



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 20, 2022**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
Jeffrey Rupp
Mike Brooks
Hamp Beatty
Henry Vaughn, Sr.

City Attorney
Chris Latimer

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin



Police Chief
Mark Ballard

Fire Chief
Charles Yarbrough

Technology Director
Joel Clements, Jr.

City Engineer
Cody Burnett

Court Clerk
Monica Lairy

**Sanitation and
Environmental Services
Director**
Chris Smiley

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, SEPTEMBER 20, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE AUGUST 16, 2022 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 2, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING AND CONSIDERATION OF AMENDING THE UNIFIED DEVELOPMENT CODE.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE INTERLOCAL COLLEGEVIEW CONNECTOR AGREEMENT WITH MSU.

X. BOARD BUSINESS

A. CONSIDERATION OF THE APPROVAL OF THE 2% BUDGET FOR THE STUDENT ASSOCIATION IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 1547.

B. CONSIDERATION OF THE APPROVAL OF THE 2% BUDGET FOR THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 1547.

C. CONSIDERATION OF THE APPROVAL OF THE 2% BUDGET FOR THE VISITORS AND CONVENTION COUNCIL IN ACCORDANCE WITH THE REQUIREMENTS OF HOUSE BILL 1547.

D. CONSIDERATION OF PROCEEDING WITH AN RFQ FOR A FINANCIAL ADVISOR.

E. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR IMPROVEMENT TO THE CITY'S PARKS AND AUTHORIZED PURPOSES.

F. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE AUTHORIZATION, ISSUANCE, SALE, VALIDATION, AND DELIVERY OF THE PROPOSED GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK TO THE MUNICIPALITY, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, FOR IMPROVEMENTS TO THE CITY'S PARKS AND FOR RELATED MATTERS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 22-01: A REQUEST FOR FINAL PLAT APPROVAL FOR "COUNTRY CLUB ESTATES PH 3E" LOCATED ON NORTH EASTERN SIDE OF THE COUNTRY CLUB ESTATES SUBDIVISION IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBER #106 -14-013.00 WITH CONDITIONS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE SELECTION OF GARVER ENGINEERING, LLC AS THE PREFERRED CONSULTANT TO PROVIDE PRELIMINARY ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE STARK ROAD AND HOSPITAL ROAD EXTENSION PROJECT.
2. CONSIDERATION OF THE DESIGN SERVICES PROPOSAL FROM DALHOFF THOMAS DESIGN STUDIO FOR THE CORNERSTONE BOULEVARD LANDSCAPING PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF 9/12/22, FOR FISCAL YEAR ENDING 9/30/22, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. ACCEPTANCE OF THE AUGUST 2022 FINANCIAL STATEMENTS.
3. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2022 – SEPTEMBER 30, 2023 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY.
4. CONSIDERATION OF A THREE YEAR SIREN RENEWAL MAINTENANCE AGREEMENT WITH PRECISION COMMUNICATION.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$22,000.00 TO PURCHASE A RESCUE AIR BAG KIT WHICH WILL BE USED IN SPECIALIZED RESCUE SITUATIONS, TASK FORCE TRAINING AND DEPLOYMENTS.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE JERALD LYLE MECASKEY AS AN ASSISTANT CITY PLANNER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$41,000.00 TO PURCHASE A BACKUP GENERATOR WHICH WILL BE USED THE CITY HALL DATA CENTER.

I. PARKS

1. CONSIDERATION FOR THE SOLE SOURCE PURCHASE FOR FIELD TURF LOGO QUOTE FOR JEFFERY SIMMONS FIELD AT THE SPORTSPLEX IN THE AMOUNT OF \$32,214.29.
2. CONSIDERATION FOR THE SOLE SOURCE PURCHASE FOR FIELD TURF LOGOS OPTION 2, IN THE AMOUNT OF \$138,928.57.

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$24,500.00 TO PURCHASE TACTICAL EQUIPMENT.
- b. REQUEST PERMISSION TO ACCEPT A 100% REIMBURSABLE GRANT HOMELAND SECURITY GRANT FOR THE AMOUNT OF \$23,000.00 TO PURCHASE AN AUTOMATED LICENSE PLATE RECOGNITION SYSTEM.
- c. REQUEST APPROVAL TO PURCHASE A USED BLACK 2017 FORD EXPLORER (POLICE INTERCEPTOR) AWD WITH 77,668 MILES, VIN# ENDING IN 3619 FROM ASIA MOTORS, INC IN MELROSE PARK, ILLINOIS FOR A TOTAL COST OF \$19,190.00, WHICH IS WITHIN THE ESTIMATED FAIR MARKET VALUE RANGE FOR THIS USED VEHICLE.

2. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 210 WEST GILLESPIE STREET WITH PARCEL NUMBER 102B-00-321.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF CALLING FOR A PUBLIC HEARING UNDER MISS. CODE ANN. § 21-19-11 TO DETERMINE WHETHER THE STRUCTURES LOCATED AT 112 FELLOWSHIP WITH PARCEL NUMBER 101D-00-040.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

K. SANITATION DEPARTMENT

1. CONSIDERATION OF SEEKING REQUESTS FOR PROPOSALS PURSUANT TO MISS. CODE ANN. §31-7-13(R) FOR SOLID WASTE COMMERCIAL PICK-UP IN THE CITY OF STARKVILLE, MISSISSIPPI.

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.
2. REQUEST AUTHORIZATION TO APPROVE ANITA VANDIVER TO SERVE AS A CONTRACTOR FOR STARKVILLE UTILITIES IN THE FINANCE DIVISION.
3. REQUEST AUTHORIZATION TO PURCHASE 18 MANHOLES FOR THE WATER DIVISION FROM CONSOLIDATED PIPE, THE LOWER OF TWO QUOTES, IN THE AMOUNT OF \$8,945.28 FOR STOCK INVENTORY.
4. REQUEST APPROVAL OF CHANGE ORDER #1 FOR THE BABYLON SEWER PROJECT.
5. REQUEST AUTHORIZATION TO ACCEPT THE LOWEST QUOTE FROM SEL (SCHWEITZER ENGINEERING LABORATORIES) FOR FOUR (4) SEL PUMP AUTOMATION CONTROLLERS IN THE AMOUNT OF \$12,676.40.
6. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE WORK ORDER REQUEST FROM FOUR COUNTY IN THE ESTIMATED AMOUNT OF \$37,092.12 WITH A MONTHLY CHARGE OF \$432.74 FOR THE INSTALLATION OF STREET LIGHTS ALONG EAST LEE BOULEVARD, OLD MAYHEW ROAD AND ADJACENT AREAS WITH THE FINAL PAYMENT BEING BASED ON FINAL QUANTITIES AND WORK.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 4, 2022 @ 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, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 9-20-22
PAGE: 1 of 46

SUBJECT: Request approval of the minutes of the August 16, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the August 16, 2022 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
August 16, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on August 16, 2022 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, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Henry Vaughn, Sr. asked that Utilities item I.4. (Seven States Agreement) be added to consent.

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

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the August 16, 2022 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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 and then read the consented items.

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, AUGUST 16, 2022
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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

CONSIDERATION OF THE MINUTES OF THE JULY 29, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Introduction of Fire Explorer Class
Introduction of New Employees

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING ON THE 2022-2023 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE.

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF A RESOLUTION SUPPORTING THE CREATION OF A RURAL TRANSPORTATION PLANNING ORGANIZATION (RTPO) THROUGH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT.

B. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON AN ORDINANCE ADOPTING REGULATIONS FOR SMALL CELL TECHNOLOGY.

C. CONSIDERATION OF APPROVING A PAY RAISE FOR CURRENT CITY EMPLOYEES TO REFLECT THE RECENT SALARY SURVEY RECOMMENDATIONS EFFECTIVE AUGUST 17, 2022 AND PAID FROM THE FISCAL YEAR 2021-2022 BUDGET.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. CONSIDERATION OF FP 22-10: A REQUEST FOR FINAL PLAT APPROVAL FOR “PINELAKE CHURCH SUBDIVISION” AT 200 HIGHWAY 25 NORTH IN A C ZONING DISTRICT WITH PARCEL NUMBERS 103G-05-001.01 AND 103G-05-001.02.

2. CONSIDERATION OF FP 22-09: A REQUEST FOR FINAL PLAT APPROVAL FOR “LOTS 335 AND 336 GREENBRIAR SUBDIVISION” AT 106 HOLLYHOCK LANE IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBERS 106C-00-087.00 AND 106C-00-086.00.

3. CONSIDERATION OF PP 22-01: A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR “THE OAKS SUBDIVISION” AT NORTHWEST CORNER OF THE INTERSECTION OF SCALES STREET AND LOUISVILLE STREET IN A TN-E ZONING DISTRICT WITH PARCEL NUMBERS 102B-00-052.00 AND 102B-00-051.00.

4. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2022 COTTON DISTRICT ARTS FESTIVAL ON OCTOBER 29TH AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES, CONTINGENT UPON THE STARKVILLE AREA ARTS COUNCIL PROVIDING PROOF OF INSURANCE CONSISTENT WITH THE CITY'S SPECIAL EVENTS POLICY BY OCTOBER 18, 2022.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST AUTHORIZATION TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR ENGINEERING DESIGN SERVICES FOR THE NORTHSIDE DRIVE DRAINAGE IMPROVEMENTS PROJECT.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 8, 2022 FOR FISCAL YEAR ENDING 9/30/22, 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 JULY 2022 FINANCIAL STATEMENTS.
3. APPROVAL OF FISCAL YEAR 2022 BUDGET AMENDMENTS.
4. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION (GENERAL CITY) FOR THE PERIOD OF OCTOBER 1, 2022 – SEPTEMBER 30, 2023.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE'S POLICE AND FIRE DEPARTMENT TO PARTICIPATE IN THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY PREMIUM PAY PROGRAM.
2. REQUEST AUTHORIZATION TO HIRE SHENIKA EPPENGER AND BRIDGETT YOUNG AS DEPUTY COURT CLERKS IN THE MUNICIPAL COURT DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE FRANCES EWING AS A PART-TIME RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE BRANDON TAYLOR AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE MICHELLE POLK TO WORK IN A DUAL ROLE POSITION WITH THE AIRPORT AS THE ADMINISTRATIVE ASSISTANT, AND AS A RECEPTIONIST WORKING THE FRONT DESK, WORKING AN AVERAGE OF TWENTY (20) HOURS PER POSITION.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. REQUEST PERMISSION TO PURCHASE A 10,000 LB CAPACITY TRAILER FROM TRUE GRIT TRAILERS, AT A COST OF \$5,299.00, THE LOWER OF TWO QUOTES RECEIVED IN PLACE OF THE TRAILER AUTHORIZED APRIL 5, 2022.

J. POLICE DEPARTMENT

1. POLICE

a. REQUEST APPROVAL TO ACCEPT THE FY23 POLICE TRAFFIC SERVICES 100% REIMBURSABLE GRANT AWARD IN THE AMOUNT OF \$14,400.00 IN THE AREA OF TRAFFIC ENFORCEMENT OVERTIME.

b. REQUEST APPROVAL TO ACCEPT THE 100% REIMBURSABLE FY23 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT AWARD IN THE AMOUNT OF UP TO \$116,132.20 IN THE AREA OF DRIVING UNDER THE INFLUENCE ENFORCEMENT.

c. REQUEST APPROVAL TO ACCEPT THE 100% REIMBURSABLE JUSTICE ASSISTANCE GRANT AWARD IN THE AMOUNT OF \$75,984.00 TO BE USED FOR OVERTIME AND AN AUTOMATED LICENSE PLATE READER AND DIGITAL FORENSIC MOBILE DATA IMAGER.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO LEASE PURCHASE A PRINTER FROM RJ YOUNG FOR THE AMOUNT \$2,544 PLUS MONTHLY SUPPLY FEE.

2. CONSIDERATION OF THE LOWEST BID FOR FINANCING FROM BANKFIRST IN THE AMOUNT OF \$189,750 OVER FIVE YEARS TO BE MADE QUARTERLY IN ADVANCE BEGINNING DECEMBER 15, 2022 AT 3.65% INTEREST FOR THE LEASE PURCHASE OF A 2022 KNUCKLEBOOM LOADER TO BE USED BY THE STARKVILLE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE WORK ORDER REQUEST FROM FOUR COUNTY IN THE AMOUNT OF \$35,444.28 WITH A MONTHLY CHARGE OF \$413.52 FOR THE INSTALLATION OF STREET LIGHTS ALONG CORNERSTONE BOULEVARD FROM HWY 25 TO PARK ENTRANCE.
2. REQUEST AUTHORIZATION FOR THE MAYOR TO EXECUTE THE WORK ORDER REQUEST FROM FOUR COUNTY IN THE AMOUNT OF \$25,388.00 WITH A MONTHLY CHARGE OF \$296.19 FOR THE INSTALLATION OF STREET LIGHTS ALONG ROCKHILL ROAD FROM GARRARD ROAD TO HWY 82 BYPASS.
3. REQUEST AUTHORIZATION TO DECLARE THE WATER DIVISION 2012 FORD F-350 (#155), VIN NUMBER ENDING IN 5188 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE A FORD F-350 VEHICLE REPLACEMENT FROM STATE CONTRACT.
4. REQUEST AUTHORIZATION FOR STARKVILLE TO INITIATE TASK ORDER #3 WITH SEVEN STATES POWER CORPORATION FOR CONSULTING SERVICES AS THEY RELATE TO THE DEPLOYMENT OF DC FAST CHARGING EQUIPMENT AND RELATED SERVICES PER THE TECHNICAL REQUIREMENTS OF THE FAST CHARGE NETWORK FUNDING PROGRAM ADMINISTERED BY TVA AND THE PARTICIPATING STATE AGENCIES.
5. REQUEST AUTHORIZATION TO PURCHASE A 6" AND 4" WATER METER SET UP FROM CENTRAL PIPE SUPPLY INC, SOLE SOURCE COMPATIBLE METERS, IN THE AMOUNT OF \$8,250.82 FOR STOCK INVENTORY.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

Personnel

XV. OPEN SESSION

XVI. RECESS UNTIL SEPTEMBER 6, 2022 @ 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, Stein McMullen, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.

Consent items 2 – 28:

2. CONSIDERATION OF THE MINUTES OF THE JULY 29, 2022 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the July 29, 2022 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF CALLING FOR PUBLIC HEARINGS ON AN ORDINANCE ADOPTING REGULATIONS FOR SMALL CELL TECHNOLOGY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of calling for public hearings on an Ordinance adopting regulations for small cell technology” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVING A PAY RAISE FOR CURRENT CITY EMPLOYEES TO REFLECT THE RECENT SALARY SURVEY RECOMMENDATIONS EFFECTIVE AUGUST 17, 2022 AND PAID FROM THE FISCAL YEAR 2021-2022 BUDGET.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a pay raise for current employees to reflect the recent salary survey recommendations effective August 17, 2022 and paid from the fiscal year 2021-2022 budget” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF FP 22-10: A REQUEST FOR FINAL PLAT APPROVAL FOR “PINELAKE CHURCH SUBDIVISION” AT 200 HIGHWAY 25 NORTH IN A C ZONING DISTRICT WITH PARCEL NUMBERS 103G-05-001.01 AND 103G-05-001.02.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of FP 22-10: a request for Final Plat approval for “Pinelake Church Subdivision” at 200 Highway 25 North in a C zoning district with parcel numbers 103G-05-001.01 and 103G-05-001.02” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF FP 22-09: A REQUEST FOR FINAL PLAT APPROVAL FOR “LOTS 335 AND 336 GREENBRIAR SUBDIVISION” AT 106 HOLLYHOCK LANE IN A SD-2 ZONING DISTRICT WITH PARCEL NUMBERS 106C-00-087.00 AND 106C-00-086.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of FP 22-09: a request for Final Plat approval for “Lots 335 and 336 Greenbriar Subdivision” at 106 Hollyhock Lane in a SD-2 zoning district with parcel numbers 106C-00-087.00 and 106C-00-086.00 ” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF PP 22-01: A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR “THE OAKS SUBDIVISION” AT NORTHWEST CORNER OF THE INTERSECTION OF SCALES STREET AND LOUISVILLE STREET IN A TN-E ZONING DISTRICT WITH PARCEL NUMBERS 102B-00-052.00 AND 102B-00-051.00.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of PP 22-01: a request for Preliminary Plat approval for “The Oaks Subdivision” at northwest corner of the intersection of Scales Street and Louisville Street in a TN-E zoning district with parcel numbers 102B-00-052.00 and 102B-00-051.00” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF A SPECIAL EVENT REQUEST BY THE STARKVILLE AREA ARTS COUNCIL TO HOLD THE 2022 COTTON DISTRICT ARTS FESTIVAL ON OCTOBER 29TH AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES, CONTINGENT UPON THE STARKVILLE AREA ARTS COUNCIL PROVIDING PROOF OF INSURANCE CONSISTENT WITH THE CITY’S SPECIAL EVENTS POLICY BY OCTOBER 18, 2022.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request by the Starkville Area Arts Council to hold the 2022 Cotton District Arts Festival on October 29th and have City participation with in-kind services, contingent upon the Starkville Area Arts Council providing proof of insurance consistent with the city’s special events policy by October 18, 2022” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR ENGINEERING DESIGN SERVICES FOR THE NORTHSIDE DRIVE DRAINAGE IMPROVEMENTS PROJECT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to advertise for request for proposals for engineering design services for the Northside Drive Drainage Improvements project” is enumerated, this consent item is thereby approved.

10. ACCEPTANCE OF JULY 2022 FINANCIAL STATEMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “acceptance of the July 2022 Financial Statements” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF FISCAL YEAR 2022 BUDGET AMENDMENTS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the Fiscal Year 22 Budget Amendments as presented” is enumerated, this consent item is thereby approved.

Budget Code Summary

Budget	Budget Description	Account	Account Description	Before	Adjustment	After
2021-2022	2021-2022	001-000-260-080	SALES TAX-2% RESTAURANT	-220,000.00	-35,000.00	-255,000.00
		001-000-260-082	SALES TAX (18.5% OF 7%)	-7,900,000.00	-792,321.71	-8,692,321.71
		001-120-565-272	PAID PARKING EXPENSES	0.00	1,000.00	1,000.00
		001-120-600-300	PROFESSIONAL SERVICES	120,000.00	-1,000.00	119,000.00
		001-123-430-107	IT TECH/SUPPORT	190,247.00	-3,000.00	187,247.00
		001-123-480-133	HOSPITAL INSURANCE	24,300.00	-500.00	23,800.00
		001-123-600-300	WEB SITE SVCS, SOFTWARE	45,000.00	2,000.00	47,000.00
		001-123-604-330	COMMUNICATIONS	35,000.00	3,500.00	38,500.00
		001-123-620-370	INSURANCE	51,000.00	-1,000.00	50,000.00
		001-123-630-400	EQUIPMENT REPAIR & MAINTENA	1,500.00	-1,000.00	500.00
		001-190-604-330	COPIERS/PHONES/IPADS	15,000.00	-3,305.00	11,695.00
		001-190-918-807	OFFICE EQUIPMENT/SOFTWARE	20,000.00	3,305.00	23,305.00
		001-195-951-952	TRANSFER TO STARKVILLE MAIN S	12,000.00	12,500.00	24,500.00
		001-201-450-125	OVERTIME	261,600.00	175,000.00	436,600.00
		001-201-450-127	ON-CALL PAY	6,240.00	9,000.00	15,240.00
		001-201-460-130	RETIREMENT CONTRIBUTIONS	574,800.00	3,500.00	578,300.00
		001-201-470-131	SOCIAL SECURITY CONTRIBUTION	251,700.00	3,500.00	255,200.00
		001-201-491-135	WORKER'S COMPENSATION	83,700.00	9,000.00	92,700.00
		001-201-501-200	OFFICE SUPPLIES	20,000.00	-6,000.00	14,000.00
		001-201-525-231	GAS & OIL	160,000.00	37,500.00	197,500.00
		001-201-535-233	UNIFORMS	70,000.00	12,000.00	82,000.00
		001-201-541-240	PRISONER MEDICAL EXPENSES	12,000.00	5,000.00	17,000.00
		001-201-556-251	POLICE SUPPLIES	40,000.00	10,000.00	50,000.00
		001-245-440-108	PART TIME / TEMPORARY	26,000.00	-1,000.00	25,000.00
		001-245-690-552	DISPATCHER TRAINING	3,500.00	1,000.00	4,500.00
		001-246-450-125	OVERTIME	5,300.00	8,000.00	13,300.00
		001-246-450-127	ON-CALL PAY	0.00	360.00	360.00
		001-246-501-200	OFFICE SUPPLIES	500.00	-250.00	250.00
		001-246-555-250	SMALL TOOLS, ETC	500.00	-500.00	0.00
		001-246-604-330	PHONES, IPADS, POSTAGE	1,000.00	-1,000.00	0.00
		001-246-630-400	VEHICLE MAINTENANCE	1,000.00	-1,000.00	0.00
		001-246-690-553	TRAINING	2,000.00	-2,000.00	0.00
		001-254-420-103	STAFF SALARIES	86,730.00	5,000.00	91,730.00
		001-254-450-125	OVERTIME	15,000.00	5,000.00	20,000.00
		001-254-460-130	RETIREMENT CONTRIBUTIONS	17,200.00	1,800.00	19,000.00
		001-254-470-131	SOCIAL SECURITY CONTRIBUTION	7,500.00	1,000.00	8,500.00
		001-254-480-133	HOSPITAL INSURANCE	10,800.00	-800.00	10,000.00
		001-261-625-380	UTILITIES	55,000.00	14,500.00	69,500.00
		001-261-630-360	VEHICLE REPAIRS & MAINTENANC	60,000.00	33,000.00	93,000.00
		001-261-740-565	FIRE STATION UPGRADES	10,000.00	51,922.00	61,922.00
		001-261-740-568	HOMELAND SECURITY GRANT - TR	50,000.00	2,074.00	52,074.00
		001-261-740-570	STATION 3 RENOVATIONS	70,000.00	16,799.00	86,799.00
		001-290-625-380	UTILITIES / CODE RED	7,500.00	500.00	8,000.00
		001-290-630-400	MAINT CONTRACT & REPAIRS	10,000.00	900.00	10,900.00
		001-301-525-231	GAS & OIL	50,000.00	13,000.00	63,000.00
		001-301-555-250	SUPPLIES & SMALL TOOLS	30,000.00	16,000.00	46,000.00
		001-301-560-270	CONSTRUCTION MATERIALS	90,000.00	22,000.00	112,000.00
		001-301-565-272	STREETS SIGNS & PAINT	40,000.00	6,500.00	46,500.00
		001-301-620-370	INSURANCE	25,000.00	-10,000.00	15,000.00
		001-301-625-380	UTILITIES/STREET LIGHTING	455,000.00	-35,000.00	420,000.00
		001-301-691-510	LANDFILL EXPENSES	15,000.00	-8,000.00	7,000.00
		001-301-820-874	EXCAVATOR / TRUCKS	31,250.00	4,000.00	35,250.00
		001-301-820-876	ASPHALT TRUCK	67,425.00	16,853.00	84,278.00
		001-301-911-198	ROOF/REHAB BUILDING	50,000.00	-25,353.00	24,647.00
		001-550-525-231	GAS & OIL	10,000.00	-6,609.46	3,390.54
		001-550-600-297	MANAGEMENT EXPENSE REIMBU	728,524.50	300,000.00	1,028,524.50
		001-550-600-300	PROFESSIONAL SERVICES	28,458.32	13,950.00	42,408.32
		001-550-600-355	SPECIAL EVENT EXPENSES	25,000.00	-19,852.29	5,147.71

Budget Adjustment Register

Packet: GLPKT16433 - 8.16.22 Budget Adjustments

001-550-690-450	GPS EXPENSES	178.09	1,400.00	1,578.09
001-550-690-555	DUES, FEES & LICENSES	1,908.48	300.00	2,208.48
001-553-380-066	TRANSFER FROM 1% FOR CORNER	0.00	-288,000.00	-288,000.00
001-553-600-296	MANAGEMENT FEE	0.00	288,000.00	288,000.00
001-553-600-297	MANAGEMENT EXPENSE REIMBU	0.00	112,155.92	112,155.92
001-553-600-350	ADVERTISING	0.00	14,181.13	14,181.13
001-553-610-350	TRAVEL	0.00	5,491.41	5,491.41
002-000-330-185	DONATIONS / FUNDRAISERS	0.00	-1,605.00	-1,605.00
002-000-396-990	BEGINNING FUND BALANCE	-10,000.00	14,422.00	4,422.00
002-251-501-210	NATIONAL NIGHT OUT ON CRIME	0.00	1,683.00	1,683.00
002-251-918-805	EQUIPMENT, VEHICLE, CAPITAL PU	14,500.00	-14,500.00	0.00
003-000-254-091	MS FIRE FUND	-140,000.00	-2,725.00	-142,725.00
003-560-820-874	2 PUMPER TRUCKS / 2018 F150	102,930.00	2,725.00	105,655.00
015-000-373-647	100LL AV GAS SOLD	-497,500.00	-274,500.00	-772,000.00
015-505-525-231	GAS & OIL	4,500.00	6,000.00	10,500.00
015-505-525-232	100LL AV GAS PURCHASED	200,000.00	67,500.00	267,500.00
015-505-525-233	JET A FUEL PURCHASES	250,000.00	200,000.00	450,000.00
015-505-525-235	AIRCRAFT OIL PURCHASES	1,000.00	1,000.00	2,000.00
022-000-359-627	SANITATION FEES	-2,906,600.00	-81,400.00	-2,988,000.00
022-322-501-198	BUILDING REPAIRS	2,000.00	1,400.00	3,400.00
022-322-525-231	GAS & OIL	200,000.00	40,000.00	240,000.00
022-322-630-360	VEHICLE REPAIRS & MAINT - RESID	70,000.00	40,000.00	110,000.00
120-000-230-030	USE TAX RECEIVED	-1,000,000.00	-467,472.75	-1,467,472.75
120-300-903-850	CAPITAL EXPENSES	1,000,000.00	-885,161.45	114,838.55
120-300-912-852	LOUISVILLE STREET TRAFFIC SIGN	0.00	29,000.00	29,000.00
120-300-912-861	2022 STREET IMPROVEMENT PRO	0.00	1,323,634.20	1,323,634.20
303-000-396-990	BEGINNING FUND BALANCE	-700,000.00	-310,000.00	-1,010,000.00
303-600-600-330	IND PARK CONSTRUCTION	350,000.00	50,000.00	400,000.00
303-600-990-990	ENDING FUND	0.00	260,000.00	260,000.00
319-000-396-990	BEGINNING FUND BALANCE	-1,000,000.00	560,000.00	-440,000.00
319-600-912-800	STREET OVERLAYS	800,000.00	-560,000.00	240,000.00
375-000-260-084	TOURISM TAX - 1%	-1,115,000.00	-177,500.00	-1,292,500.00
375-551-600-955	EXISTING PARKS - PROFESSIONAL	0.00	39,500.00	39,500.00
375-551-907-110	TRANSFER TO 001 MAINTENANCE	200,000.00	-150,000.00	50,000.00
375-551-907-112	TRANSFER TO GENERAL FUND FO	0.00	288,000.00	288,000.00
380-551-600-945	CORNERSTONE PROFESSIONAL SE	100,000.00	-14,000.00	86,000.00
380-551-600-946	PROJECT ENGINEER TRANSFER TO	75,000.00	-75,000.00	0.00
380-551-600-947	CORNERSTONE MANAGEMENT SE	400,000.00	-400,000.00	0.00
380-551-600-955	EXISTING PARKS - PROFESSIONAL	337,466.00	-321,000.00	16,466.00
380-551-990-990	ENDING FUND	-2,665,128.75	810,000.00	-1,855,128.75
2021-2022 Total:		-9,965,471.36	0.00	-9,965,471.36
Grand Total:		-9,965,471.36	0.00	-9,965,471.36

Fund Summary

Fund	Before	Adjustment	After
Budget Code:2021-2022 - 2021-2022 Fiscal: 2021-2022			
001	-4,038,638.61	0.00	-4,038,638.61
002	4,500.00	0.00	4,500.00
003	-37,070.00	0.00	-37,070.00
015	-42,000.00	0.00	-42,000.00
022	-2,634,600.00	0.00	-2,634,600.00
120	0.00	0.00	0.00
303	-350,000.00	0.00	-350,000.00
319	-200,000.00	0.00	-200,000.00
375	-915,000.00	0.00	-915,000.00
380	-1,752,662.75	0.00	-1,752,662.75
Budget Code 2021-2022 Total:	-9,965,471.36	0.00	-9,965,471.36
Grand Total:	-9,965,471.36	0.00	-9,965,471.36



Starkville Utilities – Electric Division
Budget Year 2022 (10/2021-9/2022) Amendment

	Current Budget	Amendments	Amended Budget
<u>Revenues</u>			
100 Electric Sales	39,875,000	1,500,000	41,375,000
110 Forfeited Customer Discounts	250,000		250,000
111 Misc. Service Revenue	250,000		250,000
112 Interest Income	15,000		15,000
120 Rent from Electric Property	315,000		315,000
130 Water Sewer Reimbursement	1,000,000		1,000,000
131 Sanitation Reimbursement	75,000		75,000
132 City Reimbursement for Lights	10,000		10,000
Other Revenue	1,915,000	-	1,915,000
Total Revenue	41,790,000	1,500,000	43,290,000

Expenses

150 Purchased Power Expense	30,800,000	1,500,000	32,300,000
-----------------------------	------------	-----------	------------

Payroll Expenses

200 Employee Salaries	2,035,300		2,035,300
201 Employee Overtime	120,000		120,000
202 Employer Contributions - State Retirement	375,023	-	375,023
203 Employer Contributions - Social Security	164,880	-	164,880
204 Employer Contributions - Group Insurance	185,000		185,000
205 Payroll Expense from Other Departments	60,000		60,000
Total Payroll Expenses	2,940,203	-	2,940,203

Operating Expenses

300 City Administrative Cost Reimbursement	135,000		135,000
302 Billing Services	325,000		325,000
303 Contract Services	455,000	27,000	482,000
305 Insurance	240,000		240,000
306 Communications	90,000		90,000
307 Office Supplies	70,000	15,000	85,000
308 Safety Supplies	25,000		25,000
309 Uniforms	30,000		30,000
310 Utilities	15,000		15,000
311 Travel & Training	45,000		45,000
312 Dues	50,000		50,000
313 Audit	24,000	(24,000)	-
314 Collection & Bank Fees	15,000		15,000
315 Postage	8,000		8,000
316 Advertising	6,000		6,000
317 Rent	3,000	(3,000)	-
318 Miscellaneous	10,000		10,000
Total Operating Expenses	1,546,000	15,000	1,561,000



Starkville Utilities – Electric Division
Budget Year 2022 (10/2021-9/2022) Amendment

	Current Budget	Amendments	Amended Budget
<u>Maintenance Expense</u>			
400 Expensed Materials & Supplies	275,000		275,000
401 ROW Clearing	370,000		370,000
403 Gas & Fuel Expense	150,000		150,000
404 Equipment Repairs & Maintenance	160,000		160,000
405 Substation Repairs & Supplies	40,000		40,000
406 Building Repairs & Maintenance	65,000	20,000	85,000
407 General Maintenance	50,000		50,000
Total Maintenance Expenses	1,110,000	20,000	1,130,000
<u>Capital Expense</u>			
500 Capitalized Materials & Supplies	1,000,000	(200,000)	800,000
501 Asset Purchases - Building & Grounds	1,000,000	(200,000)	800,000
502 Asset Purchases - Equipment & Vehicles	198,000		198,000
503 Capital Projects & Construction	1,679,523	(204,523)	1,475,000
Total Capital Expenses	3,877,523	(604,523)	3,273,000
<u>Debt Expenses</u>			
600 Interest Expense on LTD	154,813		154,813
601 Principal Paid on LTD	470,000		470,000
Total Debt Expenses	624,813	-	624,813
700 Tax Equivalency	1,365,000		1,365,000
Total Expenses	42,263,539	930,477	43,194,016
Total Revenue Over Expenses	(473,539)	569,523	95,984
<u>503 Capital Projects (Net of Long-Term Debt Funding) - #503 Detail</u>			
Capital Projects - Substation	1,504,523	(104,523)	1,400,000
Capital Projects - Distribution	125,000	(100,000)	25,000
Capital Projects - Street Lighting	50,000		50,000
Total	1,679,523	(204,523)	1,475,000



Starkville Utilities – Water & Sewer Division
Budget Year 2022 (10/2021-9/2022) Amendment

		Current Budget	Amendments	Amended Budget
<u>Revenues</u>				
100	Water Sales Revenue	\$ 4,500,000		\$ 4,500,000
101	Sewer Sales Revenue	3,500,000		3,500,000
	Total Sales Revenue	\$ 8,000,000	\$ -	\$ 8,000,000
110	Forfeited Customer Discounts	100,000		100,000
111	Misc. Service Revenue	50,000		50,000
112	Interest Income	10,000	(5,000)	5,000
113	Tap Fees	150,000		150,000
114	Tower Lease	368,166		368,166
116	Wastewater Revenue	40,000		40,000
117	Federal & State Grant Revenue	932,183		932,183
	Total Other Revenue	\$ 1,650,349	\$ (5,000)	\$ 1,645,349
	Total Revenue	\$ 9,650,349	\$ (5,000)	\$ 9,645,349
<u>Expenses</u>				
<u>Payroll Expenses</u>				
200	Employee Wages	\$ 1,185,000		\$ 1,185,000
201	Employee Overtime	120,000		120,000
202	Employer Contribution - Retirement	227,070	-	227,070
203	Employer Contribution - Social Security	99,833	-	99,833
204	Employer Contribution - Insurance	140,000		140,000
205	Payroll Expense from Other Departments	650,000		650,000
	Total Payroll Expenses	\$ 2,421,903	\$ -	\$ 2,421,903
<u>Operating Expenses</u>				
300	City Administrative Costs	\$ 75,000		\$ 75,000
301	Rental Allocation to Electric Dept	160,000		160,000
302	Billing Services	150,000		150,000
303	Contract Services	250,000	5,000	255,000
304	Water Quality Analysis	50,000	(10,000)	40,000
305	Insurance	70,000		70,000
306	Communications	50,000		50,000
307	Office Supplies	35,000		35,000
309	Uniforms	20,000		20,000
310	Utilities	950,000		950,000
311	Travel & Training	10,000		10,000
312	Dues	5,000		5,000
316	Advertising	5,000		5,000
317	Rent	5,000	(5,000)	-
318	Miscellaneous	10,000		10,000
	Total Operating Expenses	\$ 1,845,000	\$ (10,000)	\$ 1,835,000



Starkville Utilities – Water & Sewer Division
Budget Year 2022 (10/2021-9/2022) Amendment

		Current Budget	Amendments	Amended Budget
	<u>Maintenance Expense</u>			
400	Expensed Materials & Supplies	\$ 800,000		\$ 800,000
401	Chemicals	120,000	40,000	160,000
403	Gas & Fuel Expense	80,000		80,000
404	Equipment Repairs & Maintenance	400,000	150,000	550,000
405	Infrastructure Repairs & Maintenance	500,000		500,000
406	Building Repairs & Maintenance	200,000		200,000
408	Tank & Well Maintenance	80,000		80,000
410	Remote Pump Station Maintenance	40,000		40,000
	Total Maintenance Expenses	\$ 2,220,000	\$ 190,000	\$ 2,410,000
	<u>Capital Expense</u>			
501	Asset Purchases - Building & Grounds	\$ 25,000		\$ 25,000
502	Asset Purchases - Equipment & Vehicles	150,000		150,000
503	Capital Projects & Construction	2,234,015	325,000	2,559,015
	Total Capital Expenses	\$ 2,409,015	\$ 325,000	\$ 2,734,015
	<u>Debt Expenses</u>			
600	Interest Expense on Long-term Debt	\$ 420,637		\$ 420,637
601	Principal Paid on Long-term Debt	1,080,751		1,080,751
	Total Debt Expenses	\$ 1,501,388	\$ -	\$ 1,501,388
	Total Expenses	\$ 10,397,306	\$ 505,000	\$ 10,902,306
	Total Revenues Over Expenses	\$ (746,957)	\$ (510,000)	\$ (1,256,957)

	<u>Capital Expense (Net of Long-Term Debt Funding) - #503 Detail</u>			
503C	Green Oaks Phase 1 & 2 Sewer Rehab	\$ 1,100,000	(400,000)	700,000
503D	Trim Cane Lift Station Rehab	26,000		26,000
503E	Babylon Road Sewer Rehab	650,000		650,000
503F	Green Oaks South/Rolling Hills Sewer Rehab	375,000	625,000	1,000,000
503I	Main Street Water Line Replacement	100,000	100,000	200,000
503R	Major Construction and Rehab Work	550,000		550,000
	Total	\$ 2,801,000	\$ 325,000	\$ 3,126,000
	Less: Debt Funding Capital Projects	(566,985)		(566,985)
	Capital Expense Net of Long-Term Debt	\$ 2,234,015	\$ 325,000	\$ 2,559,015

12. CONSIDERATION OF AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY FOR THE STREET AND SANITATION (GENERAL CITY) FOR THE PERIOD OF OCTOBER 1, 2022 – SEPTEMBER 30, 2023.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval for the City Clerk’s Office to advertise for source of supply for the Street and Sanitation (General City) for the period of October 1, 2022 – September 30, 2023” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF AUTHORIZATION FOR THE CITY OF STARKVILLE’S POLICE AND FIRE DEPARTMENT TO PARTICIPATE IN THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY PREMIUM PAY PROGRAM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval for the City of Starkville’s Police and Fire Department to participate in the Premium Pay program” is enumerated, this consent item is thereby approved. The Resolution follows this page.

14. REQUEST AUTHORIZATION TO HIRE SHENIKA EPPENGER AND BRIDGETT YOUNG AS DEPUTY COURT CLERKS IN THE MUNICIPAL COURT DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Shenika Eppenger and Bridgett Young as Deputy Court Clerks” is enumerated, this consent item is thereby approved.

15. REQUEST AUTHORIZATION TO HIRE FRANCES EWING AS A PART-TIME RADIO OPERATOR (DISPATCHER) IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Frances Ewing as a part-time Radio Operator (Dispatcher) in the Starkville Police Department” is enumerated, this consent item is thereby approved.

16. REQUEST AUTHORIZATION TO HIRE BRANDON TAYLOR AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Brandon Taylor as a Part Time Customer Service Representative in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO HIRE MICHELLE POLK TO WORK IN A DUAL ROLE POSITION WITH THE AIRPORT AS THE ADMINISTRATIVE ASSISTANT, AND AS A RECEPTIONIST WORKING THE FRONT DESK, WORKING AN AVERAGE OF TWENTY (20) HOURS PER POSITION.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to hire Michelle Polk to work in a dual role position with the Airport as the Administrative Assistant, and as a Receptionist working the front desk, working an average of twenty (20) hours per position” is enumerated, this consent item is thereby approved.

PREMIUM PAY RESOLUTION

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA / CITY OF STARKVILLE

On the 16th day of August, 2022, at a meeting of the Mayor and Board of the City of Starkville, MS held at City Hall, 110 West Main Street, Starkville, MS in Oktibbeha County, with a quorum of Aldermen present, the following matters were taken into consideration:

- I. **WHEREAS**, this governing body acknowledges and understands that the Mississippi Legislature passed Mississippi House Bill 1427 and Mississippi House Bill 1542, creating the “Mississippi Law Enforcement and Firefighters Premium Pay Program,” in its 2022 Regular Legislative Session, and that these bills were subsequently signed into law by Governor Tate Reeves.
- II. **WHEREAS**, the purpose of the Program is to provide premium payments to all eligible law enforcement officers and firefighters who are serving the State of Mississippi, for their efforts during the Covid-19 pandemic.
- III. **WHEREAS**, these establishing laws shall take effect on July 1, 2022, and the Program shall be administered by the Mississippi Department of Public Safety.
- IV. **WHEREAS**, this governing body acknowledges and understands that the Mississippi Department of Public Safety seeks to work with law enforcement agencies, fire departments, and other law enforcement entities to efficiently administer the hazard premium payments in accordance with the guidelines set forth in 2022 Mississippi House Bill 1427, 2022 Mississippi House Bill 1542, and all related Mississippi and federal law.

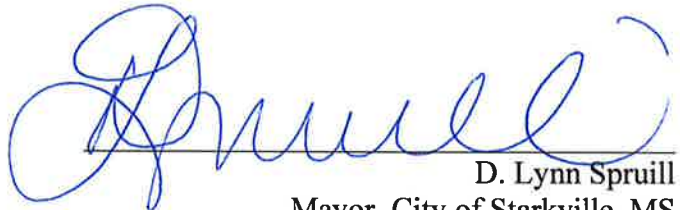
NOW, THEREFORE BE IT

- I. **RESOLVED** that the Mayor and Board of Aldermen fully supports the efforts of the Mississippi Department of Public Safety to administer these premium payments, as provided in 2022 Mississippi House Bill 1427 and 2022 Mississippi House Bill 1542, while also adhering to the guidelines provided in all corresponding legislation; and be it further
- II. **RESOLVED** that the Mayor and Board of Aldermen will accept payments administered by the Mississippi Department of Public Safety under the “Mississippi Law Enforcement and Firefighters Premium Pay Program,” for purposes of distribution to the law enforcement officers and firefighters employed by this governing body; and be it further
- III. **RESOLVED** that the Mayor and Board of Aldermen understands and acknowledges the conditions of receiving and expending the funds appropriated under 2022 Mississippi House Bill 1542; and be it further
- IV. **RESOLVED** that the Mayor and Board of Aldermen hereby certifies that any funds received by the Mississippi Department of Public Safety for hazard premium payments shall be expended in compliance with the guidelines, guidance, rules, regulations and/or other criteria, as may be amended from time to time, of the United States Department of the Treasury regarding the use of monies from the Coronavirus State Fiscal Recovery Fund established by the American Rescue Plan Act.
- V. **RESOLVED** that the Mayor and Board of Aldermen authorizes such payments to be made directly from the Mississippi Department of Public Safety, on behalf of the State of Mississippi, to the law enforcement agencies,

fire departments and other law enforcement entities employed or otherwise controlled by this governing body, for the purposes set forth by this resolution.

The above resolution was passed by a majority of those members present and voting in accordance with applicable laws, bylaws, policies, and procedures of this governing body.

This the 16th day of August, 2022.


D. Lynn Spruill
Mayor, City of Starkville, MS

ACKNOWLEDGMENT

STATE OF MISSISSIPPI
COUNTY OF Webster


Notary Public

SEAL

My Commission Expires: Oct. 12, 2025



**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
August 16, 2022**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on August 16, 2022 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, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

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

Alderman Henry Vaughn, Sr. asked that Utilities item I.4. (Seven States Agreement) be added to consent.

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

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

Alderman Rupp offered a motion, duly seconded by Alderman Brooks, to approve the August 16, 2022 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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 and then read the consented items.

The following motion is from the August 16, 2022 meeting:

17. CONSIDERATION FOR THE CITY OF STARKVILLE'S POLICE AND FIRE DEPARTMENT TO PARTICIPATE IN THE PREMIUM PAY PROGRAM.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the "approval for the City of Starkville's Police and Fire Department to participate in the Premium Pay program" is enumerated, this consent item is thereby approved.



I hereby certify this to be a true and correct copy
of the original on file at Starkville City Hall.

Lesa D. Hardin
Date: 8-17-2022
Minute Book: 70 Page: _____

18. CONSIDERATION TO PURCHASE A 10,000 LB CAPACITY TRAILER FROM TRUE GRIT TRAILERS, AT A COST OF \$5,299.00, THE LOWER OF TWO QUOTES RECEIVED IN PLACE OF THE TRAILER AUTHORIZED APRIL 5, 2022.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 10,000 lb capacity trailer from True Grit Trailers, at a cost of \$5,299.00, the lower of two quotes received in place of the trailer authorized April 5, 2022” is enumerated, this consent item is thereby approved.

Two Quotes: Oktibbeha County Coop - \$5,599.00 and True Grit Trailers - \$5,299.00

19. CONSIDERATION TO ACCEPT THE FY23 POLICE TRAFFIC SERVICES 100% REIMBURSABLE GRANT AWARD IN THE AMOUNT OF \$14,400.00 IN THE AREA OF TRAFFIC ENFORCEMENT OVERTIME.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the FY23 Police Traffic Services 100% reimbursable grant award in the amount of \$14,400 in the area of traffic enforcement overtime” is enumerated, this consent item is thereby approved. The signed agreements follow this page.

20. CONSIDERATION TO ACCEPT THE 100% REIMBURSABLE FY23 405D ALCOHOL AND DRUG IMPAIRED DRIVING ENFORCEMENT GRANT AWARD IN THE AMOUNT OF UP TO \$116,132.20 IN THE AREA OF DRIVING UNDER THE INFLUENCE ENFORCEMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the 100% reimbursable FY23 405D Alcohol and Drug Impaired Driving Enforcement grant in the amount of up to \$116,132.20 in the area of driving under the influence enforcement” is enumerated, this consent item is thereby approved. The signed agreements follow the FY23 PTS agreements.

21. CONSIDERATION TO ACCEPT THE 100% REIMBURSABLE JUSTICE ASSISTANCE GRANT AWARD IN THE AMOUNT OF \$75,984.00 TO BE USED FOR OVERTIME AND AN AUTOMATED LICENSE PLATE READER AND DIGITAL FORENSIC MOBILE DATA IMAGER.

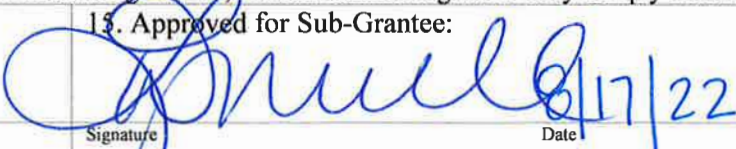
Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to accept the 100% reimbursable Justice Assistance Grant award in the amount of \$75,984.00 to be used for overtime and an automated license plate reader and digital forensic mobile data imager” is enumerated, this consent item is thereby approved. The JAG (Hot Spot) signed agreements follow the DUI agreement.

FY23 MOHS GRANT AGREEMENT**MS Office of Highway Safety**

1025 Northpark Drive

Ridgeland, MS 39157

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

1. Sub-grantee's Name & Mailing Address: City of Starkville Starkville Police Department 110 West Main Street Starkville, MS 39759 Telephone Number: (662) 323-4131 E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: October 1, 2022 3. Subgrant Number: PT-2023-PT-23-11 4. Grant Identifier (Funding Source & Year): 402 Police Traffic Services FY23 5. Beginning and Ending Dates: October 1, 2022 – September 30, 2023 6. Subgrant Payment Method: ☒ Cost Reimbursement Method			
7. CFDA # - 20.600		8. UEI # - PLEFLHCUPCH6		9. Congressional District: 3	
10. A: FAIN #: 69A37519300004020MS0 69A37520300004020MS0		11.A: Initial Federal Award Date: 11/06/2018 02/03/2020		11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA		11.B: Secondary Federal Award Date:		12. Research and Development Grant: ☐ Yes ☒ No Continuation Grant: ☒ Yes ☐ No	
13. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$14,400.00	(1) Federal	\$14,400.00		
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$0.00	(3) Local			
(4) Travel	\$0.00	(4) Other			
(5) Equipment	\$0.00	Total:	\$14,400.00		
(6) Commodities	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	\$0.00	Number of Grants:	402PT	154AL	TOTAL
TOTAL	\$14,400.00	TOTAL:	\$14,400.00	\$116,136.20	\$130,536.20
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)					
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.					
14. Approved for Grantee:		15. Approved for Sub-Grantee:			
Signature _____ Date _____ Name: Helen Porter Title: Office Director, MS Office of Highway Safety		 Signature _____ Date 8/17/22 Name: Lynn Spruill Title: Mayor, City of Starkville			

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

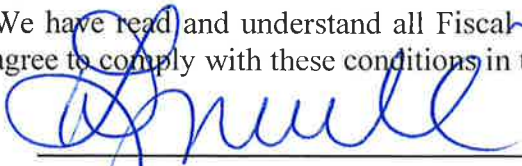
The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- 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
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

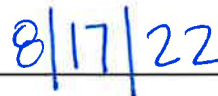
We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.



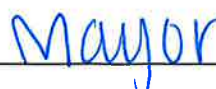
Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)



Print Authorizing Official's Name



Date



Authorizing Official's Title

FY23 MOHS GRANT AGREEMENT**MS Office of Highway Safety**

1025 Northpark Drive

Ridgeland, MS 39157

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

1. Sub-grantee's Name & Mailing Address: City of Starkville Starkville Police Department 110 West Main Street Starkville, MS 39759 Telephone Number: (662)323-4131 E-Mail: cjackson@citystarkville.org		2. Effective Date of Grant: October 1, 2022	
		3. Subgrant Number: 154AL-2023-ST-23-11	
		4. Grant Identifier (Funding Source & Year): 154 Alcohol FY23	
		5. Beginning and Ending Dates: October 1, 2022 – September 30, 2023	
		6. Subgrant Payment Method: <u> X </u> Cost Reimbursement Method	
7. CFDA # - 20.607		8. UEI # - PLEFLHCUPCH6	
9. Congressional District: 3			
10. A: FAIN #: 69A37519300001540MSA 69A37520300001540MSA	11.A: Initial Federal Award Date: 04/17/2019 03/16/2020	11.C: Additional Federal Award Date:	
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: <u> </u> Yes <u> X </u> No Continuation Grant: <u> X </u> Yes <u> </u> No	
13. The following funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$113,349.20	(1) Federal	\$116,136.20
(2) Personal Services-Fringe	\$0.00	(2) State	
(3) Contractual Services	\$57.00	(3) Local	
(4) Travel	\$0.00	(4) Other	
(5) Equipment	\$0.00	Total:	\$116,136.20
(6) Commodities	\$2,730.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Indirect Costs	\$0.00	Number of Grants: 2	
TOTAL	\$116,136.20	TOTAL:	\$116,136.20
			\$14,400.00
			\$116,136.20
The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.			
14. Approved for Grantee:		15. Approved for Sub-Grantee:	
Signature _____ Date _____		Signature _____ Date <u>8/17/22</u>	
Name: Helen Porter Title: Office Director, MS Office of Highway Safety		Name: Lynn Spruill Title: Mayor, City of Starkville	

FY23 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville/ Starkville Police Department				
2. Subgrant Number: 154AL-2023-ST-23-11	3. Grant ID: 154 Alcohol	4. Beginning: October 1, 2022	5. Ending: September 30, 2023	
6. Activity: Alcohol and Drug Impaired Driving Enforcement				

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. \$21.10 per hour X @ approx. 2236 hours = \$47,179.60	\$113,349.20		\$113,349.20
	Individual Officer @ approx. \$21.10 per hour X @ approx. 2236 hours = \$47,179.60			
	Officers over-time or regular time above and beyond normal work hours @ approx. \$31.65 per hour X @ approx. 600 hours = \$18,990.00			
	Total Salaries: \$113,349.20			
Contractual Services	Shipping Cost x 1 @ \$57.00 = \$57.00	\$57.00		\$57.00
Commodities	Total Contractual Services: \$57.00			
	Preliminary Breath Test x 6 @approx. \$455.00 = \$2,730.00	\$2,730.00		\$2,730.00
	Total Commodities: \$2,730.00			

TOTALS	\$116,136.20	\$116,136.20
---------------	--------------	--------------

Mississippi Office of Highway Safety Fiscal Control and Fund Accounting Procedures

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

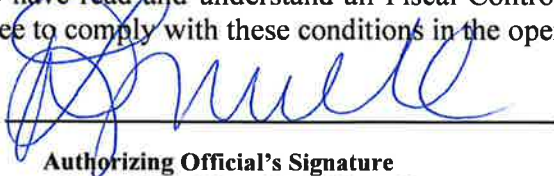
The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- 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
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

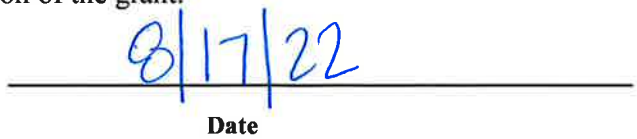
We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.



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



Print Authorizing Official's Name



Date



Authorizing Official's Title

Division of Public Safety Planning SUBGRANT SIGNATURE SHEET

Office of Justice Programs
1025 NorthPark Drive
Ridgeland, Mississippi 39157
(601) 977-3700

1. Subgrantee's Name, Address, & Phone Number: City of Starkville 101 E. Lampkin St Starkville, MS 39759 Cpl. Christopher Jackson 662-769-4425 c.jackson@cityofstarkville.org				2. Effective Date: August 1, 2022 3. Subgrant Number: 21HS2311 4. Grant Identifier: 15PBJA-21-GG-00251-MUMU (Funding Source & Year) 5. Beginning & Ending Dates: 08/01/2022—07/31/2023 6. Subgrant Payment Method: ☒ X Cost Reimbursement ☐ Other			
7. The following funds are obligated:							
Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel	\$ 25,000.00						\$ 25,000.00
Fringe Benefits							
Equipment	\$ 50,984.00						\$ 50,984.00
Travel							
Operating Expenses							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$ 75,984.00						\$ 75,984.00
8. The subgrantee agrees to operate the program outlined in this subgrant in accordance with all the provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement. JAG Statement of Special Conditions Attachment A – Standard Assurances Attachment C – Civil Rights Compliance Checklist Attachment E – Discrimination Complaint Policies Attachment G – Certification Regarding Lobbying Attachment B – EEOC Certification Attachment C-2 – Civil Rights Training Certification Attachment F – Certification Regarding Debarment Attachment H – Match Certification Form							
AGENCY APPROVAL				SUBGRANTEE ACCEPTANCE			
9. Typed Name & Title of Approving DPSP Official: Emberly K. Holmes Office Director				10. Typed Name & Title of Authorized Subgrantee Official: Lynn Spruill Mayor, City of Starkville			
11. Signature of DPSP Official:				12. Signature of Authorized Subgrantee Official:			
Date: 08/01/2022				Date: 8/19/22			

PUBLIC SAFETY PLANNING BUDGET SUMMARY

1. Applicant Agency: City of Starkville Police Department				
2. Subgrant Number	3. Grant Identification Number	4. Beginning Date	5. Ending Date	
21HS2311	15PBJA-21-GG-00251-MUMU	08/01/2022	07/31/2023	
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:	
Funding Sources				
7. For DPSP Use Only	8. Activity	Federal	State	Other (Local-Private)
	Byrne/JAG Hot Spots Policing Program	\$ 75,984.00		
TOTAL		\$ 75,984.00		\$ 75,984.00

PUBLIC SAFETY PLANNING COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Starkville Police Department				Page 1 of 1	
2. Subgrant Number		3. Grant Identifier Number	4. Beginning Date	5. Ending Date	
21HS2311		15PBJA-21-GG-00251-MUMU	08/01/2022	07/31/2023	
6. Activity: JAG Hot Spots Policing Program					
7. FOR DPSP USE ONLY	8. Category	10. Description of Item and/or Basis for Evaluation		11. Budget	
	9. Line Item			Federal	All Other
	PERSONNEL	Overtime for Police Officers - \$ 25,000.00 (not to exceed 1000 hrs. @ \$25.00 per hr)		\$ 25,000.00	\$ 25,000.00
	EQUIPMENT	Automated License Plate Reader \$ 22,989.00 Digital Forensic Extraction/Analysis software \$ 27,995.00		\$ 50,984.00	\$ 50,984.00
TOTAL				\$ 75,984.00	\$ 75,984.00



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG 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.

City of Starkville
Agency's Name

21HS2311
Subgrant Award Number

Lynn Spruill
Authorized Official (Please Print)

Mayor
Authorized Official Title

[Signature]
Authorized Official (Signature)

8/19/2022
Date

18 Initial

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, Mayor Lynn Spruill, hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights 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.

State of Mississippi
[County] of Lauderdale
Signed [or attested] before me on 8/19th/2022 by Caryl E. Pritchard

(Date) (Names(s) of Individual(s))

Chief Mark Ballard
Cpl. Christopher Jackson

Caryl E. Pritchard
Signature of notarial officer
Stamp



Title of Office Mayor
[My commission expires: 2/27/2024.]

[Signature]
Authorized Signatory Official

22. CONSIDERATION TO LEASE PURCHASE A PRINTER FROM RJ YOUNG FOR THE AMOUNT \$2,544 PLUS MONTHLY SUPPLY FEE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to lease purchase a printer from RJ Young for the amount \$2,544 plus a monthly supply fee” is enumerated, this consent item is thereby approved. The lease agreement follows this page.

23. CONSIDERATION OF THE LOWEST BID FOR FINANCING FROM BANKFIRST IN THE AMOUNT OF \$189,750 OVER FIVE YEARS TO BE MADE QUARTERLY IN ADVANCE BEGINNING DECEMBER 15, 2022 AT 3.65% INTEREST FOR THE LEASE PURCHASE OF A 2022 KNUCKLEBOOM LOADER TO BE USED BY THE STARKVILLE SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the lowest bid for financing from BankFirst in the amount of \$189,750 over five years to be made quarterly in advance beginning December 15, 2022 at 3.65% interest for the lease purchase of a 2022 Knuckleboom Loader to be used by the Starkville Sanitation and Environmental Services Department” is enumerated, this consent item is thereby approved.

24. CONSIDERATION FOR THE MAYOR TO EXECUTE THE WORK ORDER REQUEST FROM FOUR COUNTY IN THE AMOUNT OF \$35,444.28 WITH A MONTHLY CHARGE OF \$413.52 FOR THE INSTALLATION OF STREET LIGHTS ALONG CORNERSTONE BOULEVARD FROM HWY 25 TO PARK ENTRANCE.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the work order request from Four County in the amount of \$35,444.28 with a monthly charge of \$413.52 for the installation of street lights along Cornerstone Boulevard from Hwy 25 to park entrance” is enumerated, this consent item is thereby approved. The Four County work order follows the R J Young copier agreement.

25. CONSIDERATION FOR THE MAYOR TO EXECUTE THE WORK ORDER REQUEST FROM FOUR COUNTY IN THE AMOUNT OF \$25,388.00 WITH A MONTHLY CHARGE OF \$296.19 FOR THE INSTALLATION OF STREET LIGHTS ALONG ROCKHILL ROAD FROM GARRARD ROAD TO HWY 82 BYPASS.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval of the work order request from Four County in the amount of \$25,388.00 with a monthly charge of \$296.19 for the installation of street lights along Rockhill road from Garrard Road to Hwy 82 bypass” is enumerated, this consent item is thereby approved. The Four County work order follows the Cornerstone agreement.

26. CONSIDERATION TO DECLARE THE WATER DIVISION 2012 FORD F-350 (#155), VIN NUMBER ENDING IN 5188 AS SURPLUS AND TO AUCTION ON GOVDEALS AND AUTHORIZATION TO PURCHASE A FORD F-350 VEHICLE REPLACEMENT FROM STATE CONTRACT.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to declare the Water division 2012 Ford F-350 (#155), VIN number ending in 5188 as surplus and to auction on govdeals and authorization to purchase a Ford F-350 vehicle replacement from state contract” is enumerated, this consent item is thereby approved.

Cost Per Copy Agreement				Customer Purchase Order		Sales Rep #	
<i>Billing Location</i>				<i>Install Location</i>			
Full Customer Name – Include Inc., Corp., LLC etc. City of Starkville				Customer Name City of Starkville			
				Department		County	
Street Address 110 W. Main Street				Street Address 110 W. Main Street			
City Starkville		State MS	Zip+4 39759	City Starkville		State MS	Zip+4 39759
Contact Name Scott Grice		Phone # 6623232525	Fax #	Meter Contact Scott Grice		Phone # 6623232525	Fax #
Email s.grice@cityofstarkville.org				Email s.grice@cityofstarkville.org			

Qty.	Manufacturer	Equip. ID	Model	Serial Number	Unit Price	Amount
1	Canon		IR ADV C357IF			
1	Canon		Cassette Module-AE1			

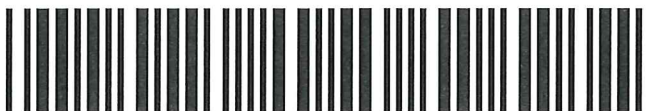
Trade-In/Buyout (Items to be picked up)					Total This Page	
					Total From Add'l Equipment List	
					Sales Tax	
					Tax Exempt ☐ Yes ☒ No Attach Exemption Certificate	Total

1) The equipment specified above will be provided at the following rates:

Commencement Date	Term	Security Deposit	Total Minimum Payment	Minimum Billing Frequency		Overage Billing Frequency	
	60		\$95.18	Monthly		Monthly	
Monthly Minimum Number of B&W Copies 2000	Overage Rate per B&W Copy 0.009000	Monthly Minimum Number of Color Copies 0	Overage Rate per Color Copy 0.075800	Agreement Includes ☐ Yes ☒ No Master Unit ☐ Yes ☒ No Color Supplies ☐ Yes ☒ No Drum/Photo Conductor ☐ Yes ☒ No Imaging Units ☐ Yes ☒ No Parts/Labor ☐ Yes ☒ No Toner/Dispersant ☐ Yes ☒ No Developer ☐ Yes ☒ No Other ☐ New Account ☐ New Equipment ☒ Upgrade ☐ Remanufactured Equipment ☐ Additional Unit ☐ Used ☐ MAM ☐ MICR Toner			
Monthly Minimum Number of Square Feet	Overage Rate per Square Foot	Monthly Minimum Number of Linear Feet	Overage Rate per Linear Foot				
Monthly Minimum Number of B&W Prints	Overage Rate per B&W Print	Monthly Minimum Number of Color Prints	Overage Rate per Color Print				
Monthly Minimum Number of Misc	Overage Rate per Misc	Monthly Minimum Number of Misc 2	Overage Rate per Misc 2				

Remarks:

<i>Additional terms and conditions on page 2.</i>			
Signature: _____		Sales Rep: _____ Date: _____	
Print Name: _____			
Title: _____ Date: _____		Sales Manager: _____ Date: _____	



COST PER COPY AGREEMENT TERMS AND CONDITIONS

This is a non-cancelable agreement

Page 2 of 2

Order # HCJF00

2. **RENTAL AGREEMENT.** You agree to rent the equipment described in this Cost per Copy agreement (collectively "Equipment"). This Agreement will begin on the commencement date listed in the Cost Per Copy Agreement (CPC). You agree to pay us any required Security Deposit when you sign this Agreement. Your CPC Payment consists of the Periodic Equipment Payment and the Periodic Supply Maintenance Payment. The Excess Charge Per Copy is the variable charge for maintenance services and supplies (as set forth in this Agreement) for copies in excess of Minimum Copy Requirement for the applicable period. Unless otherwise set forth in this Agreement, each CPC payment is due and payable monthly. The Minimum Monthly Payment is due whether or not you receive an invoice from us. Excess Charge Per Copy amounts are payable as invoiced by us following the end of each Billing Period. If in any period you make fewer copies than the Periodic Copy Requirement, you cannot carry over that amount to any other period. We have the right to increase, without written notice, the Periodic Supply Maintenance Payment and the Excess Charge per Copy on an annual basis. You will provide us with accurate meter readings for each item of Equipment when and by such means as we request. YOU AGREE THAT WE MAY ESTIMATE THE NUMBER OF COPIES PRODUCED IF A METER READING IS NOT RECEIVED BY US WITHIN 5 DAYS OF THE DATE WE SPECIFY. IF AN ACTUAL METER READING IS RECEIVED WITHIN 90 DAYS OF THE BILLING DATE FOR THE EXCESS COPIES, AN ADJUSTMENT WILL BE MADE. NOTWITHSTANDING ANY ADJUSTMENT, YOU WILL NEVER PAY LESS THAN THE PERIODIC CPC PAYMENT. Single copy charges apply up to 8.5" x 14". For efficient and electronic meter reading, RJY utilizes specialized software that reports current meter readings on all print devices connected to your Network. Customer agrees that meters may be accessed and reported in this manner. Should the number of scans exceed the total of all prints and copies, we reserve the right to invoice these excess scans at \$.0025 per scan. You will make all payments required under this Agreement to us at the address we may specify in writing. Unless a proper exemption certificate is provided applicable sales and use taxes will be added to the Payment. If any Payment is not paid when due, you will pay us a late charge of up to 15% of the amount of the payment or \$15.00 whichever is greater (or such lesser rate as is the maximum rate allowed under applicable law). You also agree to pay \$35.00 for each returned check. Restrictive endorsements or additional terms on checks you send to us will not reduce your obligations to us.

3. **CONNECTION TO COMPUTERS/NETWORKS.** RJY offers complimentary installation of manufacturer print drivers and software for any connectable equipment listed in this agreement. Installation is performed by support personnel. Customer agrees to provide access and information required to complete the requested installation. Customer will provide all necessary network cabling required for installation. If RJY performs the Installation/Connection, the customer agrees that RJY is responsible for only completing the installation and setup of the equipment listed in this agreement. The initial installation and any additional basic configurations are covered at no charge for the first 90 days under the condition that the customer has made no changes to their network during that period. Installations requiring extensive configuration will be quoted separately and performed upon request. After the initial 90 day period, any network connectivity support requested by the customer will be billed at RJY's then current charge rate for connectivity support. ~~RJY will not be held liable for any errors, property damage, loss of time or profit, consequential or incidental damages of any kind arising as a result of operating any software provided with the purchase of a manufacturer's product or downloaded from a manufacturer's website.~~

4. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances.

5. **USE.** You shall use the Equipment in a careful and proper manner in conformance with manufacturer's specifications and all laws, ordinances and regulations in any way relating to the possession or use of the Equipment. Customer represents that these products are NOT acquired for personal, family, or household purposes.

6. **INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to the installation, ownership, maintenance, use, rental, possession, or delivery of the Equipment. You agree to reimburse us for and, if we request, to defend us against any Claims.

7. **ASSIGNMENT.** You agree not to sell, assign, transfer or sublease the equipment or your interest in this Agreement. We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. ~~The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.~~

8. **LOSS OR DAMAGE.** You are responsible for any loss, theft, destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Agreement. You are required to make all CPC payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amount equal to the net present value of all unpaid CPC Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded annually, plus all other amounts due or that may become due under this Agreement. If you have satisfied your obligations under this Section 8, we will forward to you any insurance proceeds that we receive for lost, damaged, or destroyed Equipment. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under Section 16 of this Agreement.

9. **TAXES AND FEES.** You agree to show the Equipment as "Leased Property" on all personal property tax returns. You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Agreement or the Equipment that are now or in the future assessed or levied by any state, local or government authority.

10. **EQUIPMENT LOCATION; RETURN.** You will keep and use the Equipment only at the Equipment Location shown in this Agreement. You may not move the Equipment without our prior written consent. You will provide adequate space and electrical services for the operation of the Equipment. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions or replacements will become part of the Equipment and our property at no cost or expense to us. Upon the expiration or earlier termination of this Agreement, you will deliver the Equipment to us, in good condition, full working order and in complete repair, except ordinary wear and tear. We will pick up the Equipment provided that the Equipment is in our servicing territory. If the Equipment is outside our servicing territory, you will crate, insure, and ship the Equipment, in good working condition, to us by means we designate, with all expenses to be prepaid by you. You will be responsible for any damage to the Equipment during shipping.

11. **RENEWAL.** Unless you give us at least 30 days written notice before the end of the initial term or any renewal term of this Agreement, this Agreement will automatically renew for an additional one year renewal term. During such renewal term(s) the CPC Payment will remain the same (subject to the annual adjustment provided in Section 2 above). We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term.

12. **YOUR REPRESENTATIONS.** You state for our benefit that as of the date of this Agreement: (a) you have the lawful power and authority to enter into this Agreement; (b) the individuals signing this Agreement have been duly authorized to do so on your behalf; (c) by entering into this Agreement you will not violate any law or other agreement to which you are a party; (d) you are not aware of anything that will have a material negative effect on your ability to satisfy your obligations under this Agreement; and (e) all financial information you have provided us is true and accurate and provides a good representation of your current financial condition.

13. **YOUR PROMISES.** In addition to the other provisions of this Agreement, you agree that during the term of this Agreement (a) you will promptly notify us in writing if you move your principal place of business, if you change the name of your business, or if there is a change in your ownership; (b) you will provide to us such financial information as we may reasonably request from time to time; and (c) you will take any action we reasonably request to protect our rights in the Equipment and to meet your obligation under this Agreement.

14. **DEFAULT.** You will be in default under this Agreement if any of the following events occur: (a) you fail to make any CPC payment or other sum when due; (b) you fail to comply with any other term or condition of this Agreement or any other agreement between us, or fail to perform any obligation imposed upon you relating to this Agreement or any such other agreement; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) into any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

15. **REMEDIES.** In the event you default under this Agreement, as defined above, we will have the right to take ONE OR MORE of the following actions, in addition to any and all other remedies that may be available to us under law: (a) cancel this Agreement without prior notice or warning to you; (b) file a law suit against you to collect all past due amounts and ALL AMOUNTS THAT WILL BECOME DUE IN THE FUTURE DURING THE UNEXPIRED TERM, ~~plus the "present value" of the Equipment as determined by us in our sole and reasonable judgment, plus all other fees, charges or amounts that are then due, plus all of our reasonable legal costs, including but not limited to reasonable attorney's fees; reasonable overhead for employee time spent on preparing for suit or attempting to collect payments and mitigate our damages;~~ (c) repossess the Equipment or apply to a court for an order allowing repossession. In this event, you agree that, after the Equipment is repossessed, you will have no further rights in the Equipment, and you agree we may resell, re-lease or otherwise remarket the Equipment without notice to you. ~~You agree (and you waive any rights that may provide to the contrary) that we will NOT be required to repossess, resell, re-lease or otherwise remarket the Equipment at any time, and that our failure to do so will not affect our other rights of collection and other rights under this Agreement or under law.~~

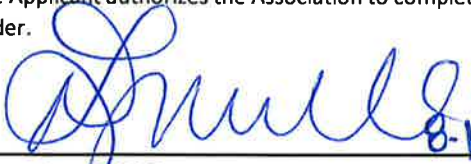
16. **NOTICES.** All of your written notices to us must be sent by certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Agreement. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Agreement. At any time after this Agreement is signed, you or we may change an address by giving notice to the other of the change.

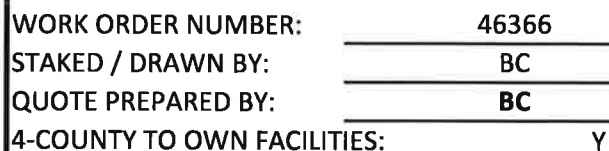
17. **MISCELLANEOUS.** This Agreement contains our entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. Once this agreement is signed by you, the agreement constitutes an OFFER to you, and will not be binding until ACCEPTED by us, as evidenced by the signature of the Corporate Office. Any change in the terms and conditions of this Agreement must be in writing and signed by one of our Officers. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. If a court finds any provision of this Agreement to be unenforceable, the remaining terms of the Agreement shall remain in effect.

18. **JURISDICTION.** You and any Guarantor agree that this Agreement will be deemed fully executed and performed in the State of Tennessee and will be governed by Tennessee law. YOU AND ANY GUARANTOR EXPRESSLY AGREE TO (A) BE SUBJECT TO THE PERSONAL JURISDICTION OF THE STATE OF TENNESSEE; (B) ACCEPT VENUE IN ANY FEDERAL OR STATE COURT IN TENNESSEE; AND (C) WAIVE ANY RIGHT TO A TRIAL BY JURY.

19. **INTERPRETATION.** As a convenience to you and to further expedite this transaction for you, you agree that a photocopy, electronic image or facsimile of this Agreement which includes a photocopy, electronic image or facsimile of the signatures of both parties shall be as valid, authentic and legally binding as the original version for all purposes and shall be admissible in court as final and conclusive evidence of this transaction and of the execution of this document.

20. Customer will be enrolled in the RJ Young online customer portal (ePASS). This online portal allows authorized users designated by customer to order supplies, place service calls, pay invoices, view bills and view account information online.

		WORK ORDER QUOTE NOT VALID AFTER 15 DAYS		WORK ORDER NUMBER: 46984 STAKED / DRAWN BY: GAL QUOTE PREPARED BY: GAL 4-COUNTY TO OWN FACILITIES: YES			
APPLICANT'S NAME:		City of Starkville		TAX ID NUMBER:			
MAILING ADDRESS:							
LOCATION			DESCRIPTION OF WORK TO BE DONE				
COUNTY: Oktibbeha			Install lights at Cornerstone				
STATE HWY/COUNTY RD: Hwy 25			Industrial Park				
TAKE OFF POLE NUMBER:							
UNITS TO BE RETIRED			UNITS TO BE INSTALLED				
UNIT	QUANTITY	LABOR	MATERIAL	UNIT	QUANTITY	LABOR	MATERIAL
		15.82	27.36			8768.68	24036.45
TOTAL		15.82	27.36	TOTAL		8768.68	24036.45
Agreement: This quote itemizes the estimated costs required to complete the work order. The lights and lighting infrastructure will be owned and maintained by the Association. After the work order has been completed, the Applicant may pay the actual cost of the work order. Applicant may choose to pay an amortized amount of the actual cost of the work order as shown. Future maintenance and modifications will be amortized at 14% annually, payable monthly. By signature below and after payment of the amount due, the Applicant authorizes the Association to complete the work order.  8-16-22 APPLICANT DATE  STAKING TECHNICIAN SUPERVISOR OR MANAGER OF MAINTENANCE AND SERVICE DATE 8/4/2022				LABOR AND MATERIAL SUBTOTAL		32805.13	
				STORES EXPENSE			
				LABOR AND MATERIAL TOTAL		32805.13	
				TRENCH /DIRECTIONAL BORE		2475.00	
				RIGHT-OF-WAY CLEARING			
				RETIREMENT LABOR		15.82	
				OVERHEAD		175.69	
				LESS SALVAGE VALUE (IF ANY)		27.36	
				SUBTOTAL		35444.28	
				SALES TAX		0.00	
				TOTAL COST OF WORK ORDER		\$35,444.28	
				MONTHLY CHARGE		\$413.52	
				LIGHTING			

[illegible]

27. CONSIDERATION FOR STARKVILLE TO INITIATE TASK ORDER #3 WITH SEVEN STATES POWER CORPORATION FOR CONSULTING SERVICES AS THEY RELATE TO THE DEPLOYMENT OF DC FAST CHARGING EQUIPMENT AND RELATED SERVICES PER THE TECHNICAL REQUIREMENTS OF THE FAST CHARGE NETWORK FUNDING PROGRAM ADMINISTERED BY TVA AND THE PARTICIPATING STATE AGENCIES.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval for Starkville to initiate task order #3 with Seven States Power Corporation for consulting services as they relate to the deployment of DC fast charging equipment and related services per the technical requirements of the Fast Charge Network funding program administered by TVA and the participating state agencies” is enumerated, this consent item is thereby approved. The Task Order follows this page.

28. CONSIDERATION TO PURCHASE A 6” AND 4” WATER METER SET UP FROM CENTRAL PIPE SUPPLY INC, SOLE SOURCE COMPATIBLE METERS, IN THE AMOUNT OF \$8,250.82 FOR STOCK INVENTORY.

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, and adopted by the Board to approve the August 16, 2022 Official Agenda, and to accept items for consent, whereby the “approval to purchase a 6” and 4” water meter set up from Central Pipe Supply Inc in the amount of \$8,250.82 for stock inventory” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced new employees Bridgette Smith, Community Development permit technician and Stephen Nantel, Sanitation Commercial Driver.

She recognized and congratulated Starkville Utilities for winning second place in the TVA Energy Right Program through which they conducted home energy workshops and after school programs as well as other programs that demonstrated ways people could conserve usage.

Mayor Spruill then recognized the Fire Chief and nine members of the Starkville Fire Explorer Class. The members are learning what it takes to be a firefighter and were encouraged to become firefighters one day.

The Sturgis motorcycle ride will travel through Starkville downtown Friday August 19 at approximately 4:30 p.m. and all were encouraged to support the riders.

Starkville Get Swept Up is scheduled for August 31, 2022 and the Mayor and Board thanked all who planned to participate.



Task Order #3
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES

This Scope of Work Task Order is executed by Seven States Power Corporation ("Seven States") and Starkville Utilities ("Member") as of the dates indicated below; and it identifies a scope of consulting services which Seven States will perform for Member (the "Services") under and pursuant to that certain Agreement for Consulting Services between Seven States and Member, dated November 16, 2021 (the "Agreement"). The terms of the Agreement are incorporated herein by reference as applicable to the performance of the Services.

Scope

For the purposes of this Scope, the project is defined as the deployment of DC fast charging equipment and related services to a specific site per the technical requirements of the Fast Charge Network funding program administered by TVA and the participating state agencies (the "Project"). Seven States' role includes three primary components at each Project site: 1) project management, 2) equipment procurement services, and 3) grant reporting services, ("Services") as detailed below.

Project Management

Seven States is qualified as a services provider under the TVA and participating state agencies' DC Fast Charge Network Program. Seven States provides project preparation and infrastructure planning, site selection support, environmental evaluations, site readiness coordination including project layout, site renderings and preconstruction support, contractor bid services support, site make-ready coordination, and the coordination of equipment installation and commissioning services.

Equipment Procurement Services

Seven States is qualified as an equipment provider under the TVA and participating state agencies' DC Fast Charge Network Program. Seven States shall 1) identify suppliers of equipment that meet minimum technical specifications of the Project and 2) upon Member's approval, procure and coordinate delivery to Member per **Exhibit B to the Agreement**.

Grant Reporting Services

Seven States will facilitate station usage and gross income generated reporting on an annual basis for a period of five (5) years from the date of commercial operation.

Payment

Services for each Project shall be billed at a one-time fixed fee of twenty thousand dollars (\$20,000) and payable within thirty (30) days of executing this Agreement. Payment for DC fast charging equipment and related services shall be billed in accordance with the terms listed in **Exhibit B to the Agreement**.

Additional Services

Additional services are available (including but not limited to specialized engineering studies for project site or specific design drawings for the project) and will be scoped via a separate agreement with third parties and priced at cost plus eighteen percent (18%).

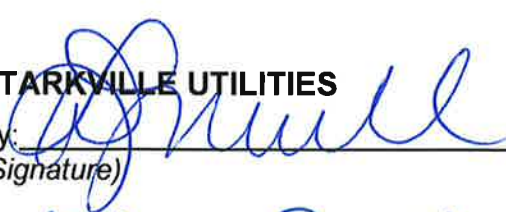
SEVEN STATES POWER CORPORATION

By: _____ Date: _____
(Signature)

(Print Name)

Its: _____
(Title)

STARKVILLE UTILITIES

By:  _____ Date: 8-16-2022
(Signature)

D. Lynn Spruill
(Print Name)

Its: Mayor
(Title)

EXHIBIT B – ADDITIONAL TERMS APPLICABLE TO PROCUREMENT SERVICES

This Exhibit only applies if procurement services are a component of the Services; and only apply to such procurement Services.

Placement of Orders.

Purchase of Equipment. Seven States will procure equipment and other tangible personal property (herein 'Equipment') for Member only after Member has delivered to Seven States a binding, written purchase order specifying the make, model number, and other descriptive information reasonably required by Seven States, along with the requested delivery schedule (which shall be a date that is no less than sixty (60) days after the date of the purchase order), and Member's purchase of Equipment is subject to all of the terms and conditions contained in this Agreement. Any additional printed terms and conditions in Member's purchase order conflicting with, varying or adding to the terms and conditions of this Agreement, shall be of no force and effect, unless the parties hereto agree in writing, in advance, to accept such terms and conditions.

Acceptance of Purchase Orders. All purchase orders and modifications to purchase orders are subject to acceptance or rejection by Seven States in its sole discretion. No purchase order shall be binding upon Seven States unless and until so accepted in writing by Seven States. Seven States agrees to use commercially reasonable efforts to notify Member of its acceptance or rejection of Member's order within ten (10) business days after receipt thereof. Any purchase order accepted by Seven States is referred to in this Agreement as, an "Accepted Order." Unless otherwise specified, Accepted Orders are non-refundable and non-exchangeable. In no event may Member rescind an Accepted Order.

Payment of Purchase Orders. Accepted Orders will be invoiced at Seven States' notice of shipment to Member and payment shall be due upon receipt of invoice. Member's failure to pay the total invoice amount when due may result in a late fee equal to 1.5% per month of any amount that is past due.

Refusal of Purchase Orders.

Seven States may withhold shipments to Member if Member is in violation of its payment obligations or otherwise is in material breach of this Agreement.

Delivery.

Shipping Costs; Terms. All shipping, unless otherwise agreed to by the Parties in writing, shall be FOB Seven States' point of shipment. Except to the extent expressly stated in an Accepted Order, Seven States' prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the goods; and Member shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Equipment to Member. All shipping dates are approximate and are based upon prompt receipt of all necessary information from Member. In no event shall Seven States be liable for any costs related to delay in delivery of the Equipment.

Transfer of Title; Timing. Title to the Equipment will transfer upon the last to occur of (i) payment for the Equipment, or (ii) delivery to the location requested by Member; however, risk of loss and damage to the Equipment (and the obligation to insure same) shall pass to Member upon the delivery of such Equipment to the location requested by Member. Seven States shall use commercially reasonable efforts to deliver Equipment ordered by Member on the scheduled delivery date. All claims for non-conforming shipments, must be made in writing to Seven States within twenty (20) days of actual receipt by Seller. Any such claims not made within such period shall be deemed waived and released.

Substitutions. Seven States shall have the right to make substitutions and modifications to Equipment and in the specifications of Equipment to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall Equipment form, fit, function or safety specifications.

Provisions Relating to Shipments in Lots.

In the case of purchases of Equipment in separate lots, Member may only refuse such portion of a lot or shipment that fails to comply with the requirements of these terms. Member may not refuse to receive any lot or portion thereof for failure of any other lot or portion thereof to be delivered or to comply with these terms.

Taxes, Duties, Etc.

All amounts due to Seven States under this Agreement and/or any applicable purchase order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States or any foreign, state or local governmental entity or instrumentality thereof on the purchase, shipment, use or sale of the Equipment by or to Member, other than taxes measured by Seven States' income, corporate franchise, or personal property ownership. Where applicable, Seven States shall bill Member for the full amount of such Taxes and shall include such amount as a separate line item on the invoice(s) sent to the Member; provided that, Seven States' failure to so bill the Member shall not relieve Member from the obligation to pay any Tax described in this Section.

Warranty.

The Equipment is covered only by the terms of any warranty, if any, that is extended by the manufacturer of same, and Seven States will assign such warranty to Member, to the extent such warranty is assignable. Otherwise, SEVEN STATES MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE EQUIPMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SEVEN STATES EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SEVEN STATES DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF EQUIPMENT.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver – encouraged everyone to keep Starkville beautiful by picking up daily to keep the city appealing. He also ask that Nav Ashford explain the \$1,000 one time premium pay for certified first responders. Alderman Rupp noted that MSU will begin classes August 17 and welcomed everyone associated with that to Starkville.

Alderman Brooks noted MDOT is monitoring the signalization on MDOT roads at the request of motorists.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with scooters. He also stated he was against unnecessary gun use and fighting.

Chris Taylor, thanked the Mayor and Board for supporting pay raises for employees, especially public safety employees.

Ray Evans, expressed support for the Fire Chief and the fire department.

PUBLIC APPEARANCE: None

PUBLIC HEARING:

SECOND PUBLIC HEARING ON THE 2022-2023 BUDGET AND TAX MILLAGE FOR THE CITY OF STARKVILLE.

Alderwoman Sandra Sistrunk, presented an overview of the budget being presented for consideration which included a one mill increase in taxes. Mayor Spruill opened the Public Hearing.

Phillip Carter, Director of the Starkville / Oktibbeha County Public Library, asked that the fiscal year 2023 allocation to the library be increased. He noted programs provided by the library and informed of library needs for the upcoming year.

Alvin Turner noted that people don't like paying taxes but like to see what their money is spent on.

There being no additional public comments, the Mayor closed the Public Hearing.

She then announced the budget and tax millage are scheduled for adoption after a third public hearing during the Board of Aldermen regularly scheduled meeting on September 6, 2022 at 5:30 in the municipal courtroom of City Hall.

29. CONSIDERATION OF A RESOLUTION SUPPORTING THE CREATION OF A RURAL TRANSPORTATION PLANNING ORGANIZATION (RTPO) THROUGH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT.

Alderman Beatty, duly seconded by Alderman Carver, offered a motion approving the Resolution in support of establishing a Rural Transportation Planning Organization under the authority of the Golden Triangle Planning and Development District (GTPDD). The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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 Resolution follows this page.

**A RESOLUTION FROM THE CITY OF STARKVILLE TO
SUPPORT THE CREATION OF A RURAL TRANSPORTATION
PLANNING ORGANIZATION (RTPO)**

***Supporting the Efforts of the Golden Triangle Planning and Development District in the
Formation of a Rural Transportation Planning Organization for the Golden Triangle
Area in Mississippi***

WHEREAS, the City of Starkville, Mississippi, has certain pressing Transportation, Economic and Community Development needs, and;

WHEREAS, the U.S. Department of Transportation has designated available funds under the Rural Surface Transportation Program, and;

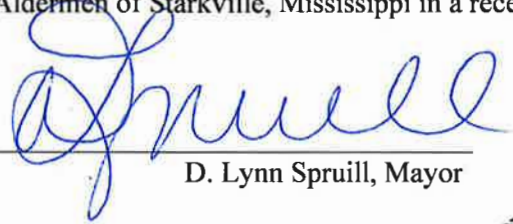
WHEREAS, the City of Starkville, Mississippi, is located in the Golden Triangle Planning and Development District, and;

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) intends to pursue the possibilities of establishing a Rural Transportation Planning Organization,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi;

- (1) That Starkville, Mississippi wishes to be a part of and participate in the planning, development, and organization of a Rural Transportation Planning Organization (RTPO) through the Golden Triangle Planning and Development District;
- (2) That upon approval of said organization each participating entity will be eligible to receive assistance in funding of certain highway, bridge or tunnel projects that are eligible under programs of the U.S. Department of Transportation; and
- (3) That the Mayor of Starkville, Mississippi is hereby authorized to sign all necessary documents related to such establishment for the said municipality, upon approval of said organization by the U.S. Department of Transportation.

SO ORDERED THIS the 16th day of August 2022, by the City of Starkville Mayor and Board of Aldermen of Starkville, Mississippi in a recess meeting.


D. Lynn Spruill, Mayor


Attest: Lesa Hardin, City Clerk



30. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Beatty, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of August 8, 2022 for fiscal year ending 9/30/22, 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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	\$ 242,304.27
Airport Fund	015	10,257.50
Restricted Airport	016	9,310.00
Sanitation	022	59,007.95
LandFill	023	577.18
Computer Assessments	107	29,237.92
Modernization Use Tax	120	9,418.46
Industrial Park Bond	303	2,298.14
Park and Rec Tourism	375	414,219.32
Park Bond - 2020	380	180,593.07
Sub Total Before Utilities		\$ 957,223.81
Utilities Dept.	SED	1,617,295.16
Total Claims	Total	\$ 2,540,652.89

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the motion of Alderman Rupp, seconded by Alderman Brooks, 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

32. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Carver offered a motion to enter Executive Session for the purpose of discussion of the job performance of

an employee in the Fire Department. Following a second by Alderman Rupp, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	Voted: Yea
Alderman Hamp Beatty	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

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

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

Alderman Perkins offered a motion to return to open session. Alderman Rupp 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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 no action in Executive Session.

34. MOTION TO ADJOURN UNTIL SEPTEMBER 6, 2022 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Rupp, for the Board of Aldermen to adjourn the meeting until September 6, 2022 @ 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 Jeffrey Rupp	Voted: Yea
Alderman Mike Brooks	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 20th DAY OF SEPTEMBER, 2022.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

**MINUTES OF THE WORK SESSION
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
September 2, 2022**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, September 2, 2022 at 11:00 a.m. in the second-floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Alderman Ben Carver, Alderwoman Sandra Sistrunk, Alderman Jeffrey Rupp, Alderman Mike Brooks, Alderman Hamp Beatty and Alderman Henry Vaughn. City Attorney Chris Latimer and City Clerk Lesa Hardin were also present.

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

Mayor Spruill led an open discussion on the possible implementation of a four day work week with flex time for eligible departments.

The Mayor and members of the Board discussed items on the upcoming September 6, 2022 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE 20th DAY OF SEPTEMBER, 2022.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 2, 2022
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. DISCUSSION REGARDING THE POSSIBLE IMPLEMENTATION OF A 4 DAY
WORK WEEK WITH FLEX TIME FOR ELIGIBLE DEPARTMENTS**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE SEPTEMBER 6, 2022,
REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**
- D. ADJOURN MEETING**



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, SEPTEMBER 2, 2022**

**AT 11:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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



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

AGENDA ITEM DEPT.: Public Hearing
AGENDA DATE: September 20, 2022
PAGE: Page 1 of 131

SUBJECT:

Second Public Hearing and Consideration for amending the Unified Development Code.

SUMMARY:

The Unified Development Code was adopted in December of 2019 and last amended on March 15, 2022. The proposed amendments are as follows:

UDC Section Number	Description of Revision
1.3.2	Added "The provisions of this Code shall also be used for establishing requirements in a development agreement for any developments requesting services from the City of Starkville outside of the city limits. The requirements may include but not be limited to zoning district requirements, use standards, development standards, subdivision standards, stormwater management, utility requirements, and building code."
3.6.1	Changed heading from "Adjustment Amounts" to "Adjustments"
3.6.1.Q	Add percentage decrease of 10% to access point spacing and a decrease of 5' to access alignment
3.6.1.R	Add administrative adjustments for sidewalks
3.14.2.A.3	Added lot square footage and acreage to be included on the plat.
6.3 Detached and Attached Duplex Dwelling (RN)	Add "(*)" To front and side setback requirements. "(*)" For lots existing prior to establishment of current zoning, infill standards shall be used for building, accessory dwelling, and accessory structure setbacks"
6.3 Manufactured and Modular Home	Added "(**)" To front, side, and rear setback requirements. "(**)" For lots existing prior to establishment of current zoning, building and structure setbacks can be reduced as part of approval of special exception request"
6.8.2	Added "developed lots" to the measurement
14.8.1.A	Typo- remove "A."
14.10.	Corrected several formatting and grammatical errors.
Fig 14.11-1	Updated sidewalk Development Zone Map to include annexation area
14.11.4.O	Added administrative adjustment option
14.15	Corrected several formatting and grammatical errors.
15.1	Corrected several formatting and grammatical errors.
15.1.4.C	Change warranty surety from 150% to 15%
15.3	Corrected several formatting and grammatical errors.
Fig 15.3-3	Updated sidewalk Development Zone Map to include annexation area
15.3.3.H.4	Changed text to "If an existing sidewalk exists adjacent to a lot being subdivided and the existing sidewalk adjacent to the subdivision does not meet current City and/or ADA standards, the sidewalk shall be brought to current City and/or ADA standards in conjunction with the subdivision. The City may participate in part of the cost of the sidewalk installation if a sidewalk exists but does not meet current City and/or ADA standards with written request from the Developer and approval by the Board of Alderman."
15.3.3.K	Removed "that does not meet the exception criteria of Section 15.3.3 (J)"
15.3.3.L	Added administrative adjustment option

15.4.1.C.4	Change section to reference "The City of Starkville Standards of Design & Specifications" and deleted the table 15-4-1
16.8.4.B.5	Removed section reference
16.8.4.B.6	Changed "greater" to "steeper"
16.8.4.C.3	Removed the word "open"
16.8.4.E.5	Added "or Flexamat"
16.9.2.G.2	Changed "fifty (50) year" to "one hundred (100) year"
16.9.2.I	Added "unless otherwise approved by the City Engineer"
16.10	Update flood ordinance
17.7	Added "17.7. Standards for Boarding up Vacant and Occupied Structures"

Both Public hearings were advertised on August 19, 2022 and August 26, 2022 in the Starkville Daily News.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext. 3136 or d.havelin@cityofstarkville.org

SUGGESTED MOTION:

Move approval of amending the Unified Development Code.

ORDINANCE NO. 2022-5

**ORDINANCE OF THE CITY OF STARKVILLE, MISSISSIPPI FOR AMENDING
THE UNIFIED DEVELOPMENT CODE**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, held two public hearings as described in the proof of publication of the notices of hearings, which is appended to the Minutes in connection with the proposed amendments to the Unified Development Code; and

WHEREAS, the Mayor and Board of Aldermen find and determine that notice of said public hearings was duly and properly given and based upon the input from citizens and others, the City of Starkville finds the need to amend the Unified Development Code; and

WHEREAS, Miss. Code Ann. §21-17-5 authorizes the City to adopt and amend ordinances with respect to the care, management, and control of its municipal affairs, property, and finances; and

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi:

SECTION 1. That Sections 1, 3, 6, 14, 15, 16, and 17 of the Unified Development Code of the City of Starkville shall be amended as provided herein-below.

SECTION 2. Said Ordinance having been previously reduced to writing, a motion was made by Alderman _____ and seconded by Alderman _____ to adopt the Ordinance and no request having been made by the Mayor or any member of the Board of Aldermen that said Ordinance be read by the City Clerk before a vote was taken, and reading of such having been waived, said Ordinance was adopted by the vote of the Board of Aldermen, the results being as follows:

Alderman Ben Carver	Ward 1	Voted:
Alderman Sandra C. Sistrunk	Ward 2	Voted:
Alderman Jeffrey Rupp	Ward 3	Voted:
Alderman Mike Brooks	Ward 4	Voted:
Alderman Hamp Beatty	Ward 5	Voted:
Vice Mayor Roy A'. Perkins	Ward 6	Voted:
Alderman Henry N. Vaughn, Sr.	Ward 7	Voted:

ORDAINED AND APPROVED, this the 20th day of September, 2022, at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

Proof of Publication of the Notices

AFFP

Public hearings Board of Alder

Affidavit of Publication

STATE OF MISSISSIPPI } SS
COUNTY OF OKTIBBEHA }

Mollie Moore, being duly sworn, says:

That she is Classified Clerk of the Starkville Daily News, a daily newspaper of general circulation, printed and published in Starkville, Oktibbeha County, Mississippi; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 19, 2022, August 26, 2022

Two public hearings will be conducted by the City of Starkville Board of Aldermen to consider updates to the Unified Development Code. The amendments to the Unified Development Code include but are not limited to: removing conflicting text, correcting clerical errors, updating Administrative Adjustments, adding exclusion and requirements to the Technical Codes, updating RN zoning district requirements for existing lots, updating the sidewalk requirements, and updating the Flood Damage Prevention Ordinance. The sections affected by this update include but are not limited to: Sections 3, 6, 13, 14, 15, 16, and 17.

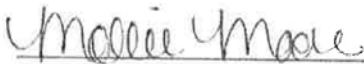
There will be a total of two public hearings held by the Board of Aldermen. The Board of Aldermen will hold the first public hearing on September 6, 2022 and the second public hearing and possible consideration on September 20, 2022. Both hearings will be held at 5:30 pm in the courtroom on the 1st floor of City Hall at 110 West Main Street in Starkville, Mississippi.

At the public hearings, interested parties may appear and be heard. A digital version of the draft will be made available on the City's website www.cityofstarkville.org. A printed copy may be reviewed in the Community Development Department by the public at City Hall during normal business hours.

For more information, please contact Daniel Havelin, City Planner

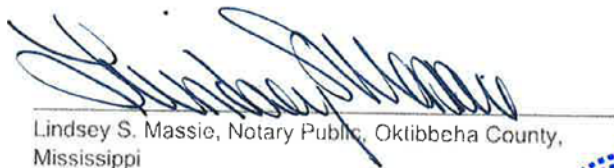
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Classified Clerk

Subscribed to and sworn to me this 26th day of August 2022.


Lindsey S. Massie, Notary Public, Oktibbeha County, Mississippi

My commission expires: July 22, 2026

00000131 00098457 662-323-4961

Lesa Hardin
City of Starkville (SDN)
110 West Main Street
Starkville, MS 39759



Section 1. INTRODUCTION

1.1. Title. This Ordinance shall be known as the "Unified Development Code" of the City of Starkville, Mississippi, dated December 17, 2019. The map herein referred to as the "Zoning Map of Starkville, Mississippi," dated December 17, 2019 and all explanatory matter thereon is hereby adopted and made a part of this Code.

1.2. Authority. This Code is adopted pursuant to authority granted to the City of Starkville by the Mississippi Code and is adopted in accordance with:

1.2.1. The enabling authority contained in Title 17 - Local Government; Provisions Common to Counties and Municipalities, Chapter 1 -Zoning, Planning and Subdivision Regulation (as amended); and

1.2.2. All other relevant laws of the State of Mississippi.

1.2.3. Whenever any provision of this Code refers to or cites a section of the Mississippi Code (as amended), and that section is later amended or superseded, this Code shall be deemed amended to refer to the amended section or the section that most nearly corresponds to the superseded section.

1.3. Purpose & Applicability

1.3.1. Purpose. In accordance with Mississippi Code Title §17-1-9, this Code is made in accordance with the City's Comprehensive Plan and designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements. Such regulations have been made with reasonable consideration, among other things, to the character of the districts and their peculiar suitability for

particular uses, and with a view to conserving the value of buildings, and encouraging the most appropriate use of land throughout the City. Furthermore, these provisions have been intended to protect and enhance the quality of life of City residents, employees and visitors with respect to: the preservation of significant natural and cultural resources; the optimal use of land; appropriate densities, form and character of development; efficient and well-connected mobility accommodating varied transportation modes; sufficient infrastructure and utilities; open space and recreational facilities; varied and affordable housing alternatives; and economic development opportunities.

1.3.2. Applicability.

The provisions of this Code shall apply to the use and development of all incorporated land within the boundaries of the City of Starkville, Mississippi, unless exempted by this Code, State law, or Federal law.

The provisions of this Code shall also be used for establishing requirements in a development agreement for any developments requesting services from the City of Starkville outside of the city limits. The requirements may include but not be limited to zoning district requirements, use standards, development standards, subdivision standards, stormwater management, utility requirements, and building code.

1.4. Guiding Principles. The guiding principles establish fundamental design and planning principles for Starkville's future growth. These principles shall guide day-to-day decisions of the governing authorities, boards, and city staff.

1.4.1. Preserve Open Space and Environmentally Sensitive Areas. Discourage development within environmentally sensitive areas such as floodplains, wetlands, steep slopes and important plant and animal habitats. Preserve tree

cover where possible, as well as open space connected to a broader open space network.

- 1.4.2. Take Advantage of Existing Community Assets.** Examples of assets to leverage include the historic downtown, older buildings citywide, open spaces, streams and other natural resources. Steer future development toward existing developed areas with existing infrastructure. Another key asset for Starkville to leverage is Mississippi State University and the MSU community.

- 1.4.3. Foster Walkable Neighborhoods Offering a High Quality of Life.** Neighborhoods should feature a variety of housing types where appropriate, parks and recreation, strong pedestrian and biking accessibility, and small commercial nodes where appropriate. The character of existing historic neighborhoods should be protected through the preservation of buildings and compatible infill development, and automobiles should not dominate neighborhood Design.

- 1.4.4. Create a Range of Housing Opportunities and Affordable Choices.** While single-dwelling unit detached houses will continue to dominate the community, a variety of housing types and sizes should be available, including accessory units, attached housing, and multi-dwelling unit housing. Higher density housing should be located where infrastructure can support it and where other land uses can provide needed amenities, including shopping, dining and recreation.

- 1.4.5. Mix Land Uses for Pedestrian-Friendly Places.** Provide specific locations where a mixture of land uses, including commercial, office, housing and civic uses, can be physically integrated. Such integration should be both horizontal and vertical (mixed-use buildings,) and result in pedestrian-friendly places.

- 1.4.6. Promote Attractive Development with a Strong Sense of Place.** Attractive development includes high-quality architecture and building materials, generous landscaping, and minimal visual impact of vehicle circulation and parking areas. Buildings should also have a strong physical relationship with their associated street, and development should reflect Starkville's historic development patterns and character.

- 1.4.7. Provide Recreational and Cultural Amenities.** With strong recreational and cultural facilities, including museums, performing arts, and visual arts, and plenty of active and passive recreational opportunities, Starkville can offer a high quality of life. Such amenities will benefit citizens directly, and also help with attracting new job-creating businesses.

- 1.4.8. Provide a Variety of Transportation Choices and High-Quality Transportation Corridors.** Starkville should be easy and convenient to navigate. Traffic congestion should be minimized, and motorized traffic should be "calmed" to avoid negative impacts. "Complete streets" should be context sensitive and accommodate a range of transportation modes, including motorized vehicles, bikes and pedestrians. An extensive greenway system should be provided. Strip commercial corridors should be avoided and instead feature highly-functional and attractive corridors in which commercial development is concentrated into mixed use centers at key street intersections.

- 1.4.9. Expand Economic Development Opportunities.** Starkville should offer a business-friendly climate that welcomes new businesses that provide jobs and add to the tax base of the city. A variety of business types should be pursued for a diversified economy, including those

featuring high technology and manufacturing jobs. MSU's Thad Cochran Research, Technology, and Economic Development Park should continue to be leveraged.

- 1.4.10. Ensure Policies and Processes that are Equitable to both Citizens and Developers.** Encourage meaningful citizen participation in Starkville's growth and development decisions, while making development decisions predictable, fair, and cost-effective within a framework of policies that reflect the City's adopted citywide comprehensive plan.

1.5. Rules of Construction. The following rules shall apply for construing or interpreting the terms and provisions of this Code:

- 1.5.1. Minimum Requirements.** In their application, the provisions of this Code shall be held to be the minimum requirements for the promotion and protection of the public health, safety, and general welfare, and shall be construed to achieve the purposes for which this Code is adopted.

- 1.5.2. Application of Most Restrictive Provisions.** In the event of any conflict between the limitations, requirements, or standards contained in different provisions of this Code and applying to an individual use or structure, the more restrictive provision shall apply.

- 1.5.3. Priority of Text.** In the event of a conflict or inconsistency between the text of this Code and any caption, figure, illustration, table, or map contained herein, the text shall control unless the intent of the Code is clear otherwise.

- 1.5.4. Interpretation of Words.** The words "shall", "must", and "will", are mandatory in nature, establishing an obligation or duty to comply with the particular provision. The word "may" is permissive in nature. Words used in the present tense include the future tense, and vice versa. Words used in the singular number include the plural number and the

plural number includes the singular number, unless the context of the particular usage clearly indicates otherwise. Words used in the masculine gender include the feminine gender, and vice versa. For words, terms, and phrases used in this Code that are not defined in the Definitions section or elsewhere in the City's Code, the City Planner shall have the authority to interpret or define such words, terms and phrases. In making such interpretations or definitions, the city planner may consult secondary sources related to the planning and legal professions, such as "Black's Law Dictionary" (West Publishing Company, St. Paul, Minn., most current edition), "The Latest Illustrated Book of Development Definitions" by Harvey S. Moskowitz and Carl G. Lindbloom (Center for Urban Policy Research, Rutgers University. N.J. 2007, or most current edition), for technical words, terms, phrases, and graphics, or any "Webster's Dictionary" for other words, terms and phrases.

- 1.6. Comprehensive Plan.** The goal of this Code is to ensure that all development within the City's jurisdiction is consistent with, and conforms to the vision, goals, and objectives of the City's adopted Comprehensive Plan and any adopted specific area plans and functional plans addressing growth and development within the City. To the extent that this Code is or becomes inconsistent with these adopted plans, it should be amended to become or remain consistent with the adopted plans. Additionally, all amendments to this Code's text or Official Zoning District Map should maintain and enhance consistency between this Code and the adopted plans.

1.7. Relationship with Other Laws

1.7.1. **Conflicts with Other City Codes or Laws.** If a provision of this Code is inconsistent with another provision of this Code, or with a provision found in other adopted Codes or Codes of the City, the more restrictive provision shall govern unless the terms of the more restrictive provision specify otherwise. The more restrictive provision is the one that imposes greater restrictions or burdens, or more stringent controls.

1.7.2. **Conflicts with Private Agreements.** The City shall not be responsible for monitoring or enforcing private easements, covenants, and restrictions, although the City may inquire as to whether land is subject to easements, covenants, and restrictions during the review of applications.

1.7.3. **Conflicts with State or Federal Laws.** Title 17 of the Mississippi Code establishes planning and zoning authority for local governments. If a provision of this Code is inconsistent with a provision found in the law or regulations of the State or Federal government, the more restrictive provision shall control, to the extent permitted by law.

1.7.4. **Vested Rights.** Nothing in this Code is intended to repeal, supersede, annul, impair, or interfere with any existing vested rights previously adopted, established, or issued in accordance with all applicable laws, provided such rights are lawfully established and remain in effect.

1.8. **Burden of Proof.** The burden of demonstrating that an application or any development subject to this Code complies with applicable review and approval standards is on the applicant. The burden is not on the City or other parties to show that the standards have been met by the applicant or person responsible for the development.

1.9. **Severability.** If any court of competent jurisdiction invalidates any provision of this Code, then such judgment shall not affect the validity and continued enforcement of any other provision of this Code. If any court of competent jurisdiction invalidates the application of any provision of this Code, then such judgment shall not affect the application of that provision to any other building, structure, or use not specifically included in that judgment. If any court of competent jurisdiction judges invalid any condition attached to the approval of an application for a development approval or the approval of a special exception or use exception, then such judgment shall not affect any other conditions or requirements attached to the same approval which are not specifically included in that judgment.

1.10. **Repealer Section.** All ordinances or codes or parts of ordinances or codes adopted heretofore by the City of Starkville, Mississippi, which are in conflict herewith or inconsistent with the provisions of this ordinance are hereby repealed.

1.11. Transitional Rules

1.11.1.

Violations Continue. Any violation of the previous Zoning Code shall continue to be a violation under this Code and any other applicable codes, laws, or statutes. Violations of this Code shall be subject to the penalties set forth in 3.19 Enforcement, and any other applicable ordinances, laws, or statutes.

1.11.2.

Completed Applications

A. Complete applications prior to this code. Any application submitted and accepted as complete before the effective date of this Code, but still pending final action as of that date, shall be reviewed and decided in accordance with the regulations in effect when the application was accepted. To the extent such an application is approved and proposes development that does not comply with this Code, the subsequent development, although permitted, shall be nonconforming and subject to the provisions of 3.17 Nonconformities.

B.

Time frame of previous code. Completed applications shall be processed in good faith and shall comply with any time frames for review, approval, and completion as established in the regulations in effect at the time of application acceptance. If the applicant fails to comply with the required time frames, it shall expire and future development shall be subject to the requirements of this Code.

C.

Option for pending applications. An applicant with a pending application accepted before the effective date of this Code may opt to have the proposed development reviewed and decided under the standards of this Code by withdrawing the pending application and submitting a new application in accordance with the standards of this Code.

D.

Option for New Applications. An applicant with a new application accepted before the effective date of this Code may opt to have the proposed development reviewed and decided under the standards of this Code.

1.11.3.

Approved Applications.

A. Approvals per the previous code. Any development approvals granted before the effective date of this Code in accordance with the procedures outlined in the City's previous Code, the Subdivision Regulations and/or other related regulations shall remain valid until their expiration date. Developments with valid approvals or permits may be carried out in accordance with the terms and conditions of their approval and the development standards in effect at the time of approval, provided the permit or approval is valid and has not expired.

B.

Prior or revoked approvals. If the prior approval expires or is revoked (i.e., for failure to comply with the terms and conditions of approval), any subsequent development of the site shall comply with the procedures and standards of this Code.

C.

Nonconforming status. To the extent a prior-approved application proposes development that does not comply with this Code, the subsequent development, although permitted, shall be nonconforming and subject to the provisions of 3.17 Nonconformities.

1.11.4.

Nonconformities. If any use, structure, building, lot, or sign legally existed on the effective date of this Code, but does not fully comply with the standards of this Code, then that use, structure, lot, or sign shall be considered nonconforming under this Code and shall be subject to the provisions of 3.17 Nonconformities.

1.12. Effective Date. This Code shall take effect and be in force after its passage according to law.

3.6. Administrative Adjustments.

1. An administrative adjustment is any minor deviation from the required dimensional, numerical amount, or percentage as required in a zoning district, use standards, or development standards that still meets the intent of this code. During the site plan and/or architecture review process, the City Planner is authorized to approve an administrative adjustment at the request of the applicant. It is the responsibility of the applicant to meet the burden of clearly demonstrating the reason for the requested administrative adjustment and to provide sufficient documentation to illustrate how the adjustment is related to a site constraint and/or how the modification would equal or exceed the existing standard in terms of achieving the intent of this code.
- 2.

3.6.1. Adjustments. Only the following requirements and the amounts stated are to be considered for administrative adjustments:

- A. **Lot Coverage.** Increase of up to five (5) percent of the maximum building coverage allowance.
- B. **Building Setback**
 1. **Setbacks in form-based districts**
 - i. Increase of up to five (5) feet of a required maximum front or side setback adjacent to street.
 - ii. Decrease of up to two (2) feet of a required minimum front or side setback adjacent to street.
 2. **Setbacks in non-form-based districts**
 - i. Increase of up to five (5) feet of a required maximum front, side, or rear setback adjacent to a street if a minimum distance of ten (10) feet from any adjacent structure is maintained.
 - ii. Decrease of up to two (2) feet of a required minimum front, side, or rear setback adjacent to a street if a minimum distance of ten (10) feet from any adjacent structure is maintained.

C. **Lot Frontage Buildout**

1. Decrease of up to ten (10) percent of the lot frontage buildout requirement at the front or side setback adjacent to street.
2. For existing lots, the minimum decrease necessary to allow the applicant to meet the required side setbacks

D. **Minimum Lot Width.** A decrease of up to five (5) feet for any existing lot within a TN-E or MDU-9 zoning district from the minimum lot width requirements for a residential or mixed-use development

E. **Access Drives and Driveway Width**

- i. Increase of up to five (5) feet of the maximum driveway width for shared driveways serving multiple units or when fire service cannot be provided from the street.
 - ii. Increase the width of a driveway up to a maximum width of 30 feet for lots located within a SD-2 or SD-6 zoning district when accessing a garage or carport with three or more car bays.
 - iii. Increase in minimum curb radii for industrial or other similar uses when the applicant provides engineering documentation including truck turning templates that necessitate a larger radius for the curb return
- Required Amount of Parking.** Increase or decrease up to ten percent (10%) from the number of required spaces based on the use.
- Parking Setbacks.** Decrease of up to five (5) feet of a required primary or side street parking setback for form-based districts only. All other districts will require a variance.

H. **Parking Lot Layout.**

1. **Parking space width.** A decrease of up to six (6) inches in parking space width, but maintaining a minimum overall width of nine (9) feet. The minimum width of parallel parking spaces is not eligible for administrative adjustments.
2. **Parking space length.** A decrease of up to six (6) inches in parking space length except for parallel and perpendicular parking spaces.

3. **Drive aisle width.** A decrease of up to six (6) inches in drive aisle width.
 - I. **Required Amount of Parking.** An increase or decrease less than ten percent (10%) from the minimum or maximum number of required spaces.
 - J. **Location of Recreational vehicles and equipment.** May be permitted on a hard surface on the side of the front yard if applicant demonstrates that the vehicle cannot be located in the side yard, rear yard, garage, carport, or an enclosed building due to physical constraints of the subject property. Physical constraints shall include existing trees, excessive grades, limited side yard width, HVAC equipment and existing utilities. The removal of existing trees in order to accommodate the parking requirements is not required or preferred.
 - K. **Building Width.** Increase of up to ten (10) percent of the maximum street facing building width.
 - L. **Articulation in Building Facade.** Decrease of up to 5 (5) percent of the required wall variation length.
 - M. **Transparency.** An increase or decrease of up to five (5) percent of the minimum or maximum amount of required transparency.
 - N. **Ground Floor Elevation**
 1. An increase or decrease of up to one (1) foot of a required minimum or maximum ground floor elevation for ADA accessibility.
 2. Ground floor elevation shall however be no lower than two (2) feet above the base flood elevation.
 - O. **Story Height**
 1. Decrease of up to one (1) foot of a required minimum ground story floor height in form-based districts.
 2. Increase maximum building height up to five (5) feet.
 - P. **Subdivision Requirements**
 1. **Blocks, Lots, Access.** Administrative adjustments may be appropriate where topographic changes are too steep, where existing buildings, streams, or other natural or man-
 2. **New Streets.** Administrative adjustments may be appropriate when an existing building would impede roadway expansion; when transitioning from a different street section; or where strict compliance with this Unified Development Code and City of Starkville Standards of Design & Specifications would pose a safety hazard.
- Q. Requirements of *The City of Starkville Standards of Design and Specifications*.**
1. Administrative adjustments may be appropriate for minor changes to methods, materials, and numerical values used in engineering calculations as long as it meets the intent of the requirement and does not compromise the quality of improvements, increase long-term maintenance or sacrifice the safety of the public, as determined by the City Engineer.
 2. Decrease in access point spacing up to ten (10) percent
 3. Decrease in access and driveway alignment up to five (5) feet.
- R. Sidewalk Requirements.** All administrative adjustments for sidewalks shall be approved by the City Engineer prior to being authorized by the City Planner. The types of administrative adjustments for sidewalks are as follows:
1. **Secondary Streets.** Sidewalks along secondary streets may not be required if it is determined that the construction associated with the placement of the sidewalk would adversely affect the character of the neighborhood and not provide a substantial increase in access to the area serviced by the proposed sidewalk.
 2. **Combining Sidewalks.** If it is determined that sidewalks would be difficult or impractical to locate on both sides of an existing or proposed street, an enlarged sidewalk may be located on just one side of the street. Size of the sidewalk will be based on the need of the area serviced by the sidewalk.

Section 3. Procedures & Processes

3. **Relocation of Required Sidewalk.** If it is determined that a sidewalk along a primary street and/or secondary street would be difficult or impractical to construct, a new sidewalk or renovation to an existing sidewalk in the general area of the property may be allowed.
 - 3.6.2. **Review Procedure.**
 - A. Request.** The request for an administrative adjustment shall be made in writing and shall include any drawings and supporting materials to support the request.
 - B. Review by City Staff.** The request will be reviewed by the City Planner, City Engineer, and/or city staff. At the discretion of the City Planner or City Engineer, the request may be reviewed during a Development Review Committee meeting.
 - C. Approval procedure.** Upon approval of such administrative adjustment by the City Planner and/or City Engineer, a written explanation of the specific approved adjustments shall be attached to the approved site plan and/or building permit application.
 - D. Disapproval procedure.** A decision to not allow an administrative adjustment by the City Planner, shall require a variance or special exception to allow for the requested adjustment.

3.14. Plat Specifications and Certifications

3.14.1. Preliminary Plat Specifications and Certifications

A. Preliminary Plat Specifications

1. The preliminary plat shall include a vicinity map at a scale no larger than one (1) inch equal to eight hundred (800) feet. The vicinity map shall illustrate streets, highways, railroads, property lines, existing subdivisions and other significant features within one-half mile of the proposed subdivision.
2. The preliminary plat shall be clearly and legibly drawn. The size of the plat shall not be smaller than eighteen (18) inches by twenty (24) inches and the scale no larger than one (1) inch equal to one hundred (100) feet.
3. The preliminary plat shall contain the following information:
 - i. Date of survey, north point, title, and graphic scale.
 - ii. Key map when more than one sheet is required to present the plan.
 - iii. The proposed name of the subdivision. The name of the subdivision shall not duplicate or too closely resemble the name of any other subdivision recorded in Oktibbeha County, Mississippi unless subdivision is a phase of a previously recorded plat.
 - iv. Names and addresses of the owners of the property, including the names of the existing mortgagee, the subdivider, and the engineer platting the tract.
 - v. Preliminary certificate of accuracy as shown in Section 3.14.1.B.
 - vi. Source of title, giving deed record book and page number.
 - vii. Location of the tract by legal description giving acreage.
 - viii. The boundary lines of all proposed lots and tract indicated by a heavy line giving dimensions to the nearest one-tenth foot, and angles to the nearest minute, which shall be balanced and closed with an error of closure not to exceed one to 5,000.

- ix. True courses and distances to the two nearest established section corners or benchmarks or other recognized permanent monuments which shall accurately describe the location of the plat.
- x. Accurate location and description of all monuments found.
- xi. Municipal, county and section line locations accurately tied to the lines of the subdivision by distances and angles.
- xii. Zoning districts.
- xiii. Names of recorded subdivision(s) abutting the proposed subdivision, with plat book and page references.
- xiv. Existing and Proposed streets and allies with right-of-way lines, including location, width, and proposed names of streets.
- xv. The location and designation of all streets, alleys, parks and other areas intended to be dedicated or deeded to the public use, with proper dimensions.
- xvi. Dimensions, locations, and purpose of all easements.
- xvii. Dimension and location of all setback lines.
- xviii. Lot and block numbers.
- xix. The location and designation of any areas to be reserved for common use by deed covenant for all property owners within the subdivision.
- xx. All lots logically and consecutively numbered.
- xxi. The location and designation of any Federal Emergency Management Agency (FEMA) flood hazard zone.
- xxii. All wetlands or other environmentally sensitive areas to the greatest extent possible utilizing the best information available including but not limited to visible observation and publicly available maps.

- xxv. The location and size of all utilities on or adjacent to the subdivision.
- xxvi. The location and type of all proposed street lights and signs.
- 4. The preliminary plat shall be accompanied by the following information:
 - i. Existing and proposed covenants and restrictions.
 - ii. Source and adequacy of the proposed water supply.
 - iii. Provisions for sewage disposal, drainage and flood control.
 - iv. Typical cross sections of all streets. Centerline profiles of approximate street grades derived from office computations may be required by the staff if deemed advisable.
 - v. Any other information that may be necessary for the full and proper considerations of the proposed subdivision.

xxiii. Existing contours shall be illustrated as a dashed line. Topographic contours shall be illustrated at a minimum of one (1)-foot intervals and extending a minimum of ten (10) feet beyond the property boundaries. Survey beyond the property boundaries may be supplemented with publicly available LIDAR topographic data if access is not feasible. Additional topographic information may be required beyond the minimum ten (10) feet if deemed necessary by City Staff.

xxiv. Natural features within and immediately surrounding the proposed subdivision, including drainage channels, bodies of water, wooded areas and other significant features. On all watercourses leaving the tract, the direction of flow shall be indicated; and for all watercourses entering the tract, the drainage area above the point of entry shall be noted.

B. Preliminary Plat Certifications

PRELIMINARY CERTIFICATE OF ACCURACY

I, _____, hereby certify that this proposed preliminary plat correctly represents a survey completed by me or under my supervision on _____ / _____, 20 _____; and is a true and correct representation of surveys made on the ground; and that all monuments which were found or placed on the property are correctly described and located.

Date of Execution

(signature of Registered Professional Engineer or Surveyor)
(Printed Name of Registered Professional Engineer or Surveyor)
No. (license number), Mississippi

Section 3. Procedures & Processes

3.14.2. Final Plat Specifications and Certifications

A. Final Plat Specifications.

1. The final plat shall include a vicinity map at a scale no larger than one (1) inch equal to eight hundred (800) feet. The vicinity map shall illustrate streets, highways, railroads, property lines, existing subdivisions and other significant features within one-half mile of the proposed subdivision.
2. The final plat shall be clearly and legibly drawn. The size of the plat shall not be smaller than eighteen (18) inches by twenty (24) inches and the scale no larger than one (1) inch equal to one hundred (100) feet.
3. The final plat shall contain the following information:
 - i. Date of drawing, north point and graphic scale.
 - ii. Key map when more than one sheet is required to present the plan.
 - iii. The proposed name of the subdivision. The name of the subdivision shall not duplicate or too closely resemble the name of any other subdivision recorded in Oktibbeha County, Mississippi unless subdivision is a phase of a previously recorded plat.
 - iv. Names and addresses of the owners of the property, including lien holders shall be shown on the certificate of ownership as shown in Section 3.14.2.B.1.
 - v. Certificate of accuracy as shown in Section 3.14.2.B.3. for minor subdivisions and Section 3.14.2.B.4. for major subdivisions.
 - vi. Source of title, giving deed record book and page number.
 - vii. Location of tract by legal description giving total acreage.
 - viii. The boundary lines of all proposed lots and tract indicated by a heavy line giving dimensions to the nearest one-tenth foot, and angles to the nearest minute, which shall be balanced and closed with an error of closure not to exceed one to 5,000 including all necessary internal angles, arcs and chords and radii of rounded corners.

- ix. The lot area labeled on each lot or in a chart on the plat with area in acreage to the hundred decimal point and square footage for each lot.
- x. True courses and distances to the two nearest established section corners or benchmarks or other recognized permanent monuments which shall accurately describe the location of the plat.
- xi. Accurate location and description of all monuments found and the size and material of all placed monuments.
- xii. Municipal, county and section line locations accurately tied to the lines of the subdivision by distances and angles.
- xiii. Zoning districts.
- xiv. Names of recorded subdivision(s) abutting the proposed subdivision, with plat book and page references.
- xv. Existing and Proposed streets and allies with right-of-way lines, including location, width, and proposed names of streets.
- xvi. The location and designation of all streets, alleys, parks and other areas intended to be dedicated or deeded to the public use, with proper dimensions.
- xvii. Dimensions, locations, and purpose of all easements.
- xviii. Dimension and location of all setback lines.
- xix. Lot and block numbers.
- xx. The location and designation of any areas to be reserved for common use by deed covenant for all property owners within the subdivision.
- xxi. All lots logically and consecutively numbered.
- xxii. Certificate of recording as shown in Section 3.14.2.B.2
- xxiii. Certificate of final plat approval as shown in Section 3.14.2.B.5.
- xxiv. Street centerlines showing angles of deflection, angles of intersection, radii, length of tangents and arcs, degree of curvature, and all required curve data either labeled on plan or provided in chart form on the plat.

4. The final plat shall be accompanied by the following information and documents, unless this information appears on the plat itself:
- i. Bill of assurance including but not limited to the following provisions: offering dedication of streets and alleys, parks, and other public lands; establishing easements, setting forth privileges and conditions pertaining thereto, and setting forth the deed restrictions and covenants running with each lot; and the procedure by which amendments to the bill of assurance can be made. Such bill of assurance shall contain reference to the approval of the final plat.
 - ii. Certificate of approval of water supply and sanitary sewage disposal facilities by the appropriate health department when the system is not connected to the municipal system.
 - iii. Statement by owner dedicating streets, rights-of-way, and any sites for public use; the name of the mortgagee of the property or the fact that there is no mortgagee; and also, a copy of a covenant running with the land stating that the city may at any time change the grade of any such street or other public way or any part thereof from the natural grade to the permanent grade without the

- payment of compensation or damages to the abutting property owners. The certificate shall include the consent by the mortgagee to the aforesaid dedication and covenant, if a lienholder does exist.
- iv. Resolution by the board of aldermen accepting the dedication of all parks, public open spaces, streets, avenues and other public ways shown on the plat, together with the certification of the city clerk as to the correctness of the resolution.
 - v. Notary's acknowledgement of the registered engineer's certification, as well as the correctness of the signatures of the owners of the property and of the mortgagee if there is one.
 - vi. Resolution by the board of aldermen accepting or assenting to the vacation of any street, public way, or portion thereof shown on the plat, together with the certification of the city clerk as to the correctness of the resolution.
 - vii. The final plat shall be accompanied by three copies of any protection covenants running with the land in form for recording.

B. Final Plat Certifications

1. **Certificate of ownership.** If multiple owners, add a signature line for each owner

CERTIFICATE OF OWNERSHIP

I (We), the undersigned, owner(s) or lien holder of the real estate shown and described herein do hereby certify that I (we) have laid off, platted, and subdivided, and do hereby lay off, plat and subdivide the real state in accordance with the within plat.

(signature of Owner)

Date of Execution

(Printed Name of Owner/Lien Holder and Title if Applicable)
(Address of Owner/Lien Holder)

(signature of Notary Public)

Date of Execution

(Printed Name of Notary Public)

2. Certificate of recording

CERTIFICATE OF RECORDING

This document, Number _____, filed for record on this the ____ day of _____, 20 ____
in Plat Book, _____, page _____.

(signature of Chancery Clerk)
(Printed Name of Chancery Clerk), Chancery Clerk
Oktober County, Mississippi

3. Certificate of accuracy for Minor Subdivision as defined in section 3.12.2.B

CERTIFICATE OF ACCURACY

I, (Print Name), hereby certify that this plat correctly represents a survey and plan made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the City of Starkville, Mississippi, subdivision standards have been fully complied with.

Date of Execution
(signature of Registered Professional Engineer or Surveyor)
(Printed Name of Registered Professional Engineer or Surveyor)
No. (license number), Mississippi

4. Certificate of accuracy for Major Subdivision as defined in section 3.12.2.A

CERTIFICATE OF ACCURACY

I, (Print Name), hereby certify that this plat correctly represents a plan made by me or under my supervision; that all improvements and requirements of the City of Starkville, Mississippi, subdivision standards have been fully complied with.

Date of Execution
(signature of Registered Professional Engineer)
(Printed Name of Registered Professional Engineer)
No. (license number), Mississippi

I, (Print Name), hereby certify that this plat correctly represents a survey made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the City of Starkville, Mississippi, subdivision standards have been fully complied with.

Date of Execution
(signature of Registered Surveyor)
(Printed Name of Registered Surveyor)
No. (license number), Mississippi

5. Certificate of final approval

CERTIFICATE OF FINAL APPROVAL

Pursuant to the subdivision standards of the City of Starkville, Mississippi's Unified Development Code, this document was approved by the Development Review Committee. All of the conditions of approval having been completed, this document is hereby accepted, and this certificate executed under the authority of these regulations:

_____	(signature of City Engineer)
Date of Execution	Engineering Department
_____	(signature of City Planner)
Date of Execution	Planning Department
_____	(signature of Fire Department Representative)
Date of Execution	Fire Department
_____	(signature of Utility Department Water/Sewer Representative)
Date of Execution	Utility Department- Water/Sewer
_____	(signature of Utility Department Electric Representative)
Date of Execution	Utility Department- Electric

Pursuant to the approval requirements of the City of Starkville, Mississippi's Unified Development Code, this document was given approval by the Mayor and Board of Aldermen at a meeting held on this the ____ day of _____, 20 _____. All of the conditions of approval having been completed, this document is hereby accepted, and this certificate executed under authority of these regulations, provided, however, this approval shall be invalid, null and void, unless this plat is filed with the chancery clerk within six months hereafter.

Date of Execution

(signature of Mayor)
Mayor, City of Starkville, Mississippi

Date of Execution

(signature of City Clerk)
City Clerk

Section 3. Procedures & Processes

3.14.3. Condominium Plat Specifications and Certifications

A. Condominium Plat Specifications.

1. The condominium plat shall include a vicinity map at a scale no larger than one (1) inch equal to eight hundred (800) feet. The vicinity map shall illustrate streets, highways, railroads, property lines, existing subdivisions and other significant features within one-half mile of the proposed condominium plat.
2. The condominium plat shall be clearly and legibly drawn.
The size of the plat shall not be smaller than eighteen (18) inches by twenty (24) inches and the scale no larger than one (1) inch equal to one hundred (100) feet.
3. The condominium plat shall contain the following information:
 - i. Date of drawing, north point and graphic scale.
 - ii. Key map when more than one sheet is required to present the plan.
 - iii. The proposed name of the condominium. The name of the condominium shall not duplicate or too closely resemble the name of any other condominium or subdivision recorded in Oktibbeha County, Mississippi unless condominium is a phase of a previously recorded plat.
 - iv. Names and addresses of the owners of the property, including lien holders shall be shown on the certificate of ownership as shown in Section 3.14.3.B..1.
 - v. Source of title, giving deed record book and page number.
 - vi. Location of tract by legal description giving total acreage.
 - vii. Accurate location and description of all monuments found and the size and material of all placed monuments.
 - viii. Zoning districts.
 - ix. Dimensions, locations, and purpose of all easements.
 - x. Diagrammatic floor plans of the building or buildings built or to be built thereon in sufficient detail to identify each unit, its relative location and dimensioned per state

B. Condominium Plat Certifications

- statute. The method used to dimension diagrammatic floor plan shall be stated on the plan (e.g., wall to wall, center of wall to center of wall, etc.).
- xi. All units logically and consecutively numbered with an approved address on the plat.
 - xii. The location and designation of any areas to be reserved for common use as established in the condominium declaration of restrictions.
 - xiii. The location and dimensions of existing and proposed improvements including but not limited to: streets, driveways, sidewalks, drainage improvements, parking areas, patios, decks, and accessory structures.
 - xiv. Names of adjoining or adjacent streets.

1. **Certificate of ownership.** If multiple owners, add a signature line for each owner

CERTIFICATE OF OWNERSHIP

I (We), the undersigned, record owner(s) of the real estate shown and described herein do hereby certify that I (we) have laid off, platted, and subdivided, and do hereby lay off, plat and subdivide the real state in accordance with the within plat.

(signature of Owner)
Date of Execution (Printed Name of Record Owner and Title if Applicable)
(Address of Owner/Lien Holder)

(signature of Notary Public)
Date of Execution (Printed Name of Notary Public)

2. **Certificate of recording**

CERTIFICATE OF RECORDING

This document, Number _____, filed for record on this the ____ day of _____, 20 ____, in Plat Book, _____, page _____.

(signature of Chancery Clerk)
(Printed Name of Chancery Clerk), Chancery Clerk
Oktibbeha County, Mississippi

3. **Certificate of accuracy**

CERTIFICATE OF ACCURACY

I, (Print Name), hereby certify that this plat correctly represents a survey and plan made by me or under my supervision; that all monuments shown hereon actually exist and their location, size, type and material are correctly shown; and that all requirements of the City of Starkville, Mississippi, condominium plat requirements have been fully complied with.

(signature of Surveyor)
Date of Execution (Printed Name of Surveyor)
No. (license number), Mississippi

4. Certificate of final approval

Pursuant to the condominium regulations of the City of Starkville, Mississippi's Unified Development Code, this document was approved by the Development Review Committee. All of the conditions of approval having been completed, this document is hereby accepted, and this certificate executed under the authority of these regulations:

Date of Execution	(signature of City Engineer)
Date of Execution	Engineering Department (signature of City Planner)
Date of Execution	Planning Department (signature of Fire Department Representative)
Date of Execution	Fire Department (signature of Utility Department Water/Sewer Representative)
Date of Execution	Utility Department Water/Sewer (signature of Utility Department Electric Representative)
Date of Execution	Utility Department Electric

6.3. Conventional Development

- 6.3.1. The conventional development is a pattern of residential development that includes single-dwelling and multi-dwelling units.
- 6.3.2. The conventional development option provides a majority of property owners with open yards on the individual lot.

- 6.3.3. Under the conventional development option, no preserved common open space is required and the minimum lot size is limited to the lot size for the respective district.

6.3.4. Base Dimensional Standards

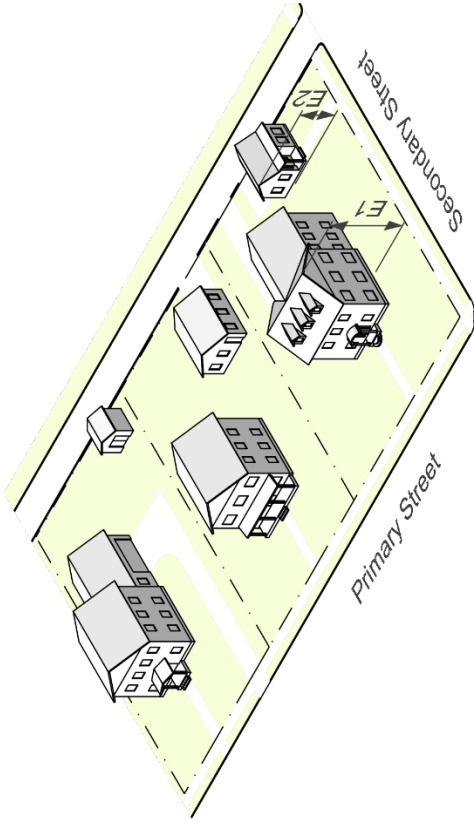
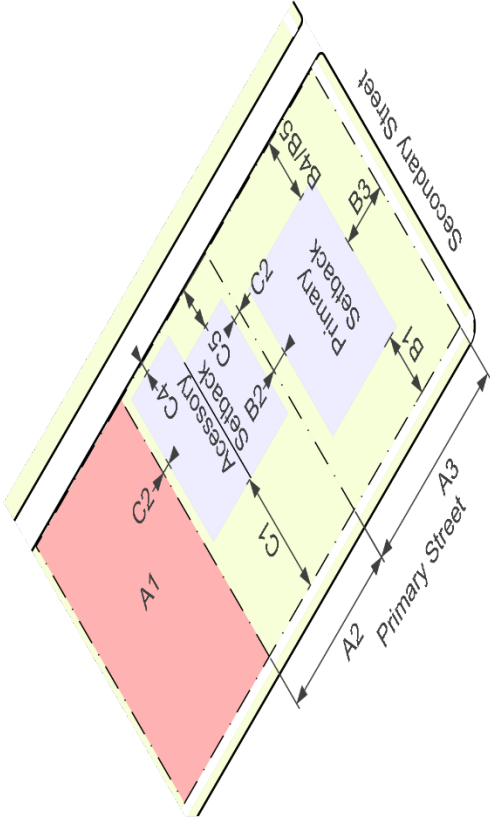


Fig 6.3-1

Detached and Attached Duplex Dwelling

A. Lot Dimensions	CR	RN	SD-2	SD-6	TN-N	TN-E	MDU-9	MDU-20
A1 Lot size per unit in sq. ft (min.)	40000	40000	17500	6000	5500	5500	5500	6000
A2 Lot width (min.)	80'	140'	100'	50'	45'	45'	45'	50'
A3 Lot width at corner (min.)	110'	140'	100'	60'	55'	55'	60'	60'
B. Principal Building Setbacks	CR	RN	SD-2	SD-6	TN-N	TN-E	MDU-9	MDU-20
B1 Front setback	40' min	40' min*	30' or infill standards	25' or infill standards	10' min 15' max	15' or see infill standards	10' min 15' max	25' or infill standards

Detached and Attached Duplex Dwelling							
B. Principal Building Setbacks (cont.)	CR	RN	SD-2	SD-6	TN-N	TN-E	MDU-9 MDU-20
B2 Side setback (min.)	10'	10'*	10' or infill standards	5' or infill standards	5' or infill standards	5' or infill standards	5' or infill standards
B3 Side setback corner lot (min.)	40'	40'*	30'	25'	10' min 15' max	15' or see infill	10' min 15' max 25'
B4 Rear setback (min.)	30'	30'	25'	20'	5'	15'	15' 20'
B5 Rear setback adjacent to street or alley (min.)	20'	20'	30'	25'	7' without parking, 18' with parking	15'	20'
C. Accessory Dwelling Unit/Structure Setbacks	CR	RN	SD-2	SD-6	TN-N	TN-E	MDU-9 MDU-20
C1 Front setback					Behind rear wall of principal building		
C2 Side setback	5' min	5' min*	5' min	5' min	5' min	5' min	N/A N/A
C3 Side setback corner lot (min.)	40'	40'*	30'	25'	10'	10'	10' 10'
C4 Rear setback	5', 100' for structures housing livestock	5', 100' for structures housing livestock	5', minimum of 10' from any structure	5', minimum of 10' from any structure	5', minimum of 10' from any structure	5', minimum of 10' from any structure	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	N/A	N/A	20'	20'	7' without parking, 18' with parking	15'	20'
C6 Structures housing livestock (min.)	100' min	100' min	N/A	N/A	N/A	N/A	N/A
D. Parking Setbacks	CR	RN	SD-2	SD-6	TN-N	TN-E	MDU-9 MDU-20
D1 From primary street	N/A	N/A	See infill standards	See infill standards	Behind front wall of principal building	See infill standards	Behind front wall of principal building

Detached and Attached Duplex Dwelling							
E. Height	CR	RN	SD-2	SD-6	TN-N	TN-E	MDU-9 MDU-20
E1 Principal building(s) (max)	35', 2.5 story	35', 2.5 story	35', 2.5 story	30', 2 story	30', 2 story	30', 2 story	30', 2 story
E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building						
E3 Accessory structure agricultural use	70'	70'	15'	15'	15'	N/A	N/A
F. Pedestrian Access	CR	RN	SD-2	SD-6	TN-N	TN-E	MDU-9 MDU-20
F1 Street-facing primary entrance along street	yes	yes	yes	yes	yes	yes	yes
(*) For lots existing prior to establishment of current zoning, infill standards shall be used for building, accessory dwelling, and accessory structure setbacks							

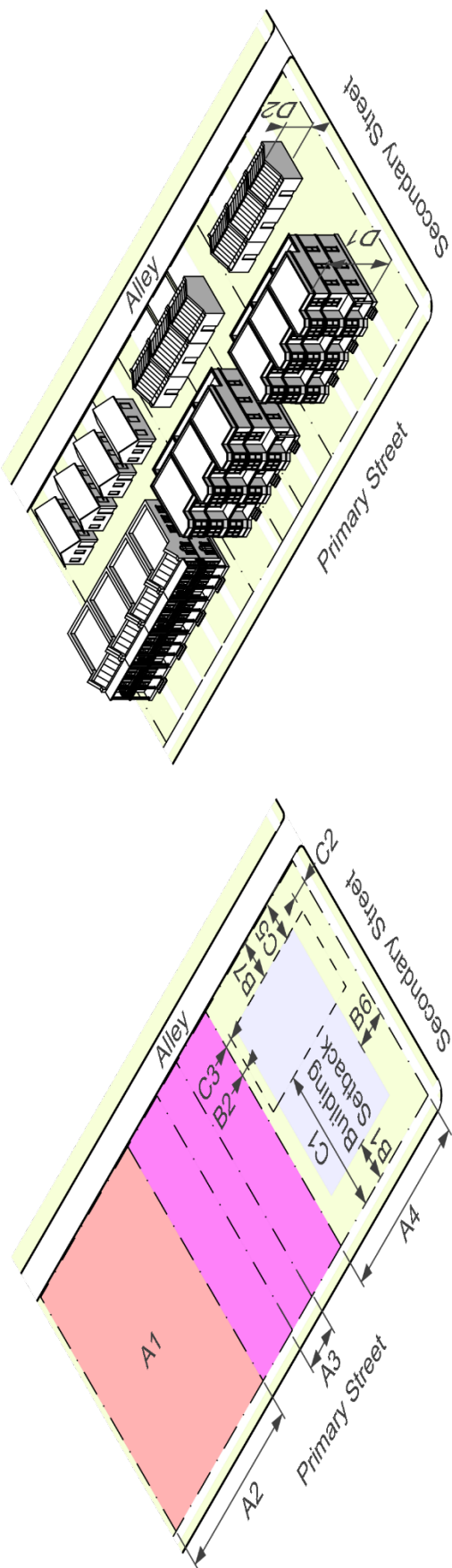


Fig 6.3-2

Townhouse /Rowhouse Dwelling						
A. Lot Dimensions		TN-N	TN-E	MDU-9	MDU-20	C
A1 Site size per unit (min)		4000 sq. ft.	4000 sq. ft.	3300 sq. ft.	2100 sq. ft.	2100 sq. ft.
A2 Site width (min)		65'	65'	65'	100'	100'
A3 Lot width (min)		20'	20'	18'	18'	18'
A4 Lot width at corner (min)		30'	35'	38'	38'	33"
B. Building/Structure Setbacks		TN-N	TN-E	MDU-9	MDU-20	C
B1 Front setback		10/15' max	15' or see infill standards	20'	20'	15'
B2 Side setback for building		5'	5'	10'	10'	10'
B3 Side setback between buildings		10'	10'	10'	10'	10'
B4 Side setback between attached units		0'	0'	0'	0'	0'
B5 Side setback adjacent to detached residential (min.)		10'	10'	15'	25'	25'

Townhouse /Rowhouse Dwelling					
B. Building/Structure Setbacks (cont.)					
	TN-N	TN-E	MDU-9	MDU-20	C
B6 Side setback corner lot (min.)	10/15' max	15' or see infill standards	20'	20'	20'
B7 Rear setback	20'	20'	20'	20'	20'
B7 Rear setback	20'	20'	20'	20'	20'
B8 Rear setback adjacent to detached residential	25'	25'	30'	30'	30'
C. Parking Setbacks					
	TN-N	TN-E	MDU-9	MDU-20	C
C1 From primary street	Behind rear wall of principal building	Behind rear wall of principal building	Behind rear wall of principal building	Behind rear wall of principal building	Behind rear wall of principal building
C2 From side lot line adjacent to street	10'	10'	10'	10'	10'
C3 From side and rear lot line	5'	5'	5'	5'	5'
C4 From rear lot line adjacent to detached residential	10'	10'	10'	10'	10'
C5 From rear alley	20'	20'	20'	20'	20'
D. Height					
	TN-N	TN-E	MDU-9	MDU-20	C
D1 Principal building(s) (max)	30', 2 story	30', 2 story	28'/ 2 story	38', 3 story	38', 3 story
D2 Accessory Structure(s)	1 story	1 story	1 story	1 story	1 story
E. Pedestrian Access					
	TN-N	TN-E	MDU-9	MDU-20	C
E1 Street-facing primary entrance for each unit along street	yes	yes	yes	yes	yes
E2 Sidewalk connection to street from each entrance	yes	yes	yes	yes	yes

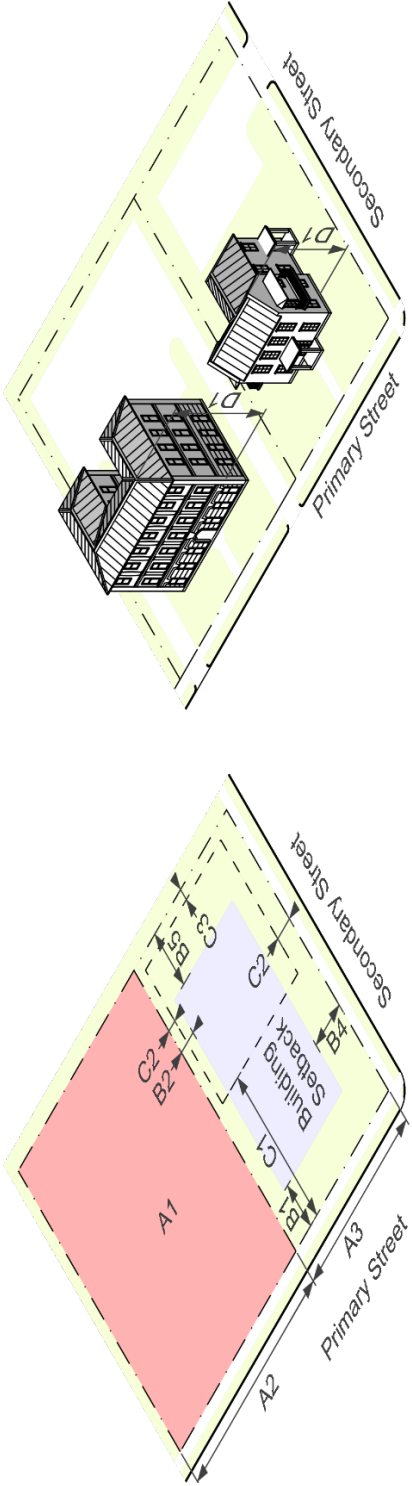


Fig 6.3-3

Triplex and Multi-plex Dwellings			
A. Lot Dimensions		MDU-9	MDU-20
A1 Lot size per unit (min)		3300 sq. ft.	2100 sq. ft.
A2 Lot width (min)		65'	100'
A3 Lot width at corner (min)		80'	110'
B. Building/Structure Setbacks		MDU-9	MDU-20
B1 Front setback		20'	20'
B2 Side setback		10'	10'
B3 Side setback adjacent to detached residential		15'	25'
B4 Side setback corner lot (min.)		20'	20'
B5 Rear setback		25'	10'
B6 Rear setback adjacent to detached residential		30'	30'
C. Parking Setbacks		MDU-9	MDU-20
C1 From primary street		Behind front wall of principal building	Behind front wall of principal building
C. Parking Setbacks (cont.)		MDU-9	MDU-20

Triplex and Multi-plex Dwellings			
C2 From side lot line adjacent to street	10'	10'	
C3 From side and rear lot line	5'	5'	
C4 From rear lot line adjacent to detached residential	10'	10'	
D. Height	MDU-9	MDU-20	
D1 Principal building(s) (max)	28', 2 story	38', 3 story	
E. Pedestrian Access	MDU-9	MDU-20	
E1 Street-facing primary entrance along street	yes, all units must be accessible from the street with either common entrance or individual doors	yes	
E2 Sidewalk connection to street from each entrance	yes	yes	

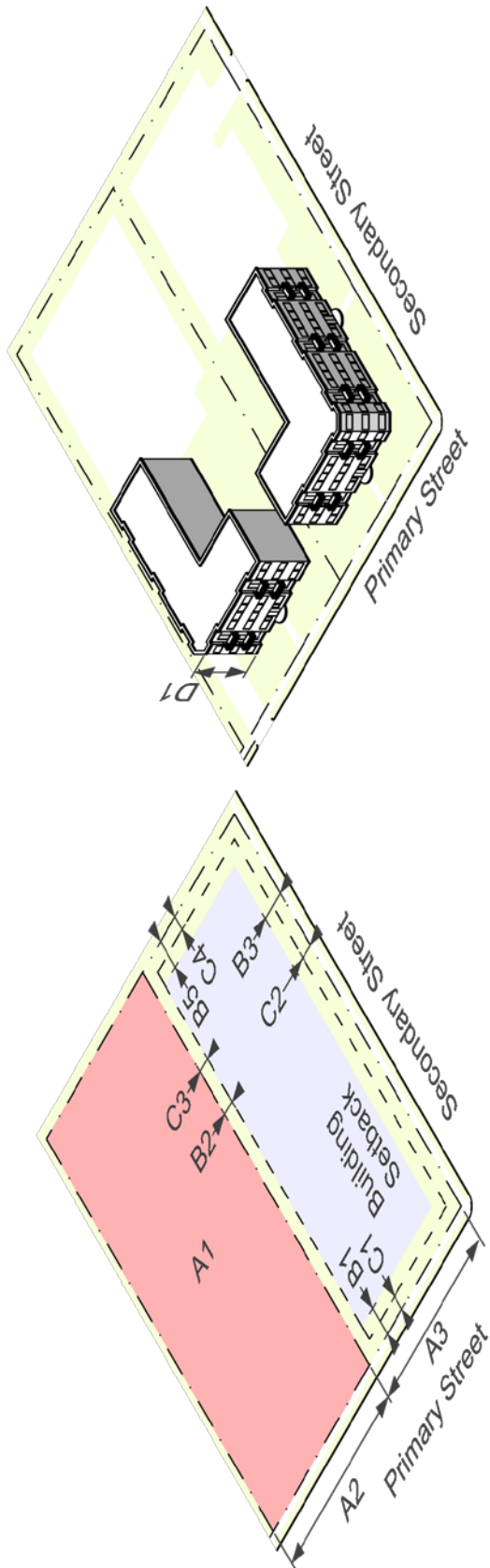
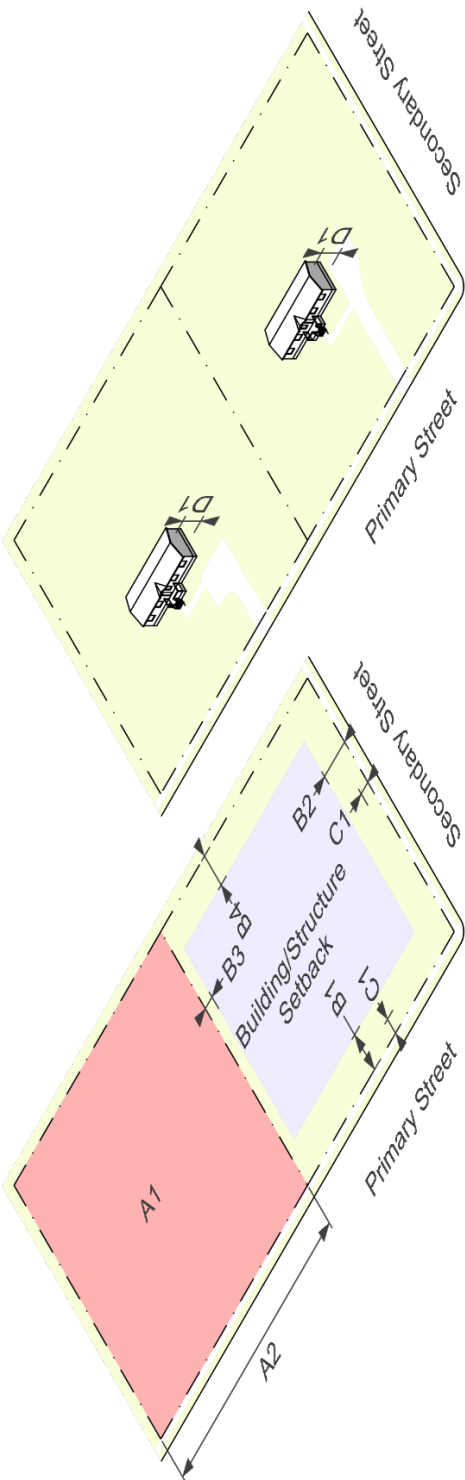


Fig 6.3-4

Apartments Dwellings					
A. Lot Dimensions		MDU-20	C	CN	O-C
A1 Lot size per unit (min)		2100 sq. ft.	2100 sq. ft.	4,000 sq. ft.	2100 sq. ft.
A2 Lot width (min)		100'	100'	45'	100'
A3 Lot width at corner		110'	110'	55'	110'
B. Building/Structure Setbacks		MDU-20	C	CN	O-C
B1 Front setback		20'	20'	20'	20'
B2 Side setback		10'	10'	5'	10'
B3 Side setback adjacent to detached residential		25'	25'	20'	25'

Apartments Dwellings					
B. Building/Structure Setbacks (cont.)					
B4 Side setback corner lot	MDU-20	C	CN	O-C	
	20'	20'	20'	20'	20'
B5 Rear setback	MDU-20	C	CN	O-C	
	20'	20'	20'	20'	20'
B6 Rear setback adjacent to detached residential	MDU-20	C	CN	O-C	
	30'	30'	30'	30'	30'
C. Parking Setbacks					
C1 From primary street	MDU-20	C	CN	O-C	
	10'	10'	Behind front wall of principal building	10'	
C2 From side lot line adjacent to street	MDU-20	C	CN	O-C	
	10'	10'	10'	10'	10'
C3 From side and rear lot line	MDU-20	C	CN	O-C	
	10'	10'	10'	10'	10'
C4 From rear lot line adjacent to detached residential	MDU-20	C	CN	O-C	
	15'	15'	15'	15'	15'
D. Height					
D1 Principal building(s) (max)	MDU-20	C	CN	O-C	
	38', 3 story	38', 3 story	30', 2 story	38', 3 story	
E. Pedestrian Access					
E1 Street-facing primary entrance along street	MDU-20	C	CN	O-C	
	yes	yes	yes	yes	yes
E2 Sidewalk connection to street from each entrance	MDU-20	C	CN	O-C	
	yes	yes	yes	yes	yes

Section 6. Residential Use Districts



Manufactured and Modular Home			
A. Lot Dimensions		RN	CR
A1 Lot size per unit (min)		40000 sq. ft.	40000 sq. ft.
A2 Lot width		100'	100'
B. Building/Structure Setbacks		RN	CR
B1 Front setback		30'**	30'
B2 Side setback corner lot		30'**	30'
B3 Side setback		10'**	10'
B4 Rear setback		25'	25'
C. Parking Setbacks		RN	CR
C1 From primary street		10'	10'
D. Height		RN	CR
D1 Principal building(s) (max)		1 story	1 story

(**) For lots existing prior to establishment of current zoning, building and structure setbacks can be reduced as part of approval of special exception request

6.8. Infill Development Standards for Residential Uses.

6.8.1. Intent. The intent of the residential infill compatibility standards is to accommodate and encourage compatible development and appropriate redevelopment in existing residential neighborhoods and platted subdivisions, while reinforcing the established character of the neighborhood and mitigating adverse impacts on adjacent homes.

6.8.2. Applicability

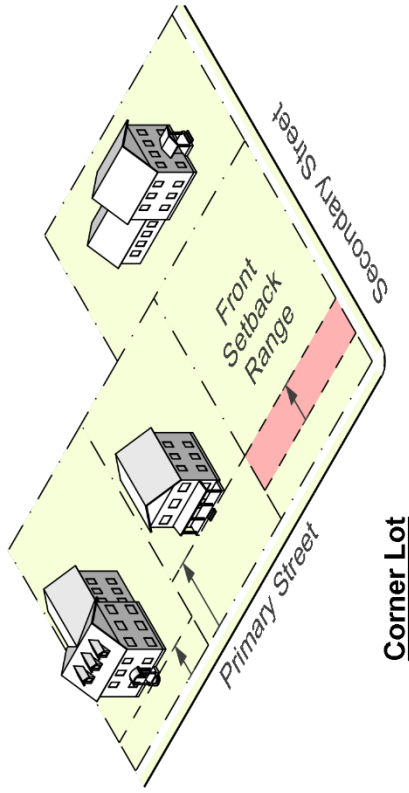
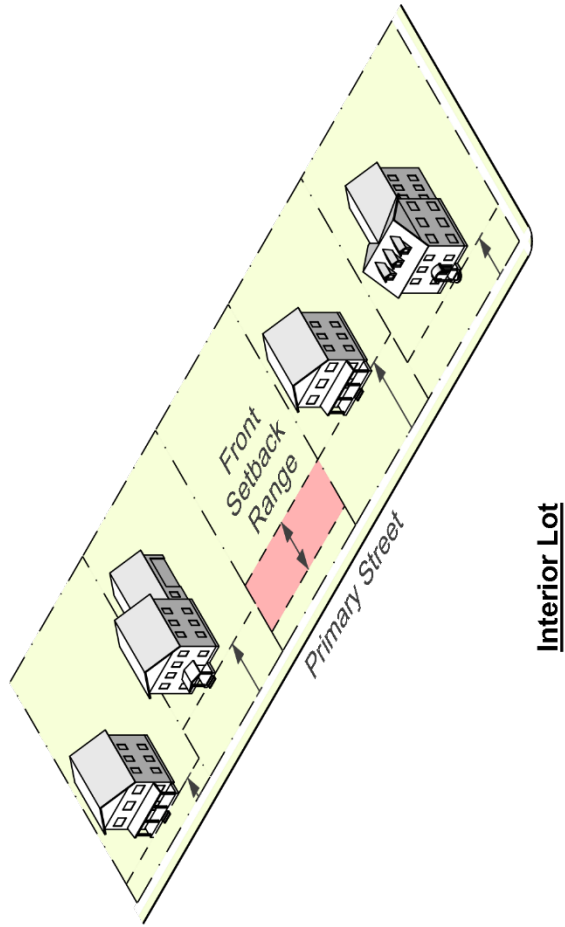
A. When indicated on the base dimensional standards chart as “infill standards”, infill development standards shall be applied unless determined to be not applicable in accordance with Section 6.8.2. The base dimensional standards of the district shall apply if infill standards are not applicable.

B. The standards contained within this section apply to any building in an SD-2, SD-6, TN-E, and TN-N district where all of the following are present:

- 1.** The total site area is three (3) acres or less
- 2.** At least fifty percent (50%) of the side and rear property lines abut existing detached or attached building types
- 3.** For a lot that is a part of an existing platted subdivision or any lot within a TN-E or TN-N zone that is adjacent to existing residential dwellings that front the same street.
- 4.** These infill development standards do not take precedence over any requirements found in a Historic District.

C. **Front Setback** (see fig 6.8-1)

1. The proposed building must be located within the range of front setbacks, no closer than the smallest setback in the range and no further than the largest setback in the range.
2. On an interior lot, the range of front setbacks is measured on the basis of the two (2) closest developed lots in both directions along the primary street.
3. On a corner lot, the range of front setbacks is measured on the basis of the two (2) closest developed lots along the primary street.



4. Where the calculation cannot be applied to at least four (4) lots on an interior lot or two (2) lots on a corner lot, the building shall meet the base dimensional standards for the zoning district.
5. Where a setback in any lot(s) used in the calculation is significantly out of the range of setbacks along the block face, the City Planner may eliminate it from the range.

Fig 6.8-1

Section 6. Residential Use Districts

D. Side Setback (see fig 6.8-2)

1. The minimum side setback is equal to the average side setback of the two (2) closest developed lots in either direction along the block face.
2. On a corner lot, the range of side setback adjacent to a street is measured on the basis of the front setback range

- for the two (2) closest developed lots along the secondary street.
3. No side setback is required to exceed twenty-five percent (25%) of the subject lot width.
4. No structure shall be sited within ten (10) feet of an existing structure on the adjacent lot.

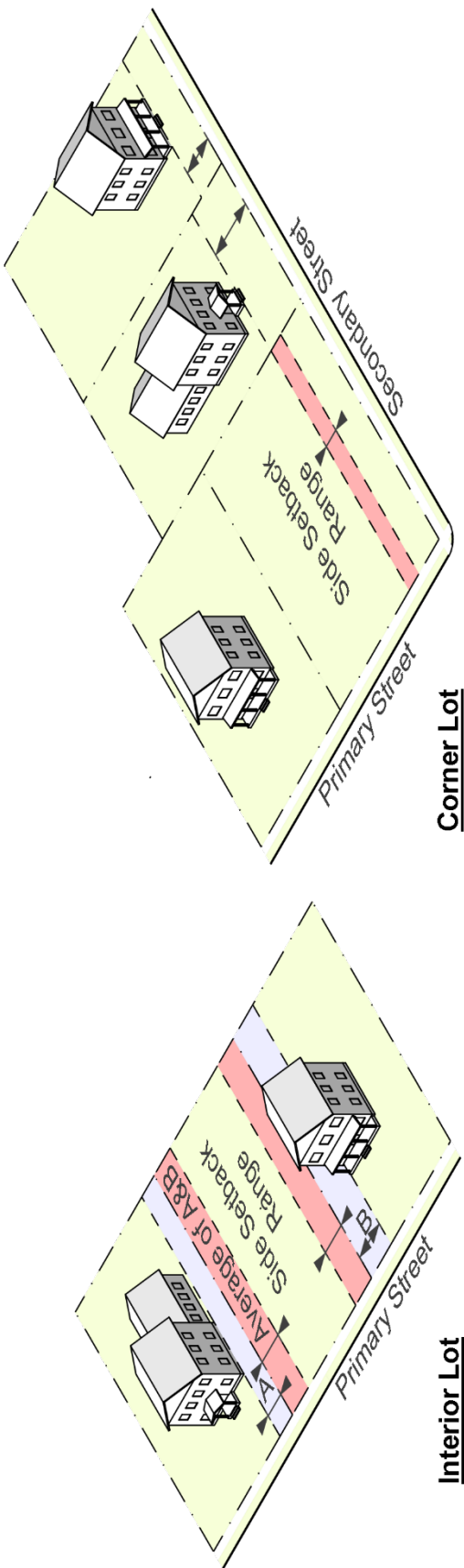


Fig 6.8-2

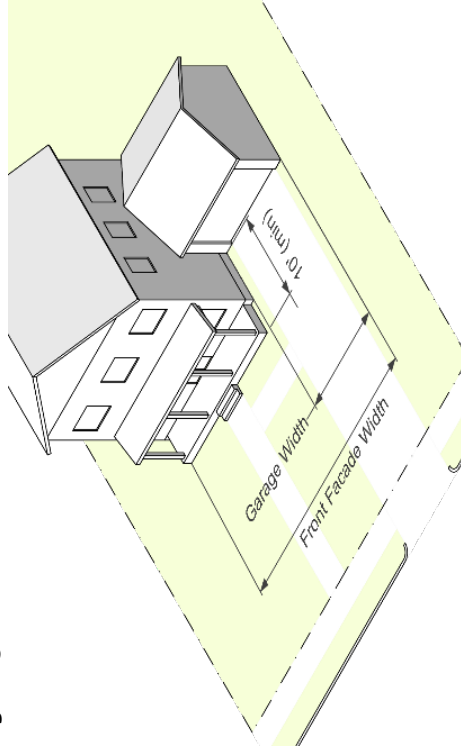
E. Height

1. For any new building or addition to an existing building in a SD-2, SD-6, TN-E, and TN-N zoning district, the maximum height of the structure shall not exceed 1.5 stories or twenty-five (25) feet. If adjacent structures on the two (2) closest developed lots in either direction along the block face exceed this requirement, the maximum height cannot exceed either adjacent structure heights.
2. If the adjacent height of a structure is significantly out of the range of heights along the block face, the City Planner may eliminate it from the range.

F. Garages (see fig 6.8-3)

1. Garages and/or carports shall not open onto a front yard, unless more than sixty (60) percent of existing dwellings on the block on both sides of the road have garages and/or carports which open on to a front yard. Garages and/or carports may be located in the rear of the lot by right and face any direction.
2. Attached garages and/or carports shall be a minimum of ten (10) feet behind the front facade of the building.

Fig 6.8-3



3. An attached garage and/or carport shall not exceed fifty (50) percent of the width of the front façade of the house.

G. Foundation

1. Raised ground floors shall be required on any new building if raised ground floors are part of sixty percent (60%) of existing dwellings on the block face.
2. Any building that requires a raised ground floor must have a foundation height of at least sixteen (16) inches measured from top of grade to the first finished floor.

H. Newly created lots

1. Any newly subdivided lot within a SD-2, SD-6, TN-E, and TN-N zoning district, must have a minimum lot width that is the average along the block face.
2. Any newly created lot within a SD-2, SD-6, TN-E, and TN-N zoning district, must have a buildable area equal to the average first floor square footage of the block face. Buildable area is calculated as the remaining lot area with the infill standard setbacks applied.

14.8. Infrastructure Sufficiency

14.8.1. General Purpose

A. To lessen congestion in the streets, to facilitate the efficient and adequate provision of transportation, water, and sewage, and to secure safety from fire, every site plan shall be subject to a determination of the sufficiency of infrastructure, as defined below according to the established levels of service in this Article

B. Infrastructure shall be considered sufficient where it is demonstrated to have available capacity to accommodate the demand generated by the proposed development.

14.8.2. Streets

A. The City Engineer may require the applicant to prepare and submit a traffic impact study for any proposed site that would generate one-hundred (100) or more total trips during the peak hour of the traffic generator or the peak hour of the adjacent street as outlined and illustrated in the latest versions of the Mississippi Department of Transportation Access Management Manual or for a proposed project that may generate traffic issues.

B. The Traffic Impact Study format and requirements shall conform to the City of Starkville Standards of Design and Specifications for Subdivisions.

C. Where the traffic impact study indicates impact greater than the allowable thresholds, the applicant shall prepare and submit a traffic mitigation plan to the City Engineer. The mitigation plan shall identify capital projects and phasing strategies that would bring the development impact to within the acceptable thresholds. This plan may identify improvements undertaken by the private sector, the public sector or both. Site plan approval shall not be granted until the City Engineer determines that the plan provides reasonable and adequate mitigation. Factors to be considered include whether: the cost of the mitigation

measures exceed the value of the proposed development; transportation demand management strategies including multi-modal improvements are included; alternative access strategies are considered.

D. Turning lanes shall be provided at heavily traveled intersections as determined by the City Engineer. It will be the responsibility of the developer to pay for the costs for the roadway improvements; however, the City Board of Aldermen may elect to participate in some of the construction costs upon written request of the developer.

Water Supply

Water supply shall be determined based on system capacity and average and peak flows.

The minimum size of any water line shall meet the current version of the City of Starkville Minimum Water and Sewer Specifications and may require off-site improvements.

14.8.4. **Electric Supply.** Electric supply shall be determined based on available capacity.

14.8.5. Wastewater Disposal

A. Wastewater disposal shall be determined based on system capacity and average and peak flows.

B. The minimum size of any wastewater line shall meet the current version of the City of Starkville Minimum Water and Sewer Specifications and may require off-site improvements.

14.8.6. Fire Suppression

A. Required fire flow shall be determined using the methodology of the Insurance Services Office (ISO).

B. In determining the impact of the proposed development on fire suppression, the City shall consider water pressure available to the development.

- 14.8.7. Stormwater.** Where proposed stormwater runoff is to be connected to existing stormwater infrastructure, (e.g. storm sewers, open channels, box culverts, etc.) an analysis of the existing structure and its ability to convey additional runoff will be required. In the event the downstream infrastructure cannot convey the required runoff, the City Engineer may require further mitigation of peak flow or off-site improvements to accommodate additional flows.
- 14.8.8. Bike Lanes, Cycle Tracks, & Trails.** Conventional, on-street bike lanes, cycle tracks, or trails may be required by the City Engineer if:
- A.** There are existing bike facilities on the proposed development site;
 - B.** There are existing bike facilities adjacent to the proposed development site; or
 - C.** The bike and pedestrian plan propose bike facilities in the future on the site.
- 14.8.9. Transit Facilities**
- A.** Accommodations for a bus or transit stop may be required by the City Engineer or City Planner in a proposed development if:
 - 1.** The development is along a current transit route, and presents an opportunity and need for alternative transportation options.; or
 - 2.** The future transit plan proposes a bus stop or route in the future near the proposed development.
 - B.** Transit facility design, materials, and construction shall conform with the National Association of City Transportation Officials (NACTO) and Federal Transit Administration Design guidance, along with input from the local transit authority.

14.10. Parking and Vehicular Circulation.

14.10.1. General Provisions

- A. Permanent off-street parking for all structures and uses of land shall be provided and conform to the minimum requirements of this section and Section 13 Use Standards. The amount of required parking is determined by the parking requirements for the use categories. The property owner is ultimately responsible for ensuring that sufficient parking is provided.
- B. Any lot that is being developed, redeveloped, or remodeled and requires site plan review by the development review committee shall provide parking per the development standards and use standards and must conform to all design standards.
- C. Any new development shall only be required to construct the amount of parking required per the use standards. However, during site plan review, the developer will be required to show on the site plan adequate space for a future expansion of the parking area if needed to accommodate the highest parking standard for that use district. The expansion of the parking area shall be noted on the approved site plan.

D. Change in Use

1. A change in use must comply with the parking requirements unless the use has the same or a lesser parking demand than the previous use as determined by the City Planner.
2. Where, according to the use standards for that use, the required number of parking spaces for a new use is less than a twenty-five percent (25%) increase from the previous use requirements, no additional parking is required.
3. Where, according to the use standards for that use, the required number of parking spaces for a new use is more than a twenty-five percent (25%) increase from the previous use requirements, additional parking shall be required. A reduction of up to fifty percent (50%) of the required additional spaces may be granted at the discretion of the City Planner.

14.10.2. Vehicular Access

A. General Access Requirements

1. All existing and proposed development must provide a satisfactory means of vehicular, pedestrian and bicycle ingress and egress to and from a street or an abutting site.
2. All off-street parking areas must have vehicular access from a street, alley, drive aisle, or cross-accesseasement.
3. All off-street parking areas must be designed to allow vehicles to enter and exit the parking area in a forward motion, unless otherwise excluded in this section or determined by the City Engineer that the street type and/or posted speed limit does not create a safety issue. Backing out into an alley is permitted.

B. Street Signage & Traffic Control

1. All traffic signs and street name signs shall be purchased by the Developer and installed by or to the satisfaction of the City before the Certificate of Occupancy is issued.
2. Traffic flow and direction shall be shown on the site plan and be subject to modification by the City Engineer.
3. Regulatory signs shall be in compliance with the current Manual on Uniform Traffic Control Devices (MUTCD) and shall be installed accordingly. The placement and number of signs shall be approved by the City Engineer.
4. All streets and crosswalks within the public right-of-way shall use thermoplastic materials for striping.
5. Site signage and traffic control design, materials, and construction shall conform to the City of Starkville Standards of Design and Specifications for subdivisions.

Section 14. Development Standards

C. All Driveways

- 1. All driveway design and construction must comply with the *City of Starkville Standards of Design & Specifications*, or the Fire Code when conflict exists, except for single unit and duplex residential uses on a single lot.
- 2. Driveway dimensions measured at the street right-of-way shall be in accordance with the following table:

Table 14.10-1: Driveway Dimension Requirements			
	Width (min)	Width (max)	Radius (max)
Single Unit and Duplex Residential	8'	20'	5'
Multi-Unit Residential less than 6 off-street parking spaces	10'	18'	10'
Multi-Unit Residential 7+ off-street parking spaces (one-way)	12'	16'	10'
Multi-Unit Residential 7+ off-street parking spaces (two-way)	20'	24'	10'
Mixed-Use/Commercial (one-way)	12'	18'	10'
Mixed-Use/Commercial (two-way)	20'	32'	15'
Industrial	30'	40'	30'

- 3. The City Engineer may require wider driveways where unusual traffic, grade, or site conditions exist.

D. Driveways for Single Unit and Duplex Residential Uses

- 1. When an alley is provided, all driveways shall take access from the alley.
- 2. No residential lot shall have more than two (2) driveways on the same street. Multiple driveways that service one (1) lot may be no closer than forty (40) feet to each other.
- 3. Maximum driveway width within the right-of-way shall be twenty (20) feet. Driveway widths up to thirty (30) feet may be allowed by administrative adjustment only within a SD-2 or SD-6 zoning district.
- 4. Driveways for single and attached duplex dwelling residential shall be a minimum of twenty (20) feet from the intersection of two (2) street rights-of-way.
- 5. Driveways for multi-dwelling residential shall follow the City's access management policy and be reviewed during site plan approval.
- 6. Driveways shall meet parking setback requirements per zoning district.
- 7. Parking areas shall not constitute more than forty percent (40%) of the front yard.
- 8. Only single and attached duplex dwelling residential shall be permitted to back out directly into a street unless it is determined by the City Engineer that the street type and/or posted speed limit create a safety issue.
- 9. Gravel driveways shall have a concrete apron that is a minimum of eight (8) feet from the property to the edge of pavement at the street. The design of the apron shall prevent loose gravel from being deposited on the sidewalk and roadway.

E. Driveways for Multi-Unit Residential, Mixed-Use, and Non-Residential

1. When an alley is provided, access from an alley is required and new curb cuts along the public right-of-way are not allowed.
2. Driveway locations shall follow the City's access management policy and be reviewed during site plan approval.
3. Driveways shall meet parking setback requirements per zoning district.

F. Cross-Access between Adjoining Development

1. The internal vehicular circulation system shall be designed to allow for vehicular cross-access between adjoining lots or to the boundary of adjoining vacant land zoned to allow non-residential or mixed-use development.
2. Cross-access ways shall provide for two-way vehicular traffic between the vehicle use areas on the adjoining lots through the use of a single driveway or drive aisle that is at least twenty-two (22) feet wide or through the two (2) one-way driveways or aisles that are each at least eleven (11) feet wide.
3. Cross-access ways should be offset from the driveway intersection a minimum of fifty (50) feet to reduce vehicular conflicts.
4. The City Engineer and City Planner may waive or modify the requirement for vehicular cross-access upon determining that such cross-access is impractical or undesirable due to the presence of topographic conditions, natural features, or vehicular safety factors.
5. Easements allowing cross-access to and from properties served by a vehicular cross-access, along with agreements defining maintenance responsibilities of property owners,

shall be recorded with the Office of the Chancery Clerk of Oktibbeha County before a temporary or final certificate of occupancy is granted.

14.10.3. Calculation of required parking

- A. The number of parking spaces required shall be calculated in accordance with the parking for that use. Where the use is not specifically listed or only a broad use category is shown, the City Planner shall be responsible for categorizing the use and determining the minimum number of parking spaces.
- B. For a multi-tenant development with a combination of commercial or institutional uses, the parking requirements are the sum of the requirements for each use and no parking space for one (1) use can be included in the calculation of parking requirements unless otherwise permitted in this section.
- C. Institutional and commercial uses that share a parking lot with other commercial uses may not exceed their minimum parking by more than twenty-five percent (25%).

Section 14. Development Standards

14.10.4. Parking reductions for required parking

Parking Occupancy Rates						
Uses	M - F		M - F		SAT & SUN	
	8 AM - 6 PM	6 PM - 12 AM	12 AM - 8 AM	8 AM - 6 PM	6 PM - 12 AM	6 PM - 12 AM
Residential Mixed Use	60%	100%	100%	80%	100%	100%
Hotels, Motels, or Inns	70%	100%	100%	70%	100%	100%
Offices Professional	100%	20%	5%	5%	5%	5%
Retail Sales and Services	90%	80%	5%	100%	70%	5%
Eating & Drinking Establishments	70%	100%	100%	70%	100%	10%
Theater	40%	80%	10%	80%	100%	10%
Entertainment	40%	100%	10%	80%	100%	5%
Conference and Convention	100%	100%	5%	100%	100%	5%
Places of Worship	20%	20%	5%	100%	50%	5%

- A. Mixed-use development.** For developments on the same lot with more than one use, the total number of parking spaces required may be adjusted downward to the highest total demand calculated for each weekday (night, daytime, and evening periods) and weekend (night, daytime, and evening periods) according to the Parking Occupancy Rates chart. The weekday or weekend time period generating the highest demand shall indicate the new minimum parking space requirement for that specific combination of uses.
- B. Proximity to transit.** A ten percent (10%) reduction in the number of required parking spaces is allowed for commercial uses with a main entrance within a walking

- C. Bicycle parking.** Within a commercial use district, form-based district, or multiple dwelling unit district, the overall parking space requirements can be reduced by two spaces if bicycle parking is provided. Bicycle parking shall be provided for all developments located along a dedicated bike path or bike lane.

14.10.5. Off-street parking

- A.** Required parking spaces must be located on the same lot they are intended to serve unless otherwise permitted in accordance with this Section 14.10.5.
- B.** Parking shall only be permitted on a hard surface unless otherwise permitted in accordance with this Section 14.10.5. Parking shall not be permitted on open lawn area from the front façade of the building to the street.

14.10.6. Off-site parking

- A.** Required parking spaces may be permitted on an off-site parking area separate from the site on which the principal use is located if the off-site parking is located within five hundred (500) feet. Newly constructed off-site parking areas may require a special exception per the use standards.
- B.** Off-site parking is measured as the walking distance from the nearest point of the shared parking area to the primary entrance of the use served. All off-site parking shall be reviewed and approved as part of site plan approval and/or building permit review.
- C.** Prior to the issuance of a permanent or temporary certificate of occupancy, a recorded perpetual easement to the parking area must be filed in the office of the Chancery Clerk of Oktibbeha County. Easements for shared parking shall be reviewed and approved by the City Attorney.

14.10.7. On-street parking

- A.** This section defines the parking criteria for adding on-street parking adjacent to a development. Parking may be allowed on Local and Minor Collector streets at the discretion of the City Engineer. Parking shall not be allowed on Major Collector or Arterial streets.
- B.** Parallel parking is permitted on certain streets as approved by the City Engineer.
- C.** For all streets in which parking is limited or not allowed, "No Parking" street signs may be required as part of the

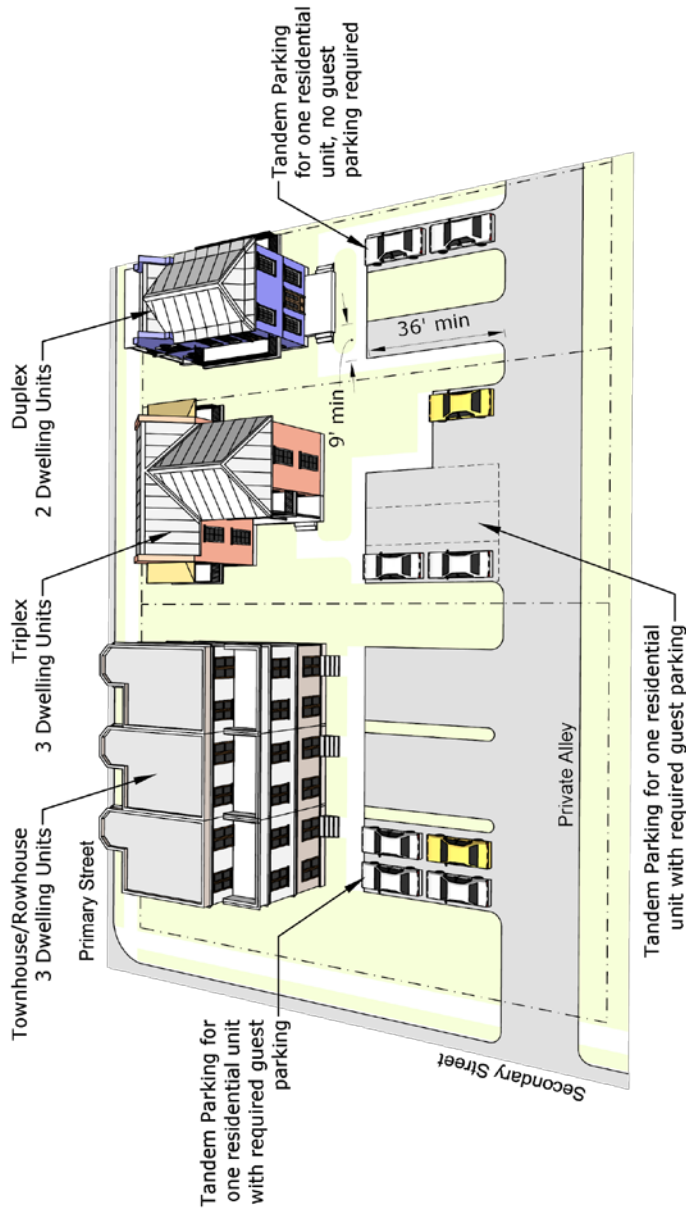
approved site plan.

- D.** The addition of perpendicular or angled parking shall not be allowed on City public streets.
- E.** Parking inset from the curb line may be allowed by the City subject to the approval of the City Engineer.
- F.** An on-street parking space within the right-of-way shall be designed with a minimum clearance of six (6) feet offset from the edge of a driveway unless additional clearance is required by the City Engineer.
- G.** An on-street parking space within the right-of-way shall be designed with a minimum clearance of thirty (30) feet from the nearest edge of the intersection. The designer shall establish the minimum clearance by reviewing sight distance requirements in the AASHTO Policy on Geometric Design of Highways and Streets.
- H.** Special consideration shall be given to mailbox locations near on-street parking such that parked vehicles do not interfere with mail delivery.
- I.** On-street parking cannot be privately metered or reserved.

Section 14. Development Standards

14.10.8. Tandem parking

Fig. 14.10-1



- A. Tandem parking is allowed for the following residential use categories: detached dwelling and accessory dwelling unit.
- B. Tandem parking is allowed for the following residential use categories with a maximum of three (3) dwelling units within one (1) structure: attached duplex, attached triplex, and townhouse/rowhouse.
- C. A maximum of two (2) parking spaces may be in one (1) tandem parking space with a minimum dimension of 9 feet in width by thirty-six (36) feet in length.
- D. Both parking spaces in tandem must be assigned to the same dwelling unit and signed appropriately.

14.10.9. Queuing Areas

- A.** Adequate space must be made available on-site for stacking, storage, and queuing of vehicles.
- B.** Vehicles using drive-thru facilities may not encroach on or interfere with the public use of streets and sidewalks by vehicles or pedestrians.
- C.** Each stacking space must be a minimum of twenty (20) feet in length and ten (10) feet in width along straight portions. Stacking spaces and stacking lanes must be a minimum of twelve (12) feet in width along curved segments.
- D.** See use standards for specific requirements for drive-thru facilities.

14.10.10. Loading Areas. Loading areas shall be required based on the specific use as stated in the use standards.

14.10.11. Medians Within Driveways Accessing Public Right-of-Way. If medians are included and are placed either entirely or partially in the public right-of-way, they shall meet the following standards for design:

- A.** No obstruction. The medians may not obstruct the design vehicle turns.
- B.** Visibility. The medians must be placed such that the required visibility in the intersection is not obstructed.
- C.** Undiminished Use. Medians must be placed so they do not diminish the intersection use except where designing a right-in/right-out intersection.

- D.** Median Maintenance. Medians shall be maintained.
- E.** Pedestrian refuge islands shall be required if a median is intersected by a required pedestrian crossing.
- F.** Signage is allowed within medians.

14.10.12. Pedestrian Crossings

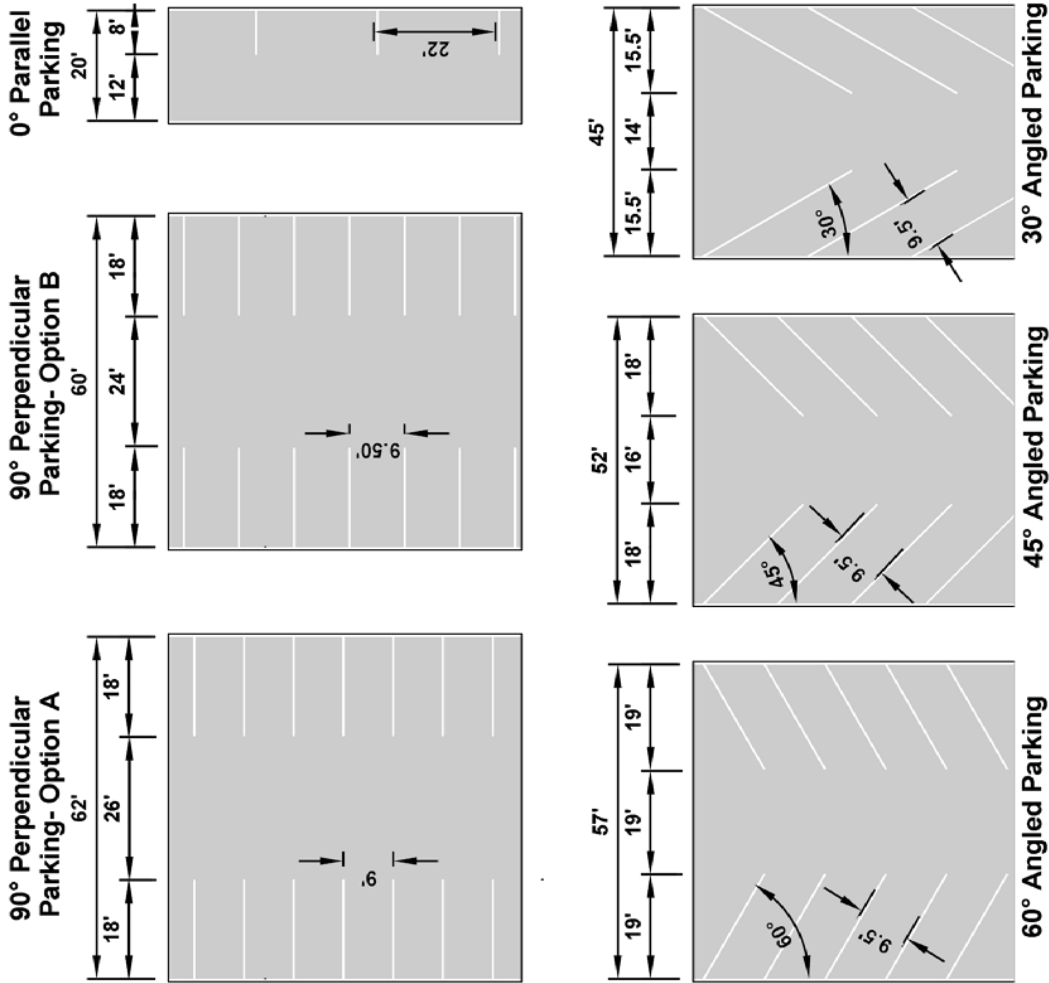
- A.** Pedestrian crossings across all entrances shall be ADA compliant.
- B.** Pedestrian crossings shall be marked and/or signed as required by City Engineer and/or ADA Coordinator.

14.10.13. Parking Location for Commercial, Industrial, Institutional, Mixed-Uses, and Residential Uses with three (3) or More Dwellings per Site

- A.** Required parking spaces must be located on the same lot they are intended to serve, except where specifically allowed under off-site parking requirements.
- B.** All off-street parking must be arranged so that no vehicle is forced onto any public street, not including an alley, to gain access from one (1) parking aisle to another parking aisle.
- C.** Vehicles shall not back out directly onto any public street.
- D.** Parking shall only be permitted on a hard surface. Parking shall not be permitted on open lawn area from the front façade of the building to the street.
- E.** Driveway width and location shall be determined based on the adopted city access management policy.

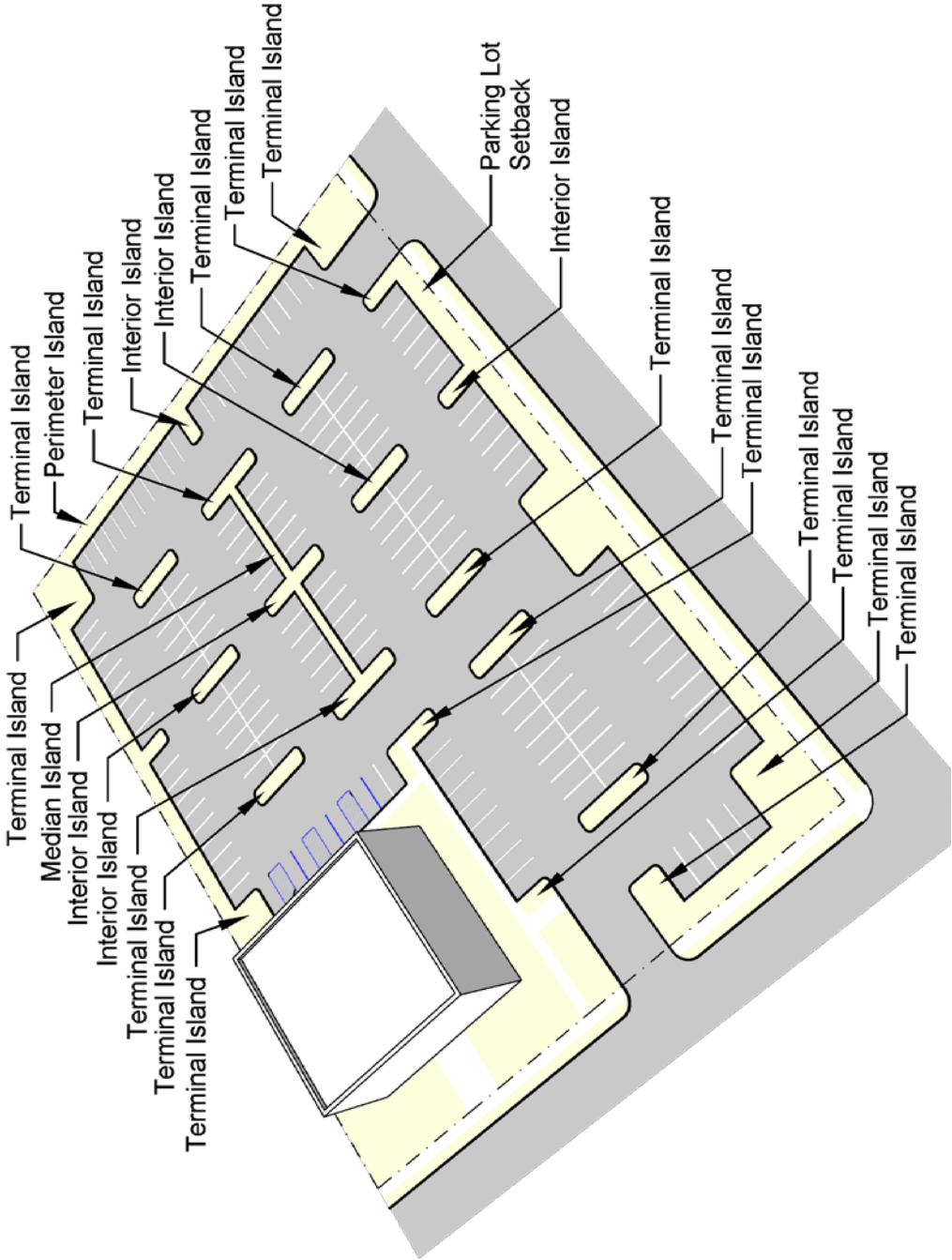
14.10.14. Parking Layout

Fig. 14.10-2



- A. Ninety degree (90°) perpendicular parking option A.** Parking spaces shall have a minimum dimension of nine (9) feet wide by eighteen (18) feet long with a minimum drive aisle width of twenty-six (26) feet.
- B. Ninety degree (90°) perpendicular parking option B.** Parking spaces shall have a minimum dimension of nine and a half (9 1/2) feet wide by eighteen (18) feet long with a minimum drive aisle width of twenty-four (24) feet.
- C. Sixty degree (60°) angled parking.** Parking spaces shall have a minimum dimension of nine and a half (9 1/2) feet wide by nineteen (19) feet long with a minimum drive aisle width of nineteen (19) feet.
- D. Forty-five degree (45°) angled parking.** Parking spaces shall have a minimum dimension of nine and a half (9 1/2) feet wide by eighteen (18) feet long with a minimum drive aisle width of sixteen (16) feet.
- E. Thirty degree (30°) angled parking.** Parking spaces shall have a minimum dimension of nine and a half (9 1/2) feet wide by fifteen and a half (15 1/2) feet long with a minimum drive aisle width of fourteen (14) feet.
- F. Zero degree (0°) parallel parking.** Parking spaces shall have a minimum dimension of eight (8) feet wide by twenty-two (22) feet long with a minimum drive aisle width of twelve (12) feet.
- G. Other angled parking.** All other angled parking lot dimensions not stated above shall require approval by the City Planner and/or City Engineer based on the dimensional standards of the two (2) closest angled parking categories.
- H. Fire lanes and access drives.** Drive aisle width requirements in this section shall not apply to any required fire lanes or fire access drives. Aisle widths for fire lanes and fire access drives shall be as required by the latest adopted edition of the International Fire Code or other applicable adopted building codes.
- I. Parking lot islands.** All parking lots shall provide for perimeter islands, terminal islands, interior islands, and median islands as required by the Development Standards Chart and the Landscape Sections (see Fig. 14.10-2).
- J. Required curbs.** Interior islands, terminal islands, median islands, and parking lot perimeter shall have a six (6) inch high by six (6) inch wide concrete curb. Wheel stops cannot be used as the only means of protection. If median islands are being used for stormwater management, the requirement for a concrete curb may be removed only with the approval of the City Planner and/or City Engineer.

Fig. 14.10-2



1.

14.10.15. Recreational Vehicles and Equipment. For the purposes of this section, recreational vehicles shall include: travel trailers, motor homes, boats, personal watercraft, and all-terrain vehicles. Equipment shall include: utility trailers, construction dumpsters, and temporary storage containers.

A. Recreational vehicles and equipment shall be stored behind the nearest portion of a building to the street in either the side yard, rear yard, garage, carport, or an enclosed building. For loading and unloading, recreational vehicles and equipment shall be permitted to park anywhere on the property for a maximum of twenty-four (24) hours.

B. Parking of recreational vehicles and equipment is not permitted on any public street for a period in excess of twenty-four (24) hours.

C. Recreational vehicles cannot be used as a dwelling or short-term residential rental. Recreational vehicles can be used as a temporary sleeping quarters on property that is the primary residence of the property owner during home game weekends for Mississippi State University for a maximum of three (3) nights consecutively and not to exceed thirty (30) days within a calendar year as well as during city-recognized holidays. During this temporary period, one (1) recreational vehicle may be parked in the driveway of an occupied dwelling as long as the vehicle does not block public sidewalks or protrude into the street.

D. Recreational vehicles shall be allowed on the side of the front yard on a hard surface by Administrative Adjustment.

14.10.16. Exceptions from Off-Street Parking Requirements

A. Parking of automobiles is permitted in the front yard for private events for a period not to exceed twelve (12) hours.

Private event parking exceptions shall be limited to no more than three (3) events within a calendar year.

B. Parking of automobiles is permitted in the front yard during home game weekends for Mississippi State University from 12:00 pm Friday to 12:00 pm Sunday.

C. Equipment shall be permitted in the front yard of any structure with an active building permit. All utility trailers and temporary storage containers shall be removed once construction activities have ended, stopped, and/or a certificate of occupancy has been issued.

14.10.17. Variances. Any deviation from the number of required spaces and/or the off-street parking requirements not approved by the City Planner as an administrative adjustment shall be required to receive approval through the Variance process.

Section 14. Development Standards

14.11. Sidewalks and Pedestrian Circulation

14.11.1. Sidewalks Required by Subdivision. Within all newly platted subdivisions, sidewalks shall be required. The installation shall be required in accordance with Section 15:3:3.H.

14.11.2. Sidewalks Required by Site Plan

- A.** On any development or redevelopment within the sidewalk development zone (see Fig 14.11-1) that requires site plan approval, sidewalks shall be required.
- B.** Sidewalks shall be completed and approved by the City prior to issuance of a certificate of occupancy.
- C.** The developer or property owner of any development or redevelopment shall be required to bring existing sidewalks adjacent to the property into compliance with current sidewalk and/or ADA standards.

14.11.3. Sidewalks Required by Building Permit

- A.** On any construction project that does not require site plan approval within the sidewalk development zone (see Fig 14.11-1) with a cost for improvements that is greater than fifty thousand dollars (\$50,000), sidewalks shall be required unless any of the following conditions exist:

- 1.** The project is a single dwelling unit located on a single lot that is not part of a development that requires sidewalks.
- 2.** The installation cost of the required sidewalk is greater than thirty percent (30%) of the cost for the improvements. The improvement cost shall include all improvements on the site, structure, and/or building for all phases. The installation cost of the sidewalks shall be based on unit prices. The unit prices shall be determined based upon quarterly posted construction bid averages provided by the Mississippi Department of Transportation (MDOT). The unit price used to determine the installation cost shall be reviewed and approved by the City Engineer.

- 3.** The developer or property owner of any development or redevelopment shall be required to bring existing sidewalks adjacent to the property into compliance with current sidewalk and/or ADA standards.

14.11.4.

General Requirements

- A.** Sidewalks shall be designed and constructed to comply with the Americans with Disabilities Act and most current version of the Americans with Disabilities Act Accessibility Guidelines. Developments on a corner lot shall be responsible for providing handicapped access curb ramps on the corner.
- B.** Required sidewalks shall be located within the right-of-way adjacent to the subject property. Sidewalks shall be provided along all public and private streets from lot line to lot line and align with existing sidewalks on adjacent properties. Sidewalks that cannot be located within the right-of-way shall be located as close to the right-of-way as possible in an easement allowing for public access and maintenance. Sidewalk easements width shall be six (6) feet plus the width of the sidewalk.
- C.** Unless otherwise specified by the Development Review Committee, sidewalks shall be located closer to the right-of-way line than the back of curb of a street. Thus, creating an area for the planting of sod or other landscape materials.
- D.** Sidewalk material shall be in accordance with the Development Standards Chart.
- E.** The width of the sidewalk shall be a minimum of five (5) feet except for developments that have additional setback requirements in accordance with Section 5.3. In locations with higher current or anticipated pedestrian use, a wider sidewalk may be required as deemed necessary by the City Planner and/or the City Engineer.
- F.** Sidewalk crossings at any driveway shall provide an ADA compliant connection between the sidewalk ends.

- G. Crosswalks shall be required and striped in conformance with the latest edition of the Manual on Uniform Traffic Control Devices or to the current City standard.
- H. If required, Internal pedestrian circulation shall be provided and meet the requirements of the Development Standards Chart.
- I. **Repair and Maintenance.** Upon issuance of a certificate of occupancy, the city shall be responsible for the repair and maintenance of sidewalks and multi-use paths within public right-of-way. The expense of repairing any sidewalk shall be incurred by the city. Sidewalks not located within a public right-of-way or an approved sidewalk easement, are the responsibility of the property owner. It shall be the responsibility of the property owner to have sidewalks evaluated by city staff prior to any action which may result in damage or removal by an owner, renter, or contractor during work done at a property. Sidewalks that are damaged or removed by direct action shall be repaired/replaced by property owner. The evaluation shall determine whether the sidewalk condition warrants repair or reconstruction.
- J. **Obstructions.** The owner and/or occupant of every lot or premises adjoining any street shall clear and keep all sidewalks or multi-use paths adjoining such lots or premises from any obstructions including, but not limited to, structures, vehicles, materials, debris, vegetation, or other items. The owner and/or occupant shall also keep clear the area which is located directly over the sidewalk, up to a height of eight (8) feet, in a manner which will allow reasonable travel without interference from obstructions as defined above.
- K. **Sidewalk Protection During Construction.** Construction activities adjacent to a public sidewalk shall adhere to the following:
1. **Protection Area.** Sidewalk protection areas shall have a clear unobstructed width of not less than six (6) feet in all areas.
2. **Open Sidewalk.** At the building official's discretion, the open sidewalk should be separated from the adjacent work zone by a chain link fence or other similar barrier. Any gate in the fence must swing inward toward the work zone. The fence must be properly anchored but cannot be bolted or attached in any similar manner into the sidewalk.
3. **Barricades.** During construction, sidewalks that are not protected by a physical barrier (curb and cutter, grass strip, etc.), the property owner may be required to provide water filled barricades as determined by the Development Review Committee during site plan review.
4. **Sidewalk Overhead Protection** (sidewalk bridge, a protective canopy or sidewalk shed). As part of site plan approval, the Development Review Committee may require overhead protection for public sidewalk.
- A sidewalk shed must be erected whenever materials will be hoisted over the sidewalk, regardless of building height or horizontal distance between the building and sidewalk. Without a sidewalk shed, no construction operation is allowed over the sidewalk.
 - Specifications and drawings of the sidewalk shed must be submitted with the traffic control plan during site plan review and, if applicable, lane closure permit application.
 - The drawing must show the side view, front view, and cross section view of the sidewalk shed.
 - The sidewalk shed shall have a clear unobstructed ceiling height of not less than eight (8) feet.
 - Roof materials shall consist of planking no less than the industry standard nominal thickness of two (2) inches, closely laid, made watertight, and covered with exterior grade fire resistant plywood.
 - Sidewalks within a sidewalk shed shall be lit with approved temporary lighting.

- All walking surfaces within a sidewalk shed shall be compliant with the American Disabilities Act Accessibility Guidelines.

L. Permit for Obstruction of Sidewalk. When and where it shall be necessary in the construction or repair of buildings, structure, or site, the Mayor and Board of Aldermen may approve the issuance of a written permit, not exceeding two (2) months, permitting the applicant to obstruct the free and unimpeded use of the sidewalk. A pedestrian traffic plan shall be required. If the provisions and conditions of permit are not strictly adhered to, a stop work order for the entire project shall be issued.

M. Review and Approval Procedure

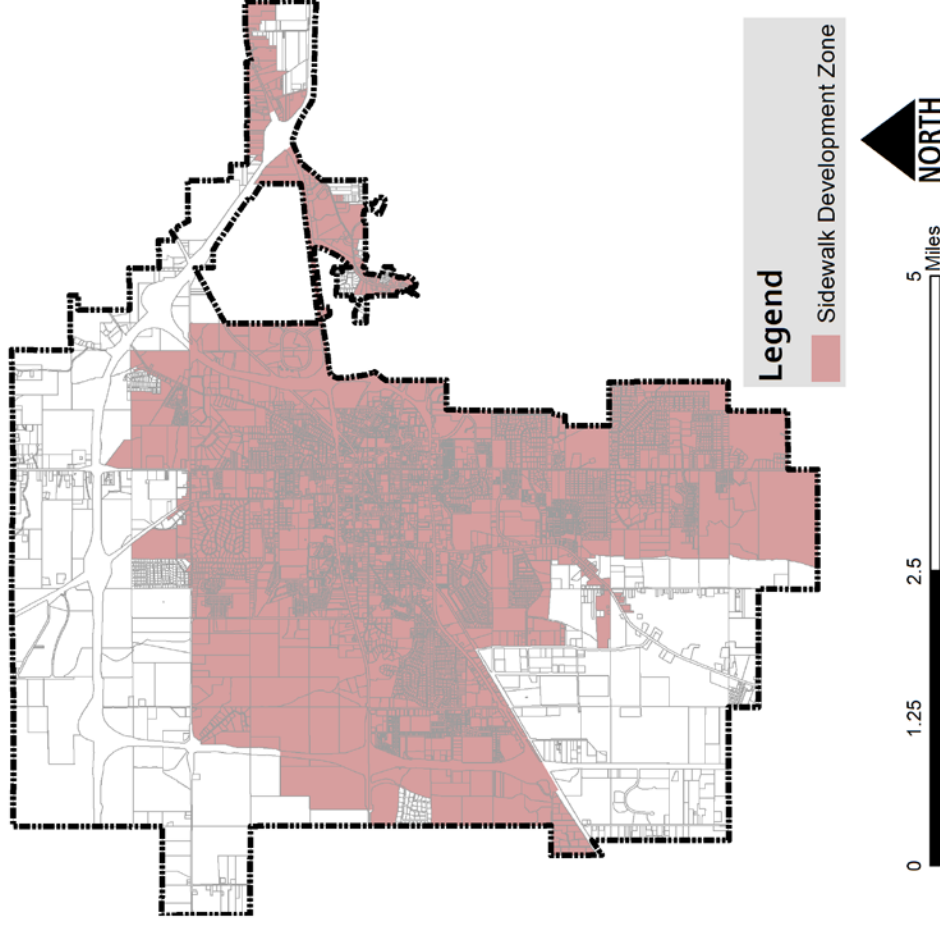
1. Sidewalks shall be subject to review and approval as part of the site plan review process.
2. No certificate of occupancy shall be issued until all required sidewalks are completed in accordance with the approved site plan.
3. If required sidewalks are incomplete, a temporary certificate of occupancy may be issued in accordance with section 17.5.2.B.

N. Variance from Sidewalk Requirements. Any variance from sidewalk requirements in Section 14.11 shall follow the procedures and processes of Section 3.7.5.

O. Administrative Adjustments from sidewalk requirements. Any administrative adjustments from sidewalk requirements in Section 14.11 shall follow the procedures and processes of Section 3.6

Fig 14.11-1

Sidewalk Development Zone Map



14.15. Condominium Development Standards

14.15.1. General Provisions

- A. The requirements of this section shall apply to any condominium. Existing structures shall not be converted into condominiums unless the building and site meet all current development standards, use standards, and building codes. The burden of demonstrating compliance shall be placed on the applicant.
- B. No person shall commence the construction or conversion of a condominium without first obtaining an approved condominium plat and building permits. Site plan approval and building design plan may be required in accordance with section 3.9 and 3.10.
- C. Condominiums may be commercial, residential, industrial, or mixed use. Single dwelling unit developments shall not be permitted to be approved as or converted to a condominium, unless as a part of an approved cottage court development.

14.15.2.

- A. **Building Code.** All applicable provisions of the adopted Building Code shall be complied with.
- B. **Use Standards and Development Standards.** All applicable provisions of the Use Standards and Development Standards shall be complied with.
- C. **Establishment and maintenance of utilities.** Utility lines located within a lot or parcel of land and serving only one lot or parcel shall not be maintained by the city except as notated on the approved site plan.
- D. **Connectivity Required.** A public road may be required by the City Engineer or Development Review Committee to connect to adjacent property or adjacent public roads. Determination of the location of connections shall be made by the Development Review Committee based on adjacent existing developments, proposed future development, and/or potentially developable vacant land.
- E. **Streets.**
 1. The City Engineer shall review the proposed public road and shall classify all the road in one of the categories listed in the City of Starkville Standards of Design & Specifications.

2. New public streets shall be built in accordance with section 15.4.
 3. The City Engineer may require the applicant to prepare and submit a traffic impact study for any proposed site that would generate one-hundred (100) or more total trips during the peak hour of the traffic generator or the peak hour of the adjacent street as outlined and illustrated in the latest versions of the Mississippi Department of Transportation Access Management Manual or for a proposed project which may generate traffic issues.
 4. The Traffic Impact Study format and requirements shall conform to the City of Starkville Standards of Design and Specifications for Subdivisions.
 5. Where the traffic impact study indicates impact greater than the allowable thresholds, the applicant shall prepare and submit a traffic mitigation plan to the City Engineer. The mitigation plan shall identify capital projects and phasing strategies that would bring the development impact to within the acceptable thresholds. This plan may identify improvements undertaken by the private sector, the public sector or both. Condominium plat approval shall not be granted until the City Engineer determines that the plan provides reasonable and adequate mitigation. Factors to be considered include whether: the cost of the mitigation measures exceeds the value of the proposed development; transportation demand management strategies including multi-modal improvements are included; alternative access strategies are considered.
 6. Turning lanes shall be provided at heavily traveled intersections as determined by the City Engineer. It will be the responsibility of the developer to pay for the costs for the roadway improvements; however, the City Board of Aldermen may elect to participate in some of the construction costs upon written request of the developer.
- F. Utility Easements.** Appropriate access and utility easements shall be provided as depicted in the private street cross-sections as included in the applicable code section(s) in the Starkville Code of Ordinances, chapter 98, streets, sidewalks and other public places. The following language shall be included on both the face of the plat as well as in the condominium declaration

Section 14. Development Standards

regarding easements:

"The undersigned owner of (condominium development), as shown on the condominium plat and as described in the condominium declarations, does convey to the City of Starkville, Mississippi, along with the right of ingress and egress, all utilities and utility easements to be used by the City of Starkville, Mississippi for providing public services, along with permanent, and perpetual utility easements.

It is understood and agreed that the City of Starkville is held harmless from liability or payment of compensation to the abutting property owners, or entity deriving therefrom, for damages resulting from utility line failures or damages to improvements within the aforementioned easements, up to, but not limited to buildings, light fixtures, mailboxes, ornamental landscaping, turf grass, fences, along with private road surfaces, curbs and gutters, sidewalks, as a result of ingress, egress and the maintenance or replacement of utilities."

G. Parking. If the City Engineers determines that the road type is appropriate and the Development Review Committee approves, parallel on-street parking may be allowed along public roads. On-street parking shall not be included in the minimum required parking for the use unless otherwise allowed in the Unified Development Code.

H. Sidewalks.

1. Sidewalks shall be constructed to allow for interior connectivity between all common spaces and public spaces to individual units.

2. Sidewalk access shall be provided from each building within a condominium development or by a shared sidewalk connecting all common spaces and individual units to the street. Location of shared sidewalk shall be approved by the Development Review Committee.

3. Sidewalks shall be required along public right-of-way in accordance with section 14.11.

14.15-3. Variances and Administrative Adjustments. Any deviation from the requirements of this section shall be in accordance with the procedures and processes in Section 3 in this Unified Development Code.

Section 15. SUBDIVISION STANDARDS

15.1.3. Design & Construction Requirements.

- A.** All subdivision design, materials, and construction shall conform to the City of Starkville Standards of Design & Specifications for Subdivisions.
- B.** If the primary development related improvements are not completed, inspected, and accepted by the City Staff prior to a request for final plat for all or a part of any subdivision or issuance of a building permit for any lot, whichever occurs first, a Performance Guarantee Agreement and an acceptable surety in an amount approved by the City Engineer shall be in place before the execution of a certificate of final plat approval. The itemized construction cost estimate, which shall be prepared and certified by a licensed professional engineer, shall be provided to the City Engineer and the Utility Department. The City Engineer will determine the surety amount based on this information and may require additional information if the estimate is incomplete or underestimated. The surety shall be two hundred percent (200%) of the itemized construction cost estimate of the primary and secondary development-related improvement.
- C.** If the primary development related improvements are complete, but the secondary development-related improvements are not completed, inspected, and accepted by the City Staff prior to a request for final plat for all or a part of any subdivision or issuance of a building permit for any lot, whichever occurs first, a Performance Guarantee Agreement and an acceptable surety in an amount approved by the City Engineer shall be in place before the execution of a certificate of final plat approval. The itemized construction cost estimate, which shall be prepared and certified by a licensed professional engineer, shall be provided to the City Engineer and the Utility

15-1

15.1. General Provisions

15.1.1. Applicability.

- A.** No construction shall commence until all required plans, profiles and specifications have been reviewed and approved as part of an approved infrastructure plan by the City or other governmental approving agency.
- B.** No City services or utilities shall be extended or furnished to any development until the applicant has installed the improvements specified in this Unified Development Code or guaranteed their installation as provided for in this Unified Development Code.
- C.** Variances and Administrative Adjustments shall be in accordance with the procedures and processes in Section 3 in this Unified Development Code. The City Planner and City Engineer, where specifically authorized may approve administrative adjustments.
- D.** All improvements must conform to all adopted City plans and Codes.

15.1.2. Phasing.

- A.** If set out as part of the preliminary plat, lots may be recorded and public improvements may be constructed in phases as long as each phase is able to stand alone by meeting all City requirements.
- B.** A phasing plan shall be submitted that shows the extents of all improvements in each phase including access, utilities, and any other necessary items.
- C.** The City Planner shall ensure that the phasing plan is in accordance with the preliminary plat and that each phase, as constructed, will comply with City requirements.
- D.** Infrastructure plans shall be prepared for each phase in order to show the extent of construction and connections.

Section 15. Subdivision Standards

Department. The City Engineer will determine the surety amount based on this information and may require additional information if the estimate is incomplete or underestimated. The surety shall be one hundred and fifty percent (150%) of the itemized construction cost estimate of the secondary development related improvements. The surety for the final layer of asphalt may be reduced to one hundred percent (100%) of the itemized construction cost estimate at the discretion of the City Engineer based on the level of completion.

- D.** All primary development-related improvements shall be installed, inspected and approved prior to the issuance of the first temporary or permanent certificate of occupancy within the subdivision phase. All secondary development-related improvements may, at the discretion of Starkville Utilities, the City Planner and/or the City Engineer, be installed within one hundred and eighty (180) days following the issuance of the first certificate of occupancy. Any extension to the one hundred and eighty (180) days may be approved at the discretion of Starkville Utilities, the City Planner and/or the City Engineer based on accepted hardships that delayed the completion of the improvements. If an extension is not granted, the Performance Guarantee Agreement may be executed at any time after the one hundred and eighty (180) day period. The warranty period shall not commence until all the outstanding items have been installed, inspected, and approved.

15.1.4.

- A.** All development-related improvements must have a warranty guaranteeing the work against defects for a period of one (1) year from the date of warranty period commencement for the respective infrastructure system.

- B.** The warranty shall list the City as a beneficiary.
- C.** A warranty surety shall be provided in an amount of fifteen percent (15%) of the estimated value of the warranted development-related improvements. The surety shall expire six (6) months after the expiration of the warranty period.

15.1.5.

- A.** **Acceptance.** No subdivision streets shall be eligible for acceptance by the City until a minimum of eighty-five percent (85%) of construction has been completed based on the number of total lots or a period of seven (7) years, whichever occurs first.

- B.** Subdivisions to be constructed in phases shall not be eligible for street acceptance by the City until eighty-five percent (85%) of the construction has been completed based on the number of total lots of all phases if the construction route requires access to any of the previously platted phases or a period of seven (7) years, whichever occurs first.

- C.** Any development-related improvements shall not be officially accepted until the improvements have been inspected and approved by the City, corrections are made in the field and on the approved infrastructure plans, a reproducible copy of the as-built drawings are provided to the Community Development and Engineering Departments, and the warranty required in the previous section is completed. As-built drawings to meet requirements outlined the City of Starkville Standards of Design and Specifications for subdivisions and shall be signed and certified by a licensed Professional Engineer indicating that all work is in accordance with the approved plans and the City of Starkville codes, standards and requirements.

- D.** The developer shall maintain the roadways in a safe and good condition until the streets are eligible for acceptance. If at any time, the City notifies the developer of an unsatisfactory roadway condition, the developer will

E. have thirty (30) days to remedy or the City may utilize a portion of the surety for roadway repairs or maintenance. Final street repairs and construction must be completed prior to acceptance by the City.

15.1.6. Dedication of Public Land. Where a proposed park, greenway, open space, school, fire station or other public use shown in the Comprehensive Plan is located in whole or in part in a development, the Board of Aldermen may require the reservation of the land for future use.

15.1.7. Easements.

A. Platted easements and deed of easements shall be provided in the locations and dimensions required by the City in order to:

1. Allow for adequate storm drainage facilities;
2. Allow for proper installation of water and sewer lines, whether immediately proposed or necessary for adequate service in the future;
3. Allow for cross-access between properties;
4. Allow for adequate transit facilities and access;
5. Allow for adequate pedestrian and bicycle access;
6. Allow for adequate right-of-way for street types;
7. Allow for adequate public access; and
8. Allow for adequate slope for roadway construction.

B. Easement widths shall be specified by the City as necessary to accommodate existing and future needs as well as construction and repair of facilities.

C. Drainage easements are required for any development that involves more than one (1) lot and may be required for individual lot developments. This includes commercial developments with outparcels, phased development, and other developments with surrounding land under the same ownership as the tract being developed.

D. Public drainage easements shall be provided for:

1. All culverts and pipes outside or directly adjacent to the right-of-way which are to be conveyed to the City for ownership and maintenance;
 2. All new or existing open channels or watercourses which drain City streets or property;
 3. Any other locations deemed appropriate by the City Engineer or staff.
- E. Private drainage easements shall be provided for:
1. All culverts and pipes outside the right-of-way that are not to be conveyed to the City for ownership and maintenance;
 2. All permanent and temporary stormwater mitigation facilities for all individual drainage swales along a rear or side lot line or swales which accommodate uphill lot drainage;
 3. Any other locations deemed appropriate by the City Engineer or staff.
- F. Easements centered on rear or side lot lines shall be provided for individual or uphill site drainage where necessary and shall be at least fifteen (15) feet wide, or a width designated by the City Engineer.
- G. Drainage easements containing only storm drainage facilities should be centered over the culvert or watercourse and be a minimum of fifteen (15) feet wide, or a width designated by the City Engineer.
- H. Where easements intersect or sharp changes in alignment are necessary, corners shall be cut sufficiently to permit equipment access as determined by the City Engineer.
- I. All drainage easements shall be designed to tie into existing easements, existing watercourses, or to other appropriate locations when possible.
- J. Permanent buildings or fences shall not be permitted in easements. Paving, planting, or other landscape and

Section 15. Subdivision Standards

hardscape elements will not be permitted in easements without Board of Alderman approval. In those circumstances, where allowed, it will not be the responsibility of the City to repair the paving, planting, landscaping or hardscaping should the utility line be in need of repair and maintenance and the improvements in the easement be damaged or removed in order to complete this work.

K. Any overhanging limbs, shrubbery, or vegetation of any kind may be removed from within the limits of the easements at the sole discretion of the maintenance personnel of the utilities installed or to be installed in or above the easements.

L. Where a subdivision is traversed by a watercourse, drainage way, channel, or stream, there shall be provided a stormwater easement or drainage easement conforming substantially with the lines of such watercourse or an accepted canal or drainage course, and any further width or construction as will be adequate for drainage purposes. The easement widths shall be based on drainage area and existing channel width and shall be as follows or as determined by the City Engineer:

Table 15.1-1		
Drainage Area of Watercourse (acres)		Easement Width (feet)
< 10 Acres		CW* + 10' on each side
10 - < 25 Acres		CW* + 20' on each side
25 - < 50 Acres		CW* + 30' on each side
50 - < 100 Acres		CW* + 40' on each side
> 100 Acres width, whichever is greater		CW* + 50' on each side or Floodway
* CW is defined as channel width and should be measured from top bank of either side of the channel.		

15.1.8. Names and Numbering.

- A.** Proposed streets which are obviously in alignment with those already existing and named shall bear the names of the existing streets. In no case shall names of proposed streets duplicate or be confused with existing street names located within the City of Starkville or Oktibbeha County.
- B.** Street names shall be subject to the approval of the Mayor and Board of Alderman, Oktibbeha County EMA Director, and USPS.
- C.** Street names shall be shown on the preliminary plat for review and shown on the final plat for approval.
- D.** The proposed name of a subdivision and/or proposed street name shall not duplicate or too closely approximate, phonetically, the name of any other subdivision or street.
- E.** Words that are part of a name and are generic in their meaning (e.g. "river," "woods," "hills") shall not be considered as duplicates of other similar uses of words.
- F.** House or building numbers shall conform to the system established for the City.

15.1.9. Street Signage & Traffic Control.

- A.** All traffic signs and street name signs shall be purchased by the Developer and installed by or to the satisfaction of the City before final plat approval.
- B.** Traffic flow and direction shall be shown on the preliminary plat and be subject to modification by the City Engineer.
- C.** Regulatory signs shall be in compliance with the current Manual on Uniform Traffic Control Devices (MUTCD) and shall be installed accordingly. The placement and number of signs shall be approved by the City Engineer.
- D.** All streets and crosswalks within the public right-of-way shall use thermoplastic materials for striping.
- E.** Street signage and traffic control design, materials, and construction shall conform to the City of Starkville Standards of Design and Specifications for subdivisions.

15.1.10. Subdivision Monuments.

A. Permanent Markers

- 1.** Permanent markers shall be placed at locations of the subdivision in accordance with this section.
- 2.** Permanent markers must be made of concrete at least three (3) feet long and four (4) inches square or in diameter with appropriate markings on top. The location and coordinates of each of these markers shall be shown on the subdivision plat.

B. Coordinate System

- 1.** Permanent markers shall be placed at one (1) or more corners of the subdivision that are coordinated with a horizontal control monument of some United States or State agency survey system where such monument is within two thousand (2,000) feet of a corner.
- 2.** Where the Mississippi State Plane System coordinates of the monument are on file with the state, the coordinates

of both the referenced corner and the monuments used shall be computed and shown in X (easting) and Y (northing) coordinates on the map.

- 3.** The coordinates shall be identified as based on "NAD 83" indicating North American datum of 1983, or as "NAD 27," indicating North American datum of 1927. Where such a monument is not available, the tie shall be made to some pertinent and permanent recognizable landmark or identifiable reference point.

C. Lot Markers

- 1.** Monuments shall be placed at all corners or changes in alignment along the boundary of the subdivision and at all block corners, angle points, and curves in street right-of-way boundary lines. Markers shall be placed at all corners or changes in alignment in lot boundaries. Iron pins of no less than thirty (30) inches long nor less than three-fourths (¾) inches in diameter shall be set flush with the ground at every lot corner.
- 2.** All monuments or markers shall be set with the top thereof flush with the finished grade or as allowed by state requirements. Where necessary to prevent disturbance, the monument shall be buried underground and referenced to permanent landmarks.

D. Referenced Mark

- 1.** Whenever any portion of any lot in the subdivision lies within a flood prone area, a reference mark in the form of an "X" indicating the elevation in relation to mean sea level to the nearest one tenth (1/10) of one (1) foot shall be located on a permanent marker or structure such as a culvert, bridge, headwall or wing wall or as otherwise approved by the City Engineer.

Section 15. Subdivision Standards

2. The elevation and a description of the location of the reference mark shall be indicated on the subdivision plats, which contain lots in flood prone areas.

15.1.11. **Fee in Lieu.** Where the City Engineer determine that construction of public improvements would not be feasible, a fee in lieu may be considered by the City Engineer. The City Engineer shall review the request and associated cost. The fee shall be an amount not less than one hundred and fifty percent (150%) of the estimated cost of construction and materials as estimated by a licensed Professional Engineer. The fee shall be approved by the Mayor and Board of Alderman. Right-of-way dedication and all necessary easements shall be dedicated to the City. Infrastructure construction plans may be required to determine the extent of public improvements and easements.

15.1.12. **Floodplain Areas.**

- A. Land subject to flooding with a frequency of a one-hundred (100) year flood shall not be subdivided unless precautionary measures are taken to eliminate or minimize flood hazards. All building finished floor elevations shall be raised to an elevation two (2) feet above the one-hundred (100) year flood elevation in accordance with the latest FEMA map for the area or calculated for the area in which the proposed subdivision is situated.
- B. No fill shall be made, or any subdivision constructed, which will increase flood hazards to other lands, or in any manner impede or restrict the flow of water in a flood situation.
- C. All proposed roadway and primary driveway grades shall be above the one-hundred (100) year flood elevation in accordance with the latest FEMA map in order to provide emergency service access during a flood event.

- D. All utilities and facilities such as water, sewer, gas, and electrical systems shall be located, elevated, and constructed to eliminate or minimize flood damage, and adequate drainage shall be provided so as to reduce exposure to flood hazards.

E. Refer to Section 16.10 Flood Damage Prevention Ordinance for more information and requirements

15.1.13. **General Grading.**

- A. All unsightly topographic features will be rounded, leveled, filled or otherwise graded to a pleasant appearance in a configuration commensurate with the overall development.
- B. All trash and debris and other unsightly material will be removed from all premises located within the boundary of the tract of land being subdivided and/or developed. Erosion will be prevented and sediment controlled by the planting of grass and shrubbery or by other remedial procedures.
- C. All building sites and lands immediately adjacent thereto streets and other surfaces shall be graded and shaped in a manner that will cause stormwater to drain away from buildings and away from the subdivision in a natural water course or in a man-made channel acceptable to all parties involved.
- D. Grading and centerline gradients shall be in accordance with plans and profiles approved by the City Engineer.
- E. Maximum slopes allowed in all areas (except stormwater management ponds located as described in Section 16.9 Stormwater Management) shall be 3:1 (Horizontal: Vertical).
- F. All streets shall be graded to a minimum line extending ten (10) feet back of the curb line, with a minimum rise of not

- less than eight (8) inches, and a maximum of not more than two (2) inches from the top of the gutter.
- G.** Prior to a final plat or temporary or final certificate of occupancy, all timber, logs, trees, brush, biodegradable matter, and other rubbish shall be removed or otherwise disposed of in accordance with the rules and regulations of the Mississippi Department of Environmental Quality as to leave areas that have been disturbed with a neat and finished appearance.
- H.** Burning of cleared vegetation and perishable debris is not allowed unless approved by the City Fire Department by issuance from the Fire Marshal of the required burn permit.
- I.** Damage to existing streets and structures, utilities, trees, or private property shall be repaired and restored to its original condition by the Contractor.
- 15.1.14. Erosion & Sediment Control.**
- A.** Installation of the above improvements shall be done in such a manner as to provide for the most effective control of erosion and sediment. All erosion control measures shall be in accordance with City, State, and Federal requirements.
- B.** Permanent final vegetation and structures shall be installed as soon as practical in the development. Final approval of any project shall not be considered until vegetation is established on all disturbed areas and all permanent measures have been installed. Established vegetation shall be defined as acceptable when a satisfactory stand and growth of in season plantings have sufficiently covered the area seeded to provide ample erosion protection.
- C.** Refer to Section 16.8 Erosion Control for more information and requirements.
- D.** Design, materials, and construction of erosion control measures and plans shall conform to the City of Starkville Standards of Design and Specifications for Subdivision.
- 15.1.15. Common Areas**
- A. Ownership-** Any platted common area(s) and any facilities located within the common area(s) shall be owned by the Homeowners' Association and/or the owner(s) of the individually platted lots. For any newly platted subdivision, ownership shall be specifically addressed in the filed covenants for the development.
- B. Maintenance-** Any platted common area(s) and any facilities located within the common area(s) shall be maintained by the Homeowners' Association and/or the owner(s) of the individually platted lots. For any newly platted subdivision, maintenance shall be specifically addressed in the filed covenants for the development.
- C. Penalty for Code Violation-** If at any time a common area is cited for a code violation, it shall be the responsibility of the Homeowners' Association to take corrective action to remedy the violation and/or pay associated fines or liens. If the Homeowners' Association has been disbanded, dissolved, or ceases to exist for any reason, it shall be the responsibility of the owner(s) of the individually platted lots within the platted subdivision to take corrective action to remedy the violation and/or pay associated fines or liens. The amount of any issued fines or lines will be assessed based on the number of lots and not the number of owners.

Section 15. Subdivision Standards

15.2. Infrastructure Sufficiency

15.2.1. In General.

- A. To lessen congestion in the streets, to facilitate the efficient and adequate provision of transportation, water, and sewage, and to secure safety from fire, every subdivision plan shall be subject to a determination of the sufficiency of infrastructure, as defined below according to the established levels of service in this Article.
- B. Infrastructure shall be considered sufficient where it is demonstrated to have available capacity to accommodate the demand generated by the proposed development as well as other approved developments and any master plans.

15.2.2. Streets.

- A. The City Engineer may require the applicant to prepare and submit a traffic impact study for any proposed site that would generate one-hundred (100) or more total trips during the peak hour of the traffic generator or the peak hour of the adjacent street as outlined and illustrated in the latest versions of the Mississippi Department of Transportation Access Management Manual or for a proposed project which may generate traffic issues.
- B. The Traffic Impact Study format and requirements shall conform to the City of Starkville Standards of Design and Specifications for Subdivisions.
- C. Where the traffic impact study indicates impact greater than the allowable thresholds, the applicant shall prepare and submit a traffic mitigation plan to the City Planner and City Engineer. The mitigation plan shall identify capital projects and phasing strategies that would bring the development impact to within the acceptable thresholds. This plan may identify improvements undertaken by the private sector, the public sector or both. Subdivision

preliminary plat approval shall not be granted until the City Planner and City Engineer determines that the plan provides reasonable and adequate mitigation. Factors to be considered include whether: the cost of the mitigation measures exceeds the value of the proposed development; transportation demand management strategies including multi-modal improvements are included; alternative access strategies are considered.

D. Turning lanes shall be provided at heavily traveled intersections as determined by the City Engineer. It will be the responsibility of the developer to pay for the costs for the roadway improvements; however, the City Board of Aldermen may elect to participate in some of the construction costs upon written request of the developer.

15.2.3. Water Supply.

- A. Water supply shall be determined based on system capacity and average and peak flows.
- B. All water infrastructure shall be installed in accordance with this Unified Development Code, Latest edition of the Utility Standards as established by City Utility Department, and the latest edition of Recommended Minimum Design Criteria for Mississippi Public Water Systems

15.2.4. Wastewater Disposal.

- A. Wastewater disposal shall be determined based on system capacity and average and peak flows.
- B. All water infrastructure shall be installed in accordance with this Unified Development Code, Latest edition of the Utility Standards as established by City Utility Department, the latest edition of Recommended Minimum Design Criteria for Mississippi Public Water Systems, and the latest edition of the Mississippi

Department of Environmental Quality Guidance for the Design of Publicly Owned Wastewater Facilities.

15.2.5. Fire Suppression.

- A.** Required fire flow shall be determined using the methodology of the Insurance Services Office (ISO).
- B.** In determining the impact of the proposed development on fire suppression, the City shall consider water pressure available to the development.

- 15.2.6. Stormwater.** Where proposed stormwater runoff is to be connected to existing stormwater infrastructure, (e.g. storm sewers, open channels, box culverts, etc.) an analysis of the existing structure and its ability to convey additional runoff will be required. In the event the downstream infrastructure cannot convey the required runoff, the City Engineer may require further mitigation of peak flow or off-site improvements to accommodate additional flows.

15.2.7. Pedestrian & Bicycle Infrastructure.

- A.** In locations with higher current or anticipated pedestrian use, thoroughfares and areas where commercial or multi-unit developments exist or are proposed, a wider sidewalk shall be required as deemed necessary by the City Planner and the City Engineer.
- B.** Bike facilities shall be required in locations as outlined in any proposed or adopted plans or as deemed necessary by the City Planner and the City Engineer.

Section 15. Subdivision Standards

15.3. Blocks, Lots, Access

15.3.1. Intent.

- A. The intent of the maximum block perimeter and connectivity regulations is to provide a well-connected street network.
- B. Large blocks with limited connectivity discourage walking, contribute to street congestion and add driving distance that can negatively impact emergency services. New streets should be designed to consider future development.
- C. The access regulations are intended to provide a means for safe, efficient, and convenient vehicular and pedestrian access within developments and between adjacent developments and to lessen traffic congestion. Pedestrian, bike, and vehicular access should be safe, direct, and convenient.
- D. Access and circulation systems associated with a development shall provide for multiple travel modes (e.g. vehicular, transit, bicycle and pedestrian), as appropriate to the development's size, character and relationship to existing and planned community transportation systems. Vehicular, transit, bicycle, and pedestrian access and circulation systems shall be coordinated and integrated as necessary to offer the development's occupants and visitors improved transportation choices while enhancing safe and efficient mobility throughout the development and the community.
- E. The design and construction of access and circulation systems associated with a development shall be consistent with the transportation goals, objectives, and actions in the City's Comprehensive Plan and other City-adopted plans addressing transportation.

- F. Administrative adjustments to the requirements of this Article may be appropriate where topographic changes are too steep, where existing buildings, streams, or other natural or man-made obstructions exist, or site layout of developed properties prevent cross-access, where adjoining uses are incompatible, or where strict compliance with this Unified Development Code would pose a safety hazard.
- 15.3.2. Lots.
 - A. **Lot Frontage.** Every lot shall have frontage on a public street unless otherwise allowed as part of an approved site plan for a Planned Unit Development or Optional District.
 - B. **Lot Arrangement.**
 - 1. Lots shall be subdivided to permit conformance with all laws and ordinances and to ensure for orderly urban growth, proper building arrangement and to provide City services and facilities.
 - 2. Lot dimensions shall provide for the potential development of all lots and future compliance with the development standards of this Unified Development Code.
 - C. **Lot Dimensions.** Lots that are occupied or are intended to be occupied shall conform with the minimum lot size, lot width, and lot depth requirements provided under Section 5, Section 6, Section 7, Section 8, Section 9, Section 10, Section 11, and Section 12.
 - D. **Recombination of Lots.** The recombination of lots shall be done in accordance with Section 3.12 Subdivisions procedure – Minor and Major.
- 15.3.3. Subdivision Access.
 - A. **Open Access.** Subdivisions must provide roadways that remain permanently open to the public and provide

community-wide access as part of an overall connected street network.

B. Connectivity Required.

Fig. 15.3-1



1. Proposed streets must be interconnected and must connect with adjacent streets external to the subdivision in order to provide multiple routes for pedestrian and vehicle trips from, to and within the subdivision.
2. The vehicular access and circulation system for a development shall incorporate the continuation and connection of roadways and/or associated rights-of-way extended or connected to the boundary of the development site from existing or approved adjoining developments. It also shall provide for the extension or

connection of proposed internal roadways and associated rights-of-way to those boundaries of the development site that adjoin potentially developable or re-developable land. See Figure 15.3-1.

3. Roadway extensions and connections to adjoining lands shall occur on all principal borders that adjoin undeveloped and re-developable property and shall be spaced at intervals not exceeding one-thousand five-hundred (1,500) feet along each principal boundary direction (north, south, east, west). See Figure 15.3-1.

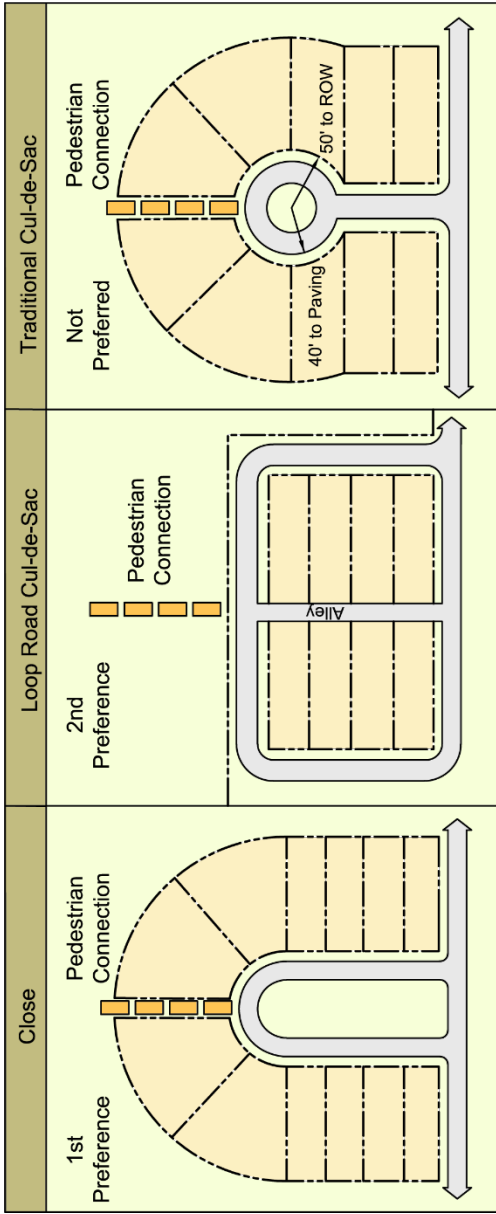
C. Stub Streets.

1. New developments shall connect to any existing street stubs from adjacent properties and stub to all adjacent properties, unless deemed impractical by the City Engineer and City Planner.
2. Exemptions. Street stubs may not be required where the conditions listed below would prevent connections as determined by the City Engineer and City Planner:
 - i. Topographical conditions in which pre-development slopes of eighteen percent (18%) or greater exist.
 - ii. The crossing of a significant physical barrier or environmentally sensitive area (e.g. railroads, watercourses, floodplains, wetlands, etc.) exists.
 - iii. Property shape makes such connection impractical.
 - iv. Property accessibility where an existing planned subdivision with no stubs exists.
 - v. Incompatible adjacent land uses exist.
3. Stub streets and streets intended for extensions during future phases shall be constructed to extend to the property line or as close to the line as is practical. In all cases, the right-of-way should extend to the boundary line.

Section 15. Subdivision Standards

4. It shall be the responsibility of the second development to construct the connection to an existing stub street, even if the stub street is beyond the development's boundary line.
5. Stub streets shall not exceed one-hundred and fifty (150) feet in length without a paved turnaround (permanent or temporary). The Final Subdivision Plat shall be recorded stating that future connection is possible at any stub streets and streets intended for extension during future phases. A sign shall be installed at the terminus of the roadway that informs neighboring property owners that the roadway is intended to be extended in the future (e.g. "Street may be extended by authority of the City of Starkville").
- D. **Spite Strips.** Spite or Reserve strips which are strips of land preventing access to the right-of-way at the terminus of, or adjacent to, existing or proposed roads shall not be permitted.
- E. **Development Accessibility.**
 1. Any residential development with eighty (80) or more homes, more than two-hundred and fifty (250) bedrooms, or a development larger than twenty (20) acres shall have at least two (2) separate access roads. All phases of development should be considered.
 2. Access road entrances shall be separated by a minimum of one-hundred and fifty (150) feet, although a shorter distance may be considered if recommended and approved by the Development Review Committee (DRC). A boulevard with a median will not be considered as two (2) separate emergency access roads.
- F. **Access Designation.** The City Engineer and City Planner shall review the street system for the proposed subdivision and shall classify all proposed streets in one of the categories listed in the City of Starkville Standards of Design & Specifications.
- G. **Dead-End Streets & Cul-de-sac Alternatives.** Dead end streets and cul-de-sacs are prohibited unless approved by the City Engineer and City Planner and comply with the following alternative designs and standards:
 1. Alternative design solutions, such as close (first preference) or a loop road cul-de-sac (second preference) are preferable to a traditional cul-de-sac which contains a center island. See Figure 15.3-2.

Fig. 15.3-2



required to be approved by the City Attorney through the Encroachment Process.

- Dead-end street and cul-de-sac design, materials, and construction shall conform to the City of Starkville Standards of Design and Specifications

H. Sidewalks and Pedestrian Circulation.

- All new subdivisions shall be served by a system of walkways (including sidewalks, pedestrian paths, and trails) that permits safe, convenient, efficient, and orderly movement of pedestrians among the following origin and destination points within the subdivision, as well as between the internal walkway system and the existing or planned external pedestrian circulation system and any adjoining public parks, greenways, schools, community centers or shopping areas.
- See Figure 15.3-3 for the sidewalk development zone map which will require walkways and sidewalks for all new subdivisions.

- Permanent dead-end streets shall be no longer than three-hundred (300) feet.

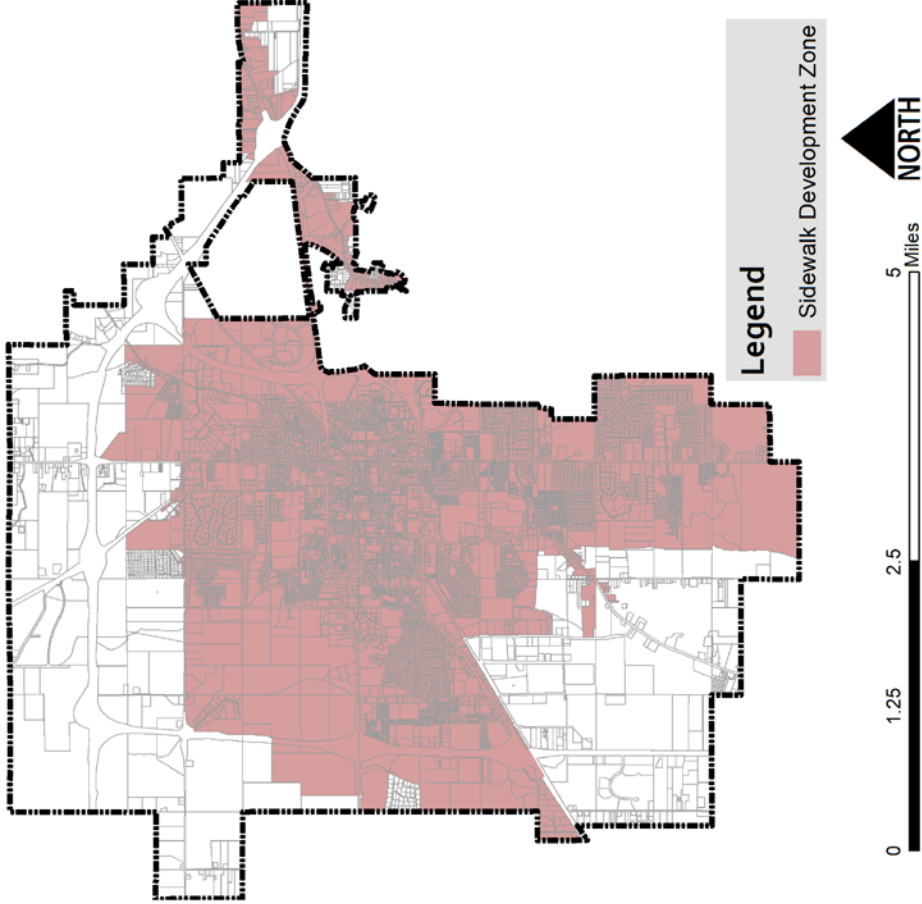
- Whenever cul-de-sac roads are created, at least one (1) pedestrian access easement shall be provided, to the extent practicable, between each cul-de-sac head or road turnaround and the sidewalk system of the closest adjacent road or pedestrian pathway. The access easement shall be direct with a minimum width of the required sidewalk width plus six (6) feet.

- Temporary dead-end streets that are not intended to be opened for twelve (12) or more months shall be provided with a paved turnaround area which shall be designed considering traffic usage, maintenance, and removal. While the road is closed it shall be posted with a sign stating that the road will be extended in the future and open to through traffic.

- The City will not maintain landscaped medians and a private maintenance agreement for the median shall be

Fig 15-3-3

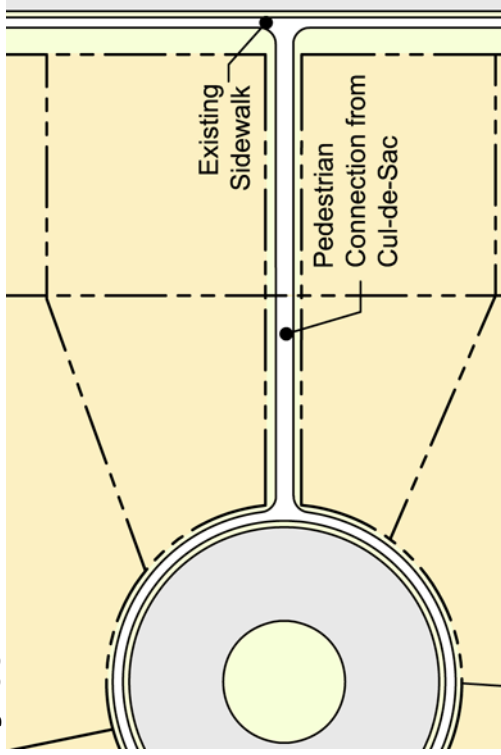
Sidewalk Development Zone Map



3. All new subdivisions shall install sidewalks on both sides of all roadways including those with loop streets, cul-de-sacs, private streets, principal driveways to commercial and multi-family residential developments, and road bridges within the subdivision unless an existing sidewalk meeting City and ADA standards is already in place.
4. If an existing sidewalk exists adjacent to a lot being subdivided and the existing sidewalk adjacent to the subdivision does not meet current City and/or ADA standards, the sidewalk shall be brought to current City and/or ADA standards in conjunction with the subdivision. The City may participate in part of the cost of the sidewalk installation if a sidewalk exists but does not meet current City and/or ADA standards with written request from the Developer and approval by the Board of Alderman.
5. Subdivided lots that are undeveloped shall be required to complete all required sidewalks prior to issuance of a certificate of occupancy for any future development.
6. Subdivided lots that have existing development(s) shall only be required to complete sidewalks on lots that have existing development(s). All required sidewalks on newly developed lots shall either be installed and accepted prior to approval of the final plat by the Board of Aldermen or have a Performance Guarantee Agreement with a time limit and an acceptable surety by City staff.
7. All common areas within a subdivision shall have sidewalks complete prior to final plat.
8. Where the subdivision fronts an existing public street with insufficient right-of-way width to accommodate the installation of a required sidewalk along the frontage, the subdivider shall create additional right-of-way to accommodate the required sidewalk.

9. Pedestrian sidewalks and an accompanying easement width of the proposed sidewalk width plus six (6) feet wide (SW + 6') shall be provided between the ends of cul-de-sacs and the nearest existing or proposed sidewalk, pedestrian path or trail. Such easements shall also be provided through the center of blocks that exceed the maximum block length standards in Section 15.3.2 where necessary to provide convenient pedestrian access within the development, as well as to adjacent transit stops or stations, community facilities and shopping areas. See Figure 15.3-4, Pedestrian Cut-Through at End of Cul-de-Sacs

Fig. 15.3-4



10. Pedestrian access and circulation systems for development shall incorporate the continuation and connection of walkways and/or associated rights-of-way or easements extended or "stubbed out" to the boundary of the development site from existing or approved adjoining developments, and shall provide for the extension of connection of proposed internal walkways

and associated rights-of-way or easements to those boundaries of the development site that adjoin potentially developable or re-developable land.

11. The City Engineer and City Planner may waive or modify the requirements or standards for the extension of a walkway from or to adjoining property upon determining that such extension is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area (e.g. railroads, watercourses, floodplain, wetlands).

I. **General Sidewalk Layout & Design.** Sidewalk and walkway design, materials and construction shall conform to the City of Starkville Standards of Design & Specifications for subdivision.

J. **Sidewalk Exceptions.** Exceptions to the sidewalk requirements, as designated in this article, may be given under the following circumstances:

1. The City Engineer and City Planner determines that public construction that requires sidewalk replacement will take place on the street within one (1) year; and
2. In detached residential dwelling unit subdivisions with a density of less than one (1) dwelling unit per acre.
3. **Fee in lieu of sidewalk construction.** In special circumstances, as determined by the City Engineer and/or City Planner, on any part of a proposed subdivision where sidewalks are unfeasible or impractical to construct, A fee shall be paid prior to issuance of a Certificate of Occupancy or Final Plat to cover the cost of constructing a required sidewalk. The fee shall be equal to installation cost of the sidewalks based on unit prices. The unit prices shall be determined based upon quarterly posted construction bid averages provided by the Mississippi Department of Transportation (MDOT). The unit price used to determine

Section 15. Subdivision Standards

the installation cost shall be reviewed and approved by the City Engineer. All fee in lieu payments shall be deposited into a sidewalk specific account to be used for the sole purpose of design and construction of new sidewalks or the replacement of existing sidewalks in areas of the city where the existing sidewalk system can be extended or completed. In cases of a fee in lieu payment option, it is still the developer's responsibility to provide sidewalks and walkways internal to the site. Right-of-way dedication and all necessary easements shall be dedicated to the City as needed for future pedestrian connectivity.

K. Variance from sidewalk requirements. Any variance from sidewalk requirements in Section 15.3.3 shall follow the procedures and processes of Section 3.7.5.

L. Administrative Adjustments from sidewalk

requirements. Any administrative adjustments from sidewalk requirements in Section 15.3.3 shall follow the procedures and processes of Section 3.6.

M. Bike Lanes, Cycle Tracks, & Trails. Conventional, on-street bike lanes, cycle tracks, or trails may be required by the City Engineer or City Planner if:

1. There are existing bike facilities on the proposed development site;
2. There are existing bike facilities adjacent to the proposed development site; or
3. The bike and pedestrian plan proposes bike facilities in the future on the site of the proposed subdivision.

N. Transit Facilities.

1. Accommodations for a bus or transit stop may be required by the City Engineer or City Planner in a subdivision if:
 - i. The subdivision is along a current transit route, and the proposed subdivision presents an opportunity and need for alternative transportation options.; or

- ii. The future transit plan proposes a bus stop or route in the future near the proposed subdivision.

2. Transit facility design, materials, and construction shall conform with the National Association of City Transportation Officials (NACTO) and Federal Transit Administration Design guidance, along with input from the local transit authority.

O. Residential Direct Access from Higher Classification Streets.

1. For a new subdivision, direct driveway access should be provided from the development's principal origin or destination points and individual lots are not allowed direct access on higher classification streets unless approved by the City Engineer and City Planner. Access to these lots should be accommodated with secondary roadways or alleys. Some of the criteria utilized to make this determination include:

- i. Limited sight visibility due to roadway geometry or right-of-way conditions;
 - ii. Traffic volume of roadways serving the development; or
 - iii. Other conflict points adjacent to or offset from the proposed development.
2. Where this requirement cannot be met, shared or common driveways may be required. All shared or common driveways shall be designed to provide egress in a forward motion.

P. Roadway and Intersection Alignment & Access Location.

1. Streets shall be laid out so as to intersect as nearly as possible at right angles, and no street shall intersect any other street at ninety (90) degrees but no less than seventy-five (75) degrees for two-way streets and between

- sixty (60) degrees and ninety (90) degrees for one-way streets.
- 2. Street jogs with centerline offsets of less than one-hundred and twenty-five (125) feet shall be avoided.
 - 3. New roadways along a street shall line up with existing intersections of the opposite side of the street unless the intersections are separated by a median in the street or shall to the best ability be offset by at least one-hundred and twenty-five (125) feet as measured from the centerline of the street or as determined by staff.
 - 4. New streets and access points to the development shall be located at least one-hundred and twenty-five (125) feet from an intersection of a public or non-city owned roadway as outlined and illustrated in Figure 15.3-5.
 - 5. The minimum spacing between adjacent intersections along collector and arterial streets shall comply with the requirements in the table below.

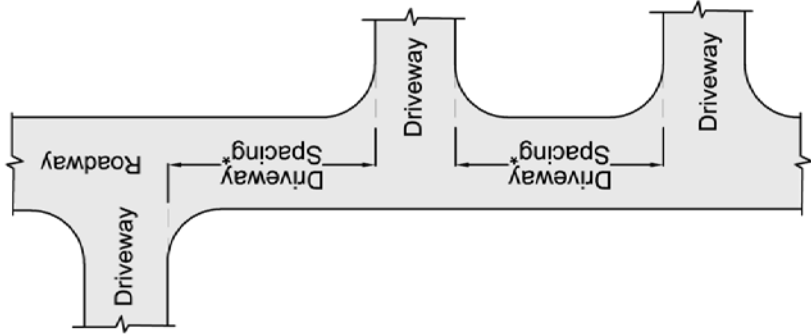
Table 15.3-2: Minimum Intersection Spacing Along Collector & Arterial Streets		
Posted Speed Limit (miles per hour)		Minimum Spacing (feet) ^{1,2}
< 30		185
35		245
40		300
45		350
> 50		425

1. Measured from the near extended edge of the driveway to the near extended edge of the adjacent driveway or roadway (See Figure 15.3-5)

2. Spacing between a pair of adjacent one-way driveways (one in, one out) may be reduced to forty (40) feet if approved by the City Engineer and be compatible with the internal circulation for the development(s) served and wrong-way movements on the driveways are made impossible or extremely difficult to motorists.
- 6. Developments that are intended to be subdivided into multiple parcels, with or without multiple business owners, will be viewed as a single development and will be subject to the requirements of this section as such. Individual parcels within such developments shall not be permitted access unless the access point meets the requirements of this section.
 - 7. The location of access points shall not conflict with vehicle turning movements.
 - 8. Exceptions may be approved if the property would otherwise be landlocked. If an exception is approved, the access will be from the Engineering Department or Building Department.
 - 9. Roadway design, materials, and construction shall conform the City of Starkville Standards of Design and Specifications for subdivisions.

Section 15. Subdivision Standards

Fig 15.3-5



*Measured from near edge to near end of adjacent driveways

3. Planted material shall not interfere with sight distance at the intersection
4. The minimum aisle width shall be maintained for each travel and turning lane.
5. Accommodations shall be made for long term maintenance and upkeep of the landscaped median by the Homeowners Association and set out in the covenants for the subdivision.

Q. Medians in Roadway Entrances. Medians may be required by City Staff or requested by the subdivider within subdivision entrance drives. All medians shall comply with the following:

1. The median shall be surrounded by valley or "roll" curbing;
2. Signage in the median shall conform with the sign requirements for that zoning district and not interfere with sight distance at the intersection

15.4. New Streets

15.4.1. General Provisions. This Article describes guidelines for the construction of new streets throughout the City and is intended to provide a catalog of pre-approved street types that are appropriate to use. The City has approved a separate Standards of Design & Specifications which provides further details.

A. Intent.

1. The intent of the new streets regulations is to provide a palette of street typologies and design elements that reflect the character of different areas within the City.
2. The new street regulations provide adequate travel lanes for vehicles, cyclists, and pedestrians.
3. Administrative adjustments approved by the City Planner pursuant to Section 3.6. may be appropriate when an existing building would impede roadway expansion; when transitioning from a different street section; or where strict compliance with this Unified Development Code and City of Starkville Standards of Design & Specifications would pose a safety hazard.

4. Gated public streets shall not be permitted.

B. Applicability.

1. When a preliminary plat, final plat, or site plan proposes the construction of a new street the requirements of this Article apply.
2. Sidewalks, streets, and street trees must be installed and constructed in accordance with this Article.
3. Existing streets may remain serving existing development in their current configuration; however, they shall not be extended or substantially rebuilt except in conformance with this Article (see also Section 15.5. Existing Streets).

C. Roadway Typical Sections & Pavement.

See Sec. 15.4.2. for roadway cross-section elements and dimensions based on roadway classification type.

Roadway pavement design, materials, and construction shall conform to the City of Starkville Standards of Design & Specifications.

The Standards of Design & Specifications for subdivisions for the City of Starkville categorizes city streets according to the pavements intended purpose and expected traffic volume.

The Roadway pavement section structure number shall be in accordance with the City of Starkville Standards of Design & Specifications.

Minimum pavement thicknesses are presented in the tables for asphalt pavement sections for each of the city traffic level categories and commercial developments. The minimum pavement thicknesses are valid for typical soil conditions in the Starkville area (i.e. CBR = 5, K = 150 pci).

Typical curb and gutter sections are illustrated in the City of Starkville Standards of Design & Specifications.

Typical asphalt pavement sections are illustrated the City of Starkville Standards of Design & Specifications.

All pavement thicknesses shall be verified for actual expected traffic volumes and loadings using appropriate design parameters for subgrade soils and pavement structure materials. Pavement sections for heavy traffic streets shall be designed according to anticipated heavy truck volumes to insure adequate structural capacity.

Concrete pavements will be considered on a case-by-case basis upon written request to the City Engineer.

Private streets and principal driveways for commercial developments shall be built to the same standards as required for public streets.

Section 15. Subdivision Standards

- D. Roadway Construction, Maintenance & Dedication.**
1. The construction and maintenance of all streets shall be in accordance with the City of Starkville Standards of Design & Specifications.
 2. The dedication of all streets shall be in accordance with Section 3.12 Subdivisions Procedure – Minor and Major.
- E. Roadway Right-of-Way Widths.**
1. Street right-of-way widths shall be in accordance with the City of Starkville Standards of Design & Specifications.
 2. The entire right-of-way shall be provided where any part of the development is on both sides of the existing street.
 3. When the development is located on only one side of the existing street, one-half (0.5) of the required width of the right-of-way, measured from the centerline of the existing roadway, shall be provided. If the development provides improvements to the existing roadway that shifts the centerline of the roadway, then the one-half (0.5) of the required width of the right-of-way shall be measured from the new centerline of the roadway.
 4. When required by the City Engineer, additional right-of-way shall be required to accommodate future roadway improvements.
- F. Half Streets.** The City Engineer may allow the construction of half streets on Minor Collector and Local Streets when only one side of a street right-of-way is available. A minimum of twenty-two (22) feet of pavement must be provided on any half street. In such cases the property owner is responsible for right-of-way dedication and construction of the half of the new street section that is adjacent to their property. Typically, these partial street sections will be built to permanent street standards including all curb and gutter, drainage, sidewalks and other elements as called for in the typical section for that

street classification. The additional dedication of street easements may be required by the City Engineer in these cases.

G. Medians.

1. The general criteria for medians are specified in the City of Starkville Standards of Design & Specification. Medians are required on all Arterial and Major Collector Streets. Raised medians are preferred, but depressed or painted medians may be allowed on a case-by-case basis. Other medians may be required by the City Engineer for specific circumstances to control traffic. Medians requested by developers may be approved as long as additional rights-of-way are dedicated and all maintenance shall be done by viable private parties. The minimum width of any raised median shall be four (4) feet wide, from face-of-curb to face-of-curb.
2. If medians are included, they shall be placed in the public right-of-way, and they must meet the following standards for design:
 - i. **No obstruction.** The medians may not obstruct the design vehicle turns.
 - ii. **Visibility.** The medians must be placed such that the required visibility in the intersection is not obstructed.
 - iii. **Undiminished Use.** Medians must be placed so they do not diminish the intersection use except where designing a right-in/right-out intersection.
 - iv. **Alignment.** Lanes on one side of the intersection must align with the correct lanes on the opposite side of the intersection.
 - v. **Median Maintenance.** Most medians will be maintained by parties other than the City. The maintenance responsibility must be defined on the Final Plat or Development Agreement. The City will maintain selected

medians, primarily along State highways, based on agreements with MDOT.

- vi. **Public Use.** The City may use these islands for street signing and may choose to remove the medians if it is deemed necessary by the City Engineer.

- 3. **Additional Right-of-Way.** The Developer shall dedicate all additional right-of-way necessary to include these medians.

- 4. **Compliance with these Standards.** The median design must comply with all applicable median criteria in the City of Starkville Standards of Design & Specifications and the streetscape standards of the City.

H. On-Street Parking.

- 1. This Article defines the parking criteria for on-street parking, including downtown parking, parking on cul-de-sacs and other special areas. Parking may be allowed on Local and Minor Collector streets at the discretion of the City Engineer. Parking shall not be allowed on Major Collector or Arterial streets.

- 2. Parallel parking is permitted on certain streets as approved by the City Engineer.

- 3. For all streets in which parking is limited or not allowed, "No Parking" street signs may be required as part of the street design.

- 4. Diagonal parking shall not be allowed on City public streets and shall not be allowed to utilize the public street for maneuvering. The City Engineer must approve any on-street parking areas that are not designed as parallel parking. All areas approved for diagonal parking shall be designed at an angle of thirty (30), forty-five (45), or sixty (60) degrees, as approved by the City Engineer.

- 5. Where on-street parking is provided on the block perimeter and the parking is marked or metered, a

minimum number of handicap accessible parking spaces must be accessible and shall comply with the Public Rights-of-Way Accessibility Guidelines and all ADA regulations.

- 6. Parking inset from the curb line may be allowed by the City subject to the approval of the City Engineer. In these cases, additional right-of-way may be required to provide the roadside features shown on the typical cross-sections.

- 7. Parking in a cul-de-sac is typically prohibited in order to allow adequate room for emergency and service vehicles to maneuver. If parking is proposed in the cul-de-sac, a plan shall be submitted to the City Engineer demonstrating that parked vehicles will not impede movements to be made by emergency and service vehicles. When on-street parking is allowed, the minimum cul-de-sac dimensions shown in the Standard Drawings, included in the City of Starkville Standards of Design & Specifications, shall normally be increased by a minimum of eight (8) feet.

- 8. A vehicular parking space within the right-of-way shall be designed with a minimum clearance of six (6) feet offset from the edge of a driveway.

- 9. A vehicular parking space within the right-of-way shall be designed with a minimum clearance of thirty (30) feet from the nearest edge of the intersection. The designer shall establish the minimum clearance by reviewing sight distance requirements in the AASHTO Policy on Geometric Design of Highways and Streets.

- 10. Special consideration shall be given to mailbox locations near on-street parking such that parked vehicles do not interfere with mail delivery.

I. Alleys.

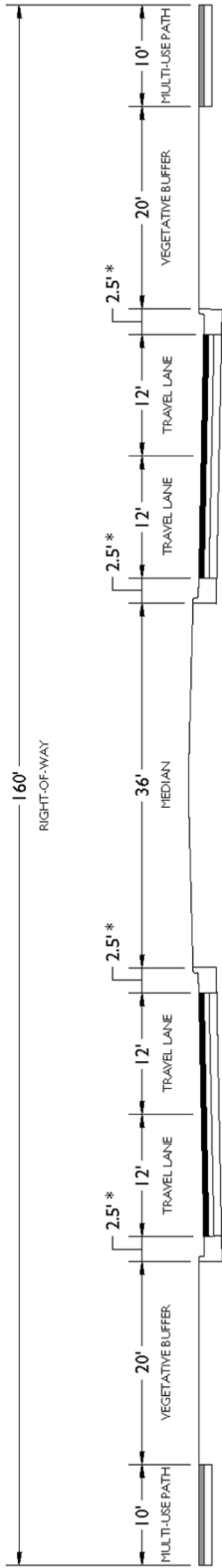
Section 15. Subdivision Standards

- | | | | |
|----|--|----|---|
| 1. | Alleys may be provided in commercial or industrial subdivisions. | 6. | When alleys are used for utility placement and services, additional easements or construction standards may be required. |
| 2. | The right-of-way width of an alley in commercial and industrial areas shall be a minimum of twenty-five (25) feet. | J. | Traffic Calming. Street layout will be designed in such a way as to keep travel speeds at a minimum. Developers are encouraged to use traffic calming measures such as, but not limited to, curvilinear alignments, islands, medians, round-a-bouts, etc.to ensure that speeds are kept to a minimum. Traffic calming measures may be required by Staff. |
| 3. | Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be cut off sufficiently to permit safe vehicular movement and sight distance. | K. | Letter of Acceptance Required. Sidewalks, streets, and all other improvements as shown on the approved infrastructure plans must be installed prior to the issuance of a letter of final acceptance. |
| 4. | Dead-end alleys shall be avoided where possible, but if unavoidable, shall be less than three hundred (300) feet in length and shall be provided with a turnaround having an outside roadway diameter of at least eighty (80) feet and a right-of-way diameter of at least one hundred (100) feet. The City Engineer may require a larger turnaround when it is determined necessary to provide adequate turnaround space. | L. | Tree Planting. |
| 5. | Alleys may be provided in residential areas but the ownership and maintenance responsibility shall be of the Homeowners Association, and the City shall not accept future ownership or maintenance. | 1. | Unless otherwise noted below, all trees planted in accordance with this Article must be canopy trees. |
| | | 2. | Where the planting of a canopy tree will create a conflict with overhead utilities, a small tree may be planted in place of the canopy tree. Tree species shall be approved by the City Planner. |
| | | 3. | All required street trees must meet the requirements of Section 14- Development Standards |

15.4.2. Street Types.

A. Arterial

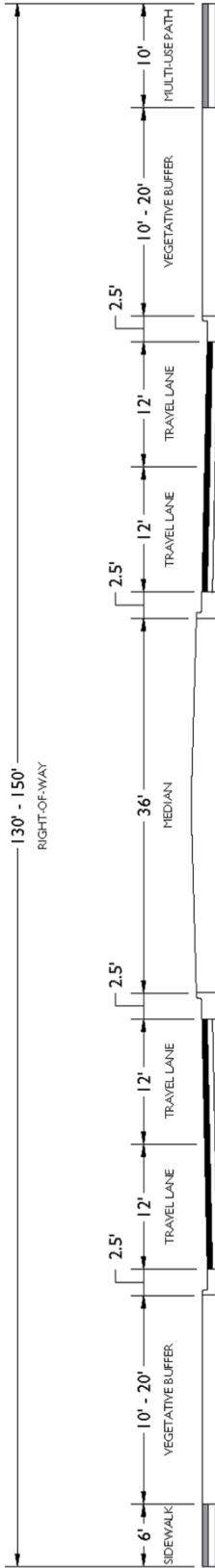
1. Parkway, 4-Lane, Divided



N.T.S.

- * CURB & GUTTER OPTIONAL FOR ARTERIAL PARKWAY
- ** BIKE LANES OPTIONAL AND MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

2. Boulevard, 4-Lane, Divided



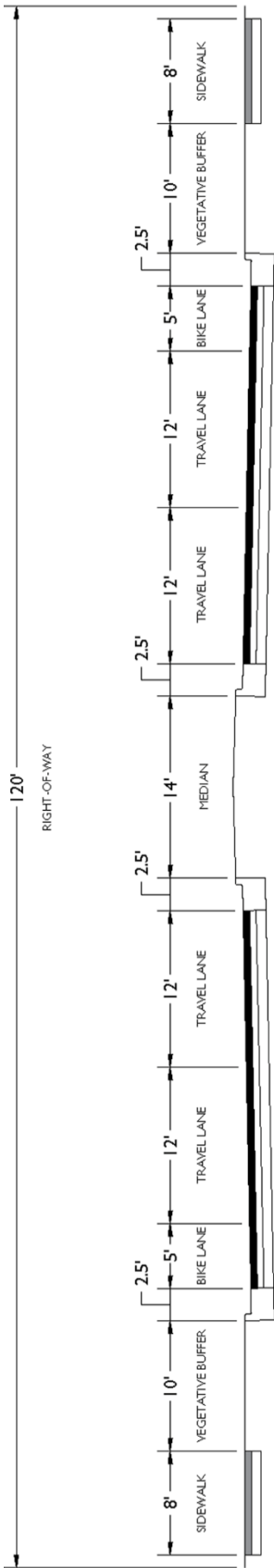
N.T.S.

- * BIKE LANES OPTIONAL AND MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

Section 15. Subdivision Standards

B. Major Collector

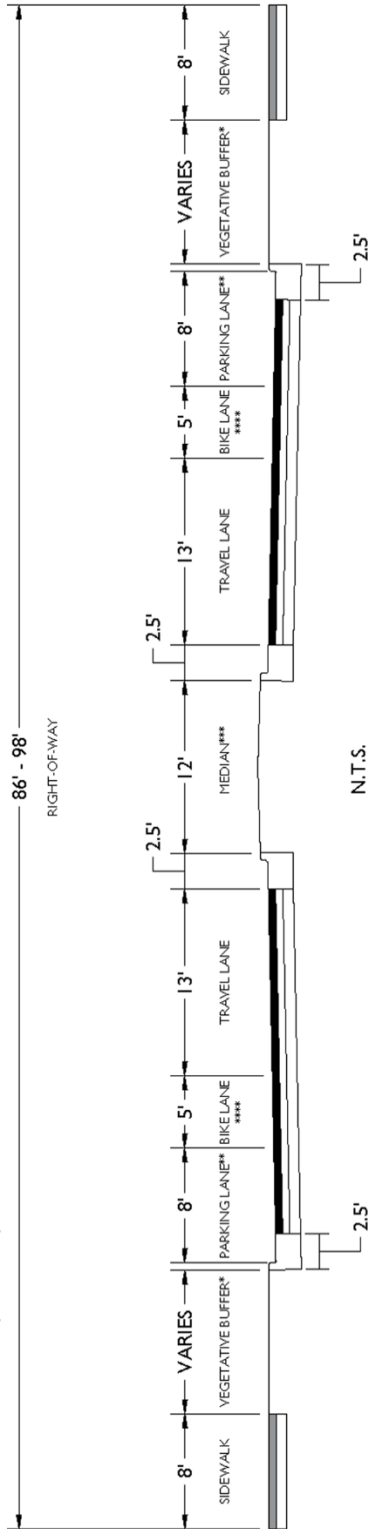
1. Boulevard, 4-Lane, Divided



* BIKE LANES REQUIRED

N.T.S.

2. Avenue, 2-Lane, Divided



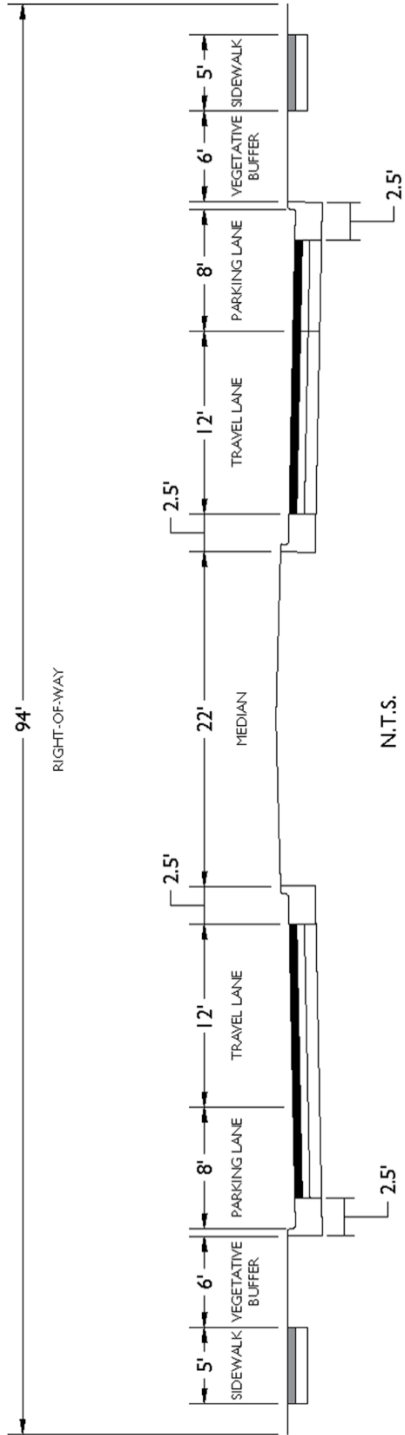
* MAY BE REQUIRED BASED ON ZONING AND LAND USE CONTEXT.

** PARKING IS OPTIONAL BUT MAY BE REQUIRED IN FORM BASED CODE DISTRICTS OR OTHER AREAS AS DETERMINED BY STAFF. PARKING TO BE 8' WIDE.

*** MAY NOT BE REQUIRED BASED ON ZONING AND LAND USE CONTEXT.

**** BIKE LANES OPTIONAL

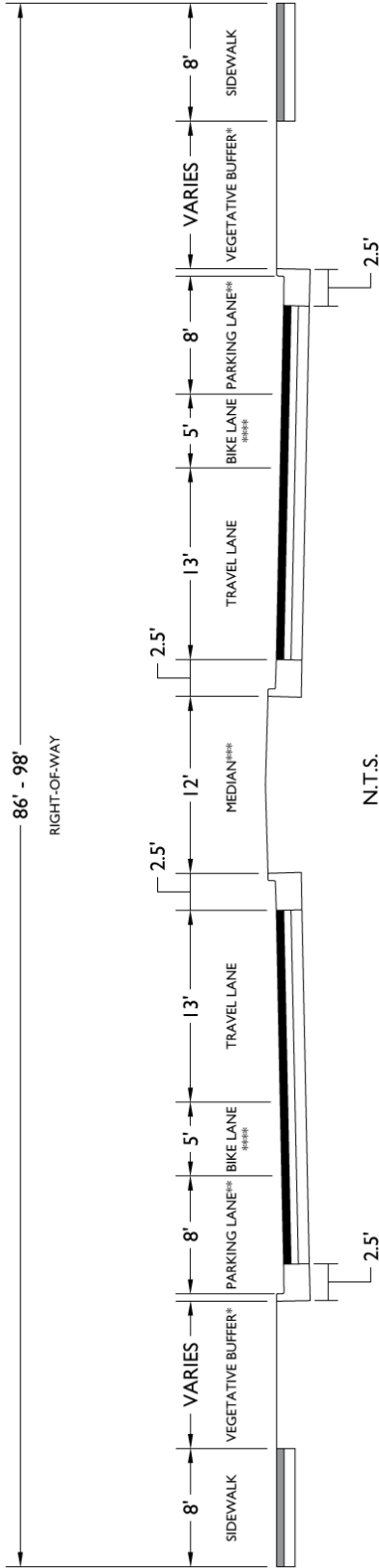
3. Avenue Traditional, 2-Lane, Divided, Parallel Parking



Section 15. Subdivision Standards

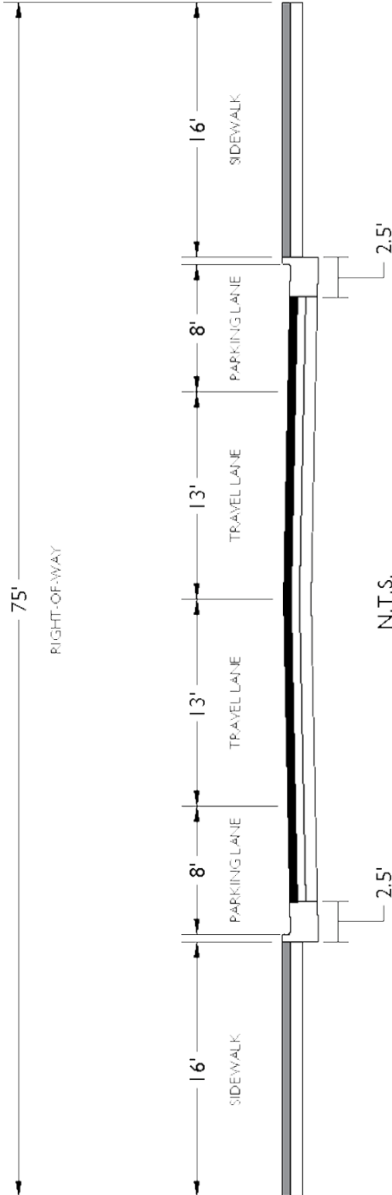
C. Minor Collector

1. Avenue, 2-Lane, Divided, Parking Optional



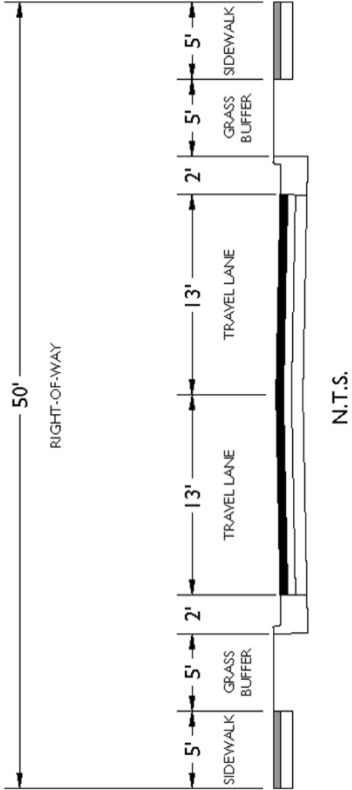
* MAY BE REQUIRED BASED ON ZONING AND LAND USE CONTEXT.
** PARKING IS OPTIONAL BUT MAY BE REQUIRED IN FORM BASED CODE DISTRICTS OR OTHER AREAS AS DETERMINED BY STAFF. PARKING TO BE 8' WIDE.
*** MAY NOT BE REQUIRED BASED ON ZONING AND LAND USE CONTEXT.
**** BIKE LANES OPTIONAL

2. Main, 2-Lane, Undivided, Parallel Parking



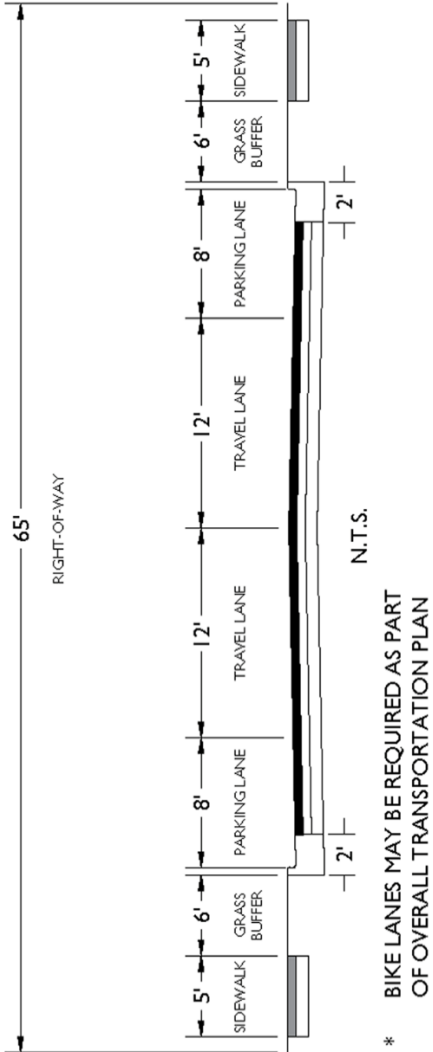
* BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

3. Local, 2-Lane, Undivided



* BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

4. Local Traditional, 2-Lane, Undivided, Parallel Parking

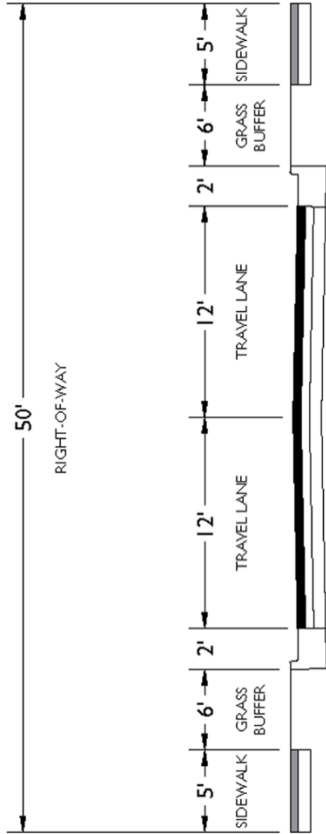


* BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

Section 15. Subdivision Standards

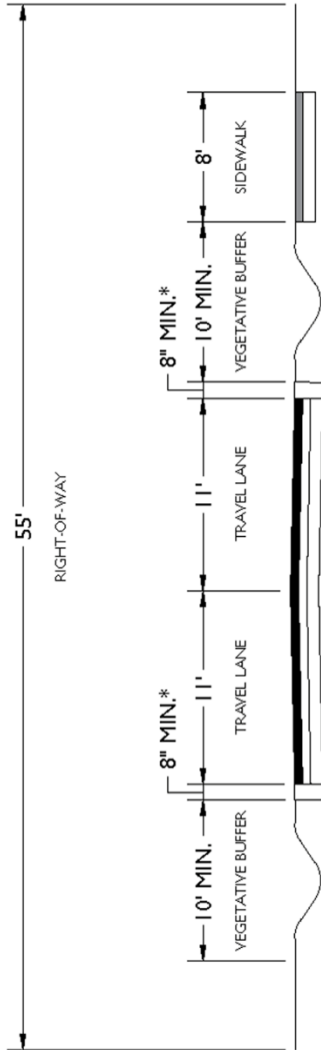
D. Local

1. Dead End, 2-Lane



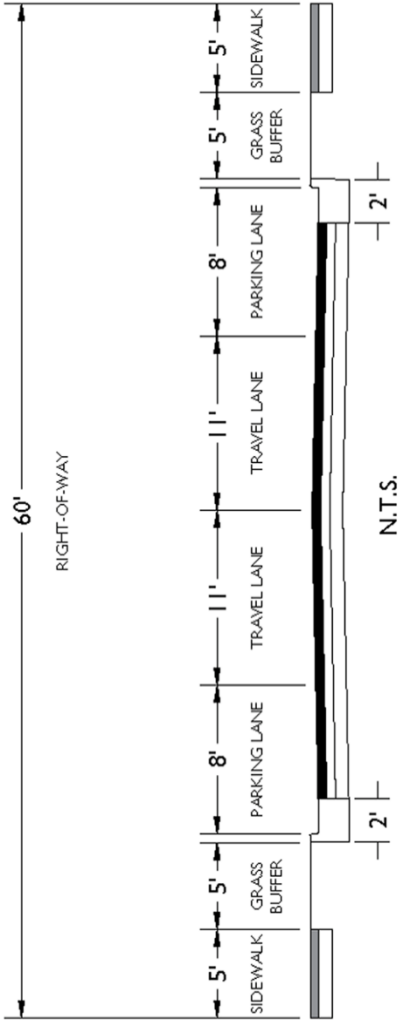
N.T.S.
* BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

2. Sensitive, 2-Lane



N.T.S.
* 8" MINIMUM RIBBON CURB REQUIRED.
** BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

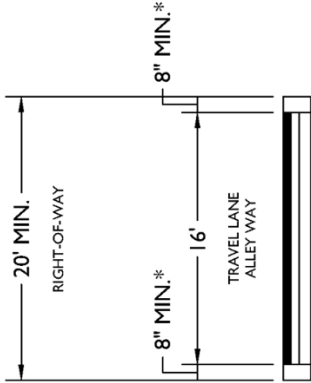
3. Traditional, 2-Lane, Parallel Parking



* BIKE LANES MAY BE REQUIRED AS PART OF OVERALL TRANSPORTATION PLAN

E. Other

1. One-Way Alley, Parking Optional



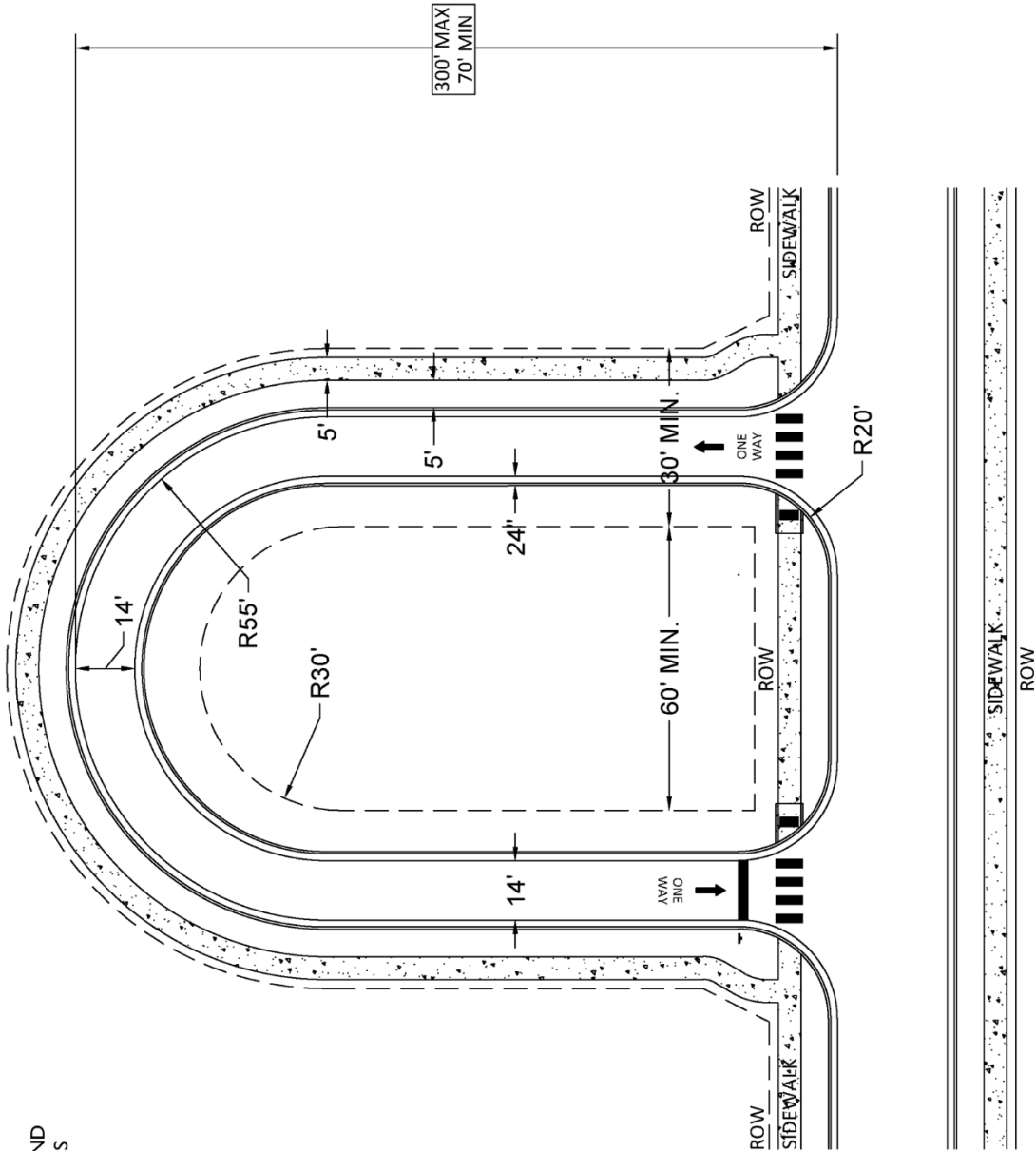
- * 8" MINIMUM RIBBON CURB REQUIRED.
- ** PARKING IS OPTIONAL BUT MAY BE REQUIRED IN FORM BASED CODE DISTRICTS OR OTHER AREAS AS DETERMINED BY STAFF. PARKING TO BE 8' WIDE, AND WILL REQUIRE AN INCREASE IN THE MINIMUM 20' RIGHT-OF-WAY.

2. Cul-de-Sac, 2-Lane



3. Close / Eyebrow, One-Way, Without Parking

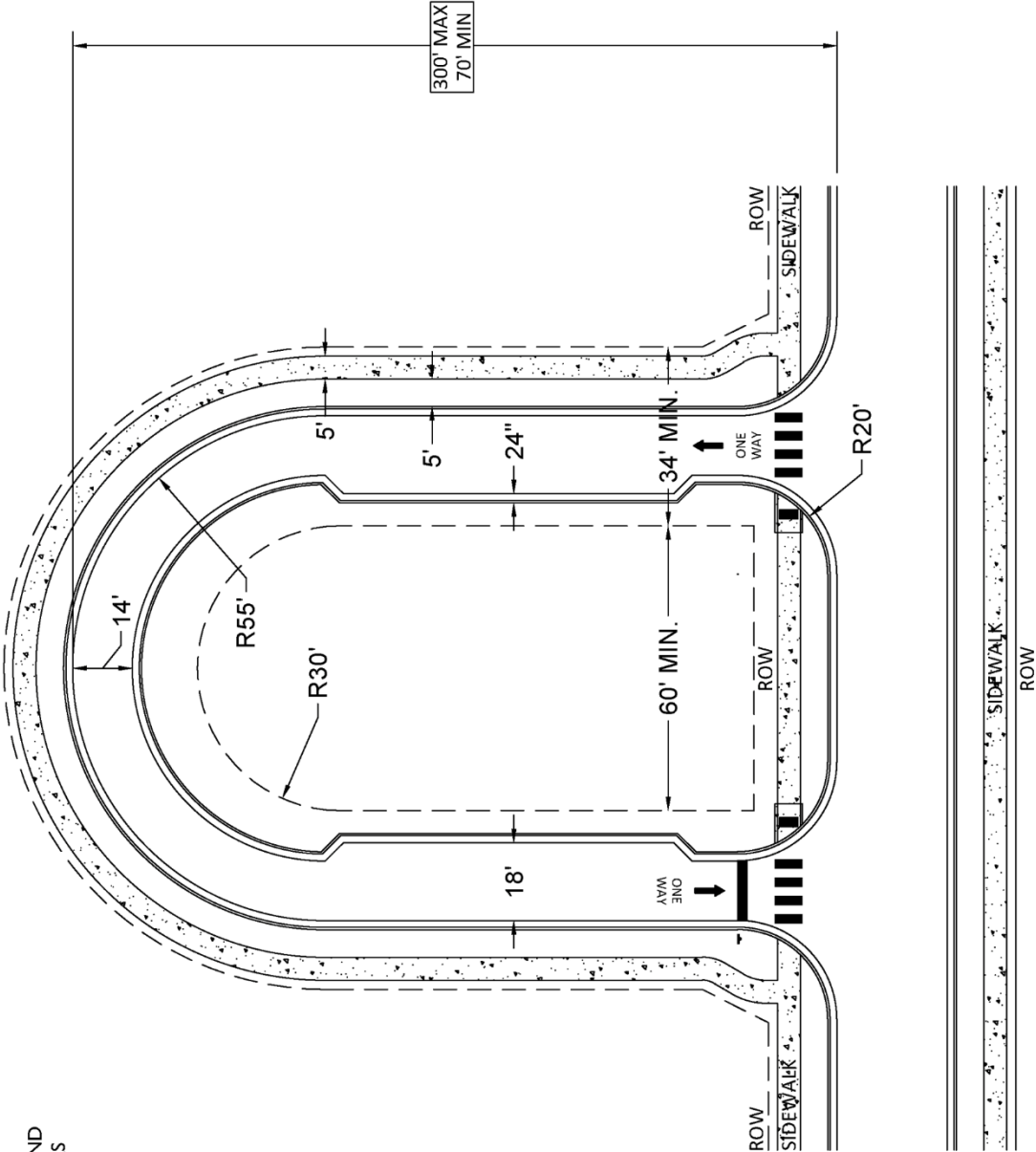
* THE MEDIAN SHALL BE LANDSCAPED AND SHALL BE MAINTAINED BY THE OWNERS ASSOCIATION.



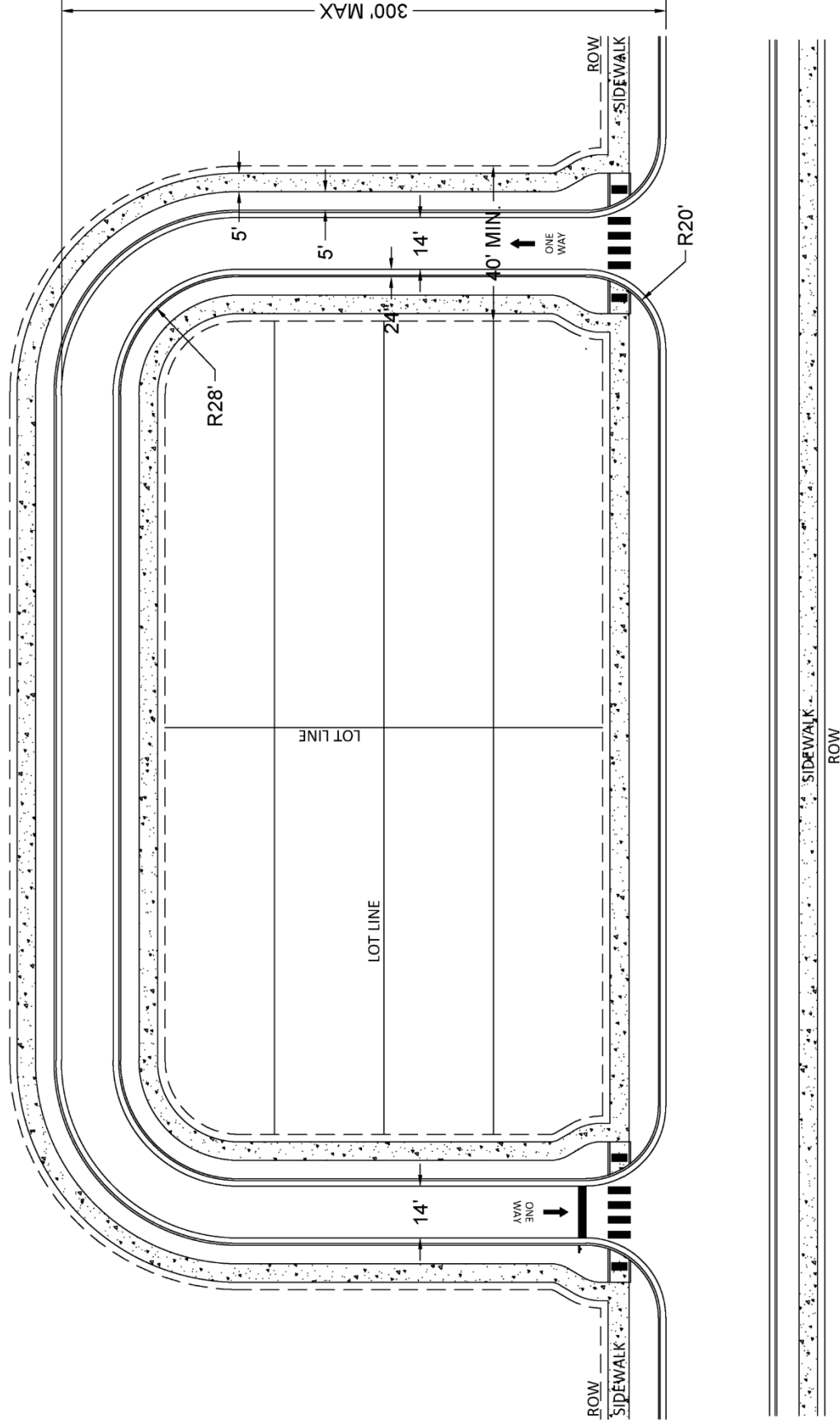
Section 15. Subdivision Standards

4. Close / Eyebrow, One-Way, With Parking

* THE MEDIAN SHALL BE LANDSCAPED AND SHALL BE MAINTAINED BY THE OWNERS ASSOCIATION.



5. Loop Dead End, One-Way, Parking Optional



Section 15. Subdivision Standards

15.5. Existing Streets

15.5.1. General Provisions. Improvements may be required on existing streets based on any City improvements plans or the findings of a traffic impact study.

15.5.2. Existing Private Streets.

A. General.

1. No new private streets are allowed.
2. All existing private streets and alleys must remain under maintenance of the homeowner's association and must be maintained to the equivalent of public street standards.
3. Private streets and alleys shall not be dedicated to the public and shall not be publicly maintained.
4. Private streets and alleys that are not maintained shall be considered a nuisance and subject to a code violation.

B. Homeowner's Association. In no case shall the City be responsible for failing to provide any emergency or regular fire, police, or other public service when such failure is due to lack of access to such areas due to inadequate design or construction, locking of access routes, inadequate maintenance, or any other factor within the control of the developer, homeowner's association, or occupants.

C. Locked Gate Access.

1. Any private street in existence or approved prior to the adoption of the Unified Development Code may be considered for gate access.
2. All private streets and drives with access limited by locked gates or similar devices must provide a pass-key and lock-box of a type, at a location, and installed in a manner, as may be required by the City Fire Department and Police Department for the provision of emergency access.
3. The owner, including any homeowners' association, shall maintain the lock-box, gate and gate lock in a working

order so as to ensure accessibility by emergency personnel and vehicles.

4. The City and other applicable governmental entities and their respective emergency personnel shall be granted in writing the right, without liability, to break the locked gate or such similar device when emergency personnel reasonably believe that doing so is necessary to save life, prevent serious bodily harm, put out a fire, to prevent a crime or to apprehend an apparent lawbreaker, or to avert or control a public catastrophe.
5. Gates shall be setback a distance as determined by the City Engineer from the right-of-way to prevent vehicles from protruding into any public street.

15.6. Utilities

15.6.1. Water Supply.

A. Within City Limits.

1. When a subdivision is located within the corporate limits of the City, the sub-divider shall coordinate with the City Utility Department to connect to the existing water distribution system. The subdivider shall install all water lines in accordance with this Unified Development Code, Latest edition of the Utility Standards as established by the City Utility Department, and the latest edition of *Recommended Minimum Design Criteria for Mississippi Public Water Systems*. The subdivider must install services to every lot within the subdivision prior to final acceptance.

2. All infrastructure improvements, and their easements, shall be deeded to the City upon acceptance by the Board of Alderman.

B. Outside City Limits.

1. Subdivisions located outside the corporate limits of the City, but within the service area of City Utility Department, must install the water distribution system in accordance with this Unified Development Code, Latest edition of the Utility Standards as established by the City Utility Department, and the latest edition of *Recommended Minimum Design Criteria for Mississippi Public Water Systems*. The subdivider must install services to every lot within the subdivision prior to final acceptance.

2. Subdivisions located outside the corporate limits of the City, but situated within one mile of existing service area, and not within another Public Service Area, must first be approved after review by the Developmental Review Committee, and secondly be provided with a Letter of Intent from the City Utility Department. All infrastructure

improvements must be installed according to this Unified Development Code, Latest edition of the Utility Standards as established by the City Utility Department, and the latest edition of *Recommended Minimum Design Criteria for Mississippi Public Water Systems*. The subdivider must install services to every lot within the subdivision prior to final acceptance.

3. All infrastructure improvements, and their easements, shall be deeded to the City upon acceptance by the Board of Alderman.

15.6.2. Sewage Disposal.

A. Within City Limits

1. When a subdivision is located within the corporate limits of the City, the subdivider shall coordinate with the City Utility Department to connect to the existing sewer collection system. The subdivider shall install all sewer lines, in accordance with this Unified Development Code, Latest edition of the Utility Standards as established by the City Utility Department, *Recommended Minimum Design Criteria for Mississippi Public Water Systems* latest edition, and the *Mississippi Department of Environmental Quality Guidance for the Design of Publicly Owned Wastewater Facilities* latest edition. The subdivider must install services to every lot within the subdivision prior to final acceptance.

2. All infrastructure improvements, and their easements, shall be deeded to the City upon acceptance by the Board of Alderman.

B. Outside City Limits

1. Subdivisions located outside the corporate limits of the City, but within the service area of City Utility Department, must install the sewer collection system in accordance with this Unified Development Code, Latest edition of the

Section 15. Subdivision Standards

Utility Standards as established by the City Utility Department, *Recommended Minimum Design Criteria for Mississippi Public Water Systems* latest edition, and the *Mississippi Department of Environmental Quality Guidance for the Design of Publicly Owned Wastewater Facilities* latest edition. The subdivision must install services to every lot within the subdivision prior to final acceptance.

2. Subdivisions located outside the corporate limits of the City, but situated within one mile of existing service area, and not within another Public Service Area, must first be approved after review by the Developmental Review Committee, and secondly be provided with a Letter of Intent from the City Utility Department. All infrastructure improvements must be installed in accordance with this Unified Development Code, Latest edition of the Utility Standards as established by the City Utility Department, *Recommended Minimum Design Criteria for Mississippi Public Water Systems* latest edition, and the *Mississippi Department of Environmental Quality Guidance for the Design of Publicly Owned Wastewater Facilities* latest edition. The subdivision must install services to every lot within the subdivision prior to final acceptance.
3. All infrastructure improvements, and their easements, shall be deeded to the City upon acceptance by the Board of Alderman.

15.6.3. Public Water and Sewer Service Connections.

- A. In a subdivision, the subdivision shall extend water and sewer connections to the property line of each lot. Each service connection shall be marked, protected, and accessible before final acceptance of the plat.
- B. Water service extensions shall be made in accordance with this Unified Development Code, Latest edition of the Utility Standards as established by the City Utility

Department, and the latest edition of *Recommended Minimum Design Criteria for Mississippi Public Water Systems*.

- C. Sewer service extensions shall be made in accordance with this Unified Development Code, Latest edition of the Utility Standards as established by the City Utility Department, *Recommended Minimum Design Criteria for Mississippi Public Water Systems* latest edition, and the *Mississippi Department of Environmental Quality Guidance for the Design of Publicly Owned Wastewater Facilities* latest edition.

15.6.4. Electrical Underground Utilities.

- A. **Extension of Utility Systems.** Electrical service shall be extended by the subdivider to each lot within a subdivision.
- B. **Primary Services.** All new primary electrical lines installed to serve a project shall be placed underground within the entire subdivision to serve each parcel or building, without expense to the City.
- C. **Secondary Services.**
 1. Within the subdivision, all new secondary utilities installed to serve the project shall be placed underground without expense to the City.
 2. Secondary utilities shall be underground from the point they enter the site and shall include but not be limited to pad mounted transformers and secondary electrical into the meter base.
 3. Underground secondary electrical services shall originate from a pad mounted electrical transformer. Pad-mounted transformers shall not be located in the public right-of-way, but shall fall within the City easement dedicated at the time of final plat.

D. Street Lights

1. When installing underground electrical service, underground terminal facilities for street lighting shall be installed along public streets. All street light designs must follow the Standards for Roadway Illumination as established by the Illuminating Engineering Society of North America.
2. The average maintained foot candle level for new subdivisions shall be in accordance with the latest edition of the *RP-8 Standard of Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting* as defined by the Illuminating Engineering Society of North America.
3. The City will not take responsibility for any street lighting system until it meets the above standards.

Section 15. Subdivision Standards

15.7. Surface Water Drainage

15.7.1. Connection to Sanitary Sewer Prohibited. No surface water drainage shall empty into a sanitary sewer.

15.7.2. Stormwater Drainage Systems.

A. The design of stormwater drainage systems shall insure adequate control of stormwater runoff through the use of properly sized and positioned drainage structures including, but not limited to: curb and gutter, curb and open-throat inlets, storm drains, box culverts, open channels and bridges.

B. Drainage facilities shall be designed to prevent excessive runoff onto adjacent properties and to reduce long term maintenance by the City or property owner.

C. Stormwater drainage systems shall include headwalls, inlets, junction boxes, rip rap and other appurtenances generally recognized as necessary for the proper functioning of the system.

D. Design, materials, and construction shall conform to the *City of Starkville Standards of Design & Specifications* for subdivisions.

15.7.3. Piping of Watercourses.

A. This section applies to all storm drainage piping of watercourses except crossing public or private streets.

B. The City encourages retaining stormwater onsite through rainwater harvesting, infiltration, and/or evaporation and through preserving natural drainage features. All natural watercourses shall remain open and unaltered unless piping, enclosing or altering is requested and justified by the developer or required by the City Planner, but then only when the following conditions are met:

1. The developer must do all grading and provide all structures necessary to properly connect to the existing storm drainage system;

2. All design and construction must be to City standards; and
3. Pipes, drains, catch basins, and open channels must be designed in accordance with the City of Starkville Standards of Design & Specifications.

16.8. Erosion Control

16.8.1. Scope.

- A. Construction sites, land disturbance, and earthwork loosen soil and remove vegetation. This loosened soil is easily transported downstream during rain events and contributes to the degradation of land surfaces, water quality in streams and lakes, and air quality. This degradation often manifests in the form of erosion, siltation, dusty conditions, clogged storm sewers, polluted waterways, increased runoff and localized flooding. Degradation and the subsequent damage increase maintenance costs for roadways, storm sewers, and other infrastructure. It is the intent of this ordinance to protect the health and safety of residents and to protect adjoining or nearby property in the city including land, streams, hills, and vegetation through the oversight of land disturbance activities.

- B. The regulations set forth in this article shall apply to all real property within the city limits now and in the future. This article shall be a minimum standard.

16.8.2.

A. Applicability & Exemptions.

- Applicability. It shall be unlawful for any entity to clear, clear cut, grade, level, excavate or fill in the process of construction or as a preliminary to construction or development (hereinafter *land disturbance*), perform land disturbance activities on any property within the city limits without having first obtained a Land Disturbance Permit (LDP) from the City of Starkville Building Department that is greater than one-thousand (1000) square feet or which requires a building permit, whichever is smaller. However, no LDP shall be issued for the following:

1. Any property for which a preliminary subdivision plat is required, as determined by the city engineer, which has not been approved by the Planning and Zoning Commission and the Mayor and Board of Aldermen.
2. Any property for which a site plan approval is required, as determined by the building official, which has not been approved by the Planning and Zoning Commission.

- B. Exemptions. The following development activities are exempted from this article. However, exempt activities shall still include construction entrances where entering a public roadway, and must prevent pollution to adjacent property owners and water courses, natural or manmade. Repairs and/or construction deemed emergency in nature as defined by the City Engineer or City Planner;
1. Any logging, timber harvesting, or agricultural activity;
 2. Public utility repairs;
 3. Ditch or channel cleaning;
 4. Drainage maintenance for any conveyance systems, natural or manmade.

16.8.3. Submission of Land disturbance permits.

A. Permits Required.

1. For all land disturbance activities greater than one-thousand (1000) square feet or which requires a building permit (whichever is smaller), an LDP must be secured from the City of Starkville Building Department prior to starting any *land disturbance* activities after the site plan has been approved. This provision shall not apply to single lot residential detached dwellings.

2. For all new subdivision developments, an LDP must be secured from the City of Starkville Building Department prior to starting any *land disturbance* activities after the infrastructure plans have been approved.

3. For all residential detached dwelling construction, an LDP must be secured from the City of Starkville Building Department prior to starting any *land disturbance* activities after the building plans have been approved.

4. No permit shall be issued for any land disturbance activities until the LDP has been reviewed and approved by the Engineering or Community Development Departments.

- B. Required Information: The LDP applications shall contain the following information:

1. The total lot area or property boundary area with corresponding dimensions;
2. All plans to scale, no more than one (1) inch equals one

- hundred (100) feet,
Intended use of the property;
The name and location of the project;
The name, address and telephone number of the owner,
owner's agent or lessee of the property;
The specific BMP's proposed;
The name, address, and telephone number of the entity
performing such work;
The total land disturbance area;
General description of work to be performed.
SWPPP for all projects whose property boundary is one
acre or greater
QCP information (name, address, telephone number,
description of qualifications) for all non-single dwelling
unit residential land disturbance projects.

C.

1.

After a full LDP application has been submitted, the Building Department will issue a CMP which will specify the initial control devices. This will allow the applicant to install silt fencing around the property boundary, install any required construction entrances, and provide appropriate protection for any existing storm water structures or natural conveyance systems.

2.

No other land disturbance activities, including clearing, grading, grubbing, or other land clearing activities, shall be performed until an inspection from city staff has been made of these items.

3.

Once all initial control devices have been installed in accordance with the CMP, the contractor shall request a CMP inspection.

D.

1.

The contractor and inspector will meet on site to review the initial control devices, as designated in the CMP. Upon a satisfactory inspection from city staff and the subsequent approval of the LDP, the applicant may begin land disturbance activities on the site

2.

No permit will be issued for any property, contractor, or owner on which indebtedness to the city exists.

3.

The fee for issuance of permits shall be set by the latest fee schedule.

4.

For sites requiring a stormwater permit from the Mississippi Department of Environmental Quality (MDEQ), a copy of such approved permit shall also be submitted as part of the application for the permit.

5.

Any land disturbance to be performed within any 100-year floodplain area shall also be identified on maps or plats showing the existing elevations of the property, 100-year floodplain and floodway areas, and location and elevation of proposed fill material.

6.

No permit shall be required in an emergency situation to repair or restore utility service.

7.

During and throughout construction, any party that has obtained an LDP shall be subject to ongoing erosion control inspections. The city may at any time request additional or replacement BMP's and/or erosion control measures for any measures that seem inadequate or non-functional.

16.8.4.

Design and Implementation of Erosion Control Plan. All erosion and sediment control practices as well as water crossings for both design and implementation shall meet the design criteria set forth in the most recent versions of the MDEQ Handbook for EC and the Field Manual. The erosion control plan shall be designed and certified by a QCP, as defined in the definitions portion of this ordinance, for all non-single dwelling unit residential lot construction projects.

A.

General Design.

The erosion control plan shall require, and the entity shall install, specific erosion control plans which shall be maintained in proper working condition for so long as work is being conducted on the property or for so long as an active permit of any nature is issued for the project. Erosion control devices required by the LDP may include, but are not limited to, silt fences, hay bales, retention ponds, sedimentation ponds, mulch, sod, rip-rap, vegetation barriers, washing stations and any other measures outlined in the Design Guide for EC or Field
- 16-11

Manual that will adequately prevent sediment from being eroded onto adjoining property or into manufactured or natural stormwater conveyances systems.

B. Clearing and grading.

1. Clearing and grading of natural resources, such as wetlands, waterways, and watercourses, shall not be permitted, except when in compliance with all other chapters of this Code and any and all federal, state and local regulations.
2. Clearing techniques that retain natural vegetation and natural drainage patterns are strongly encouraged.
3. For natural or manmade streams and/or watercourses, a buffer area within the front, side, and rear setbacks is required. The buffer area can either be the existing vegetation that is left undisturbed or re-establishment by planting new vegetation if clearing or grubbing is required within setbacks. If setbacks are not required, perimeter control measures are expected to act as buffer. The buffer shall be fifteen (15) feet in width as measured perpendicular to the top-of-bank.
4. Multi-stage phasing may be required on sites, with the size of each phase to be established by the QCP and approved by the city. The erosion control plan and/or stormwater pollution prevention plan should clearly delineate each phase of clearing and the estimated duration of exposed soils.
5. Any clearing or land disturbance, except as is necessary to install the initial BMPs, shall not begin until the city's BMP minimum requirements are met.
6. Cut and fill slopes shall be no steeper than 3:1, except as approved by the city.
7. Developers requesting city sewer and/or water services must obtain site plan approval prior to clearing regardless of property location.

C. Erosion control.

1. Permanent erosion control measures shall be applied to denuded areas which have been either partially or wholly cleared or removed by development activities within seven (7) days after final grade is reached on any portion of the site. Soil stabilization shall also be applied within seven (7) days to any denuded area which may not be at final grade, but will remain dormant (undisturbed by construction activity) for longer than fourteen (14) days. Any temporary soil stockpiles shall be stabilized or protected with sediment trapping measures to prevent erosion. Applicable erosion control measures shall include establishment of vegetation, mulching, and the early application of gravel base on areas to be paved. Selected permanent or temporary erosion control measures should be appropriate for the time of year, site conditions, and estimated duration of use.
2. If vegetative erosion control methods, such as seeding, have not germinated to a coverage of at least 90 percent within fourteen (14) days, the city may require that the site be reseeded, sodded, or stabilized with alternative cover. All land disturbance projects shall be stabilized prior to the issuance of a final plat, certificate of occupancy or temporary certificate of occupancy unless otherwise approved by the Engineering and Community Development Departments.
3. On slopes that are tributary to any waterways, watercourses, or any other conveyance system, special techniques that meet or exceed design criteria outlined in the *Field Manual* shall be used to ensure stabilization.
4. Soil stockpiles must be stabilized at the end of each work week or if a rain event is predicted.
5. Techniques, as referenced the *Field Manual* shall be employed to prevent the blowing of dust or sediment from the site onto adjacent properties. The use of chemical agents in or near critical areas is discouraged.
6. Right-of-way disturbances shall be stabilized with sod or a combination of sod and seed/mulch unless otherwise

directed by the City Engineer. Seed and mulch alone shall not be acceptable.

7. Techniques shall be employed to divert upland runoff past or around disturbed slopes.

D. Sediment controls.

1. All silt fencing shall be installed with wire backing and steel posts on all non-single dwelling unit residential developments.
2. Sediment controls shall be provided in the form of perimeter controls, such as silt fences, sediment basins and/or sediment traps.
3. Where possible, sediment basins shall be designed in a manner that allows adaptation to provide long term stormwater management.
4. Adjacent properties shall be protected from any and all types of pollutants.
5. For project sites greater than or equal to five (5) acres, a sedimentation pond is required. The installation of the pond shall occur prior to the mass grading of the site.

E. Waterways and watercourses.

1. When a watercourse must be crossed regularly during construction, a temporary stream crossing shall be provided. When applicable, approval must be obtained from the United States Army Corps of Engineers, state and federal agencies, and the city.
2. When in-channel work is conducted, the channel shall be stabilized after the work is completed.
3. Any construction of a crossing of a waterway or watercourse in a floodway must be engineered with a no-rise certificate and shall have minimal temporary or permanent disturbance of the floodways bottom condition.
4. All on-site stormwater conveyance channels shall be designed according to the criteria outlined in the *Field Manual*.
5. Outlets of all pipes and paved channels shall have adequate stabilization to prevent erosion. Riprap or Flexamat may be required for stabilization if vegetative

measures prove to be ineffective at controlling erosion in waterways or watercourses.

F. Construction site access.

1. A stabilized construction access (e.g., construction entrance) shall be required on all development and construction sites, including single-family lot construction, at any point where construction traffic will be entering and leaving the construction site in order to ensure sediment is not tracked on to public streets from the construction site. All construction entrances shall conform to MDEQ *Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas* Chapter on Construction-Exit Pad (CEP) or the city's erosion control requirements, whichever is more stringent. Stone pads shall be a coarse aggregate meeting the requirements for MDOT's Size I aggregate (ranging from 3/8 to 1 inch), be six inches thick and shall be placed a minimum width equal to the existing drive or as defined below, whichever is greater. The length of stone pad will be sufficient to prevent sedimentation from entering public streets from the construction site and adhere to the requirements below.
 - i. For single lot residential dwelling unit construction, the construction entrance shall be at a minimum sixteen (16) feet in width by fifty (50) feet in length;
 - ii. All other sites shall provide construction entrances, at a minimum, are twenty (20) feet in width by one-hundred (100) feet in length.
 - iii. The City Engineer and building official reserve the right to increase the requirements of construction entrances depending on the type, nature, and exigency of the site.
 2. Sediment accumulation and tracking on public rights-of-way, such as streets, alleys, storm drains or sanitary sewers, ditches and sidewalks, is not allowed and shall be removed daily.
- G. Maintenance.** The responsibility of the property owner and its agents shall be jointly and severally with the entity performing the work for the maintenance of all erosion

Section 16. Environmental

control devices, which shall be maintained in a condition so as to prevent erosion of sediment on the property.

H. Completion of construction activities. All open channels and ditches shall be permanently vegetated upon final building inspection. Seed and mulch shall not be accepted. If sod is used on slopes, corners will need to be pinned per the Field Manual.

1. Common areas, such as detention basins, shall be permanently stabilized upon final inspection. Seed and mulch shall not be accepted.

2. Prior to final inspection, all construction waste and debris, silt fences, hay bales, inlet protection, and other BMPs shall be removed, except those required for the next phase of construction, or those deemed necessary for continued stabilization by the building official or City Engineer.

3. The responsible party shall submit a letter to building official requesting termination of the LDP upon completion of all construction activities and stabilization of property. No certificate of occupancy or final plat approval will be issued or executed until the site is fully stabilized unless otherwise approved by the Engineering and Community Development Departments.

16.8.5. Performance Bonds. Prior to the issuing of a permit for any land disturbance activity in excess of five acres, and for smaller areas when potentially hazardous soil or drainage conditions exist due to types of soils, steep grades, floodplain development, or critical areas such as nearby lakes, streams, large drainage ditches, roads or wetlands, as determined by the city staff, the applicant shall be required to provide a performance bond or similar form of security acceptable to the city to complete all land and grade stabilization measures and improvements as shown in the approved plan. The city staff shall establish the amount and time period of the bond, based on the estimated cost and time for completing the plan.

16.8.6. Violations on Municipal Property.

A. It shall be unlawful for any entity to cause, permit or allow any sediment to be washed or otherwise disposed upon

any municipal property within the city. In the event any entity shall allow such sediment to be deposited upon municipal property, such entity shall immediately remove such sediment from said municipal property.

B. It shall be unlawful for an entity, upon notice from the city official of a violation of subparagraph (1) above, to not immediately remove such sediment. Once notice is given, if the entity does not act immediately to remove such sediment, the city official shall issue a stop work order on such project. If the sediment is not removed within 24 hours of notice by the city official, and the city official determines that a dangerous situation exists with regard to the sediment, the city may remove such sediment and charge the entity with all reasonable costs associated with the removal of the sediment.

C. Notice by the city official is deemed sufficient if the notice is orally given to the entity. Written notice may then be mailed or hand delivered to such entity or its representative. Such notice is deemed given when orally transmitted, and not at any time associated with the giving or receiving of the written notice.

16.8.7. Penalties. Any entity violating any provision of this article shall be deemed guilty of a misdemeanor and fined not less than five hundred (\$500.00) dollars nor more than one thousand (\$1,000.00) dollars and/or sixty (60) days in jail or both. Each twenty-four-hour (24) period after notice is given by the city official shall be considered a separate offense hereunder. Furthermore, an entity found guilty of such violation who fails to remove the sediment after notice is given, shall be required to pay to the city restitution equaling the costs and expenses of removal. In calculating the costs and expenses incurred by the city, a reasonable rate shall be charged for use of all city equipment and employees, with such rate to be at least equal to the costs of contracting the removal of such sediment with a private entity.

16.9. Stormwater Management

- 16.9.1. **Purpose.** During rainfall, a portion of precipitation is either captured by plants or infiltrates into the ground; any remaining precipitation flows over the ground, typically to the nearest conveyance system. This remaining precipitation is known as stormwater runoff. In developed areas where there are high percentages of impervious surfaces, especially when compared to undeveloped conditions, a majority of precipitation becomes stormwater runoff. This increase in water flowing along the ground, rather than infiltrating into the soil, can cause localized and regional flooding due to the increased runoff volumes, velocities and flow rates. Furthermore, loss of infiltration due to impervious surfaces increases the amount of pollutants and sediment that are transported downstream and can cause significant degradation both in manmade stormwater conveyance systems and natural conveyance systems (e.g., creeks, streams, channels). The purpose of this article is to diminish threats to public health and safety caused by stormwater runoff; reduce economic losses to individuals and the community-at-large; and protect, conserve and promote the orderly development of land, water and all natural resources. The provisions of this article further regulate, guide and control:
- A. The subdivision layout, new development, redevelopment, land disturbance activities, changes in ground cover, and improvement of lands located within the City of Starkville.
 - B. The construction of buildings and drainage of the sites on which structures are located, including parking and other paved surfaces.
 - C. The design, construction and maintenance of stormwater management facilities.
 - D. Any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City of Starkville.

16.9.2. General Criteria and Standards

- A. **Applicability.** This article shall be applicable within the City of Starkville's jurisdictional area or to any development located outside the city limits which seeks water and/or sewer service(s) to be provided by the City and shall apply to:
- 1. New development or redevelopment that is greater than or equal to one-half (1/2) acres and less than two (2) acres and having fifty (50) percent or greater impervious surface;
 - 2. New development or redevelopment that is two (2) acres or greater;
 - 3. Land development activities that are smaller than the minimum applicability criteria established in subsection (1) i.—ii. above, if such activities are part of a larger common plat (plan of development), even though multiple separate and distinct land development activities may take place at different times on different schedules (such as a phased residential subdivision).
- B. **Exemptions.**
- 1. The following development activities are exempted from this article: Existing, individual single-family residential lots less than ten (10) acres, provided that single-family lots that are part of a new subdivision or phased development project are not exempt from this article;
 - 2. Additions or modifications to existing single-family structures;
 - 3. Developments or redevelopments that are less than one-half (1/2) acre, provided they are not part of a larger common development plan;
 - 4. Property that is part of an agriculture and forestry use as defined in Section 13.9.6.;
 - 5. Land disturbing activities conducted for the purpose of restoration of streams, stream banks, riparian zones, or other environmentally protected areas; and
 - 6. Repairs and/or construction deemed emergency in nature.

C. Mitigation of Excess Stormwater Runoff. The increased stormwater runoff resulting from the proposed development or redevelopment meeting the minimum applicability criteria of subsection (1) shall be mitigated by proper stormwater management facilities. Said mitigation will be designed so that the peak flows of stormwater runoff from the site, in the final condition in which it is proposed to be developed, will not exceed the rate of runoff from the site in its pre-development state for the 2-year, 10-year and 100-year, 24-hour storm events.

D. Storage Capacity. Stormwater management facilities shall be designed with sufficient capacity to accommodate all runoff caused by the development in excess of that runoff which would occur from the site if left in its pre-development state. This storage shall be sufficient to store all excess flows and volumes for the 2-year, 10-year and 100-year, 24-hour event. The stormwater management facilities shall be designed so that the peak flow rate at any exit point in the post-developed condition shall be less than or equal to the peak flow rate for that exit point in the pre-developed condition for the 2-year, 10-year and 100-year, 24-hour storm event.

- 1. Initial Storage Estimate:** As part of a rezoning, conditional use, special exception, pre-application, or a preliminary plat, the City Engineer may require an initial storage estimate concurrent with NRCS TR-55, Chapter 6 Storage Volume for Detention Basins. If required, the resultant storage estimate should be relatively the same as that provided by the proposed detention/retention structure.

E. Downstream Runoff Analysis. An important consideration of a new development or redevelopment is the increased volume of water that is added to downstream areas. Even when peak flows have been properly attenuated, downstream flooding can still occur due to increased duration of higher peak flow rates. These longer durations of higher flows can combine with existing

downstream flows to create flooding that may not have previously existed. A downstream analysis of the design events will be required based on the proposed development for the following conditions:

- 1.** Developments between two (2) acres and twenty (20) acres will be required to perform a stormwater analysis subject to the standards of this ordinance at a point five-hundred (500) feet downstream or to a significant point of interest, as determined by the City Engineer, of the development for the required design events to ensure that the proposed runoff does not create an increase in peak flow downstream that did not exist during pre-development. This analysis shall be based on the time of concentration of the overall basin draining to the point five-hundred (500) feet downstream, not just that of the proposed site.
- 2.** Developments ten (10) acres or greater will be required to perform a "10% Rule" analysis, as described in the Georgia Stormwater Management Manual (current edition).
In the event the downstream runoff analysis concludes a potential for increased peak flows downstream, the City Engineer may require further mitigation to protect downstream properties.

F. Stormwater Management Facilities in Floodplains. If stormwater storage is provided within any floodplain, no facility or storage volume may be provided below the 100-year base flood elevation (BFE) established for that floodplain. If not established, a study prepared by a design professional registered or licensed in the state of Mississippi utilizing standard engineering practices approved by FEMA may be submitted to determine the base flood elevation. Special consideration may be given

by the City Engineer if no alternate location of the stormwater management facility is practical.

- G. Stormwater Bypass.** Stormwater management facilities shall have adequate capacity to bypass, through the development, the existing flow from all upstream areas. Bypass conveyance should be designed such that they do not overtop the bypass system. Bypass flow should not be conveyed through proposed on-site stormwater management facilities unless otherwise approved by the City Engineer. A supplemental drainage report will be required that accounts for all upstream contributing areas and the flows that said areas impose on the proposed development. The bypass system shall be designed to convey runoff based on the following information:

1. For upstream contributing areas equal to or greater than twenty (20) acres, the bypass system shall be designed to accommodate, convey, and bypass the one-hundred (100) year storm event, based on existing upstream conditions.
2. For upstream contributing areas less than twenty (20) acres, the bypass system shall be designed to accommodate, convey, and bypass the one hundred (100) year storm event, based on existing upstream conditions. Flows in excess of the one hundred (100) year storm event shall be conveyed to and accommodated in the on-site stormwater management facilities.

- H. Drainage Way Protection.** It shall be unlawful to dump trash, debris, landscape waste, and other deleterious materials in any and all drainage ways in the city.

- I. Regulation of Flow Distribution.** Detailed information shall be provided for each runoff exit point from the property which determines the pre-development flow distribution and location. Flow must exit the property in the post-developed condition in the same flow distribution

and location as it existed the property in the pre-developed condition, to the greatest extent possible. In rare circumstances where the flow distribution is increased at any given point, the post-development flow at that point shall not increase from its pre-development state, even if the entire site runoff collectively is less than pre-development unless otherwise approved by the City Engineer.

- J. Connection to Existing Structures.** Where proposed stormwater runoff is to be connected to existing stormwater infrastructure, (e.g., storm sewer, open channel, box culvert, etc.), an analysis of the existing structure and its ability to convey additional runoff will be required. In the event the downstream infrastructure cannot convey the required runoff, the City Engineer may require further mitigation or improvement.

- K. Redevelopments with Existing Impervious Surfaces.** For redevelopments that require site plan approval, and that have large quantities of existing impervious surfaces, such that post-developed conditions may decrease or maintain the current weighted curve number, it will be required to reduce the stormwater runoff to an amount of less than or equal to ninety-five (95) percent of the pre-development condition.

For larger redevelopment sites where only a portion is being developed or redeveloped, when the new development area is twenty (20) percent of the total existing site area or less, only the new development area is to be mitigated. Percentage of the site to be cumulative over a ten (10) year period if the site is redeveloped in multiple phases.

For redevelopments that require site plan approval, and that have large quantities of existing impervious surfaces,

such that post-developed conditions may increase the weighted curve number, it will be required to reduce the stormwater runoff to the lesser of the following unless approved otherwise by the City Engineer:

1. pre-development condition; or
2. an amount of less than or equal to ninety-five (95) percent of the post-development condition.

L. Phased Development. For developments designed to occur in phases, the stormwater management facilities, including both conveyance and detention, shall be designed to individually comply with the regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications at the end of each phase such that the system would meet these requirements even if future phases do not occur. As additional phases develop, the stormwater management facilities may be expanded and modified to meet the requirements of future phases.

M. Regional Stormwater Management. The Drainage Plan for each land development project shall provide for stormwater management measures located on the site of the project unless provisions are made to manage stormwater by an offsite or regional facility. The City Engineer, with the approval of the Planning and Zoning Commission, may make allowance for an offsite or regional facility based on a development's location, lot size, percentage of the lot used, stormwater management facility design, and other factors that the City Engineer in their professional opinion may deem relevant. The offsite or regional facility, if applicable, must comply with the following:

1. The offsite or regional facility must be on property legally dedicated for the purpose and this purpose run with the land by filing either deed, easement, or plat;
2. For purposes of use, only developments contiguous to the offsite or regional facility or developments that have obtained legal and binding easements allowing the transfer of stormwater across all properties involved to gain access to the offsite or regional facility are eligible;
3. A drainage easement for the conveyance of stormwater to the regional facility is required; and
4. There must be a legally obligated entity responsible for the long-term operation, inspection, and maintenance of the offsite or regional facility.

N. Stormwater Management during Construction. Stormwater management shall be implemented during all stages of site development. Stormwater management facilities shall be implemented as part of the initial land disturbance activities and incorporated into the development's Stormwater Pollution Prevention Plan and Erosion Control Plan. Erosion control measures, such as stormwater retention devices or sediment traps, may be used as temporary stormwater management facilities during the development's construction process. At a minimum, a temporary stormwater management facility must be capable of managing runoff from the 2- and 10-year storm events. Stormwater management facilities, permanent or temporary, must be properly maintained during all stages of site development.

16.9.3. Improvement Regulation

- A. **Required Information.** A Drainage Plan shall be prepared and certified by a registered professional engineer licensed in the State of Mississippi and submitted with the plans for each proposed development. The stormwater report shall use the United States Department of Agriculture Soil Conservation Service (SCS) method for determining runoff rates and volumes, the TR-55 Method for time of concentration values, and shall follow the format and regulations set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.
1. **Pre-development Calculations.** Calculations shall be provided which show the pre-development rate of runoff for the 2-year, 10-year, and 100-year, 24-hour event. These calculations shall use the SCS Runoff Curve number method in accordance with the United States Department of Agriculture Soil Conservation Service Technical Release 55. The City Engineer reserves the right to allow alternate methods. Recommended curve number values can be found in the City of Starkville Standards of Design and Specifications and shall be in accordance with TR-55. Precipitation frequency estimates should be obtained from the National Oceanic and Atmospheric Administration (NOAA) website.
2. **Post-development Calculations (without mitigation).** Calculations shall be provided which show the post-development rate of runoff for the 2-year, 10-year, and 100-year, 24-hour event. These calculations shall use the same methodology that is used to calculate the existing peak flow rates.
3. **Routed/Detained Calculations.** Calculations shall be provided which show the total planned release rate after detention has been incorporated for the 2-year, 10-year, and 100-year, 24-hour event. These calculations shall use the same methodology that is used to calculate pre- and

- post-development peak flow rates. The Rational Method shall not be used for detention design.
4. **Drainage Plan:** A comprehensive Drainage Plan shall be designed to safely and completely accommodate existing stormwater runoff, handle the proposed stormwater runoff and to manage increased stormwater runoff. This plan shall adhere to the necessary documents, calculations, and guidelines set forth in this ordinance and in the City of Starkville Standards of Design and Specifications, and shall include and be designed based upon the following:
- i. For all stormwater management facilities, design hydrographs of inflow, outflow and routed/detained conditions for the 2-year, 10-year, and 100-year, 24-hour event peak flows from the site under pre-development, post-development, and routed/detained conditions;
- B. Time of concentration path including length, slope and type (e.g., sheet, shallow-concentrated, channel, closed conduit, etc.) of flow. Calculation method for time of concentration shall be performed in accordance with the TR-55 method; furthermore, sheet flow shall not exceed one-hundred (100) linear feet for any time of concentration calculation for a post-development scenario and shall not include any flow paths representative of a designed conveyance system including but not limited to curb and gutter, swales, ditches, graded channels, etc.
- C. **Stormwater Management Facilities:** Stormwater management facilities, including detention and retention facilities, are designed primarily to detain increased runoff that occurs from development and additional impervious areas. These facilities must meet the requirements set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.
1. **Location of Facilities:** Stormwater management facilities,

including detention and retention facilities, are designed primarily to detain increased runoff that occurs from development and additional impervious surfaces. These facilities must meet the requirements set forth in this ordinance and in the City of Starkville Standards of Design and Specifications.

2. **Maintenance of Facilities:** All improvements, including landscaping, shall be maintained in perpetuity and cannot be developed for any other use which would limit or cause to limit the use of the improvements. In the case of shared stormwater management facilities, the improvements shall be owned and/or maintained by the property owner's association of the development. A special note to this effect shall appear on any final plat of subdivision or any plat of condominium and their declarations. A property owner's association shall be formed by the developer in perpetuity for the maintenance of the improvements. Membership shall be mandatory for all property owners. Articles of agreement of the property owner's association must be approved by the Board of Aldermen of the City of Starkville before recording. When problems arise due to inadequate maintenance, the City Engineer or his designated agent of the City of Starkville may inspect the improvements and compel the correction of the problem by issuing a written notice of violation to the owner of the property. If remediation of the violation and/or restoration of affected property is required, the notice shall set forth a deadline of thirty (30) days within which such remediation or restoration must be completed. In accordance with the authority of the municipality granted by MCA 1972 § 21-17-5, said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated

governmental agency or a contractor and the expense thereof shall be charged to the violator.

3. **Inspection of Facilities:** Inspection of Facilities: The City Engineer or his designated agent shall inspect all stormwater management facilities while under construction. All stormwater management facilities located on private property shall be accessible at all times for inspection by the City Engineer or other responsible public official. A final inspection by the City Engineer or his designated representative is required before the release of any certificates of occupancy or performance securities can occur.
4. **As-built Documentation.** Upon completion of a project or a phase of a phased project, the registered landscape architect or the licensed professional engineer is responsible for submitting a signed/stamped certification that the completed project is in accordance with the approved Drainage Plan. All applicants are required to submit actual "as-built" plans for any stormwater management facilities or practices after final construction is completed. See the City of Starkville Standards of Design and Specifications for as-built documentation requirements.

16.9.4.

Miscellaneous

Penalties for Violation. Any responsible party found to be in violation of any of the terms and provisions of this article shall be notified in writing of the violation. If remediation of the violation and/or restoration of affected property is required, the notice shall set forth a deadline of thirty (30) days within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof and a civil penalty of not more than \$500.00 per day of continuing violation shall be charged to the violator. In addition, the City may issue stop work orders on any Development that fails to remediate stormwater violations, and reserves the right to pursue any and all additional remedies allowed by law.

B. Validity. If any term or provision of this article shall be held to be unconstitutional or otherwise unenforceable, the remainder thereof shall not be affected thereby and shall remain in full force and effect.

C. Conflict. All ordinances heretofore adopted on the subject which are in conflict herewith are hereby repealed and the application of this article as will not be contrary to the public interest.

D. Variance. All variances from the requirements of this section shall be reviewed in accordance with Section 3.7 by the Board of Adjustments and Appeals.

E. Maintenance Access Easements. The owner or responsible party must ensure access from a public right-of-way to the stormwater management facilities. A permanent access easement shall be secured to ensure access to the stormwater management facilities to perform regular inspection, maintenance, and repairs. Such access shall be sufficient for all necessary equipment for maintenance activities and repairs. All such easements

shall be noted on any plat, survey, site plan, or other application or map provided to the City of Starkville for any purpose.

16.10. Flood Damage Prevention Ordinance

16.10.1. Statutory Authorization, Findings of Fact, Purpose, and Objectives.

A. Statutory Authorization. The Legislature of the state of Mississippi has in Title 17, Chapter 1, Mississippi Code of 1972 Annotated delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Mayor and Board of Aldermen for the City of Starkville, Mississippi does hereby adopt the following floodplain management regulations.

B. Finding of Fact

1. The City of Starkville, Mississippi is subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

2. These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages

C. Statement of Purpose. It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

1. Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards,

which result in damaging increases in erosion or in flood heights or velocities;

2. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;

3. Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;

4. Control filling, grading, dredging, and other development which may increase erosion or flood damage, and;

5. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

D. Objectives. The objectives of this ordinance are:

1. To protect human life and health;

2. To minimize expenditure of public money for costly flood control projects;

3. To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

4. To minimize prolonged business interruptions;

5. To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

6. To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas, and;

7. To ensure that potential homebuyers are notified that property is in a flood prone area.

E. Methods of Reducing Flood Losses. In order to accomplish its purposes, this ordinance includes methods and provisions for:

1. Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
 2. Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
 3. Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
 4. Controlling filling, grading, dredging, and other development which may increase flood damage; and;
 5. Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.
- 16.10.2. Definitions.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

A

A Zone is the Area of Special Flood Hazard without base flood elevations determined.

AE Zone is the Area of Special Flood Hazard with base flood elevations determined.

Accessory structure (Appurtenant structure) means a structure, which is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory

structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50% of the market value of the structure, then the addition and the existing structure are now new construction.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

AR/AE, AR/AH, AR/AO, and AR/A Zones are SFHAs that result from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone is that part of the SFHA inundated by the one percent chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent or greater

chance of flooding in any given year. This area is also referred to as the Special Flood Hazard Area (SFHA).

B

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also called the "one percent chance flood").

Base Flood Elevation (BFE) is the elevation shown in the Flood Insurance Study (FIS) for Zones AE, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, and VE that indicates the water surface elevation resulting from a flood that has a one percent or greater chance of being equaled or exceeded in any given year.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

Breakaway Wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system. This is associated with VE Zone construction.

Building see **Structure**.

C

Coastal High Hazard Area is an area of special flood hazard. Extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as VE Zone.

Community is a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community Rating System (CRS) is a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D

D Zone is an area in which the flood hazard is undetermined.

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and

sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the Coastal High Hazard Area or the Coastal AE Zone.

E

Elevated building means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, pilings, columns, or piers.

Elevation Certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM.

Enclosures below the Lowest Floor see "Lowest Floor."

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Executive Order 11990 (Wetlands Protection) this order requires the avoidance of adverse impacts associated with the destruction or modification of wetlands.

Existing Construction means structures for which the "start of construction" commenced before date January 1, 1975. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision includes the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

F

Fill means a deposit of earthen materials placed by artificial means.

Five-Hundred Year Flood means the flood that has a 0.2 percent chance of being equaled or exceeded in any year.

Areas subject to the 0.2 percent chance flood have a moderate risk of flooding.

Flood or flooding means:

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in paragraph (A)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (A)(1) of this definition

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g. a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters (3) mudflows caused by flooding.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the

areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing Certificate is an official FEMA form used to certify compliance for non-residential structures in non Coastal High Hazard Areas as an alternative to elevating buildings to or above the base flood elevation.

Floodway See Regulatory Floodway.

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Flood Protection Elevation is the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building and ship repair facilities. The term does not include long-term storage, manufacture, processing functions, sales, administrative functions, or service facilities.

H

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The Mayor and Board of Aldermen requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety, structural integrity, and flood routing capacity).

High hazard dam means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings; or damage to, or disruption of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a building.

Historic Structure means any structure that is:

- a.) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b.) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c.) Individually listed on the State of Mississippi inventory of historic structures, or;
- d.) Individually listed on a local inventory historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the state of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and /or floodway boundaries.

I

Increased Cost of Compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable mitigation measures are floodproofing (nonresidential), relocation, elevation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, include ICC coverage.

L

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies.

Letter of Map Amendment (LOMA) An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR) A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Conditional Letter of Map Revision (CLOMR) A formal review and comment by FEMA as to whether a proposed

project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure; usually earthen embankments designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. For a levee system to be recognized, the following criteria must be met. All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual (a copy of which must be provided to FEMA by the operator when levee or drainage system recognition is being sought or revised). All operations must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.

Limit of Moderate Wave Action (LiMWA) is the limit of the AE Zone category area exposed to wave attack from waves greater than 1.5 feet during the base (one percent chance) flood on open coastal and inland areas exposed to erosion and wave propagation.

Low hazard dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Lowest adjacent grade means the elevation of the sidewalk, patio, deck support, or basement entryway immediately next to the structure and after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the non-elevation provisions of this code.

M

Manufactured home (44 CFR 59.1 definition / FEMA) means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when attached to the required utilities. The term manufactured home does not include a "recreational vehicle."

Manufactured housing (24 CFR 3280.3 and 3285.5 definitions / HUD) means "...a structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet in length or which when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA).

Map Panel Number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Market value means the property value (as agreed between a willing buyer and seller); excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

N

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means a vertical control, corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

New Construction means a structure or an addition to an existing structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and any subsequent improvements to such structure or the addition.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), pool houses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

O

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent Flood (aka 100-Year Flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

P

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation is a means of FEMA formally notifying participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

R

Recreational vehicle means a vehicle that is:

- a.) Licensed and titled as an RV or park model (not a permanent residence);
- b.) Built on a single chassis;
- c.) 400 square feet or less when measured at the largest horizontal projection;
- d.) Has no attached deck, porch, or shed;
- e.) Has quick-disconnect sewage, water, and electrical connectors;
- f.) Designed to be self-propelled or permanently towable by a light duty truck, and;
- g.) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must

be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

S

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

1. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
2. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act P. L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs

or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes), means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Structure (for insurance purposes), means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to it site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or a liquid storage tank.

Subrogation means an action brought by FEMA when flood damages have occurred, a flood insurance claim has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred

Substantial Improvement means any combination of reconstruction, rehabilitation, or other improvement of a structure taking place during a 10 year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the "start of construction" of the improvement. .

The costs for determining substantial improvement

include the costs of additions. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.

The term does not apply to:

- a.) Any project for improvement of a building required to correct existing violations of state or local existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are minimum necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners or;
- b.) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Substantially improved existing manufactured home parks or subdivisions means manufactured home parks or subdivisions where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

V

VE Zone see “Coastal High Hazard Area”

Variance is a grant of relief from the requirements of this ordinance.

Violation means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

W

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X

X Zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile and areas protected by certified levees from the base flood.

X Zones (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Z

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

16.10.3. General Provisions.

- A. **Lands to Which This Ordinance Applies.** This ordinance shall apply to all areas of special flood hazard (SFHA) areas within the jurisdiction of the City of Starkville, Mississippi.
- B. **Basis for Establishing the Area of Special Flood Hazard.** The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled "The Flood Insurance Study (FIS), Number 28105CV000A, for Oktibbeha County, Mississippi and Incorporated Areas", dated February 17, 2010 with accompanying Flood Insurance Rate Maps (FIRM) panel numbers 0063, 0064, 0068, 0132, 0151, 0152, 0153, 0154, 0158, 0161, 0162, 0166, and the Oktibbeha County Map Index, for the City of Starkville (Community Number 280124), Oktibbeha County, Mississippi, and other supporting data are adopted by reference and declared to be part of this ordinance. The Flood Insurance Study and maps are on file at the City of Starkville's Building Department.
- C. **Establishment of Floodplain Development Permit.** A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard within the community.
- D. **Compliance.** No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.
- E. **Abrogation and Greater Restrictions.** This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap,

whichever imposes the more stringent restrictions shall prevail.

- F. **Interpretation.** In the interpretation and application of this ordinance all provisions shall be:

1. Considered as minimum requirements;
2. Liberally construed in favor of the governing body, and;
3. Deemed neither to limit nor repeal any other powers granted under state statutes.

- G. **Warning and Disclaimer of Liability.** The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Mayor and Board of Aldermen for the City of Starkville, Mississippi or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

- H. **Enforcement, Penalties, and Violations.** Civil penalties. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$1,000.00 or imprisoned for not more than 90 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be

considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

16.10.4. Administration.

A. Designation of Flood Damage Prevention Ordinance Administrator. The Mayor and Board of Aldermen for the City of Starkville, Mississippi hereby appoints the City Engineer to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the administrator.

B. Permit Procedures. Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

1. Application Stage.

- i. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA Elevation Certificate Form 81-32 by a state of Mississippi registered engineer or surveyor;
- ii. Elevation in relation to mean sea level to which any non-residential building in an A Zone will be floodproofed;
- iii. Certificate from a state of Mississippi registered professional engineer or architect that the non-residential flood-proofed building will meet the floodproofing criteria in Section 16.10.4.2 (A) (2) and Section 16.10.5.2 (B);

- iv. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
- 2. **Finished Construction.** Upon completion of construction, a FEMA elevation certificate Form 81-32 which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

C. Powers, Duties, and Responsibilities of the Floodplain Administrator. The Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

1. Right of Entry

- i. Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.
- ii. If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.

- iii. If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
- iv. When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after a proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.
2. **Stop Work Orders.** Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this ordinance shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.
3. **Revocation of Permits**
 - i. The Administrator may revoke a permit or approval, issued under the provisions of this ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
 - ii. The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.
4. **Duties of the Administrator.** The duties of the administrator shall include, but not be limited to:
 - i. Review all development permits to assure that the permit requirements of this ordinance have been satisfied.
 - ii. Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.
 - iii. Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon the establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.
 - iv. Verify any required setback distances.
 - v. Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system (not allowed in a CHHA) is both clean material and properly compacted and placed. A professional certification that any structure built on fill is reasonably safe from flooding can be requested of the builder/developer.
 - vi. Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size, and height above ground level.
 - vii. Ensure that a crawlspace has adequate vents or openings and that the interior grade is at or above the exterior grade.

- viii. Verify that the structure's utilities, duct work, and HVAC systems are at or above the base flood elevation.
 - ix. Notify adjacent communities, the NFIP State Coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
 - x. Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
 - xi. Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with Section 16.10.4.2 (B). Information must be recorded on the FEMA Elevation Certificate Form 81-32.
 - xii. Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantially improved buildings have been floodproofed, in accordance with Section 16.10.4.2 (B). Information must be recorded on the FEMA Elevation Certificate Form 81-32.
 - xiii. Review certified plans and specifications for compliance.
 - xiv. Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article.
 - xv. Obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when base flood elevation data or floodway data have not been provided in accordance with
- Section 16.10.3-2, in order to administer the provisions of Section 16.10.5.
- xvi. Provide information, testimony, or other evidence, as needed during variance request hearings.
 - xvii. Conduct the following actions when damage occurs to a building or buildings:
 - a. Determine whether damaged structures are located within the Special Flood Hazard Area;
 - b. Conduct damage assessments for those damaged structures located in the SFHA, and;
 - c. Make a reasonable attempt to notify the owner(s) of damaged structure(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.
 - xviii. Perform such other inspections as may be required to ensure compliance with the other provisions of this ordinance.
- 16.10.5. Provisions for Flood Hazard Reduction**
- A. General Standards for All Zones.** In all areas of special flood hazard the following provisions are required:
- 1. New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
 - 2. Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not to be used as an anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.

Section 16. Environmental

3. New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
 4. New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
 5. Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of two feet above the Base Flood Elevation.
 6. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
 7. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
 8. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
 9. Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this ordinance.
 10. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity shall meet the requirements of "new construction" as contained in this ordinance.
 11. All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent floatation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.
 12. When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.
 13. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.
- B. Specific Standards for Riverine Zones.** In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided (excluding CHHA and Coastal AE Zone), as set forth in Section 16.10.3.2, the following provisions, in addition to the standards of Section 16.10.5.1, are required:
1. **Residential Construction.** New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than two feet above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of Section 16.10.5.2 (D).
 2. **Non-Residential Construction.** New construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured building)

shall have the lowest floor, including basement, elevated to no lower than two feet above the base flood elevation. Buildings located in all A Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation plus two feet plus a minimum of one (1) foot of freeboard are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator.

3. In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.

4. **Enclosures.** New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor

shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.

- i. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:
 - a. Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls;
 - b. The total net area of all openings shall be at least one square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;
 - c. The bottom of all openings shall be no higher than one foot above interior grade (which must be equal to in elevation or higher than the exterior grade);
 - d. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls, and;
 - ii. Access to the enclosed area shall be the minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and,

- iii. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
 - iv. Property owners shall be required to execute a flood openings/venting affidavit acknowledging that all openings will be maintained as flood vents, and that the elimination or alteration of the openings in any way will violate the requirements of Article 5, Section B. Periodic inspections will be conducted by the Floodplain Administrator to ensure compliance.
 5. Detached storage buildings, sheds, or other like accessory improvements, including detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Section 16.10.5.2 (D) shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures.
 6. Property owners shall be required to execute and record with the structure's deed a non-conversion agreement declaring that the area below the lowest floor of the structure or the detached accessory building shall not be improved, finished or otherwise converted; the
- community will have the right to inspect the enclosed area.
7. Standards for Manufactured Homes and Recreational Vehicles.
 - i. All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of Section 16.10.5.2 (D). Manufactured homes must be:
 - a. Elevated on a permanent foundation to have its lowest floor elevated no lower than two feet above the base flood elevation, and;
 - b. Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - c. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.
 - ii. All recreational vehicles placed on sites must either:
 - a. Be on site for fewer than 180 consecutive days and shall leave the site and obtain a new permit before returning to the same site, and;
 - b. Be fully licensed and ready for highway use, or
 - c. Must meet all the requirements for new construction, including anchoring and elevation requirements of this

Section 16.10.5.2 (F) (1) or Section 16.10.5.2 (F) (2) (i) above.

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the state of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

iii. **Floodways.** Located within areas of special flood hazard adopted by reference in Section 16.10.3.2, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:

- a. Encroachments, including fill, new construction, substantial improvements, and other development, are prohibited.
- b. The placement of manufactured homes (mobile homes) is prohibited.
- c. Permissible uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also lawns, gardens, athletic fields, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. These permissible uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause

any increase in flood levels during the base flood discharge.

C. **Standards for Streams Without Base Flood Elevations and Floodways.** When base flood elevation data and floodway data are not available in accordance with Section 16.10.3.1, in Special Flood Hazard Areas and Community Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition to the standards of Section 16.10.5.1 and the enclosure standards of Section 16.10.5.2 (D) shall apply:

1. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than five lots or five acres, whichever is lesser, include within such proposals base flood elevation data;
2. The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Section 16.10.5. When such data are available, standards of Section 16.10.5.2, shall apply. If data is not available from Section 16.10.5.3 (A) or outside sources, then the following provisions shall apply.
3. No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the

base flood discharge. The enclosure standards of Section 16.10.5.2 (D) shall apply.

4. The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Section 16.10.5.2, shall apply.
5. Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
6. Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.

D. Standards for Subdivision Proposals and Other Proposed Development.

1. All subdivision proposals shall be consistent with the need to minimize flood damage;
2. All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
3. All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
4. Base flood elevation data shall be provided for all new subdivision proposals and other proposed development

(including manufactured home parks and subdivisions), which is greater than five lots or five acres, whichever is the lesser.

5. All subdivision proposals shall have at least one means of ingress/egress where the roadway shall be elevated to or above the base flood elevation;
 - i. The subdivider/applicant shall comply with the following:
 - a. Show the floodplain boundary on the face of the subdivision plat, referencing the flood insurance rate map panel number and effective date.
 - b. Indicate the lowest finished floor elevation (FFE) and building pad elevations for each lot located within the special hazard flood area on the face of the subdivision plat.
6. All preliminary plans for platted subdivisions shall identify the flood hazard areas and elevations of the base flood.
7. All final subdivisions plats shall provide the boundary of the special flood hazard area, the floodway boundary, and the base flood elevation

E. Critical Facilities. Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches (3'6") above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access

routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the 0.2 percent chance flood, but must remain operable during such an event. The community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

16.10.6.

Variance Procedures.

A. Designation of Variance and Appeals Board. The Board of Aldermen for the City of Starkville, Mississippi shall hear and decide appeals and requests for variances from the requirements of this ordinance and is herein referred to as the board.

B. Duties of Variance and Appeals Board. The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Oktibbeha County Circuit Court as provided in Mississippi Code Annotated, § 11-51-75 (1972).

C. Variance Procedures. In passing upon such applications, the board shall consider all technical evaluations, relevant

factors, and standards specified in other sections of this ordinance, and:

1. The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
2. Variances shall not be granted for multiple lots, phases of subdivisions, or entire subdivisions;
3. The danger that materials may be swept onto other lands to the injury of others;
4. The danger of life and property due to flooding or erosion damage;
5. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
6. The importance of the services provided by the proposed facility to the community;
7. The necessity of the facility to be at a waterfront location, where applicable;
8. The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
9. The compatibility of the proposed use with existing and anticipated development;
10. The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
11. The safety of access to the property in times of flood for ordinary and emergency vehicles;
12. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;
13. The costs of providing governmental services during and after flood conditions, including maintenance and repair

of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.

14. Upon consideration of factors listed above, and the purpose of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
15. Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

D. Conditions for Variance.

1. Variances shall only be issued when there is:
- i. A showing of good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in exceptional hardship, and;
 - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

2. The provisions of this ordinance are minimum standards for flood loss reduction; therefore, any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building (See Section 16.10.6.6).

3. Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor

is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

4. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request (Section 16.10.6.5).

5. Upon consideration of the factors listed above and the purposes of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

Variances shall not be issued "after the fact."

- E. Variance Notification.** Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

1. The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
2. Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Chancery Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances to the Federal Emergency Management Agency and the Mississippi Emergency Management Agency upon request.

- F. Historic Structures.** Variances may be issued for the repair or rehabilitation of "historic structures" only upon a

determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a "historic structure" and the variance is the minimum to preserve the historic character and design of the structure.

G. Special Conditions. Upon consideration of the factors listed in Section 16.10.6, and the purposes of this ordinance, the City of Starkville may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

H. Floodway. Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

16.10.7. Severability. If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 17. Building and Housing Code

17.7. Standards for Boarding up Vacant and Occupied Structures

17.7.1. Permit Required. In order to protect a structure from the elements or to ensure the security of a structure, the owner or the owner's agent may deem it appropriate to board up windows or door openings. Prior to boarding up the window or door openings in any vacant or occupied structure, the owner and/or the owner's agent shall have applied for and received a boarding up permit. Should damage occur to a structure during the nighttime hours, on weekends, or at other times when the Building Official is not available, the owner or the owner's agent may install boarding provided that application is made for a permit during the first business day following the boarding up action.

17.7.2. Review Procedure. The Building Official shall review each board up permit application to determine the potential for vandalism, structural damage due to exposure to rain, wind and other elements of nature, the security of the structure, the overall security, the aesthetic impact on the neighborhood, and the need to provide light and ventilation for occupants. Based on the following criteria, a boarding up permit can be issued if the Building Official determines that boarding up some or all of the windows and door openings in a structure will best serve to protect:

- A. The safety and welfare of the occupants
 - B. The safety of the structure
 - C. The overall safety and security of the neighborhood
- 17.7.3. Permit.** A permit to board up the structure shall be issued to the owner or the owner's agent and work may commence immediately to board up the structure under the standards established in this section. If, however, the Building Official determines that boarding up window and door openings is not necessary based on the review criteria

in Section 17.7.2, a board up permit shall be denied. Upon denial, the owner or the owner's agent shall be instructed to proceed immediately with normal window and door repairs so that the structure will remain safe and secure and impervious to the elements. Such repairs to be accomplished as provided for in the relevant sections the Unified Development Code and the Adopted Technical Codes.

17.7.4. Duration.

- A. No boarding up permit shall be issued for a maximum initial permit period greater than one hundred and eighty (180) days.
- B. The Building Official may set a permit period of less than one hundred and eighty (180) days based on the review criteria.

17.7.5. Extension.

- A. The owner or the owner's agent of a structure that has been boarded up, may request an extension in writing to the Building Official.
- B. Each extension request shall include a detailed explanation of why the construction, reconstruction, repair, and reoccupancy of the building cannot be accomplished within the initial permit period.
- C. Each extension request shall include a time table as to when the construction, reconstruction, repair, and reoccupancy of the building will occur.
- D. The Building Official may grant the requested extension for a period not to exceed ninety (90) additional days. Under extraordinary circumstances, in order to protect the public health, safety and welfare, the Building Official may grant monthly extensions of the boarding up permit thereafter.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Consideration of the approval of the interlocal Collegeview TAP Connector agreement with MSU.

AMOUNT & SOURCE OF FUNDING: MDOT funding with an MSU and City of Starkville 20% shared match

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This is a project that is part of a long standing partnership with MSU and MDOT to create biking and pedestrian lanes in targeted areas of the city and campus.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the interlocal agreement for the Collegeview TAP Connector agreement with MSU.

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
STARKVILLE, MISSISSIPPI, AND MISSISSIPPI STATE UNIVERSITY
FEDERAL AID PROJECT NO. STP-0500-00 (015) LPA 108794**

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is executed by and between STARKVILLE, MISSISSIPPI (the "City"), and MISSISSIPPI STATE UNIVERSITY (the "University") effective as of the ____ day of _____, 2022.

WITNESSETH

WHEREAS, Miss. Code Ann. § 17-13-7 authorizes local governmental units of the State to contract with one another for joint or cooperative action to provide services and facilities; and

WHEREAS, the University and City (sometimes collectively "the Parties") are authorized to enter into this Agreement pursuant to Miss. Code Ann. § 17-13-7, and independently and cooperatively to exercise the power, authority and responsibility to engage in the functions and perform the services outlined below; and

WHEREAS, the City and University desire to enter into an Interlocal Agreement for the purpose of constructing a multi-use path from Collegeview Drive to Old West Point Road ("Collegeview Connector Project" or "Project"); and

WHEREAS, the University has applied for and received Federal Transportation Alternative Funds to design and construct the Project; and

WHEREAS, the University reasonably estimates that the total cost of designing and constructing the multi-use path will be \$1,625,000.00, with \$1,300,000.00 coming from Federal Transportation Alternative Funds and the remainder of the cost being split between the Parties; and

WHEREAS, the Parties have determined that it is in their best interest to take action as may reasonably be necessary to facilitate and accelerate the construction of the Project because the Project will provide and improve pedestrian and alternative transportation routes in their jurisdictions; and

WHEREAS, the Parties have found that the construction of the Project is feasible, beneficial, and within the financial resources of the Parties, and will benefit the Parties, and in turn, the general public; and

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

1. **PURPOSE.** This Agreement establishes the protocol and defines the responsibilities and obligations of the Parties in connection with their joint and cooperative efforts to complete the Project. The University proposes to construct the Project with federal funds outlined above. The Parties agree to split the remaining costs as outlined below. The University will oversee all aspects of the construction of the project.

2. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The University agrees as follows:

1. To conform throughout the Project to appropriate details and requirements of all applicable state and federal laws.
2. To complete design plans for the Project. This will include all activities and documents normally associated with design of a federal transportation alternatives project.
3. To provide construction management for the Project.
4. To advertise for bids, receive bids, open bids, and award a contract or contracts for construction of the Project.
5. To administer the Project construction contract or contracts, including making all payments to the contractors, and to complete the construction of the Project with other legally available funds of the University.
6. To manage the engineering, bidding, and construction process in a manner that furthers the purpose of this Agreement.
7. To provide an equal one-half (1/2) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-half (1/2) share of preliminary engineering costs.
8. To require the Project contractor to: (1) list the City as a “co-owner” on the Project performance bond; and (2) execute a Letter of Assurance in favor of the City in the form attached and incorporated herein as Exhibit A.

B. The City hereby covenants, warrants and agrees as follows:

1. To assist the University in every reasonable and appropriate manner by providing the University with financial, statistical, and other records and reports as may be requested or required by state and federal regulations or guidelines for the Project.
2. To grant the University any and all temporary licenses and/or permits along the Project route to allow the design and construction of the Collegeview Connector.
3. To provide one-half (1/2) share of the cost of the Project over and above the Federal Transportation Alternative Funds plus a one-half (1/2) share each of preliminary engineering costs.

3. AMENDMENTS. This Agreement may only be amended in writing as mutually agreed upon by the Parties.

4. DISPOSITION OF PROPERTY. Throughout the operation of this Agreement, and following its expiration, all property attendant to the Project shall remain the property of the original owner.

5. SEVERABILITY. Should any provision of this Agreement be found to be unconstitutional, or otherwise contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possibly to do so, the remainder of this Agreement shall remain in full force and effect.

6. AUTHORITY. Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Miss. Code Sec. § 17-13-7, Miss. Code Sec. § 37-101-15, Miss. Code Sec. § 21-17-1(8) & (10), and Miss. Code Sec. § 21-37-3.

7. DURATION. The Agreement will not become effective until the date it has been approved by the Attorney General's Office and filed with the Secretary of State. The Agreement shall remain in effect until completion of the Project.

SO EXECUTED AND AGREED THIS _____ DAY OF _____, 2022.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
D. Lynn Spruill, Mayor

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____
Dr. Mark Keenum, President

SECTION 00 625 – LETTER OF ASSURANCE

This letter of assurance is provided by _____, hereinafter referred to as “Contractor”, to confirm repair of any damage caused to any City of Starkville property as the result of this Project.

Over the course of the project, if the Contractor’s work to complete the Project requirements as described in the Contract Documents results in any damage to City of Starkville property, the Contractor shall repair the damage to comply with City of Starkville standards.

Signed and sealed this _____ day of _____, 2022.

By: _____
(Signature)

(Name and Title) (typed)

(Address)

(City/State/Zip/Phone)

***** End of Section *****



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Consideration of the approval of the MSU Student Association 2% budget in accordance with the requirements as outlined in the 2022 legislative session House Bill 1547.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This requirement has been in place since the 2004 redistribution included the student association and is part of the history of the legislation since its inception.

**REQUESTING
DEPARTMENT:** Administration
Lynn Spruill

**DIRECTOR'S
AUTHORIZATION:** Mayor

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the 2% budget for the use of the funds derived from the food and beverage tax and remitted to the MSU Student Association annually and in accordance with the requirements of HB 1547.



MISSISSIPPI STATE UNIVERSITY™

Proposed Distribution of 2023 Food & Beverage Sales Tax Allocation

Distribution:	FY2019	FY2020	FY2021	FY2022	Projected FY2023
Music Maker Productions	150,000	165,000	70,000	70,000	180,000
Bulldog Bash	170,000	170,000	170,000	190,000	190,000
Cowbell Cabs	20,000	5,000			20,000
Old Main Music Festival	30,000	30,000	15,000	30,000	30,000
Lyceum Series	60,000	60,000	60,000	60,000	91,000
Global Lecture Series	20,000	20,000	10,000	20,000	53,000
Total	450,000	450,000	325,000	370,000	564,000

As presented to the Starkville Board of Aldermen



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Consideration of the approval of the Oktibbeha County Economic Development Authority (OCEDA) 2% budget in accordance with the requirements as outlined in the 2022 legislative session House Bill 1547.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This requirement has been in place since the 1994 and is part of the history of the legislation since its inception.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the 2% budget for the use of the funds derived from the food and beverage tax and remitted to the OCEDA annually and in accordance with the requirements of HB 1547.

Oktibbeha County EDA - BUDGET	
200 E. MAIN ST.	
662-323-3322	
mtagert@starkville.org	
	FY2023
<u>2% Food & Beverage Tax (15%)</u>	Budget
Income	
CITY OF STARKVILLE 2% Food & Beverage Tax	400,000.00
	\$ 400,000.00
Expenses	
Industry Relations	75,000.00
GTRDA/LINK	100,000.00
Retail Recruitment	15,000.00
Marketing/Events	55,000.00
Minority Grants	20,000.00
NorthStar Industrial Park	50,000.00
Tourism Development	35,000.00
Restricted Project Fund (Main Street Redevelopment)	400,000.00
Total Expenses	\$ 750,000.00
Net Income	\$ (350,000.00)



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Consideration of the approval of the Visitor's and Convention Council (VCC) 2% budget in accordance with the requirements as outlined in the 2022 legislative session House Bill 1547.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This requirement has been in place since the 1994 and is part of the history of the legislation since its inception.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the 2% budget for the use of the funds derived from the food and beverage tax and remitted to the Visitor's Convention and Council annually and in accordance with the requirements of HB 1547.

STARKVILLE CVB BUDGET

200 E. MAIN ST.

662-323-3322

phunt@starkville.org

2% Hotel/Motel Tax

City Hotel Tax & Main Street Assoc		2022-2023 Budget
Income		
CITY OF STARKVILLE		340,000.00
Total Income		\$ 340,000.00
Expenses		
OPERATING		167,679.00
GROUP & CONVENTION RECURITMENT		33,000.00
MAIN STREET ASSOCIATION		25,000.00
DUES - TOURISM MEMBERSHIPS		21,600.00
LEGAL & PROFESSIONAL		2,500.00
FILM		2,000.00
PARTNER TRAINING		1,000.00
DESTINATION DEVELOPMENT		80,000.00
RETIREMENT DEVELOPMENT		5,000.00
Total Expenses		\$ 337,779.00
Net Income		\$ 2,221.00

2% Food & Beverage Tax (15%)

City of Starkville 2% Food & Beverage Tax		2022-2023 Budget
Income		
CITY OF STARKVILLE FOOD & BEV		380,000.00
Total Income		\$ 380,000.00
Expenses		
MARKETING/ADVERTISING/PROJECTS		303,600.00
PROFESSIONAL DEVELOPMENT		3,000.00
SPONSORED PROGRAMS & GRANTS		61,250.00
MSU_ORIENTATION		10,000.00
CONSULTING SERVICES		7,220.00
Total Expenses		\$ 385,070.00
Net Income		\$ (5,070.00)
Overall Net Income		\$ (2,849.00)



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Consideration of the advertising for Financial Advisor Services

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

NOTICE FOR REQUESTS FOR QUALIFICATIONS (RFQ)

The Starkville, Mississippi Board of Aldermen will receive by sealed submission Requests for Qualifications for:

FINANCIAL ADVISOR SERVICES

related to various bond issuances, including but not limited to general obligation bonds, bonds financed by special tax levy, revenue bonds, and Tax Increment Financing (TIF) bonds. Submissions shall be received at the City Clerk's Office, 110 West Main Street, Starkville, Mississippi, until 2:00 p.m., Monday, October 3, 2022, and then at said office publicly opened and acknowledged. All times listed herein are Central Standard Time.

Sealed Qualifications are to include requirements as stated in the RFQ for Financial Advisor Services. RFQ Packets can be viewed, downloaded or requested as follows:

1. Online at: www.cityofstarkville.org.
2. RFQ Packets may be obtained via e-mail or in person, at no charge, by contacting the Starkville City Clerk's office (662-323-2525) between the hours of 8:00 a.m. and 5:00 p.m. That office is located at 110 West Main Street, Starkville, Mississippi 39759.

Sealed RFQ submittals must be on file with the City Clerk prior to the opening date and time as stated above. Submittals must be sealed and clearly marked on the outside of the envelope **"RFQ for FINANCIAL ADVISOR SERVICES to be opened Monday, October 3, 2022."** Sealed envelopes not so marked are submitted at the risk of the prospective contractor and the City assumes no responsibility for the premature opening of same by any City employee. Sealed submittals sent through the U.S. Mail are done so at the risk of the prospective contractor and should be addressed to the City Clerk of Starkville, 110 West Main Street, Starkville, Mississippi 39759. The City is not responsible for submittals that arrive in the mail after the designated opening time. Sealed submittals may be delivered in person to the Office of the City Clerk located at 110 West Main Street, Starkville, Mississippi 39759 prior to the opening time as listed above.

SPECIAL NOTE: Sealed Qualifications are required which must include one (1) original (clearly marked as original), five (5) copies (clearly marked as copies), and one (1) USB Drive copy. No Electronic RFQ's will be accepted.

If the Clerk's office is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of qualifications at the advertised date and time, all submittals received shall be publicly opened and read aloud on the next business day that the Clerk's office shall be open and at the previously advertised time. The new date and time of the submittals opening, as determined in accordance with this paragraph, shall not be advertised, and all vendors/contractors, upon submission of a qualification submittal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Submittals shall be received by the agency until the new date and time of the submittal opening as set forth herein. The Clerk's office shall not be held responsible for the receipt of any submittals for which the delivery was attempted and failed due to the closure of the Clerk's office as a result of a Force Majeure Event. Each vendor/contractor shall be required to ensure the delivery and receipt of its submittal by the agency prior to the new date and time of the submittal opening.

The City expressly reserves the right to accept or reject any or all submittals or any part of any or all submittals based on its best submittal determination. RFQs may be held by the City for a period not to exceed thirty (30) days from the date of submittal for the purpose of reviewing and investigating the qualifications of submitter, prior to awarding of a contract.

By Order of the Board of Aldermen, adopted this the 20th day of September, 2022.

Lesa Hardin,
Starkville City Clerk

By:_____

(SEAL)

Publication Dates: Friday, September 23, 2022
Friday, September 30, 2022

REQUESTS FOR QUALIFICATIONS (RFQ)

The Board of Aldermen of Starkville, Mississippi, will receive Sealed Requests for Qualifications (RFQs) at the City Clerk's Office located at 110 West Main Street, Starkville, Mississippi until the hour of 2:00 p.m. on Monday, October 3, 2022, to provide Financial Advisor Services related to various bond issuances, including but not limited to general obligation bonds, bonds financed by special tax levy, revenue bonds, and Tax Increment Financing (TIF) bonds.

The Financial Advisor is to provide advice and professional recommendations to the City of Starkville for capital financing and provide Financial Advisor Services related to the issuance of one or more series of bonds in amounts up to \$15 million per series.

INTENT

The Starkville Board of Aldermen are soliciting Requests for Qualifications (RFQs) from interested qualified professionals to provide strategic financial planning; analysis of market conditions; recommended investments of bond proceeds; and provide recommendations to the Starkville Board of Aldermen for financing of programs established for the City. The City reserves the right to accept or reject any or all proposals for any reason it finds to be in the best interest of the City.

SCOPE OF SERVICES

Services to be provided by the Financial Advisor may include, but are not limited to, the following:

- Direction and coordination of all programs of financing related to the issuance of bonds as describe above.
- Advise the Starkville Board of Aldermen of current bond market conditions.
- Recommend method of sale of debt instruments.
- Advise publications of forthcoming sales.
- Arrange for reports of independent consultants.
- Recommend as to the advisability of obtaining credit ratings and coordinate preparation and submission of information to rating agencies.
- Coordinate, prepare and submit required information to recognized bond insurance companies for insurance qualifications.

- Coordinate efforts for delivery of debt instruments and preparation and verification of closing figures.
- Maintain liaison with Bond Counsel and Municipal Counsel in preparation of legal documents and the bond validation process.
- Consult in selection of paying agent/registrar.
- Print all debt instruments.
- Deliver schedule of annual debt requirements on debt instruments.
- Attend City meetings as requested.
- Advise of changes in Federal and State laws and regulations.
- Advise and assist in exercising any call and/or refunding.
- Advise and assist in the development of long-range financing plan(s).
- Provide all financing planning services as requested.
- Testify in litigation as requested.
- Make recommendation on matters of credit enhancement.

STATEMENT OF QUALIFICATIONS

The Respondent shall provide a description of the history and background of the firm, identification of the services currently being provided to government entities in Mississippi and other information relevant to the provision of Financial Advisor Services to the issuance of bonds as described above. Please provide the following information:

1. General Information about the firm.
 - a. Name, address, and telephone number of the firm
 - b. History of the firm
 - c. List names and titles of the individual within the firm who will be directly responsible for Financial Advisor Services.
 - d. Information pertaining to the firm's compliance with licensing and other requirements.
2. References – List of at least three (3) references for which similar services have been provided.

3. Identify personnel to be assigned responsibility for administering the account (provide resume' and location for the individual representatives that the firm will assign to the account).
4. List the experience of the individuals assigned to the account and placement of debt instruments. Please list the work performed, including the dollar amount of the debt issue or other financing. Please include the names, addresses, and telephone numbers of contact persons.
5. Additional Services – Describe any other service or experience of the firm, which you deem beneficial in acting as Financial Advisor to the Starkville Board of Aldermen.
6. Attach a copy of Financial Advisor Services contract proposed by your firm without fee information.

RECEIPT OF REQUESTS FOR QUALIFICATIONS

If your firm is interested in being considered for Financial Advisor Services for the City of Starkville, your RFQ submittal must be received no later than 2:00 p.m. on October 3, 2022, at the office of the City Clerk, 110 West Main Street, Starkville, MS 39759.

Sealed Qualifications are required which must include one (1) original (clearly marked as original), five (5) copies (clearly marked as copies) and one (1) USB Drive copy. No electronic qualifications will be accepted. All qualifications must be sealed and clearly marked on the outside of the envelope as indicated: **RFQ for FINANCIAL ADVISOR SERVICES; to be opened on October 3, 2022.** Sealed qualifications not so marked are submitted at the risk of the prospective Vendor/Contractor and the City assumes no responsibility for the premature opening of same by any City employee.

Sealed RFQ's sent through the U.S. Mail are done so at the risk of the prospective bidder and should be addressed to the City Clerk, 110 West Main Street, Starkville, Mississippi 39759. The City is not responsible for bids that arrive in the mail after the designated opening time.

ADDITIONAL INFORMATION

RFQ's submitted may be held by the City for a period not to exceed thirty (30) days from the date of opening of qualifications for the purpose of reviewing the qualifications and investigating the qualifications of the administrator prior to awarding the contract.

The City reserves the right to waive or reject any and all proposals or any and all irregularities or informalities in said qualifications, to accept the offer considered most advantageous to Starkville, or to decline all offers.

The City of Starkville is an equal opportunity employer.

RFQ Packets can be viewed, downloaded or requested as follows:

1. Online at: www.cityofstarkville.org.
2. Via e-mail or in person, at no charge, by contacting the Starkville City Clerk's office (662-323-2525) between the hours of 8:00 a.m. and 5:00 p.m. That office is located at 110 West Main Street, Starkville, Mississippi 39759.

The Starkville Board of Aldermen reserves the right to reject, in whole or in part, any and all qualifications received by reason of this RFQ. The Starkville Board of Aldermen reserves the right to waive informalities. The Starkville Board of Aldermen will neither pay for any information herein requested nor be responsible for any costs incurred by the proposer. All qualifications shall become the property of the City of Starkville upon submission. The Starkville Board of Aldermen reserves the right to negotiate final price subsequent to the submission of qualifications from the selected qualified proposers.

SELECTION CRITERIA

The following criteria shall be used as a basis for the selection of Financial Advisor Services:

Points

- | | |
|-------------------------------|----|
| • Experience of Personnel | 40 |
| • Capacity to perform | 20 |
| • References | 20 |
| • Familiarity with Starkville | 20 |

TOTAL 100

The Selection Committee will open and review each proposal and recommend a list of firms that are qualified to complete the work and are rated highest to the Starkville Board of Aldermen for consideration. The Board of Aldermen shall have the final determination regarding the firm(s) with which to negotiate a contract to complete this work. The Board of Aldermen reserves the right to reject any and all proposals and/or to negotiate this professional services contract directly with any firm submitting any proposal.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DECLARING THE INTENTION TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, TO ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR TO ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, AND FOR A TERM OF ANY INDIVIDUAL SERIES NOT TO EXCEED 30 YEARS, TO PROVIDE FUNDS FOR THE AUTHORIZED PURPOSES; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

1. "Act" shall mean Senate Bill 3012, as approved by the Legislature of the State of Mississippi (the "Legislature" of the "State") in its Regular Session 2018 and signed by the Governor (the "Governor") of the State on March 27, 2018, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the "Authority Act"), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), and other applicable laws of the State (together, the "Act").
2. "Special Tax Authorized Purpose" shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.
3. "General Municipal Improvements Authorized Purpose" shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and

improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

4. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the “Special Sales Tax”) for the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality.
5. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy of the resolution to the Mississippi Department of Revenue.
6. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.
7. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.
8. Pursuant to the Act, the Mississippi Development Bank (the “Bank”) has previously issued its \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series 2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond) (together, the “Series 2020 Bonds”).
9. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the “Authorized Purposes”), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the “Bonds”), issuing a general obligation bond of the Municipality (the

“Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”), or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), all in the maximum aggregate principal amount of \$15,000,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

10. The proceeds of the Special Sales Tax is sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Loan, on a parity with the Series 2020 Bonds.
11. The Municipality is authorized by the Municipal Improvements Act to issue the Bonds, the Qualified Obligation, or the Loan for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Loan to provide funds for the General Municipal Improvements Authorized Purpose.
12. The Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.
13. The Municipality reasonably expects that it will incur expenditures for the Authorized Purposes for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, and that it should declare its official intent to reimburse its general fund or special tax fund for all or a portion of such expenditures of the Authorized Purposes made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MUNICIPALITY AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the provisions of the Act.

SECTION 2. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Authority Act and the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, or enter into the Loan with the Bank pursuant to the the Authority Act, the Municipal Improvements Act, and the Bank Act, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, all in the maximum aggregate principal amount of \$15,000,000, for the Authorized Purposes.

SECTION 3. The Bonds, the Qualified Obligation, or the Loan, may be issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years, and, if issued, may be payable from legally available revenues of the Municipality, including the Special Sales Tax, provided that the Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.

SECTION 4. The Bonds and the Qualified Obligation may be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds or the Qualified Obligation according to the terms thereof; provided, however, that the Bonds and the Qualified Obligation issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, November 1, 2022, at 5:30 p.m. Pursuant to the Act, if a petition signed by not less than 10% of the qualified electors of the Municipality, or 1,500, whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of 2 years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least 3 consecutive weeks in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than 21 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than 7 days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan.

SECTION 7. The City Clerk is hereby directed to procure from the publisher of the *Starkville Daily News* the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse the Municipality's general fund or special tax fund for expenditures made for the Authorized Purposes prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 9. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds, the Qualified Obligation, or the Loan.

SECTION 10. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein. All resolutions in conflict with this resolution are hereby amended and repealed, but only to the extent of any such conflict. For cause, this resolution shall become effective immediately upon its adoption.

Following the reading of the foregoing resolution and discussion thereof, Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: _____
Alderman Mike Brooks	voted: _____
Alderman Ben Carver	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman Jeffrey Rupp	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, September 20, 2022.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Publication Instructions:

Starkville Daily News

October 5, 2022; October 12, 2022; October 19, 2022; and October 26, 2022



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Consideration of the approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, authorizing the engagement of certain professionals to assist with the authorization, issuance, sale, validation, and delivery of the proposed general obligation public improvement bonds of the municipality, a general obligation public improvement bond of the municipality for sale to the Mississippi Development Bank, or a loan from the Mississippi Development Bank to the municipality, all in the maximum aggregate principal amount of \$15,000,000, in one or more federally taxable or tax-exempt series, for improvements to the City's parks and for related matters

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, AUTHORIZING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE AUTHORIZATION, ISSUANCE, SALE, VALIDATION, AND DELIVERY OF THE PROPOSED GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR A LOAN FROM THE MISSISSIPPI DEVELOPMENT BANK TO THE MUNICIPALITY, ALL IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$15,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES; AND FOR RELATED MATTERS.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “Municipality”), acting for and on behalf of the Municipality, hereby finds, determines, adjudicates, and declares as follows:

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

1. “Act” shall mean Senate Bill 3012, as approved by the Legislature of the State of Mississippi (the “Legislature” of the “State”) in its Regular Session 2018 and signed by the Governor (the “Governor”) of the State on March 27, 2018, and by House Bill No. 1565, as approved by the Legislature in its Regular Session 2019 and signed by the Governor on April 3, 2019 (together, the “Authority Act”), Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the “Municipal Improvements Act”), Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the “Bank Act”), and other applicable laws of the State (together, the “Act”).
2. “Special Tax Authorized Purpose” shall mean providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality and for related purposes as authorized by the Authority Act, and to pay the principal of and interest on bonds issued pursuant to the Authority Act.
3. “General Municipal Improvements Authorized Purpose” shall mean providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other

recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years.

4. On November 6, 2018, the Governing Body adopted a resolution stating its intent to levy an additional 1% economic development, tourism, and convention tax on the gross income of restaurants derived from retail sales of prepared food, alcoholic beverages, and nonalcoholic beverages, and from gross income derived from lodging at hotels and motels within the Municipality (the “Special Sales Tax”) for the “construction, maintenance, operation, and promotion of recreation and sports tournament facilities” within the Municipality.
5. On April 16, 2019, the Governing Body adopted a resolution calling for a special election on the issue of levying the Special Sales Tax for the Special Tax Authorized Purpose. After adoption of the resolution of April 16, 2019, and publication of notice of such election pursuant to the Authority Act, the citizens of the Municipality approved the aforesaid tax levy by election on May 30, 2019. On June 4, 2019, the Governing Body adopted a resolution calling for the levy of the Special Sales Tax beginning on August 1, 2019, and forwarded a copy of the resolution to the Mississippi Department of Revenue.
6. Pursuant to the Authority Act, the proceeds of the Special Sales Tax shall not be considered as general fund revenues but shall be dedicated to and expended solely for the Special Tax Authorized Purpose.
7. Pursuant to the Authority Act, the Governing Body is authorized to issue general obligation bonds of the Municipality or incur other indebtedness in an aggregate principal amount that is not in excess of an amount for which debt service is capable of being funded by the proceeds of the Special Sales Tax. The general obligation bonds issued pursuant to the Authority Act shall not be included in the limitation on indebtedness imposed in the Municipal Improvements Act or any other limitation on indebtedness of the Municipality.
8. Pursuant to the Act, the Mississippi Development Bank (the “Bank”) has previously issued its \$14,130,000 Special Obligation Bonds, Series 2020 (Starkville, Mississippi, Parks and Recreation General Obligation Bond Project), dated and issued April 22, 2020, and its \$9,835,000 Special Obligation Bonds, Series 2020B (Starkville, Mississippi, Parks and Recreation Project General Obligation Bond) (together, the “Series 2020 Bonds”).
9. Pursuant to the Act, the Municipality is authorized to undertake activities for the General Municipal Improvements Authorized Purpose and the Special Tax Authorized Purpose (together, the “Authorized Purposes”), and to provide for the payment of the costs thereof, or any portion of such costs, by issuing general obligation bonds of the Municipality (the “Bonds”), issuing a general obligation bond of the Municipality (the “Qualified Obligation”) for sale to the Mississippi Development Bank (the “Bank”), or entering into a loan agreement and obtaining a loan from the Bank (the “Loan”), all in the maximum

aggregate principal amount of \$15,000,000, issued in one or more federally taxable or tax-exempt series, and for a term of any individual series not to exceed 30 years.

10. The proceeds of the Special Sales Tax is sufficient to pay the debt service on the Bonds, the Qualified Obligation, or the Loan, on a parity with the Series 2020 Bonds.
11. The Municipality is authorized by the Municipal Improvements Act to issue the Bonds, the Qualified Obligation, or the Loan for the purpose of providing funds for the General Municipal Improvements Authorized Purpose. It is necessary and in the public interest to issue the Bonds, the Qualified Obligation, or the Loan to provide funds for the General Municipal Improvements Authorized Purpose.
12. The Bonds, the Qualified Obligation, or the Loan shall be on a parity of payment with the revenues of the Special Sales Tax with the Series 2020 Bonds.
13. The Municipality desires to go forward with preparation for the authorization, issuance, sale, validation, and delivery of the Bonds, the Qualified Obligation, or the Loan for the Authorized Purposes prescribed by the Act, and desires to approve the engagement of certain professionals to assist with the authorization, issuance, sale, validation, and delivery of the Bond, the Qualified Obligation, or the Loan for the Authorized Purposes prescribed by the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE MUNICIPALITY AS FOLLOWS:

SECTION 1. The officials of the Municipality and the professionals herein engaged are hereby authorized to proceed with the preparation for the authorization, issuance, sale, validation, and delivery of the Bonds, the Qualified Obligation, or the Loan in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. The Governing Body hereby authorizes and approves the engagement of the law firm of Watkins & Eager PLLC, Jackson, Mississippi, to serve as bond counsel for the Municipality (the “Bond Counsel”) in connection with the authorization, issuance, sale, validation, and delivery of the Bonds, the Qualified Obligation, or the Loan, and authorizes the Mayor to execute the letter of engagement attached hereto as **Attachment A**.

SECTION 3. The Governing Body hereby affirms the engagement of Christopher J. Latimer, Esq., of Mitchell, McNutt & Sams, Starkville, Mississippi, to serve as counsel for the Municipality (the “Counsel for the Municipality”) in connection with the authorization, issuance, sale, validation, and delivery of the Bonds, the Qualified Obligation, or the Loan.

SECTION 4. The Municipality by subsequent resolutions of the Governing Body shall take such actions as may be necessary to specify the terms and conditions of the authorization, issuance, sale, validation, and delivery of the Bonds, the Qualified Obligation, or the Loan.

SECTION 5. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal

or invalid provision or provisions had not been contained herein.

Following the reading of the foregoing resolution and discussion thereof, Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Hamp Beatty	voted: _____
Alderman Mike Brooks	voted: _____
Alderman Ben Carver	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderman Jeffrey Rupp	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, September 20, 2022.

City of Starkville, Mississippi

Mayor

ATTEST:

City Clerk

(seal)

Attachment A

Letter of Engagement for Bond Counsel

BRAD C. DAVIS
DIRECT DIAL: (601) 965-1988
EMAIL ADDRESS:
bdavis@watkinseager.com

September 20, 2022

Christopher J. Latimer, Esq.
Mitchell McNutt & Sams, PA
1216 Van Buren Avenue
Oxford, Mississippi 38655

RE: \$15,000,000 General Obligation Parks and Recreation Improvements Bonds, Series 2022
City of Starkville, Mississippi

Dear Chris:

This letter will confirm the selection by the City of Starkville, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Bond Counsel with respect to the above-referenced bonds proposed to be issued by the Municipality (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities as Bond Counsel to the Municipality and be compensated by you for performing in such role.

The proceeds of the Bonds are expected to be used for the purpose of (i) providing funds to acquire real property and constructing, equipping, owning, operating, leasing, furnishing, maintaining, and marketing new and existing sports tournament and recreational facilities of the Municipality; (ii) providing funds for the purpose of erecting municipal buildings, auditoriums, community centers, gymnasiums, and athletic stadiums, preparing and equipping athletic fields, and purchasing buildings or land therefor, and for repairing, improving, adorning, and equipping the same; erecting or purchasing waterworks, gas, electric, and other public utility plants or distribution systems or franchises, and repairing, improving, and extending the same; establishing sanitary, storm, drainage, or sewerage systems, and repairing, improving, and extending the same; protecting the Municipality, its streets, and sidewalks from overflow, caving banks, and other like dangers; constructing, improving, or paving streets, sidewalks, driveways, parkways, walkways, or public parking facilities, and purchasing land therefor; purchasing land for parks and public playgrounds, and improving, equipping, and adorning the same, including the constructing, repairing, and equipping of swimming pools and other recreational facilities; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect, or guide the current thereof; purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; purchasing machinery and equipment which have an expected useful life in excess of 10 years; (iii) funding a capitalized interest account, if necessary; and, (iv) paying the costs of the authorization, issuance, sale, validation, and delivery of the Bonds (together, the "Project").

Scope of Engagement and Duties to Be Performed

As Bond Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Bonds, the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi income tax purposes. Assuming that no legal impediments to the issuance of the Bonds become apparent, we would contemplate furnishing to the Municipality and the financial institution purchasing the Bonds (the “Purchaser”) our approving opinion as to the validity of the Bonds, which opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the “Closing”), and will be based on facts and law existing as of its date. Upon delivery of the opinion with respect to the original issuance of the Bonds, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In addition to rendering our approving opinion upon authorizing issuance of the Bonds, we will draft or review the basic legal documents required for authorization, securing, issuing, and sale of the Bonds, including the Bond Resolution of the Municipality, the Notice of Bond Sale, and all related proceedings of the Municipality, including resolutions which might be required. We will coordinate with the counsel to the Municipality to undertake validation proceedings under the laws of the State of Mississippi. We will also prepare or furnish the incidental closing documents (excepting those customarily prepared or furnished by the Municipality or Purchaser or their respective counsel), including various certificates to be signed by the Municipality, and the form of opinion which will be required from the Municipality’s counsel.

In addition, in connection with the delivery of our opinion, we may require that the proceedings for the issuance of such Bonds include other items, including the following:

- (a) an opinion of the Municipality’s counsel addressing the authorization of the issuance of the Bonds and the execution of the related documents, and other matters normally covered by an opinion of counsel to the Municipality in similar financings;
- (b) certificates from the Municipality’s officials dealing with financial condition, litigation, regulatory approval, due authorization, and various factual matters;
- (b) certificates from appropriate officials of the Municipality dealing with incumbency, due authorization, and litigation; and
- (c) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth of facts certified as true by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine.

We assume that we will have the full cooperation of the Municipality, the Purchaser, appropriate officials of the Municipality, and any others necessary to successfully complete this financing, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Compensation and Reimbursement

We propose that our fee be determined in consultation and negotiation with Municipality, to include the standard State Bond Attorney fee, with such fee to be based upon (i) the terms, structure, size, and schedule of the financing which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we devoted to the financing, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to any fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

Documents and Files

Subsequent to the Closing, we will provide you with a copy of the Closing transcript relating to the issuance of the Bonds. In addition, any documents or related materials which you have provided to us in connection with our participation in the transaction will be returned to you at your request. All other documents, materials, and work product of any kind shall constitute our own files and property and will be retained or discarded at any time at our sole discretion.

Waiver of Conflict

From time to time this firm represents client, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as Bond Counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering on or more opinions with respect to the Bonds) and our representation of other clients,

in unrelated matters as described above, and we have concluded that the performance of our responsibilities as Bond Counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Miscellaneous

Once the Bonds are issued, our engagement as Bond Counsel will be completed. Except the completion and distribution of the transcripts, we will have no further obligations as Bond Counsel with regard to the Bonds.

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,

Watkins & Eager PLLC

Accepted and agreed to this day, _____, 2022.

City of Starkville, Mississippi

By: _____

Name: _____

Title: _____



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: September 20, 2022
PAGE: Page 1 of 9

SUBJECT:

Discussion and consideration of FP 22-01 a request for Final Plat approval for “Country Club Estates PH 3E” located on north eastern side of the Country Club Estates subdivision in a SD-2 zoning district with parcel number #106 -14-013.00

SUMMARY:

The applicant Pritchard Engineering on behalf of Frank Jones Construction for the “Country Club PH 3E” subdivision. This is the final phase of the Country Club Estates Subdivision. The Preliminary Plat was approved by the Board of Aldermen on August 15, 2017 with 13 conditions of approval. The gross acreage of this phase is +/- 10.65 with a total of 19 lots. The proposed gross density is 1.78 lots per acre.

On September 13, 2022 the Planning and Zoning Commission unanimously recommended approval with the following conditions:

1. The minimum finished floor elevations on all lots that abut or border the storm water management areas shall be required to have finished floor elevations a minimum of one (1) foot above the maximum elevation of the street(s) adjacent to said lot.
2. The covenants shall be revised to the satisfaction of the City Attorney and City Engineer prior to Board of Aldermen approval.

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or d.havelin@cityofstarkville.org

SUGGESTED MOTION:

Move approval of FP 22-01 a request for Final Plat approval for “Country Club Estates PH 3E” with the two 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)
Subject: Discussion and consideration of FP 22-01 a request for Final Plat approval for "Country Club Estates PH 3E" located on north eastern side of the Country Club Estates subdivision in a SD-2 zoning district with parcel number #106 -14-013.00
Date: September 13, 2022

The purpose of this report is to provide information regarding Final Plat request by Willis Owens of Pritchard Engineering on behalf of Frank Jones Construction for the "Country Club PH 3E" subdivision. Please see attachments 1- 4.

BACKGROUND INFORMATION

- The Preliminary Plat was originally approved by the Board of Aldermen on May 20, 2014. The Preliminary Plat was reapproved on June 16, 2015 with conditions and on September 6, 2016 with conditions. The final reapproval of the preliminary plat by the Board of Aldermen occurred on August 15, 2017 with conditions. The following conditions were attached to the preliminary plat:
 1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
 2. The preliminary plat shall meet the minimum requirements for R-4 zone dimensions.
 3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
 4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
 5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & of the City of Starkville's Code of Ordinances
 6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
 7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
 8. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.

9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
 10. Covenants restricting the placement of any fence within drainage Easements.
 11. Drainage swales/linear basins to be designed to the satisfaction of the City Engineer and approval of the Board of Aldermen.
 12. Document outlining ownership and maintenance responsibilities of storm drainage system to the satisfaction of the City Attorney, City Engineer and Community Development Director.
 13. The name Augusta Lane must be changed to something that can be accepted by E-911.
- The Development Review Committee reviewed the Final Plat on February 3, 2022 and comments were issued in MyGov permitting software.

GENERAL INFORMATION

- The proposed subdivision phase is located at north eastern side of the Country Club Estates subdivision in a SD-2 zoning district. The zoning district at the time of application for Preliminary Plat was R-4. The zoning designation was changed with the adoption of the Unified Development Code and Official Zoning Map in December of 2019.
- The gross acreage of this phase is +/- 10.65 with a total of 19 lots. The proposed gross density is 1.78 lots 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.
- Potable water and sanitary sewer utility services will be provided by Starkville Utilities.
- Electrical service is provided by 4 County Electric.
- Staff has reviewed the proposed covenants and they 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, therefore no adversely effected parties.

FINAL PLAT INFORMATION

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

- If the final plat approval is recommended conditionally, the conditions and reasons therefore shall be stated, and if necessary, the 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

The current zoning is SD-2. Below is information pertaining to a SD-2 zoning district:

Detached and Attached Duplex Dwelling	
A. Lot Dimensions	SD-2
A1 Lot size per unit in sq. ft (min.)	17500
A2 Lot width (min.)	100'
A3 Lot width at corner (min.)	100'
B. Principal Building Setbacks	
B1 Front setback	30' or infill standards
B. Principal Building Setbacks (cont.)	
B2 Side setback (min.)	10' or infill standards
B3 Side setback corner lot (min.)	30'
B4 Rear setback (min.)	25'
B5 Rear setback adjacent to street or alley (min.)	30'
C. Accessory Dwelling Unit/Structure Setbacks	
C1 Front setback	Behind rear wall of principal building
C2 Side setback	5' min
C3 Side setback corner lot (min.)	30'
C4 Rear setback	5', minimum of 10' from any structure
C5 Rear setback adjacent to alley for garages (min.)	20'
C6 Structures housing livestock (min.)	N/A
D. Parking Setbacks	
D1 From primary street	See infill standards
E. Height	
E1 Principal building(s) (max)	35', 2.5 story

E2 Accessory Dwelling Unit(s)/Structure(s) (max)	Less than principal building
E3 Accessory structure agricultural use	15'

F. Pedestrian Access

F1 Street-facing primary entrance along street	yes
--	-----

The zoning at the time the Preliminary Plat was approved was R-4. Below is information pertaining to a R-4 zoning district:

Sec. F. - R-4 residential zoning regulations.

These [R-4 residential] districts are intended to be composed mainly of zero lot line and cluster development type single-family dwellings, with duplex and three- and four-family dwellings also permitted. Mobile home parks and mobile home subdivisions are also permitted under certain special conditions. Appropriate residential support facilities are provided for along with certain yard and area standards to protect the open character of the district. [The following regulations apply to R-4 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a) Minimum lot area, one-family dwelling: 3,200 square feet.
 - b) Minimum lot width at building line: 34 feet.
 - c) Minimum depth of front yard: 25 feet.
 - d) Minimum width of side yard (only one required): Ten feet.
 - e) Minimum depth of rear yard: 20 feet.
 - f) Maximum height of structure: 45 feet.
 - g) Minimum distance between buildings: Ten feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

ANALYSIS

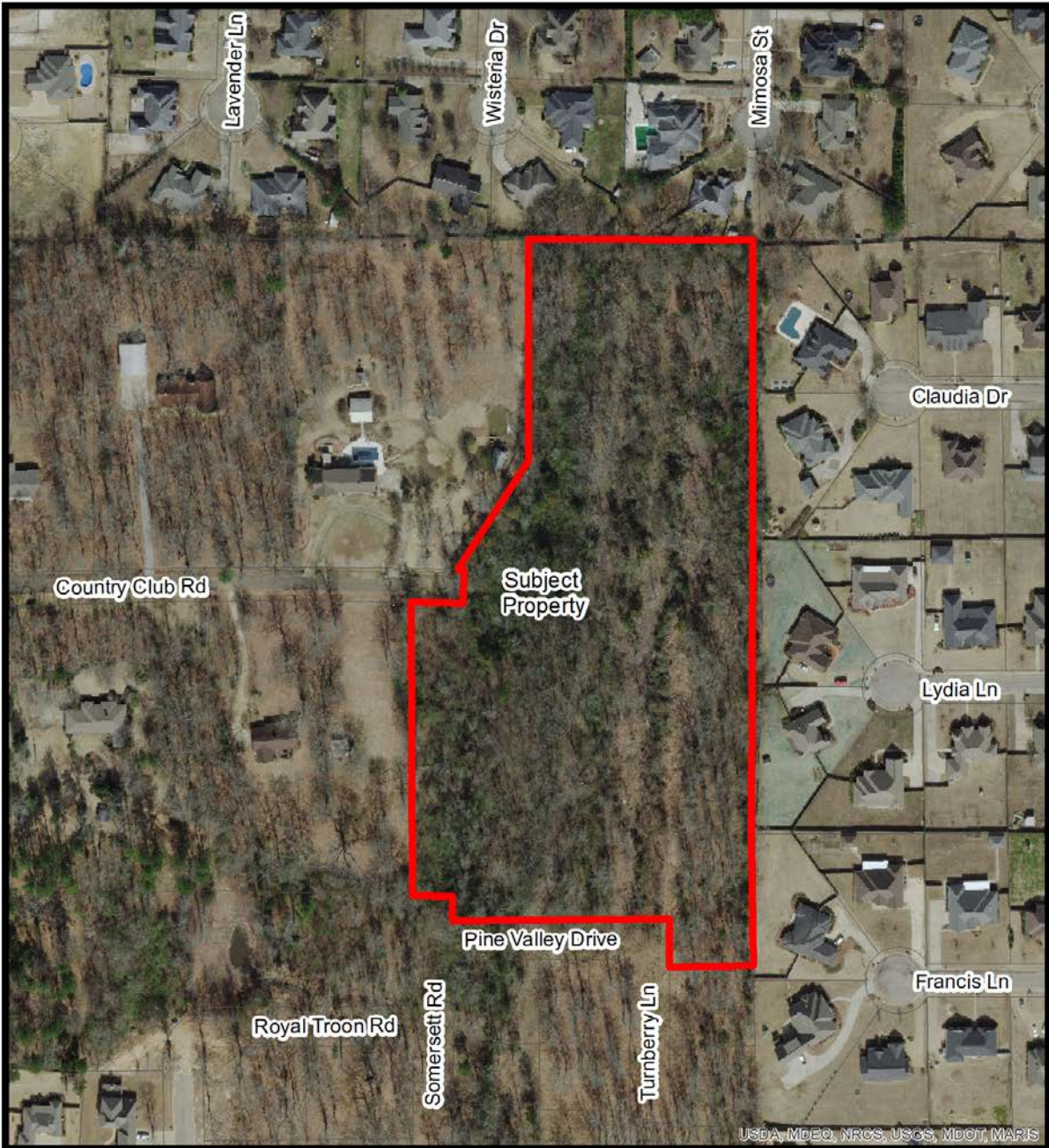
In the opinion of the City Staff the proposed Final Plat request could meet the requirements of Section 3.12 of the Unified Development Code.

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:

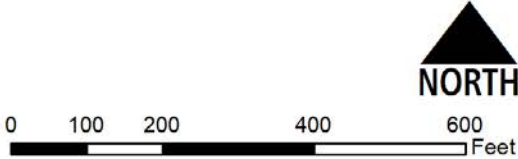
1. The minimum finished floor elevations on all lots that abut or border the storm water management areas shall be required to have finished floor elevations a minimum of one (1) foot above the maximum elevation of the street(s) adjacent to said lot.

Attachment 1
FP 22-01 Aerial

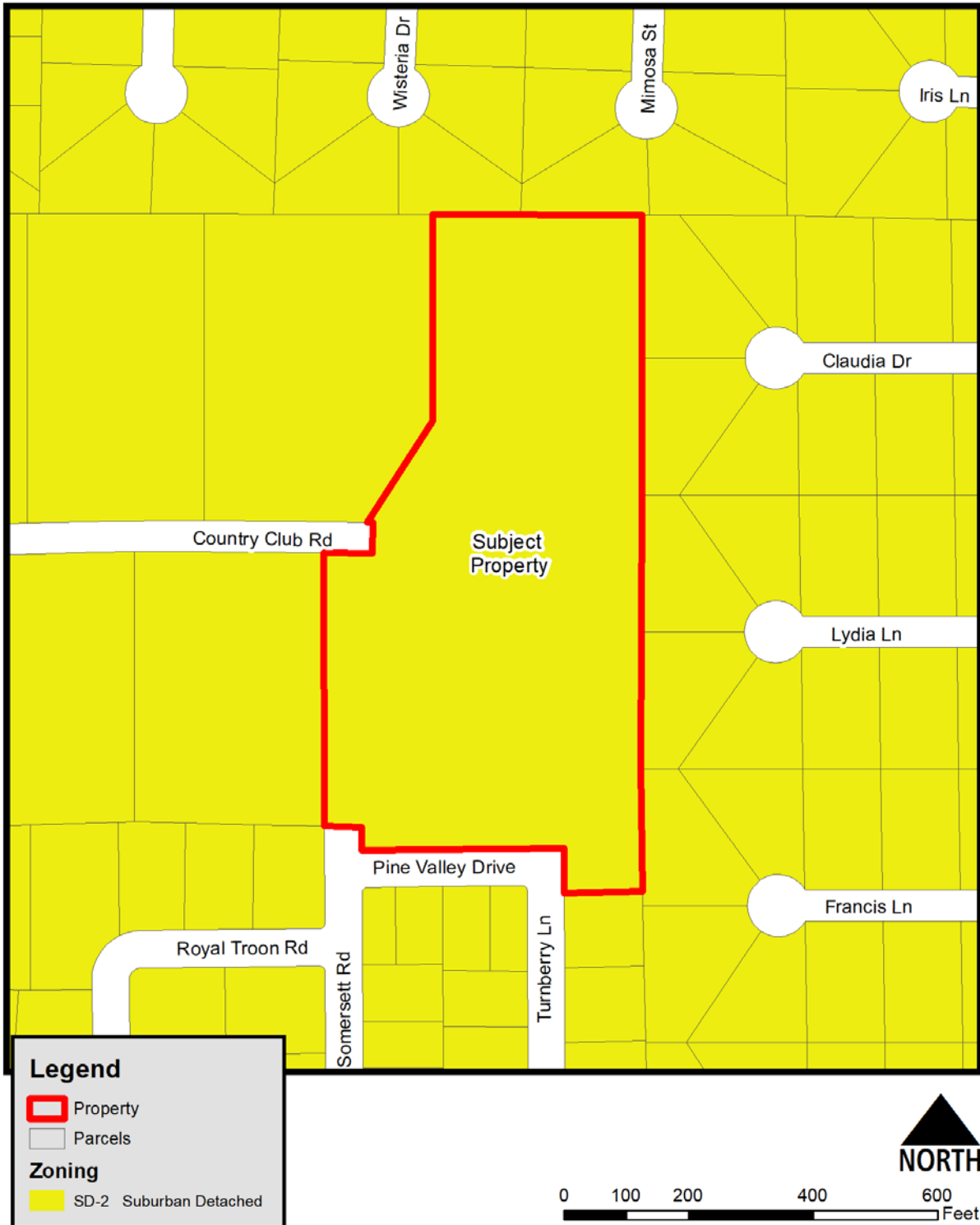


Legend

-  Property
-  Parcels

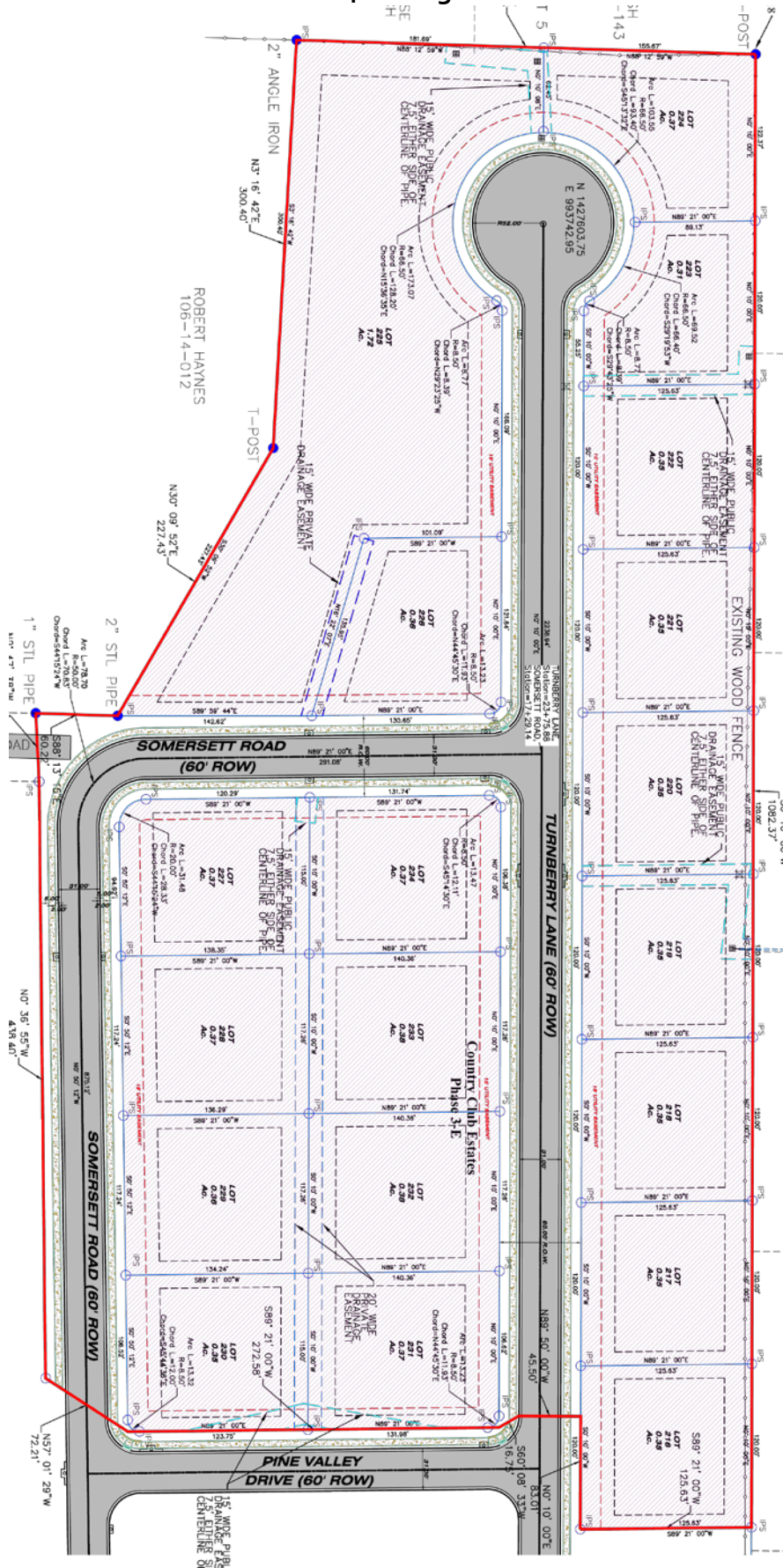


Attachment 2
FP 22-01 Zoning



[illegible]

11





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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 09-20-22
PAGE:

SUBJECT: Approval of Garver, LLC as the preferred consultant to provide preliminary engineering and environmental services for the Stark Road and Hospital Road Extension project and authorization for the Mayor to negotiate an engineering consultant contract in accordance with Mississippi procurement procedures.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering Dept

DIRECTOR'S

AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT: Mayor Spruill or Chris Williams

A request for Statements of Qualifications (SOQs) for the planning, preliminary engineering, and environmental evaluation of the Stark Road and Hospital Road Extension project was advertised on July 6, 2022. Three SOQs were received from the following firms:

Garver, LLC
Kimley-Horn & Associates
Volkert, Inc.

The City of Starkville Consultant Selection Committee met on September 9, 2022 to review the submitted proposals.

Based on this review, the highest ranking SOQ meeting the necessary requirements was submitted by Garver, LLC. The selection committee recommends proceeding with approval of Garver as the preferred consultant and to begin negotiations with that firm to provide preliminary engineering and environmental services.

A copy of each proposal and the full scoresheets are available for viewing in the City Clerks office.

SUGGESTED MOTION: Move to approve Garver, LLC as the preferred consultant to provide preliminary engineering and environmental services for the Stark Road and Hospital Road Extension project and authorization for the Mayor to negotiate and execute an engineering consultant contract in accordance with Mississippi procurement procedures.



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 9.13.2022
PAGE: 1

SUBJECT: Consideration of the design services proposal from Dalhoff Thomas Design Studio for the Cornerstone Boulevard Landscaping Project and authorizing the Mayor to execute the contract.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DIRECTOR'S

DEPARTMENT: Engineering Department/ Parks Dept **AUTHORIZATION:** Cody Burnett

FOR MORE INFORMATION CONTACT: Chris Williams

This is a design proposal for the associated landscaping and irrigation for the Cornerstone Boulevard Landscaping Project at Highway 25.

The final design of the entrance will be presented to the Board prior to advertising for bids.

SUGGESTED MOTION: Move for approval to accept the design services proposal from Dolhoff Thomas Design Studio for the Cornerstone Entrance Landscaping and authorizing the Mayor to execute the contract.

September 12, 2022

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

**RE: PROFESSIONAL SERVICES AGREEMENT
CORNERSTONE ENTRANCE LANDSCAPE
STARKVILLE, MISSISSIPPI**

Dear Mayor Spruill:

We appreciate the opportunity to be part of your Design Team, and to submit this proposal to provide the following professional design services for the above-mentioned Property. *Dalhoff Thomas design studio* (DT design studio) can provide a full range of planning and design services needed to complete the proposed tasks of this proposal.

The different phases or components of our design services for this project have been delineated so that we both understand the scope of services to be provided, along with the cost for those services. DT design studio can perform all components of this proposal, and if other services are requested, a cost for those additional services can be provided at the time requested.

Landscape Architectural services are lump sum based on the scope of work outlined hereinafter. This proposal does not include expenses such as filing fees, recording fees, fee for subdivision or zoning notification packets, if required, and actual expenses incurred directly in connection with the project: printing, copying, mileage, and delivery services. These costs shall be reimbursable expenses not included in the lump sum and are to be paid by the Contracting Party. A 15% processing fee shall be added to all reimbursable expenses.

SERVICES INCLUDED

I. CONSTRUCTION DOCUMENTS

A. Site Elements

1. Crosswalk paving
2. Road striping
3. Signage location
4. Fencing

B. Landscape Plans

1. Location and quantity of plants
2. Plant schedule with species, quantity, and installation size
3. Landscape details and specifications

C. Irrigation Plans

1. Sprinkler Head Plan indicating location and system schedule indicating equipment and sprinkler head types
2. Piping Plan
3. Irrigation Detail and Specifications

D. Coordination with other Project Consultants

E. Coordination with City of Starkville Engineering

F. Cost Estimating and Phasing

Cost for Construction Documents services..... \$ 9,950.00

II. CONSTRUCTION ADMINISTRATION (if needed)

Cost for Construction Administration HOURLY AS REQUESTED

SUMMARY OF FEES

I. Construction Documents.....	\$ 9,950.00
II. Construction Administration.....	<u>\$ HOURLY</u>
Total Cost for Lump Sum Services	\$ 9,950.00

The hourly services rates for this project are as follows:

Principal	\$ 180.00/hr.
Senior Associate/Planner/Landscape Architect.....	\$ 150.00/hr.
Planner/Landscape Architect.....	\$ 115.00/hr.
Planner/Landscape Designer	\$ 80.00/hr.
Clerical	\$ 45.00/hr.

Please note that hourly rates are subject to change with 30 days prior written notice.

Services Not Included:

1. Surveying
2. Site Lighting Plans

This proposal represents the entire understanding between you and us in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this Letter Agreement in the designated space below. Please note that by signing this agreement, you are also agreeing to the attached Terms and Conditions (Attachment 'A'), unless other Terms and Conditions have been signed by both parties.

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,
Dalhoff Thomas design studio



Dean Thomas, PLA, CLARB, ASLA
Principal



Sam Henry, PLA, CLARB, ASLA
Senior Associate

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

APPROVAL BY: _____
(Signature)

(Date)



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 09/20/2022
PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2021 – 2022 Budget

FISCAL NOTE: Total Claims for the FY 22 Claims Docket Ending August 20,2022 is \$2,285,268.00
Of which the claims amount for Starkville Utilities is \$1,497,526.46

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of September 14, 2022 for fiscal years ending 09/30/22, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
KRONOS	11922616	06/08/2022	PAYROLL	001-000-054-205	958.25
KRONOS	11916195	06/23/2022	PAYROLL	001-000-054-205	657.08
CADENCE /ELAN VISA	INV0035504	08/24/2022	INDEED AUGUST 2022	001-000-053-206	112.14
CADENCE /ELAN VISA	INV0035504	08/24/2022	INDEED AUGUST 2022	001-000-054-205	82.70
CADENCE /ELAN VISA	INV0035503	08/31/2022	INDEED AUGUST 2022	001-000-053-206	37.50
CADENCE /ELAN VISA	INV0035503	08/31/2022	INDEED AUGUST 2022	001-000-054-205	15.46
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	001-000-053-206	64.76
MONIQUE GUIMBELL	INV0035462	09/02/2022	OVER PAYMENT	001-000-149-691	25.00
SPRINGERS DRY GOODS	054468	09/06/2022	BED FRAME FULL SIZE MATTRESS	001-000-160-697	415.00
JARED KEMP	INV0035469	09/07/2022	OVERPAYMENT ON CASH BOND	001-000-149-691	269.25
BRANDON LAIRY	INV0035471	09/08/2022	OVERPAYMENT ON CASH BOND	001-000-149-691	230.00
EMILY HARRELL	INV0035472	09/08/2022	OVERPAYMENT ON PARKING TICKET	001-000-149-691	25.00
SHAKIRA BANKS	INV0035473	09/08/2022	OVERPAYMENT FROM CASH BOND	001-000-149-691	145.00
Outstanding Total:					3,037.14
Paid					
PARKER CDJR*	INV0035450	09/08/2022	2021 TOYOTA TACOMA VIN # 3258	001-000-334-126	42,905.00
BOBBY D THOMAS	INV0035451	09/08/2022	PAYMENT EFFECTIVE 8/20/22	001-000-118-790	280.67
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0035494	09/12/2022	JUNE TAX COLLECTIONS	001-000-200-084	252.42
STARKVILLE DOWNTOWN BUSINESS ASSOCIATION	INV0035495	09/12/2022	JULY TAX COLLECTIONS	001-000-200-084	51.74
Paid Total:					43,489.83
Department 000 - UNDESIGNATED Total:					46,526.97
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	001-100-604-330	172.19
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-100-604-330	80.02
Outstanding Total:					252.21
Department 100 - BOARD OF ALDERMEN Total:					252.21
Department: 110 - MUNICIPAL COURT					
Outstanding					
QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	001-110-604-330	43.50
AMAZON CAPITAL SERVICES, INC.	1DL4-PG6X-WNNW	09/03/2022	MOBILE FILE CABINET, MOUSE PADS,DESK ORGANIZE	001-110-501-200	240.06
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-110-604-330	41.34
PETTY CASH VOUCHERS	INV0035512	09/13/2022	INCREASE COURT OETTY CASH FIR PART TIME CLERK	001-110-015-030	100.00
Outstanding Total:					424.90
Paid					
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-166	1,037.00
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-376	120.25
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-377	272.50

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-378	283.00
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-382	18,454.50
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-385	2,028.50
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-387	3,920.25
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-389	70.00
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-393	143.25
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-395	27.00
STATE TREASURER	INV0035455	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-398	7,030.70
MS DEPT OF PUBLIC SAFETY	INV0035456	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-386	2,772.00
MS DEPT OF PUBLIC SAFETY	INV0035456	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-396	840.00
MS DEPT OF PUBLIC SAFETY	INV0035456	09/08/2022	COURT SETTLEMENT AUGUST 2022	001-110-330-397	167.00

Paid Total: 37,165.95

Department 110 - MUNICIPAL COURT Total: 37,590.85

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	001-111-604-330	168.16
-----------------------------	------------	------------	---------------	-----------------	--------

Outstanding Total: 168.16

Department 111 - YOUTH COURT Total: 168.16

Department: 120 - MAYORS OFFICE

Outstanding

QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	001-120-604-330	43.50
CANON SOLUTIONS AMERICA	6001705190	09/01/2022	MAINTENANCE	001-120-604-330	107.20
CANON SOLUTIONS AMERICA	6001705434	09/01/2022	MAINTENANCE	001-120-604-330	12.65
CANON SOLUTIONS AMERICA	6001716310	09/01/2022	MAINTENANCE	001-120-604-330	12.72
CORNERSTONE	COCMC0922	09/01/2022	GOVERNMENT AFFAIRS	001-120-600-300	4,166.66
GOVERNMENT AFFAIRS, INC.			RENDERED IN AUGUST 2022		
PETTY CASH VOUCHERS	INV0035463	09/02/2022	POSTAGE	001-120-691-550	6.35
SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	001-120-604-330	97.20
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-120-604-330	40.01

Outstanding Total: 4,486.29

Department 120 - MAYORS OFFICE Total: 4,486.29

Department: 123 - IT

Outstanding

GOVERNMENT LEASING, LLC	GLC23104-38/40	08/27/2022	10 CAMERAS LEASE	001-123-918-806	1,153.00
BLUIP, INC.	155650	09/01/2022	RECURRING CHARGE	001-123-604-330	1,529.38
SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	001-123-604-330	97.20
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	001-123-604-330	86.08
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-123-604-330	413.37
MAXXSOUTH BROADBAND	INV0035526	09/14/2022	MONTHLY USAGE	001-123-918-806	224.95
MAXXSOUTH BROADBAND	INV0035527	09/14/2022	CAMERAS MONTHLY USAGE	001-123-918-806	800.00

Outstanding Total: 4,303.98

Department 123 - IT Total: 4,303.98

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	001-145-604-330	43.50
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	001-145-604-330	16.19

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	001-145-604-330	48.60
CADENCE /ELAN VISA	INV0035507	09/09/2022	4 BOXES STAMPED WINDOW ENVELOPES (2000)	001-145-501-200	1,381.30
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	001-145-604-330	47.52
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-145-604-330	40.01
Outstanding Total:					1,577.12
Department 145 - OTHER ADMINISTRATIVE Total:					1,577.12

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	1250481	08/30/2022	BOND FOR BRIDGETT YOUNG	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	1250927	09/01/2022	BOND S EPPENGER	001-159-620-371	175.00
Outstanding Total:					350.00
Department 159 - BONDING-CITY EMPLOYEES Total:					350.00

Department: 169 - LEGAL

Outstanding					
STARKVILLE DAILY NEWS	300232713	08/02/2022	PH TAX/BUDGET	001-169-615-342	1,186.50
STARKVILLE DAILY NEWS	300232757	08/14/2022	PH LAKE LAND	001-169-615-342	43.80
STARKVILLE DAILY NEWS	300232758	08/14/2022	PH STRANGE RD SIDEWALK	001-169-615-342	38.88
STARKVILLE DAILY NEWS	300232836	08/26/2022	BID FOR SOURCES OF SUPPLY	001-169-615-342	50.88
STARKVILLE DAILY NEWS	300232837	08/26/2022	PH UDC	001-169-615-342	53.30
STARKVILLE DAILY NEWS	300232848	08/30/2022	PUBLIC HEARING NOTICE	001-169-615-342	834.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	445781	09/07/2022	PROFESSIONAL SERVICES	001-169-600-312	1,072.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	445780	09/08/2022	8.31.22 GENERAL MATTERS AND ELECTRIC DEPT	001-169-600-302	400.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	445780	09/08/2022	GENERAL MATTERS AND ELECTRIC DEPT	001-169-600-302	9,616.00
Outstanding Total:					13,295.36
Department 169 - LEGAL Total:					13,295.36

Department: 180 - HUMAN RESOURCES

Outstanding					
KRONOS	11922616	06/08/2022	PAYROLL	001-180-691-505	2,874.75
KRONOS	11916195	06/23/2022	PAYROLL	001-180-691-505	1,642.69
CADENCE /ELAN VISA	65969384	07/31/2022	INDEED JULY 2022	001-180-610-340	116.95
FEDEX	7-861-59966	08/24/2022	PAYROLL SERVICES	001-180-691-505	60.92
CADENCE /ELAN VISA	INV0035504	08/24/2022	INDEED AUGUST 2022	001-180-610-340	305.43
QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	001-180-604-330	43.50
FEDEX	7-869-14084	08/31/2022	PAYROLL SERVICES	001-180-691-505	90.80
CADENCE /ELAN VISA	INV0035503	08/31/2022	INDEED AUGUST 2022	001-180-610-340	134.42
CLINIC AT ELM LAKE, THE	33970	09/01/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	33982	09/02/2022	DRUG SCREEN	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34001	09/07/2022	DRUG SCREEN T SAUMUEL	001-180-600-320	30.00
FEDEX	7-875-82766	09/07/2022	PAYROLL	001-180-691-505	218.00
CLINIC AT ELM LAKE, THE	34017	09/08/2022	DRUG SCREEN J POWNEY	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34028	09/09/2022	DRUG SCREEN R WEEKS	001-180-600-320	30.00
CLINIC AT ELM LAKE, THE	34042	09/12/2022	DRUG SCREEN M CHAMBLEE	001-180-600-320	30.00
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	001-180-604-330	51.75
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-180-604-330	40.01
Outstanding Total:					5,759.22
Department 180 - HUMAN RESOURCES Total:					5,759.22

Department: 190 - CITY PLANNER

Outstanding					
QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	001-190-604-330	43.50
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	001-190-604-330	16.19
STEGALL NOTARY SERVICE	INV0035470	09/08/2022	NOTARY/STAMP/BOOK	001-190-691-550	107.00

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
ESRI-ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC	INV0035511	09/12/2022	ARCGIS DESKTOP BASIC ARCGIS DESKTOP (SECOND)	001-190-918-807	700.00
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	001-190-604-330	242.17
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-190-604-330	333.02
Outstanding Total:					1,441.88

Paid

CADENCE /ELAN VISA	INV0035444	09/07/2022	AICP MEMBERSHIP	001-190-690-557	145.00
CADENCE /ELAN VISA	INV0035445	09/07/2022	APA PROF MEMBERSHIP	001-190-690-557	310.00
CADENCE /ELAN VISA	INV0035446	09/07/2022	MS CHAPTER	001-190-690-557	62.00
Paid Total:					517.00
Department 190 - CITY PLANNER Total:					1,958.88

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

BANCORPSOUTH EQUIPMENT FINANCE	719512	09/03/2022	NISSAN KICKS PRIN & INTERES	001-192-820-874	843.54
BANCORPSOUTH EQUIPMENT FINANCE	719512	09/03/2022	NISSAN KICKS PRIN & INTERES	001-192-830-873	52.96
CINTAS	4130349906	09/06/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4130350007	09/06/2022	SUPPLIES	001-192-510-220	37.22
NORTHEAST EXTERMIN- CITY HALL ACCT	61489	09/09/2022	MONTHLY EXTERMINATING	001-192-600-338	45.00
STARKVILLE UTILITIES	INV0035515	09/12/2022	MONTHLY USAGE	001-192-625-380	4,731.48
CINTAS	4131149272	09/13/2022	SUPPLIES	001-192-510-220	12.62
CINTAS	4131149296	09/13/2022	SUPPLIES	001-192-510-220	74.44
Outstanding Total:					5,809.88
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					5,809.88

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

STARKVILLE/OKTIBBEHA LIBRARY	INV0035510	09/12/2022	ELVATOR ETC REPAIRS AND MAINT	001-195-900-803	15,642.51
Outstanding Total:					15,642.51
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					15,642.51

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HORTON STUMP REMOVAL	832238	08/26/2022	GROUND STUMPS AT ODD FELLOW CEMETARY	001-196-631-402	1,050.00
HAMPTON YOUNG CORP.	151	09/02/2022	LAWN CARE	001-196-630-425	800.00
HAMPTON YOUNG CORP.	151	09/02/2022	LAWN CARE	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	151	09/02/2022	LAWN CARE	001-196-637-637	600.00
Outstanding Total:					4,050.00
Department 196 - CEMETERY ADMINISTRATION Total:					4,050.00

Department: 197 - ENGINEERING

Outstanding

SPRINGER ENGINEERING, INC.	14445	07/21/2022	GEOTECHNICAL INVESTIGATION SAND RD	001-197-600-308	9,000.00
QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	001-197-604-330	43.50
HOWARD INDUSTRIES	22-00559516	08/29/2022	LENOVO THINKPAD LAPTOPS & OFFICE & BUSS 2021 ESD	001-197-918-806	494.00
HOWARD INDUSTRIES	22-00559516	08/29/2022	LENOVO THINKPAD LAPTOPS & OFFICE & BUSS 2021 ESD	001-197-918-806	3,446.00
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	001-197-690-450	32.38
MS ENGINEERING SOCIETY	INV0035466	09/06/2022	DUES	001-197-690-555	120.00
AMAZON CAPITAL SERVICES, INC.	112-7825597-4107434	09/09/2022	COFFEE, CUPS, SWEETENER	001-197-502-201	247.21
FUELMAN / FLEETCOR	NP62893206	09/12/2022	FUEK CHARGES 9.5.22-9.11.2	001-197-525-231	52.98
Outstanding Total:					13,436.07
Department 197 - ENGINEERING Total:					13,436.07

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 201 - POLICE DEPARTMENT					
Outstanding					
STARKVILLE RADIOLOGY PLLC	INV0035482	08/01/2022	PRISONER MEDICAL	001-201-541-240	39.00
R&M TIRES	1139827	08/04/2022	VIN#3011 1 GEN G MAX TIRE	001-201-630-360	164.32
OCH REGIONAL MEDICAL CTR	INV0035521	08/10/2022	PRISONER MEDICAL	001-201-541-240	335.00
STARKVILLE FAMILY PRACTICE	INV0035484	08/12/2022	PRISONER MEDICAL W HILL	001-201-541-240	100.00
STARKVILLE RADIOLOGY PLLC	INV0035481	08/19/2022	PRISONER MEDICAL	001-201-541-240	32.00
STARKVILLE RADIOLOGY PLLC	INV0035480	08/20/2022	PRISONER MEDICAL	001-201-541-240	440.00
R&M TIRES	1140170	08/22/2022	VIN#5179 REAR & FRONT BRAKE ROTORS AND PADS	001-201-630-360	617.98
PARKER CDJR*	130290	08/22/2022	VIN#9663 OIL CHANGE	001-201-630-360	72.55
R&M TIRES	1140193	08/23/2022	VIN#7165 2 GEN G MAX TIRES OIL CHANGE & ALIGNMENT	001-201-630-360	523.52
CADENCE /ELAN VISA	826888438	08/23/2022	ROOM FOR J WILSON TRAINING	001-201-690-552	167.35
CADENCE /ELAN VISA	826888439	08/23/2022	ROOM FOR J SMITH FOR TRAINING	001-201-690-552	167.35
JOSH WILSON	INV0035477	08/23/2022	MEAL REIMBURSEMENT DEFENSIVE EDGE TRAINING	001-201-690-552	136.79
JOSH WILSON	INV0035478	08/23/2022	REIMBURSEMENT MEALS DEFENSIVE EDGE TRAINING	001-201-690-552	156.86
R&M TIRES	1140255	08/26/2022	VIN #7720 OIL CHANGE	001-201-630-360	76.95
PARKER CDJR*	130443	08/26/2022	VIN#9665 OIL CHANGE	001-201-630-360	160.69
GTPDD PHARMACY	INV0035476	08/26/2022	T ROGERS #35210	001-201-541-240	7.76
QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	001-201-604-330	43.50
AT&T MOBILITY	287308867457X09052022	08/27/2022	MONTHLY PHONE USAGE	001-201-604-330	85.61
AT&T MOBILITY	287308925437X09052022	08/27/2022	60309201 MONTHLY USAGE	001-201-604-330	1,959.24
AT&T MOBILITY	287308964770X09052022	08/27/2022	MONTHLY USAGE	001-201-604-330	94.89
R&M TIRES	1140289	08/29/2022	VIN#7720 NEW BRAKE PADS&ROTORS MOINT & BALANCE TIR	001-201-630-360	853.00
R&M TIRES	1140293	08/29/2022	G63223 OIL CHANGE	001-201-630-360	76.95
LAIRD CLINIC -POLICE ACCOUNT	539366	08/29/2022	ADEN DODD PHYSICAL	001-201-600-319	188.00
WALMART- CAPITAL ONE	992163	08/29/2022	SUPPLIES	001-201-501-200	86.42
OCH REGIONAL MEDICAL CTR	INV0035474	08/29/2022	R SMITH 06.06.22-06.09.22	001-201-541-240	1,133.00
STARKVILLE FAMILY PRACTICE	INV0035475	08/29/2022	J DUNCAN 04.18.22	001-201-541-240	130.00
A+ AUTO REPAIR	023715	08/30/2022	VIN#7324 BATTERY REPLACE INERTIA SWITCH CLEAN CABL	001-201-630-360	130.00
A+ AUTO REPAIR	023719	08/31/2022	VIN#8064 HEAD & TAIL LIGHT DRAIN WATER & SIKICONE	001-201-630-360	104.98
R&M TIRES	1140357	08/31/2022	VIN#5180 OIL CHANGE AND REAR BREAK PADS	001-201-630-360	313.45
WATERMARK PRINTERS LLC	15137	08/31/2022	BUSINESS CARDS	001-201-501-200	36.00
WALMART- CAPITAL ONE	275185	08/31/2022	SUPPLIES	001-201-501-200	33.64
JOHN PEARSON	001030	09/01/2022	REIMBURSE UNIFORMS	001-201-556-251	201.00
R&M TIRES	1140322	09/01/2022	OIL CHANGE	001-201-630-360	76.95
AT&T VPN SERVICE	1172842700	09/01/2022	MONTHLY USAGE	001-201-604-330	205.61
PRECISION DELTA CORPORATION	24539	09/01/2022	7 CASE 9MM 3 CASE 5.56MM	001-201-545-238	2,470.83
WALMART- CAPITAL ONE	372399	09/01/2022	WATER	001-201-501-200	37.52
MAGNOLIA BOTTLED WATER CO	59507	09/01/2022	COOLER WATER	001-201-501-200	63.00
CANON SOLUTIONS AMERICA	6001718759	09/01/2022	COPIER RENTAL	001-201-635-369	45.43
CANON SOLUTIONS AMERICA	6001719380	09/01/2022	COPIER RENTAL	001-201-635-369	90.59
WINSTON/CHOCTAW REGIONAL CORRECTIONAL FACILITY	869	09/01/2022	PRISONER HOUSING	001-201-541-237	1,550.00
MONROE COUNTY SHERIFF'S OFFICE	890.6	09/01/2022	PRISONER HOUSING	001-201-541-237	775.00
WALMART- CAPITAL ONE	962466	09/01/2022	ICE	001-201-501-200	10.68
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0035483	09/01/2022	MONTH OF AUGUST 12 BEDS	001-201-541-237	10,950.00

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	001-201-690-450	453.32
R&M TIRES	1140407	09/02/2022	VIN# 7320 OIL CHANGE AND NEW WIPERS	001-201-630-360	126.93
NEXTSTEP INNOVATION	NS122445-A	09/02/2022	11 GEN INTEL CORE COMPUTER (2)	001-201-918-805	4,378.00
R&M TIRES	1140460	09/06/2022	VIN# 9644 OIL FILTER 2 GEN G MAX TIRES BAL & ALIGN	001-201-630-360	487.88
FUELMAN / FLEETCOR	INV0035457	09/06/2022	FUEL CHARGES 8.29.22-9.4.22	001-201-525-231	4,055.88
SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	001-201-604-330	48.62
SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	001-201-604-330	97.20
MAXXSOUTH BROADBAND	INV0035485	09/06/2022	BUSINESS WIRELESS 8282 41 101 0663152	001-201-604-330	79.06
R&M TIRES	1140472	09/07/2022	VIN#5176 FRONT & REAR BRAKE PADS/ROTORS	001-201-630-360	641.00
STARKVILLE DAILY NEWS	300233516	09/07/2022	CLASSIFIED ADVERTISING SUMMONS AD #00098488	001-201-600-300	98.60
GTPDD PHARMACY	35355	09/07/2022	MEDICINE FOR PRISONER J DUNCAN	001-201-541-240	12.64
COPY COW	40291	09/08/2022	6 FTO BOOKS	001-201-615-343	83.23
OKTIBBEHA COUNTY COOPERATIVE	820664	09/08/2022	SWAT BOOTS	001-201-535-233	124.85
DPS CRIME LAB	90122168	09/08/2022	ANALYTICAL FEES	001-201-600-300	240.00
AT&T VPN SERVICE	3141772742	09/09/2022	DPS NCIC MONTHLY	001-201-604-330	229.34
NORTHEAST EXTERM- POLICE ACCT	61490	09/09/2022	MONTHLY EXTERMINATING	001-201-600-300	50.00
CADENCE /ELAN VISA	INV0035502	09/09/2022	GOGGLE DRIVE	001-201-501-200	1.99
R&M TIRES	1140576	09/12/2022	VIN#2616 OIL CHANGE AND OIL CAP	001-201-630-360	96.94
MAGNOLIA BOTTLED WATER CO	59589	09/12/2022	5 COOLER WATERS	001-201-501-200	45.00
STARKVILLE UTILITIES	INV0035515	09/12/2022	MONTHLY USAGE	001-201-625-380	3,985.19
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035516	09/12/2022	MONTHLY USAGE	001-201-625-380	484.03
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	001-201-604-330	2,382.78
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-201-604-330	1,237.02
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-201-690-450	1,118.43
FUELMAN / FLEETCOR	NP62893206	09/12/2022	FUEK CHARGES 9.5.22-9.11.2	001-201-525-231	3,063.84
VILLAGE ANIMAL HOSPITAL, PLLC	INV0035520	09/13/2022	PURINA ANNUAL LABS VACCINATIONS WELLNESS EXAM	001-201-600-300	240.00
Outstanding Total:					48,805.18
Paid					
STATE TAX COMMISSION	INV0035496	09/12/2022	VIN#3258 TAGS FOR POLICE DEPT	001-201-691-550	16.00
Paid Total:					16.00
Department 201 - POLICE DEPARTMENT Total:					48,821.18
Department: 246 - CODE ENFORCEMENT					
Outstanding					
FUELMAN / FLEETCOR	INV0035457	09/06/2022	FUEL CHARGES 8.29.22-9.4.22	001-246-525-231	53.08
CA LABS	N22097071	09/08/2022	2 DAY 121 DL CONNER	001-246-600-300	16.00
FUELMAN / FLEETCOR	NP62893206	09/12/2022	FUEK CHARGES 9.5.22-9.11.2	001-246-525-231	53.38
Outstanding Total:					122.46
Department 246 - CODE ENFORCEMENT Total:					122.46
Department: 261 - FIRE DEPARTMENT					
Outstanding					
SHEPS CLEANERS- FIRE ACCOUNT	67993	08/10/2022	2PC MEN SUIT	001-261-600-430	55.00
SHEPS CLEANERS- FIRE ACCOUNT	67996	08/10/2022	UNIFORM CLEANING	001-261-600-430	9.00

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0035486	08/21/2022	INTERNET ST 1	001-261-625-380	275.63
M'PRINTS	53938	08/23/2022	UNIFORM T SHIRTS	001-261-535-233	1,340.00
M'PRINTS	INV0035490	08/23/2022	UNIFORM T-SHIRTS	001-261-535-233	1,340.00
LANDS' END BUSINESS OUTFITTERS	SIN10503941	08/25/2022	UNIFORM PANTS	001-261-535-233	55.90
RACKLEY OIL INC.	000581879	08/26/2022	ANTIFREEZE	001-261-525-231	65.94
COAST TO COAST SOLUTIONS	0106021	08/26/2022	MOOD PENCILS	001-261-501-250	440.49
OKTIBBEHA COUNTY COOPERATIVE	817291	08/26/2022	REDMAX PIPE ASSEMBLY	001-261-630-360	7.73
AT&T MOBILITY	287312769594X09052022	08/27/2022	MONTHLY USAGE 287312765594	001-261-604-330	50.43
MAXXSOUTH BROADBAND	INV0035487	08/29/2022	INTERNET ST 2	001-261-625-380	183.16
ANNA BETH ROBERTSON	INV0035489	08/29/2022	REIMBURSE DRUG TEST	001-261-600-319	55.00
NAFECO	1162863	08/30/2022	FIREFIGHTING UNIFORM TURN OUT PANTS	001-261-918-805	3,838.00
EMPIRE TRUCK SALES, LLC	INV0035488	08/31/2022	.60 LEFT OVER PREVIOUS INVOICE	001-261-630-360	0.60
NAFECO	1163523	09/01/2022	UNIFORM PANTS	001-261-535-233	70.13
LASHONDA MALONE	INV0035461	09/01/2022	TRAVEL FOR TRAINING	001-261-610-350	228.80
VERIZON CONNECT-NWF	INVE0216959	09/01/2022	GPS UNITS MONTHLY USAGE	001-261-690-555	100.69
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	001-261-690-450	339.99
UPS	54E5Y362	09/03/2022	SHIP PACKAGE	001-261-604-330	17.48
GALLS INC	022055449	09/06/2022	UNIFORM PANTS	001-261-535-233	58.27
WALMART- CAPITAL ONE	535375	09/06/2022	ONNCHDMIC VTR	001-261-555-250	81.57
NORTHEAST EXTERM - FIRE ACCT	61220	09/06/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	61221	09/06/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	61222	09/06/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	61223	09/06/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	61224	09/06/2022	MONTHLY EXTERMINATING	001-261-558-269	22.00
FUELMAN / FLEETCOR	INV0035457	09/06/2022	FUEL CHARGES 8.29.22-9.4.22	001-261-525-231	992.77
SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	001-261-604-330	601.57
WALMART- CAPITAL ONE	455763	09/08/2022	SUPPLIES TO CLEAN VEHICLES	001-261-630-360	65.56
GATEWAY TIRE & SERVICE CENTER	1018-167462	09/09/2022	TIRES LADDER 2	001-261-630-360	489.21
BELL BUILDING SUPPLY, INC.	355812	09/09/2022	BOLTS, WASHERS, 2 CYCLE OIL	001-261-555-250	4.82
CADENCE /ELAN VISA	INV0035501	09/09/2022	VIASAT INTERNET	001-261-604-330	170.85
LASHONDA MALONE	INV0035519	09/09/2022	REIMBURSE FOR MEALS BILOXI CONFERENCE	001-261-600-390	55.98
STARKVILLE UTILITIES	INV0035515	09/12/2022	MONTHLY USAGE	001-261-625-380	1,357.11
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035516	09/12/2022	MONTHLY USAGE	001-261-625-380	414.70
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	001-261-604-330	243.78
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-261-604-330	440.11
FUELMAN / FLEETCOR	NP62893206	09/12/2022	FUEK CHARGES 9.5.22-9.11.2	001-261-525-231	903.14
EAST MISSISSIPPI LUMBER CO	D102865	09/13/2022	PRESSUE GAUGE	001-261-630-360	11.39
Outstanding Total:					14,474.80
Department 261 - FIRE DEPARTMENT Total:					14,474.80

Department: 281 - BUILDING/CODES OFFICE

Outstanding

QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	001-281-604-330	43.50
LOWE'S-POLICE	02187	08/30/2022	DRILL BIT AND LOCK	001-281-555-250	22.29
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	001-281-690-450	80.95
CADENCE /ELAN VISA	101357196	09/02/2022	E MOORE INTERNATIONAL CODE COUNCIL	001-281-502-201	230.02
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	001-281-604-330	51.75

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLETCOR	NP62893206	09/12/2022	FUEK CHARGES 9.5.22-9.11.2	001-281-525-231	45.09
Outstanding Total:					473.60
Department 281 - BUILDING/CODES OFFICE Total:					473.60

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0035515	09/12/2022	MONTHKY USAGE	001-290-625-380	29.25
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035516	09/12/2022	MONTHLY USAGE	001-290-625-380	152.54
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035516	09/12/2022	MONTHLY USAGE	001-290-625-380	9.00
Outstanding Total:					190.79
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					190.79

Department: 301 - STREET DEPARTMENT

Outstanding

SHERWIN WILLIAMS CO.	7431-4	07/12/2022	SIGN PAINT	001-301-565-272	168.76
STARKVILLE LP GAS	3106941	08/12/2022	PROPANE FOR ASPHALT TRUC	001-301-555-250	40.75
POLLAN & ASSOC. PA	22371	08/17/2022	UNIFORM SHIRTS	001-301-535-233	163.65
AUTOZONE	0426468664	08/19/2022	REPAIR TRUCK #54	001-301-630-360	232.35
THOMPSON MACHINERY*	PC110317266	08/23/2022	ELEMENTS, FILTERS, ETC	001-301-630-400	420.85
STARKVILLE AUTO PARTS	5151-155093	08/25/2022	LIGHT REPAIR TRUCK #61 A	001-301-630-360	27.96
AUTOZONE	0426473888	08/26/2022	TRANSMISSION FLUID	001-301-630-360	23.99
CINTAS FIRST AID & SAFETY	5122650818	08/30/2022	IBUPROFEN	001-301-555-250	47.15
CINTAS FIRST AID & SAFETY	5122650818.1	08/30/2022	SERVICE CAHRGE FOR FIRST AID CABINET	001-301-555-250	16.95
RACKLEY OIL INC.	000582486	08/31/2022	MOBIL GEAR 320 & 150	001-301-630-360	358.45
LOWE'S-STREET	01855	08/31/2022	PRIMER, PAINT GUAGES	001-301-555-250	117.65
KIMBALL MIDWEST	100252179	08/31/2022	WHEELS AND FITTINGS	001-301-555-250	144.60
STARKVILLE AUTO PARTS	5151-155206	08/31/2022	JCB EXCAVATOR FILTERS ETC	001-301-630-400	262.21
BELL BUILDING SUPPLY, INC.	355212	09/01/2022	BIG GATE KEYS	001-301-555-250	3.78
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	001-301-690-450	259.04
CUSTOM PRODUCTS CORPORATION	377156	09/02/2022	SIGNS RESTOCKED	001-301-565-272	1,649.37
STARKVILLE AUTO PARTS	5151155298	09/02/2022	JCB EXACAVATOR FLAP	001-301-630-400	24.49
MESHA SANDERS	460288	09/03/2022	COMMERCIAL ROAD TEST KADESHA POE CLASS B	001-301-691-550	400.00
AUTOZONE	0426483824	09/06/2022	OIL TRUCK #700 & #705	001-301-630-360	37.19
NEWELL PAPER COMPANY	3148945	09/06/2022	POP UP SHOP TOWELS, TISSUE, LATEX GLOVES	001-301-555-250	489.36
BELL BUILDING SUPPLY, INC.	355480	09/06/2022	CONCRETE, TARP, GLOVES, SPADE	001-301-555-250	235.15
STARKVILLE AUTO PARTS	5151-155341	09/06/2022	709 AIR FILTERS	001-301-630-360	37.09
G&C SUPPLY CO., INC	6878207	09/06/2022	REFELCTORS AND POSTS	001-301-565-272	3,873.50
G&C SUPPLY CO., INC	6878208	09/06/2022	REFELCTORS AND POSTS	001-301-565-272	1,059.00
FUELMAN / FLETCOR	INV0035457	09/06/2022	FUEL CHARGES 8.29.22-9.4.22	001-301-525-231	1,323.40
MSU FACILITIES	INV0035464	09/06/2022	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	47.17
MANAGEMENT- TRAFFIC LIGH			AUGER FOR SIGN	001-301-565-272	250.09
UNITED RENTALS (NORTH AMERICA), INC.	210353726-001	09/07/2022	INSTALLMENT		
CODY BOYD	610117	09/07/2022	REMOVED LIMBS S WASHINGTON AND N MONTGOMERY	001-301-600-300	2,592.00
G&C SUPPLY CO., INC	6878230	09/07/2022	3 RED SOLAR SIGN LIGHTS	001-301-565-272	523.08
G&C SUPPLY CO., INC	6878231	09/07/2022	50 POSTS	001-301-565-272	1,749.00
POWERSTROKE EQUIPMENT SALES & SVC	6966	09/07/2022	CHAINS	001-301-630-400	137.94
APAC-MISSISSIPPI, INC	4000129154	09/08/2022	ASPHALT REPAIR	001-301-560-270	685.40
GATEWAY TIRE & SERVICE CENTER	1018-167481	09/09/2022	SIGN TRAILER FLAT	001-301-630-400	18.87
UNITED RENTALS (NORTH AMERICA), INC.	210566638-001	09/09/2022	ASPHALT BLADES	001-301-560-270	268.53
BELL BUILDING SUPPLY, INC.	355821	09/09/2022	TOOLS	001-301-555-250	105.89

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
APAC-MISSISSIPPI, INC	4000129276	09/09/2022	ASPHALT REPAIRS	001-301-560-270	626.46
EAST MISSISSIPPI LUMBER CO	A114514	09/09/2022	TAPE, AUGERS, LEVEL	001-301-555-250	71.97
ORBIS MACHINERY BIRMINGHAM	IB01723	09/09/2022	JCB PUMP REPAIR	001-301-630-400	463.08
AMAZON CAPITAL SERVICES, INC.	1D33-CKJF-FVH1	09/10/2022	2X GLOVES	001-301-555-250	59.04
LOWE'S-STREET	01718	09/12/2022	BOLTS AND BRICKS	001-301-560-270	64.38
G&C SUPPLY CO., INC	6878899	09/12/2022	RED BLINKING SOLAR LIGHTS REED RD	001-301-565-272	723.39
STARKVILLE UTILITIES	INV0035515	09/12/2022	MONTHLY USAGE	001-301-625-380	18.78
STARKVILLE UTILITIES	INV0035515	09/12/2022	MONTHLY USAGE	001-301-625-380	459.51
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035516	09/12/2022	MONTHLY USAGE	001-301-625-380	12,597.50
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-301-604-330	291.68
FUELMAN / FLETCOR	NP62893206	09/12/2022	FUEK CHARGES 9.5.22-9.11.2	001-301-525-231	548.54
CINTAS	4131149277	09/13/2022	SUPPLIES	001-301-555-250	36.78
KEDESHA K POE	INV0035528	09/13/2022	REIMBURSE CLASS B CDL	001-301-691-550	55.00
Outstanding Total:					33,810.77
Paid					
GTR SOLID WASTE MGMT. AUTH	INV0035453	09/08/2022	SOLID WASTE TICKETS AUGUST 2022	001-301-691-510	17.20
Paid Total:					17.20
Department 301 - STREET DEPARTMENT Total:					33,827.97
Department: 360 - ANIMAL CONTROL					
Outstanding					
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	001-360-604-330	35.87
Outstanding Total:					35.87
Department 360 - ANIMAL CONTROL Total:					35.87
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	001-550-600-330	43.50
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	001-550-690-450	113.33
FUELMAN / FLETCOR	INV0035457	09/06/2022	FUEL CHARGES 8.29.22-9.4.22	001-550-525-231	68.95
SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	001-550-600-330	48.60
MAXXSOUTH BROADBAND	INV0035468	09/07/2022	8282 41 101 0694637 MONTHLY USAGE	001-550-600-330	95.81
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035513	09/12/2022	RESTORE BALANCE	001-550-600-297	130,043.07
CSP SPORTS FACILITIES COMPANIES, LLC	INV0035514	09/12/2022	SEPT 2022 PARK AND REC MANAGEMENT FEE	001-550-600-296	15,000.00
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	001-550-600-330	40.01
FUELMAN / FLETCOR	NP62893206	09/12/2022	FUEK CHARGES 9.5.22-9.11.2	001-550-525-231	98.97
MAXXSOUTH BROADBAND	CM0000516	09/14/2022	MONCRIEF	001-550-600-330	-462.63
Outstanding Total:					145,089.61
Department 550 - PARKS AND REC DEPARTMENT Total:					145,089.61
Department: 553 - P&R CORNERSTONE					
Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0035516	09/12/2022	MONTHLY USAGE	001-553-600-340	1,475.76
Outstanding Total:					1,475.76
Department 553 - P&R CORNERSTONE Total:					1,475.76
Department: 600 - CAPITAL PROJECTS					
Outstanding					
MMC MATERIALS, INC.	780794	08/01/2022	CONCRETE REED RD	001-600-912-852	1,204.00
MMC MATERIALS, INC.	780795	08/01/2022	CONCRETE REED RD	001-600-912-852	775.00
MMC MATERIALS, INC.	780798	08/01/2022	CONCRETE REED RD	001-600-912-852	1,970.50
MMC MATERIALS, INC.	780802	08/01/2022	CONCRETE REED RD	001-600-912-852	2,031.00

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
H&H CONSTRUCTION & EXCAVATING, LLC	1356	09/05/2022	S MONTGOMERY ST	001-600-912-808	6,780.00
MMC MATERIALS, INC.	786263	09/12/2022	WOODCREST CONCRETE REPAIR	001-600-912-808	918.00
Outstanding Total:					13,678.50
Department 600 - CAPITAL PROJECTS Total:					13,678.50

Department: 800 - DEBT SERVICE

Outstanding

HANCOCK WHITNEY BANK *	INV0035497	08/02/2022	BOND SERIES 2016A	001-800-820-840	130,000.00
HANCOCK WHITNEY BANK *	INV0035497	08/02/2022	BOND SERIES 2016A	001-800-820-840	25,156.25
HANCOCK WHITNEY BANK *	INV0035498	08/02/2022	BOND SERIES 2016B	001-800-820-855	20,456.25
HANCOCK WHITNEY BANK *	INV0035498	08/02/2022	BOND SERIES 2016B	001-800-820-855	100,000.00
Outstanding Total:					275,612.50
Department 800 - DEBT SERVICE Total:					275,612.50
Fund 001 - GENERAL FUND Total:					689,010.54

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

RACKLEY OIL INC.	580682	08/08/2021	3/4"X20 FUEL HOSE	015-505-630-400	103.75
HORTON, INC	INV0035491	11/23/2021	TRUCK ASSEMBLY LOWER DOOR TROLLEY FOR HANGAR DOOR	015-505-501-198	275.39
DEERE & COMPANY	W34004	08/11/2022	SERVICE JOHN DEERE 5100E	015-505-630-400	2,409.79
RACKLEY OIL INC.	581121	08/15/2022	OFF ROAD DIESEL FUEL	015-505-525-231	109.05
RACKLEY OIL INC.	581204	08/15/2022	OFF ROAD DIESEL	015-505-525-231	100.39
RACKLEY OIL INC.	581230	08/16/2022	SHELL ROTELLA T4 15W 40	015-505-525-231	60.87
RACKLEY OIL INC.	128286	08/17/2022	HSDF OFF ROAD DIESEL	015-505-541-237	947.60
RACKLEY OIL INC.	581940	08/29/2022	CAM 2 20W 50 OIL	015-505-525-231	11.24
NESCO ELECTRICAL DISTRIBUTORS	S2547213.001	08/29/2022	S500E-RL WP SILVER LAMP HOLDER	015-505-630-400	5.21
RACKLEY OIL INC.	582274	09/01/2022	REGULAR UNLEADED GAS	015-505-525-231	361.94
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	015-505-690-450	32.38
TITAN AVIATION FUELS	R3653544	09/01/2022	JET TRUCK RENT AVGAS TRUCK RENT	015-505-600-322	800.00
WALMART- CAPITAL ONE	442635	09/02/2022	BAGS FOR POPCORN,TRASH BAGS, TEA,MINTS,COFFEE	015-505-541-237	77.79
SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	015-505-604-330	166.74
TITAN AVIATION FUELS	3657883	09/07/2022	JET A FUEL	015-505-525-233	29,849.55
MAGNOLIA BOTTLED WATER CO	59565	09/07/2022	5 GAL WATER	015-505-691-550	45.00
MAXXSOUTH BROADBAND	INV0035522	09/11/2022	MONTHLY USAGE	015-505-600-338	159.39
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	015-505-604-330	47.52
VERIZON WIRELESS	INV0035518	09/12/2022	MONTHLY USAGE	015-505-604-330	46.35
LOWE'S- AIRPORT	01137	09/13/2022	PAPER TOWELS,HOSE HANGER ,TARP STRAPS	015-505-691-550	44.54
WALMART- CAPITAL ONE	897615	09/13/2022	PILOT SNACKS	015-505-541-237	45.08
MAXXSOUTH BROADBAND	INV0035525	09/14/2022	MONTHLY USAGE	015-505-600-338	144.95
Outstanding Total:					35,844.52
Department 505 - AIRPORT Total:					35,844.52
Fund 015 - AIRPORT FUND Total:					35,844.52

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT

Outstanding

TERRY'S GARAGE & REPAIRS, LLC	6731	07/13/2022	TRUCK #43 REPAIR	022-322-630-360	2,383.08
HANCOCK EQUIP. & OIL CO. & CLEANING SYS.	10870	08/05/2022	SOAP 100 GALLONS	022-322-555-250	410.00

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1018-166491	08/22/2022	TRUCK #91 TIRE	022-322-630-252	489.21
POWERSTROKE EQUIPMENT SALES & SVC	6899	08/22/2022	8 BLADE BOLTS 6 BEARING	022-322-555-250	91.86
STARKVILLE AUTO PARTS	5151-155033	08/23/2022	PLIERS CUTTERS ADAPTERS	022-322-555-250	76.86
STARKVILLE AUTO PARTS	5151-155042	08/23/2022	PIN/COTTER PIN	022-322-555-250	14.97
STARKVILLE AUTO PARTS	5151-155044	08/23/2022	HOSE FITTING HHC	022-322-555-250	163.08
TERRY'S GARAGE & REPAIRS, LLC	6940	08/24/2022	TRUCK #40 REPAIR	022-322-630-360	1,421.71
GATEWAY TIRE & SERVICE CENTER	1018-166672	08/25/2022	TRUCK #43 TIRES	022-322-630-360	838.98
PAUL'S WELDING	0905	08/26/2022	TRUCK #44 REAR STEP REPAIR	022-322-630-360	160.00
QUADIENT LEASING USA, INC.	N9554595	08/26/2022	LEASING	022-322-604-330	43.50
MHC KENWORTH-TUPELO	R00573700027474	08/26/2022	TRUCK #93 REPAIR	022-322-630-252	3,768.63
GATEWAY TIRE & SERVICE CENTER	1018-166825	08/29/2022	TRUCK #91 TIRE	022-322-630-252	419.49
POWERSTROKE EQUIPMENT SALES & SVC	6938	08/30/2022	BATTERY	022-322-555-250	149.97
WASTE PRO	0000248999	08/31/2022	HAUL FEE	022-322-600-431	1,400.00
GATEWAY TIRE & SERVICE CENTER	1018-167044	08/31/2022	TRUCK 96A TIRE	022-322-630-360	166.38
GATEWAY TIRE & SERVICE CENTER	1018-167056	08/31/2022	TRUCK 43 TIRE	022-322-630-360	421.44
WASTE PRO	248999	08/31/2022	RECYCLING HAUL FEE	022-322-600-431	1,400.00
TERRY'S GARAGE & REPAIRS, LLC	6980	08/31/2022	TRUCK #41 REPAIR	022-322-630-360	644.40
NARRATIVE 12	INV0035465	08/31/2022	THINK GREEN PROMOTIONS	022-322-610-375	1,845.00
EMPIRE TRUCK SALES, LLC	CE005099021.01	09/01/2022	PARTS	022-322-630-360	246.52
VERIZON CONNECT-NWF	INVE0216959	09/01/2022	GPS UNITS MONTHLY USAGE	022-322-691-450	208.14
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	022-322-691-450	356.18
SGK LANDSCAPES, LLC	ST30034	09/01/2022	MAINTENANCE MEDIANS	022-322-600-338	751.50
SGK LANDSCAPES, LLC	ST30035	09/01/2022	LOUISVILLE NASH RUSSELL MAINTENANCE HWY 12 MEDIANS	022-322-600-338	1,730.29
GATEWAY TIRE & SERVICE CENTER	1018-167008	09/02/2022	TRACTOR TIRE	022-322-630-360	147.84
NORTHEAST EXTERMIN - SANIT. ACCT	61148	09/02/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
NORTHEAST EXTERMIN - STREET ACCT	61149	09/02/2022	MONTHLY EXTERMINATING	022-322-600-300	30.00
POWERSTROKE EQUIPMENT SALES & SVC	6956	09/02/2022	BLOWER REPAIR AND TRIMMER LINE	022-322-555-250	77.99
FUELMAN / FLEETCOR	INV0035457	09/06/2022	FUEL CHARGES 8.29.22-9.4.22	022-322-525-231	5,310.03
SOUTHERN TELECOMMUNICATIONS	INV0035467	09/06/2022	MONTHLY USAGE	022-322-604-330	48.60
TRI-STATE TRUCK CENTER	02W15857	09/07/2022	TRUCK #95 REPAIR	022-322-630-252	615.83
GATEWAY TIRE & SERVICE CENTER	1018-167329	09/07/2022	TRUCK #91 TIRE	022-322-630-360	420.44
GATEWAY TIRE & SERVICE CENTER	1018-167339	09/07/2022	TRUCK #41 TIRE	022-322-630-360	421.44
GATEWAY TIRE & SERVICE CENTER	1018-167352	09/07/2022	TRUCK 93 TORE	022-322-630-252	420.44
GATEWAY TIRE & SERVICE CENTER	1018167357	09/07/2022	TRUCK #44 TIRE	022-322-630-252	420.44
GATEWAY TIRE & SERVICE CENTER	1018-167373	09/07/2022	REPLACED TIRES ON ALLEY CAT RECYCLING TRAILER	022-322-610-375	476.60
STARKVILLE AUTO PARTS	5151-155365	09/07/2022	DEF FLUID	022-322-525-231	956.17
STARKVILLE AUTO PARTS	5151-155405	09/08/2022	PUMP	022-322-555-250	457.99
POWERSTROKE EQUIPMENT SALES & SVC	6975	09/08/2022	SOLE NOID TRIMMER LINE	022-322-555-250	114.97
TERRY'S GARAGE & REPAIRS, LLC	7037	09/08/2022	TRUCK #43 REPAIR	022-322-630-360	257.17
H&R AGRI-POWER	CN27216	09/08/2022	PARTS	022-322-630-406	265.12

Expense Approval Report

Post Dates: 9/7/2022 - 9/14/2022

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CADENCE /ELAN VISA	INV0035506	09/08/2022	REGISTRATION C SMILEY	022-322-610-375	420.00
GOLDEN TRIANGLE	INV0035500	09/09/2022	MAILED ITEMS,DRAFTS,STAFF	022-322-600-364	505.70
PLANNING & DEV. INC			HOURS		
STARKVILLE AUTO PARTS	5151-155473	09/12/2022	HHC	022-322-555-250	14.79
CSPIRE WIRELESS	INV0035517	09/12/2022	MONTHLY USAGE	022-322-604-330	153.59
FUELMAN / FLEETCOR	NP62893206	09/12/2022	FUEK CHARGES 9.5.22-9.11.2	022-322-525-231	4,529.02
HOWARD INDUSTRIES	22-00473899	09/13/2022	LENOVO THINK PAD	022-322-610-375	1,912.00
POWERSTROKE EQUIPMENT	6991	09/13/2022	BLOWER,EDGER, TRIMMER	022-322-555-250	1,250.97
SALES & SVC					
TERRY'S GARAGE & REPAIRS, LLC	7057	09/13/2022	TRUCK #44 REPAIR	022-322-630-360	1,097.45
Outstanding Total:					39,955.78
Paid					
GTR SOLID WASTE MGMT. AUTH	INV0035453	09/08/2022	SOLID WASTE TICKETS AUGUST 2022	022-322-600-379	39,453.00
CASHFLOW LEASE	INV0035493	09/12/2022	LOAN DOCUMENT FEE	022-322-691-550	350.00
Paid Total:					39,803.00
Department 322 - SANITATION DEPARTMENT Total:					79,758.78
Department: 341 - LANDSCAPING					
Outstanding					
VERIZON CONNECT-NWF	OSV000002862684	09/01/2022	MONTHLY USAGE	022-341-691-450	64.76
Outstanding Total:					64.76
Department 341 - LANDSCAPING Total:					64.76
Fund 022 - ENVIRONMENTAL SERVICES Total:					79,823.54
Fund: 120 - MODERIZATION USE TAX					
Department: 300 - STREET DEPARTMENT					
Outstanding					
APAC-MISSISSIPPI, INC	4000127912	08/26/2022	ASPHALT REPAIR COLLIER RD	120-300-912-861	638.12
APAC-MISSISSIPPI, INC	4000128020	08/29/2022	ASPHALT REPAIR	120-300-912-861	628.58
APAC-MISSISSIPPI, INC	4000128117	08/30/2022	ASPHALT REPAIR	120-300-912-861	1,035.62
Outstanding Total:					2,302.32
Department 300 - STREET DEPARTMENT Total:					2,302.32
Fund 120 - MODERIZATION USE TAX Total:					2,302.32
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
ANYTIME COOLING & HEATING, LLC	1034	09/10/2022	HVAC REPAIRS 3 BATHROOMS,CONCESSION STAND & OVERWA	375-551-907-942	29,487.84
Outstanding Total:					29,487.84
Department 551 - PARK & REC TOURISM Total:					29,487.84
Fund 375 - PARK AND REC TOURISM Total:					29,487.84
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
OKTIBBEHA COUNTY COOPERATIVE	2158638	06/16/2022	2 LAZER Z X SERIES 96" EFI FLEX WING KOHLER EFI	380-551-918-805	58,656.00
TRUE GRIT MANUFACTURING LLC	105	08/03/2022	83X18+ UTILITY 12K VIN#970	380-551-918-805	5,299.00
MMC MATERIALS, INC.	784978	09/02/2022	CONCRETE FOR SPORTSPLEX BRIDGE	380-551-907-952	822.50
DALHOFF THOMAS DESIGN STUDIO	0010388	09/07/2022	CORNERSTONE PARK	380-551-600-945	4,076.00

Expense Approval Report**Post Dates: 9/7/2022 - 9/14/2022**

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
CROSSWAY TRUCKING LLC	090922D	09/09/2022	RIP RAP FOR SPORTSPLEX BRIDGE	380-551-907-952	3,784.32
Outstanding Total:					72,637.82
Department 551 - PARK & REC TOURISM Total:					72,637.82
Fund 380 - PARK BONDS 2020 Total:					72,637.82
Grand Total:					909,106.58

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	689,010.54	81,205.98
015 - AIRPORT FUND	35,844.52	0.00
022 - ENVIRONMENTAL SERVICES	79,823.54	39,803.00
120 - MODERIZATION USE TAX	2,302.32	0.00
375 - PARK AND REC TOURISM	29,487.84	0.00
380 - PARK BONDS 2020	72,637.82	0.00
Grand Total:	909,106.58	121,008.98

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	214.40	0.00
001-000-054-205	DUE FROM STARKVILLE E	1,713.49	0.00
001-000-118-790	SUSPENSE ACCOUNT	280.67	280.67
001-000-149-691	MUNICIPAL COURT BON	694.25	0.00
001-000-160-697	DONATION FIRE	415.00	0.00
001-000-200-084	TAXES DUE TO DOWNTOWN	304.16	304.16
001-000-334-126	POLICE FORFEITED FUN	42,905.00	42,905.00
001-100-604-330	COMMUNICATIONS	252.21	0.00
001-110-015-030	PETTY CASH COURT	100.00	0.00
001-110-330-166	TRAUMA TRAFFIC	1,037.00	1,037.00
001-110-330-376	COURT CONSTITUENTS	120.25	120.25
001-110-330-377	MOTOR VEHICLE LIABILI	272.50	272.50
001-110-330-378	APPEARANCE BOND FEE	283.00	283.00
001-110-330-382	TRAFFIC VIOLATION	18,454.50	18,454.50
001-110-330-385	IMPLIED CONSENT	2,028.50	2,028.50
001-110-330-386	WIRELESS COMM FEE	2,772.00	2,772.00
001-110-330-387	OTHER MISDEMEANORS	3,920.25	3,920.25
001-110-330-389	ADULT DRIVER'S TRAINI	70.00	70.00
001-110-330-393	VICTIMS BOND FEE	143.25	143.25
001-110-330-395	DRUG VIOLATION	27.00	27.00
001-110-330-396	NON-ADJUDICATION (IN	840.00	840.00
001-110-330-397	DUI OFFENSE (INLC14)	167.00	167.00
001-110-330-398	UNINSURED MOTORIST	7,030.70	7,030.70
001-110-501-200	SUPPLIES/CC MCH FEES	240.06	0.00
001-110-604-330	POSTAGE / COMMUNICA	84.84	0.00
001-111-604-330	COMMUNICATIONS	168.16	0.00
001-120-600-300	PROFESSIONAL SERVICE	4,166.66	0.00
001-120-604-330	COMMUNICATIONS	313.28	0.00
001-120-691-550	MISC EXPENSES / ADVER	6.35	0.00
001-123-604-330	COMMUNICATIONS	2,126.03	0.00
001-123-918-806	CAMERA LEASE PAYMEN	2,177.95	0.00
001-145-501-200	SUPPLIES/OFFICE EQUIP	1,381.30	0.00
001-145-604-330	POSTAGE/COPIER/PHON	195.82	0.00
001-159-620-371	BONDING-CITY EMPLOY	350.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	10,016.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	1,072.00	0.00
001-169-615-342	ADVERTISING, NOTICES,	2,207.36	0.00
001-180-600-320	DRUG/BACKGROUND CH	180.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON	135.26	0.00
001-180-610-340	ADVERTISING	556.80	0.00
001-180-691-505	PERSONNEL / KRONOS S	4,887.16	0.00
001-190-604-330	COPIERS/PHONES/IPADS	634.88	0.00
001-190-690-557	PROFESSIONAL MEMBE	517.00	517.00
001-190-691-550	MISCELLANEOUS	107.00	0.00
001-190-918-807	OFFICE EQUIPMENT/SOF	700.00	0.00
001-192-510-220	SUPPLIES	136.90	0.00
001-192-600-338	CONTRACT SERVICES	45.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-192-625-380	UTILITIES	4,731.48	0.00
001-192-820-874	PRINCIPAL - NISSAN SUV	843.54	0.00
001-192-830-873	INTEREST - NISSAN SUV	52.96	0.00
001-195-900-803	LIBRARY CAPITAL IMPRO	15,642.51	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	800.00	0.00
001-196-631-402	ODDFELLOW MAINTENA	2,650.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-502-201	SOFTWARE & REFERENC	247.21	0.00
001-197-525-231	GAS & OIL	52.98	0.00
001-197-600-308	ENGINEERING SERVICES	9,000.00	0.00
001-197-604-330	COMMUNICATIONS	43.50	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-197-690-555	DUES	120.00	0.00
001-197-918-806	NEW EQUIPMENT	3,940.00	0.00
001-201-501-200	OFFICE SUPPLIES	314.25	0.00
001-201-525-231	GAS & OIL	7,119.72	0.00
001-201-535-233	UNIFORMS	124.85	0.00
001-201-541-237	PRISONER JAIL EXPENSE	13,275.00	0.00
001-201-541-240	PRISONER MEDICAL EXP	2,229.40	0.00
001-201-545-238	FIRING RANGE SUPPLIES	2,470.83	0.00
001-201-556-251	POLICE SUPPLIES	201.00	0.00
001-201-600-300	PROFESSIONAL SERVICE	628.60	0.00
001-201-600-319	PHYSICAL & PERSONNEL	188.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/C	6,462.87	0.00
001-201-615-343	PRINTING & BINDING	83.23	0.00
001-201-625-380	UTILITIES	4,469.22	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	4,524.09	0.00
001-201-635-369	COPIER RENTAL	136.02	0.00
001-201-690-450	GPS EXPENSES	1,571.75	0.00
001-201-690-552	POLICE TRAINING/EDUC	628.35	0.00
001-201-691-550	MISCELLANEOUS	16.00	16.00
001-201-918-805	EQUIPMENT & SOFTWA	4,378.00	0.00
001-246-525-231	GAS AND OIL	106.46	0.00
001-246-600-300	PROFESSIONAL SERVICE	16.00	0.00
001-261-501-250	FIRE PREVENTION SUPPL	440.49	0.00
001-261-525-231	GAS & OIL	1,961.85	0.00
001-261-535-233	UNIFORMS	2,864.30	0.00
001-261-555-250	SUPPLIES & SMALL TOOL	86.39	0.00
001-261-558-269	BUILDING MAINTENANC	110.00	0.00
001-261-600-319	PHYSICAL EXAMINATION	55.00	0.00
001-261-600-390	FIRE TRAINING	55.98	0.00
001-261-600-430	UNIFORM CLEANING	64.00	0.00
001-261-604-330	PHONES/CABLE/INTERN	1,524.22	0.00
001-261-610-350	TRAVEL	228.80	0.00
001-261-625-380	UTILITIES	2,230.60	0.00
001-261-630-360	VEHICLE REPAIRS & MAI	574.49	0.00
001-261-690-450	GPS EXPENSES	339.99	0.00
001-261-690-555	DUES	100.69	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	3,838.00	0.00
001-281-502-201	REFERENCE PUBLICATIO	230.02	0.00
001-281-525-231	GAS & OIL	45.09	0.00
001-281-555-250	SMALL TOOLS/EQUIPME	22.29	0.00
001-281-604-330	COPIER/PHONES/IPADS/	95.25	0.00
001-281-690-450	GPS EXPENSES	80.95	0.00
001-290-625-380	UTILITIES / CODE RED	190.79	0.00
001-301-525-231	GAS & OIL	1,871.94	0.00
001-301-535-233	UNIFORMS	163.65	0.00
001-301-555-250	SUPPLIES & SMALL TOOL	1,369.07	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-560-270	CONSTRUCTION MATERI	1,644.77	0.00
001-301-565-272	STREETS SIGNS & PAINT	9,996.19	0.00
001-301-600-300	TREE TRIMMING	2,592.00	0.00
001-301-604-330	COMMUNICATIONS	291.68	0.00
001-301-625-380	UTILITIES/STREET LIGHTI	13,122.96	0.00
001-301-630-360	VEHICLE REPAIRS & MAI	717.03	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,327.44	0.00
001-301-690-450	GPS EXPENSES	259.04	0.00
001-301-691-510	LANDFILL EXPENSES	17.20	17.20
001-301-691-550	MISCELLANEOUS	455.00	0.00
001-360-604-330	COMMUNICATIONS	35.87	0.00
001-550-525-231	GAS & OIL	167.92	0.00
001-550-600-296	MANAGEMENT FEE	15,000.00	0.00
001-550-600-297	MANAGEMENT EXPENS	130,043.07	0.00
001-550-600-330	PHONES/COPIERS/POST	-234.71	0.00
001-550-690-450	GPS EXPENSES	113.33	0.00
001-553-600-340	UTILITIES	1,475.76	0.00
001-600-912-808	STREET IMPROVEMENTS	7,698.00	0.00
001-600-912-852	REED ROAD SIDEWALK	5,980.50	0.00
001-800-820-840	2016A BOND: 3M POLIC	155,156.25	0.00
001-800-820-855	2016B BOND: 2.4 M POL	120,456.25	0.00
015-505-501-198	BUILDING REPAIRS & M	275.39	0.00
015-505-525-231	GAS & OIL	643.49	0.00
015-505-525-233	JET A FUEL PURCHASES	29,849.55	0.00
015-505-541-237	OPERATING SUPPLIES	1,070.47	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	304.34	0.00
015-505-604-330	CELL PHONE/POSTAGE	260.61	0.00
015-505-630-400	EQUIPMENT REPAIR &	2,518.75	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-691-550	MISCELLANEOUS	89.54	0.00
022-322-525-231	GAS & OIL	10,795.22	0.00
022-322-555-250	SUPPLIES & SMALL TOOL	2,823.45	0.00
022-322-600-300	PROFESSIONAL SERVICE	60.00	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL	2,481.79	0.00
022-322-600-364	BILLING SERVICES	505.70	0.00
022-322-600-379	LANDFILL FEES	39,453.00	39,453.00
022-322-600-431	CONTRACT RECYCLING C	2,800.00	0.00
022-322-604-330	COMMUNICATIONS	245.69	0.00
022-322-610-375	MDEQ RECYCLING GRAN	4,653.60	0.00
022-322-630-252	VEHICLE REPAIRS & MAI	6,134.04	0.00
022-322-630-360	VEHICLE REPAIRS & MAI	8,626.85	0.00
022-322-630-406	EQUIPMENT REPAIR &	265.12	0.00
022-322-691-450	GPS EXPENSES	564.32	0.00
022-322-691-550	MISCELLANEOUS	350.00	350.00
022-341-691-450	GPS EXPENSES	64.76	0.00
120-300-912-861	2022 STREET IMPROVE	2,302.32	0.00
375-551-907-942	EXISTING PARK IMPROV	29,487.84	0.00
380-551-600-945	CORNERSTONE PROFESS	4,076.00	0.00
380-551-907-952	SPORTSPLEX BRIDGE CO	4,606.82	0.00
380-551-918-805	CORNERSTONE EQUIPM	63,955.00	0.00
Grand Total:		909,106.58	121,008.98

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	909,106.58	121,008.98
Grand Total:	909,106.58	121,008.98



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

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.

A handwritten signature in dark ink, appearing to read "Emilia Montgomery", is written over a horizontal line.

Emilia Montgomery
Accountant
Starkville Utilities

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/21/22 ACCOUNT 23200

PAGE 1
RUN DATE 09/14/22 08:30 AM

INVOICE	DATE	PO NBR DESCRIPTION	UNPAID INVOICES	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	110	ARKANSAS ELECTRIC							
03041968	09/07/22	10630 Materials		2520.00	.00	ACH			
VENDOR:	131	ALTEC INDUSTRIES, INC.		2520.00					
12083310	09/07/22	10646 Tools		1245.21	.00	ACH			
12086230	09/09/22	10646 Tools		57.89	.00	ACH			
12087770	09/09/22	10646 Tools		847.67	.00	ACH			
51058720	09/07/22	10651 Maintenance		3743.20	.00	ACH			
VENDOR TOTAL:				5893.97					
VENDOR:	134	ATWELL & GENT, P.A.							
10719	09/13/22	0 Engineering Services		10780.00	.00	ACH			
10720	09/13/22	0 Engineering Services		580.00	.00	ACH			
10721	09/13/22	0 Engineering Services		140.00	.00	ACH			
VENDOR TOTAL:				11500.00					
VENDOR:	146	AT&T MOBILITY (FIRSTNET)							
08/27/22	09/13/22	0 Cell phones		1965.06	.00	CHK			
VENDOR TOTAL:				1965.06					
VENDOR:	307	CITY OF STARKVILLE							
SEP 2022-TAX	09/13/22	0 Tax equivalency		113750.00	.00	ACH			
VENDOR TOTAL:				113750.00					
VENDOR:	314	CINTAS CORPORATION							
5123175674	09/07/22	10316 Safety Supplies		14.88	.00	ACH			
VENDOR TOTAL:				14.88					
VENDOR:	400	IVY AUTO PARTS							
692932	09/09/22	10661 Maintenance		93.96	.00	ACH			
VENDOR TOTAL:				93.96					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/21/22 ACCOUNT 23200

PAGE 2
RUN DATE 09/14/22 08:30 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:	455	EXELL	WATER & COFFEE, INC.									
875148	09/09/22	10130	Water		09/21/22	45.79	.00	ACH				
875149	09/09/22	10130	Water		09/21/22	15.94	.00	ACH				
					VENDOR TOTAL:	61.73						
VENDOR:	496	EAST	MISS LUMBER									
A114301	09/09/22	10664	Materials		09/21/22	821.54	.00	CHK				
D102389	09/07/22	10655	Maintenance		09/21/22	54.85	.00	CHK				
					VENDOR TOTAL:	876.39						
VENDOR:	510	EDWARD	KEMP									
09/05/22	09/13/22	0	Engineering Dues		09/21/22	85.00	.00	ACH				
					VENDOR TOTAL:	85.00						
VENDOR:	616	FUELMAN										
NP62842118	09/13/22	0	Fuel - BG2416403		09/21/22	2561.73	.00	CHK				
NP62893206	09/13/22	0	Fuel - BG2416403		09/21/22	1757.52	.00	CHK				
					VENDOR TOTAL:	4319.25						
VENDOR:	691	GATEWAY	TIRE&SERVICE CENTER									
1018-166790	09/07/22	10652	Maintenance		09/21/22	827.35	.00	ACH				
1018-166831	09/09/22	10654	Maintenance		09/21/22	60.60	.00	ACH				
					VENDOR TOTAL:	887.95						
VENDOR:	693	GILLCO	INC COMMERCIAL CLEAN									
1239	09/13/22	0	Janitorial services		09/21/22	1623.50	.00	ACH				
					VENDOR TOTAL:	1623.50						
VENDOR:	721	GOLDEN	TRIANGLE SOLID WASTE									
09/01/22 STMT	09/09/22	10361	ROW Clearing		09/21/22	67.50	.00	ACH				
					VENDOR TOTAL:	67.50						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/21/22 ACCOUNT 23200

PAGE 3
DATE 09/14/22 08:30 AM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	729	GREATER STARKVILLE DEV PART								
4240	09/13/22	0 Annual Membership Dues		09/21/22	3000.00	.00	CHK			
			VENDOR TOTAL:		3000.00					
VENDOR:	801	QUADIENT FINANCE USA INC.								
08/28/22	09/13/22	0 Postage		09/21/22	500.00	.00	CHK			
			VENDOR TOTAL:		500.00					
VENDOR:	821	H & H TRUCK ACCESSORY CENTER								
CO-O-1014280	09/12/22	10606 Supplies		09/21/22	1100.00	.00	CHK			
			VENDOR TOTAL:		1100.00					
VENDOR:	1106	LESLIE DEAN								
2275	09/12/22	10453 Landscape Maintenance		09/21/22	1750.00	.00	ACH			
			VENDOR TOTAL:		1750.00					
VENDOR:	1205	LOWE'S								
901102	09/07/22	10662 Safety Supplies		09/21/22	35.76	.00	CHK			
901397	09/07/22	10663 Supplies		09/21/22	39.00	.00	CHK			
902885	09/09/22	10671 Tools		09/21/22	111.57	.00	CHK			
			VENDOR TOTAL:		186.33					
VENDOR:	1305	NEXAIR, LLC								
0010199207	09/09/22	10138 Nitrogen		09/21/22	60.94	.00	ACH			
			VENDOR TOTAL:		60.94					
VENDOR:	1335	VERIZON CONNECT NWF, INC								
OSV000002852985	09/13/22	0 Vehicle GPS Services-CITY206		09/21/22	728.55	.00	CHK			
			VENDOR TOTAL:		728.55					
VENDOR:	1394	NARRATIVE 12 LLC								
9/1/22, 9/8/22	09/13/22	0 Consulting		09/21/22	2025.00	.00	ACH			
			VENDOR TOTAL:		2025.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/21/22 ACCOUNT 23200

PAGE 4
RUN DATE 09/14/22 08:30 AM

INVOICE	DATE	PO NBR	DESCRIPTION	EMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR:	1400	NESCO										
S2547522.001	09/09/22	10656	Materials		09/21/22	376.25	.00	ACH				
S2548606.001	09/09/22	10666	Materials		09/21/22	393.58	.00	ACH				
S2548701.001	09/09/22	10672	Materials		09/21/22	129.86	.00	ACH				
					VENDOR TOTAL:	899.69						
VENDOR:	1406	NORTHEAST EXTERMINATING										
61321	09/09/22	10148	Pest Control		09/21/22	45.00	.00	ACH				
					VENDOR TOTAL:	45.00						
VENDOR:	1521	ONLINE COLLECTIONS										
0446 - 8/31/22	09/13/22	0	Collection fees-0446		09/21/22	3706.05	.00	ACH				
					VENDOR TOTAL:	3706.05						
VENDOR:	1525	OKTIBBEHA CO. CO-OP										
819170	09/07/22	10660	Sand		09/21/22	84.00	.00	ACH				
819198	09/07/22	10660	Top Soil		09/21/22	102.00	.00	ACH				
					VENDOR TOTAL:	186.00						
VENDOR:	1700	QUILL										
27432518	09/09/22	10669	Supplies		09/21/22	308.98	.00	ACH				
					VENDOR TOTAL:	308.98						
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD										
8/31/22	09/13/22	0	Supplies, Parts		09/21/22	3198.79	.00	CHK				
					VENDOR TOTAL:	3198.79						
VENDOR:	1818	UNITED RENTALS, INC.										
163327879-053	09/09/22	10106	Equipment Rental		09/21/22	1488.47	.00	ACH				
195787262-016	09/09/22	10162	Equipment Rental		09/21/22	67.20	.00	ACH				
					VENDOR TOTAL:	1555.67						

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 MERIDIAN COOPERATIVE INC												
10043	09/13/22	0	Billing services		09/21/22	26488.75	.00	ACH				
VENDOR TOTAL:						26488.75						
VENDOR: 1887 S & S LINE SERVICE INC												
2435	09/07/22	10338	ROW Clearing		09/21/22	5531.20	.00	ACH				
2436	09/07/22	10338	ROW Clearing		09/21/22	1392.40	.00	ACH				
2437	09/09/22	10338	ROW Clearing		09/21/22	1392.40	.00	ACH				
2438	09/09/22	10338	ROW Clearing		09/21/22	5531.20	.00	ACH				
2439	09/12/22	10338	ROW Clearing		09/21/22	1392.40	.00	ACH				
2440	09/12/22	10338	ROW Clearing		09/21/22	5011.30	.00	ACH				
VENDOR TOTAL:						20250.90						
VENDOR: 1893 SCHWEITZER ENGINEERING LAB												
000744998	09/07/22	10557	Materials		09/21/22	7457.10	.00	ACH				
000747967	09/09/22	10557	Materials		09/21/22	2485.70	.00	ACH				
VENDOR TOTAL:						9942.80						
VENDOR: 1913 SECURITY SOLUTIONS												
33005051622	09/09/22	10673	Maintenance		09/21/22	2952.50	.00	CHK				
VENDOR TOTAL:						2952.50						
VENDOR: 1917 RONNIE JONES CONST, INC.												
20221239	09/09/22	10659	Crusher Run		09/21/22	2144.10	.00	ACH				
VENDOR TOTAL:						2144.10						
VENDOR: 1931 STARKVILLE SANITATION DEPT												
AUGUST 2022	09/08/22	0	Sanitation Collections		09/21/22	274935.92	.00	ACH				
VENDOR TOTAL:						274935.92						
VENDOR: 1933 STARKVILLE WATER DEPT												
AUGUST 2022	09/08/22	0	Water-Sewer Collections		09/21/22	727971.46	.00	ACH				
VENDOR TOTAL:						727971.46						

INVOICE	DATE	PO NBR	DESCRIPTION	UNPAID INVOICES	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2019	TC	MARKETING LLC							
2475	09/07/22	10653	Uniforms		683.42	.00	ACH			
			VENDOR TOTAL:		683.42					
VENDOR:	2098	ULINE								
153072142	09/07/22	10649	Maintenance		425.61	.00	ACH			
			VENDOR TOTAL:		425.61					
VENDOR:	2104	UPS								
000012031F352	09/12/22	10675	Postage		4.82	.00	CHK			
			VENDOR TOTAL:		4.82					
VENDOR:	2116	UTILITECH								
2685	09/13/22	0	Product Development and Supp		500.00	.00	ACH			
			VENDOR TOTAL:		500.00					
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.								
00307226	09/09/22	10140	Nitrogen		41.28	.00	ACH			
			VENDOR TOTAL:		41.28					
VENDOR:	2122	UPCHURCH SERVICES LLC								
210315, 197260	09/13/22	0	HVAC Repairs		4417.75	.00	ACH			
			VENDOR TOTAL:		4417.75					
VENDOR:	2210	VERIZON WIRELESS								
9914308698	09/13/22	0	AMI M2M Data Usage		879.49	.00	CHK			
9914729937	09/13/22	0	Phone bill 2821-01		280.07	.00	CHK			
			VENDOR TOTAL:		1159.56					
VENDOR:	2305	WASTE PRO								
0000249071	09/09/22	10160	Dumpster		55.00	.00	ACH			
			VENDOR TOTAL:		55.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/21/22 ACCOUNT 23200

PAGE 7
RUN DATE 09/14/22 08:30 AM

INVOICE
VENDOR: 2329 WILLIAMS EQUIPMENT & SUPPLY
S4004222 09/12/22 10471 Mini Excavator

UNPAID INVOICES
INVOICE AMOUNT TAX PMT PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ

46601.24 .00 ACH

VENDOR TOTAL: 46601.24

GRAND TOTAL: 1281485.30

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP L INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	76	APAC MISSISSIPPI, INC.									
4000128223	09/07/22	6627	Asphalt		09/21/22	703.84	.00	ACH			
VENDOR:	186	BRENNTAG MID-SOUTH				703.84					
BMS230026	09/07/22	5690	Chlorine		09/21/22	1730.00	.00	ACH			
BMS230027	09/07/22	5690	Chlorine		09/21/22	731.00	.00	ACH			
BMS230028	09/07/22	5690	Chlorine		09/21/22	2063.00	.00	ACH			
BMS230029	09/07/22	5690	Chlorine		09/21/22	1730.00	.00	ACH			
VENDOR TOTAL:						6254.00					
VENDOR:	188	BOX CONSTRUCTION LLC									
29	09/12/22	5711	Maintenance		09/21/22	4197.00	.00	ACH			
RFP #3 - 8/25/22	09/13/22	0	Babylon Rd Construction		09/21/22	62510.95	.00	ACH			
VENDOR TOTAL:						66707.95					
VENDOR:	194	AUTOZONE									
0426483838	09/08/22	5691	Maintenance		09/21/22	150.01	.00	ACH			
042673887	09/07/22	5662	Maintenance		09/21/22	74.61	.00	ACH			
VENDOR TOTAL:						224.62					
VENDOR:	202	BELL BUILDING SUPPLY									
355371	09/07/22	5687	Supplies		09/21/22	20.33	.00	ACH			
VENDOR TOTAL:						20.33					
VENDOR:	220	CENTRAL PIPE SUPPLY									
S100304047.001	09/07/22	5525	Materials		09/21/22	1587.60	.00	ACH			
VENDOR TOTAL:						1587.60					
VENDOR:	303	C SPIRE									
AUGUST 2022	09/13/22	0	Phone bill-31571838		09/21/22	362.25	.00	CHK			
VENDOR TOTAL:						362.25					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/21/22 ACCOUNT 23110

PAGE 2
RUN DATE 09/14/22 08:32 AM

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
---------	------	--------------------	----------	---------	----------------	------------	---------	-------------	----------------	---------------

VENDOR: 307 CITY OF STARKVILLE

SEP 2022-SRL	09/13/22	0 State Revolving Loan Repay		09/21/22	25345.01	.00	ACH			
--------------	----------	------------------------------	--	----------	----------	-----	-----	--	--	--

VENDOR TOTAL: 25345.01

VENDOR: 320 COKER ENVIROMENTAL LABS LLC

5987	09/07/22	5660 Testing		09/21/22	185.00	.00	ACH			
5988	09/07/22	5660 Testing		09/21/22	254.00	.00	ACH			
5989	09/07/22	5660 Testing		09/21/22	185.00	.00	ACH			
5990	09/07/22	5660 Testing		09/21/22	185.00	.00	ACH			

VENDOR TOTAL: 809.00

VENDOR: 362 CONSOLIDATED PIPE & SUPPLY

3123971-000-000	09/07/22	5669 Materials		09/21/22	13885.74	.00	ACH			
-----------------	----------	----------------	--	----------	----------	-----	-----	--	--	--

VENDOR TOTAL: 13885.74

VENDOR: 372 COVINGTON SALES & SERVICE

92648	09/08/22	6823 Maintenance		09/21/22	3300.00	.00	ACH			
92814	09/08/22	6824 Maintenance		09/21/22	1855.94	.00	ACH			

VENDOR TOTAL: 5155.94

VENDOR: 400 IVY AUTO PARTS

692287	09/07/22	5649 Maintenance		09/21/22	51.99	.00	ACH			
--------	----------	------------------	--	----------	-------	-----	-----	--	--	--

VENDOR TOTAL: 51.99

VENDOR: 455 EXELL WATER & COFFEE, INC.

875150	09/09/22	5205 Water		09/21/22	25.89	.00	ACH			
--------	----------	------------	--	----------	-------	-----	-----	--	--	--

VENDOR TOTAL: 25.89

VENDOR: 496 EAST MISS LUMBER

F53706	09/07/22	5685 Maintenance		09/21/22	54.46	.00	CHK			
--------	----------	------------------	--	----------	-------	-----	-----	--	--	--

VENDOR TOTAL: 54.46

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES			PAGE		
PRG. ACTPAYLT			FOR: 09/21/22 ACCOUNT 23110						09/14/22 08:32 AM 3		
INVOICE	DATE	PO NBR DESCRIPTION	EMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD PAID/VOID	CHECK/	ACH SEQ	
VENDOR:	604	FASTENAL									
MSSTA101859	09/07/22	5671 Materials		09/21/22	335.76	.00	ACH				
				VENDOR TOTAL:	335.76						
VENDOR:	605	FERGUSON ENTERPRISES LLC									
0756404	09/07/22	5635 Materials		09/21/22	2537.76	.00	ACH				
0756844	09/07/22	5642 Tools		09/21/22	450.00	.00	ACH				
				VENDOR TOTAL:	2987.76						
VENDOR:	606	4-COUNTY EPA									
AUGUST 2022	09/13/22	0 Utilities expense		09/21/22	14126.52	.00	CHK				
				VENDOR TOTAL:	14126.52						
VENDOR:	639	GOLDEN TRIANGLE									
3062092022	09/13/22	0 Billing services		09/21/22	62.50	.00	ACH				
				VENDOR TOTAL:	62.50						
VENDOR:	690	GARVER LLC									
21W10050-8	09/13/22	0 Engineering-Green Oaks South		09/21/22	20486.70	.00	ACH				
21W10060-10	09/13/22	0 Engineering-Rolling Hills		09/21/22	18200.00	.00	ACH				
				VENDOR TOTAL:	38686.70						
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER									
1018-167402	09/09/22	5699 Maintenance		09/21/22	30.60	.00	ACH				
				VENDOR TOTAL:	30.60						
VENDOR:	702	HACH									
13160910	09/07/22	6818 Lab Supplies		09/21/22	234.69	.00	ACH				
13160930	09/07/22	6935 Testing Supplies		09/21/22	304.64	.00	ACH				
13217011	09/07/22	6935 Lab Supplies		09/21/22	234.69	.00	ACH				
13218038	09/07/22	8001 Lab Supplies		09/21/22	304.64	.00	ACH				
13223397	09/07/22	5519 Lab Supplies		09/21/22	304.64	.00	ACH				
				VENDOR TOTAL:	1383.30						

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
UNPAID INVOICES										
VENDOR:	736	GUARDIAN LOCK & KEY INC								
6677	09/09/22	5651 Maintenance		09/21/22	268.00	.00	ACH			
6698	09/09/22	5651 Maintenance		09/21/22	481.00	.00	ACH			
				VENDOR TOTAL:	749.00					
VENDOR:	765	HYDRA SERVICE, INC.								
161439	09/07/22	5426 Pump Rental		09/21/22	5358.00	.00	ACH			
				VENDOR TOTAL:	5358.00					
VENDOR:	825	H & H CONSTRUCTION & EXC LLC								
1351	09/12/22	5712 Water Tap		09/21/22	3200.00	.00	ACH			
1352	09/12/22	5713 Water Repair		09/21/22	4200.00	.00	ACH			
				VENDOR TOTAL:	7400.00					
VENDOR:	1106	LESLIE DEAN								
2278	09/12/22	5415 Landscape Maintenance		09/21/22	1575.00	.00	ACH			
				VENDOR TOTAL:	1575.00					
VENDOR:	1205	LOWE'S								
901431	09/07/22	5650 Supplies		09/21/22	20.09	.00	CHK			
902177	09/12/22	5710 Supplies		09/21/22	108.18	.00	CHK			
902791	09/08/22	5693 Safety Supplies		09/21/22	18.92	.00	CHK			
902970	09/07/22	5664 Tools		09/21/22	151.05	.00	CHK			
				VENDOR TOTAL:	298.24					
VENDOR:	1366	MS CROSS CONNECTION								
29938	09/07/22	5388 CCC Program		09/21/22	278.00	.00	ACH			
				VENDOR TOTAL:	278.00					
VENDOR:	1390	JACKSON NEWELL PAPER CO								
3148553	09/07/22	5636 Lab Supplies		09/21/22	142.26	.00	ACH			
				VENDOR TOTAL:	142.26					

STARKVILLE WATER DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES		PAGE	
PRG. ACTPAYLT			FOR: 09/21/22 ACCOUNT 23110			RUN DATE 09/14/22		08:32 AM	
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	CHECK/ACH SEQ
VENDOR: 1400 NESCO									
S2547162.001	09/07/22	5670 Materials		09/21/22	14.86	.00	ACH		
VENDOR TOTAL:					14.86				
VENDOR: 1525 OKTIBBEHA COUNTY COOP									
817815	09/07/22	5667 Top Soil		09/21/22	102.00	.00	ACH		
818428	09/07/22	5673 Landscaping		09/21/22	296.00	.00	ACH		
818445	09/07/22	5673 Landscaping		09/21/22	48.55	.00	ACH		
820481	09/08/22	5698 Uniforms		09/21/22	42.55	.00	ACH		
820489	09/08/22	5695 Uniforms		09/21/22	215.03	.00	ACH		
820874	09/09/22	5705 Supplies		09/21/22	67.99	.00	ACH		
820925	09/12/22	5706 Top Soil		09/21/22	34.00	.00	ACH		
VENDOR TOTAL:					806.12				
VENDOR: 1892 S&N AIROFLO INC									
18548	09/07/22	5692 Aerator Rentals		09/21/22	4400.00	.00	ACH		
VENDOR TOTAL:					4400.00				
VENDOR: 1905 STARKVILLE AUTO PARTS									
5151-155072	09/07/22	5646 Maintenance		09/21/22	37.30	.00	CHK		
5151-155208	09/07/22	5674 Supplies		09/21/22	110.28	.00	CHK		
VENDOR TOTAL:					147.58				
VENDOR: 1937 SOUTHERN PIPE & SUPPLY									
7042003-00	09/07/22	5572 Materials		09/21/22	2184.24	.00	ACH		
VENDOR TOTAL:					2184.24				
VENDOR: 1943 SOUTHERN TELECOMMUNICATIONS									
AUGUST 2022	09/13/22	0 Phone Bill - 2490 - 66232318		09/21/22	147.64	.00	CHK		
VENDOR TOTAL:					147.64				
VENDOR: 2000 TALKING WARRIOR WATER ASSOC									
AUGUST 2022	09/13/22	0 TWWA Water Revenues		09/21/22	2329.80	.00	ACH		

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 09/21/22 ACCOUNT 23110

PAGE 6
RUN DATE 09/14/22 08:32 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:	2104	UPS									
000024W1X6352	09/12/22	5714	Shipping		09/21/22	41.66	.00	CHK			
					VENDOR TOTAL:	41.66					
VENDOR:	2202	WAYPOINT	ANALYTICAL								
1068899	09/07/22	6609	Testing		09/21/22	288.00	.00	ACH			
1068997	09/07/22	6609	Testing		09/21/22	288.00	.00	ACH			
					VENDOR TOTAL:	576.00					
VENDOR:	2328	WOFFORD	WATER SERVICE INC.								
13201	09/07/22	5559	Chemicals		09/21/22	7668.15	.00	ACH			
13242	09/07/22	5621	Chemicals		09/21/22	3122.85	.00	ACH			
					VENDOR TOTAL:	10791.00					
					GRAND TOTAL:	216041.16					



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 9-20-2022
PAGE: 1 of 26

SUBJECT: Request acceptance of the August 2022 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,
Webb Corban, Director of Finance
or David Wise, Manager of Accounting & Finance

SUGGESTED MOTION:

Acceptance of the August 2022 financial statements of the City of Starkville, MS.



Budget Report

Group Summary

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	8,340,000.00	8,340,000.00	109,216.34	8,155,739.89	-184,260.11	97.79 %
206 - LIEU OF TAXES	805,500.00	825,500.00	2,168.77	715,436.10	-110,063.90	86.67 %
220 - LICENSES AND PERMITS	259,000.00	382,500.00	19,715.38	393,025.30	10,525.30	102.75 %
230 - INTERGOVERNMENTAL REVENUES	12,119,500.00	12,509,521.71	758,044.43	11,048,006.88	-1,461,514.83	88.32 %
250 - GRANTS	107,900.00	203,400.00	0.00	122,138.82	-81,261.18	60.05 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	24,500.00	26,500.00	200.00	24,729.09	-1,770.91	93.32 %
330 - FINES AND FORFEITS	462,500.00	462,500.00	60,037.10	569,208.64	106,708.64	123.07 %
340 - MISCELLANEOUS	581,750.00	549,247.87	40,121.95	514,357.77	-34,890.10	93.65 %
360 - CHARGES FOR SERVICES	1,500.00	1,500.00	84.00	2,535.00	1,035.00	169.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,920,000.00	4,696,000.00	115,806.20	2,103,974.63	-2,592,025.37	44.80 %
631 - ODDFELLOWS	10,500.00	10,500.00	26.67	163.07	-10,336.93	1.55 %
Department: 000 - UNDESIGNATED Total:	27,632,650.00	28,007,169.58	1,105,420.84	23,649,315.19	-4,357,854.39	84.44 %
Department: 550 - PARKS AND REC DEPARTMENT						
340 - MISCELLANEOUS	0.00	0.00	0.00	70,000.00	70,000.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	0.00	0.00	0.00	70,000.00	70,000.00	0.00 %
Department: 553 - P&R CORNERSTONE						
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	288,000.00	0.00	0.00	-288,000.00	0.00 %
Department: 553 - P&R CORNERSTONE Total:	0.00	288,000.00	0.00	0.00	-288,000.00	0.00 %
Revenue Total:	27,632,650.00	28,295,169.58	1,105,420.84	23,719,315.19	-4,575,854.39	83.83 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	204,100.00	204,100.00	16,239.89	186,345.84	17,754.16	91.30 %
600 - CONTRACTUAL SERVICES	16,500.00	16,500.00	334.52	11,230.84	5,269.16	68.07 %
Department: 100 - BOARD OF ALDERMEN Total:	220,600.00	220,600.00	16,574.41	197,576.68	23,023.32	89.56 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	345,130.00	351,138.00	23,334.68	308,486.24	42,651.76	87.85 %
500 - SUPPLIES	10,000.00	10,000.00	924.69	7,352.77	2,647.23	73.53 %
600 - CONTRACTUAL SERVICES	23,000.00	26,000.00	1,148.41	21,933.72	4,066.28	84.36 %
900 - CAPITAL OUTLAY	78,500.00	78,500.00	7,072.60	37,754.83	40,745.17	48.10 %
Department: 110 - MUNICIPAL COURT Total:	456,630.00	465,638.00	32,480.38	375,527.56	90,110.44	80.65 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	92,950.00	154.30	70,109.61	22,840.39	75.43 %
Department: 111 - YOUTH COURT Total:	92,950.00	92,950.00	154.30	70,109.61	22,840.39	75.43 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	153,120.00	153,158.00	11,908.32	141,683.95	11,474.05	92.51 %
500 - SUPPLIES	1,200.00	2,200.00	170.99	1,702.86	497.14	77.40 %
600 - CONTRACTUAL SERVICES	151,000.00	150,000.00	25,336.85	111,408.38	38,591.62	74.27 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	305,820.00	305,858.00	37,416.16	254,795.19	51,062.81	83.31 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	336,400.00	347,664.00	21,693.47	296,926.45	50,737.55	85.41 %
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	118,250.00	136,750.00	3,147.30	131,380.80	5,369.20	96.07 %
900 - CAPITAL OUTLAY	90,000.00	115,604.00	2,044.95	111,883.29	3,720.71	96.78 %
Department: 123 - IT Total:	545,150.00	600,518.00	26,885.72	540,190.54	60,327.46	89.95 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 130 - ELECTIONS Total:	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	444,482.00	467,943.00	32,121.01	366,383.51	101,559.49	78.30 %
600 - CONTRACTUAL SERVICES	115,000.00	121,500.00	0.00	114,149.00	7,351.00	93.95 %
Department: 142 - CITY CLERKS OFFICE Total:	559,482.00	589,443.00	32,121.01	480,532.51	108,910.49	81.52 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	1,000.00	1,000.00	0.00	160.00	840.00	16.00 %
500 - SUPPLIES	9,500.00	9,500.00	249.82	6,487.54	3,012.46	68.29 %
600 - CONTRACTUAL SERVICES	23,500.00	23,500.00	8,515.87	20,580.46	2,919.54	87.58 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	1,958.23	1,041.77	65.27 %
Department: 145 - OTHER ADMINISTRATIVE Total:	37,000.00	37,000.00	8,765.69	29,186.23	7,813.77	78.88 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	175.00	6,997.50	1,502.50	82.32 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	8,500.00	8,500.00	175.00	6,997.50	1,502.50	82.32 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	69,945.00	69,945.00	5,386.16	64,633.99	5,311.01	92.41 %
Department: 160 - ATTORNEY AND STAFF Total:	69,945.00	69,945.00	5,386.16	64,633.99	5,311.01	92.41 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	235,000.00	235,000.00	12,537.22	171,872.57	63,127.43	73.14 %
Department: 169 - LEGAL Total:	235,000.00	235,000.00	12,537.22	171,872.57	63,127.43	73.14 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	307,383.00	315,630.00	21,895.54	271,143.26	44,486.74	85.91 %
500 - SUPPLIES	3,000.00	3,000.00	0.00	971.66	2,028.34	32.39 %
600 - CONTRACTUAL SERVICES	50,750.00	50,750.00	3,660.56	43,559.33	7,190.67	85.83 %
Department: 180 - HUMAN RESOURCES Total:	361,133.00	369,380.00	25,556.10	315,674.25	53,705.75	85.46 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	178,240.00	193,240.00	7,945.72	149,894.89	43,345.11	77.57 %
500 - SUPPLIES	1,100.00	1,100.00	0.00	1,004.71	95.29	91.34 %
600 - CONTRACTUAL SERVICES	47,150.00	43,845.00	9,124.38	32,631.53	11,213.47	74.42 %
900 - CAPITAL OUTLAY	20,000.00	23,305.00	0.00	23,305.00	0.00	100.00 %
Department: 190 - CITY PLANNER Total:	246,490.00	261,490.00	17,070.10	206,836.13	54,653.87	79.10 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	136,940.00	171,940.00	9,833.18	119,612.58	52,327.42	69.57 %
Department: 191 - EXTERNAL SERVICE Total:	136,940.00	171,940.00	9,833.18	119,612.58	52,327.42	69.57 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	713.50	4,769.75	730.25	86.72 %
600 - CONTRACTUAL SERVICES	89,500.00	90,200.00	8,089.33	85,936.61	4,263.39	95.27 %
800 - DEBT SERVICE	3,586.00	3,586.00	0.00	2,689.50	896.50	75.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	98,586.00	99,286.00	8,802.83	93,395.86	5,890.14	94.07 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	0.00	33,499.00	6,501.00	83.75 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	5,500.00	5,500.00	3,500.00	3,850.00	1,650.00	70.00 %
900 - CAPITAL OUTLAY	271,928.00	264,833.00	0.00	236,850.85	27,982.15	89.43 %
990 - TRANSFERS	342,500.00	355,000.00	0.00	355,000.00	0.00	100.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	659,928.00	665,333.00	3,500.00	629,199.85	36,133.15	94.57 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	26,000.00	26,000.00	822.00	19,965.00	6,035.00	76.79 %
631 - ODDFELLOWS	20,000.00	20,000.00	1,600.00	17,763.50	2,236.50	88.82 %
Department: 196 - CEMETERY ADMINISTRATION Total:	46,000.00	46,000.00	2,422.00	37,728.50	8,271.50	82.02 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	406,430.00	418,955.00	26,265.85	351,937.51	67,017.49	84.00 %
500 - SUPPLIES	6,150.00	6,150.00	367.41	2,868.33	3,281.67	46.64 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	20,900.00	20,900.00	1,123.84	7,127.01	13,772.99	34.10 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	5,745.16	4,254.84	57.45 %
Department: 197 - ENGINEERING Total:	443,480.00	456,005.00	27,757.10	367,678.01	88,326.99	80.63 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	4,518,290.00	4,810,605.00	337,532.42	4,275,198.41	535,406.59	88.87 %
500 - SUPPLIES	452,500.00	521,000.00	37,541.51	482,909.92	38,090.08	92.69 %
600 - CONTRACTUAL SERVICES	564,750.00	584,750.00	46,763.21	555,454.94	29,295.06	94.99 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	67,100.00	0.00	25,227.16	41,872.84	37.60 %
800 - DEBT SERVICE	147,000.00	147,000.00	0.00	146,964.00	36.00	99.98 %
900 - CAPITAL OUTLAY	127,700.00	192,700.00	1,979.00	189,679.26	3,020.74	98.43 %
Department: 201 - POLICE DEPARTMENT Total:	5,810,240.00	6,323,155.00	423,816.14	5,675,433.69	647,721.31	89.76 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	290,500.00	295,000.00	19,355.87	235,544.48	59,455.52	79.85 %
600 - CONTRACTUAL SERVICES	1,500.00	4,500.00	0.00	4,490.27	9.73	99.78 %
Department: 245 - DISPATCHERS Total:	292,000.00	299,500.00	19,355.87	240,034.75	59,465.25	80.15 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	103,210.00	118,070.00	9,795.27	108,062.67	10,007.33	91.52 %
500 - SUPPLIES	2,750.00	2,000.00	276.58	1,549.03	450.97	77.45 %
600 - CONTRACTUAL SERVICES	5,000.00	1,000.00	56.00	78.50	921.50	7.85 %
Department: 246 - CODE ENFORCEMENT Total:	110,960.00	121,070.00	10,127.85	109,690.20	11,379.80	90.60 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	134,230.00	149,230.00	12,439.42	135,708.08	13,521.92	90.94 %
Department: 254 - DUI GRANT Total:	134,230.00	149,230.00	12,439.42	135,708.08	13,521.92	90.94 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,222,685.00	4,229,761.00	289,499.07	3,745,972.68	483,788.32	88.56 %
500 - SUPPLIES	133,750.00	143,750.00	10,914.48	119,665.35	24,084.65	83.25 %
600 - CONTRACTUAL SERVICES	276,500.00	339,000.00	17,924.24	314,312.78	24,687.22	92.72 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	205,918.00	0.00	215,916.87	-9,998.87	104.86 %
800 - DEBT SERVICE	99,350.00	113,135.00	0.00	113,132.35	2.65	100.00 %
900 - CAPITAL OUTLAY	50,000.00	48,977.00	0.00	31,193.67	17,783.33	63.69 %
Department: 261 - FIRE DEPARTMENT Total:	4,782,285.00	5,080,541.00	318,337.79	4,540,193.70	540,347.30	89.36 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	263,390.00	265,565.00	20,036.32	235,265.67	30,299.33	88.59 %
500 - SUPPLIES	7,000.00	7,000.00	181.33	5,922.76	1,077.24	84.61 %
600 - CONTRACTUAL SERVICES	92,000.00	92,000.00	383.59	23,486.90	68,513.10	25.53 %
800 - DEBT SERVICE	6,935.00	6,935.00	577.76	6,933.12	1.88	99.97 %
Department: 281 - BUILDING/CODES OFFICE Total:	369,325.00	371,500.00	21,179.00	271,608.45	99,891.55	73.11 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
500 - SUPPLIES	650.00	650.00	0.00	0.00	650.00	0.00 %
600 - CONTRACTUAL SERVICES	17,500.00	18,900.00	1,806.66	18,509.24	390.76	97.93 %
900 - CAPITAL OUTLAY	0.00	6,250.00	0.00	-6,062.14	12,312.14	-96.99 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,150.00	25,800.00	1,806.66	12,447.10	13,352.90	48.24 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	938,370.00	941,466.00	53,774.13	730,762.06	210,703.94	77.62 %
500 - SUPPLIES	183,750.00	296,250.00	35,240.94	280,550.35	15,699.65	94.70 %
600 - CONTRACTUAL SERVICES	589,500.00	536,500.00	54,294.97	490,607.38	45,892.62	91.45 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	27,500.00	0.00	27,357.00	143.00	99.48 %
800 - DEBT SERVICE	98,675.00	119,528.00	324.99	119,388.97	139.03	99.88 %
900 - CAPITAL OUTLAY	60,000.00	34,647.00	0.00	4,985.90	29,661.10	14.39 %
Department: 301 - STREET DEPARTMENT Total:	1,870,295.00	1,955,891.00	143,635.03	1,653,651.66	302,239.34	84.55 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	94,180.00	96,405.00	8,497.12	86,477.61	9,927.39	89.70 %
500 - SUPPLIES	3,500.00	6,000.00	371.81	4,291.21	1,708.79	71.52 %
600 - CONTRACTUAL SERVICES	5,550.00	5,550.00	113.20	3,918.91	1,631.09	70.61 %
Department: 360 - ANIMAL CONTROL Total:	103,230.00	107,955.00	8,982.13	94,687.73	13,267.27	87.71 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	1,065,310.00	120,854.29	0.00	120,854.29	0.00	100.00 %
500 - SUPPLIES	175,000.00	25,847.91	288.08	26,135.99	-288.08	101.11 %
600 - CONTRACTUAL SERVICES	467,100.00	1,300,738.09	116,382.58	1,199,779.95	100,958.14	92.24 %
800 - DEBT SERVICE	17,956.00	17,956.00	0.00	13,467.00	4,489.00	75.00 %
900 - CAPITAL OUTLAY	20,000.00	0.00	0.00	225.00	-225.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,745,366.00	1,465,396.29	116,670.66	1,360,462.23	104,934.06	92.84 %
Department: 553 - P&R CORNERSTONE						
600 - CONTRACTUAL SERVICES	0.00	419,828.46	20,724.40	400,552.86	19,275.60	95.41 %
Department: 553 - P&R CORNERSTONE Total:	0.00	419,828.46	20,724.40	400,552.86	19,275.60	95.41 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
900 - CAPITAL OUTLAY	2,355,000.00	1,870,000.00	86,870.26	1,613,619.93	256,380.07	86.29 %
Department: 600 - CAPITAL PROJECTS Total:	2,365,000.00	1,880,000.00	86,870.26	1,613,619.93	266,380.07	85.83 %
Department: 601 - MAIN STREET						
900 - CAPITAL OUTLAY	0.00	325,000.00	74,609.20	118,189.21	206,810.79	36.37 %
Department: 601 - MAIN STREET Total:	0.00	325,000.00	74,609.20	118,189.21	206,810.79	36.37 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,662,412.00	2,663,412.00	585,562.50	2,108,026.06	555,385.94	79.15 %
Department: 800 - DEBT SERVICE Total:	2,662,412.00	2,663,412.00	585,562.50	2,108,026.06	555,385.94	79.15 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,845,023.00	2,411,504.83	0.00	0.00	2,411,504.83	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,845,023.00	2,411,504.83	0.00	0.00	2,411,504.83	0.00 %
Expense Total:	27,632,650.00	28,295,169.58	2,111,554.27	22,295,853.21	5,999,316.37	78.80 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-1,006,133.43	1,423,461.98	1,423,461.98	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	11,500.00	13,105.00	874.75	10,999.75	-2,105.25	83.94 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	10,000.00	-4,422.00	0.00	0.00	4,422.00	0.00 %
Department: 000 - UNDESIGNATED Total:	21,500.00	8,683.00	874.75	10,999.75	2,316.75	126.68 %
Revenue Total:	21,500.00	8,683.00	874.75	10,999.75	2,316.75	126.68 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	5,000.00	7,183.00	0.00	7,112.14	70.86	99.01 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	1,625.15	-125.15	108.34 %
900 - CAPITAL OUTLAY	15,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	21,500.00	8,683.00	0.00	8,737.29	-54.29	100.63 %
Expense Total:	21,500.00	8,683.00	0.00	8,737.29	-54.29	100.63 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	874.75	2,262.46	2,262.46	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	139,000.00	146,725.00	0.00	150,505.36	3,780.36	102.58 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	130,000.00	130,000.00	0.00	0.00	-130,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	269,000.00	276,725.00	0.00	150,505.36	-126,219.64	54.39 %
Revenue Total:	269,000.00	276,725.00	0.00	150,505.36	-126,219.64	54.39 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	500.00	2,000.00	0.00	1,766.50	233.50	88.33 %
800 - DEBT SERVICE	263,250.00	269,475.00	0.00	267,911.19	1,563.81	99.42 %
900 - CAPITAL OUTLAY	5,250.00	5,250.00	0.00	0.00	5,250.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,000.00	276,725.00	0.00	269,677.69	7,047.31	97.45 %
Expense Total:	269,000.00	276,725.00	0.00	269,677.69	7,047.31	97.45 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	-119,172.33	-119,172.33	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	49,665.70	-21,285.30	70.00 %
340 - MISCELLANEOUS	30,500.00	30,500.00	2,135.00	27,022.67	-3,477.33	88.60 %
360 - CHARGES FOR SERVICES	509,250.00	856,250.00	65,780.28	792,514.27	-63,735.73	92.56 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	700,000.00	0.00	0.00	-700,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,310,701.00	1,657,701.00	67,915.28	869,202.64	-788,498.36	52.43 %
Revenue Total:	1,310,701.00	1,657,701.00	67,915.28	869,202.64	-788,498.36	52.43 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	170,300.00	173,300.00	12,161.56	125,906.79	47,393.21	72.65 %
500 - SUPPLIES	419,000.00	743,500.00	31,586.80	647,848.16	95,651.84	87.13 %
600 - CONTRACTUAL SERVICES	104,850.00	111,850.00	15,797.32	119,762.21	-7,912.21	107.07 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	42,500.00	490.00	36,402.10	6,097.90	85.65 %
900 - CAPITAL OUTLAY	616,551.00	586,551.00	0.00	2,910.12	583,640.88	0.50 %
Department: 505 - AIRPORT Total:	1,310,701.00	1,657,701.00	60,035.68	932,829.38	724,871.62	56.27 %
Expense Total:	1,310,701.00	1,657,701.00	60,035.68	932,829.38	724,871.62	56.27 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	7,879.60	-63,626.74	-63,626.74	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	145,556.00	145,556.00	8,777.06	117,371.64	-28,184.36	80.64 %
Department: 000 - UNDESIGNATED Total:	145,556.00	145,556.00	8,777.06	117,371.64	-28,184.36	80.64 %
Revenue Total:	145,556.00	145,556.00	8,777.06	117,371.64	-28,184.36	80.64 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	49,414.00	49,414.00	9,310.00	34,842.17	14,571.83	70.51 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	96,142.00	96,142.00	0.00	89,125.34	7,016.66	92.70 %
Department: 515 - RESTRICTED PROJECTS Total:	145,556.00	145,556.00	9,310.00	123,967.51	21,588.49	85.17 %
Expense Total:	145,556.00	145,556.00	9,310.00	123,967.51	21,588.49	85.17 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-532.94	-6,595.87	-6,595.87	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	2,800,000.00	2,988,000.00	250,850.37	2,744,611.72	-243,388.28	91.85 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	2,575.00	-297,425.00	0.86 %
Department: 000 - UNDESIGNATED Total:	3,100,000.00	3,288,000.00	250,850.37	2,747,186.72	-540,813.28	83.55 %
Revenue Total:	3,100,000.00	3,288,000.00	250,850.37	2,747,186.72	-540,813.28	83.55 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,564,361.00	1,625,893.00	126,882.90	1,416,169.82	209,723.18	87.10 %
500 - SUPPLIES	240,500.00	378,500.00	29,637.58	352,360.09	26,139.91	93.09 %
600 - CONTRACTUAL SERVICES	844,600.00	886,600.00	63,320.65	814,824.86	71,775.14	91.90 %
800 - DEBT SERVICE	298,702.00	298,702.00	3,743.59	298,608.26	93.74	99.97 %
900 - CAPITAL OUTLAY	151,837.00	98,305.00	0.00	97,107.52	1,197.48	98.78 %
Department: 322 - SANITATION DEPARTMENT Total:	3,100,000.00	3,288,000.00	223,584.72	2,979,070.55	308,929.45	90.60 %
Department: 341 - LANDSCAPING						
600 - CONTRACTUAL SERVICES	0.00	0.00	118.18	247.70	-247.70	0.00 %
Department: 341 - LANDSCAPING Total:	0.00	0.00	118.18	247.70	-247.70	0.00 %
Expense Total:	3,100,000.00	3,288,000.00	223,702.90	2,979,318.25	308,681.75	90.61 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	27,147.47	-232,131.53	-232,131.53	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	1,000.00	1,000.00	0.00	0.00	-1,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	440,000.00	440,000.00	22,670.40	239,613.57	-200,386.43	54.46 %
Department: 000 - UNDESIGNATED Total:	441,000.00	441,000.00	22,670.40	239,613.57	-201,386.43	54.33 %
Revenue Total:	441,000.00	441,000.00	22,670.40	239,613.57	-201,386.43	54.33 %
Expense						
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	221,000.00	221,000.00	577.18	577.18	220,422.82	0.26 %
900 - CAPITAL OUTLAY	220,000.00	220,000.00	0.00	0.00	220,000.00	0.00 %
Department: 323 - LANDFILL Total:	441,000.00	441,000.00	577.18	577.18	440,422.82	0.13 %
Expense Total:	441,000.00	441,000.00	577.18	577.18	440,422.82	0.13 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	22,093.22	239,036.39	239,036.39	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	50,000.00	50,000.00	3,284.00	35,254.00	-14,746.00	70.51 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	90,000.00	90,000.00	3,284.00	35,254.00	-54,746.00	39.17 %
Revenue Total:	90,000.00	90,000.00	3,284.00	35,254.00	-54,746.00	39.17 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	90,000.00	90,000.00	43,113.00	65,627.76	24,372.24	72.92 %
Department: 112 - COMPUTER ASSESMENTS Total:	90,000.00	90,000.00	43,113.00	65,627.76	24,372.24	72.92 %
Expense Total:	90,000.00	90,000.00	43,113.00	65,627.76	24,372.24	72.92 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-39,829.00	-30,373.76	-30,373.76	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 120 - MODERIZATION USE TAX						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,000,000.00	1,467,472.75	0.00	1,467,472.75	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	1,000,000.00	1,467,472.75	0.00	1,467,472.75	0.00	100.00 %
Revenue Total:	1,000,000.00	1,467,472.75	0.00	1,467,472.75	0.00	100.00 %
Expense						
Department: 300 - STREET DEPARTMENT						
900 - CAPITAL OUTLAY	1,000,000.00	1,467,472.75	183,276.04	1,306,095.35	161,377.40	89.00 %
Department: 300 - STREET DEPARTMENT Total:	1,000,000.00	1,467,472.75	183,276.04	1,306,095.35	161,377.40	89.00 %
Expense Total:	1,000,000.00	1,467,472.75	183,276.04	1,306,095.35	161,377.40	89.00 %
Fund: 120 - MODERIZATION USE TAX Surplus (Deficit):	0.00	0.00	-183,276.04	161,377.40	161,377.40	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 150 - FEDERAL FORFEITED FUNDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.00	0.16	0.16	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	0.16	0.16	0.00 %
Revenue Total:	0.00	0.00	0.00	0.16	0.16	0.00 %
Fund: 150 - FEDERAL FORFEITED FUNDS Total:	0.00	0.00	0.00	0.16	0.16	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	2,500.00	2,500.00	0.00	486.85	-2,013.15	19.47 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	700,000.00	1,010,000.00	0.00	0.00	-1,010,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	702,500.00	1,012,500.00	0.00	486.85	-1,012,013.15	0.05 %
Revenue Total:	702,500.00	1,012,500.00	0.00	486.85	-1,012,013.15	0.05 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	702,500.00	752,500.00	51,099.66	776,611.74	-24,111.74	103.20 %
900 - CAPITAL OUTLAY	0.00	260,000.00	0.00	0.00	260,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	702,500.00	1,012,500.00	51,099.66	776,611.74	235,888.26	76.70 %
Expense Total:	702,500.00	1,012,500.00	51,099.66	776,611.74	235,888.26	76.70 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-51,099.66	-776,124.89	-776,124.89	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 309 - AMERICAN RELIEF FUND						
Revenue						
Department: 000 - UNDESIGNATED						
250 - GRANTS	3,153,333.10	3,153,333.10	0.00	3,153,333.10	0.00	100.00 %
340 - MISCELLANEOUS	0.00	0.00	2,288.16	6,908.47	6,908.47	0.00 %
Department: 000 - UNDESIGNATED Total:	3,153,333.10	3,153,333.10	2,288.16	3,160,241.57	6,908.47	100.22 %
Revenue Total:	3,153,333.10	3,153,333.10	2,288.16	3,160,241.57	6,908.47	100.22 %
Expense						
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	3,150,333.10	3,150,333.10	0.00	0.00	3,150,333.10	0.00 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	1,984.00	1,016.00	66.13 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	3,153,333.10	3,153,333.10	0.00	1,984.00	3,151,349.10	0.06 %
Expense Total:	3,153,333.10	3,153,333.10	0.00	1,984.00	3,151,349.10	0.06 %
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	0.00	0.00	2,288.16	3,158,257.57	3,158,257.57	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - LINKAGE TAP PROJECT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Revenue Total:	30,000.00	30,000.00	0.00	0.00	-30,000.00	0.00 %
Expense						
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	30,000.00	30,000.00	0.00	13,760.97	16,239.03	45.87 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	30,000.00	30,000.00	0.00	13,760.97	16,239.03	45.87 %
Expense Total:	30,000.00	30,000.00	0.00	13,760.97	16,239.03	45.87 %
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	0.00	0.00	0.00	-13,760.97	-13,760.97	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	1,500.00	1,500.00	109.44	63,782.95	62,282.95	4,252.20 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,000,000.00	440,000.00	0.00	-2,802.50	-442,802.50	0.64 %
Department: 000 - UNDESIGNATED Total:	1,001,500.00	441,500.00	109.44	60,980.45	-380,519.55	13.81 %
Revenue Total:	1,001,500.00	441,500.00	109.44	60,980.45	-380,519.55	13.81 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	735.00	735.00	4,265.00	14.70 %
900 - CAPITAL OUTLAY	996,500.00	436,500.00	0.00	91,823.64	344,676.36	21.04 %
Department: 600 - CAPITAL PROJECTS Total:	1,001,500.00	441,500.00	735.00	92,558.64	348,941.36	20.96 %
Expense Total:	1,001,500.00	441,500.00	735.00	92,558.64	348,941.36	20.96 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-625.56	-31,578.19	-31,578.19	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

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	1,825,000.00	2,117,500.00	195,677.47	2,410,494.53	292,994.53	113.84 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,000.00	1,500,000.00	0.00	0.00	-1,500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,325,000.00	3,617,500.00	195,677.47	2,410,494.53	-1,207,005.47	66.63 %
Revenue Total:	3,325,000.00	3,617,500.00	195,677.47	2,410,494.53	-1,207,005.47	66.63 %
Expense						
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	154,500.00	10,335.00	154,427.72	72.28	99.95 %
800 - DEBT SERVICE	1,487,955.00	1,487,955.00	405,384.32	1,471,782.57	16,172.43	98.91 %
900 - CAPITAL OUTLAY	1,637,045.00	1,637,045.00	0.00	0.00	1,637,045.00	0.00 %
950 - TRANSFERS	200,000.00	338,000.00	0.00	50,000.00	288,000.00	14.79 %
Department: 551 - PARK & REC TOURISM Total:	3,325,000.00	3,617,500.00	415,719.32	1,676,210.29	1,941,289.71	46.34 %
Expense Total:	3,325,000.00	3,617,500.00	415,719.32	1,676,210.29	1,941,289.71	46.34 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	-220,041.85	734,284.24	734,284.24	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	3,081,225.00	0.00	913,115.47	-2,168,109.53	29.63 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	3,081,225.00	0.00	913,115.47	-2,168,109.53	29.63 %
Revenue Total:	1,500,000.00	3,081,225.00	0.00	913,115.47	-2,168,109.53	29.63 %
Expense						
Department: 318 - MS182/MLK						
500 - SUPPLIES	0.00	0.00	0.00	222.80	-222.80	0.00 %
600 - CONTRACTUAL SERVICES	900,000.00	900,000.00	0.00	154,890.57	745,109.43	17.21 %
900 - CAPITAL OUTLAY	600,000.00	2,181,225.00	6,419.30	6,419.30	2,174,805.70	0.29 %
Department: 318 - MS182/MLK Total:	1,500,000.00	3,081,225.00	6,419.30	161,532.67	2,919,692.33	5.24 %
Expense Total:	1,500,000.00	3,081,225.00	6,419.30	161,532.67	2,919,692.33	5.24 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	-6,419.30	751,582.80	751,582.80	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10,000.00	10,000.00	3,284.39	40,912.04	30,912.04	409.12 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	17,990,000.00	14,163,009.63	0.00	0.00	-14,163,009.63	0.00 %
Department: 000 - UNDESIGNATED Total:	18,000,000.00	14,173,009.63	3,284.39	40,912.04	-14,132,097.59	0.29 %
Revenue Total:	18,000,000.00	14,173,009.63	3,284.39	40,912.04	-14,132,097.59	0.29 %
Expense						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	913,466.00	103,466.00	0.00	42,479.98	60,986.02	41.06 %
900 - CAPITAL OUTLAY	17,086,534.00	14,069,543.63	592,228.47	8,871,522.93	5,198,020.70	63.05 %
Department: 551 - PARK & REC TOURISM Total:	18,000,000.00	14,173,009.63	592,228.47	8,914,002.91	5,259,006.72	62.89 %
Expense Total:	18,000,000.00	14,173,009.63	592,228.47	8,914,002.91	5,259,006.72	62.89 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	-588,944.08	-8,873,090.87	-8,873,090.87	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 681 - PAYROLL						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.00	810.87	810.87	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	810.87	810.87	0.00 %
Revenue Total:	0.00	0.00	0.00	810.87	810.87	0.00 %
Expense						
Department: 000 - UNDESIGNATED						
100 - LIABILITIES, EQUITIES, OTHER CREDITS	0.00	0.00	0.00	233.99	-233.99	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	233.99	-233.99	0.00 %
Department: 243 - MISSING DESCRIPTION FOR DEPT - 243						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	2,139.70	-2,139.70	0.00 %
Department: 243 - MISSING DESCRIPTION FOR DEPT - 243 Total:	0.00	0.00	0.00	2,139.70	-2,139.70	0.00 %
Expense Total:	0.00	0.00	0.00	2,373.69	-2,373.69	0.00 %
Fund: 681 - PAYROLL Surplus (Deficit):	0.00	0.00	0.00	-1,562.82	-1,562.82	0.00 %

Budget Report

For Fiscal: 2021-2022 Period Ending: 08/31/2022

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	1,500,000.00	1,500,000.00	0.00	1,500,000.00	0.00	100.00 %
340 - MISCELLANEOUS	0.00	0.00	696.40	1,816.82	1,816.82	0.00 %
Department: 000 - UNDESIGNATED Total:	1,500,000.00	1,500,000.00	696.40	1,501,816.82	1,816.82	100.12 %
Revenue Total:	1,500,000.00	1,500,000.00	696.40	1,501,816.82	1,816.82	100.12 %
Expense						
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
Department: 300 - STREET DEPARTMENT Total:	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
Expense Total:	1,500,000.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION Surplus (Deficit):	0.00	0.00	696.40	1,501,816.82	1,501,816.82	0.00 %
Report Surplus (Deficit):	0.00	0.00	-2,035,922.26	-2,175,938.15	-2,175,938.15	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-1,006,133.43	1,423,461.98	1,423,461.98
002 - RESTRICTED POLICE FUND	0.00	0.00	874.75	2,262.46	2,262.46
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	-119,172.33	-119,172.33
015 - AIRPORT FUND	0.00	0.00	7,879.60	-63,626.74	-63,626.74
016 - RESTRICTED AIRPORT	0.00	0.00	-532.94	-6,595.87	-6,595.87
022 - ENVIRONMENTAL SERVICES	0.00	0.00	27,147.47	-232,131.53	-232,131.53
023 - LANDFILL ACCOUNT	0.00	0.00	22,093.22	239,036.39	239,036.39
107 - COMPUTER ASSESSMENTS	0.00	0.00	-39,829.00	-30,373.76	-30,373.76
120 - MODERIZATION USE TAX	0.00	0.00	-183,276.04	161,377.40	161,377.40
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.00	0.16	0.16
303 - INDUSTRIAL PARK BOND	0.00	0.00	-51,099.66	-776,124.89	-776,124.89
309 - AMERICAN RELIEF FUND	0.00	0.00	2,288.16	3,158,257.57	3,158,257.57
310 - LINKAGE TAP PROJECT	0.00	0.00	0.00	-13,760.97	-13,760.97
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-625.56	-31,578.19	-31,578.19
375 - PARK AND REC TOURISM	0.00	0.00	-220,041.85	734,284.24	734,284.24
377 - BUILD GRANT MS 182 / MLK C	0.00	0.00	-6,419.30	751,582.80	751,582.80
380 - PARK BONDS 2020	0.00	0.00	-588,944.08	-8,873,090.87	-8,873,090.87
681 - PAYROLL	0.00	0.00	0.00	-1,562.82	-1,562.82
700 - STARK/HOSPITAL ROAD EXPAN	0.00	0.00	696.40	1,501,816.82	1,501,816.82
Report Surplus (Deficit):	0.00	0.00	-2,035,922.26	-2,175,938.15	-2,175,938.15



Starkville Utilities – Electric Division
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending August 31, 2022

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Electric Sales	\$ 39,875,000	\$ 5,747,949	\$ 40,163,407	288,407	100.72%
Other Revenue	1,915,000	165,501	1,540,746	(374,254)	80.46%
Total Revenue	\$ 41,790,000	\$ 5,913,450	\$ 41,704,153	(85,847)	99.79%
<u>Expenses</u>					
Purchased Power Expense	\$ 30,800,000	\$ 4,750,251	\$ 32,470,732	(1,670,732)	105.42%
Payroll Expenses	2,940,203	240,734	2,543,217	396,986	86.50%
Operating Expenses	1,546,000	63,215	1,190,762	355,238	77.02%
Maintenance Expense	1,110,000	140,777	930,699	179,301	83.85%
Capital Expense	3,877,523	448,709	3,084,999	792,524	79.56%
Debt Expense	624,813	-	624,813	-	100.00%
Tax Equivalency	1,365,000	113,750	1,251,250	113,750	91.67%
Total Expenses	\$ 42,263,539	\$ 5,757,436	\$ 42,096,472	167,068	99.60%
Total Revenue Over Expenses	\$ (473,539)	\$ 156,015	\$ (392,318)	\$ 81,221	82.85%

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



Starkville Utilities – Water & Sewer Division
Budget Year 2022 (10/2021-9/2022) Report
For the Period Ending August 31, 2022

****PRELIMINARY**

	Total 2022 Budget	Period Activity	Budget Year-to-Date Activity	Variance Favorable (Unfavorable)	Percent Used
<u>Revenues</u>					
Water & Sewer Sales Revenues	\$ 8,000,000	\$ 719,781	\$ 7,481,203	(518,797)	93.52%
Other Revenues	1,650,349	108,149	1,454,861	(195,488)	88.15%
Total Revenues	\$ 9,650,349	\$ 827,930	\$ 8,936,064	(714,285)	92.60%
<u>Expenses</u>					
Payroll Expense	\$ 2,421,903	\$ 144,935	\$ 1,715,380	(706,523)	70.83%
Operating Expense	1,845,000	122,104	1,550,358	(294,642)	84.03%
Maintenance Expense	2,220,000	189,410	1,731,098	(488,902)	77.98%
Capital Expense	2,409,015	83,240	1,519,555	(889,460)	63.08%
Debt Expense	1,501,388	86,224	1,448,972	(52,416)	96.51%
Total Expenses	\$ 10,397,306	\$ 625,913	\$ 7,965,363	(2,431,943)	76.61%
Total Revenues Over Expenses	\$ (746,957)	\$ 202,017	\$ 970,701	\$ (3,146,228)	-129.95%

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



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

AGENDA ITEM DEPT.: Finance and Administration

AGENDA DATE: 9/20/22

PAGE: 1 of many

SUBJECT: 2023 Source of Supply

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

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

REQUESTING

DEPARTMENT: Department of Finance

DIRECTOR'S

AUTHORIZATION: Lesa Hardin, City Clerk/CFO

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

SUGGESTED MOTION:

Move approval to accept the lowest and best bids received for October 1, 2022 – September 30, 2023 source of supply listing for the Starkville General City.

PUBLIC WORKS: STREETS

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

	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
12" x 6"	7.96	4.90	4.88		
12" x 18"	16.29	10.45	11.69		
12" x 36"	29.81	17.37	19.08		
18" x 18"	24.23	15.85	15.31		
18" x 24"	29.81	17.37	19.08		
24" x 24"	37.69	23.16	22.22		
24" x 30"	49.62	28.95	30.61		
30" x 30"	59.97	36.18	37.58		
36" x 36"	88.15	52.11	54.12		
48" x 24"	76.77	46.32	50.48		
48" x 48"	152.32	92.64	96.21		
24" x 24" stop sign	37.69	21.69	22.93		
30" x 30" stop sign	58.62	33.87	35.27		
36" x 36" stop sign	88.15	48.80	52.12		
30" yield	31.24	19.79	27.01		
36" yield	41.84	27.49	33.86		

Section 2: Street Sign Blanks (Aluminum, No Holes)	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
6x18x0.080	6.98	3.38	2.98		
6x24x0.080	9.01	4.44	4.00		
6x30x0.080	11.26	5.70	4.87		
6x36x0.080	12.40	6.75	5.52		
6x48x0.080	16.27	9.67	7.33		
Section 3: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
24"x24" Stop Sign	21.95	7.52	9.17		
30"x30" Stop Sign	28.60	11.75	14.08		
36"x36" Stop Sign	43.71 (minimum order of 5 identical)	16.92	20.11		
30" Yield	16.84 (minimum order of 5 identical) \$3.37 each	6.24	14.18		
36" Yield	23.55 (minimum order of 5 identical) \$4.71 each	7.74	20.30		
Section 4: Sheet Vinyl		Vulcan Signs	G&C Supply Co		
6" roll x 50yd white eng grade		118.59	126.12		
6"roll x 50 yd black sheet vinly with application tape on front		294.53 (must be purchased in 6 roll increments)	No bid		

Section 5: Assorted U-Channel Posts:	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50					
7 foot	No bid	22.75	17.83		
8 foot	31.64	26.00	20.40		
9 foot	35.59	29.25	22.93		
10 foot	39.55	32.50	25.48		
12 foot	47.46	39.00	30.56		
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
7 foot	23.20	19.60	14.41		
8 foot	25.05	22.40	16.48		
9 foot	No Bid	25.20	18.54		
10 foot	31.32	28.00	20.59		
12 foot	37.58	33.60	24.70		
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
10 foot	39.55	32.50	25.48		
12 foot	47.46	39.00	30.56		

U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
10 foot	31.32	28.00	20.59		
12 foot	37.58	33.60	24.70		
Section 6: 4-way intersection name signs:					
Galvanized Steel: Black on white baked enamel on					
Mounted with embossed lettering & border					
On heavy-duty interlocking brackets					
Section 7: Street name posts: tubular, galvanized	Custom Products Corporation	Vulcan Signs	G&C Supply Co		
2-3/8"x11"	6.77 (5.5 blade holder)	51.18 (bundles of 37)	41.89		
2-3/8" O.D. pipe caps	6.77 (5.5 blade holder)	6.55	5.76		
90 degree cross plates (Vulcan signs VSS-2 or equivalent)		8.75	5.76		
Vulcan signs VSS-2 or equivalen					
Section 8: fill material, Delivered	Crossway Trucking				
Clay gravel					
Ton/Cu yard	33.00 ton				
Washed gravel					
Ton/Cu yard	38.00 ton				

Pea gravel					
Ton/Cu yard					
Road gravel					
Ton/Cu yard					
Fill soil					
Ton/Cu yard					
Top soil					
Ton/Cu yard					
Fill dirt (select)					
Ton/Cu yard					
River sand					
Ton/Cu yard					
MDOT Class C Bedding Material					
Ton					
Fill dirt (local pit, select, loaded, & hailed by city personnel	Nunley Trucking Com Inc	Crossway Trucking			
Ton/Cu yard					
Crushed Limestone #5					
Ton/Cu yard	36.90 ton	N/A			
Crushed Limestone #6					
Ton/Cu yard	38.25 ton	42.10 ton			
Crushed Limestone #7					
Ton/Cu yard	36.90 ton	44.10 ton			
Crushed Limestone #9					

Ton/Cu yard	36.90 ton	42.10 ton			
Crushed Limestone #57					
Ton/Cu yard	36.90 ton	42.10 ton			
Crushed Limestone #89					
Ton/Cu yard	36.25 ton	44.10 ton			

Crushed Limestone #610					
Ton/Cu yard	32.50 ton	39.60 ton			
Rip Rap-size 100 lb					
Ton/Cu yard	37.50 ton	45.60 ton			
Rip Rap-size 200 lb					
Ton/Cu yard	37.20 ton	45.60 ton			
Section 9: concrete, delivered					
2500 psi (4 ½) bag					
Cu yard					
3000 psi (5 bag)					
2500 psi (4 ½) bag w/ fiber reinf)					
Cu yard					
3000 psi (5bag with fiber reinf)					
2500 psi (4 1/2) bag with fiber Reinf)					
300 psi (5 bag with fiber reinf)					
Section 10: black base, at which time it will	Hot mix F.O.B. Asphalt be re-negotiated or	Plant. Ashalt re-bid.	Bid price	To be good	For 3 months

Grade 1_____ Ton					
Section 11: Surface months at which time	Course, hot mix F.O.B it will be re-negotiated	Asphalt Plant or	Asphalt Bid re-bid	Price to	Good for 3
Ton					
Section 12: Binder good for 3 months	Course, hot mix F.O.B it will be re-negotiated	Asphalt or re-bid	Plant,	Asphalt bid	Price to be
Grade 1_____ Ton					
Section 13: Cold mix F.O.B asphalt plant					
Plant Mix _____ton					
UPM mix _____ Ton					
Section 14: Emulsified price to be good for 3	Asphalt, F.O.B Asphalt months at which time	Plant/ it will be	Distribution renegotiated	Point or re-bid	Asphalt bid
gal					
Section 15: Mosquito Control Chemicals (must be labeled for mosquito spray use)	Adapco				
Approved manufactures (adulticides)					
1. bayer permanone RTU.. gal	PermaSease 4-4 \$33.25/gl PermaSease 3-15 \$49.50/gl				
Scourge 4+12 gal					
2. Clarke/ anvil 2+2 gal					
Mosquitomist one gal					
Approved manufactures (larvicides)					
1.wellmark (altoside) 30 day briquettes (400 count)					
Case					

2.wellmark(aloside) 150 day briquettes (220) count					
Case	Metalary XRP (contains 4.25% S Methoprene) \$450.00/case (200 WSP/Case) Metalary XRP (contains 4.25% S Methoprene) \$1,760.00/case (800 WSP/Case) Vectolex WSP Bacillus sphaericus 2362 strain ABTS-1743 \$750.00/Case (800 WSP/Case)				
Section 16: Concrete median barriers (precast)					
Each					
Section 17: standard curb inlet: grate & frame equivalent to MS Hwy dept type A					
Each					
Grate & frame equivalent to MS Hwy department type c					
Each					
3 piece grate and frame equivalent to city of Hattiesburg standard (48" width)					
Each					
3 piece grate & frame equivalent to City of Hattiesburg standard (60" width)					
Each					
Section 18: standard Catch basin: Grate &					

frame equivalent to MS Hwy Dept type D					
Each					
Section 19: Various traffic control graphics 3M stamark pavement tape, or equivalent, with installation equipment provided by vendor					
Turn arrows sq ft					
Onlys sq ft					
4" yellow strip sq ft					
4 " white strip sq ft					
6" yellow strip sq ft					
6" white strip sq ft					
Section 20: Fuel & other Petroleum products:					
Gasoline(unleaded) gal					
Diesel (non-Highway use) gal					
Diesel (hwy use) gal					
Diesel Oil (55 gal Drum) drum					
Oil (10w40, 55 gal.) drum					
Oil (10W40, Case of 24 quart) case					
Anti-freeze (55 gal. Drum) Drum					
Hydrolic Fluid (55 gal. Drum) drum					
Transmission Fluid (55gal drum) drum					
Grease (5 gal. can) can					
Grease (cartridges) cartridges					

Section 21: Round reinforced culvert pipe, concrete, class III, with mortar joints

12" LF					
15" LF					
18" LF					
21" LF					
24" LF					
27" LF					
30" LF					
36" LF					
42" LF					
48" LF					
54" LF					
60" LF					
66" LF					
72" LF					
Section 21-A: Round reinforced culvert pipe, concrete, class IV, with mortar Joints					
12" LF					
15" LF					
18" LF					
21" LF					
24" LF					
27" LF					
30" LF					

36" LF					
42" LF					
48" LF					
54" LF					
60" LF					
66" LF					
72" LF					
Section 22: bends, Wyes, & Tees					
Bends LF					
Wyes and Tees, Stub 15 inches or larger, 6 Ft lengths LF					
Double wyes and tees LF					
Section 23: Reinforced, flared end sections, round					
18" LF					
24" LF					
30" LF					
36" LF					
42" LF					
48" LF					
54" LF					
60" LF					
66" LF					
72" LF					
78" LF					

84" LF					
90" LF					
96" LF					
Section 24: reinforced, flared end sections, ach					
22"x13" LF					
30"x18" LF					
36"x23" LF					
44"x27" LF					
51"x31" LF					
58"x36" LF					
65"x40" LF					
73"x45" LF					
Section 25: Reinforced, concrete culvert pipe, arched, class III					
22"x13" LF					
30"x18" LF					
36"x23" LF					
44"x27" LF					
51"x31" LF					
58"x36" LF					
65"x40" LF					
73"x45" LF					

Section 25-A: Reinforced, concrete culvert pipe, arched, class III					
22"x13" LF					
30"x18" LF					
36"x23" LF					
44"x27" LF					
51"x31" LF					
58"x36" LF					
65"x40" LF					
73"x45" LF					
Section 26: joint sealant (ramneck or equivalent)					
28pcs.-1 1/2x3' per box					
Section 27: recast manoles					
Concrete diameter with water section, proofing treatment on interior & flexible at all tie-ins					
With steps LF					
Without steps LF					
With floor LF					
Section 28: Corrugated Polyethylene Pipe Culverts ripped pipe with smooth interior (submit specifications & manufacturer with bid) for use under H2O live loading. Corrugated polyethylene pipe shall conform to the	G&O Supply				

requirments of AASHTO designation:M294, type S					
12" LF	9.27				
15" LF	12.90				
18" LF	17.14				
21" LF	No bid				
24" LF	28.67				
27" LF	No bid				
30" LF	41.12				
36" LF	54.59				
42" LF	66.38				
48" LF	83.67				
54" LF	No bid				
60" LF	144.10				
Section 28-A: Corrgated polypropylene pipe culverts (N-12 HP)					
12" LF	13.48				
15" LF	16.85				
18" LF	23.60				
21" LF	No bid				
24" LF	33.71				
27" LF	No bid				
30" LF	51.69				
36" LF	70.79				

42" LF	87.64				
48" LF	119.10				
54" LF	No bid				
60" LF	160.67				
Section 29: Copper, steel, galvanized, corrugated, metal pipe, round pipe					
12" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd	20.60 No bid No bid				
15" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd w/pave insert	24.72 No bid No bid				
18" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd w/pave insert	30.90 No bid No bid				
21" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd w/pave insert	35.02 No bid No bid				

21" Diameter 14,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd w/pave insert	43.26 No bid No bid				
---	---------------------------	--	--	--	--

24" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	39.14 No bid No bid				
24" Diameter 14,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	49.44 No bid No bid				
24" Diameter 12,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	67.99 No bid No bid				
30" Diameter 16,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	49.44 No bid No bid				
30" Diameter 14,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	61.81 No bid No bid				

30" Diameter					
12,2-2/3" x 1/2"CMPPPlain	84.47				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
36" Diameter					
14,2-2/3" x 1/2"CMPPPlain	74.17				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
36" Diameter					
12,2-2/3" x 1/2"CMPPPlain	100.95				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					

36" Diameter					
10,2-2/3" x 1/2"CMPPPlain	134.12				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
42" Diameter					
14,2-2/3" x 1/2"CMPPPlain	86.53				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				

w/pave insert					
42" Diameter					
12,2-2/3" x 1/2"CMPPPlain	117.43				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
42" Diameter					
10,2-2/3" x 1/2"CMPPPlain	155.75				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
48" Diameter					
14,2-2/3" x 1/2"CMPPPlain	98.89				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
48" Diameter					
12,2-2/3" x 1/2"CMPPPlain	133.91				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
48" Diameter					
10,2-2/3" x 1/2"CMPPPlain	177.38				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					

54" Diameter					
12,2-2/3" x 1/2"CMPPPlain	150.40				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
54" Diameter					
10,2-2/3" x 1/2"CMPPPlain	199.02				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					

60" Diameter					
12,2-2/3" x 1/2"CMPPPlain	166.88				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
60" Diameter					
10,2-2/3" x 1/2"CMPPPlain	222.81				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				
w/pave insert					
66" Diameter					
12,2-2/3" x 1/2"CMPPPlain	183.36				
2-2/3" x 1/2CMPAspcoatd	No bid				
2-2/3" x 1/2CMPAspcoatd	No bid				

w/pave insert					
66" Diameter 10,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Asphalt 2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid No bid No bid				
66" Diameter 8,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Asphalt 2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid No bid No bid				
72" Diameter 12,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Asphalt 2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid No bid No bid				
72" Diameter 10,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Asphalt 2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid No bid No bid				
72" Diameter 8,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Asphalt 2-2/3" x 1/2" CMP Asphalt w/pave insert	No bid No bid No bid				

78" Diameter					
10,2-2/3" x 1/2" CMP Plain	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				
w/pave insert					

78" Diameter					
8,2-2/3" x 1/2" CMP Plain	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				
w/pave insert					
84" Diameter					
10,2-2/3" x 1/2" CMP Plain	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				
w/pave insert					
84" Diameter					
8,2-2/3" x 1/2" CMP Plain	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				
w/pave insert					
96" Diameter					
10,2-2/3" x 1/2" CMP Plain	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				
2-2/3" x 1/2" CMP Asphalt	No bid				

w/pave insert					
96" Diameter 8,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Aspcoated 2-2/3" x 1/2" CMP Aspcoated w/pave insert	No bid No bid No bid				
Section 30: Copper, Steel, Galvanized, Metal Pipe, Round Pipe					
36"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMP aspcoatedw/invert	No bid No bid No bid				
36"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMP aspcoatedw/invert	No bid No bid No bid				
36"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMP aspcoatedw/invert	No bid No bid No bid				

42"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	No bid No bid No bid				
42"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	No bid No bid No bid				
42"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	No bid No bid No bid				
48"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	No bid No bid No bid				
48"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated	No bid No bid No bid				

3x1CMPaspcoatedw/invert					
48"Diameter					
12 gauge	No bid				
3x1CMP Plain	No bid				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert					

54"Diameter					
16 gauge					
3x1CMP Plain	103.01				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
54"Diameter					
14 gauge					
3x1CMP Plain	125.67				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
54"Diameter					
12 gauge					
3x1CMP Plain	171.00				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
60"Diameter					
16 gauge					

3x1CMP Plain	113.31				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
60"Diameter					
14 gauge					
3x1CMP Plain	138.03				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
60"Diameter					
12 gauge					
3x1CMP Plain	189.54				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				

66"Diameter					
16 gauge					
3x1CMP Plain	123.61				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
66"Diameter					
14 gauge					
3x1CMP Plain	152.46				

3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
66"Diameter					
12 gauge					
3x1CMP Plain	208.08				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
72"Diameter					
16 gauge					
3x1CMP Plain	135.97				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
72"Diameter					
14 gauge					
3x1CMP Plain	166.88				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
72"Diameter					
12 gauge					
3x1CMP Plain	226.62				
3x1CMP asp coated	No bid				

3x1CMPaspcoatedw/invert	No bid				
-------------------------	--------	--	--	--	--

72"Diameter 10 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	302.85 No bid No bid				
78"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	179.24 No bid No bid				
78"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	245.16 No bid No bid				
84"Diameter 14 gauge					

3x1CMP Plain	193.66				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
84"Diameter					
12 gauge					
3x1CMP Plain	263.71				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
84"Diameter					
10 gauge					
3x1CMP Plain	354.77				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				

90"Diameter					
14 gauge					
3x1CMP Plain	No bid				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
90"Diameter					
12 gauge					
3x1CMP Plain	No bid				

3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
90"Diameter					
10 gauge					
3x1CMP Plain	No bid				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
90"Diameter					
8 gauge					
3x1CMP Plain	No bid				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
96"Diameter					
14 gauge					
3x1CMP Plain	260.12				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
96"Diameter					
12 gauge					
3x1CMP Plain	357.36				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
96"Diameter					

10 gauge					
3x1CMP Plain	479.89				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
96"Diameter					
8 gauge					
3x1CMP Plain	No bid				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
108"Diameter					
14 gauge					
3x1CMP Plain	309.03				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
108"Diameter					
12 gauge					
3x1CMP Plain	424.92				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invert	No bid				
108"Diameter					
10 gauge					
3x1CMP Plain	570.55				
3x1CMP asp coated	No bid				

3x1CMPaspcoatedw/invert	No bid				
108"Diameter 8 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	No bid No bid No bid				
Section 31: Copper, Steel, Galvanized, corrugated metal pipe, arch pipe	G & O Supply				

15"Diameter 16 span x rise 18x11,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	27.19 No bid No bid				
18"Diameter 16 span x rise 22x13,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	33.99 No bid No bid				
21"Diameter 16 span x rise					

25x16,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	38.53 No bid No bid				
21"Diameter 14 span x rise 25x16,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	47.59 No bid No bid				
24"Diameter 16 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	43.06 No bid No bid				
24"Diameter 14 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	54.39 No bid No bid				
24"Diameter 12 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	74.79 No bid No bid				

30"Diameter 14 span x rise 36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	67.99 No bid No bid				
30"Diameter 12 span x rise 36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	92.92 No bid No bid				
36"Diameter 12 span x rise 43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	111.05 No bid No bid				
36"Diameter 14 span x rise 43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	No bid No bid No bid				
42"Diameter 14 span x rise 50x31,2-2/3x1/2CMPPlain	95.18				

2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/invt	No bid				
42"Diameter					
12 span x rise					
50x31,2-2/3x1/2CMPPlain	129.18				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/invt	No bid				
42"Diameter					
10 span x rise					
50x31,2-2/3x1/2CMPPlain	171.33				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/invt	No bid				
48"Diameter					
14 span x rise					
58x36,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/invt	No bid				
48"Diameter					
12 span x rise					
58x36,2-2/3x1/2CMPPlain	147.30				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/invt	No bid				
48"Diameter					

10 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	177.38 No bid No bid				
54"Diameter 12 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	165.43 No bid No bid				
54"Diameter 10 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	218.92 No bid No bid				
60"Diameter 12 span x rise 73x45,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	No bid No bid No bid				
60"Diameter 10 span x rise 73x45,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated	245.09 No bid				

22/3x1/2CMPaspcoatedw/inv	No bid				
60"Diameter					
8 span x rise					
73x45,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/inv	No bid				
66"Diameter					
10 span x rise					
73x55,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/inv	No bid				
66"Diameter					
8 span x rise					
73x55,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/inv	No bid				
72"Diameter					
10 span x rise					
88x54,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/inv	No bid				
72"Diameter					
8 span x rise					

88x54,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/inv	No bid				
78"Diameter					
10 span x rise					
87x63,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/inv	No bid				
78"Diameter					
8 span x rise					
87x63,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/inv	No bid				
84"Diameter					
10 span x rise					
95x67,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/inv	No bid				
84"Diameter					
8 span x rise					
95x67,2-2/3x1/2CMPPlain	No bid				
2-2/3x1/2CMP asp coated	No bid				
22/3x1/2CMPaspcoatedw/inv	No bid				

96"Diameter 10 span x rise 122x77,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	No bid No bid No bid				
96"Diameter 8 span x rise 122x77,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	No bid No bid No bid				
108"Diameter 10 span x rise 138x87,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	No bid No bid No bid				
108"Diameter 8 span x rise 138x87,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	No bid No bid No bid				
Section 32. Copper, steel, galvanized, corrugated metal pipe, arch pipe.					
36"Diameter					

16 span x rise 43x27,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	No bid No bid No bid				
36"Diameter 14 span x rise 43x27,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	No bid No bid No bid				
36"Diameter 12 span x rise 43x27,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	No bid No bid No bid				
42"Diameter 16 span x rise 50x31,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	No bid No bid No bid				
42"Diameter 14 span x rise 50x31,3x1CMPPlain 3x1CMP asp coated	No bid No bid				

3x1CMPaspcoatedw/invt	No bid				
42"Diameter 12 span x rise 50x31,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	No bid No bid No bid				
48"Diameter 16 span x rise 58x36,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	No bid No bid No bid				
48"Diameter 14 span x rise 58x36,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	No bid No bid No bid				
48"Diameter 12 span x rise 58x36,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	No bid No bid No bid				
54"Diameter 16 span x rise					

65x40,3x1CMPPlain	No bid				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				
54"Diameter					
14 span x rise					
65x40,3x1CMPPlain	138.24				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				
54"Diameter					
12 span x rise					
65x40,3x1CMPPlain	188.10				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				
60"Diameter					
16 span x rise					
73x45,3x1CMPPlain	No bid				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				
60"Diameter					
14 span x rise					
73x45,3x1CMPPlain	151.84				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				

60"Diameter 12 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	208.49 No bid No bid				
66"Diameter 16 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	No bid No bid No bid				
66"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	167.70 No bid No bid				
66"Diameter 12 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	228.89 No bid No bid				
72"Diameter 16 span x rise 88x55,3x1CMPPlain	No bid				

3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				
72"Diameter					
14 span x rise					
88x55,3x1CMPPlain	183.56				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				
72"Diameter					
12 span x rise					
88x55,3x1CMPPlain	249.29				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				
78"Diameter					
14 span x rise					
87x63,3x1CMPPlain	197.16				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				
78"Diameter					
12 span x rise					
87x63,3x1CMPPlain	269.68				
3x1CMP asp coated	No bid				
3x1CMPaspcoatedw/invt	No bid				

84"Diameter 14 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	213.03 No bid No bid				
84"Diameter 12 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	290.08 No bid No bid				
84"Diameter 10 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	390.24 No bid No bid				
96"Diameter 14 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	286.13 No bid No bid				

96"Diameter 12 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	393.10 No bid No bid				
96"Diameter 10 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	527.88 No bid No bid				
108"Diameter 14 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	No bid No bid No bid				
108"Diameter 12 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	467.41 No bid No bid				

108"Diameter 10 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	627.60 No bid No bid				
Section 33. concrete pavement and sidewalks					
1.remove and replace concrete paving 4" depth per sq ft					
a.Less than 1000 sq ft- contractor provides material					
b.Less than 1000 sq ft-City provides material					
c.more than 1000 sq ft- contractor provides material					
d.More than 1000 sq ft-City provides material					
2. remove and replace concrete paving 6" depth per sq ft					
a.Less than 1000 sq ft- contractor provides material					
b.Less than 1000 sq ft-City provides material					
c.more than 1000 sq ft- contractor provides material					

d.More than 1000 sq ft-City provides material					
3. remove and replace concrete paving 8" depth per sq ft					
a.Less than 1000 sq ft-contractor provides material					
b.Less than 1000 sq ft-City provides material					
c.more than 1000 sq ft-contractor provides material					
d.More than 1000 sq ft-City provides material					
5. remove and replace concrete paving 10" depth per sq ft					
a.Less than 1000 sq ft-contractor provides material					
b.Less than 1000 sq ft-City provides material					
c.more than 1000 sq ft-contractor provides material					
d.More than 1000 sq ft-City provides material					
6. Install solid wood slat fence 8"height per linear foot					
a.less than 100 lin.ft-contractor provides material					
b. More than 100 lin.ft-contractor provides material					

7.remove and dispose of existing fencing					
a.less than 1000 lin ft					
b.more than 1000 lin ft					
Section 36. Temporary Erosion control matting					
1.matting name/manufacture					
a.between 1000sy &5000sy					
b.greater than 5000sy					
2. matting name/manufacture					
a.between 1000sy &5000sy					
b.greater than 5000sy					
3. matting name/manufacture					
a.between 1000sy &5000sy					
b.greater than 5000sy					
Section 37. Permanent Erosion control matting					
4. matting name/manufacture					
a.between 1000sy &5000sy					
b.greater than 5000sy					

5. matting name/manufacturer					
a.between 1000sy &5000sy					
b.greater than 5000sy					
6. matting name/manufacturer					
a.between 1000sy &5000sy					
b.greater than 5000sy					
7. matting name/manufacturer					
a.between 1000sy &5000sy					
b.greater than 5000sy					
8. matting name/manufacturer					
a.between 1000sy &5000sy					
b.greater than 5000sy					

End of section: Street Department

PUBLIC WORKS: SANITATION

Section 1: Front loading refuse containers (truck load quality)- All containers- Slant MF 2 Blk, Maroon-color 67 with bulldog paw prints stenciled in white on side.

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

10 cubic yard() painted				
-----------------------------	--	--	--	--

Section 2: Front – Loading refuse Containers (material-Polyethylene) – All containers - Slant MF 2 Blk, Maroon-color 67 with Bulldog paw prints stenciled in white on side.

	Toter			
2 cubic yard() painted	903.38			
4 cubic yard() painted	1002.96			
6 cubic yard() painted				
8 cubic yard() painted				
10 cubic yard() painted				

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

26 gallon				
32 gallon				
48 gallon				
64 gallon				
96 gallon				

End of section: Sanitation Department



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 09-20-2022
PAGE: 1 of 3

SUBJECT: Consideration of a three-year siren renewal maintenance agreement with Precision Communication.

AMOUNT & SOURCE OF FUNDING: 001-290-630-400 Budgeted Maintenance

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY: The City has contracted maintenance for the past three years with Precision.

SUGGESTED MOTION: Move approval of a three-year siren renewal maintenance agreement with Precision Communication.



P.O. Box 298
Amory, MS 38821
Phone: 662-256-3118
Email: precisioncommunicationsinc@gmail.com

ESTIMATE

Estimate No.: 16596
Date: 09/13/2022

Bill to:
CITY OF STARKVILLE
110 WEST MAIN STREET
STARKVILLE, MS 39759

Ship to:
CITY OF STARKVILLE
110 WEST MAIN STREET
STARKVILLE, MS 39759

P.O. No.

DESCRIPTION	QTY	RATE	AMOUNT
CITY OF STARKVILLE THREE SERVICE AGREEMENT (2022-2024)			
ANNUAL FEE FOR PREVENTATIVE MAINTENANCE FOR FEDERAL SIGNAL AND WHELEN SIRENS	1	9,850.00	9,850.00T

FEDERAL SIREN LOCATIONS:

1. AZALEA ROAD
2. BABYLON ROAD
3. COUNTRY CLUB ROAD
4. SAND ROAD
5. STARK ROAD & ABERNATHY
6. VINES ST AND YELLOW JACKET
7. GRETТА LANE
8. EUTAW
9. REED ROAD & WESTSIDE

NOTE: HULL STREET NOT INCLUDED DUE TO INACCESSIBILITY;
ALSO APPEARS TO HAVE TAKEN LIGHTING STRIKE

WHELEN SIREN LOCATIONS:

1. HOSPITAL & REED
2. INDUSTRIAL PARK & POLLARD
3. WATER DEPT (DOUGLAS L CONNER DR)
4. EDGEWOOD & WOOD CREST
5. HILLSIDE DRIVE
6. S MONTGOMERY & ACADEMY

CABINET:

- CHECK EACH BATTERY VOLTAGE AND LOAD TEST
- CHECK BATTERY CHARGING SYSTEM
- CHECK OHMS ON EACH DRIVER
- CHECK AMPS
- CHECK SWR OF ANTENNA
- CHECK AC OR SOLAR POWER SUPPLY VOLTAGE
- VISUAL INSPECTION OF CABINET AND ALL COMPONENTS FOR ANY ABNORMALITIES
- TEST SIREN ON SITE (SILENT TEST FROM CONTROL PANEL AND HANDHELD RADIO)
- CHECK PROPER GROUNDING
- CHECK SIREN POLE FOR SPLITS, BUCKLING, DECAY, ETC.
- CHECK BOLTS SECURING CABINET TO POLE ARE TIGHT AND NON ARE MISSING

TOP/HEAD

- CHECK TOP HAT BOLTS FOR RUST, LOOSENESS OR MISSING
- CHECK SCREEN ON EACH DRIVER SECTION FOR TEARS OR MISSING
- CHECK EACH DRIVER SECTION BOLTS FOR LOOSENESS, RUST OR MISSING
- CHECK FOR PROPER GROUNDING

POLE:

- CHECK SIREN POLE FOR SPLITS, BUCKLING, DECAY, ETC.
- CHECK FOR PROPER GROUNDING AND INSPECT GROUND WIRE FROM HEAD TO GROUNDING STAKE FOR ANY BREAKS

ANTENNA:

- CHECK FOR ANY MISSING COMPONENTS
- CHECK TO BE SURE CONNECTOR IS SECURE AND WEATHERPROOFED
- CHECK FOR PROPER GROUNDING
- CHECK ANTENNA BRACKET FOR ANY DAMAGE
- CHECK BOLTS SECURING BRACKET TO POLE ARE TIGHT AND NONE ARE MISSING

ACTIVATION POINT:

- CHECK ANTENNA AND COAX FOR ANY ABNORMALITIES
- CHECK CABLES FROM ACTIVATION EQUIPMENT TO MOBILE RADIO
- CHECK SWR
- CHECK VOLTAGE FROM POWER SUPPLY TO RADIO ON EACH ENDS OF THE RADIO CONNECTOR
- TEST ACTIVATION EQUIPMENT TO INSURE ALL COMPONENTS ARE WORKING PROPERLY AND EFFICIENT

WILL REPAIR OR REPLACE PARTS OF NORMAL WEAR AND TEAR NOT TO EXCEED \$50. CITY WILL BE BILLED FOR REPAIR OR REPLACEMENT OF ANY PARTS EXCEEDING \$50.

PRICE INCLUDES ONE REPLACEMENT OF EACH BATTERY (48) DURING THE THREE- YEAR CONTRACT; ADDITIONAL BATTERIES WILL BE BILLED SEPARATELY

-Credit card payments will incur a 3% charge

Subtotal

9,850.00

-Shipping cost(s) are calculated at time of shipment
-This Estimate is good for 30 days from above date

Sales Tax	0.00
Total	\$9,850.00



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 09-20-2022
PAGE: 1 of 5

SUBJECT: Request permission to accept a 100 % reimbursable Homeland Security Grant for the amount of \$22,000.00 to purchase a Rescue Air Bag kit which will be used in specialized rescue situations, Task Force training and deployments.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

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

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to accept a 100 % reimbursable Homeland Security Grant for the amount of \$22,000.00 to purchase a Rescue Air Bag kit which will be used in specialized rescue situations, Task Force training and deployments.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: City of Starkville Fire Department

Project Title: Homeland Security Grant Program

Grant Period: September 1, 2022- August 31, 2023

Date of Award: September 1, 2022

Total Amount of Award: \$22,000.00

Grant Number: 22HS347

In accordance with the provisions of Federal Fiscal Year 2022 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2022-SS-00006**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 17, 2022**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



910122

Signature of MOHS Executive Director/SAA

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name: City of Starkville Fire Department Mailing Address: 503 E. Lampkin Street Starkville, MS 39759 Telephone Number: 662.722.0051 E-Mail: c.yarbrough@cityofstarkville.org	2. Effective Date of Grant: September 1, 2022 3. Sub-Recipient Grant Number: 22HS347 4. Grant Identifier (Funding Source & Year): EMW-2022-SS-0006 5. Period of Performance: Start and End Dates: September 1, 2022-August 31, 2023 6. Subgrant Payment Method: ☒ Cost Reimbursement Method
---	--

7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # - PLEFLHCUPCH6	9. Congressional District: 3
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2022	12. Federal Awarding Agency: Homeland Security (800)368-6498
13. Research and Development Grant: ☐ Yes ☒ No	14. Indirect Cost Rate Charged: \$0.00	

15. The following grant funds are obligated:					
A. COST CATEGORY	B. SOURCE OF FUNDS	C. MATCH	D. RATIO%		
(1) Personal Services-Salary	\$0.00	(1) Federal \$22,000.00	\$0.00	100%	
(2) Personal Services-Fringe	\$0.00	(2) State \$0.00	\$0.00	0%	
(3) Contractual Services	\$0.00	(3) Local \$0.00	\$0.00	0%	
(4) Travel	\$0.00	(4) Other \$0.00	\$0.00	0%	
(5) Equipment	\$22,000.00	Total: \$22,000.00	\$0.00	100%	
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Other	\$0.00	Number of Grants:	FY19	FY20	FY21
TOTAL	\$22,000.00	TOTAL:	\$0.00	\$0.00	\$50,000.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:  Signature _____ Date _____ Name: Baxter Kruger Title: MOHS Executive Director/SAA	15. Approval from Sub-Recipient: Signature _____ Date _____ Name: Lynn Spruill Title: Mayor Authorized Signatory Official
--	--

FY22 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: City of Starkville Fire Department				
2. Sub-Recipient Grant Number: 22HS347		3. Grant ID: FY22HS GP	4. Beginning: September 1, 2022	5. Ending: August 31, 2023
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel		\$0.00	\$0.00	\$0.00
Equipment	1. Paratech Remote Placement Multiforce Bag Kit \$10,745.00 2. Paratech Model 234,7 Bag Lift Set G2 \$11,255.00	\$22,000.00	\$0.00	\$22,000.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00
TOTALS		\$22,000.00	\$0.00	\$22,000.00



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

AGENDA ITEM DEPT: Mayor's Office
AGENDA DATE: September 20, 2022
Page: 1

SUBJECT:

Request authorization to hire Jerald McCaskey as an Assistant City Planner in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Exempt Salary of \$55,120 (\$26.50 hour) based on 2080 hours.

FISCAL NOTE:

Budgeted from line item # 001-190-420-105

AUTHORIZATION HISTORY:

This is a replacement position previously held by Michael Haile who resigned.

REQUESTING DEPARTMENT:

City Planning Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor
Nav Ashford COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jerald McCaskey as an Assistant City Planner in the Community Development Department.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 9/20/2022
PAGE: 1 of 1**

SUBJECT: Request acceptance of a \$41,000 reimbursable grant from the Homeland Security Grant Program to purchase a backup generator for the City Hall datacenter.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Information Technology**

**DIRECTOR'S
AUTHORIZATION: JCC**

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext 3127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: This grant will reimburse up to \$41,000 towards the cost of purchase and installation of a backup generator for the City Hall datacenter.

STAFF RECOMMENDATION: Staff recommends approval.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: City of Starkville IT Department

Project Title: Homeland Security Grant Program

Grant Period: September 1, 2022- August 31, 2023

Date of Award: September 1, 2022

Total Amount of Award: \$41,000.00

Grant Number: A22HS347

In accordance with the provisions of Federal Fiscal Year 2022 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2022-SS00006**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 17, 2022**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



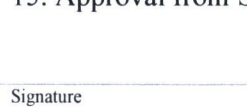
FY22 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name: City of Starkville IT Department Mailing Address: 110 West Main Street Starkville, MS 39759 Telephone Number: 662.323.2525 E-Mail: joel.clements@cityofstrkville.org		2. Effective Date of Grant: September 1, 2022 3. Sub-Recipient Grant Number: A22HS347 4. Grant Identifier (Funding Source & Year): EMW-2022-SS-0006 5. Period of Performance: Start and End Dates: September 1, 2022-August 31, 2023 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # -	9. Congressional District: 1	
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2022	12. Federal Awarding Agency: Homeland Security (800)368-6498	
13. Research and Development Grant: ___ Yes ___ ☒ No	14. Indirect Cost Rate Charged: \$0.00		
15. The following grant funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$0.00	(1) Federal	\$41,000.00
(2) Personal Services-Fringe	\$0.00	(2) State	\$0.00
(3) Contractual Services	\$0.00	(3) Local	\$0.00
(4) Travel	\$0.00	(4) Other	\$0.00
(5) Equipment	\$41,000.00	Total:	\$41,000.00
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Other	\$0.00	Number of Grants:	
TOTAL	\$41,000.00	FY19	\$0.00
		FY20	\$0.00
		FY21	\$0.00
		TOTAL:	\$0.00

The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.

14. Approval from Grantee:  Signature 9/16/22 Date Name: Baxter Kruger Title: MOHS Executive Director/SAA	15. Approval from Sub-Recipient:  Signature Date Name: Lynn Spruill Title: Mayor Authorized Signatory Official
---	--

FY22 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY22 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY22 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (September, October & November)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (December, January & February)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3RD QUARTER (March, APRIL & MAY)

- Submit 2nd Quarter Report to MOHS. Due March 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 PROGRAM MILESTONE SCHEDULE

4th QUARTER (June, July & August)

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: City of Starkville IT Department				
2. Sub-Recipient Grant Number: A22HS347		3. Grant ID: FY22HSGP	4. Beginning: September 1, 2022	5. Ending: August 31, 2023
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel		\$0.00	\$0.00	\$0.00
Equipment	1 – Standby Generator	\$41,000.00	\$0.00	\$41,000.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00
TOTALS		\$41,000.00	\$0.00	\$41,000.00

MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2022 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2022 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/sites/default/files/2022-01/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf.

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid

restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search

on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient's payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.
2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain.
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

MOHS Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for twelve (12) months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal authority to receive assistance.
10. All Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. All Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
12. The Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. The Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as

applicable and/or as directed by the DPS Authorized Representative.

14. The Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS, if applicable.
15. The Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
16. The Sub-Recipient shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. The Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. The Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. The Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. The Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. The Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. The Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.
24. The Quarterly Reimbursement Claim and Progress Report: Request for reimbursement is due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15
December 1-February 28	2 nd Quarter	March 15
March 1-May 31	3 rd Quarter	June 15
June 1-August 31	4 th Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published Authorized Equipment List or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to Recipient for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi accounting system, MAGIC.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award has been approved and funds are available.
33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
35. Sub-Recipient's Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good and working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.
48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.

51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):

- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
- (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
- (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
- (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring

compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required, to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub-recipient monitoring.
55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipient will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

Other Provisions

58. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
59. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

60. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
61. Any Sub-Recipient delinquent in submitting reimbursements, quarterly reports, and/or other required reports, or incomplete reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
62. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

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

Therefore, the Agency, I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 

Executive Director/SAA
Mississippi Office of Homeland Security

Date: 9/16/22



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 13 September 2022
PAGE: 1 of 2

SUBJECT: Discussion and Consideration for the sole source purchase for Field Turf Logo quote for Jeffery Simmons at the Sportsplex in the amount of \$32214.29.

AMOUNT & SOURCE OF FUNDING:

SFC – Operational Budget 50810 (?)

FISCAL NOTE:

1 = 30'x30' Logo with 3 Colors

AUTHORIZATION HISTORY:

Cornerstone Ball Fields has FieldTurf Product installed on all 12 fields including Turf Field at Sportsplex, to maintain the factory warrant, maintenance requirements and field esthetics FieldTurf. Using a differ material will not color match and have the same consistent playable surface as the FieldTurf around the logo.

REQUESTING

DEPARTMENT: Parks and Recreation

DIRECTOR'S

AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.

September 13, 2022

Starkville Park & Recreation/Cornerstone Complex
Attn: Brandon F. Doherty
General Manager
405 Lynn Lane
Starkville, MS 39759
(315)222-6745
bdoherty@sportsfacilities.com

Cornerstone Baseball Complex – Football Field Logo

This option includes one (1) mobilization to install one (1) 30'x30' logo to the Football Field. This logo will have a maximum of three (3) colors. Field Turf estimate includes labor and materials needed to perform the scope of work as further outlined below for the lump sum amount of ***\$32,214.29**

***Price on this proposal is based on center logo dimensions of 30'x30', up to 3 colors, and is subject change upon receipt of drawings from customer.**

Scope of Work (based on 1 mobilization):

- Labor and *(1) mobilization only
- Installation only (does not include removal) of (1) Center Logo
- Re-groom infill
- Site clean-up

****Note that, if additional work is required than the above mentioned, we will need to re-quote****

This offer does not include base preparation unless listed in the scope of work above; repair to any additional damage to the field as a result of acts of vandalism and or neglect; any major repairs or necessary maintenance as a result of damage due to abnormal wear and tear, abuse, vandalism or neglect are subject to additional cost.

Pricing is valid for 30 days from the date of this proposal and includes labor, mobilization, turf and other consumable installation materials.

Pricing does not include applicable taxes, Bonds, Buy Board Fees or Warranty.

To move forward with scheduling this work, please provide a purchase order as acceptance of the scope of work and proposal amount. The PO should be sent directly to Carole Martin via email:

carole.martin@fieldturf.com

In addition, please sign and date this proposal and return to Carole Martin.

Customer Approval Signature

Date

Sincerely,

Carole Martin
Customer Service Coordinator
514.375.2596
carole.martin@fieldturf.com

FieldTurf USA Inc. Sole Source Justification

FieldTurf was developed and engineered for athletes, by athletes. Before FieldTurf invented the “long fiber, infilled” system, artificial turf was something to be avoided. The very phrase conjured up images of carpet and concrete, non-contact injuries, and careers ended prematurely. Where Baseball was concerned it was unnaturally fast, kangaroo bounces, and carpet burns to the bone. Natural grass was considered the only solution – even though it required constant maintenance and care. This was the environment in which we asked ourselves one question:

“Can we make synthetic turf that is equal to or better than the best natural grass?”

In seeking the answer to this question, we worked closely with athletes, former players, coaches, trainers, and doctors. Development included years of trials, tests, samples, equipment innovations and advanced formulas – all with the goal of developing an artificial turf system that combined the performance properties of natural grass with the benefits of a synthetic solution. It worked.

FieldTurf compared to Other Synthetic Turf Systems

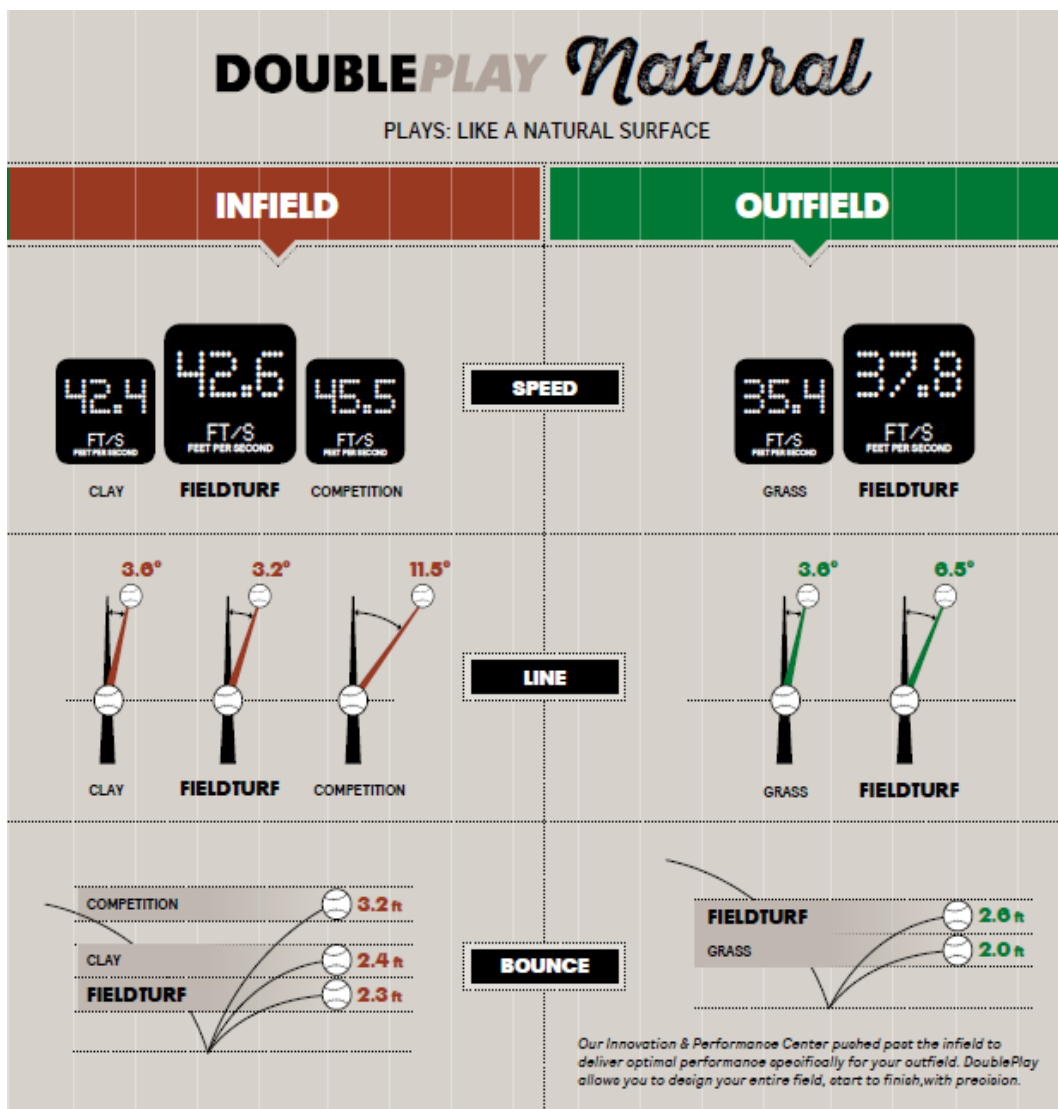
Installations:

- FieldTurf is the inventor of the long-pile, infilled, artificial grass system and was the first company in the world to install a sports field using this material.
- To date, FieldTurf has installed over 25,000 sports fields worldwide
- FieldTurf is a leading supplier of installations in the:
 - **NFL** – Twelve teams, play and/or practice on field turf, including *Atlanta, New England, Seattle, New York, Detroit, Carolina, and others*)
 - **NCAA** – FieldTurf is the overwhelming leader of NCAA installations, including fields at *University of Mississippi, University of Southern Mississippi, University of Georgia, University of Michigan, Ohio State University, University of Oregon, University of Texas, University of Notre Dame, University of Washington, many more,*
 - **MLS** – Fourteen MLS teams play and/or practice on FieldTurf, includeing *Portland, Seattle, Atlanta, New England, Charlotte, New York, and others.*
- FieldTurf is the only FIFA Preferred Producer with FIFA Quality Pro rated fields in the United States.
- FieldTurf has over 500 fields that have been in play for at least 8 years
- FieldTurf fields have hosted The Super Bowl, BCS National Championship Games, Women’s World Cup Matches, The World Series, and the World Baseball Classic

DoublePlay Natural:

FieldTurf's "DoublePlay" represents the industry's most advanced, tested, and natural playing system available. With input from more than 35 coaches from Major League Baseball, NCAA Baseball, and High School, FieldTurf developed the "DoublePlay Natural" system. More than 70,000 photographs and 300 videos from high-speed cameras, and more than 300 man-hours of analyzation went into developing a system that plays closer to a premium, sand-capped natural baseball field than any other on the market.

Unlike other sports, Baseball playability is all about how the "ball" interacts with the surface, not the player, so our testing focused on SPEED, LINE, and BOUNCE. The results were incredible.



**Infill is the KEY:**

Instead of shortening the pile height and reducing the amount of infill to make the field play faster, and less like a football/soccer field, FieldTurf focused on the most important element to the ball's interaction with the surface, and ultimately playability – the INFILL.

FieldTurf's DoublePlay Natural infill system is the heaviest in the industry, and formulated through real-life data derived from video footage and images supporting claims on the long-range speed, bounce, and line of the ball compared to a natural clay and natural grass surface.

3/8" – 3/4" Gauge Tufting:

FieldTurf's DoublePlay system relies on different tufting gauges to replicate the playing characteristics of a natural field. A 3/8" gauge on the infield clay areas provides for a tighter, firmer feel, much like natural dirt, while a 3/4" gauge reflects the characteristics of natural grass. Each gauge is complemented with the precise infill weights and formula needed to produce the highest level playing synthetic turf system available.

Fiber Technology:

FieldTurf manufactures its own fiber at a state-of-the-art extrusion facility to produce a quality unmatched in the industry. Every FieldTurf fiber is top-rated by Labosport's (FPI) Fiber Performance Index, and all have tested with a superior rating on the Lisport wear tester at Penn State University's Center for Sports Surface Research.

Backing/Drainage:

FieldTurf is the only manufacturer to provide a non-perforated backing for superior drainage. The FieldTurf SureLock coating technique leaves the backing 40% porous and expels more than 300" of water per hour, compared to 30" from a competitor's punched hole systems. The FieldTurf SureLock system never clogs, unlike perforated systems which could result in reduced drainage rates.

CoolPlay:

FieldTurf's industry leading Cooling technology cools the playing surface by 35-degrees Fahrenheit at peak temperatures. FieldTurf CoolPlay is an extruded product allowing for the same playing characteristics of cryogenic rubber to maintain the Maximum in Safety, Performance, Maintenance and ROI. CoolPlay does not require water for activation or maintenance, is non-buoyant for minimal migration, and never requires replacement, unlike all organic infill materials.

Seams:

The system also uses the industry's best "**selvedge edge sewn seam technology**", which is **unique to FieldTurf**, for the strongest field construction. Unlike a traditional hook and loop style seam, no thread is left exposed to the surface to zipper and begin separation of the seams.

**FieldTurf Manufacturing and Vertical Integration:**

FieldTurf owns and operates its own 500,000 square foot manufacturing plant in Calhoun, GA. The plant is the site of all tufting and coating operations. The plant has earned the following ISO Certifications; ISO 9001, ISO 14001, and OHSAS 18001. *FieldTurf's fiber offering is extruded and manufactured in-house.*

Warranty and Insurance:

FieldTurf offers its clients the best warranty in the business, complete with most comprehensive 3rd party warranty insurance available:

- Pre-Paid 8-year insured warranty.
- Maximum per claim coverage amount of \$32,000,000.
- Minimum of thirty-two million dollar (\$32,000,000) annual aggregate
- Covers 100% replacement value of total square footage installed
- No **deductible**

Consistency:

Choosing FieldTurf for Cornerstone Park fields number 11 and 12, will insure a consistent:

- a) Fiber quality across all 12 fields. All fiber produced in-house by FieldTurf.
- b) Color matching. All fibers will be produced from the same dye lot and will be consistent with colors for grass and clay areas across all 12 fields.
- c) Maintenance and service. FieldTurf representatives will visit the fields on a regular basis to assess and make maintenance recommendations. Any required, or goodwill, services provided by FieldTurf will be applied to all 12 fields.
- d) Maintenance equipment. No need to purchase additional maintenance equipment, which may be required by other manufacturers based on their specifications.
- e) Warranty. FieldTurf will be responsible for providing warranty to all 12 fields – one manufacturer, one contract, one warranty.
- f) Completion schedule. FieldTurf will coordinate with civil contractor to mobilize an installation crew to install fields in succession, based on a civil completion schedule.

Savings:

Finally, by choosing FieldTurf for the additional fields at Cornerstone Park, the City of Starkville will save on costs for materials due to rising costs of transportation (turf and infill will all be delivered at the same time rather than having another contractor mark-up a separate delivery) and installation (by reducing to one mobilization of install crew).

I believe this information summarizes some of the unique offerings of FieldTurf and will help in your decision-making process for additional fields at Cornerstone Park. Should you need any additional information, please don't hesitate to contact me.

Sincerely,

Craig Yancey, FieldTurf
c) 205.908.5608
e) craig.yancey@fieldturf.com



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT: Parks and Recreation
AGENDA DATE: 13 September 2022
PAGE: 1 of 4

SUBJECT: Discussion and Consideration for the sole source purchase for Field Turf Logos option 2, in the amount of \$138,928.57

AMOUNT & SOURCE OF FUNDING:

SFC – Operational Budget 50810 (?)

FISCAL NOTE:

Option 1 - \$6324.40 per Logo
8'x8' Logo with 3 Colors

Option 2 - \$5788.69 per Logo
8'x8' Logo with 3 Colors

AUTHORIZATION HISTORY:

Cornerstone Ball Fields has FieldTurf Product installed on all 12 fields including Turf Field at Sportsplex, to maintain the factory warrant, maintenance requirements and field esthetics FieldTurf. Using a differ material will not color match and have the same consistent playable surface as the FieldTurf around the logo.

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty, 662.323.2294, bdoherly@sportsfacilities.com

SUGGESTED MOTION: Authorization to purchase.

September 13, 2022

Starkville Park & Recreation/Cornerstone Complex
Attn: Brandon F. Doherty
General Manager
405 Lynn Lane
Starkville, MS 39759
(315)222-6745
bdoherty@sportsfacilities.com

Cornerstone Baseball Complex – Option 2

This option includes one (1) mobilization to install twenty-four (24) logos to twelve (12) Fields. Each logo measuring 8'x8' produced with a maximum of four (4) colors each. FieldTurf estimate includes labor and materials needed to perform the scope of work as further outlined below for the lump sum amount of ***\$138,928.57**

***Price in this proposal is based on dimensions and number of colors provided by customer and is subject to change once drawings are received from the customer.**

Scope of Work (based on 1 mobilization):

- Labor and *(1) mobilization only
- Installation of (24) Logos on (12) Baseball Fields
- Re-groom infill
- Site clean-up

****Note that, if additional work is required than the above mentioned, we will need to re-quote****

This offer does not include base preparation unless listed in the scope of work above; repair to any additional damage to the field as a result of acts of vandalism and or neglect; any major repairs or necessary maintenance as a result of damage due to abnormal wear and tear, abuse, vandalism or neglect are subject to additional cost.

Pricing is valid for 30 days from the date of this proposal and includes labor, mobilization, turf and other consumable installation materials.

Pricing does not include applicable taxes, Bonds, Buy Board Fees or Warranty.

To move forward with scheduling this work, please provide a purchase order as acceptance of the scope of work and proposal amount. The PO should be sent directly to Carole Martin via email:

carole.martin@fieldturf.com

In addition, please sign and date this proposal and return to Carole Martin.

Customer Approval Signature

Date

Sincerely,

Carole Martin
Customer Service Coordinator
514.375.2596
carole.martin@fieldturf.com

September 13, 2022

Starkville Park & Recreation/Cornerstone Complex
Attn: Brandon F. Doherty
General Manager
405 Lynn Lane
Starkville, MS 39759
(315)222-6745
bdoherty@sportsfacilities.com

Cornerstone Baseball Complex – Option 1

This option includes three (3) different mobilizations to install eight (8) logos to four (4) Fields per installation. Each logo measuring 8'x8' produced with a maximum of four (4) colors each. FieldTurf estimate includes labor and materials needed to perform the scope of work as further outlined below for the lump sum amount of ***\$151,785.71**

***Price on this proposal is based on dimensions and number of colors provided by customer and is subject to change once drawings are received from the customer.**

Scope of Work (based on 3 mobilizations):

- Labor and *(3) mobilizations only
- Installation of (24) Logos on (12) Baseball Fields
- Re-groom infill
- Site clean-up

****Note that, if additional work is required than the above mentioned, we will need to re-quote****

This offer does not include base preparation unless listed in the scope of work above; repair to any additional damage to the field as a result of acts of vandalism and or neglect; any major repairs or necessary maintenance as a result of damage due to abnormal wear and tear, abuse, vandalism or neglect are subject to additional cost.

Pricing is valid for 30 days from the date of this proposal and includes labor, mobilization, turf and other consumable installation materials.

Pricing does not include applicable taxes, Bonds, Buy Board Fees or Warranty.

To move forward with scheduling this work, please provide a purchase order as acceptance of the scope of work and proposal amount. The PO should be sent directly to Carole Martin via email:

carole.martin@fieldturf.com

In addition, please sign and date this proposal and return to Carole Martin.

Customer Approval Signature

Date

Sincerely,

Carole Martin
Customer Service Coordinator
514.375.2596
carole.martin@fieldturf.com



FieldTurf USA Inc. Sole Source Justification

FieldTurf was developed and engineered for athletes, by athletes. Before FieldTurf invented the “long fiber, infilled” system, artificial turf was something to be avoided. The very phrase conjured up images of carpet and concrete, non-contact injuries, and careers ended prematurely. Where Baseball was concerned it was unnaturally fast, kangaroo bounces, and carpet burns to the bone. Natural grass was considered the only solution – even though it required constant maintenance and care. This was the environment in which we asked ourselves one question:

“Can we make synthetic turf that is equal to or better than the best natural grass?”

In seeking the answer to this question, we worked closely with athletes, former players, coaches, trainers, and doctors. Development included years of trials, tests, samples, equipment innovations and advanced formulas – all with the goal of developing an artificial turf system that combined the performance properties of natural grass with the benefits of a synthetic solution. It worked.

FieldTurf compared to Other Synthetic Turf Systems

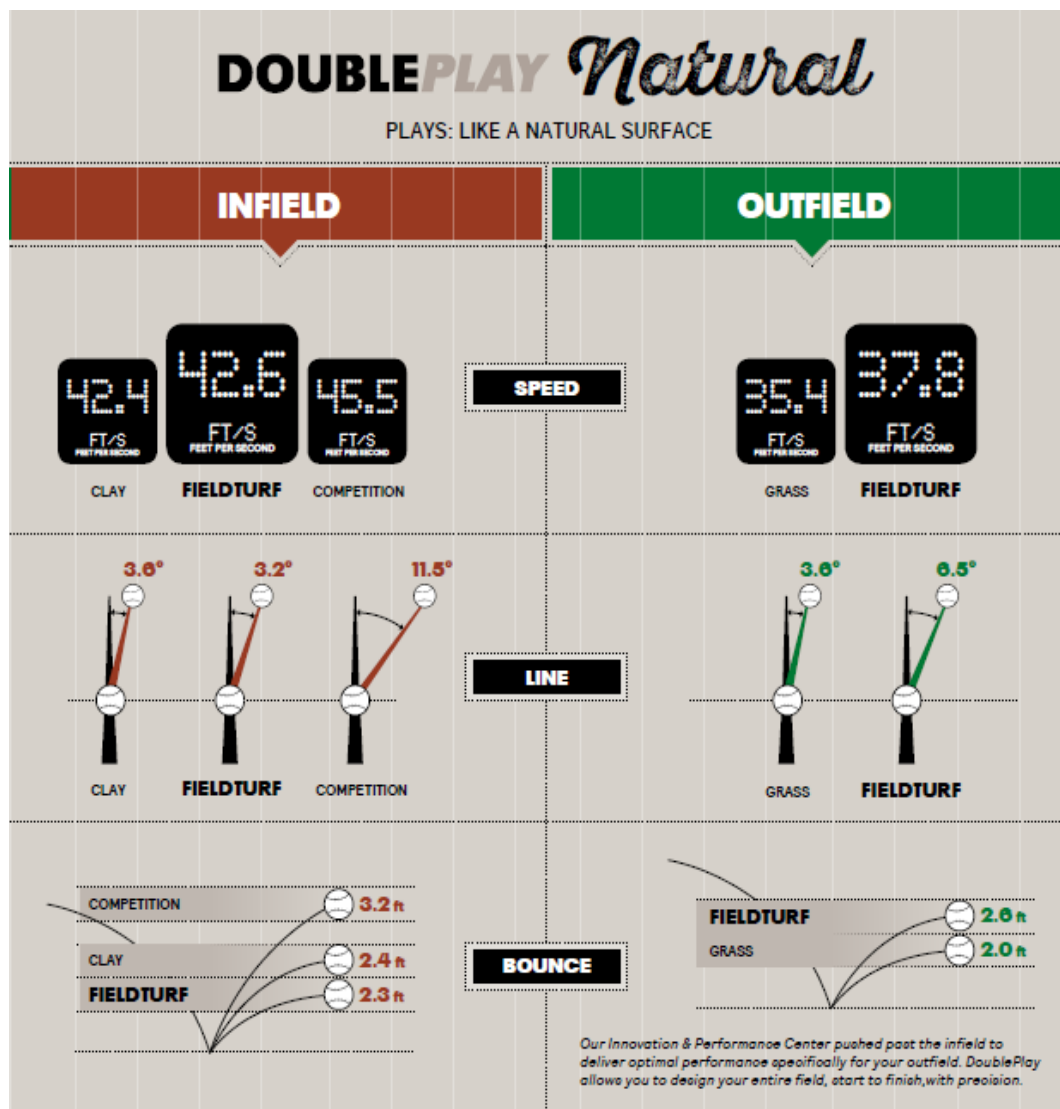
Installations:

- FieldTurf is the inventor of the long-pile, infilled, artificial grass system and was the first company in the world to install a sports field using this material.
- To date, FieldTurf has installed over 25,000 sports fields worldwide
- FieldTurf is a leading supplier of installations in the:
 - **NFL** – Twelve teams, play and/or practice on field turf, including *Atlanta, New England, Seattle, New York, Detroit, Carolina, and others*)
 - **NCAA** – FieldTurf is the overwhelming leader of NCAA installations, including fields at *University of Mississippi, University of Southern Mississippi, University of Georgia, University of Michigan, Ohio State University, University of Oregon, University of Texas, University of Notre Dame, University of Washington, many more,*
 - **MLS** – Fourteen MLS teams play and/or practice on FieldTurf, includeing *Portland, Seattle, Atlanta, New England, Charlotte, New York, and others.*
- FieldTurf is the only FIFA Preferred Producer with FIFA Quality Pro rated fields in the United States.
- FieldTurf has over 500 fields that have been in play for at least 8 years
- FieldTurf fields have hosted The Super Bowl, BCS National Championship Games, Women’s World Cup Matches, The World Series, and the World Baseball Classic

DoublePlay Natural:

FieldTurf's "DoublePlay" represents the industry's most advanced, tested, and natural playing system available. With input from more than 35 coaches from Major League Baseball, NCAA Baseball, and High School, FieldTurf developed the "DoublePlay Natural" system. More than 70,000 photographs and 300 videos from high-speed cameras, and more than 300 man-hours of analyzation went into developing a system that plays closer to a premium, sand-capped natural baseball field than any other on the market.

Unlike other sports, Baseball playability is all about how the "ball" interacts with the surface, not the player, so our testing focused on SPEED, LINE, and BOUNCE. The results were incredible.



**Infill is the KEY:**

Instead of shortening the pile height and reducing the amount of infill to make the field play faster, and less like a football/soccer field, FieldTurf focused on the most important element to the ball's interaction with the surface, and ultimately playability – the INFILL.

FieldTurf's DoublePlay Natural infill system is the heaviest in the industry, and formulated through real-life data derived from video footage and images supporting claims on the long-range speed, bounce, and line of the ball compared to a natural clay and natural grass surface.

3/8" – 3/4" Gauge Tufting:

FieldTurf's DoublePlay system relies on different tufting gauges to replicate the playing characteristics of a natural field. A 3/8" gauge on the infield clay areas provides for a tighter, firmer feel, much like natural dirt, while a 3/4" gauge reflects the characteristics of natural grass. Each gauge is complemented with the precise infill weights and formula needed to produce the highest level playing synthetic turf system available.

Fiber Technology:

FieldTurf manufactures its own fiber at a state-of-the-art extrusion facility to produce a quality unmatched in the industry. Every FieldTurf fiber is top-rated by Labosport's (FPI) Fiber Performance Index, and all have tested with a superior rating on the Lisport wear tester at Penn State University's Center for Sports Surface Research.

Backing/Drainage:

FieldTurf is the only manufacturer to provide a non-perforated backing for superior drainage. The FieldTurf SureLock coating technique leaves the backing 40% porous and expels more than 300" of water per hour, compared to 30" from a competitor's punched hole systems. The FieldTurf SureLock system never clogs, unlike perforated systems which could result in reduced drainage rates.

CoolPlay:

FieldTurf's industry leading Cooling technology cools the playing surface by 35-degrees Fahrenheit at peak temperatures. FieldTurf CoolPlay is an extruded product allowing for the same playing characteristics of cryogenic rubber to maintain the Maximum in Safety, Performance, Maintenance and ROI. CoolPlay does not require water for activation or maintenance, is non-buoyant for minimal migration, and never requires replacement, unlike all organic infill materials.

Seams:

The system also uses the industry's best "**selvedge edge sewn seam technology**", which is **unique to FieldTurf**, for the strongest field construction. Unlike a traditional hook and loop style seam, no thread is left exposed to the surface to zipper and begin separation of the seams.

**FieldTurf Manufacturing and Vertical Integration:**

FieldTurf owns and operates its own 500,000 square foot manufacturing plant in Calhoun, GA. The plant is the site of all tufting and coating operations. The plant has earned the following ISO Certifications; ISO 9001, ISO 14001, and OHSAS 18001. *FieldTurf's fiber offering is extruded and manufactured in-house.*

Warranty and Insurance:

FieldTurf offers its clients the best warranty in the business, complete with most comprehensive 3rd party warranty insurance available:

- Pre-Paid 8-year insured warranty.
- Maximum per claim coverage amount of \$32,000,000.
- Minimum of thirty-two million dollar (\$32,000,000) annual aggregate
- Covers 100% replacement value of total square footage installed
- No **deductible**

Consistency:

Choosing FieldTurf for Cornerstone Park fields number 11 and 12, will insure a consistent:

- a) Fiber quality across all 12 fields. All fiber produced in-house by FieldTurf.
- b) Color matching. All fibers will be produced from the same dye lot and will be consistent with colors for grass and clay areas across all 12 fields.
- c) Maintenance and service. FieldTurf representatives will visit the fields on a regular basis to assess and make maintenance recommendations. Any required, or goodwill, services provided by FieldTurf will be applied to all 12 fields.
- d) Maintenance equipment. No need to purchase additional maintenance equipment, which may be required by other manufacturers based on their specifications.
- e) Warranty. FieldTurf will be responsible for providing warranty to all 12 fields – one manufacturer, one contract, one warranty.
- f) Completion schedule. FieldTurf will coordinate with civil contractor to mobilize an installation crew to install fields in succession, based on a civil completion schedule.

Savings:

Finally, by choosing FieldTurf for the additional fields at Cornerstone Park, the City of Starkville will save on costs for materials due to rising costs of transportation (turf and infill will all be delivered at the same time rather than having another contractor mark-up a separate delivery) and installation (by reducing to one mobilization of install crew).

I believe this information summarizes some of the unique offerings of FieldTurf and will help in your decision-making process for additional fields at Cornerstone Park. Should you need any additional information, please don't hesitate to contact me.

Sincerely,

Craig Yancey, FieldTurf
c) 205.908.5608
e) craig.yancey@fieldturf.com



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

**AGENDA ITEM DEPT.: Police
AGENDA DATE: 09-20-2022
PAGE: 1 of 5**

SUBJECT: Request permission to accept a 100 % reimbursable Homeland Security Grant for the amount of \$24,500.00 to purchase tactical equipment.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: Police**

**DIRECTOR'S
AUTHORIZATION: Police Chief Ballard**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval to accept a 100 % reimbursable Homeland Security Grant for the amount of \$24,500.00 to purchase tactical equipment.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: City of Starkville Police Department

Project Title: Homeland Security Grant Program

Grant Period: September 1, 2022- August 31, 2023

Date of Award: September 1, 2022

Total Amount of Award: \$24,500.00

Grant Number: 22LE347

In accordance with the provisions of Federal Fiscal Year 2022 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2022-SS00006**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 17, 2022**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

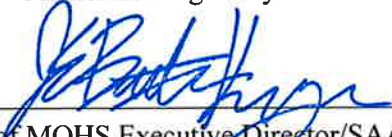
Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



916122

Signature of MOHS Executive Director/SAA



MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY22 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name: City of Starkville Police Department Mailing Address: 101 E. Lampkin Street Starkville, MS 39759 Telephone Number: 662.323.4131 E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: September 1, 2022 3. Sub-Recipient Grant Number: 22LE347 4. Grant Identifier (Funding Source & Year): EMW-2022-SS-0006 5. Period of Performance: Start and End Dates: September 1, 2022-August 31, 2023 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # - PLEFLHCUPCH6	9. Congressional District: 3	
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2022	12. Federal Awarding Agency: Homeland Security (800)368-6498	
13. Research and Development Grant: ___ Yes ☒ No	14. Indirect Cost Rate Charged: \$0.00		
15. The following grant funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$0.00	(1) Federal	\$24,500.00
(2) Personal Services-Fringe	\$0.00	(2) State	\$0.00
(3) Contractual Services	\$0.00	(3) Local	\$0.00
(4) Travel	\$0.00	(4) Other	\$0.00
(5) Equipment	\$24,500.00	Total:	\$24,500.00
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Other	\$0.00	Number of Grants:	
TOTAL	\$24,500.00	FY19	\$0.00
		FY20	\$38,615.50
		FY21	\$0.00
The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.			
14. Approval from Grantee:  Signature _____ Date _____ Name: Baxter Kruger Title: MOHS Executive Director/SAA		15. Approval from Sub-Recipient: Signature _____ Date _____ Name: Lynn Spruill Title: Mayor Authorized Signatory Official	

FY22 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY22 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY22 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (September, October & November)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (December, January & February)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3RD QUARTER (March, APRIL & MAY)

- Submit 2nd Quarter Report to MOHS. Due March 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 PROGRAM MILESTONE SCHEDULE

4th QUARTER (June, July & August)

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: City of Starkville Police Department				
2. Sub-Recipient Grant Number: 22LE347	3. Grant ID: FY22HSGP	4. Beginning: September 1, 2022	5. Ending: August 31, 2023	
6. Activity: Homeland Security Grant Program				
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary		\$0.00	\$0.00	\$0.00
Personal Services-Fringe		\$0.00	\$0.00	\$0.00
Contractual Services		\$0.00	\$0.00	\$0.00
Travel		\$0.00	\$0.00	\$0.00
Equipment	1. Tactical Communication Device 12 @ \$833.00 = \$10,000.00 2. Gas Mask w/Face Shield and Canister 12 @ \$500.00 = \$6,000.00 3. Ballistic Helmet 12 @ \$708.33 = \$8,500.00	\$24,500.00	\$0.00	\$24,500.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00
TOTALS		\$24,500.00	\$0.00	\$24,500.00

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

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

Therefore, the Agency, I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 9/16/22



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 09-20-2022
PAGE: 1 of 5

SUBJECT: Request permission to accept a 100 % reimbursable Homeland Security Grant for the amount of \$23,000.00 to purchase an automated license plate recognition system.

AMOUNT & SOURCE OF FUNDING : N/A

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Police

**DIRECTOR'S
AUTHORIZATION:** Police Chief Ballard

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval to accept a 100 % reimbursable Homeland Security Grant for the amount of \$24,500.00 to purchase an automated license plate recognition system.



STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY HOMELAND SECURITY GRANT PROGRAM SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: City of Starkville Police Department

Project Title: Homeland Security Grant Program

Grant Period: September 1, 2022- August 31, 2023

Date of Award: September 1, 2022

Total Amount of Award: \$23,000.00

Grant Number: A22LE347

In accordance with the provisions of Federal Fiscal Year 2022 Homeland Security Grant Program, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.067 and MOHS federal grant number is **EMW-2022-SS00006**. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **October 17, 2022**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

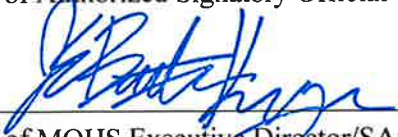
Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, Homeland Security Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official



9/16/22

Signature of MOHS Executive Director/SAA

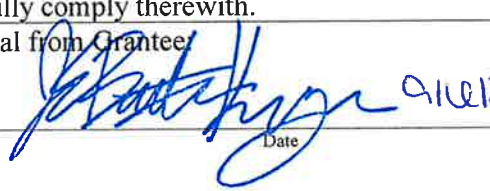


MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY22 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY22 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name: City of Starkville Police Department Mailing Address: 101 E. Lampkin Street Starkville, MS 39759 Telephone Number: 662.323.4131 E-Mail: c.jackson@cityofstarkville.org		2. Effective Date of Grant: September 1, 2022 3. Sub-Recipient Grant Number: A22LE347 4. Grant Identifier (Funding Source & Year): EMW-2022-SS-0006 5. Period of Performance: Start and End Dates: September 1, 2022-August 31, 2023 6. Subgrant Payment Method: ☒ Cost Reimbursement Method	
7. CFDA # - 97.607- Homeland Security Grant Program	8. UEI # - PLEFLHCUPCH6	9. Congressional District: 2	
10. FAIN #: 646000779	11. Initial Federal Award Date: September 1, 2022	12. Federal Awarding Agency: Homeland Security (800)368-6498	
13. Research and Development Grant: ___ Yes ___X___ No	14. Indirect Cost Rate Charged: \$0.00		
15. The following grant funds are obligated:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$0.00	(1) Federal	\$23,000.00
(2) Personal Services-Fringe	\$0.00	(2) State	\$0.00
(3) Contractual Services	\$0.00	(3) Local	\$0.00
(4) Travel	\$0.00	(4) Other	\$0.00
(5) Equipment	\$23,000.00	Total:	\$23,000.00
(6) Commodities/Supplies	\$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:	
(7) Other	\$0.00	Number of Grants:	FY19
TOTAL	\$23,000.00	TOTAL:	\$0.00
			FY20
			FY21
			\$38,615.50
			\$0.00
The Sub-Recipient agrees to operate the program outlined in this Grant Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; and Agreement of Understanding and Compliances.			
All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Recipient, are also incorporated into this agreement, and Sub-Recipient agrees to fully comply therewith.			
14. Approval from Grantee:  Signature _____ Date _____ Name: Baxter Kruger Title: MOHS Executive Director/SAA		15. Approval from Sub-Recipient: Signature _____ Date _____ Name: Lynn Spruill Title: Mayor Authorized Signatory Official	

FY22 HOMELAND SECURITY GRANT PROJECT DESCRIPTION

The Mississippi Office of Homeland Security Grant Program (HSGP) is provided by Federal grant funds to assist local, state, and tribal efforts in obtaining the resources required to support the National Preparedness Goal, mission areas and core capabilities to build a culture of preparedness. All grant programs funded will help the State of Mississippi in the prevention, preparation, protection, and response to acts of terrorism.

These efforts will be coordinated through the grants and operation programs, along with training and exercises developed during the grant year. All programs will utilize risk assessments, data, and community knowledge to target and deploy resources that are community and state-wide threats and hazards.

FY22 HOMELAND SECURITY PROJECT GOALS AND OBJECTIVES

PROJECT:

Establish and enhance terrorism intelligence to include, but not limited to an early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components and agencies to prevent, protect against, respond to, and recover from Weapons of Mass Destruction (WMD) and/or Terrorism incidents and attacks.

OBJECTIVES:

Provide intelligence gathering and information sharing capabilities to 50% of local jurisdictions within three (3) years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

OBJECTIVES:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within three (3) years after approval of state strategy.

Improve the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within three (3) years of the approval of the state strategy.

FY22 PROGRAM MILESTONE SCHEDULE

The program milestone schedule is intended to provide the Sub-Recipient, a proposed list of planned activities, implementation dates, for the implementation of the grant. Program milestones will be provided in the Sub-Recipient's quarterly reporting, as when the milestone should be completed.

1st QUARTER (September, October & November)

- Completed Environmental Historic Preservation Form and submit to MOHS (If required). Please include form and photographs of outside of building, as well as places where equipment will be installed.
- Complete NIMS Training (100, 200, 700 and 800), if not completed.
- Complete Cyber-Security Assessment and return completion form to MOHS.
- Solicit quotes and/or bids for equipment. (If equipment is over \$5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during 1st quarter for the grant year.
- Begin Preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send full Grant Agreement with signatures to MOHS.
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.

2nd QUARTER (December, January & February)

- Submit 1st Quarter Report to MOHS. Due December 15.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 2nd Quarter Report. (December 1-February 28). Due to MOHS March 15.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

3RD QUARTER (March, APRIL & MAY)

- Submit 2nd Quarter Report to MOHS. Due March 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 3rd Quarter Report. (March 1-May 31). Due to MOHS June 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 PROGRAM MILESTONE SCHEDULE

4th QUARTER (June, July & August)

- Submit 3rd Quarter Report to MOHS. Due June 15th.
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment received.
- Begin preparation of 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Participate and attend any trainings, meetings, or conference calls with MOHS, as required and necessary.
- Assess and review program's threats, hazards, core capabilities and needs.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS September 15th.
- Prepare Closeout Documents and submit to MOHS. Due October 15th.
- Assess and review program's threats, hazards, core capabilities and needs.

FY22 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: City of Starkville Police Department					
2. Sub-Recipient Grant Number: A22LE347		3. Grant ID: FY22HSGP	4. Beginning: September 1, 2022	5. Ending: August 31, 2023	
6. Activity: Homeland Security Grant Program					
7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget			Total
		Federal	All Other		
Personal Services-Salary		\$0.00	\$0.00		\$0.00
Personal Services-Fringe		\$0.00	\$0.00		\$0.00
Contractual Services		\$0.00	\$0.00		\$0.00
Travel		\$0.00	\$0.00		\$0.00
Equipment	Fixed Automated License Plate Recognition System – one (1)	\$23,000.00	\$0.00		\$23,000.00
Commodities/Supplies		\$0.00	\$0.00		\$0.00
Other:		\$0.00	\$0.00		\$0.00
TOTALS		\$23,000.00	\$0.00		\$23,000.00

MISSISSIPPI OFFICE HOMELAND SECURITY GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2002 and the Department of Homeland Security Appropriation Act, 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security, and

The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

Terms and conditions pertain not only to Recipients, but grant funded Sub-Recipients, as well. The following list of terms and conditions should be reviewed and followed. The FY2022 Department of Homeland Security Standard Terms and Conditions, can be found at: https://www.dhs.gov/sites/default/files/2022-01/fy_2022_dhs_terms_and_conditions_version_2_dated_jan_24_2022_508.pdf.

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from

discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. Drug-Free Workplace Regulation

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid

restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XIV. Ensuring the Future is Made in All of America by All of America's Workers

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part FY 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXV. Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVII. Use of DHS Seal, Logo, and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310

Certifications Regarding Lobbying; Debarment, Suspension, and other Responsibility Matters; Drug-Free Workplace Requirements; Procurement; Organizational and Financial Requirement; following Sub-Recipient Procedures: Disclosures: Disclosure of Information and Conflict of Interest

Sub-Recipients should refer to the regulations cited below to determine the certification to which they are required to attest. Sub-Recipients should also review the instructions for certification included in the regulations before completing this form. Signature of this agreement provides for compliance with certification requirements under 10 CFR Part 601 "New Restrictions on Lobbying," and 10 CFR Part 1036 "Government wide Debarment and Suspension (Nonprocurement) and Government wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State determines to award the covered transaction, grant, or other agreement.

1. Lobbying

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over \$ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation , renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. Debarment, Suspension, and Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3. Applicable CFR's and Federal Executive Orders 12549 and 12689 prohibit non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000 and non-procurement transactions such as grants or cooperative agreements. By signing this Agreement, the Subgrantee agrees it will verify the status of potential vendors prior to any federal funds being obligated to prevent any debarred or suspended agencies or vendors from receiving federal funds. The Subrecipient can confirm the status of potential vendors by conducting a search

on the System for Award Management (SAM) website (<https://www.sam.gov/portal/public/SAM/>). At this time, DPS does not require Subrecipients to submit proof of verification with any reimbursement request; however, the Subrecipient must maintain this information, in the form of a screen print, with other grant documentation. This documentation shall be available for review per Attachment C.

3. Drug-Free Workplace

This certification is required by the Drug-Free Workplace Act of 1988 (Pub.L. 100-690, Title V, Subtitle D) and is implemented through additions to the Debarment and Suspension regulations, published in the Federal Register on January 31, 1989, and May 25, 1990.

The Subrecipient will or will continue to provide a drug-free workplace by:

1. Maintaining a Zero Tolerance Drug Policy.
2. Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace.
4. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Subrecipient's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (e) Including the provisions of the foregoing clauses in all third-party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. Procurement:

The Subrecipient agrees to abide by their respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.317 to 200.326.

1. Subrecipient must comply with proper competitive bidding procedures as required by the applicable federal and state rules.
2. The subrecipient entity must maintain written standards of conduct covering conflict of interest and governing the actions of its employees and engaged in selection, award, and administration of contracts.
3. The subrecipient must take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms re used when possible. Please see 2 CFR § 200.321 for the affirmative steps that must be taken.

5. Organizational and Financial Requirement

1. All Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. Determining allowability of costs claimed will be consistent with the requirements of the grant award and its applicable regulations.
 - a. Subrecipients have the responsibility to employ the organizational and management techniques necessary to assure proper administration and cost allocation, including accounting, budgeting, reporting, auditing, and other review controls.
 - b. All Subrecipients will accept responsibility for expending and accounting for funds in a manner consistent with an approved project, plan and or program as evidenced by their acceptance of an Agreement award by the Department of Public Safety; Policies, procedures, reporting requirements or other special conditions established by the appropriate Federal agency, if applicable, and the Department of Public Safety.
2. Subrecipients must have an adequate system of internal controls which:
 - a. Presents, classifies, and retains all detailed financial records related to the Agreement award. Financial records must be retained by the Subrecipient and be available for review for a period of three (3) years after the expiration of the grant period except those records must be retained until completion or resolution of all issues arising from audit, litigation or claims started before the expiration of the three-year period, whichever is later.
 - b. Provides reasonable assurance that Federal awards are managed in compliance with Federal statutes, regulations, and the terms and 42 CFR § 200.318(c)(1) conditions. These internal controls should be in compliance with the guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - c. Provides information for planning, control, and evaluation of direct and indirect costs.
 - d. Provides cost and property control to ensure optimal use of the grant funds; Controls funds and other resources to ensure that the expenditure of grant funds and use of any property acquired under the grant are in conformance with established guidelines and policies.
3. Notification of Organizational Changes Required:
 - a. The recipient shall provide DPS written notification within 30 days should any of the following events occur:
 - i. having new or substantially changed systems
 - ii. having new compliance personnel
 - iii. loss of license or accreditation to operate program
 - iv. organizational restructuring

6. Following Subrecipient Procedures:

The undersigned certifies that the Subrecipient organization has in place standard policies and procedures that govern the Subrecipient’s payroll, purchasing, contracting and inventory control in accordance with 2 CFR 225, Appendix A, Section C 1.e or 2 CFR 200.302. The undersigned further certifies that the Subrecipient organization will use those policies and procedures for any approved expenditure under this Agreement and for any equipment purchased with Agreement funds. The undersigned also agrees to make the policies and procedures available for examination by any authorized representatives of the State or

Federal Government. This does not relieve the Subrecipient from requirements of federal financial management, requirements in:

- (a) 2 CFR 200 § 302 Financial Management

7. Disclosure of Information:

Any confidential or personally identifiable information (PII) acquired by subrecipient during the course of the subgrant shall not be disclosed by subrecipient to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without the prior written consent of the Department of Public Safety either during the term of the Agreement or in the event of termination of the Agreement for any reason whatsoever. Subrecipient agrees to abide by applicable federal regulations regarding confidential information and research standards, as appropriate, for federally supported projects.

8. Conflict of Interest

Subgrantee/Contractor covenants that, to the best of its knowledge, no person under its employ, including subcontractors, who presently exercises any functions or responsibilities in connection with Board, Department, or projects or programs funded by Board or Department, has any personal financial interest, direct or indirect, in this Subgrant Agreement /Contract.

1. Subgrantee/Contractor further covenants that in the performance of Subgrant Agreement/Contract, no person having such conflicting interest shall knowingly be employed by Subgrantee/Contractor.

2. Any such interest, on the part of Subgrantee /Contractor or its employees, when known, must be disclosed in writing to Department.

9. Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

MOHS Terms and Conditions:

1. Sub-Recipient must comply with the rules and regulations of 2 CFR 200.
2. Sub-Recipients are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
3. All Sub-Recipients must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
4. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for twelve (12) months during the year of equipment purchase only.
5. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
6. A physical inventory of property and equipment must be completed, and the results reconciled with the MOHS property control, at least once every two years.
7. The MOHS requires that property and equipment acquired with grant funds be tagged and tracked using an inventory system.
8. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. To improve interoperability, all radios purchased under this grant should be APCO 25 compliant.
9. The designated representative certifies that he/she has legal authority to receive assistance.
10. All Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. All Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
12. The Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. The Sub-Recipient shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars 2 CFR 200 as

applicable and/or as directed by the DPS Authorized Representative.

14. The Sub-Recipient shall comply with the Single Audit Act of 1996 and 2 CFR 200.501. Copies of audit reports when issued and provide audit findings to the MOHS, if applicable.
15. The Sub-Recipient shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
16. The Sub-Recipient shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. The Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. The Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. The Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. The Sub-Recipient shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
21. The Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. The Sub-Recipient shall not enter any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.
23. The period of performance for this Grant Agreement shall begin on the date of acceptance of the Subrecipient Award execution and shall continue through the period of Subrecipient unless terminated by the Department of Public Safety. Future Subrecipient for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.
24. The Quarterly Reimbursement Claim and Progress Report: Request for reimbursement is due within 15 days after each reporting quarter:

Grant Period	Quarter	Date Report is Due
September 1-November 30	1 st Quarter	December 15
December 1-February 28	2 nd Quarter	March 15
March 1-May 31	3 rd Quarter	June 15
June 1-August 31	4 th Quarter	September 15
Closeout	Closeout	October 15

25. The local Sub-Recipient shall develop and improve their capability to combat the effects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published Authorized Equipment List or support of planning, exercises or training activities associated with the prevention, response, or recovery from terrorism incidents.

26. The Authorized Signatory Official is responsible for committing to the terms of this GA, budgeting local funds to purchase equipment or support jurisdictional exercise, training, and planning efforts for executing this GA on behalf of the Sub-Recipient's jurisdiction.
27. The Sub-Recipient shall designate a Sub-Recipient public official as the Sub-Recipient Grant Administrator (SGA) for developing and attaching the GA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-Recipient to *Recipient* for repayment. The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MOHS) via the Biannual Strategy Implementation Report (BSIR).

Funding Considerations:

28. It is mutually agreed that upon written application by Sub-Recipient and approval by State and FEMA (if applicable), State will obligate Federal funds to Sub-Recipient account for reimbursement of eligible expenditures as set forth in the application.
29. Grant funds expended prior to the date of the award letter are not authorized to be reimbursed.
30. Each quarter the SGA will prepare and submit a Quarterly Request for Reimbursement to the MOHS. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The MOHS will review the reimbursement package for completeness and process for payment through the Mississippi accounting system, MAGIC.
31. The Recipient will not be liable under this Agreement for any amount greater than the award allocated by the FEMA and the Office for Domestic Preparedness to the State for the grant performance period.
32. No cost or obligation shall be incurred by the Recipient under this GA unless and until the Recipient advises the Sub-Recipient in writing that the Application and Award has been approved and funds are available.
33. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
34. Sub-Recipient's requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the MOHS explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
35. Sub-Recipient's Quarterly Request for Reimbursement and other required financial reports will be submitted to the Recipient with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in full by Sub-Recipient with supporting documentation.

Maintenance, Replacement costs and Use of Equipment, Sell & Disposal

36. It is mutually agreed and promised that the Sub-Recipient shall immediately notify the MOHS, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Recipient further agrees to transfer or otherwise dispose of such equipment, as directed by the MOHS.

37. It is mutually agreed and promised by the Sub-Recipient that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MOHS.
38. It is mutually agreed and promised that the Sub-Recipient shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
39. Each Sub-Recipient of federal grant funds must have a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
40. All equipment awarded in this grant agreement **must be ordered** within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment.
41. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.
42. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
43. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage or theft shall be investigated.
44. Adequate maintenance procedures must be developed to keep the property in good and working condition.
45. If the Sub-Recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
46. Costs for equipment items are allowable only as part of a comprehensive program effort.
47. Equipment purchased under the terms of this GA will be stored, maintained, and used in accordance with the purpose and objectives of this Grant Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the Sub-Recipients.
48. Instructions on how to sell and/or dispose of equipment, please visit our website at www.homelandsecurity.ms.gov. (Click on the tab Grants /Grant Forms).

Non-performance of Grant Activities

49. Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the Recipient.
50. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds.

51. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Administrative Provisions

52. The *Recipient* and *Sub-Recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides. The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

Audit Requirements

53. Law enforcement, state, local, non-profit agencies funded with Federal funds administered by the MOHS for the purpose of grant activity must comply with the following (2 CFR§200.501):
- (a) *Audit required.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.
 - (b) *Single audit.* A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
 - (c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.
 - (d) *Exemption when Federal awards expended are less than \$750,000.* A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
 - (e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
 - (f) *Sub-Recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient, or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.
 - (g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring

compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions follow Federal statutes, regulations, and the terms and conditions of Federal awards.

- (h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

Monitoring

54. Pursuant to Federal guidelines (2 CFR§200.328-329), the State has developed a plan for evaluating all projects. Each Sub-Recipient may be required, to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems, and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub-recipient monitoring.
55. Management will evaluate audit findings, questioned costs and corrective action plans. The issuance of a written decision will be issued to the Sub-Recipient, which will entail whether or not the audit finding is sustained; the reasons for the decision; the expected action of the Sub-Recipient to repay any disallowed costs, make financial adjustments or take other actions; the reference number(s) the auditor assigned to each audit finding; and a description of any appeal process available to the Sub-Recipient regarding the management decision, as required by 2 CFR 200.521. If the Sub-Recipient has not completed corrective action, a timetable follow-up will be given.
56. The MOHS will contact Sub-Recipient(s) for additional information as needed and determines course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as financial capacity concerns) and schedule of expenditures of federal awards deficiencies. Depending on the issue or combination of issues, procedures may be modified to ensure efficient and effective resolution. Updates the status of each audit review until all follow-up actions are completed and the file is closed.

Intelligence Sharing:

57. Sub-Recipient will provide available intelligence to the Mississippi Office of Homeland Security and the Mississippi Analysis and Information Center (FUSION). Intelligence should be shared between local, state, tribal, territorial, and federal agencies with the focus on homeland security matters.

Other Provisions

58. This agreement is not intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
59. Sub-Recipient is required to ensure that grant monies are used to support all Emergency Service-related agencies and departments, specifically law enforcement, fire, and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.

60. All final requests for reimbursement, performance reports and closeout documents must be received in the Mississippi Office of Homeland Security within forty-five (45) days of completion of the project.
61. Any Sub-Recipient delinquent in submitting reimbursements, quarterly reports, and/or other required reports, or incomplete reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
62. All Sub-Recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities, to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

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

Therefore, the Agency, I represent promises and will comply with all Federal, State and Mississippi Office of Homeland Security Certifications and Assurances and their conditions.

SUB-RECIPIENT:

ATTESTS:

Authorized Signatory Official's Signature:
(Sub-Recipient)

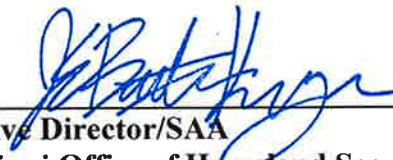
Date:

Authorized Signatory Official's Printed Name:

Organizational Title:

UEI Number: _____

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: 
Executive Director/SAA
Mississippi Office of Homeland Security

Date: 9/16/22



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: 8/20/2022
PAGE: 1 of 1**

SUBJECT:

Request approval to purchase a used black 2017 Ford Explorer (Police Interceptor) AWD with 77,668 miles, vin# ending in 3619 from Asia Motors, Inc in Melrose Park, Illinois for a total cost of \$19,190.00, which is within the estimated range for this used vehicle.

AMOUNT & SOURCE OF FUNDING:

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:

Move approval to purchase a used black 2017 Ford Explorer (Police Interceptor) AWD with 77,668 miles, vin# ending in 3619 from Asia Motors, Inc in Melrose Park, Illinois for a total cost of \$19,190.00, which is within the estimated range for this used vehicle.

BILL OF SALE

SELLER

BUYER(S)

ASIA MOTORS INC 2300 NORTH MANNHEIM RD MELROSE PARK, IL 60164 847-447-3500 Date: 9/08/22 Salesman:		City of Starkville 110 W Main St, STARKVILLE, MS 39759 County: Phone: 662-425-4143																									
DESCRIPTION OF VEHICLE SOLD		DESCRIPTION OF TRADE-IN(S)																									
Stock #:22315 Make: FORD Body Type: 4DR Tag: VIN: 1FM5K8AR3HGA63619	Year: 2017 Model: EXPLORER Color: BLACK Mileage: 77668	Trade # 1: N/A VIN: Trade # 2: N/A VIN:	Mileage: Mileage:																								
WARRANTY DISCLAIMER Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Seller makes no warranty of any kind, express or implied, as to the merchantability or fitness for a particular purpose of the vehicle covered by this agreement, and buyer understands and agrees that such vehicle, whether new or used is sold "AS-IS" and "WITH ALL FAULTS". LIEN HOLDER		SETTLEMENT <table> <tr> <td>Price:</td> <td>18,300.00</td> </tr> <tr> <td>Less Trade Allowance:</td> <td>N/A</td> </tr> <tr> <td>Difference:</td> <td>18,300.00</td> </tr> <tr> <td>Payoff on Trade-In</td> <td>N/A</td> </tr> <tr> <td>Sales Tax:</td> <td>N/A</td> </tr> <tr> <td>Dealer Service Fee: :</td> <td>150.00</td> </tr> <tr> <td>Tag & Title Fee::</td> <td>40.00</td> </tr> </table> <table> <tr> <td>Shipping-1:</td> <td>700.00</td> </tr> <tr> <td>Total:</td> <td>19,190.00</td> </tr> <tr> <td>Less Cash Down Payment:</td> <td>N/A</td> </tr> <tr> <td>Deferred Down Payment:</td> <td>N/A</td> </tr> <tr> <td>BALANCE REMAINING:</td> <td>19,190.00</td> </tr> </table>		Price:	18,300.00	Less Trade Allowance:	N/A	Difference:	18,300.00	Payoff on Trade-In	N/A	Sales Tax:	N/A	Dealer Service Fee: :	150.00	Tag & Title Fee::	40.00	Shipping-1:	700.00	Total:	19,190.00	Less Cash Down Payment:	N/A	Deferred Down Payment:	N/A	BALANCE REMAINING:	19,190.00
Price:	18,300.00																										
Less Trade Allowance:	N/A																										
Difference:	18,300.00																										
Payoff on Trade-In	N/A																										
Sales Tax:	N/A																										
Dealer Service Fee: :	150.00																										
Tag & Title Fee::	40.00																										
Shipping-1:	700.00																										
Total:	19,190.00																										
Less Cash Down Payment:	N/A																										
Deferred Down Payment:	N/A																										
BALANCE REMAINING:	19,190.00																										
TAX JURISDICTION BREAKDOWN <table> <tr> <td>8.500 %</td> <td>0.00</td> </tr> <tr> <td>0.000 %</td> <td>0.00</td> </tr> <tr> <td>0.000 %</td> <td>0.00</td> </tr> <tr> <td>1.000 %</td> <td>0.00</td> </tr> </table>		8.500 %	0.00	0.000 %	0.00	0.000 %	0.00	1.000 %	0.00																		
8.500 %	0.00																										
0.000 %	0.00																										
0.000 %	0.00																										
1.000 %	0.00																										

CONTRARY LANGUAGE DISCLOSURE The following applies to all vehicles sold as "DEMONSTRATOR" or "USED". The information you see on the window form (entitled "Buyer's Guide") for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Buyer hereby acknowledges the presence of the above mentioned window form (BUYER'S GUIDE) on the purchased vehicle at time of delivery and receipt of the original of said form.

WILL NOT PROVIDE ANY LOANER VEHICLE

Buyer _____ Co-Buyer _____
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER

ALL SALES FINAL

BUYER AGREES THAT HE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS AND LIMITATIONS OR LIABILITY SET FORTH HEREIN AND AFFIXES HIS SIGNATURE IN CONFIRMATION OF HIS OFFER.

Buyer _____ Co-Buyer _____
 I UNDERSTAND NO VERBAL AGREEMENT WILL BE HONORED BY DEALER.
 I HAVE RECEIVED A COPY OF MY PURCHASE OPTION CONTRACT ON DELIVERY.

Accepted This Date 9/08/22
 By _____
 Purchase Order must be accepted by an officer or manager of the Company.



< Back to Inventory

2017 Ford Explorer Police AWD Bluetooth Back-Up Camera



Photo Viewer
63 Images

Check on

Price **\$18,795**



	Engine	3.7L V6 DOHC 24V
	Transmission	6-SPEED AUTOMATIC
	Drive	AWD
	VIN	1FM5K8AR3HGA63619
	Mileage	77,704
	Exterior	BLACK
	Interior	GRAY
	Stock NO	22315
	Fuel economy	

Comments



FROM THE FINEST INVENTORY OF USED GOVERNMENT VEHICLES IN THE COUNTRY, ASIA MOTORS INC PRESENTS A BLACK 2017 FORD POLICE INTERCEPTOR UTILITY AWD WITH 77K MILES. THIS VEHICLE WAS USED IN A LAW ENFORCEMENT AGENCY IN COLORADO AND HAS BEEN REGULARLY SERVICED AND MAINTAINED. THIS SUV IS EQUIPPED WITH A 3.7- LITER DOHC 24V V6 ENGINE, 6-SPEED AUTOMATIC TRANSMISSION EXCLUSIVELY POLICE CALIBRATED FOR MAXIMUM ACCELERATION AND FASTER CLOSING SPEED , ELECTRIC POWER ASSIST STEERING (EPAS), HEAVY-DUTY 220AMP ALTERNATOR, BATTERY HEAVY-DUTY 750 CCA, 5 PASSENGER SEATING, ADVANCE-TRAC WITH RSC (ROLL STABILITY CONTROL), TRACTION CONTROL, BRAKES-POLICE CALIBRATED HIGH PERFORMANCE SYSTEM, 4-WHEEL HEAVY-DUTY DISC WITH HEAVY-DUTY FRONT AND REAR CALIPERS, BACK-UP CAMERA, BLUETOOTH, AND MUCH MUCH MORE. AS ALWAYS, WE HAVE SET THE PRICE BELOW NADA AND THE KBB TO PROVIDE YOU THE BEST DEAL FOR YOUR MONEY. YOU CAN OWN THIS WELL MAINTAINED POLICE EXPLORER FOR ONLY \$18,795 BY CALLING 312-646-9105. IF YOU WANT TO MAKE AND OFFER OR TALK ABOUT THE PRICE, CALL ME AT 312-646-9105 OR EMAIL AT ASIAMOTORS@AOL.COM. WE PROMISE THAT YOU WILL ENJOY THE BUYING EXPERIENCE AT ASIA MOTORS LIKE THOUSANDS OF OTHER VALUED CUSTOMERS DID FOR THE LAST 27 YEARS.

THIS VEHICLE IS BEEN OFFERED AS-IS WITH NO WARRANTY EITHER WRITTEN, EXPRESSED OR IMPLIED. THE SELLER SHALL NOT BE RESPONSIBLE FOR THE CORRECT DESCRIPTION, AUTHENTICITY, GENUINENESS, OR DEFECTS HEREIN AND MAKES NO WARRANTY IN CONNECTION THEREWITH. NO ALLOWANCE OR SET ASIDE WILL BE MADE ON ACCOUNT OF ANY INCORRECTNESS, IMPERFECTION, DEFECT OR DAMAGE. ANY DESCRIPTIONS OR REPRESENTATIONS ARE FOR IDENTIFICATION PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS A WARRANTY OF ANY TYPE. IT IS THE RESPONSIBILITY OF THE BUYER TO INSPECT THE VEHICLE THOROUGHLY AND TO SATISFY HIMSELF OR HERSELF AS TO THE CONDITION AND VALUE AND TO BID, OFFER OR PURCHASE UPON THE JUDGEMENT SOLELY. THE SELLER SHALL AND WILL MAKE EVERY REASONABLE EFFORT TO DISCLOSE ANY KNOWN DEFECTS ASSOCIATED WITH THE VEHICLE AT THE BUYER'S REQUEST PRIOR TO THE CLOSE OF SALE. SELLER ASSUMES NO RESPONSIBILITY FOR ANY REPAIRS REGARDLESS OF ANY ORAL STATEMENTS ABOUT THIS VEHICLE. MANUFACTURES AND EXTENDED WARRANTIES MAY BE AVAILABLE.

ASIA MOTORS INC HAS BEEN SELLING THE FINEST INVENTORY OF USED GOVERNMENT VEHICLES FOR THE LAST 27 YEARS. IF YOU HAVE ANY QUESTIONS ABOUT ANY OF OUR VEHICLES IN STOCK, FEEL FREE TO ASK FROM OUR KNOWLEDGEABLE STAFF . WE WILL ASSIST YOU IN SHIPPING YOUR VEHICLE ANYWHERE IN THE WORLD. FINANCING IS AVAILABLE FOR QUALIFIED BUYERS. WE PROVIDE FREE PICKUP SERVICE FROM THE CHICAGO O'HARE AIRPORT , BUS AND TRAIN TERMINALS NEAR WEST CHICAGO TO OUR DEALERSHIP WITH A 24 HOURS ADVANCE NOTICE.

THANK YOU FOR VISITING OUR WEBSITE AND WE WILL BE LOOKING FORWARD TO MAKE YOU OUR NEXT HAPPY CUSTOMER.

Vehicle History



Disclaimer: All advertised prices exclude government fees and taxes, any finance charges, any dealer document preparation charge, and any emission testing charge. Vehicle availability is not guaranteed and subject to prior sale. All vehicle details advertised are true to our best knowledge, but not guaranteed. It is the customer's sole responsibility to verify the existence and condition of any equipment listed. The dealership is not responsible for misprints on prices or equipment. It is the customer's sole responsibility to verify the accuracy of the prices with the dealer. Pricing are subject to change without notice. Any advertised down, monthly, bi-weekly, and weekly payments are estimated examples and / or approximate payments only and subject to credit check and approvals.

[HOME](#)[VIEW INVENTORY](#)[DIRECTIONS](#)[ABOUT](#)[VEHICLE FINDER](#)[FINANCING](#)[CONTACT US](#)[REVIEWS](#)

© 2022 DealerWebsites.com | [Terms of use](#) | [Privacy Policy](#)

 Accident Reported

 CARFAX 1-Owner

 Service History

 Government Use



Features



- | | |
|--------------------------|-------------------------|
| ✓ 5 passenger | ✓ Anti-Lock Brakes |
| ✓ Power Mirrors | ✓ Power Door Locks |
| ✓ Power Steering | ✓ Power Windows |
| ✓ Clock | ✓ Interior Hood Release |
| ✓ Dual Power Mirrors | ✓ Interval Wipers |
| ✓ AM/FM Stereo | ✓ Courtesy Lights |
| ✓ Trip Odometer | ✓ Rubber Flooring |
| ✓ Air Conditioning | ✓ Cruise Control |
| ✓ Passenger Air Bag | ✓ Power Seats |
| ✓ Rear Window Defroster | ✓ Tilt Wheel |
| ✓ Vinyl Seats | ✓ CD player |
| ✓ Reclining Bucket Seats | ✓ Traction Control |
| ✓ Dual Exhaust | ✓ Front Bucket Seats |
| ✓ AWD | |

Inquire about this vehicle



Vehicle interested in: **2017 Ford Explorer Police AWD Bluetooth Back-Up Camera**

If you have questions about this vehicle, please enter them below.

First name:

Last name:

Email:

Phone:

Message:



I'm not a robot

reCAPTCHA
Privacy - Terms

SUBMIT



2017 Ford Explorer Pricing Report

Style: XLT Sport Utility 4D

Mileage: 77,704

KBB.com Consumer Rating: 4.2/5

Vehicle Highlights

Fuel Economy: City 16/Hwy 23/Comb 19 MPG

Engine: V6, 3.5 Liter

Transmission: Auto, 6-Spd SelectShift

Drivetrain: 4WD

Country of Assembly: United States

Country of Origin: United States

EPA Class: Standard Sport Utility Vehicles

Max Seating: 7

Doors: 4

Body Style: Sport Utility

Trade in to a Dealer

Trade-in Range
\$19,303 - \$21,766
Trade-in Value
\$20,535



Valid for ZIP code 39759 through 09/08/2022



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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Sept.20th, 2022
PAGE: Page 1 of 16

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 210 West Gillespie Street with the parcel number 102B-00-321.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by Nellie Mae Clay Estate C/O Betty Clay
210 West Gillespie Street Starkville, MS 39759

1. An initial inspection performed by Code Enforcement Officer Alexandra Nash, was done on Wednesday, July 20, 2022, at approximately 15:34.
2. City of Starkville Building Official, Stein McMullen, reviewed Officer Alexandra Nash request on Wednesday, July 20, 2022, at approximately 16:10 and deemed the structure at 210 West Gillespie Street dilapidated.
3. Violation notice was created by Officer Alexandra Nash on Thursday, July 21, 2022, at approximately 09:46.
4. Family members of Nellie Mae Clay Estate C/O Betty Clay were notified that the property needed to be fixed due to the roofing, foundation, as well as hole located on the west side of the house .
5. Betty Clay advised Officer Sarah Perez that she requested 210 West Gillespie to be used for fire training; however, the Starkville Fire Department could not do a control burn due to the proximity of the neighboring property.
6. A second inspection performed by Code Enforcement Officer Alexandra Nash, was done on Tuesday, 08/16/2022. Property was still in violation with no apparent change.
7. On Saturday, 9/3/2022, Officer Sarah Perez and Officer Alexandra Nash inspected the property for a third time. Officer Sarah Perez and Officer Alexandra Nash took updated photographs and notated still no change to the property.

This property has been deemed dilapidated due to being subject to the upkeep of the property being neglected and natural deterioration over time.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

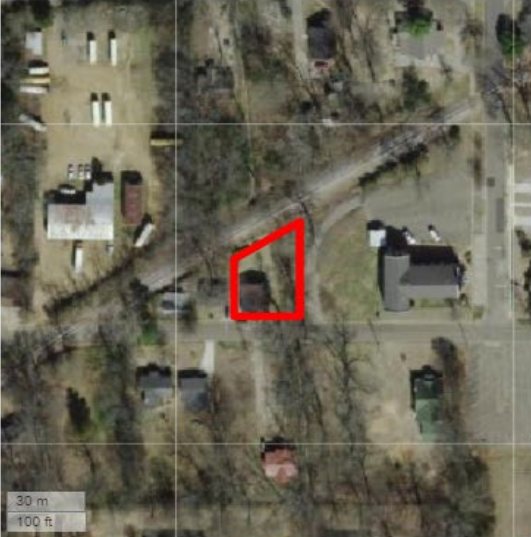
Officer Alexandra Nash and Officer Sarah Perez at 662-323-4847

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 210 West Gillespie Street with the parcel number 102B-00-321.00 is a menace to the public health, safety, and welfare of the community.

210 West Gillespie Street, Oktibbeha County, MS property tax information.





Oktibbeha County, MS																																																																							
Oktibbeha County online map access is provided as a public service, as is, as available and without warranties, expressed or implied. Content published on this website is for informational purposes only, and is not intended to constitute a legal record nor should it be substituted for the advice or services of a licensed professional. Parcel map information is prepared for the inventory of real property found within County jurisdiction and is compiled from recorded deeds, plats, and other public documents in accordance with Land Records Technical Specifications for Base, Cadastral and Digital Mapping Systems. Users are hereby notified that the aforementioned public record sources should be consulted for verification of information. With limited exception, data available on this website originates from Oktibbeha County Land Records GIS and is maintained for the internal use of the County. The County of Oktibbeha and the Website Provider disclaim all responsibility and legal liability for the content published on this website. The user agrees that Oktibbeha County and its Assigns shall be held harmless from all actions, claims, damages or judgments arising out of the use of County data.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>PPIN:</td><td>2308</td></tr> <tr><td>PARCEL_ID:</td><td>102B-00-321.00</td></tr> <tr><td>OWNERNAME:</td><td>CLAY NELLIE MAY ESTATE</td></tr> <tr><td>ADDRESS1:</td><td>C/O BETTY CLAY</td></tr> <tr><td>ADDRESS2:</td><td>210 GILLISPIE ST</td></tr> <tr><td>CITY:</td><td>STARKVILLE</td></tr> <tr><td>STATE:</td><td>MS</td></tr> <tr><td>ZIP:</td><td>39759</td></tr> <tr><td>SECTION:</td><td>03</td></tr> <tr><td>TOWNSHIP:</td><td>18N</td></tr> <tr><td>RANGE:</td><td>14E</td></tr> <tr><td>LEGAL1:</td><td>65' E/S LOT 11 CITY BLK 48</td></tr> <tr><td>LEGAL2:</td><td></td></tr> <tr><td>LEGAL3:</td><td></td></tr> <tr><td>TAX_DIST:</td><td>1110</td></tr> <tr><td>REGION:</td><td>BB</td></tr> <tr><td>CULT_AC1:</td><td>0</td></tr> <tr><td>CULT_AC2:</td><td>0</td></tr> <tr><td>UNCULT_AC1:</td><td>0</td></tr> <tr><td>UNCULT_AC2:</td><td>0</td></tr> <tr><td>TOTAL_AC:</td><td>0</td></tr> <tr><td>CULT_VAL1:</td><td>18000</td></tr> <tr><td>CULT_VAL2:</td><td>0</td></tr> <tr><td>UNCUL_VAL1:</td><td>0</td></tr> <tr><td>UNCUL_VAL2:</td><td>0</td></tr> <tr><td>LAND_VAL:</td><td>18000</td></tr> <tr><td>IMP_VAL1:</td><td>16770</td></tr> <tr><td>IMP_VAL2:</td><td>0</td></tr> <tr><td>TOTALVALUE:</td><td>34770</td></tr> <tr><td>EXEMPT_COD:</td><td>0</td></tr> <tr><td>HOMESTEAD:</td><td>4</td></tr> <tr><td>DEED_BOOK:</td><td></td></tr> <tr><td>DEED_PAGE:</td><td></td></tr> <tr><td>DEED_DATE:</td><td></td></tr> <tr><td>SITUS_ADDR:</td><td>210 WEST GILLESPIE ST</td></tr> </table>	PPIN:	2308	PARCEL_ID:	102B-00-321.00	OWNERNAME:	CLAY NELLIE MAY ESTATE	ADDRESS1:	C/O BETTY CLAY	ADDRESS2:	210 GILLISPIE ST	CITY:	STARKVILLE	STATE:	MS	ZIP:	39759	SECTION:	03	TOWNSHIP:	18N	RANGE:	14E	LEGAL1:	65' E/S LOT 11 CITY BLK 48	LEGAL2:		LEGAL3:		TAX_DIST:	1110	REGION:	BB	CULT_AC1:	0	CULT_AC2:	0	UNCULT_AC1:	0	UNCULT_AC2:	0	TOTAL_AC:	0	CULT_VAL1:	18000	CULT_VAL2:	0	UNCUL_VAL1:	0	UNCUL_VAL2:	0	LAND_VAL:	18000	IMP_VAL1:	16770	IMP_VAL2:	0	TOTALVALUE:	34770	EXEMPT_COD:	0	HOMESTEAD:	4	DEED_BOOK:		DEED_PAGE:		DEED_DATE:		SITUS_ADDR:	210 WEST GILLESPIE ST
PPIN:	2308																																																																						
PARCEL_ID:	102B-00-321.00																																																																						
OWNERNAME:	CLAY NELLIE MAY ESTATE																																																																						
ADDRESS1:	C/O BETTY CLAY																																																																						
ADDRESS2:	210 GILLISPIE ST																																																																						
CITY:	STARKVILLE																																																																						
STATE:	MS																																																																						
ZIP:	39759																																																																						
SECTION:	03																																																																						
TOWNSHIP:	18N																																																																						
RANGE:	14E																																																																						
LEGAL1:	65' E/S LOT 11 CITY BLK 48																																																																						
LEGAL2:																																																																							
LEGAL3:																																																																							
TAX_DIST:	1110																																																																						
REGION:	BB																																																																						
CULT_AC1:	0																																																																						
CULT_AC2:	0																																																																						
UNCULT_AC1:	0																																																																						
UNCULT_AC2:	0																																																																						
TOTAL_AC:	0																																																																						
CULT_VAL1:	18000																																																																						
CULT_VAL2:	0																																																																						
UNCUL_VAL1:	0																																																																						
UNCUL_VAL2:	0																																																																						
LAND_VAL:	18000																																																																						
IMP_VAL1:	16770																																																																						
IMP_VAL2:	0																																																																						
TOTALVALUE:	34770																																																																						
EXEMPT_COD:	0																																																																						
HOMESTEAD:	4																																																																						
DEED_BOOK:																																																																							
DEED_PAGE:																																																																							
DEED_DATE:																																																																							
SITUS_ADDR:	210 WEST GILLESPIE ST																																																																						



Oktibbeha County Tax Assessor/Collector
Allen Morgan

101 E. Main Street Ste. 103
39759 Starkville, MS
662-323-1273
Fax: 662-338-1066

210 West Gillespie Street, Oktibbeha County Property Link public tax information.



The website will be unavailable all day Sunday,
July 18, 2021 for routine maintenance

We apologize for any inconvenience this may cause.

Property Link OKTIBBEHA COUNTY, MS

Current Date 7/15/2021		Tax Year 2020	
		Records Last Updated 7/14/2021	
PROPERTY DETAIL			
OWNER	CLAY NELLIE MAY ESTATE	ACRES : **NA**	
	C/O BETTY CLAY	LAND VALUE : 18000	
	210 GILLISPIE ST	IMPROVEMENTS : 16770	
	STARKVILLE MS 39759	TOTAL VALUE: 34770	
ASSESSED : 3477			
PARCEL	102B-00-321.00		
ADDRESS	210 WEST GILLESPIE ST		
TAX INFORMATION			
YEAR 2020	TAX DUE	PAID	BALANCE
COUNTY	119.55	119.55	0.00
CITY	104.76	104.76	0.00
SCHOOL	154.39	154.39	0.00
PENALTY & OTHER	3.79	3.79	0.00
TOTAL	382.49	382.49	0.00
LAST PAYMENT DATE 3 / 9 / 2021			
MISCELLANEOUS INFORMATION			
EXEMPT CODE	LEGAL 65' E/S LOT 11 CITY BLK 48		
HOMESTEAD CODE	REG	MAP 102B DB/PG 421/64	
TAX DISTRICT	1110		
PPIN	002308		
SECTION	03		
TOWNSHIP	18N		
RANGE	14E		
Book	Page		

[PURCHASE COUNTY TAX SALE FILES](#)

TAX SALES HISTORY, FOR UNPAID TAXES		
Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		
Back		

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

Section 16. ENVIRONMENTAL

16.1. Nuisance. A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1. General Nuisance. Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stench, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stench.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2. Nuisance Prohibited. It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3. Nuisance Violation. Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

16.1.4. Penalty for Nuisance Violation. Any person violating any provision of this ordinance shall upon a guilty plea or conviction be guilty of a misdemeanor and shall be fined in accordance with the penalty fee section or an amount as otherwise determined by the court, for each offense.

16.1.5. Abatement by the City. Upon the failure of the person upon whom an order of abatement has been issued by the court to abate the nuisance, the Code Enforcement Officer shall proceed to abate such nuisance and shall keep records of costs incurred to the City to correct the nuisance. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this article shall constitute a lien against the property upon which such nuisance existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied.



City of Starkville

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

Violation of Starkville Code of Ordinances

Nellie May Estate Clay
215 1/2 GILLESPIE
Starkville, MS 39759

Case No. 22-000440
Issued: July 21, 2022

VIOLATION LOCATION

210 West Gillespie St
Starkville, MS 39759

LEGAL DESCRIPTION

65' E/s Lot 11 City Blk 48
Parcel ID #102b-00-321.00

Dear Property Owner:

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

Our records indicate that the property referenced above is in violation of MCA Sec. 21-19-112021 IPMC Section 111 of the City's Code of Ordinance. Please reference cityofstarkville.org, or municode.com for details about the individual ordinance regulations.

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

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

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

Sincerely,

Code Enforcement Inspector



City of Starkville

101 E Lampkin St
Starkville, MS 39759
Phone: (662) 323-4847

Dilapidated Structure Notice

Nellie May Estate Clay
215 1/2 GILLESPIE
Starkville, MS 39759

Case No. 22-000440
Issued: September 01, 2022

VIOLATION LOCATION

210 West Gillespie St
Starkville, MS 39759

LEGAL DESCRIPTION

65' E/s Lot 11 City Blk 48
Parcel ID #102b-00-321.00

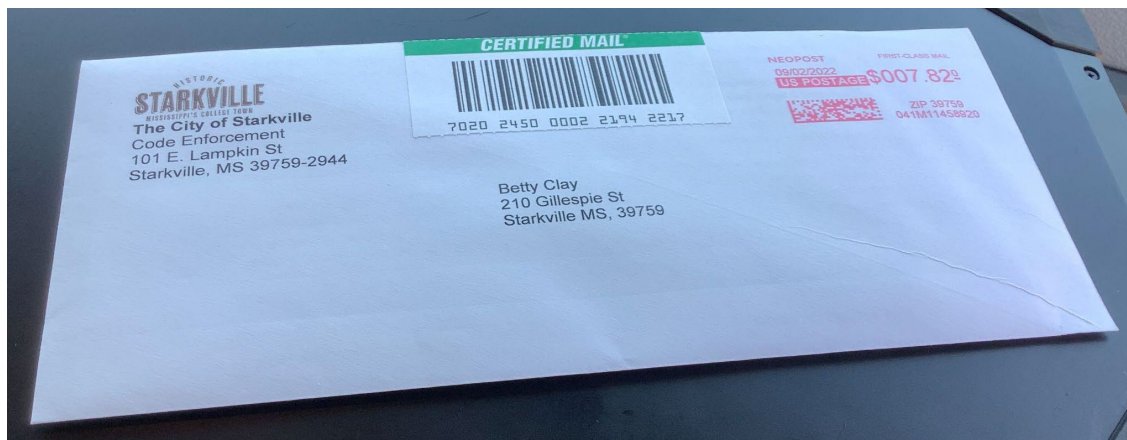
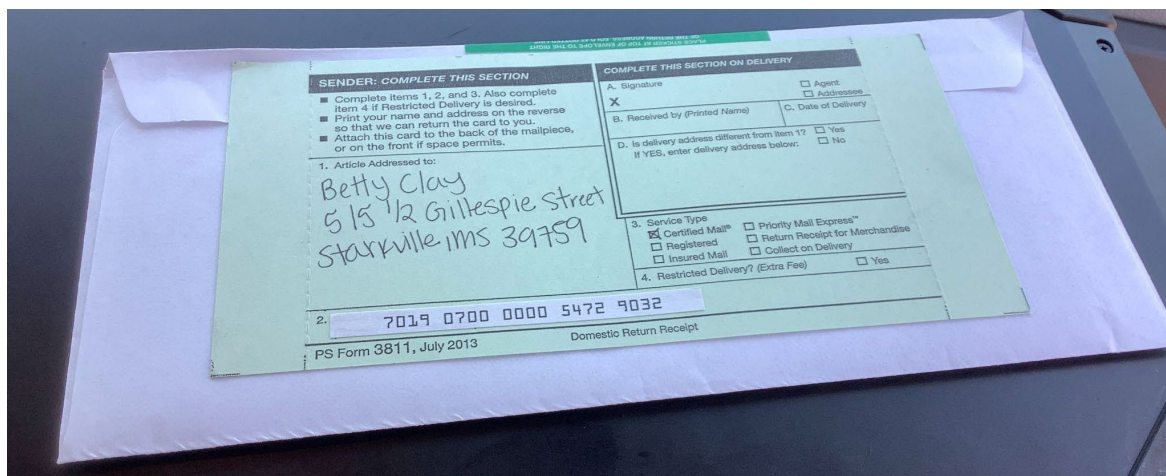
Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on - before the Starkville Board of Aldermen at Starkville City Hall Municipal Court Room for the purpose of determining whether the property referenced above is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. The property owner and all interested persons are invited and encouraged to attend.

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

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

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

Certified Mail sent on Friday, September 2, 2022 through the United States Post Service with the stamp date September 2, 2022. Tracking number: 7019 0700 0000 5472 9032. Tracking number: 7020 2450 0002 2194 2217. Both letters were addressed to Betty Clay due to her mother Nellie Mae Clay being deceased.



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: Betty Clay 210 Gillespie St Starkville, MS 39759 9590 9402 6341 0296 1723 93 7020 2450 0002 2194 2217		A. Signature ☒ Agent ☒ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
2. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Insured Mail ☐ Registered Mail ☐ Signature Confirmation® ☐ Signature Confirmation Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail® ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation® ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

7019 0700 0000 5472 9032

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Sent To **Betty Clay**
 Street and Apt. No., or PO Box No. **210 Gillespie Street**
 City, State, ZIP+4® **Starkville, MS 39759**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here **SEP 2 2022**
STARKVILLE MAIN POST OFFICE
39759

7020 2450 0002 2194 2217

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee \$
 Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$
 Postage \$
 Total Postage and Fees \$

Sent To **Betty Clay**
 Street and Apt. No., or PO Box No. **210 Gillespie St**
 City, State, ZIP+4® **Starkville, MS 39759**

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark Here **SEP 2 2022**
STARKVILLE MAIN POST OFFICE
39759

The photographs below were taken by Officer Alexandra Nash at the first inspection on Wednesday, July 20, 2022, at approximately 15:34.





Photographs below were taken by Officer Alexandra Nash on Saturday, September 03, 2022, at approximately 10:09.





Photographs of the case process of MyGov.

July 19, 2022

ADD	Added to case the following info fields: Owner's Name: Nelly Mae Estate Clay C/O Betty Clay, Owner's Current Address: 210 West Gillispie Street, Parcel Number: 102B-00-321.00, Parcel Address: , Copy of Oktibbeha Record: on 07/19/2022 at 4:27 PM by Alexandra Nash
PROMOTE	Promoted to case 22-000440 on 07/19/2022 at 3:10 PM by Alexandra Nash
PROMOTE	Promoted to case 22-000440 on 07/19/2022 at 3:10 PM by Alexandra Nash
CREATE	Created violation: Dilapidated Structures - MCA Sec. 21-19-11 on 07/19/2022 at 3:10 PM by Alexandra Nash
CREATE	Created violation: Unsafe Structures and Equipment - 2021 IPMC Section 111 on 07/19/2022 at 3:10 PM by Alexandra Nash
EDIT	Changed the status of step Verify Parcel Location and Information from Step Blocked to In Review on 07/19/2022 at 3:09 PM by Alexandra Nash
RESULTSTEP	Resulted the step Request to Auto-Accepted on 07/19/2022 at 3:09 PM by Alexandra Nash
CREATE	Created case on 07/19/2022 at 3:09 PM by Alexandra Nash

July 20, 2022

EDIT	Activated the step Notice of Violation Letter on 07/20/2022 at 4:30 PM by Lyle McCaskey
RESULTSTEP	Resulted the step Building Official Review to Approve on 07/20/2022 at 4:10 PM by Stein McMullen
UPLOAD	Uploaded a picture - B2320F78-59E4-40D8-8FC3-B7A41712AE3A.jpeg on 07/20/2022 at 3:37 PM by Alexandra Nash
UPLOAD	Uploaded a picture - A68F4A0B-CF8F-48A3-B9E9-C15F6D260DD3.jpeg on 07/20/2022 at 3:37 PM by Alexandra Nash
UPLOAD	Uploaded a picture - 2F3A03A2-6161-4B8E-B16D-EF2C6B284399.jpeg on 07/20/2022 at 3:37 PM by Alexandra Nash
UPLOAD	Uploaded a picture - D2B9365D-6F8E-4348-A77E-761895CCC61F.jpeg on 07/20/2022 at 3:37 PM by Alexandra Nash
UPLOAD	Uploaded a picture - C16D22B1-2E53-4A44-8492-550FCEE2460E.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - F1A8A0B5-3DD8-4BF3-A158-23C39918D2FB.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - 644BFDCB-3E8D-4C30-83C4-F4EEAA500EC7.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - 69DAF976-4B83-444E-A44F-33D23972D2DE.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - C714AD76-F5B6-4EF4-8005-07B892349716.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - 2876FEF6-8EEC-41A6-BE78-D3C11A7423A6.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - 5E161C9A-C57C-4D50-9937-37098FBC07F0.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - 878C6E68-3E58-41CA-A34C-86F0988973A0.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - 4B0FA260-9042-46AE-94EE-3EAD35A4E1F.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - A60E6EE8-393D-47A1-9464-1F270598C5D6.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
UPLOAD	Uploaded a picture - C8F9579E-598C-4592-B1F0-730FD81036D6.jpeg on 07/20/2022 at 3:36 PM by Alexandra Nash
RESULTSTEP	Resulted the step Property Inspection to Failed on 07/20/2022 at 3:34 PM by Alexandra Nash
EDIT	Changed the status of step Property Inspection from Step Blocked to Pending Request on 07/20/2022 at 3:34 PM by Alexandra Nash
RESULTSTEP	Resulted the step Verify Parcel Location and Information to Approve on 07/20/2022 at 3:33 PM by Alexandra Nash
ADD	Added to case the following info fields: Owner's Name: Nelly Mae Estate Clay C/O Betty Clay, Owner's Current Address: 210 West Gillispie Street, Parcel Number: 102B-00-321.00, Parcel Address: 210 West Gillispie Street, Copy of Oktibbeha Record: 2669 on 07/20/2022 at 3:33 PM by Alexandra Nash
ADD	Added to case the following info fields: Owner's Name: Nelly Mae Estate Clay C/O Betty Clay, Owner's Current Address: 210 West Gillispie Street, Parcel Number: 102B-00-321.00, Parcel Address: , Copy of Oktibbeha Record: 2669 on 07/20/2022 at 3:33 PM by Alexandra Nash
ADD	Added to case the following info fields: Copy of Oktibbeha Record: infofield 48032 99811 1658349101335 Tax Info.PNG on 07/20/2022 at 3:32 PM by Alexandra Nash

July 21, 2022

ADD

Quick added inspection schedule #22-000440 - Inspect after Notice for step Inspect after Notice
on 07/21/2022 at 9:48 AM by [Alexandra Nash](#)

RESULTSTEP

Resulted the step Inspect after Notice to Schedule
on 07/21/2022 at 9:48 AM by [Alexandra Nash](#)

RESULTSTEP

Resulted the step Notice of Violation Letter to Issue Document for Nellie May Estate Clay
on 07/21/2022 at 9:46 AM by [Alexandra Nash](#)

August 16, 2022

RESULTSTEP

Resulted the step Inspect after Notice to Failed
on 08/16/2022 at 4:22 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - 3EB5811E-C543-4235-96A1-5BC1F03A1086.jpeg
on 08/16/2022 at 4:21 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - DE0D923C-649D-4DAF-AB5E-180C4AA8F689.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - 350A48F0-7F72-4AEB-9D62-904F113B1686.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - A2AD0D09-97CD-4C25-B2B9-8039D68608E.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - 90E19FDA-1F2A-47C4-87C0-9AAE4DC0F7AB.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - DEDC90DD-BAC0-4234-8B80-66F7625169BA.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - BEA5FD25-C9AD-4252-B4EA-0024F02227DF.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - 1783FB84-10FD-416D-A7BD-9CBB2DA69FAC.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - 860AC6E0-E9A9-47E5-94EE-73A20AB468C0.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - 03E94073-7EED-4648-9C0B-4F4133F7C891.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - 60FE0B46-B96D-4E09-BF59-2D132D084283.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - 01B96333-B960-4F96-BF34-BEF35915B097.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - 52EE2920-2F40-45D5-8F06-D9D85094F4BD.jpeg
on 08/16/2022 at 4:20 PM by [Alexandra Nash](#)

September 03, 2022

UPLOAD

Uploaded a picture - FED10068-AB9F-4A7E-AD73-388F4E257A73.jpeg
on 09/03/2022 at 10:15 AM by Alexandra Nash

UPLOAD

Uploaded a picture - 1B8A1D44-718F-4652-B84B-3961EB265C33.jpeg
on 09/03/2022 at 10:15 AM by Alexandra Nash

UPLOAD

Uploaded a picture - 89E774D7-FBE4-4B64-B6CD-C92F1F9B411F.jpeg
on 09/03/2022 at 10:15 AM by Alexandra Nash

UPLOAD

Uploaded a picture - 2CAAEA9F-DB7B-4DB8-961D-E49E1D64264A.jpeg
on 09/03/2022 at 10:15 AM by Alexandra Nash

UPLOAD

Uploaded a picture - 830FB60C-1799-43B2-9D0E-329110F74721.jpeg
on 09/03/2022 at 10:15 AM by Alexandra Nash

September 02, 2022

UPLOAD

Uploaded a picture - ECE3168E-4CEF-4D60-8E9F-35B928C1AE7E.jpeg
on 09/02/2022 at 11:17 AM by Alexandra Nash

UPLOAD

Uploaded a picture - 1401B4F3-0D5F-494D-B8CB-AB134163D3A8.jpeg
on 09/02/2022 at 11:17 AM by Alexandra Nash

UPLOAD

Uploaded a picture - D4BA7342-E0E0-4B3F-5D93-8608A6325A39.jpeg
on 09/02/2022 at 11:17 AM by Alexandra Nash

UPLOAD

Uploaded a picture - AD0709E8-A564-4BAA-830B-8D22589EFC97.jpeg
on 09/02/2022 at 11:17 AM by Alexandra Nash

UPLOAD

Uploaded a picture - 6231C47F-75BD-4E26-B451-1856F12E2D30.jpeg
on 09/02/2022 at 11:17 AM by Alexandra Nash

UPLOAD

Uploaded a picture - 00B53353-621F-46C8-A221-192FEFD8A3F8.jpeg
on 09/02/2022 at 11:17 AM by Alexandra Nash

September 01, 2022

RESULT STEP

Resulted the step US Mail - Dilapidated Structure Notice to Issue Document for Nellie May Estate Clay
on 09/01/2022 at 9:30 AM by Sarah Perez

EDIT

Activated the step US Mail - Dilapidated Structure Notice
on 09/01/2022 at 9:29 AM by Sarah Perez

RESULT STEP

Resulted the step Inspect after Notice to Failed
on 09/01/2022 at 9:29 AM by Sarah Perez



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

AGENDA ITEM DEPT.: Police Department
AGENDA DATE: Sept.20th, 2022
PAGE: Page 1of 13

SUBJECT:

Consideration of calling for a Public Hearing under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 112 Fellowship with the parcel number 101D-00-040.00 is a menace to the public health, safety, and welfare of the community.

SUMMARY:

Property is owned by Will L. Allen Etux
112 Fellowship St. Starkville, MS 39759

1. An initial inspection performed by Code Enforcement Officer Sarah Perez, was done on Tuesday, 04/26/2022.
2. Family members of Mr. and Mrs. Allen were notified that the property needed to be cleaned up.
3. A second inspection performed by Code Enforcement Officer Sarah Perez, was done on Wednesday, 7/13/2022. Property was still in violation with no apparent change.
4. On Saturday, 9/3/2022, Officer Sarah Perez and Officer Alexandra Nash inspected the property for a third time. Officer Sarah Perez and Officer Alexandra Nash took updated photographs and notated still no change to the property.

This property has been deemed dilapidated due to being subject to a structure fire on Wednesday, 06/02/2021, at approximately 0450 hours. There has been no change in the cleanliness of the property since the structure fire occurred leaving debris and hazardous materials.

REQUESTING

DEPARTMENT: Police-Code Enforcement

DIRECTOR'S

AUTHORIZATION: Chief Mark Ballard

FOR MORE INFORMATION CONTACT:

Officer Sarah Perez and Officer Alexandra Nash at 662-323-4847

SUGGESTED MOTION:

Move approval of initiating a public hearing, under Miss. Code Ann. § 21-19-11 to determine whether the structures located at 112 Fellowship with the parcel number 101D-00-040.00 is a menace to the public health, safety, and welfare of the community.

112 Fellowship St Starkville, MS 39759 Parcel number 101D-00-040.00 Oktibbeha County, MS property tax information.

																																																																							
Oktibbeha County, MS	<table><tr><td>PPIN:</td><td>132</td></tr><tr><td>PARCEL_ID:</td><td>101D-00-040.00</td></tr><tr><td>OWNERNAME:</td><td>ALLEN WILL L ETUX</td></tr><tr><td>ADDRESS1:</td><td>112 FELLOWSHIP</td></tr><tr><td>ADDRESS2:</td><td></td></tr><tr><td>CITY:</td><td>STARKVILLE</td></tr><tr><td>STATE:</td><td>MS</td></tr><tr><td>ZIP:</td><td>39759</td></tr><tr><td>SECTION:</td><td>02</td></tr><tr><td>TOWNSHIP:</td><td>18N</td></tr><tr><td>RANGE:</td><td>14E</td></tr><tr><td>LEGAL1:</td><td>LOT 3-A CITY BLK 65</td></tr><tr><td>LEGAL2:</td><td></td></tr><tr><td>LEGAL3:</td><td></td></tr><tr><td>TAX_DIST:</td><td>5110</td></tr><tr><td>REGION:</td><td>BB</td></tr><tr><td>CULT_AC1:</td><td>0</td></tr><tr><td>CULT_AC2:</td><td>0</td></tr><tr><td>UNCULT_AC1:</td><td>0</td></tr><tr><td>UNCULT_AC2:</td><td>0</td></tr><tr><td>TOTAL_AC:</td><td>0</td></tr><tr><td>CULT_VAL1:</td><td>38000</td></tr><tr><td>CULT_VAL2:</td><td>0</td></tr><tr><td>UNCUL_VAL1:</td><td>0</td></tr><tr><td>UNCUL_VAL2:</td><td>0</td></tr><tr><td>LAND_VAL:</td><td>38000</td></tr><tr><td>IMP_VAL1:</td><td>30350</td></tr><tr><td>IMP_VAL2:</td><td>0</td></tr><tr><td>TOTALVALUE:</td><td>68350</td></tr><tr><td>EXEMPT_COD:</td><td>0</td></tr><tr><td>HOMESTEAD:</td><td>3</td></tr><tr><td>DEED_BOOK:</td><td></td></tr><tr><td>DEED_PAGE:</td><td></td></tr><tr><td>DEED_DATE:</td><td></td></tr><tr><td>SITUS_ADDR:</td><td>112 FELLOWSHIP</td></tr></table>	PPIN:	132	PARCEL_ID:	101D-00-040.00	OWNERNAME:	ALLEN WILL L ETUX	ADDRESS1:	112 FELLOWSHIP	ADDRESS2:		CITY:	STARKVILLE	STATE:	MS	ZIP:	39759	SECTION:	02	TOWNSHIP:	18N	RANGE:	14E	LEGAL1:	LOT 3-A CITY BLK 65	LEGAL2:		LEGAL3:		TAX_DIST:	5110	REGION:	BB	CULT_AC1:	0	CULT_AC2:	0	UNCULT_AC1:	0	UNCULT_AC2:	0	TOTAL_AC:	0	CULT_VAL1:	38000	CULT_VAL2:	0	UNCUL_VAL1:	0	UNCUL_VAL2:	0	LAND_VAL:	38000	IMP_VAL1:	30350	IMP_VAL2:	0	TOTALVALUE:	68350	EXEMPT_COD:	0	HOMESTEAD:	3	DEED_BOOK:		DEED_PAGE:		DEED_DATE:		SITUS_ADDR:	112 FELLOWSHIP
PPIN:	132																																																																						
PARCEL_ID:	101D-00-040.00																																																																						
OWNERNAME:	ALLEN WILL L ETUX																																																																						
ADDRESS1:	112 FELLOWSHIP																																																																						
ADDRESS2:																																																																							
CITY:	STARKVILLE																																																																						
STATE:	MS																																																																						
ZIP:	39759																																																																						
SECTION:	02																																																																						
TOWNSHIP:	18N																																																																						
RANGE:	14E																																																																						
LEGAL1:	LOT 3-A CITY BLK 65																																																																						
LEGAL2:																																																																							
LEGAL3:																																																																							
TAX_DIST:	5110																																																																						
REGION:	BB																																																																						
CULT_AC1:	0																																																																						
CULT_AC2:	0																																																																						
UNCULT_AC1:	0																																																																						
UNCULT_AC2:	0																																																																						
TOTAL_AC:	0																																																																						
CULT_VAL1:	38000																																																																						
CULT_VAL2:	0																																																																						
UNCUL_VAL1:	0																																																																						
UNCUL_VAL2:	0																																																																						
LAND_VAL:	38000																																																																						
IMP_VAL1:	30350																																																																						
IMP_VAL2:	0																																																																						
TOTALVALUE:	68350																																																																						
EXEMPT_COD:	0																																																																						
HOMESTEAD:	3																																																																						
DEED_BOOK:																																																																							
DEED_PAGE:																																																																							
DEED_DATE:																																																																							
SITUS_ADDR:	112 FELLOWSHIP																																																																						
 Oktibbeha County Tax Assessor/Collector Allen Morgan 101 E. Main Street Ste. 103 39759 Starkville, MS 662-323-1273 Fax: 662-338-1066																																																																							

2014 2070
Recorded in the Above
Mortgage Book & Page
02-07-2014 02:13:15 PM
Monica W. Banks
Oktibbeha County, MS

When Recorded Return To:
JPMorgan Chase Bank, N.A.
C/O Nationwide Title Clearing,
Inc. 2100 Alt. 19 North
Palm Harbor, FL 34683

Document Prepared By:
E.Lance/NTC, 2100 Alt. 19
North, Palm Harbor, FL
34683 (800)346-9152

AUTHORIZATION TO CANCELLATION

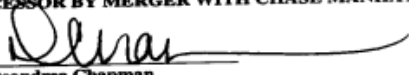
Loan No 0000625671

TO THE CHANCERY CLERK OF OKTIBBEHA COUNTY, Mississippi:
You are hereby authorized and requested to enter satisfaction of and cancel of record certain Mortgage/Deed of Trust executed by WILL L. ALLEN AND WILLIE MAE C. ALLEN to FARMERS HOME ADMINISTRATION dated 11/29/1978 and recorded in Book 560, at Page 1, Document # , of the Records of Deeds in the office of the Chancery Clerk of OKTIBBEHA County, Mississippi.

LOT 3-A OF BLOCK 65 OF THE CITY OF STARKVILLE, MISSISSIPPI, AS SHOWN ON THE ARTHUR L. GOODMAN 1951 OFFICIAL MAP OF SAID CITY, RECORDED IN THE LAND RECORDS OF SAID COUNTY IN A BOOK ENTITLED "OFFICIAL MAP CITY OF STARKVILLE, MISSISSIPPI" REFERENCE TO WHICH FOR FURTHER DESCRIPTION IS HERE MADE.

Property is commonly known as: LOT 3-A, BLOCK 65, STARKVILLE, MS 39759.

Dated on 1/30/2014 (MM/DD/YYYY)
DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE F/K/A BANKERS TRUST COMPANY NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CO-TRUSTEE FOR THE RURAL HOUSING TRUST 1987-01, by JPMORGAN CHASE BANK, N.A. SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION, its Attorney-in-Fact

By: 
Deandrea Chapman
VICE PRESIDENT



STATE OF LOUISIANA
PARISH OF OUACHITA

On 1/30/14 (MM/DD/YYYY), before me appeared Deandrea Chapman, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, N.A. SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, SUCCESSOR BY MERGER WITH CHASE MANHATTAN MORTGAGE CORPORATION as Attorney-in-Fact for DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE F/K/A BANKERS TRUST COMPANY NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CO-TRUSTEE FOR THE RURAL HOUSING TRUST 1987-01 and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).


Bridget A. Chunn
Notary Public - State of LOUISIANA
Commission expires: LIFETIME

BRIDGET A. CHUNN
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID # 64479

CHAS6 22877334 - PRIME DDO6058519 T2814013913 [C-1] SPOMSI



D0005126670



Oktibbeha County, MS
I certify this instrument was filed on
02-07-2014 02:13:15 PM
and recorded in Mortgage Book
2014 at pages 2070 - 2070
Monica W. Banks

Section 16. ENVIRONMENTAL

16.1. Nuisance. A nuisance shall be a condition or situation that results in an interference with the use and enjoyment of public and private property. To protect the health, safety, and welfare of the public, maintaining, using, placing, depositing, leaving, or permitting of any item or action classified as a nuisance shall not be permitted.

16.1.1. General Nuisance. Nuisance shall include but not be limited to:

- A. Accumulation of noxious weeds and other rank vegetation.
- B. Accumulations of rubbish, trash, refuse, junk and other abandoned materials, metals, lumber or other things.
- C. Any condition which provides harborage for rats, mice, snakes and other vermin.
- D. Any building or other structure which is in such a dilapidated condition that it is unfit for human habitation, or kept in such an unsanitary condition that it is a menace to the health of people residing in the vicinity thereof, or presents a more than ordinarily dangerous fire hazard in the vicinity where it is located.
- E. All unauthorized noises and vibrations, including animal noises.
- F. All obnoxious odors and stenches, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stenches.
- G. The carcasses of animals or fowl not disposed of within a reasonable time after death.
- H. The pollution of any public well or cistern, stream, lake, canal or body of water by sewage, dead animals, creamery or industrial wastes or other substances.
- I. Any building, structure or other place or location where any activity which is in violation of local, state or federal law is conducted, performed or maintained.
- J. Any accumulation of stagnant water permitted or maintained on any lot or piece of ground.
- K. The creation of dense smoke, noxious fumes, gas, soot, or cinders in unreasonable quantities.

16.1.2. Nuisance Prohibited. It shall be unlawful for any person to cause, permit, maintain or allow the creation or maintenance of a nuisance.

16.1.3. Nuisance Violation. Whenever a nuisance is found to exist, the Code Enforcement Officer shall follow the process and procedures for issuance of a code violation as stated in Section 3.19.

16.1.4. Penalty for Nuisance Violation. Any person violating any provision of this ordinance shall upon a guilty plea or conviction be guilty of a misdemeanor and shall be fined in accordance with the penalty fee section or an amount as otherwise determined by the court, for each offense.

16.1.5. Abatement by the City. Upon the failure of the person upon whom an order of abatement has been issued by the court to abate the nuisance, the Code Enforcement Officer shall proceed to abate such nuisance and shall keep records of costs incurred to the City to correct the nuisance. Any and all costs incurred by the City in the abatement of a nuisance under the provisions of this article shall constitute a lien against the property upon which such nuisance existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording, and shall bear interest at the legal rate thereafter until satisfied.

STARKVILLE POLICE DEPT

from 06/02/2021

thru 06/02/2021 10:57

Calls For Service

Call # 21-019843
Date/Time 06/02/2021 04:50:13
Type FIRE
How Rcvd 911
Sent To Dispatch 06/02/2021 04:50:52
Dispatcher MULLEN, T
Disposition REPORT
Zone 2

Location Address

206 FELLOWSHIP ST
 STARKVILLE, MS 39759

Caller Information

Name	Phone	Call From Address	Contact?	Employer / Work Phone
E911			N	

Officer Information

Badge - Name	Dispatched	Arrived	Cleared	De-Assign	Case Number
JONES, C	04:50:56	04:53:24	05:43:13		
WOODS,	04:50:59	04:53:37	05:27:56		
CHILDS, A	04:51:03	04:53:37	05:27:59		
MCCLENDON,	04:55:51	04:58:41	05:03:09		
GREGORY,	05:37:17	05:40:26	07:00:32		
NASON, H	05:43:20	05:46:05	07:00:32		

Notes

6/2/2021 4:50:52 AM WALKER, T STRUCTURE ON FIRE // UNK IF OCCUPIED // MAY BE ABANDONED



City of Starkville

101 E. Lampkin St.
Starkville, MS 39759
Phone: (662) 323-4847

Dilapidated Structure Notice

Will L Etux Allen
112 Fellowship
Starkville, MS 39759

Case No. 22-000419
Issued: September 01, 2022

VIOLATION LOCATION

112 Fellowship,
Starkville, MS 39759

LEGAL DESCRIPTION

Lot 3-a City Blk 65
Parcel ID #101d-00-040.00

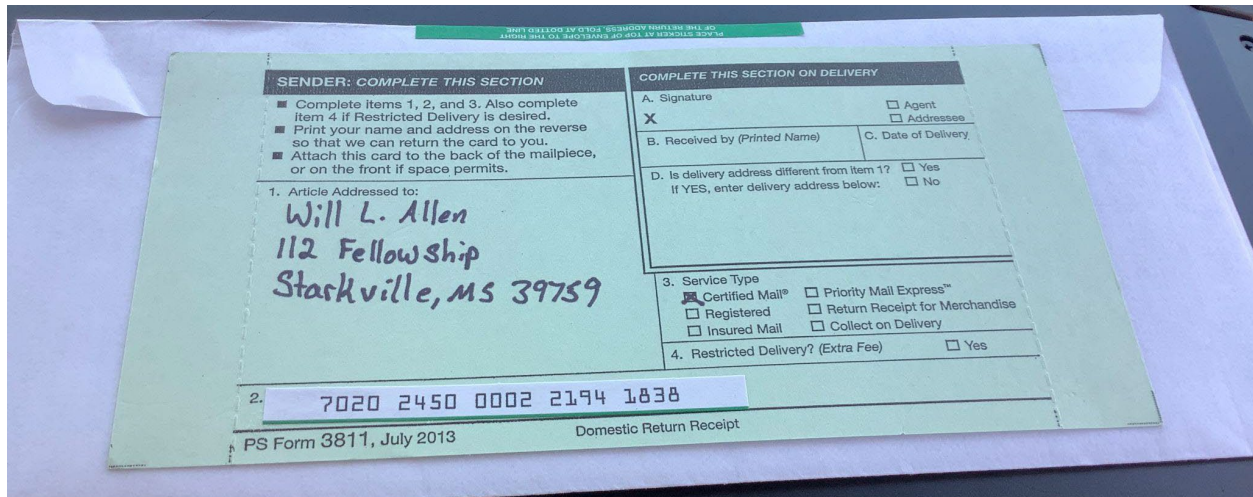
Please take notice that, pursuant to Mississippi Code Ann. § 21-19-11, a public hearing shall occur on - before the Starkville Board of Aldermen at Starkville City Hall Municipal Court Room for the purpose of determining whether the property referenced above is in such a state of uncleanness as to be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

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

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

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

Certified Mail sent on Friday, September 2, 2022 through the United States Post Service with the stamp date September 2, 2022. Tracking number: 70202450000221941836. Letter was addressed to Allen Will L ETUX. The letter was returned with no known forwarding address.



The photo below was taken on 4/26/2022. This is the date of the first inspection of the property.



The 4 photos below were taken on 09/03/2022. This is the date of the third inspection.







Below are 3 screen shots of the update lists on MyGov for the progress in this case.

September 03, 2022	
UPLOAD	Uploaded a picture - AB502092-5DA4-448C-A488-80F8FD71F581.jpeg on 09/03/2022 at 10:44 AM by Alexandra Nash
UPLOAD	Uploaded a picture - 20E3C4F8-7830-4572-80CB-B565165540DC.jpeg on 09/03/2022 at 10:44 AM by Alexandra Nash
UPLOAD	Uploaded a picture - 034A7B0D-611E-49A7-B3CD-BC0B7FBF831E.jpeg on 09/03/2022 at 10:44 AM by Alexandra Nash
UPLOAD	Uploaded a picture - 578D11BE-8A20-44C8-8068-A969D3C101B1.jpeg on 09/03/2022 at 10:44 AM by Alexandra Nash
June 17, 2022	
RESULT\$STEP	Resulted the step Inspect after Notice to Pending Request on 06/17/2022 at 6:00 AM
June 07, 2022	
RESULT\$STEP	Resulted the step Print Notice of Violation Letter to Issue Document for Will L Etux Allen on 06/07/2022 at 8:19 AM by Sarah Perez
RESULT\$STEP	Resulted the step Inspect After Verbal Notice to Failed on 06/07/2022 at 8:19 AM by Sarah Perez
RESULT\$STEP	Resulted the step Inspect Initial - Environmental to Failed on 06/07/2022 at 8:18 AM by Sarah Perez
RESULT\$STEP	Resulted the step Verify Location to Approve on 06/07/2022 at 8:18 AM by Sarah Perez
June 06, 2022	
PROMOTE	Promoted to case 22-000379 on 06/06/2022 at 6:34 PM by Sarah Perez
CREATE	Created violation: Environmental - 16 on 06/06/2022 at 6:34 PM by Sarah Perez
RESULT\$STEP	Resulted the step Request to Auto-Accepted on 06/06/2022 at 6:34 PM by Sarah Perez
CREATE	Created case on 06/06/2022 at 6:34 PM by Sarah Perez

EDIT	Changed the status for document Notice of Violation - Starkville to Revoked on 07/13/2022 at 2:08 PM by Alexandra Nash
RESULTSTEP	Resulted the step Notice of Violation Letter to Issue Document for Will L Etux Allen on 07/13/2022 at 1:58 PM by Alexandra Nash
RESULTSTEP	Resulted the step Notice of Violation Letter to Issue Document for Will L Etux Allen on 07/13/2022 at 1:57 PM by Alexandra Nash
EDIT	Activated the step Notice of Violation Letter on 07/13/2022 at 1:53 PM by Lyle McCaskey
RESULTSTEP	Resulted the step Building Official Review to Approve on 07/13/2022 at 1:53 PM by Lyle McCaskey
RESULTSTEP	Resulted the step Property Inspection to Failed on 07/13/2022 at 1:52 PM by Alexandra Nash
EDIT	Changed the status of step Property Inspection from Step Blocked to Pending Request on 07/13/2022 at 1:50 PM by Alexandra Nash
RESULTSTEP	Resulted the step Verify Parcel Location and Information to Approve on 07/13/2022 at 1:50 PM by Alexandra Nash
ADD	Added to case the following info fields: Owner's Name: Allen Will L etux, Owner's Current Address: 112 Fellowship, Parcel Number: 101D-00-040.00, Parcel Address: 112 Fellowship, Copy of Oktbbeh Record: 2655 on 07/13/2022 at 1:49 PM by Alexandra Nash
SAVE	Saved all info fields on 07/13/2022 at 1:47 PM by Alexandra Nash
PROMOTE	Promoted to case 22-000419 on 07/13/2022 at 1:46 PM by Alexandra Nash
CREATE	Created violation: Dilapidated Structures - MCA Sec. 21-19-11 on 07/13/2022 at 1:46 PM by Alexandra Nash
EDIT	Changed the status of step Verify Parcel Location and Information from Step Blocked to In Review on 07/13/2022 at 1:46 PM by Alexandra Nash
RESULTSTEP	Resulted the step Request to Auto-Accepted on 07/13/2022 at 1:46 PM by Alexandra Nash
CREATE	Created case on 07/13/2022 at 1:46 PM by Alexandra Nash

September 02, 2022

UPLOAD

Uploaded a picture - 93409F64-9895-499D-9F7F-A9B6990E0BF0.jpeg
on 09/02/2022 at 11:24 AM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - FAB49721-9609-4C59-8D84-FD8C7CE2EBDA.jpeg
on 09/02/2022 at 11:24 AM by [Alexandra Nash](#)

UPLOAD

Uploaded a picture - E89AD9F9-2F5D-4B64-9C8E-3EAAF1780B68.jpeg
on 09/02/2022 at 11:24 AM by [Alexandra Nash](#)

September 01, 2022

RESULT\$STEP

Resulted the step US Mail - Dilapidated Structure Notice to Issue Document for Will L Etux Allen
on 09/01/2022 at 9:25 AM by [Sarah Perez](#)

EDIT

Activated the step US Mail - Dilapidated Structure Notice
on 09/01/2022 at 9:15 AM by [Sarah Perez](#)

RESULT\$STEP

Resulted the step Inspect after Notice to Failed
on 09/01/2022 at 9:15 AM by [Sarah Perez](#)

RESULT\$STEP

Resulted the step Inspect after Notice to Failed
on 09/01/2022 at 9:15 AM by [Sarah Perez](#)

July 14, 2022

EDIT

Edited Project Managers
on 07/14/2022 at 7:18 PM by [Lyle McCaskey](#)

ADD

Quick added inspection schedule #22-000419 - Inspect after Notice for step Inspect after Notice
on 07/14/2022 at 4:40 PM by [Lyle McCaskey](#)

RESULT\$STEP

Resulted the step Inspect after Notice to Schedule
on 07/14/2022 at 4:40 PM by [Lyle McCaskey](#)



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

AGENDA ITEM NO:
AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Request approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division.

AMOUNT & SOURCE OF FUNDING: 2023 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

See the attached proposal from DIC, which is a member owned division of TVPPA and handles all insurance for the Electric Division of Starkville Utilities. Since SUD is a member of DIC, we are projected to receive a \$22,087 payment as a portion of the redistribution of operational funds after the policy is approved.

SUGGESTED MOTION:

Move approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division.



Insurance | Risk Management | Consulting



DISTRIBUTORS
INSURANCE

Starkville Utilities

200 N. Lafayette Street
Starkville, MS 39759

October 1, 2022-23

Proposal of Insurance presented by:
Arthur J. Gallagher Risk Management Services, Inc.
1050 Crown Pointe Parkway, Suite 600
Atlanta, GA 30338



DISTRIBUTORS
INSURANCE

September 13, 2022

Mr. Edward Kemp
Mr. David Wise
Starkville Utilities
200 N. Lafayette Street
Starkville, MS 39759

RE: Starkville Utilities
October 1, 2022-23 Insurance Proposal

Dear Edward and David:

Enclosed is the TVPPA/Distributors Insurance Program proposal for the renewal referenced above. All coverages for which we have provided a quotation are outlined in the enclosed summary. Please review and feel free to contact me with any questions or comments.

The Tennessee Department of Commerce & Insurance has approved the DIC Board's decision to return to its insureds a portion of its operating funds. Following receipt of the 2022-23 binding order, DIC will issue a payment to Starkville Utilities in the amount of \$22,087.

We would be happy to discuss this in more detail, and look forward to a positive response to this proposal and working with you during the next year. Please complete the attached Acceptance/Rejection form and return it to me at your earliest opportunity. Thank you for the opportunity to be of service.

Sincerely,

Ruth Zimmerman
Account Executive

Enclosures

cc Doug Peters
Tony Salvatore

Table of Contents

A. Executive Summary..... 1

B. Client Authorization to Bind..... 2

C. Coverage Highlights..... 4

- Workers’ Compensation
- General Liability
- Auto Liability & Physical Damage
- Property
- Equipment Breakdown
- Crime
- Cyber and Privacy Protection

D. Claim Reporting Information..... 16

E. Safety and Loss Control Services..... 17

F. DIC Program Manager..... 18

G. Disclosures..... 19

H. Bindable Quotation & Compensation Disclosure Schedule..... 22

I. Appendix..... 23

A. Executive Summary

Arthur J. Gallagher Risk Management Services (AJG) is pleased to present this TVPPA/Distributors Insurance Program proposal for Starkville Utilities' October 1, 2022-23 property-casualty insurance coverages. We appreciate the confidence you have displayed in this Program, in which the majority of the TVPPA Members participate, and look forward to the opportunity to be of service. The following pages summarize premiums for the upcoming policy year.

Please check the appropriate boxes, accepting or rejecting the insurance coverages offered through the TVPPA/Distributors Insurance Program, and return prior to the coverage effective date to:

Ruth_Zimmerman@ajg.com

Thank you for your business and your assistance.

Named Insured: Starkville Utilities

Omnibus Wording

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Scope of Responsibility

Gallagher is responsible for the placement of the following lines of coverage:

- Workers' Compensation
- Property
- Commercial Crime
- General Liability
- Equipment Breakdown
- Cyber and Privacy Protection
- Auto Liability & Physical Damage

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Marketplace Review

We approached the carriers listed in the following pages in an effort to provide the most comprehensive and cost effective insurance program.

B. Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated September 12, 2022, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

Starkville Utilities

October 1, 2022-23

Coverage	Insurer	Limit of Liability	Annual Premium	Accept	Reject
Workers' Compensation <i>Includes Terrorism Coverage</i>	DIC	Statutory	\$42,336		
General Liability <i>Optional Terrorism Coverage</i>	Chubb	\$2,000,000	\$56,332		
			\$1,681		
Auto Liability <i>Includes Terrorism Coverage</i>	Chubb	\$2,000,000	\$31,762		
Physical Damage		Actual Cash Value	\$6,849		
Property <i>Optional Terrorism Coverage</i>	Affiliated FM	\$37,000,000	\$44,113		
			\$1,300		
Equipment Breakdown <i>Includes Terrorism Coverage</i>	Hartford Steam Boiler	\$34,320,000	\$37,643		
Commercial Crime	Travelers	\$100,000	\$1,410		
Cyber and Privacy Protection (Includes a Policy Fee of \$700) <i>Includes Terrorism Coverage</i>	Lloyd's ¹	\$1,000,000	\$13,085		
TOTAL			\$236,511		

Signature

Date

It is understood this proposal provides only a summary of the details; the policies will contain the actual coverages.

Exposures and Values: We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

¹ Lloyd's of London is a non-admitted or surplus lines insurer. Non-admitted or surplus lines insurers are not subject to the state guaranty or insolvency funds, nor have their policy forms been reviewed by the State Insurance Departments. Further, we are required to collect and remit to the state 4% surplus lines tax, 3% hurricane fee, and a .25% stamping fee, which are included with the premiums above.

Other Coverage Considerations:

☐ Yes ☐ No Flood – National Flood Insurance Program

Confirmation of Coverage: Upon receiving your order to bind coverage, AJG will provide confirmation of coverage, indicating that coverage is in place until policy issuance. It is our intention to deliver policies within 60 days of inception. Since we are unable to backdate coverages, we must receive your renewal order prior to the expiration of your current policies to avoid potential gaps in coverage.

Premiums: Premium payment is due to AJG within 20 days of policy inception, regardless of whether policies have been issued. The insurers in the TVPPA/Distributors Insurance Program will be incurring expenses and paying claims on your behalf, beginning on your inception date. If we do not receive your full premium payment within 20 days of policy inception, your coverage will be subject to 10-day Notice of Cancellation from insurance companies; we have no control over the insurers in this regard. The failure of one insured to pay premiums promptly jeopardizes not only the coverage of that insured, but also the ongoing viability of the entire program. The cyber liability premium is 30% earned at policy inception. All other premiums are 25% earned at policy inception.

Disclaimer: This proposal is merely a descriptive summary of coverage provided by the insurance companies proposed and should be used for reference purposes only. This is a quotation of coverage only. This proposal does not amend or alter the insurance contracts.

The workers' compensation and general liability coverages have been quoted by Distributors Insurance Company (DIC), a Tennessee-domiciled captive insurance subsidiary of the Tennessee Valley Public Power Association (TVPPA). AJG's Security Committee has not approved DIC. The committee's function is to review the financial security of insurers with which we place insurance for a client. DIC is not rated by A.M. Best & Company, and has policyholders' surplus of approximately \$28 million as of December 31, 2021. We are providing this information so you can make an informed judgment about placement of this insurance. If you wish to bind coverage with DIC, subject to the foregoing conditions, please so indicate by signing the enclosed acceptance form and returning it to us. A detailed statement of DIC's financial position is available if you wish to examine it.

Lloyd's of London has quoted the cyber and privacy protection coverages. Lloyd's of London is a non-admitted or surplus lines insurers. Non-admitted or surplus lines insurers are not subject to the state guaranty or insolvency funds, nor have their policy forms been reviewed by the State Insurance Departments.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

Signature

Date

Print Name and Title

Company

C. Coverage Highlights

Workers' Compensation

Starkville Utilities

October 1, 2022-23

Coverage & Limits of Liability:

Coverage A – Workers' Compensation – Pays the statutory benefits prescribed by each state's Workers' Compensation and Occupational Disease law for injuries to employees arising out of and in the course of their employment.

Coverage B – Employer's Liability – Affords defense and pays any judgments in instances where suit may be brought at common law by an employee or his dependents for work-related injury or disease, up to the following limits:

\$2,000,000	Bodily Injury by Accident – Each Accident
\$2,000,000	Bodily Injury by Disease – Policy Limit
\$2,000,000	Bodily Injury by Disease – Each Employee

Premium Basis:

Premium is based on the following estimated payrolls and is subject to audit after policy expiration:

State	Code	Classification	Estimated Payroll	Premium Rate
MS	8810	Clerical	\$728,460	\$0.30
	7539	Electric Municipal	\$1,293,385	\$2.08

Experience Modification:

1.31

Safety incentive award payments by DIC since 2015: \$29,970.

Coverage Extensions:

- Broad Form All States
- Voluntary Compensation
- Longshore and Harbor Workers' Compensation Act Coverage Endorsement
- Notice of Cancellation – 60 days, except 10 days for non-payment of premium.
- Corporate Officers Included

Exclusions include, but are not limited to:

- Bodily Injury Intentionally Caused by Insured
- Federal Employers' Liability Act
- Assumptions under Contract

Safe Power Provider (SP2):

SP2 is TVPPA's program to encourage their members to demonstrate basic proficiency in safety management and improvement. Utilities that successfully meet the guidelines of the SP2 program receive great value in enhanced safety awareness and may receive a credit on their workers' compensation premium when insured through the TVPPA/DIC Program.

Policy Issuance:

Workers' Compensation policies will be issued using the latest available rates, experience modification factor, premium discount factor, etc. at the time of issuance. The premium shown on the policy will be the premium payable; any variation from the original premium billed and collected will be adjusted within 30 days of policy issuance. Workers' Compensation policies are subject to audit after policy expiration.

Insurer:

Federal Insurance Company (Chubb)
(Best's Rating: A++ XV)

General Liability

Starkville Utilities

October 1, 2022-23

Limits of Liability:

Occurrence Based (Defense Costs are in addition to the limits of liability):

\$2,000,000	Each Occurrence
\$4,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$2,000,000	Personal Injury & Advertising Aggregate
\$2,000,000	Damage to Premises Rented to You
\$5,000	Medical Payments
\$2,000,000	Employee Benefits Errors & Omissions Aggregate – Claims-Made Coverage

The EBL coverage is claims-made and contains the following restrictions and claims reporting requirements:

- Retroactive Date: July 1, 2014
- Definition of claim: refer to Appendix
- Incident or Claim Reporting Provision: refer to Appendix
- Continuity Date or specific dates/limits applicable to the claims made conditions: refer to Appendix

Premium Basis (non-auditable):

State	Code	Classification	Estimated Payroll
MS	92445	Electric Municipal	\$1,293,385

Major Exclusions:

- Asbestos, Silica, or Mixed Dust
- Biological Agents (e.g. bacteria, mildew, mold, or other fungi)
- Cyber Protection Related Claims
- Employment Related Practices
- Information Distribution Laws (CAN-SPAM Act, TCPA, etc.) – Violation of Ordinance relating to communicating, distribution, publication, sending or transmitting of content, information or material
- Nuclear Energy Liability
- Pollution
- Professional Liability
- Radioactive Matter
- Terrorism (unless coverage is purchased)

Insurer:

Federal Insurance Company (Chubb)
(Best's Rating: A++ XV)

Auto Liability & Physical Damage

Starkville Utilities

October 1, 2022-23

Coverage:

Coverage	Symbol *	Limit of Insurance	Deductible
Liability Insurance			
Bodily Injury & Property Damage	1	\$2,000,000	N/A
Medical Payments	2	\$2,000	
Uninsured/Underinsured Motorist	2	\$300,000	
Physical Damage			
Comprehensive & Collision	7, 8	Actual Cash Value or Cost of Repair, whichever is less, subject to a \$100,000 per occurrence maximum for comprehensive coverage	\$1,000

* See attached Description of Symbols

Premium Basis:

Coverage	# of Power Units *
Liability	24
Comprehensive	24
Collision	24

* See enclosed auto schedule

Exclusions include, but are not limited to:

- Excluded Drivers
- Expected or Intended Injury
- Workers' Compensation
- Employer's Liability
- Property Damage to Property Owned or Transported by you
- Pollution

Note:

1. The policy is composite rated, which eliminates the need to endorse vehicle changes to the policy. However, you should notify us when making any additions or deletions to the auto schedule.
2. Chubb may check motor vehicle records (MVRs) on a random selection of your drivers annually. Any driver's MVR that does not meet Chubb's underwriting guidelines, may be subject to exclusion under Chubb's policy. In addition, Chubb may require a driver to take a defensive driving course in order to maintain coverage. A copy of Chubb's underwriting guidelines is available upon request.

Insurer:

Federal Insurance Company (Chubb)
(Best's Rating: A++ XV)

*** Description of Covered Auto Symbols**

Symbol	Description
1	Any auto.
2	Owned Autos Only. Only those autos you own (and for liability coverage, any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only. Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only. Only those autos you own that are not of the private passenger type (and for liability coverage, any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault. Only those autos you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins, provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned Autos Subject to a Compulsory Uninsured Motorist Law. Only those autos you own that, because of the law in the state where they are licensed or principally garaged, are required to have and cannot reject uninsured motorist coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorist requirement.
7	Specifically Described Autos. Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for liability coverage, any trailers you don't own while attached to any power units described in Item Three).
8	Hired Autos Only. Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	Non-owned Autos Only. Only those autos you do not own, lease, hire, or borrow that are used in connection with your business. This includes autos owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

Property

Starkville Utilities

October 1, 2022-23

Blanket Property Limit:

Policy Limit	Agreed Amount	Coinsurance %
\$37,000,000	Yes	N/A

Reported Values (see attached Schedule):

\$6,820,000	Real & Personal Property
\$27,500,000	Substations
\$1,308,516	Inland Marine
\$64,756	EDP Equipment
\$979,570	Catastrophic Auto Physical Damage
\$36,672,842	Total Insured Value

Sublimits:

\$979,570	Catastrophic Auto Physical Damage
\$2,500,000	Per Occurrence & Annual Aggregate – Earth Movement
\$2,500,000	Per Occurrence & Annual Aggregate – Flood; <i>except</i>
\$1,000,000	Per Occurrence & Annual Aggregate – High Hazard Flood Prone Property located at: • Substation, 417 Industrial Park Road, Starkville, MS, 39759
\$2,500,000	Newly Acquired Property
\$1,000,000	Unnamed Locations (limited to \$50,000 for Flood & Earth Movement)
\$1,000,000	Errors & Omissions (limited to \$50,000 for Flood & Earth Movement)
\$500,000	Extra Expense
\$500,000	Transit
\$500,000	Accounts Receivable
\$500,000	Valuable Papers & Records (limited to \$10,000 per item for irreplaceable items)
\$500,000	Data Restoration – Annual Aggregate
\$250,000	Expediting Expense
\$250,000	Fine Arts (limited to \$10,000 per item for irreplaceable items)
\$100,000	Professional Fees
\$100,000	Deferred Payment
\$100,000	Arson or Theft Award
\$100,000	Money and Securities
\$100,000	Locks and Keys
\$100,000	Tenants Legal Liability and Expense
\$100,000	Soft Costs
\$50,000	Land and Water Clean Up Expense – Annual Aggregate
\$1,000	Communicable Disease – Annual Aggregate

Perils: Special Form

Note: Additional flood limits may be available for an additional premium.

Deductibles:

- \$10,000 Per Occurrence, *except*
- \$25,000 Data Restoration – 48 hour waiting period applies
- \$100,000 Per Occurrence – Catastrophic Auto Physical Damage
- \$50,000 Per Occurrence – Earthquake
- \$50,000 Per Occurrence – Flood, *except*
- \$100,000 Per Location for FEMA-designated 500 year flood zone locations *and*
- \$500,000 Per Location for FEMA-designated 100 year flood zone locations (**high hazard**) at:
 - Substation, 417 Industrial Park Road, Starkville, MS, 39759

Primary flood insurance coverage may be obtained for Real & Personal Property (excluding substations) through the National Flood Insurance Program (NFIP); please let us know if you would like us to obtain an NFIP quote for any locations in a 100 or 500 year flood plain – which would “buy down” the deductible included under the Affiliated FM property policy.

Major Exclusions:

- Transmission and distribution systems, including poles, pole mounted transformers, towers and fixtures, overhead conductors and devices, underground or underwater conduit, underground or underwater conductors and devices, line transformers, service meters, street lighting and signal systems.
- Equipment Breakdown
- Business Interruption (except Extra Expense)
- Builders Risk Fast Track – loss or damage to the interior portion of buildings under construction from rain, sleet or snow when the installation of the roof, walls or windows of such buildings has not been completed
- Data Service Provider property damage
- Dishonest Acts
- Hostile or Warlike action
- Indirect or Remote Loss
- Ingress/Egress
- Loss of Use/Loss of Market
- Nuclear Reaction or Radiation
- Pollution, except as a result of direct physical loss or damage
- Off Premise Power Failure
- Research & Development
- Unexplained Loss, Mysterious Disappearance, or Inventory Shortage
- Loss due to Settling, Cracking, Shrinkage, Bulging or Expansion
- Loss or damage to personal property in the open from rain, sleet, snow, sand, or dust
- Insect, animal or vermin damage



Special Conditions:

1. **Valuation:** Repair or Replacement Cost, whichever is less. Catastrophic Auto Physical Damage on Actual Cash Value basis. Replacement Cost for older transformers is contingent on participation in Hartford Steam Boiler's (HSB) transformer oil & gas analysis (TOGA) program. The cost of this program is included in HSB's proposed premium. TOGA is designed to identify transformer problems and prevent unexpected equipment failure. As an alternative, if you use another credible vendor for transformer oil and gas testing, HSB will review the vendor's reports and make recommendations for your consideration. **If you decline to participate in the HSB TOGA program (or another program acceptable to HSB), transformers over 30 years of age and not rewound will be covered on an Actual Cash Value basis; the maximum depreciation will be 50% for transformers.**
2. **High Hazard Flood Prone Property:** Includes any property situated in:
 - a. Any flood zone or area designated by the Federal Emergency Management Agency (FEMA) as subject to a flood frequency up to and including the 100 year frequency, or
 - b. Any flood zone or area for which FEMA has not yet determined the flood hazard frequency or has not yet classified or designated as being in or out of a flood zone, or any area outside the United States, or
 - c. Any flood zone or area protected by dams, levees, dikes, or walls that:
 - i. do not protect such areas from at least the level of the 100 year flood, or
 - ii. have openings or flood gates, or
 - iii. were not built by the Army Corps of Engineers, or
 - iv. are not maintained or inspected by the Army Corps of Engineers.
3. **Policy Changes:** If any addition or deletion to the property schedule during the policy year generates an additional or return premium of \$500 or more, an endorsement will be issued. If the transaction generates less than \$500 additional or return premium, an endorsement will not be issued.

Notice of Cancellation:

60 days, except 10 days for non-payment of premium

Insurer:

Affiliated FM Insurance Company
(Best's Rating: A+ XV)



Gallagher



Equipment Breakdown

Starkville Utilities

October 1, 2022-23

Limit of Liability:

\$34,320,000 (Including Water Damage)
(See attached statement of values)

Sublimits:

\$250,000	Hazardous Substances
\$250,000	Perishable Goods (includes Ammonia Contamination)
\$500,000	Expediting Expenses
\$100,000	Extra Expense
\$100,000	Data Restoration
\$100,000	Ordinance or Law
\$100,000	Demolition

Substation Valuation:

Replacement Cost – coverage for older transformers is contingent on participation in Hartford Steam Boiler's transformer oil & gas analysis (TOGA) program. The cost of this program is included in the proposed premium. TOGA is designed to identify transformer problems and prevent unexpected equipment failure. As an alternative, if you use another credible vendor for transformer oil and gas testing, HSB will review the vendor's reports and make recommendations for your consideration. **If you decline to participate in the TOGA program (or another program acceptable to HSB) transformers over 30 years of age and not rewound will be covered on an Actual Cash Value basis; the maximum depreciation will be 50% for transformers 30 years or older.**

HSB's TOGA toll free phone number: 800-386-2675

Deductibles:

Direct Coverages	\$5,000, <i>except</i>
Extra Expense	\$10,000
Transformers	150% of the damaged transformer's average KVA capacity, expressed in a dollar amount (e.g. 20,000 KVA = \$30,000 deductible), subject to \$25,000 minimum, except 150% of the damaged transformer's average KVA capacity, expressed in dollar amount, subject to \$100,000 minimum for transformers that are over 50 years old and larger than 50 MVA capacity.

Equipment Breakdown inspections and servicing, including electrical and chemical testing of transformers over 5,000 KVA and safety inspections to satisfy all state and municipal code and ordinance requirements, performed by the Hartford Steam Boiler Inspection and Insurance Company (HSB).

Major Exclusions:

- Business Income
- Off Premises Property Damage
- Service Interruption
- Filter Media
- Rotating Biological Contactors
- Water Tanks

Notice of Cancellation:

60 days, except 10 days for non-payment of premium.

Insurer:

Hartford Steam Boiler Inspection and Insurance Company
(Best's Rating: A++ X)

Crime

Starkville Utilities

October 1, 2022-23

Coverage Description:

Coverage for dishonesty, disappearance, or destruction of receipt and revenue, including cash, under each of the following agreements:

Form Type: Discovery (refer to Appendix)

Coverage	Per Loss Limit of Liability	Per Loss Retention
Employee Dishonesty	\$100,000	\$5,000
Forgery or Alteration		
Theft, Disappearance, and Destruction of Money & Securities		
Robbery and Safe Burglary of Property Other Than Money & Securities		
Money Orders and Counterfeit Money		
Funds Transfer Fraud		
Personal Accounts Forgery or Alteration		
Computer Fraud		
Fraudulent Manipulation of Electronic Documentation (Social Engineering Fraud)		
Telecommunication Fraud		
Computer Program & Electronic Data Restoration Expense	\$100,000	\$1,000
Claim Expense	\$50,000	NIL
Identity Fraud Expense Reimbursement	\$25,000	NIL

Coverage Extensions:

- Designated Collection Agents – Employee Dishonesty only
- Notice of Cancellation – 60 days, except 10 days for non-payment of premium
- Definition of “Employee” amended to comply with ERISA
- Officers, Directors, and Trustees covered as employees
- Amended Consolidation – Mergers
- Amended Cancellation as to any employee

Major Exclusion: Inventory Shortages

Note:

1. 3 year policy with annual billing
2. The Travelers crime insurance policy extends coverage to officers, directors and trustees as if they were employees of the utility; consequently, there is no need to list individuals, either by name or by position, on the policy. An exception may occur if someone is required by law to be individually bonded; if one of your employees, officers, directors or trustees is required by law to be individually bonded, then that individual is excluded from coverage under the Travelers crime insurance policy.
3. Some states have enacted legislation (in some cases, many years ago) requiring utility boards to designate a secretary and treasurer for the board, and to set the amount of the bond that the secretary and treasurer must carry individually. We cannot give you legal advice as to what each state's law requires, so you may want to discuss this with your attorney. If such legislation applies, you may designate a bond amount, and then ask us to procure a bond in that amount on behalf of the individual(s) serving as secretary and treasurer. Alternatively, you may have a legal argument for your board to designate the required bond amount as zero, which would eliminate the need for individual bonding. If no individual bond is legally required, then the Travelers crime insurance policy would respond, subject to policy conditions and exclusions, in the event of a claim against your board secretary and/or treasurer.

Insurer:

Travelers Casualty & Surety Company
(Best's Rating: A++ XV)

Cyber and Privacy Protection – Claims-Made

Starkville Utilities

October 1, 2022-23

Coverage	Limits of Liability
Cyber Incident Response - Incident Response Costs - Legal & Regulatory Costs - IT Security & Forensic Costs - Crisis Communication Costs - Privacy Breach Management Costs - Third Party Privacy Breach Management Costs	\$1,000,000 Per Claim
Network Security & Privacy Liability - Network Security Liability - Privacy Liability - Management Liability - Regulatory Fines - PCI Fines, Penalties & Assessments Media Liability - Defamation - Intellectual Property Rights Infringement	\$1,000,000 Aggregate
Court Attendance Costs	\$100,000 Aggregate
System Damage & Business Interruption - System Damage & Rectification Costs - Income Loss & Extra Expense - Consequential Reputational Harm - Dependent Business Interruption - Hardware Replacement Costs	\$1,000,000 Per Claim
System Damage & Business Interruption Additional Extra Expense	\$100,000 Per Claim
Cyber Crime – Extortion	\$1,000,000 Per Claim
Cyber Crime - Funds Transfer Fraud - Theft of Escrow Funds - Theft of Personal Funds - Corporate Identity Theft - Telephone Hacking - Unauthorized Use of Computer Resources	\$250,000 Per Claim
Push Payment Fraud (Social Engineering Fraud)	\$50,000 Per Claim
Claim Preparation Costs	\$25,000 Per Claim

Limits of Liability and Deductibles include costs and expenses.



Gallagher



Deductibles:

- \$20,000 Each Claim, *except*
- \$0 Incident Response Costs and Court Attendance Costs
- 8 Hour Waiting Period applies to Business Interruption Claims

Major Exclusions:

- Antitrust
- Associated Companies
- Betterment
- Bodily Injury or Property Damage
- Chargebacks
- Core Internet Infrastructure Failure
- Management Liability
- Nuclear
- Product IP Infringement
- Professional Liability
- Property & Hardware Costs (*except* loss due to an cyber event)
- Regular Hours Staff Costs
- Uninsurable Fines
- Unsolicited Communications
- War
- Willful or Dishonest Acts by Senior Executive Officers

The policy is claims-made and contains the following restrictions and claims reporting requirements:

- Retroactive Date: N/A
- Definition of claim: refer to Appendix
- Incident or Claim Reporting Provision: refer to Appendix
- Continuity Date or specific dates/limits applicable to the claims made conditions: October 1, 2019

Extended Reporting Period:

12 months at 100% of annual premium

Toll Free 24 Hour Data/Privacy Breach Hotline: 844-677-4155

Subject To:

Completed, signed and dated application (enclosed).

Satisfactory confirmation that Starkville Utilities has downloaded & registered CFC incident response mobile application (details included).

Premium Breakdown	
Annual Premium	\$11,500.00
Policy Fee	\$700.00
4% Surplus Lines Tax	\$488.00
3% Windstorm Fee	\$366.00
.25% Stamping Fee	\$30.50
TOTAL	\$13,084.50

Minimum Earned Premium:

30%

Insurer:

Lloyd's of London¹
(Best's Rating: A XV)

¹ Lloyd's of London is a non-admitted or surplus lines insurer. Non-admitted or surplus lines insurers are not subject to the state guaranty or insolvency funds, nor have their policy forms been reviewed by the State Insurance Departments.

D. Claim Reporting Information

Immediately report all applicable claims as follows:

Report Workers' Compensation claims by email to claims@bwood.com

Send all medical bills and correspondence to:

Ruth Cromer	Telephone: 800-524-0604 x. 397
Brentwood Services Administrators, Inc.	
P.O. Box 1125	Email: ruth.cromer@bwood.com
Brentwood, TN 37024-1125	
Back-up Adjuster: Candy Eurton	Email: candy.eurton@bwood.com

Report General Liability and Auto claims by email to claims@bwood.com

(include utility name/TVPPA in the subject line).

John Balzaine	Telephone: 800-524-0604 x. 736 or
Brentwood Services Administrators, Inc.	615-263-1736
P.O. Box 1125	Email: john.balzaine@bwood.com
Brentwood, TN 37024-1125	
Back-up Adjuster: Mark Sparks	Email: mark.sparks@bwood.com
	Telephone: 615-263-1300

Report Cyber Liability/Data Breach claims (24 Hours) to:

CFC Underwriting	Telephone: 844-677-4155
	Email: cyberclaims@cfcunderwriting.com

Report claims other than Workers' Compensation, General Liability, Auto, and Cyber Liability by email to:

Gallagher Claims Center	Email: seclaims@ajg.com
Arthur J. Gallagher Risk Management Services	
235 Highlandia Drive, Suite 200	Telephone: 855-497-0578
Baton Rouge, LA 70810	

Toll Free 24 Hour Emergency Response Hotlines:

Data/Privacy Breach	
CFC Underwriting / Lloyd's of London	Telephone: 844-677-4155



E. Safety & Loss Control Services

By contract with TVPPA, DIC has independent consultants providing safety, loss prevention, and loss control services if your utility is insured for Workers' Compensation through this program. DIC's safety consultants make periodic visits to your locations, offer suggestions and recommendations as appropriate, and perform follow-up activities as needed. The findings of these efforts are reinforced by ongoing service, consisting of follow-up surveys and consultations for fixed facilities and job site visits, and may include:

- Evaluation of hazard control measures taken by local management.
- Guidance to line management on loss control techniques.
- Review of various segments of loss control program that need strengthening.
- Evaluation of environmental conditions that contribute to accidents and/or occupational diseases.

In addition, DIC can support your utility's safety efforts by providing training in specialized areas of loss control, such as:

- Back injury control
- Hazardous chemicals (handling and waste disposal)
- Managing the troubled employee
- Chemical substance abuse
- Working at elevations
- Right-of-way clearing
- Heavy equipment operation safety
- Hazards management for line supervisors and managers

DIC insureds utilizing these safety training services are charged a discounted fee.

Representatives of Affiliated FM Insurance Company provide property hazard control and loss prevention services. Representatives of the Hartford Steam Boiler Inspection & Insurance Company conduct equipment breakdown inspections and transformer tests.

DIC Insureds may attend TVPPA Education and Training programs at a discounted registration fee.

Shared Cost Safety Incentive Program

If your utility is insured for workers' compensation through the Program, you may participate in our unique and successful Shared Cost Safety Incentive Plan. This program has been in place since 1994, with insureds making incentive award payments to their employees totaling over \$8.2 million, of which \$4.6 million was reimbursed by DIC.

The Safety Incentive Award Program is offered in six month intervals (January 1 – June 30 and July 1 – December 31). To qualify for the award, your utility must be insured through this program for Workers' Compensation insurance for the six-month period, and your utility must have no indemnity claims incurred (paid or reserved) during the six month period, based on loss runs valued three months after the end of the award period.

DIC will match your utility's payment up to \$50 per employee for each qualifying six-month period. DIC will increase its award payment in \$10 increments if the six-month period represents your utility's second, third, fourth, fifth, or sixth consecutive successful award period, up to \$100 per employee. You will receive an enrollment memo and form prior to the enrollment period describing the program in further detail.

F. DIC's Program Manager

Arthur J. Gallagher Risk Management Services provides insurance broking services and overall management and administration of the Program. In the event of questions regarding the Program, please contact:

Dana Barney, Client Service Manager

Email: Dana_Barney@ajg.com
Office: 678-393-5210
Mobile: 404-966-8271

Arthur J. Gallagher Risk Management Services

Address: 1050 Crown Pointe Parkway, Suite 600
Atlanta, GA 30338
Phone: 678-393-5200

Jennifer Dempsey, Client Service Manager

Email: Jennifer_Dempsey@ajg.com
Office: 678-393-5256
Mobile: 678-389-1367

Tony Salvatore, Program Manager

Email: Tony_Salvatore@ajg.com
Office: 678-393-5294
Mobile: 770-883-8300

Becky Duncan, Client Service Manager

Email: Becky_Duncan@ajg.com
Office: 678-393-5217
Mobile: 770-378-0364

Ruth Zimmerman, Account Executive

Email: Ruth_Zimmerman@ajg.com
Office: 678-393-5204
Mobile: 404-713-7035

Eunice Pou, Client Service Associate

Email: Eunice_Pou@ajg.com
Office: 678-393-5206
Mobile: 407-401-0659

Crystal Wojno, Client Service Associate

Email: Crystal_Wojno@ajg.com
Office: 678-393-5244
Mobile: 770-893-7957

- **Anthony J. Salvatore**, Area Senior Vice President, has been the TVPPA/Distributors Insurance Program Manager since 1983. Prior to joining Arthur J. Gallagher in 2015, Tony was with Wells Fargo Insurance Services from 1999 to 2015. Tony previously managed the Association Program Department of Willis Corroon-Atlanta, and also worked in the Chicago and Atlanta offices of Marsh & McLennan. He has an MBA in Finance from New York University and a BA in Economics from LeMoyne College, and has earned the Chartered Property-Casualty Underwriter (CPCU) and Associate in Risk Management (ARM) designations.
- **Ruth A. Zimmerman**, Area Senior Vice President, is the Account Executive for the Distributor-Members participating in the TVPPA/Distributors Insurance Program. Prior to joining Arthur J. Gallagher in 2015, Ruth was with Wells Fargo Insurance Services from 2002 to 2015, and has over 30 years of Property-Casualty experience on both the insurance company and brokerage sides of the commercial insurance industry. She attended Georgia State University.

G. Disclosures

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Actuarial Loss Disclaimer – if applicable

Gallagher does not provide actuarial services or actuarial estimates of rate levels or rate methodology. In the event that we provide suggestions regarding the establishment of rates, premiums, or retention/deductible amounts, that advice is based solely on various insurance industry standards and does not constitute an actuarial evaluation or opinion. We recommend that you contract with a certified actuary for a more precise evaluation and recommendation for rates and overall rating methodology.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING	ADMITTED / NON-ADMITTED
Affiliated FM Insurance Company	A+ XV	Admitted
Federal Insurance Company (Chubb)	A++ XV	Admitted
Hartford Steam Boiler Inspection & Insurance Company	A++ X	Admitted
Travelers Casualty & Surety Company	A++ XV	Admitted
Underwriters at Lloyd's of London	A XV	Non-Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

Best's Credit Ratings™ reproduced herein appear under license from A.M. Best and do not constitute, either expressly or impliedly, an endorsement of Gallagher's service or its recommendations. A.M. Best is not responsible for transcription errors made in presenting Best's Credit Ratings™. Best's Credit Ratings™ are proprietary and may not be reproduced or distributed without the express written permission of A.M. Best.

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the insurer which may change.

H. Bindable Quotations & Compensation Disclosure Schedule

Coverage	Insurer	Wholesaler, MGA or Intermediary*	Estimated Annual Premium	Gallagher Net Comm.%	Gallagher U.S. Owned Wholesaler, MGA or Intermediary
Workers' Compensation	Chubb		\$42,336	4%	N/A
General Liability	Chubb		\$56,332	4%**	N/A
Auto Liability & Physical Damage	Chubb		\$38,611	4%	N/A
Property	Affiliated FM		\$44,113	17.5%**	N/A
Equipment Breakdown	Hartford Steam Boiler		\$37,643	18%	N/A
Commercial Crime	Travelers		\$1,410	20%	N/A
Cyber & Privacy Protection	Lloyd's	CFC	\$11,500	20%***	No

* Sole access to this insurer is through an intermediary/wholesale broker.

** The same net commission percentage applies to the additional premium for terrorism coverage, if purchased.

*** The commission rate is a percentage of annual premium excluding taxes and fees.

I. Appendix

Summary of Coverage Highlights and Claims-Made Policy Provisions



Claims-Made Policies

A note about “Claims-Made” policies*

Some of the quotes provided in this proposal may be offered on a Claims-Made or a Claims-Made & Reported Basis. A brief description of Claims-Made and Claims-Made & Reported forms is included below:

Claims-Made

1. Under a **claims-made** form, the policy that is in effect at the time that a claim is made against you is the policy that will respond to that claim, regardless of when the wrongful act occurred (subject to any retroactive date). This differs from an **occurrence** form, which responds to claims resulting from accidents, incidents or injuries occurring while the policy was in effect, regardless of when a claim for damages is brought.
2. If your policy has a **retroactive date**, the wrongful act must have occurred after the retroactive date in order for the policy to respond to a claim.

You may have the right to purchase an extended reporting period (ERP) endorsement if the policy is cancelled or not renewed. This endorsement will provide a period of time to continue to report claims that arise resulting from wrongful acts that occurred after any retroactive date and before the end of your policy period. The ERP (often called “tail” coverage) must be requested within a specific time frame and the additional premium, which typically is required before the tail period begins, is fully earned.

Claims-Made and Reported

A type of claims-made policy in which a claim must be both made against the insured and reported to the insurer during the policy period for coverage to apply.

**Source: IRMI Glossary of Insurance and Risk Management Terms.*

Workers' Compensation Coverage Highlights

- **Broad Form All States** – Provides automatic coverage in states other than those where the insured currently operates should the Insured become subject to the laws of other states.
- **Voluntary Compensation** – Extends coverage to any employees or loaned employees not subject to the laws of other states.
- **Longshore & Harbor Workers' Compensation Act Coverage Endorsement** – Provides coverage for employees who might fall under the provisions of the Act.
- **Notice of Cancellation** – 60 days, except 10 days for non-payment of premium.

General Liability Coverage Highlights

The General Liability policy is the heart of our service program. In it, the company agrees to defend claims and pay damages on behalf of the insured as respects legal liability for Bodily Injury, Property Damage, or Personal Injury sustained by others arising out of its general business activities, including damages caused by defective products sold or work performed.

Coverage for voltage irregularity claims resulting in Property Damage will be paid only if it is proven that damage resulted from the insured's negligence or a distributor-caused improper connection or loose neutral.

Coverage for sewer backup claims resulting in Property Damage will be paid only if that damage resulted from the insured's negligence.

Coverage Includes:

- **Denial of Service Liability** – Covers liability for denial of service due to non-payment of account or other wrongful termination of utility service. Warning procedures must have been properly executed and documented. Non-accidental loss and losses due to poor operation of business are excluded.
- **Failure to Supply Service** – Must result from sudden and accidental injury to tangible property owned or used by an Insured to supply electricity, gas, oil, steam, water or any other form of energy.
- **Fellow Employee Coverage** – Extended coverage to include suits brought by one employee against another.
- **Personal Injury, Including Discrimination** – Includes mental injury, shock, humiliation, discrimination, and other civil rights violations, false arrest, detention or imprisonment, malicious prosecution, wrongful entry or eviction or other invasion of the right of private occupancy, and a publication or utterance of a slanderous or libelous nature or in violation of privacy.
- **Employee Benefits** – Protects against liability due to negligent acts, errors or omissions in the administration of any employee benefits program up to a limit of \$2,000,000, subject to a \$1,000 deductible. Claims made coverage.
- **Extended Bodily Injury** – Includes any intentional act by or at the direction of the insured, which results in bodily injury, if such injury arises solely from the use of reasonable force for the purpose of protecting persons or property.
- **Non-Owned Watercraft Liability** – Covers liability arising out of the operation of non-owned watercraft, provided no persons or property are carried for a charge.
- **Stray Voltage/Electro-Magnetic Fields**
- **Blanket XCU** – Covers property damage arising out of explosion, collapse and underground hazards.
- **Additional Persons Insured** – Extends coverage to any employee while acting within the scope of his duties.
- **Amended Named Insured** – Extends coverage to apply to related entities or governmental bodies that might be legally responsible for the operation of the insured.
- **Damage to Premises Rented to You** – Affords liability protection for negligently caused fire damage to structures, or portions thereof, rented or leased, up to a limit of \$2,000,000.
- **Automatic Coverage** – Covers newly acquired or newly formed entities for 90 days.
- **Medical Payments** – Pays up to \$5,000 per person for medical expenses incurred due to accidental injury without legal liability thereof.
- **Additional Insured – Designated Person or Organization** – Blanket where required under written contract.
- **Additional Insured – Lessor of Leased Equipment** – Automatic status when required in lease agreement with you.
- **Host Liquor Liability** – Covers liability arising out of the giving or serving of alcohol at functions incidental to business.
- **Incidental Malpractice** – Provides coverage for the insured for injury arising out of the rendering or failure to render medical services, treatment, or supplies, as long as such service is incidental to business.
- **Worldwide Coverage** – Coverage applies to claims arising out of the activities of any insured permanently domiciled in the United States who is temporarily outside the United States, its territories or possessions, or Canada, provided the original suit is brought within the United States.
- **Notice of Cancellation** – 60 days, except 10 days for non-payment of premium.
- **RUS Endorsement** – Will be attached if required by the RUS.

Auto Liability & Physical Damage Coverage Highlights

- **Liability** – The insurer will defend claims and pay damages on behalf of the insured as respects legal liability for bodily injury or property damage sustained by others arising out of the operation, maintenance, or use of owned, non-owned, and hired motor vehicles.
- **Personal Injury Protection** – Pays statutory limit per insured for medical expenses incurred due to accidental injury and without regard to legal liability in states where applicable.
- **Medical Payments** – Pays for medical expenses for an insured that sustains bodily injury caused by an auto accident, without regard to fault. Coverage applies for passengers/family members while occupying an insured auto.
- **Uninsured/Underinsured Motorists** – Affords coverage for bodily injury and property damage caused by the negligence of an uninsured/underinsured or hit-and-run vehicle.
- **Comprehensive** – Pays for direct and accidental loss or damage to insured vehicles except by collision or overturn.
- **Collision** – Pays for direct and accidental loss of or damage to insured Company vehicles caused by collision with another object or overturn.
- **Employees as Additional Insureds for Non-Owned Auto** – Extends coverage to employees for owned and non-owned autos, while acting in the scope of their employment.
- **Worldwide Hired and Non-Owned Auto** – Extends the policy territory to apply on a worldwide basis for claims arising in the United States.
- **Fellow Employee Coverage** – Extends coverage to employees acting in the scope of their employment, for claims or suits brought against them by a fellow employee.
- **Amended Named Insured Endorsement** – Extends coverage to any related entities or governmental bodies that might be legally responsible for the operation of vehicles.
- **Notice of Cancellation** – 60 days, except 10 days for non-payment of premium.
- **Drive Other Car Coverage** – Included upon request.
- **Rental Reimbursement** – \$25,000 coverage for expenses incurred for the rental of an auto because of an insured loss to an owned auto. Included only if the damaged unit is insured for comprehensive and/or collision insurance – whichever is applicable to the specific loss.
- **Hired Car Physical Damage** – Actual cash value subject to \$1,000 comprehensive deductible and \$1,000 collision deductible per claim.

Cyber and Privacy Protection Coverage Highlights

Lloyd's of London – CFC Underwriting

- **Cyber Event** means any actual or suspected unauthorized system access, electronic attack or privacy breach, including denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or Ransomware) or computer virus.
- **Privacy Breach** means an actual or suspected unauthorized disclosure of information arising out of an electronic attack, accidental disclosure or the deliberate actions of a rogue employee. It does not mean a situation where information is deliberately shared with or sold to a third party with the knowledge and consent of a senior executive officer.
- **Media Content** means any content created or disseminated by you or on your behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio. It does not include any tangible product design, industrial design, architectural or building services, any advertisement created by you for a third party, business/company/product or trading name, product packaging or labeling, or software products.

Claims-Made Policies

Definition of a Claim

Claims-Made Policies	Definition of Claim (from current policy forms)
Cyber Liability (CFC Underwriting form)	"Claim" means: a. a written demand for compensation; b. a written request for a retraction or a correction; c. a threat or initiation of a lawsuit; or d. a disciplinary action or regulatory investigation made against you.

Claim / Extended Reporting Provisions

Claims-Made Policies	Extended Reporting Provisions from current policy forms
Cyber Liability (CFC Underwriting form)	An extended reporting period of 60 days following the expiry date will be automatically granted at no additional premium. This extended reporting period will cover: a. cyber events first discovered by you; b. claims first made against you; and c. circumstances that a senior executive officer became aware of; during the period of the policy and reported to us during this 60 day extended reporting period, subject to all other terms, conditions and exclusions of the policy. No claim will be accepted by us in this 60 day extended reporting period if you are entitled to indemnity under any other insurance, or would have been entitled to indemnity under such insurance but for its exhaustion.
Crime Policy	Discovery Provision It is agreed that: Solely with respect to the coverage shown above: 1. Section III. DEFINITIONS P. Discover, Discovered, or Discovery is replaced by the following: P. Discover, Discovered, or Discovery means the moment when any Corporate Official designated in the SCHEDULE below: 1. first become(s) aware of facts which would cause a reasonable person to assume that a loss of a type covered by this Crime Policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact details of loss may not then be known; or 2. first receive(s) notice of an actual or potential claim against the Insured alleging facts which if true would constitute a loss under this Crime Policy. Notwithstanding the use of the phrases, "Discovered by the Insured," and, "the Insured Discovers," throughout this Crime Policy, Discovery is limited to any Corporate Official designated in the SCHEDULE below and any such phrases will be read consistent with this limitation. 2. Section II. GENERAL AGREEMENTS A.2. is replaced by the following: A. JOINT INSURED: 2. If any Corporate Official designated in the SCHEDULE below has knowledge of any information relevant to this Crime Policy, that knowledge is considered knowledge of every Insured. SCHEDULE Corporate Official: CEO, CFO, RM, GM, HR Manager, or a functional equivalent thereof



DISTRIBUTORS
INSURANCE

Distributors Insurance Company at a glance

In 1980, leaders of the Tennessee Valley Public Power Association set out to assist members that had been experiencing affordability and availability problems with their property and casualty insurance programs. An Insurance Study Committee was organized to examine the feasibility of an association-owned insurance company designed for TVPPA members. The Committee's work culminated in the creation in 1983 of TVPPA's wholly-owned captive insurance subsidiary, Distributors Insurance Company (DIC).

Historically the key advantage to TVPPA members having their own insurance company – DIC – has been guaranteed availability. During past restrictive market cycles, such as 1985-1987, and 2001-2005, DIC stood by TVPPA members offering comprehensive coverages at competitive prices while the traditional insurance market "non-renewed" and abandoned the Valley's utilities.

DIC is flexible, and provides deductible programs, tailored coverage limits, special risk coverages and individual consulting services that other insurance companies often overlook or refuse to offer. The DIC program has the not-for-profit electric utility industry as its exclusive interest.

DIC has developed into a strong financial company. DIC is regulated by and directly accountable to the Tennessee Department of Commerce and Insurance for its operations, financial solvency and ability to pay claims. The nation's foremost actuarial consulting firm examines DIC's premium rating and loss reserving methods annually. A highly respected independent CPA firm conducts an annual financial audit of DIC based on GAAP accounting.

Daily company operations and service coordination are the contractual responsibility of a major U.S. insurance brokerage and management firm. The firm manages DIC claims handling activities, which are also monitored by a Claims Committee made up of managers from DIC insured utilities.

An active safety and loss control program was a key interest of DIC's pioneering leaders in the early 1980's and it remains a major thrust of DIC's service program today. Regular safety and loss control visits are scheduled at each DIC insured location. Electric, gas, water and wastewater operations are reviewed and appropriate safety methods are routinely presented to employees during these visits. In addition, DIC insureds may purchase tailored safety training services. Further, all DIC Workers' Compensation insureds are eligible to participate in our unique and extremely successful Shared Cost Safety Incentive program, which has returned over \$3.3 million to successful participants.

Since DIC's inception, the objectives that TVPPA leaders originally set as the cornerstone of the DIC program have remained the top priority. The DIC board and staff strive for high quality, consistency and economy in all services in order that the established tradition of quality insurance service will continue.

DIC insures and/or reinsures:

- Workers' Compensation
- General Liability
- Auto Liability and Physical Damage

Arthur J. Gallagher Risk Management Services (AJG), as Program Manager, places all other lines of business with commercial insurers.



Insurance | Risk Management | Consulting

Gallagher at a glance

Gallagher has been designing solutions to meet our clients' unique needs for more than 90 years. We pioneered many of the innovations in risk management used by businesses in all industries today. We believe that the best environment for learning and growing is one that remembers the past and invents the future. Gallagher has divisions specializing in retail insurance brokerage operations, benefits and HR consulting, wholesale distributions and third-party administrations and claims processing.

As one of the largest insurance brokers in the world, Gallagher has approximately 700 offices in 33 countries and provides client-service capabilities in more than 150 countries around the world through our network of partners. Wherever you are – we're nearby.



This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Insured Name Starkville Utilities
Mailing Street Address 200 N. Lafayette
Mailing City, State, Zip Starkville, Mississippi 39759

Policy Type	Policy Number	Effective Date	Underwriting Company
Liability	37115477	10/01/2022	Federal Insurance Company

CHUBB® IMPORTANT NOTICE TO POLICYHOLDER TERRORISM RISK INSURANCE ACT

You are hereby notified that pursuant to the Terrorism Risk Insurance Act (the “Act”) we are making available to you insurance for losses arising out of certain acts of terrorism. Terrorism is defined as any act certified by the Secretary of the Treasury of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

You should know that the insurance provided by your policy for losses caused by acts of terrorism is partially reimbursed by the United States of America under the formula set forth in the Act. Under this formula, the United States of America pays 85% of covered terrorism losses that exceed the statutorily established deductible to be paid by the insurance company providing the insurance. Beginning in 2016, the Federal Share will be reduced by 1% per year until it reaches 80%, where it will remain.

However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The portion of your annual premium that is attributable to insurance for such acts of terrorism is:

For Liability

See Premium Summary Page

Important Notice

Form 99-10-0730 (Rev.01-15)

Liability - Important Notice to Policyholder

Page 1 of 3

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Insured Name Starkville Utilities
Mailing Street Address 200 N. Lafayette
Mailing City, State, Zip Starkville, Mississippi 39759

Policy Type	Policy Number	Effective Date	Underwriting Company
Liability	37115477	10/01/2022	Federal Insurance Company

Under the Act, you have thirty (30) days from the date of this notice to consider whether or not you wish to maintain insurance for terrorism losses covered by the Act.

If you elect not to maintain this insurance, please so indicate by placing an “X” in the space provided on the next page, sign and return this disclosure notice to your agent or broker as soon as possible. By electing not to maintain this insurance, you agree that we may attach a terrorism exclusion or sublimits to your policy. If you do not sign and return this disclosure notice, you will be deemed to have decided to maintain this insurance, subject to the next paragraph.

If you elect to maintain this insurance, you must pay the premium disclosed above, otherwise we will avail ourselves of our normal remedies for nonpayment of premium, including cancellation of your policy in accordance with its terms

This Notice pertains to the following quotation issued by an insurer of the Chubb Group of Insurance Companies. If you have more than one Chubb policy, you will receive individual notice(s) for each policy to which the Terrorism Risk Insurance Act applies.

Insured Name Starkville Utilities
Mailing Street Address 200 N. Lafayette
Mailing City, State, Zip Starkville, Mississippi 39759

Policy Type	Policy Number	Effective Date	Underwriting Company
Liability	37115477	10/01/2022	Federal Insurance Company

Rejection of terrorism insurance:

☐ I hereby reject terrorism insurance and elect to have a terrorism exclusion, sublimit or other limitation included in my policy. I understand that I will have no, or limited, coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Name: _____

Policyholder/Applicant's Signature: _____

Date: _____

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

Insured Name: City of Starkville, Mississippi Electric Department Date: August 23, 2022
Account Number: 30406
Insurer Name: Affiliated FM Insurance Company

The Terrorism Risk Insurance Act of 2002, as amended and extended in 2005, 2007 and again in 2015, gives you the right as part of your property insurance program to elect or reject insurance coverage for locations within the United States or any territory or possession of the United States for losses arising out of acts of terrorism, as defined and certified in accordance with the provisions of the act.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES GOVERNMENT GENERALLY PAYS 85% (AND BEGINNING ON JANUARY 1, 2016, SHALL THEN DECREASE BY 1 PERCENTAGE POINT PER CALENDAR YEAR UNTIL EQUAL TO 80 PERCENT) OF COVERED TERRORISM LOSSES EXCEEDING A STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER REFERENCED ABOVE. **ALSO, THERE IS A \$100,000,000,000 CAP ON THE FEDERAL AND INSURER SHARE OF LIABILITY STATING THAT IF THE AGGREGATE INSURED LOSSES EXCEED \$100,000,000,000 DURING ANY CALENDAR YEAR, NEITHER THE UNITED STATES GOVERNMENT NOR ANY INSURER THAT HAS MET ITS INSURER DEDUCTIBLE SHALL MAKE PAYMENT OR BE LIABLE FOR ANY PORTION OF THE AMOUNT OF SUCH LOSSES THAT EXCEED \$100,000,000,000.** THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE: UNDER FEDERAL LAW, YOU HAVE THE RIGHT TO ACCEPT OR REJECT THIS OFFER OF COVERAGE FOR TERRORIST ACTS COVERED BY THE ACT AS PART OF YOUR PROPERTY INSURANCE PROGRAM. IF WE DO NOT RECEIVE THIS SIGNED DISCLOSURE FORM PRIOR TO THE POLICY EFFECTIVE DATE, THEN YOUR POLICY WILL REFLECT YOUR DECISION NOT TO PURCHASE THE TERRORISM COVERAGE PROVIDED BY THE ACT.

I elect to purchase coverage for terrorist acts covered by the act for an annual premium of
initials \$1,300 . This premium does not include applicable taxes or surcharges.

I elect not to purchase coverage for terrorist acts covered by the act.
initials

Policyholder/Applicant Signature Date

Policyholder/Applicant Name



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

AGENDA ITEM NO:
AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Request authorization to approve Anita Vandiver to serve as a contractor for Starkville Utilities in the Finance division.

AMOUNT & SOURCE OF FUNDING: 2022/23 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward C. Kemp 323-3133

With the departure of our Comptroller, it is recommended to hire Anita Vandiver as a private contractor to assist with finance duties, reports, and oversight until a full-time replacement can be hired and fully trained. Anita recently retired from TVA as a regulatory analyst and has extensive knowledge of the various reports required by TVA on a regular basis and is well versed in utility accounting. Ms. Vandiver will be assisting the current finance staff in the day-to-day work, all necessary duties and reports. Attached is a draft contract.

SUGGESTED MOTION:

Move approval to approve Anita Vandiver to serve as a contractor for Starkville Utilities in the Finance division.

CITY OF STARKVILLE
Starkville Utilities Department

CONTRACTOR AGREEMENT

THIS AGREEMENT between the CITY OF STARKVILLE, hereinafter referred to as "CITY" and Anita Vandiver, hereinafter referred to as the "CONTRACTOR", establishes that said Contractor is performing in the capacity of an independent contractor and not as an agent or employee of the City and agrees to provide services that include, but are not limited to consultation related to utilities operations of the City.

I. TERMS OF AGREEMENT

This Agreement takes effect on 9/1/2022 and ends on 3/1/2023, unless terminated sooner. This Agreement may be terminated immediately by the City for good cause. Good cause shall be based upon any violation by the Contractor of the terms of this Agreement, or policies and procedures of the City, or of the Starkville Utilities Department. The Contractor may also terminate the Agreement immediately for the City's violation of any terms of this Agreement. Either party may terminate this Agreement without cause upon 30-day written notice to the other party.

II. CONTRACTOR RESPONSIBILITIES

1. The Contractor, as an independent contractor, is responsible for payment of federal withholding tax and social security contributions. Furthermore, the Contractor shall not be entitled to any fringe benefits normally provided City employees such as worker's compensation, insurance coverage, unemployment compensation, retirement, disability leave, and any leave with pay.
2. If in the course of the duties, operations and services under this Agreement, the Contractor, or their agent, representative, employee or sub-contractor, becomes aware, or should become aware, of any dangerous condition(s) in or on the premises or equipment, Contractor, or their agent, representative, employee or sub-contractor, shall immediately take appropriate action and cease activities so as not to endanger persons or property.
3. Contractor shall provide all necessary supplies and equipment required to provide agreed upon services and shall keep all equipment in safe and good working condition.
4. Contractor, at his/her sole expense, shall procure and maintain all governmental licenses or permits required for the proper and lawful conduct of Contractor's business and activity carried on in the provided spaces. The Contractor shall make available, upon request, evidence satisfactory to City that all required licenses are in good standing. The Contractor shall be responsible for any fines resulting from his/her failure to comply with all licensing and

permit requirements. The revocation of any license shall be deemed a material default and may result in the termination of this Agreement.

5. Contractor hereby agrees to maintain a good credit rating with all suppliers, manufacturers and others as well as to compensate all personnel, if any, under the Contractor's employment in a timely manner so as not to discredit the reputation of the program, the City of Starkville and the City's Departments.
6. The Contractor further agrees to conduct himself/herself in such a manner as to reflect good relations for the City and the City's Departments.

III. COMPENSATION

The above stated Contractor shall receive seventy-five dollars (\$75.00) per hour for actual hours worked not to exceed thirty (30) hours per week. Payments will be made per an agreed upon payment schedule and will follow timelines established by the City.

IV. REIMBURSEMENT

The above stated Contractor shall be reimbursed for overnight lodging expenses as needed at a maximum value established by the State of Mississippi's per diem schedule. Contractor will be reimbursed for vehicle transportation to and from Starkville Utilities office at the standard mileage rate as published by the Internal Revenue Service. No other expenses incurred by the contractor such as cell phone, computer, office supplies, internet service, or other work-related expenses shall be reimbursed but will be considered subsidiary to the hourly rate.

V. INDEMNIFICATION AND RELEASE

Indemnification:

The Contractor 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, arising out of the Contractor's performance or nonperformance under this agreement. 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 Contractor, 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.

Release:

The Contractor 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 Contractor's performance under this agreement whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

VI. HARRASSMENT POLICY

The City prohibits any form of unlawful harassment, including harassment based on race/ethnicity, color, religion, sex, age, national origin, marital status, veteran status, sexual orientation, genetic information, political affiliation, disability which does not preclude the performance of the essential functions of the positions, with reasonable accommodation(s) provided as necessary, or any other form of unlawful discrimination in accordance with federal, state, or local law. Harassment is generally defined as conduct that creates an intimidating, hostile, or offensive environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities within the workplace. Examples of harassment, whether inadvertent, in jest, or otherwise, include but are not limited to the following:

- a. Verbal harassment, including abusive derogatory comments, demeaning jokes, or slurs;
- b. Physical harassment, including assault, physical interference with normal work or movement, etc.
- c. Visual harassment, including displays of derogatory or demeaning posters, cartoons, cards, graffiti, gestures, or drawings.

VII. SEXUAL HARASSMENT POLICY

The City expressly prohibits any form of sexual harassment. Sexual harassment is generally defined as conduct that creates an intimidating, hostile or offensive work environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities within the workplace.

Sexual harassment is further defined as:

- a. making unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature, a condition of an employee's continued employment, or;
- b. making submission to or rejections of such conduct the basis for employment decisions affecting the employee: or,
- c. creating an intimidating, hostile, or offensive working environment by such conduct.

Examples of improper conduct, whether inadvertent, in jest, or otherwise, include but are not limited to the following:

- a. Verbal harassment, including abusive derogatory comments, demeaning jokes, slurs, sexual advances, obscene messages, etc.

- b. Physical harassment, including assault, physical interference with normal work or movement, etc.
- c. Visual harassment, including displays of derogatory or demeaning posters, cards, cartoons, graffiti, gestures, drawings or sexually suggestive pictures, etc.

VIII. WORKPLACE VIOLENCE

It is the policy of the City to expressly prohibit any acts or threats of violence by any City employee, former employee or contractual employee against any other employee in or about City facilities or elsewhere at any time. The City also will not condone any acts or threats of violence against City employees, customers, or visitors on City premises at any time or while they are engaged in business with or on behalf of the City, on or off City premises.

IX. COMPLIANCE WITH LAWS

Contractor shall, at his/her/its expense, comply with all valid requirements of governmental authorities and all applicable present and future federal, state, and local laws, ordinance, rules, and regulations relating to the use of the provided spaces and/or requirements of providing program(s). Contractor will indemnify City against any penalty, damage or charge imposed for any violation by Contractor, its agents and employees, of such requirements.

The City will comply with all applicable laws, rules and regulations imposed upon it as the owner of the provided spaces.

This Agreement is contingent upon Contractor obtaining all certificates, licenses, permits, and other approvals that may be required by any federal, state, or local authority for the provision of the program(s). The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Contractor's responsibility.

X. GOVERNING LAW AND VENUE

This agreement shall be governed by Mississippi law and any legal action relating to this agreement shall be brought in the state courts of Oktibbeha County, Mississippi or the federal courts of the Northern District of Mississippi, Aberdeen Division, as the case may be.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

CONTRACTOR AGREEMENT SIGNATURE PAGE

Contractor Signature

Date

Department Head Signature

Date

Approved:

Approved:

Mayor

Date

City Attorney

Date



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

AGENDA ITEM NO:
AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Request authorization to purchase 18 manholes for the Water division from Consolidated Pipe, the lower of two quotes, in the amount of 8945.28 for stock inventory.

AMOUNT & SOURCE OF FUNDING: 2022/23 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward C. Kemp 323-3133

This is replacement stock of manholes used for regular replacements and capital projects. The lead time is 16-20 weeks for delivery

Two Quotes: FEL - Gulfport : \$9,180.00 and Consolidated - \$8,945.28

SUGGESTED MOTION:

Move approval to purchase 18 manholes for the Water division from Consolidated Pipe, the lower of two quotes, in the amount of 8945.28 for stock inventory.

.

**Consolidated Pipe & Supply, Co., Inc.**

2505 Mattox Street

Tupelo, MS 38801

Phone

(662) 841-1270

Fax

(662) 841-2430

Name**Location****STARKVILLE UTILITIES****Bid Date****09/07/2022**

Gentlemen, we are pleased to offer the following items for your consideration:

Item	Quantity	Unit	Description	Unit Price	Extension
	18	EA	EJ 1040 5" TALL REVERSABLE	496.96	8945.28
			GASKETED MANHOLE ASSEMBLY WITH		
			2450Z FRAME, STARKVILLE MISSISSIPPI		
			SANITARY SEWER		
			LEAD TIME IS 16 - 20 WEEKS AFTER		
			ORDER IS PLACED		
			PRICING GOOD FOR 30 DAYS		

Price Quotation # B368350**FEL - GULFPORT WW #1227**

14231 SEAWAY ROAD

UNIT B-5

GULFPORT, MS 39503-4628

Phone : 228-863-2757

Fax : 228-863-6587

Bid No.....: B368350

Bid Date....: 09/07/22

Quoted By: KET

Customer.: STARKVILLE UTILITIES

605 DR M L KING DR EAST

STARKVILLE, MS 39759

Cust Phone: 662-323-3133

Terms.....: NET 10TH PROX

Ship To.....: STARKVILLE UTILITIES

605 DR M L KING DR EAST

STARKVILLE, MS 39759

Cust PO#...:

Job Name.: M/HOLE CASTINGS

Item	Description	Quantity	Net Price	UM	Total
SP-E001040532A01	1040 REV M/HOLE ASSM W/2450Z FRM	18	510.000	EA	9180.00
	INCLUDES SHIPPING				
	LEAD TIME 20-24 WEEKS				
	NON RETURNABLE AND ORDER				
	CAN NOT BE CANCELLED				

Subtotal: \$9180.00

Inbound Freight: \$0.00

Tax: \$0.00

Order Total: \$9180.00



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

AGENDA ITEM NO:
AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Request authorization to approve Change Order #1 for the Babylon Road sewer project for an increase of \$2,685 and 45 additional calendar days in the contract due to project changes and material delivery delays

AMOUNT & SOURCE OF FUNDING: 2022/23 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Edward C. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward C. Kemp 323-3133

Find attached Change Order #1 with the accompanying justification for the increase in price and contract time.

SUGGESTED MOTION:

Move approval of Change Order #1 for the Babylon Road sewer project for an increase of \$2,685 and 45 additional calendar days in the contract due to project changes and material delivery delays

.



AIA® Document G701™ – 2017

Change Order

PROJECT: (name and address)
Babylon Rd Sewer Additions

CONTRACT INFORMATION:
Contract For: Michael Box Construction
Date: Feb. 14, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 01
Date: July 1, 2022

OWNER: (name and address)
City of Starkville, MS

ARCHITECT: (name and address)
Springer Engineering, Inc.

CONTRACTOR: (name and address)
Michael Box Construction, LLC

The Contract is changed as follows:

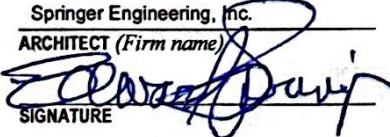
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

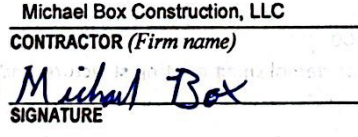
See attachment for detailed description.

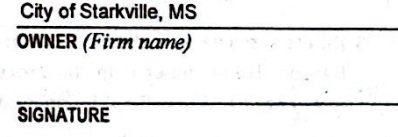
The original (Contract Sum) (Guaranteed Maximum Price) was	\$ 520,269.20
The net change by previously authorized Change Orders	\$ 0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ 520,269.20
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$ 2,685.00
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	\$ 522,954.20
The Contract Time will be (increased) (decreased) (unchanged) by	(45) days.
The new date of Substantial Completion will be	September 23, 2022

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Springer Engineering, Inc.
ARCHITECT (Firm name)

SIGNATURE

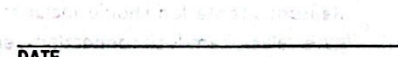
Michael Box Construction, LLC
CONTRACTOR (Firm name)

SIGNATURE

City of Starkville, MS
OWNER (Firm name)

SIGNATURE

Edward Springer, P.E.
PRINTED NAME AND TITLE

DATE

Michael Box
PRINTED NAME AND TITLE
8-29-22
DATE

Lynn Spruill, Mayor
PRINTED NAME AND TITLE

DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Babylon Rd Sewer Additions
Change order Number 01
Date: July 1, 2022

Item No.	Description	Increase	Decrease
1	Bore under driveway at station 48+20 Reason: Homeowner poured concrete driveway after plans were designed. Bore required to prevent damage to new driveway.	\$1,500.00	\$0.00
2	20' - 15" CPP at station 48+20 will not be installed Reason: Pipe will not be required due to driveway not being excavated. See item no. 1 above.	\$0.00	\$400.00
3	One new sewer taps required at Station 38+75 Reason: Existing house septic systems was lower than anticipated. Sewer tap need to be relocated downstream to achieve the required slope.	\$800.00	\$0.00
4	Addition Contract Time Reason: Unknown water main encountered during sewer installation at Station 27+00 - Station 29+00. Starkville Utilities to relocate section of water main.	\$0.00	\$0.00
5	Delete section of service line at Station 15+50 Reason: Existing structure has no sanitary sewer utilities and is only used as a storage shed. 235 ft @ \$16.00/ft	\$0.00	\$3,760.00
6	Delete service connection at Station 15+50 Reason: Existing structure has no sanitary sewer utilities and is only used as a storage shed.	\$0.00	\$920.00
7	Delete section of service line at Station 41+00 Reason: Homeowner is in the process of demolishing existing structure and stated sewer connection will not be needed. 72 ft @ \$16.00/ft	\$0.00	\$1,152.00
8	Delete service connection at Station 41+00 Reason: Homeowner is in the process of demolishing existing structure and stated sewer connection will not be needed.	\$0.00	\$920.00
9	Lift Stations changes per Starkville Utilities, Thomas Ware Reason: Lift station should include: gate valves, pressure transducers, downstream gate valves, cam-lock connections, enclosure boxes and lift hoist sockets.	\$7,537.00	\$0.00
10	Increase contract time by 45 days. Reason: Add days for project changes listed above. Add days for delayed supplies.		

Total	\$9,837.00	\$7,152.00
Total Change Order Amount	\$2,685.00	



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

AGENDA ITEM NO:
AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Request authorization to accept the lowest and best quote from SEL (Schweitzer Engineering Laboratories) for four (4) SEL pump automation controllers in the amount of \$12,676.40.

AMOUNT & SOURCE OF FUNDING: 2022/2023 Budget

<u>FISCAL NOTE:</u> 2 Quotes Received	SEL	\$12,676.40
	Hawk SCADA	\$14,577.88

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

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

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

See the attached quotes

SUGGESTED MOTION:

Move approval to accept the lowest and best quote from SEL (Schweitzer Engineering Laboratories) for four (4) SEL pump automation controllers in the amount of \$12,676.40.



Please address purchase orders to:
Schweitzer Engineering Laboratories, Inc.
2350 NE Hopkins Court
Pullman, WA 99163

Reference this quote number and send purchase orders to:

Business Email hope@powerconnections.com

Created Date	9/14/2022	Quote Number	00203062
Account Name	City of Starkville	Expiration Date	11/13/2022
Sold To Contact	Colby McClain	Prepared By	Hope Watkins
Sold To Contact Email	cmccclain@starkvilleutilities.com	Sold To Sales Channel	Power Connections
Sold To Contact Phone	662-323-3133	Business Email	hope@powerconnections.com

Part Number	Description	Sales Price	Quantity	Total Price
2411#J882 (2411P2ADBBADB5X063120)	2411#J882 SEL-2411P Pump Automation Controller	USD 3,169.10	4.00	USD 12,676.40
Grand Total				USD 12,676.40

Lead Time

Inquire with your SEL Representative for specific lead times.
Lead time will be confirmed after the receipt of a complete purchase order and can be subject to change.

End User

All submitted purchase orders must contain valid and complete end-user information, including full address. Incomplete or invalid information may delay the processing of the purchase order.

Freight

Prices include ground freight prepaid within the 48 contiguous United States via SEL's preferred carrier. Buyers may request expedited delivery service at their expense by submitting a collect account or by including added charges to their invoice. Orders with multiple items may be shipped from multiple locations and may arrive in more than one delivery.

Manuals

Equipment manuals are provided free on CD with relays. If a hard copy manual is required, this should be specified at the time of order as a separate line item and may be subject to freight charges.

Warranty

SEL is pleased to offer our 10-Year Product Warranty. Please visit <https://selinc.com/company/quality/>. Third-party products included in this Quote are not covered by SEL's warranty. SEL will pass on the original manufacturer warranty to the Buyer if possible.

Payment Terms

Net 30 or per the approved credit terms with SEL. SEL may require additional credit information or prepayment prior to acceptance of a purchase order if credit terms have not been established or are insufficient to cover this purchase.



Quote Terms

Prices are based on quoted quantities and may change if quantities change. Prices do not include sales tax.

Information within this quotation is for your evaluation purposes only. Disclosure of this information outside of your company is prohibited.

Purchase order modifications or cancellations may result in additional fees and adjustment to delivery schedule. To prevent delays, please carefully review the part number descriptions listed in the above table to ensure ordering options will meet requirements.

SEL values your right to privacy, and uses personal data provided to SEL only for our legitimate business interests. More information may be found at the [SEL Privacy Policy](#). You may exercise your rights related to your personal data by contacting the SEL Data Protection Officer at data_protection@selinc.com.

All sales are subject to the attached SEL Sales Terms, available on SEL's website (<https://www.selinc.com/termsandconditions/unitedstates>) and incorporated herein by reference unless Buyer and SEL has a Master Agreement or signed negotiated terms on file.

**Innovative Broadcast Services, Hawk SCADA**

Innovative Broadcast Services, Hawk SCADA
PO Box 1865
Starkville, Mississippi 39760
www.hawkremote.com
662.324.2721

QUOTE

Number EST-000327**Bill To****Starkville Utilities**

402 Dr Douglas L. Conner Dr
Starkville Mississippi 39759
accountspayable@starkvilleutilities.com

Ship To

Starkville Utilities
,

Quote Date : 14 Sep 2022

Reference# : SEL Controllers for Lift
Stations

#	Item & Description	Qty	Unit Price	Ext. Price
1	SEL Controllers for next 4 Lift Stations	4.00	3,644.47	14,577.88
Sub Total				14,577.88
Total				\$14,577.88

Terms & Conditions

This quote is valid for 30 days from date of issue. Hawk SCADA will require a 60 day notice/delivery time from the contractor, in writing, to complete system build out and installation.

Payment Terms: 50% of total quote due with signed contract to start project, or signed Purchase Order number for billing purposes. Balance due within 30 days of completion invoice. Invoice will be generated upon completion (net 30 terms will be extended with signed Purchase Order).

Warranty: Warranty guidelines shall fall under engineering specifications in conjunction with standard Hawk SCADA warranty: 1 Year On-Site Service applies to Hawk SCADA installed items; 1 Year On all Hawk SCADA OEM parts and equipment. Manufacturers Warranty applies to all other items. Warranty does not apply to lightning or other acts of God or failures resulting from power surges, or misuse of equipment.

Prices subject to change. Prices based on total purchase. All delivery, training or consulting services to be billed at published rates for each activity involved. Generally all hardware computer components proposed above are covered by a limited one-year warranty, covering parts and labor for hardware only and on a depot basis. We specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. Minimum 15% restocking fee with original packaging.



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

AGENDA ITEM NO:
AGENDA DATE: September 20, 2022
PAGE: 1

SUBJECT: Request authorization for the Mayor to execute the work order request from Four County in the estimated amount of \$37,092.12 with a monthly charge of \$432.74 for the installation of street lights along East Lee Boulevard, Old Mayhew Road and adjacent areas with the final payment being based on final quantities and work.

AMOUNT & SOURCE OF FUNDING: 001-301-625-380 Utilities/ Street Lighting

FISCAL NOTE:

AUTHORIZATION HISTORY

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

This is the first group of the installation of street lights in the newly annexed areas. This includes the area along East Lee Boulevard and the adjacent areas. See the attached map/ work order for more information.

The future phases are in the planning stages and include Clayton Village and Old West Point Road areas.

Find below a list from four county on what this includes:

Area 3: South of 182

- Lakewood Dr (100W HPS or preferred LED equivalent): 30364, 30360, 42393, 30356, 30359, 150137. There is also two existing lights on Lakewood that would need to be transferred to the City of Starkville's bill. One is at the north end of the lake on Lakewood Drive and the other is at the intersection of Lakewood & East Drive (30357).
- East Drive: Transfer existing 30964 to City of Starkville
- E. Lee Blvd (Lakewood Drive/Old Mayhew intersection north): Add 250W HPS or LED equivalent on every pole back to Hwy 182.
- E. Lee Blvd (Lakewood Drive/Old Mayhew intersection south): Add 100W HPS or LED equivalent on every pole to three phase riser pole just north of the Bailey Howell intersection.
- Edinburg Drive (100W HPS or LED equivalent): Add light on every pole starting at Old Mayhew intersection south to pole 34425.
- Cambridge Drive (100W HPS or LED equivalent): Add 30' wood pole and 100W HPS or LED equivalent at padmount transformer between 815 & 827 Cambridge
- Bardwell Road (250W HPS or LED equivalent): Every pole from Old Mayhew to 159355 (3 total).
- Harned Road (100W HPS or LED equivalent): Add at 141057 and transfer to City of Starkville existing light at 141082
- Old Mayhew (100W HPS or LED equivalent): Start at E. Lee Blvd and end at three phase riser pole (164376) for Sprint Mart.
- Biggs Road (100W HPS or LED equivalent): Start at Old Mayhew intersection and add a light on every pole up to 34716 at the end.

SUGGESTED MOTION:

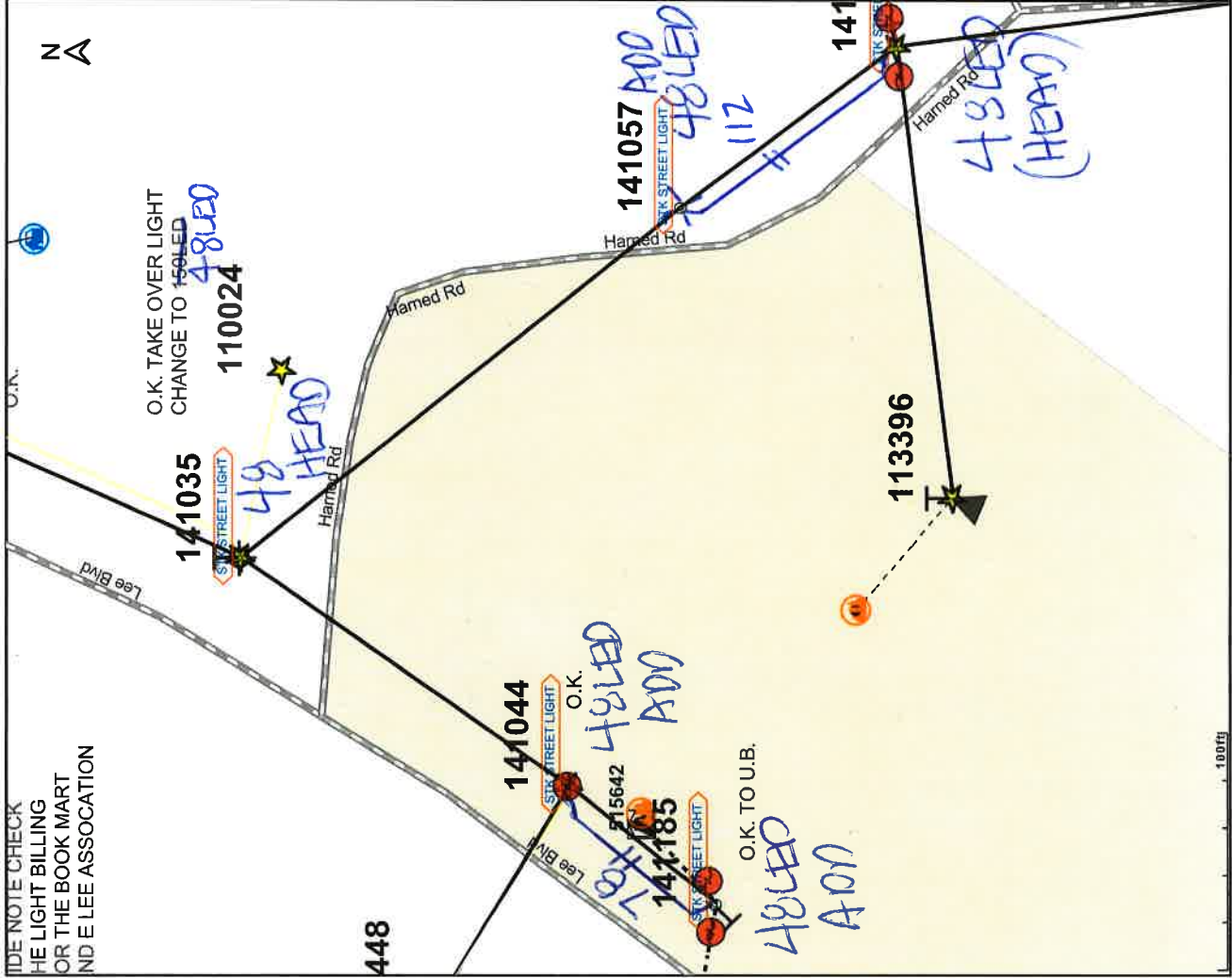
Move approval for the Mayor to execute the work order request from Four County in the amount of \$37,092.12 with a monthly charge of \$432.74 for the installation of street lights along East Lee Boulevard, Old Mayhew Road and adjacent areas with the final payment being based on final quantities and work.

LIGHTING

811 #: _____
Expiration Date: _____
Construction GL#: _____
Retirement GL#: _____
Completed By: _____
Completed Date: _____

Physical Location: _____
Map Location #: _____
Substation: _____
County: _____
CIAC Amount: _____
Work Order Size: _____

Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date: _____
Released By: Date: _____



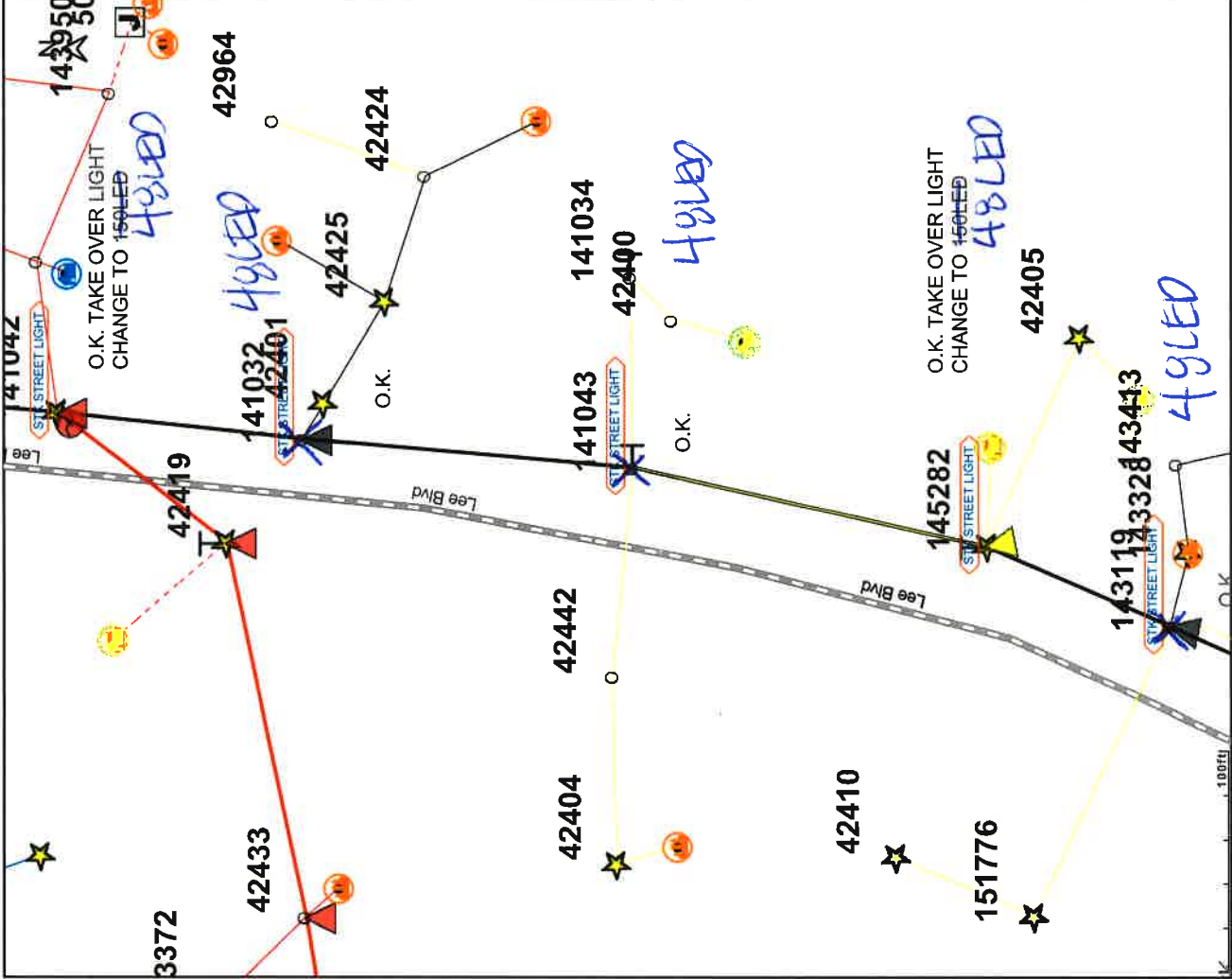
STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C1-2 EX (1) C7-F8 EX (1) C8-F8 EX (2) E1-2 EX (4) E1-3 EX (3) E3-10 EX (1) F1-3S EX (3) F1-4S EX (6) GS12 EX (1) K11 EX (1) M26-5-270FL LED EX (1) M26-5-48 EX (4) M5-5	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C1-2 EX (1) C7-F8 EX (1) M2-11-4 EX (1) M26-5-250 EX (2) M5-5 EX (3) M5-9-OT100	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C7-F8 EX (4) E1-3 EX (4) E3-10 EX (2) F1-4S EX (1) M2-11-4 EX (1) M5-13-2 EX (1) M5-16-2 EX (3) M5-6R EX (3) M5-9-OT100 EX (1) PVC-4 ELB EX (35) PVC-4 ELB EX (4) SOBS-12 EX (4) SOBS-4 EX (3) UM6-2A(1/0)	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) J10 EX (3) M5-VB	STK STREET LIGHT TAKE OVER Backspan 0 Comments: EX (1) 50 EX (1) A5-2 EX (1) C3 EX (1) C5-1 EX (4) E1-3 EX (4) E3-10 EX (2) F1-4S EX (4) GS12 EX (1) K11 EX (1) M2-11-4 EX (1) M26-5-48 EX (4) M5-9-OT100 EX (4) PHMB-1
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____				
Crew Notes: S: 48LED 4: K11 190: 6-2w				
Notes:				
Main GL#				



811 #:
Expiration Date:
Construction GL#:
Retirement GL#:
Completed By:
Completed Date:

Physical Location:
Map Location #:
Substation:
County:
CIAC Amount:
Work Order Size:

Work Order No: 2015 ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:



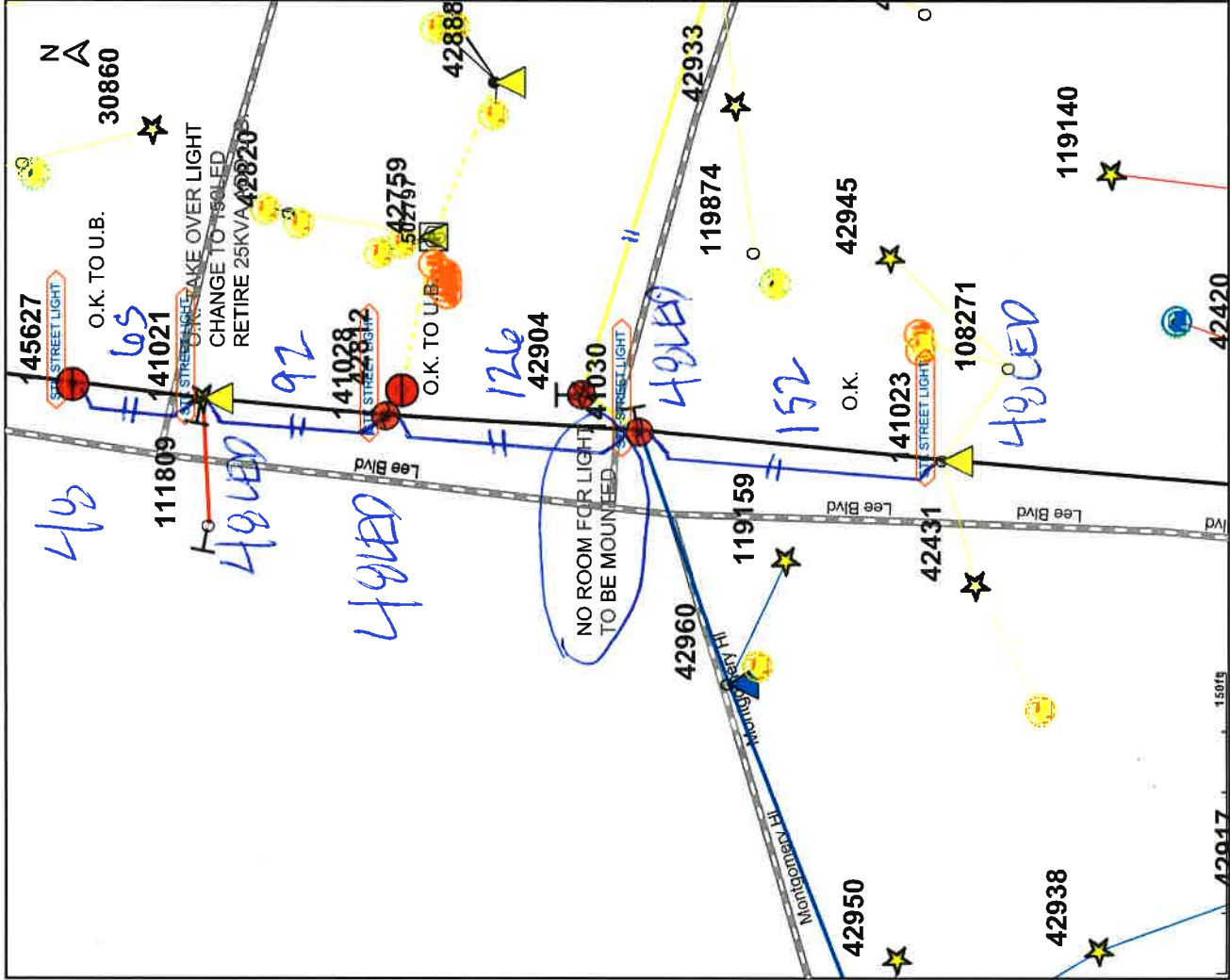
STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) A5-2 EX (1) C1-2 EX (1) G2-50S EX (1) K11 EX (1) M2-11-4 EX (1) M26-5-100 EX (1) M26-5-250S EX (1) M5-6A EX (1) M5-9-OT100 EX (1) PHMB-1	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C1-2 EX (1) G310-B EX (1) G5-25 EX (1) G5-25 EX (1) G5-50 EX (3) K11 EX (1) M2-11-4	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C2-2 EX (1) E1-3 EX (1) E3-10 EX (1) F1-3S EX (1) GS12 EX (3) K11 EX (1) M2-11-4	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C1 EX (1) G310-B EX (2) G5-25 EX (1) G5-50 EX (2) K11 EX (1) M2-11	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C2 EX (2) E1-2 EX (1) E3-10 EX (2) F1-3S EX (1) G2-37.5S EX (1) GS12 EX (1) J6 EX (1) K11 EX (1) M2-11 EX (1) M26-5-100 EX (1) M5-6	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C1 EX (1) G310-B EX (2) G5-25 EX (1) G5-50 EX (2) K11 EX (1) M2-11
JOB BRIEFING Date: _____ Time: _____			Code 219 740C	Main GL#	
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____			Crew Notes: S: 48LED		
			Notes:		

811 #: _____
Expiration Date: _____
Construction GL#: _____
Retirement GL#: _____
Completed By: _____
Completed Date: _____

Physical Location:
Map Location #: _____
Substation: _____
County: _____
CIAC Amount: _____
Work Order Size: _____

3

Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date: _____
Released By: Date: _____

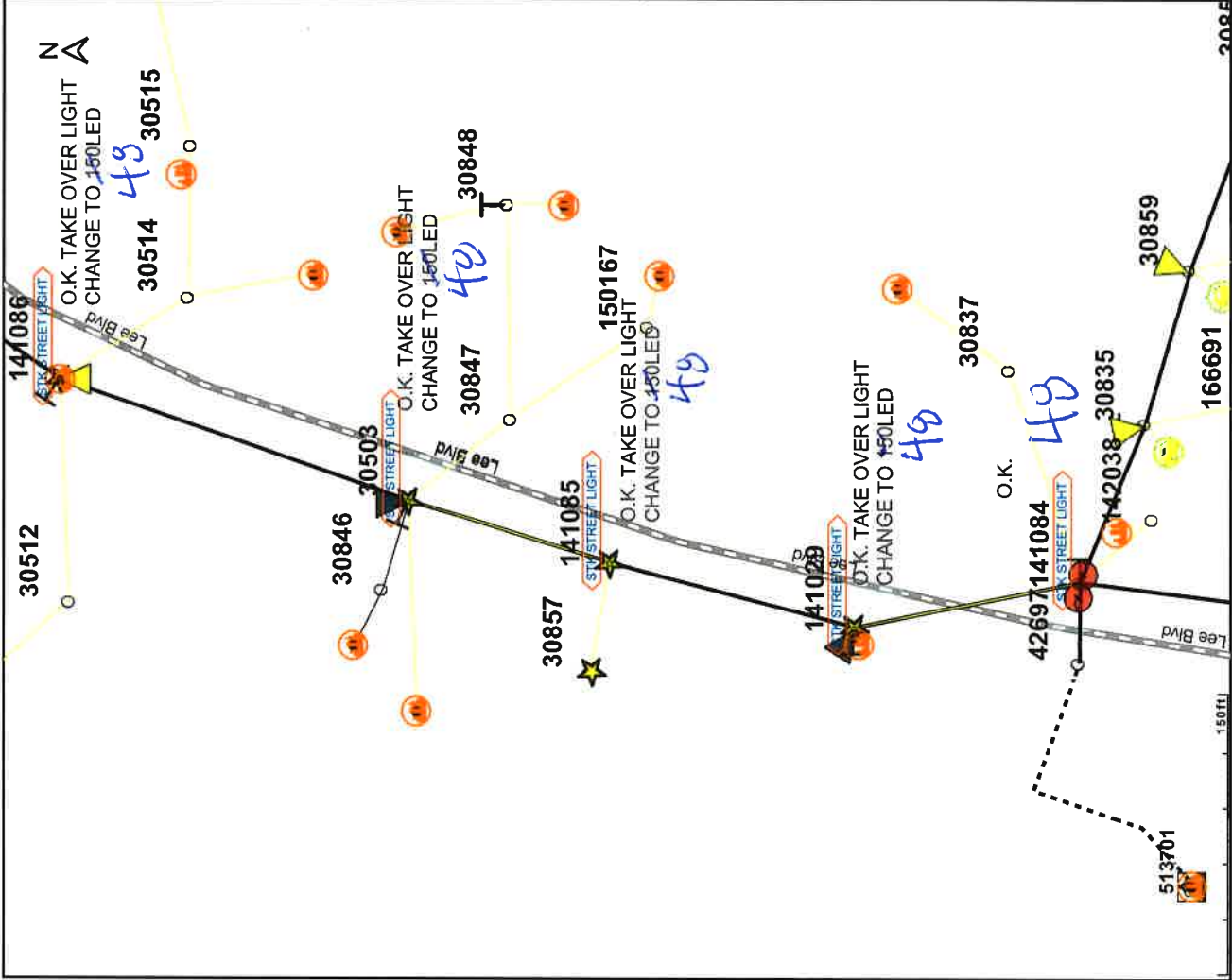


STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (2) K11 EX (1) M2-11 EX (1) M3-3A-F8	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C1-3 EX (1) E2-2 EX (1) G2-15S EX (1) K11 EX (1) M2-11-4 EX (1) M26-5-48	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) A5-2 EX (1) C1-2 EX (1) M2-11-4 EX (3) M5-6S EX (1) M5-9-OT100	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) A5-2 EX (2) C1-3 EX (2) E1-2 EX (2) E3-10 EX (1) F1-4S EX (2) GS12 EX (1) M2-11-4 EX (2) M5-9-OT100	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C1-2 EX (2) K11 EX (1) M2-11-4 EX (1) PHMB-1
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____		Code 219 740C	Main GL#	
Crew Notes: S: 49LED 7: K11 435: 6-2w				
Notes:				

811 #: _____
Expiration Date: _____
Construction GL#: _____
Retirement GL#: _____
Completed By: _____
Completed Date: _____

Physical Location: _____
Map Location #: _____
Substation: _____
County: _____
CIAC Amount: _____
Work Order Size: _____

Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date: _____
Released By: Date: _____

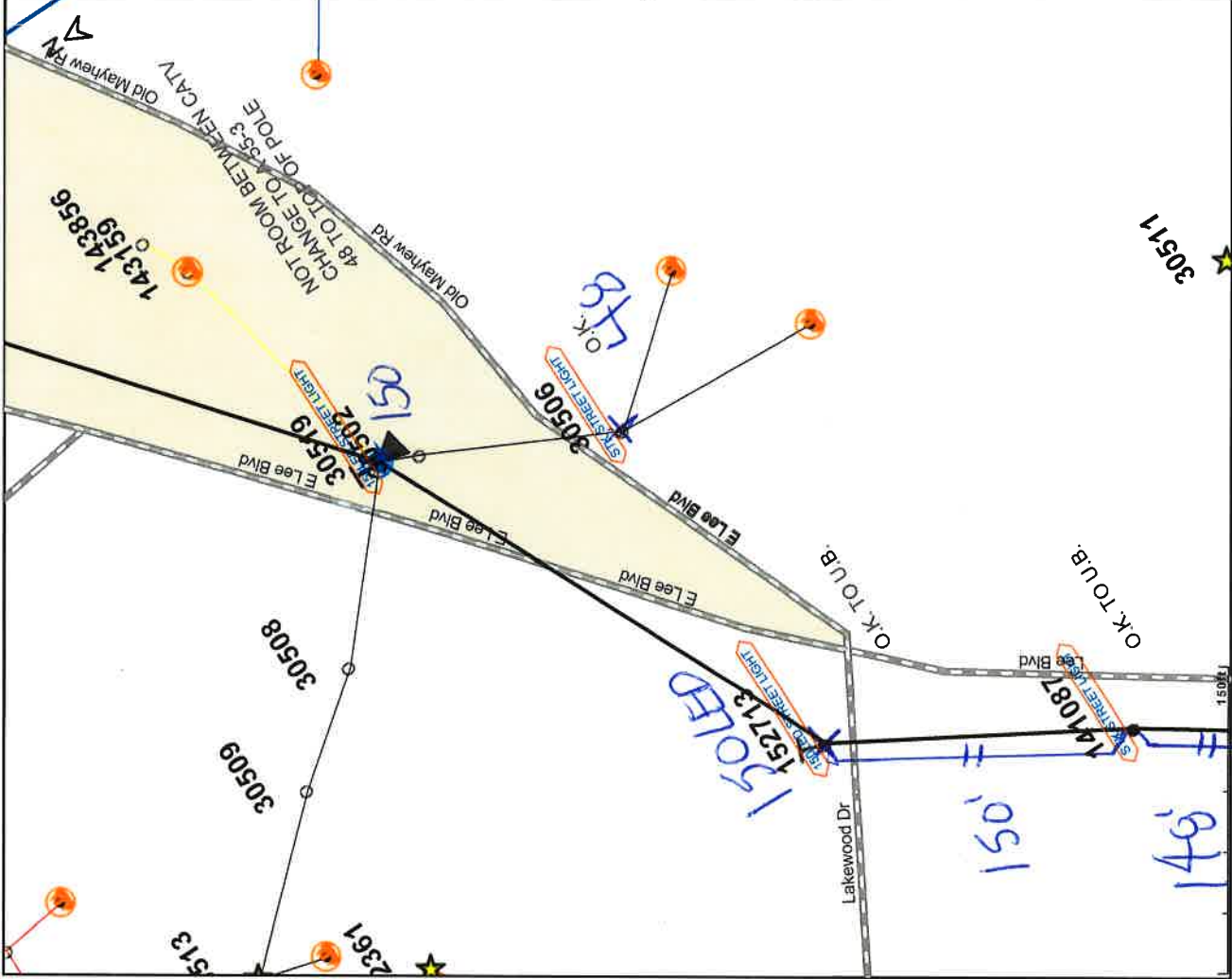


STK STREET LIGHT Backspan 0 Comments: EX (1) 3W-S EX (1) 45 EX (1) C2-2 EX (1) E1-3 EX (1) E3-10 EX (1) F1-4S EX (1) G2-25S EX (1) GS12 EX (2) K11 EX (1) M2-11-4 EX (1) M26-5-48	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C2-2 EX (2) E1-2 EX (2) E3-10 EX (1) F1-4S EX (1) G310 EX (2) G5-15 EX (1) GS12 EX (2) GS12 EX (2) K11 EX (1) M2-11-4 EX (1) M26-5-48	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C1-2 EX (2) K11	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) C8-F8 EX (2) E1-2 EX (2) E3-10 EX (1) F1-4S EX (1) G310-B EX (2) G5-25 EX (1) G5-50 EX (2) GS12 EX (1) K11 EX (1) M2-11-4 EX (1) M26-5-100 EX (4) SOB-12 EX (4) SOBS-4	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C7-F8 EX (1) C8-F8 EX (2) E1-2 EX (2) E3-10 EX (1) F1-4S EX (1) G310-B EX (2) GS12 EX (1) J6 EX (2) K11 EX (1) M2-11-4 EX (3) M5-20 EX (3) M5-5 EX (3) M5-9-OT100 EX (3) M5-9-OT100
JOB BRIEFING				
Date: _____ Time: _____				
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____				
Employee Signatures _____ _____ _____ _____				
Crew Notes: 5:49LED				
Main GL#				
Notes:				

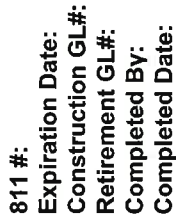
811 #: _____
Expiration Date: _____
Construction GL#: _____
Retirement GL#: _____
Completed By: _____
Completed Date: _____

Physical Location: _____
Map Location #: _____
Substation: _____
County: _____
CIAC Amount: _____
Work Order Size: _____

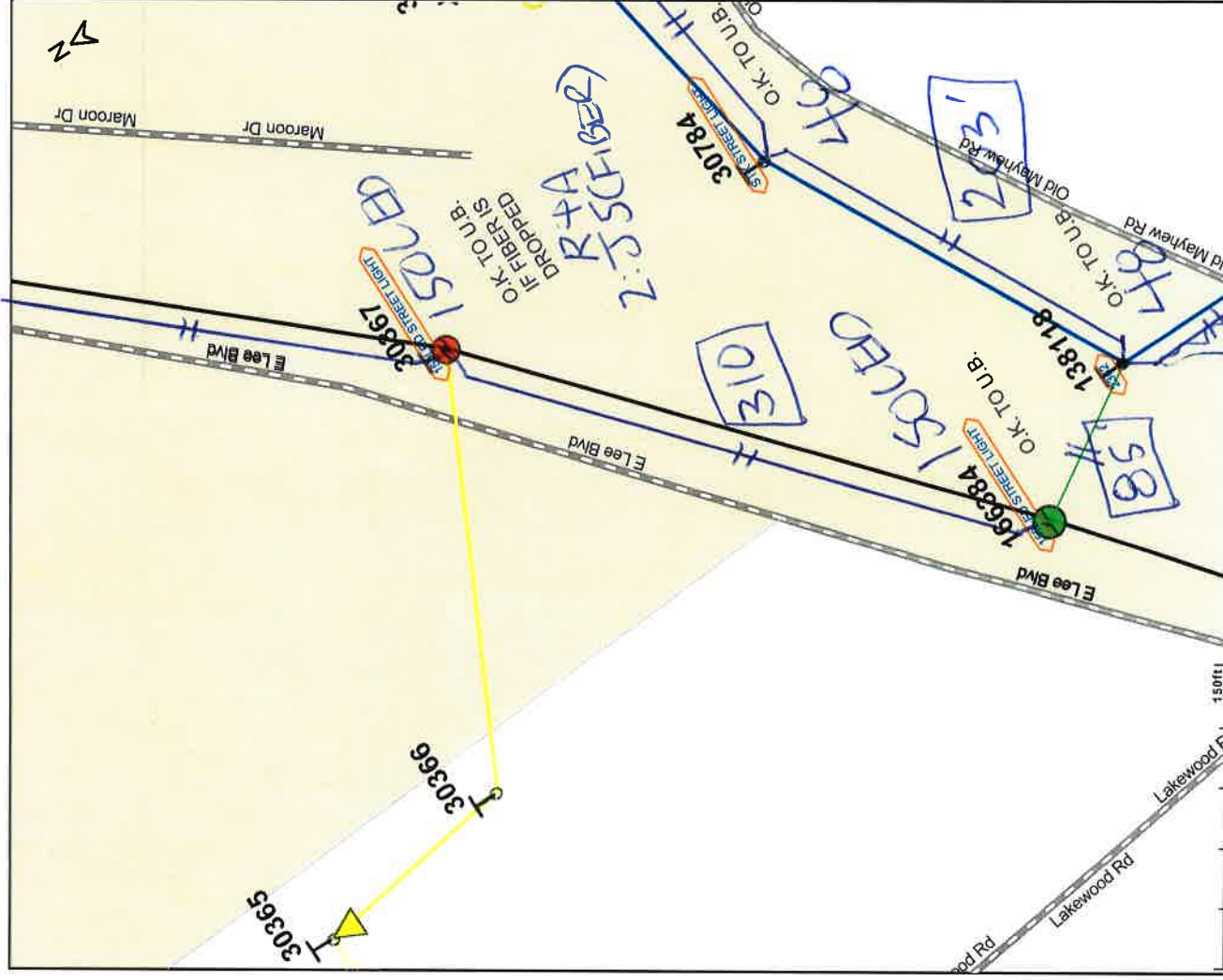
Work Order No: 2015 ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date: _____
Released By: Date: _____



150LED STREET LIGHT Backspan 0 Comments: EX (1) 65-S EX (1) C4-1 EX (12) E1-3 EX (12) E3-10 EX (2) F1-4S EX (2) F1-4S EX (2) F1-4S EX (12) GS12 EX (1) M2-11S	150LED STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) C3 EX (1) C3 EX (1) E1-2 EX (1) E1-2 EX (1) F1-3S EX (1) F1-3S EX (1) G310 EX (2) G5-15 EX (2) K11 EX (2) K11 EX (1) M2-11	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) M2-11-4 EX (1) M5-6S	STK STREET LIGHT Backspan 0 Comments: EX (1) K11
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____ _____		Code 219 740C Crew Notes: 2:150LED 3:K11 1:48LED Notes: 300: 6-2w	Main GL#



Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell **Date:** 01/23/2019
Drawn By: **Date:**
Released By: **Date:**



150LED STREET LIGHT Backspan 86 Comments: EX (1) 45 EX (1) ABS-H EX (1) C8-F8 EX (1) M2-11-4	150LED STREET LIGHT Backspan 0 Comments: EX (1) A5-2 EX (1) C2-B EX (1) E1-2 EX (1) F1-3S EX (1) M2-11 EX (1) M5-9-OT100	2362 Backspan 0 Comments: EX (1) 40 EX (1) A4 EX (2) E1-2 EX (2) E3-10 EX (2) F1-2S EX (2) GS12 EX (1) M2-11 EX (1) M5-6S EX (1) PHMB-1
STK STREET LIGHT Backspan 0 Comments: EX (1) 40 EX (1) A2 EX (1) E1-2 EX (1) F1-3S EX (1) M2-11		

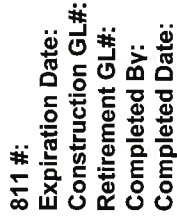
1224

JOB BRIEFING

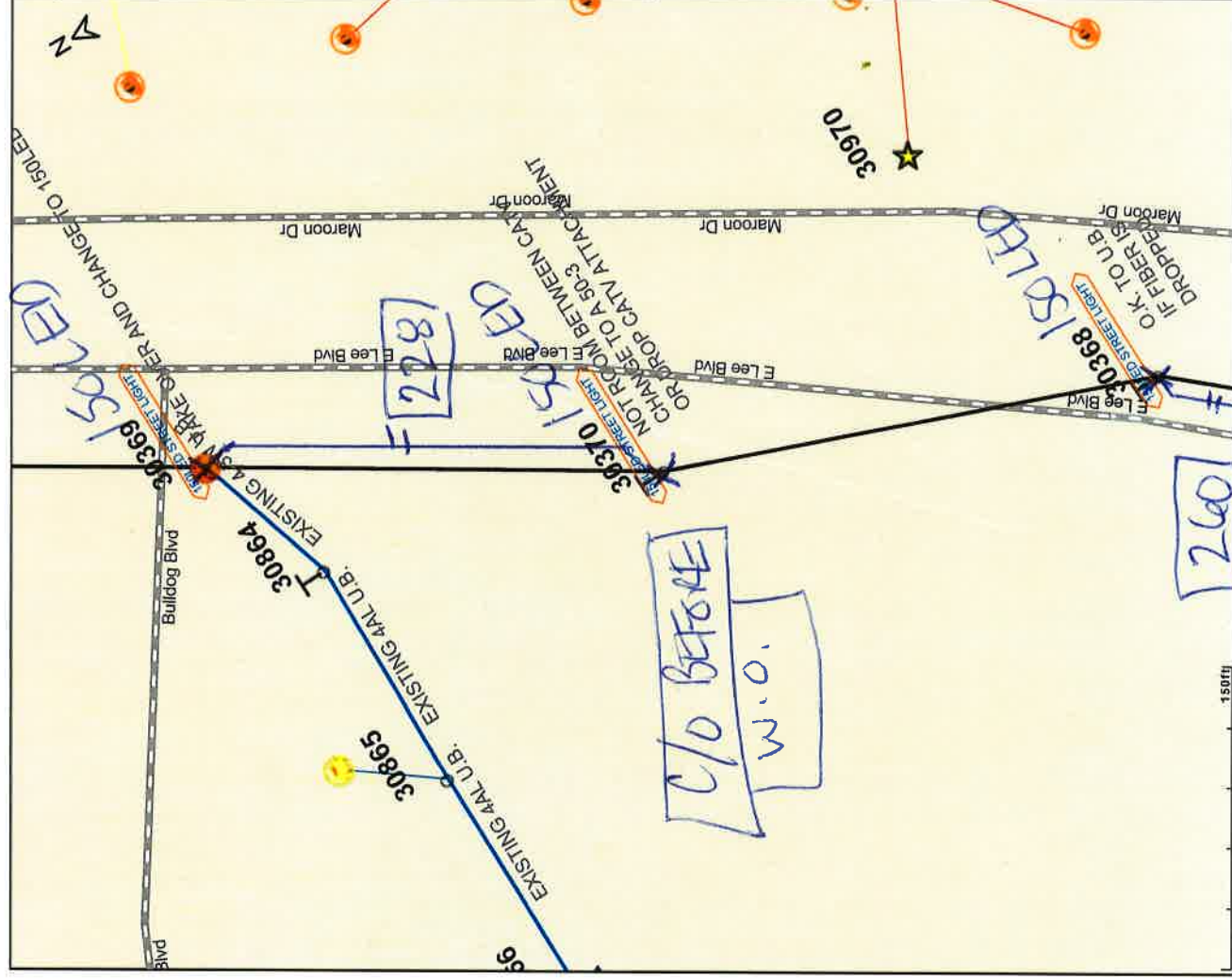
Date: _____ Time: _____

☐ Hazards
☐ Work Procedures
☐ Special Precautions
☐ Energy Source Controls
☐ Personal Protective Equipment
Employee-In-Charge: _____

Employee Signatures



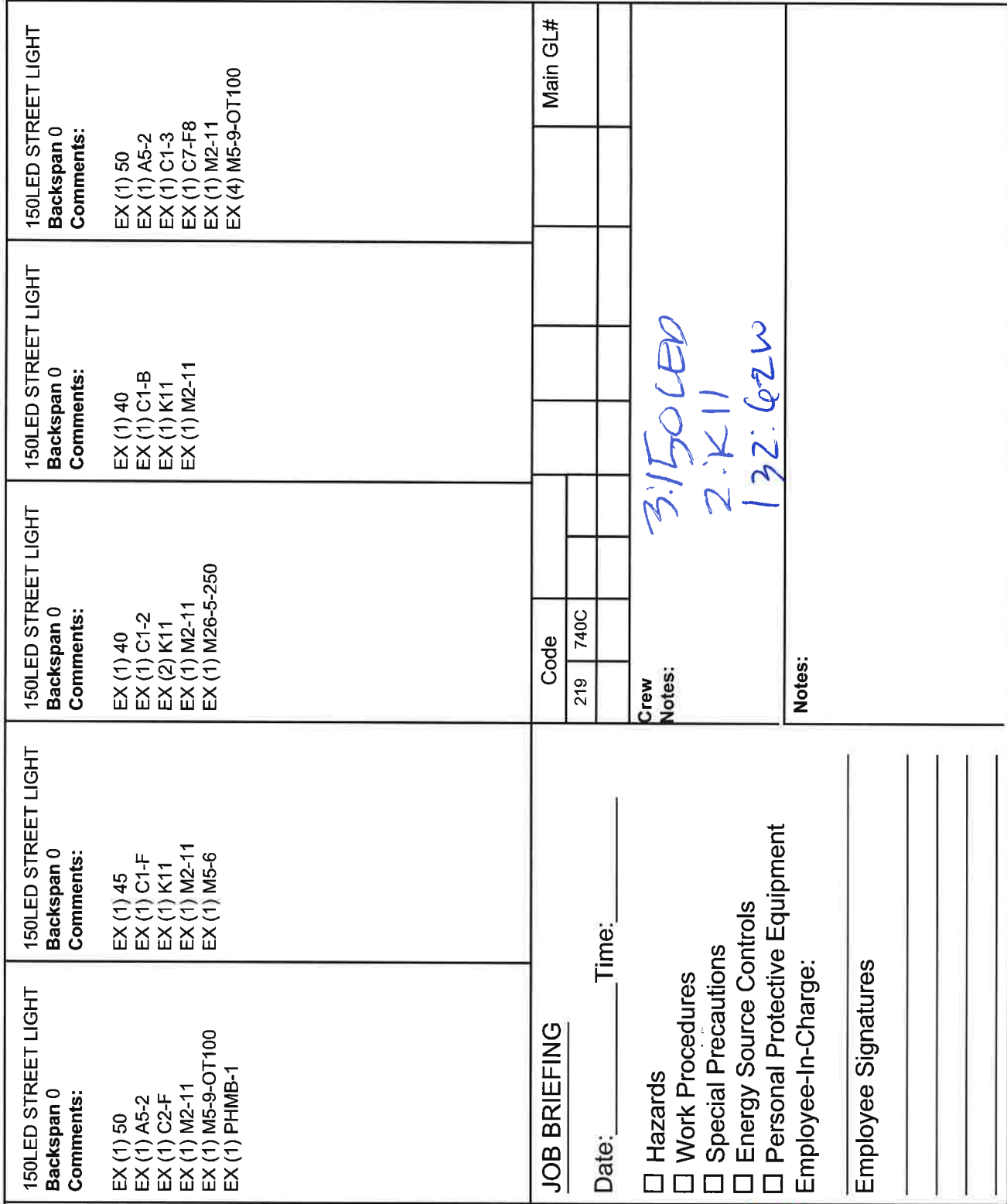
Work Order No: 2015 ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:



150LED STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) C3 EX (2) E1-2 EX (2) F1-3S EX (1) M2-11	150LED STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C3 EX (2) E1-2 EX (2) F1-3S EX (1) M2-11	150LED STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) A5-2 EX (1) C1-B EX (1) K11 EX (1) M2-11 EX (1) M26-5-250S EX (1) M5-9-OT100 EX (1) PHMB-1
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____		
Crew Notes: 3:150LED 3:K11 488 6-2W 		
Main GL#		



Work Order No: 2015 ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell **Date:** 01/23/2019
Drawn By: **Date:**
Released By: **Date:**



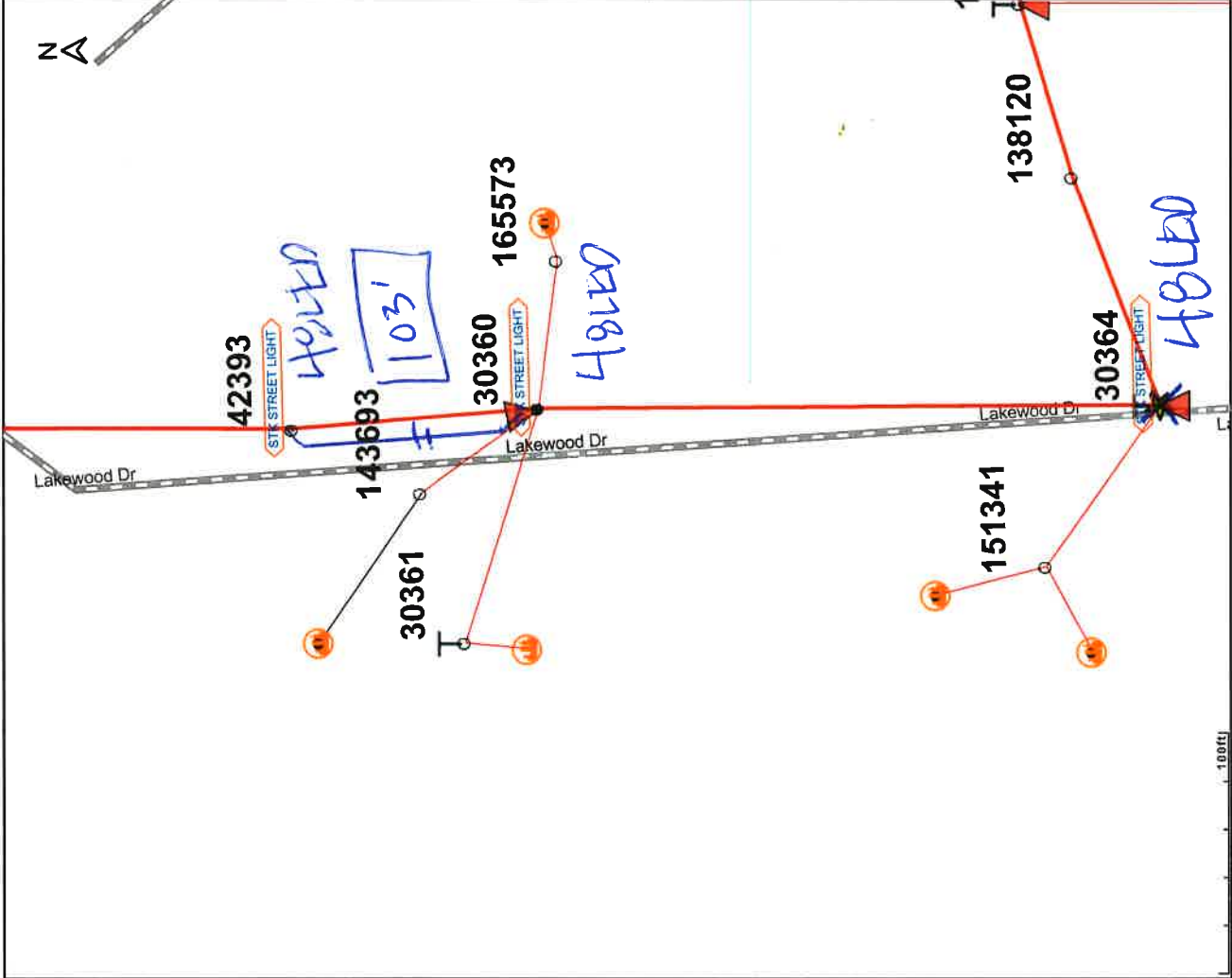


811 #:
Expiration Date:
Construction GL#:
Retirement GL#:
Completed By:
Completed Date:

Physical Location:
Map Location #:
Substation:
County:
CIAC Amount:
Work Order Size:

Work Order No: 2015 ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:

29

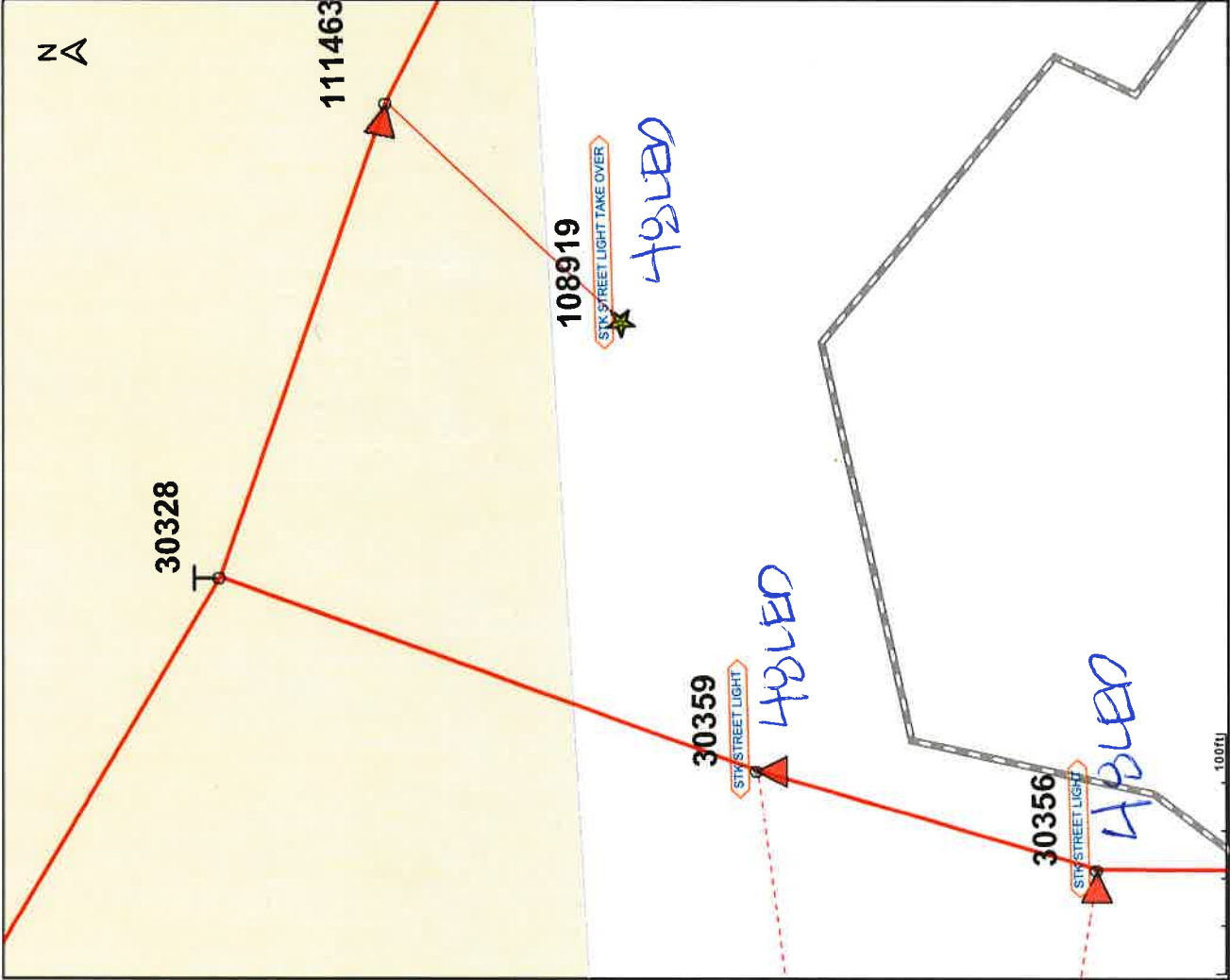


STK STREET LIGHT Backspan 0 Comments: EX (1) 40 EX (1) A6 EX (2) E1-2 EX (1) F1-2S EX (1) F1-3S EX (1) K11 EX (1) M2-11 EX (1) M26-5-100	STK STREET LIGHT Backspan 0 Comments: EX (1) 40 EX (1) A1 EX (1) G5-37.5 EX (3) K11 EX (1) M2-11 EX (1) M5-6A EX (1) M5-9-OT100A EX (1) PHMB-1	STK STREET LIGHT Backspan 0 Comments: EX (1) 35 EX (1) A1
JOB BRIEFING Date: Time: ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: Employee Signatures		
Crew Notes: 3:49LED 1:K11 103':6-2W		
Notes:		
Code 219 740C		Main GL#

811 #: _____
Expiration Date: _____
Construction GL#: _____
Retirement GL#: _____
Completed By: _____
Completed Date: _____

Physical Location: _____
Map Location #: _____
Substation: _____
County: _____
CIAC Amount: _____
Work Order Size: _____

Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE: _____
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date: _____
Released By: Date: _____

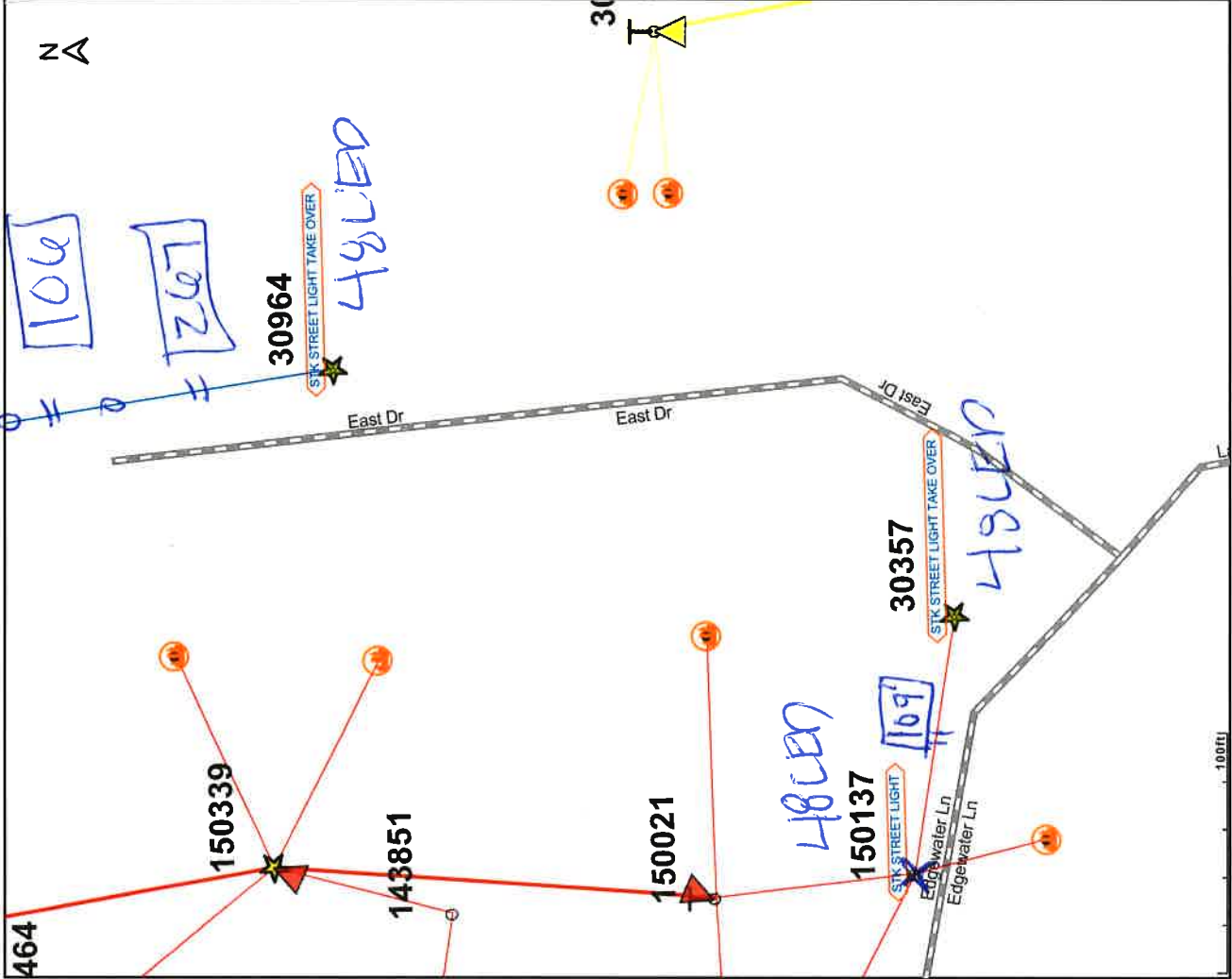


STK STREET LIGHT Backspan 0 Comments: EX (1) 40 EX (1) A2 EX (1) G2-25S EX (1) M2-11 EX (4) SOB-12 EX (1) SOBS-3 EX (1) UM5	STK STREET LIGHT Backspan 0 Comments: EX (1) 40 EX (1) A1 EX (1) M2-11 EX (1) UM5	STK STREET LIGHT TAKE OVER Backspan 0 Comments: EX (1) 30-SL EX (1) K11 EX (1) M26-5-48	Main GL#	
JOB BRIEFING Date: _____ Time: _____		Code 219 740C		
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____		Crew Notes: 3:48LED		
		Notes:		

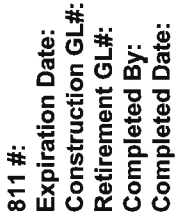
811 #: _____
Expiration Date: _____
Construction GL#: _____
Retirement GL#: _____
Completed By: _____
Completed Date: _____

Physical Location:
Map Location #: _____
Substation: _____
County: _____
CIAC Amount: _____
Work Order Size: _____

Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date: _____
Released By: Date: _____

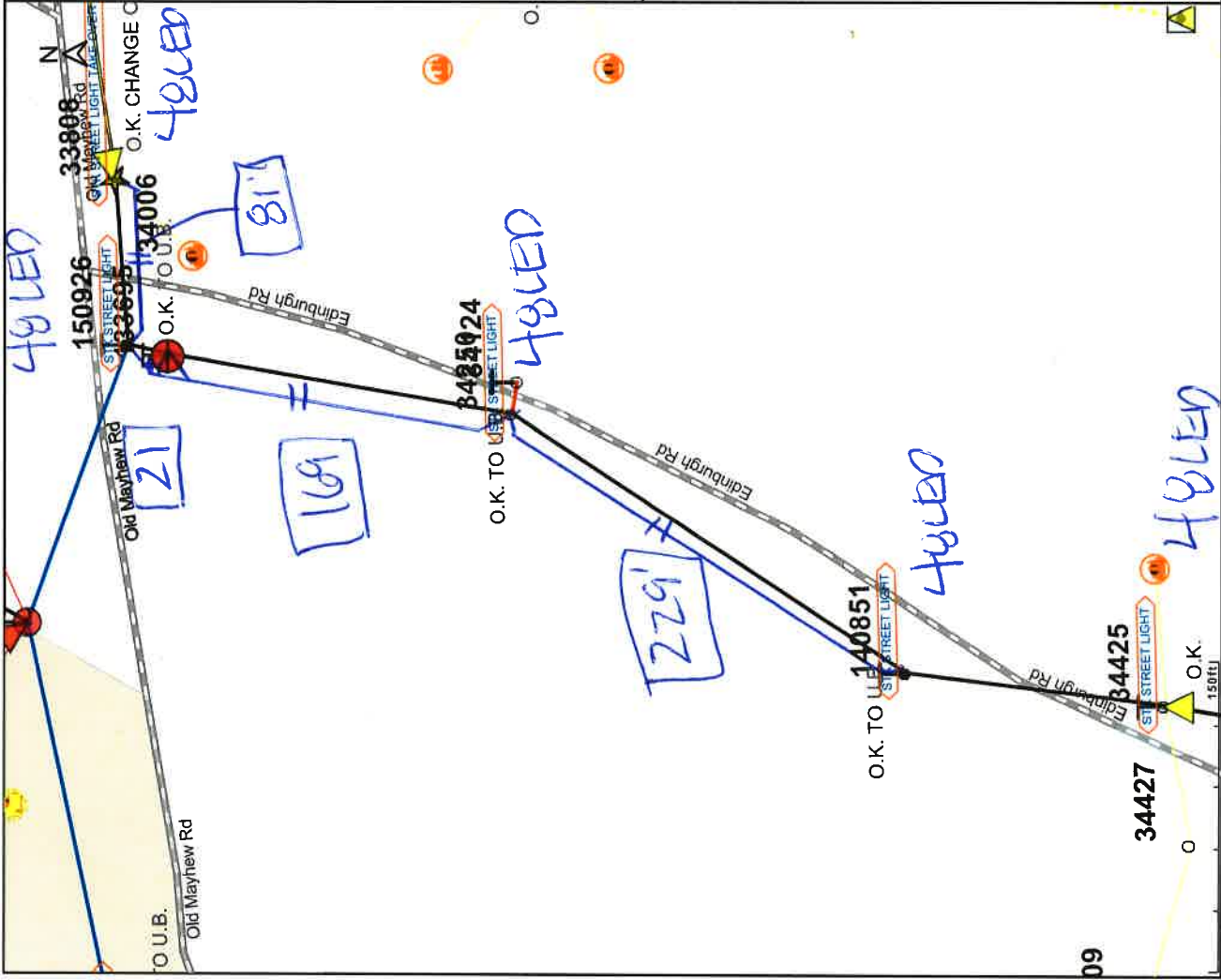


STK STREET LIGHT Backspan 0 Comments: EX (1) 35 EX (2) K11	STK STREET LIGHT TAKE OVER Backspan 0 Comments:	STK STREET LIGHT TAKE OVER Backspan 0 Comments: EX (1) 30-SL EX (1) K11 EX (1) M26-5-48	Main GL#	
JOB BRIEFING Date: _____ Time: _____		Code 219 740C		
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____		Crew Notes: 30-4 1:35-5 5 # K11 3:40 LED 696:62W		



Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:

21



STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT TAKE OVER Backspan 0 Comments:
EX (1) 45 EX (1) A5-2 EX (2) C7-F8 EX (2) E1-2 EX (2) E3-10 EX (1) F1-4S EX (2) GS12 EX (1) M2-11	EX (1) 45 EX (1) C2 EX (1) GS12	EX (1) 40 EX (1) C2 EX (1) E1-2 EX (1) E3-10 EX (1) F1-3S EX (1) GS12 EX (1) M2-11 EX (3) M5-6	EX (1) 40 EX (1) C2 EX (1) E1-2 EX (1) E3-10 EX (1) F1-3S EX (1) G1-25 EX (1) K11 EX (1) M2-11 EX (1) M5-9-OT100A	EX (1) 45 EX (1) C1-1 EX (1) G1-5 EX (1) K11 EX (1) M2-1 EX (1) M26-5-100 EX (2) M5-11-2 EX (1) M5-9-OT100A

JOB BRIEFING

Date: _____ Time: _____

- ☐ Hazards
- ☐ Work Procedures
- ☐ Special Precautions
- ☐ Energy Source Controls
- ☐ Personal Protective Equipment

Employee-In-Charge: _____

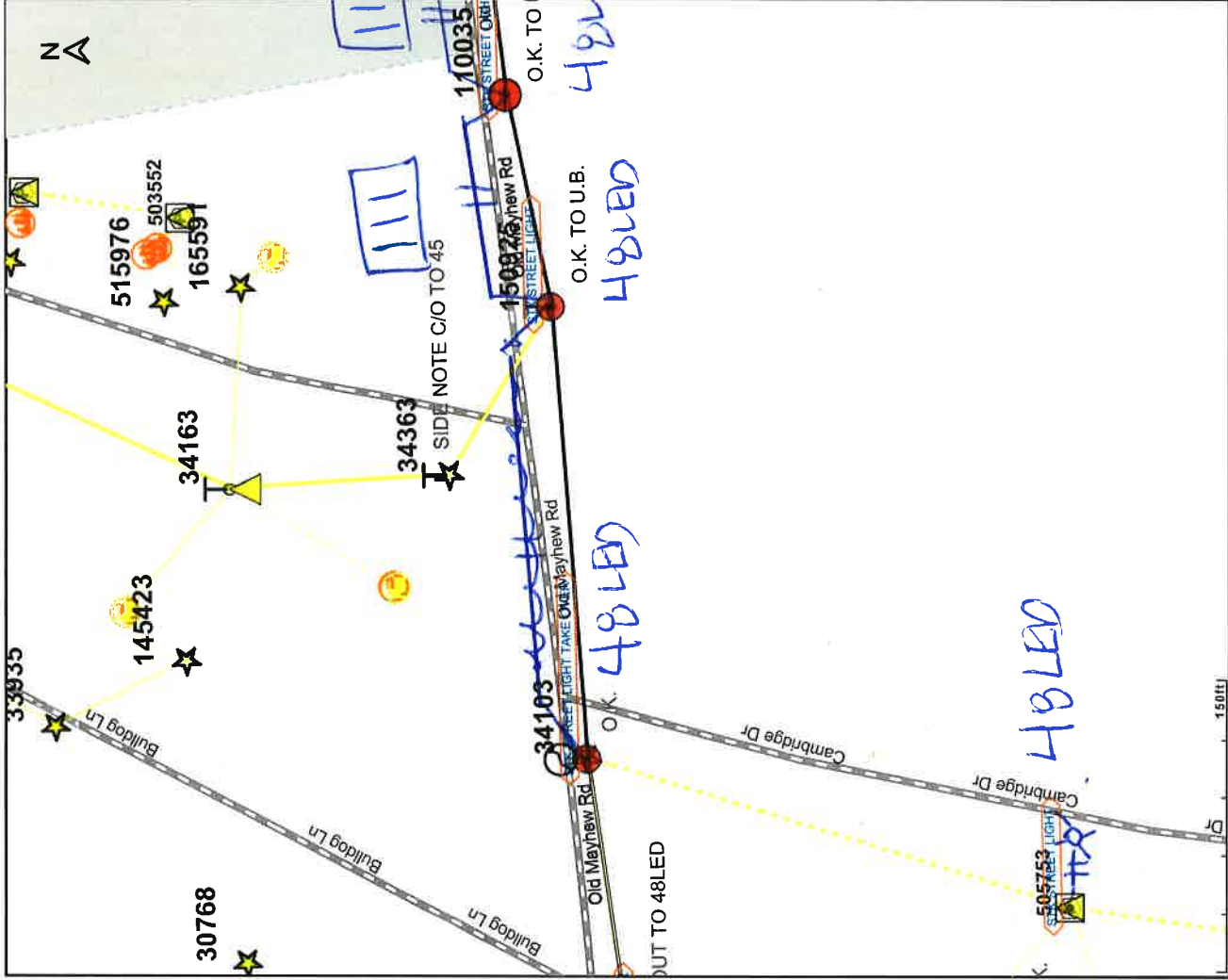
Employee Signatures



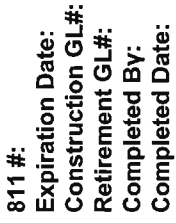
811 #:
Expiration Date:
Construction GL#:
Retirement GL#:
Completed By:
Completed Date:

Physical Location:
Map Location #:
Substation:
County:
CIAC Amount:
Work Order Size:

Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:

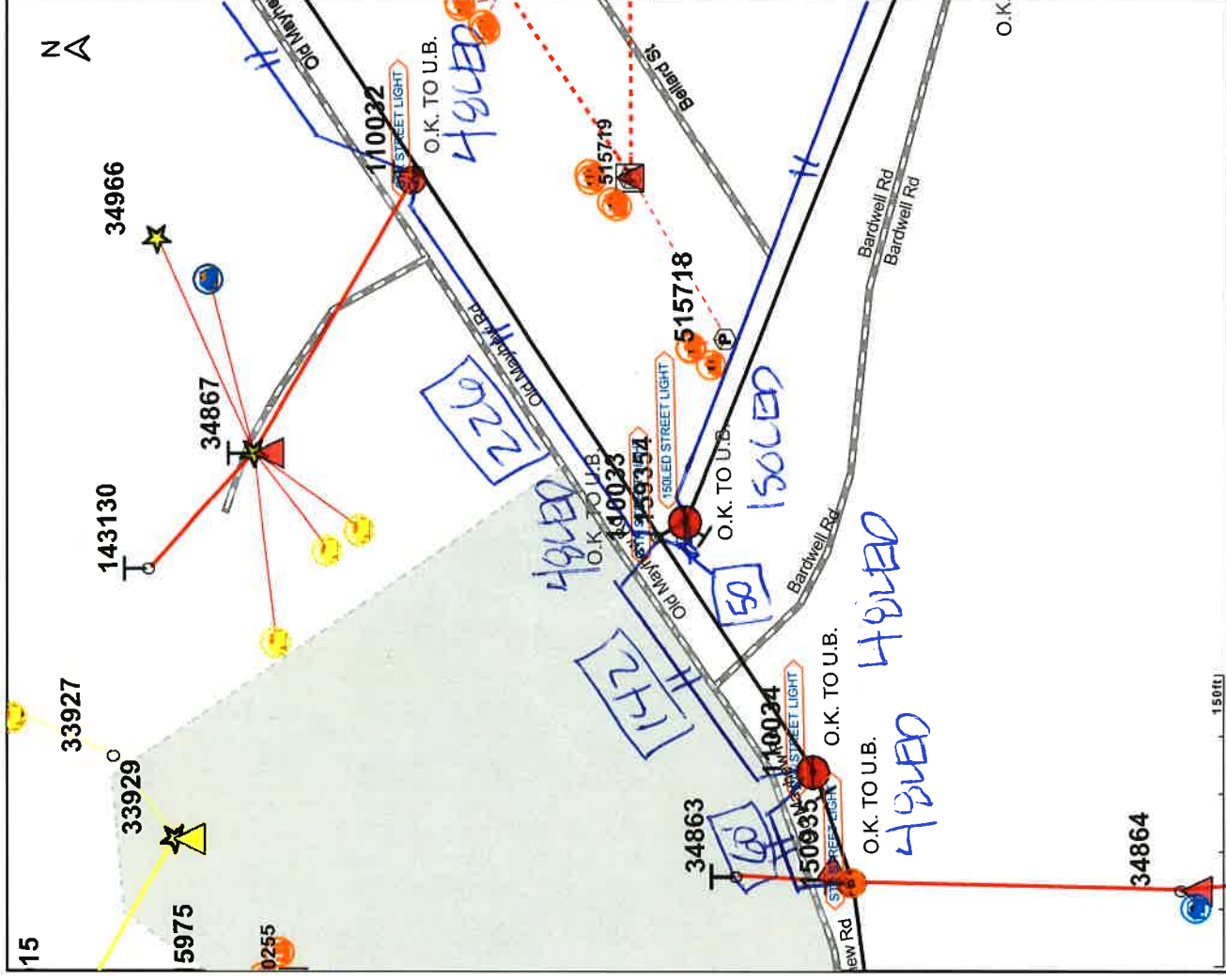


STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT TAKE OVER Backspan 0 Comments:	
EX (1) 45 EX (1) A5-2 EX (1) C1-1 EX (1) E1-2 EX (1) E3-10 EX (1) F1-3S EX (1) GS12 EX (1) M5-9-OT100	EX (1) 45 EX (1) M2-11-4 EX (1) M3-3A-F8	EX (1) 40 EX (1) C1-1 EX (1) K11 EX (1) M2-11 EX (1) M26-5-48 EX (2) M5-11-2 EX (1) UM2	
JOB BRIEFING		Code	Main GL#
Date: _____ Time: _____		219 740C	
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge:		Crew Notes: 4: 48LED 224: 6-20 3: K11 1: 35-05L	
Employee Signatures		Notes: 45: PVC-1 5: 50BS-1 55: URD 2W 10: URD-TR 2: PVC-1 EUR	



Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:

15



150LED STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (4) E1-3 EX (4) E3-10 EX (2) F1-4S EX (4) GS12 EX (1) M2-11-4 EX (1) M3-3A-F8	STK STREET LIGHT Backspan 0 Comments: EX (1) 3W-S EX (1) 50 EX (1) A5-2 EX (1) C3 EX (3) E1-2 EX (3) E3-10 EX (1) F1-4S EX (1) G2-15S EX (4) GS12 EX (1) M2-11 EX (1) M5-9-OT100	STK STREET LIGHT Backspan 145 Comments: EX (145) 336ACSR EX (145) 477ACSR EX (145) 477ACSR EX (145) 477ACSR EX (1) 50 EX (6) BLADE 600-1 EX (1) C7-F10 EX (1) C7-F8 EX (6) E1-2 EX (6) E3-10 EX (3) F1-4S EX (6) GS12 EX (1) J6 EX (1) M2-11 EX (3) M5-20 EX (3) M5-6 EX (3) M5-6S EX (1) PHMB-3	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) A5-2 EX (1) DC-C1-2 EX (1) E1-2 EX (1) E3-10 EX (1) GS12 EX (1) M2-11-4 EX (1) M5-9-OT100	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) DC-C1-2 EX (1) M2-11-4	Main GL#
JOB BRIEFING					
Date: _____ Time: _____					
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____					
Employee Signatures _____ _____ _____ _____					

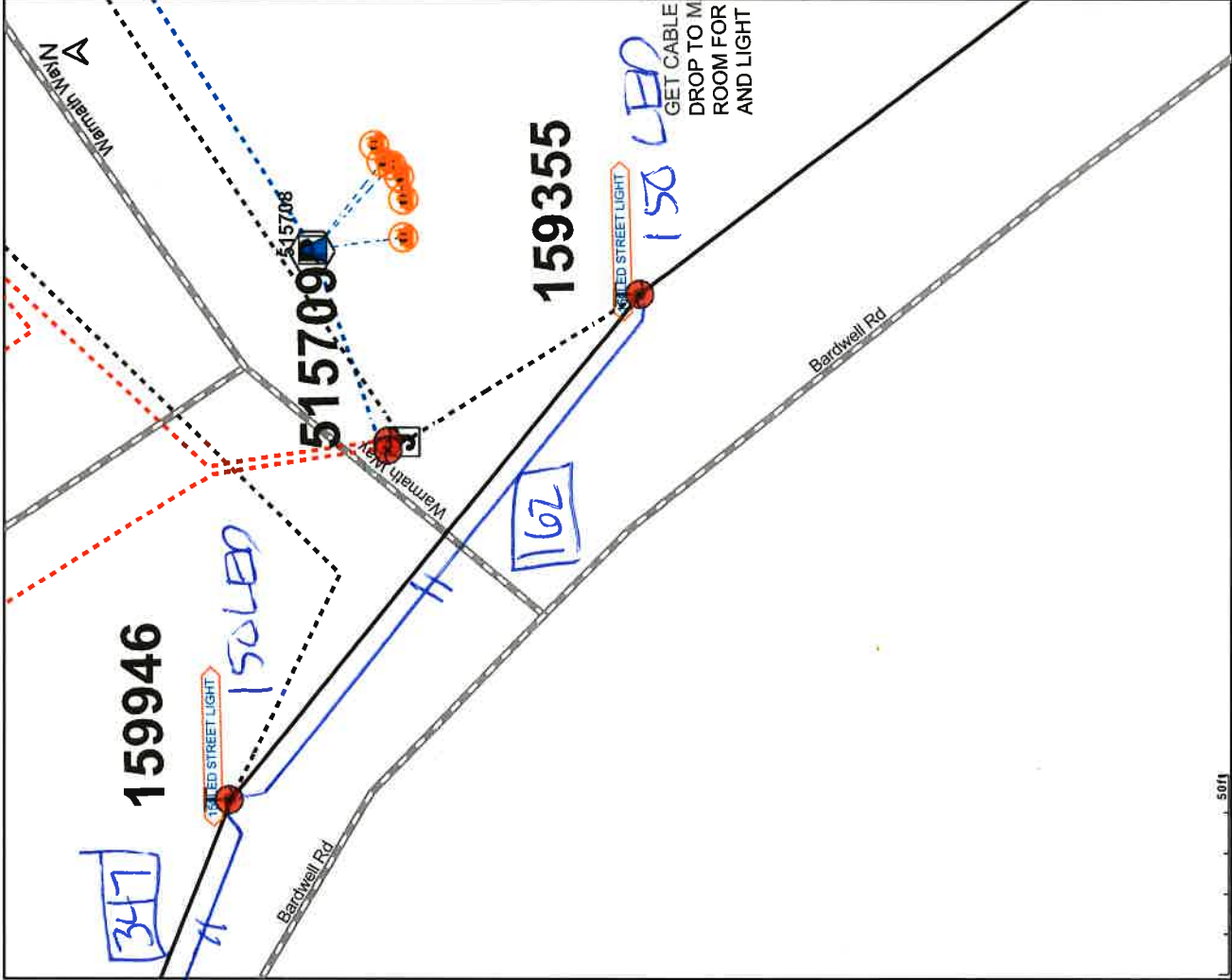
811 #: _____
Expiration Date: _____
Construction GL#: _____
Retirement GL#: _____
Completed By: _____
Completed Date: _____

Physical Location: _____
Map Location #: _____
Substation: _____
County: _____
CIAC Amount: _____
Work Order Size: _____

Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date: _____
Released By: Date: _____



15



150LED STREET LIGHT
Backspan 0
Comments:

- EX (1) 50
- EX (1) C3-1
- EX (3) E1-2
- EX (3) E3-10
- EX (1) F1-4S
- EX (3) GS12
- EX (1) M2-11-4
- EX (3) M5-6R
- EX (3) M5-9-OT100
- EX (5) SOB-24
- EX (15) SOBS-2
- EX (3) UM6-2A(1/0)

150LED STREET LIGHT
Backspan 0
Comments:

- EX (1) 50
- EX (1) C3
- EX (3) E1-2
- EX (3) E3-10
- EX (1) F1-4S
- EX (3) GS12
- EX (1) M2-11-4
- EX (3) M5-6R
- EX (3) M5-9-OT100
- EX (3) PHMB-1
- EX (5) SOB-24
- EX (15) SOBS-2
- EX (3) UM6-2A(1/0)

JOB BRIEFING

Date: _____ Time: _____

- ☐ Hazards
- ☐ Work Procedures
- ☐ Special Precautions
- ☐ Energy Source Controls
- ☐ Personal Protective Equipment
- Employee-In-Charge: _____

Employee Signatures

Main GL#

Code

219 740C

Crew
Notes:

2:150LED
2:1K11
509:6-2W

Notes:



Work Order No: 2015 ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell **Date:** 01/23/2019
Drawn By: **Date:**
Released By: **Date:**

STK STREET LIGHT
Backspan 0
Comments:

EX (1) 50
EX (3) BLADE 600-1
EX (1) C8-1X
EX (6) E1-2
EX (6) E3-10
EX (5) F1-4S
EX (6) GS12
EX (1) J6
EX (1) M2-11
EX (1) M3-3A

Employee Signatures

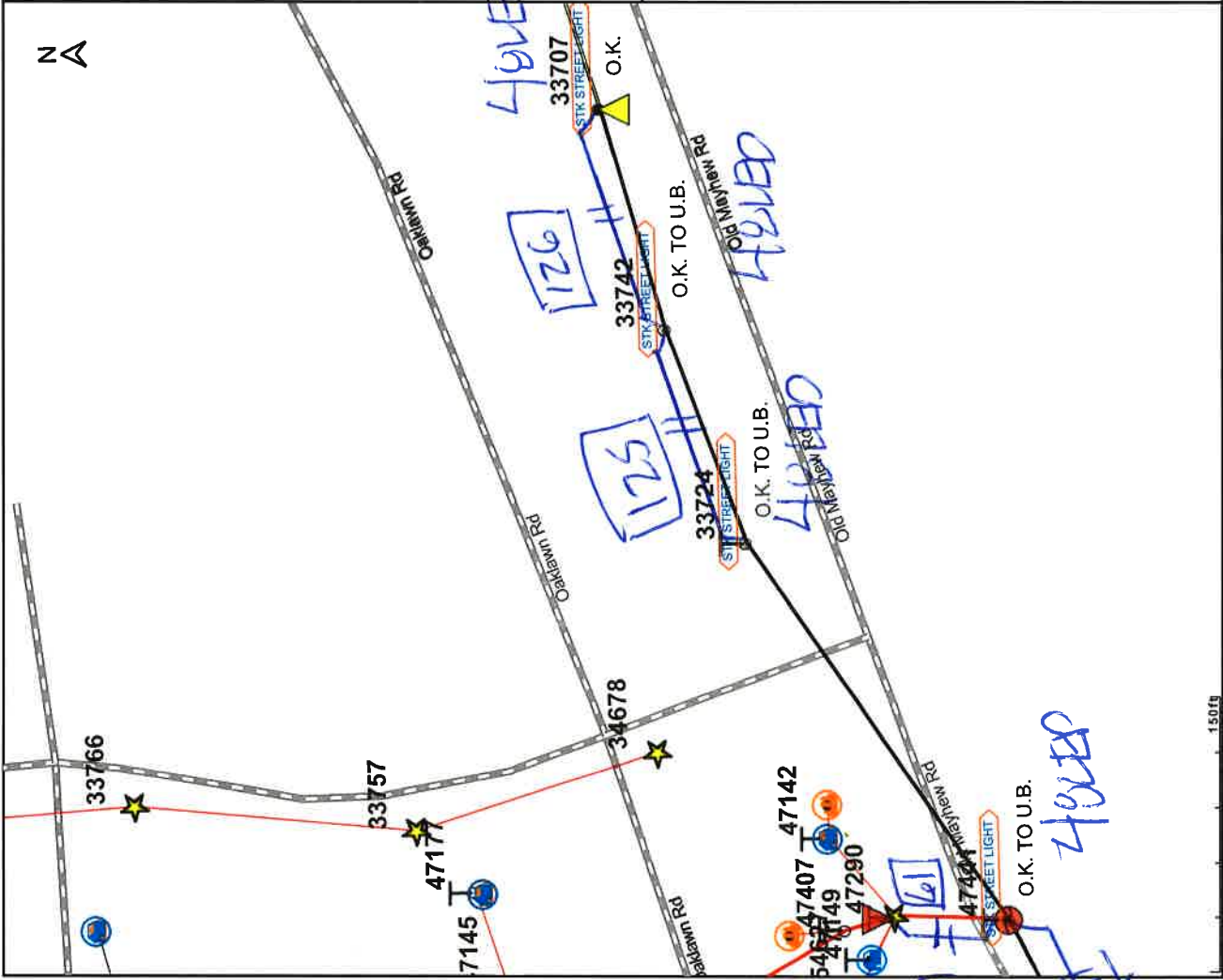
Crew
Notes:

2:48LEN
2:K11
389:6-2W

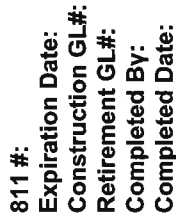
Notes:



Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:

$$\begin{array}{|c|} \hline \text{ } \\ \hline \end{array}$$


STK STREET LIGHT Backspan 0 Comments: EX (1) 55 EX (1) A5-2 EX (1) DC-C2-2X EX (1) E1-2 EX (1) F1-3S EX (1) J10 EX (1) M2-11 EX (1) M5-9-OT100	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) DC-C2-2X EX (3) E1-2 EX (3) F1-3S EX (1) J10 EX (1) M2-11	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) DC-C1-2 EX (1) K11 EX (1) M2-11 EX (5) M5-6 EX (1) M5-6A	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) DC-C1-2 EX (1) M2-11	Code 219 740C	Main GL#
JOB BRIEFING				Date: Time:	
☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge:				Crew Notes:	
Employee Signatures				Notes:	



Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Shaked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:

STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) DC-C1-2 EX (1) K11 EX (1) M2-11	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) A5-2 EX (1) DC-C1-2 EX (1) E1-2 EX (1) E3-10 EX (1) F1-3S EX (1) GS12 EX (1) M2-11 EX (1) M5-10K	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) DC-C1-2 EX (1) M2-1	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) DC-C1-3X EX (1) G1-10 EX (1) J10 EX (1) K11 EX (1) M2-11	STK STREET LIGHT Backspan 0 Comments: EX (1) DC-C1-3X EX (1) J10 EX (1) M2-11 EX (1) M26-5-250 EX (2) UM5	Main GL#
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____ _____ 					Crew Notes: 5:46LED 4:K11 277:6-zw

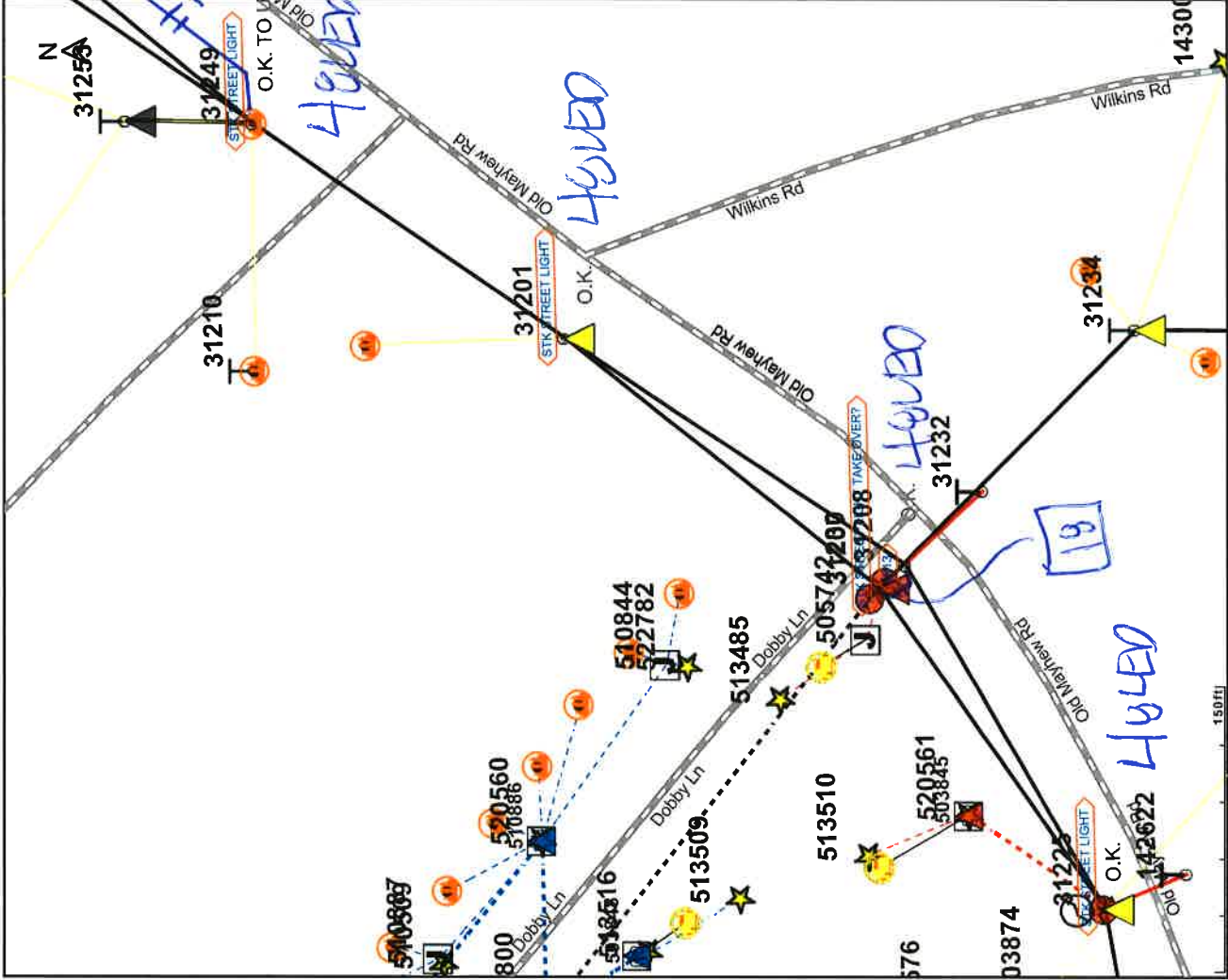


811 #:
Expiration Date:
Construction GL#:
Retirement GL#:
Completed By:
Completed Date:

Physical Location:
Map Location #:
Substation:
County:
CIAC Amount:
Work Order Size:

Work Order No: 2019 ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:

19



2513 Backspan 0 Comments: EX (1) 60 EX (1) C3-1 EX (1) M2-11	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) DC-C2-2X EX (1) J10 EX (1) K11 EX (1) M2-1 EX (1) M26-5-250 EX (1) UM2 EX (1) UM5	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) DC-C1-2 EX (1) G1-10 EX (1) K11 EX (1) M2-1	STK STREET LIGHT Backspan 0 Comments: EX (1) 50 EX (1) C7 EX (1) DC-C1-2 EX (1) E1-2 EX (1) F1-3S EX (1) K11 EX (1) M2-11	STK STREET LIGHT TAKE OVER? Backspan 0 Comments:
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____		Code 219 740C	Main GL#	
Crew Notes: 4.404ED 2-K11 18'.6-2w				
Notes:				



Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:

STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (2) E1-2 EX (2) E3-10 EX (1) F1-4S EX (2) GS1 EX (2) GS12 EX (2) J6 EX (1) M2-11 EX (1) M5-13 EX (1) M5-16 EX (3) M5-6 EX (3) M5-9-OT300 EX (3) PVC-2 ELB EX (4) SOB-24 EX (12) SOBS-2 EX (3) UM6-2A(1/0)	STK STREET LIGHT Backspan 0 Comments: EX (1) 45 EX (1) C7-F8 EX (2) E1-2 EX (2) E3-10 EX (1) F1-4S EX (2) GS12 EX (1) M2-11 EX (1) M5-13 EX (1) M5-16 EX (3) M5-6 EX (3) M5-9-OT300 EX (3) PVC-2 ELB EX (4) SOB-24 EX (12) SOBS-2 EX (3) UM6-2A(1/0)	
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____	Code 219 740C Crew Notes: 2:48LED 3: K11 473:6-BW Notes:	Main GL#

811 #: _____
Expiration Date: _____
Construction GL#: _____
Retirement GL#: _____
Completed By: _____
Completed Date: _____

Physical Location: _____
Map Location #: _____
Substation: _____
County: _____
CIAC Amount: _____
Work Order Size: _____

Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date: _____
Released By: Date: _____



21

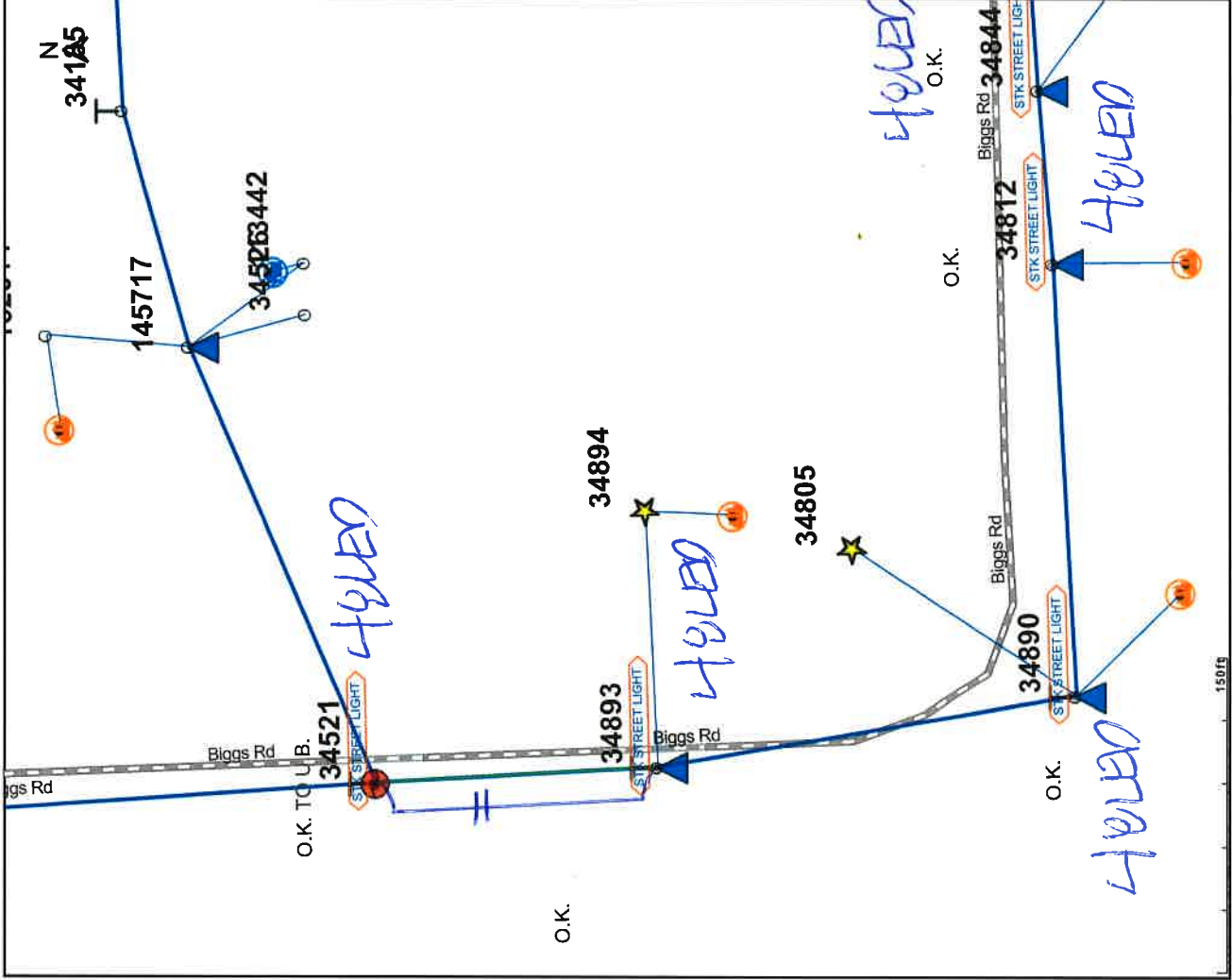
		STK STREET LIGHT Backspan 0 Comments: EX (1) 40 EX (1) A3 EX (1) E1-2 EX (1) F1-3S EX (1) G2-15S EX (1) K11 EX (1) M2-11 STK STREET LIGHT Backspan 0 Comments: EX (1) 40 EX (1) A1 EX (1) E1-2 EX (1) F1-3S EX (1) G5-50 EX (1) K11 EX (1) M2-1 EX (1) M5-6A EX (1) M5-9-OT100A EX (1) PHMB-1 EX (4) SOB-12 EX (8) SOBS-3 STK STREET LIGHT Backspan 0 Comments: EX (1) 40 EX (1) A1 EX (1) G1-25 EX (1) K11 EX (1) M2-9		Code 219 740C Main GL#	
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____		Crew Notes: 4.48LED Notes:			

811 #: _____
Expiration Date: _____
Construction GL#: _____
Retirement GL#: _____
Completed By: _____
Completed Date: _____

Physical Location: _____
Map Location #: _____
Substation: _____
County: _____
CIAC Amount: _____
Work Order Size: _____

Work Order No: 201S ROUTE CUSTOMER MEETINGS

Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE: _____
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: _____ Date: _____
Released By: _____ Date: _____



STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT Backspan 135 Comments:	STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT Backspan 0 Comments:	STK STREET LIGHT Backspan 0 Comments:
EX (1) 40 EX (1) A1 EX (1) G1-15 EX (1) K11 EX (1) M2-11	EX (1) A1 EX (1) G1-15 EX (1) K11 EX (1) M2-11	EX (1) 40 EX (1) A1 EX (1) A5-1 EX (1) E1-2 EX (1) F1-3S EX (1) M2-11 EX (1) M5-9-OT100	EX (1) A2 EX (1) E1-2 EX (1) F1-3S EX (1) K11 EX (1) M2-9	EX (1) 40 EX (1) A6 EX (2) E1-2 EX (2) F1-3S EX (1) G1-15 EX (1) K11 EX (1) M2-11	EX (1) 40 EX (1) A6 EX (2) E1-2 EX (2) F1-3S EX (1) G1-15 EX (1) K11 EX (1) M2-11
Crew Notes:				S. 40LED	
Notes:					

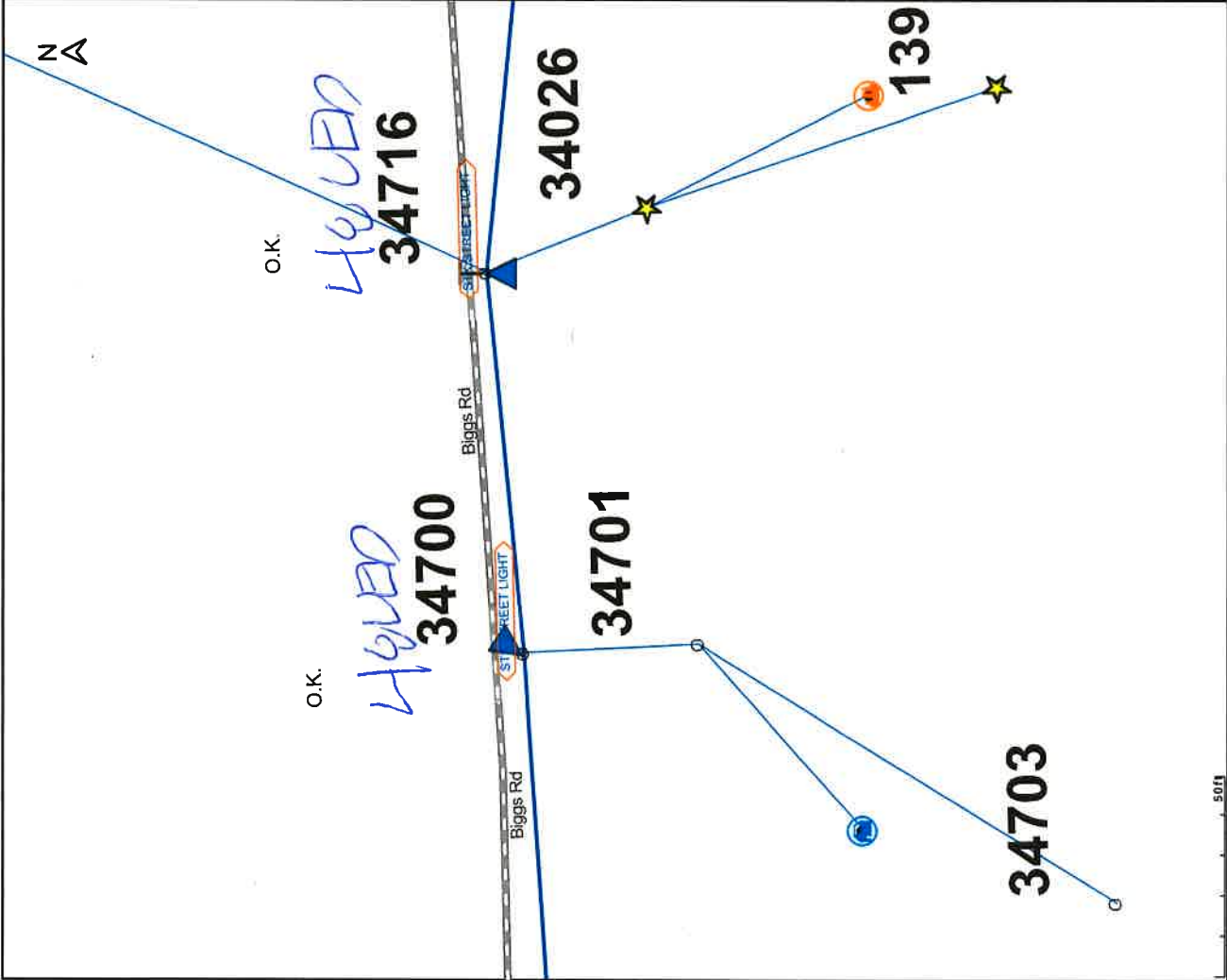


811 #:
Expiration Date:
Construction GL#:
Retirement GL#:
Completed By:
Completed Date:

Physical Location:
Map Location #:
Substation:
County:
CIAC Amount:
Work Order Size:

Work Order No: 201S ROUTE CUSTOMER MEETINGS
Work Order Name: CUSTOMER MEETINGS
WORK ORDER SIZE:
Staked By: Bill Caldwell Date: 01/23/2019
Drawn By: Date:
Released By: Date:

23



STK STREET LIGHT Backspan 0 Comments: EX (1) 40 EX (1) A2 EX (1) E1-2 EX (1) E3-10 EX (1) F1-3S EX (1) G1-15 EX (2) K11 EX (1) M2-9	STK STREET LIGHT Backspan 0 Comments: EX (1) 35 EX (1) A1 EX (1) G1-15 EX (1) K11 EX (1) M2-9
JOB BRIEFING Date: _____ Time: _____ ☐ Hazards ☐ Work Procedures ☐ Special Precautions ☐ Energy Source Controls ☐ Personal Protective Equipment Employee-In-Charge: _____ Employee Signatures _____ _____ _____ _____	
Code 219 740C Main GL#	
Crew Notes: 2:48LED	
Notes:	