



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
October 17, 2023**

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
Berk Huskison

**COO / Human
Resources Director**
Navarrete Ashford

City Clerk / CFO
Lesa Hardin

Utilities General Manager
Edward Kemp



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, OCTOBER 17, 2023
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 19, 2023 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 29, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 3, 2023 REGULAR MEETING 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 HEARINGS

IX. MAYOR'S BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

X. BOARD BUSINESS

1. CONSIDERATION TO REAPPOINT KENNEDY NEAL, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE LIBRARY BOARD OF TRUSTEES WHICH EXPIRED ON SEPTEMBER 30, 2023 FOR A FIVE-YEAR TERM THAT WILL BEGIN OCTOBER 18, 2023 AND END OCTOBER 18, 2028.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

1. DISCUSSION AND CONSIDERATION OF AA 23-01 A REQUEST FOR AN ADMINISTRATIVE APPEAL OF THE DECISION OF THE CITY'S INDEPENDENT CONSULTANT TO DENY APPROVAL OF THE BUILDING DESIGN PROPOSAL OF CADENCE BANK AT 400 UNIVERSITY DRIVE IN A T-5C ZONING DISTRICT.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC. IN AN AMOUNT NOT TO EXCEED \$2,400.00 FOR THE CREATION OF A GIS-BASED STREET MAP AND OFFICIAL CITY STREET REGISTER.
2. CONSIDERATION OF ACCEPTING THE LOW BID FROM PARADIGM CONTRACTORS, LLC IN THE AMOUNT OF \$144,500.00 FOR THE MCKEE PARK PICKLEBALL COURT RESURFACING PROJECT.
3. CONSIDERATION OF APPROVING CHANGE ORDER #1 IN THE AMOUNT OF \$13,500.00 FOR THE COLONIAL HILLS DRAINAGE IMPROVEMENTS PROJECT.
4. CONSIDERATION OF APPROVING THE LOW QUOTE FROM PONDER'S EQUIPMENT SERVICE IN THE AMOUNT OF \$21,600.00 FOR A ROTARY LIFT FOR THE STREETS AND UTILITIES DEPARTMENT MECHANIC.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKETS FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 30, 2023 FOR FISCAL YEAR ENDING 9/30/23 AND AS OF OCTOBER 10, 2023 FOR FISCAL YEAR ENDING 9/30/24, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-9, 21-39-17 AND 21-15-21.
2. REQUEST APPROVAL OF 2023 MUNICIPAL COMPLIANCE QUESTIONNAIRE.
3. REQUEST ACCEPTANCE OF FINAL FISCAL YEAR 2023 BUDGET ADJUSTMENTS.

4. REQUEST ACCEPTANCE OF SEPTEMBER FINANCIAL STATEMENTS.

5. REQUEST ACCEPTANCE OF THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2023 – SEPTEMBER 30, 2024 RE-BID SECTIONS 9 & 10 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR FIRE MARSHAL MARK MCCURDY TO TRAVEL TO VICKSBURG, MS TO ATTEND THE 2023 MFIA FALL SEMINAR IN VICKSBURG) NOVEMBER 1 -3, 2023 AT AN APPROXIMATE COST OF \$800.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE DAVID GREENE AND OLIVIA KEETER AS CIVIL ENGINEER CO-OPS IN THE ENGINEERING DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE WILLIAM MCCORMICK AS AN ENGINEERING ASSOCIATE IN THE STARKVILLE UTILITIES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE DARIAN KING AS A SEASONAL SANITATION WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE CHASE NAYLOR AND SHUAN SERAFINE AS TEMPORARY FULL-TIME EMPLOYEES IN THE STARKVILLE UTILITIES DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE JAMES HOLLINGSWORTH AND WILLIAM TURNER AS TEMPORARY FULL TIME CERTIFIED FIREFIGHTERS.

6. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY SANITATION DIRECTOR CHRIS SMILEY AS A RESULT OF A DISCIPLINARY ISSUE FOR TWO SANITATION WORKERS.

7. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY MUNICIPAL COURT CLERK MONICA LAIRY AS A RESULT OF DISCIPLINARY ISSUES FOR A MUNICIPAL COURT EMPLOYEE.

H. INFORMATION TECHNOLOGY

1. CONSIDERATION OF ADDING THE WEATHER ALERT MODULE TO THE THE STARKVILLE ALERT SYSTEM.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE

- a. REQUEST APPROVAL TO ENTER INTO A CONTRACT, OF THE SOLE BID BY ENTERPRISE FLEET MANAGEMENT, TO LEASE 17 VEHICLES FOR A TOTAL 1-TIME EQUIPMENT COST OF \$85,418.07, PLUS A TOTAL ANNUAL VEHICLE COST OF \$196,866.60 EQUALING A 1-YEAR COST OF \$282,284.67.
- b. REQUEST APPROVAL TO ACCEPT THE FY24 MISSISSIPPI DEPARTMENT OF HOMELAND SECURITY 100% REIMBURSABLE GRANT A23LE347 IN THE AMOUNT OF \$30,000 AND TO PURCHASE 3 LICENSE PLATE READERS AND WARRANTIES AS SOLE SOURCE ITEMS IN THAT THEY ARE THE SAME L6Q CAMERAS WITH THE SAME DEALER (AMERICAN INTEGRATION) AS EXISTING POLICE EQUIPMENT.
- c. REQUEST APPROVAL TO ACCEPT AND ENTER INTO A GRANT AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY, JUSTICE ASSISTANCE FOR A 100% REIMBURSABLE GRANT IN THE AMOUNT OF \$25,000.00 IN OVERTIME AND \$30,795.00 FOR THE LICENSE RENEWAL OF GRAYKEY DIGITAL FORENSIC MOBILE DATA SOFTWARE AND EQUIPMENT.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR THE ELECTRIC AND WATER DIVISIONS OF STARKVILLE UTILITIES, WITH THE INTENT OF AWARDING THE SOURCE OF SUPPLY CONTRACTS FOR JANUARY 1, 2024 THROUGH JUNE 30, 2024.
2. REQUEST AUTHORIZATION TO DECLARE THE 2005 GMC C15 (LAST 4 VIN: 4727) AS SURPLUS AND SELL ON GOVDEALS AND PURCHASE A REPLACEMENT VEHICLE (2023 F250 SERVICE TRUCK) FROM AUTONATION FORD, WHO PROVIDED THE LOWEST QUOTE OF \$63,945.00.

3. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM BIRMINGHAM ALTEC FOR REPAIRS TO THE SERVICE CREW BUCKET TRUCK FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$20,469.08 AND AUTHORIZATION TO RENT A SIMILAR TRUCK FROM GLOBAL RENTAL CO., INCE ON A MONTHLY BASIS AT A RATE OF \$3,200.00 PER MONTH WHILE THE REPAIRS ARE BEING PERFORMED.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PROPERTY SALE/LEASE

XV. OPEN SESSION

XVI. ADJOURN UNTIL NOVEMBER 7, 2023 @ 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: 10-17-23
PAGE: 1 of 75

SUBJECT: Request approval of the minutes of the September 19, 2023 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the September 19, 2023 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
September 19, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on September 19, 2023 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Sandra Sistrunk, Jeffrey Rupp, Mike Brooks, Hamp Beatty, Roy A'. Perkins and Henry Vaughn, Sr. as well as City Attorney Berk Huskison 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 Rupp asked that City Engineer Cody Burnett present an update on the Colonial Hills project and a timeline for the work. He also asked that all citizens in the area be notified of progress.

Alderman Beatty asked about the current status of the Hwy 182 revitalization project. Cody Burnett and Chris Williams discussed grant timelines and current talks with MDOT as to options.

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

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

Alderman Sistrunk offered a motion, duly seconded by Alderman Rupp, to approve the September 19, 2023 Official Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
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, SEPTEMBER 19, 2023
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 1, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2023 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS: INTRODUCTIONS

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES - None

VIII. PUBLIC HEARINGS - None

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING USE BY THE MISSISSIPPI STATE UNIVERSITY STUDENT AFFAIRS IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

B. CONSIDERATION OF APPROVING THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING FOR THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

C. CONSIDERATION OF APPROVING THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING FOR THE VISITORS AND CONVENTION COUNCIL (VCC) IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

D. CONSIDERATION OF AMENDING APPENDIX A TO THE GOLF CART ORDINANCE 2021-05 TO EXEMPT QUALIFYING GOVERNMENT VEHICLES FROM THE REGISTRATION CHARGE.

X. BOARD BUSINESS

1. CONSIDERATION TO APPOINT REBECCA LITTRELL, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE STARKVILLE HOUSING AUTHORITY BOARD (WHICH EXPIRED ON SEPTEMBER 6, 2023) FOR A FIVE-YEAR TERM BEGINNING SEPTEMBER 20, 2023 AND ENDING SEPTEMBER 30, 2028.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE FAA 2023 AIP GRANT 3-28-0068-030-2023 FOR PURCHASE OF WETLAND CREDITS AND PERFORM AIRPORT AIRSPACE ANALYSIS SURVEY IN THE AMOUNT OF \$150,000.00 WITH A CITY MATCH OF \$8,334.00.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING GRANT AGREEMENT MODIFICATION #1 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE HIGHWAY 182 REVITALIZATION PROJECT.
2. CONSIDERATION OF ACCEPTING THE LOWER BASE AND ADDENDUM BID FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF \$221,720.02 FOR THE COLONIAL HILLS DRAINAGE IMPROVEMENTS PROJECT.
3. CONSIDERATION OF APPROVING THE PROPOSAL FROM KIMLEY HORN & ASSOCIATES, INC. FOR VALUE ENGINEERING AND REBIDDING FOR THE HWY 182 REVITALIZATION PROJECT FOR A LUMP SUM OF \$461,747.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 11, 2023 FOR FISCAL YEAR ENDING 9/30/23, 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 FINANCIAL STATEMENTS.
3. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2023 – SEPTEMBER 30, 2024 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY.
4. REQUEST AUTHORIZATION FOR THE CITY CLERK'S OFFICE TO RE-ADVERTISE FOR SOURCE OF SUPPLY FOR SECTIONS 9 AND 10 FOR THE STREET DEPT FOR THE PERIOD OF OCTOBER 1, 2023 – SEPTEMBER 30, 2024.
5. ACCEPTANCE OF 9-30-23 PROPOSED BUDGET ADJUSTMENTS.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR TRAINING CHIEF BRIAN ARNETT, B.C. DEWAYNE DAVIS, B.C. JEROME CLARK AND CAPTAIN JASON WILLIAMS TO TRAVEL TO OKALOOSA ISLAND, FL TO ATTEND THE NORTH FLORIDA FIRE EXPO ON FEBRUARY 7 – 10TH, 2024 AT AN APPROXIMATE COST OF \$3,600.00 (HOTEL, PARKING, REGISTRATION, MEALS AND TRAVEL).

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE CHRIS BUSBY, JOHNNY CORNETT AND WYMAN LEDLOW AS POLICE OFFICERS.
2. REQUEST AUTHORIZATION TO HIRE ZAQUENTIN HALL AND TREVON OUTLAW AS SEASONAL SANITATION WORKERS.
3. REQUEST AUTHORIZATION TO HIRE KEVIN YOUNG AS A STREET MAINTENANCE WORKER II.
4. REQUEST AUTHORIZATION TO HIRE MARTINA CUMMINS AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
5. REQUEST AUTHORIZATION TO HIRE MISTY CLEMENT AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE EARLENE MALONE AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE WARLCHEZ SPENCER AS A SEASONAL WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF A UTILITY BILL INSERT INFORMING THE PUBLIC OF THE NEW STARKVILLE ALERTS SYSTEM FOR A COST OF \$1,845.00.
2. REQUEST APPROVAL OF AN AMENDMENT TO AN AGREEMENT WITH TYLER TECHNOLOGIES TO ADDRESS A LICENSING CHANGE FOR A YEARLY COST OF \$7,400.00 PER YEAR, AND A ONE-TIME CONVERSION FEE OF \$6,555.00 FOR A 1ST YEAR TOTAL OF \$13,955.00.

I. PARKS

1. CONSIDERATION TO ACCEPT THE FISCAL YEAR 2024 BUDGET SUBMISSION OF SFC FOR PARKS AND RECREATION.
2. CONSIDERATION TO ACCEPT T & M STEEL CHANGE ORDER #14 IN THE AMOUNT OF \$162,505.00 FOR ADDITIONAL ELECTRICAL WORK, FREEZER/COOLER INSTALLATION, CONCRETE PAD AND BATHROOM VENT COVERS AND AN ADDITIONAL 90 DAYS.

J. POLICE DEPARTMENT

1. POLICE

- a. CONSIDERATION TO APPLY FOR THE JUSTICE ASSISTANCE GRANT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, \$4,999.70 WITH A LOCAL MATCH OF \$1,249.92.

- b. CONSIDERATION TO APPLY AND PARTICIPATE IN THE STATE OF MISSISSIPPI, FISCAL YEAR 2022 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AT NO COST TO THE CITY.
- c. REQUEST APPROVAL FOR CHIEF MARK BALLARD AND ACCREDITATION MANAGER SHONDA DELOACH TO ATTEND THE 2023 NATIONAL CALEA (COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES) AWARDS CONFERENCE IN BELLEVUE, WASHINGTON ON NOVEMBER 7-12, 2023 WITH TRAVEL EXPENSES NOT TO EXCEED \$6,500.00.

2. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE ONE EIGHT-YARD REAR LOADER GARBAGE TRUCK FROM SANSOM EQUIPMENT AT A COST OF \$164,000.00 DUE TO SANSOM HAVING THE QUICKEST DELIVERY TIME OF BIDS RECEIVED, MEETING ALL SPECIFICATIONS THAT THE DEPARTMENT NEEDS, ALONG WITH SERVICING AND WORKING ON CITY GROUNDS IF NEEDED AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING.

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF RENEWAL OF THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES-ELECTRIC DIVISION.
2. ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM TRANSARMOUR INC. TO PURCHASE A 150KVA 3 PHASE PADMOUNT TRANSFORMER IN THE AMOUNT OF \$26,500.
3. REQUEST APPROVAL TO DECLARE 1992 FLATBED TRUCK (LAST 4 VIN #1449) AS SURPLUS PROPERTY AND TO SELL PER MS CODE §31-7-13(m)(vi) AT \$2,500 TO AMORY UTILITIES, ANOTHER MUNICIPALITY ENTITY.
4. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM BIRMINGHAM ALTEC FOR REPAIRS AND MAINTENANCE FOR THE BACKYARD MACHINE FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$24,049.44.
5. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM USA BLUEBOOK FOR A STERILIZER FOR THE WWTP IN THE AMOUNT OF \$6,269.31.
6. REQUEST APPROVAL OF AN ELECTRIC RATE INCREASE OF 2.5% DUE TO THE ELIMINATION OF THE TVA PANDEMIC CREDIT AND INCREASED OPERATION AND MAINTENANCE COSTS WITH THE EFFECTIVE DATE OF NOVEMBER 1, 2023.
7. REQUEST APPROVAL THAT THE MAYOR EXECUTE A GRANT AGREEMENT IN THE AMOUNT OF \$720,000 WITH THE APPALACHIAN REGIONAL AUTHORITY(ARC) AND SUBSEQUENTLY THE MISSISSIPPI DEVELOPMENT AUTHORITY (MEA) AS APPROVED FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 3, 2023 @ 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 – 38:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 1, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 1, 2023 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2023 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 5, 2023 Meeting of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO APPROVE THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING USE BY THE MISSISSIPPI STATE UNIVERSITY STUDENT AFFAIRS IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the Mississippi State University Student Affairs 2024 budget for the use of the 2% funding in accordance with the 2022 legislative HB 1547” is enumerated, this consent item is thereby approved. Budget follows this page.

5. CONSIDERATION TO APPROVE THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING FOR THE OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY (OCEDA) IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the VCC/CVB 2024 budget for the use of the 2% funding in accordance with the 2022 legislative HB 1547” is enumerated, this consent item is thereby approved. Budget follows Student Affairs budget.



Proposed Distribution of 2024 Food & Beverage Sales Tax Allocation

Distribution:	FY2020	FY2021	FY2022	FY2023	Projected FY2024
Music Maker Productions	165,000	70,000	70,000	180,000	280,000
Bulldog Bash	170,000	170,000	190,000	190,000	220,000
Cowbell Cabs/Uber Student	5,000			20,000	20,000
Old Main Music Festival	30,000	15,000	30,000	30,000	30,000
Lyceum Series	60,000	60,000	60,000	91,000	91,000
Global Lecture Series	20,000	10,000	20,000	53,000	63,000
Total	450,000	325,000	370,000	564,000	704,000

As presented to the Starkville Board of Aldermen

Oktibbeha County EDA - BUDGET

200 East Main Street

662-323-3322

mtagert@starkville.org**FY 2024 Budget****2% Food & Beverage Tax (15%)**

Income	425,000.00
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City of Starkville 2% Food & Beverage Tax	\$ 425,000.00
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Expenses

Industry Relations	75,000.00
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GTRDA/LINK	100,000.00
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Retail Recruitment	15,000.00
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Marketing/Events	55,000.00
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Minority Grants	40,000.00
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NorthStar Industrial Park	50,000.00
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Tourism Development	35,000.00
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Restricted Project Fund (Main Street Redevelopment)	400,000.00
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Total Expenses	\$ 770,000.00
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Net Income	\$ (345,000.00)
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6. CONSIDERATION OF APPROVING THE PROPOSED 2024 BUDGET FOR THE 2% FUNDING FOR THE VISITORS AND CONVENTION COUNCIL (VCC) IN ACCORDANCE WITH THE REQUIREMENTS OF 2022 HOUSE BILL 1547.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the OCEDA 2024 budget for the use of the 2% funding in accordance with the 2022 legislative HB 1547” is enumerated, this consent item is thereby approved. The VCC budget follows this page.

7. CONSIDERATION OF AMENDING APPENDIX A TO THE GOLF CART ORDINANCE 2021-05 TO EXEMPT QUALIFYING GOVERNMENT VEHICLES FROM THE REGISTRATION CHARGE.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of amending Exhibit A to the Golf Cart Ordinance adopted October 5, 2021 reflecting a payment exemption for Government vehicles that fall under this category of street vehicle” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO APPOINT REBECCA LITRELL, THE SOLE APPLICANT, TO FILL A VACANCY WITH THE STARKVILLE HOUSING AUTHORITY BOARD (WHICH EXPIRED ON SEPTEMBER 6, 2023) FOR A FIVE-YEAR TERM BEGINNING SEPTEMBER 20, 2023 AND ENDING SEPTEMBER 30, 2028.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to appoint Rebecca Littrell to fill a vacancy (James Henley is not seeking reappointment) with the Starkville Housing Authority Board which expired on September 6, 2023 for a five-year term beginning September 20, 2023 and ending September 30, 2028” is enumerated, this consent item is thereby approved.

9. CONSIDERATION TO ACCEPT THE FAA 2023 AIP GRANT 3-28-0068-030-2023 FOR PURCHASE OF WETLAND CREDITS AND PERFORM AIRPORT AIRSPACE ANALYSIS SURVEY IN THE AMOUNT OF \$150,000.00 WITH A CITY MATCH OF \$8,334.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the FAA 2023 AIP Grant 3-28-0068-030-2023 for purchase of wetland credits and perform airport airspace analysis survey in the Amount of \$150,000.00 with a City match of \$8,334.00” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO ACCEPT GRANT AGREEMENT MODIFICATION #1 TO THE MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE (MCWI) GRANT FOR THE HIGHWAY 182 REVITALIZATION PROJECT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Grant Agreement Modification #1 to the Municipality and County Water Infrastructure (MCWI) Grant for the Highway 182 Revitalization Project” is enumerated, this consent item is thereby approved. The modification follows the VCC budget.

STARKVILLE CVB BUDGET

200 E. MAIN ST.

662-323-3322

phunt@starkville.org

2% Hotel/Motel Tax

	2023-2024
<u>City Hotel Tax & Main Street Assoc</u>	Budget
Income	
CITY OF STARKVILLE	440,000.00
INTEREST INCOME	40,000.00
Total Income	\$ 480,000.00
Expenses	
OPERATING	174,311.39
GROUP & CONVENTION RECRUITMENT	40,000.00
MAIN STREET ASSOCIATION	25,000.00
DUES - TOURISM MEMBERSHIPS	30,000.00
LEGAL & PROFESSIONAL	3,000.00
FILM	6,000.00
PARTNER TRAINING	2,000.00
DESTINATION DEVELOPMENT	100,000.00
RETIREMENT DEVELOPMENT	5,000.00
Total Expenses	\$ 385,311.39
Net Income	\$ 94,688.61

2% Food & Beverage Tax (15%)

	2023-2024
<u>City of Starkville 2% Food & Beverage Tax</u>	Budget
Income	
CITY OF STARKVILLE FOOD & BEV	450,000.00
Total Income	\$ 450,000.00
Expenses	
MARKETING/ADVERTISING/PROJECTS	456,000.00
PROFESSIONAL DEVELOPMENT	5,000.00
SPONSORED PROGRAMS & GRANTS	62,000.00
MSU_ORIENTATION	10,000.00
CONSULTING SERVICES	8,000.00
Total Expenses	\$ 541,000.00
Net Income	\$ (91,000.00)
Overall Net Income	\$ 3,688.61

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT
AGREEMENT MODIFICATION #1**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 213-1-SW-5.6

SUBAWARD AGREEMENT

This document is a Modification to the Subaward Agreement between the Mississippi Department of Environmental Quality ("MDEQ"), a pass-through entity as defined in 2 CFR 200.1, and City of Starkville, UEI Number: JD6GFW5BX1L3 ("SUBRECIPIENT", and together with MDEQ, the "Parties", and each, a "Party") which was entered into on the 23rd day of March, 2023.

WITNESSETH THAT:

Whereas, MDEQ has determined that a modification of the Agreement is required.

IT IS NOW THEREFORE AGREED BY THE PARTIES THAT:

1) Article 20. **COMPLIANCE WITH LAWS** is revised as follows:

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SUBRECIPIENT along with any sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Further, SUBRECIPIENT agrees to comply with the provisions of Attachment D to this Agreement.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.¹

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022 (Miss. Code Ann. § 49-2-131).²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under the Regulations promulgated by MDEQ.³

2) Attachment D is added to the Agreement as attached.

[SIGNATURE PAGE FOLLOWS]

¹ <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

² <http://billstatus.ls.state.ms.us/documents/2023/pdf/SB/2400-2499/SB2444SG.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Grant-Program-Regulations-revised-12-16-22.pdf>

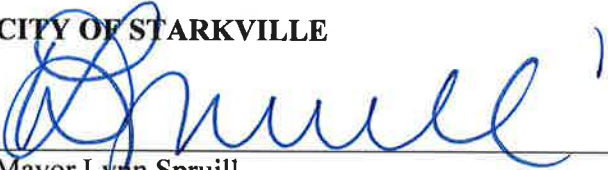
Except as it is modified by the provisions of Agreement Modification No. 1, this Agreement shall remain in full force and effect and all other provisions thereof are hereby incorporated and reaffirmed as if fully set forth herein.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

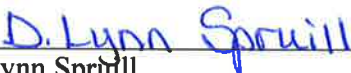
Chris Wells
Executive Director

Date

CITY OF STARKVILLE



Mayor Lynn Spruill
Signature of Authorized Representative



Lynn Spruill
Printed Name



Title



Date

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, SUBRECIPIENT provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to SUBRECIPIENT's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that SUBRECIPIENT may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of SUBRECIPIENT's program(s) and activity(ies), so long as any portion of SUBRECIPIENT's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. SUBRECIPIENT ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. SUBRECIPIENT acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). SUBRECIPIENT understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, SUBRECIPIENT shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. SUBRECIPIENT understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in SUBRECIPIENT's programs, services, and activities.

3. SUBRECIPIENT agrees to consider the need for language services for LEP persons when SUBRECIPIENT develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. SUBRECIPIENT acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon SUBRECIPIENT and SUBRECIPIENT's successors, transferees, and assignees for the period in which such assistance is provided.

5. SUBRECIPIENT understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates SUBRECIPIENT, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates SUBRECIPIENT for the period during which it retains ownership or possession of the property.

6. SUBRECIPIENT shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. SUBRECIPIENT shall comply with information requests, on-site compliance reviews and reporting requirements.

7. SUBRECIPIENT shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. SUBRECIPIENT also must inform the Department of the Treasury if SUBRECIPIENT has received no complaints under Title VI.

8. SUBRECIPIENT must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the SUBRECIPIENT and the administrative agency that made the finding. If SUBRECIPIENT settles a case or matter alleging such discrimination, SUBRECIPIENT must provide documentation of the settlement. If SUBRECIPIENT has not been the subject of any court or administrative agency finding of discrimination, please so state.

11. CONSIDERATION TO ACCEPT THE LOWER BASE AND ALTERNATE BID FROM BURNS DIRT CONSTRUCTION, INC. IN THE AMOUNT OF \$221,720.02 FOR THE COLONIAL HILLS DRAINAGE IMPROVEMENTS PROJECT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low bid from Burns Dirt Construction, Inc. in the amount of \$221,720.02 for the Colonial Hills Drainage Improvements Project which includes add Alternate No. 1 - pouring a concrete bottom in the open ditch” is enumerated, this consent item is thereby approved. The bid tabulation follows this page.

12. CONSIDERATION TO APPROVE THE PROPOSAL FROM KIMLEY HORN & ASSOCIATES, INC. FOR VALUE ENGINEERING AND REBIDDING FOR THE HWY 182 REVITALIZATION PROJECT FOR A LUMP SUM OF \$461,747.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the proposal from Kimley Horn & Associates, Inc. for value engineering and rebidding for the Hwy 182 Revitalization Project for a lump sum of \$461,747.00” is enumerated, this consent item is thereby approved.

The Hwy 182 Revitalization Project has been bid and all bids were rejected for being substantially over budget. This amendment is for Kimley Horn to provide value engineering and redesign services for the Highway 182 Revitalization Project to get the project within budget. Kimley Horn agreement follows the bid tab item 11.

13. CONSIDERATION TO ACCEPT OF THE AUGUST FINANCIAL STATEMENTS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “acceptance of the August, 2023 financial statements” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2023 – SEPTEMBER 30, 2024 SOURCE OF SUPPLY LISTING FOR THE STARKVILLE GENERAL CITY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bids received for October 1, 2023 – September 30, 2024 source of supply listing for the Starkville General City” is enumerated, this consent item is thereby approved. Bids follow Kimley Horn agreement.

15. APPROVAL FOR THE CITY CLERK’S OFFICE TO RE-ADVERTISE FOR SOURCE OF SUPPLY FOR SECTIONS 9 AND 10 FOR THE STREET DEPT FOR THE PERIOD OF OCTOBER 1, 2023 – SEPTEMBER 30, 2024.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to re-advertise for source of supply for sections 9 and 10 for the Street for the period of October 1, 2023 – September 30, 2024” is enumerated, this consent item is thereby approved.

18028 - Colonial Hills Drainage Improvements

Bid Tabulation - September 7, 2023

Base Bid				Engineer's Estimate			Burns Dirt Construction, Inc.			Hodges Rock Solid Land Services, LLC			Michael Box Construction, LLC			Townes Construction Co., Inc.		
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
201-A001	Clearing & Grubbing	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,764.18	\$ 6,764.18	\$ 25,000.00	\$ 25,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00	\$ 2,000.00	\$ 2,000.00	\$ 42.00	\$ 1,008.00	
202-B001	Removal of Concrete Ditch	24.0	SY	\$ 70.00	\$ 1,680.00	\$ 85.22	\$ 2,045.28	\$ 150.00	\$ 3,600.00	\$ 5.00	\$ 120.00	\$ 42.00	\$ 1,008.00	\$ 5.00	\$ 120.00	\$ 42.00	\$ 1,008.00	
202-B002	Removal of Concrete Headwall	1.0	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,632.93	\$ 1,632.93	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 3,000.00	\$ 3,000.00	
202-B003	Removal of Inlet and Junction Box, All Types & Sizes	4.0	EA	\$ 3,000.00	\$ 12,000.00	\$ 903.17	\$ 3,612.68	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	\$ 500.00	\$ 2,000.00	\$ 1,000.00	\$ 4,000.00	
202-B004	Removal of Water Irrigation Lines	500.0	LF	\$ 6.00	\$ 3,000.00	\$ 10.63	\$ 5,315.00	\$ 10.00	\$ 5,000.00	\$ 3.00	\$ 1,500.00	\$ 4.00	\$ 2,000.00	\$ 3.00	\$ 1,500.00	\$ 4.00	\$ 2,000.00	
202-B005	Water Spigot Removal	6.0	EA	\$ 200.00	\$ 1,200.00	\$ 408.45	\$ 2,450.70	\$ 150.00	\$ 900.00	\$ 100.00	\$ 600.00	\$ 150.00	\$ 900.00	\$ 100.00	\$ 600.00	\$ 150.00	\$ 900.00	
202-B006	Removal of 36" Storm Pipe	2260.0	LF	\$ 10.00	\$ 22,600.00	\$ 5.90	\$ 13,334.00	\$ 20.00	\$ 45,200.00	\$ 25.00	\$ 56,500.00	\$ 22.50	\$ 50,850.00	\$ 25.00	\$ 56,500.00	\$ 22.50	\$ 50,850.00	
202-B007	Removal of Yard Drain Pipes	25.0	LF	\$ 18.00	\$ 450.00	\$ 48.71	\$ 1,217.75	\$ 50.00	\$ 1,250.00	\$ 25.00	\$ 625.00	\$ 20.00	\$ 500.00	\$ 25.00	\$ 625.00	\$ 20.00	\$ 500.00	
	Removal of Utility Poles	11.0	EA	\$ 500.00	\$ 5,500.00	\$ 493.70	\$ 5,430.70	\$ 500.00	\$ 5,500.00	\$ 300.00	\$ 3,300.00	\$ 150.00	\$ 1,650.00	\$ 300.00	\$ 3,300.00	\$ 150.00	\$ 1,650.00	
203-F001	Channel Shaping & Grading	4950.0	SY	\$ 5.00	\$ 24,750.00	\$ 1.79	\$ 8,860.50	\$ 10.00	\$ 49,500.00	\$ 2.00	\$ 9,900.00	\$ 7.04	\$ 34,848.00	\$ 2.00	\$ 9,900.00	\$ 7.04	\$ 34,848.00	
203-G001	Excess Excavation (In place volume, paid for by plan measure)	1750.0	CY	\$ 8.00	\$ 14,000.00	\$ 22.75	\$ 39,812.50	\$ 30.00	\$ 52,500.00	\$ 18.00	\$ 31,500.00	\$ 8.50	\$ 14,875.00	\$ 18.00	\$ 31,500.00	\$ 8.50	\$ 14,875.00	
214-A001	Temporary Construction Entrance	1.0	EA	\$ 2,000.00	\$ 2,000.00	\$ 9,208.24	\$ 9,208.24	\$ 50,000.00	\$ 50,000.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	\$ 3,000.00	\$ 3,000.00	\$ 7,500.00	\$ 7,500.00	
217-A001	Ditch Liner (Erosion Control Blanket/Mesh)	4950.0	SY	\$ 8.00	\$ 39,600.00	\$ 1.64	\$ 8,118.00	\$ 7.00	\$ 34,650.00	\$ 10.00	\$ 49,500.00	\$ 3.75	\$ 18,562.50	\$ 10.00	\$ 49,500.00	\$ 3.75	\$ 18,562.50	
225-A001	Establishment of Permanent Grassing	1.5	ACRE	\$ 4,000.00	\$ 6,000.00	\$ 4,175.30	\$ 6,262.95	\$ 5,000.00	\$ 7,500.00	\$ 3,000.00	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00	\$ 3,000.00	\$ 4,500.00	
237-A001	Wattles	40.0	LF	\$ 15.00	\$ 600.00	\$ 21.89	\$ 875.60	\$ 50.00	\$ 2,000.00	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00	\$ 5.00	\$ 200.00	
249-A001	Temporary Rock Check Dam	1.0	EA	\$ 1,500.00	\$ 1,500.00	\$ 614.42	\$ 614.42	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	
262-A001	1" HDPE Water Line	250.0	LF	\$ 15.00	\$ 3,750.00	\$ 7.91	\$ 1,977.50	\$ 40.00	\$ 10,000.00	\$ 10.00	\$ 2,500.00	\$ 9.00	\$ 2,250.00	\$ 10.00	\$ 2,500.00	\$ 9.00	\$ 2,250.00	
262-A002	Water Spigot Connection	1.0	EA	\$ 150.00	\$ 150.00	\$ 652.26	\$ 652.26	\$ 2,500.00	\$ 2,500.00	\$ 300.00	\$ 300.00	\$ 850.00	\$ 850.00	\$ 300.00	\$ 300.00	\$ 850.00	\$ 850.00	
620-A001	Mobilization	1.0	LS	\$ 20,000.00	\$ 20,000.00	\$ 16,709.98	\$ 16,709.98	\$ 20,000.00	\$ 20,000.00	\$ 13,200.00	\$ 13,200.00	\$ 26,540.00	\$ 26,540.00	\$ 13,200.00	\$ 13,200.00	\$ 26,540.00	\$ 26,540.00	
815-A001	Geotextile Type V, Nonwoven (Measured by surface area covered)	125.0	SY	\$ 8.00	\$ 1,000.00	\$ 8.25	\$ 1,031.25	\$ 10.00	\$ 1,250.00	\$ 10.00	\$ 1,250.00	\$ 7.50	\$ 937.50	\$ 10.00	\$ 1,250.00	\$ 7.50	\$ 937.50	
815-B001	Loose Riprap, Size 100	60.0	TON	\$ 100.00	\$ 6,000.00	\$ 81.88	\$ 4,912.80	\$ 120.00	\$ 7,200.00	\$ 100.00	\$ 6,000.00	\$ 82.00	\$ 4,920.00	\$ 100.00	\$ 6,000.00	\$ 82.00	\$ 4,920.00	

Add Alt. No. 1

Item No.	Description	Estimated Quantity	Unit	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
221-A001	Concrete Paved Ditch	440.0	SY	\$ 150.00	\$ 66,000.00	\$ 183.82	\$ 80,880.80	\$ 125.00	\$ 55,000.00	\$ 66.00	\$ 29,040.00	\$ 74.00	\$ 32,560.00
				Add Alt. No. 1	\$ 66,000.00	Add Alt. No. 1	\$ 80,880.80	Add Alt. No. 1	\$ 55,000.00	Add Alt. No. 1	\$ 29,040.00	Add Alt. No. 1	\$ 32,560.00
				Total	\$ 66,000.00	Total	\$ 80,880.80	Total	\$ 55,000.00	Total	\$ 29,040.00	Total	\$ 32,560.00
				Base Bid + Add Alt. No. 1 Total		Base Bid + Add Alt. No. 1 Total		Base Bid + Add Alt. No. 1 Total		Base Bid + Add Alt. No. 1 Total		Base Bid + Add Alt. No. 1 Total	
				Total	\$ 238,780.00	LOW BID		Total	\$ 388,050.00	Total	\$ 222,035.00	Total	\$ 225,951.00

Math Error. Unit Price Governs

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

Alyn Thelton

Signature



September 13, 2023

Chris Williams
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

**RE: *Professional Services Agreement
Utility and Roadway Design Services for HWY 182 BUILD Project - Starkville, Mississippi***

Dear Mr. Williams:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Starkville, Mississippi ("Client") for providing professional engineering services for value engineering and redesign associated with utilities and storm drainage for the HWY 182 BUILD ("Project") within the City of Starkville, Mississippi.

PROJECT UNDERSTANDING

Kimley-Horn understands that the City of Starkville seeks engineering services for the HWY 182 BUILD project related to water, sewer, and stormwater facilities within the project. The previous design was constrained for all underground services to be placed behind the curb. With the City taking ownership of the roadway, these constraints have been relaxed. This effort will evaluate the stormwater and utilities in the project to increase the resiliency of the improvements and reduce the overall construction costs and complexity. It is the goal of the City to incorporate these changes into new construction drawings following MDOT's LPA project development guidelines.

This project will include the calculation of quantities and development of probable construction costs for the proposed work. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Quality is a top priority for Kimley-Horn and the City. The design team will conduct internal quality assurance reviews and respond to comments throughout the construction plans and specifications prior to any from the City or third-party reviewers.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

TASK 1: MEETINGS AND PROJECT MANAGEMENT

The Consultant will provide the following scope of services relating to the LPA and their representative, MDOT and FHWA.

Meetings. Recurring coordination meetings both in-person and virtual. In these meetings, design updates will be presented along with updates on the status of the schedule, estimates for project construction costs, and discussion of current issues as well as BUILD grant reporting tasks. It is expected that the frequency of these meetings will vary during the project from weekly to at a maximum monthly.

Project Team Coordination. The project manager will be responsible for managing the activities of the Kimley-Horn professionals working on the project to communicate project tasks and schedules throughout the duration. The PM will also coordinate with the project subconsultants to manage their tasks and deliverables.

LPA Revisions. Kimley-Horn will coordinate revisions associated with LPA-100 and LPA-700/800.

Development of White Paper. Since this project is funded through the B.U.I.L.D. Grant program there are specific tasks that will be required by the grant recipient (LPA). The Consultant will assist the LPA in meeting these requirements. During this task the Consultant will assist the LPA in development of the White Paper to justify project scope changes along with submission to FHWA and ultimately OST. This task allows for the development of the draft White Paper document with up to 4 scope element changes, one round of revisions from MDOT/FHWA and addressing comments from OST. Additional or future White Papers are not included in this task.

TASK 2: STORMWATER ANALYSIS AND DESIGN

The Consultant will provide the following scope of services relating to the drainage infrastructure design and stormwater analysis.

The Consultant assumes that on-site detention for water quality and quantity will not be needed. If it is determined that the standard diffused flow methodologies cannot handle the water quality requirements and the ultimate outfall ditches cannot handle the post development flows, the Consultant can design stormwater control measures (SCM) as an additional service.

Kick Off Meeting. Meet with the City to determine the design criteria for this project.

Hydraulic Design & Calculations. Develop hydraulic designs for roadside ditches, storm drainage systems, inlet locations, outfall analyses, and final cross pipe designs based on new design criteria. The portion of the project that contains curb and gutter will be evaluated for spread conditions along

the proposed median as well as the existing outside curb lines. The Consultant will complete pre- versus post-outfall analysis.

Utility Conflict Analysis. Collect horizontal and vertical alignments from other utilities along the project corridor to evaluate potential conflicts and required coordination. This review will include the design survey and roadway alignment to coordinate any supplemental field investigation, survey, or coordination needed. Design alignments will be modified throughout the design phases to reflect identified utility conflict coordination needs. As part of this effort, the stormwater network design will be built in Civil3D for a more detailed conflict analysis with exiting and proposed underground utilities.

Site Walk/Field Review. Conduct site walk with the City and project stakeholders to review alignments to observe potential conflicts, note potential alignment improvements, and photo document current site conditions. A single site walk with 2 team members is anticipated to promote effective coordination and constructability within the design plans and specifications.

Construction Drawings. Prepare construction drawings for storm drain systems, inlets, ditches, crossing pipes. Plan and profile drawings will be prepared at a 1:20 plan view and horizontal scale and a 1:5 vertical scale. Drainage features will be indicated on the plan/profile sheets for the purposes of identifying right of way and easement requirements. Profile view will include perpendicular utility crossings. Comments received from the PS&E review will be addressed in writing and incorporated into the final plans. A hydraulic summary sheet and a tabulation of drainage related quantities will be developed.

Construction Specifications. Prepare construction specifications for the sanitary sewer and potable water design. Specifications will be based on the latest revision of City of Starkville standard construction, material, and appurtenance specifications.

TASK 3: WATER AND SEWER RELOCATIONS

The Consultant will provide the following scope of services relating to the potable water and sanitary sewer relocations.

Kick Off Meeting. Conduct an in-person project kick-off meeting to review the scope of work and confirm design parameters, goals, and preferences with the City of Starkville and Starkville Utilities. This meeting will be followed up by meeting minutes documenting decisions and key take aways for design and specifications.

Data Review. Review information referenced from the prior design effort and collect additional pertinent information for the potable water, sanitary sewer, and appurtenance designs. This task will include a site visit to verify needed information has been collected and missing infrastructure located.

Hydraulic Modeling. Utilize the existing water model calibrated by Kimley-Horn under separate contract to evaluate consolidation of water mains along the project corridor. The results of this model will be reviewed with the Client prior to implementing the findings in the design plans.

Regulatory Review. Review regulatory guidelines for the construction and permitting of potable water and sanitary sewer mains.

Utility Conflict Analysis. Collect horizontal and vertical alignments from other utilities along the project corridor to evaluate potential conflicts and required coordination. This review will include the design survey and roadway alignment to coordinate any supplemental field investigation, survey, or coordination needed. Design alignments will be modified throughout the design phases to reflect identified utility conflict coordination needs.

Site Walk/Field Review. Conduct site walks with the City and Starkville Utilities to review alignments to observe potential conflicts, note potential alignment improvements, and photo document current site conditions. Up to three (3) site walks are anticipated to promote effective coordination and constructability within the design plans and specifications.

Construction Drawings. Prepare construction drawings for the sanitary sewer and potable water design. All drawings will be prepared in MicroStation software. Plan and profile drawings will be prepared at a 1:20 plan view and horizontal scale and a 1:5 vertical scale for potable water and gravity sewer. Design plans will include plan and profile for the potable water and sanitary sewer alignments, removal/abandonment sheets, and construction details. Profile view will include perpendicular utility crossings.

Construction Specifications. Prepare construction specifications for the sanitary sewer and potable water design. Specifications will be based on the latest revision of Starkville Utilities' standard construction, material, and appurtenance specifications.

TASK 4: ROADWAY MODIFICATIONS

The Consultant will provide the following scope of services relating to modifications of the previous roadway design.

Plan Scale Adjustments. Revise the current plan sheet layout to utilize a scale of 1"=20' to provide greater detail, along with prepare additional blow-ups at 1"=10' for high conflict areas.

Cross Section Modifications. Revise the current design cross sections to incorporate the removal of the existing concrete roadway. The current design shows the concrete pavement remaining in place in most locations with an asphalt overlay. Planned revisions to the storm drainage design will necessitate the removal of large sections of the concrete.

Driveways. Prepare individual driveway profiles for each of the forty-three (43) drives located along the project corridor. Profiles will be prepared at a scale of 1"=20' H and 1"=2' V and will show the tie points at each property.

Demolition Plans. Prepare a series of Demolition plans for the project corridor, identifying all known existing features that are to be removed as a part of the project construction. Items will be labeled as remaining, removed, or abandoned in place.

Traffic Control Plan. The Traffic Control Plans, details, and phasing notes will be modified to show revised construction concepts of full and partial roadway closures as well as construction on a block-by-block basis.

Hardscape and Landscape Adjustments. Based on changes to the overall site plan, including but not limited to, roadway design, drainage design and structure locations, utility placement, and bike/pedestrian circulation. Consultant will modify all hardscape plans and details to accommodate the updated design. Roadway and pedestrian light pole and fixture alternatives and placement will be evaluated in an effort to reduce construction costs. If necessary, lighting details will be updated to correspond with new pole and/or fixture selections. Landscape and irrigation plans will be modified to correspond with the updated overall site plan and hardscape plans.

Quantities and Pay Item Adjustments. Based on all of the changes to the proposed designs described in Tasks 2, 3, and 4, the estimated quantities will be recalculated and retabulated. The new quantities will also be added to the online MDOT SQS Worksheet generator for inclusion in the plan set and bidding documents.

Cost Estimates. As part of the MDOT project development process, an updated cost estimate will be developed for the project. The cost estimate will be based on MDOT bid tabs, local contract unit prices, and feedback from contractors. It is planned to be revised based on feedback from the city/MDOT and submitted as part of the PS&E Assembly

TASK 5: PLAN ASSEMBLY AND BIDDING ASSISTANCE

The Consultant will provide the following scope of services relating to plan assembly and bidding assistance.

Plan Assembly and Bidding Assistance. Assist the LPA in advertisement of the project. Services related to this task include Assembly of the PS&E package include certifications (ROW, Utility, Encroachment, Hazardous Waste, Asbestos, if needed), letters, forms, specifications. Consultant will support the advertisement process with printing of plans and specifications, coordination, attendance at pre-bid and bid-opening meetings, and assistance in reviewing bids.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 5 for the total lump sum fee below. Individual task amounts are informational only. Any permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Project Management and Meetings	\$46,622
Task 2	Stormwater Analysis and Redesign	\$110,929
Task 3	Water and Sewer Relocations	\$138,547
Task 4	Roadway Modifications	\$114,273
Task 5	Plan & Proposal Assembly and Bidding	\$51,376

Total Lump Sum Fee	\$461,747
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Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Starkville.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

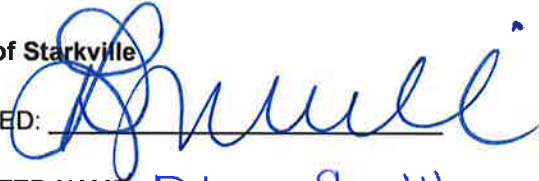
Sincerely,

Kimley-Horn and Associates, Inc.



Clark Bailey, P.E.
Project Manager

City of Starkville

SIGNED: 

PRINTED NAME: D. Lynn Spruill

TITLE: Mayor

DATE: 9.19.2023

Client's Federal Tax ID: 64-6001082

Client's Business License No.: N/A

Client's Street Address: 110 West Main St.
Starkville, MS 39759

Attachment – Request for Information
Attachment – Standard Provisions

Request for Information

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

Client Identification

Full, Legal Name of Client	City of Starkville				
Mailing Address for Invoices	110 West Main / Starkville				
Contact for Billing Inquiries	Chris Williams				
Contact's Phone and e-mail	cwilliams@cityofstarkville.org				
Client is (check one)	Owner	☐	Agent for Owner	☒	Unrelated to Owner

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the

Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate

to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.

- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
 - a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

HWY 182 Utility Design & Roadway Adjustments Starkville, MS

TASK DESCRIPTION	LABOR									TOTAL LABOR FEE	TOTAL HOURS
	PIC	Project Manager	Senior Engineer	Engineer II	Engineer I	Engineer Tech	Landscape Architect	Analyst	Clerical		
	\$307	\$220	\$276	\$173	\$147	\$138	\$151	\$116	\$129	\$481,747	3,121

Task 01 – Project Management and Meetings

	3.0	66.0	26.0	48.0	44.0	23.0	20.0	0.0	16.0	\$46,822	260
Coordination meetings with City, MDOT, FHWA (Assumed 6 Month Project Duration)	2	20	8	8	8	15	8			\$13,053	69
Coordination with Owner's Rep		16	4	8	8					\$7,182	36
Monthly Invoicing and Progress Reports		4				8			16	\$4,044	28
PS&E Review Meeting		4	4	8	4		4			\$4,580	24
Pre-Bid Meeting		4	4	4			4			\$3,280	16
Bid Opening		4		4						\$1,573	8
BUILD Grant Coordination		8	4	8	4		4			\$5,440	28
Development and Submittal of White Paper	1	8	4	8	20					\$7,489	41

Task 02 – Stormwater Analysis and Redesign

	3.0	24.0	37.0	111.0	232.0	115.0	0.0	220.0	0.0	\$110,929	742
Calculate Drainage Area & Flow Rate For Cross Drains, Side Drains, & Ditches			1	2	30					\$5,022	33
Develop Storm Drain Models		4	8	25	45			20		\$16,329	102
Site Visit & Review		4		8	8			12		\$4,827	32
Details		1	2	12	20					\$5,784	35
Conflict Analysis and Coordination			1	4	8			8		\$3,067	21
Plan & Profile Production			2	10	30	50		40		\$18,196	132
Notes in Plan/Profile View			2	4	4	40		20		\$9,653	70
Build Drainage Network in Civil3D (conflict coordination)			4					30		\$4,569	34
Details			1	4	4	20				\$4,311	29
Special Design Details		2	2	4	25	5		20		\$8,351	58
Preliminary Quantities Calculations				2	8			20		\$3,831	30
Preliminary Cost Estimate			2		12			8		\$3,236	22
Final Quantity Estimate		1		2	8			12		\$3,127	23
Final Cost Estimate	1		2	8						\$2,244	11
Special Provisions		4	2	2	30			10		\$7,333	48
PS&E Comment Revisions		2		12				20		\$4,831	34
Quality Assurance/ Quality Control	2	6	8	12						\$6,218	28

Task 03 – Water and Sewer Relocations

	11.0	10.0	50.0	235.0	0.0	0.0	0.0	679.0	0.0	\$138,547	985
Kick Off Meeting w/City & Utilities to Discuss Goals & Preferences		1	8	8						\$3,811	17
Data Review & Identify Missing Information	1		1	8				15		\$3,702	25
Hydraulic Modeling			1	8				20		\$3,973	29
Preliminary Water Alignment			2	10				30		\$5,751	42
Preliminary Sewer Alignment			2	10				30		\$5,751	42
Franchise Utility Conflict Analysis				2				5		\$924	7
Drainage, Landscaping, Roadway Conflict Analysis	1		2	10				20		\$4,902	33
Site Walk/Field Review		1	2	8				10		\$3,313	21
Adjust Preliminary Alignments				5				25		\$3,756	30
Finalize Water Alignment			3	15				25		\$6,316	43
Finalize Sewer Alignment			3	15				25		\$6,316	43
Site Walk/Field Review		1	2	8				12		\$3,544	23
Adjust Alignments				5				25		\$3,756	30
Plan & Profile Production			2	10				180		\$23,084	192
Demo/Abandonment Sheets			2	15				30		\$6,618	47
Details Production			1	5				25		\$4,031	31
Specifications	1		2	15				35		\$7,502	53
Review Workshop	2	2	2	6				15		\$4,378	27
Respond to Workshop Comments			2	4				25		\$4,133	31
Site Walk/Field Review			2	8				12		\$3,324	22
Sheet Clean-up and Organization			1	5				15		\$2,876	21

HWY 182 Utility Design & Roadway Adjustments Starkville, MS

TASK DESCRIPTION	LABOR								TOTAL LABOR FEE	TOTAL HOURS	
	PIC	Project Manager	Senior Engineer	Engineer II	Engineer I	Engineer Tech	Landscape Architect	Analyst			Clerical
	\$307	\$220	\$276	\$173	\$147	\$138	\$151	\$116			\$129
Estimate Quantities			1	6				25		\$4,204	32
Cost Estimate	2	1	1	6				15		\$3,882	25
QA/QC Review	2	2	4	10				5		\$4,467	23
QA/QC Revisions				15				30		\$8,067	45
Owner Review	2	2	4	10				10		\$5,044	28
Respond to Owner Comments				8				15		\$3,120	23

Task 04 – Roadway Modifications

	1.0	29.0	22.0	115.0	142.0	0.0	32.0	484.0	0.0	\$114,273	825
Vertical Alignment Design											
Sidroad regrading				4				8		\$1,618	12
Driveway Profile design and plans prep		2		20				40		\$8,529	62
Intersection Design											
Evaluate Sign Distance (11 Intersections)				1				6		\$857	7
Cross Sections											
Determine Proposed Template Criteria (Mainline and 11 Sideroads)		1	2	2				6		\$1,811	11
Generate Proposed Templates (Mainline and 11 Sideroads)				2				20		\$2,658	22
Incorporate Storm and Utilities (Mainline and 11 Sideroads)		4	4		40			40		\$12,471	88
ROW Determination											
Determine slope limits from cross sections and label				1	2					\$467	3
Traffic Control Plan											
Evaluate Construction Phasing		2	2							\$991	4
TCP Design				4	16			16		\$4,889	36
TCP Typical Sections				1				4		\$636	5
Typical Sections											
Adjust Paving Details and Notes			1					4		\$738	5
Summary of Quantities	1	2								\$747	3
Adjust SQ Sheets				4				16		\$2,542	20
Adjust pay items		1	1	4				8		\$2,113	14
Edit/Update MDOT SQS		2		4				8		\$2,058	14
Add/Edit Footnotes				2				4		\$809	6
Estimated Quantity Sheets											
Earthwork (phased if necessary)				2				8		\$1,040	8
Permanent Erosion Control				1				2		\$404	3
Traffic Control				1				4		\$636	5
Pavement Marking (permanent and temporary)				1				2		\$404	3
Removal Items								4		\$462	4
Guardrail				1				2		\$404	3
Permanent Signing				1				2		\$404	3
Incidental Construction Items		1		2				4		\$1,029	7
Quantity Calculations				4				36		\$4,853	40
Plan Profile Sheets											
Adjust for larger scale		1		2				24		\$3,340	27
Sheet Clean-up and Organization				2				16		\$2,196	18
Traffic Control Detail Sheets											
Updates to Phasing Narrative		2		4						\$1,133	6
Construction Signing Detail		2		1				4		\$1,076	7
TCP Sheets				8				16		\$3,236	24
Retaining Walls											
Horizontal and Vertical Design				2				8		\$1,271	10
Incorporate into roadway cross sections				2				8		\$1,271	10
Traffic Signal Sheets											
Traffic Signal Plan Sheets		1		2				8		\$1,491	11
Traffic Signal Wiring				2				8		\$1,271	10
Demolition Sheets		1	2	20	40			40		\$14,727	103
Determine Necessary Standard Drawings		1		2						\$567	3
Quality Review and Revisions		2	10		24			24		\$9,489	60
Hardscape & Landscape Modifications											
Hardscape Plans		1					4	10		\$1,980	15
Hardscape Detailing							4	4		\$1,067	8

HWY 182 Utility Design & Roadway Adjustments Starkville, MS

TASK DESCRIPTION	LABOR									TOTAL LABOR FEE	TOTAL HOURS
	PIC	Project Manager	Senior Engineer	Engineer II	Engineer I	Engineer Tech	Landscape Architect	Analyst	Clerical		
	\$307	\$220	\$276	\$173	\$147	\$138	\$151	\$116	\$129	\$461,747	3,121
Lighting Alternatives & Plans		1					8	20		\$3,740	29
Lighting Details							4	16		\$2,453	20
Landscape Plans							4	16		\$2,453	20
Irrigation Plans							8	20		\$3,520	28
Submit PS&E Review Plans											
Add, edit, modify standard and special provisions		1		4	12					\$2,673	17
2 Multi-Page PDF Files For Plans & Cross Sections					2					\$293	2
Complete/Submit Phase B Checklist		1		2	2					\$750	5
Submit Quantity Calculations (1 multi-page pdf)		1			2					\$403	3
Submit CADD Files					2					\$293	2

Task 05 – Plan & Proposal Assembly and Bidding

	1.0	59.0	10.0	64.0	60.0	0.0	28.0	97.0	0.0	\$51,376	319
PS&E Assembly											
Compose Letters		1			4					\$807	5
Compile Forms					4					\$587	4
Print Plans		1			8		10			\$2,904	19
Special Provisions		8	2	12	20		10			\$8,836	52
Assemble Specifications		4		8						\$2,267	12
Material Checklist		1		4						\$913	5
MDOT Coordination		8		12						\$3,840	20
Advertisement											
Print Plans and Specifications					8			25		\$4,062	33
Prepare Advertisement		8						20		\$4,071	28
Bidder Coordination		12	8	12	16		8	8		\$11,404	64
Issue Addenda (up to 2)		8						16		\$3,609	24
Receive and Evaluate Bids	1	4		8				8		\$3,498	21
Assemble Bids and Submit		4		8				20		\$4,578	32

Summary

	19	190	147	573	478	138	80	1,480	16	\$461,747	3,121
Task 01 – Project Management and Meetings	3	68	28	48	44	23	20	0	16	\$46,622	250
Task 02 – Stormwater Analysis and Redesign	3	24	37	111	232	115	0	220	0	\$110,929	742
Task 03 – Water and Sewer Relocations	11	10	50	235	0	0	0	679	0	\$138,547	985
Task 04 – Roadway Modifications	1	29	22	115	142	0	32	484	0	\$114,273	825
Task 05 – Plan & Proposal Assembly and Bidding	1	59	10	64	60	0	28	97	0	\$51,376	319

PUBLIC WORKS: STREETS

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

	G&C Supply	Vulcan Signs	Custom Products Corp		
12" x 6"	\$6.68	\$4.02	\$5.79		
12" x 18"	\$10.95	\$10.40	\$13.77		
12" x 36"	\$18.82	\$15.21	\$25.36		
18" x 18"	\$16.59	\$11.82	\$20.46		
18" x 24"	\$19.01	\$15.21	\$25.36		
24" x 24"	\$24.83	\$20.28	\$33.25		
24" x 30"	\$29.99	\$25.35	\$42.17		
30" x 30"	\$37.13	\$31.68	\$51.25		
36" x 36"	\$54.48	\$45.63	\$74.92		
48" x 24"	\$49.79	\$40.56	\$65.60		
48" x 48"	\$99.58	\$81.12	\$130.00		
24" x 24" stop sign	\$23.19	\$18.68	\$33.06		
30" x 30" stop sign	\$35.62	\$29.21	\$49.58		
36" x 36" stop sign	\$51.28	\$42.08	\$74.57		
30" yield	\$28.34	\$16.70	\$26.65		
36" yield	\$39.27	\$22.82	\$35.30		

Section 2: Sign brackets, anchor plates, round tubular posts, post caps, post reflectors and round posts. *Dept will have to review to see what bid will be the lowest and best bid

	G&C Supply	Vulcan Signs	Custom Products Corp		
Brackets to mount signs to round post	\$5.95	\$3.95 Single side post clamp	\$6.30 5.5" blade holder silver rpb922f		
Round post anchor plates	\$3.25	\$49.55	\$2.58		

		Poz Loc surface mount for 2 3/8" RD post	Part ba080aplate238 quoted		
Tamper proof brackets for round post	\$.72	\$5.60 5 1/2 blade holder cap	No bid		
Round tubular post- standard for all signs to be installed 2 3/8" x 10'	\$33.76	\$34.77	\$33.65 No free freight on post, city will pay freight *16gauge/.065		
2 3/8" x 12'	\$40.40	\$41.72	\$39.51 No free freight on post, city will pay freight *16gauge/.065		
Double sided sign mounting bracket for 2 3/8" round post	\$5.25	\$5.95	\$7.65 Part rpb2bb832 quoted		
Single sided sign mounting bracket for 2 3/8" round post	\$4.90	\$3.95	\$5.92 Part rpb2bb832 quoted		
Post cap for 2 3/8" round post	\$3.00	\$5.60 5 1/2 blade holder cap	\$6.30 Rpb922f 55" blade		
Anchor plate for 2 3/8" round post	\$3.25	\$49.55 Poz Loc surface mount for 2 3/8" rd post	\$2.58 Part ba080aplate238 quoted		
L-bracket to mount signs to light poles	\$7.55	\$11.60 14 1/2 cantilever	No Bid		
Adjustable sign mounting strap to mount signs to light poles	\$6.08	\$102.22 3/4" 020x100' strapping	No Bid		
Sign mounting bracket for adjustable sign mounting strap	\$2.15	\$5.35 Flared leg brackets	No Bid		
Street sign (ID sign) flat blade	\$5.95	\$5.60	\$6.30 rpb922f 55" blade		

bracket for 2 3/8" round post		5 1/2" blade holder cap			
Street sign cross pieces	\$5.95	\$4.70 3 1/2" cross	\$6.30 rpb922f 55" blade		
Round post					
2 3/8" x 10'	\$33.76	\$34.77	\$33.65 No free freight on post, city will pay freight *16gauge/.065		
2 3/8" x 12'	\$40.40	\$41.72	\$39.51 No free freight on post, city will pay freight *16gauge/.065		
Post reflectors		063 gaugex3"x36"	Brite max Multiview 5" x 30"		
Yellow-green	\$7.44	\$5.89	\$19.83		
Red	\$7.06	\$5.14	\$16.02		
White	\$7.06	\$5.14	\$16.02		
Yellow	\$7.06	\$5.14	\$16.02		

Section 3: Street Sign Blanks (Aluminum, No Holes)	G&C Supply	Vulcan Signs	Custom Products Corp		
6x18x0.080	\$2.53	\$3.61	\$4.28		
6x24x0.080	\$3.43	\$4.59	\$5.57		
6x30x0.080	\$4.32	\$5.58	\$6.95		
6x36x0.080	\$5.72	\$6.14	\$7.71		
Section 4: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)	G&C Supply	Vulcan Signs	Custom Products Corp		
24"x24" Stop Sign	\$9.65	\$7.88	\$16.39		
30"x30" Stop Sign	\$15.02	\$12.31	\$21.77		
36"x36" Stop Sign	\$21.63	\$17.73	\$32.84		

			*minimum order 5 identical		
30" Yield	\$14.88	\$6.24	\$17.00 *minimum order 12 identical		
36" Yield	\$21.95	\$7.74	\$23.55 *minimum order 5 identical		
Section 5: Sheet Vinyl	G&C Supply	Vulcan Signs	Custom Products Corp		
6" rool x 50yd white eng grade	\$183.99	\$91.00	No Bid		
6"roll x 50 yd black sheet vinly with application tape on front	\$192.38	*3650-12 \$129.40	No Bid		

Section 6: Assorted U- Channel Posts:	G&C Supply	Vulcan Signs	Custom Products Corp		
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted ordered in lots of 25 or 50					
7 foot	\$19.03	\$22.96	No Bid		
8 foot	\$21.73	\$26.24	\$27.77		
9 foot	\$24.46	\$29.52	\$31.24		
10 foot	\$27.18	\$32.80	\$34.71		
12 foot	\$32.60	\$39.36	\$41.65		
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50					
7 foot	\$14.42	\$19.74	\$21.57		
8 foot	\$17.58	\$22.56	\$22.00		
9 foot	\$19.78	\$25.38	No Bid		
10 foot	\$21.96	\$28.20	\$27.48		

12 foot	\$24.70	\$33.84	\$33.00		
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12	G&C Supply	Vulcan Signs	Custom Products Corp		
10 foot	\$29.12	\$32.80	\$34.71		
12 foot	\$34.93	\$39.36	\$41.65		

U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12					
	G&C Supply	Vulcan Signs	Custom Products Corp		
10 foot	\$23.53	\$28.20	\$27.48		
12 foot	\$28.23	\$33.84	\$33.00		
Section 7: 4-way intersection name signs:	G&C Supply	Vulcan Signs	Custom Products Corp		
Section 8: Street name posts: tubular, galvanized					
	G&C Supply	Vulcan Signs	Custom Products Corp		
2-3/8"x11"	\$30.30	\$38.24	No Bid		
2-3/8" O.D. pipe caps	\$3.62	\$4.70 3 ½ blade holder	\$6.30 5.5" blade holders		
90 degree cross plates (Vulcan signs VSS-2 or equivalent)	\$3.05	\$4.70 3 ½ blade holder	\$6.30 5.5" blade holders rpb99of		
Section 16: Mosquito Control Chemicals (must be labeled for mosquito spray use)					
	Adapco, LLC				
Approved manufactures (adulticides)					

1. <u>Bayer</u> permanone RTU.. gal	Perma 4-4 (2x2.5gl case) \$35.25/gl 4.6% Permethrin & PBO \$35.25/gl *See bid				
Scourge 4+12 gal	Scourge 4+12 PermaSease 3-15 \$90.00: 2x2.5 gl case, 55gl drum				
1.wellmark (altoside) 30 day briquettes (400 count)	No Bid				
2.wellmark(aloside) 150 day briquettes (220) count	wellmark(aloside) 150 day briquettes (220) count Substitute				
Case	Metalarv XRP (200 WSP/Case) \$490.00/cased Metalarv XRP (800 WSP/Case) \$1,936.00/case Vectolex WSP Bacillus sphaericus 2362, Strain ABTS-1743 (800 WSP/case) \$960.00/case				

Section 21: Round reSection 28: Corrugated Polyethylene Pipe Culverts ripped pipe with smooth interior (submit specifications & manufacturer with bid) for use under H20 live loading. Corrugated polyethylene pipe shall conform to the requrments of AASHTO designation:M294, type S					
	Coburn Supply Company				
12" LF	\$9.27				
18" LF	\$17.14				

24" LF	\$28.67				
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)					
	Coburn Supply Company				
12" LF	\$13.04				
18" LF	\$22.83				
24" LF	\$32.61				
30" LF	\$50.00				
36" LF	\$68.48				
42" LF	\$84.78				
48" LF	\$115.22				
54" LF	No Bid				
60" LF	\$155.44				
Section 29: Copper, steel, galvanized, corrugated, metal pipe, round pipe					
	Coburn Supply Company				
12" Diameter 16 2-2/3" x 1/2" CMPPlain	\$20.60				
2-2/3" x 1/2" CMPAspcoatd	\$26.87				
2-2/3" x 1/2" CMPAspcoatd	no bid				

15" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$24.72 \$32.24 No Bid				
18" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$30.90 \$40.30 No bid				
21" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$35.02 \$45.67 No Bid				
21" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$43.26 \$56.42 No Bid				
24" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$39.14 \$51.05 No bid				
24" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$49.44 \$64.48 No Bid				
24" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$67.99 \$88.66 No Bid				
30" Diameter 16 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$49.44 \$64.48 No Bid				

30" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$61.81 \$80.60 No Bid				
30" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$84.47 \$110.15 No Bid				
36" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$74.17 \$96.72 No Bid				
36" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$100.95 \$131.65 No Bid				
36" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$134.12 \$174.90 No Bid				
42" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$86.53 \$112.84 No bid				
42" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$117.43 \$153.14 No Bid				
42" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$155.75 \$203.11 No Bid				

48" Diameter 14 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$98.89 \$128.96 No Bid				
48" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$133.91 \$174.64 No Bid				
48" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$177.38 \$231.33 No Bid				
54" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$150.40 \$196.13 No Bid				
54" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$199.02 \$259.54 No Bid				
60" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$166.88 \$217.62 No Bid				
60" Diameter 10 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$222.81 \$290.57 No Bid				
66" Diameter 12 2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert	\$183.36 \$239.12 No Bid				

66" Diameter 2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Asp coated 2-2/3" x 1/2" CMP Asp coated w/pave insert	10 No Bid No Bid No Bid				
54"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMP asp coated w/invert	\$103.01 \$134.34 No Bid				
54"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMP asp coated w/invert	\$125.67 \$163.89 No Bid				
54"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMP asp coated w/invert	\$171.00 No Bid No Bid				
60"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMP asp coated w/invert	\$113.31 \$147.77 No Bid				
60"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMP asp coated w/invert	\$138.03 \$180.01 No Bid				
60"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMP asp coated w/invert	\$189.54 No Bid No Bid				
66"Diameter 16 gauge 3x1CMP Plain	\$123.61				

3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$161.20 No Bid				
66"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$152.46 \$198.82 No Bid				
66"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$208.08 No Bid No Bid				
72"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$135.97 \$177.32 No Bid				
72"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$166.88 \$217.62 \$ No Bid				
72"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$226.62 No Bid 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	\$199.16				

3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$259.71 No Bid				
78"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$272.40 No Bid No Bid				
84"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$215.18 \$280.61 No Bid				
84"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$293.01 No Bid No Bid				
84"Diameter 10 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	\$394.19 No Bid No Bid				
90"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	No Bid No Bid No Bid				
90"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert	No Bid No Bid 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	\$289.02				
3x1CMP asp coated	\$376.91				
3x1CMPaspcoatedw/invert	No Bid				
96"Diameter					
12 gauge					
3x1CMP Plain	\$397.07				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
96"Diameter					
10 gauge					
3x1CMP Plain	\$533.21				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
108"Diameter					
14 gauge					
3x1CMP Plain	\$343.37				
3x1CMP asp coated	\$447.79				
3x1CMPaspcoatedw/invert	No Bid				
108"Diameter					
12 gauge					
3x1CMP Plain	\$472.13				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
108"Diameter					
10 gauge					
3x1CMP Plain	\$633.94				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
108"Diameter					
8 gauge					

3x1CMP Plain	No Bid				
3x1CMP asp coated	No Bid				
3x1CMPaspcoatedw/invert	No Bid				
Section 31:Copper, Steel, Galvanized, corrugated metal pipe, arch pipe					
	Coburn Supply Company				
15"Diameter 16 span x rise 18x11,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	\$27.19 \$35.46 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 \$44.33 No Bid				
21"Diameter 16 span x rise 25x16,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	\$38.53 \$50.24 No Bid				
21"Diameter 14 span x rise 25x16,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	\$47.59 \$62.06 No Bid				
24"Diameter 16 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	\$43.06 \$56.15 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 \$70.93 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 \$97.53 No Bid				
30"Diameter 14 span x rise 36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$67.99 \$88.66 No Bid				
30"Diameter 12 span x rise 36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$92.92 \$121.17 No Bid				
36"Diameter 14 span x rise 43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$81.58 \$106.39 No Bid				
36"Diameter 12 span x rise 43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$111.05 \$144.81 No Bid				
42"Diameter 14 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv	\$95.18 \$124.13 No Bid				
42"Diameter 12 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated	\$129.18 \$168.46				

22/3x1/2CMPaspcoatedw/invt	No Bid				
42"Diameter 10 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 \$171.33 \$223.43 No Bid				
48"Diameter 14 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 No Bid No Bid No Bid				
48"Diameter 12 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 \$147.30 \$192.10 No Bid				
48"Diameter 10 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt	 \$195.12 \$254.46 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 \$215.74 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 \$285.49 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 22/3x1/2CMPaspcoatedw/invt	 \$245.09 \$319.62 No Bid				
54"Diameter 14 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$138.24 \$180.28 No Bid				
60"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$151.84 \$198.01 No Bid				
60"Diameter 12 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$208.49 No Bid No Bid				
66"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$167.70 \$218.70 No Bid				
66"Diameter 12 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$228.89 No Bid No Bid				
72"Diameter 14 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$183.56 \$239.39 No Bid				
72"Diameter 12 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated	 \$249.29 No Bid				

3x1CMPaspcoatedw/inv	No Bid				
72"Diameter 10 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$333.14 No Bid No Bid				
72"Diameter 14 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$183.56 \$239.39 No Bid				
72"Diameter 12 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$249.29 No Bid No Bid				
78"Diameter 14 span x rise 87x63,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$219.07 \$285.69 No Bid				
78"Diameter 12 span x rise 87x63,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$299.64 No Bid No Bid				
84"Diameter 14 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$236.70 \$308.68 No Bid				
84"Diameter 12 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/inv	\$322.31 No Bid No Bid				
84"Diameter 10 span x rise 95x67,3x1CMPPlain	\$433.60				

3x1CMP asp coated 3x1CMPaspcoatedw/invt	No Bid No Bid				
96"Diameter 14 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$317.92 \$414.61 No Bid				
96"Diameter 12 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$436.78 No Bid No Bid				
96"Diameter 10 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$586.53 No Bid No Bid				
108"Diameter 12 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$519.34 No Bid No Bid				
108"Diameter 10 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt	 \$697.33 No Bid No Bid				
b. less than 100 lin.ft-city provides material	No Bid				

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.

	Wastequip	Toter	Plum Creek
2 cubic yard() painted	\$603.64 : 52 units will fit on one truckload	No Bid	\$550.00
4 cubic yard() painted	\$805.48 : 52 units will fit on one truckload	No Bid	\$695.00

6 cubic yard() painted	\$1,044.95: 14 units will fit on one truckload	No Bid	\$795.00
8 cubic yard() painted	\$1,265.67 : 8 units will fit on one truckload	No Bid	\$1,095.00
10 cubic yard() painted	\$1,698.67 : 8 units will fit on one truckload	No Bid	\$1,450.00

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.

	Wastequip	Toter	Plum Creek
2 cubic yard() painted	No Bid	\$613.23	No Bid
4 cubic yard() painted	No Bid	\$869.94	No Bid

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.

	Wastequip	Toter	
26 gallon	No Bid	\$42.60	
32 gallon	No Bid	\$45.61	
48 gallon	No Bid	\$49.68	
64 gallon	No Bid	\$53.54	
96 gallon	No Bid	\$59.07	

16. ACCEPTANCE OF 9-30-23 PROPOSED BUDGET ADJUSTMENTS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Budget Adjustments for FY 2023” is enumerated, this consent item is thereby approved. Adjustments follow this page.

17. CONSIDERATION FOR TRAINING CHIEF BRIAN ARNETT, B.C. DEWAYNE DAVIS, B.C. JEROME CLARK AND CAPTAIN JASON WILLIAMS TO TRAVEL TO OKALOOSA ISLAND, FL TO ATTEND THE NORTH FLORIDA FIRE EXPO ON FEBRUARY 7 – 10TH, 2024 AT AN APPROXIMATE COST OF \$3,600.00 (HOTEL, PARKING, REGISTRATION, MEALS AND TRAVEL).

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Training Chief Brian Arnett, B.C. Dewayne Davis, B.C. Jerome Clark and Captain Jason Williams to travel to Okaloosa Island, FL to attend the North Florida Fire Exp on February 7 – 10th, 2024 at an approximate cost of \$3,600.00 (hotel, parking, registration, meals and travel)” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE CHRIS BUSBY, JOHNNY CORNETT AND WYMAN LEDLOW AS POLICE OFFICERS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Chris Busby, Johnny Cornett and Wyman Ledlow as Police Officers” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE ZAQUENTIN HALL AND TREVON OUTLAW AS SEASONAL SANITATION WORKERS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval hire Zaquentin Hall and Trevon Outlaw as seasonal Sanitation Workers” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE KEVIN YOUNG AS A STREET MAINTENANCE WORKER II.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Kevin Young as a Street Maintenance Worker II” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE MARTINA CUMMINS AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the Sept 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Martina Cummins as a Part Time Customer Service Representative at Starkville Utilities” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO HIRE MISTY CLEMENT AS A CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the Sept 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Misty Clement as a Customer Service Representative at Starkville Utilities” is enumerated, this consent item is approved.

**City of Starkville
Budget Adjustments
September 19, 2023**

		Increase Expense / Decrease Revenue	Decrease Expense / Increase Revenue
<u>Fund 001 - General Fund</u>			
001-110-501-200	Supplies	500.00	
001-110-600-301	Research Resources		500.00
001-111-604-330	Youth Court Communications	150.00	
001-123-480-133	Hospital Insurance - IT	1,000.00	
001-160-420-118	Salary-Prosecuting Attorney	560.00	
001-180-501-200	Supplies and Equipment - HR	1,100.00	
001-180-690-553	Training / Education - HR		1,100.00
001-191-440-107	Project Peace Employees	1,000.00	
001-000-250-620	Project Peace		1,000.00
001-192-600-338	Contract Services - Gen City	1,500.00	
001-192-625-380	Utilities - Gen City	500.00	
001-192-630-403	Repairs to Building & Equipment - Gen City	500.00	
001-201-918-802	FUSUS Real Time Crime Center - Police	4,250.00	
001-000-340-194	FUSUS Donation Revenue		2,500.00
001-246-525-231	Gas & Oil - Code Enforcement	750.00	
001-246-690-553	Training - Code Enforcement		750.00
001-261-440-108	Part Time / Temporary - Fire	15,600.00	
001-261-535-233	Uniforms and Uniform Cleaning - Fire	5,000.00	
001-550-600-297	Operating Expense Reim. - Parks	120,000.00	
001-120-600-302	Media/Public Relations Services		9,000.00
001-142-600-303	Software - Citywide		10,000.00
001-197-690-553	Education Reimb - Engineering		3,000.00
001-201-420-103	Police Officers		94,560.00
001-281-430-107	Hourly-Clerical - Community Development		8,000.00
001-301-430-107	Hourly-Clerical - Street		6,000.00
001-301-440-114	Hourly-Labor - Street		16,000.00
<u>Fund 305 - 2022 G.O. Public Improvement Bonds</u>			
305-300-600-301	2023 Street Improvement Proj - Prof	550.00	
305-300-600-324	Inspection and Testing	11,625.00	
305-000-340-602	Interest - Investments		12,175.00
<u>Fund 306 - 2022 Local Improvements Project Fund</u>			
306-351-600-300	Professional Services - J L King		111,530.00
306-351-911-854	J L King Field Lighting Construction	111,530.00	
306-352-911-854	Construction Northside Drainage	383,017.89	
306-352-600-300	Professional Services - Northside		249,677.69
306-000-380-801	Transfer from 2018 Public Improvement Bonds Fund		133,340.20

**City of Starkville
Budget Adjustments
September 19, 2023**

		Increase Expense / Decrease Revenue	Decrease Expense / Increase Revenue
<u>Fund 319 - Public Improvement Bonds 2018</u>			
319-900-950-900	Transfer to 2022 Local Improvement Project Fund	133,340.20	
319-600-948-854	Drainage Improvements		133,340.20
<u>Fund 375 - Park and Rec Tourism</u>			
375-551-907-942	Existing Park Improvements	5,000.00	
375-551-620-370	Insurance	500.00	
375-000-260-084	Tourism Tax - 1%		5,500.00

23. CONSIDERATION TO HIRE EARLENE MALONE AS A PART TIME CUSTOMER SERVICE REPRESENTATIVE IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Earlene Malone as a Part Time Customer Service Representative at Starkville Utilities” is enumerated, this consent item is thereby approved. This is a new position.

24. CONSIDERATION TO HIRE WARLCHEZ SPENCER AS A SEASONAL WORKER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Warlchez Spencer as a Seasonal Worker at Starkville Utilities” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF A UTILITY BILL INSERT INFORMING THE PUBLIC OF THE NEW STARKVILLE ALERTS SYSTEM FOR A COST OF \$1,845.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a utility bill insert informing the public of the new Starkville Alerts system for a cost of \$1,845.00 payable to Narrative 12” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF AN AMENDMENT TO AN AGREEMENT WITH TYLER TECHNOLOGIES TO ADDRESS A LICENSING CHANGE FOR A YEARLY COST OF \$7,400.00 PER YEAR, AND A ONE-TIME CONVERSION FEE OF \$6,555.00 FOR A 1ST YEAR TOTAL OF \$13,955.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of an amendment to an agreement with Tyler Technologies to address a licensing change for a yearly cost of \$7,400 per year, and a one-time conversion fee of \$6,555 for a first-year total of \$13,955.00” is enumerated, this consent item is thereby approved. Agreement follows this page.

27. CONSIDERATION TO ACCEPT THE FISCAL YEAR 2024 BUDGET SUBMISSION OF SFC FOR PARKS AND RECREATION.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to accept the budget submission of for Parks and Recreation” is enumerated, this consent item is thereby approved. The budget follows the Tyler agreement.

28. CONSIDERATION TO ACCEPT T & M STEEL CHANGE ORDER #14 IN THE AMOUNT OF \$162,505.00 FOR ADDITIONAL ELECTRICAL WORK, FREEZER/COOLER INSTALLATION, CONCRETE PAD AND BATHROOM VENT COVERS AND AN ADDITIONAL 90 DAYS.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of T & M Steel change order #14 in the amount of \$162,505.00 for additional electrical work, freezer/cooler installation, concrete pad and bathroom vent covers and an additional 90 days” is enumerated, this consent item is thereby approved.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and City of Starkville-Municiple Court, with offices at 101 Lampkin St., Starkville, MS 39759 ("Client").

WHEREAS, Tyler and Client are parties to a License and Services Agreement dated January 16, 2008 ("Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Five (5) additional NetMotion-NMCOMPCONV licenses as set forth in the Investment Summary attached to this Amendment as Exhibit 1 are hereby added to the Agreement; provided, however, the term shall commence on September 15, 2023 for a period of one (1) year. The existing 57 perpetual NetMotion-NMCOMPCONV licenses as set forth in the Agreement are hereby converted to Subscription licenses as of the Amendment Effective Date. The term of the Subscription will be one (1) year from September 15, 2023 with the option to renew annually. No later than thirty (30) days prior to the end of the term, Tyler will provide the Client with a renewal Investment Summary. Upon approval by the Client, the parties will enter into a subsequent 1-year term. Either party may terminate in writing at least thirty (30) days prior to the end of the then-current term. Payment of fees and costs for such items are as follows:
 - a. A one-time fee of \$600.00 for the five (5) additional NetMotion licenses for the period commencing on September 15, 2023 through September 14, 2024 shall be invoiced on September 15, 2023.
 - b. A one-time conversion fee in the amount of \$6,555 shall be invoiced in advance of September 15, 2023 for the period commencing September 15, 2023 through September 14, 2024.
 - c. Subscription fees for sixty two (62) NetMotion licenses as set forth in the Investment Summary attached as Exhibit 1 to this Amendment shall be invoiced in the amount of \$7,440.00 on September 15, 2024 for the period commencing on such date and ending September 14, 2025.
2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Municipal
City of Starkville-Municipal Court, MS

By:  _____

Name: Lynn Spruill

Title: Mayor

Date: 9.19.2023



Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date

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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 0
Third-Party Products	\$ 7,155
Total One-Time Cost	\$ 7,155
Annual Recurring Fees/SaaS	\$ 7,440
Tyler Software Maintenance	\$ 0
Travel (Not included in Total One-Time Cost)	\$ 0



Sales Quotation For:

City of Starkville Police Department
101 E Lampkin St
Starkville MS 39759-2944
Phone: +1 (662) 323-4131

Quoted By:
Quote Expiration:
Quote Number:
Quote Name:

Madonna Allen
12/17/23
2023-412022-F7D8T6
Netmotion Conversion & Add 5

Annual / SaaS

Description	Quantity	Annual
Public Safety Pro		
Licenses		
NMSCOMPSUB (Effective from 09/15/2024 through 9/14/2025)	62	\$ 7,440
TOTAL		\$ 7,440

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit	Year One Maintenance
Public Safety Pro					

NMCOMPCONV (Effective from 09/15/2023 through 9/14/2024)
NMSCOMP SUB (Effective from 09/15/2023 through 9/14/2024)

57	\$ 115	\$ 6,555	\$ 0	\$ 0
5	\$ 120	\$ 600	\$ 0	\$ 0
TOTAL		\$ 7,155	0	0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 7,440
Total Tyler Services	\$ 0	\$ 0
Total Third-Party Hardware, Software, Services	\$ 7,155	\$ 0
Summary Total	\$ 7,155	\$ 7,440
Contract Total	\$ 14,595	

Comments

Chart of Accounts		CSP	SPX	Parks	Total Roll up
40000	Revenue				
40100	Programs	\$-	\$200,000.00	\$-	\$200,000.00
40200	Memberships	\$-	\$15,000.00	\$-	\$15,000.00
40300	Facility Rentals - Non Tournament	\$-	\$50,000.00	\$40,000.00	\$90,000.00
40400	Events & Tournaments	\$30,000.00	\$20,000.00	\$-	\$50,000.00
40500	Family Entertainment Center	\$-	\$-	\$-	\$ -
40600	Food and Beverage	\$75,000.00	\$50,000.00	\$-	\$ 125,000.00
40700	Pro/Merch Shop	\$-	\$-	\$-	\$ -
40800	Other Revenue	\$160,000.00	\$110,000.00	\$-	\$270,000.00
49999	Gross REVENUE	\$265,000.00	\$445,000.00	\$40,000.00	\$750,000.00
50000	COST OF GOODS SOLD				
50100	Local Programming	\$-	\$ 60,000.00	\$-	\$ 60,000.00
50200	Memberships pool	\$-	\$ 45,000.00	\$-	\$ 45,000.00
50300	Facility Rentals	\$ 20,000.00	\$ 20,000.00	\$-	\$ 40,000.00
50400	Events & Tournaments	\$ 30,000.00	\$ 20,000.00	\$-	\$ 50,000.00
50500	Family Entertainment Center	\$-	\$-	\$-	\$ -
50600	Food and Beverage	\$ 50,000.00	\$ 40,000.00	\$-	\$ 90,000.00
50700	Pro/Merch Shop	\$-	\$-	\$-	\$ -
50800	Other Cost of Sales	\$ 20,000.00	\$ 20,000.00	\$-	\$ 40,000.00
50900	Labor	\$-	\$-	\$-	\$ -
	tourn	\$ 20,000.00	\$ 10,000.00	\$-	\$ 30,000.00
	league	\$ 10,000.00	\$ 5,000.00	\$-	\$ 15,000.00
	FNB	\$ 40,000.00	\$ 20,000.00	\$-	\$ 60,000.00
	ref	\$ 30,000.00	\$ 60,000.00	\$-	\$ 90,000.00
51000	Miscellaneous Cost of Sales	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
59999	TOTAL COST OF GOODS SOLD	\$ 220,000.00	\$ 315,000.00	\$ -	\$ 535,000.00
90000	Net PROFIT (Line 64 - Line 119)				\$215,000.00
60000	EXPENSES				
60100	Advertising / Marketing	\$25,000.00	\$25,000.00	\$20,000.00	\$70,000.00
60200	Bank & Other Service Charges	\$3,000.00	\$3,000.00	\$-	\$6,000.00
60300	General Office Expenses	\$25,000.00	\$40,000.00	\$-	\$65,000.00
60400	Insurance	\$12,000.00	\$12,000.00	\$12,000.00	\$36,000.00
60500	Management Company	\$240,000.00	\$90,000.00	\$90,000.00	\$420,000.00
60600	Salaries and Wages	\$380,000.00	\$320,000.00	\$135,000.00	\$835,000.00
60700	Payroll Expenses	\$120,000.00	\$118,000.00	\$45,000.00	\$283,000.00
60800	Professional Services	\$2,500.00	\$2,500.00	\$0.00	\$5,000.00
60900	Occupancy Expense	\$1,500.00	\$2,000.00	\$1,500.00	\$5,000.00
61100	Facility Maintenance	\$130,000.00	\$130,000.00	\$120,000.00	\$380,000.00
61200	Utilities	\$60,000.00	\$60,000.00	\$60,000.00	\$180,000.00
	Total	\$999,000.00	\$802,500.00	\$483,500.00	\$2,285,000.00

Cornerstone Park - Phase 3 CONTRACT CHANGE ORDER FORM
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CONTRACT FOR:	Cornerstone Park - Phase 3	CHANGE ORDER NO. 14	
OWNER:	City of Starkville	DATE:	9/12/2023
CONTRACTOR:	T & M Steel Erectors, Inc.		

You are hereby requested to comply with the following changes from the contract plans and specifications:

ITEM NO.	DESCRIPTION OF CHANGES	DECREASE IN CONTRACT AMOUNT	INCREASE IN CONTRACT AMOUNT
1	Walk-In Cooler and Walk-In Freezer		\$127,400.00
2	Kitchen Equipment Connections		\$20,897.00
3	Restroom Vent Covers		\$7,708.00
4	Professional Fees (David D'Aquilla, DT Design)		\$6,500.00
	TOTALS	\$0.00	\$162,505.00
	OVERALL TOTAL		\$162,505.00

JUSTIFICATION:

The amount of the Original Contract was:	\$9,073,064.00
Change Order #1 increased the contract amount by:	\$7,417.00
Change Order #2 increased the contract amount by:	\$35,747.00
Change Order #3 increased the contract amount by:	\$7,943.00
Change Order #4 increased the contract amount by:	\$103,120.00
Change Order #5 increased the contract amount by:	\$0.00
Change Order #6 increased the contract amount by:	\$214,894.00
Change Order #7 increased the contract amount by:	\$12,773.00
Change Order #8 increased the contract amount by:	\$19,380.00
Change Order #9 increased the contract amount by:	\$3,000.00
Change Order #10 increased the contract amount by:	\$25,000.00
Change Order #11 increased the contract amount by:	\$9,971.00
Change Order #12 increased the contract amount by:	\$12,564.00
Change Order #13 increased the contract amount by:	\$0.00
Change Order #14 increased the contract amount by:	\$162,505.00
The Contract Total including this change order will be:	\$9,687,378.00

The Original Contract Completion Date was:	April 22, 2022
Change Order 1 increased the Contract Completion Date by the following # of days:	"20"
Change Order 2 increased the Contract Completion Date by the following # of days:	"10"

Change Order 3 increased the Contract Completion Date by the following # of days:
 Change Order 4 increased the Contract Completion Date by the following # of days:
 Change Order 5 increased the Contract Completion Date by the following # of days:
 Change Order 6 increased the Contract Completion Date by the following # of days:
 Change Order 7 increased the Contract Completion Date by the following # of days:
 Change Order 8 increased the Contract Completion Date by the following # of days:
 Change Order 9 increased the Contract Completion Date by the following # of days:
 Change Order 10 increased the Contract Completion Date by the following # of days:
 Change Order 11 increased the Contract Completion Date by the following # of days:
 Change Order 12 increased the Contract Completion Date by the following # of days:
 Change Order 13 increased the Contract Completion Date by the following # of days:
 Change Order 14 increased the Contract Completion Date by the following # of days:

"28"
"21"
"175"
"0"
"0"
"0"
"0"
"0"
"0"
"90"
"90"
November 29, 2023

The new Contract Completion Date will be:

This document will become a supplement to the signed contract agreement and all provisions will apply hereto.

Requested	<u>David D'Aquila</u> Phase Manager - David D'Aquila	<u>09/23/23</u> Date
Recommended	<u>Sam Henry</u> Project Manager - Sam Henry	<u>09.13.23</u> Date
Accepted	<u>Tom Sneed</u> Contractor - T & M Steel Erectors, Inc.	<u>09.13.23</u> Date
Approved	<u>Lynn Spruill</u> City of Starkville Mayor Lynn Spruill	<u>9.19.23</u> Date

T & M Steel Erectors, Inc

General Contractors

P O Box 2305 Columbus, MS 39704 662-328-2860* FAX 662-328-2889*

officetmsteel@gmail.com

September 11, 2023

Sam Henry
Dt Design Studio
6465 N. Qual Hollow, Suite 401
Memphis, TN 38120

RE: Cornerstone Phase 3
Electrical for Freezer/Cooler & Kitchen Equipment Proposal

We propose to furnish the necessary labor and materials to complete the following:

Freezer/Cooler

- 5" Concrete Slab on grade with 15 mil Vapor Barrier
- 6" CMU with brick veneer walls as shown up 8' and capped with cast stone to match existing
- Walk-In Cooler 12' x 10' and Walk-In Freezer 8' x 10'
- Necessary Electrical which will be in conduit overhead from the existing Electrical Room
- 4" Sidewalk as shown

PRICE **\$ 127,400.00**

Kitchen Equipment Connections

- Provide necessary equipment materials and labor to the electrical connections for the owners' furnished equipment

PRICE **\$ 20,897.00**

Restroom Grill Covers & Louver Openings

- Furnish and Install 8 Price 96 Covers
- Paint to match hardware or whatever color is selected

PRICE **\$ 7,708.00**

Sincerely,

Tom Sneed

Tom Sneed
Construction Manager

29. CONSIDERATION TO APPLY FOR THE JUSTICE ASSISTANCE GRANT WITH THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, \$4,999.70 WITH A LOCAL MATCH OF \$1,249.92.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to apply for the Justice Assistance Grant with the State of Mississippi, Department of Public Safety for \$4,999.70 with a local match of \$1,249.92 for camera equipment” is enumerated, this consent item is thereby approved.

30. CONSIDERATION TO APPLY AND PARTICIPATE IN THE STATE OF MISSISSIPPI, FISCAL YEAR 2022 STATE AND LOCAL CYBERSECURITY GRANT PROGRAM AT NO COST TO THE CITY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to apply for and participate in the Mississippi Department of Homeland Security, Cyber Security Grant, in order to be eligible for future funding” is enumerated, this consent item is thereby approved.

31. CONSIDERATION FOR CHIEF MARK BALLARD AND ACCREDITATION MANAGER SHONDA DELOACH TO ATTEND THE 2023 NATIONAL CALEA (COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES) AWARDS CONFERENCE IN BELLEVUE, WASHINGTON ON NOVEMBER 7-12, 2023 WITH TRAVEL EXPENSES NOT TO EXCEED \$6,500.00.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval for Chief Mark Ballard and Accreditation Manager Shonda Deloach to attend the 2023 National CALEA (Commission on Accreditation for Law Enforcement Agencies) Awards Conference in Bellevue, Washington on November 7-12, 2023 with travel expenses not to exceed \$6,500.00” is enumerated, this consent item is thereby approved.

32. CONSIDERATION TO PURCHASE ONE EIGHT-YARD REAR LOADER GARBAGE TRUCK FROM SANSOM EQUIPMENT AT A COST OF \$164,000.00 DUE TO SANSOM HAVING THE QUICKEST DELIVERY TIME OF BIDS RECEIVED, MEETING ALL SPECIFICATIONS THAT THE DEPARTMENT NEEDS, ALONG WITH SERVICING AND WORKING ON CITY GROUNDS IF NEEDED AND AUTHORIZE THE CITY CLERK TO ADVERTISE FOR FINANCING.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to purchase one Eight-yard rear loader garbage truck from Sansom Equipment at a cost of \$164,000.00 due to Sansom having the quickest delivery time, meeting all specifications that the Department needs, along with servicing and working on City grounds if needed and authorize the City Clerk to advertise for financing” is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE REAR LOADING REFUSE UNIT		
Line Items	Sansom Equipment Co.	Pac-Mac
Lot 1: 8 Yard Rear Loader - Price Per Unit	\$164,000	\$150,000
Lot 2: 8 Yard Rear Loader - Delivery Time - In Days Only	30	90
Lot 3: 11 Yard Rear Loader - Price Per Unit	\$208,862	\$200,000
Lot 4: 11 Yard Rear Loader - Delivery Time - In Days Only	30	90

33. CONSIDERATION TO RENEW THE DISTRIBUTION INSURANCE COMPANY (DIC) PROPERTY-CASUALTY INSURANCE PROPOSAL FOR STARKVILLE UTILITIES- ELECTRIC DIVISION.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of renewal of the Distribution Insurance Company (DIC) property-casualty insurance proposal for Starkville Utilities- Electric Division” is enumerated, this consent item is thereby approved.

34. CONSIDERATION TO ACCEPT EMERGENCY AUTHORIZATION CONSISTENT WITH PRESIDENTIAL DETERMINATION NO. 2022-19 FROM TRANSARMOUR INC. TO PURCHASE A 150KVA 3 PHASE PADMOUNT TRANSFORMER IN THE AMOUNT OF \$26,500.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of emergency authorization consistent with Presidential Determination No. 2022-19 from TransArmour Inc. to purchase a 150KVA 3 phase padmount transformer in the amount of \$26,500” is enumerated, this consent item is thereby approved.

35. CONSIDERATION TO DECLARE 1992 FLATBED TRUCK (LAST 4 VIN #1449) AS SURPLUS PROPERTY AND TO SELL PER MS CODE §31-7-13(m)(vi) AT \$2,500 TO AMORY UTILITIES, ANOTHER MUNICIPALITY ENTITY.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to declare 1992 Flatbed Truck (Last 4 Vin #1449) as surplus property and to sell per MS Code §31-7-13(m)(vi) at \$2,500 to Amory Utilities, another municipality entity” is enumerated, this consent item is thereby approved.

36. CONSIDERATION TO APPROVE THE LOW QUOTE FROM BIRMINGHAM ALTEC FOR REPAIRS AND MAINTENANCE FOR THE BACKYARD MACHINE FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$24,049.44.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Birmingham Altec for repairs and maintenance for the backyard machine for the Electric Division in the amount of \$24,049.44” is enumerated, this consent item is thereby approved.

Two Quotes: Altec- Birmingham: \$24,049.44 and Altec – Conway: \$25,528.11

37. CONSIDERATION TO APPROVE THE LOW QUOTE FROM USA BLUEBOOK FOR A STERILIZER FOR THE WWTP IN THE AMOUNT OF \$6,269.31.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the September 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from USA Bluebook for a Sterilizer for the WWTP in the amount of \$6,269.31” is enumerated, this consent item is thereby approved. Two Quotes: North Central Laboratories - \$7,445.00 and USA Bluebook - \$6,269.31

38. CONSIDERATION TO APPROVE A GRANT AGREEMENT IN THE AMOUNT OF \$720,000 WITH THE APPALACHIAN REGIONAL AUTHORITY(ARC) AND SUBSEQUENTLY THE MS DEV AUTHORITY (MDA) AS APPROVED FOR THE PURPOSE OF STARKVILLE WASTE WATER TREATMENT PLANT (WWTP) INFLUENT PUMP STATION REHABILITATION.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Rupp, and adopted by the Board to approve the Sept. 19, 2023 Official Agenda, and to accept items for consent, whereby the “approval to execute a grant agreement with the ARC and subsequently the MDA as approved for the purpose of Starkville WWTP influent pump station rehabilitation.” is enumerated, this consent item is approved. Agreement follows this page.



Appalachian
Regional
Commission

PROJECT ANNOUNCEMENT

Subject: Starkville Influent Pump Station Rehabilitation
MS-21497-302-23

Grantee: Starkville, City of
Starkville, MS

Local Contact: Mande Lewis **Congressional 1,3**
662-324-7860 **District(s):**

Funding: ARC \$720,000
Local \$180,000
Total \$900,000

WASHINGTON, D.C.-

The Appalachian Regional Commission announced today approval of a grant in the amount of \$720,000 to the City of Starkville for improvements to its wastewater influent pump station. The renovations include the replacement of several large gate valves, check valves, high-capacity pumps, and general maintenance. The Starkville influent pump station receives sanitary sewer flow from the City of Starkville, Mississippi State University, and East Oktibbeha Wastewater District. The proposed renovations will improve sewer service for 60,900 households and 1,100 businesses in the project service area.

The Starkville influent station was built in 1981 and many of the pumps and valves no longer work as designed. The 42-year-old gate valves cannot fully close causing maintenance and operation limitations. The condition of the equipment becomes a larger issue during periods of wet weather when the combined stormwater and sewage flow must bypass the treatment plant to a holding lagoon for future processing. With many of the gate valves and check valves inoperable, the city must rent equipment to control and move the incoming flow to maintain treatment operations.

This renovation project addresses many of the operational shortcomings
www.arc.gov

1666 CONNECTICUT AVENUE, NW, SUITE 700
WASHINGTON, DC 20009-1068
PH. 202 884 7700

currently experienced by improving reliability and operations, reducing maintenance, and helping to lower operating costs. The influent station serves a large area and its continued operation is critical to the City of Starkville, Mississippi State University, and the East Oktibbeha Wastewater District.

In addition to the \$720,000 in ARC funds, local sources will provide \$180,000, bringing the total project funding to \$900,000.

About the Appalachian Regional Commission

The Appalachian Regional Commission (ARC) is an economic development agency of the federal government and 13 state governments focusing on 423 counties across the Appalachian region. ARC's mission is to innovate, partner, and invest to build community capacity and strengthen economic growth in Appalachia and help the region achieve socioeconomic parity with the nation. More information is available at www.arc.gov.

Date Approved: 8/29/2023



Appalachian
Regional
Commission

To: Gayle C. Manchin, Federal Co-Chair
Subject: Starkville Influent Pump Station Rehabilitation
MS-21497-302-23
Grantee: Starkville, City of
Starkville, MS
County(s): Distressed: Oktibbeha
Basic Agency: State-Administered (Mississippi Development Authority)
Goal: ARC Goal 3, Objective 1. State Strategy 3.1.1. Make strategic investments that leverage federal, state, local and private capital for the development and improvement of water, wastewater, and basic utility systems.
Purpose: To replace gate valves, pumps, and check valves at the Starkville influent pump station.
Funding:

ARC (INXDC)	\$720,000	80%
Local	\$180,000	20%
Total	\$900,000	100%

City of Starkville \$180,000

Description:

The City of Starkville seeks funding to renovate the Starkville influent pump station located on Sand Road. The renovations include the replacement of 8 large diameter gate valves, and 4 large diameter check valves, the installation of a 3-ton electric hoist, replace a large 60 horsepower 12-inch pump, the renovation of one wetwell, and install a bypass valve. The Starkville influent pump station receives the entire sanitary sewer flow from the City of Starkville, Mississippi State University, and East Oktibbeha Wastewater District. The proposed renovations at Starkville will improve sewer service for 60,900 households and 1,100 businesses in the project service area.

Rationale/Benefits:

The Starkville influent station operates using several pumps, electric motors, and valves that move wastewater at the rate of 6,000 gallons per minute and up to 10,000 gallons per minute in wet weather. Many of the pumps and valves are part of the original construction dating back to 1981. Several of the gate valves used to control and isolate pumps have failed and cannot be fully closed causing maintenance and operation limitations. The condition of the equipment becomes a larger issue during periods of wet weather when bypassing the treatment plant to a holding lagoon is necessary. With many of the gate valves inoperable or not fully functioning, Starkville relies on rented equipment to pump the combined stormwater and sewer flow to the lagoon. The rental equipment is expensive and sometimes unreliable.

www.arc.gov

1666 CONNECTICUT AVENUE, NW, SUITE 700
WASHINGTON, DC 20009-1068

PH. 202 884 7700

MS-21497-302-23

The proposed project was developed through an assessment conducted by Starkville employees and the consulting engineering firm. The assessment identified opportunities for improved reliability and operations, a reduction in maintenance, and lower operating costs with the replacement of inoperable gate valves, check valves, pumps, and implementing a bypass to route peak flows to an existing lagoon. In its current condition, the influent station experiences persistent maintenance issues that this project will address to avoid a failure of critical sewer infrastructure that serves the City of Starkville, Mississippi State University, and the East Oktibbeha Wastewater District.

Performance Measure (Outputs):

Outputs for this project include improved sewer service for 60,900 households and 1,100 businesses.

Performance Measure (Outcomes):

Outcomes for this project include 60,900 households and 1,100 businesses improved through access to reliable sewer service.

This project will have a primary impact on distressed areas. The period of performance is from October 1, 2023 to September 30, 2026. The project is consistent with the ARC Act and Code and is recommended for funding.

Recommended:

Brandon McBride

Executive Director

8/25/2023 9:45 AM

Date Recommended

Approved:

Gayle C. Manchin

Federal Co-Chair

8/29/2023 4:16 PM

Date Approved

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced new police officer Gabriel Steenwyk.

She then offered congratulations to Buster Camp, the recently elected Pet Mayor along with five Pawdermen, Furr Chief and Chief of Paylice. She thanked the Starkville Partnership for this successful fundraiser for the local Humane Society.

BOARD OF ALDERMEN COMMENTS:

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Mayor for her address at the NAACP banquet. He also thanked the Police department for keeping the citizens safe. He expressed concern with County elections and new voting locations due to redistricting.

Paige Watson, Starkville Main Street Director, noted there are several events being planned in the City and invited all to view their website for details. She then noted the Starkville Christmas Parade will be held Monday, November 27 and asked the Vice Mayor to serve as Grand Marshall of the parade in honor of his thirty years in elected office and service to the community.

Vice Mayor Perkins shared his appreciation to Ms Watson and all that had selected him as the Grand Marshall this year. He stated he would be honored to serve as Grand Marshall.

PUBLIC APPEARANCE: None

PUBLIC HEARING: None

39. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 11, 2023 for fiscal year ending 9/30/23, acknowledging that the City Clerk has attested and certified on the cover of the claims docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman 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	\$ 1,077,324.47
Airport Fund	015	35,071.70
Sanitation	022	69,624.48
2022 GO Public Improv Bonds	305	75.00
American Relief Fund	309	322,793.40
Spring/Hwy 12 Linkage TAP	313	19,675.00
Park and Rec Tourism	375	464.00

BUILD Grant	377	3,723.75
Stark/Hospital Road Expansion	700	32,806.50
Sub Total Before Utilities		\$ 1,561,558.30
Utilities Dept.	SED	506,399.63
Total Claims	Total	\$ 2,067,957.93

40. CONSIDERATION TO APPROVE AN ELECTRIC RATE INCREASE OF 2.5% DUE TO THE ELIMINATION OF THE TVA PANDEMIC CREDIT AND INCREASED OPERATION AND MAINTENANCE COSTS WITH THE EFFECTIVE DATE OF NOVEMBER 1, 2023.

Starkville Utilities Manager Edward Kemp, along with John Wooten and Carolyn Ward of TVA presented an overview of TVA and Starkville Utilities development and growth over past years and well as future plans and the need for a rate increase.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Vaughn, and adopted by the Board to approve an electric rate increase of 2.5% due to the elimination of the TVA pandemic credit and increased operation and maintenance costs with the effective date of November 1, 2023.

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman Jeffrey Rupp	Voted: Nay
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.

41. MOTION TO RECESS UNTIL SEPTEMBER 19, 2023 @ 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 recess the meeting until September 19, 2023 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman 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 17th DAY OF OCTOBER, 2023.

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 29, 2023**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, September 29, 2023 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, Alderwoman Sandra Sistrunk, Jeffrey Rupp, Hamp Beatty and Alderman Henry Vaughn. City Attorney Berk Huskison 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 introduced City Engineer Cody Burnett who, along with Civil-Link representatives on the phone, presented an overview of the roadway maintenance and improvement plan. Civil-Link would provide roadway assessment, maintenance and preservation recommendations for all roads within the City of Starkville. The presentation follows this page.

Kevin Stafford of Neel-Schaffer presented preliminary analysis for the redesign of Old Mayhew Road and East Lee Blvd. Several options were presented that would make the area safer and slow traffic speeds.

The Mayor and members of the Board discussed items on the upcoming October 3, 2023 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. Options presented follow Civil-Link presentation.

SIGNED AND SEALED THIS THE 17th DAY OF OCTOBER, 2023.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK/CFO



WORK SESSION

**CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 29, 2023
11:00 a.m.**

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION OF CIVIL-LINK PROPOSAL FOR STREET ANALYSIS**
- C. UPDATE FROM KEVIN STAFFORD ON THE OLD MAYHEW ROAD
ANALYSIS AND REDESIGN**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE OCTOBER 3, 2023
MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**
- E. ADJOURN MEETING**

Roadway Maintenance & Improvement Plan

City of Starkville

Presented to:
Mayor and Board of Aldermen
Work Session, September 29th, 2023

Presented by:
City of Starkville, Mississippi
Engineering Department



Professional Services Overview



- Civil-Link Engineering
 - Roadway Assessment, Maintenance & Preservation
- Professional Services Agreement:
 - Physically drive every road in the City
 - Video footage of all streets
 - Rating of roads (PASER Scale)
 - GIS georeferenced deliverable (rating, last treated, etc.)
 - Recommendations on treatments
 - Web-based optimization software
 - Maintenance Improvements Plan
 - Hourly services for technical expertise during year one



Cost to Maintain Roadway System

<u>Road Classification</u>	<u>Lane Miles*</u>
Minor Arterial	87
Collector	40
Local	179
Total	306

What is the yearly cost required to stay caught up with mill & overlay only? (i.e. to treat roads as quickly as they age)

Approximately **\$5.5 - 6 million** per year at current prices

**dependent on assumed lane width. Data collected from GIS.*

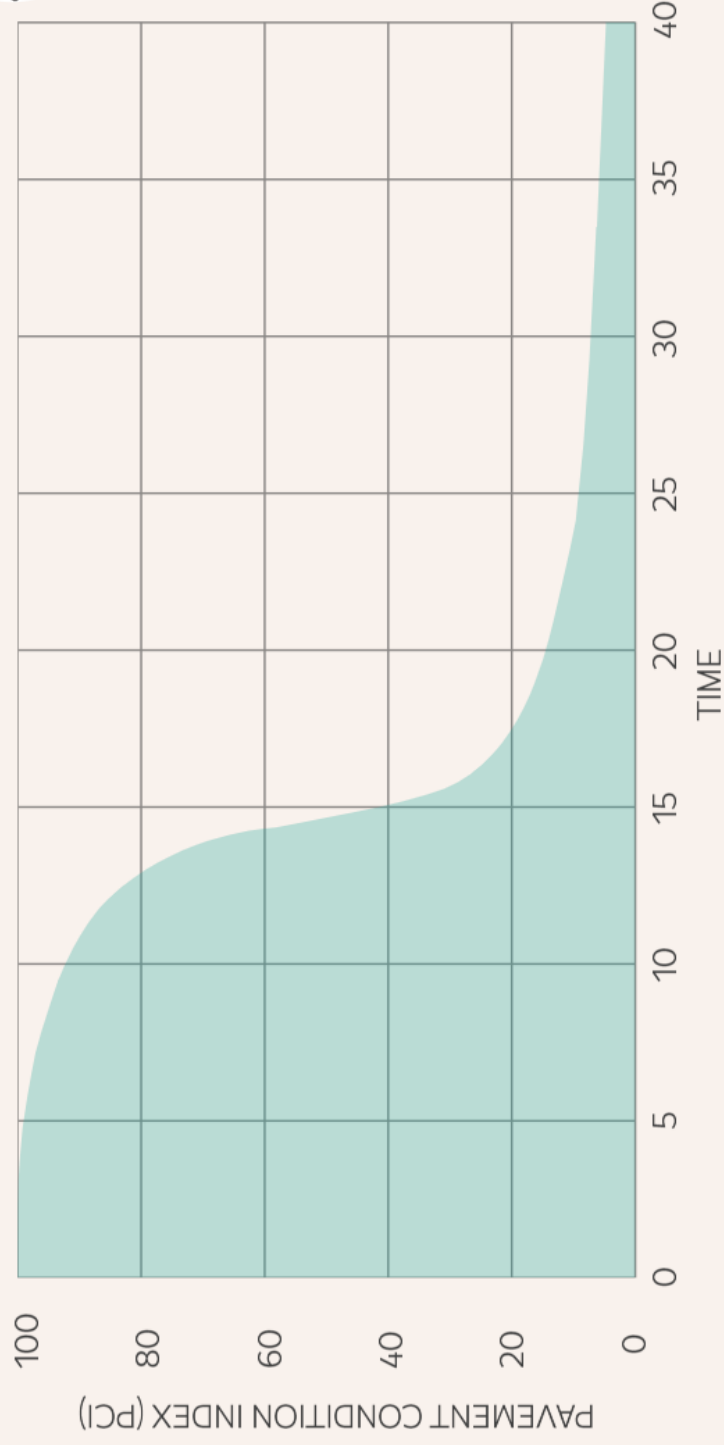
What Works in Other Communities

1. Robust Roadway Maintenance Improvement Plan
2. Multiple tools in addition to mill & overlay

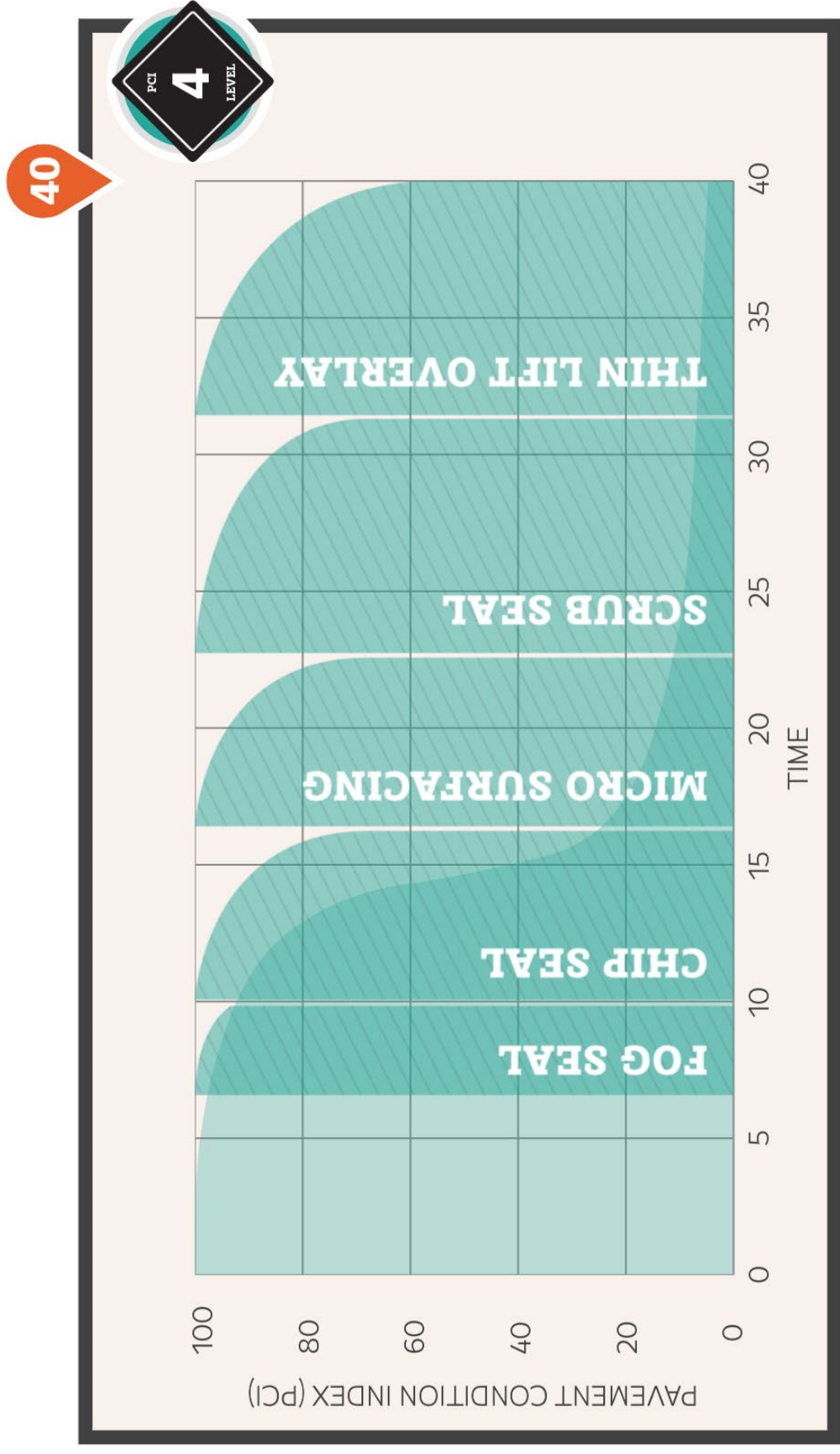


Current Roadway Treatment Method

YEAR



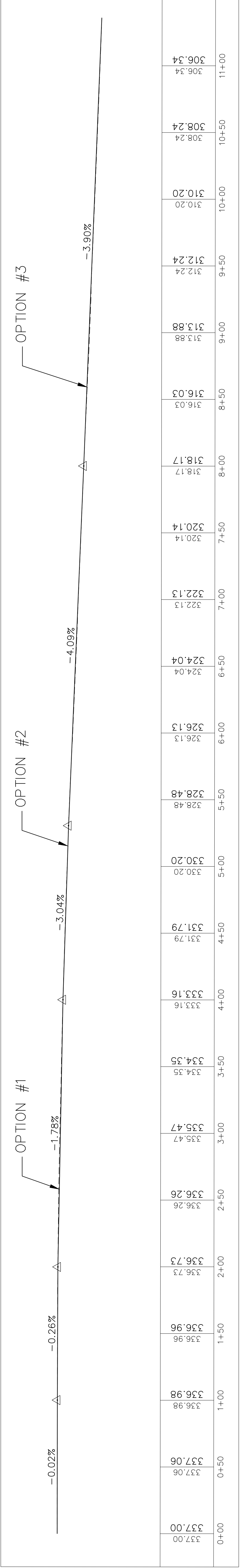
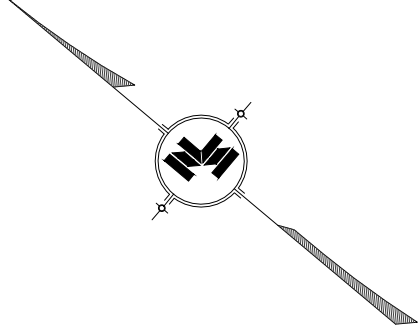
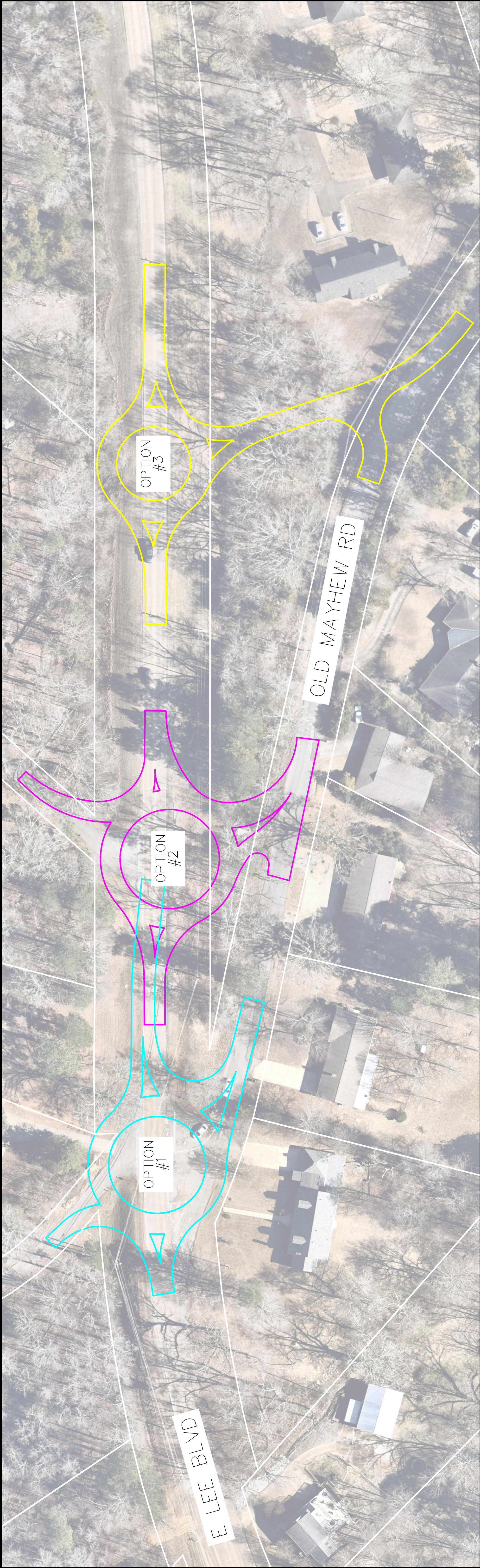
Pavement Preservation and Maintenance In Practice



Next Steps

1. Initial Roadway Maintenance Improvement Plan
 - (Civil-Link)
2. Future Updates & Maintenance Plan
 - (In-House w/Engineering Department)
3. Continue to fine-tune and revise over time





FOR PRELIMINARY DISCUSSION

REVISIONS		DESCRIPTION	
NO.	DATE	BY	

DRAWING INFORMATION			
FILENAME:			
SCALE:			
SURVEYED BY:		DATE:	XX
DSGN:		DATE:	XX
DRWN:		DATE:	XX
CHKD:		DATE:	
QA/QC:		DATE:	



ROUNDABOUT OPTIONS WITH E. LEE BLVD PROFILE	
WORKING NUMBER:	DRAWING NUMBER:

OVERALL TOTAL	
OPTION 1 (ROUNDABOUT)	\$ 1,650,004.36
OPTION 2 (ROUNDABOUT)	\$ 1,691,280.00
OPTION 2 (INTERSECTION)	\$ 358,363.64
OPTION 3 (ROUNDABOUT)	\$ 1,980,916.36
OPTION 3 (MINI)	\$ 1,561,680.00
OPTION 3 (INTERSECTION)	\$ 570,240.00



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, SEPTEMBER 29, 2023**

**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: MINUTES
AGENDA DATE: 10-17-23
PAGE: 1 of 38

SUBJECT: Request approval of the minutes of the October 3, 2023 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 October 3, 2023 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 3, 2023**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 3, 2023 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 Berk Huskison 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 Beatty asked that Utilities Item 1 (The Walk) be removed from consent.

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

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

Alderman Brooks offered a motion, duly seconded by Alderman Rupp, to approve the October 3, 2023 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
REGULAR MEETING OF TUESDAY, OCTOBER 3, 2023
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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

**CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 2023 WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.**

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS: Employee Introductions
Cornerstone Grand Opening: October 13, 2023, 11:00 am

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARINGS

IX. MAYOR’S BUSINESS

A. CONSIDERATION OF APPROVING A CONTRACT EXTENSION WITH NARRATIVE 12 FOR THE UPCOMING FISCAL YEAR TO END SEPTEMBER 30, 2024.

X. BOARD BUSINESS

THERE ARE NO ITEMS FOR THIS AGENDA

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF WORK ORDER CHANGE #1 ON CONTRACT B FROM TABOR CONSTRUCTION IN THE AMOUNT OF \$4,062.00 TO REMOVE AND REPLACE A 16’ X 20’ SECTION OF DETERIORATED CONCRETE ADJACENT TO THE ONGOING WORK ON THE SOUTH HANGAR RAMP AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT AND PLANNING DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH CIVIL-LINK, LLC IN THE AMOUNT OF \$54,500.00 FOR ESTABLISHING A ROADWAY MAINTENANCE IMPROVEMENT PLAN.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 25, 2023 FOR FISCAL YEAR ENDING 9/30/23, 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.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. MOVE APPROVAL OF THE PROMOTIONS OF MATTHEW DAVIS AND JOSHUA WILSON TO THE RANK OF LIEUTENANT, SAMANTHA GILLEN, PRINSTON HENDERSON, CHRIS JACKSON, MOULTRIE LACEY, JERMY LOMAX AND JOHN PEARSON ALL TO THE RANK OF SERGEANT; AS WELL AS APPROVAL TO INCLUDE THE RETAINAGE OF CANDIDATES FROM THE PROMOTION PROCESS HELD IN SEPTEMBER 2023 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE POLICE DEPARTMENT WITHIN A PERIOD OF 6 MONTHS.
2. REQUEST AUTHORIZATION TO HIRE COREY PATTON AND MARIO MITCHELL AS NON-CERTIFIED POLICE OFFICERS.
3. REQUEST AUTHORIZATION TO HIRE VIRGINIA KILBURN AS A WATER TREATMENT OPERATOR.
4. REQUEST AUTHORIZATION TO HIRE JOHN RASBERRY AS A WASTE WATER OPERATOR II.
5. REQUEST AUTHORIZATION TO HIRE TRISTEN GRAHAM, PRESTON GREGG AND JORDEN NEYMAN AS ENTRY LEVEL FIREFIGHTERS.
6. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF A DISCIPLINARY ISSUE FOR A STARKVILLE POLICE OFFICER.

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF RENEWING A YEARLY PROFESSIONAL SERVICE AGREEMENT WITH GARNER COMMUNICATION SERVICES AT RATE OF \$12,000 PER YEAR.
2. REQUEST APPROVAL OF THE LOWEST QUOTE OF \$6,778.82 FROM DELL TECHNOLOGIES FOR SERVER SOFTWARE LICENSES REQUIRED FOR THE CITY HALL DATACENTER.

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. POLICE
THERE ARE NO ITEMS FOR THIS AGENDA
2. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL OF A SEWER UTILITY CONTRACT WITH MISSISSIPPI STATE UNIVERSITY AND THE WALK DEVELOPMENT.
2. REQUEST APPROVAL TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR STARKVILLE UTILITIES POLE INSPECTION.
3. REQUEST AUTHORIZATION TO DECLARE THE 2013 UTILITIES DEPARTMENT CCTV TRUCK (LAST 4 VIN:4377) AS SURPLUS AND SELL ON GOVDEALS.
4. REQUEST AUTHORIZATION TO DECLARE THE 2009 FORD F250 UTILITIES DEPARTMENT WWTP TRUCK (LAST 4 VIN:0374) AS SURPLUS AND SELL ON GOVDEALS.
5. REQUEST AUTHORIZATION TO APPROVE THE LOW QUOTE FROM NESCO FOR FIRE RESISTANT RAINSUITS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$6,325.49.
6. REQUEST AUTHORIZATION OF THE PURCHASE OF TWO DELL SERVERS REQUIRED TO UPGRADE STARKVILLE UTILITIES' ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM FOR THE STATE CONTRACT TOTAL PRICE OF \$23,824.00.
7. REQUEST APPROVAL OF TASK ORDER WITH SEVEN STATES POWER CORPORATION TO PERFORM SYSTEM PERFORMANCE AND FINANCIAL ANALYSIS TO IDENTIFY POTENTIAL OPPORTUNITIES FOR DEMAND RESPONSE.
8. REQUEST AUTHORIZATION TO DECLARE THE 1994 GMC C7H DUMP TRUCK (LAST 4 VIN: 5958) AS SURPLUS AND SELL ON GOVDEALS AND PURCHASE A REPLACEMENT VEHICLE (2023 F550) FROM ALL STATE FORD, WHO PROVIDED THE LOWEST QUOTE OF \$92,806.00.
9. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 TO ADD 10 CALENDAR DAYS AND A PRICE INCREASE OF \$22,605.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR STORM DRAIN INSTALLATION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 17, 2023 @ 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 – 21:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 2023 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 15, 2023 Work Session of the Mayor and Board of Aldermen” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF APPROVING A CONTRACT EXTENSION WITH NARRATIVE 12 FOR THE UPCOMING FISCAL YEAR TO END SEPTEMBER 30, 2024.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a contract extension with Narrative 12 for marketing and social media engagement for fiscal year 2023-2024” is enumerated, this consent item is thereby approved. Contract follows this page.

4. CONSIDERATION OF WORK ORDER CHANGE #1 ON CONTRACT B FROM TABOR CONSTRUCTION IN THE AMOUNT OF \$4,062.00 TO REMOVE AND REPLACE A 16’ X 20’ SECTION OF DETERIORATED CONCRETE ADJACENT TO THE ONGOING WORK ON THE SOUTH HANGAR RAMP AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of work order change #1 on contract B from Tabor Construction in the amount of \$4,062.00 to remove and replace a 16’ x 20’ section of deteriorated concrete adjacent to the ongoing work on the South Hangar ramp at George M. Bryan Field” is enumerated, this consent item is thereby approved. Work Order follows Narrative 12 contract.

5. CONSIDERATION OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH CIVIL-LINK, LLC IN THE AMOUNT OF \$54,500.00 FOR ESTABLISHING A ROADWAY MAINTENANCE IMPROVEMENT PLAN.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of a professional services agreement with Civil-Link in the amount of \$54,500.00 for establishing a roadway maintenance improvement plan” is enumerated, this consent item is thereby approved. Agreement follows airport work order.

6. CONSIDERATION OF THE PROMOTIONS OF MATTHEW DAVIS AND JOSHUA WILSON TO THE RANK OF LIEUTENANT, SAMANTHA GILLEN, PRINSTON HENDERSON, CHRIS JACKSON, MOULTRIE LACEY, JERMY LOMAX AND JOHN PEARSON ALL TO THE RANK OF SERGEANT; AS WELL AS APPROVAL TO INCLUDE THE RETAINAGE OF CANDIDATES FROM THE PROMOTION PROCESS HELD IN SEPTEMBER 2023 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE POLICE DEPARTMENT WITHIN A PERIOD OF 6 MONTHS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the promotions of Matthew Davis and Joshua Wilson to the rank of Lieutenant, Samantha Gillen, Prinston Henderson, Chris Jackson, Moultrie Lacey, Jermy Lomax and John Pearson all to the rank of Sergeant; as well as approval to include the retainage of candidates from the promotion process held in September 2023 for consideration to fill any additional vacant position due to retirements, terminations, or approved additions to the Police Department within a period of 6 months” is enumerated, this consent item is thereby approved.

Working Agreement

Between

NARRATIVE¹²

and

CITY OF
STARKVILLE

October 2023 – September 2024

We are pleased to confirm the terms on which *Narrative12* will act as a marketing and public relations firm of record for the City of Starkville, for purposes of this document referred to as the City.

I. *NARRATIVE12* RESPONSIBILITIES AND COMPENSATION

- A. *Narrative12* will perform the services customarily performed by an advertising, public relations, and marketing company as directed by the City of Starkville. This contract is specifically created to focus on the planning and execution of social media platforms and a comprehensive public information initiative with a budget of \$4,500 per month.

The deliverables outlined above do not include:

- Printing/design costs
- Talent fees
- Stock images
- Music rights
- Media/advertising placements
- Photography
- Audio/video production costs
- Mailing costs
- Travel expenses
- Web hosting
- Meeting room rentals

- B. Social media coordination shall include management of a comprehensive and dynamic social media presence that utilizes a combination of original content as well as strategically linking relevant stories that yield audience engagement and drive traffic to the City's website. Placements shall include a minimum of three Facebook along with two Instagram and Twitter posts per week.
- C. *Narrative12* will be compensated for the performance of its services on a fee basis over the length of this agreement from October 1, 2023 through September 30, 2024. This fee is to be paid in monthly installments based on billings issued at the end of each month.
- D. Any projects outside the scope of this agreement (such as slide shows, special videos, etc.) will be billed separately at rates agreed upon prior to the beginning of any work.
- E. *Narrative12* shall not disseminate, or use for its own purposes, both during and after the termination of this agreement, any confidential information imparted to *Narrative12* by the City. For purposes of this agreement, "confidential information" shall mean any information imparted to *Narrative12* by the City of Starkville or derived from such information or developed by *Narrative12* in connection with the services to be performed under this agreement.

- F. *Narrative12* recognizes the City of Starkville's reservation of the right, in *Narrative12*'s discretion, to modify, reject or cancel or discontinue any plans, schedules or works in progress; and in such event *Narrative12* will immediately take proper steps to carry out the City's instructions. The City of Starkville agrees, however, to pay all of the proper charges and expenses incurred by *Narrative12* in connection with such work up to the time of its modification, rejection, cancellation and/or discontinuance and for properly imposed charges cancellation of any commitments previously authorized in writing by the City.

II. APPROVALS

- A. *Narrative12* will obtain approval from the City before doing any of the following:

1. Adopting a marketing strategy for services or products.
2. Preparing a marketing campaign.
3. Developing or placing messages to City of Starkville social platforms.

Additional projects assigned, but not defined in this document, shall be approved and estimated on a case-by-case basis, as needed.

- B. All authorizations for services and all approvals will be made by the City mayor, unless or until others are designated in writing.
- C. It is understood that the City of Starkville reserves the right to modify, revise or cancel any plans, schedules or work. In the event the City notifies *Narrative12* that it wishes to do so, *Narrative12* will take steps as promptly as is practicable to stop or revise the work. In connection with any such action, the City agrees to pay *Narrative12* according to the terms of this agreement for any work done, including any contracts and commitments *Narrative12* is unable to cancel, and to reimburse *Narrative12* for any cancellation penalties incurred.
- D. In all cases where substantial expenditures by the City of Starkville are involved, *Narrative12* will obtain specific written approval before making commitments.

III. BILLING AND PAYMENTS

A. Billings to the City of Starkville will be rendered as follows:

1. Charges will be billed monthly under one invoice for all agreed-upon services.
2. *Narrative12* shall submit with each invoice all supporting documentation as may be reasonably requested by the City of Starkville.
3. The City of Starkville will reimburse *Narrative12* at net cost for all reasonable travel and living expenses incurred by *Narrative12* staff in servicing the City account hereunder, subject to *Narrative12* obtaining prior approval from the City for the travel.

IV. MATERIALS AND IDEAS

- A. It is understood that any plans developed by *Narrative12* will remain its property (regardless of whether any embodiment of the plans or ideas is in the possession of the City of Starkville) until paid for and executed as provided in this agreement, when they shall become the sole and exclusive property of the City. *Narrative12* retains the right to reference and display the work products done for the City of Starkville for *Narrative12*'s own promotional purposes.
- B. *Narrative12* acknowledges its responsibility, both during and for one year after the end of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary information or data developed by *Narrative12* on behalf of the City of Starkville or disclosed by the City to *Narrative12*.

V. INDEMNIFICATION

- A. *Narrative12*'s appointment under this agreement will be effective from October 1, 2023 through September 30, 2024. It will then automatically renew and be updated with an addendum, communicating the revised compensation and deliverable portions of the contract, based on future goals and budgets. If the agreement is not to be renewed, the City of Starkville or *Narrative12* will provide a 30-day notice of termination. The respective rights and responsibilities of the City and *Narrative12* will continue in force during the notice period.
- B. It is understood that the above terms will be subject to review at any time hereafter at the request of the City of Starkville or *Narrative12* considering changing business circumstances. If at any point the City or *Narrative12* determines the conditions of this agreement are not being met or services not being provided, either party may notify the other in writing of its intention to cancel the contract via a 30-day notice of termination. The respective rights and responsibilities of the City and *Narrative12* will continue in force during the notice period.

- C. Upon receipt of termination, *Narrative12* shall submit to the City of Starkville a written report of all current and future jobs. The City shall thereupon authorize *Narrative12* in writing which jobs shall be brought to completion.
- D. Should termination occur, *Narrative12* will bill the City of Starkville for all amounts remaining due under this agreement (to the extent it has not done so already) and the City will pay such amounts within 30 days. All property and materials in the possession of *Narrative12* and previously paid for or owned by the City shall be transferred to City or its designated representatives.
- E. This agreement constitutes the entire agreement between the parties and may not be amended except in writing executed by both parties.

Narrative12 represents and warrants that it has, and shall maintain throughout the term hereof, all necessary personnel support staff, equipment, licenses, permits to provide the services required under this agreement.

APPROVED AND ACCEPTED:

Narrative12

By: 
Checky Herrington
Principal

Date: 9/29/23

City of Starkville

By: 
Lynn Spruill
Mayor

Date: 10-3-2023

Clearwater Consultants, Inc.

Environmental Engineers

316 University Drive
Post Office Box 1328
Starkville, Mississippi 39760
(662) 323-8000
(662) 323-2200 Fax
info@clearwaterconsultants.com

Change Order No. 1

Project: South Hangar Ramp Expansion, Rehabilitation and Related Improvements
Effective Date: October 4, 2023
Owner: George M. Bryan Field, Starkville, Mississippi
Owner's Project Number: MM- 0068-1023
2023 STF MDOT Project
Contractor: Tabor Construction and Development
200 S. Montgomery, Suite 201
Starkville, MS 39759
Engineer: Clearwater Consultants, Inc.
Post Office Box 1328
Starkville, Mississippi 39760

Description: South Hangar Ramp Expansion, Rehabilitation and Related Improvements

Description	Cost
- Removal and replacement of 16' x 20' section of deteriorated concrete	\$ 4,062.18
Previous Contract Price	<u>\$ 168,031.50</u>
New Contract Price	\$ 172,093.68

RECOMMENDED:	APPROVED:	ACCEPTED:
By:  Engineer (Authorized Signature)	By:  Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Date: <u>9/26/2023</u>	Date: <u>10.3.2023</u>	Date: <u>9/26/23</u>



September 25, 2023

Cody Burnett, PE, CFM
City Engineer
110 W Main Street
Starkville, MS 39759

REFERENCE: ROADWAY MAINTENANCE AND IMPROVEMENTS PLAN (MIP)
STARKVILLE, MISSISSIPPI

Dear Mr. Burnett:

Civil-Link, LLC (*hereafter "CL"*), located at 5779 Getwell Road Bldg. B, Southaven, MS 38672, is pleased to provide this Letter Agreement to Starkville (*hereafter "City"*) in order to provide services related to the above referenced project. CL will video and rate all the City streets in order to estimate the roadway maintenance schematic level needs over the next 7 to 10 year period. In addition, CL will provide a list of alternative pavement preservation and treatment practices that could be utilized to maximize the efficiency of yearly maintenance investments by the City in the local roadway network. CL will assist the City in the development of projected long-term costs based on the schematic level maintenance needs and will compile this information as part of a MIP that will serve as a basis for the development and facilitation of a future maintenance program for all City roadways. A detailed list of our services are included herein as Exhibit B. The future maintenance program and its implementation and the construction engineering/management required are not part of this Agreement and, if necessary, shall be made part of future services as part of a new or amended agreement.

We propose to provide these services as defined for the Roadway Maintenance and Improvements Plan for a total fixed fee of **\$54,500.00** with the following breakdown of the proposed schedule of services:

Task	Amount	Due Date
Roadway Network Evaluation & Mapping	\$ 37,500.00	45 Days from NTP
Maintenance Improvements Plan	\$ 12,000.00	90 Days from NTP
Web Application Annual Subscription (3 Years)	\$ 5,000.00	Upon Final Deliverable

Upon request from the City, CL will assist the City with implementation utilizing our hourly services included in Exhibit C - Hourly Rate Schedule for Professional Services at a not-to-exceed cost of **\$10,000.00**.

Additional services may include, but are not limited to, items such as: planning assistance, term bid contract development, development of yearly schedules of work, and any other engineering services requested. Also, on a case-by-case basis between the City and CL, specific services with a more clearly defined scope may be negotiated under this Letter Agreement as additional services.

5779 Getwell Road, Bldg. B • Southaven, MS 38672 • Phone: (662) 510-2169 • Fax: (662) 510-2197

The City will be billed per month based on the percentage of completion for fixed fee services or the actual hours of work for Requested Additional Services. All work will be performed in accordance with our General Terms and Conditions attached as Exhibit A.

This Letter Agreement, consisting of two pages; Exhibit A, consisting of one page; Exhibit B, consisting of two pages, Exhibit C, consisting of one page, constitute the entire Agreement between the City and CL and may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

We appreciate the opportunity to provide these services and we look forward to working with the City on this project. If the terms of this Letter Agreement are acceptable, please execute and return a copy to us.

Sincerely,
CIVIL-LINK, LLC

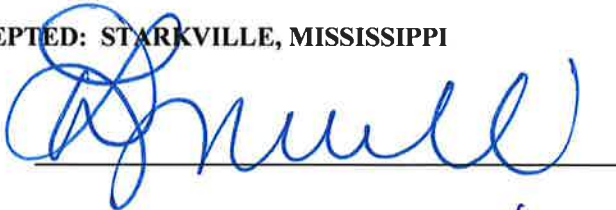


Dan Cordell, PE
Principal

Attachment: *Exhibit A - General Terms and Conditions*
 Exhibit B - Scope of Services
 Exhibit C - Hourly Rate Schedule

ACCEPTED: STARKVILLE, MISSISSIPPI

By:



Title:

D. Lynn Spruill /Mayer

Date:

10.3.2023



EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Company and Client.** Company shall serve as Client's consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Company shall not be considered to be the agent of the Client.
2. **Responsibility of the Company.** Company will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Company shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Company be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other consultant not under contract to the Company to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.
Company shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Company will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.
3. **Responsibility of the Client.** Client shall provide all criteria and full information as to its requirements for the Project, including budgetary limitations. Client shall arrange for Company to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.
Client shall give prompt written notice to the Company whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Company's services, or any defect or nonconformance in the work of any construction contractor.
Client shall examine all documents presented by Company, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Company.
4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Company in connection with any or all of the services furnished hereunder shall be the property of Client. Company shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Company pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Company, shall be at Client's sole risk.
7. **Opinions of Cost.** Since the Company has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Company cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and Company and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Company's services are delayed by the Client, or for other reasons beyond the Company's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Company may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Company, require Company to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Company shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Company will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Company for the costs of such suspension and remobilization.
12. **Termination.** This Agreement may be terminated by either party upon 7 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Services rendered by Company before the termination date shall be paid by Client.
13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
14. **Indemnification.** Company shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Company.
In the event of joint or concurrent negligence of Company and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.
~~Client shall not be liable to the Company, and the Company shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Company or their employees, agents or subcontractors, by reason of services rendered under this Agreement.~~
15. **Legal Proceedings.** In the event Company's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Company is not a party to such proceeding, Client will compensate Company for its services and reimburse Company for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Company to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.
16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Company shall maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$1,000,000/\$2,000,000; automotive liability with maximum limits of \$1,000,000/\$1,000,000; and professional liability insurance in the max amount maintained by Company.
18. **Information Provided by the Client.** The Company shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Company. In this case, the Client recognizes that the Company cannot assure the sufficiency of such information. Accordingly, the Company shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Company for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Company or Company's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Company properly inferred to exist between sampling points may differ significantly from those that actually exist.
Company will locate utilities which will affect the project from information provided by the Client and utility companies and from Company's surveys. In that these utility locations are based, at least in part, on information from others, Company cannot and does not warrant their completeness and accuracy.
20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Company is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Company in writing prior to initiation of services under this Agreement.
Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Company agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Company and agrees to indemnify, defend and hold Company harmless from any claim or liability for injury or loss arising from Company's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Company for any time spent and expenses incurred by Company in defense of any such claim.
21. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Company provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Company for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Company for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Company will be limited to the cost increase and not the entire cost of the change order.
22. **Payment.** Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Company's services is not contingent on any factor except Company's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
24. **Force Majeure.** Neither Client nor Company shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Company shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.
28. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Company hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
29. This contract is voidable without penalty by a successor governing authority of the Client.

Exhibit B

Scope of Services

I. Services related to the Roadway Maintenance and Improvements Plan by Task:

A. Roadway Network Condition Evaluation, Attribute Collection & Mapping

CL will work to complete a GIS based roadway network condition evaluation for all City-maintained roadways. The survey will be based on roadway centerline GIS data provided by the City. Roadway attribute data will be collected during this phase that can be used to inform cost estimates developed in the Maintenance and Improvements Planning phase as well as the web application. Roadway condition ratings will be collected in segments of 60 feet to 120 feet using the PASER scale appropriate for the road surface type. Video will be collected of every road rated during the field survey and can be loaded into the web application video tool and viewed by clicking the road linework at any position. The results of the field survey and attribute collection will be processed, validated, checked and reviewed for quality assurance. A meeting will be set to review the field survey results.

- CL will use road network centerline data provided by the City and will confirm survey linework with the City prior to beginning the field survey.
- Custom Road Network Condition Evaluation:
 - Video of existing streets.
 - PASER rating in 60-120 ft segments.
- GIS linework of the roadway network showing roadway condition rating.
- Per road assignment of the following attributes based on City records and aerial imagery:
 - Lane Count
 - Lane Width
 - Striping Presence
 - Turn Lane Presence
 - Bike Lane Presence
 - Surface Material
 - Curb and Gutter Presence
 - Cove Presence
 - Functional Classification
- One review meeting between CL and the City to report results and initial assessment of the existing roadway network.

The fee is based on an estimated 300 road miles and covers the cost of attribute data collection, road rating, video assessment, data processing, quality assurance and control, and one review meeting.

B. Maintenance and Improvements Planning

A Roadway Maintenance & Improvements Plan (MIP) is intended to serve as the basis for a multi-year strategy to maintain and improve existing roadways. The MIP is used to identify the types of problems that should be addressed in the existing roadway system to meet its long-term goals. The MIP will provide alternative maintenance, treatment and improvement options aimed at specifically addressing the needs of the City's roadway network. The MIP will also provide planning-level cost information that can be utilized by the City to develop a long-term maintenance program and related finance program.

The MIP will be developed using industry best-practices along with information about the City's methods and available options. The City will be involved in determining appropriate treatment choices for plan development. Once a set of treatment choices is settled upon, CL will then work to gather average local prices of those options in order to best represent expected actual pricing (average prices may vary depending on factors such as availability, contractor competition, distance from material sources, etc). CL will then apply the accepted treatment choices to the appropriate road ratings to develop planning-level cost estimates.

Using the general life expectancy of treatments along with the gathered costs, CL will develop a multi-year budget scenario in which every mile of road can be brought up to what may be considered a 'maintenance' level of quality over the course of several years. This 'best-case' scenario will then be discussed and reviewed with the City to determine feasibility. In-order to develop a plan that the City can work to achieve and feasibly implement, CL will help develop a budget scenario that aligns with the City's expected budget numbers while still working toward the City's overall goals developed during the planning process.

Associated information pertaining to the services completed in this phase of the project include:

- Develop and present general options for alternative pavements treatment methods that may be utilized in addition to bituminous overlays in order to preserve/improve existing roadways.
- Assist the City in development of program goals and associated term (timeframe) for implementation.
- Development of planning level yearly and total program costs based on potential program terms and related considerations.
- Breakdown of treatment options applicable to type of road: Residential Streets, Major Thoroughfares, etc.
- CL will use municipal boundary data, such as Wards or City Limits, provided by the City to inform the linework reporting and map creation processes.
- The road linework dataset with ratings and attributes as well as the generated MIP data belong to the City and will be provided with the information CL develops under this contract. The City can also choose to house this information within CL's GIS systems for hosting and future data maintenance purposes.
- The MIP does not include field verified lane counts or lane widths, engineering design or final design level cost estimates for individual projects. A yearly breakdown of specific projects to be included over the term of the MIP will not be provided as a part of this phase of the project.

C. Web Application Subscription

CL will provide the City with online access to its custom programs and tools that will allow viewing of the GIS linework and video data collected that may be collected as part of this Agreement or as part of future services. Web Hosting will be maintained by CL for the first three years of this contract, thereafter the City will have the option to continue hosting through CL for an additional yearly fee at \$2,000 per year.

EXHIBIT C
CIVIL-LINK
HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	LABOR RATES
Executive/Principal	\$250.00
Engineering Manager/ Sr. Traffic Signal Engineer	\$215.00
Sr. Project Engineer / Sr. Project Manager	\$155.00
Sr. Traffic Technician	\$130.00
Project Engineer / Project Manager	\$130.00
Design Engineer / Sr. Designer / Sr. Engineering Technician / Sr. Inspector *	\$120.00
Survey Manager	\$115.00
Designer / Engineering Technician / Inspector *	\$105.00
Engineer Intern	\$105.00
Professional Land Surveyor	\$85.00
CADD Technician *	\$85.00
Graduate Engineer	\$95.00
Sr. Administrative *	\$75.00
Survey Crew / Field Labor *	\$60.00
Administrative *	\$50.00
GPS Survey Party *	\$115.00
Two-Member Survey Party *	\$135.00
Three-Member Survey Party *	\$150.00

* Indicates non-exempt classifications and the hourly rates listed only applies to regular time work. If overtime work is required to meet the client's schedule, an overtime rate will have to be negotiated.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.52/mile
UTV / ATV	\$20.00/hour

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

7. CONSIDERATION TO HIRE COREY PATTON AND MARIO MITCHELL AS NON-CERTIFIED POLICE OFFICERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Corey Patton and Mario Mitchell as Non-Certified Police Officers” is enumerated, this consent item is thereby approved.

8. CONSIDERATION TO HIRE VIRGINIA KILBURN AS A WATER TREATMENT OPERATOR.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Virginia Kilburn as a Water Treatment Operator” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF TO HIRE JOHN RASBERRY AS A WASTE WATER OPERATOR II.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire John Rasberry as a Waste Water Operator II” is enumerated, this consent item is thereby approved.

10. CONSIDERATION TO HIRE TRISTEN GRAHAM, PRESTON GREGG AND JORDEN NEYMAN AS ENTRY LEVEL FIREFIGHTERS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to hire Tristen Graham, Preston Gregg and Jorden Neyman as Entry Level Firefighters” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF THE DISCIPLINE RECOMMENDED BY STARKVILLE POLICE CHIEF MARK BALLARD AS A RESULT OF A DISCIPLINARY ISSUE FOR A STARKVILLE POLICE OFFICER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the discipline recommended by Starkville Police Chief Mark Ballard as a result of a disciplinary issue for a Starkville Police Officer” is enumerated, this consent item is thereby approved.

12. CONSIDERATION TO RENEW A YEARLY PROFESSIONAL SERVICE AGREEMENT WITH GARNER COMMUNICATION SERVICES AT A RATE OF \$12,000 PER YEAR.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the renewal of a yearly professional service agreement with Garner Communication Services at a rate of \$12,000 per year” is enumerated, this consent item is thereby approved. Agreement follows this page.

CONSULTING & RETAINER AGREEMENT

This Agreement is made effective as of Oct 1st, 2023 , by and between City of Starkville City Hall and Stacy Garner of Garner Communication Services, LLC of 133 Elm Cove, Columbus, MS, 39701.

In this Agreement, the party who is contracting to receive services shall be referred to as "Client", and the party who will be providing the services shall be referred to as "Consultant".

Consultant has a background in Network, Communication and Fiber Optics and is willing to provide services to Client based on this background. Client remains responsible for all of their decisions.

Client desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on Oct 1st, 2023 , Consultant will provide the following services (collectively, the "Services"): Assist Client as they seek to accomplish any of the following:

LAN\WAN Network Support, Communication, Consulting & Design for Structural Cabling & Outside Plant (OSP) Systems including CAT5/6, FiberOptics, Wireless, Network, Camera and Telephony. System design includes hardware & procedure recommendations, "As-Built" and Change Management documentation for Fiber Optic Network (FON). Services are billed at rate schedule.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. Client will rely on Consultant to work as many hours as may be reasonably necessary to fulfill Consultant's obligations under this Agreement.

3. RETAINER/PAYMENT. Client will pay a retainer to Consultant for the Services in the amount of \$1,000.00/month. This fee shall be invoiced per year and payable in 12 installments due at beginning of each service month. This retainer is non-refundable. Consultant shall bill first to the retainer. Upon depletion of retainer per month, Client shall pay additional fees, if any, upon presentment of a billing statement by Consultant. Rates are determined by the attached "Rate Schedule."

4. EXPENSE REIMBURSEMENT. Consultant shall be entitled to reimbursement from Client for the following "out-of-pocket" expenses: travel expenses.

5. SUPPORT SERVICES. Client will provide the following support services for the benefit of Consultant: Provide all documents and information necessary to support LAN\WAN & FON.

6. TERM/TERMINATION. This Agreement shall renew automatically 1 year from the effective date of this agreement. Written 30-day notice required prior to term renewal to cancel.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to Client, and not an employee of Client. Client will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

8. EMPLOYEES. Consultant's employees, if any, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement.

9. CONFIDENTIALITY. Client recognizes that Consultant has and will have the following information:

- business affairs; financial information; personal information; future plans; and other proprietary information (collectively, "Information") which are valuable, special and unique assets of Client and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for Consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior consent of Client. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

10. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

11. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver all records, notes, and data of any nature that are in Consultant's possession or under Consultant's control and that are Client's property or relate to Client's business.

12. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, email or deposited in the United States mail, postage prepaid, addressed as follows:

IF for Client: City of Starkville 110 W. Main Street, Starkville, MS 39759

IF for Consultant:

Garner Communication Services, LLC; Attn: Stacy Garner, 133 Elm Cove, Columbus, MS 39701
Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any

provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Mississippi.

Party receiving services:

By: _____

Party providing services: Garner Communication Services, LLC

By: _____

Stacy Garner – Consultant
Date: 10/2/23

CONSULTING & RETAINER RATE SCHEDULE

The rates below shall be referred to as the "Rate Schedule". This Rate Schedule is made effective as of Oct. 1st, 2023, by and between City of Starkville – City Hall and Garner Communication Services, LLC. Rates are quoted on single quantity unless other qty discounts or "not to exceed" amounts approved. Rates are subject to change with minimal 30 days written notice.

Tech I rate (\$75\hr) –

1. Is typically general Network\PC, WiFi or CAT5\6 wiring general troubleshooting or install. This rate does not include materials.

Tech II rate (\$100\hr) -

1. Is typically any managed network equipment (router\switch\firewall or voip) advanced troubleshooting or programing. This includes VLAN, Wireshark, Packet Capture, Ethernet testing, Advanced WiFi Troubleshooting, WiFi Heatmap Survey, lysis.
2. General Fiber\GPON optical power testing or connector cleaning.
3. Network\Telcom general consulting.

Tech III rate (\$125\hr) -

1. Fiber or GPON OTDR\iOLM testing.
2. Fiber Fusion Splicing.
3. Network Telcom\Design

All work is scheduled as Priority 1 (Best Effort) at Tech (I,II or III) rate if requested during normal business hours of 7am to 6pm M-F. unless otherwise requested to expedite to Priority II or Priority III.

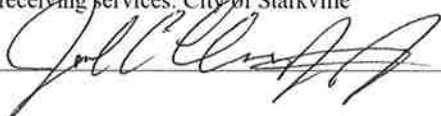
Priority II (Expedited) - minimum rate is 1.25x regular Tech Rate (I, II or III) during normal business hours. Priority II is expedited to same day or next (if available).

Priority III (High Priority) – minimum rate is 1.5x regular Tech Rate (I,II or III) during normal business hours. Priority III is a minimum 4hr response time with same day service (if available).

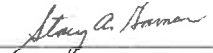
Any work outside normal business hours will be billed as "After Hours & Weekend" at 1.5x the Tech (I,II or III) rate or requested Priority (II or III) whichever is greater.

Any travel is billed at flat \$75\hr (roundtrip)

Party receiving services: City of Starkville

By: 

Party providing services: Garner Communication Services, LLC

By: 

Stacy Garner – Consultant

Garner Communication Services, LLC

133 Elm Cove
MS 39701

Invoice

Date	Invoice #
9/26/2023	1046565

Bill To
City of Starkville

Ship To

P.O. Number		Terms	Rep	Ship	Via	F.O.B.	Project	
		Due on receipt		9/26/2023				
Quantity	Item Code	Description				Price Each		Amount
12	PSA	Professional Service Agreement Retainer				1,000.00		12,000.00
		Period (10/1/23 to 9/30/24)						
		MS Sales Tax				7.00%		0.00

13. CONSIDERATION OF THE LOWEST QUOTE OF \$6,778.82 FROM DELL TECHNOLOGIES FOR SERVER SOFTWARE LICENSES REQUIRED FOR THE CITY HALL DATACENTER.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the lowest quote of \$6,778.82 from Dell Technologies for server software licenses required for the City Hall datacenter” is enumerated, this consent item is thereby approved.

Two Quotes: Nextstep - \$8,615.00 and Dell - \$6,778.82

14. APPROVAL TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR STARKVILLE UTILITIES POLE INSPECTION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Request for Proposals for Starkville Utilities pole inspection” is enumerated, this consent item is thereby approved.

15. APPROVAL TO DECLARE THE 2013 UTILITIES DEPARTMENT CCTV TRUCK (LAST 4 VIN:4377) AS SURPLUS AND SELL ON GOVDEALS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to declare the 2013 Utilities Department CCTV Truck (last 4 VIN:4377) as surplus and sell on Govdeals” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO DECLARE THE 2009 FORD F250 UTILITIES DEPARTMENT WWTP TRUCK (LAST 4 VIN:0374) AS SURPLUS AND SELL ON GOVDEALS.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval to declare the 2009 Ford F250 Utilities Department WWTP Truck (last 4 VIN:0374) as surplus and sell on GovDeals” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO APPROVE THE LOW QUOTE FROM NESCO FOR FIRE RESISTANT RAINSUITS FOR THE ELECTRIC DIVISION IN THE AMOUNT OF \$6,325.49.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the low quote from Nesco for FR Rainsuits for the Electric Division in the amount of \$6,325.49” is enumerated, this consent item is thereby approved. Two Quotes: Stuart Irby - \$6,295.88 and Nesco - \$6,325.49

18. CONSIDERATION OF THE PURCHASE OF TWO DELL SERVERS REQUIRED TO UPGRADE STARKVILLE UTILITIES' ADVANCED METERING INFRASTRUCTURE (AMI) SYSTEM FOR THE STATE CONTRACT TOTAL PRICE OF \$23,824.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of two Dell servers required to upgrade Starkville Utilities' Advanced Metering Infrastructure (AMI) system for the state contract total price of \$23,824” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF TASK ORDER WITH SEVEN STATES POWER CORPORATION TO PERFORM SYSTEM PERFORMANCE AND FINANCIAL ANALYSIS TO IDENTIFY POTENTIAL OPPORTUNITIES FOR DEMAND RESPONSE.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Task Order with Seven States Power Corporation to perform System performance and financial analysis to identify potential opportunities for Demand Response” is enumerated, this consent item is thereby approved.

The Task Order follows this page.

20. CONSIDERATION TO DECLARE THE 1994 GMC C7H DUMP TRUCK (LAST 4 VIN: 5958) AS SURPLUS AND SELL ON GOVDEALS AND PURCHASE A REPLACEMENT VEHICLE (2023 F550) FROM ALL STATE FORD, WHO PROVIDED THE LOWEST QUOTE OF \$92,806.00.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval declare the 1994 GMC C7H Dump Truck (last 4 VIN: 5958) as surplus and sell on GovDeals and purchase a replacement vehicle (2023 F550) from All State Ford, who provided the lowest quote of \$92,806.00” is enumerated, this consent item is thereby approved.

Three Quotes: \$92,806.00 - All State Ford, \$97,423.00 - Ted Russell Ford and \$ 98,019.90 - Cannon Ford

21. CONSIDERATION OF APPROVAL OF CHANGE ORDER #3 TO ADD 10 CALENDAR DAYS AND A PRICE INCREASE OF \$22,605.00 FOR THE MAIN STREET WATER AND SEWER IMPROVEMENTS PROJECT FOR STORM DRAIN INSTALLATION.

Upon the motion of Alderman Brooks, duly seconded by Alderman Rupp, and adopted by the Board to approve the October 3, 2023 Official Agenda, and to accept items for consent, whereby the “approval of Change Order #3 to add 10 calendar days and a price increase of \$22,605.00 for the Main Street Water and Sewer Improvements Project for storm drain installation” is enumerated, this consent item is thereby approved.

The Change Order follows the Task Order.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new Sanitation and Environmental Services employees:

Kenny Belvin, Nicholas Studdie and Stephanie Walker

She then invited everyone to the Grand Opening and Ribbon Cutting of Cornerstone Park on Friday, October 13, 2023 at 11 a.m.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk encouraged everyone to register to vote, if they have not already, and to vote November 7.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the Police for keeping everyone safe these past football weekends. He also asked that citizens be kept up to date on where to vote at the next election.

Chris Taylor noted that Friday, Oct 6 is the last day to register to vote in the November 7 election. He then stated that he feels Brush Harbor Cemetery needs to be enclosed with a fence. He also asked that the City provide an update soon on the building at the corner of Hwy 182 and MLK Drive.

Jordan and Juriah Lowe thanked Mayor and Board for support of Mayor's Youth Council.



EXHIBIT C - SCOPE OF WORK ADDENDUM

This Scope of Work Addendum is executed by Seven States Power Corporation (“Seven States”) and [LPC NAME] (“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 16th, 2021 (the “Agreement”). The terms of the Agreement are incorporated herein by reference as applicable to the performance of the Services.

Scope

To aid Member in their pursuit of reliable and resilient energy for their community, Seven States will consult with Member on the benefits and costs associated with Battery Energy Storage Systems (“BESS”) sited on Member’s distribution network. Seven States is developing an aggregated BESS solution available to LPCs in the Valley to optimize efforts, maximize funding opportunities, and minimize project expenses. While a valley-wide solution will enable optimization, Member’s project will be analyzed as a stand-alone system which can be developed on its own merit. Seven States will (1) perform technical system performance and financial analysis to determine the needs of supplemental financing, grant funding, and/or tax incentives to assist in Member’s project feasibility, (2) include Member’s project in Seven States’ aggregated BESS grant applications to secure additional project funding, and (3) include Member’s project in an aggregated Request for Proposal for a BESS solution.

System Performance and Financial Analysis

Seven States will provide financial analysis of project accounting for capital investment, operations and maintenance costs, warranty costs, wholesale savings, retail customer benefit, system benefit, investment tax credit potential, sensitivity analysis, and projected cash flow statement.

Seven States will provide optimized BESS dispatch schedules to accommodate desired outcomes and maximize availability.

Seven States will provide consulting to answer questions to aid Member in determining project viability.

Member will provide a potential site on their system for the BESS to be analyzed.

Member will provide, at a minimum, hourly general service interval data for the system load and interval data for the connected substation load for the site under analysis for one (1) year.

Member will provide an estimated cost for interconnection to the distribution network at the potential BESS site.

Member will provide necessary assumptions to be included in the financial analysis (e.g., financial cost of capital, PILOT rate, hurdle rate, etc.)

Grant Services

Seven States will evaluate and include Member's project in Seven States led, aggregated, federal and state grant applications as they become available.

Seven States will serve as the prime on the grant applications with Member listed as a subrecipient.

Member will provide letters of financial support and site-host commitment letters, and coordinate obtaining letter of community support, for the BESS project, as the grant applications require.

Procurement Management

Seven States will include Member's project in an aggregated Seven States led Request for Proposal for BESS solutions, consisting of equipment, warranty, installation, commissioning, and maintenance services.

Seven States will develop a pricing structure within the Request for Proposal to account for different power and capacity requirements to meet Member's project needs and system demands.

Should it serve the Member's interest, Seven States reserves the right to make aggregated purchases of BESS hardware, software, make-ready construction, and/or O&M services to be deployed to Member's project. Procurement rendered through Seven States will follow the terms and conditions set forth in **Exhibit B**.

Payment

Each item of the Services shall be billed at a one-time fixed fee at the amounts listed below and payable within thirty (30) days of the item's commencement. Should the project be cancelled at any point between the items listed below, the remaining item's will be cancelled from the Member's Agreement.

\$ 10,000 - System Performance and Financial Analysis (per site analyzed)

\$ 7,500 - Grant Services

\$ 7,500 - Procurement Management

Confidential Information

Without intending to limit the scope or generality of Section 16 of the Agreement, the parties further agree that the following specific items are deemed to be included within the materials that are confidential information under this Agreement, and such items are to be treated as such in accordance with Section 16.

Seven States' Specifically Identified Confidential Information: Financial models,
equipment pricing, and investment tax credit analysis

Member's Specifically Identified Confidential Information: _____

Additional Services

As the BESS projects move from the development phase into the deployment phase, additional services are available (including but not limited to project management, engineering, O&M management, system monitoring and aggregation, etc.) and will be agreed upon via separate scope of work addendums.

SEVEN STATES POWER CORPORATION

By: _____ Date: _____
(Signature)

(Print Name)

Its: _____
(Title)

STARKVILLE UTILITIES

By: _____ Date: _____
(Signature)

(Print Name)

Its: _____
(Title)

Change Order

No. 23 ^{MTW}

Date of Issuance: 10/3/23

Effective Date: 10/3/23

Project: Main and Lampkin Water and Sewer Improvements	Owner: City of Starkville	Owner's Contract No.: 229003
Contract: Main and Lampkin Water and Sewer Improvements	Date of Contract: 03/07/23	
Contractor: DNA Underground, LLC	Engineer's Project No.:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Alley Storm Drain

Reason for Change Order: Addition of line items for storm drain installation and increase of quantities on related line items.

Attachments (list documents supporting change):

Breakdown of line item adjustments attached.

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$2,461,000.00

Increase from previously approved Contract to No. 3:

\$215,318.00

Contract Price prior to this Change Order:

\$2,676,318.00

Increase of this Change Order:

\$22,605.00

Contract Price incorporating Change Order:

\$2,698,923.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 240

Ready for final payment (days or date): 270

Increase from previously approved Change Orders to No. 3:

Substantial completion (days): 33

Ready for final payment (days): 33

Contract Times prior to this Change Order:

Substantial completion (days or date): 273

Ready for final payment (days or date): 303

Increase of this Change Order:

Substantial completion (days or date): 10

Ready for final payment (days or date): 10

Contract Times with all approved Change Orders:

Substantial completion (days or date): 283

Ready for final payment (days or date): 313

RECOMMENDED:

By: Mayhew
Engineer (Authorized Signature)

Date: 10-3-2023

ACCEPTED:

By: Dr. M. L. Smith
Owner (Authorized Signature)

Date: 10-3-2023

ACCEPTED:

By: AL
Contractor (Authorized Signature)

Date: 10/5/2023

Project Manager

PUBLIC APPEARANCE: None

PUBLIC HEARING: None

22. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET

Upon the motion of Alderman Rupp, duly seconded by Alderman Brooks, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities, as of September 25, 2023 for fiscal year ending 9/30/23, 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	\$ 265,455.56
Airport Fund	015	42,388.95
Sanitation	022	28,221.02
Industrial Park Bond	303	2,338.13
2022 Local Improvements Fund	306	39,531.35
Main Street Improvements	311	14,961.00
Parks Capital Project Fund (2023)	312	158,695.00
Public Improv Bonds 2018	319	19,445.55
Park and Rec Tourism	375	15,000.00
Park Bonds 2020	380	1,154,086.23
Economic Dev, Tourism & Conv	630	134,779.95
Sub Total Before Utilities		\$ 1,874,902.74
Utilities Dept.	SED	266,714.54
Total Claims	Total	\$ 2,141,617.28

23. CONSIDERATION OF A SEWER UTILITY CONTRACT WITH MISSISSIPPI STATE UNIVERSITY AND THE WALK DEVELOPMENT.

Upon the motion of Alderman Beatty, duly seconded by Alderman Vaughn, for the Board of Aldermen to approve a sewer utility contract with Mississippi State University and The Walk Development, 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.

The contract follows this page.

WASTEWATER SERVICE CONTRACT
Between
Mississippi State University, City of Starkville,
and THE WALK STARKVILLE

This contract made and entered into this 3rd day of October, 2023, Between **Walk of Starkville, LLC**, a limited liability company of the State of Mississippi whose principal place of business is located at 1810 Commons North Drive, Suite 1 (hereinafter referred to as "Customer"), and **Mississippi State University and the City of Starkville, Mississippi** (both hereinafter referred to as "Owner" when referenced together).

WHEREAS the Customer is a student living complex and requires access to a wastewater treatment facility for Customer's complex at 150 Wingo Way, Starkville, Mississippi;

WHEREAS Owner Mississippi State University owns a portion of the sewer conveyance infrastructure;

WHEREAS Owner City of Starkville, owns a portion of the sewer conveyance infrastructure and operates the Wastewater Facility where wastewater from the Customer will be accommodated and treated;

WHEREAS the Customer and the Owner desire to enter into a contract, under the terms of which the Customer will utilize the Owner's facilities for transportation, treatment, and disposal of domestic wastewater generated by the Customer;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth, the parties agree as follows:

1. **Point of Delivery:** The Customer is responsible for all new construction of facilities required for a complete sanitary sewer collection system to the point of delivery into Owner's system.
2. **Quantity:** To receive the Customer's wastewater at the point of delivery during the term of this Agreement or any renewal or extension thereof, the quantity of Owner's wastewater shall not exceed 1,350,000 gallons per month. In the event Owner's wastewater exceeds such quantity without the express written approval of the Owner, this Agreement may be terminated at the will and discretion of the Owner with 90 days written notice to Customer. Customer understands and agrees that excessive flow and infiltration of storm water into the Customer's system will result in delivery of wastewater to the Owner that will adversely affect the biological wastewater treatment process utilized by the Owner. Customer further understands and agrees that Customer is subject to enforcement action by the Owner to reduce inflow and infiltration of storm water into the Customer's system, even if such quantities are within the maximum quantity

limits allowed by this agreement. The failure of Customer to respond to such an enforcement action shall constitute a breach of this agreement.

3. **Connection Fee:** Customer shall pay a connection fee upon execution of this Agreement in the amount of \$58,400.00 to Mississippi State University which shall cover any and all costs for connection to the system and any upgrades necessary to accommodate the quantity specified in Section 2 of the Agreement. It is understood and agreed that any future additions or expansions to the Customer's wastewater system may require additional analysis and compensation to the Owner.
4. **Service Fee:** Because Customer's wastewater flows must be serviced, accommodated and treated by the City of Starkville in accordance with the MDEQ and EPA permit at the Wastewater Treatment Facility, the Customer shall pay an annual service fee with the first payment being due upon execution of the contract in the amount equal to the amount calculated from the monthly sewer base rate times twelve (12) months times the number of individual apartment units connected to the system. The fee comes due annually on September 1 and is calculated on a City of Starkville Board approved sewer base rate at the time of payment. The City will bill the Customer for the annual service fee. Customer understands and agrees that any future additions or expansions to the wastewater system may require additional service compensation to the City and that any expansion requires written approval of the Owners in their discretion as contemplated in paragraph 11 below.
5. **Point of Delivery Metering:** The Customer agrees to furnish, install, operate and maintain at its own expense the required metering, meter house and standard necessary devices to provide a single metering point at the Point of Delivery for the purpose of determining monthly sanitary sewer billing to the Customer. The metering equipment used by Customer shall meet the specification of the Owner and be compatible with the Owner's radio monitoring system. Customer shall also bear the cost of having its metering equipment input into the Owner's radio monitoring system. Customer also agrees to recalibrate such metering equipment whenever requested by Owner. The Customer may install metering equipment on the whole building domestic water feed in lieu of wastewater metering equipment provided that the water metering equipment complies with all sections of this agreement and provides an accurate representation of the wastewater volumes delivered into the Owner's system at the Point of Delivery. The metering point shall be readily visible and may not be located within any enclosure requiring key access. Customer shall provide and maintain suitable and safe means of access (walkway, steps, etc.) to the metering point. Construction plans and specification for any facilities required to deliver and meter wastewater to the Owner's system shall be approved by the Mississippi State University and the City of Starkville prior to construction. These documents will be marked "Approved" by each Owner, and attached to and made a part of this Contract.

- 6. Rate/Billing:** The Customer agrees to pay and Mississippi State University will bill Customer each month on a per 1,000 gallons rate. The current rate is \$5.00 per 1,000 gallons with a base rate of \$6.00 for the first 1,000 gallons. This rate is subject to adjustment by the Owner as deemed necessary by the Owner to cover costs and expenses associated with operating and maintaining Owner's wastewater system. Customer is responsible for providing an up-to-date billing address. Any amount unpaid after the due date specified on the bill may be subject to additional charges. Upon further nonpayment, service may be discontinued upon five days' written notice to Customer. If Customer's metering device is out of service, billing will be based on the highest monthly usage of the prior twelve months and will continue as such until meter is repaired and proven to be accurate.
- 7. Customer's Facilities/Connection:** All of Customer's wastewater system materials and installation, including residential/commercial collection, shall be in accordance with "Water and Wastewater Specification for the City of Starkville", prepared by the City's Utilities Department. The Owner reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work, with authority to deny connection or use of system components not in accordance with this contract and/or the approved construction plans and specifications. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the Owners. The inspection by the Owner's inspectors shall not relieve the Customer of any responsibility for the proper performance of the work. Connection to the Owner's Point of Delivery will be made by the Customer, and will be observed/inspected by the Owner. The Owner shall have the right, but shall not be obligated, to inspect any installation before wastewater is introduced to the Owner's system, and reserves the right to reject any sewer collection systems not in accordance with the Owner's standards; but such inspection or failure to inspect or reject shall not render the Owner liable or responsible for any damage resulting from defects in the installation of sewer collection systems or from accidents which may occur upon Customer's premises. The Customer shall provide both Owners 60 days' prior written notice of the expected date of completion of Customer's wastewater system and the first date of initial wastewater flow.
- 8. Ownership and Maintenance of Wastewater Facilities.** The parties agree that the Customer will own and be responsible for operation and maintenance of all facilities at and upstream of the Point of Delivery, and the Owner will be responsible for operation and maintenance from the Point of Delivery downstream, excluding the Customer's connection. Customer agrees to repair any damage to the Owner's facilities caused by the tap, installation or operation of Customer's pump station. The Customer shall have the metering device calibrated annually; the calibration report will be forwarded to the billing departments of both Owners;

- 9. Concurrent Water Service Provider:** During the entire term of this Agreement, Customer shall maintain a contractual relationship with a potable water service provider providing potable water to Customer, such contract enabling the Owner to discontinue water services to any end-user for nonpayment for wastewater services.
- 10. Interruptions of Service.** The Owner will use reasonable diligence in supplying wastewater service, but shall not be liable for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service, failure of wastewater pump stations, force main failure or any other disruption of services, whether or not caused by Owner's negligence.
- 11. Expansion and Wastewater Characteristics:** It is understood and agreed that Owner's wastewater treatment facilities have a definite capacity and permit requirements pursuant to the National Pollutant Discharge Elimination System (NPDES). Customer shall not expand without the express written approval of the Owner, such approval being at the Owner's sole discretion. After the first date of use by Customer of Owner's system, Customer agrees to notify Owner in writing of any new connection of an end-user prior to such connection. In the event connection of such end-user is expected to cause Customer to exceed the quantity set forth in Section 2 of this Agreement, or introduces any of the toxic pollutants listed in Table III of Appendix D of 40 CFR 122 of the Federal Clean Water Act, or otherwise adversely affects the Owner's treatment process in a manner that exceeds the Owner's NPDES permit levels, or materially changes the flow rate of Customer's wastewater, the Owner retains the right to prevent such user from connecting to Customer's system. Failure to receive written approval for Customer to expand or to give notice of a new end-user shall render Customer liable for costs, losses or damage to any of Owner's system caused by the additions or expansion and/or shall make this Agreement voidable at the sole discretion of the Owner upon 90 days written notice.
- 12. Indemnification.** The Customer shall indemnify, defend, save and hold harmless, protect, and exonerate, the Owner, both Mississippi State University and the City of Starkville, Mississippi, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees, expenses, and attorney's fees, related this agreement arising out of or caused by the actions or inactions of Customer or its' partners, principals, officers, agents, employees or representatives. This indemnification provision shall survive the termination or expiration of this agreement.

13. Termination for Cause: Unless otherwise stated herein, either party may terminate this agreement if the other party fails to perform the obligations to the other party under this agreement upon 90 days written notice.

14. Waiver. The failure by Owner at any time to enforce any provision of this agreement shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of Owner to enforce the provision at any time in accordance with its terms.

15. Successors and Assigns. This contract shall inure to the benefit of and shall be binding upon respective successors, legal representatives and assigns of the parties hereto, but is not assignable without the written consent of the Owner.

16. Applicable Law. This Agreement shall be governed by the law of the State of Mississippi without regard to its choice of law provisions. This Agreement is subject all applicable rules, regulations or laws as may be applicable to similar agreements in the State of Mississippi and with owner. Customer is responsible for and agrees to obtain all necessary permits, certificates or the like that may be required by applicable law. Any litigation associated with this agreement shall take place in the Circuit Court of Oktibbeha County, Mississippi or United States District Court for the Northern District of Mississippi, Eastern Division, depending upon the nature of the claim and/or parties involved.

17. Term. This contract shall extend for a term of 15 years. In the event Customer has not completed connection to Owner's system within one year of the effective date of this Agreement, this Agreement will be voidable at the sole option of the Owner.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed the day and year above written.

Mississippi State University

By: _____

Title: _____

Attest:

By: _____

Title: _____

City of Starkville

By: _____

Mayor

Attest: _____

City Clerk

The Walk Starkville

By: _____

Title: _____

Attest:

By: _____

Title: _____

24. MOTION TO RECESS UNTIL OCTOBER 17, 2023 @ 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 recess the meeting until October 17, 2023 @ 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 17th DAY OF OCTOBER, 2023.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK



**STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 10.17.2023
PAGE: 1**

SUBJECT: Consideration to appoint Kennedy Neal, the sole applicant, to fill a vacancy with the Library Board of Trustees which expired on September 30, 2023. This appointment will be for a five-year term that will begin October 18, 2023 and end October 18, 2028.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

This vacancy was currently held by Mr. Kennedy Neal whose term ended on September 30, 2023. Mr. Neal is seeking to be reappointed to the board. The vacancy was advertised in the Starkville Daily Newspaper, September 20,22-24, 2023. Mr. Neal was the only letter of interest received for appointment.

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Move for approval to appoint Kennedy Neal, the sole applicant, to fill a vacancy with the Library Board of Trustees which expired on September 30, 2023. This appointment will be for a five-year term that will begin October 18, 2023 and end October 18, 2028.

**PUBLIC NOTICE
THE CITY OF STARKVILLE,
MISSISSIPPI
IS SEEKING POTENTIAL
CANDIDATES FOR
APPOINTMENT TO THE
VARIOUS BOARDS
AND COMMISSION**

Current opening(s):

**Library Board of Trustees
(one vacancy for a term ap-
pointment that will expire
September 30, 2023)**

Deadline for all submissions to each board/commission listed will be September 27, 2023 by 5:00 p.m. In the event, no submissions are received, by the deadline date the City will continue to seek potential candidates until all vacancies are filled.

Send all submissions to:

Vickie Hampton
City of Starkville –City Hall
110 West Main Street
Starkville, MS 39759

Publish: September 20, 22, 23,
and 24, 2023

From: **Kennedy Neal** <kennedynear1212@gmail.com>

Date: Wed, Sep 20, 2023 at 3:55 PM

Subject: Library Board Reinstatement

To: Vickie Hamilton <v.hampton@cityofstarkville.org>

Good Afternoon,

I would like to express my continued interest, in serving on the Library Board. My term will expire on September 30, 2023. Hence, I am requesting to be reinstated to the Library Board for year 2023.

Thanks,

Kennedy Neal



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 17, 2023
PAGE: Page 1 of 45

SUBJECT:

Discussion and consideration of AA 23-01 a request for an Administrative Appeal of the decision of the City's independent consultant to deny approval of the building design proposal of Cadence Bank at 400 University Drive in a T-5C zoning district.

SUMMARY:

The applicant, Stephens Daniel of Daniel Design Studio, P.C. on behalf of Cadence Bank, is requesting an Administrative Appeal of the decision by the City's independent consultant to deny approval of the building design proposal as part of the Architecture Review for the proposed Cadence Bank at 400 University Drive.

There are a total of three independent consultants selected by the Board of Aldermen for reviewing building design proposals as part of the Architecture Review. Each review is given to one consultant on a rotating basis. The Cadence Bank building design proposal has been reviewed three times and denied three times.

The first building design proposal was submitted in May of 2023. The consultant denied the plan based on materials (attachment 4). The second building design proposal was submitted in July of 2023. The consultant again denied the plan. This denial was focused on the materials and the context for which they are being used (attachment 6). The third building design proposal was submitted in August of 2023. This time the City's independent consultant reached out to the other two independent consultants to discuss the design. The consultants then collectively issued comments. They again recommended denial. This denial was again focused on the materials and the context for which they are being used. They recommended to consider the use of a large-scale block base and brick above

The Planning Department has reviewed the submitted building design proposal and agrees with the recommendation to deny it. The combination of materials proposed is not appropriate for the prominent corner where the building is planned to be constructed. This corner is one of the most important intersections of the city, located at the junction of the only road that runs from north to south and the main thoroughfare between Downtown and the University. Therefore, the Planning Department endorses the reviewer's suggestion for a redesign, using materials such as a large-scale block base with brick above that would blend in better with the context of this location.

After the third denial, the applicant chose to appeal the decision of the building design proposal instead of modifying the building with the recommendations of the independent consultant (Attachment 9).

REQUESTING DEPARTMENT: Community Development- Planning Department

FOR MORE INFORMATION CONTACT:

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

Lyle McCaskey @ 662-323-2525 ext 3130 or l.mecaskey@cityofstarkville.org

SUGGESTED MOTION:

Move to deny the request for an appeal from the decision of the city's independent consultant to not approve the building design proposal for Cadence Bank at 400 University Drive.



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)
Lyle McCaskey, Assistant City Planner (662-323-2525 ext. 3130)
Subject: Discussion and consideration of AA 23-01 a request for an Administrative Appeal of the decision of the City's independent consultant to deny approval of the building design proposal of Cadence Bank at 400 University Drive in a T-5C zoning district
Date: October 10, 2023

The purpose of this report is to provide information regarding a request by Stephens Daniel of Daniel Design Studio, P.C. on behalf of Cadence Bank for an Administrative Appeal of the decision by the City's independent consultant to deny approval of the building design proposal as part of Architecture Review. The project is located at 400 University Drive in a T-5C zoning District. Please see attachments 1- 9.

BACKGROUND INFORMATION

The Development Review Committee had a meeting with the Applicant on February 16, 2023, to discuss the development process for a new Cadence Bank building at 400 University Drive. During the meeting, the city staff gave feedback on the building and site plan. The applicant was informed that the development process would entail a variance for lot width and building frontage, lot aggregation as a minor subdivision, site plan review and approval, and architecture review and approval. Currently, the only outstanding item is the architecture review and approval.

The first version of the building design proposal was submitted on May 5, 2023 (Attachment 3). After review by the independent consultant, the building design proposal was "disapproved" (Attachment 4). The two building-related reasons for the disapproval are as follows:

- 2. The entrance is a little difficult to detect from University Drive.**
- 3. Porcelain Wall Panels and ACM (Metal Panels) are not listed as approved materials. I find it difficult to interpret and had difficulty figuring out exactly what these panels are. An exact website address and a physical sample of material could be put under further review if the city would allow it.**

The second version of the building design proposal was submitted approximately on July 20, 2023 (Attachment 5). After review by the independent consultant, the building design proposal was again "disapproved" (Attachment 6). The building-related reason and a statement about the disapproval are as follows:

- 2. I am now questioning the idea of the contentious panel. Panels are not specifically called out in the list of materials.**

What will be the actual panel sizes and joint pattern? This is a major corridor thoroughfare and contextually these panels do not fit the area. Brick would be a much more suitable material particularly given the magnitude of a bank. I am also questioning the choice of the white color. I feel like its reflectance will be overpowering at this intersection. This area is meant to be the connection between downtown and the Cotton District that leads to the university. It should be a building that holds its own but creates a connection to all of these things that happen in Starkville. This will be one of the most dominant corners in all of the city.

The third version of the building design proposal was submitted on August 25, 2023 (Attachment 7). For this review, all three independent consultants were asked to review the proposal. After reviewing, the building design proposal was not recommended for approval (Attachment 8). The consultant listed three collective comments and one statement about the proposal.

- 1. From the previous design we went from having no joint or pattern lines to a design that is very busy. The pattern and rhythms of the joints do not line up. For instance, the window patterns do not match the panel patterns so there would be extra cut lines in the panel patterns. The joint patterns do not look consistent either. I realize there are multiple colors and sizes of these panels, but it not a very streamline approach.***
- 2. The rendering of the model does not accurately reflect the texture and pattern of the materials. This is also making it difficult to decipher the exterior.***
- 3. The main entry does not face the street and is not clear.***

Overall, the proposed design does not align with what the committee and the city's objectives and vision for the building and site are. The committee would really like to see the building in masonry. Perhaps have a large-scale block base and brick above. Again, this is a major corridor thoroughfare and contextually in needs to be appropriate. When I previously questioned the white color, I did not mean that it had to completely go away or flip to the opposite color as the rendition has done. Also, having been a Cadence Bank member for my entire life, I feel like the predominance of a bank should be felt and easily identified. The general aesthetic of the building, as it stands now, I feel is working towards a modern flare. I normally would be an advocate of such, but the context of this building is not appropriate. We please ask that you reevaluate the design and take into consideration the feedback from this and the previously supplied comments. If Mr. Daniels would like to send us some of these materials for in-person review and make a case for the design, I certainly would be open to that communication.

After the third denial, the applicant chose to appeal the decision of the building design proposal instead of modifying the building with the recommendations of the independent consultant (Attachment 9).

3.8 ADMINISTRATIVE APPEAL

An administrative appeal is any appeal from administrative interpretations on all matters pertaining to the adopted codes of the City that does not require a variance, waiver, use exception, or special exception. Administrative Appeals of the interpretation of the adopted Technical Codes or any issue related to stormwater requirements shall be reviewed by the Board of Adjustments and Appeals. Administrative Appeals of the interpretation and enforcement of the Rental Housing Code shall be reviewed by the Board

of Aldermen. Administrative appeals of denial or revocation of transient vendor license shall be reviewed by the Board of Aldermen. All other Administrative Appeals shall be reviewed by the Planning and Zoning Commission.

3.8.1 Criteria for Administrative Appeal

1. Interpretation.

The appeal of the interpretation of the requirements by City Staff or the City's Consultant(s) shall be based on an alleged error in interpreting and/or the application of the requirements of the Unified Development Code.

2. Appropriateness of the request.

The request for an Administrative Appeal shall be for interpretation only and does not trigger the requirements of a variance, waiver, use exception, or special exception.

3. Review.

The Planning and Zoning Commission, Board of Adjustment and Appeals, and the Board of Aldermen shall have the power to review the decision of City Staff, de novo, but shall not consider new evidence that was not available to City Staff at the time of making an interpretation.

3.8.2 Application

An application for an appeal shall be submitted along with any supporting information to the Planning Department within ten (10) days of the written denial of an application by the Building Department, City Planner, Development Review Committee, and/or City Engineer.

3.8.3 Administrative Examination

Upon receipt of an application for an administrative appeal, the City Planner shall examine, or cause to be examined, the application and shall make such investigation into the proposed administrative appeal as is necessary. If the application is determined to be complete, the City Planner shall place the item on the agenda for either the Planning and Zoning Commission or the Board of Adjustment and Appeals. The appeal shall be placed on the next regularly scheduled meeting of either the Planning and Zoning Commission or the Board of Adjustments and Appeals in accordance with the submittal schedule for non-advertised agenda items.

3.8.4 Appearance and Presentation

At the meeting, the applicant seeking the administrative appeal and any other party desiring to be heard upon the application may appear in person, by agent or by attorney. The applicant shall be entitled to make a presentation and at the conclusion of presentations or statements by all other parties, shall be entitled to offer a statement in rebuttal if desired. The chairman of either the Planning and Zoning Commission or the Board of Adjustment and Appeals shall, at the commencement of the meeting upon each application or at any time during such meeting, require that parties desiring to make a presentation identify themselves and may specify the time to be allowed each such party within which to make such a presentation.

3.8.5 Action

The decision recommended by either the Planning and Zoning Commission or the Board of Adjustments and Appeals and any specific conditions for approval shall be forwarded to the Mayor and Board of Aldermen for their binding decision. A super majority vote by either the Planning and Zoning Commission or the Board of Adjustments and Appeals shall be

necessary to modify or reverse any order, requirement, decision, or determination of the Building Official, City Planner, Development Review Committee, and/or City Engineer. The Mayor and Board of Aldermen shall proceed to review the recommendation by either the Planning and Zoning Commission or the Board of Adjustment and Appeals. At the meeting, the decision of either the Planning and Zoning Commission or the Board of Adjustment and Appeals shall either be affirmed, modified, or reversed by the Board of Aldermen by majority vote.

3.8.6 Appeal

Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction pursuant to state statute.

3.8.7 Conditions Of Approval

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of an administrative appeal shall run with the land and shall be binding upon the applicants, their heirs, and/or successors.

3.10 ARCHITECTURE REVIEW

3.10.1 Intent of Architecture Review

The intent of architecture review is to ensure that development within the City of Starkville is consistent with all applicable development standards. The approval of such development will be based upon the provisions of this code, the contextual surroundings of the development, potential visual impacts, compatibility with existing developments, and compatibility with anticipated developments within the immediate area and the City as a whole.

3.10.2 Applicability and Filing Process

1. All land areas in the city which are zoned for commercial use, industrial use, mixed-use, or multi-unit residential greater than two (2) dwelling units per site shall be subject to Architecture Review.
2. All proposed buildings or proposed remodeled buildings that require site plan review shall require Architecture Review approval prior to receiving a building permit.
3. The architecture review process can begin before, during, or after the site plan review and approval process.

3.10.3 Review and Action By The Independent Consultant

After reviewing the building design plan and finding that the proposed plan meets the minimum requirements, the Architecture Review Committee will approve the building design plan. If the building design plan includes any requests for waiver, variance, or exception, the Architecture Review Committee will approve the building design plan only after approval from the Board of Aldermen. Approval of a building design plan is required prior to building permit approval.

3.10.4 Building Design Plan Application Requirements

1. Pre-Application.

A pre-application meeting may be scheduled at the request of the applicant to discuss requirements and review conceptual drawings. A pre-application meeting is not required, but recommended.

2. **Application.**

An application for Architecture Review shall be submitted along with the building plans to the Planning Department. Such applications shall be submitted to the City Planner together with the fee established by resolution of the Mayor and Board of Aldermen. The application shall include the following:

A. **Applicant and/or owner information.**

The application shall list the property owner or authorized agents contact information including mailing address, email address, and phone number.

B. **Project information.**

The following shall be listed on the application: project name, project address, parcel id number, and zoning district.

C. **Project description.**

All projects shall include a description of the project indicating the proposed uses (commercial, residential, mixed-use, etc.). If the development is being proposed to be built in phases, the applicant shall submit an application for the entire development showing all phases. Target dates for completion of each phase and the entire development shall be included.

3. **Building design plan requirements.**

The following sheet with required information shall be submitted as part of a complete application for review by the Architecture Review Committee. The maximum sheet size shall not exceed thirty (30) inches by forty-two (42) inches. A sheet size of twenty-four (24) inches by thirty-six (36) inches is preferred. Plans shall also be provided digitally as a Portable Document Format (PDF). Multiple sheets may be used provided each sheet is numbered and the total number of sheets is indicated on each sheet. Cross referencing between sheets shall be required. All of the following information shall be required prior to being placed on the Architecture Review Committee's agenda:

A. **Coversheet.**

The coversheet shall include:

1. Project name
2. Vicinity map
3. Sheet Index
4. Contact information for the Owner and Design Professionals
5. Building data including the following: total proposed square footage for each use (commercial, residential, office, etc.), the total number of residential dwelling units, and the total number of bedrooms vi. Submittal date and any revision dates

B. **Site plan.**

Site plans shall be drawn at a scale of one (1) inch to fifty (50) feet or larger. Necessary notes and symbol legends shall be included. Abbreviations should be avoided but if used they shall be defined in the notes. Drawings shall illustrate the following:

1. Boundary, setback lines, and easements
2. North arrow, legend, and graphic scale
3. The location of parking areas, loading zones, dumpster enclosure, sidewalks, and walkways
4. The locations of all buildings on the site

C. **Building plans.**

Building drawings shall be drawn at a common scale so as to be legible. Necessary notes and symbol legends shall be included. Abbreviations should be avoided, but if used, shall be defined in the notes. Drawings shall illustrate the following:

1. Schematic floor plan for each floor for the purpose of locating exterior windows and doors
2. Door and window schedule for all exterior doors and windows

3. Color rendered elevations of all sides of the building with facade requirements (see Development Standards Chart Section 14).
4. An elevation of the street face side of the building with dimensions showing the overall height of the building and each individual floor
5. All proposed building finishes shall be labeled. A finish schedule shall be included on the sheet for which they are referenced. The finish schedule shall include material type, color, and product reference information
6. For projects located within a T-4, T-5D, T-5C, and T-5U zoning districts, a percentage of fenestration per floor shall be required (see Development Standards Chart Section 14).

D. Building Materials Board.

A material sample of all key materials and colors, properly labeled, and affixed to hard surface, may be required upon request from reviewer for review. Material samples shall be a minimum size of three inch by three inch (3"x3"). Major colors must be actual samples. Minor colors may be printed samples. Paint and stain samples from wood color fans are acceptable.

4. Approval, disapproval, and appeal procedures

A. Comment procedure.

Comments from Architecture Review shall be issued in writing after each review. The applicant shall revise the proposed building plan per the comments or reply in writing as to why the revisions cannot be made. Only after revisions to the proposed building plan meets the requirements of the Architecture Review will the approval procedure begin.

B. Approval procedure.

Upon approval of such building design proposal by Architecture Review and an approved site plan by the Development Review Committee, a building permit application may be submitted to the building department for subsequent review. The approved building design proposal shall be signed by the consultant of the Architecture Review.

C. Disapproval procedure.

If Architecture Review denies a building design proposal plan, it shall specify the reasons said plan was denied.

D. Appeal procedure.

A decision to deny a building design proposal by the independent consultant for any reason that does not require a variance, waiver, or exception, can be appealed as an Administrative Appeal to the Board of Aldermen. The applicant shall have ten (10) business days from the decision to deny to appeal that decision. The appeal shall be placed on the next regularly scheduled meeting of the Planning and Zoning Commission in accordance with the submittal schedule for non-advertised agenda items. Parties aggrieved by the final decision of the Mayor and Board of Aldermen, may appeal to a court of competent jurisdiction pursuant to state statute.

E. Expiration.

The building design proposal approval shall expire twelve (12) months after approval by Architecture Review if construction has not been started evidenced by steady and continuous progress as determined by the Building Official or the City Planner.

F. Extension.

The approval of a building design proposal may be extended for six (6) months by the City Planner. If an extension is not granted, reapplication is required.

G. Transfer of approval.

In the event property with an approved building design is sold, transferred, leased, or

any other change in ownership, the approval shall be transferable and subject to the same terms of approval as the original approval.

ZONING DISTRICT INFORMATION

SECTION 5: FORM-BASED DISTRICTS

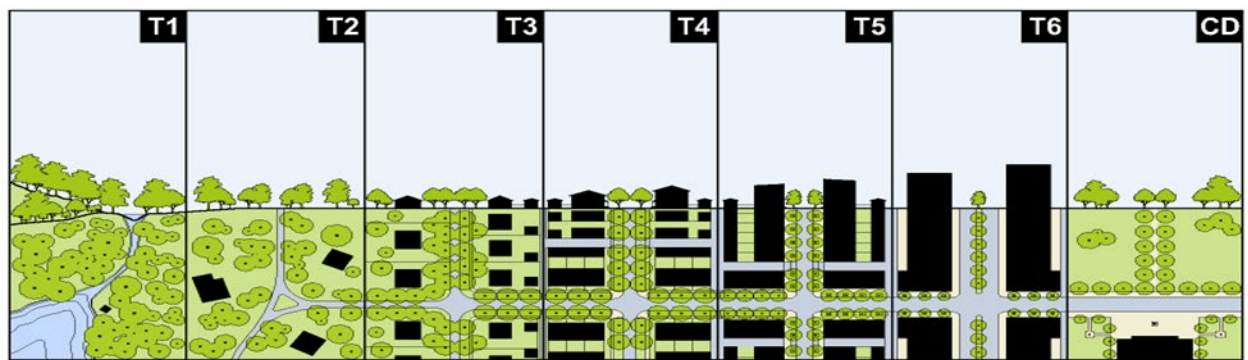
5.1.1 Intent of Form-Based Districts

The intent of the form-based districts is to implement the urban core, urban center, and urban corridor placetypes of the Comprehensive Plan. The intent of the requirements for the form-based districts are as follows:

1. Regulations on buildings equitably balance the rights of individual property owners and the interests of the community as a whole.
2. Infrastructure, landscape, and buildings shape the public realm, the spatial definition of which can be understood as a continuum from weak to strong.
3. Form-based Districts organize the individual characteristics of infrastructure, landscape, and buildings into distinct physical environments, with the overall character of each differing from one another.
4. Distinct physical environments provide a choice in living arrangement for citizens with differing physical, social, and emotional needs.
5. Mixed-Uses within Form-based Districts and individual buildings provides access to daily needs within close proximity to dwellings so that residents may choose to work, recreate, and shop within walking distance of their home.

5.1.2 Organizing Principle for Form-Based Code

This form-based code regulates uses that are carefully chosen to maximize compatibility between uses and the intended physical form of the zone. The organizing principle for the form-based code is based on a hierarchy of places from the most rural to the most urban. The designation of each zone along this hierarchy or "Transect" is determined first by the character and form, intensity of development, and type of place, and secondarily by the mix of uses within the area. Form-based districts are used to reinforce existing or to create new walkable mixed-use urban environments.



5.1.3 The Model Transect for American Towns

The model transect for American towns is divided into six (6) transect zones or form-based zones: Natural (T1), Rural (T2), Sub-Urban (T3), General Urban (T4), Urban Center (T5), and Urban Core (T6). Each T-zone is given a number: higher numbers designate progressively more urban zones, and lower numbers designate more rural zones. Currently, the Starkville Transects include T4-T5 zones.

1. **T-4 Form-based District** consists of moderately settled lands, is primarily residential in character, but permits an appropriate level of mixed-use. Moderate setbacks and lot coverage by buildings creates an increased sense of spatial definition
2. **T-5U- University Form-based District** consists of heavily settled lands and is primarily mixed-use in character. Shallow setbacks, moderate to high lot coverage, and multi-level buildings that are proportionally scaled creating strong spatial definition of outdoor spaces.
3. **T-5C- Corridor Form-based District** consists of heavily settled lands and is primarily commercial or mixed-use in character. Shallow setbacks, moderate to high lot coverage, and multi-level buildings that are proportionally scaled creating strong spatial definition of outdoor spaces.
4. **T-5D- Downtown Form-based District** consists of heavily settled lands and is primarily commercial or mixed-use in character. Shallow or no front setbacks, high lot coverage, and multi-level buildings that are proportionally scaled creating strong spatial definition of outdoor spaces.

5.2 Base Dimensional Standards

Form-Based Districts	
Height	T-5C
Principal building in stories	4, 5 (■)
Secondary building in stories	4, 5 (■)
Accessory dwelling unit in stories	--
Accessory structures in stories	1
Stories	T-5C
Story height (min/max)	10/14'
Commercial 1st floor (min/max)	11/25'
Half story height (min/max)	--
Lot Width	T-5C
Min	25'
Max	120'
Lot Coverage	T-5C
Maximum lot coverage	90%
Lot Frontage Buildout	T-5C
Percentage lot frontage buildout at front setback (min/max)	65/85%
Percentage of frontage buildout at side setback corner lot (min/max)	65/85%

Building Width- Special Exception required to vary from Maximum	T-5C
Street facing building width (max)	90'
Transparency	T-5C
1st floor residential (min)	30%
1st floor commercial (min)	55%
Transparency	T-5C
Upper floors (max)	50%
Orientation	T-5C
Building(s)	Face primary frontage. Corner lots must face both frontages.
Secondary building(s)	Face primary frontage or interior courtyard. Corner lots must face frontage
Accessory dwelling unit	--
Secondary Building(s) Requirements	T-5C
minimum lot depth for secondary buildings	100'
The lot shall be of sufficient size to accommodate any proposed secondary structure without requiring a variance from development standards	yes
Principal Building Setbacks	T-5C
principal front setback (min/max)	2/15'*
side setback adjacent to street (min/max)	2/15'*
side setback	0/24'
rear setback (min)	3'
Secondary Building Setbacks	T-5C
front setback interior lot	5' behind rear wall of primary building
side setback adjacent to street (min/max)	2/15'*
side setback (min)	0'
rear setback (min)	3'
Accessory Dwelling Unit and Accessory Structure Setbacks	T-5C
front setback interior lot	--
side setback adjacent to street (min/max)	--
side setback (min)	--
rear setback (min)	--
Ground Floor Elevation	T-5C
1st story residential (min/max)	16"/5'
1st story commercial (min/max)	0/2'

Parking Setbacks and Requirements	T-5C
from primary street (min)	20' behind front wall of principal building(s)
side adjacent to side street (min)	10' unless a principal building and/or secondary building is adjacent to the street, then behind the front wall of any street fronting buildings.
masked from view from public by solid wall	yes
driveway width within setback (max)	24'
Pedestrian Access	T-5C
Street-facing primary entrance along street	yes
■ =by Special Exception, -- = prohibited	
*=Minimum setback determined by Additional Setback Requirements for Public Frontage	
**=Story height may be reduced when upper floor is an open loft	

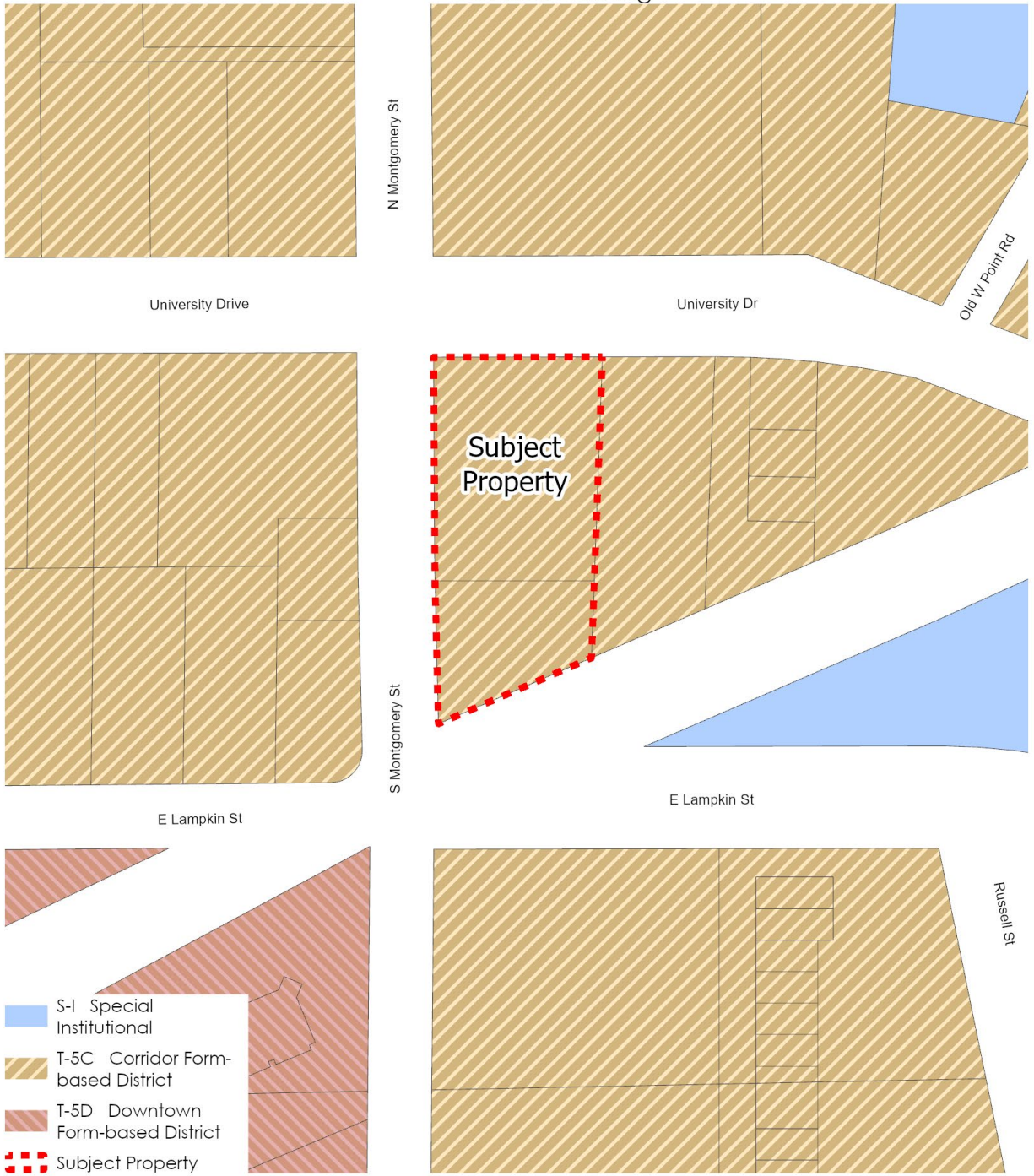
ANALYSIS

The Planning Department has reviewed the submitted building design proposal and agrees with the recommendation to deny it. The combination of materials proposed is not appropriate for the prominent corner where the building is planned to be constructed. This corner is one of the most important intersections of the city, located at the junction of the only road that runs from north to south and the main thoroughfare between Downtown and the University. Therefore, the Planning Department endorses the reviewer's suggestion for a redesign, using materials such as a large-scale block base with brick above that would blend in better with the context of this location.

CONDITIONS OF APPROVAL

The Mayor and Board of Aldermen may attach conditions in accordance with the approval. Conditions attached to the approval of an administrative appeal shall run with the land and shall be binding upon the applicants, their heirs, and/or successors.

Attachment 1 AA 23-01 Zoning

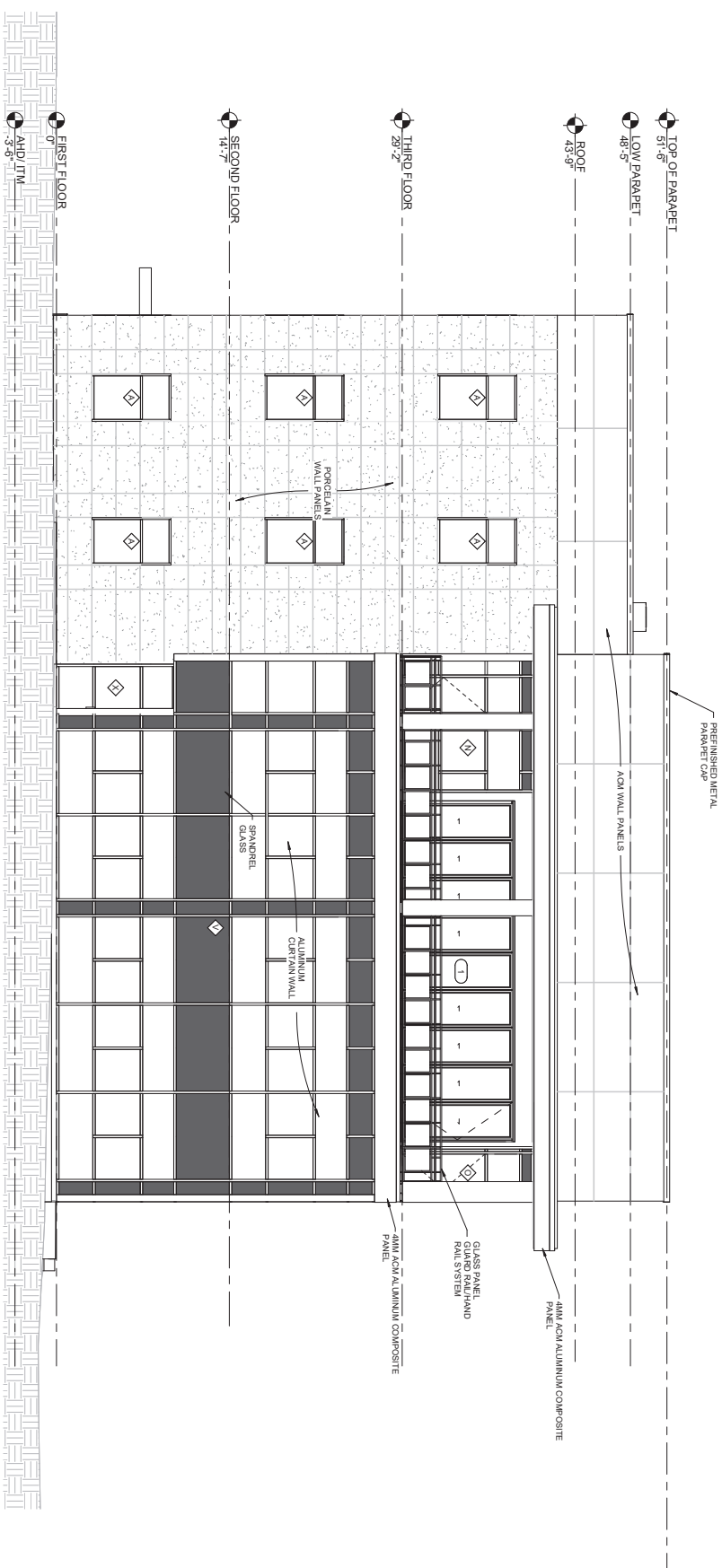


Attachment 2
AA 23-01 Aerial

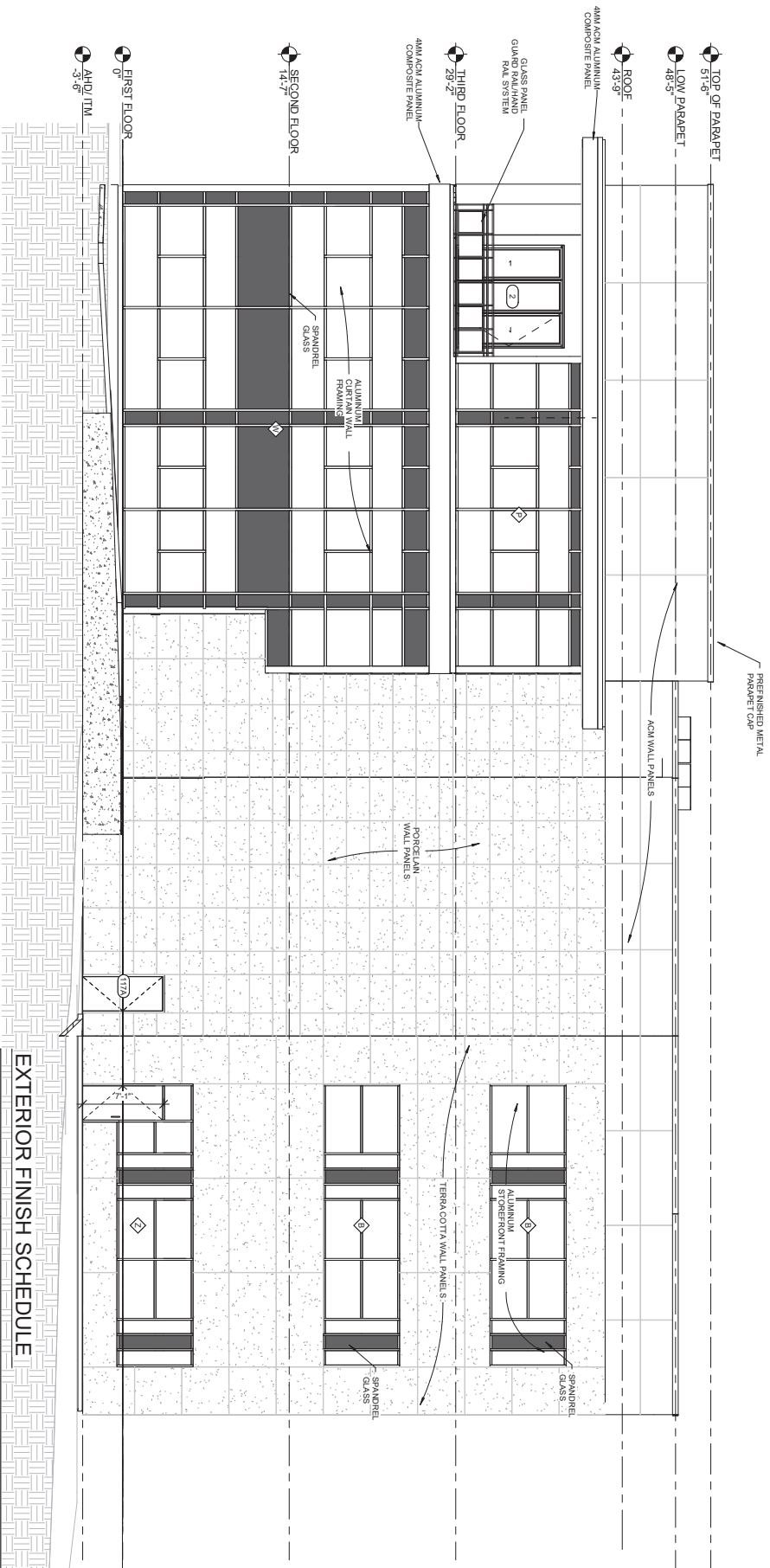


0 100 200 400 Feet





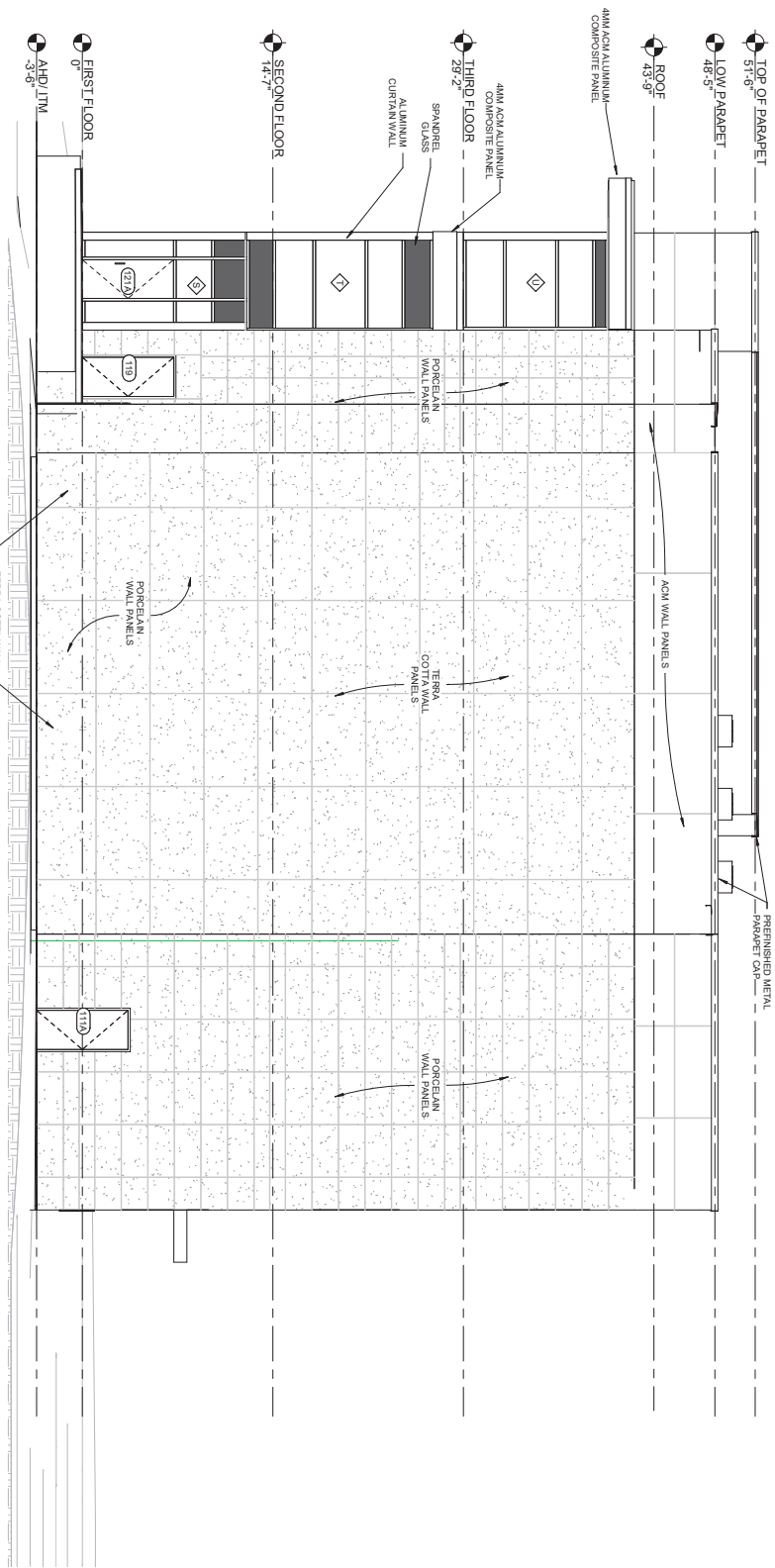
NORTH ELEVATION



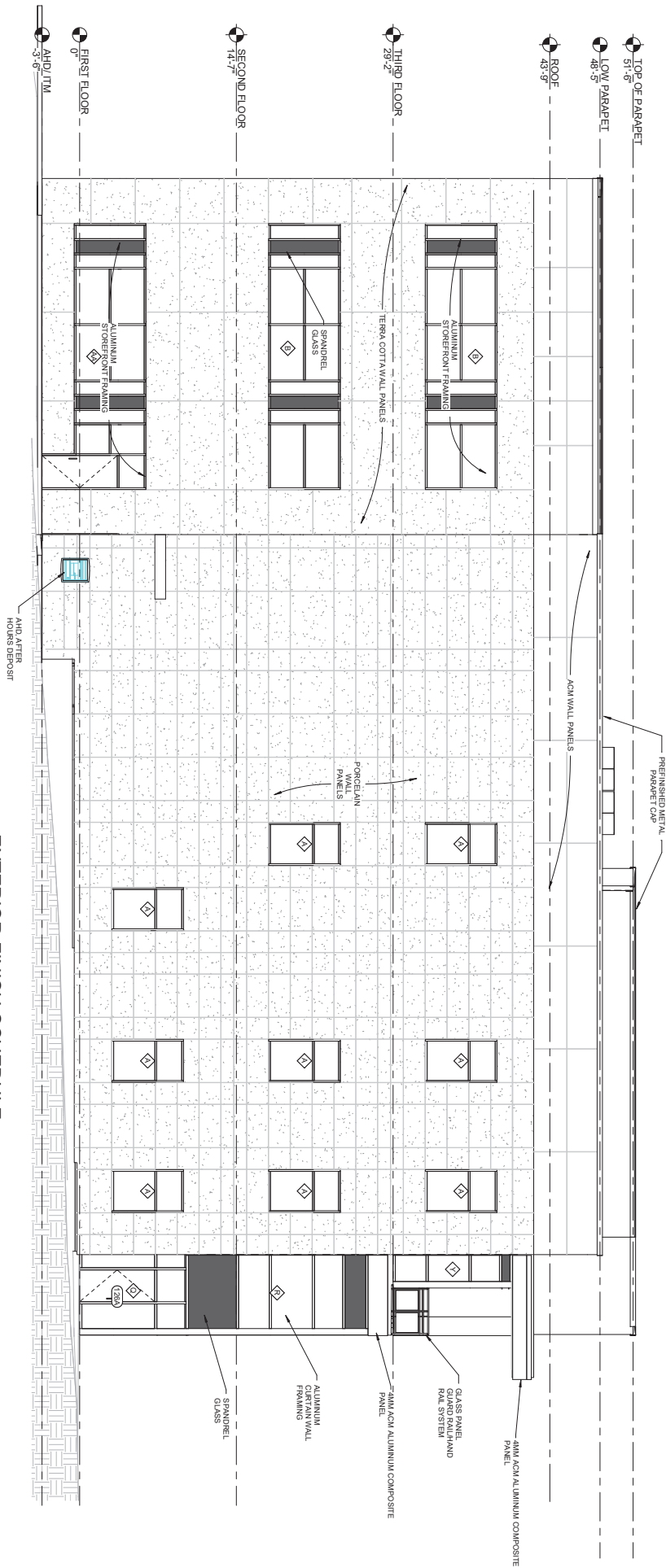
2 WEST ELEVATION
ACCT SCALE 3/16" = 1'-0"

EXTERIOR FINISH SCHEDULE

MATERIAL	PRODUCT	COLOR
DOORS	HOLLOW METAL DOORS ALUMINUM 840 FRAMED GLASS WALL SYSTEM ALUMINUM FRAMED STREIFRONT - KAWNEER 380 IR	PAINT - COLOR TO MATCH SURROUNDING WALL CLEAR ANODIZED CLEAR ANODIZED
WINDOWS	KAWNEER 1600 WALL SYSTEM 3 KAWNEER TRUFAB VG 451T	CLEAR ANODIZED CLEAR ANODIZED
METAL PARAPET COPING	GAF MAWELD FORMED COPING	DARK BRONZE
WALL PANELS	PORCELAIN - CERAMICS TERRA COTTA - TERRA5 ALUMINUM COMPOSITE MATERIAL	STONE BRAIES SK01 CHOCOLATE TC18 ACM - STATUARY BRONZE AB017 ACM - SILVERMETALLIC AB023



1 SOUTH ELEVATION ACC
ACC8 SCALE 3/16" = 1'-0"



2 EAST ELEVATION ACC
ACC8 SCALE 3/16" = 1'-0"

EXTERIOR FINISH SCHEDULE

MATERIAL	PRODUCT	COLOR
DOORS	HOLLOW METAL DOORS NANAWALL - NW ALUMINUM 840 FRAMED GLASS WALL SYSTEM	PAINT - COLOR TO MATCH SURROUNDING WALL CLEAR ANODIZED
WINDOWS	ALUMINUM FRAMED STOREFRONT - KAWNEER 350 IR KAWNEER 1600 WALL SYSTEM 3 KAWNEER TRIPAB VG 451T	CLEAR ANODIZED CLEAR ANODIZED
METAL PARAPET COPING	GAF MAWELD FORMED COPING	DARK BRONZE
WALL PANELS	PORCELAIN - CERAMICS TERRAZZO - TERRAZZO ALUMINUM COMPOSITE MATERIAL	CHOCOLATE TC18 ACM - STATUARY BRONZE AB017 ACM - SILVER METALLIC AB023

MARK	DATE	DESCRIPTION
A	MAY 2, 2023	ACC SUBMITAL

Review
Set

Not
for
Construction

PROJECT NO.	202317
DESIGNED BY	SFD
DRAWN BY	KA
CHECKED BY	SFD

EXTERIOR ELEVATIONS



Starkville Midtown Branch Bank
400 University Drive, Starkville, Mississippi 39759

[illegible]

**Review
Set
Not
for
Construction**

PROJECT NO.	2021817
DESIGNED BY:	Designer
DRAWN BY:	Author
CHECKED BY:	Checker
RENDERINGS	

RENDERINGS

ACCG9
OF 12
SCALE:



SOUTHWEST PERSPECTIVE



SOUTH PERSPECTIVE



EAST PERSPECTIVE

DESCRIPTION		DATE	MARK

Review Set

Not for Construction

PROJECT NO.	2021817
DESIGNED BY:	Designer
DRAWN BY:	Author
CHECKED BY:	Checker

RENDERINGS

Attachment 4- First Denial Letter

dunaway **WILLIAMS**
architects

1804 North State Street Jackson, MS 39202 601.209.7334 | 662.617.0689

Daniel Havelin, AICP, PLA
City Planner
City of Starkville
110 West Main Street
Starkville, MS 39759

June 5, 2023

RE: Architectural Review – Cadence Bank

Dear Mr. Havelin,

Attached you will find my review of the Cadence Bank in Midtown Starkville. I have reviewed the building with regards to its architectural character according to the Development Standards of Section 14. I do not recommend approval of this building. See comments on Standards T-5C checklist.

Sincerely,


Carley Crigler Dunaway, AIA



1804 North State Street Jackson, MS 39202 601.209.7334 | 662.617.0689

City of Starkville, Mississippi

Architectural Review

Section 14 Development Standards

T-5C Corridor Form-based District

dW Project No.: 004

Project Name: Cadence Bank- Starkville Midtown Branch Bank

General Parking Requirements

- ☒ Curb cuts locations for driveways shall be reviewed by the Development Review Committee as part of site plan approval in accordance with the City's access management policy.
- ☒ Entrances and exits to the site shall be located such that parking spaces and traffic aisles do not conflict with entering and exiting traffic.
- ☐ Shared driveways may be required as part of site plan approval. [N/A](#)
- ☒ The number of required on-site parking spaces shall be determined by the requirements in Section 13. Use Regulations.
- ☐ Parking lot setbacks shall not be paved and shall comply with base dimensional standards for the zoning district.
- ☒ Parking and/or loading areas shall be designed to prevent vehicles from backing out directly into any public street.
- ☒ Parking lots adjacent to the street shall be either asphalt, concrete, pavers, or gravel. Gravel lots shall provide a six (6) inch vertical concrete curb to contain loose gravel within the parking lot. Gravel lots shall also provide a minimum of an eight (8) foot concrete or paver apron at each entrance to the lot measured from the property line.
- ☐ Residential driveways adjacent to the street shall be either asphalt, concrete, pavers, or gravel. Gravel driveways must have minimum of eight (8) foot concrete apron adjacent to the street measured from the property line to prevent gravel from being deposited into the street. [N/A](#)
- ☒ Parking lots adjacent to a street shall be screened from view from the street by a building or brick masonry wall at least four (4) feet in height.

Parking Layout

- ✓✓ Perimeter islands shall be provided in accordance with the parking setbacks for the use and zoning district.
- ✓✓ A terminal island with a minimum dimension of nine (9) feet by eighteen (18) feet, measured from face of curb, shall be required at the end of each row of parking.
- ✓✓ An interior island not less than nine (9) feet wide and eighteen (18) feet in length, measured from face of curb, shall be installed for every twelve (12) parking spaces. For lots with less than fifteen (15) parking spaces, no interior island is required.
- ✓✓ All parking space are to striped with a minimum of a four (4) inch white stripe unless the parking area is gravel.
- ✓✓ Median islands may be combined as part of an innovative stormwater management solution if approved by the Development Review Committee as part of site plan approval. The combined area shall be equal to or greater than the required area of required medians and be located within the off-street parking area.
- ✓✓ A median island shall be provided between every four (4) single parking rows. For lots with less than fifteen (15) parking spaces, no median island is required. Median islands shall have a minimum inside width of 5 feet with a six (6) inch high by six (6) inch wide concrete curb.
- ✓✓ All ADA accessible parking spaces shall be dimensioned, signed, and striped in accordance with the Americans with Disability Act requirements.

External to Site

- ✓✓ Sidewalks shall be broom finished concrete designed and finished to match adjacent sidewalks. The use of brick pavers or concrete pavers shall only be allowed with the approval of the City Engineer. The use of asphalt and gravel is prohibited.

Internal Circulation

- ✓✓ Internal pedestrian circulation shall be provided to create interconnected walkways safely conveying pedestrians from adjacent streets and parking areas to the site destination.
- ✓✓ Sidewalk material may include brick pavers, concrete pavers, stone, washed aggregate concrete, broom finished concrete, or stamped concrete. The use of asphalt and gravel is prohibited.
- ✓✓ Crosswalks shall be designated by white pavement striping or materials of a different color and texture from the surrounding surface but conforming to the overall color scheme of the development.

- ☒ Walkways shall be distinguished from driving surfaces by using varied paving treatments and by raising walkways to curb level.

Site Lighting and Building Illumination [Site Lighting not provided.](#)

- ☐ Streets, driveways, parking lots, pedestrian areas, and service areas shall be adequately illuminated as evenly as possible. The maximum light level of any light fixture cannot exceed half (0.5) a foot candle measured at the property line of any Residential District and two (2) foot candles measured at the right-of-way line of a street. Lighting intensity shall be demonstrated by means of a site lighting plan illustrating compliance.
- ☐ Lighting shall be shielded, shaded, or directed to prevent light from being cast on adjacent property. Pole mounted lighting shall be full cut-off with shields, reflectors, or refractor panels to direct and cut-off emitted light at ninety (90) degrees or less.
- ☐ No exterior lighting fixtures shall be placed or directed so as to interfere with the operation of vehicles within the public right-of-way.
- ☐ No exterior light shall have any blinking, flashing, or fluttering light, or other illuminating device which has a changing light intensity or brightness of color.
- ☐ Pole mounted lighting shall be required within a parking lot with more than fifteen (15) parking spaces.

Pole mounted lighting shall not exceed twenty (20) feet in height within a parking lot, vehicular display area, or service area.
- ☐ Pole mounted lighting shall not exceed a maximum height of fifteen (15) feet within pedestrian areas.

Building Form and Materials

- ☒ Buildings adjacent to the street shall be oriented parallel to the streets they face.
- ☐ The primary public entrance of any building adjacent to a street shall be located along the street that the building fronts. [The entrance is hard to detect from University Drive.](#)
- ☒ Materials and colors used on the street facade face shall continue to the sides and rear of the building where visible from a street right-of-way or adjacent residence.
- ☒ Interior walls shall not be placed closer than five (5) feet to any window required as part of the transparency requirement for that district.

- ✓✓ Articulation in building facades shall be required for all street facing building facades more than sixty (60) feet in length. At least two (2) portions of the street-facing building facade must have wall variations (projections or recessions) of at least two (2) feet in depth. The combination of the required length of the wall variations shall total no less than fifteen percent (15%) of the length of the building. Building facades less than sixty (60) feet shall have at least one (1) wall variation of at least two (2) feet in depth and a length greater than five (5) feet.

Roofing

- ✓✓ All newly constructed buildings adjacent to a street shall have either a parapet style roof or a pitched roof of not less than 4/12. A parapet shall be constructed to match the facade of the building using the same material and colors. The parapet facade shall be designed such that the reverse side of all elements shall not be visible from any street. False mansards are prohibited. The roofing material for pitched roofs shall be either standing seam metal or architectural shingle. The Parapet roof design and color of all roofing material for pitched roofs shall be approved by the Architecture Review Board.
- ✓✓ Rooftop equipment must be screened from public view.

Facade Materials

- ✓✓ The use of printed building wraps on the facade of a building, accessory building or accessory dwelling unit is prohibited. Art Murals are not considered building wraps.
- ✗ All newly constructed buildings shall have facade materials selected from any of the following: brick, cementitious stucco, fiber cement siding, and cast stone. Dryvit or EIFS may only be used for wall surfaces above the first floor and in banding, decorator strips, cornice lines, and wall capping on any floor. [Porcelain wall panels are not listed in approved materials.](#)
[ACM \(Metal Panels\) are not listed in approved materials.](#)

Facade Color

- ✓✓ The primary facade colors shall be low reflectance, subtle, neutral, or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.

Fences

- ✓✓ Fences and walls within a development shall be compatible design and materials of the surrounding area.
- ✓✓ Fences and walls shall be constructed such that the “finished” part of the fence or wall is located toward and facing the exterior of the property.
- ✓✓ Uncoated or coated chain link and other wire material fences shall not be permitted in a front yard unless fence is part of recreational use.

-
- ☒ Fences, other than ones required for alcohol service, shall not be permitted in the front yard.

Retaining Walls

- ☐ Concrete retaining walls that are visible from the right-of-way or adjacent residential property shall be finished with an approved stamped concrete pattern, brick, natural stone, artificial stone, or stucco. All retaining walls six (6) feet tall or less shall have a coping or cap on the top of the wall. N/A
- ☐ Segmented retaining walls shall be tinted with subtle, neutral, or earth tone colors that fit in the context of the surrounding property. N/A
- ☒ Wood retaining walls are not permitted.

Location and Screen of Solid Waste Containers

- ☒ Dumpsters, waste oil, and grease container areas shall be considered solid waste containers and comply with Chapter 94- Solid Waste.
- ☒ The vehicular access gate for dumpster enclosures shall be constructed with a sturdy metal frame and hinges. Hinge assemblies shall be strong and durable to prevent sagging. Gates shall be clad with an opaque non-see-through material. The use of a chain-link gate with or without slats is prohibited. Gates shall not swing over the property line or into the public right-of-way.
- ☒ A separate pedestrian access enclosure gate may be required during site plan review by the Development Review Committee.
- ☒ Enclosure walls shall be constructed of brick or split-face masonry block. The veneer of the enclosure shall complement the materials used on the primary building. The use of wood, artificial wood, and vinyl shall only be permitted when the enclosure is not visible from any public right-of-way as determined during site plan review by the Development Review Committee.
- ☐ Enclosures shall not be located within twenty (20) feet of the front wall of the primary building or within any setback adjacent to a street. Dumpster is currently located within setback. However, I feel like it is in the proper location on the site.
- ☐ Enclosures adjacent to residential use districts shall be placed as far as possible from the adjacent residential property within the rear of the property. N/A
- ☒ No front-end-loaded refuse container shall be located within six (6) feet of any building or structure, nor sited below obstructing wires, electrical service equipment, fire protection equipment, nor any roof overhangs nor sited adjacent to any other obstruction to the

container dumping process. A service height clearance of twenty-five (25) feet is required in the container service access area.

Buffers

- ☒ Separation Buffers shall be required according to Development Standards.

Landscaping Lot frontage Along Roadway

- ☒ One (1) canopy tree per lot shall be placed in the front yard of each newly platted detached and/or duplex residential subdivisions within twenty (20) feet of the right-of-way. For lots with a lot frontage greater than one hundred (100) feet, and additional canopy tree shall be required for every one hundred (100) feet.

Landscaping Parking Lot Perimeter Island

- ☒ One (1) canopy tree shall be required for every thirty (30) linear feet and a continuous row of shrubs shall be planted along the entire length of the perimeter island next to street frontage or adjacent property with a minimum mature height of three (3) feet and a maximum spacing of ninety percent (90%) of the shrubs expected spread within three (3) years of planting. Buffer requirements shall take precedence.

Landscaping Parking Lot Terminal Island

- ☒ One (1) canopy tree shall be required for each row with a terminal island.
- ☒ In addition to the required canopy tree(s), terminal islands with less than two hundred (200) square feet shall be planted with shrubs and/or groundcovers to provide complete coverage within three (3) years of planting. Any additional area within the terminal island may be grassed.

Landscaping Parking Lot Interior Island

- ☒ One (1) canopy tree shall be required for each interior island.
- ☒ In addition to the required canopy tree(s), interior islands less than two-hundred (200) square feet shall be planted with shrubs and/or groundcovers to provide complete coverage within three (3) years of planting. Interior islands that are more than two hundred (200), may use a combination of shrubs, groundcovers, and turf for the areas greater than two-hundred (200) square feet.

Landscaping Parking Lot Median Islands

- ☐ One (1) canopy tree shall be required for every thirty (30) linear feet of a median island. N/A



1804 North State Street Jackson, MS 39202 601.209.7334 | 662.617.0689

- ☒ In addition to the required canopy tree(s), median island less than seven (7) feet in width shall be planted with a minimum of fifty percent (50%) shrubs and/or groundcovers. Any additional area within the interior island may be grassed.
- ☒ In addition to the required canopy tree(s), median island more than seven (7) feet in width shall be planted with a minimum of twenty-five percent (25%) shrubs and/or groundcovers. Any additional area within the interior island may be grassed.

☐ Approved

☒ Disapproved

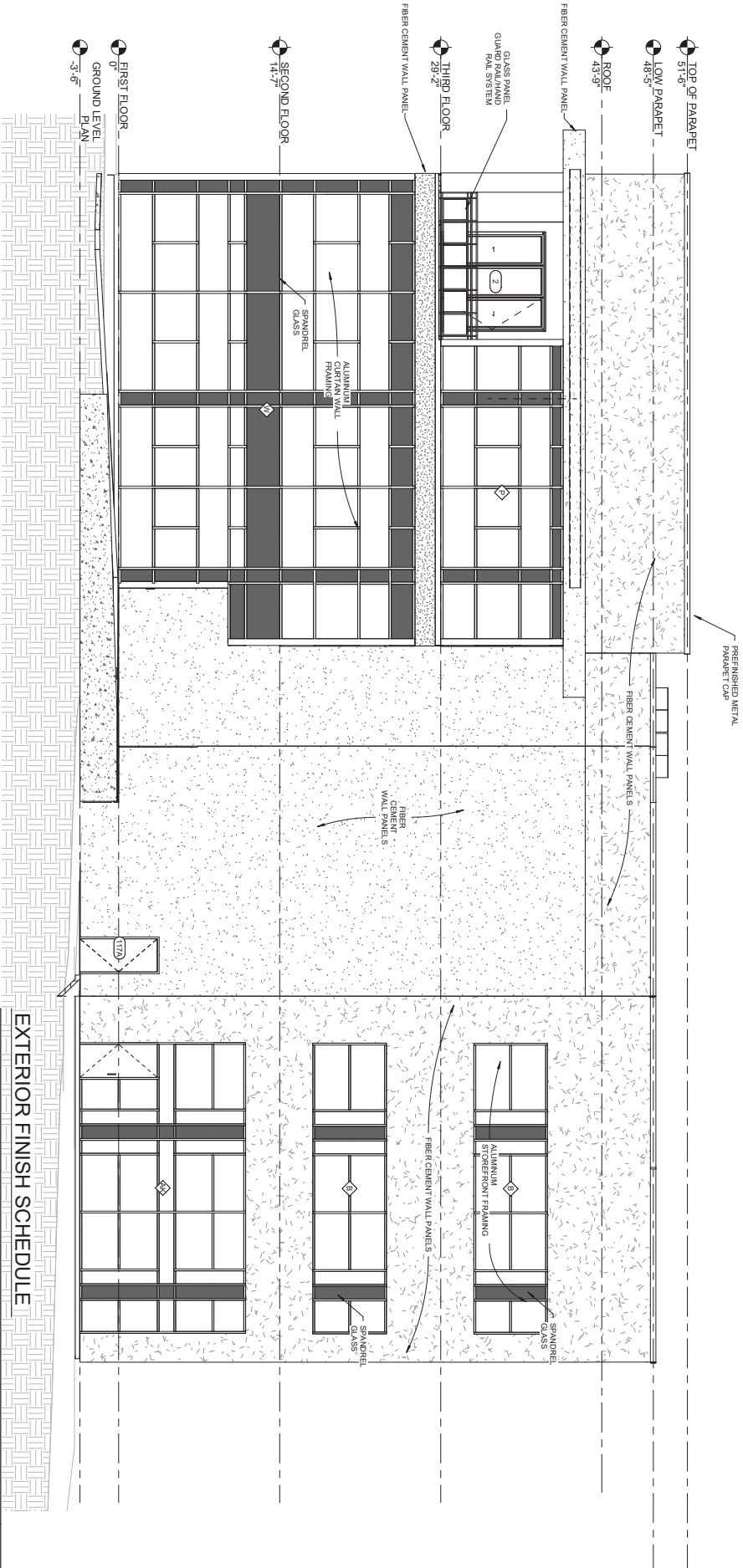
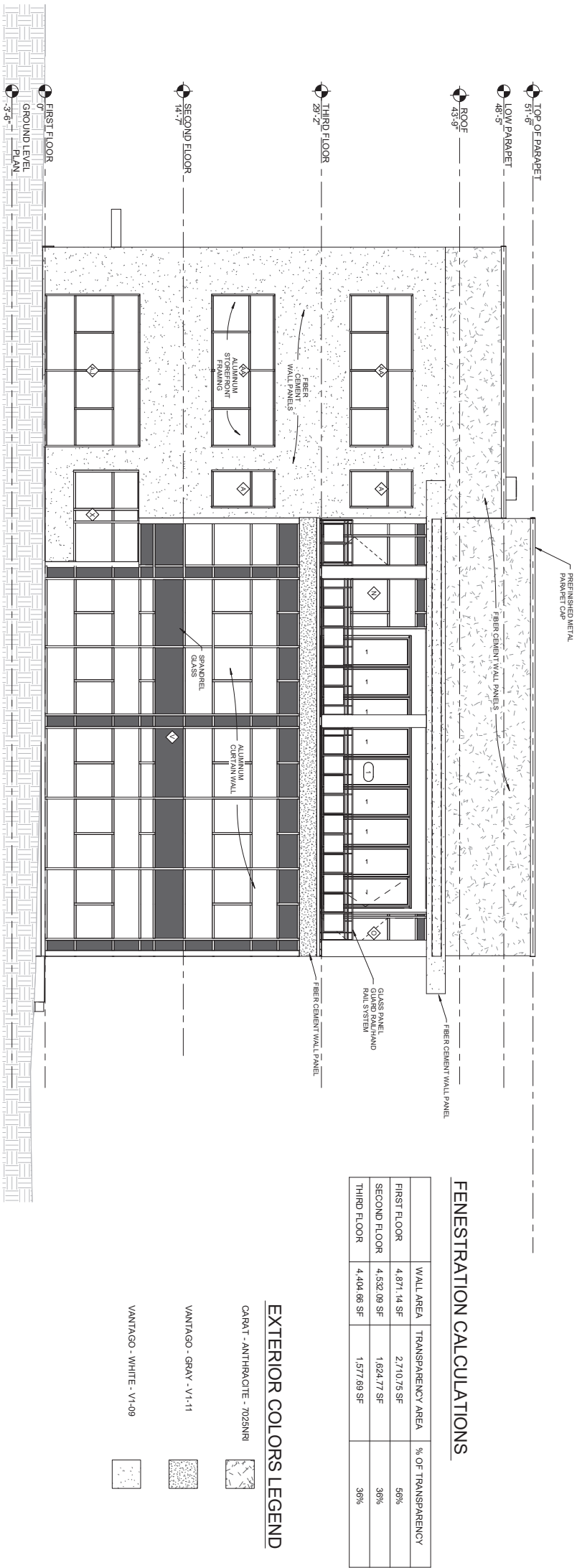
Comments:

1. I do not see any site lighting on the site plan.
2. The entrance is a little difficult to detect from University Drive.
3. Porcelain Wall Panels and ACM (Metal Panels) are not listed as approved materials. I find it difficult to interpret and had difficulty figuring out exactly what these panels are. An exact website address and a physical sample of material could be put under further review if the city would allow it.
4. The dumpster is currently located within a setback. However, I feel like it is in the appropriate location on the site.

Carley Crigler Dunaway, AIA

6/5/2023

Date



MATERIAL	PRODUCT	COLOR
DOORS	HOLLOW METAL DOORS NANA WALL - NW ALUMINUM 840 FRAMED GLASS WALL SYSTEM	PAINT - COLOR TO MATCH SURROUNDING WALL
WINDOWS	ALUMINUM FRAMED STOREFRONT - KAWNEER 350 IR KAWNEER - 1600 WALL SYSTEM 3 KAWNEER TRS-FAB VG 4911	CLEAR ANODIZED CLEAR ANODIZED CLEAR ANODIZED
METAL PARAPET COPING	GAF M-WELD FORMED COPING	DARK BRONZE
WALL PANELS	FIBER CEMENT - CLADDING CORP - CARAT FIBER CEMENT - CLADDING CORP - VANTAGO FIBER CEMENT - CLADDING CORP - VANTAGO	ANTHRACITE - 7025NR WHITE - V1-09 GRAY - V1-11

OF 12

ACC7

SCALE: As indicated

Review Set

Not for Construction

PROJECT NO. 2021817

DRAWN BY: SFD

CHECKED BY: KA

EXTERIOR ELEVATIONS

MARK	DATE	DESCRIPTION
A	MAY 2, 2023	ACC SUBMITTAL
B	JULY 19, 2023	ACC RE-SUBMITTAL

CADENCE
Bank

Starkville Midtown Branch Bank

400 University Drive, Starkville, Mississippi 39759

DANIEL
DESIGN
STUDIO

DANIEL DESIGN STUDIO P.C.
1000 UNIVERSITY DRIVE
THIBODAUX, MISSISSIPPI 39304
TEL: (601) 265-1493

FENESTRATION CALCULATIONS

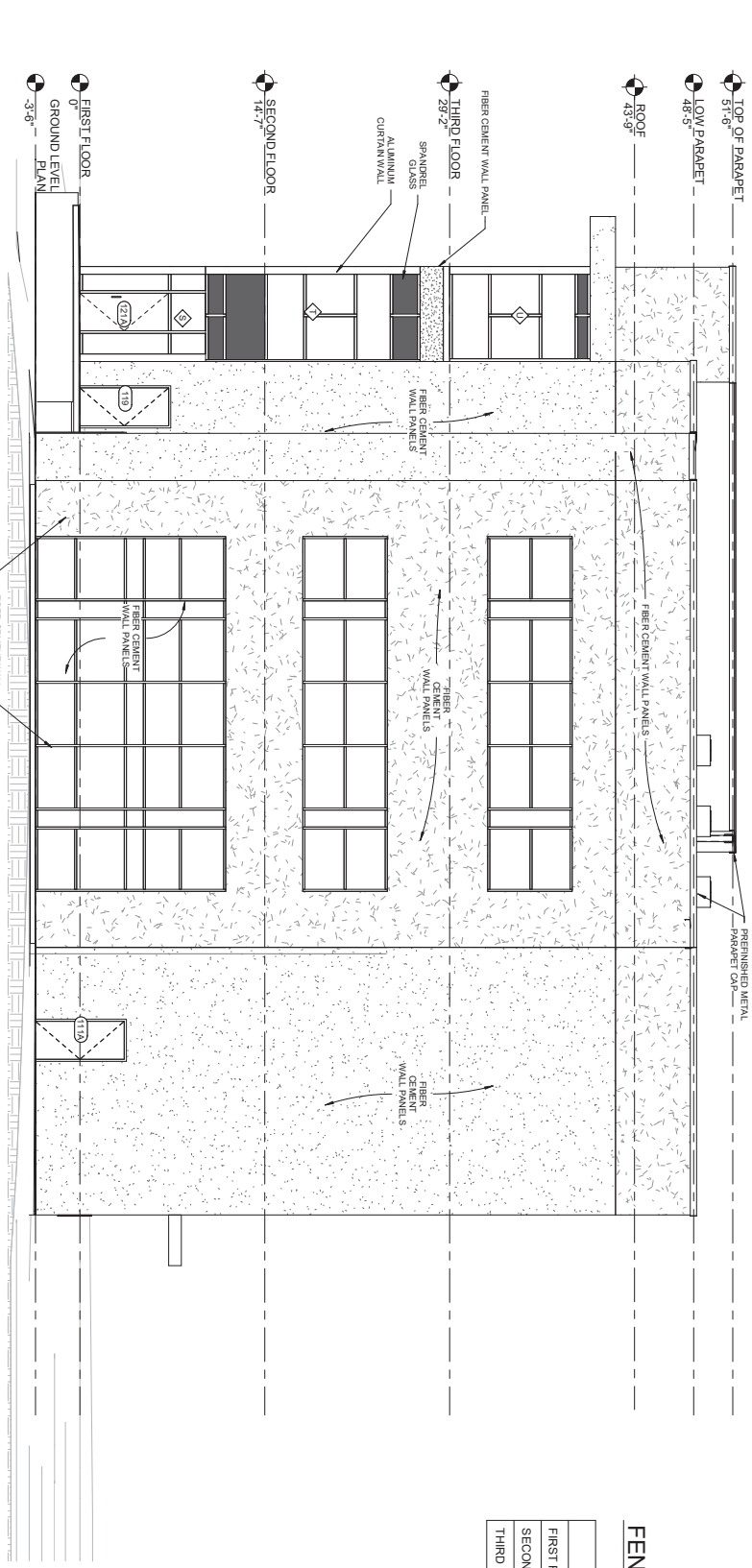
	WALL AREA	TRANSPARENCY AREA	% OF TRANSPARENCY
FIRST FLOOR	4,671.14 SF	2,710.75 SF	58%
SECOND FLOOR	4,532.09 SF	1,624.77 SF	36%
THIRD FLOOR	4,404.66 SF	1,577.69 SF	36%

EXTERIOR COLORS LEGEND

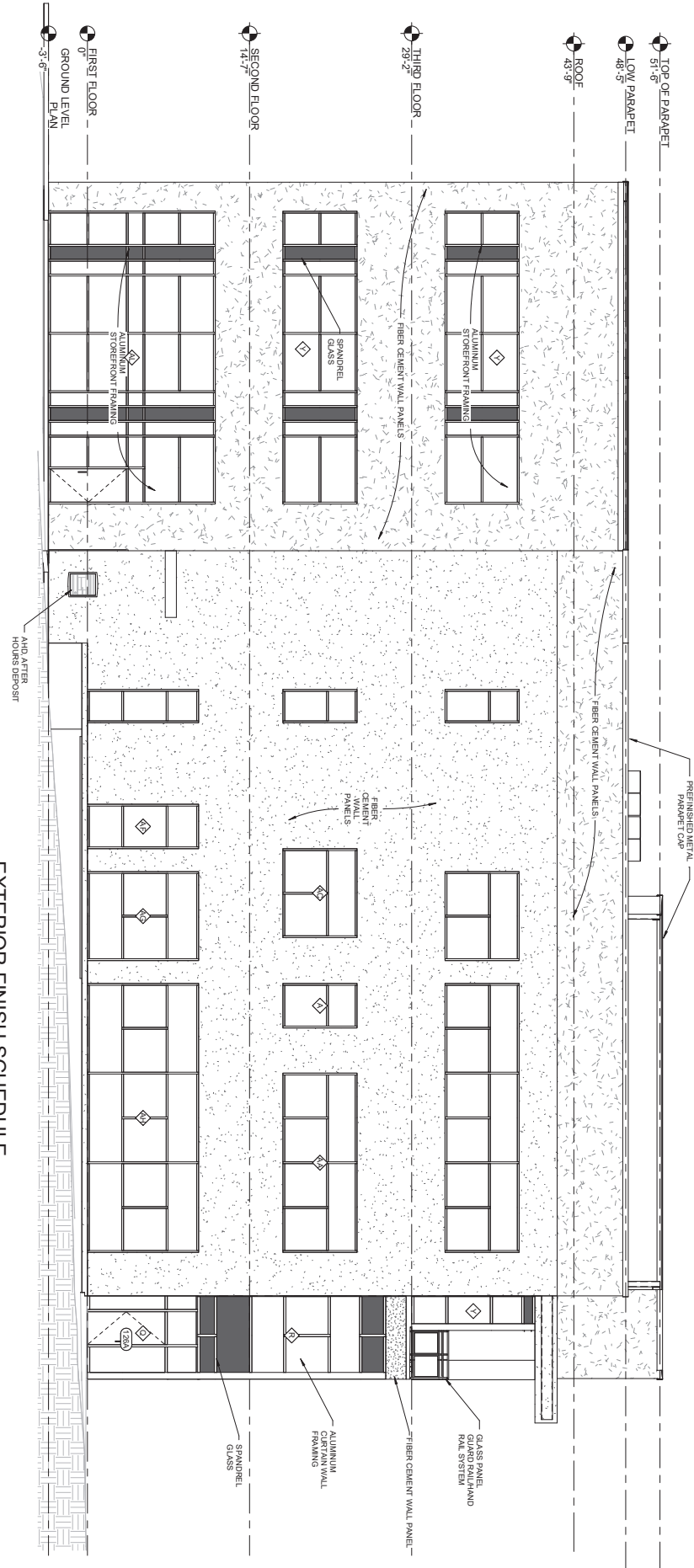
CARAT - ANTHRACITE - 7025NR1

VANTAGO - GRAY - V1-11

VANTAGO - WHITE - V1-09



1 SOUTH ELEVATION ACC
SCALE 3/8" = 1'-0"



2 EAST ELEVATION ACC
SCALE 3/8" = 1'-0"

EXTERIOR FINISH SCHEDULE

MATERIAL	PRODUCT	COLOR
DOORS	HOLLOW METAL DOORS NAUWALL - NW ALUMINUM 840 PAVED GLASS WALL SYSTEM	PAINT - COLOR TO MATCH SURROUNDING WALL
WINDOWS	ALUMINUM FRAMED STOREFRONT - KAWNEER 350 IR KAWNEER 1600 WALL SYSTEM 3 KAWNEER TRIPAB VG 451T	CLEAR ANODIZED CLEAR ANODIZED CLEAR ANODIZED
METAL PARAPET COPING	GAF MAWELD FORMED COPING	DARK BRONZE
WALL PANELS	FIBER CEMENT - CLADDING CORP - CARAT FIBER CEMENT - CLADDING CORP - VANTAGO FIBER CEMENT - CLADDING CORP - VINTAGO	ANTHRACITE - 7025NR1 WHITE - V1-09 GRAY - V1-11

MARK	DATE	DESCRIPTION
A	MAY 2, 2023	ACC SUBMITTAL
B	JULY 19, 2023	ACC RE-SUBMITTA

Review
Set

Not
for
Construction

PROJECT NO.	202317
DESIGNED BY	SFD
DRAWN BY	KA
CHECKED BY	SFD

ACC8



NORTHEAST PERSPECTIVE



NORTHWEST PERSPECTIVE



WEST PERSPECTIVE



SOUTHWEST PERSPECTIVE

MARK	DATE	DESCRIPTION
A	MAY 2, 2023	ACC SUBMITTAL
B	JULY 19, 2023	ACC RE-SUBMITTA

Review Set

Not for Construction

PROJECT NO.	2021817
DESIGNED BY:	Designer
DRAWN BY:	Author
CHECKED BY:	Checker



SOUTHWEST PERSPECTIVE



SOUTH PERSPECTIVE



EAST PERSPECTIVE

MARK	DATE	DESCRIPTION
A	MAY 2, 2023	ACC SUBMITTAL
B	JULY 19, 2023	ACC RE-SUBMITTA

Review
Set
Not
for
Construction

PROJECT NO. 2021817
DESIGNED BY: Designer
DRAWN BY: Author
CHECKED BY: Checker

Attachment 6- Second Denial Letter

dunawayWILLIAMS
architects

1804 North State Street Jackson, MS 39202 601.209.7334 | 662.617.0689

Daniel Havelin, AICP, PLA
City Planner
City of Starkville
110 West Main Street
Starkville, MS 39759

July 31, 2023

RE: Architectural Review – Cadence Bank
Re-Submit

Dear Mr. Havelin,

Attached you will find my review of the Cadence Bank in Midtown Starkville. I have reviewed the building with regards to its architectural character according to the Development Standards of Section 14. I do not recommend approval of this building. See comments on Standards T-5C checklist.

Comments on materials and context are found at the end of the review.

Sincerely,


Carley Crigler Dunaway, AIA



1804 North State Street Jackson, MS 39202 601.209.7334 | 662.617.0689

City of Starkville, Mississippi

Architectural Review

Section 14 Development Standards

T-5C Corridor Form-based District

dW Project No.: 004

Project Name: Cadence Bank- Starkville Midtown Branch Bank

General Parking Requirements

- ☒ Curb cuts locations for driveways shall be reviewed by the Development Review Committee as part of site plan approval in accordance with the City's access management policy.
- ☒ Entrances and exits to the site shall be located such that parking spaces and traffic aisles do not conflict with entering and exiting traffic.
- ☐ Shared driveways may be required as part of site plan approval. [N/A](#)
- ☒ The number of required on-site parking spaces shall be determined by the requirements in Section 13. Use Regulations.
- ☐ Parking lot setbacks shall not be paved and shall comply with base dimensional standards for the zoning district.
- ☒ Parking and/or loading areas shall be designed to prevent vehicles from backing out directly into any public street.
- ☒ Parking lots adjacent to the street shall be either asphalt, concrete, pavers, or gravel. Gravel lots shall provide a six (6) inch vertical concrete curb to contain loose gravel within the parking lot. Gravel lots shall also provide a minimum of an eight (8) foot concrete or paver apron at each entrance to the lot measured from the property line.
- ☐ Residential driveways adjacent to the street shall be either asphalt, concrete, pavers, or gravel. Gravel driveways must have minimum of eight (8) foot concrete apron adjacent to the street measured from the property line to prevent gravel from being deposited into the street. [N/A](#)
- ☒ Parking lots adjacent to a street shall be screened from view from the street by a building or brick masonry wall at least four (4) feet in height.



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Parking Layout

- ✓✓ Perimeter islands shall be provided in accordance with the parking setbacks for the use and zoning district.
- ✓✓ A terminal island with a minimum dimension of nine (9) feet by eighteen (18) feet, measured from face of curb, shall be required at the end of each row of parking.
- ✓✓ An interior island not less than nine (9) feet wide and eighteen (18) feet in length, measured from face of curb, shall be installed for every twelve (12) parking spaces. For lots with less than fifteen (15) parking spaces, no interior island is required.
- ✓✓ All parking space are to striped with a minimum of a four (4) inch white stripe unless the parking area is gravel.
- ✓✓ Median islands may be combined as part of an innovative stormwater management solution if approved by the Development Review Committee as part of site plan approval. The combined area shall be equal to or greater than the required area of required medians and be located within the off-street parking area.
- ✓✓ A median island shall be provided between every four (4) single parking rows. For lots with less than fifteen (15) parking spaces, no median island is required. Median islands shall have a minimum inside width of 5 feet with a six (6) inch high by six (6) inch wide concrete curb.
- ✓✓ All ADA accessible parking spaces shall be dimensioned, signed, and striped in accordance with the Americans with Disability Act requirements.

External to Site

- ✓✓ Sidewalks shall be broom finished concrete designed and finished to match adjacent sidewalks. The use of brick pavers or concrete pavers shall only be allowed with the approval of the City Engineer. The use of asphalt and gravel is prohibited.

Internal Circulation

- ✓✓ Internal pedestrian circulation shall be provided to create interconnected walkways safely conveying pedestrians from adjacent streets and parking areas to the site destination.
- ✓✓ Sidewalk material may include brick pavers, concrete pavers, stone, washed aggregate concrete, broom finished concrete, or stamped concrete. The use of asphalt and gravel is prohibited.
- ✓✓ Crosswalks shall be designated by white pavement striping or materials of a different color and texture from the surrounding surface but conforming to the overall color scheme of the development.

Solving Problems. Creating Spaces.

- ☒ Walkways shall be distinguished from driving surfaces by using varied paving treatments and by raising walkways to curb level.

Site Lighting and Building Illumination [Site Lighting not provided.](#)

- ☐ Streets, driveways, parking lots, pedestrian areas, and service areas shall be adequately illuminated as evenly as possible. The maximum light level of any light fixture cannot exceed half (0.5) a foot candle measured at the property line of any Residential District and two (2) foot candles measured at the right-of-way line of a street. Lighting intensity shall be demonstrated by means of a site lighting plan illustrating compliance.
- ☐ Lighting shall be shielded, shaded, or directed to prevent light from being cast on adjacent property. Pole mounted lighting shall be full cut-off with shields, reflectors, or refractor panels to direct and cut-off emitted light at ninety (90) degrees or less.
- ☐ No exterior lighting fixtures shall be placed or directed so as to interfere with the operation of vehicles within the public right-of-way.
- ☐ No exterior light shall have any blinking, flashing, or fluttering light, or other illuminating device which has a changing light intensity or brightness of color.
- ☐ Pole mounted lighting shall be required within a parking lot with more than fifteen (15) parking spaces.

Pole mounted lighting shall not exceed twenty (20) feet in height within a parking lot, vehicular display area, or service area.
- ☐ Pole mounted lighting shall not exceed a maximum height of fifteen (15) feet within pedestrian areas.

Building Form and Materials

- ☒ Buildings adjacent to the street shall be oriented parallel to the streets they face.
- ☒ The primary public entrance of any building adjacent to a street shall be located along the street that the building fronts.
- ☒ Materials and colors used on the street facade face shall continue to the sides and rear of the building where visible from a street right-of-way or adjacent residence.
- ☒ Interior walls shall not be placed closer than five (5) feet to any window required as part of the transparency requirement for that district.

- ✓✓ Articulation in building facades shall be required for all street facing building facades more than sixty (60) feet in length. At least two (2) portions of the street-facing building facade must have wall variations (projections or recessions) of at least two (2) feet in depth. The combination of the required length of the wall variations shall total no less than fifteen percent (15%) of the length of the building. Building facades less than sixty (60) feet shall have at least one (1) wall variation of at least two (2) feet in depth and a length greater than five (5) feet.

Roofing

- ✓✓ All newly constructed buildings adjacent to a street shall have either a parapet style roof or a pitched roof of not less than 4/12. A parapet shall be constructed to match the facade of the building using the same material and colors. The parapet facade shall be designed such that the reverse side of all elements shall not be visible from any street. False mansards are prohibited. The roofing material for pitched roofs shall be either standing seam metal or architectural shingle. The Parapet roof design and color of all roofing material for pitched roofs shall be approved by the Architecture Review Board.
- ✓✓ Rooftop equipment must be screened from public view.

Facade Materials

- ✓✓ The use of printed building wraps on the facade of a building, accessory building or accessory dwelling unit is prohibited. Art Murals are not considered building wraps.
- ✗ All newly constructed buildings shall have facade materials selected from any of the following: brick, cementitious stucco, fiber cement siding, and cast stone. Dryvit or EIFS may only be used for wall surfaces above the first floor and in banding, decorator strips, cornice lines, and wall capping on any floor. [See comments at end of document.](#)

Facade Color

- ✗ The primary facade colors shall be low reflectance, subtle, neutral, or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited. [The white color at the street level seems very intense.](#)

Fences

- ✓✓ Fences and walls within a development shall be compatible design and materials of the surrounding area.
- ✓✓ Fences and walls shall be constructed such that the “finished” part of the fence or wall is located toward and facing the exterior of the property.
- ✓✓ Uncoated or coated chain link and other wire material fences shall not be permitted in a front yard unless fence is part of recreational use.



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-
- ☒ Fences, other than ones required for alcohol service, shall not be permitted in the front yard.

Retaining Walls

- ☐ Concrete retaining walls that are visible from the right-of-way or adjacent residential property shall be finished with an approved stamped concrete pattern, brick, natural stone, artificial stone, or stucco. All retaining walls six (6) feet tall or less shall have a coping or cap on the top of the wall. N/A
- ☐ Segmented retaining walls shall be tinted with subtle, neutral, or earth tone colors that fit in the context of the surrounding property. N/A
- ☒ Wood retaining walls are not permitted.

Location and Screen of Solid Waste Containers

- ☒ Dumpsters, waste oil, and grease container areas shall be considered solid waste containers and comply with Chapter 94- Solid Waste.
- ☒ The vehicular access gate for dumpster enclosures shall be constructed with a sturdy metal frame and hinges. Hinge assemblies shall be strong and durable to prevent sagging. Gates shall be clad with an opaque non-see-through material. The use of a chain-link gate with or without slats is prohibited. Gates shall not swing over the property line or into the public right-of-way.
- ☒ A separate pedestrian access enclosure gate may be required during site plan review by the Development Review Committee.
- ☒ Enclosure walls shall be constructed of brick or split-face masonry block. The veneer of the enclosure shall complement the materials used on the primary building. The use of wood, artificial wood, and vinyl shall only be permitted when the enclosure is not visible from any public right-of-way as determined during site plan review by the Development Review Committee.
- ☒ Enclosures shall not be located within twenty (20) feet of the front wall of the primary building or within any setback adjacent to a street. Dumpster is currently located within setback. However, I feel like it is in the proper location on the site.
- ☐ Enclosures adjacent to residential use districts shall be placed as far as possible from the adjacent residential property within the rear of the property. N/A
- ☒ No front-end-loaded refuse container shall be located within six (6) feet of any building or structure, nor sited below obstructing wires, electrical service equipment, fire protection equipment, nor any roof overhangs nor sited adjacent to any other obstruction to the

container dumping process. A service height clearance of twenty-five (25) feet is required in the container service access area.

Buffers

- ☒ Separation Buffers shall be required according to Development Standards.

Landscaping Lot frontage Along Roadway

- ☒ One (1) canopy tree per lot shall be placed in the front yard of each newly platted detached and/or duplex residential subdivisions within twenty (20) feet of the right-of-way. For lots with a lot frontage greater than one hundred (100) feet, and additional canopy tree shall be required for every one hundred (100) feet.

Landscaping Parking Lot Perimeter Island

- ☒ One (1) canopy tree shall be required for every thirty (30) linear feet and a continuous row of shrubs shall be planted along the entire length of the perimeter island next to street frontage or adjacent property with a minimum mature height of three (3) feet and a maximum spacing of ninety percent (90%) of the shrubs expected spread within three (3) years of planting. Buffer requirements shall take precedence.

Landscaping Parking Lot Terminal Island

- ☒ One (1) canopy tree shall be required for each row with a terminal island.
- ☒ In addition to the required canopy tree(s), terminal islands with less than two hundred (200) square feet shall be planted with shrubs and/or groundcovers to provide complete coverage within three (3) years of planting. Any additional area within the terminal island may be grassed.

Landscaping Parking Lot Interior Island

- ☒ One (1) canopy tree shall be required for each interior island.
- ☒ In addition to the required canopy tree(s), interior islands less than two-hundred (200) square feet shall be planted with shrubs and/or groundcovers to provide complete coverage within three (3) years of planting. Interior islands that are more than two hundred (200), may use a combination of shrubs, groundcovers, and turf for the areas greater than two-hundred (200) square feet.

Landscaping Parking Lot Median Islands

- ☐ One (1) canopy tree shall be required for every thirty (30) linear feet of a median island. N/A



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- ☒ In addition to the required canopy tree(s), median island less than seven (7) feet in width shall be planted with a minimum of fifty percent (50%) shrubs and/or groundcovers. Any additional area within the interior island may be grassed.
- ☒ In addition to the required canopy tree(s), median island more than seven (7) feet in width shall be planted with a minimum of twenty-five percent (25%) shrubs and/or groundcovers. Any additional area within the interior island may be grassed.

☐ Approved

☒ Disapproved

Comments:

1. I do not see any site lighting on the site plan.
2. I am now questioning the idea of the contentious panel. Panels are not specifically called out in the list of materials. What will be the actual panel sizes and joint pattern?

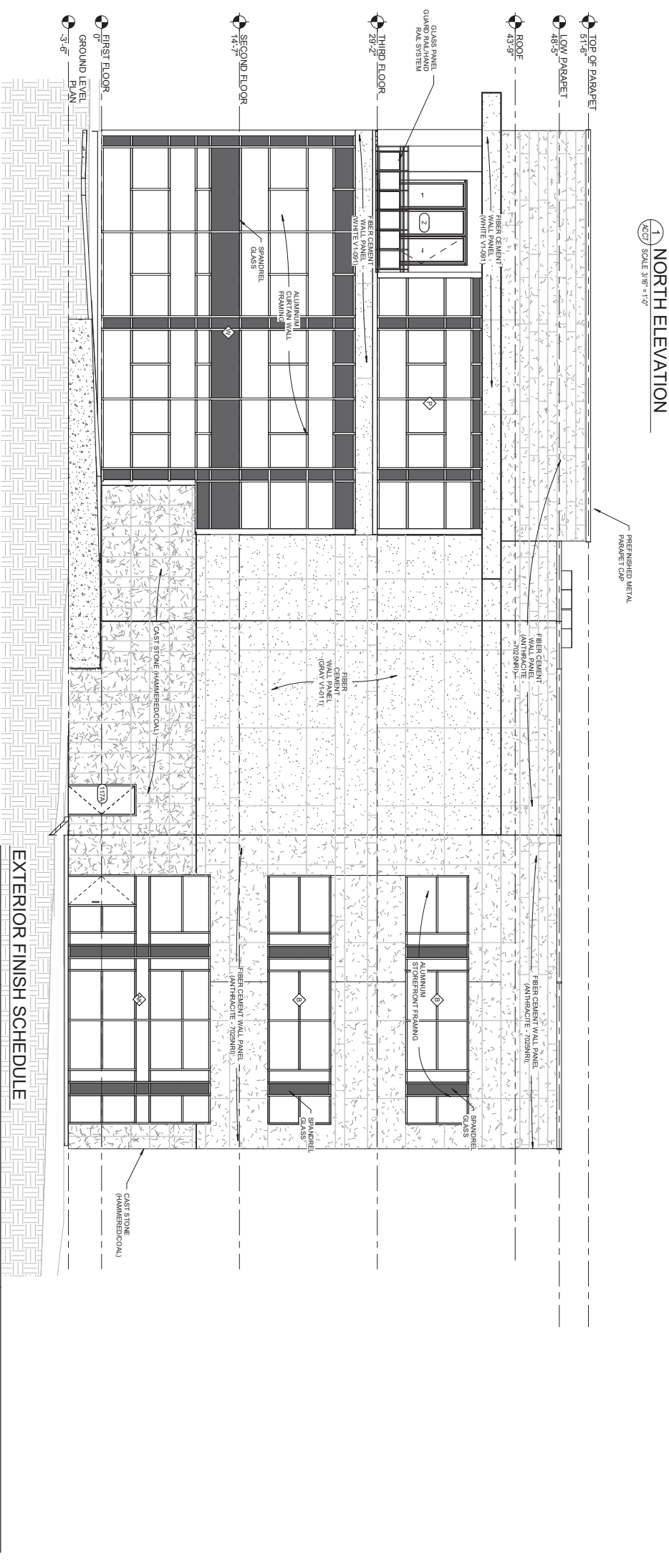
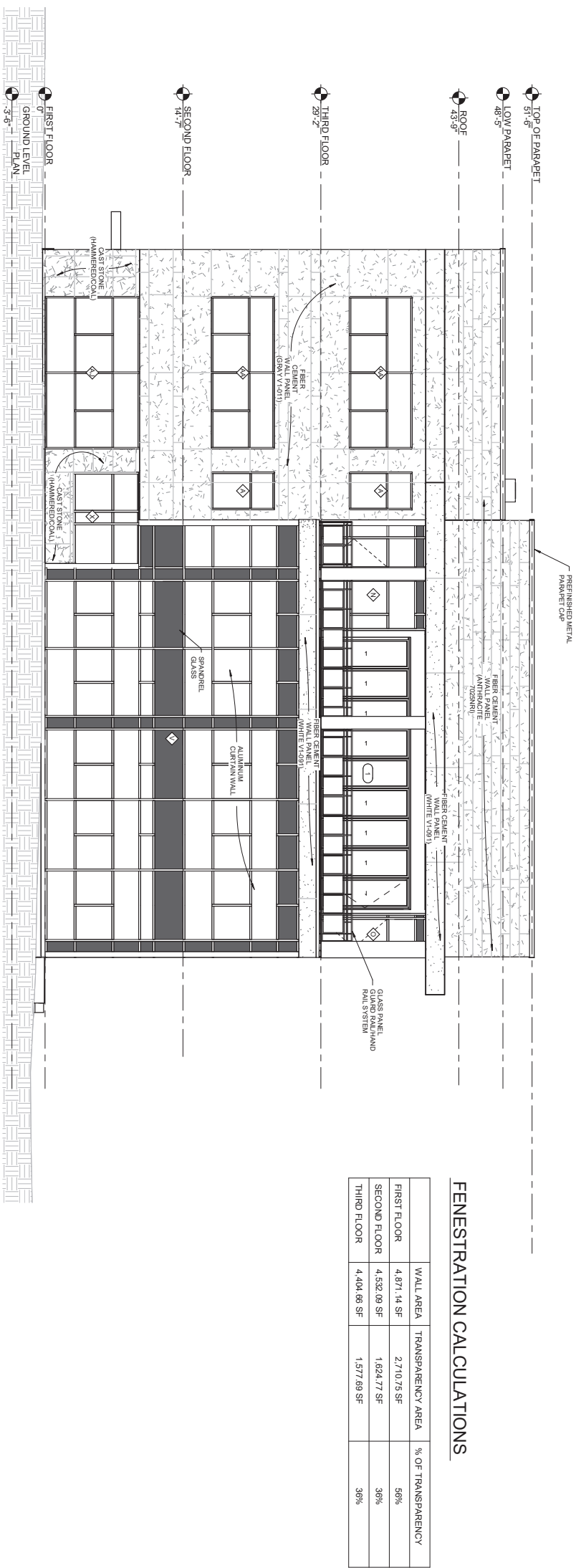
This is a major corridor thoroughfare and contextually these panels do not fit the area. Brick would be a much more suitable material particularly given the magnitude of a bank. I am also questioning the choice of the white color. I feel like its reflectance will be over powering at this intersection. This area is meant to be the connection between downtown and the Cotton District that leads to the university. It should be building that holds its own but creates a connection to all of these things that happen in Starkville. This will be one of the most dominant corners in all of the city.

A handwritten signature in blue ink that reads "Carley Crigler Dunaway".

Carley Crigler Dunaway, AIA

7/31/2023

Date



	WALL AREA	TRANSPARENCY AREA	% OF TRANSPARENCY
FIRST FLOOR	4,871.14 SF	2,710.75 SF	56%
SECOND FLOOR	4,532.09 SF	1,624.77 SF	36%
THIRD FLOOR	4,404.66 SF	1,577.69 SF	36%

EXTERIOR FINISH SCHEDULE

MATERIAL	PRODUCT	COLOR
DOORS	HOLLOW METAL DOORS ALUMINUM - 14W ALUMINUM 840 FRAMED GLASS WALL SYSTEM	PANT - COLOR TO MATCH SURROUNDING WALL CLEAR ANODIZED CLEAR ANODIZED
WINDOWS	ALUMINUM FRAMED STRENGTH - KAWNEER 380 IR KAWNEER 1600 WALL SYSTEM 3 KAWNEER TRUFAB VG 451T	CLEAR ANODIZED CLEAR ANODIZED CLEAR ANODIZED
METAL PARAPET COPING	GAF MAWELD FORMED COPING	DARK BRONZE
WALL PANELS PER UDC 14.6.2.5.3	FIBER CEMENT - CLADDING CORP - CARAT FIBER CEMENT - CLADDING CORP - VINTAGO FIBER CEMENT - CLADDING CORP - VINTAGO	WHITE - AC-7025NR WHITE - V1-091 GRAY - V1-011
CAST STONE PER UDC 14.6.2.5.3	BUILDING SOLUTIONS CAST STONE (HAMMERED TEXTURE)	COAL

MARK	DATE	DESCRIPTION
A	MAY 2,2023	ACC SUBMITTAL
B	JULY 19, 2023	ACC RE-SUBMITTAL
C	AUG 24, 2023	ACC RE-SUBMITTAL

Review Set

for
Construction

PROJECT NO.	2021817
DESIGNED BY.	000

DRAWN BY: KA

CHECKED BY:	SPD
EXTENSION EVALUATIONS	

EXTERIOR ELEVATIONS

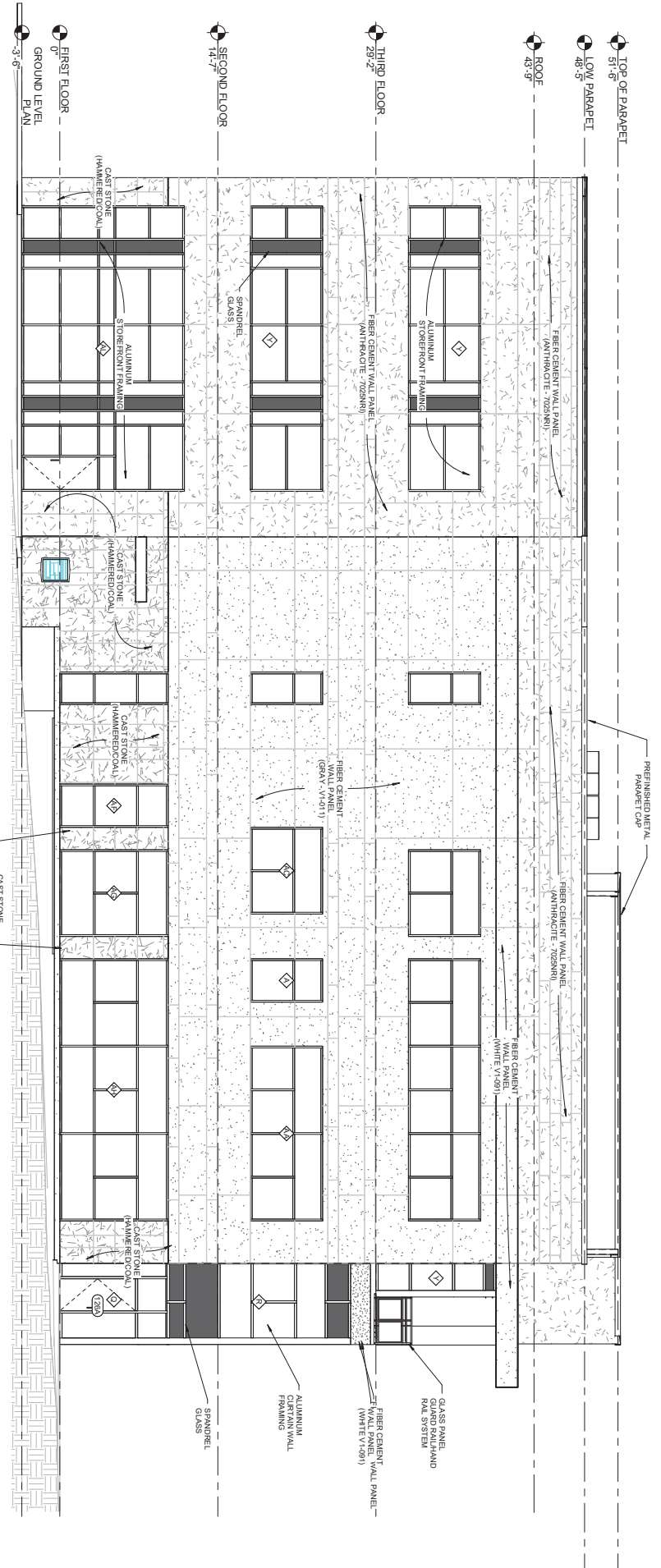
ACC7

OF 12



1 SOUTH ELEVATION ACC
SCALE 3/16" = 1'-0"

FENESTRATION CALCULATIONS			
	WALL AREA	TRANSPARENCY AREA	% OF TRANSPARENCY
FIRST FLOOR	4,671.14 SF	2,710.75 SF	58%
SECOND FLOOR	4,532.09 SF	1,624.77 SF	36%
THIRD FLOOR	4,404.66 SF	1,577.69 SF	36%



2 EAST ELEVATION ACC
SCALE 3/16" = 1'-0"

EXTERIOR FINISH SCHEDULE

MATERIAL	PRODUCT	COLOR
DOORS	HOLLOW METAL DOORS NAUWALL - NW ALUMINUM 840 FRAMED GLASS WALL SYSTEM	PAINT - COLOR TO MATCH SURROUNDING WALL
WINDOWS	ALUMINUM FRAMED STOREFRONT - KAWNEER 350 IR KAWNEER 1600 WALL SYSTEM 3 KAWNEER TRIPAB VG 451T	CLEAR ANODIZED CLEAR ANODIZED CLEAR ANODIZED
METAL PARAPET COPING	GAF MAWELD FORMED COPING	DARK BRONZE
WALL PANELS	FIBER CEMENT - CLADDING CORP - CARAT FIBER CEMENT - CLADDING CORP - VINTAGO	ANTHRACITE - 7025NR1 WHITE - V1-091 GRAY - V1-011
CAST STONE	BUILDING SOLUTIONS PERIODIC HAMMERED TEXTURE	COAL



Starkville Midtown Branch Bank
400 University Drive, Starkville, Mississippi 39759

MARK	DATE	DESCRIPTION
A	MAY 2, 2023	ACC SUBMITTAL
B	JULY 19, 2023	ACC RE-SUBMITTAL
C	AUG 24, 2023	ACC RE-SUBMITTAL

Review Set
Not for Construction
PROJECT NO. 202317
DESIGNED BY: SFD
DRAWN BY: KA
CHECKED BY: SFD
EXTERIOR ELEVATIONS
ACC8
OF 12
SCALE: As indicated



NORTHEAST PERSPECTIVE



NORTHWEST PERSPECTIVE



WEST PERSPECTIVE



SOUTHWEST PERSPECTIVE

MARK	DATE	DESCRIPTION
A	MAY 2, 2023	ACC SUBMITTAL
B	JULY 19, 2023	ACC RE-SUBMITTAL
C	AUG 24, 2023	ACC RE-SUBMITTAL

Review Set

Not for Construction

PROJECT NO.	2021817
DESIGNED BY:	Designer
DRAWN BY:	Author
CHECKED BY:	Checker

RENDERINGS



SOUTHWEST PERSPECTIVE



SOUTH PERSPECTIVE



EAST PERSPECTIVE

MARK	DATE	DESCRIPTION
A	MAY 2, 2023	ACC SUBMITTAL
B	JULY 19, 2023	ACC RE-SUBMITTAL
C	AUG 24, 2023	ACC RE-SUBMITTAL

Review Set

Not for Construction

PROJECT NO.	2021817
DESIGNED BY:	Designer
DRAWN BY:	Author
CHECKED BY:	Checker

RENDERINGS

Attachment 8- Third Denial Letter



1804 North State Street Jackson, MS 39202 601.533.8741

Daniel Havelin, AICP, PLA
City Planner
City of Starkville
110 West Main Street
Starkville, MS 39759

September 18, 2023

RE: Architectural Review – Cadence Bank
Re-Submit 02

Dear Mr. Havelin,

Attached you will find my review of the Cadence Bank in Midtown Starkville. I have reviewed the building with regards to its architectural character according to the Development Standards of Section 14.

After careful consideration and evaluation, I do not recommend approval of this building as submitted. This decision was not taken lightly, and we understand the significant effort that went into its preparation. Since this is the third submission for review of this building, I asked more than one member of the committee to review it as well. Our collective comments are as follows:

1. From the previous design we went from having no joint or pattern lines to a design that is very busy. The pattern and rhythms of the joints do not line up. For instance, the window patterns do not match the panel patterns so there would be extra cut lines in the panel patterns. The joint patterns do not look consistent either. I realize there are multiple colors and sizes of these panels, but it not a very streamline approach.
2. The rendering of the model does not accurately reflect the texture and pattern of the materials. This is also making it difficult to decipher the exterior.
3. The main entry does not face the street and is not clear.

Overall, the proposed design does not align with what the committee and the city's objectives and vision for the building and site are. The committee would really like to see the building in masonry. Perhaps have a large-scale block base and brick above. Again, this is a major corridor thoroughfare and contextually in needs to be appropriate. When I previously questioned the white color, I did not mean that it had to completely go away or flip to the opposite color as the rendition has done. Also, having been a Cadence bank member for my entire life, I feel like the predominance of a bank should be felt and easily identified. The general aesthetic of the building, as it stands now, I feel is working towards a modern flare. I normally would be an advocate of such, but the context of this building is not appropriate. We please ask that you reevaluate the design and take into consideration the feedback from this and the previously supplied comments. If Mr. Daniels would like to send us some of these materials for in person review and make a case for the design, I certainly would be open to that communication.



1804 North State Street Jackson, MS 39202 601.533.8741

Sincerely,


Carley Crigler Dunaway, AIA

Solving Problems. Creating Spaces.

Attachment 9- Appeal Letter



September 22, 2023

Daniel Havelin, AICP, PLA
City Planner- City of Starkville
110 West Main Street
Starkville, Mississippi 39759

**RE: 2021817
Cadence Bank-
Starkville Midtown Branch
Starkville, Mississippi**

SUBJECT: Administrative Appeal Letter

Mr. Havelin,

It is our opinion that the proposed Cadence Branch Bank building design is consistent with all applicable development standards. It uses the allowable materials per UDC and we believe that it does fit into the city context.

Regarding an understanding of the context, the UDC states "approval is based on the provisions of the code, the contextual surroundings of the development, compatibility with existing developments, and compatibility with anticipated developments within the immediate area and the City as a whole." This means that all the existing buildings are part the context used for comparison of design whether they are new or old and whether they meet the current UDC requirements or not.

Colors, materials, and shapes define the buildings within the city. The different uses of each of these elements in building design help to make up the character and quality of the city. Too much of any one of these elements within the surrounding buildings causes the individuality to be blurred and there is a loss of what makes up the city's personality. The context becomes moot, everything begins to look the same.

The downtown of Starkville shows how different design ideas define what we know, an example being the current Cadence and Regions locations. They are completely different from each other and the surrounding buildings. They are prominent because of their colors, materials, and shapes. Whether someone likes or dislikes the style or idea, they have importance and individuality and that helps to make up the context of the city.

Our project site in and of itself is important because of its location along the major thoroughfares of University and Montgomery. Our building has prominence because of the use of colors, materials, and shapes. The design has individuality because it does not look like the neighboring buildings. The design idea goes further by interacting with users through form to create intrigue in the location of the entrances. The entrances are not parallel to the street as are most of the surrounding buildings, but they are on the face of the building directly abutting the main roads as is required by the UDC.

The rhythm of patterns may not be easily understood because it is not as repetitious and standard as other material patterns in the surrounding buildings. Our building plays with joints and materials lining up in different layers overlaid with patterns moving in the opposite direction.

The renderings show what is perceived at a distance from the building. The panel design is more about the larger elements of color. Prominent lines of window mullions catch your eye and are leading vertically and horizontally connecting to the larger elements of color and materials that make up the building.

We believe that the current Cadence Branch Bank design follows the standards and considers the surrounding context and the potential future development. Although it may be different in style from what is currently around the city, we feel certain that it should be part of the fabric of buildings that make up the city of Starkville.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Stephens Daniel', written over a horizontal line.

Stephens Daniel, AIA
Daniel Design Studio, P.C.

Enc.:

cc: Carol Drake
Curtis Reaves

Stephens Daniel, AIA
398 E. Main St., Ste. 209
Tupelo, Mississippi 38804
Ph (662) 260-4543



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: October 17th, 2023
PAGE: Page 1 of 3

SUBJECT:

Consideration of approving the professional services agreement with the Golden Triangle Planning and Development District, Inc. in an amount not to exceed \$2,400.00 for the creation of a GIS-based street map and official City street register.

AMOUNT & SOURCE OF FUNDING:

Professional Services: 001-197-600-308

SUMMARY:

The official City street map has not been updated to reflect the recent annexation. There have also been found to be discrepancies in various street names and spellings between the City, E911, and USPS. Furthermore, the existing street map is in an antiquated format that does not integrate with any of the other existing City maps (zoning, ward, parcel, etc.). This professional services agreement will convert the entire street map into a GIS-based format that becomes an official base map for all other City maps. The agreement will also include a full audit and clean-up of all street names in the City to ensure accuracy and continuity across all stakeholders.

REQUESTING DEPARTMENT: Engineering

DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the professional services agreement with the Golden Triangle Planning and Development District, Inc. in an amount not to exceed \$2,400.00 for the creation of a GIS-based street map and official City street register.

LETTER OF AGREEMENT FOR
GIS AND CONSULTING SERVICES

THIS AGREEMENT is entered into by and between the City of Starkville, Oktibbeha County, Mississippi, hereinafter referred to as the "CITY," and the Golden Triangle Planning and Development District, Inc. (a non-profit corporation organized and existing under the laws of the State of Mississippi), Starkville, Mississippi, hereinafter referred to as the "DISTRICT."

1. The CITY does hereby contract with the DISTRICT to perform professional GIS and technical services for: CREATING A OFFICIAL CITY STREET MAP & REGISTER.
2. The DISTRICT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.
3. The CITY shall compensate the DISTRICT for professional services rendered (see attachment 1).
4. The DISTRICT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the DISTRICT and will be accompanied by an itemized statement of work performed. The CITY shall pay the DISTRICT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the DISTRICT.
5. The CITY may terminate or re-negotiate this letter of agreement at any time within written notification to the DISTRICT.
6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the DISTRICT under this agreement shall be the property of the CITY, even if remaining with the DISTRICT and the DISTRICT shall maintain confidentiality of such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

IN WITNESS WHEREOF the CITY and the DISTRICT have executed this Agreement this the ____ day of _____, 2023

CITY: THE CITY OF STARKVILLE, MISSISSIPPI

BY: _____
Lynn Spruill, Mayor

WITNESS: _____
City Clerk (SEAL)

CONSULTANT: THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT, INC.

BY: _____
Rupert L. "Rudy" Johnson, Executive Director

WITNESS: _____
(SEAL)

Project Title: Official Starkville City Map & Road Register

Purpose: The project will provide for a complete street registry for all streets in the city. The register will have the correct spelling, beginning and ending for all street with length and surface type. The registry will have a matching map with locator for all streets.

Project Description:

The Map & Road Register will follow the following steps:

- a. **CHECK MAP DATA FOR CONSISTENCY AND CORRECT SPELLING** – Each street in the city will be examined to make sure the beginning and ending are correct. The spelling of each street will be checked.
- b. **ROAD REGISTER CREATION** – A complete list of every road, with beginning point and ending point. The Section, township and range will be added to both along with the length and surface type.
- c. **MAP CREATION** – a map with a grid and register to show the location of each street. The Map will become the Official City street map and can be used for Ward Map, or any custom map the city might need.

Cost: \$100.00 per hour

Time Frame: 16 to 24 Hours

Additional Tasks:

Updating the database and map as new streets or changes happen in the future. It will be billed at current staff rate at the time of change for each fiscal year. The CITY will notify the DISTRICT when changes need to be made. The CITY and the DISTRICT both understand the need and importance to keep up the Official Map & Register.

Outcomes:

- (1) A complete highly accurate map of all existing city streets;
- (2) A complete listing of all streets and supporting attributes.



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

AGENDA ITEM DEPT.: Parks & Recreation
AGENDA DATE: October 17, 2023
PAGE: Page 1 of 2

SUBJECT:

Consideration of accepting the low bid from Paradigm Contractors, LLC in the amount of \$144,500.00 for the McKee Park Pickleball Court Resurfacing Project.

SUMMARY:

This project consists of converting the existing 4 tennis courts at McKee Park to 12 pickleball courts. This involves resurfacing and restriping the courts, installing new pickleball nets, and making concrete repairs around the edges of the court.

Funding Source: Fund 312 2023 Parks Bond

The bid tabulation is attached in the supporting documentation.

REQUESTING DEPARTMENT: Parks & Recreation
DIRECTOR'S AUTHORIZATION: Brandon Doherty

FOR MORE INFORMATION CONTACT:

Brandon Doherty @ 662-323-2294 or bdoherty@sportsfacilities.com
Cody Burnett @ 662-323-2525 ext 3123 or c.burnett@cityofstarkville.org
Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org
Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for accepting the low bid from Paradigm Contractors, LLC in the amount of \$144,500.00 for the McKee Park Pickleball Court Resurfacing Project.



23031 - McKee Park Pickleball Court Resurfacing

Bid Tabulation - October 4, 2023

Item No.	Description	Estimated Quantity	Unit	Engineer's Estimate		Paradigm Contractors, LLC		Struthers Recreation, LLC	
				Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Labor & materials for converting existing tennis & pickleball courts to 12 pickleball courts. Includes labor & material for installing 12 new pickleball net systems and repairing broken slab edges.	1	LS	\$ 115,000.00	\$ 115,000.00	\$ 144,500.00	\$ 144,500.00	\$ 179,000.00	\$ 179,000.00
Total:				\$ 115,000.00		Total:	\$144,500.00	Total:	\$ 179,000.00

LOW BID

I certify that this is a correct tabulation of all bids received for this Project on the date stated above.

Signature



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

AGENDA ITEM DEPT.: Engineering & Street

AGENDA DATE: October 17, 2023

PAGE: Page 1 of 2

SUBJECT:

Consideration of approving Change Order #1 in the amount of \$13,500.00 for the Colonial Hills Drainage Improvements Project.

SUMMARY:

During construction, an existing sewer line was found that was not located on the survey. The sewer main crosses the proposed concrete ditch. The sewer main will need to be enclosed in a steel casing in order to protect it during and after the ditch construction. This change order will cover the cost of encasing the existing sewer main. The cost for installing the sewer casing is \$13,500.00.

Funding Source: 2018 Public Improvement Bonds

REQUESTING DEPARTMENT: Engineering & Street

DIRECTOR'S AUTHORIZATION: Cody Burnett

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext 3123 or c.burnett@cityofstarkville.org

Chris Williams @ 662-323-2525 ext 3122 or c.williams@cityofstarkville.org

Stephen Kachelman @ 662-323-2525 ext 3111 or s.kachelman@cityofstarkville.org

SUGGESTED MOTION:

Move for approving Change Order #1 in the amount of \$13,500.00 for the Colonial Hills Drainage Improvements Project.

Change Order

No. **1**

Date of Issuance: 10/10/23

Effective Date: 10/18/23

Project: Colonial Hills Drainage Improvements	Owner: City of Starkville	Owner's Contract No.: 18028
Contract: Colonial Hills Drainage Improvements		Date of Contract: 09/27/23
Contractor: Burns Dirt Construction, Inc.		Engineer's Project No.: 18028

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Sewer line casing

Reason for Change Order: An unknown sewer line was found crossing the proposed ditch. This change order is to add 30 linear foot of sewer line casing to protect the existing sewer during and after ditch construction.

Attachments (list documents supporting change):

Drawing C3.0 Rev 1

CHANGE IN CONTRACT PRICE:

Original Estimated Contract Price:

\$221,720.02

Increase from previously approved Contract to No. 1:

\$0.00

Contract Price prior to this Change Order:

\$221,720.02

Increase of this Change Order:

\$13,500.00

Contract Price incorporating Change Order:

\$235,220.02

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 60

Ready for final payment (days or date): 60

Increase from previously approved Change Orders to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): 5

Ready for final payment (days or date): 5

Increase of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (days or date): 65

Ready for final payment (days or date): 65

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: 10/11/2023



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: October 17th, 2023
PAGE: Page 1 of 3

SUBJECT:

Consideration of approving the low quote from Ponders Equipment Service in the amount of \$21,600.00 for a Rotary Lift for the Streets and Utilities Department mechanic.

AMOUNT & SOURCE OF FUNDING:

Streets Department Machinery and Equipment Capital Outlay: 001-301-918-805
Utilities Department: Water 404 Equipment Repairs and Maintenance.

SUMMARY:

This quote will provide a lift for the mechanic that will allow him to operate on larger pieces of equipment and to perform mechanic work more efficiently and safely. The expense of this item will be split as a 50/50 cost share between the Streets and Utilities Department. Two quotes were received.

Ponders Equipment Service:	\$21,600.00	Low Quote
Automotive Equipment Warehouse:	\$23,343.95	

REQUESTING DEPARTMENT: Engineering & Utilities

DIRECTOR'S AUTHORIZATION: Cody Burnett & Edward Kemp

FOR MORE INFORMATION CONTACT:

Cody Burnett @ 662-323-2525 ext. 3123 or c.burnett@cityofstarkville.org

SUGGESTED MOTION:

Move to approve the low quote from Ponders Equipment Service in the amount of \$21,600.00 for a Rotary Lift for the Streets and Utilities Department mechanic.

Automotive Equipment**Warehouse**

PO BOX 3565

Tupelo, MS 38803

1-800-264-2825

sterlingyearber@gmail.com

**AUTOMOTIVE
EQUIPMENT
WAREHOUSE****Estimate****ADDRESS**Starkville Utilities
200 N Lafayette St.
Starkville, MS 39759**SHIP TO**Starkville Utilities
Starkville Street Department
506 DL Conner Dr,
Starkville, MS 39759**ESTIMATE #**

23-0155

DATE

05/08/2023

SALES REP

SY

ACTIVITY	QTY	RATE	AMOUNT
SMO14N102YBL Rotary 14K 4- post 215" Wheelbase	1	13,909.73	13,909.73T
RJ7100YM Rotary- 7k lbs. Capacity Rolling Jack w/Adaptors	2	4,439.61	8,879.22T
FC5760-14 Rotary- 4-post Air Line Kit	1	555.00	555.00T

This quote includes delivery, fluid and installation, except for the electrical and compressed air connections.

SUBTOTAL

23,343.95

TAX (0%)

0.00

TOTAL**\$23,343.95**

Accepted By

Accepted Date



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 10/17/2023

PAGE: 1 of several

SUBJECT: Claims Docket

AMOUNT & SOURCE OF FUNDING: FY 2022 – 2023 Budget & FY 2023- 2024 Budget

FISCAL NOTE: Total Claims for the **FY 23** Claims Docket Ending September 30, 2023 is \$790,618.82

Total Claims for the **FY 24** Claims Docket Ending October 11, 2023 is \$1,701,628.14

Of which the claims amount for Starkville Utilities is \$775,166.00

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 30,2023 for fiscal years ending 09/30/23 and as of October 10,2023 for fiscal year ending 9/30/24 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

CLAIMS DOCKET

By Fund

Post Dates 9/30/2023 - 10/10/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
PROGRAPHICS, INC.	82689	09/15/2023	2 BANNERS	001-000-160-697	207.00
CADENCE /ELAN VISA	C83023F5414R	10/02/2023	LITTLE DOOEY BBQ	001-000-160-698	-167.84
CADENCE /ELAN VISA	C83123F53XZ2	10/02/2023	LITTLE DOOEY BBQ	001-000-160-698	-167.84
Outstanding Total:					-128.68
Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-000-053-206	6,015.00
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-000-053-206	2,410.00
WYATT ROARK	INV0036701	10/04/2023	OVER PAID CASH BOND	001-000-149-691	73.00
Paid Total:					8,498.00
Department 000 - UNDESIGNATED Total:					8,369.32
Department: 005 - DUE FROM SFM					
Outstanding					
ATMOS ENERGY	INV0036680	09/22/2023	MONTHLY USAGE	001-005-054-208	37.24
Outstanding Total:					37.24
Department 005 - DUE FROM SFM Total:					37.24
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	001-100-604-330	176.07
CADENCE /ELAN VISA	CM0000527	09/30/2023	OVERPAID ALDERMAN HOTEL	001-100-610-350	-569.08
Outstanding Total:					-393.01
Department 100 - BOARD OF ALDERMEN Total:					-393.01
Department: 110 - MUNICIPAL COURT					
Outstanding					
CADENCE /ELAN VISA	25948217444113	03/17/2023	MML CONFERENCE DUES M LAIRY	001-110-690-553	325.00
QUILL CORPORATION	32016256	04/18/2023	FILE FOLDERS	001-110-501-200	110.97
CADENCE /ELAN VISA	M07C81451	06/28/2023	M LAIRY BEAU RIVAGE 6/26-6/28/23	001-110-690-553	635.04
ADCOMP SYSTEMS, INC.	23822	08/03/2023	BACKUP BATTERY-COURT	001-110-918-805	387.67
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-166	1,204.25
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-376	140.00
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-377	94.50
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-378	938.05
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-382	20,617.00
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-385	6,970.00
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-387	3,471.50
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-389	30.00
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-393	432.45
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-395	106.00

CLAIMS DOCKET
Post Dates: 9/30/2023 - 10/10/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STATE TREASURER	INV0036684	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-398	6,769.25
MS DEPT OF PUBLIC SAFETY	INV0036685	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-386	3,233.75
MS DEPT OF PUBLIC SAFETY	INV0036685	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-396	6,410.00
MS DEPT OF PUBLIC SAFETY	INV0036685	09/30/2023	SEPTEMBER MUNICIPAL COURT SETTLEMENT	001-110-330-397	120.00

Outstanding Total: 51,995.43

Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-110-491-135	725.00

Paid Total: 725.00
Department 110 - MUNICIPAL COURT Total: 52,720.43
Department: 111 - YOUTH COURT
Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0036698	09/27/2023	MONTHLY USAGE	001-111-604-330	181.06
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Outstanding Total: 181.06
Department 111 - YOUTH COURT Total: 181.06
Department: 120 - MAYORS OFFICE
Outstanding

SOUTHERN TELECOMMUNICATIONS	INV0036698	09/27/2023	MONTHLY USAGE	001-120-604-330	102.64
WAIDE APPRAISALS LLC	230135	09/29/2023	APPRAISAL REPORT LAMPKIN ST	001-120-600-300	1,325.00
NARRATIVE 12	INV0036679	09/30/2023	SOCIAL MEDIA/PUBLIC INFORMATION	001-120-600-302	6,945.00
J SCOTT TENHET & ASSOCIATES INC	LAMPKIN	09/30/2023	PARKING LOT ENCROACHMENT	001-120-600-300	1,675.00
CADENCE /ELAN VISA	CM0000526	10/02/2023	PAID TWICE MAYOR HOTEL	001-120-610-350	-194.88

Outstanding Total: 9,852.76
Paid

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-120-491-135	250.00
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Paid Total: 250.00
Department 120 - MAYORS OFFICE Total: 10,102.76
Department: 123 - IT
Outstanding

CADENCE /ELAN VISA	INV0036690	02/06/2023	NET WIZARD CITY WEBSITE	001-123-600-300	140.00
CADENCE /ELAN VISA	INV0036693	02/27/2023	GOOGLE	001-123-600-300	1.99
CADENCE /ELAN VISA	INV0036694	03/27/2023	GOOGLE	001-123-600-300	1.99
CADENCE /ELAN VISA	INV0036695	06/26/2023	GOOGLE	001-123-600-300	1.99
CADENCE /ELAN VISA	GT0529148	07/18/2023	RECURRING FEE	001-123-600-300	219.45
AMAZON CAPITAL SERVICES, INC.	1HJM-JWW6-L4K6	08/01/2023	LARGE MOVING BOX	001-123-501-200	43.98
AMAZON CAPITAL SERVICES, INC.	16FY-T1RN-N73X	08/16/2023	LARGE MOVING BOXES (6)	001-123-501-200	30.48
AMAZON CAPITAL SERVICES, INC.	114Y-W6PK-RXHT	09/04/2023	SUPPLIES	001-123-501-200	39.77
AMAZON CAPITAL SERVICES, INC.	19Q3-YG4V-CQ3P	09/14/2023	ETHERNET CABLE	001-123-501-200	17.89
CADENCE /ELAN VISA	INV0036691	09/19/2023	HSW GATE	001-123-600-300	19.95
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	001-123-604-330	87.46
GOVERNMENT LEASING COMPANY, LLC	GLC23104-51/60	09/27/2023	10 CAMERAS	001-123-918-806	1,153.00
SOUTHERN TELECOMMUNICATIONS	INV0036698	09/27/2023	MONTHLY USAGE	001-123-604-330	102.64
AMAZON CAPITAL SERVICES, INC.	1CNW-YX3R-TV3F	09/30/2023	INVENTORY STICKERS	001-123-501-200	16.44

CLAIMS DOCKET

Post Dates: 9/30/2023 - 10/10/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
AMAZON CAPITAL SERVICES, INC.	176G-6WWF-KRMY	10/02/2023	RETURN OF LARGE MOVING BOXES	001-123-501-200	-43.98
Outstanding Total:					1,833.05

Paid

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-123-491-135	725.00
Paid Total:					725.00
Department 123 - IT Total:					2,558.05

Department: 142 - CITY CLERKS OFFICE**Outstanding**

CADENCE /ELAN VISA	INV0036696	12/30/2022	LICENSE RENEWAL CARD FEE CORBAN	001-142-690-556	5.49
TYLER TECHNOLOGIES	025-431556	08/01/2023	ANNUAL MAINTENANCE FEES	001-142-600-303	29,461.22
REYNOLDS/RENASANT INSURANCE AGENCY	1326933	09/21/2023	BOND RENEWAL P MADEEN	001-142-620-371	175.00
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	001-142-604-330	48.77
CADENCE /ELAN VISA	INV0036697	09/25/2023	BALANCE TO 9/25 STATEMENT	001-142-691-550	16.28
POLLAN & ASSOC. PA	23675	09/26/2023	SHIRTS	001-142-501-200	30.00
STEPHENS INC	362365-02	09/26/2023	SLGS SUBSCRIPTIONS	001-142-600-338	1,750.00
SOUTHERN TELECOMMUNICATIONS	INV0036698	09/27/2023	MONTHLY USAGE	001-142-604-330	51.32
CADENCE /ELAN VISA	INV0036681	09/30/2023	ROOM C PERKINS TRAINING	001-142-610-350	309.00
Outstanding Total:					31,847.08

Paid

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-142-491-135	725.00
Paid Total:					725.00
Department 142 - CITY CLERKS OFFICE Total:					32,572.08

Department: 169 - LEGAL**Outstanding**

STARKVILLE DAILY NEWS	300244104	09/24/2023	LIBRARY BOARD	001-169-615-342	57.26
STARKVILLE DAILY NEWS	300244111	09/26/2023	SOURCES OF SUPPLY RE-BID	001-169-615-342	54.20
STARKVILLE DAILY NEWS	300244125	09/28/2023	CITY BUDGET	001-169-615-342	1,679.00
Outstanding Total:					1,790.46
Department 169 - LEGAL Total:					1,790.46

Department: 180 - HUMAN RESOURCES**Outstanding**

HOWARD INDUSTRIES	23-00593358	09/19/2023	ACROBAT STANDARD	001-180-501-200	332.00
CLINIC AT ELM LAKE, THE	37460	09/21/2023	DRUG SCREEN T OUTLAW	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	37461	09/21/2023	DRUG SCREEN KEVIN YOUNG	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	37483	09/25/2023	DRUG SCREEN MALONE	001-180-600-320	35.00
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	001-180-604-330	52.98
CLINIC AT ELM LAKE, THE	37511	09/27/2023	DRUGSCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	37512	09/27/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	37532	09/29/2023	DRUG SCREEN	001-180-600-320	35.00
FEDEX	8-274-97415	10/04/2023	PAYROLL	001-180-691-505	38.87
Outstanding Total:					633.85

Paid

MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-180-491-135	725.00
Paid Total:					725.00
Department 180 - HUMAN RESOURCES Total:					1,358.85

Department: 190 - CITY PLANNER**Outstanding**

CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	001-190-604-330	482.25
POLLAN & ASSOC. PA	23675	09/26/2023	SHIRTS	001-190-501-200	30.00
Outstanding Total:					512.25

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-190-491-135	240.00
Paid Total:					240.00
Department 190 - CITY PLANNER Total:					752.25
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
STARKVILLE UTILITIES	INV0036688	09/26/2023	MONTHLY USAGE	001-192-625-380	3,600.82
FUELMAN / FLEETCOR	NP65181435	10/02/2023	FUEL CHARGES 9/25/23-10/01/23	001-192-510-204	19.41
Outstanding Total:					3,620.23
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					3,620.23
Department: 197 - ENGINEERING					
Outstanding					
POLLAN & ASSOC. PA	23675	09/26/2023	SHIRTS	001-197-535-233	20.00
AMAZON CAPITAL SERVICES, INC.	197V-HRLJ-7QFR	09/27/2023	DESK,MONITOR MOUNT, (2) COMPUTER MONITOR	001-197-630-400	764.97
AUTODESK INC.	9861323327	09/27/2023	CIVIL3D	001-197-502-201	2,894.35
AMAZON CAPITAL SERVICES, INC.	1K47-7WKY-TM9F	09/30/2023	COMPUTER CABLES	001-197-630-400	29.69
AMAZON CAPITAL SERVICES, INC.	1T1K-RLHH-QWNR	09/30/2023	UNIFORM SHIRTS & PICKS FOR MANHOLE LIDS	001-197-501-200	10.81
AMAZON CAPITAL SERVICES, INC.	1T1K-RLHH-QWNR	09/30/2023	UNIFORM SHIRTS & PICKS FOR MANHOLE LIDS	001-197-501-200	144.90
AMAZON CAPITAL SERVICES, INC.	1T1K-RLHH-QWNR	09/30/2023	UNIFORM SHIRTS & PICKS FOR MANHOLE LIDS	001-197-535-233	322.27
AMAZON CAPITAL SERVICES, INC.	C197V-HRLJ-7QFR	10/04/2023	CREDIT ON PURCHASE OF DESK	001-197-630-400	-130.00
Outstanding Total:					4,056.99
Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-197-491-135	900.00
Paid Total:					900.00
Department 197 - ENGINEERING Total:					4,956.99
Department: 201 - POLICE DEPARTMENT					
Outstanding					
AMAZON CAPITAL SERVICES, INC.	1R4W-3QDP-FKRJ	05/14/2023	2 MOUNTS	001-201-556-251	162.79
CADENCE /ELAN VISA	R396386223	06/28/2023	40 HR COURSE CRIMINAL INVESTIGATIONS GLADNEY	001-201-690-552	1,000.00
LAIRD CLINIC -POLICE ACCOUNT	557030	08/03/2023	PHYSICAL EKG UDS	001-201-600-319	188.00
STARKVILLE COUNSELING ASSOCIATES	90791	08/29/2023	INITIAL EVALUATION	001-201-600-300	25.00
SHEPS CLEANERS-POLICE ACCOUNT	5349	09/07/2023	RIP REPAIR	001-201-535-233	12.00
STARKVILLE COUNSELING ASSOCIATES	90837	09/07/2023	INDIVIDUAL THERAPY	001-201-600-300	25.00
LAIRD CLINIC -POLICE ACCOUNT	558925	09/08/2023	PHYSICAL EKG UDS	001-201-600-319	188.00
OSCAR MORENO	797434	09/11/2023	REIMBURSEMENT FOR HEADLIGHT	001-201-630-360	16.99
LAIRD CLINIC -POLICE ACCOUNT	559054	09/12/2023	PHYSICAL EKG UDS	001-201-600-319	188.00
R&M TIRES	1147858	09/15/2023	BATTERY & INSTALLATION 2017 MALIBU	001-201-630-360	274.99
LAIRD CLINIC -POLICE ACCOUNT	559288	09/15/2023	PHYSICAL EKG UDS	001-201-600-319	188.00
LAIRD CLINIC -POLICE ACCOUNT	559289	09/15/2023	PHYSICAL EKG UDS	001-201-600-319	188.00
STARKVILLE RADIOLOGY PLLC	STARK655266	09/15/2023	PRISONER MEDICAL EXPENSE	001-201-541-240	41.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
STARKVILLE RADIOLOGY PLLC	STARK655095	09/16/2023	PRISONER MEDICAL EXPENSE	001-201-541-240	240.00
DANNY MCCLUSKEY TOWING	12653	09/19/2023	TOW RED FORD F150 TO IMPOUND LOT	001-201-600-300	150.00
R&M TIRES	1147960	09/20/2023	OIL CHANGE/BRAKE PADS & 2 FRONT ROTORS	001-201-630-360	616.92
SHEPS CLEANERS-POLICE ACCOUNT	3559	09/20/2023	3 PATCHES	001-201-535-233	36.00
SHEPS CLEANERS-POLICE ACCOUNT	3586	09/20/2023	PATCHES	001-201-535-233	28.00
SHEPS CLEANERS-POLICE ACCOUNT	3613	09/20/2023	6 PATCHES	001-201-535-233	60.00
GULF STATES DISTRIBUTORS, INC.	1452264-IN	09/21/2023	AMMUNITION	001-201-545-238	1,760.00
LAIRD CLINIC -POLICE ACCOUNT	559615	09/21/2023	PHYSICAL EKG UDS	001-201-600-319	188.00
ARMY NAVY PAWN SHOP	92223A	09/22/2023	HOLOSUN PISTOL OPTIC	001-201-556-251	300.00
JOSH HORTON	INV0036686	09/23/2023	REIMBURSEMENT CLOTHING ALLOWANCE	001-201-535-233	333.87
JOSH HORTON	INV0036725	09/23/2023	CLOTHING ALLOWANCE	001-201-535-233	56.18
SIRCHIE COMMAND EVERY SCENE	0611386-IN	09/25/2023	4 EVIDENCE BOX (GUN ...	001-201-556-251	324.12
R&M TIRES	1148073	09/25/2023	OIL CHANGE VIN#9663	001-201-630-360	84.45
R&M TIRES	1148077	09/25/2023	OIL CHANGE,WIPER BLADES,TIRE REPAIR VIN#9662	001-201-630-360	159.35
R&M TIRES	1148100	09/25/2023	OIL CHANGE VIN # 3012	001-201-630-360	84.45
R&M TIRES	1148101	09/25/2023	OIL CHANGE VIN#5177	001-201-630-360	84.45
R&M TIRES	1148103	09/25/2023	BRAKES, TIRES ETC	001-201-630-360	917.88
POLLAN & ASSOC. PA	23671	09/25/2023	POLOS & PANTS	001-201-535-233	374.97
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	001-201-604-330	2,601.31
E Z AUTO SALES	12303	09/26/2023	WINDOW REGULATOR & MOTOR	001-201-630-360	334.99
STARKVILLE UTILITIES	INV0036688	09/26/2023	MONTHLY USAGE	001-201-625-380	3,995.00
R&M TIRES	1148148	09/27/2023	OIL CHANGE VIN # 9665	001-201-630-360	76.95
GTADD PHARMACY	40089	09/27/2023	PRISONER MEDICAL EXPENSES	001-201-541-240	12.00
JEREMY SCOTT LOMAX	INV0036687	09/27/2023	REIMBURSEMENT CLOTHING ALLOWANCE	001-201-535-233	500.00
SOUTHERN TELECOMMUNICATIONS	INV0036698	09/27/2023	MONTHLY USAGE	001-201-604-330	122.52
SOUTHERN TELECOMMUNICATIONS	INV0036698	09/27/2023	MONTHLY USAGE	001-201-604-330	102.64
W. MARK DONALD, DMD	INV0036703	09/27/2023	JARROD SKIPPER DENTAL EXAM & XRAY	001-201-541-240	105.02
COPY COW	00123409	09/28/2023	LAMINATED PARKING SIGN	001-201-600-300	1.75
COPY COW	53152	09/28/2023	SHIPMENT PELICAN CASE & MAPPING EQUIPMENT	001-201-600-300	289.81
ARMY NAVY PAWN SHOP	92823A	09/28/2023	4 STREAMLIGHT STINGER	001-201-556-251	560.00
LAIRD CLINIC -POLICE ACCOUNT	559989	09/29/2023	PHYSICAL EKG UDS	001-201-600-319	188.00
SHEPS CLEANERS-POLICE ACCOUNT	9554	09/29/2023	PATCHES	001-201-535-233	60.00
LEXISNEXIS	6953993-20230930	09/30/2023	TRAX 09/01/23-09/30/23	001-201-600-300	206.68
SHEPS CLEANERS-POLICE ACCOUNT	9407	09/30/2023	ALTERATIONS	001-201-535-233	76.00
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036731	10/01/2023	MONTHLY USAGE	001-201-625-380	-17.00
FUELMAN / FLEETCOR	NP65181435	10/02/2023	FUEL CHARGES 9/25/23- 10/01/23	001-201-525-231	4,919.92
Outstanding Total:					22,432.00

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Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-201-491-135	20,770.00
Paid Total:					20,770.00
Department 201 - POLICE DEPARTMENT Total:					43,202.00
Department: 245 - DISPATCHERS					
Outstanding					
MARNITA KELLY	INV0036708	09/12/2023	REIMBURSEMENT ON TRAVEL FOR TRAINING	001-245-690-552	42.35
Outstanding Total:					42.35
Department 245 - DISPATCHERS Total:					42.35
Department: 246 - CODE ENFORCEMENT					
Outstanding					
FUELMAN / FLEETCOR	NP65181435	10/02/2023	FUEL CHARGES 9/25/23-10/01/23	001-246-525-231	43.54
Outstanding Total:					43.54
Department 246 - CODE ENFORCEMENT Total:					43.54
Department: 261 - FIRE DEPARTMENT					
Outstanding					
TRI-COUNTY HAZ-MAT	24-004	06/21/2023	TRI-COUNTY HAZ-MAT BUDGET 2024	001-261-600-331	2,500.00
JAMALL LADALE ROBY	1823901	06/26/2023	REIMBURSEMENT FOR IMMUNIZATION	001-261-600-319	20.00
LAIRD CLINIC-FIRE ACCOUNT	558651	09/05/2023	TB TEST	001-261-600-319	61.00
LAIRD CLINIC-FIRE ACCOUNT	559251	09/14/2023	HEP B TEST	001-261-600-319	100.00
UPS	0000054E5Y373	09/16/2023	SHIP PACKAGE	001-261-604-330	17.25
LAIRD CLINIC-FIRE ACCOUNT	559389	09/18/2023	TB TEST	001-261-600-319	61.00
LAIRD CLINIC-FIRE ACCOUNT	559481	09/19/2023	FLU & TB TSYT	001-261-600-319	86.00
QUILL CORPORATION	34737673	09/21/2023	REPORT COVER PLASTIC CLEAR	001-261-501-200	42.25
TYLER A. DAVIS	INV0036683	09/21/2023	REIMBURSEMENT FOR FUEL & FOOD/TRAINING	001-261-600-390	128.06
OKTIBBEHA COUNTY COOPERATIVE	934193	09/22/2023	GRILL PELLETS	001-261-555-250	21.99
ATMOS ENERGY	INV0036680	09/22/2023	MONTHLY USAGE	001-261-625-380	1.19
UPS	0000054E5Y383	09/23/2023	SHIP PACKAGE	001-261-604-330	56.78
DIRECTV	010315788X230924	09/24/2023	SATELITE FOR ST 5	001-261-625-380	16.96
EAST MISSISSIPPI LUMBER CO.	14842	09/25/2023	FUEL MIX	001-261-525-231	28.49
SCOTT PETROLEUM DIV. #15	22913.	09/25/2023	TANK RENT ST 5	001-261-625-380	31.03
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	001-261-604-330	253.60
EAST MISSISSIPPI LUMBER CO.	15133	09/26/2023	STIHL MOTOMIX	001-261-525-231	36.37
EAST MISSISSIPPI LUMBER CO.	15168	09/26/2023	ROLLER COVERS	001-261-555-250	26.59
STARKVILLE UTILITIES	INV0036688	09/26/2023	MONTHLY USAGE	001-261-625-380	1,187.57
ATMOS ENERGY	INV0036699	09/26/2023	MONTHLY USAGE FIRE ST 4	001-261-625-380	78.03
WATERS TRUCK & TRACTOR CO. INC.	146201	09/27/2023	REPAIR EMERGENCY ENGINE BRAKES	001-261-630-360	14,198.68
SULLIVAN'S OFFICE SUPPLY, INC.	84057	09/27/2023	PILOT BETTER RT	001-261-501-200	28.45
SOUTHERN TELECOMMUNICATIONS	INV0036698	09/27/2023	BLUE,LAMINATING POUCHES	001-261-604-330	625.16
ARMY NAVY PAWN SHOP	092823A	09/28/2023	BELT	001-261-535-233	19.00
EAST MISSISSIPPI LUMBER CO.	15481	09/28/2023	MASKING TAPE, LINE MARKER COVER	001-261-555-250	13.45
GOLDY'S FIRE APPARATUS. LLC	0003884	09/29/2023	HELMETS & LEATHER FRONT	001-261-918-805	1,422.33
STATE FIRE ACADEMY	31346	09/29/2023	TRENCH RESCUE T DAVIS	001-261-600-390	485.00
SULLIVAN'S OFFICE SUPPLY, INC.	3078CM	09/30/2023	RETURN LAMINATING POUCHES	001-261-501-200	-8.30
CADENCE /ELAN VISA	CM0000528	09/30/2023	OVERPAID OASIS MCCURDY	001-261-600-390	-197.00
CADENCE /ELAN VISA	CM0000529	09/30/2023	OVERPAID OASIS WADE 6/20/23	001-261-600-390	-197.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036731	10/01/2023	MONTHLY USAGE	001-261-625-380	96.00
FUELMAN / FLEETCOR	NP65181435	10/02/2023	FUEL CHARGES 9/25/23- 10/01/23	001-261-525-231	994.64
Outstanding Total:					22,234.57
Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-261-491-135	29,400.00
BRIAN ARNETT	INV0036667	10/02/2023	REIMBURSEMENT FOR REGISTRATION N FLORIDA FRIE EXPO	001-261-600-390	1,035.00
Paid Total:					30,435.00
Department 261 - FIRE DEPARTMENT Total:					52,669.57

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT

Outstanding					
CADENCE /ELAN VISA	INV0036692	03/17/2023	IP B SMITH HOTEL DEPOSIT	001-281-610-350	107.00
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	001-281-604-330	52.98
POLLAN & ASSOC. PA	23675	09/26/2023	SHIRTS	001-281-535-233	70.00
CADENCE /ELAN VISA	101635357	09/27/2023	PERMIT TECH EXAMS	001-281-690-553	690.00
CADENCE /ELAN VISA	CM0000530	09/30/2023	REVERSE PAYMENT ST LOIUS	001-281-610-350	-946.95
FUELMAN / FLEETCOR	NP65181435	10/02/2023	FUEL CHARGES 9/25/23- 10/01/23	001-281-525-231	104.06
Outstanding Total:					77.09
Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-281-491-135	900.00
Paid Total:					900.00
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					977.09

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036731	10/01/2023	MONTHLY USAGE	001-290-625-380	-11.99
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036731	10/01/2023	MONTHLY USAGE	001-290-625-380	113.00
STARKVILLE UTILITIES	INV0036730	10/04/2023	MONTHLY USAGE	001-290-625-380	26.08
Outstanding Total:					127.09
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					127.09

Department: 301 - STREET DEPARTMENT

Outstanding					
VULCAN SIGNS, INC	R37029	09/20/2023	SPEEDLIMIT SIGNS	001-301-565-272	1,129.05
STARKVILLE UTILITIES	INV0036688	09/26/2023	MONTHLY USAGE	001-301-625-380	268.27
WATERS TRUCK & TRACTOR CO. INC.	01P129156	09/27/2023	AIR BRAKE PARTS & FITTINGS	001-301-630-360	34.78
EAST MISSISSIPPI LUMBER CO.	15315	09/27/2023	NUTS BOLT SCREWS	001-301-560-270	64.35
BELL BUILDING SUPPLY, INC.	385528	09/27/2023	ORANGE MARKING TAPE	001-301-565-272	71.92
STRIBLING EQUIPMENT, INC.	CS005041676.01	09/27/2023	SEALANT	001-301-630-400	41.28
STARKVILLE LP GAS	3636727	09/28/2023	PROPANE	001-301-525-231	20.00
MSU FACILITIES	INV0036682	09/28/2023	TRAFFIC SIGNAL SPRING & LOCKSLEY	001-301-625-380	30.74
FOUR COUNTY ELECTRIC POWER ASSOCIATION	INV0036731	10/01/2023	MONTHLY USAGE	001-301-625-380	23.47
FUELMAN / FLEETCOR	NP65181435	10/02/2023	FUEL CHARGES 9/25/23- 10/01/23	001-301-525-231	1,228.06
TRUSTMARK NATIONAL BANK	INV0036729	10/03/2023	ASPHALT TRUCK	001-301-820-876	16,855.81
STARKVILLE UTILITIES	INV0036730	10/04/2023	MONTHLY USAGE	001-301-625-380	149.07
STARKVILLE UTILITIES	INV0036730	10/04/2023	MONTHLY USAGE	001-301-625-380	18.78
Outstanding Total:					19,935.58

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-301-491-135	6,100.00
Paid Total:					6,100.00
Department 301 - STREET DEPARTMENT Total:					26,035.58
Department: 360 - ANIMAL CONTROL					
Outstanding					
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	001-360-604-330	37.10
AMAZON CAPITAL SERVICES, INC.	1H7Y-YD9J-T3HP	09/30/2023	2 HEAVY DUTY STORAGE BINS\ (2) 20 PACK ADOPT ME	001-360-555-250	159.77
Outstanding Total:					196.87
Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	001-360-491-135	675.00
Paid Total:					675.00
Department 360 - ANIMAL CONTROL Total:					871.87
Department: 600 - CAPITAL PROJECTS					
Outstanding					
FOUR COUNTY ELECTRIC POWER ASSOCIATION	6433	09/19/2023	ADELAIDE SUBDIVISION	001-600-721-813	2,275.00
Outstanding Total:					2,275.00
Department 600 - CAPITAL PROJECTS Total:					2,275.00
Department: 800 - DEBT SERVICE					
Outstanding					
HANCOCK BANK	40878	09/18/2023	SER 2016B	001-800-840-876	850.00
HANCOCK BANK	40879	09/18/2023	SER 2016A	001-800-840-876	850.00
HANCOCK BANK	40880	09/18/2023	STARKVILLE17	001-800-840-876	800.00
Outstanding Total:					2,500.00
Department 800 - DEBT SERVICE Total:					2,500.00
Fund 001 - GENERAL FUND Total:					247,370.80
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
SCOTT RIVERS	326115166363	09/18/2023	REIMBURSEMENT FOR AIR CLEANER INLET	015-505-630-400	22.25
TITAN AVIATION FUELS	3866289	09/20/2023	JET A FUEL	015-505-525-233	28,797.94
TABOR CONSTRUCTION & DEVELOPMENT	001.8	09/22/2023	CONTRACT B REHAB OF SOUTH HANGAR RAMP	015-505-720-805	2,478.72
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2306	09/22/2023	CONTRACT SERVICES	015-505-720-805	1,195.00
CLEARWATER INC., ENVIRONMENTAL ENGI	121.2306	09/22/2023	ENGINEERING WORK FOR TERMINAL BLDG	015-505-918-810	37,670.00
CLEARWATER INC., ENVIRONMENTAL ENGI	1242301	09/22/2023	SOUTH HANGAR RAMP EXPANSION & IMPROVEMENTS	015-505-720-805	257.50
DOUG MARTIN	403741	09/22/2023	ELECTRICAL MATERIALS CORPORATE HANGAR	015-505-720-805	1,000.00
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	015-505-604-330	48.77
RACKLEY OIL INC.	000130120	09/26/2023	OFF ROAD DIESEL	015-505-525-231	830.26
HOLLIS BROTHERS HEATING & COOLING	53930	09/26/2023	AC UNIT AT THE SOUTH HANGAR	015-505-501-198	285.00
BULLDOG PRESSURE WASHING	INV0144	09/26/2023	WASH RUNWAY MARKINGS	015-505-630-400	2,800.00
SOUTHERN TELECOMMUNICATIONS	INV0036698	09/27/2023	MONTHLY USAGE	015-505-604-330	173.84
RACKLEY OIL INC.	609141	09/30/2023	REGULAR UNLEADED GAS	015-505-525-231	386.73
WALMART- CAPITAL ONE	872128	09/30/2023	WATER,CUPS,INVOICE BOOKS,CLEANER, COFFEE GATORADE	015-505-541-237	62.98
Outstanding Total:					76,008.99

CLAIMS DOCKET

Post Dates: 9/30/2023 - 10/10/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	015-505-491-135	3,300.00
ROBEN DAWKINS	INV0036700	10/04/2023	REIMBURSEMENT FOOD & TRAVEL FOR CONFERENCE	015-505-610-350	163.00
Paid Total:					3,463.00
Department 505 - AIRPORT Total:					79,471.99
Fund 015 - AIRPORT FUND Total:					79,471.99

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

TABOR CONSTRUCTION & DEVELOPMENT	001.8	09/22/2023	CONTRACT B REHAB OF SOUTH HANGAR RAMP	016-515-720-826	47,095.76
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2306	09/22/2023	CONTRACT SERVICES	016-515-730-655	21,510.00
CLEARWATER INC., ENVIRONMENTAL ENGI	112.2306	09/22/2023	CONTRACT SERVICES	016-515-730-656	1,195.00
CLEARWATER INC., ENVIRONMENTAL ENGI	1242301	09/22/2023	SOUTH HANGAR RAMP EXPANSION & IMPROVEMENTS	016-515-720-826	4,892.50
DOUG MARTIN	403741	09/22/2023	ELECTRICAL MATERIALS CORPORATE HANGAR	016-515-730-671	9,000.00
Outstanding Total:					83,693.26
Department 515 - RESTRICTED PROJECTS Total:					83,693.26
Fund 016 - RESTRICTED AIRPORT Total:					83,693.26

Fund: 022 - ENVIRONMENTAL SERVICES**Department: 322 - SANITATION DEPARTMENT****Outstanding**

TERRY'S GARAGE & REPAIRS, LLC	8257	05/04/2023	FILTERSS DELO400, DEXRON FLUID,LABOR,SUPPLIES	022-322-630-360	499.76
TERRY'S GARAGE & REPAIRS, LLC	8880	09/06/2023	REPLACE BELT, FIX AIR LEAK,MILEAGE	022-322-630-360	440.32
TERRY'S GARAGE & REPAIRS, LLC	8922	09/15/2023	BRAKE SHOE, LABOR, SUPPLIES	022-322-630-360	645.33
STARKVILLE AUTO PARTS	5151-163129	09/22/2023	BATTERY	022-322-630-360	385.98
GATEWAY TIRE & SERVICE CENTER	1018-185744	09/25/2023	FLATE REPAIR LANDSCAPING	022-322-630-406	122.65
STARKVILLE AUTO PARTS	5151-163144	09/25/2023	BATTERY TRUCK 43	022-322-630-360	385.98
CSPIRE WIRELESS	INV0036689	09/25/2023	MONTHLY USAGE	022-322-604-330	191.93
GATEWAY TIRE & SERVICE CENTER	1018-185625	09/26/2023	TRUCK 40 TIRE	022-322-630-360	344.04
GATEWAY TIRE & SERVICE CENTER	1018-185751	09/26/2023	TIRE TRUCK 42	022-322-630-360	344.04
BELL BUILDING SUPPLY, INC.	385409	09/26/2023	BULBS, REPLACEMENT CUP-E2	022-322-555-250	132.47
POWERSTROKE EQUIPMENT SALES & SVC	7921	09/26/2023	DECK BELT,TRIMMER LINE,PUSH PINS	022-322-630-406	392.78
SOUTHERN TELECOMMUNICATIONS	INV0036698	09/27/2023	MONTHLY USAGE	022-322-604-330	51.32
O'REILLY AUTO PARTS	0997-328252	09/28/2023	DEF	022-322-525-231	649.50
UNIFIRST CORPORATION	1830067711	09/28/2023	UNIFORMS	022-322-535-233	255.47
GATEWAY TIRE & SERVICE CENTER	1018-185798	09/29/2023	TRUCK 43 TIRE	022-322-630-360	344.04
WASTE PRO	0000275273	09/30/2023	RECYCLING HAUL FEE	022-322-600-431	1,497.90
FUELMAN / FLEETCOR	NP65181435	10/02/2023	FUEL CHARGES 9/25/23-10/01/23	022-322-525-231	4,377.98
Outstanding Total:					11,061.49

CLAIMS DOCKET

Post Dates: 9/30/2023 - 10/10/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Paid					
MS MUNICIPAL WORKER'S COMPENSATIO	0290WC2023-0	10/02/2023	MS MUNICIPAL WORKERS COMP 10/15/2023	022-322-491-135	21,647.84
Paid Total:					21,647.84
Department 322 - SANITATION DEPARTMENT Total:					32,709.33
Fund 022 - ENVIRONMENTAL SERVICES Total:					32,709.33
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND					
Department: 351 - JL KING PARK					
Outstanding					
H&H ELECTRICAL LLC	3	09/30/2023	JL KING FOOTBALL FIELD LIGHTING PROJECT	306-351-911-854	59,375.00
Outstanding Total:					59,375.00
Department 351 - JL KING PARK Total:					59,375.00
Fund 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND Total:					59,375.00
Fund: 309 - AMERICAN RELIEF FUND					
Department: 316 - AMERICAN RECOVERY REINVESTMENT					
Outstanding					
DNA UNDERGROUND LLC	5	09/22/2023	MAIN & LAMPKIN WATER & SEWER IMPROVEMENTS	309-316-911-925	210,130.77
Outstanding Total:					210,130.77
Department 316 - AMERICAN RECOVERY REINVESTMENT Total:					210,130.77
Fund 309 - AMERICAN RELIEF FUND Total:					210,130.77
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)					
Department: 551 - PARK & REC TOURISM					
Outstanding					
KIMLEY HORN	115326004-0823	08/31/2023	NEEDMORE COMMUNITY CENTER	312-551-600-044	554.38
Outstanding Total:					554.38
Department 551 - PARK & REC TOURISM Total:					554.38
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					554.38
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
GROUNDSTONE CONSTRUCTION	412-1	09/28/2023	SLAB DEMO & REPLACE	375-551-907-942	8,900.00
TRASHCAN WAREHOUSE / RECYCLE AWAY, LLC	00045201	09/29/2023	(50) 55 GALLON TRASHCANS	375-551-907-942	42,025.00
Outstanding Total:					50,925.00
Department 551 - PARK & REC TOURISM Total:					50,925.00
Fund 375 - PARK AND REC TOURISM Total:					50,925.00
Fund: 380 - PARK BONDS 2020					
Department: 551 - PARK & REC TOURISM					
Outstanding					
DALHOFF THOMAS DESIGN STUDIO	0010704	08/02/2023	PROFESSIONAL SERVICES 7/31/23	380-551-600-945	10,000.00
RONNIE JONES CONSTRUCTION, INC	20232108	09/29/2023	MASON SAND CORNER STONE	380-551-907-945	8,968.80
Outstanding Total:					18,968.80
Department 551 - PARK & REC TOURISM Total:					18,968.80
Fund 380 - PARK BONDS 2020 Total:					18,968.80

CLAIMS DOCKET

Post Dates: 9/30/2023 - 10/10/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 681 - PAYROLL					
Department: 000 - UNDESIGNATED					
Paid					
METLIFE	INV0036702	10/04/2023	SEPTEMBER 2023	681-000-115-717	7,419.49
Paid Total:					7,419.49
Department 000 - UNDESIGNATED Total:					7,419.49
Fund 681 - PAYROLL Total:					7,419.49
Grand Total:					790,618.82

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	247,370.80	71,668.00
015 - AIRPORT FUND	79,471.99	3,463.00
016 - RESTRICTED AIRPORT	83,693.26	0.00
022 - ENVIRONMENTAL SERVICES	32,709.33	21,647.84
306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND	59,375.00	0.00
309 - AMERICAN RELIEF FUND	210,130.77	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	554.38	0.00
375 - PARK AND REC TOURISM	50,925.00	0.00
380 - PARK BONDS 2020	18,968.80	0.00
681 - PAYROLL	7,419.49	7,419.49
Grand Total:	790,618.82	104,198.33

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	8,425.00	8,425.00
001-000-149-691	MUNICIPAL COURT BON...	73.00	73.00
001-000-160-697	DONATION FIRE	207.00	0.00
001-000-160-698	DONATION POLICE	-335.68	0.00
001-005-054-208	DUE FROM PARKS & REC...	37.24	0.00
001-100-604-330	COMMUNICATIONS	176.07	0.00
001-100-610-350	TRAVEL / TRAINING	-569.08	0.00
001-110-330-166	TRAUMA TRAFFIC	1,204.25	0.00
001-110-330-376	COURT CONSTITUENTS	140.00	0.00
001-110-330-377	MOTOR VEHICLE LIABILI...	94.50	0.00
001-110-330-378	APPEARANCE BOND FEES	938.05	0.00
001-110-330-382	TRAFFIC VIOLATION	20,617.00	0.00
001-110-330-385	IMPLIED CONSENT	6,970.00	0.00
001-110-330-386	WIRELESS COMM FEE	3,233.75	0.00
001-110-330-387	OTHER MISDEMEANORS	3,471.50	0.00
001-110-330-389	ADULT DRIVER'S TRAINI...	30.00	0.00
001-110-330-393	VICTIMS BOND FEE	432.45	0.00
001-110-330-395	DRUG VIOLATION	106.00	0.00
001-110-330-396	NON-ADJUDICATION (IN...	6,410.00	0.00
001-110-330-397	DUI OFFENSE (INLC14)	120.00	0.00
001-110-330-398	UNINSURED MOTORIST	6,769.25	0.00
001-110-491-135	WORKER'S COMPENSAT...	725.00	725.00
001-110-501-200	SUPPLIES	110.97	0.00
001-110-690-553	TRAVEL, TRAINING, DUES	960.04	0.00
001-110-918-805	EQUIP & SOFTWARE	387.67	0.00
001-111-604-330	COMMUNICATIONS	181.06	0.00
001-120-491-135	WORKER'S COMPENSAT...	250.00	250.00
001-120-600-300	PROFESSIONAL SERVICES	3,000.00	0.00
001-120-600-302	MEDIA/PUBLIC RELATIO...	6,945.00	0.00
001-120-604-330	COMMUNICATIONS	102.64	0.00
001-120-610-350	TRAVEL AND CONFEREN...	-194.88	0.00
001-123-491-135	WORKER'S COMPENSAT...	725.00	725.00
001-123-501-200	SUPPLIES	104.58	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	385.37	0.00
001-123-604-330	COMMUNICATIONS	190.10	0.00
001-123-918-806	CAMERA LEASE PAYMEN...	1,153.00	0.00
001-142-491-135	WORKER'S COMPENSAT...	725.00	725.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	30.00	0.00
001-142-600-303	SOFTWARE - CITYWIDE	29,461.22	0.00
001-142-600-338	CONTRACT SERVICES	1,750.00	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	100.09	0.00
001-142-610-350	TRAVEL/TRAINING	309.00	0.00
001-142-620-371	BONDING-CITY EMPLOY...	175.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-142-690-556	DUES (MML) / FEES	5.49	0.00
001-142-691-550	MISCELLANEOUS	16.28	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	1,790.46	0.00
001-180-491-135	WORKER'S COMPENSAT...	725.00	725.00
001-180-501-200	SUPPLIES AND EQUIPM...	332.00	0.00
001-180-600-320	DRUG/BACKGROUND C...	210.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	52.98	0.00
001-180-691-505	PERSONNEL / KRONOS S...	38.87	0.00
001-190-491-135	WORKER'S COMPENSAT...	240.00	240.00
001-190-501-200	SUPPLIES	30.00	0.00
001-190-604-330	COPIERS/PHONES/IPADS	482.25	0.00
001-192-510-204	CITY HALL VEHICLE EXPE...	19.41	0.00
001-192-625-380	UTILITIES	3,600.82	0.00
001-197-491-135	WORKER'S COMPENSAT...	900.00	900.00
001-197-501-200	SUPPLIES	155.71	0.00
001-197-502-201	SOFTWARE & REFERENC...	2,894.35	0.00
001-197-535-233	UNIFORMS	342.27	0.00
001-197-630-400	EQUIPMENT RPR-MAINT...	664.66	0.00
001-201-491-135	WORKER'S COMPENSAT...	20,770.00	20,770.00
001-201-525-231	GAS & OIL	4,919.92	0.00
001-201-535-233	UNIFORMS	1,537.02	0.00
001-201-541-240	PRISONER MEDICAL/SU...	398.02	0.00
001-201-545-238	FIRING RANGE SUPPLIES	1,760.00	0.00
001-201-556-251	POLICE SUPPLIES	1,346.91	0.00
001-201-600-300	PROFESSIONAL SERVICES	698.24	0.00
001-201-600-319	PHYSICAL & PERSONNEL...	1,316.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/...	2,826.47	0.00
001-201-625-380	UTILITIES	3,978.00	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	2,651.42	0.00
001-201-690-552	POLICE TRAINING/EDUC...	1,000.00	0.00
001-245-690-552	DISPATCHER TRAINING	42.35	0.00
001-246-525-231	GAS & OIL	43.54	0.00
001-261-491-135	WORKER'S COMPENSAT...	29,400.00	29,400.00
001-261-501-200	OFFICE SUPPLIES	62.40	0.00
001-261-525-231	GAS & OIL	1,059.50	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	19.00	0.00
001-261-555-250	SUPPLIES & SMALL TOOLS	62.03	0.00
001-261-600-319	PHYSICAL EXAMINATIONS	328.00	0.00
001-261-600-331	MULTI-JURISDICTIONAL ...	2,500.00	0.00
001-261-600-390	FIRE TRAINING	1,254.06	1,035.00
001-261-604-330	PHONES/CABLE/INTERN...	952.79	0.00
001-261-625-380	UTILITIES	1,410.78	0.00
001-261-630-360	VEHICLE REPAIRS & MAI...	14,198.68	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	1,422.33	0.00
001-281-491-135	WORKER'S COMPENSAT...	900.00	900.00
001-281-525-231	GAS & OIL	104.06	0.00
001-281-535-233	UNIFORMS	70.00	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	52.98	0.00
001-281-610-350	TRAVEL / TRAINING BLD...	-839.95	0.00
001-281-690-553	TRAINING	690.00	0.00
001-290-625-380	UTILITIES / CODE RED	127.09	0.00
001-301-491-135	WORKER'S COMPENSAT...	6,100.00	6,100.00
001-301-525-231	GAS & OIL	1,248.06	0.00
001-301-560-270	CONSTRUCTION MATER...	64.35	0.00
001-301-565-272	STREETS SIGNS & PAINT	1,200.97	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	490.33	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	34.78	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	41.28	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-820-876	ASPHALT TRUCK	16,855.81	0.00
001-360-491-135	WORKER'S COMPENSAT...	675.00	675.00
001-360-555-250	SUPPLIES & SMALL TOOLS	159.77	0.00
001-360-604-330	COMMUNICATIONS	37.10	0.00
001-600-721-813	TRAFFIC & STREET LIGHT...	2,275.00	0.00
001-800-840-876	BOND FEES	2,500.00	0.00
015-505-491-135	WORKER'S COMPENSAT...	3,300.00	3,300.00
015-505-501-198	BUILDING REPAIRS & MA...	285.00	0.00
015-505-525-231	GAS & OIL	1,216.99	0.00
015-505-525-233	JET A FUEL PURCHASES	28,797.94	0.00
015-505-541-237	OPERATING SUPPLIES	62.98	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	222.61	0.00
015-505-610-350	TRAVEL/CONFERENCE	163.00	163.00
015-505-630-400	EQUIPMENT REPAIR & ...	2,822.25	0.00
015-505-720-805	CAP OUTLAY-GRANT MA...	4,931.22	0.00
015-505-918-810	TERMINAL DESIGN PROF...	37,670.00	0.00
016-515-720-826	PROF SVC-MULTI MODAL...	51,988.26	0.00
016-515-730-655	FAA 3-28-0068-028-2022...	21,510.00	0.00
016-515-730-656	MDOT 3-28-0068-028-2...	1,195.00	0.00
016-515-730-671	FAA BIL AIG GRANT 3-28...	9,000.00	0.00
022-322-491-135	WORKER'S COMPENSAT...	21,647.84	21,647.84
022-322-525-231	GAS & OIL	5,027.48	0.00
022-322-535-233	UNIFORMS	255.47	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	132.47	0.00
022-322-600-431	CONTRACT RECYCLING ...	1,497.90	0.00
022-322-604-330	COPIER, PHONES, RADIOS	243.25	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	3,389.49	0.00
022-322-630-406	EQUIPMENT R&M - LAN...	515.43	0.00
306-351-911-854	J L King Field Lighting Co...	59,375.00	0.00
309-316-911-925	MAIN & LAMPKIN WATE...	210,130.77	0.00
312-551-600-044	KIMLEY HORNE - NEED...	554.38	0.00
375-551-907-942	EXISTING PARK IMPROV...	50,925.00	0.00
380-551-600-945	CORNERSTONE PROFESS...	10,000.00	0.00
380-551-907-945	CORNERSTONE - PHASE 2...	8,968.80	0.00
681-000-115-717	METLIFE	7,419.49	7,419.49
Grand Total:		790,618.82	104,198.33

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	511,589.87	104,198.33
306351911854	59,375.00	0.00
309723911925	210,130.77	0.00
312551600044	554.38	0.00
380551907946	8,968.80	0.00
Grand Total:	790,618.82	104,198.33



City of Starkville, MS

CLAIMS DOCKET

By Fund

Post Dates 10/6/2023 - 10/11/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	001-000-054-205	1,332.12
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	001-000-053-206	48.57
CADENCE /ELAN VISA	327700547256	10/04/2023	PLANT/FLOWER FUNERAL	001-000-160-698	105.00
KRONOS	12146764	10/09/2023	PAYROLL	001-000-054-205	1,185.24
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	470437	10/10/2023	LITIGATION-AERATOR...	001-000-053-206	1,691.00
CADENCE /ELAN VISA	83909935/83942202	10/10/2023	INDEED	001-000-054-205	336.99
Outstanding Total:					4,698.92
Department 000 - UNDESIGNATED Total:					4,698.92
Department: 005 - DUE FROM SFM					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	001-005-054-208	1,236.00
SECURITY SOLUTIONS	15115	10/01/2023	CONCESSION MONITORING	001-005-054-208	690.00
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	001-005-054-208	113.33
MAXXSOUTH BROADBAND	INV0036728	10/07/2023	MONCRIEF PARK	001-005-054-208	100.08
FUELMAN / FLEETCOR	NP65233212	10/09/2023	FUEL CHARGES 10/2/23- 10/8/23	001-005-054-208	54.42
Outstanding Total:					2,193.83
Department 005 - DUE FROM SFM Total:					2,193.83
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	001-100-604-330	77.34
Outstanding Total:					77.34
Department 100 - BOARD OF ALDERMEN Total:					77.34
Department: 110 - MUNICIPAL COURT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	001-110-604-330	77.34
AMAZON CAPITAL SERVICES, INC.	1HY6-6W7Y-1C3R	10/01/2023	PAPER,ENVELOPES,PAPE...	001-110-501-200	309.20
MAXXSOUTH BROADBAND	INV0036707	10/01/2023	CITY HALL	001-110-604-330	26.86
SULLIVAN'S OFFICE SUPPLY, INC.	84122	10/02/2023	2 FILING CABINETS	001-110-918-805	250.00
SULLIVAN'S OFFICE SUPPLY, INC.	84123	10/02/2023	TAPE	001-110-501-200	7.46
JEREMY FORTNEY	INV0036719	10/02/2023	COURT OBLIGATIONS	001-110-600-301	75.00
Outstanding Total:					745.86
Department 110 - MUNICIPAL COURT Total:					745.86
Department: 120 - MAYORS OFFICE					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	001-120-604-330	77.34
NEEL-SCHAFFER	1090734	10/01/2023	CITY PARKING LOT SURVEY	001-120-600-300	1,163.65
MAXXSOUTH BROADBAND	INV0036707	10/01/2023	CITY HALL	001-120-604-330	26.88
ACCESS CONTROL GROUP INC	8008	10/09/2023	2 PARK MOBILE KIOSKS	001-120-565-272	500.00
Outstanding Total:					1,767.87
Department 120 - MAYORS OFFICE Total:					1,767.87
Department: 123 - IT					
Outstanding					
MAXXSOUTH BROADBAND	INV0036718	09/25/2023	CAMERA PROJECT	001-123-625-380	40.00
GARNER COMPUTER SERVICES	1046565	09/26/2023	PRODESSIONAL SERVICES	001-123-600-300	12,000.00

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0036715	09/29/2023	CAMERA PROJECT	001-123-625-380	40.00
MAXXSOUTH BROADBAND	INV0036716	09/29/2023	CAMERA PROJECT	001-123-625-380	40.00
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGE	001-123-604-330	77.34
MAXXSOUTH BROADBAND	INV0036717	09/30/2023	CAMERA PROJECT	001-123-625-380	40.00
MAXXSOUTH BROADBAND	INV0036707	10/01/2023	CITY HALL	001-123-604-330	26.87
MAXXSOUTH BROADBAND	INV0036705	10/03/2023	CAMERA PROJECT	001-123-625-380	800.00
GOVERNMENT LEASING, LLC	GLC23851-45/60	10/05/2023	5 CAMERAS	001-123-918-806	667.00

Outstanding Total: 13,731.21
Department 123 - IT Total: 13,731.21
Department: 142 - CITY CLERKS OFFICE
Outstanding

CIVICPLUS	276529	09/15/2023	MUNICODE ANNUAL LICENSE RENEWAL	001-142-600-303	3,390.00
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGE	001-142-604-330	77.34
MAXXSOUTH BROADBAND	INV0036707	10/01/2023	CITY HALL	001-142-604-330	26.87
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	001-142-604-330	16.19
CADENCE /ELAN VISA	157713784682	10/04/2023	STORAGE L HARDIN	001-142-604-330	0.99
NEXTSTEP INNOVATION	NSI24799	10/05/2023	(10) MICROSOFT 365 APPS	001-142-600-303	82.50
SAFEGUARD BUSINESS SYSTEMS	9002702466	10/06/2023	MINUTE BOOK PAPER	001-142-501-200	83.00

Outstanding Total: 3,676.89
Department 142 - CITY CLERKS OFFICE Total: 3,676.89
Department: 169 - LEGAL
Outstanding

COMMERCIAL DISPATCH, THE	00067458	09/28/2023	ELECTION COMMISSION	001-169-615-342	27.22
WATKINS & EAGER PLLC	429587	10/09/2023	CONTINUING DISCLOSURE ANNUAL REPORTS	001-169-600-309	4,941.50
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	470436	10/10/2023	GENERAL MATTERS	001-169-600-302	11,937.10
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	470439	10/10/2023	STARKVILLE LODGING	001-169-600-312	114.00

Outstanding Total: 17,019.82
Department 169 - LEGAL Total: 17,019.82
Department: 180 - HUMAN RESOURCES
Outstanding

MAXXSOUTH BROADBAND	INV0036707	10/01/2023	CITY HALL	001-180-604-330	26.88
CLINIC AT ELM LAKE, THE	37542	10/02/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	37543	10/02/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	37544	10/02/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	37545	10/02/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	37558	10/03/2023	DRUG SCREEN	001-180-600-320	35.00
CLINIC AT ELM LAKE, THE	37573	10/04/2023	DRUG SCREEN	001-180-600-320	65.00
KRONOS	12146764	10/09/2023	PAYROLL	001-180-691-505	2,765.55
CLINIC AT ELM LAKE, THE	37620	10/09/2023	DRUG SCREEN	001-180-600-320	35.00
CADENCE /ELAN VISA	83909935/83942202	10/10/2023	INDEED	001-180-610-340	135.14

Outstanding Total: 3,202.57
Department 180 - HUMAN RESOURCES Total: 3,202.57
Department: 190 - CITY PLANNER
Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGE	001-190-604-330	77.33
MAXXSOUTH BROADBAND	INV0036707	10/01/2023	CITY HALL	001-190-604-330	26.88
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	001-190-604-330	16.19

Outstanding Total: 120.40
Department 190 - CITY PLANNER Total: 120.40

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Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
JAN-PRO OF MS	875665	10/01/2023	OCTOBER 2023	001-192-600-338	1,734.00
Outstanding Total:					1,734.00
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					1,734.00
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
GSDP * GREATER STARKVILLE DEVELOPMENT PARTNERSHIP	5309	10/01/2023	MEMBERSHIP DUES	001-195-951-966	6,250.00
Outstanding Total:					6,250.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					6,250.00
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
HAMPTON YOUNG CORP.	164	10/05/2023	LAWN CARE SERVICE	001-196-630-425	800.00
HAMPTON YOUNG CORP.	164	10/05/2023	LAWN CARE SERVICE	001-196-631-402	1,600.00
HAMPTON YOUNG CORP.	164	10/05/2023	LAWN CARE SERVICE	001-196-637-637	600.00
JOHN STEWART	974930	10/11/2023	GRAVE MARKER REPAIRS	001-196-691-550	350.00
Outstanding Total:					3,350.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,350.00
Department: 197 - ENGINEERING					
Outstanding					
AUTODESK INC.	9861323327	09/27/2023	CIVIL3D	001-197-502-201	2,894.35
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	001-197-604-330	77.33
MAXXSOUTH BROADBAND	INV0036707	10/01/2023	CITY HALL	001-197-604-330	26.88
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	001-197-690-450	32.38
Outstanding Total:					3,030.94
Department 197 - ENGINEERING Total:					3,030.94
Department: 201 - POLICE DEPARTMENT					
Outstanding					
SCOTT PETROLEUM DIV. #15	22913	09/25/2023	FIRING RANGE TANK RENTAL	001-201-545-238	49.00
AT&T VPN SERVICE	INV0036712	09/25/2023	NCIC LINE	001-201-604-330	42.29
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	001-201-604-330	347.33
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	001-201-604-330	77.33
AT&T MOBILITY	287308867457X10052023	10/01/2023	MONTHLY USAGE	001-201-604-330	85.51
AT&T MOBILITY	287308925437X10052023	10/01/2023	MONTHLY USAGE	001-201-604-330	2,089.03
AT&T MOBILITY	287308964770X10052023	10/01/2023	MONTHLY USAEG	001-201-604-330	94.71
AT&T MOBILITY	287312769594X10052023	10/01/2023	MONTHLY UAGE	001-201-604-330	50.34
CANON SOLUTIONS AMERICA*	6005743619	10/01/2023	MAINTENANCE	001-201-615-343	13.19
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	001-201-690-450	534.27
ARMY NAVY PAWN SHOP	100223A	10/02/2023	BOOTS	001-201-535-233	88.00
WINSTON/CHOCTAW REGIONAL CORRECTIONAL FACILITY	1101	10/02/2023	INMATE HOUSING	001-201-541-237	750.00
SERVING HEROES	70	10/02/2023	CHAPLAIN TRAINING	001-201-690-552	297.00
M.T.O.A	INV0036709	10/02/2023	SWAT COMPETITION 2 TEAMS	001-201-690-552	600.00
POWER DMS, INC	INV-42515	10/02/2023	20 POWER POLICY SUBSCRIPTIONS 20 POWER TRAINING	001-201-690-552	245.93
VIRTUAL ACADEMY, INC.	VA11128	10/02/2023	5 CATALOG RENEWAL SEPTEMBER 2023-2024	001-201-690-552	225.00
R&M TIRES	1148297	10/03/2023	VIN#5176 OIL CHANGE	001-201-630-360	77.45
LAIRD CLINIC -POLICE ACCOUNT	560128	10/03/2023	PHYSICAL EKG UDS	001-201-600-319	188.00
TRI-STARR MUFFLER & BRAKES	869916	10/03/2023	VIN#2260 HEATER HOSE CONNECTOR, COOLANT...	001-201-630-360	122.84
ARMY NAVY PAWN SHOP	10423A	10/04/2023	BOOTS	001-201-535-233	80.00
DANNY MCCLUSKEY TOWING	12673	10/04/2023	DRUG ARREST TOWED TO IMPOUND LOT	001-201-600-300	150.00

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NORTHEAST EXTERM- POLICE ACCT	86291	10/04/2023	MONTHLY EXTERMINATING	001-201-600-300	50.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0036723	10/04/2023	INMATE HOUSING SEPTEMBER 2023	001-201-541-237	10,950.00
DOLAN CONSULTING GROUP, LLC	W1490-0923-0189-0191	10/05/2023	REGISTRATION C JONES	001-201-690-552	125.00
R&M TIRES	1148367	10/06/2023	VIN#5180	001-201-630-360	84.45
NEXTSTEP INNOVATION	NSI24809	10/06/2023	COMPUTER,KEYBOARD AND MOUSE	001-201-630-404	1,395.00
FUELMAN / FLEETCOR	NP65233212	10/09/2023	FUEL CHARGES 10/2/23-10/8/23	001-201-525-231	3,210.09
Outstanding Total:					22,021.76
Department 201 - POLICE DEPARTMENT Total:					22,021.76

Department: 246 - CODE ENFORCEMENT
Outstanding

FUELMAN / FLEETCOR	NP65233212	10/09/2023	FUEL CHARGES 10/2/23-10/8/23	001-246-525-231	129.36
Outstanding Total:					129.36
Department 246 - CODE ENFORCEMENT Total:					129.36

Department: 261 - FIRE DEPARTMENT
Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGE	001-261-604-330	77.33
UPS	0000054E5Y393	10/01/2023	UPS SHIPPING DOCUMNET	001-261-604-330	17.25
NAFECO	1231204	10/01/2023	48 LION V-FORCE COAT 48 LION V-FORCE PANTS	001-261-730-550	154,999.68
MAXXSOUTH BROADBAND	INV0036713	10/01/2023	FIRE STATION 2	001-261-625-380	92.94
MAXXSOUTH BROADBAND	INV0036714	10/01/2023	INTERNET ST 1	001-261-625-380	135.00
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	001-261-690-450	404.75
MOORE'S INSTALLATIONS	0123	10/02/2023	INSTALL LIGHTS ON NEW DURANGO	001-261-630-360	1,772.00
NORTHEAST EXTERM - FIRE ACCT	86104	10/02/2023	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	86105	10/02/2023	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	86106	10/02/2023	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	86107	10/02/2023	MONTHLY EXTERMINATING	001-261-558-269	22.00
NORTHEAST EXTERM - FIRE ACCT	86108	10/02/2023	MONTHLY EXTERMINATING	001-261-558-269	22.00
WITMER PUBLIC SAFETY GROUP	INV330966	10/02/2023	FIREFIGHTING GLOVES	001-261-918-805	129.57
O'REILLY AUTO PARTS	0997-329577	10/05/2023	QTGEAR LUBE	001-261-630-360	35.96
WATERMARK PRINTERS LLC	16050	10/06/2023	500 BUSINESS CARDS J WADE	001-261-501-200	94.00
CATS - CENTRAL ALABAMA TRAINING SOLUTIONS	17045678	10/06/2023	FIREFIGHTING BOOTS	001-261-918-805	419.00
WALMART- CAPITAL ONE	647084	10/09/2023	OIL, FILTER, USB	001-261-630-360	52.64
MFIA -MS FIRE INVESTIGATORS ASSOC	INV0036726	10/09/2023	MFIA SPRING SEMINAR MARK MCCURDY	001-261-600-390	225.00
FUELMAN / FLEETCOR	NP65233212	10/09/2023	FUEL CHARGES 10/2/23-10/8/23	001-261-525-231	1,366.19
WALMART- CAPITAL ONE	076810	10/10/2023	WIPERS,BATTERIES,GAUGE	001-261-630-360	77.19
ARMY NAVY PAWN SHOP	101023A	10/10/2023	BELT	001-261-535-233	38.00
D'LUX'S ALTERATIONS	380731	10/10/2023	3 PATCHES 1 COATT ZIPPER	001-261-535-233	56.00
IVY AUTO PARTS, LLC.	717817	10/10/2023	HYD HOSE FITTINGS, REEL	001-261-630-360	56.96
Outstanding Total:					160,159.46
Department 261 - FIRE DEPARTMENT Total:					160,159.46

Department: 281 - BUILDING/COMMUNITY DEVELOPMENT
Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGE	001-281-604-330	77.33
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MAXXSOUTH BROADBAND	INV0036707	10/01/2023	CITY HALL	001-281-604-330	26.88
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	001-281-690-450	80.95
Outstanding Total:					185.16
Department 281 - BUILDING/COMMUNITY DEVELOPMENT Total:					185.16

Department: 301 - STREET DEPARTMENT

Outstanding

AUTOZONE	0426812782	09/29/2023	BATTERY	001-301-630-360	198.69
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGE	001-301-604-330	77.33
UNIFIRST CORPORATION	1830067717	10/01/2023	UNIFORMS	001-301-535-233	133.18
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	001-301-690-450	259.04
AMAZON CAPITAL SERVICES, INC.	1NXY-46TW-DVFP	10/02/2023	BUCKET TOOTH & ADAPTERS	001-301-630-400	238.68
APAC-MISSISSIPPI, INC	4000159498	10/02/2023	ASPHALT	001-301-820-876	643.07
APAC-MISSISSIPPI, INC	4000160334	10/02/2023	ASPHALT	001-301-560-270	657.27
BELL BUILDING SUPPLY, INC.	385950	10/03/2023	MISC MATERIAL TO REPAIR EXCAVATOR	001-301-630-400	20.97
STARKVILLE AUTO PARTS	5151-163306	10/03/2023	WINDSHIELD SEALANT	001-301-630-400	38.99
KIMBALL MIDWEST	528295WZ	10/03/2023	BATTERY TERMINAL LUGS	001-301-630-360	49.80
AMAZON CAPITAL SERVICES, INC.	1DDY-T9NR-WCVL	10/04/2023	MATERIAL TO REPAIR RADAR SIGN	001-301-565-272	39.47
APAC-MISSISSIPPI, INC	4000160643	10/04/2023	9.5 MM RAP	001-301-560-270	627.84
STARKVILLE UTILITIES	INV0036733	10/04/2023	MONTHLY UTILITIES	001-301-625-380	30,179.47
UNIFIRST CORPORATION	1830068504	10/05/2023	UNIFORMS	001-301-535-233	160.18
CINTAS	4169867751	10/05/2023	SUPPLIES	001-301-555-250	54.23
THOMPSON MACHINERY*	PC110333098	10/05/2023	HYDRAULIC FITTING	001-301-630-400	14.47
G&C SUPPLY CO., INC	6924179	10/06/2023	ROUND SIGN POST	001-301-565-272	2,124.50
WILSON'S TREE SERVICE LLC	INV0036727	10/06/2023	GRIND STUMPS CLEAN UP HAUL AWAY	001-301-600-300	400.00
APAC-MISSISSIPPI, INC	4000160859	10/09/2023	9.5 MM RAP	001-301-560-270	658.36
FUELMAN / FLEETCOR	NP65233212	10/09/2023	FUEL CHARGES 10/2/23-10/8/23	001-301-525-231	628.05
NUNLEY TRUCKING CO., INC.	34350	10/10/2023	4 LOADS OF 200	001-301-560-270	3,585.02
AUTOZONE	Z62000012228488	10/11/2023	PARTS RETURNED	001-301-630-360	-78.92
AUTOZONE	Z62000012228488	10/11/2023	PARTS RETURNED	001-301-630-360	-19.99
AUTOZONE	Z62000012228488	10/11/2023	PARTS RETURNED	001-301-630-360	-42.09
Outstanding Total:					40,647.61
Department 301 - STREET DEPARTMENT Total:					40,647.61

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGE	001-360-604-330	77.33
AMAZON CAPITAL SERVICES, INC.	197V-HRLJ-WM31	10/01/2023	RUFF LINERS SEAT & DOOR COVER	001-360-555-250	129.99
FUELMAN / FLEETCOR	NP65233212	10/09/2023	FUEL CHARGES 10/2/23-10/8/23	001-360-525-231	105.07
Outstanding Total:					312.39
Department 360 - ANIMAL CONTROL Total:					312.39

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

CSP SPORTS FACILITIES COMPANIES, LLC	INV0036710	10/05/2023	OCTOBER ADVANCE	001-550-600-297	71,561.18
Outstanding Total:					71,561.18
Department 550 - PARKS AND REC DEPARTMENT Total:					71,561.18

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Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Department: 600 - CAPITAL PROJECTS					
Outstanding					
SECURITY SOLUTIONS	15515	09/25/2023	PANIC ALARM FOR PERMIT & LICENSE OFFICE	001-600-901-812	450.00
Outstanding Total:					450.00
Department 600 - CAPITAL PROJECTS Total:					450.00
Fund 001 - GENERAL FUND Total:					357,066.57

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	015-505-604-330	77.33
TITAN AVIATION FUELS	38707667	10/01/2023	AVGAS FUEL	015-505-525-232	38,582.61
TITAN AVIATION FUELS	3872471	10/01/2023	JET A FUEL	015-505-525-233	28,160.66
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	015-505-690-450	32.38
TITAN AVIATION FUELS	R3871482	10/01/2023	AVGAS TRUCK RENTAL	015-505-600-322	800.00
STARKVILLE AUTO PARTS	5151-163302	10/02/2023	OIL FILTER & TRANS FLUID	015-505-570-273	32.46
MAGNOLIA BOTTLED WATER CO	67225	10/02/2023	(5) GALLON WATER & CUPS	015-505-541-237	54.00
MAXXSOUTH BROADBAND	INV0036706	10/02/2023	AIRPORT	015-505-600-338	144.95
BOX CONSTRUCTION	1	10/03/2023	RECONNECT WATER SERVICE	015-505-720-801	1,772.50
OKTIBBEHA COUNTY COOPERATIVE	937394	10/03/2023	ERASER A/P WEED CONTROL	015-505-541-237	79.95
CADENCE /ELAN VISA	9021	10/05/2023	AIR DRYER FOR JET A TRUCK	015-505-630-400	229.74
DOUG MARTIN	403742	10/06/2023	REPAIR 5KV UNDERGROUND ELECTRICAL WIRING	015-505-630-400	270.00
MAXXSOUTH BROADBAND	INV0036724	10/09/2023	AIRPORT INTERNET	015-505-600-338	174.13
Outstanding Total:					70,410.71
Department 505 - AIRPORT Total:					70,410.71
Fund 015 - AIRPORT FUND Total:					70,410.71

Fund: 022 - ENVIRONMENTAL SERVICES

Department: 322 - SANITATION DEPARTMENT					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	0000643956-91	09/30/2023	MONTHLY USAGEEG	022-322-604-330	77.33
SGK LANDSCAPES, LLC	126406	10/01/2023	MONTHLY MAINT LOUISVILLE,NASH,RUSSELL ST MEDIANS	022-322-600-338	751.50
SGK LANDSCAPES, LLC	126407	10/01/2023	MONTHLY MAINTENANCE MEDIANS HWY 12	022-322-600-338	1,730.29
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	022-322-691-450	64.76
VERIZON CONNECT-NWF	OSV000003162885	10/01/2023	MONTHLY USAGE	022-322-691-450	356.18
GATEWAY TIRE & SERVICE CENTER	1018-186025	10/02/2023	TRUCK 41 TIRES	022-322-630-360	692.98
TERRY'S GARAGE & REPAIRS, LLC	8999	10/02/2023	A/C COMP,DRYER,HOSE,ORING,REF RIGARANT, LABOR,SUPPL	022-322-630-360	1,028.76
GTR SOLID WASTE MGMT. AUTH	INV0036720	10/02/2023	SOLID WASTE TICKETS SEPTEMBER	022-322-600-379	28,196.91
GATEWAY TIRE & SERVICE CENTER	1018-186189	10/03/2023	TRUCK 91 TIRES	022-322-630-252	687.98
CLARKE POWER SERVICES, INC	S120015251.01	10/03/2023	TRUCK 39 REPAIR	022-322-630-360	610.36
STARKVILLE AUTO PARTS	5151-163347	10/04/2023	HEADLIGHT, BULB SOCKET,TIE STRAPS	022-322-555-250	44.36
GATEWAY TIRE & SERVICE CENTER	1018-186087	10/05/2023	REPAIR FLAT	022-322-630-406	25.50
GATEWAY TIRE & SERVICE CENTER	1018-186259	10/05/2023	TIRES TRUCK 41	022-322-630-360	802.76
EAST MISSISSIPPI LUMBER CO.	17173	10/05/2023	STUB W/SCREEN A, LABOR ON STIHL,PRUNING SHEARS	022-322-630-406	24.82
TERRY'S GARAGE & REPAIRS, LLC	9023	10/06/2023	REMOVE & REPAIR BRAKE PEDAL,SUPPLIES	022-322-630-360	204.00

CLAIMS DOCKET
Post Dates: 10/6/2023 - 10/11/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
FUELMAN / FLEETCOR	NP65233212	10/09/2023	FUEL CHARGES 10/2/23-10/8/23	022-322-525-231	4,259.92
CADENCE /ELAN VISA	83909935/83942202	10/10/2023	INDEED	022-322-610-340	38.74
Outstanding Total:					39,597.15
Department 322 - SANITATION DEPARTMENT Total:					39,597.15
Fund 022 - ENVIRONMENTAL SERVICES Total:					39,597.15

Fund: 200 - DEBT SERVICE FUND
Department: 800 - DEBT SERVICE
Outstanding

HANCOCK WHITNEY BANK *	INV0036721	09/08/2023	MDBSTARK19	200-800-820-881	28,856.01
HANCOCK WHITNEY BANK *	INV0036721	09/08/2023	MDBSTARK19	200-800-820-881	178,000.00
HANCOCK WHITNEY BANK *	INV0036722	09/08/2023	MDBSTARKV18	200-800-820-882	50,131.70
Outstanding Total:					256,987.71
Department 800 - DEBT SERVICE Total:					256,987.71
Fund 200 - DEBT SERVICE FUND Total:					256,987.71

Fund: 303 - INDUSTRIAL PARK BOND
Department: 600 - CAPITAL PROJECTS
Outstanding

OKT COUNTY SUPERVISORS	259275	10/01/2023	NEEL SCHAFER	303-600-600-309	13,200.00
Outstanding Total:					13,200.00
Department 600 - CAPITAL PROJECTS Total:					13,200.00
Fund 303 - INDUSTRIAL PARK BOND Total:					13,200.00

Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)
Department: 551 - PARK & REC TOURISM
Outstanding

FORME DESIGN GROUP	2	10/10/2023	JL KING EXPANSION	312-551-901-274	12,393.00
KIMLEY HORN	115326005-0823	10/11/2023	MCKEE PARK PHASE I	312-551-600-002	91,300.00
KIMLEY HORN	115326005-0923	10/11/2023	MCKEE PARK PHASE I	312-551-600-002	14,850.00
Outstanding Total:					118,543.00
Department 551 - PARK & REC TOURISM Total:					118,543.00
Fund 312 - PARKS CAPITAL PROJECT FUND (2023) Total:					118,543.00

Fund: 375 - PARK AND REC TOURISM
Department: 551 - PARK & REC TOURISM
Outstanding

CSP SPORTS FACILITIES COMPANIES, LLC	12534	10/06/2023	NOVEMBER MANAGEMENT SERVICES	375-551-600-296	15,000.00
CSP SPORTS FACILITIES COMPANIES, LLC	12534	10/06/2023	NOVEMBER MANAGEMENT SERVICES	375-551-600-297	20,000.00
Outstanding Total:					35,000.00
Department 551 - PARK & REC TOURISM Total:					35,000.00
Fund 375 - PARK AND REC TOURISM Total:					35,000.00

Fund: 380 - PARK BONDS 2020
Department: 551 - PARK & REC TOURISM
Outstanding

DALHOFF THOMAS DESIGN STUDIO	0010799	10/03/2023	PROFESSIONAL SERVICES 9/30/23	380-551-600-945	10,000.00
Outstanding Total:					10,000.00
Department 551 - PARK & REC TOURISM Total:					10,000.00
Fund 380 - PARK BONDS 2020 Total:					10,000.00

CLAIMS DOCKET

Post Dates: 10/6/2023 - 10/11/2023

Vendor Name	Payable Number	Payable Date	Description (Item)	Account Number	Amount
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION					
Department: 300 - STREET DEPARTMENT					
Outstanding					
GARVER, LLC	22t18200-9	10/05/2023	HOSPITAL RD & STARK RD EXTENSION	700-300-600-301	25,657.00
Outstanding Total:					25,657.00
Department 300 - STREET DEPARTMENT Total:					25,657.00
Fund 700 - STARK/HOSPITAL ROAD EXPANSION Total:					25,657.00
Grand Total:					926,462.14

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	357,066.57	0.00
015 - AIRPORT FUND	70,410.71	0.00
022 - ENVIRONMENTAL SERVICES	39,597.15	0.00
200 - DEBT SERVICE FUND	256,987.71	0.00
303 - INDUSTRIAL PARK BOND	13,200.00	0.00
312 - PARKS CAPITAL PROJECT FUND (2023)	118,543.00	0.00
375 - PARK AND REC TOURISM	35,000.00	0.00
380 - PARK BONDS 2020	10,000.00	0.00
700 - STARK/HOSPITAL ROAD EXPANSION	25,657.00	0.00
Grand Total:	926,462.14	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & S...	1,739.57	0.00
001-000-054-205	DUE FROM STARKVILLE ...	2,854.35	0.00
001-000-160-698	DONATION POLICE	105.00	0.00
001-005-054-208	DUE FROM PARKS & REC...	2,193.83	0.00
001-100-604-330	COMMUNICATIONS	77.34	0.00
001-110-501-200	SUPPLIES	316.66	0.00
001-110-600-301	PROFESSIONAL & CONT...	75.00	0.00
001-110-604-330	POSTAGE / COMMUNIC...	104.20	0.00
001-110-918-805	EQUIP & SOFTWARE	250.00	0.00
001-120-565-272	PAID PARKING EXPENSES	500.00	0.00
001-120-600-300	PROFESSIONAL SERVICES	1,163.65	0.00
001-120-604-330	COMMUNICATIONS	104.22	0.00
001-123-600-300	WEB SITE SVCS, SOFTW...	12,000.00	0.00
001-123-604-330	COMMUNICATIONS	104.21	0.00
001-123-625-380	CAMERA OPERATING EX...	960.00	0.00
001-123-918-806	CAMERA LEASE PAYMEN...	667.00	0.00
001-142-501-200	SUPPLIES/OFFICE EQUI...	83.00	0.00
001-142-600-303	SOFTWARE - CITYWIDE	3,472.50	0.00
001-142-604-330	POSTAGE/COPIER/PHON...	121.39	0.00
001-169-600-302	CITY ATTORNEY GENERAL	11,937.10	0.00
001-169-600-309	LEGAL EXPENSES	4,941.50	0.00
001-169-600-312	CITY ATTORNEY LITIGAT...	114.00	0.00
001-169-615-342	ADVERTISING, NOTICES, ...	27.22	0.00
001-180-600-320	DRUG/BACKGROUND C...	275.00	0.00
001-180-604-330	COPIER/POSTAGE/PHON...	26.88	0.00
001-180-610-340	ADVERTISING	135.14	0.00
001-180-691-505	PERSONNEL / KRONOS S...	2,765.55	0.00
001-190-604-330	COPIERS/PHONES/IPADS	120.40	0.00
001-192-600-338	CONTRACT SERVICES	1,734.00	0.00
001-195-951-966	CHAMBER OF COMMER...	6,250.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/182	800.00	0.00
001-196-631-402	ODDFELLOW MAINT/RE...	1,600.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-196-691-550	MISCELLANEOUS	350.00	0.00
001-197-502-201	SOFTWARE & REFERENC...	2,894.35	0.00
001-197-604-330	COMMUNICATIONS	104.21	0.00
001-197-690-450	GPS EXPENSES	32.38	0.00
001-201-525-231	GAS & OIL	3,210.09	0.00
001-201-535-233	UNIFORMS	168.00	0.00
001-201-541-237	PRISONER JAIL EXPENSES	11,700.00	0.00
001-201-545-238	FIRING RANGE SUPPLIES	49.00	0.00
001-201-600-300	PROFESSIONAL SERVICES	200.00	0.00
001-201-600-319	PHYSICAL & PERSONNEL...	188.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/...	2,786.54	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-615-343	PRINTING & BINDING	13.19	0.00
001-201-630-360	VEHICLE REPAIRS & MAI...	284.74	0.00
001-201-630-404	TECHNOLOGY	1,395.00	0.00
001-201-690-450	GPS EXPENSES	534.27	0.00
001-201-690-552	POLICE TRAINING/EDUC...	1,492.93	0.00
001-246-525-231	GAS & OIL	129.36	0.00
001-261-501-200	OFFICE SUPPLIES	94.00	0.00
001-261-525-231	GAS & OIL	1,366.19	0.00
001-261-535-233	UNIFORMS & UNIFORM ...	94.00	0.00
001-261-558-269	BUILDING MAINTENANCE	110.00	0.00
001-261-600-390	FIRE TRAINING	225.00	0.00
001-261-604-330	PHONES/CABLE/INTERN...	94.58	0.00
001-261-625-380	UTILITIES	227.94	0.00
001-261-630-360	VEHICLE REPAIRS & MAI...	1,994.75	0.00
001-261-690-450	GPS EXPENSES	404.75	0.00
001-261-730-550	FIREFIGHTER ASSISTANT...	154,999.68	0.00
001-261-918-805	EQUIP / FIRE TURNOUTS	548.57	0.00
001-281-604-330	COPIER/PHONES/IPADS/...	104.21	0.00
001-281-690-450	GPS EXPENSES	80.95	0.00
001-301-525-231	GAS & OIL	628.05	0.00
001-301-535-233	UNIFORMS	293.36	0.00
001-301-555-250	SUPPLIES & SMALL TOOLS	54.23	0.00
001-301-560-270	CONSTRUCTION MATER...	5,528.49	0.00
001-301-565-272	STREETS SIGNS & PAINT	2,163.97	0.00
001-301-600-300	TREE TRIMMING	400.00	0.00
001-301-604-330	COMMUNICATIONS	77.33	0.00
001-301-625-380	UTILITIES/STREET LIGHT...	30,179.47	0.00
001-301-630-360	VEHICLE REPAIRS & MAI...	107.49	0.00
001-301-630-400	EQUIPMENT REPAIR & ...	313.11	0.00
001-301-690-450	GPS EXPENSES	259.04	0.00
001-301-820-876	ASPHALT TRUCK	643.07	0.00
001-360-525-231	GAS & OIL	105.07	0.00
001-360-555-250	SUPPLIES & SMALL TOOLS	129.99	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-550-600-297	OPERATING EXPENSE RE...	71,561.18	0.00
001-600-901-812	MUNICIPAL BUILDING F...	450.00	0.00
015-505-525-232	100LL AV GAS PURCHAS...	38,582.61	0.00
015-505-525-233	JET A FUEL PURCHASES	28,160.66	0.00
015-505-541-237	OPERATING SUPPLIES	133.95	0.00
015-505-570-273	VEHICLE REPAIR PARTS &..	32.46	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC...	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER...	319.08	0.00
015-505-604-330	CELL PHONE/POSTAGE ...	77.33	0.00
015-505-630-400	EQUIPMENT REPAIR & ...	499.74	0.00
015-505-690-450	GPS EXPENSES	32.38	0.00
015-505-720-801	CAPITAL OUTLAY, IMPR...	1,772.50	0.00
022-322-525-231	GAS & OIL	4,259.92	0.00
022-322-555-250	SUPPLIES & SMALL TOOLS	44.36	0.00
022-322-600-338	HWY 12 MAINT/RUSSELL...	2,481.79	0.00
022-322-600-379	LANDFILL FEES	28,196.91	0.00
022-322-604-330	COPIER, PHONES, RADIOS	77.33	0.00
022-322-610-340	ADVERTISING	38.74	0.00
022-322-630-252	VEHICLE R&M - COMME...	687.98	0.00
022-322-630-360	VEHICLE R&M - RESIDEN...	3,338.86	0.00
022-322-630-406	EQUIPMENT R&M - LAN...	50.32	0.00
022-322-691-450	GPS EXPENSES	420.94	0.00
200-800-820-881	2019 3M GO PI	206,856.01	0.00
200-800-820-882	2018 4.5M GO PI	50,131.70	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
303-600-600-309	LEGAL AND PROF SVCS E...	13,200.00	0.00
312-551-600-002	KIMLEY HORNE - MCKEE...	106,150.00	0.00
312-551-901-274	J L KING SPLASHPAD	12,393.00	0.00
375-551-600-296	MANAGEMENT FEES - P...	15,000.00	0.00
375-551-600-297	MANAGEMENT FEES - C...	20,000.00	0.00
380-551-600-945	CORNERSTONE PROFESS...	10,000.00	0.00
700-300-600-301	PROFESSIONAL SERVICES...	25,657.00	0.00
Grand Total:		926,462.14	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	782,262.14	0.00
312551600002	106,150.00	0.00
312-551-901-274	12,393.00	0.00
700300600301	25,657.00	0.00
Grand Total:	926,462.14	0.00



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.

Connor Carraway

Connor Carraway
Accounting & Finance Manager
Starkville Utilities

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 110 ARKANSAS ELECTRIC											
03084962	10/02/23	11610	Materials		10/18/23	132.00	.00	ACH			
03084963	10/02/23	11618	Materials		10/18/23	1509.00	.00	ACH			
					VENDOR TOTAL:	1641.00					
VENDOR: 116 AMAZON CAPITAL SERVICES											
1CVP-3KGH-9YTN	10/09/23	11662	Supplies		10/18/23	65.96	.00	ACH			
					VENDOR TOTAL:	65.96					
VENDOR: 125 AT & T											
SEPTEMBER 2023	10/10/23	11492	Phone Bill		10/18/23	1247.32	.00	CHK			
					VENDOR TOTAL:	1247.32					
VENDOR: 131 ALTEC INDUSTRIES, INC.											
12389032	10/04/23	11674	Truck Equipment		10/18/23	3158.20	.00	ACH			
12392196	10/04/23	11640	Climbing Gear		10/18/23	837.79	.00	ACH			
12392202	10/04/23	11638	Tools		10/18/23	1190.00	.00	ACH			
12392209	10/04/23	11639	Climbing Gear		10/18/23	2169.18	.00	ACH			
12394846	10/04/23	11638	Tools		10/18/23	353.90	.00	ACH			
12396900	10/04/23	11640	Climbing Gear		10/18/23	281.31	.00	ACH			
12397603	10/04/23	11672	Climbing Gear		10/18/23	79.87	.00	ACH			
51294195	10/04/23	11546	Preventative Maintenance		10/18/23	511.11	.00	ACH			
51294244	10/04/23	11546	Preventative Maintenance		10/18/23	800.73	.00	ACH			
51294255	10/04/23	11546	Preventative Maintenance		10/18/23	727.50	.00	ACH			
51294257	10/04/23	11546	Preventative Maintenance		10/18/23	727.50	.00	ACH			
51295193	10/04/23	11546	Preventative Maintenance		10/18/23	457.50	.00	ACH			
51295323	10/04/23	11546	Preventative Maintenance		10/18/23	1123.75	.00	ACH			
					VENDOR TOTAL:	12418.34					
VENDOR: 139 ACC BUSINESS											
232534881	10/02/23	11484	Internet Services		10/18/23	1362.68	.00	ACH			
					VENDOR TOTAL:	1362.68					
VENDOR: 143 ARTHUR J GALLAGHER RISK MGMT											
4869918	09/30/23	11693	DIC Insurance		10/18/23	246913.00	.00	ACH			
					VENDOR TOTAL:	246913.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 144 ANIXTER, INC.										
5819026-00	10/10/23	11631 Safety Equipment		10/18/23	131.00	.00	ACH			
				VENDOR TOTAL:	131.00					
VENDOR: 146 AT&T MOBILITY (FIRSTNET)										
287302290042X100	10/04/23	11598 Cell Phones		10/18/23	1942.70	.00	CHK			
				VENDOR TOTAL:	1942.70					
VENDOR: 196 AUTOZONE										
0426788065	10/04/23	11561 Maintenance		10/18/23	68.18	.00	ACH			
0426788080	10/04/23	11561 Maintenance		10/18/23	16.49	.00	ACH			
0426788153	10/04/23	11561 Maintenance		10/18/23	20.99	.00	ACH			
				VENDOR TOTAL:	105.66					
VENDOR: 307 CITY OF STARKVILLE										
OCT 2023-TAX	10/10/23	0 Tax equivalency		10/18/23	113750.00	.00	ACH			
SEPT 2023-ADM	10/10/23	0 Administrative Fees		10/18/23	19377.86	.00	ACH			
SEPT 2023-EXP	10/10/23	0 Due to City		10/18/23	2698.20	.00	ACH			
SEPT 2023-STL	10/10/23	0 Reimb St Louis salary		10/18/23	7222.60	.00	ACH			
				VENDOR TOTAL:	143048.66					
VENDOR: 314 CINTAS CORPORATION										
5177695497	10/02/23	11296 Safety Supplies		10/18/23	550.00	.00	ACH			
				VENDOR TOTAL:	550.00					
VENDOR: 352 COLUMBUS FIRE SERVICE										
28506	10/02/23	11659 Safety Equipment		10/18/23	127.00	.00	ACH			
				VENDOR TOTAL:	127.00					
VENDOR: 365 CHARGEPOINT										
IN218456	10/04/23	11567 Charging Station Repairs		10/18/23	2310.00	.00	ACH			
				VENDOR TOTAL:	2310.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 400 IVY AUTO PARTS											
717076	10/02/23	11657	Tools		10/18/23	320.99	.00	ACH			
717077	10/02/23	11656	Maintenance		10/18/23	29.99	.00	ACH			
					VENDOR TOTAL:	350.98					
VENDOR: 450 DILL'S PLUMBING REPAIR											
5526	10/04/23	11673	Maintenance		10/18/23	675.00	.00	CHK			
					VENDOR TOTAL:	675.00					
VENDOR: 508 EQUIPMENT INCORPORATED											
135713670	10/02/23	11136	Maintenance		10/18/23	147.55	.00	ACH			
					VENDOR TOTAL:	147.55					
VENDOR: 510 EDWARD KEMP											
100123-100623 MC	10/10/23		0 Lineman Hotel - Miles Chambl		10/18/23	986.86	.00	ACH			
100123-100623 NJ	10/10/23		0 Lineman Hotel - Noah Jones		10/18/23	986.86	.00	ACH			
					VENDOR TOTAL:	1973.72					
VENDOR: 616 FUELMAN											
NP65181435	10/04/23	11485	Fuel		10/18/23	2746.06	.00	CHK			
NP65233212	10/09/23	11485	Fuel		10/18/23	1868.56	.00	CHK			
					VENDOR TOTAL:	4614.62					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
1018-185862	10/09/23	11652	Maintenance		10/18/23	586.85	.00	ACH			
					VENDOR TOTAL:	586.85					
VENDOR: 697 GARNER COMMUNICATION SERVICE											
1046566	10/04/23	11560	Professional Services		10/18/23	2200.00	.00	ACH			
					VENDOR TOTAL:	2200.00					
VENDOR: 721 GOLDEN TRIANGLE SOLID WASTE											
09/30/23 STMT	10/02/23	10899	ROW Clearing		10/18/23	767.07	.00	ACH			
					VENDOR TOTAL:	767.07					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1025	KIRK AUTO WORLD INC									
10062023	10/09/23	10788	Vehicle		10/18/23	35198.00	.00	CHK			
					VENDOR TOTAL:	35198.00					
VENDOR:	1205	LOWE'S									
901730-LTMMMD	10/04/23	11670	Equipment		10/18/23	144.39	.00	CHK			
981133-LTMMNO	10/04/23	11671	Supplies		10/18/23	93.94	.00	CHK			
984524-LTWUOK	10/04/23	11666	Tools		10/18/23	561.86	.00	CHK			
					VENDOR TOTAL:	800.19					
VENDOR:	1217	LIGHTS AND BALLASTS LLC									
255351	10/04/23	11596	Maintenance		10/18/23	290.00	.00	ACH			
					VENDOR TOTAL:	290.00					
VENDOR:	1232	KEMP CONSULTING LLC									
33	10/10/23	0	Contract services		10/18/23	7685.00	.00	ACH			
34	10/10/23	0	Contract services		10/18/23	5147.50	.00	ACH			
35	10/10/23	0	Contract services		10/18/23	3552.50	.00	ACH			
					VENDOR TOTAL:	16385.00					
VENDOR:	1305	NEXAIR, LLC									
0011367448	10/02/23	10902	Gas Cylinder Rentals		10/18/23	67.25	.00	ACH			
					VENDOR TOTAL:	67.25					
VENDOR:	1320	MOMAR, INC.									
PS1520780	10/03/23	11621	Materials		10/18/23	421.25	.00	ACH			
PS1522255	10/02/23	11620	Safety Supplies		10/18/23	397.98	.00	ACH			
					VENDOR TOTAL:	819.23					
VENDOR:	1335	VERIZON CONNECT NWF, INC									
OSV000003132952	09/28/23	0	Vehicle GPS Services-CITY206		10/18/23	75.75	.00	CHK			
					VENDOR TOTAL:	75.75					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
03206	10/03/23	11630 Safety Supplies		10/18/23	1002.30	.00	ACH			
			VENDOR TOTAL:		1002.30					
VENDOR:										
NSI24762	10/04/23	11635 Laptop		10/18/23	1845.00	.00	ACH			
			VENDOR TOTAL:		1845.00					
VENDOR:										
10042023	10/10/23	11701 311 Answering Service		10/18/23	936.00	.00	CHK			
			VENDOR TOTAL:		936.00					
VENDOR:										
30789	10/04/23	11590 Maintenance		10/18/23	933.89	.00	ACH			
			VENDOR TOTAL:		933.89					
VENDOR:										
2529	10/03/23	11629 Supplies		10/18/23	325.00	.00	ACH			
			VENDOR TOTAL:		325.00					
VENDOR:										
SEPT 2023-2658	10/10/23	0 Travel, Meals, Adv, Supplies		10/18/23	742.17	.00	CHK			
			VENDOR TOTAL:		742.17					
VENDOR:										
INV-MC-0014656	10/10/23	0 Billing services		10/18/23	27909.00	.00	ACH			
			VENDOR TOTAL:		27909.00					
VENDOR:										
2682	10/04/23	10904 Row Clearing		10/18/23	1568.40	.00	ACH			
2683	10/04/23	10904 Row Clearing		10/18/23	5800.80	.00	ACH			
2684	10/04/23	10904 Row Clearing		10/18/23	5416.00	.00	ACH			
			VENDOR TOTAL:		12785.20					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1913	SECURITY SOLUTIONS								
15114	10/09/23	11675 Supplies		10/18/23	800.00	.00	ACH			
		VENDOR TOTAL:			800.00					
VENDOR:	1927	STAPLES BUSINESS CREDIT								
2023-08 STMT CR	09/08/23	0 Credits		10/18/23	48.15-	.00	CHK			
7378357881-0-1	10/04/23	11677 Membership Fee		10/18/23	299.00	.00	CHK			
		VENDOR TOTAL:			250.85					
VENDOR:	1934	STERNBERG LIGHTING								
67353	10/03/23	11258 Materials		10/18/23	3650.00	.00	CHK			
		VENDOR TOTAL:			3650.00					
VENDOR:	1940	STUART C. IRBY								
S013727265.001	10/03/23	11611 Materials		10/18/23	568.08	.00	ACH			
		VENDOR TOTAL:			568.08					
VENDOR:	1945	SULLIVAN'S								
84021	10/03/23	11648 Supplies		10/18/23	107.55	.00	ACH			
		VENDOR TOTAL:			107.55					
VENDOR:	1997	SOUTHEASTERN TESTING LAB								
395460	10/04/23	11676 Testing		10/18/23	274.10	.00	ACH			
		VENDOR TOTAL:			274.10					
VENDOR:	2015	TEMPLE & SON CO., INC								
0234467	10/03/23	11603 Materials		10/18/23	16440.00	.00	ACH			
		VENDOR TOTAL:			16440.00					
VENDOR:	2026	TRANSARMOUR INC.								
3477	10/10/23	11571 Transformers		10/18/23	26500.00	.00	ACH			
3478	10/10/23	11702 Transformer Rebuilds		10/18/23	4525.00	.00	ACH			
		VENDOR TOTAL:			31025.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2032	TOWN SQUARE PUBLICATIONS								
254603	10/10/23	11700 Advertisement		10/18/23	2790.00	.00	CHK			
				VENDOR TOTAL:	2790.00					
VENDOR:	2116	UTILITECH								
2876	10/09/23	11587 Subscription		10/18/23	500.00	.00	ACH			
				VENDOR TOTAL:	500.00					
VENDOR:	2117	UTILITY MAINT SPECIALIST INC								
5246	10/04/23	11678 Substation Testing & Mainten		10/18/23	31493.50	.00	ACH			
5252	10/09/23	11696 Substation Testing & Mainten		10/18/23	5500.00	.00	ACH			
				VENDOR TOTAL:	36993.50					
VENDOR:	2118	BORDER STATES ELECTRIC								
927014821	10/03/23	11607 Materials		10/18/23	3515.05	.00	ACH			
927025226	10/03/23	11594 Materials		10/18/23	5240.00	.00	ACH			
				VENDOR TOTAL:	8755.05					
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.								
30019820	10/10/23	10905 Gas Cylinder Rentals		10/18/23	94.23	.00	ACH			
				VENDOR TOTAL:	94.23					
VENDOR:	2209	VERIZON CONNECT FLEET USA								
370000048280	10/04/23	11498 GPS Service		10/18/23	813.45	.00	CHK			
				VENDOR TOTAL:	813.45					
VENDOR:	2303	WATERMARK PRINTERS								
16036	10/04/23	11649 Supplies		10/18/23	201.00	.00	ACH			
				VENDOR TOTAL:	201.00					
VENDOR:	2306	WATERS TRUCK & TRACTOR INC								
01P129158	10/03/23	11663 Supplies		10/18/23	10.76	.00	ACH			
				VENDOR TOTAL:	10.76					

INVOICE	DATE	PO NBR	DESCRIPTION	MS	DEPT	OF	REVENUE	(TAGS)	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 99009732															
TK 70	VIN 676096	10/10/23	0	Vehicle tag Truck 71	VIN676	10/18/23	12.00		.00	CHK					
VENDOR TOTAL:										12.00					
GRAND TOTAL:										626578.66					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 6 MOMAR, INC.											
PSI520154	09/28/23	7920	Chemicals		10/18/23	317.57	.00	ACH			
					VENDOR TOTAL:	317.57					
VENDOR: 76 APAC MISSISSIPPI, INC.											
4000159757	10/03/23	6032	Asphalt		10/18/23	664.90	.00	ACH			
					VENDOR TOTAL:	664.90					
VENDOR: 116 AMAZON CAPITAL SERVICES											
1NJL-FTNM-TQ61	10/04/23	8038	Truck Accessories		10/18/23	65.97	.00	ACH			
					VENDOR TOTAL:	65.97					
VENDOR: 186 BRENNTAG MID-SOUTH											
BMS510320	09/28/23	7926	Chemicals		10/18/23	724.50	.00	ACH			
					VENDOR TOTAL:	724.50					
VENDOR: 189 CADENCE BANK-2012 BONDS											
11/01/23	10/10/23	0	2.6M GO Bond Payment		10/18/23	16904.52	.00	CHK			
					VENDOR TOTAL:	16904.52					
VENDOR: 194 AUTOZONE											
0426808698	09/28/23	7985	Maintenance		10/18/23	43.00	.00	ACH			
					VENDOR TOTAL:	43.00					
VENDOR: 202 BELL BUILDING SUPPLY											
385516	09/28/23	7990	Concrete		10/18/23	13.98	.00	ACH			
385623	09/29/23	8034	Tools		10/18/23	85.30	.00	ACH			
385750	10/05/23	8042	Concrete		10/18/23	27.96	.00	ACH			
385885	10/03/23	8047	Supplies		10/18/23	5.67	.00	ACH			
					VENDOR TOTAL:	132.91					
VENDOR: 220 CENTRAL PIPE SUPPLY											
S100343825.001	10/04/23	7911	Materials		10/18/23	9420.00	.00	ACH			
					VENDOR TOTAL:	9420.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAYD/VOID DATE	CHECK ACH SEQ
VENDOR:	303	C SPIRE								
SEPTEMBER 2023	10/04/23	7786 Phone Bill-31571838		10/18/23	371.63	.00	CHK			
VENDOR:	307	CITY OF STARKVILLE		VENDOR TOTAL:	371.63					
OCT 2023-SRL	10/10/23	0 State Revolving Loan Repay		10/18/23	25345.01	.00	ACH			
SEPT 2023-EXP	10/10/23	0 Due to City		10/18/23	4365.00	.00	ACH			
SEPT 2023-SALARY	10/10/23	0 Reimb City Salaries		10/18/23	11486.10	.00	ACH			
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY		VENDOR TOTAL:	41196.11					
3135046-000-000	10/09/23	7993 Materials		10/18/23	50.00	.00	ACH			
3135069-000-000	10/09/23	8036 Materials		10/18/23	1356.00	.00	ACH			
3135069-001-000	10/09/23	8036 Materials		10/18/23	1695.00	.00	ACH			
3135191-000-000	10/09/23	8068 Materials		10/18/23	3570.00	.00	ACH			
3135218-000-000	10/09/23	8069 Materials		10/18/23	2480.00	.00	ACH			
VENDOR:	368	CONTROL SYSTEMS, INC		VENDOR TOTAL:	9151.00					
S-1423	09/28/23	8032 Pump Repairs		10/18/23	2002.50	.00	ACH			
VENDOR:	496	EAST MISS LUMBER		VENDOR TOTAL:	2002.50					
16297	10/03/23	8048 Chemicals		10/18/23	70.74	.00	CHK			
16482	10/04/23	8052 Supplies		10/18/23	37.97	.00	CHK			
VENDOR:	605	FERGUSON ENTERPRISES LLC		VENDOR TOTAL:	108.71					
0791164	09/28/23	7692 Materials		10/18/23	5760.00	.00	ACH			
0799343	09/29/23	7953 Materials		10/18/23	5120.00	.00	ACH			
0800458	10/03/23	7992 Materials		10/18/23	1860.00	.00	ACH			
0800783	10/09/23	8040 Materials		10/18/23	1220.00	.00	ACH			
0800783-1	10/09/23	8040 Materials		10/18/23	1120.00	.00	ACH			
0800786	10/09/23	8041 Materials		10/18/23	2180.00	.00	ACH			
0801041	10/09/23	8040 Materials		10/18/23	486.00	.00	ACH			
0801049	10/09/23	8040 Materials		10/18/23	1120.00	.00	ACH			

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	620	G & C SUPPLY CO., INC.								
6923914	10/09/23	7922 Materials		10/18/23	1554.80	.00	ACH			
			VENDOR TOTAL:		1554.80					
VENDOR:	621	EMPIRE TRUCK SALES, LLC								
CE005106417:01	09/28/23	7995 Maintenance		10/18/23	60.84	.00	CHK			
CE005106541:01	10/09/23	8059 Maintenance		10/18/23	120.56	.00	CHK			
			VENDOR TOTAL:		181.40					
VENDOR:	637	FISHER SCIENTIFIC								
6421021	09/28/23	7943 Lab Supplies		10/18/23	508.95	.00	ACH			
			VENDOR TOTAL:		508.95					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
1018-186424	10/09/23	8078 Maintenance		10/18/23	25.50	.00	ACH			
			VENDOR TOTAL:		25.50					
VENDOR:	702	HACH								
13750541	09/29/23	7942 Lab Supplies		10/18/23	1739.81	.00	ACH			
13754607	09/29/23	7942 Lab Supplies		10/18/23	1166.90	.00	ACH			
			VENDOR TOTAL:		2906.71					
VENDOR:	821	H & H TRUCK & OUTDOOR								
CO-O-1015786-01	10/09/23	8035 Maintenance		10/18/23	2199.99	.00	CHK			
CO-O-1016794-01	10/09/23	8039 Maintenance		10/18/23	249.99	.00	CHK			
CO-O-1016835-01	10/09/23	8077 Supplies		10/18/23	149.95	.00	CHK			
			VENDOR TOTAL:		2599.93					
VENDOR:	825	H & H CONSTRUCTION & EXC LLC								
1460	10/09/23	8081 Water & Sewer Repairs		10/18/23	1380.00	.00	ACH			
1461	10/09/23	8082 Water & Sewer Repairs		10/18/23	1750.00	.00	ACH			
1462	10/09/23	8083 Water & Sewer Repairs		10/18/23	1800.00	.00	ACH			
1463	10/09/23	8084 Water & Sewer Repairs		10/18/23	2435.00	.00	ACH			
1464	10/09/23	8085 Water & Sewer Repairs		10/18/23	700.00	.00	ACH			
			VENDOR TOTAL:		8065.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:										
	942	ICM OF AMERICA, INC								
037690	10/04/23	7730 Safety Equipment		10/18/23	5702.00	.00	ACH			
038203	10/09/23	7980 Safety Supplies		10/18/23	2058.86	.00	ACH			
VENDOR TOTAL:					7760.86					
VENDOR:										
	1021	KIMBALL MIDWEST								
101485391	10/03/23	8031 Materials		10/18/23	307.05	.00	CHK			
VENDOR TOTAL:					307.05					
VENDOR:										
	1038	KORTERRA INC								
24061	10/09/23	8074 Supplies		10/18/23	2000.00	.00	CHK			
VENDOR TOTAL:					2000.00					
VENDOR:										
	1205	LOWE'S								
901111-LTRUTC	09/29/23	7999 Materials		10/18/23	30.20	.00	CHK			
901648-LVPCPJ	10/09/23	8072 Supplies		10/18/23	32.22	.00	CHK			
901654-LVPCPK	10/09/23	8080 Supplies		10/18/23	71.18	.00	CHK			
901841-LUBPOR	10/03/23	8044 Supplies		10/18/23	58.37	.00	CHK			
973565-LVGVA	10/09/23	8075 Tools & Supplies		10/18/23	307.70	.00	CHK			
988659LJFXLD	10/03/23	8043 Supplies		10/18/23	86.30	.00	CHK			
994915-LUOEAH	10/04/23	8064 Tools		10/18/23	103.08	.00	CHK			
997002-LUTAGZ	10/09/23	8055 Supplies		10/18/23	60.72	.00	CHK			
VENDOR TOTAL:					749.77					
VENDOR:										
	1302	MOCKBEE ELLIS, P.A.								
23825	10/04/23	7746 Legal Services		10/18/23	1181.25	.00	ACH			
VENDOR TOTAL:					1181.25					
VENDOR:										
	1329	NORTH CENTRAL LABORATORIES								
493352	09/29/23	7956 Lab Supplies		10/18/23	302.87	.00	ACH			
493496	10/04/23	7948 Lab Supplies		10/18/23	504.82	.00	ACH			
VENDOR TOTAL:					807.69					
VENDOR:										
	1341	MS DEVELOPMENT AUTHORITY								
11/01/23	10/10/23	0 CAP Loan Payments		10/18/23	27070.29	.00	CHK			
VENDOR TOTAL:					27070.29					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:										
933111	09/28/23	1525 OKTIBBEHA COUNTY COOP		10/18/23	209.60	.00	ACH			
935227	09/28/23	7959 Tools		10/18/23	135.18	.00	ACH			
935526	10/03/23	7987 Uniforms		10/18/23	132.15	.00	ACH			
935527	10/03/23	7994 Top Soil		10/18/23	35.00	.00	ACH			
935562	10/03/23	7994 Top Soil		10/18/23	140.00	.00	ACH			
935582	10/03/23	7998 Materials		10/18/23	83.93	.00	ACH			
935700	10/03/23	7994 Top Soil		10/18/23	70.00	.00	ACH			
937436	10/03/23	8051 Uniforms		10/18/23	396.78	.00	ACH			
VENDOR TOTAL:					1202.64					
VENDOR:										
0997-328107	09/28/23	1531 O'REILLY AUTO PARTS		10/18/23	22.99	.00	CHK			
0997-329333	10/04/23	7997 Maintenance		10/18/23	96.14	.00	CHK			
VENDOR TOTAL:					119.13					
VENDOR:										
1627	10/04/23	PROGRAPHICS		10/18/23	275.00	.00	ACH			
VENDOR TOTAL:					275.00					
VENDOR:										
1892	10/09/23	S&N AIROFLO INC		10/18/23	6000.00	.00	ACH			
VENDOR TOTAL:					6000.00					
VENDOR:										
1921	10/04/23	STAPLES BUSINESS CREDIT		10/18/23	73.18	.00	CHK			
VENDOR TOTAL:					73.18					
VENDOR:										
1937	09/28/23	SOUTHERN PIPE & SUPPLY		10/18/23	156.23	.00	ACH			
VENDOR TOTAL:					156.23					
VENDOR:										
1945	10/09/23	SULLIVAN'S OFFICE SUPPLY		10/18/23	31.65	.00	ACH			
VENDOR TOTAL:					31.65					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
SEPT 2023	10/10/23	0	TWVA Water Revenues		10/18/23	1759.70	.00	ACH			
VENDOR TOTAL:						1759.70					
VENDOR:											
169159984	10/04/23	8045	Truck Accessories		10/18/23	509.78	.00	ACH			
169218548	10/09/23	8050	Supplies		10/18/23	530.97	.00	ACH			
VENDOR TOTAL:						1040.75					
VENDOR:											
00024W1X6383	10/03/23	6043	Postage		10/18/23	491.88	.00	CHK			
VENDOR TOTAL:						491.88					
VENDOR:											
INV00142193	09/28/23	7979	Autoclave		10/18/23	6269.31	.00	ACH			
INV00147613	10/03/23	8033	Equipment		10/18/23	526.62	.00	ACH			
INV00152450	10/09/23	8058	Materials		10/18/23	181.15	.00	ACH			
VENDOR TOTAL:						6977.08					
VENDOR:											
1077454	10/03/23	6042	Testing		10/18/23	312.00	.00	ACH			
VENDOR TOTAL:						312.00					
VENDOR:											
23222	10/09/23	7975	Maintenance		10/18/23	700.00	.00	CHK			
VENDOR TOTAL:						700.00					
VENDOR:											
01P129158	09/28/23	7996	Supplies		10/18/23	10.76	.00	ACH			
01P129253	10/04/23	8037	Maintenance		10/18/23	1995.82	.00	ACH			
01P129353	10/04/23	0	Core Charge		10/18/23	350.00-	.00	ACH			
VENDOR TOTAL:						1656.58					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
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VENDOR: 99009732 MS DEPT OF REVENUE (TAGS)

TRK172	VINA16188	10/10/23	0 trk 172 vin# A16188		10/18/23	12.00	.00	CHK			
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VENDOR TOTAL: 12.00

GRAND TOTAL: 176496.34



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance and Admin

AGENDA DATE: 10-17-23

PAGE: 1 of 8

SUBJECT: Request approval of 2023 Municipal Compliance Questionnaire

AMOUNT & SOURCE OF FUNDING: N/A

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

**REQUESTING
DEPARTMENT:** Finance and Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

DEADLINE: 10/31/23

SUGGESTED MOTION:

MOVE APPROVAL OF THE 2023 MUNICIPAL COMPLIANCE QUESTIONNAIRE

Municipal Compliance Questionnaire

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

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

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

Information

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

1. Name and address of municipality:
City of Starkville
110 West Main Street, Starkville MS 39759
2. List the date and population of the latest official U.S. Census or most recent official census:
2020 census – 25,997 plus 2022 annexation area – 1,324 = 27,321
3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
See Attached (Appendix A)
4. Period of time covered by this questionnaire:

From: October 1, 2022
To: September 30, 2023
5. Expiration date of current elected officials' term: June 30, 2025

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2023

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

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) ___Y___
2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) ___Y___
3. Are municipal records open to the public? (Section 25-61-5) Y ___
4. Are meetings of the board open to the public? (Section 25-41-5) Y___
5. Are notices of special or recess meetings posted? (Section 25-41-13) Y

5. Are all required personnel covered by appropriate surety bonds?
 - Board or council members (Sec. 21-17-5) ___Y___
 - Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) ___Y___
 - Municipal clerk (Section 21-15-38) ___Y___
 - Deputy clerk (Section 21-15-23) ___Y___
 - Chief of police (Section 21-21-1) ___Y___
 - Deputy police (Section 45-5-9) (if hired under this law) ___NA___
7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) ___ Y___
8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) ___Y___
9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) ___Y___
10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) ___Y___
11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) ___Y___

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

PART II - Cash and Related Records

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

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

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

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

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) _____Y_____

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) _____Y_____

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) _____Y_____

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) _____Y_____

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) _____Y_____

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) _____Y_____

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) _____Y_____
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) _____Y_____
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) _____Y_____
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) _____Y_____
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) _____Y_____
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] _____Y_____
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) _____Y_____
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? _____Y_____
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) _____Y_____

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] _____Y_____
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] _____Y_____
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] _____Y_____
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) _____Y_____

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) ___Y___
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) ___Y___
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) ___Y___
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) ___Y___
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) ___Y___

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) ___Y___
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) ___Y___
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) ___NA___
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) ___Y___
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) ___Y___
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) ___Y___
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) ___Y___
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) ___Y___

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____ Y _____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____ Y _____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____ Y _____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____ Y _____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____ Y _____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____ Y _____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____ Y _____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	703 Greensboro St	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
Alderman Ward 3	Jeffrey Rupp	108 Oakmont Road	662-364-7021
Alderman Ward 4	Mike Brooks	106 Shotts Ave	662-418-8978
Alderman Ward 5	Hamp Beatty	112 St Charles Ave	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
City Attorney	Berk Huskison	215 N. 5th St Columbus, MS 39701	662-245-5134

**CITY OF
STARKVILLE, MS**

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2023

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: October 17, 2023
PAGE: 1 of 3

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-23

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING DEPARTMENT: Admin and Finance **DIRECTOR'S AUTHORIZATION:** Lesa Hardin

These are budget adjustments for the Fiscal Year ended 9/30/23.

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO
Webb Corban, Director of Finance
or Conner Carraway, Manager of Accounting & Finance

SUGGESTED MOTION:

Approval of Budget Adjustments for fiscal year 9-30-23.

City of Starkville
Budget Adjustments
October 17, 2023

Fund 001 - General Fund

Account	Description	Debit	Credit
001-110-501-200	Supplies - Court	500.00	
001-110-604-330	Postage / Communication - Court	750.00	
001-110-918-805	Equip & Software - Court		1,250.00
001-111-604-330	Communications - Youth Court	175.00	
001-120-501-200	Supplies - Mayors Office	100.00	
001-120-691-550	Misc Expenses / Advertising - Mayors Office		100.00
001-123-501-200	Supplies - IT	125.00	
001-123-620-370	Insurance - IT	2,500.00	
001-123-491-135	Workers' Compensation - IT		1,000.00
001-123-918-807	Phone System - IT		800.00
001-180-501-200	Supplies and Equipment - HR	325.00	
001-180-691-505	Personnel / Kronos System - HR	1,800.00	
001-180-480-133	Hospital Insurance - HR		1,825.00
001-192-630-403	Repairs to Building & Equipment - General Govern Bldg	5,750.00	
001-192-510-220	Supplies - General Govern Bldg & Plant		500.00
001-197-502-201	Software & Reference Material - Engineering	600.00	
001-197-600-308	Engineering Services - Engineering		600.00
001-201-604-330	Phones/Fax/Copiers/Communications - Police	17,000.00	
001-201-625-380	Utilities - Police	11,000.00	
001-201-915-809	New Vehicles - Police	1,000.00	
001-201-480-133	Hospital Insurance - Police		14,000.00
001-201-420-103	Officer Payroll		74,100.00
001-201-820-874	Prin/Interest - Vehicles	74,100.00	
001-201-525-231	Gas & Oil - Police		15,000.00
001-245-501-200	Supplies & Uniforms - Dispatch	300.00	
001-245-440-108	Part Time / Temporary - Dispatch		300.00
001-261-630-360	Vehicle Repairs & Maintenance - Fire	19,750.00	
001-261-630-300	Professional Svcs - Fire	400.00	
001-261-740-565	Fire Station Repairs		400.00
001-261-820-876	BankFirst 2022 Durango - Fire	3,455.00	
001-261-480-133	Hospital Insurance - Fire		10,500.00
001-301-630-360	Vehicle Repairs & Maintenance - Street	9,700.00	
001-301-565-272	Streets Signs & Paint - Street		9,700.00
001-600-901-812	Municipal Building Fund - Capital Projects	8,500.00	
001-600-721-813	Traffic & Street Light Maintenance - Capital Projects		5,000.00
001-000-222-020	Building Permits - Revenue		22,755.00

Fund 015 - Airport

015-505-525-233	Jet A Fuel Purchases	17,000.00	
015-505-620-370	Insurance	2,000.00	
015-505-720-801	Capital Improvements	2,500.00	
015-505-625-380	Utilities	2,050.00	
015-000-373-647	100LL AV Gas Sold		23,550.00

Fund 022 - Sanitation

022-322-820-877	Bankfirst 2022 Kubota Tractor	2,750.00	
022-322-918-805	Machinery/Equip/Dumpsters		2,750.00

Fund 306 - 2022 Local Improvement Project Fund

306-351-911-854	J L King Field Lighting Construction	59,375.00	
306-351-600-300	Professional Services - JL King		59,375.00

Fund 313 - Spring/Hwy 12 Linkage Tap

313-653-903-851	Spring/Hwy 12 Linkage Tap Match	54,300.00	
313-000-380-801	City Match	3,333.34	
313-000-238-133	Oktibbeha County Match		28,816.67
313-000-238-105	MSU Match		28,816.67

Fund 375 - Park and Rec Tourism

375-551-907-942	Existing Park Improvements	47,000.00	
375-000-260-084	Tourism Tax - 1%		47,000.00

Fund 700 - Stark/Hospital Road

700-300-501-200	Supplies	600.00	
700-300-600-300	Professional Services		600.00



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 10-17-2023
PAGE: 1 of 33

SUBJECT: Request acceptance of the September 2023 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 Connor Carraway Accounting Manager at Starkville Utilities

SUGGESTED MOTION:

Acceptance of the September 2023 financial statements of the City of Starkville, MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Department: 000 - UNDESIGNATED						
200 - TAXES	9,137,320.00	9,137,320.00	299,133.81	9,323,985.20	186,665.20	102.04 %
206 - LIEU OF TAXES	719,500.00	787,300.00	6,816.92	766,140.01	-21,159.99	97.31 %
220 - LICENSES AND PERMITS	243,750.00	365,850.00	45,369.73	488,053.29	122,203.29	133.40 %
230 - INTERGOVERNMENTAL REVENUES	11,722,489.00	12,086,480.00	1,088,393.53	11,598,267.69	-488,212.31	95.96 %
250 - GRANTS	190,134.00	261,419.00	12,130.35	202,966.33	-58,452.67	77.64 %
330 - FINES AND FORFEITS	587,000.00	587,000.00	49,991.00	824,886.43	237,886.43	140.53 %
340 - MISCELLANEOUS	438,677.00	848,141.00	73,250.55	952,130.63	103,989.63	112.26 %
360 - CHARGES FOR SERVICES	29,000.00	33,000.00	1,139.27	34,881.93	1,881.93	105.70 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,380,000.00	4,403,000.00	138,750.00	1,641,743.99	-2,761,256.01	37.29 %
631 - ODDFELLOWS	250.00	250.00	192.51	1,818.90	1,568.90	727.56 %
Department: 000 - UNDESIGNATED Total:	27,448,120.00	28,509,760.00	1,715,167.67	25,834,874.40	-2,674,885.60	90.62 %
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	215,420.00	215,420.00	22,010.80	214,274.23	1,145.77	99.47 %
600 - CONTRACTUAL SERVICES	15,250.00	15,250.00	474.47	14,864.37	385.63	97.47 %
Department: 100 - BOARD OF ALDERMEN Total:	230,670.00	230,670.00	22,485.27	229,138.60	1,531.40	99.34 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	392,737.00	392,737.00	46,770.41	371,534.13	21,202.87	94.60 %
500 - SUPPLIES	10,000.00	11,000.00	1,380.56	11,444.31	-444.31	104.04 %
600 - CONTRACTUAL SERVICES	26,000.00	25,000.00	2,473.02	25,722.68	-722.68	102.89 %
900 - CAPITAL OUTLAY	15,000.00	32,000.00	387.67	26,557.04	5,442.96	82.99 %
Department: 110 - MUNICIPAL COURT Total:	443,737.00	460,737.00	51,011.66	435,258.16	25,478.84	94.47 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	92,950.00	55,100.00	394.36	55,273.23	-173.23	100.31 %
Department: 111 - YOUTH COURT Total:	92,950.00	55,100.00	394.36	55,273.23	-173.23	100.31 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	179,830.00	179,830.00	20,134.62	179,347.49	482.51	99.73 %
500 - SUPPLIES	1,000.00	11,600.00	717.98	11,650.67	-50.67	100.44 %
600 - CONTRACTUAL SERVICES	92,050.00	102,025.00	17,778.65	93,396.73	8,628.27	91.54 %
Department: 120 - MAYORS OFFICE Total:	272,880.00	293,455.00	38,631.25	284,394.89	9,060.11	96.91 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	346,066.00	351,066.00	38,940.72	350,002.03	1,063.97	99.70 %
500 - SUPPLIES	500.00	500.00	164.81	620.59	-120.59	124.12 %
600 - CONTRACTUAL SERVICES	134,500.00	162,360.00	5,016.08	164,566.67	-2,206.67	101.36 %
900 - CAPITAL OUTLAY	95,000.00	115,485.00	2,973.00	114,634.08	850.92	99.26 %
Department: 123 - IT Total:	576,066.00	629,411.00	47,094.61	629,823.37	-412.37	100.07 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
Department: 130 - ELECTIONS Total:	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	445,946.00	430,446.00	48,973.03	422,053.08	8,392.92	98.05 %
500 - SUPPLIES	7,500.00	7,500.00	1,440.09	6,472.91	1,027.09	86.31 %
600 - CONTRACTUAL SERVICES	260,500.00	250,500.00	92,054.99	231,624.06	18,875.94	92.46 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	1,539.00	1,461.00	51.30 %
Department: 142 - CITY CLERKS OFFICE Total:	716,946.00	691,446.00	142,468.11	661,689.05	29,756.95	95.70 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	70,035.00	70,595.00	8,322.33	70,587.29	7.71	99.99 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 160 - ATTORNEY AND STAFF Total:	70,035.00	70,595.00	8,322.33	70,587.29	7.71	99.99 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	205,000.00	205,000.00	17,715.56	189,729.50	15,270.50	92.55 %
Department: 169 - LEGAL Total:	205,000.00	205,000.00	17,715.56	189,729.50	15,270.50	92.55 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	407,216.00	347,216.00	40,120.51	312,175.45	35,040.55	89.91 %
500 - SUPPLIES	2,500.00	3,600.00	2,687.55	3,902.40	-302.40	108.40 %
600 - CONTRACTUAL SERVICES	50,500.00	49,400.00	6,320.60	50,899.57	-1,499.57	103.04 %
Department: 180 - HUMAN RESOURCES Total:	460,216.00	400,216.00	49,128.66	366,977.42	33,238.58	91.69 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	185,579.00	185,579.00	20,507.42	178,296.13	7,282.87	96.08 %
500 - SUPPLIES	400.00	500.00	30.00	422.30	77.70	84.46 %
600 - CONTRACTUAL SERVICES	44,550.00	44,450.00	2,739.56	39,166.65	5,283.35	88.11 %
900 - CAPITAL OUTLAY	30,000.00	30,000.00	1,350.00	24,434.53	5,565.47	81.45 %
Department: 190 - CITY PLANNER Total:	260,529.00	260,529.00	24,626.98	242,319.61	18,209.39	93.01 %
Department: 191 - EXTERNAL SERVICE						
400 - PERSONNEL SERVICES	151,355.00	157,855.00	13,869.14	121,477.88	36,377.12	76.96 %
Department: 191 - EXTERNAL SERVICE Total:	151,355.00	157,855.00	13,869.14	121,477.88	36,377.12	76.96 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,500.00	5,500.00	289.89	4,949.47	550.53	89.99 %
600 - CONTRACTUAL SERVICES	90,500.00	111,000.00	12,235.67	116,684.66	-5,684.66	105.12 %
800 - DEBT SERVICE	3,586.00	3,586.00	896.50	3,586.00	0.00	100.00 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	99,586.00	120,086.00	13,422.06	125,220.13	-5,134.13	104.28 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	48,296.00	48,296.00	0.00	48,296.00	0.00	100.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	4,500.00	4,500.00	0.00	3,850.00	650.00	85.56 %
990 - TRANSFERS	642,833.00	643,608.00	0.00	643,603.86	4.14	100.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	695,629.00	696,404.00	0.00	695,749.86	654.14	99.91 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	23,300.00	23,300.00	1,400.00	17,042.92	6,257.08	73.15 %
631 - ODDFELLOWS	20,000.00	23,200.00	1,600.00	23,200.00	0.00	100.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	43,300.00	46,500.00	3,000.00	40,242.92	6,257.08	86.54 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	414,389.00	414,389.00	45,340.10	400,888.55	13,500.45	96.74 %
500 - SUPPLIES	8,700.00	8,700.00	3,257.35	9,296.99	-596.99	106.86 %
600 - CONTRACTUAL SERVICES	23,900.00	20,900.00	1,202.92	12,487.32	8,412.68	59.75 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	4,992.30	4,992.30	7.70	99.85 %
Department: 197 - ENGINEERING Total:	451,989.00	448,989.00	54,792.67	427,665.16	21,323.84	95.25 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	5,872,811.68	5,726,184.68	609,970.31	5,328,045.17	398,139.51	93.05 %
500 - SUPPLIES	526,000.00	526,000.00	57,333.55	509,559.30	16,440.70	96.87 %
600 - CONTRACTUAL SERVICES	608,350.00	608,350.00	52,560.51	635,471.79	-27,121.79	104.46 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	93,123.00	117,634.00	0.00	89,813.00	27,821.00	76.35 %
800 - DEBT SERVICE	146,964.00	146,964.00	74,007.42	220,971.42	-74,007.42	150.36 %
900 - CAPITAL OUTLAY	277,700.00	350,350.00	5,443.00	351,325.30	-975.30	100.28 %
Department: 201 - POLICE DEPARTMENT Total:	7,524,948.68	7,475,482.68	799,314.79	7,135,185.98	340,296.70	95.45 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	333,856.00	332,856.00	37,639.92	294,745.10	38,110.90	88.55 %
500 - SUPPLIES	0.00	1,000.00	429.74	1,274.65	-274.65	127.47 %
600 - CONTRACTUAL SERVICES	3,500.00	3,500.00	880.59	3,493.91	6.09	99.83 %
Department: 245 - DISPATCHERS Total:	337,356.00	337,356.00	38,950.25	299,513.66	37,842.34	88.78 %
Department: 246 - CODE ENFORCEMENT						
400 - PERSONNEL SERVICES	122,381.00	122,381.00	13,485.23	119,857.57	2,523.43	97.94 %
500 - SUPPLIES	2,950.00	3,700.00	278.97	3,503.12	196.88	94.68 %
600 - CONTRACTUAL SERVICES	5,000.00	9,120.00	204.38	8,038.29	1,081.71	88.14 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 246 - CODE ENFORCEMENT Total:	130,331.00	135,201.00	13,968.58	131,398.98	3,802.02	97.19 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	163,916.00	186,416.00	19,717.26	184,902.76	1,513.24	99.19 %
Department: 254 - DUI GRANT Total:	163,916.00	186,416.00	19,717.26	184,902.76	1,513.24	99.19 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	4,051,050.00	4,276,550.00	455,198.01	4,265,778.11	10,771.89	99.75 %
500 - SUPPLIES	117,750.00	122,750.00	8,464.78	121,896.58	853.42	99.30 %
600 - CONTRACTUAL SERVICES	272,500.00	279,211.00	38,622.05	299,337.88	-20,126.88	107.21 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	196,732.00	0.00	38,933.08	157,798.92	19.79 %
800 - DEBT SERVICE	126,935.00	126,955.00	3,454.80	130,406.35	-3,451.35	102.72 %
900 - CAPITAL OUTLAY	65,000.00	64,199.00	1,550.33	63,562.33	636.67	99.01 %
Department: 261 - FIRE DEPARTMENT Total:	4,633,235.00	5,066,397.00	507,289.97	4,919,914.33	146,482.67	97.11 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT						
400 - PERSONNEL SERVICES	289,977.00	261,977.00	30,557.28	247,922.19	14,054.81	94.64 %
500 - SUPPLIES	7,100.00	7,100.00	622.56	3,453.84	3,646.16	48.65 %
600 - CONTRACTUAL SERVICES	34,000.00	34,000.00	4,568.36	23,725.85	10,274.15	69.78 %
Department: 281 - BUILDING/COMMUNITY DEVELOPMENT Total:	331,077.00	303,077.00	35,748.20	275,101.88	27,975.12	90.77 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	18,000.00	19,000.00	414.41	18,792.65	207.35	98.91 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	18,000.00	19,000.00	414.41	18,792.65	207.35	98.91 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	1,045,441.00	973,441.00	103,503.76	934,536.52	38,904.48	96.00 %
500 - SUPPLIES	298,000.00	354,800.00	24,519.23	338,770.94	16,029.06	95.48 %
600 - CONTRACTUAL SERVICES	633,600.00	633,600.00	54,290.84	643,273.64	-9,673.64	101.53 %
800 - DEBT SERVICE	98,640.00	98,640.00	16,855.81	98,634.00	6.00	99.99 %
900 - CAPITAL OUTLAY	260,000.00	122,500.00	0.00	121,110.22	1,389.78	98.87 %
Department: 301 - STREET DEPARTMENT Total:	2,335,681.00	2,182,981.00	199,169.64	2,136,325.32	46,655.68	97.86 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	98,991.00	110,991.00	11,647.72	108,914.55	2,076.45	98.13 %
500 - SUPPLIES	7,000.00	7,000.00	1,423.78	5,188.53	1,811.47	74.12 %
600 - CONTRACTUAL SERVICES	7,300.00	7,300.00	1,496.20	6,011.71	1,288.29	82.35 %
Department: 360 - ANIMAL CONTROL Total:	113,291.00	125,291.00	14,567.70	120,114.79	5,176.21	95.87 %
Department: 550 - PARKS AND REC DEPARTMENT						
500 - SUPPLIES	0.00	50.00	0.00	45.20	4.80	90.40 %
600 - CONTRACTUAL SERVICES	1,523,950.00	1,813,950.00	155,950.62	1,811,424.25	2,525.75	99.86 %
800 - DEBT SERVICE	8,978.00	9,053.00	0.00	9,051.81	1.19	99.99 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,532,928.00	1,823,053.00	155,950.62	1,820,521.26	2,531.74	99.86 %
Department: 553 - P&R CORNERSTONE						
600 - CONTRACTUAL SERVICES	240,000.00	260,000.00	20,000.00	260,000.00	0.00	100.00 %
Department: 553 - P&R CORNERSTONE Total:	240,000.00	260,000.00	20,000.00	260,000.00	0.00	100.00 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	7,500.00	7,500.00	2,275.00	2,275.00	5,225.00	30.33 %
900 - CAPITAL OUTLAY	310,000.00	401,927.00	8,298.00	410,212.33	-8,285.33	102.06 %
Department: 600 - CAPITAL PROJECTS Total:	317,500.00	409,427.00	10,573.00	412,487.33	-3,060.33	100.75 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,547,893.43	2,744,893.43	813,662.50	2,726,658.79	18,234.64	99.34 %
Department: 800 - DEBT SERVICE Total:	2,547,893.43	2,744,893.43	813,662.50	2,726,658.79	18,234.64	99.34 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	2,448,074.89	2,423,691.89	0.00	0.00	2,423,691.89	0.00 %
950 - TRANSFERS	0.00	110,000.00	0.00	110,000.00	0.00	100.00 %
990 - TRANSFERS	0.00	137,500.00	0.00	137,500.00	0.00	100.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	2,448,074.89	2,671,191.89	0.00	247,500.00	2,423,691.89	9.27 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-1,401,121.91	570,909.60	570,909.60	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	10,000.00	14,087.00	1,475.00	17,194.55	3,107.55	122.06 %
Department: 000 - UNDESIGNATED Total:	10,000.00	14,087.00	1,475.00	17,194.55	3,107.55	122.06 %
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	7,500.00	11,587.00	0.00	11,368.98	218.02	98.12 %
600 - CONTRACTUAL SERVICES	2,500.00	2,500.00	0.00	677.76	1,822.24	27.11 %
Department: 251 - DRUG EDUCATION FUND Total:	10,000.00	14,087.00	0.00	12,046.74	2,040.26	85.52 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	1,475.00	5,147.81	5,147.81	0.00 %

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For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	159,200.00	159,200.00	157,383.40	157,383.40	-1,816.60	98.86 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	110,000.00	110,000.00	0.00	110,000.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	269,200.00	269,200.00	157,383.40	267,383.40	-1,816.60	99.33 %
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	2,000.00	2,030.00	0.00	2,025.48	4.52	99.78 %
800 - DEBT SERVICE	263,248.18	263,248.18	0.00	263,244.18	4.00	100.00 %
900 - CAPITAL OUTLAY	3,951.82	3,921.82	0.00	0.00	3,921.82	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	269,200.00	269,200.00	0.00	265,269.66	3,930.34	98.54 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	157,383.40	2,113.74	2,113.74	0.00 %

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For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	73,151.00	0.00	73,153.88	2.88	100.00 %
340 - MISCELLANEOUS	22,850.00	27,350.00	1,850.00	31,084.74	3,734.74	113.66 %
360 - CHARGES FOR SERVICES	687,350.00	949,570.00	132,439.84	1,142,595.55	193,025.55	120.33 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	750,000.00	750,000.00	0.00	0.00	-750,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,531,151.00	1,800,071.00	134,289.84	1,246,834.17	-553,236.83	69.27 %
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	252,134.00	252,134.00	28,635.78	241,038.80	11,095.20	95.60 %
500 - SUPPLIES	561,000.00	812,000.00	91,451.81	828,837.54	-16,837.54	102.07 %
600 - CONTRACTUAL SERVICES	116,350.00	124,500.00	19,416.61	128,546.82	-4,046.82	103.25 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	272,245.73	4,931.22	266,233.20	6,012.53	97.79 %
900 - CAPITAL OUTLAY	601,667.00	339,191.27	37,670.00	341,628.36	-2,437.09	100.72 %
Department: 505 - AIRPORT Total:	1,531,151.00	1,800,071.00	182,105.42	1,806,284.72	-6,213.72	100.35 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	-47,815.58	-559,450.55	-559,450.55	0.00 %

Budget Report
For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	23,000.00	1,123,991.41	19,380.38	775,217.35	-348,774.06	68.97 %
Department: 000 - UNDESIGNATED Total:	23,000.00	1,123,991.41	19,380.38	775,217.35	-348,774.06	68.97 %
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	0.00	179,122.00	0.00	0.00	179,122.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	23,000.00	944,869.41	83,693.26	849,613.84	95,255.57	89.92 %
Department: 515 - RESTRICTED PROJECTS Total:	23,000.00	1,123,991.41	83,693.26	849,613.84	274,377.57	75.59 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-64,312.88	-74,396.49	-74,396.49	0.00 %

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For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - ENVIRONMENTAL SERVICES						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	25,000.00	25,000.00	0.00	0.00	-25,000.00	0.00 %
340 - MISCELLANEOUS	3,075,000.00	3,081,300.00	300,646.60	3,091,454.88	10,154.88	100.33 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	205,000.00	235,992.00	0.00	121,378.00	-114,614.00	51.43 %
Department: 000 - UNDESIGNATED Total:	3,305,000.00	3,342,292.00	300,646.60	3,212,832.88	-129,459.12	96.13 %
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	1,816,278.00	1,816,278.00	174,727.45	1,693,003.18	123,274.82	93.21 %
500 - SUPPLIES	274,000.00	274,000.00	25,998.37	273,150.34	849.66	99.69 %
600 - CONTRACTUAL SERVICES	841,100.00	841,100.00	95,119.36	825,177.07	15,922.93	98.11 %
800 - DEBT SERVICE	322,294.00	359,586.00	43,409.50	362,311.13	-2,725.13	100.76 %
900 - CAPITAL OUTLAY	51,328.00	51,328.00	0.00	4,232.00	47,096.00	8.25 %
Department: 322 - SANITATION DEPARTMENT Total:	3,305,000.00	3,342,292.00	339,254.68	3,157,873.72	184,418.28	94.48 %
Fund: 022 - ENVIRONMENTAL SERVICES Surplus (Deficit):	0.00	0.00	-38,608.08	54,959.16	54,959.16	0.00 %

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For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	650,000.00	650,000.00	22,599.65	279,126.30	-370,873.70	42.94 %
Department: 000 - UNDESIGNATED Total:	650,000.00	650,000.00	22,599.65	279,126.30	-370,873.70	42.94 %
Department: 323 - LANDFILL						
600 - CONTRACTUAL SERVICES	250,000.00	250,000.00	0.00	287.33	249,712.67	0.11 %
900 - CAPITAL OUTLAY	400,000.00	400,000.00	0.00	0.00	400,000.00	0.00 %
Department: 323 - LANDFILL Total:	650,000.00	650,000.00	0.00	287.33	649,712.67	0.04 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	22,599.65	278,838.97	278,838.97	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 300 - CAPITAL PROJECTS FUND						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	137,500.00	0.00	137,500.00	0.00	100.00 %
900 - CAPITAL OUTLAY	0.00	105,350.00	0.00	0.00	105,350.00	0.00 %
990 - TRANSFERS	0.00	32,150.00	0.00	32,150.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Surplus (Deficit):	0.00	0.00	0.00	105,350.00	105,350.00	0.00 %
Fund: 300 - CAPITAL PROJECTS FUND Surplus (Deficit):	0.00	0.00	0.00	105,350.00	105,350.00	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	100,000.00	100,000.00	0.00	0.00	-100,000.00	0.00 %
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	100,000.00	100,000.00	2,367.20	24,064.41	75,935.59	24.06 %
Department: 600 - CAPITAL PROJECTS Total:	100,000.00	100,000.00	2,367.20	24,064.41	75,935.59	24.06 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-2,367.20	-24,064.41	-24,064.41	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	0.00	43,566.05	43,566.05	0.00 %
340 - MISCELLANEOUS	0.00	12,175.00	2,760.09	72,855.09	60,680.09	598.40 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	5,000,000.00	0.00	5,000,000.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	0.00	5,012,175.00	2,760.09	5,116,421.14	104,246.14	102.08 %
Department: 300 - STREET DEPARTMENT						
600 - CONTRACTUAL SERVICES	0.00	122,333.00	75.00	122,333.00	0.00	100.00 %
Department: 300 - STREET DEPARTMENT Total:	0.00	122,333.00	75.00	122,333.00	0.00	100.00 %
Department: 600 - CAPITAL PROJECTS						
900 - CAPITAL OUTLAY	0.00	4,889,842.00	0.00	3,007,040.11	1,882,801.89	61.50 %
Department: 600 - CAPITAL PROJECTS Total:	0.00	4,889,842.00	0.00	3,007,040.11	1,882,801.89	61.50 %
Fund: 305 - 2022 G.O. PUBLIC IMPROVEMENT BONDS Surplus (Defic..	0.00	0.00	2,685.09	1,987,048.03	1,987,048.03	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	133,340.20	0.00	133,340.20	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	0.00	133,340.20	0.00	133,340.20	0.00	100.00 %
Department: 350 - MAIN STREET						
230 - INTERGOVERNMENTAL REVENUES	1,250,000.00	0.00	0.00	0.00	0.00	0.00 %
600 - CONTRACTUAL SERVICES	1,250,000.00	0.00	0.00	0.00	0.00	0.00 %
Department: 350 - MAIN STREET Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %
Department: 351 - JL KING PARK						
230 - INTERGOVERNMENTAL REVENUES	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
600 - CONTRACTUAL SERVICES	250,000.00	138,470.00	0.00	6,923.58	131,546.42	5.00 %
900 - CAPITAL OUTLAY	0.00	111,530.00	59,375.00	170,905.00	-59,375.00	153.24 %
Department: 351 - JL KING PARK Surplus (Deficit):	0.00	0.00	-59,375.00	-177,828.58	-177,828.58	0.00 %
Department: 352 - NORTHSIDE DRIVE						
230 - INTERGOVERNMENTAL REVENUES	250,000.00	250,000.00	0.00	0.00	-250,000.00	0.00 %
600 - CONTRACTUAL SERVICES	250,000.00	322.31	0.00	322.31	0.00	100.00 %
900 - CAPITAL OUTLAY	0.00	383,017.89	39,531.35	381,639.81	1,378.08	99.64 %
Department: 352 - NORTHSIDE DRIVE Surplus (Deficit):	0.00	-133,340.20	-39,531.35	-381,962.12	-248,621.92	286.46 %
Fund: 306 - 2022 LOCAL IMPROVEMENTS PROJECT FUND Surplus (D...	0.00	0.00	-98,906.35	-426,450.50	-426,450.50	0.00 %

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For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 309 - AMERICAN RELIEF FUND						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	1,412,701.32	0.00	0.00	-1,412,701.32	0.00 %
340 - MISCELLANEOUS	0.00	0.00	1,028.07	162,072.66	162,072.66	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	6,264,048.26	6,264,048.26	0.00	0.00	-6,264,048.26	0.00 %
Department: 000 - UNDESIGNATED Total:	6,264,048.26	7,676,749.58	1,028.07	162,072.66	-7,514,676.92	2.11 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT						
600 - CONTRACTUAL SERVICES	6,264,048.26	5,211,591.58	0.00	0.00	5,211,591.58	0.00 %
900 - CAPITAL OUTLAY	0.00	2,465,158.00	532,924.17	1,517,047.58	948,110.42	61.54 %
Department: 316 - AMERICAN RECOVERY REINVESTMENT Total:	6,264,048.26	7,676,749.58	532,924.17	1,517,047.58	6,159,702.00	19.76 %
Fund: 309 - AMERICAN RELIEF FUND Surplus (Deficit):	0.00	0.00	-531,896.10	-1,354,974.92	-1,354,974.92	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 310 - LINKAGE TAP PROJECT						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	89,900.64	0.00	89,900.64	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	0.00	89,900.64	0.00	89,900.64	0.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	0.00	89,900.64	0.00	0.00	89,900.64	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	0.00	89,900.64	0.00	0.00	89,900.64	0.00 %
Fund: 310 - LINKAGE TAP PROJECT Surplus (Deficit):	0.00	0.00	0.00	89,900.64	89,900.64	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	0.00	0.00	2,400,000.00	2,400,000.00	2,400,000.00	0.00 %
340 - MISCELLANEOUS	0.00	0.00	1,437.52	13,235.23	13,235.23	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	1,331,810.00	0.00	0.00	-1,331,810.00	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	1,331,810.00	2,401,437.52	2,413,235.23	1,081,425.23	181.20 %
Department: 656 - MAIN STREET CORRIDOR						
600 - CONTRACTUAL SERVICES	0.00	800,000.00	15,015.00	366,412.51	433,587.49	45.80 %
900 - CAPITAL OUTLAY	0.00	531,810.00	0.00	0.00	531,810.00	0.00 %
Department: 656 - MAIN STREET CORRIDOR Total:	0.00	1,331,810.00	15,015.00	366,412.51	965,397.49	27.51 %
Fund: 311 - MAIN STREET CORRIDOR IMPROVEMENTS PROJECT Sur...	0.00	0.00	2,386,422.52	2,046,822.72	2,046,822.72	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023)						
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	0.00	0.00	3,829.38	257,036.41	-257,036.41	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	155,420.00	303,727.75	-303,727.75	0.00 %
Department: 551 - PARK & REC TOURISM Total:	0.00	0.00	159,249.38	560,764.16	-560,764.16	0.00 %
Fund: 312 - PARKS CAPITAL PROJECT FUND (2023) Total:	0.00	0.00	159,249.38	560,764.16	-560,764.16	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 313 - SPRING/HWY 12 LINKAGE TAP						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	32,150.00	0.00	32,150.00	0.00	100.00 %
Department: 000 - UNDESIGNATED Total:	0.00	32,150.00	0.00	32,150.00	0.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
900 - CAPITAL OUTLAY	0.00	32,150.00	64,191.67	86,450.00	-54,300.00	268.90 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	0.00	32,150.00	64,191.67	86,450.00	-54,300.00	268.90 %
Fund: 313 - SPRING/HWY 12 LINKAGE TAP Surplus (Deficit):	0.00	0.00	-64,191.67	-54,300.00	-54,300.00	0.00 %

Budget Report
For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	263.59	3,363.80	3,363.80	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	400,000.00	400,000.00	0.00	0.00	-400,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	400,000.00	400,000.00	263.59	3,363.80	-396,636.20	0.84 %
Department: 600 - CAPITAL PROJECTS						
900 - CAPITAL OUTLAY	400,000.00	266,659.80	19,445.55	116,778.79	149,881.01	43.79 %
Department: 600 - CAPITAL PROJECTS Total:	400,000.00	266,659.80	19,445.55	116,778.79	149,881.01	43.79 %
Department: 900 - INTERFUND TRANSACTIONS						
990 - TRANSFERS	0.00	133,340.20	0.00	133,340.20	0.00	100.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	0.00	133,340.20	0.00	133,340.20	0.00	100.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-19,181.96	-246,755.19	-246,755.19	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	2,450,000.00	2,740,500.00	206,370.96	2,854,318.19	113,818.19	104.15 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,600,000.00	3,600,000.00	0.00	0.00	-3,600,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	6,050,000.00	6,340,500.00	206,370.96	2,854,318.19	-3,486,181.81	45.02 %
Department: 551 - PARK & REC TOURISM						
375 - PARKS BOND 2020	0.00	355,698.00	50,925.00	402,501.15	-46,803.15	113.16 %
600 - CONTRACTUAL SERVICES	0.00	195,500.00	15,464.00	195,464.00	36.00	99.98 %
800 - DEBT SERVICE	1,486,420.00	1,378,795.00	0.00	1,346,263.05	32,531.95	97.64 %
900 - CAPITAL OUTLAY	4,323,580.00	4,150,507.00	1,165,026.31	1,968,954.44	2,181,552.56	47.44 %
950 - TRANSFERS	240,000.00	260,000.00	20,000.00	260,000.00	0.00	100.00 %
Department: 551 - PARK & REC TOURISM Total:	6,050,000.00	6,340,500.00	1,251,415.31	4,173,182.64	2,167,317.36	65.82 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	-1,045,044.35	-1,318,864.45	-1,318,864.45	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	6,500,500.00	6,500,500.00	179,674.26	735,085.76	-5,765,414.24	11.31 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	0.00	300,000.00	300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	6,500,500.00	6,500,500.00	179,674.26	1,035,085.76	-5,465,414.24	15.92 %
Department: 318 - MS182/MLK						
500 - SUPPLIES	500.00	500.00	0.00	0.00	500.00	0.00 %
600 - CONTRACTUAL SERVICES	500,000.00	500,000.00	3,723.75	82,484.60	417,515.40	16.50 %
900 - CAPITAL OUTLAY	6,000,000.00	6,000,000.00	0.00	910,524.85	5,089,475.15	15.18 %
Department: 318 - MS182/MLK Total:	6,500,500.00	6,500,500.00	3,723.75	993,009.45	5,507,490.55	15.28 %
Fund: 377 - BUILD GRANT MS 182 / MLK CORRIDOR Surplus (Deficit):	0.00	0.00	175,950.51	42,076.31	42,076.31	0.00 %

Budget Report
For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 380 - PARK BONDS 2020						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,000.00	11,500.00	0.00	13,610.25	2,110.25	118.35 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	6,463,655.33	7,099,704.87	1,165,026.31	1,968,954.44	-5,130,750.43	27.73 %
Department: 000 - UNDESIGNATED Total:	6,465,655.33	7,111,204.87	1,165,026.31	1,982,564.69	-5,128,640.18	27.88 %
Department: 551 - PARK & REC TOURISM						
600 - CONTRACTUAL SERVICES	0.00	124,707.00	10,000.00	94,922.10	29,784.90	76.12 %
900 - CAPITAL OUTLAY	6,465,655.33	6,986,497.87	1,163,055.03	6,381,909.99	604,587.88	91.35 %
Department: 551 - PARK & REC TOURISM Total:	6,465,655.33	7,111,204.87	1,173,055.03	6,476,832.09	634,372.78	91.08 %
Fund: 380 - PARK BONDS 2020 Surplus (Deficit):	0.00	0.00	-8,028.72	-4,494,267.40	-4,494,267.40	0.00 %

Budget Report

For Fiscal: 2022-2023 Period Ending: 09/30/2023

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	1,500.00	1,500.00	1,581.33	15,670.12	14,170.12	1,044.67 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	1,500,676.20	1,500,676.20	0.00	0.00	-1,500,676.20	0.00 %
Department: 000 - UNDESIGNATED Total:	1,502,176.20	1,502,176.20	1,581.33	15,670.12	-1,486,506.08	1.04 %
Department: 300 - STREET DEPARTMENT						
500 - SUPPLIES	0.00	0.00	0.00	575.94	-575.94	0.00 %
600 - CONTRACTUAL SERVICES	1,502,176.20	1,502,176.20	32,806.50	222,935.00	1,279,241.20	14.84 %
Department: 300 - STREET DEPARTMENT Total:	1,502,176.20	1,502,176.20	32,806.50	223,510.94	1,278,665.26	14.88 %
Fund: 700 - STARK/HOSPITAL ROAD EXPANSION Surplus (Deficit):	0.00	0.00	-31,225.17	-207,840.82	-207,840.82	0.00 %
Report Surplus (Deficit):	0.00	0.00	-765,433.18	-4,138,961.91	-4,138,961.91	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	-1,401,121.91	570,909.60	570,909.60
002 - RESTRICTED POLICE FUND	0.00	0.00	1,475.00	5,147.81	5,147.81
003 - RESTRICTED FIRE FUND	0.00	0.00	157,383.40	2,113.74	2,113.74
015 - AIRPORT FUND	0.00	0.00	-47,815.58	-559,450.55	-559,450.55
016 - RESTRICTED AIRPORT	0.00	0.00	-64,312.88	-74,396.49	-74,396.49
022 - ENVIRONMENTAL SERVICES	0.00	0.00	-38,608.08	54,959.16	54,959.16
023 - LANDFILL ACCOUNT	0.00	0.00	22,599.65	278,838.97	278,838.97
300 - CAPITAL PROJECTS FUND	0.00	0.00	0.00	105,350.00	105,350.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	-2,367.20	-24,064.41	-24,064.41
305 - 2022 G.O. PUBLIC IMPROVEMENT	0.00	0.00	2,685.09	1,987,048.03	1,987,048.03
306 - 2022 LOCAL IMPROVEMENT	0.00	0.00	-98,906.35	-426,450.50	-426,450.50
309 - AMERICAN RELIEF FUND	0.00	0.00	-531,896.10	-1,354,974.92	-1,354,974.92
310 - LINKAGE TAP PROJECT	0.00	0.00	0.00	89,900.64	89,900.64
311 - MAIN STREET CORRIDOR IMI	0.00	0.00	2,386,422.52	2,046,822.72	2,046,822.72
312 - PARKS CAPITAL PROJECT FUND	0.00	0.00	-159,249.38	-560,764.16	-560,764.16
313 - SPRING/HWY 12 LINKAGE TAP	0.00	0.00	-64,191.67	-54,300.00	-54,300.00
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-19,181.96	-246,755.19	-246,755.19
375 - PARK AND REC TOURISM	0.00	0.00	-1,045,044.35	-1,318,864.45	-1,318,864.45
377 - BUILD GRANT MS 182 / MLK	0.00	0.00	175,950.51	42,076.31	42,076.31
380 - PARK BONDS 2020	0.00	0.00	-8,028.72	-4,494,267.40	-4,494,267.40
700 - STARK/HOSPITAL ROAD EXPENSE	0.00	0.00	-31,225.17	-207,840.82	-207,840.82
Report Surplus (Deficit):	0.00	0.00	-765,433.18	-4,138,961.91	-4,138,961.91

SEPTEMBER 2023

END OF MONTH REPORTS

PRESENTED TO:

THE CITY OF STARKVILLE



THE SPORTS FACILITIES
COMPANIES

FY 22-23

	CSP SFM	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Revenue/Expenses Estimated EOY	Remaining Funding	Remaining Balance Percent
	Original Budget	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual			
40000 REVENUE																
40100 Local Programming																
40110 Camps/Clinics/Class (Youth, Adult)	\$ 60,000.00													\$ -	\$ 60,000.00	100.00%
40120 Lessons (Fitness)	\$ 3,000.00													\$ -	\$ 3,000.00	0.00%
40130 Leagues (Youth and Adult)	\$ 201,000.00	\$ 26,182.50	\$ 910.00	\$ 195.00	\$ 43,640.00	\$ 51,080.00	\$ 2,525.00	\$ 1,605.00	\$ 15,380.00	\$ 18,265.00	\$ 10,395.00	\$ 31,955.00	\$ 4,365.00	\$ 206,497.50	\$ (5,497.50)	-2.74%
40140 Programs (Youth and Adult - Non Athletic Activities)	\$ 5,000.00													\$ -	\$ 5,000.00	100.00%
40150 Internal Tournaments (Youth and Adult)	\$ 25,000.00													\$ -	\$ 25,000.00	100.00%
40160 Internal Events (Special Events)	\$ 10,000.00													\$ -	\$ 10,000.00	100.00%
40199 Total Local Programming	\$ 304,000.00	\$ 26,182.50	\$ 910.00	\$ 195.00	\$ 43,640.00	\$ 51,080.00	\$ 2,525.00	\$ 1,605.00	\$ 15,380.00	\$ 18,265.00	\$ 10,395.00	\$ 31,955.00	\$ 4,365.00	\$ 206,497.50	\$ 97,502.50	32%
40200 Memberships - Aquatics																
40240 Day Pass	\$ 8,500.00									\$ 4,994.25	\$ 4,795.00	\$ 2,132.37	\$ 129.00	\$ 12,050.62	\$ (3,550.62)	-42%
40250 Season Pass	\$ 8,500.00								\$ 1,500.00	\$ 2,050.00	\$ (600.00)			\$ 2,950.00	\$ 5,550.00	65%
40299 Total memberships	\$ 17,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 7,044.25	\$ 4,195.00	\$ 2,132.37	\$ 129.00	\$ 15,000.62	\$ 1,999.38	12%
40300 Facility Rentals - Pavilion/Fields/Courts/Rooms																
40310 Facility Rentals	\$ 75,000.00	\$ 7,347.50	\$ 6,575.00	\$ 5,020.00	\$ 5,910.00	\$ 8,180.00	\$ 9,600.00	\$ 4,340.00	\$ 4,910.00	\$ 11,572.00	\$ 5,855.00	\$ 3,910.00	\$ 4,037.50	\$ 77,257.00	\$ (2,257.00)	-3%
40399 Total Facility Rentals	\$ 75,000.00	\$ 7,347.50	\$ 6,575.00	\$ 5,020.00	\$ 5,910.00	\$ 8,180.00	\$ 9,600.00	\$ 4,340.00	\$ 4,910.00	\$ 11,572.00	\$ 5,855.00	\$ 3,910.00	\$ 4,037.50	\$ 77,257.00	\$ (2,257.00)	-3%
40400 Events & Tournaments - Econ Impact Activities																
40410 Gate/Ticketing/Admissions	\$ 17,500.00	\$ 620.00		\$ 785.00									\$ 1,295.00	\$ 2,700.00	\$ 14,800.00	85%
40420 Hotel Rebates	\$ 90,000.00													\$ -	\$ 90,000.00	100%
40430 License/Facility Fee	\$ 35,000.00				\$ (2,200.00)	\$ 2,200.00	\$ 420.00	\$ 320.00	\$ 320.00	\$ 100.00		\$ 920.00	\$ 2,820.00	\$ 4,900.00	\$ 30,100.00	86%
40440 Registrations	\$ 17,500.00													\$ -	\$ 17,500.00	100%
40499 Total Events & Tournaments	\$ 160,000.00	\$ 620.00	\$ -	\$ 785.00	\$ (2,200.00)	\$ 2,200.00	\$ 420.00	\$ 320.00	\$ 320.00	\$ 100.00	\$ -	\$ 920.00	\$ 4,115.00	\$ 7,600.00	\$ 152,400.00	95%
40500 Family Entertainment Center																
40600 Food and Beverage																
40610 Concessions	\$ 300,000.00	\$ 5,442.79	\$ 942.64	\$ 510.48	\$ 4,069.45	\$ 3,278.48	\$ 3,893.62	\$ 10,471.30	\$ 12,286.86	\$ 22,234.32	\$ 6,533.48	\$ 7,589.83	\$ 13,088.81	\$ 90,342.06	\$ 209,657.94	70%
40650 Vending	\$ 1,200.00	\$ 107.70	\$ 211.02	\$ 58.85	\$ 163.49	\$ 154.43	\$ 91.93	\$ 174.08	\$ 145.44	\$ 25.38	\$ 90.44	\$ 136.80	\$ 103.65	\$ 1,463.21	\$ (263.21)	-22%
40660 Outsources/3rd Party Vendor	\$ 1,500.00													\$ -	\$ 1,500.00	100%
40699 Total Food and Beverage	\$ 302,700.00	\$ 5,550.49	\$ 1,153.66	\$ 569.33	\$ 4,232.94	\$ 3,432.91	\$ 3,985.55	\$ 10,645.38	\$ 12,432.30	\$ 22,259.70	\$ 6,623.92	\$ 7,726.63	\$ 13,192.46	\$ 91,805.27	\$ 210,894.73	70%
40700 Pro/Merch Shop																
40710 Sales	\$ 10,000.00				\$ 10.00	\$ 20.00	\$ 55.00						\$ 300.00	\$ 385.00	\$ 9,615.00	96%
40799 Total Pro/Merch Shop	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ 20.00	\$ 55.00	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 385.00	\$ 9,615.00	96%
40800 Other Revenues																
40810 Sponsorship/Advertising - Facility - (Fields/courts)	\$ 182,500.00	\$ 37,500.00	\$ 20,000.00		\$ 15,000.00									\$ 72,500.00	\$ 110,000.00	60%
40811 Sponsorship - Team/Individual - Athletic Teams for PNR	\$ 60,000.00	\$ 3,000.00	\$ 3,250.00	\$ 2,750.00	\$ 3,500.00	\$ 3,000.00	\$ 4,950.00	\$ 2,255.00			\$ 750.00	\$ 4,400.00	\$ 4,750.00	\$ 32,605.00	\$ 27,395.00	46%
40820 Naming Rights - entire venue	\$ -								\$ 7,000.00					\$ 7,000.00	\$ (7,000.00)	0%
40830 Trade	\$ 60,000.00							\$ (855.00)						\$ (855.00)	\$ 60,855.00	101%
40840 Tenant Rentals - (Needmoore Center)	\$ -													\$ -	\$ -	0%
40899 Total Other Revenues	\$ 302,500.00	\$ 40,500.00	\$ 23,250.00	\$ 2,750.00	\$ 18,500.00	\$ 3,000.00	\$ 4,950.00	\$ 1,400.00	\$ 7,000.00	\$ -	\$ 750.00	\$ 4,400.00	\$ 4,750.00	\$ 111,250.00	\$ 191,250.00	63%
49999 Total Revenues	\$ 1,171,200.00	\$ 80,200.49	\$ 31,888.66	\$ 9,319.33	\$ 70,082.94	\$ 67,902.91	\$ 21,500.55	\$ 18,365.38	\$ 41,542.30	\$ 59,240.95	\$ 27,818.92	\$ 51,044.00	\$ 30,888.96	\$ 509,795.39	\$ 661,404.61	56%
50000 COST OF GOODS SOLD																
50100 Local Programming																
50110 Camps/Clinics/Class	\$ 20,000.00													\$ -	\$ 20,000.00	100%
50120 Lessons	\$ 20,000.00			\$ 423.50										\$ 423.50	\$ 19,576.50	98%
50130 Leagues	\$ 100,000.00	\$ 1,660.81	\$ 3,357.88	\$ 4,688.77	\$ 9,411.50	\$ 7,326.64	\$ 14,258.13	\$ 20,306.01	\$ 16,069.95	\$ 3,821.47	\$ 10,173.21	\$ 10,938.57	\$ 10,222.00	\$ 112,234.94	\$ (12,234.94)	-12%
50140 Programs	\$ 25,000.00						\$ 179.72							\$ 179.72	\$ 24,820.28	99%
50150 Internal Tournaments	\$ 10,000.00													\$ -	\$ 10,000.00	100%
50180 Private Training	\$ -									\$ 6,000.00				\$ 6,000.00	\$ (6,000.00)	0%
50199 Total Local Programming	\$ 175,000.00	\$ 1,660.81	\$ 3,357.88	\$ 5,112.27	\$ 9,411.50	\$ 7,326.64	\$ 14,437.85	\$ 20,306.01	\$ 16,069.95	\$ 9,821.47	\$ 10,173.21	\$ 10,938.57	\$ 10,222.00	\$ 118,838.16	\$ 56,161.84	32%
50200 Memberships (pool)																
50210 Membership Cost	\$ 5,000.00				\$ (536.27)				\$ 2,947.62	\$ 694.48	\$ 1,068.53			\$ 4,174.36	\$ 825.64	17%
50299 Total memberships	\$ 5,000.00	\$ -	\$ -	\$ -	\$ (536.27)	\$ -	\$ -	\$ -	\$ 2,947.62	\$ 694.48	\$ 1,068.53	\$ -	\$ -	\$ 4,174.36	\$ 825.64	17%
50300 Facility Rentals																
50310 Facility Rental	\$ 1,500.00				\$ 725.00			\$ 111.24				\$ 66.70		\$ 902.94	\$ 597.06	40%
50399 Total Facility Rentals	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 725.00	\$ -	\$ -	\$ 111.24	\$ -	\$ -	\$ -	\$ 66.70	\$ -	\$ 902.94	\$ 597.06	40%
50400 Events & Tournaments																
50410 Events & Tournaments	\$ 30,000.00										\$ 6,335.77	\$ 679.05	\$ 642.00	\$ 7,656.82	\$ 22,343.18	74%
50499 Total Events & Tournaments	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,335.77	\$ 679.05	\$ 642.00	\$ 7,656.82	\$ 22,343.18	74%
50500 Family Entertainment Center																
50600 Food and Beverage																
50610 Concessions	\$ 120,000.00	\$ 224.14	\$ 20.07	\$ 1,230.58	\$ 2,804.86	\$ 1,988.61	\$ 2,489.00	\$ 8,458.19	\$ 9,722.49	\$ 21,176.90	\$ 14,096.70	\$ 3,800.96	\$ 22,024.15	\$ 88,036.65	\$ 31,963.35	27%
50650 Vending	\$ 1,000.00													\$ -	\$ 1,000.00	100%
50660 Outsources/3rd Party Vendor	\$ 600.00													\$ -	\$ 600.00	100%
50699 Total Food and Beverage	\$ 121,600.00	\$ 224.14	\$ 20.07	\$ 1,230.58	\$ 2,804.86	\$ 1,988.61	\$ 2,489.00	\$ 8,458.19	\$ 9,722.49	\$ 21,176.90	\$ 14,096.70	\$ 3,800.96	\$ 22,024.15	\$ 88,036.65	\$ 33,563.35	28%
50700 Pro/Merch Shop																
50710 Sales	\$ 5,000.00													\$ -	\$ 5,000.00	100%
50799 Total Pro/Merch Shop	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	100%
50800 Other Revenues																
50810 Sponsorship/Advertising - Facility	\$ 50,000.00		\$ 29.32	\$ 1,029.10	\$ 87.09	\$ 740.00	\$ 98.00	\$ 98.00	\$ 1,248.00		\$ 8,436.03			\$ 11,765.54	\$ 38,234.46	76%
50811 Sponsorship - Team/Individual	\$ 5,000.00				\$ 1,378.73						\$ 2,700.00			\$ 4,078.73	\$ 921.27	18%
50830 Trade	\$ -				\$ (500.00)									\$ (500.00)	\$ 500.00	0%

FY 22-23

	CSP SFM	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Revenue/Expenses	Remaining	Remaining	
	Original Budget	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Estimated EOY	Funding	Balance Percent	
50899 Total Other Revenues	\$ 55,000.00	\$ -	\$ 29.32	\$ 1,029.10	\$ 965.82	\$ 740.00	\$ 98.00	\$ 98.00	\$ 1,248.00	\$ -	\$ 11,136.03	\$ -	\$ -	\$ 15,344.27	\$ 39,655.73	72%	
50900 Labor																	
50910 Staff - (1099 Event/ref's)	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00	100%	
50999 Labor	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00	100%	
59999 Total COGS	\$ 453,100.00	\$ 1,884.95	\$ 3,407.27	\$ 7,371.95	\$ 13,370.91	\$ 10,055.25	\$ 17,024.85	\$ 28,973.44	\$ 29,988.06	\$ 31,692.85	\$ 42,810.24	\$ 15,485.28	\$ 32,888.15	\$ 234,953.20	\$ 218,146.80	48%	
Gross Profit	\$ 718,100.00	\$ 78,315.54	\$ 28,481.39	\$ 1,947.38	\$ 56,712.03	\$ 57,847.66	\$ 4,475.70	\$ (10,608.06)	\$ 11,554.24	\$ 27,548.10	\$ (14,991.32)	\$ 35,558.72	\$ (1,999.19)	\$ 274,842.19	\$ 443,257.81	62%	
60000 EXPENSES																	
60100 Advertising / Marketing																	
60110 Website	\$ 5,000.00													\$ -	\$ 5,000.00	100%	
60120 Assets	\$ 7,500.00			\$ 94.40	\$ 1,102.89		\$ 129.44			\$ 240.00				\$ 1,566.73	\$ 5,933.27	79%	
60130 Advertising	\$ 47,500.00	\$ 47.08			\$ 1,500.00				\$ 250.78	\$ 24.56	\$ 36.95		\$ 289.64	\$ 2,149.01	\$ 45,350.99	95%	
60140 Dues & Subscriptions	\$ -	\$ 121.89	\$ 151.88	\$ 121.93		\$ 29.99	\$ 29.99				\$ 113.08	\$ 98.00	\$ 550.94	\$ 1,217.70	\$ (1,217.70)	0%	
60150 Business Development	\$ 15,000.00	\$ 708.90	\$ 44.44	\$ 855.67	\$ 90.65	\$ 280.16	\$ 1,583.18	\$ 106.79	\$ 6,750.00	\$ 152.94	\$ 32,534.65	\$ 70.00	\$ 601.00	\$ 43,778.38	\$ (28,778.38)	-192%	
60199 Total Advertising/Marketing	\$ 75,000.00	\$ 877.87	\$ 196.32	\$ 1,072.00	\$ 2,693.54	\$ 310.15	\$ 1,742.61	\$ 106.79	\$ 7,000.78	\$ 417.50	\$ 32,684.68	\$ 168.00	\$ 1,441.58	\$ 48,711.82	\$ 26,288.18	35%	
60200 Bank & Other Service Charges																	
60210 Bank Service Fee	\$ 10,000.00	\$ 35.00	\$ 20.00	\$ 37.39	\$ 56.00	\$ 26.00	\$ 11.71	\$ 20.00	\$ 20.00	\$ 20.00	\$ 34.00	\$ 20.00	\$ 20.00	\$ 320.10	\$ 9,679.90	97%	
60230 Check printing Expense	\$ 500.00	\$ 78.06			\$ 189.89							\$ 149.94		\$ 417.89	\$ 82.11	16%	
60240 Collection Fee	\$ 500.00													\$ -	\$ 500.00	100%	
60250 Credit Card/Merchant Fees	\$ 10,000.00	\$ 85.00	\$ (1,704.57)	\$ 770.82	\$ 376.91	\$ 796.29	\$ 1,909.67	\$ 521.37	\$ 666.36	\$ 970.94	\$ 1,193.44	\$ 816.29	\$ 1,482.70	\$ 7,885.22	\$ 2,114.78	21%	
60270 Over/Short	\$ -	\$ 1.08	\$ 34.00	\$ (9.90)	\$ (26.07)	\$ 10.40	\$ (7.85)	\$ (21.31)	\$ (25.97)	\$ (198.73)	\$ (99.24)	\$ 61.10	\$ (53.90)	\$ (355.49)	\$ 355.49	0%	
60299 Total Bank & Other Service Charges	\$ 21,000.00	\$ 199.14	\$ (1,670.57)	\$ 799.21	\$ 596.73	\$ 832.69	\$ 1,913.53	\$ 520.06	\$ 660.39	\$ 792.21	\$ 1,128.20	\$ 1,047.33	\$ 1,448.80	\$ 8,267.72	\$ 12,732.28	61%	
60300 General Office Expenses																	
60310 Business Licenses and Permits	\$ 7,500.00			\$ 39.00	\$ 641.87							\$ -		\$ 680.87	\$ 6,819.13	91%	
60315 Decorations - Office/Building	\$ 4,000.00	\$ 20.01	\$ 814.01	\$ 105.33	\$ 99.29	\$ 81.74	\$ 68.43	\$ 401.22				\$ -		\$ 1,590.01	\$ 2,409.97	60%	
60320 Dues and Subscriptions	\$ 2,500.00	\$ 707.58	\$ 115.58	\$ 62.57	\$ 1,019.58	\$ 146.34	\$ 2,148.40			\$ 112.23	\$ 10,819.00	\$ 1,178.00	\$ (8,652.64)	\$ 7,719.21	\$ (5,219.21)	-209%	
60325 Employee Training & Continued Education	\$ 8,800.00	\$ 430.92			\$ 2,063.64		\$ 267.45							\$ 2,762.01	\$ 6,037.99	69%	
60330 Employee Uniform	\$ 10,000.00	\$ 1,300.01	\$ 1,183.07	\$ 518.02	\$ 394.00	\$ 128.40	\$ 381.01	\$ 207.05	\$ 538.27					\$ 3,011.00	\$ 7,660.83	2,339.17	23%
60335 IT & Office Equipment	\$ 4,000.00	\$ 92.49		\$ 29.94	\$ 4,577.05	\$ 15.40	\$ 4,430.57	\$ 244.81	\$ 606.96	\$ 3,233.01		\$ 823.21		\$ 14,054.44	\$ (10,053.44)	-251%	
60340 Meals & Entertainment	\$ 5,000.00	\$ 329.06	\$ 345.51	\$ 60.12	\$ 523.25		\$ 353.64	\$ 219.76	\$ 124.67	\$ 262.10	\$ 98.30	\$ 207.79	\$ 434.67	\$ 2,958.87	\$ 2,041.13	41%	
60345 Office Printing & Equipment	\$ 4,000.00		\$ 79.99	\$ 177.87	\$ 40.65		\$ 957.13	\$ 289.28				\$ 2,166.71		\$ 3,711.63	\$ 288.37	7%	
60350 Office Supplies	\$ 7,500.00	\$ 830.19	\$ 808.16	\$ 174.97	\$ 1,094.34	\$ 752.44	\$ 1,833.27	\$ 125.88	\$ 83.42	\$ 495.01	\$ 64.16	\$ 128.90	\$ 437.16	\$ 6,827.90	\$ 672.10	9%	
60360 POS Software & Equipment	\$ -	\$ 868.26	\$ 947.87	\$ 611.71	\$ 611.71	\$ 611.71	\$ 7,043.30	\$ 611.71	\$ 611.71	\$ 611.71	\$ 611.71	\$ 611.71	\$ 611.71	\$ 14,364.82	\$ (14,364.82)	0%	
60365 Postage & Delivery	\$ 750.00	\$ -	\$ 120.00			\$ 126.00	\$ 35.00	\$ 116.82				\$ 28.75	\$ 164.05	\$ 590.62	\$ 159.38	21%	
60370 Travel	\$ 17,500.00	\$ 1,260.17	\$ 1,888.67	\$ 2,770.94	\$ 3,604.07	\$ 97.50	\$ 2,315.17	\$ 1,288.12				\$ 241.00	\$ 347.44	\$ 420.91	\$ 14,033.99	\$ 3,466.01	20%
60399 Total General Office Expenses	\$ 71,500.00	\$ 5,838.69	\$ 6,302.86	\$ 4,550.47	\$ 13,712.44	\$ 2,832.77	\$ 17,563.86	\$ 5,920.50	\$ 1,965.03	\$ 4,714.06	\$ 11,834.17	\$ 8,303.51	\$ (6,584.14)	\$ 76,954.22	\$ (5,404.22)	-8%	
60400 Insurance																	
60440 General Liability Insurance	\$ 15,020.00	\$ 1,852.00	\$ 1,863.00	\$ 1,851.00	\$ 1,851.00	\$ 1,851.00	\$ 1,851.00	\$ 11,401.73	\$ 1,851.00	\$ 2,512.37	\$ 1,851.00	\$ 5,101.00	\$ 1,851.00	\$ 35,687.10	\$ (20,667.10)	-138%	
60499 Total Insurance	\$ 15,020.00	\$ 1,852.00	\$ 1,863.00	\$ 1,851.00	\$ 1,851.00	\$ 1,851.00	\$ 1,851.00	\$ 11,401.73	\$ 1,851.00	\$ 2,512.37	\$ 1,851.00	\$ 5,101.00	\$ 1,851.00	\$ 35,687.10	\$ (20,667.10)	-138%	
60500 Management Company																	
60510 Management Fee	\$ 420,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00		\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 385,000.00	\$ 35,000.00	8%	
60520 Management Company Travel	\$ 5,000.00		\$ 5,354.41		\$ 1,794.88							\$ 2,668.11		\$ 9,817.40	\$ (4,817.40)	-96%	
60599 Total Management Company	\$ 425,000.00	\$ 35,000.00	\$ 40,354.41	\$ 35,000.00	\$ 36,794.88	\$ 35,000.00	\$ 35,000.00	\$ -	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 37,668.11	\$ 35,000.00	\$ 394,817.40	\$ 30,182.60	7%	
60600 Salaries and Wages																	
60610 Management Salaries	\$ 545,000.00	\$ 36,941.49	\$ 27,536.18	\$ 15,330.31	\$ 37,425.65	\$ 17,170.45	\$ 34,041.76	\$ 22,510.82	\$ 23,498.08	\$ 14,341.72	\$ 25,947.26	\$ 31,716.45	\$ 59,154.89	\$ 345,615.06	\$ 199,384.94	37%	
60620 Hourly Wages	\$ 391,000.00	\$ 51,367.72	\$ 47,310.61	\$ 42,850.30	\$ 60,631.00	\$ 28,227.88	\$ 71,645.67	\$ 45,510.31	\$ 66,511.27	\$ 56,565.82	\$ 87,611.19	\$ 66,515.81	\$ 82,092.48	\$ 706,840.06	\$ (315,840.06)	-81%	
60630 Employee Bonus	\$ 60,000.00				\$ 72.00									\$ 72.00	\$ 59,928.00	100%	
60699 Total Salaries and Wages	\$ 996,000.00	\$ 88,309.21	\$ 74,846.79	\$ 58,180.61	\$ 98,128.65	\$ 45,398.33	\$ 105,687.43	\$ 68,021.13	\$ 90,009.35	\$ 70,907.54	\$ 113,558.45	\$ 98,232.26	\$ 141,247.37	\$ 1,052,527.12	\$ (56,527.12)	-6%	
60700 Payroll Expenses																	
60710 Cell Phone Reimbursements	\$ 9,600.00	\$ 1,450.00	\$ 1,150.00	\$ 1,200.00	\$ 2,250.00		\$ 1,050.00	\$ 1,000.00	\$ 950.00	\$ 950.00	\$ 1,300.00	\$ 1,300.00	\$ 1,450.00	\$ 14,050.00	\$ (4,450.00)	-46%	
60720 Employer Payroll Taxes	\$ 70,000.00	\$ 6,299.76	\$ 5,170.56	\$ 2,697.95	\$ 8,964.03	\$ 3,962.61	\$ 9,090.92	\$ 3,210.88	\$ 8,033.95	\$ 4,810.73	\$ 9,020.68	\$ 8,055.62	\$ 7,825.53	\$ 77,143.22	\$ (7,143.22)	-10%	
60730 Health Insurance	\$ 75,000.00	\$ (3,057.92)	\$ 16,264.94	\$ 5,340.34	\$ 4,458.11	\$ 7,183.32	\$ 4,423.43	\$ 6,168.34	\$ 3,824.19	\$ 5,704.86	\$ 4,945.99	\$ 7,239.07	\$ 5,361.09	\$ 67,855.76	\$ 7,144.24	10%	
60740 New Hire Screening Fees	\$ 5,000.00		\$ 111.00				\$ 603.23	\$ 848.20	\$ 559.15	\$ 35.00	\$ 412.42	\$ 2,569.00		\$ 2,431.00	\$ 2,431.00	49%	
60750 Payroll Software/Processing Fees	\$ 7,500.00	\$ 255.09	\$ 279.73	\$ 272.92	\$ 330.46	\$ 319.73	\$ 327.92	\$ 254.92	\$ 333.95	\$ 519.64	\$ 567.99	\$ 519.14	\$ 623.68	\$ 4,605.17	\$ 2,894.83	39%	
60760 Retirement Employer Match	\$ 12,000.00			\$ 873.72	\$ 1,007.36	\$ 651.83	\$ 439.18	\$ 632.00	\$ 763.67	\$ 694.60	\$ 706.28	\$ 1,112.51	\$ 6,881.15	\$ 5,118.85	\$ 5,118.85	43%	
60770 Work Comp Ins	\$ 34,980.00	\$ 995.00	\$ 997.00	\$ 997.00	\$ 997.00	\$ 997.00	\$ 997.00	\$ 997.00	\$ 997.00	\$ 997.00	\$ 997.00	\$ 997.00	\$ 997.00	\$ 11,962.00	\$ 23,018.00	66%	
60799 Total Payroll Expenses	\$ 214,080.00	\$ 5,941.93	\$ 23,973.23	\$ 10,508.21	\$ 17,873.32	\$ 13,470.02	\$ 16,541.10	\$ 12,070.32	\$ 15,374.32	\$ 14,594.10	\$ 18,085.41	\$ 18,552.11	\$ 17,782.23	\$ 185,066.30	\$ 29,013.70	14%	
60800 Professional Services																	
60810 Legal	\$ 5,000.00													\$ -	\$ 5,000.00	100%	
60820 Accounting	\$ 5,000.00					\$ 79.08								\$ 79.08	\$ 4,920.92	98%	
60899 Total Professional Services	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 79.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 79.08	\$ 9,920.92	99%	
60900 Rent Expense																	
60910 Building	\$ 2,500.00													\$ -	\$ 2,500.00	100%	
60999 Total Rent Expense	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	100%	
61100 Facility Maintenance																	
61110 Building Ops Maint. - Structural	\$ 125,000.00	\$ 8,804.90	\$ 5,996.52	\$ 58,761.44	\$ 5,741.51	\$ 682.97	\$ 552.55	\$ 350.00	\$ 14,404.00	\$ 9,823.10	\$ (295.52)	\$ 630.06	\$ 1,388.73	\$ 106,840.26	\$ 18,159.74	15%	
61115 Decorations & Graphics	\$ 10,000.00		\$ 228.39					\$ 100.54	\$ 1,875.42	\$ 92.97	\$ 74.39			\$ 2,371.71	\$ 7,628.29	76%	
61120 Fuel	\$ 12,000.00	\$ 1,832.24	\$ 1,595.12	\$ 1,712.68	\$ 1,500.32	\$ 1,254.99	\$ 1,529.81	\$ 468.15	\$ 4,349.09	\$ 2,807.03	\$ 71.75	\$ 6,828.95	\$ 2,215.35	\$ 26,165.58	\$ (14,165.58)	-118%	
61125 Grounds Exterior Maint. - Parks Facility/Grounds	\$ 125,000.00	\$ 14,678.43	\$ 19,213.53	\$ 2,209.41	\$ 16,318.95	\$ 3,981.00	\$ 3,491.40	\$ 8,047.24	\$ 3,175.71	\$ 9,907.58	\$ 3,685.61	\$ 6,101.31	\$ 9,161.97	\$ 99,892.14	\$ 25,107.86	20%	
61130 Hardware and Supplies	\$ 30,000.00	\$ (23.23)	\$ 1,060.56	\$ 1,793.35	\$ 574.74	\$ 2,817.29	\$ 967.86	\$ 2,251.63	\$ 926.13	\$ 5,228.86	\$ 708.40	\$ 1,842.94	\$ 832.78	\$ 11,018.31	\$ 11,018.69	37%	
61135 HVAC - Parts & Repairs	\$ -			\$ 4,956.24		</											

FY 22-23

	CSP SFM	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Revenue/Expenses Estimated EOY	Remaining Funding	Remaining Balance Percent
	Original Budget	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual			
61140 Janitorial Expense	\$ 15,000.00	\$ 822.27	\$ 471.81	\$ 1,969.95	\$ 1,386.61	\$ 891.98	\$ 1,782.68	\$ 2,074.01	\$ 3,552.21	\$ 2,470.95	\$ 2,321.77	\$ 1,015.26	\$ 2,007.93	\$ 20,767.43	\$ (5,767.43)	-38%
61145 Kitchen Equipment	\$ 2,000.00				\$ 2,953.65	\$ 311.05				\$ 315.60		\$ 1,224.73	\$ 1,716.28	\$ 6,521.31	\$ (4,521.31)	-226%
61150 Locker Room	\$													\$		#DIV/0!
61155 Pest Control	\$ 5,000.00		\$ 400.00	\$ 267.50				\$ 1,173.50		\$ 267.50		\$ 336.00	\$ 272.00	\$ 2,716.50	\$ 2,283.50	46%
61160 Powered Equipment Maint	\$ 8,500.00	\$ (565.79)	\$ 650.23	\$ 1,114.40	\$ 3,168.44	\$ 3,349.90	\$ 4,053.91	\$ 1,874.05		\$ 5,065.41	\$ 5,644.92	\$ 476.06	\$ 1,101.04	\$ 25,932.57	\$ (17,432.57)	-205%
61165 Preventative Maintenance - true contracts to prevent (non call)	\$ 8,000.00	\$ 8,068.28			\$ 1,385.68	\$ 2,512.56	\$ 355.49	\$ 534.52	\$ 1,755.85	\$ 7,475.10	\$ 718.23	\$ 2,605.01	\$ 376.93	\$ 25,787.65	\$ (17,787.65)	-222%
61170 Retail Equipment	\$ -							\$ 415.91			\$ -			\$ 415.91	\$ (415.91)	0%
61175 Safety Inspections & Alarm Expense	\$ 2,500.00		\$ 222.00	\$ 723.00	\$ 2,898.00	\$ 223.00	\$ 223.00	\$ 1,273.00	\$ 223.00	\$ 913.00	\$ 223.00	\$ 223.00	\$ 223.00	\$ 7,367.00	\$ (4,867.00)	-195%
61180 Safety Supplies	\$ 5,000.00		\$ 503.69						\$ 14.97	\$ 2,606.40	\$ 106.84			\$ 3,231.90	\$ 1,768.10	35%
61185 Sports Equipment	\$ 25,000.00	\$ 1,486.86		\$ 2,031.56	\$ 1,898.69		\$ 428.03						\$ 150.00	\$ 5,995.14	\$ 19,004.86	76%
61190 Storage	\$ 5,000.00							\$ 93.03	\$ 681.00				\$ -	\$ 774.03	\$ 4,225.97	85%
61195 Tools and Equipment	\$ 20,000.00	\$ 1,411.86	\$ 4,330.49	\$ 108.81	\$ (155.49)	\$ 5,017.50		\$ 1,096.78			\$ 610.64	\$ 2,109.16	\$ 906.66	\$ 15,436.41	\$ 4,563.59	23%
61199 Total Facility Maintenance	\$ 398,000.00	\$ 36,515.82	\$ 34,692.34	\$ 75,648.34	\$ 37,671.00	\$ 21,042.24	\$ 13,384.73	\$ 18,655.58	\$ 32,054.16	\$ 47,802.30	\$ 13,870.03	\$ 23,392.48	\$ 20,352.87	\$ 375,081.89	\$ 22,918.11	6%
61200 UTILITIES	\$ -	\$ 406.31			\$ 110.43		\$ 3,186.04	\$ 453.32	\$ 101.44	\$ 1,693.85	\$ 270.66	\$ 5,888.26	\$ -	\$ 12,110.31	\$ (12,110.31)	0%
61210 Cable & Internet	\$															
61220 Electricity	\$ 160,000.00		\$ 15,774.16	\$ 7,983.67	\$ 3,735.69	\$ 12,038.90	\$ 17,060.67	\$ 9,786.31	\$ 7,787.76	\$ 9,742.13	\$ 9,302.38	\$ 19,157.78	\$ 14,265.28	\$ 126,634.73	\$ 33,365.27	21%
61230 Septic/Waste Services	\$ 15,000.00			\$ 57.89	\$ 82.26	\$ 43.55	\$ 102.55	\$ 157.41	\$ 175.14	\$ 202.12	\$ 187.28	\$ 225.03	\$ 66.33	\$ 1,299.56	\$ 13,700.44	91%
61240 Telephone Expense	\$ -						\$ 538.74				\$ -	\$ 1,340.65	\$ -	\$ 1,879.39		0%
61250 Trash Services	\$ 15,000.00			\$ 248.33	\$ 252.50	\$ 230.00	\$ 291.50	\$ 200.00	\$ 607.50	\$ 263.00	\$ 200.00	\$ 340.00	\$ 91.50	\$ 2,724.33	\$ 12,275.67	82%
61260 Water	\$ 50,000.00			\$ 1,713.77	\$ 1,155.10	\$ (80.79)	\$ 88.68	\$ 340.00	\$ 447.29	\$ 4,743.11	\$ 2,065.78	\$ 71.56	\$ 9,759.25	\$ 20,303.80	\$ 29,696.20	59%
61270 Gas Utility	\$						\$ 1,113.35				\$	\$ 352.05		\$ 1,465.40		0%
61299 Total Utilities	\$ 240,000.00	\$ 406.31	\$ 15,774.16	\$ 10,003.66	\$ 5,335.98	\$ 12,231.66	\$ 20,729.44	\$ 12,589.18	\$ 9,119.13	\$ 16,644.21	\$ 12,026.10	\$ 27,375.33	\$ 24,182.36	\$ 166,417.52	\$ 73,582.48	31%
69999 TOTAL Expenses	\$ 2,468,150.00	\$ 174,940.97	\$ 196,332.54	\$ 197,613.50	\$ 214,657.54	\$ 133,047.94	\$ 214,413.70	\$ 129,285.29	\$ 193,034.16	\$ 193,384.29	\$ 240,038.04	\$ 220,140.13	\$ 236,722.07	\$ 2,343,610.17	\$ 124,539.83	5%
70200 Other Income																
70210 Subsidy	\$ 1,750,050.00	\$ (297,873.51)	\$ (153,520.80)	\$ (187,273.03)	\$ (147,187.98)	\$ (190,255.06)	\$ (138,169.23)	\$ (164,490.78)	\$ (194,744.15)	\$ (172,736.08)	\$ (150,840.38)	\$ (218,882.63)	\$ (187,950.62)	\$ (2,203,924.25)	\$ (453,874.25)	-26%
70299 Total Other Income	\$ 1,750,050.00	\$ (297,873.51)	\$ (153,520.80)	\$ (187,273.03)	\$ (147,187.98)	\$ (190,255.06)	\$ (138,169.23)	\$ (164,490.78)	\$ (194,744.15)	\$ (172,736.08)	\$ (150,840.38)	\$ (218,882.63)	\$ (187,950.62)	\$ (2,203,924.25)	\$ (453,874.25)	-26%
NET OPERATING INCOME	\$ (1,750,050.00)	\$ (96,625.43)	\$ (167,851.15)	\$ (195,666.12)	\$ (157,945.51)	\$ (75,200.28)	\$ (209,938.00)	\$ (139,893.35)	\$ (181,479.92)	\$ (165,836.19)	\$ (255,029.36)	\$ (184,581.41)	\$ (238,721.26)	\$ (2,068,767.98)	\$ 318,717.98	-18%

Finance>Month End>FY22-23>FY2022-2023 Budget Month over Month P&L



Starkville Utilities – Electric Division
 Budget Year 2023 (10/2022-9/2023) Report
 For the Period Ending September 30, 2023

****PRELIMINARY**

	Total		Budget		Variance	
	2023	Period	Year-to-Date		Favorable	Percent
	Budget	Activity	Activity	(Unfavorable)	Used	
<u>Revenues</u>						
Electric Sales	\$ 41,425,000	\$ 3,930,392	\$ 42,526,867	1,101,867	102.66%	
Other Revenue	1,915,000	594,017	\$ 2,150,181	235,181	112.28%	
Total Revenue	\$ 43,340,000	\$ 4,524,409	\$ 44,677,048	1,337,048	103.09%	
<u>Expenses</u>						
Purchased Power Expense	\$ 32,800,000	\$ 3,305,764	\$ 35,794,798	(2,994,798)	109.13%	
Payroll Expenses	3,035,239	305,060	\$ 2,731,160	304,079	89.98%	
Operating Expenses	1,564,000	84,092	\$ 1,518,535	45,465	97.09%	
Maintenance Expense	1,170,000	262,747	\$ 1,349,504	(179,504)	115.34%	
Capital Expense	3,119,297	11,970	\$ 1,064,312	2,054,985	34.12%	
Debt Expense	628,775	-	\$ 634,232	(5,457)	100.87%	
Tax Equivalency	1,365,000	113,750	\$ 1,365,000	-	100.00%	
Total Expenses	\$ 43,682,311	\$ 4,083,383	\$ 44,457,541	(775,230)	101.77%	
Total Revenue Over Expenses	\$ (342,311)	\$ 441,026	\$ 219,506	\$ 561,817	-64.12%	

****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 2023 (10/2022-9/2023) Report
 For the Period Ending September 30, 2023

****PRELIMINARY**

	Total		Budget		Variance	
	2023	Period	Year-to-Date		Favorable	Percent
	Budget	Activity	Activity	(Unfavorable)	Used	
<u>Revenues</u>						
Water & Sewer Sales Revenues	\$ 8,100,000	\$ 697,144	\$ 8,458,594	358,594	104.43%	
Other Revenues	2,515,000	62,401	985,719	(1,529,281)	39.19%	
Total Revenues	\$ 10,615,000	\$ 759,545	\$ 9,444,313	(1,170,687)	88.97%	
<u>Expenses</u>						
Payroll Expense	\$ 2,461,919	\$ 158,684	\$ 2,142,803	319,116	87.04%	
Operating Expense	1,820,000	73,784	1,751,855	68,145	96.26%	
Maintenance Expense	3,300,000	83,419	1,473,640	1,826,360	44.66%	
Capital Expense	1,867,000	-	2,366,423	(499,423)	126.75%	
Debt Expense	1,505,438	42,250	1,538,063	(32,625)	102.17%	
Total Expenses	\$ 10,954,357	\$ 358,137	\$ 9,272,784	1,681,573	84.65%	
Total Revenues Over Expenses	\$ (339,357)	\$ 401,408	\$ 171,529	\$ 510,886	-50.55%	

****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: 10/17/23
PAGE: 1 of many

SUBJECT: 2024 Source of Supply re-bid sections 9 & 10

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, 2023 – September 30, 2024 re-bid sections 9 & 10 source of supply listing for the Starkville General City.

PUBLIC WORKS: STREETS

Section 9: fill material, Delivered	NUNLEY TRUCKING	RONNIE JONES	CROSS-WAY TRUCKING		
Clay gravel					
Ton/Cu yard	NA/\$32.00	NA/\$22.00	NA/NA		
Washed gravel					
Ton/Cu yard	\$47.50/NA	\$35.00/NA	NA/NA		
Pea gravel					
Ton/Cu yard	\$48.50/NA	\$35.00/NA	NA/NA		
Road gravel					
Ton/Cu yard	NA/NA	\$35.00/NA	NA/NA		
Fill soil					
Ton/Cu yard	NA/NA	NA/\$27.00	NA/NA		
Top soil					
Ton/Cu yard	NA/NA	NA/\$32.00	NA/NA		
Fill dirt (select)					
Ton/Cu yard	NA/NA	NA/\$21.50	NA/NA		
River sand					
Ton/Cu yard	NA/NA	NA/\$22.00	NA/NA		
MDOT Class C Bedding Material					
Ton/Cu yard	NA/NA	NA/\$22.00	NA/NA		
Fill dirt (local pit, select, loaded, & hauled by city personnel					
Ton/Cu yard	NA/NA	NA/NA	NA/NA		
Crushed Limestone #5					

Ton/Cu yard	\$47.50/NA	\$49.00/NA	NA/NA		
Crushed Limestone #6					
Ton/Cu yard	\$47.50/NA	\$49.00/NA	\$42.00/NA		
Crushed Limestone #7					
Ton/Cu yard	\$45.50/NA	\$51.00/NA	\$45.00/NA		
Crushed Limestone #9					
Ton/Cu yard	\$46.50/NA	\$54.00/NA	NA/NA		

Crushed Limestone #610					
Ton/Cu yard	\$39.85/NA	\$48.00/NA	\$40.00/NA		
Rip Rap-size 100 lb					
Ton/Cu yard	\$46.50/NA	\$58.00/NA	\$47.00/NA		
Rip Rap-size 200 lb					
Ton/Cu yard	\$46.50/NA	\$58.00/NA	\$47.00/NA		
Crushed Concrete (#610 Gradation)					
Ton/Cu yard	NA/NA	\$38.00/NA	NA/NA		
Section 10: concrete, delivered					
3000 psi w/fiber					
Cu. Yd	NA	NA	NA		
3500 psi w/fiber					
Cu. Yd	NA	NA	NA		
4000 psi w/fiber					
Cu. Yd	NA	NA	NA		

End of section: Street Department



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: October 17, 2023
PAGE: 1

SUBJECT:

Request authorization for Fire Marshal Mark McCurdy to travel to Vicksburg, MS to attend the 2023 MFIA Fall Seminar – (Courtyard by Marriott - Vicksburg) on November 1 -3. 2023 at an approximate cost of \$800.00 (hotel, registration, and meals).

AMOUNT & SOURCE OF FUNDING \$800.00 (001-261-600-390) Fire Training

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 for authorization for Fire Marshal Mark McCurdy to travel to Vicksburg, MS to attend the 2023 MFIA Fall Seminar – (Courtyard by Marriott - Vicksburg) on November 1 -3. 2023 at an approximate cost of \$800.00 (hotel, registration, and meals).

2023 MFIA FALL SEMINAR NOV 1, 2 & 3 2023

Wednesday Nov 1
7:30-8:00am Registration
Introductions, NFPA 921 and 1033
Specifically covering Chapter 26 of 921
Vehicle fires

Thursday Nov 2
8:00am- class begins
Vehicle examination and causes

6:30pm-Banquet

Friday Nov 3
8:00am- class begins
Vehicle Arson, vehicle identification, and
Hybrid and electric vehicles

Motor Vehicle Fire Investigations

By James (Jim) Kanavy (IAAI Certified Fire
Investigator, NAFI Certified Fire Explosion
Investigator,

NAFI Certified Vehicle Fire Investigator

2 ½ day Motor Vehicle Fire Investigation
Course- This will be a 2 ½ day Motor Vehicle
Fire Investigation Course consisting of tested
instruction in determining origin and cause of
motor vehicle fires.

Based on Chapter 26 of NFPA 921, topics will
include vehicle investigation safety, fuel
packages, ignition sources and vehicle systems,
including hybrids and EVs and identification.

REGISTRATION MUST BE MADE
BEFORE

OCT 15, 2023

There will be limited seats available!!

M.F.I.A. Member – \$225.00

Non-Member – \$275.00

NAME Mark McCurdy

AGENCY Starkville Fire

PHONE# 662-769-0037

E- MAIL mmccurdy@cityofstarkville.org

IAAI I.D. # 1323304, EXP. DATE 12-1-24

ABOVE INFORMATION IS REQUIRED

BY U.S. MAIL

M.F.I.A./LISA JONES
711 CAMP DANTZLER ROAD
HATTIESBURG, MS 39401

BY EMAIL:

msfireinvassoc@gmail.com

ON LINE THRU PAYPAL AT:

www.msfireinvestigators.com

**Class will be held across from the hotel
at 40 Maxwell Drive, Vicksburg, MS
39180**

COURTYARD
BY MARRIOTT

VICKSBURG

Address: 1 Underwood Drive, Vicksburg, MS
39180

Phone: (601) 636-8788

Single: (1 Person) \$112.00 + 10% tax **Triple:** (3 People) \$122.00 + 10% tax

Double: (2 People) \$112.00 + 10% tax **Quad:** (4 People) \$132.00 + 10% tax

Rates are based on the number of adults in the room.

Above room rates **do not** include breakfast. The Bistro, Courtyard's on-site restaurant, features cooked to order breakfast, dinner, cocktails, and Starbuck's coffee.

Individual cancellation is required by 5:00 pm 48 hours in advance. Guests should call the Courtyard by Marriott at 601-636-8788 and request the Mississippi Fire Investigators Conference group rate or via booking link below.

<https://www.marriott.com/event-reservations/reservation-link.mi?id=1692810455356&key=GRP&app=resvlink>

The room block will be held until **October 9, 2023**. *If you have special payment arrangements, please contact the hotel PRIOR to making reservations.

MEMBERSHIP APPLICATIONS & RENEWALS

at

www.msfireinvestigators.com

Apply, renew or preregister using PayPal.
*PAYING THE \$225.00 **DOES NOT** MAKE YOU A MEMBER OF THE ASSOCIATION. I MUST HAVE YOUR MEMBERSHIP APPLICATION **BEFORE** October 15, 2023 IF YOU WISH TO APPLY FOR MEMBERSHIP.



Mark McCurdy <mmccurdy@cityofstarkville.org>

MFIA 2023 Fall Conference

1 message

Mississippi Fire Investigators Association <msfireinvassoc@gmail.com>
Bcc: mmccurdy@cityofstarkville.org

Sat, Sep 23, 2023 at 1:16 AM



Motor Vehicle Fire Investigations

By James (Jim) Kanavy (IAAI Certified Fire Investigator, NAFI Certified Fire Explosion Investigator, NAFI Certified Vehicle Fire Investigator)

**November 1,2,& 3rd 2023
Vicksburg Mississippi**

2 ½ day Motor Vehicle Fire

Investigation Course-

This will be a 2 ½ day Motor Vehicle Fire Investigation Course consisting of tested instruction in determining origin and cause of motor vehicle fires. Based on Chapter 26 of NFPA 921, topics will include vehicle investigation safety, fuel packages, ignition sources and vehicle systems, including hybrids and EVs and identification.

Please see attached registration form if you are interested in attending the MFIA 2023 fall seminar.

--
Lisa Jones
MS Fire Investigators Assoc.

2 attachments

 **2023 Fall Inside New.pdf**
150K



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 17, 2023
Page: 1

SUBJECT:

Request authorization to hire David Greene and Olivia Keeter as Civil Engineer Co-Ops in the Engineering Department.

AMOUNT & SOURCE OF FUNDING:

These positions will be paid for actual hours worked not to exceed forty (40) hours per week at \$18.00 per hour. These positions will not be eligible for benefits, due to the candidates being students.

FISCAL NOTE:

Budgeted from line item # 001-197- 430-103

AUTHORIZATION HISTORY:

This position was previously held by Hunter Hughes who graduated.

The Co-Op program is a one-year program that's extended over the course of two years. Please see the rotating schedule below:

Candidate I, will work Spring 2024, Fall 2024 and Summer 2025.

Candidate II, will work Summer 2024, Spring 2025, and Fall 2025.

REQUESTING DEPARTMENT:

Starkville Engineering Department

DIRECTOR'S AUTHORIZATION:

Cody Burnett, City Engineer

FOR MORE INFORMATION CONTACT:

Cody Burnett, City Engineer
Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire David Greene and Olivia Keeter as Civil Engineer Co-Ops in the Engineering Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 17, 2023
Page: 1

SUBJECT:

Request authorization to hire William McCormick as an Engineering Associate in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Exempt - \$72,072 (\$34.65 per hour) based on 2080 hours.

FISCAL NOTE:

Funds are included in the fiscal year 2023/24 budget. 100% of pay from Water Division, Acct. 601.20.

AUTHORIZATION HISTORY:

This is a replacement position with responsibilities previously held by Bailey Wofford who transitioned into the System Engineer role in the Water Department.

William is currently the Engineering Inspector for the Engineering and Utilities Department.

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire William McCormick as an Engineering Associate in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 17, 2023
Page: 1

SUBJECT:

Request authorization to hire Darian King as a seasonal Sanitation Worker in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Darian King - Annual Salary of \$31,616.00 (\$15.20 per hour) based on 2080 hours. Not benefits eligible.

FISCAL NOTE:

Budgeted from line item # 022-322-430-107

AUTHORIZATION HISTORY:

This is a replacement position previously held by Zaquentin Hall who resigned.

REQUESTING DEPARTMENT:

Sanitation Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Chris Smiley, Sanitation & Environmental Services Director;
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION

Move approval to hire Darian King as a seasonal Sanitation Worker in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 17, 2023
Page: 1

SUBJECT:

Request authorization to hire Chase Naylor and Shuan Serafine as Temporary Full-time Employees in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Chase Naylor – non-exempt Salary of \$32, 240 (\$15.50) based on 1040 hours.

Shuan Serafine – non-exempt Salary of \$32, 240 (\$15.50) based on 1040 hours.

FISCAL NOTE:

From the Utilities Department Funds are included in the fiscal year 2023/24 budget.
100% of pay from Water Division, Acct. 601.20.

Section E. EMPLOYEE CLASSIFICATIONS: Temporary Full-time Employee – A temporary employee is an employee who works assigned hours, not to exceed a period of twelve (12) consecutive months and are paid on an hourly basis. Temporary employees are eligible to receive benefits.

AUTHORIZATION HISTORY:

Chase Naylor is currently hired as a Seasonal Worker with Starkville Utilities, but has reached his time limit as a Seasonal Worker.

Shuan Serafine is currently hired through Project Peace, but he is only limited to 320 hours, which is coming to an end.

They will continue to assist with reading water meters in an interim basis, while we are waiting on new gatekeepers to arrive.

REQUESTING DEPARTMENT:

Starkville Utilities

DIRECTOR'S AUTHORIZATION:

Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Edward Kemp, General Manager; or
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire Chase Naylor and Shuan Serafine as Temporary Full-time Employees in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 17, 2023
Page: 1

SUBJECT:

Request authorization to hire James Hollingsworth and William Turner as Temporary Full Time Certified Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

James Hollingsworth - Base Salary for Certified Firefighter, \$34,725.60 (\$12.60 per hour) for entry level based on 2756 hours.

William Turner - Base Salary for Certified Firefighter, \$34,725.60 (\$12.60 per hour) for entry level based on 2756 hours.

FISCAL NOTE:

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

AUTHORIZATION HISTORY:

These are temporary replacement positions held by Caleb Loftis and Marquandric Starks who have been assigned to military deployments. Temporary full time employment is not to exceed a period of 12 months. The positions will be eligible for benefits.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Chief Charles Yarbrough, Fire Chief
Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval to hire James Hollingsworth and William Turner as Temporary Full Time Certified Firefighters in the Starkville Fire Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: October 17, 2023

Page: 1

SUBJECT:

Consideration of the discipline recommended by Sanitation Director Chris Smiley as a result of disciplinary issues for two Sanitation employees.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Sanitation Department

Human Resources Department

DIRECTOR'S AUTHORIZATION:

Chris Smiley, Sanitation Director;

Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the discipline recommended by Sanitation Director Chris Smiley as a result of disciplinary issues for two Sanitation employees.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: October 17, 2023

Page: 1

SUBJECT:

Consideration of the discipline recommended by Municipal Court Clerk Monica Lairy as a result of disciplinary issues for a Municipal Court employee.

AMOUNT & SOURCE OF FUNDING:

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Documentation Provided

REQUESTING DEPARTMENT:

Municipal Court Department
Human Resources Department

DIRECTOR'S AUTHORIZATION:

Monica Lairy, Municipal Court Clerk;
Nav Ashford, COO/Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, COO/Human Resources Director

SUGGESTED MOTION:

Move approval of the discipline recommended by Municipal Court Clerk Monica Lairy as a result of disciplinary issues for a Municipal Court employee.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT: IT
AGENDA DATE: 10/17/2023
PAGE: 1 of 1**

SUBJECT: Request approval of adding NOAA weather alerts to the Starkville Alerts mass communication system for the first year prorated price of \$1,100.16 and yearly price of \$2,500.00 going forward.

AMOUNT & SOURCE OF FUNDING: 001-123-600-302

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: This was discussed at the previous work session. The Mayor asked to postpone until there could be some data from Oktibbeha County emergency management director.

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: Kristen Campanella indicates that she has 27,000 call, 519 emails and 2853 test messages that she sends out every month with the test. The have almost 3000 who have used their link to sign up. We also discussed joining forces next year using the same provider when their current contract ends in the spring. The City currently has 550 signed up for emergency notifications.

STAFF RECOMMENDATION: Staff recommends approval.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA DEPT: POLICE
AGENDA DATE: OCTOBER 17, 2023
PAGE: 1 of 70**

SUBJECT:

Request approval to enter into a contract, of the sole bid by Enterprise Fleet Management, to lease 17 vehicles for a total 1-time equipment cost of \$85,418.07, plus a total annual vehicle cost of \$196,866.60 equaling a 1-year cost of \$282,284.67 with cost to be offset with sale of existing vehicles.

- (6) 2023 Dodge Durango (Pursuit) / 4 year lease
- (4) 2023 Dodge Durango (Admin) / 4 year lease
- (5) 2023 Dodge Charger (Pursuit) / 4 year lease
- (2) 2024 RAM 1500 4x4 / 3 year lease

AMOUNT & SOURCE OF FUNDING:

001.201.820.874 Vehicle payments and 001.201.915.809 Equipment with budget to be adjusted with sale of existing vehicles.

**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 enter into a contract, of the sole bid by Enterprise Fleet Management, to lease 17 vehicles for a total 1-time equipment cost of \$85,418.07, plus a total annual vehicle cost of \$196,866.60 equaling a 1-year cost of \$282,284.67 with cost to be offset with sale of existing vehicles.

- (6) 2023 Dodge Durango (Pursuit) / 4 year lease
- (4) 2023 Dodge Durango (Admin) / 4 year lease
- (5) 2023 Dodge Charger (Pursuit) / 4 year lease
- (2) 2024 RAM 1500 4x4 / 3 year lease



FLEET MANAGEMENT

City of Starkville, Mississippi Police Department

Estimated Open-End Lease Menu Pricing (2024 Year Model)

Year, Make, Model	Trim Level	Cab Type	Engine	Quantity	Term	Equipment Down Payment	Monthly Cost (Lease Payment)	Annual Cost Per Vehicle
2023 Dodge Durango (Pursuit)	Police	N/A	5.7L HEMI	6	60	\$7,336.37	\$1,033.85	\$12,406.20
2023 Dodge Durango (Admin)	Police	N/A	5.7L HEMI	4	60	\$1,429.50	\$962.89	\$11,554.68
2023 Dodge Charger (Pursuit)	Police	N/A	5.7L HEMI	5	60	\$7,136.37	\$918.11	\$11,017.32
2024 RAM 1500 4x4	SSV	Crew	5.7L HEMI	0	60	\$0.00	\$886.44	\$10,637.28
2024 RAM 1500 4x4	Tradesman	Crew	3.6L V6	2	60	\$0.00	\$880.17	\$10,562.04
2024 Nissan Frontier 4x4 Crew Cab	S	Crew	3.8L V6	0	60	\$0.00	\$756.53	\$9,078.36

Total 1 Time Equipment Cost \$85,418.07

Total Annual Cost \$196,866.60

Year 1 Cost \$282,284.67



FLEET MANAGEMENT

Enterprise Fleet Management for
City of Starkville, Mississippi

Request for Proposal
May 30, 2023

FLEET MANAGEMENT

TELEMATICS SERVICES AGREEMENT

As of this _____ day of _____, 20____, (the "Effective Date") the parties below have agreed to the following Telematics Services Agreement (the "Agreement"), to be effective upon the later of the Effective Date of this Agreement and the effective dates of the following agreement(s) between the parties.

[select any or all that apply]

☐ Master Equity Lease Agreement (with schedules), dated _____, 20____.

☐ Master Walkaway Lease Agreement (with schedules), dated _____, 20____.

WHEREAS, Enterprise Fleet Management, Inc. ("EFM") offers in-vehicle Telematics Device(s) (as defined below) from select partners and EFM is willing to make the Telematics Device available for purchase, installation and use by Customer, as defined below, consistent with the terms of this Agreement; and

WHEREAS, the undersigned (the "Customer") desires to purchase, have installed and use the Telematics Device in accordance with the terms of this Agreement;

WHEREAS, in connection with the Telematics Device, Customer will have to obtain wireless services and software services from third party service providers other than EFM; and

NOW THEREFORE, in consideration for the mutual promises contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following.

1. Telematics Device Acknowledgement and Release. The Telematics Device(s) shall mean any systems, hardware, software and/or other components and services that enable the collection, generation and/or transmission of information about the condition and/or operation of the Vehicle (as defined below), driving activities or actions of the Vehicle driver, Vehicle locations traveled and mileage driven and/or other Vehicle mechanical and operational data (the "Telematics Data" or "Data"). Customer acknowledges that the functionality of Telematics Devices and types of Data generated or available may change. By its signature below, Customer acknowledges that the Telematic Device may include systems which utilize cellular telephone and/or radio signals to transmit Data and communication and, therefore, privacy of such Data cannot be guaranteed and is specifically disclaimed as a condition of this Agreement and as a condition to receiving the Telematics Device. **CUSTOMER RELEASES EFM AND ITS PARENT COMPANY AND AFFILIATES, THE OPERATOR OF THE TELEMATICS SYSTEM, THE APPLICABLE SOFTWARE PROVIDER(S), THE WIRELESS CARRIER(S) AND OTHER SUPPLIERS OF COMPONENTS AND/OR SERVICES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS FROM ANY DAMAGE (INCLUDING INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES) TO PERSONS (INCLUDING WITHOUT LIMITATION CUSTOMER AND ANY DRIVER OR PASSENGER OF THE VEHICLE) OR PROPERTY ARISING FROM (I) THE INSTALLATION AND USE OF THE TELEMATICS DEVICE AND/OR (II) ANY FAILURE OF THE TELEMATICS DEVICE TO OPERATE PROPERLY.** Third party service providers are not agents or employees of EFM, and EFM shall have no liability or responsibility with respect to the acts or omissions of those parties.

2. Use, Access, Ownership and Storage of Telematics Data. Customer acknowledges that the Telematics Data may be collected, generated and transmitted and that Customer shall be entitled to access, use and disclose such Data in its sole discretion. Customer shall be considered the owner of all such Data. Customer retains ultimate and sole responsibility with regard to (i) the selection of categories of Data and establishment of parameters and criteria Customer wishes to receive through its utilization of a Telematics Device, (ii) the types of reports Customer wishes to receive based on the categories of Data and criteria and parameters Customer has selected, and (iii) the monitoring, usage and disclosure of such Data. By way of example, EFM may provide Customer a driver safety scorecard based on categories of Data and safety criteria and an overall scoring methodology selected by Customer; EFM will provide Customer reports strictly based on Customer's criteria and Customer will be solely responsible for interpreting and drawing conclusions from the reports, including whether, based on Customer's criteria, a driver is actually a safe driver or not, and Customer will be solely responsible for deciding what action, if any, should be taken regarding any particular drivers.

EFM's responsibility to Customer with respect to the Data shall be limited as follows: (i) to arrange for the storage of the Data, which may be stored in EFM's environment, an EFM affiliate's environment and/or in an unaffiliated third party subcontractor's environment; (ii) to provide access to the Data to Customer; and (iii) to provide reports to the Customer solely based on categories of Data and parameters identified and selected by Customer.

Customer agrees that EFM and its parent company and affiliates may:

- (A) Collect, access, use and/or disclose the Data for the following purposes: (a) to provide services to Customer; (b) to provide or offer additional products and services to Customer; (c) to check, maintain, diagnose, update or repair Customer's Vehicles; (d) to assist or support Customer with managing its vehicle fleet (e) to comply with any other request from Customer; and/or (f) to disclose the Data to a third party as is necessary to accomplish (a) through (e). If additional services are required, the parties may need to enter into a separate agreement;
- (B) Collect, access, use and/or disclose the Data to comply with the request or order of a governmental or law enforcement authority; and
- (C) Collect, access, use and/or disclose aggregated and anonymized Data for any purposes.

For clarity, no access and/or use of the Data by EFM or its parent company or affiliates shall impose on EFM, its parent company or affiliates any responsibility to monitor the Data or Customer's drivers and/or fleet for any purpose, including without limitation, for safety purposes, and Customer hereby releases and holds harmless EFM from any liability, claims or damages relating thereto. For purposes hereof, "monitor" means the process of reviewing, checking and/or evaluating the Data, whether over a period of time, as part of a regular review or otherwise.

3. Compliance with Privacy Laws; Notices and Consents. Customer agrees to comply with any and all federal, state and local laws, rules, and regulations pertaining to the collection, storage, protection, sharing and use of, and access to, the Telematics Data ("Laws"). Customer will also (a) provide notice to employees/drivers of a Vehicle equipped with a Telematics Device that such Vehicle is so equipped, resulting in the collection, use, sharing and storage of Data, and that such collection, use, sharing and/or storage may be undertaken by Customer, EFM or a third party; and (b) obtain driver consent to the collection, use, sharing and storage of such Data as described in this Agreement.

4. Vehicles. This Agreement shall only apply to those vehicles (i) leased to Customer by EFM or an affiliate of EFM in which EFM is servicer under such lease or (ii) owned by Customer, provided that Customer has a valid Master Walkaway or Equity Lease Agreement (with schedules) in force with EFM or an affiliate of EFM ((i) or (ii), a "Vehicle").

5. Purchase, Activation and Warranty. Customer shall pay EFM the standard price as set by EFM for each Telematics Device. Warranty terms and other terms and conditions shall be those as provided by the hardware and equipment manufacturer(s) and software licensor(s) at the time of installation. Customer acknowledges that EFM does not provide the software or hardware for the telematics services on the Vehicles, but rather EFM arranges for provision of the same by third parties. **EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES (INCLUDING ANY TELEMATICS SERVICES) PROVIDED FOR UNDER THIS AGREEMENT BY EFM OR THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPLIANCE WITH SPECIFICATIONS, AVAILABILITY, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. FURTHERMORE, EFM MAKES NO, AND EXPRESSLY DISCLAIMS EVERY, REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, THAT THE TELEMATICS DEVICE(S) WILL NOT BE SUBJECT TO EAVESDROPPERS, HACKERS, ATTACKS, VIRUS, INTERCEPTORS OR ANY SIMILAR THREAT. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE CUSTOMER OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF ANY CHARGES DUE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT BETWEEN THE PARTIES AND THEIR AFFILIATES.**

6. Training. The third party service provider shall provide Customer and its employees with training and support materials on the functionality and use of the Telematics Device(s). At all times, Customer shall utilize commercially reasonable efforts to adhere to the training and maintain the Telematics Device(s) in a good and safe operating condition (normal wear and tear excepted).

7. Wireless Service Provider and Agreement; Software Agreement; Termination. Customer shall execute a Wireless Service Agreement with a telecommunications carrier identified by EFM as a condition to the purchase and installation of the Telematics Devices. Customer shall also execute an on-line End User Software Agreement with a third party vendor identified by EFM that licenses to Customer the software necessary to support the use of the Telematics Devices. Customer acknowledges and agrees that EFM will have no liability or obligation with respect to any third party vendor or telecommunications carrier or any services provided by either, including, without limitation, any costs or expenses relating to any delay, failure or disruption of wireless services or software. Customer acknowledges that the Wireless Services Agreement and/or End User Software Agreement will provide for an ongoing, regular monthly charge, payable by Customer, for the use of the wireless services and software associated with the Telematics Devices by Customer. EFM shall not be a party to such Wireless Services Agreement or End User Software Agreements but termination of the same (for any reason) shall terminate this Agreement, unless otherwise agreed in writing by EFM. Termination of the agreement(s), as described above, with respect to the Vehicles and termination of this Agreement may terminate Customer's Wireless Services Agreement. Early termination of the Wireless Services Agreement may require Customer to pay an early termination fee or other charges. Customer agrees to provide EFM with prompt and complete notice of any termination of its Wireless Service Agreement and any other modifications to the same. This Agreement will terminate upon the earlier to occur of (i) written notice by EFM to Customer, or (ii) upon expiration or termination of all leases between Customer and EFM or an affiliate of EFM.

8. Indemnification. Customer warrants, represents, and agrees to defend, indemnify and hold EFM, its parent company, and its affiliates and their employees, officers, directors and managers ("EFM Indemnified Persons") harmless from and against any and all losses, damages, liabilities, suits, claims, demands, causes of action, government investigations, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and expenses) ("Losses") which an EFM Indemnified Person(s) may incur by reason of the following: (a) Customer's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or its Wireless Services Agreement or End User Software Agreement; (b) as a result of any loss, claim, damage, theft or destruction of any hardware or software, or related to or arising out of or in connection with the use, operation or condition of any of the Telematics Device(s) or Telematics Data; (c) any failure by Customer to provide any requisite disclosures or notice, or to obtain any consent or opt-out relating to the use of a Telematics Device or the collection and use of the Telematics Data pursuant to Section 3 of this Agreement or as may be required by applicable law; (d) any failure by Customer and/or its designated agents to properly access, monitor, use, secure or safeguard any Data; (e) any deliberate attack, interception, hack or interference with the Telematics Device(s) by any person, the result of which may allow such person to gain control of the Vehicle or unauthorized access to Data; and (f) any allegation or claim that an EFM Indemnified Person has or had a duty to monitor the Vehicles or Telematics Device(s) or duty to warn Customer or any other person, company or governmental authority with respect to Data obtained by the Telematics Device(s) or any similar claim.

EFM agrees to defend, indemnify and hold Customer harmless from and against any and all Losses which Customer may incur by reason of the following: (a) EFM's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement; and (b) any failure by EFM to comply with Laws applicable to EFM and the services provided by EFM to Customer under this Agreement.

The provisions of this Section 8 shall survive any expiration or termination of this Agreement.

9. Limitation of Liability. IN NO EVENT SHALL EFM, ITS PARENT COMPANY OR ANY OF THEIR AFFILIATES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF DATA, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10. Miscellaneous. All terms and conditions of the agreement(s) otherwise referenced herein shall continue in full force and effect and are hereby ratified and confirmed by the parties. The parties agree that this Agreement is the full and complete agreement between the parties with respect to the Telematics Device described herein and shall only be modified upon written agreement of both parties hereto. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Customer may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM, which shall be in EFM's sole discretion. Any provision of this Agreement may be amended, but only if such amendment is in writing and is signed by Customer and EFM. EFM may provide additional services related to this Agreement in the future, and the parties agree that if Customer elects such additional services, the parties will amend this Agreement related to such services.

This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS, the parties have executed this Agreement, as of the dates respectively provided below.

"ENTERPRISE FLEET MANAGEMENT, INC."

Customer Name: _____

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____, _____

Date Signed: _____, _____

FLEET MANAGEMENT

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

- 1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
- 2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
- 3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$_____ or the maximum permitted by law ("Service Fee").
- 4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
- 5. Time for Payment:
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. **Indemnification and Hold Harmless:** Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. **Risk of Loss:** Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. **Liens, Judgments, Titles and Defects:** CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. **Odometer:** Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. **Bankruptcy:** Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. **Compliance with Laws:** EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. **Insurance:** CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. **Term:** This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. **Modification:** No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. **Liability Limit:** EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. **Attorney's Fees:** In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC

Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

FLEET MANAGEMENT

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this ____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of _____.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$_____ ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____

"CUSTOMER"

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____



FLEET MANAGEMENT

City of Starkville, Mississippi

Estimated Open-End Lease Menu Pricing (2024 Year Model)

Year, Make, Model	Trim Level	Cab Type	Engine	Interior	Term	Annual Mileage	Equipment Down Payment	Monthly Cost (Lease Payment)	Annual Cost Per Vehicle	Reduced Book Value
2023 Dodge Durango (Pursult)	Police	N/A	5.7L HEMI	Cloth Front / Vinyl Rear	60	15,000	\$7,336.37	\$1,033.85	\$12,406.20	\$4,979.36
2024 Dodge Durango (Admin)	Police	N/A	5.7L HEMI	Cloth Front / Vinyl Rear	60	15,000	\$1,429.50	\$962.89	\$11,554.68	\$4,674.70
2023 Dodge Charger (Pursult)	Police	N/A	5.7L HEMI	Cloth Front / Vinyl Rear	60	15,000	\$7,136.37	\$918.11	\$11,017.32	\$4,383.33
2024 RAM 1500 4x4	Tradesman	Crew	3.6L V6	Vinyl/Vinyl	48	15,000	\$0.00	\$880.17	\$10,562.04	\$1,650.40
2024 RAM 2500 Crew Cab 4x4	Big Horn	Crew	6.4L V8 HEMI	Cloth/Vinyl Floor	60	15,000	\$0.00	\$1,170.51	\$14,046.12	\$5,910.40
2024 RAM 3500 4x4	Big Horn	Crew	6.4L V8 HEMI	Cloth/Vinyl Floor	60	15,000	\$0.00	\$1,173.16	\$14,077.92	\$5,927.20
2024 RAM 3500 4x4	Big Horn	Crew	6.7L Turbo Diesel	Vinyl/Vinyl	60	15,000	\$0.00	\$1,336.30	\$16,035.60	\$6,754.40
2024 Dodge Durango With 3rd Row	SXT	N/A	3.6L V6	Cloth / Carpet	60	15,000	\$0.00	\$927.63	\$9,931.56	\$4,182.80
2024 Nissan Frontier 4x4	S	Crew	3.8L V6	Cloth / Carpet	60	15,000	\$0.00	\$648.58	\$7,782.96	\$6,611.20

Pricing presented reflects available vehicles at time bid was submitted. Enterprise will work with the City of Starkville to refine equipment needs & ideal terms based on the lowest cost of operation for each vehicle type and available vehicles at time bid is awarded should Enterprise be awarded.



City of Starkville
110 West Main Street
Starkville, MS 39759

Enterprise Fleet Management, Inc.
Enterprise Fleet Management
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main

William Maccabe
Account Executive
2271 Valleydale Road Suite 300
Birmingham, AL 35244
205-545-5179 Office
William.S.Maccabe@efleets.com

Statement of Confidentiality

The information contained in this proposal and any exhibits, attachments, certifications, questionnaires, surveys and/or other deliveries required in connection with this proposal, and in subsequent communications relating to this proposal, whether or not expressly marked as confidential, are and shall be deemed confidential by both Enterprise Fleet Management, Inc. and the recipient of such proposal. The contents shall only be disclosed where required by applicable law and only the extent required by the applicable law or any applicable open records law (for government proposals) and only after prior written notice to Enterprise Fleet Management, Inc. Disclosure and misuse of such information would result in immediate and irreparable harm to Enterprise Fleet Management, Inc. and would provide Enterprise Fleet Management, Inc. with a competitive disadvantage in its marketplace should its confidential business, operational and financial information be released.

Notwithstanding any separate agreement to the contrary, the recipient shall protect and keep the provisions of this proposal and any subsequent communications confidential and will not disclose such provisions, except to its employees or agents who require the information for the purpose expressly authorized by Enterprise Fleet Management, Inc. and for no other purpose whatsoever. Such individuals shall be bound by the same confidentiality requirements — to the same extent and on the same basis — as these obligations are imposed upon and assumed by the recipient.

Except as set forth above, no part of this document may be reproduced or retained, in whole or in part, or made available to any third party, without the express prior written permission of Enterprise Fleet Management, Inc., which may be withheld in its sole discretion. All rights in such content and communications are hereby reserved by Enterprise Fleet Management, Inc.

Contingency Language for the City of Starkville Request For Proposal

It is Enterprise Fleet Management Inc.'s intention to work with the City of Starkville to arrive at a mutually beneficial solution regarding contract negotiations of the City of Starkville's Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market. Due to this, we would like to negotiate certain terms of the City of Starkville standard Contract Terms and Conditions.

Additionally, our Master Lease Agreement must supersede all other agreements.

All pricing is subject to successful contract negotiations and dependent on credit worthiness.

Trademark and Copyright Information

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For more information, please visit our websites efleets.com and enterpriseholdings.com.

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FLEET MANAGEMENT

Enterprise Fleet Management is a privately held, full-service fleet management business for companies, government agencies and other organizations operating medium-sized fleets of 20 or more vehicles, as well as those seeking an alternative to employee reimbursement programs. Enterprise Fleet Management is an

affiliate of Enterprise Holdings and owned by the Taylor family of St. Louis.

With more than 50 fully staffed offices in the U.S. and Canada, the local Enterprise Fleet Management teams of experts assemble customized fleet management programs that are just right for our customers. Our expertise covers the full spectrum of a vehicle's lifecycle, including acquisition, registration, maintenance, use reporting, fuel card programs, and remarketing, as well as fleet analysis and optimization. And with more than 630,000 fleet vehicles managed across North America, Enterprise supplies a vast variety of makes and models for all vehicle categories, from cars to light- and medium-duty trucks and service vehicles.

Your Total Transportation Solution

Enterprise Fleet Management and our affiliate, Enterprise Holdings, together offer a total transportation solution. Combined, these businesses — which include car rental, car sharing, truck rental, fleet management, and retail car sales — accounted for \$30 billion in revenue and operated more than 2.1 million vehicles throughout the world in fiscal year 2022.

Enterprise Fleet Management provides customers with fleet management services that address all fleet holding costs — from acquisition to disposal. This includes maintenance, fuel, insurance, registration, delivery, and reporting. This means the City of Starkville will receive constant evaluation of your holding costs to ensure minimal operating expenses.

Dedicated, Local Account Management

The City of Starkville will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs. Our team, with many people who can support various aspects of the account, is available to address any of your needs.

Enterprise will also provide monthly management reports consisting of a single invoice of all applicable charges — lease, maintenance, and insurance. These reports may also be viewed online for immediate access. Our team will meet with the City of Starkville quarterly — or more often, if necessary — to discuss these reports and ensure your program is working exactly as intended.

Peace of Mind Maintenance

Enterprise's Full Maintenance program will handle all factory-recommended preventive maintenance services as per the schedule prescribed by the original equipment manufacturer (oil changes, tune-ups, etc.) as well as all incidentals and parts required for preventive maintenance (fluids, belts, hoses, etc.), including wheel alignments, and all unscheduled and common repairs (engine, transmission, battery, etc.) for almost any vehicle.

The cost of the program is fixed, budgeted, and inflation-proof, which can significantly reduce overall maintenance expenses. It also includes 24-hours-a-day, seven-days-a-week emergency roadside assistance — reducing administrative effort and downtime.

Enterprise partners with nearly 100,000 maintenance providers nationwide, which allows us to pass along cost savings and provide convenience to the City of Starkville.

Looking Toward the Future

Ranked as one of America's Largest Private Companies, we are, together with our affiliate Enterprise Holdings, unparalleled in size, strength, and stability. Our stable financial footing is a distinct competitive advantage, ensuring the long-term viability of your program.

Enterprise Fleet Management combines expertise and industry-leading value to provide your organization the most comprehensive option in the marketplace. We are committed to providing a wide array of options to the City of Starkville drivers in 2023 and beyond.



FLEET MANAGEMENT

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Cover Letter

Dear,

City of Starkville City Clerk

ATTN: FLEET LEASING PROGRAM

110 West Main Street

Starkville, MS 39759

On behalf of Enterprise Fleet Management, I thank you for the opportunity to present our services. With more than 60 years of fleet management experience, along with managing or leasing more than 630,000 vehicles today, Enterprise Fleet Management is uniquely qualified to create the best program for your city. By partnering with us for your fleet needs, you will be able to save time, money, and effort.

Enterprise will specifically tailor a program based on the unique requirements of the City of Starkville ("the City"). We have the ability to offer you programs consisting of leasing, rental, maintenance, fuel, insurance enrollment, disposal, and more. Our goal is to provide the same value to your city that we have to many others across the nation.

Our resources are available to our customers through a professional and personalized approach. You will have access to a local account team that is specifically assigned to you, to ensure the highest level of customer service. Your account team will meet with you regularly, and in person, to develop and evolve your customized transportation solutions.

We look forward to competing to be your transportation solution provider.

Thank you,

Enterprise Fleet Management, Inc.
600 Corporate Park Drive
St. Louis, MO 63105
314-512-5000 Main

Will Maccabe
Account Executive
2271 Valleydale Road Suite 300
Birmingham, AL 35244
205-545-5179 Office

Josh Wellen
Fleet Management Director
2271 Valleydale Road Suite 300
Birmingham, AL 35244
713-300-9145 Office

DocuSigned by:

Joshua Wellen

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FLEET MANAGEMENT

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1) Qualifications, related experience, and a minimum of three (3) references of the bidder on the form provided herein. This section of the bid should establish the ability of the bidder to satisfactorily perform the lease and fleet management services by reason of:

- a. Experience in performing work of a similar nature.**
- b. Demonstrated competence in the services to be provided.**
- c. Strength and stability of the firm.**
- d. Staffing capability.**
- e. Supportive client references.**

Enterprise has read and understand this provision. Please refer to Pages 5 and 10, and the completed References page for more information.

2) Bidders shall provide a brief profile of the individual or firm, the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees.

In 1957, with seven cars and a hunch that customers would embrace the novel concept of leasing automobiles, Jack Taylor founded Executive Leasing Company, what is today known as Enterprise Rent-A-Car. Twelve years later, Enterprise began expanding outside of St. Louis.

In 1992, Enterprise surpassed \$1 billion in annual revenue and had nearly 10,000 employees in its work force. Enterprise's leasing division became known as Enterprise Fleet Management, serving businesses with small- to mid-sized fleets.

In August 2007, the Taylor family acquired the National Car Rental and Alamo Rent A Car businesses. Two years later our operating company adopted the name Enterprise Holdings.

Today, with 80,000 employees, 2.1 million vehicles, and annual revenue of \$30 billion, Enterprise Fleet Management and Enterprise Holdings combine to form one of the largest transportation service providers in the world.

Using the expertise that comes from managing such a large worldwide fleet, Enterprise Fleet Management has grown into one of the largest fleet management companies in the nation. We specialize in partnering with companies to develop customized fleet programs which are proven to drive down costs and streamline the processes.

Please note that Enterprise Fleet Management is a privately held corporation with more than 50 locations nationwide and a total of 2,622 employees. Our headquarters is located at 600 Corporate Park Drive, St Louis, MO 63105.

3) Bidders shall provide a detailed description of the fleet management services offered as described in the Scope of Services including but not limited to:

a. Lease.

b. Maintenance program.

c. Physical damage program.

Lease Options

Your local Enterprise team will work with you to customize the lease terms and provide you with the most cost-effective leases that meet your specific needs.

Enterprise offers three types of funding solutions. They are an Open-Ended Equity Lease, Closed-End Lease, and Prepaid Lease.

- **Open-Ended Equity Lease:** flexible option that allows the lessee to turn in the vehicle before the lease term with no early termination penalties, the City can get out of the lease at any time; there is always a payoff amount. If the value of the vehicle is greater than the payoff, that money or equity can be put toward another lease. If the value of the vehicle is less than the payoff, Enterprise will bill the City the difference.
- **Closed-End Lease:** allows for a lower monthly payment based on vehicle usage, geared towards individuals that drive minimal miles.
- **Prepaid Lease:** allows the lessee to take advantage of discounted interest rates by paying all rent up front.

Maintenance Programs

Enterprise offers two different maintenance programs:

Full Maintenance Program

Enterprise's Full Maintenance program covers lessees nationwide and is available for most makes and models in your fleet. The program is completely managed by Enterprise and will not require any internal approval of repairs or review of monthly invoices. Cost is based on vehicle type and driving pattern.

- Monthly cost is fixed for the term of the vehicle
- Coverage is available for up to 100,000 miles
- Covers all routine service recommended by the manufacturer
- Covers all unexpected repairs (not related to damage or neglect)
- 24/7 roadside assistance and towing is included
- Brakes, tires, and loaner vehicles can be included
- Windshield repair, fueling service, and other miscellaneous items are available

Maintenance Management Program

With Enterprise's Maintenance Management program, Enterprise manages the maintenance and repair process and contacts the client when additional approval is needed. Authorization and repair limits can be set to expedite maintenance and repair times. These are charged as needed, and the cost is passed through to the City. Enterprise leverages our agreements and relationships with vendors to ensure both labor and parts are charged at a fair market value. There is a monthly fee for this service.



FLEET MANAGEMENT

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Coverage Overview

Enterprise requires certain liability coverage for each leased vehicle. We can provide a variety of coverage options including accident management, physical damage protection and a brokered liability program with a primary insurer.

The basic types of auto insurance are:

- Physical damage – Covers damage to the insured vehicle caused by an accident, vandalism, theft, or weather (e.g., wind and hail).
- Auto liability – Covers damage to the other party's property (e.g., the vehicle or other property damaged) in an accident and any injuries to other passengers and drivers.

Our solutions deliver the cost savings, control, and convenience that business owners seek while giving companies choices for accomplishing these goals:

- Full Risk Management Program – combines auto liability insurance and physical damage management.
- Physical Damage Management – provides only physical damage management; clients retain their existing auto liability insurance and pay a monthly fee for physical damage management.
- Accident Management – provides accident management services to self-insured clients, who are billed a flat charge per claim.

Physical Damage Coverage

Enterprise can provide Physical Damage Coverage for the leased vehicles upon receipt of loss runs. The Physical Damage Program is designed to minimize the City's losses and help get the fleet vehicles back on the road. With one phone call the towing, bodywork, loaner car, subrogation, and reporting will all be handled by our Loss Control Team.

- One-Call Service: Enterprise has a single phone number for both maintenance and insurance issues. Through this number, we can quickly arrange towing, provide repair estimates, and reserve rental vehicles. Enterprise handles all details of each incident for the convenience of the City.
- Discounted Parts and Labor Pricing: When a vehicle is repaired at an approved facility, Enterprise negotiates lower rates on parts and labor. Our shops work to minimize downtime while vehicles are in repair.
- Monthly Billing with No Interest Cost: Fees are paid monthly, along with vehicle payments. There are no large cash deposits upfront nor any interest assessed on the unpaid portion, which reduces costs and increases cash flow.
- Strong Commitment to Quality Repair: Poor work can affect resale value. Our shops guarantee their work, and they fix any problems with recent repairs free of charge.
- Total Losses Handled: The City will not be at risk if the book value exceeds the market value of the vehicle. This "gap coverage" only applies to leases with Enterprise.
- Consolidated Billing: No additional check writing or administration time is required. Any expenses appear on the regular monthly billing statement.



FLEET MANAGEMENT

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4) Bidders shall provide a general description of the individual or firm's financial condition and identify any conditions, e.g., bankruptcy, pending litigations, planned office closures, impending merger, which may impede bidder's ability to provide lease and fleet management services.

Ranked on the Forbes America's Largest Private Companies list, Enterprise Fleet Management, together with our affiliate Enterprise Holdings, is unparalleled in size, strength and stability. As a privately held company, it is not our practice to publicly distribute consolidated financial information. However, our conservative and disciplined long-term approach to managing our business has earned us, by far, the strongest balance sheet in our industry.

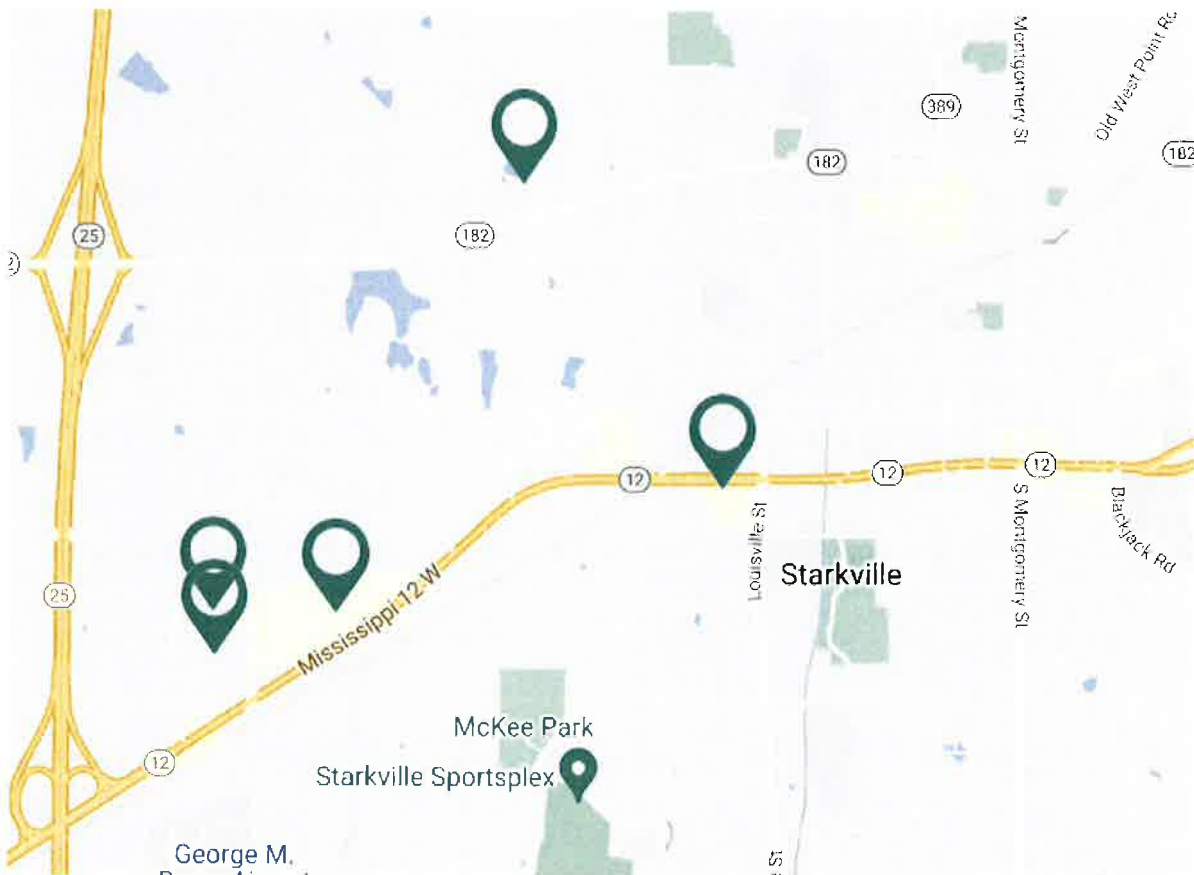
Standard and Poor's Rating Services recently upgraded Enterprise Fleet Management Inc.'s corporate credit rating to BBB+ from BBB. This reflects the financial strength of our company and our long-term approach to our business.

5) Bidders shall describe the firm's experience in performing services of a similar nature for counties, municipalities, or other government agencies.

Enterprise Fleet Management has been providing services in this capacity since our inception in 1957. We provide fleet management for a wide variety of towns and municipalities. We currently provide services for nearly 1,100 state and local government municipalities with more than 28,000 vehicles on lease.

6) Bidders shall identify subcontractors (maintenance facilities) in the State of Mississippi by name, address and telephone number.

The City has 5 maintenance and repair locations within ten miles. Please refer to <https://www.efleets.com/en/locations.html> to find a location near you.



Bidders shall provide a narrative that addresses the services they are proposing as outlined in the Scope of Work. The narrative should show the Bidders understanding of the City of Starkville's needs and requirements. Throughout the narrative, the Bidder shall include references for each area of services they are proposing. This section should also address the Bidder's plan to fulfill its obligations for the services.

• **COMPLETED LEASE AND POTENTIAL ADDITIONAL SERVICES PRICING FORMS.**

Please refer to the end of the bid packet for all pricing forms and agreement.

Itemized Cost List	
Interest Rate	Three-Year Treasury Bill, plus 350 basis points (subject to a floor as defined in our Master Lease Agreement)
Acquisition Cost (Factory Orders)	Manufacturer Invoice less best available incentives
Acquisition Cost (Dealer stock)	Dealer cost, plus \$60 Enterprise stock fee, less best available incentives
Management Fee	0.10% for Factory Orders, 0.15% for Dealer Stock Purchases - percent of vehicle price (monthly)
Service Charge	\$500 deducted from proceeds of vehicle at resale
Full Maintenance Charge	Monthly rate calculated using time and mileage
Maintenance Management Fee	\$8.00 per vehicle per month
Roadside Service Fees	No charge – included in Full Maintenance
Risk Management	Rate for Physical Damage Protection provided upon application completion
Licensing and Registration	\$25 per occurrence plus the actual fee from municipality
Violations and Toll Service	\$1 processing fee for Toll Management \$10 processing fee for unpaid toll violations not included in Toll Management program
GeoTab	Device: \$57 Basic: \$17 per month Pro: \$24 per month Pro Plus: \$29 per month
Fuel Program	No card fee. Rebate dependent on fuel spend
Interim Interest	No charge
Website	No charge
Reporting	No charge
Consultative Services / Account Management	No charge
Lost or Stolen Maintenance and Fuel Cards	No charge
Out of Network Maintenance Fees	No charge
Off Road / Off Lease Charge	No charge
Rental Admin Charges	No charge

- **ITEMIZED RATE SCHEDULE FOR LEASE EXPENSES PER VEHICLE TYPE AND SPECIFICATIONS OF PROPOSED VEHICLES. (USE ATTACHED BIDDING FORM)**

Please refer to the end of the bid packet for lease quotes. Final vehicle specifications will be approved by the City of Starkville on a vehicle-by-vehicle basis determined by acquisition strategy and available inventory.

- **CERTIFICATION AND/OR ACKNOWLEDGEMENT FORMS REQUIRED BY CITY OF STARKVILLE**

Please refer to the end of the bid packet for the required forms.

- **COPY OF CONTRACTOR'S STANDARD LEASE AGREEMENT AND OTHER RELATED CONTRACT DOCUMENTS.**

Please refer to the end of the bid packet for all pricing forms and agreement.

- **BID QUESTIONS**

Enterprise has read and understands this provision.

City of Starkville reserves the right to accept or reject bids that are in the best interest of the City. City of Starkville anticipates entering into a contract with the Bidder who submits the bid judged by the City of Starkville Board of Aldermen to meet the long-term goals of the City of Starkville operations.

Enterprise has read and understands this provision.

The City of Starkville requires vehicles on a lease basis satisfying the specifications described in this section and may potentially require the additional services described in this section on an "as needed" basis. Bidders are expected to submit bids that address all portions of this section. If a Bidder is unable to satisfy every element of this section but chooses to submit a bid anyway, it must clearly identify the element(s) it is unable to satisfy and the reason it cannot meet the requirement. The Starkville Board of Aldermen will review any exceptions taken but, at its sole discretion, may determine the bid not responsive City requirements and remove it from further consideration.

Enterprise has read and understands this provision.

A. LEASE REQUIREMENTS

For evaluation purposes, the City of Starkville is requiring all Contractors to use the following lease parameters. Upon award, the City of Starkville will negotiate with the awarded vendor the appropriate lease parameters the City deems necessary for each individual vehicle leased.

The following represents City of Starkville requirements for a lease:

- **Lease agreement based on a 60-month agreement with no mileage restrictions or wear and tear charges.**

Your local account team will work with the City to customize the lease terms and provided you with the most cost-effective leases that meet your specific needs. Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our open-ended equity leases can be structured with a Reduced Book Value at 60 months that can be extended for an additional 12 or 24 months, or continue month to month.

- **Contractor must supply End of Term Balance at the end of the 60-month agreement**

Enterprise has read and understand this provision.

- **List all other applicable fees and charges.**

Please refer to the Itemized Cost List on Page 11.

- **Maintenance as specified in "Scope of Maintenance" for the full term of the lease.**

Please refer to Page 8 for information on our maintenance programs.

- **The manufacturer's warranty shall be bumper to bumper for a minimum of three years or 36,000 miles, or the manufacturer's warranty, whichever is longer.**

Enterprise will honor the manufacturer-provided warranty specific to each vehicle leased by the City.

- **Define reporting capabilities including monthly management reports, comprehensive invoicing, maintenance notification, and electronic capabilities.**

Reporting Capabilities

The City can generate a wide range of reports through our online capabilities, including reports specific to billing information, maintenance, maintenance reminders, fuel analysis, fleet inventory lists, resale data, license renewals, risk management, mileage (personal and business), and more.

- Maintenance – spend outliers, utilization, and maintenance cards
- Taxable benefits and mileage reporting
- License and registration – renewal information
- Citation information
- Recalls – review recalls again, from a fleet level
- Fuel information and analysis
- Lease schedules – individual and bulk reporting
- Billing information, invoices, and statements
- Vehicle order status

Enterprise does not charge for any of our reports. The following reports are offered to help keep the total cost of ownership down for the City:

- **Executive Summary Client Review:** This report is run one to four times per year and keeps track of every dollar spent with the fleet and shows areas of savings or opportunities for improved cost management. The City's Account Manager will review this report in person with our day-to-day contacts.
- **Replacement Schedule:** This report is run one to two times per year and will allow the City to see where vehicles are in regard to market position and lease term/miles. This will help in making any necessary adjustments to the lease structure.
- **Fuel Report:** This report is run monthly and keeps track of all fuel usage and miles.
- **Maintenance Report:** This report is run monthly and tracks maintenance completed on vehicles and vehicles in need of service.

Invoices

Enterprise will provide monthly invoices that include all applicable charges — lease, maintenance, and insurance. These invoices can also be viewed and downloaded from our website for immediate access.

Most billing transactions are system controlled and automated to reduce mistakes resulting from human error. Any charge to the customer's bill that is initiated by a human rather than our internal systems requires manager approval before it is billed to a customer.

Details

- **Billing Period:** Enterprise invoices on a monthly basis. Invoices are available on the fourth business day each month and due on the 20th of that same month.
- **Format:** Invoices are available on the website in CSV, Excel and PDF formats. Physical invoices can also be mailed if the City desires. Our billing system has alpha/numeric coding capability for identification of specific vehicles.
- **Hierarchy:** Our hierarchy supports eight levels of organizational structure.
- **EDI Capable:** Yes.
- **Terms:** Payment terms are net 30.
- **Software:** We use PeopleSoft for both Accounts Receivable and Billing. It is very robust since it relates to both functionality and reporting. We can provide sample reporting upon request.
- **Reporting Term:** Invoices are kept for up to two years.

Mobile App

Enterprise Fleet Management's mobile application integrates with Enterprise's existing platforms and our customer website to ensure drivers have what they need whether they are in the office or on the road. When your drivers use the app, key information and important notifications will be easily accessible 24/7.

- **Real-time alerts:** administrators can send out customized, real-time alerts regarding mileage entry, insurance, license renewals, citations, maintenance, vehicle remarketing, and more. This includes the option for push notifications as well.
- **Maintenance service features:** view digital maintenance cards; schedule appointments directly from the app (featuring Firestone, with more vendors to be added)
- **Messaging:** allows the company to send messages to one or more drivers in the field
- **Status updates:** users can check on new vehicle orders; see when maintenance or repairs are completed
- **Maintenance notifications:** displays current or past-due oil change reminders and when work is completed
- **Map features:** drivers can search for the nearest fuel locations based on cost or distance; find the nearest maintenance shops, including preferred shops for faster service; and view turn-by-turn directions
- **Mileage and job tracking:** drivers can track personal vs. business mileage, make notes and track mileage for job-specific travel, and edit or correct odometer entries for accurate reporting
- **Accident reporting:** drivers can report and submit information directly to Enterprise, including photos of damage and accident details
- **Click-to-call:** includes contact information to quickly and easily reach the appropriate Enterprise contact or roadside assistance
- **Multiple vehicles:** manage multiple vehicles under a single user account
- **Pool vehicles:** customers with pooled vehicles can utilize the app to track and manage both vehicles and drivers, including convenient check-in and check-out features

Additional features currently under development include digital insurance cards and registration documents, more vendor options for scheduling maintenance appointments, and the ability to upload photos for vehicle profiles.

Enterprise Fleet Management Technology and Online Tools

Enterprise Fleet Management uses a combination of online tools, technologies, and automated processes to give our customers complete oversight of their fleets, lower overall costs, and provide convenience for drivers and administrators. These resources complement our local account management teams and allow us to supplement local support with self-service capabilities. Our IT teams are continually updating and enhancing our systems and technologies to provide new features and tools that our customers ask for.

Customer Website – Complete oversight on entire fleet and individual vehicles

- Customizable dashboards show graphs, data, and analysis that is most important to you
- Reporting covering entire fleet, with drill-down capability to individual vehicles
- Custom, automatic alerts for maintenance, billing, registrations, renewals, recalls, etc.
- Life-to-date maintenance data and complete vehicle history for each vehicle

Annual Client Review – Identify and lower costs

- Web-based solution for year-over-year fleet analysis led by local Enterprise team
- Analyze all fleet costs including maintenance, fuel, insurance, depreciation, etc.
- Document goals to develop the best possible fleet cycling plan and lower costs

Fleet Planning Toolkit – The right vehicles at the right cost

- Vehicle selector allows Enterprise to compare up to six vehicles side-by-side
- Integrate all costs for a total cost analysis
- Determine the best time to replace your vehicles

Auto Integrate – Minimize downtime

- Web-based repair and maintenance authorization platform to reduce downtime
- Integration with most national account partners for faster approvals
- Partnered with more than 35,000 maintenance and repair shops to eliminate billing issues
- Real-time maintenance updates
- Access to more than 100 ASE-certified technicians employed by Enterprise

Mobile App – Convenience for drivers

- Fuel station and maintenance shop locator
- Click-to-call roadside assistance
- Accident reporting (including photos)
- Receive alerts
- Enter and track mileage
- View order status of purchased vehicles
- View maintenance cards
- Check-in and check-out for vehicles with multiple drivers
- Edit incorrect mileage entries

- **All vehicles provided under this bid should be new from the factory.**

As the largest purchaser of vehicles in North America, Enterprise has the ability to acquire vehicles from nearly any manufacturer. We can offer new vehicles to accommodate this request for the City.

- **The contractor shall establish and maintain an appropriate organizational structure to enable local management of this contract with on-site representation when necessary.**

The City will have a team of fleet industry experts supporting your program, and you will also have a single point of contact for all your day-to-day fleet needs. It is our mission to develop a relationship with the City to ensure we streamline the entire fleet process – from the overall strategic plan to the purchase price and resale value.

Local Support

The Enterprise Fleet Management team in Birmingham, AL, located at 2271 Valleydale Road, Suite 300, will be supporting your program, along with corporate support and resources. The local account management team for the City will make themselves available to manage all aspects of the program, including on-site and virtual availability (pending health and safety regulation):

- Customer Service
 - Vehicle acquisition and ordering
 - Remarketing
 - Consultation and proactive program planning
 - License, Tag, and Title
 - Accounting
 - Traffic Violations and Citations

Account Management Team

Enterprise Fleet Management has experienced leadership at both the corporate and local level. This allows our regional group offices to make decisions at the local level to meet their customers' needs, while providing overall support, infrastructure and centralized services from our corporate teams.

You will be assigned a Client Strategy Manager and an Account Fleet Coordinator who we select based on the location of your company. It is our belief that the City will get the highest quality customer service from those who live and work in your area. This team is composed of the following, who will support you as follows:

Client Strategy Manager

- Works with the City to optimize the fleet through vehicle replacement/cycling based on market conditions.
- Conducts vehicle make/model comparisons and performs fleet cost analysis.
- Reviews the City's performance data through our Annual Client Review tool for year-over-year performance comparison.
- Meets regularly with the City to review fleet needs and identify account changes.

Account Fleet Coordinator (AFC)

- The City's primary contact for day-to-day fleet management needs related to maintenance, fuel, insurance, and Geotab telematics.
- Provides ongoing support to the City's driver team.
- Provides billing support.
- Manages the ordering process, including title procurement and registration.

Performance and Account Reviews

Once implemented, your Account Team will schedule quarterly fleet performance reviews to compare year-over-year cost savings and validate current initiatives. We will also hold an annual client review meeting to review the overall performance of your fleet. At that time, members of your account management team will provide recommendations regarding maintenance, fuel, insurance, acquisition, and resale based upon industry standards. If the City would like to meet outside of these scheduled reviews, Enterprise will meet with the City at no additional cost.

Enterprise Approach

Our goal as a fleet management company is to work with our clients to develop a long-term, sustainable fleet program that will increase efficiencies and lower their total cost of ownership. We accomplish this through our localized, hands-on approach to account management, industry-leading products and services, technology, and more than 60 years of experience managing vehicles. As the awarded vendor, Enterprise Fleet Management will work directly with the City to proactively create, implement and manage a cost-effective total transportation solution.

- **Registration and title fees shall be paid by the company providing the lease. City of Starkville will obtain state agency license plates following delivery and acceptance of each vehicle.**

Enterprise handles all registration, tax, and titling services on behalf of the client. This includes renewals, state transfers, duplicate requests and other DMV-related transactions so the City does not have to worry about monitoring when these are due. Enterprise Fleet Management has expertise in the License and Title process in every state and will work with the driver to collect all the proper documents necessary to complete registration, saving time and money by avoiding lines and paperwork at the DMV.

We would like to discuss this as we move further into the RFP process.



- **Vehicle replacements will be decided on a "case by case" basis according to the current needs of the City of Starkville applicable department needs.**

Life Cycle Analysis and Consultation

Your Client Strategy Manager will perform a cost analysis to make sure we are cycling vehicles at the proper time. We will also conduct a side-by-side vehicle comparison to verify that the City is using the most cost-efficient vehicles for your needs. We will work with you to make sure your drivers are getting the correct vehicle for their application and will offer recommendations based on the City's needs and budget.

When determining life cycle costs, we consider all core operating costs, including maintenance, fuel, and depreciation, and look for opportunities to improve. Often, a thorough investigation into later-life maintenance costs and diminishing resale values can offer insight into a more effective life cycle.

Our local, full-time Fleet Strategy Manager also keeps us abreast of resale market conditions and auction peaks and valleys. We want to ensure that our client's vehicles are coming off lease just as demand is high in the used car market. We are always looking to take advantage of peaks to help reduce our client's total cost of ownership.

- **All vehicles shall have an automatic transmission.**

Enterprise has read and understands this provision.

- **All vehicles shall be equipped with an AM/FM Radio with Bluetooth capability and at least one cellular phone charging port.**

Enterprise will work with the City to specialize out vehicles exactly to their needs and evaluate available stock options before acquiring any vehicle out of dealer inventory. Should a vehicle not come equipped with a desired option, Enterprise has the capability of working with aftermarket vendors to install any necessary equipment in the vehicle before its delivery.

- **A minimum of two key sets is required per vehicle.**

Please refer to the response directly above. Should a vehicle come with only one set of keys, Enterprise has the resources in place to ensure a duplicate copy can be provided.

- **Air conditioning is required on all vehicles.**

Enterprise has read and understands this provision.

- **Vehicles shall be delivered to City of Starkville with the required equipment and logos agreed upon during the vehicle order process.**

Upfitting/Aftermarket Equipment

Enterprise Fleet Management will coordinate the up-fit of necessary aftermarket equipment. We have established relationships with local and national vendors that supply these items and will deliver the equipment to the City in a work-ready state.

Enterprise will plan ahead with vendors to have equipment ready for installation once the ordered vehicles are delivered to ensure that the vehicles are ready for service as soon as possible. Enterprise will negotiate on the City's behalf to leverage volume discounts and deliver the lowest possible price on any needed equipment.

The equipment will be billed up front and the City will own the equipment at the conclusion or termination of the lease. Enterprise does not provide any maintenance of said equipment throughout the lease term, and decisions on whether to re-use or replace equipment on subsequent vehicles will be at the City's discretion.

- **The exterior color of each vehicle will be agreed upon during the order process.**

Enterprise Fleet Management works directly with you to find exactly what the City needs.

Once a replacement plan is in place, your local team will work with each driver to order the specific vehicles needed, based on the City's parameters.

- **The interior seats and addition of carpet will be agreed upon during the order process.**

Please refer to the previous response.

- **To the extent possible, all vehicles must be the best in class for fuel efficiency.**

Enterprise will examine and evaluate all available options annually to identify the vehicles with the lowest total cost of ownership – this includes taking advantage of reducing operational cost by operating the most fuel-efficient vehicles available.

- **Aftermarket equipment installations must not void any manufacture warranty.**

Enterprise will only use aftermarket vendors certified and approved by the City.

FY23-24 VEHICLE AND ACCESSORY REQUIREMENTS:

Four (4) – Dodge Ram 1500 Crew Cab OR SIMILAR - Parks

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission (4x4)
- Vinyl floor
- Towing package
- 5.7 Hemi engine

REQUIRED AFTERMARKET:

- Toolbox

One (1) – Dodge Ram 1500 Crew Cab OR SIMILAR - Streets

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission (4x4)
- Vinyl floor
- Towing package
- 5.7 Hemi engine

REQUIRED AFTERMARKET:

- Toolbox
- Top mounted Emergency flashing lights (green)

Two (2) – Dodge Ram 2500 Crew Cab OR SIMILAR - Streets

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission (4x4)
- Vinyl Flooring
- Towing package
- 6.4 Hemi engine
- All terrain tires

REQUIRED AFTERMARKET:

- Toolbox
- Top mounted Emergency flashing lights (green)

One (1) – Dodge Ram 3500 Regular Cab OR SIMILAR - Streets

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission (4x4)
- Vinyl flooring
- Towing package
- 6.4 Hemi engine
- All terrain tires

REQUIRED AFTERMARKET:

- Toolbox
- Top mounted Emergency flashing lights (green)

One (1) – Dodge Ram 4500 Chassis Regular Cab OR SIMILAR - Streets

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission (4x4)
- Vinyl flooring
- Towing package
- 6.7 Diesel engine
- All terrain tires

REQUIRED AFTERMARKET:

- Top mounted Emergency flashing lights (green)

Three (3) – Dodge Ram 1500 Crew Cab OR SIMILAR – Sanitation and Environmental Services

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission (4x4)
- Vinyl Flooring
- Towing package
- 5.7 Hemi engine

REQUIRED AFTERMARKET:

- Truck radio
- Toolbox
- Emergency flashing lights (grill, 4-way emergency)

One (1) – Dodge Ram 2500 Crew 4x4 OR SIMILAR – Sanitation and Environmental Services

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Vinyl Flooring
- Towing package
- 6.4 Hemi engine

REQUIRED AFTERMARKET:

- Truck radio
- Toolbox
- Emergency flashing lights (grill, 4-way emergency)

Fourteen (14) - DODGE DURANGO OR SIMILAR (PURSUIT) - Police

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Carpet
- 5.7L Hemi engine
- Standard Radio

REQUIRED AFTERMARKET:

- In grill and interior emergency (blue strobe) lights with takedown lighting
- Emergency Siren with speaker
- Note: Emergency radio installation, and Mobile Data Computer w/ stand installation will be the responsibility of the City of Starkville.

Two (2) – Dodge Ram 1500 Regular Cab OR SIMILAR - Police

REQUIRED EXTERIOR COLOR:

- Black

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Carpet
- Towing package
- 5.7 Hemi engine
- Standard Radio

REQUIRED AFTERMARKET:

- Internal grill emergency flashing lights (blue strobe)
- Siren with speaker
- Note: Emergency radio installation, and Mobile Data Computer w/ stand installation will be the responsibility of the City of Starkville.

Seven (7) – Dodge Ram Chargers OR SIMILAR - Police

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Carpet
- Standard radio

REQUIRED AFTERMARKET:

- In grill and interior emergency (blue strobe) lights with takedown lighting
- Emergency Siren with speaker
- Note: Emergency radio installation, and Mobile Data Computer w/ stand installation will be the responsibility of the City of Starkville.

One (1) - DODGE DURANGO OR SIMILAR (PURSUIT) - Fire

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Carpet
- 5.7L Hemi engine

REQUIRED AFTERMARKET:

- Fire responder emergency light package:
- Emergency bar light (red/white)
- Rear deck lights (red/white)
- Side marker lights (red/white)
- Siren with speaker
- Custom vehicle striping
- Note: Emergency radio installation, and Mobile Data Computer w/ stand installation will be the responsibility of the City of Starkville.

One (1) - DODGE 3500 OR SIMILAR (PURSUIT) - Fire

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Carpet
- Diesel engine

REQUIRED AFTERMARKET:

- First Responder Emergency light package:
- Emergency bar light (red/white)
- Rear deck lights (red/white)
- Side marker lights (red/white)
- Siren with speaker
- Custom vehicle striping (agency standard)

Note: Emergency radio installation, and Mobile Data Computer w/ stand installation will be the responsibility of the City of Starkville

One (1) – Dodge Ram 1500 Regular Cab OR SIMILAR - Fire

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Carpet
- Towing package
- 5.7 Hemi engine

REQUIRED AFTERMARKET:

- First Responder Emergency light package:
- Emergency bar light (red/white)
- Rear deck lights (red/white)
- Side marker lights (red/white)
- Siren with speaker
- Custom vehicle striping (agency standard)

Note: Emergency radio installation, and Mobile Data Computer w/ stand installation will be the responsibility of the City of Starkville



FLEET MANAGEMENT

Information contained on this page contains matters which are the subject of ongoing negotiations; are confidential and proprietary, and subject to strict restrictions and limitations on use and disclosure. Please refer to Enterprise Fleet Management's Statements on Confidentiality and Contingency for further detail. Copyright 2023 Enterprise Fleet Management, Inc. All rights reserved. All other marks are the property of their respective owners.

Two (2) – Dodge Ram 1500 Regular Cab OR SIMILAR – Starkville Utilities

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Vinyl floor
- Towing package
- 4 X 4
- 5.7 Hemi engine

REQUIRED AFTERMARKET:

- Toolbox
- Light kit (may include top mounted and/or strobes installed internally)
- Bedliner (optional)

Three (3) – Ford Maverick Crew Cab OR SIMILAR – Starkville Utilities

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Vinyl Floor
- Towing package

REQUIRED AFTERMARKET:

- Toolbox
- Light kit (may include top mounted and/or strobes installed internally)
- Bedliner (optional)

Two (2) – Dodge Durango SUV or SIMILAR- Airport

REQUIRED EXTERIOR COLOR:

- White

REQUIRED OPTIONS:

- Power window/locks/cruise
- Automatic Transmission
- Carpet
- Three seat row capacity

Enterprise has read and understands these vehicle provisions.



FLEET MANAGEMENT

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B. SERVICE AND MAINTENANCE REQUIREMENTS

City of Starkville shall keep and maintain each vehicle in normal operating condition and be responsible for making sure all service, maintenance, and repairs are performed to maintain the warranty. The Bidder will include a maintenance service plan and list of local vendors who are currently utilized as service contractors with the Bidder.

Enterprise has read and understands this provision. Please refer to Page 8 for our maintenance programs and Page 10 for repair locations.

Does your company provide a program in which the maintenance costs are billed back to the City of Starkville as they occur?

Yes. Please refer to Page 8 for information on our Maintenance Management Program.

Does your company provide a program in which the maintenance costs are fixed and guaranteed during the life of the lease?

Yes. Please refer to Page 8 for information on our Full Maintenance Program.

If yes to either of these questions, please include the cost of program(s) in the pricing section and provide detail on program(s) including but not limited to:

- **Location of facilities that will perform services**

Please refer to Page 10 for locations near the City.

- **Monitoring, tracking, and service needed notification capabilities / procedures**

Preventative Maintenance Notifications

All preventative maintenance notifications are available for the City administrators to view on our website, and the Enterprise mobile app will push alerts to the driver's mobile device when maintenance work is due.

Our National Service Department follows manufacturer-recommended intervals as per each vehicle's owner's manual.

In addition, designated the City administrators can manually select driver notifications when the initial alert is received. In addition to preventative maintenance notifications, our customer website provides alerts for:

- Maintenance and mileage updates
- Registration status for each unit on the maintenance program.

Our website contains vehicle maintenance and repair history. It shows month-to-month activity as well as per-unit history. These reports also note any vehicles that have not had service within the past month. Vehicle repair and maintenance history is updated nightly within our website. Any discrepancies or abnormalities to the daily mileage reports will be highlighted.

Please refer to Page 15 – 18 for more information about reporting capabilities and online technology.

• Included and excluded items / coverage

Full Maintenance – Included Coverage

Routine Maintenance	Unscheduled / Uncommon Repairs	Quantifiable Items (can be included as needed)
Incidental (fluids, hoses, belts)	Towing	Tires
Lube, Oil, Filter	Tie Rods	Front Brakes
Tire Rotation	Battery	Rear Brakes
Air Filter	Alternator	Brake Rotors
Transmission Service	Starter	Brake Calipers
Wheel Alignment	Fuel Pump	
Wheel Balance	Water Pump	
Fuel Filter	Timing Chain / Belt	
Serpentine Belt	Master Cylinder	
A/C Service	Exhaust	
Replace Plugs	Transmission	
Coolant Service	A/C System	
	Engine Replacement	

Full Maintenance – Excluded Coverage

Routine Maintenance	Unscheduled / Uncommon Repairs
Oil and fluids between NSD scheduled services	Flat Tire Repair
Fuel	Repairs necessary due to lack of maintenance including failure to maintain fluid levels
Washing	Repairs or maintenance of any aftermarket equipment including chassis alterations and body add-ons
	Repairs or maintenance of dealer installed options

- **Compatibility with manufacturer's warranty**

We follow the manufacturer-specific maintenance schedule in order to maintain vehicle warranty.

- **Qualification requirements for those performing work on leased vehicles**

Our National Service Department (NSD) technicians are Automotive Service Excellence (ASE) certified to ensure technical expertise. Our agents receive:

- Additional technical training
- Access to technical and labor guide systems
- Continuous updates about maintenance trends and service bulletins
- Notification of safety recalls released by the manufacturers

From a call center perspective, the NSD has 100 percent call recording to ensure consistent, high-quality service. Calls and repair orders are reviewed to ensure we are providing the most value to our customers.

C. DESCRIPTION/WORK STATEMENT

Vehicle Quantities and Locations

THIS IS A NON-GUARANTEED AMOUNT CONTRACT; the City of Starkville reserves the right to order any number of leased vehicles and additional services it deems in the best interest of the City.

Enterprise has read and understands this provision.

Vehicle Mileage and Term

The Contractor shall be able to support vehicle return and replacement as specified in the contract. The awarded Contractor may propose, and the City may consent to such different terms due to better vehicle resale potential.

Your Client Strategy Manager will perform a cost analysis to make sure we are ordering and cycling vehicles at the proper time. We will also do a side-by-side vehicle comparison to verify that the City is using the most cost-efficient vehicles for your needs. We will work with the City to make sure drivers are getting the correct vehicle for their application, and within the boundaries set by the City.

Remarketing Overview

Together with Enterprise Holdings, we are the largest remarketer of vehicles in North America consisting of 300 remarketing professionals and over 19,000 dealers and auctions. As a result, we are able to leverage our size to efficiently remarket fleet vehicles. Enterprise will use all of the available options — both online and in person — when remarketing the City's vehicles to ensure the highest net return. Our extensive data system allow us to capitalize on geographic variations in the market, as well as timing nuances, which helps us outperform national averages. For example, we outperform Black Book values with an average gain of \$1,552 more per vehicle, based on vehicles with an average of 69,000 miles.

Remarketing Process

Your assigned account team will work directly with your drivers to schedule a convenient time to have the vehicle dropped off or picked up and taken to our remarketing lot. At this lot, vehicle condition will be assessed and a marketing strategy unique to each unit will be put into place. Enterprise will determine the best way to remarket your vehicle, whether it is dealer-direct, online, or in the auction lane. We will work to maximize the sales price of your vehicles and return the greatest amount of equity as quickly as possible.

Vehicle Inspection

All vehicles leased under this contract shall be inspected, at which point vehicle inspection documentation will be provided indicating the general condition of the vehicle.

Inspections are performed during the vehicle delivery process.

Enterprise Fleet Management has 17,000 dealers in our database through which we can arrange vehicle delivery. Unless defined otherwise, we start our search for courtesy delivery (CD) dealers with fees under \$150 and within 35 miles of the driver. We shop for the best deal for all parties and always look for volume discount opportunities. When applicable we use the same dealers continuously to ensure they understand Enterprise and our customers' expectations. We have detailed instructions letting the dealer know step-by-step what is needed for a smooth transaction, including payment.

This is what we expect from our CD dealers:

- Acceptance of vehicle, including inspection for damage or missing equipment.
- Filing of claims and making arrangements for any necessary repairs.
- Preparation of vehicle for delivery, including performing the post-delivery inspection, cleaning the vehicle, and installing any equipment.
- Timely delivery of vehicle to driver, including providing excellent customer service and a demonstration of the vehicle.
- Application for Title and Registration with the state and installation of license plates or temporary tags.

Condition of Leased Vehicles

Each vehicle furnished under this contract shall be new and in safe operating condition, the City of Starkville shall accept or reject the vehicles promptly after receipt. If the City determines that any vehicle is defective or unsafe at delivery, the City shall promptly inform the Contractor in writing.

Enterprise has read and understands this provision. All vehicles provided will be new and in safe operating condition.

DELIVERIES OR PERFORMANCE

Term of Contract and Period of Performance:

This contract consists of a 60-month agreement with annual evaluations for the FY2023-2024 vehicles. Annual evaluations of the lease agreement will be conducted by the City of Starkville to assess the need to continue with the lease agreement, return the vehicles to the Contractor, or continue as a lease/purchase. The Contractor's responsibilities under this contract and period of performance will cease when the last vehicle furnished under the contract has been returned to the Contractor, provided there are no remaining issues in dispute.

Enterprise Fleet Management can offer lease terms as short as 12 months and as long as 60 months, or at any six-month interval in between. While we do not offer initial lease terms beyond 60 months, our open-ended equity leases can be structured with a Reduced Book Value at 60 months that can be paid off or extended for an additional 12 or 24 months, or continue month to month until the Reduced Book Value has been completely paid off.

Delivery Schedule

The Contractor must provide a proposed timeline to deliver vehicles after receipt of an order for a given vehicle. In the event delivery cannot be completed within this period, the Contractor shall notify the City of Starkville when it becomes aware it cannot meet the schedule and shall indicate the reason for delay and a projected delivery date. The City reserves the right to cancel the order at that time without cost to the city. In any event, the City of Starkville's obligation to pay does not commence until the City operating through its receiving department head accepts delivery of a vehicle from the Contractor.

Please note that we will make a good faith effort to provide vehicles within 24-32 weeks. Circumstances outside of our control, particularly relating to manufacturer inventory, may delay our ability to deliver vehicles within a specified time frame. Order-to-delivery expectations are set by each manufacturer for each vehicle model, and the Enterprise ordering team in St. Louis closely monitors any changes that the manufacturers make to their published lead times. Your Client Strategy Manager and/or Account Fleet Coordinator can provide the latest delivery expectations upon request.

End of Lease Options

At the end of the lease term, the City of Starkville may:

(1) Turn the vehicle in to be disposed of by the Contractor

Options at completion of an Open-Ended Lease term:

- Enterprise can renew your vehicles with new models and apply any gains to the replacement vehicle
- The City can extend the term of the lease
- Enterprise can facilitate the sale to an employee or a third party

Enterprise Fleet Management can sell the aged vehicles in a process that generates a competitive price. Gains are defined as the difference between the resale proceeds from our remarketing efforts and the open-market sale and the Reduced Book Value. There are no mileage charges or excessive wear-and-tear charges.

The vehicle can be resourced back into the City's owned fleet at any time during the lease period. As a result, resourcing is just as simple as outsourcing.

Enterprise Fleet Management can facilitate the sale of a vehicle to a City employee or a third party. This is done through an independent service to ensure a fair and beneficial process for all involved parties.

When turning vehicles into the Contractor, the Contractor will:

(1) Check vehicle in with a written report

Please refer to Page 32 for our remarketing process.

(2) Within four weeks, Contractor will communicate to the City a minimum market value for vehicle based on at least two offers or bids.

Please refer to Page 32 for our remarketing process.

Funding Information

This contract does not, in itself, order any specific vehicles, nor does it create an obligation of funds. The City of Starkville obligates funds through issuance of separate documents labeled "purchase orders." Prior to placement of orders, the City expects to issue purchase order(s) containing sufficient funding to cover the projected need through the end of the then-current ordering period. If additional orders create the need for funding in excess of amounts previously obligated, the City will obligate additional funding to cover the shortfall. The Contractor and the City will each monitor funding levels to ensure adequate funding is always in place to make payments required under this contract. In the event the Contractor believes a potential shortfall exists, the Contractor shall immediately notify the City and the parties shall take necessary action to address the situation.

Enterprise has read and understands this provision.

Notice Regarding Availability of Annual Appropriations

Orders placed under this contract will be funded by annual appropriations. The City of Starkville intends to obligate amounts sufficient to cover projected payments over twelve-month periods coinciding with the ordering periods. Depending on the negotiated alternative selected, orders may be subject to availability of appropriations for future fiscal years. Notwithstanding, the City does indicate, by placement of orders under this contract, its intent to continue to lease the ordered vehicles for the length of time specified in the contract. Other than for reasons of default or convenience as authorized by applicable termination clauses, the parties acknowledge that orders will be cancelled, and obligations of the parties will cease, only in the event of nonappropriation or if the City's requirement no longer exists.

Enterprise has read and understands this provision. We would like to discuss this as we move further into the RFP process.

Invoice Instructions

Detailed invoicing instructions will be negotiated between the City of Starkville and the tentatively selected contractor.

As previously mentioned, Enterprise will provide monthly invoices that include all applicable charges — lease, maintenance, and insurance. These invoices can also be viewed and downloaded from our website for immediate access.

Most billing transactions are system controlled and automated to reduce mistakes resulting from human error. Any charge to the customer's bill that is initiated by a human rather than our internal systems requires manager approval before it is billed to a customer.

Details

- **Billing Period:** Enterprise invoices on a monthly basis. Invoices are available on the fourth business day each month and due on the 20th of that same month.
- **Format:** Invoices are available on the website in CSV, Excel and PDF formats. Physical invoices can also be mailed if the City desires. Our billing system has alpha/numeric coding capability for identification of specific vehicles.
- **Hierarchy:** Our hierarchy supports eight levels of organizational structure.
- **EDI Capable:** Yes.
- **Terms:** Payment terms are net 30.
- **Software:** We use PeopleSoft for both Accounts Receivable and Billing. It is very robust since it relates to both functionality and reporting. We can provide sample reporting upon request.
- **Reporting Term:** Invoices are kept for up to two years.

SPECIAL CONTRACT REQUIREMENTS

Insurance and Liability

(a) The City of Starkville is insured for liability and collision coverage. The City shall be responsible for damage to:

(1) Leased vehicles where such damage is not beyond economical repair. In cases where a balance is owed to the Contractor on a vehicle deemed "totaled" by an insurance adjuster, the balance will be paid off by the insurance company, less the deductible which will be paid by the City of Starkville. Any surplus of funds over the amount owed to the Contractor will be forfeited to the City of Starkville.

(2) Property of third persons, or the injury or death of third persons, where such damage results from the fault, negligence, or wrongful act or omission of the Government, its agents, or employees.

(b) The City of Starkville shall provide and maintain insurance covering its selection of vehicles under each leasing term by utilizing the City's current insurance agreement which covers all vehicles owned, operated, or leased by the City of Starkville.

Enterprise has read and understands this provision. Please refer to Page 9 or more information about our coverages.

SIGNATURE SHEET

FLEET LEASING AND MANAGEMENT PROGRAM RFP

I, the undersigned, do hereby acknowledge I have read all the requests listed herein and have submitted my bid accordingly. I have submitted all documentation required.

Company Name: Enterprise Fleet Management

Principal Location of the Company: 600 Corporate Park Drive, St. Louis, MO 63105

Authorized Person in Charge of Project at this Location: David Shoop

Signature: Dave Shoop

Type or print name as signed above: Dave Shoop

Direct telephone: (314) 274-4795

Fax Number: () N/A

Cell Phone: (602) 818-8690

Email: David.G.Shoop@efleets.com

Local Location if different from above: 2271 Valleydale Rd., Suite 300, Birmingham, AL 35244

Authorized Person in Charge of Project at this Location: Rachael winning

Signature: Rachael Winning

Type or print name as signed above: Rachael winning

Direct telephone: (314) 274-4360

Fax Number: (205) 829-2731

Cell Phone: (314) 724-6395

Email: Rachael.A.Winning@efleets.com

BIDDER CONFLICT OF INTEREST STATEMENT

STATE OF MISSISSIPPI, OKTIBBEHA COUNTY. Before me, the undersigned authority, personally appeared Rachael Winning, who was duly sworn deposes and states:

1. I am the Finance Director of Enterprise Fleet Management with a local office in Birmingham, Alabama and principal office in St. Louis, Missouri.
City & State *City & State*
2. The above-named entity is submitting a Proposal for the City of Starkville described as Request for Proposal Fleet Leasing and Management Program.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above-named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above-named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Starkville.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Starkville.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above-named entity, will immediately notify the City of Starkville.

DATED this 24th day of May, 20 23

Rachael Winning
(Affiant)

Rachael Winning, Finance Director
Typed Name and Title:

Sworn to and subscribed before me this 25 day of May, 20 23

Personally Known: x Or produced identification: _____

Identification type: _____

Notary Public-State of: Alabama

Printed, typed, or stamped commissioned name of notary public.

My commission expires: MY COMMISSION EXPIRES AUGUST 16, 2023

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

Rachael Winning, being duly sworn, deposes and says that:

1. He/She is Finance Director of Enterprise Fleet Management the bidder that has submitted the attached proposal;
Title Company Name

2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such Bid is genuine and is not a collusive or sham bid:

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham Bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Starkville or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

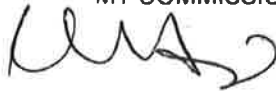
SIGNED: Rachael Winning

TITLE: Finance Director

SUBSCRIBED AND SWORN TO BEFORE ME THIS 25 DAY OF May, 2023

Notary Public, State of Mississippi. My Commission Expires: _____

MY COMMISSION EXPIRES AUGUST 16, 2023



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

REFERENCES

As per the General Specifications Section, below is a list of at least three (3) client/customer references including company name, address contact person, telephone number and length of time services provided. (Note: only list those clients /customers in which a similar type of equipment/product of scope of work/service was provided.)

REFERENCE (1)

Company Name: City of Pearl, Mississippi

Address: 2420 Old Brandon Rd., Pearl, MS 39208

Business Phone#: (601) 932-2262

Contact Person: Jake Windham, (Mayor)

Length of Relationship: 25 months

REFERENCE (2)

Company Name: City of Pontotoc

Address: 116 N Main St., Pontotoc, MS 38863

Business Phone#: (662)489-4321

Contact Person: Bob Peeples

Length of Relationship: 22 months

REFERENCE (3)

Company Name: City of Kosciusko, Mississippi

Address: 222 E Washington St., Kosciusko, MS 39090

Business Phone#: (662)289-1226

Contact Person: Michelle Quesnot

Length of Relationship: 15 months

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.

Contingency Language for the City of Starkville Request For Proposal

It is Enterprise Fleet Management Inc.'s intention to work with the City of Starkville to arrive at a mutually beneficial solution regarding contract negotiations of the City of Starkville's Terms and Conditions. Enterprise Fleet Management utilizes Enterprise FM Trust as the Lessor in the asset-backed securitization (ABS) market, which is the best market for a leasing business to obtain its debt. Without a Trust as the Lessor, it would not be possible to enter this debt market. Additionally, certain terms and conditions that obligate the Trust may prohibit entering this debt market. Due to this, we would like to negotiate certain terms of the City of Starkville standard Contract Terms and Conditions.

Additionally, our Master Lease Agreement must supersede all other agreements.

All pricing is subject to successful contract negotiations and dependent on credit worthiness.

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

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this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

Initials: EFM_____ Customer_____

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSOR: Enterprise FM Trust	
By: Enterprise Fleet Management, Inc. its attorney in fact	
LESSEE: _____	Signature: _____
Signature: _____	By: _____
By: _____	Title: _____
Title: _____	Address: _____
Address: _____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM_____ Customer_____

FULL MAINTENANCE AGREEMENT

This Full Maintenance Agreement (this "Agreement") is made and entered into this _____ day of _____, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and _____ ("Lessee").

WITNESSETH

1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire or brake repair and replacement beyond what is allocated within the Lease Schedule, (d) washing, (e) repair of damage due to lack of maintenance or neglect by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of, or damage caused by, any alterations, upgrades, upfitting, additions, improvements (collectively, "Alterations") or unauthorized replacement parts added to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans), software or other equipment (including, without limitation, lift gates, autonomous or automated vehicle equipment, components, parts or products, and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of (1) an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or (2) Lessee's failure to maintain or use the Covered Vehicle as required by and in compliance with, (A) the Lease, (B) all laws, statutes, rules, regulations and ordinances (including without limitation such applicable federal, state and local laws, statutes, rules, regulations, ordinances, guidance and professional standards governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and (C) the provisions of all insurance policies affecting or covering the Covered Vehicles or their use or operation, (h) roadside assistance or towing for routine vehicle maintenance purposes unless the vehicle is inoperable, (i) mobile services, (j) the cost of loaner or rental vehicles beyond what is allocated within the Lease Schedule or (k) if the Covered Vehicle is a Vehicle with a manual transmission, such manual transmission clutch adjustment or replacement. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$125.00, which may change from time to time based on market conditions, Lessee or service provider must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$125.00, which may change from time to time based on market conditions, for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle beyond the contract mileage not to exceed 120,000 miles.

5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card"), which is an electronic card located on the Efleets mobile app and the e fleets.com client website, for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee shall immediately cease using or accessing the EFM Card. The EFM Card is non-transferable.

Initials: EFM_____ Lessee_____

6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO ANY EQUIPMENT, PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

In no event shall EFM or its agents or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this agreement, including, without limitation, any breach or performance of this agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not EFM or its agents or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Lessee shall promptly notify EFM of any change in the Lessee's address.

10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Full Maintenance Agreement as of the day and year first above written.

LESSEE: _____ EFM: Enterprise Fleet Management, Inc.

Signature: _____ Signature: _____

By: _____ By: _____

Title: _____ Title: _____

Address: _____ Address: _____

Date Signed: _____, _____ Date Signed: _____, _____

Initials: EFM _____ Lessee _____



MAINTENANCE MANAGEMENT AND FLEET RENTAL AGREEMENT

This Agreement is entered into as of the _____ day of _____, by and between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" ("EFM"), and _____ (the "Company").

1. ENTERPRISE CARDS: EFM will provide the Company with an EFM Card for each vehicle, which EFM Card is an electronic card and is located on the Efleets mobile app and the efleets.com client website, for use in authorizing the payment of charges incurred in connection with the vehicle maintenance program (the "Program") for a vehicle. The Company agrees to be and shall be liable to EFM for all charges made by or for the account of the Company with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM will invoice the Company for all such charges, and the Company agrees to and shall pay to EFM all invoiced amounts in accordance with the terms of this Maintenance Management and Fleet Rental Agreement (Agreement). EFM reserves the right, and the Company agrees and acknowledges that EFM shall have the right, to change the terms and conditions as set forth in this Agreement for the use of the EFM Card at any time. The EFM Card is and shall remain at all times the property of EFM, and EFM may revoke the Company's right to possess, access, or use the EFM Card at any time and for any reason. The EFM Card is non-transferable. EFM will provide a driver information packet (the "Packet") outlining the Maintenance Management Program. The Parties agree that the Maintenance Management Program is subject to the terms and conditions of the Packet.

2. VEHICLE REPAIRS AND SERVICE: EFM will provide purchase order control by telephone, electronic mail, or in writing authorizing charges for service, maintenance, or repairs exceeding \$125.00, which may change from time to time based on market conditions, or such other amount as may be established by EFM, in its sole discretion, from time to time under the Program. All charges for service, maintenance or repairs will be invoiced to EFM. Invoices will be reviewed by EFM for accuracy, proper application of any applicable manufacturer's warranty, application of potential discounts and unnecessary, unauthorized repairs.

Notwithstanding the above, in the event the repairs and service are the result of damage from an accident or other non-maintenance related cause (including glass claims), these matters will be referred to the Company's Fleet Manager. If the Company prefers that EFM handle the damage repair, the Company agrees to assign the administration of the matter to EFM. EFM will administer such claims in its discretion. The fees for this service will be up to \$125.00 per claim and the Company agrees to reimburse for repairs as outlined in this agreement. If the Company desires the assistance of EFM in recovering damage amounts from at fault third parties, a Vehicle Risk Management Agreement must be on file for the Company.

3. BILLING AND PAYMENT: All audited invoices paid by EFM on behalf of the Company will be consolidated and submitted to the Company on a single monthly invoice for the entire Company fleet covered under this Agreement. The Company is liable for, and will pay EFM within twenty (20) days after receipt of an invoice or statement for, all purchases invoiced to the Company by EFM, which were paid by EFM for or on behalf of the Company. EFM will be entitled to retain for its own account, and treat as being paid by EFM for purposes of this Agreement, any discounts it receives from a supplier with respect to such purchases which are based on the overall volume of business EFM provides to such supplier and not solely the Company's business.

4. RENTAL VEHICLES: The EFM Card allows the Company the option to arrange for a rental vehicle at a discounted rate with a subsidiary or affiliate of Enterprise Holdings, Inc. ("EHI") for a maximum of two (2) days without prior authorization from EFM. Extensions beyond two (2) days must be approved by EFM. The Company shall be fully responsible for all obligations under any rental agreement with a subsidiary or affiliate of EHI pursuant to this Agreement. All drivers of a rental vehicle must be at least twenty one (21) years of age unless otherwise required by law, hold a valid driver's license, be an employee of the Company and authorized by the Company through established reservation procedures and meet all other applicable requirements of the applicable subsidiary or affiliate of EHI. The Company will be provided a specific telephone number for use in arranging a rental vehicle described in this Section.

5. NO WARRANTY: The Company acknowledges that EFM does not perform maintenance or repair services on the Company's vehicles or any rental vehicles and any maintenance or repair services are to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER OF ANY KIND, EXPRESS OR IMPLIED, WHETHER ARISING BY COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO PRODUCTS, REPAIRS OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE, QUALITY OR FITNESS FOR USE. Any defect in the performance of any product, repair or service will not relieve the Company from its obligations under this Agreement, including without limitation the payment to EFM of monthly invoices.

6. CANCELLATION: Either party may cancel any Card under this Agreement or this Agreement in its entirety at any time by giving thirty (30) days written notice to the other party. The cancellation of any Card or termination of this Agreement will not affect any rights or obligations under this Agreement, which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to such cancellation or termination. Upon such cancellation or termination, the Company shall immediately cease using or accessing the EFM Card. Notice to EFM regarding the cancellation of any Card shall specify the Card number and identify the Company's representative. EFM will exercise due care to prevent additional charges from being incurred once the Company has notified EFM of its desire to cancel any outstanding Card under this Agreement.

Initials: EFM _____ Company _____

7. NOTICES: Any notice or other communication under this Agreement shall be in writing and delivered in person, electronic mail or mailed postage prepaid by registered or certified mail or sent by express overnight delivery service with a nationally recognized carrier, to the applicable party at its address set forth on the signature page of this Agreement, or at such other address as any party hereto may designate as its address for communications under this Agreement by notice so given. Any such notice or communication sent by mail will be effective and deemed received three (3) days after deposit in the United States mail, duly addressed to the address for the Party set forth below, with registered or certified mail postage prepaid. Any such notice or communication sent by express overnight delivery service with a nationally recognized carrier will be effective and deemed received one (1) day after deposit with such delivery service, duly addressed, with delivery fees prepaid. The Company shall promptly notify EFM of any change in the Company's address.

8. FEES: EFM will charge the Company for the service under this Agreement \$_____ per month per Card.

9. MISCELLANEOUS: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Company may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement is governed by the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and the Company have executed this Maintenance Management and Fleet Rental Agreement as of the day and year first above written.

COMPANY: _____

EFM: Enterprise Fleet Management, Inc.

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date Signed: _____

Date Signed: _____

Initials: EFM_____ Company_____

FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of _____ is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of August 2021 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and _____ ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Mississippi (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

Signature: _____
(Lessee)

By _____

Title: _____

Date Signed: _____, _____

Signature: _____
Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

Date Signed: _____, _____

GOVERNMENT CREDIT APPLICATION

Please complete all applicable items.

Company Name _____ Credit Applicant _____ Year Business Started _____
 Street Address _____ City _____ State _____ Zip _____
 E-mail _____ Phone # _____ Fax # _____
 Government Entity Type: ☐ State ☐ County ☐ City ☐ Other: _____
 Type of Business _____ Duns Number _____
 Parent Company or Affiliates(Name & Address): _____

PRIMARY CONTACT INFORMATION

Name _____ E-mail _____ Phone # _____
 Fleet Manager Address _____

FINANCIAL INFORMATION

Are your books prepared by an outside Accountant? ☐ Yes ☐ No
 Accountant Name _____ Email Address _____ Phone # _____

ENCLOSING WITH APPLICATION

Three years of Financial Statements (with footnotes) ☐ Audited ☐ Opinioned ☐ Internal
 Published Annual Reports ☐ Yes ☐ No
 Income Tax Returns (3 years) ☐ Yes ☐ No
 Other Items Included: _____
 Federal ID Number: _____
 Fiscal Year End (Month): _____

CURRENT VEHICLE SUPPLIER

Principle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
Current Vehicle Suppliers	Phone #	E-Mail Address	Acct #	# of Vehicles
☐ Purchasing ☐ Leasing ☐ Finance				

INSURANCE

Company _____ Agent _____ Policy # _____ Exp. Date _____
 Street Address _____ City _____ State _____ Zip _____
 Phone # _____ Fax # _____

ACH AUTHORIZATION AGREEMENT

LESSEE INFORMATION

Company Name _____ FEIN _____
Street Address _____ City _____ State _____ Zip _____
Contact Name _____ Phone # _____ Fax # _____
Email Address _____

BANK INFORMATION

Bank Name _____ Checking Account Only _____
Street Address _____ City _____ State _____ Zip _____
Bank Contact Name _____ Phone # _____ Fax # _____
ABA / Routing Number: _____ Account Number: _____

****PLEASE ATTACH A VOIDED CHECK FOR THE ACCOUNT LISTED ABOVE****

Upon approval of this Credit Application, I (we) hereby authorize Enterprise Fleet Management, Inc., hereinafter called "EFM", to initiate, if necessary, credit entries and adjustments for any debit entries in error, to my/our checking account indicated above and to further authorize the depository named above, hereinafter called "DEPOSITORY", to debit and/or credit the same to such account. I (we) covenant and agree to instruct any and all banks or other financial institution specified in this Credit Application and ACH authorization to process debits using the Automated Clearing House funds-transfer system.

This transaction will be completed in accordance with the following provisions:

1. The withdrawal will occur on the 20th of each month. If the 20th of each month falls on a weekend, amounts will be withdrawn on the next business day.
2. An electronic copy of the invoice and/or statement will be available on EFM's website (<http://efmfleetaccess.efleets.com>) by the 5th business day of each month. The Lessee will be expected to review the invoice/statement prior to the 15th of each month. The Lessee reserves the right to call EFM and dispute a charge by the 15th of the month. EFM will withdraw the entire invoice amount each month if no charges have been disputed by the 15th of each month. Upon request to EFM, a hard copy of an invoice or statement will be mailed to the lessee each month via the United States Postal Service.
3. For any amount owed by the Lessee to EFM that is not paid due to insufficient funds on the date the debit should occur, a \$25 non-sufficient funds transaction fee will be assessed. The transaction fee shall be paid by the Lessee to EFM on demand.
4. This authorization is to remain in full force and effect until EFM has received written notification from the Lessee of its termination in such time and in such manner as to afford EFM and DEPOSITORY a reasonable opportunity to act on it. Cancellation will also occur if EFM has sent the Lessee a ten day written notice for EFM's termination of the agreement. Cancellation requests for this agreement should be forwarded to:

ARBilling@efleets.com

STATEMENT OF POLICY AND PROCEDURES

Enterprise Fleet Management, Inc. and affiliates will use the information provided in this for the purpose of fleet and rental related services/programs.

Enterprise Fleet Management, Inc. reserves the right to return this application if all sections are not completed or determined misleading.

Enterprise Fleet Management, Inc. will conduct future inquiries on an annual basis as part of the annual credit review process or as fleet size increases, and reserves the right to ask for additional or updated financial information as the need warrants as part of the credit underwriting process.

AUTHORIZED SIGNERS FOR MOTOR VEHICLE LEASE(S)

RESOLVED, The undersigned hereby certifies (i) that he/she is the duly appointed _____ (Title) for _____ (Entity legal name) hereafter known as "The Entity", (ii) that he/she is authorized by The Entity to execute and deliver on behalf of The Entity to Enterprise Fleet Management, hereafter known as "Enterprise" ("Lessor") and the Master Lease Agreement between Enterprise and the Entity) the ("Lessee"), and (iii) that the following individuals are authorized and empowered on behalf of and in the name of The Entity to execute and deliver to Enterprise Schedules to the Lease for individual motor vehicles, together with any other necessary documents in connection with those Schedules:

RESOLVED FURTHER, that:

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Print Name

Title

Bond Rating: _____ Rating Agency: _____ Federal ID#: _____

RESOLVED FURTHER, that EFM is authorized to act upon this authorization until written notice of its revocation is received by EFM.

I do hereby certify that the information contained in this Credit Application is accurate in all material aspects as required by law. Further, I do hereby certify

Print Name

Title

Signature

Company Name

Date

For the purpose of seeking to secure credit from Enterprise Fleet Management, Inc. (together with its affiliates, successors, assigns and third party service providers, "EFM"), Credit Applicant (a) authorizes (i) EFM to run a credit report, investigate and verify the information in this Credit Agreement, and/or obtain financial and/or credit information from any person or entity with which Credit Applicant has or had financial dealings, including banks, lending institutions and trade or credit references, whether or not such person or entity is identified in this Credit Application, which information may include financial statements, tax returns, and banking records, (ii) EFM to contact any of Credit Applicant's current or former employers or creditors to verify any information contained herein or received in connection with this Credit Application if Credit Applicant is a sole proprietor, and (iii) any third party who may have relevant information to provide such information to EFM, (b) will notify EFM if there is any change in name, address, or any material adverse change (i) in any of the information contained in this Credit Application, (ii) in Credit Applicant's financial condition, or (iii) in Credit Applicant's ability to perform their respective obligations to EFM, and (c) represents and warrants that any and all information provided to EFM by Credit Applicant is true, correct and complete as of the date hereof. The lack of any notice of change in the representations and warranties included in this Credit Application shall be considered a continuing statement that the information provided in this Credit Application remains true, correct and complete.

As permitted by law, EFM may also release information about EFM's credit experience with Credit Applicant. Credit Applicant understands and agrees that all reports and records developed by EFM or any third party agent in connection with the foregoing investigations are the sole property of EFM and will not be provided to Credit Applicant unless otherwise required by applicable law or agreed to by EFM in writing.

The Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that Credit Applicant has the capacity to enter into a binding contract); because all or part of Credit Applicant's income derives from any public assistance program; or because Credit Applicant has in good faith exercised any right under the Consumer Credit Protection Act. If this credit application is denied, Credit Applicant may have the right to a written statement of the specific reason(s) for the denial. To request to obtain the statement, Credit Applicant may contact EFM at: 600 Corporate Park Drive, ATTN: EFM Credit Department, St. Louis, MO 63105, within 60 days from the date Credit Applicant is notified of the denial. If applicable, within 30 days of EFM's receipt of the request, EFM will send Credit Applicant a written statement specifying the reason(s) for the denial.

The person signing below personally represents and warrants to EFM that he/she is authorized to make this application for credit on behalf of Credit Applicant.

Please note that this Credit Application is an application and does not commit or require EFM to extend any credit whatsoever to Credit Applicant.

© 2018 Enterprise Fleet Management, Inc. H00479_EFM Government Credit Application



VEHICLE ACCIDENT MANAGEMENT AGREEMENT

This Agreement is entered into this _____ day of _____, between Enterprise Fleet Management, Inc., a Missouri corporation, doing business as "Enterprise Fleet Management" (hereinafter "Enterprise"), and _____ (hereinafter "Company") In consideration of the mutual promises it is agreed as follows:

ENTERPRISE WILL PERFORM THE FOLLOWING SERVICES IN CONJUNCTION WITH ADMINISTERING VEHICLE ACCIDENT MANAGEMENT PROGRAM:

1. Handle from the initial report until completion, physical damage, salvage and theft claims directly with Company's driver.
2. On behalf of Company, subrogate those claims which may result in the other party being responsible for all or part of the claim.
3. Provide National Glass Replacement directly to Company's driver.
4. Exercise reasonable diligence to contact Company or a party so designated by Company by telephone with potential liability claims.
5. Provide a "Short Term Rental Program" for vehicle replacement needs. The Terms and Conditions of said program are periodically published by Enterprise. In the event that Company participants or uses said program, Company assumes the responsibility for and shall pay for all short term rental contracts arranged by Enterprise through any car rental company.
6. Provide at the conclusion of each claim, a completed claims report, repair invoice, non-internal invoices and rental car invoices with the final Enterprise invoice as needed.
7. Send an analysis of the claims experience as requested.

COMPANY WILL DURING THE TERM OF THIS AGREEMENT:

1. Handle and be responsible for all liability coverage and liability claims.
2. Cooperate with Enterprise, including providing the vehicle driver when said cooperation is needed in all subrogation and other claim areas.

TERMS OF THIS AGREEMENT: The fees for this program are as follows:

1. Physical Damage, Theft and/or Salvage Claim - \$125 per claim.
2. Glass Replacement - Enterprise cost plus \$30
3. Subrogation - 20% of the proceeds from subrogation.
4. Rental Car - Competitive national pricing.

This Agreement may be terminated by either party upon sixty (60) days notice to the other in writing at their last recorded address

Company: _____

Enterprise Fleet Management, Inc., ("Enterprise")

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

DESIGNATION OF AUTHORIZED ADJUSTER

_____, hereinafter referred to as Adjuster, is hereby authorized and empowered, in the name of, and on behalf of, the undersigned Company as follows:

1. To determine the amount of loss and damage to the property described in the applicable Accident Report (hereafter "Report") by reason of an incident which occurred on the date(s) stated on said Report. Adjuster is further authorized and empowered to have the amount of loss and damage to the property described in the Report appraised either by Adjuster or by someone designated by an adjuster and to enter into an agreement of appraisal therefor.
2. Adjuster is hereby specifically designated as the representative of the undersigned Company to demand, for and on behalf of the undersigned Company, that any party involved in the incident described in the Report exhibit to Adjuster, or to any person or firm authorized by Adjuster, any and all remains of the property involved in the incident described in the Report.
3. To prepare, submit, execute and give, in the name of the undersigned Company, any and all demands and/or notices required to be made or given by the undersigned Company.
4. To prepare, submit and execute, in the name of the undersigned Company, proofs of loss regarding the amount of loss and damage to the property described in the Report and amendments thereto.
5. To investigate the incident described in the Report.
6. To expend and/or advance such sums of money as are needed and required in order to adjust, investigate and appraise the amount of loss and damage to the property described in the Report.
7. To negotiate, compromise and settle any and all claims for the amount of loss and damage to the property described in the Report, including all claims for loss of use, and in connection therewith, Adjuster shall have the authority and power to execute, sign and endorse, in the name of the undersigned Company, any and all documents, including but not limited to, releases, proofs of loss, drafts and checks, required or necessary to accomplish same.

The Adjuster shall have no power or authority to admit liability on behalf of the undersigned Company for the loss, or any part thereof.

FLEET MANAGEMENT

SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated ____ day of _____, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: _____

By: _____

Title: _____

Date Signed: _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact

By: _____

Title: _____

Date Signed: _____

**MEDIUM DUTY AND HEAVY DUTY INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT
(LIABILITY COVERAGE)**

This Addendum is made to the Master Equity Lease Agreement as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Medium Duty and Heavy Duty Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below:

14,001-26,000 GVWR: a minimum of \$1,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible, no aggregate limits

26,001-33,000 GVWR: a minimum of \$2,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage - No Deductible, no aggregate limits

33,001+ GVWR: a minimum of \$5,000,000 Combined Single Limit Bodily Injury and Property Damage or a combination of Auto Combined Single Limit and Umbrella coverage- No Deductible, no aggregate limits

Vehicles with specialized aftermarket may require additional coverage beyond the stated minimum limits noted above at the discretion of the Lessor.

Except as amended hereby, all the terms and provisions set forth in Section 11 and the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: Police Item 2
AGENDA DATE: 10-17-23
PAGE: 1 of 38**

SUBJECT: Request approval to accept the FY24 Mississippi Department of Homeland Security 100% Reimbursable Grant A23LE347 in the amount of \$30,000 and to purchase 3 license plate readers and warranties as sole source items in that they are the same L6Q cameras with the same dealer (American Integration) as existing police equipment.

AMOUNT & SOURCE OF FUNDING: \$30,000.00, Mississippi Department of Homeland Security

FISCAL NOTE: 001-201-740-550 Homeland Security Grant A23LS347

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** Mark Ballard
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Cpl. Christopher Jackson

PRIOR BOARD ACTION: Continuation Grant

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: Move approval for the Starkville Police Department to accept the 100% reimbursable grant award in the area of the FY24 Mississippi Department of Homeland Security, automated license plate readers.

STAFF RECOMMENDATION:



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: Starkville Police Department

Project Title: Homeland Security Grant Program

Grant Period: 9/1/2023 – 8/31/2024

Date of Award: 9/1/2023

Total Amount of Award: \$30,000.00

Grant Number: A23LE347

In accordance with the provisions of Federal Fiscal Year 2023 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-2023-SS-00007-S01**. 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 **November 1, 2023**. 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 individually 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



9/27/23

Signature of MOHS Executive Director/SAA

MISSISSIPPI OFFICE OF HOMELAND SECURITY



FY23 HOMELAND SECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

FY23 MISSISSIPPI OFFICE OF HOMELAND SECURITY GRANT AGREEMENT

1. Sub-Recipient's Name:
Starkville Police Department

Mailing Address:
110 E. Main Street
Starkville, MS 39759
Telephone Number:
662-323-4161

E-Mail: c.jackson@cityofstarkville.org

2. Effective Date of Grant: September 1, 2023

3. Sub-Recipient Grant Number: A23LE347

4. Grant Identifier (Funding Source & Year):
EMW-2023-SS-0007-S01

5. Period of Performance: Start and End Dates:
September 1, 2023-August 31, 2024

6. Subgrant Payment Method:
Cost Reimbursement Method

7. CFDA # - 97.607- Homeland Security
Grant Program

8. UEI # - JD6GFW5BX1L3

9. Congressional District: 2

10. FAIN #: 646000779

11. Initial Federal Award
Date: September 1, 2023

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		(1) Federal \$30,000.00	\$0.00	100%
(2) Personal Services-Fringe		(2) State \$0.00	\$0.00	0%
(3) Contractual Services		(3) Local \$0.00	\$0.00	0%
(4) Travel/Training		(4) Other \$0.00	\$0.00	0%
(5) Equipment	\$30,000.00	Total: \$30,000.00	\$0.00	100%
(6) Commodities/Supplies		E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:		
(7) Other		Number of Grants:	FY20 FY21 FY23	
TOTAL	\$30,000.00	TOTAL: \$	\$	\$30,000.00

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; Agreement of Understanding and Compliances, and all required documentation.

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

9/27/23
Date

15. Approval from Sub-Recipient:

Signature

Date

Name: Baxter Kruger
Title: MOHS Executive Director/SAA

Name: Lynn Spruill
Title: Mayor Authorized Signatory Official

FY23 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.

FY23 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.

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.

FY23 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 the EHP form and photographs of the outside of the 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 required questions 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 the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS December 15th.
- Send the full Grant Agreement with authorized signatory 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.
- 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.

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.
- 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.

FY23 PROGRAM MILESTONE SCHEDULE

4th QUARTER (June, July, and 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.
- 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.

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.

FY23 Mississippi Office of Homeland Security-Cost Summary Support Sheet

1. Sub-Recipient Agency: Starkville Police Department				
2. Sub-Recipient Grant Number: A23LE347	3. Grant ID: FY23HSGP	4. Beginning: September 1, 2023	5. Ending: August 31, 2024	
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/Training		\$0.00	\$0.00	\$0.00
Equipment	3 Fixed License Plate Readers @ 30,000.00	\$30,000.00	\$0.00	\$30,000.00
Commodities/Supplies		\$0.00	\$0.00	\$0.00
Other:		\$0.00	\$0.00	\$0.00

TOTALS	\$30,000.00	\$0.00	\$30,000.00
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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 2023 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 FY2023 Department of Homeland Security Standard Terms and Conditions, can be found at: <https://www.dhs.gov/sites/default/files/2023-01/FY%202023%20DHS%20Terms%20and%20Conditions%20Version%202%20Dated%20November%2029%202023.pdf#:~:text=The%20Fiscal%20Year%20%28FY%29%202023%20DHS%20Standard%20Terms,right%20to%20seek%20judicial%20enforcement%20of%20these%20obligations.>

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. 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.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

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. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure

are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. 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.

XXXIV. 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.

XXXV. 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.

XXXVI. 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.

XXXVII. 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.

XXXVIII. 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.

XXXIX. 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 reused 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.

FEMA Standard Terms and Conditions

FISCAL YEAR 2023 FEMA STANDARD TERMS AND CONDITIONS

[<https://www.fema.gov/fact-sheet/fiscal-year-2023-fema-standard-terms-and-conditions>]

Release Date: Mar 8, 2023

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY 2023. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY 2023.

1. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website [<https://www.fema.gov/grants/guidance-tools/environmental-historic>]. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

3. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/ GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

4. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

5. Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308 [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>].

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/section-200.308>] to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) [<https://www.grants.gov/forms/post-award-reporting-forms.html>] you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) [<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-C/section-200.211>] requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Mississippi Office of Homeland Security

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. 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 are required for each person to be paid with grant funds and an 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 management 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 signatory authority to receive assistance.
10. Sub-Recipients shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
11. Sub-Recipients shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative and the MOHS.
12. Sub-Recipient is aware of and shall comply with cost-sharing requirements, if applicable.
13. 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 and the MOHS.
14. 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. Copies will be made available, as needed.
15. 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. Sub-Recipient **shall return** to the State, within thirty (30) days of such request by the DPS Authorized Representative, any funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
17. Sub-Recipient shall comply with all applicable provisions of Federal and State laws and regulations regarding procurement of goods and services.
18. Sub-Recipient shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 41 U.S.C Code §8103.
19. Sub-Recipient shall comply with all Federal and State statutes and regulations relating to non-discrimination.
20. 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. Sub-Recipient shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
22. 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 MOHS and/or 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. Programmatic and Financial Reports: Program Reporting and Financial Reports are 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 FEMA Authorized Equipment List (AEL) 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, 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 Accountability System for Government Information and Collaboration (MAGIC), accounting system.
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 have 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 the current annual jurisdictional budget must be accompanied by supporting documentation.
35. 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 an 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 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 Award 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 subrecipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purpose 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-Recipients 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.
58. Any agency or organization that accepts Homeland Security Grant Funding (HSGP) from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting designated by the MS Information Liaison Officer (MILO) Program Coordinator and situational reporting for events that have a Terrorism/Critical Infrastructure/Gangs nexus.
59. Usage of Homeland Security Grant Program (HSGP)Funding for the purchase of License Plate Reader (LPRs) must allow for access to the data of equipment in question by request from MOHS agents or MSAIC analysts and be sharable to other members of the agency's regional fusion center (if applicable).

Other Provisions

60. 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.
61. 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.

62. 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.
63. Sub-Recipient delinquent in submitting reimbursements, quarterly/progress reports, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period of performance, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.
64. 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, _____ (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: 9/27/23



October 11, 2023

Cpl. Christopher Jackson
CSI/ Grant Project Manager/ ICAC TFO
Starkville Police Department
101 E. Lampkin Street
Starkville, MS 39759

RE: Proposed LPR Purchase Compatibility

Dear Cpl. Jackson,

This letter is to inform you that the license plate recognition (LPR) cameras manufactured by Motorola Solutions, Inc and which are being proposed on our Quote #231011MJ001 is for the Motorola model # L6Q. Starkville Police Department is currently operating on Motorola's nationwide LEARN system for their LPR camera operations. This letter is to confirm the L6Q is compatible with the LEARN system and would have functionality exactly as your current cameras.

American Integration Contractors, LLC (AIC) is Motorola's specialty Manufacturer's Representative for Arkansas, Louisiana and Mississippi and is authorized to sell and service Motorola's video and software products, including the L6Q product and LEARN database.

Please let me know if you need any additional information regarding this matter.

Best regards,

Craig Noel

C.E.O.

American Integration Contractors, LLC



MOTOROLA
SOLUTIONS
STATE/LOCAL MANUFACTURERS
REPRESENTATIVE

American Integration Contractors, LLC is a Licensed Electrical and Security Contracting Firm.

P.O. Box 92996, Lafayette, LA 70509

Toll Free 888-829-8534

www.getAIC.com



American Integration Contractors, LLC
P.O Box 92996
Lafayette, LA 70509-2996

Telephone: 1-888-829-8534
Fax: 225-302-8953
www.getaic.com

10/11/2023

Starkville Police Department
101 E. Lampkin St.
Starkville, Ms. 39759
Attn: Cpl. Christopher Jackson

Dear Christopher Jackson,

I am pleased to present you with the following proprietary features and elements that support a sole source justification for Vigilant Solutions' Community Protection Program (CPP). Our CPP offers our exclusive LEARN software-as-a-service "subscription" consisting of Vigilant's proprietary LEARN analytics software; and incorporates Vigilant's national "Commercial" LPR data. The CPP "bundled program" is ONLY offered by Vigilant and is the only "Total Solution" that brings a complete portfolio of proprietary hardware, software, and exclusive data to the Starkville Police Department. The following represent the program's EXCLUSIVE features and benefits:

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data-sharing initiative referred to as "LEARN". This LEARN database consists of over 35 billion LPR detections nationwide and is growing at a rate of over 300 million monthly scans. This database is largely populated with commercially acquired data collected by Vigilant and made available exclusively for law enforcement access. This extensive LPR data set provides intangible value from an investigative perspective inside of the LEARN suite of applications.
- LEARN offers an exclusive application known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative within LEARN to match ALL available LPR data scans against State and Agency hotlists and provide immediate "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, as well as visualize criminal "hot-spot" areas for predictive policing efforts.
- LEARN offers an exclusive patented application known as Stakeout that allows a user to enter an address or "Long/Lat" coordinates to see all LPR scanning "visits" to this location. The Users may select particular visits and virtually "stake out" a location, seeing all LPR scans collected by an LPR vehicle on a given "visit".
- LEARN also offers an exclusive reporting option within the Stakeout application which allows for multiple "points of interest" to be defined and displayed on a map, with corresponding geo-zones and times/dates, for reporting of the location(s) of "common plates" seen in more than one of these locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc.) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.
- LEARN offers an exclusive query utility known as Associate Analysis. A query on a known plate can be sent for Associate Analysis to identify other vehicles commonly seen in close proximity to the suspect vehicle. This is very useful in identifying possible



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Lafayette, LA 70509-2996

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associates of a known suspect, or perhaps establishing a pattern of surveillance between a perpetrator and a victim.

- LEARN offers an unmatched query capability that includes the ability of a user to define a search geo-zone through simple drawing tools on a map interface. Available drawing tools include rectangles, circles, and custom polygons
- LEARN offers an exclusive application known as Locate Analysis which is designed to provide a probabilistic assessment of where to locate a suspect vehicle most likely. Locate Analysis groups LPR detections around addresses, tells you how many visits to these addresses have been conducted by an LPR-equipped vehicle, tells you how many times a suspect vehicle has been seen at each location, tells you if the suspect is more likely to be seen during the day or night at each location, tells you the most recent and most popular locations, provides you with an interactive and chronological map view, and also compiles all of this information into a simple Locator Score, giving immediate and actionable information on where and when you are most likely to find your suspect.
- Vigilant Solutions offers an exclusive smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows an agency user to capture license plate images for checking against agency hotlists, receive alerts on matches against agency hotlists, and perform queries against all available LPR data (agency-generated and Private Data). This is ideal for special events, bike rallies, and officers dispatched to undercover details or foot patrols.

Vigilant's CPP is more advanced today than ever and is even more uniquely qualified to meet the growing needs of the Starkville Police Department.

We look forward to serving you.

Best Regards,
J. M. "Country" Jaynes
Account Executive
m.jaynes@getaic.com
601-807-3888



PROPOSAL TO:

Starkville Police Department

FOR:

(3) L6Q Solar Purchase

American Integration Contractors, LLC (AIC)

Your Source for Custom Integration Services

www.getAIC.com

-AIC Consultant, Michael Jaynes

601-807-3888

m.jaynes@getaic.com

P.O Box 92996

Lafayette, LA 70509-2996



888-829-8534

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PROPOSAL

Customer Name	Starkville Police Department	Date	10-11-2023	Quote No.	231011MJ001
Customer Address	Starkville Police Department 101 East Lampkin St. Starkville, Ms. 39759	Project Reference	(3) L6Q Solar Purchase		
		AIC Point of Contact:	J. M. "Country" Jaynes 601-807-3888		

QTY	PART NUMBER	DESCRIPTION	LIST	LINE TOTAL
3	VSF-L6Q-S-KIT	L6Q Quick Deploy Camera (Solar Kit)	\$6,495.00	\$19,485.00
3	VSBSVC-L6Q	Vigilant L6Q Service Package for Hosted/Managed LPR Deployments	\$250.00	\$750.00
3	CDFS-L6Q-HWW-04	Fixed L6Q Camera System - Extended Hardware Warranty - 3 Additional Years	\$1,260.00	\$3,780.00
12	L6Q-REPPLAN	L6Q Annual Replacement Plan	\$120.00	\$1,440.00
3	VS-SHP-02	Vigilant Shipping Charges - Fixed or Comms	\$70.00	\$210.00
4	VSBSVC-L6Q	Vigilant L6Q Service Package for Hosted/Managed LPR Deployments 3 x \$250.00 = \$750.00 x 4 additional years = 5 years licensing	\$750.00	\$3,000.00
3	SSU-SYS-L6Q-COM	System Start Up & Commissioning	\$350.00	\$1,050.00
TOTAL				\$29,715.00

Proposal Notes:

- This proposal does not include installation, as the L6Q is designed for quick deployment by the customer and in fact will be self-deployed by the customer for this application.
- This proposal includes an L6Q License for 5 years.
- This proposal includes an L6Q Annual Replacement Warranty for all 3 cameras for 4 years.
- This proposal includes an Extended Hardware Warranty on all 3 cameras for 4 years.

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Lafayette, LA 70509-2996



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GENERAL TERMS AND CONDITIONS

- **Applicable Terms:** These General Terms and Conditions govern the purchase and sale of items and services described in an American Integration Contractors, LLC quotation, proposal or similar document (quotation) defining equipment, material and/or services to be provided by American Integration Contractors, LLC.
- **Validity:** Terms and conditions in executed and currently valid Master Service Agreements, Contracts, Subcontracts and/or Blanket Purchase Orders with the Customer named in this quotation supersede these General Terms and Conditions.
- **Firm Offer:** Unless otherwise stated in the quotation, all pricing shall be firm for a period of thirty (30) days from proposal date. American Integration Contractors, LLC reserves the right to revise pricing after the 30-day period for any anticipated or actual increased material, subcontract, labor, or other costs.
- **Sales Tax, Tariffs, Duties:** Unless otherwise stated in the quotation, costs for sales taxes, tariffs, and /or duties are not included in pricing. If applicable, American Integration Contractors, LLC will invoice for same as an additional, separate line item unless American Integration Contractors, LLC is provided with the applicable sales tax exemption certificate which properly relieves American Integration Contractors, LLC' obligation to collect and/or pay subject taxes.
- **Bonding:** Unless otherwise stated in the quotation, costs for performance and payment (P&P) and/or maintenance bonds are not included in our pricing. Requested bonds may be provided at industry standard rates and will be invoiced as an additional, separate line item.
- **Payment:** Unless otherwise stated in the quotation: (i) invoicing shall be progressive and include payment for properly stored material. A proposed schedule of values shall be submitted for approval prior to first invoice to establish progressive values. (ii) Payment terms to be net thirty (30) days. (iii) Price is in US Dollars. (iv) Credit card payments subject to additional 5% fee.
- **Warranty:** Warranty shall include repair or replacement of items furnished by American Integration Contractors, LLC found to be defective due to a manufacturing defect and/or improper workmanship. Unless otherwise stated in the proposal, warranty shall be for a period of twelve (12) months from "Substantial Completion" (date when products are utilized for intended purposes) or eighteen (18) months from delivery, whichever occurs first. Damages as a result of acts of God (lightning, etc.), theft, vandalism or improper care and/or maintenance by Buyer/Customer are excluded from this warranty.
- **Ownership of Materials and Intellectual Property:** All devices, designs (including drawings, plans, specifications, etc.) estimates, prices, notes, electronic data and other documents or information prepared or disclosed by American Integration Contractors, LLC, and all related intellectual property (software, etc.) shall remain American Integration Contractors, LLC' property. With the execution of a Contract, Work Order, Purchase Order, or similar document, American Integration Contractors, LLC grants Buyer/Customer a perpetual non-exclusive, non- transferrable license to use application software for its intended purposes. Buyer/Customer shall not disclose such material to third parties without American Integration Contractors, LLC' written consent.
- **Non-Solicitation of Employees:** It is mutually agreed that neither American Integration Contractors, LLC nor Buyer/Customer shall directly or indirectly employ, solicit for employment, advise or recommend to any other persons that such other person employ or solicit for employment any person employed by either party during the term of performance of the work proposed and for a period of one (1) year thereafter.
- **Cancellation:** If an order based on the quotation is cancelled or suspended following American Integration Contractors, LLC' receipt of an order, Buyer/Customer shall promptly pay American





Integration Contractors, LLC for work performed prior to cancellation or suspension and any other incurred direct costs as a result of such cancellation or suspension.

- **Force Majeure**: American Integration Contractors, LLC shall not be liable for any losses, damages or delays due to causes beyond our reasonable control, including without limitations, acts of God, extreme weather events, fire, delays by others, etc.

American Integration Contractors, LLC
LA SFM #1242
LA Statewide Electrical #52406

ACCEPTANCE OF PROPOSAL

Signature: _____

Print Name: _____

Date: _____





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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 10-17-23
PAGE: 1 of 62

SUBJECT: Request approval to accept and enter into a grant agreement with the Mississippi Department of Public Safety, Justice Assistance for a 100% reimbursable grant in the amount of \$25,000.00 in overtime and \$30,795.00 for the license renewal of GrayKey digital forensic mobile data software and equipment.

AMOUNT & SOURCE OF FUNDING:

\$55,795.00 reimbursable through the JAG – Hot Spot Grant. 100% reimbursable grant.

FISCAL NOTE: 001-201-450-125 Overtime

001-201-730-545 Hot Spot Software & Equipment Purchases

AUTHORIZATION HISTORY:

GrayKey software is currently the software used by the Police for mobile digital forensic data.

REQUESTING

DEPARTMENT: Starkville Police Department

DIRECTOR'S

AUTHORIZATION: Chief M. Ballard

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

SUGGESTED MOTION:

Move approval for the Police Department to accept the Justice Assistance Grant for funding of equipment and overtime.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

September 27, 2023

TATE REEVES
GOVERNOR

SEAN J. TINDELL
COMMISSIONER

Lynn Spruill, Mayor
City of Starkville
110 W. Main Street
Starkville, MS 39759

Subject: Project Number: **22HS2311**
 Program: Justice Assistance Grant (JAG)
 Effective Date: **October 1, 2023**

Dear Mayor Spruill:

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **MS Justice Assistance Grant (JAG)** in the amount of **\$55,795.00**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary - *initial*
3. Cost Summary Support Sheet – *initial*
4. OJP JAG Statement of Special Conditions – *initial all sheets*
5. OJP Subgrant Standard Assurances (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certificate (*Attachment C-2*)
9. Discrimination Complaint Policy and Procedures (*Attachment E*)
10. Certification Regarding Debarment (*Attachment F*)
11. Certification Regarding Lobbying (*Attachment G*)
12. Match Certification (*Attachment H*)
13. Copy of Current CCR Registration
14. Return Document Checklist

We particularly want to bring to your attention the requirement that items 1 – 13 (*with the exception of item #9*) should be signed or initialed in blue ink and returned to the Department of Public Safety Planning immediately. Please retain a copy for your files. If there are any questions concerning this award, please contact Sharon Nguyen (601) 391-4887.

Sincerely,

Emberly K. Holmes
Office Director

cq

Division of Public Safety Planning SUBGRANT SIGNATURE SHEET

Office of Justice Programs
152 Watford Parkway Drive
Canton, Mississippi 39046
(601) 391-4887

1. Subgrantee's Name, Address, & Phone Number: City of Starkville 110 W. Main Street Starkville, MS 39759 Cpl. Christopher Jackson (662)323-2525 c.jackson@cityofstarkville.org	2. Effective Date: October 1, 2023 3. Subgrant Number: 22HS2311 4. Grant Identifier: 15PBJA-22-GG-00637-MUMU (Funding Source & Year) 5. Beginning & Ending Dates: 10/01/2023—09/30/2024 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		
Travel		
Operating Expenses		
Contractual Services		
Miscellaneous	\$ 30,795.00	\$ 30,795.00
Indirect Costs		
TOTAL	\$ 55,795.00	\$ 55,795.00
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: Date: 09/27/2023	12. Signature of Authorized Subgrantee Official: Date:	

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			
22HS2311	1SPBJA-22-GG-00637-MUMU	10/01/2023	09/30/2024			
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	Program Income	Other (Local-Private)	Total
	Byrne/JAG Hot Spots Policing Program	\$ 55,795.00				\$ 55,795.00
TOTAL		\$ 55,795.00				\$ 55,795.00

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	
22HS2311		15PBJA-22-GG-00637-MUMU		10/01/2023		09/30/2024	
6. Activity: JAG Hot Spots Policing Program							
7. FOR DPSP USE ONLY	8. Category	10. Description of Item and/or Basis for Evaluation		11.			Total
	9. Line Item			Federal	Budget All Other		
	PERSONNEL	Overtime for Police Officers - (Not to exceed 1000 hrs. @ \$25.00 per hr.)		\$ 25,000.00	\$ 25,000.00		\$ 25,000.00
	MISCELLANEOUS	Digital Forensic Extraction/Analysis software		\$ 30,795.00	\$ 30,795.00		\$ 30,795.00
TOTAL				\$ 55,795.00			\$ 55,795.00

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ One Signature Sheet signed in blue ink.
- ☐ Budget Summary Sheet (initialed)
- ☐ Cost Summary Sheet (initialed)
- ☐ OJP JAG Statement of Special Conditions
- ☐ OJP Sub-grant Standard Assurances (Attachment A)
- ☐ Certification of Equal Employment Opportunity (Attachment B)
- ☐ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☐ Civil Rights Training Certification Form (Attachment C-2)
- ☐ Certification Regarding Debarment (Attachment F)
- ☐ Certification Regarding Lobbying (Attachment G)
- ☐ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Sub-grant Contact Person

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United States or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and Administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

- Financial report covering expenditures of the grant;
- Internal and external audit reports and project evaluation;
- Approved budget and subsequent modifications;
- Contracts, leases, employment agreements, and purchase invoices;
- Indirect cost allocation plans;
- All invoices, billings, request for cash, and reporting worksheets;
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
- All personnel records of individuals paid with grant funds, including time sheets, wage authorization, tax withholdings forms, employment applications and other relevant data;
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
- Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

Name of Agency or Organization

Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 152 Watford Parkway Drive, Canton, MS 39046**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: _____ Award Amount \$ _____

Subgrant Project Title:

Organizational Name (Subgrantee or Funded Entity):

Address:

Telephone Number: _____

Subgrantee Duration:

Beginning Date: _____ Ending Date: _____

Project Director's Name, Address and Telephone Number:

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

- ☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- _____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through

this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date

Typed or Printed Name

Person's Organizational Title

.

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

- ☐ Yes
- ☐ No

If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

- ☐ Yes – submitted an EEOP Short Form
- ☐ Yes – submitted a certification
- ☐ No

If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments:

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments:

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

- ☐ Yes
- ☐ No

If yes, an explanation of these policies and procedures:

6. If the subrecipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the subrecipient taken the following actions:

a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

- ☐ Yes
- ☐ No

b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

- ☐ Yes
- ☐ No

c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

- ☐ Yes
- ☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

- ☐ Yes
- ☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

- ☐ Yes
- ☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

- ☐ Yes
- ☐ No

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

- ☐ Yes
- ☐ No

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

- ☐ Yes
- ☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

- ☐ Yes

☐ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes

☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☐ Yes

☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☐ Yes

☐ No

Name of Agency or Organization (Please Print)

Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

THE OFFICE OF JUSTICE
PROGRAMS

JUSTICE ASSISTANCE GRANT

CIVIL RIGHTS COMPLIANCE



1

THE OFFICE FOR CIVIL RIGHTS
ENFORCES

- Title VI of the Civil Rights Act of 1964 (*race, color, national origin*)
- Section 504 of the Rehabilitation Act of 1973 (*disability*)
- Title II of the Americans with Disabilities Act of 1990 (*disability*)
- Age Discrimination Act of 1975 (*age*)
- Title IX of the Education



2

WHO IS SUBJECT TO THESE
LAWS?

- Any “PROGRAM OR ACTIVITY” that receives financial assistance from the DOJ.
- Program or Activity means all of the operations of an organization receiving federal financial assistance, such as the entire department or office within a state or local government.



3

WHO IS SUBJECT TO THESE LAWS?

Examples:

- If a state Department of Public Safety receives federal funding and sub awards the funding to local community based organizations, all of the operations of the Department of Public Safety are covered, along with the operations of the local community based organizations.
- If a domestic violence shelter receives federal funds and uses the funds to operate particular programs, all of the activities of the shelter are covered, and not just the federally-funded programs.
- If a project of a county sheriff's department receives federal funds, the entire sheriff's department is covered, but not the other departments in the county.

4

Protected Classes

**Race
Color
National Origin
Religion
Sex
Disability
Age**

5

The statutes that OCR enforces prohibit discrimination in:

- Employment Practices and/or
- Delivery of Services

6

DISABILITY

- Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of disability by recipients of federal funding.
- Title II of the Americans with Disabilities Act of 1990 prohibits discrimination on the basis of disability and applies to public entities, whether or not they receive federal funding.

7

Under Section 504 and Title II of the ADA

Handicapped (disabled) person means any person who

- has a physical or mental impairment which largely limits one or more major life activities
- has a record of such an impairment, or
- is regarded as having such an impairment

8

RELIGION

Definitions

All aspects of religious practice as well as belief

42 USC 2000e(j)

Includes sincerely held moral or religious convictions

29 CFR 1605.1

9

NATIONAL ORIGIN DISCRIMINATION

Includes discrimination on the basis of Limited English Proficiency (LEP).

A Limited English Proficient (LEP) person has a first language other than English and a restricted ability to read, speak, write, or understand English.

10

TO AVOID DISCRIMINATION AGAINST LEP PERSONS, RECIPIENTS MUST

- *reasonable steps to ensure valuable access to the programs, services, and information the recipients provide, free of charge.*
- *Establish and implement policies and procedures for language assistance services that provide LEP persons with valuable access.*

11

WHAT SHOULD A WRITTEN LEP POLICY HAVE?

FIVE ELEMENTS

1. A process for identifying LEP persons who need language assistance
2. Information about the available language assistance measures
3. Training for staff
4. Notice to LEP persons
5. Monitoring and updating the LEP policy

12

LEP RESOURCES

www.lep.gov – Contains tips and tools for different types of agencies on how to comply with requirements to provide services to LEP persons.

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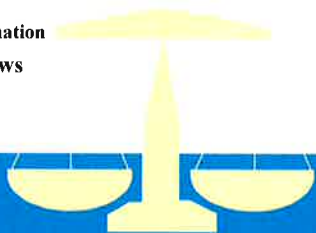
Regulation

- In the event a Federal or State court or Federal or State administrative agency makes a **FINDING OF DISCRIMINATION** after a due process hearing on the ground of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- The recipient will provide an **EQUAL EMPLOYMENT OPPORTUNITY PLAN** if required to maintain one, where the application is for **\$25,000** or more.

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OJP'S CIVIL RIGHTS ENFORCEMENT

- **EEOPs** (Equal Employment Opportunity Plans)
- **Complaints**
- **Findings of Discrimination**
- **Compliance Reviews**



15

SUB RECIPIENT COMPLAINT PROCEDURES

- Sub recipients should have procedures in place for responding to discrimination complaints from clients, program participants, and employees. These procedures should include:

1. Investigating the complaint internally, or forwarding the complaint to the Mississippi Department of Public Safety, the Office for Civil Rights, or another agency such as the EEOC;

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SUB RECIPIENT COMPLAINT PROCEDURES

2. Notifying DPS of any discrimination complaint that is not referred to DPS; and
3. Notifying the petitioner that he/she may file a complaint directly with the DPS or OCR.

- Sub recipients should provide public notice of these complaint procedures, such as by posting signage in places of public contact and referencing the procedures in program materials.

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WHAT IS AN EEOP?

- 
- Comprehensive document which analyzes:
 - an agency's workforce in comparison to its relevant labor market data
 - all agency employment practices to determine their impact on the basis of race, sex, or national origin
 - A tool used to identify possible problem areas where discrimination may be occurring

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**DOES AN AGENCY HAVE TO PREPARE AN
EEOP?**

Depends on . . .

- Funding (Safe Streets Act, VOCA, or JJDPA)
- Status of Organization (e.g., nonprofit)
- Amount of single award
- Number of employees

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**OMNIBUS CRIME CONTROL AND
SAFE STREETS ACT OF 1968
NONDISCRIMINATION PROVISION**

No person in any State shall on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or denied employment in connection with any programs or activity funded in whole or in part with funds made available under this chapter.

34 U.S.C. § 10228(e)

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**VICTIMS OF CRIME ACT OF 1984
NONDISCRIMINATION PROVISION**

No person shall on the ground of race, color, religion, national origin, handicap, or sex be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with, any undertaking funded in whole or in part with sums made available under this subchapter.

34 U.S.C. § 20110(e)

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IF / THEN	Does the recipient need to submit a Certification Form to OCF?	Does the recipient need to develop an ETO?	Must the recipient submit an ETO to OCF?
Recipient is a Medical or Educational Institution, Indian Tribe, or Nonprofit	YES	NO	NO
Largest individual grant received is less than \$25,000	YES	NO	NO
Recipient has less than 60 employees	YES	NO	NO
None of the above	YES	YES	YES

PREPARE THE CIVIL RIGHTS CERTIFICATION AND ETO AT: <http://www.ojp.gov/ocr/civilrights>

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FOR MORE INFORMATION, PLEASE CONTACT:

OFFICE FOR CIVIL RIGHTS
OFFICE OF JUSTICE PROGRAMS
U.S. DEPARTMENT OF JUSTICE
810 7TH STREET, NW
WASHINGTON, DC 20531
TELEPHONE (202) 307-0690
TTY (202) 307-2047
USKOCR@OJP.DHS.GOV

REQUIRED TRAINING INFORMATION CAN BE FOUND AT:
<http://www.ojp.gov/ocr/civilrights/etocertification>

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Attachment C-2

**Office of Justice Programs
Division of Public Safety Planning**

Civil Rights Training Certification Form

The, _____, hereby certifies that our agency has received Civil Rights Training required by the Office 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 _____

[County] of _____

Signed [or attested] before me on _____ by _____

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

Signature of notarial officer

Stamp

Title of office

[My commission expires: _____.]

Authorized Signatory Official

ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

Please do not return

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. & 3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

****These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.**

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;
 The complainant cooperates with the discrimination complaint;
 The complainant cooperates with the enforcement of a discrimination complaint;
 The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

- A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.
- B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

- C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.
- D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.
- E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.
- F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.
- G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint.** Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail, , or in person) regarding the said matter.

First Name:

Last Name:

Middle Initial:

Street Address:

City:

State:

Zip Code:

County:

Home Phone: ()

Work Phone: ()

Cell Phone: ()

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ()

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process:

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant

Date

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

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

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

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

Name and Address of Organization

Name of Authorized Individual
Signature and Date

Subgrant Number

Revised May 2012



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- FY 2021 Certification & Assurance by Chief Executive of the Applicant Government
- OJP JAG Statement of Special Conditions
- Subgrant Standard Assurances (attachment A)
- Certification of Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Discrimination Complaint Policies & Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H) *(if applicable)*

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of 31 2431 the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Sub grantees are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances, unless prior approval is given by an appropriate designated OJP official. (refer to OJP Financial Guide)

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Sowcase@ojp.usdoj.gov or via the online form at <http://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Prior Approval for Travel Request

Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost's associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

JAG – Subrecipient DHS question requirement

The sub-recipient agrees to obtain a properly executed certification of compliance with 8 U.S.C. 1373 along with responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and customs enforcement (ICE), and that certification and question responses have been submitted to BJA and BJA approves the subaward or that certification and question responses have been submitted to BJA and 30 days have passed since the submission without a denial from BJA.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

System for Award Management – (SAM) – The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintain the currency of information in SAM.

Employment Eligibility Verification for hiring under the award – The recipient must ensure that, as part of the hiring process for any position within the United States that is or will be funded in whole or in part with award funds, the recipient properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

Staff involved in the hiring process - For purposes of this condition, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

Employment eligibility confirmation with E-Verify - For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient uses E-Verify and follows the proper E-Verify procedures, including in the event of a “Tentative Nonconfirmation” or a “Final Nonconfirmation”) to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

Rules of construction – The term “associate of the federal government” means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government – as an employee, contractor or subcontractor (at any tier), grant recipient (at any tier), agent or otherwise – in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

instrument to undertake any such work project, or activity (or to provide such goods or services) in the future.

Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

Determination of suitability to interact with participating minors – The Department of Justice funding announcement, or an associated federal statute – that a purpose of some or all of the activities to be carried out under the award by the recipient is to benefit a set of individuals under 18 years of age. The recipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explorer/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Restrictions on “lobbying” - Federal funds awarded by OJP may not be used by the recipient either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913.

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352.

Imminent Breach of Personally Identifiable Information (PII) – The recipient must have written procedures in place to respond in the event of an actual or imminent “breach” (OMB M-17-12) if it (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of “personally identifiable information (PII)” (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a Federal information system” (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Requirements pertaining to prohibited conduct related to trafficking in persons – The recipient must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients or individuals defined as employees of the recipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at [https://ojp.gov/funding/Explore/ProhibitedConduct - Trafficking.htm](https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm) (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award), and are incorporated by reference here.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700
or
e-mail: oig.hotline@usdoj.gov
Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) JAG Standard Award Policy and Special Conditions

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☐ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPLANT CERTIFICATION

The _____ (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.



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

Agency's Name

Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

Authorized Official (Signature)

Date

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING
Monthly Program Activity Report

Subgrantee:

Project Director:

Name:

Name:

Address:

Address:

Telephone:

Telephone:

Project Title:

Grant Period: Through

Grant Number:

Report Period: Through

Prepared By:

Date Submitted:

Brief Narrative:

Cost Reimbursement Request

Project Title:

Sub-grant Name:

Sub-grant Number:

Dates of Expenditures:

**Signature of Authorized
Signing Official**

LINE ITEMS	Contract Amount	Cumulative Amount	Current Cost	Cumulative Cost to Date
Personnel				
Fringe				
Equipment				
Travel				
Operating Expenses				
Contractual Services				
Miscellaneous				
Indirect Cost				
TOTAL EXPENDITURES				

BREAKDOWN OF EXPENDITURES

Project Title:			
Sub-grant Name:			
Telephone:			
Sub-grant Number:			
Dates of Expenditures:			
Signature of person submitting report.			
LINE ITEMS	Federal Amount	Match Amount	Total
Personnel			
Fringe			
Equipment			
Travel			
Operating Expenses			
Contractual Services			
Miscellaneous			
Indirect Cost			
TOTAL EXPENDITURES			

PERSONNEL AND FRINGE BENEFITS

Subcontract Number: _____

Date: (from) _____
(to) _____

Date	Check #	Employee	Gross *	Fringe **	TOITAL
------	---------	----------	---------	-----------	--------

RETIREMENT: _____

Social Security: _____

Insurnace: _____

Unemployment: _____

Workmen's ComP: _____

TOTAL Fringe: _____

Date	Check #	Employee	Gross *	Fringe **	TOITAL
------	---------	----------	---------	-----------	--------

RETIREMENT: _____

Social Security: _____

Insurnace: _____

Unemployment: _____

Workmen's ComP: _____

TOTAL Fringe: _____

* Gross before any deductions

** Agency portion of fringe benefits not to include employees portion of fringe.

MONTHLY TIME ACTIVITY REPORT

All Project Staff

Employee Name:				Mo/Yr:
Agency:				
Date	Time In	Time Out	Total Hours	Principal Activities
Employee Signature/Date:				TOTAL:

Employer/Supervisor Signature
Date

OPERATING EXPENSES

Subcontract Number: _____

Date: (from) _____

(to) _____

Date	Check #	Vendor	Description	Total
------	---------	--------	-------------	-------



DIVISION OF PUBLIC SAFETY PLANNING
SUB-GRANTEE'S CLOSEOUT CHECKLIST

SUB-GRANTEE: _____ **SUB-GRANT NO:** _____

In compliance with the requirements of DPSP Subgrantee Closeout Procedures and the terms and conditions of the subgrant, the following closeout documents are enclosed: (Check the appropriate boxes concerning each of the closeout documents. Explain fully any item not submitted or any item to be sent separately. Use a separate sheet if necessary.)

TYPE OF DOCUMENT	Enclosed	Not Applicable	Sending Separately	Unable to Furnish
1. Certification of Sub-grant Compliance				
2. Final Worksheet				
3. Copy of Workers' Compensation or				
4. Copy of Cancellation/Adjustment				
5. Outstanding Claimants List				
6. Refund Check				
7. Other (Specify)				

Explanation/Comments: _____

Agreement # _____

Signature

Title

Date

*For use by DPSP only.
Not to be completed by
sub-grantee*

DE-OBLIGATION AUTHORIZATION

	<u>Federal</u>	<u>Match</u>
Grant Award	\$ _____	_____
Authorized Expenditures	\$ _____	_____
Unexpended Balance	\$ _____	_____

This is to certify and authorize decreasing the obligation for Sub-grant No. _____ by the amount of the unexpended balance as shown.

Program Manager/Director

Date

IS THIS AN ADMINISTRATIVE CLOSEOUT? YES NO

**Division of Public Safety Planning
CERTIFICATION OF SUB-GRANT COMPLIANCE**

SUB-GRANTEE:

SUB-GRANTEE NO.:

A. RELEASE

Pursuant to the terms of said sub-grant and in consideration of the sum of

\$

Total Amount Paid & Payable by Division of Public Safety Planning

which has been or is to be repaid to the Sub-grantee or to its assignees, if any, the Sub-grantee upon payment of the said sum does remise, release, and discharge DPSP, its officers, agents, and employees, of and from all liabilities, obligations, claims and demands whatsoever under arising from the said subcontract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Sub-grantee, as follows:

(If none, so state)

2. Claims together with reasonable expenses incidental thereto, based upon the liabilities of the Sub-grantee to third parties arising out of the performance of the said sub-grant, which are not known to the Sub-grantee on the date of execution of this release and of which the Sub-grantee given notice in writing to the DPSP Department Director within the period specified in the said contract.
3. Claims, after closeout, for costs which result from the liability to pay Unemployment Insurance costs under a reimbursement system or to settle Workers' Compensation claims.

B. ASSIGNMENT OF REFUNDS, REBATES AND CREDITS

Pursuant to the terms of said sub-grant and in consideration of the reimbursement of costs and payment of fees as provided in the said sub-grant any assignment thereunder, the Sub-grantee does hereby:

1. Assign, transfer, set over and release to DPSP all rights, titles and interest to all refunds, rebates, credits or other amounts (including any interest thereon) arising or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all such refunds, rebates, credits or other amounts (including interest thereon due or which may become due, and to forward promptly to DPSP) for any proceeds so collected.
3. Agree to cooperate fully with DPSP as to any claim or suit in connection with such refunds, rebates, credits or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney or other papers in connection therewith; and to permit DPSP, the State Attorney General's Office or the Federal Grantor Agency to represent it at any hearing, trial or other proceeding arising out such claim or suit.

C. INVENTORY CERTIFICATION (Select one)

1. _____ The Sub-grantee hereby certifies that all items of materials and equipment purchased, furnished or transferred of or to said Sub-grantee were done so in accordance with the terms and conditions of said sub-grant.
2. _____ The Sub-grantee hereby certifies that no equipment was furnished or acquired under the terms and conditions of said sub-grant.

D. CERTIFICATION OF CASH BALANCE

The Sub-grantee hereby certifies that the cash balance applicable to said sub-grant as of the date of the execution of this document is as follows:

- | | | | |
|----|---|-----|-----------|
| 1. | Total DPSP funds received: | 1) | _____ |
| 2. | Less final DPSP cumulative cost reported: | 2) | _____ |
| 3. | Equals (=) unexpended balance: | 3) | _____ |
| 4. | (a) Plus (+) balance=unexpended funds:
(Refund due to DPSP) | 4a) | _____ |
| | (b) Minus (-) balance=funds dues Sub-grantee:4b)
(Sub-grantee submits request) | | _____ |
| 5. | Balance must equal zero | 5) | _____ -0- |

***Refund check must include the following:**

- | | | | |
|-----|--|-----|-------|
| (a) | Unexpended funds amount: | 4a) | _____ |
| (b) | Outstanding claimants' amount
(as applicable) | | _____ |
| (c) | Total amount refunded | | _____ |

Enter Check Number _____

E. Unexpended Project Funding:

If funds were de-obligated (unexpended), please explain why funds were not expended during the allowed grant cycle and what measures will be taken to ensure future allotted funds are used in a timely manner.

F. Match Certification Verification:

The _____ hereby certifies that it has met the mandated required matching funds or services in the amount of (\$ _____) required for this subgrant according to federal guidelines. And further certifies that the match was from a non-federal source that is not being used to match other federal grants. The match was derived from the following source(s):

Source(s)	Amount	Type (Cash/In-kind)
1. _____	\$ _____	_____
2. _____	\$ _____	_____
3. _____	\$ _____	_____

G. GENERAL STATE OF COMPLIANCE

The sub-grantee further certifies that all other terms and conditions of said sub-grant have been met.

IN WITNESS THEREOF, this Certification of Sub-grant Compliance has been executed this day of

_____, 20_____.

SUB-GRANTEE

BY SIGNATORY OFFICIAL

TITLE

WITNESSED BY:

1. _____

2. _____

EQUIPMENT EXPENSES

Subcontract Number: _____

Date: (from) _____
(to) _____

Date	Check #	Vendor	Description/Serial #	Total
------	---------	--------	----------------------	-------

EQUIPMENT CONTROL FORM

Office of Justice Programs

To be completed for each piece of equipment purchased with federal funds.

Subgrantee:	
Address:	
Subgrant #:	

Serial Number:	
Manufacturer:	
Serial Number:	
Manufacturer:	
Date of Purchase:	
Item Cost:	
Purchase Order #:	
Payment Voucher/Checker #:	
Project Director's Signature:	

Description of Equipment	
Intended Usage:	
Location of Equipment:	

DPSP Use Only

DPS Inventory Number:	
Program Manager's Signature	

MISCELLANEOUS EXPENSES

Subcontract Number: _____

Date: (from) _____
(to) _____

Date	Check #	Vendor	Description	Total
------	---------	--------	-------------	-------

CONTRACTUAL SERVICES

Subcontract Number: _____

Date: (from) _____
(to) _____

Date	Check #	Vendor	Description	Total
------	---------	--------	-------------	-------

TRAVEL EXPENSES

Subcontract Number: _____

Date: (from) _____
(to) _____

Date	Description of Travel	Total
------	-----------------------	-------

MONTHLY MILEAGE LOG

All Project Staff

Employee Name:					Mo/Yr:	
Agency:						
Destination:						
Purpose:						
Date	Time In	Time Out	Total Hours	Start Mileage	End Mileage	Total Miles
Employee Signature/Date:					TOTAL:	

Employer/Supervisor Signature

Date



GRAYSHIFT

Grayshift LLC
300 Colonial Center Parkway, Suite 120
Roswell, GA 30076
USA
Phone: +1 (833) 472-9539

Quote Number: Q-21459-3
Created Date: 9/26/2023
Expiration Date: 10/17/2023
Contract Start Date: 10/4/2023

CAGE Code: 7R0W9
DUNS Number: 081045174
NAICS: 513210

Ship To
Christopher Jackson

Bill To
Christopher Jackson
Starkville Police Department (MS)
101 E Lampkin St
Starkville, Mississippi 39759
United States
c.jackson@cityofstarkville.org

This license will be digitally delivered.

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT TERMS
Danielle Moore	danielle.moore@magnetforensics.com	Digital	Net 30

All prices below are in U.S. Dollar

PRODUCT NAME	START	END	PART	QTY	PRICE	EXTENDED
GrayKey License - Advanced Unlimited Consent and BFU Extractions. 125 AFU, Instant Unlock or Brute Force Advanced actions Action Credits Included: 125 Renewal for Serial Numbers: 82c21ff2d481260f	10/4/2023	10/3/2024	GKL-ONF-AD	1.00	30,795.00	30,795.00

TOTAL: USD 30,795.00

Quote Terms

Purchaser's signature below or payment creates a binding contract to purchase the products and services set forth in this Quote subject to the following:

- The ArtifactIQ by Grayshift service and purchaser's use thereof is governed by the ArtifactIQ by Grayshift Software Services Agreement available at <https://www.grayshift.com/grayshift-software-services-agreement/> (the "SaaS Agreement"), as updated from time to time.
 - Password for SaaS Agreement: mqm86SZZr*53
- Delivery and use of GrayKey and GrayKey FasTrak is governed by the GrayShift End User License Agreement available at <https://www.grayshift.com/graykey-eula/> ("End User License Agreement"), as updated from time to time.
- **NO ADDITIONAL TERMS AND CONDITIONS OUTSIDE OF THE ARTIFACTIQ BY GRAYSHIFT SOFTWARE SERVICES AGREEMENT AND THE GRAYKEY END USER LICENSE AGREEMENT, AS APPLICABLE, AND THIS QUOTE APPLY WHATSOEVER INCLUDING BUT NOT LIMITED TO ANY TERMS SET FORTH IN A PURCHASE ORDER OR OTHER DOCUMENTATION PROVIDED BY PURCHASER.**
- Your contract will start on 10/4/2023 and will end after the term identified above expires, or if no expiration date is identified, 1 year after the start date.
- If this Quote is for an amount in excess of (i) \$15,000 for the ArtifactIQ by Grayshift service, (ii) \$50,000 for any new GrayKey license(s) or (iii) \$100,000 for renewal GrayKey license(s), respectively, then it may be subject to further approval and acceptance by Grayshift notwithstanding purchaser's acceptance.

Payment Terms

- Non-payment thirty days after issuance of your invoice may result in a suspended license.
- Credit Cards: Major credit cards accepted including Visa, Mastercard, and American Express.
- Additional Information: Fees under this Agreement are exclusive of all taxes, including national, state or provincial and local income, use, sales, value-added, property and similar taxes, if any. Customer agrees to pay such taxes (excluding US taxes based on Grayshift's net income). The final invoice may include such taxes, as applicable.
- Please reference quote number on payment method.

ATTENTION PLEASE READ CAREFULLY

BY SIGNING THIS QUOTE, YOU CERTIFY THAT:

1. THE INFORMATION IN THIS QUOTE IS ACCURATE, THAT YOU HAVE READ THE TERMS OF THIS QUOTE, THE ARTIFACTIQ BY GRAYSHIFT SOFTWARE SERVICES AGREEMENT, AND THE GRAYKEY END USER LICENSE AGREEMENT, AS APPLICABLE TO THE PRODUCTS IDENTIFIED IN THIS QUOTE, AND AGREE TO THE APPLICABLE TERMS IN THEIR ENTIRETY WITHOUT EXCEPTION OR RESERVATION;
2. THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE INTENDED PURCHASING ENTITY IDENTIFIED IN THIS QUOTE WITH THE AUTHORITY TO LEGALLY BIND YOUR AGENCY AND TO ENTER INTO THIS AGREEMENT, AND THAT YOU CAN PROVIDE WRITTEN VERIFICATION OF SUCH AUTHORITY UPON REQUEST; AND
3. THAT YOU UNDERSTAND THAT SIGNING THIS QUOTE CREATES A BINDING CONTRACT.

Signature:

Effective Date:

____/____/____

Name (Print):

Title:

Upon signature, please email to

Danielle Moore at danielle.moore@magnetforensics.com

Grayshift LLC
THANK YOU FOR YOUR BUSINESS!

Sole Manufacturer Letter

Date: 18 July 2023

To Whom It May Concern:

This letter serves to notify you that Grayshift, LLC is the sole manufacturer of the following products:



300 Colonial Center Pkwy.,
Suite 130
Roswell, GA 30076

GrayKey
VeraKey
ArtifactIQ

Best regards,

DocuSigned by:

Peter Vreeswyk

000C1D460BF34DB...

Peter Vreeswyk
Chief Financial Officer
Grayshift, LLC
300 Colonial Center Pkwy., Suite 130
Roswell, GA 30076
DS

Reviewed by Legal
Josh Abraham



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

AGENDA ITEM NO:
AGENDA DATE: October 17, 2023
PAGE: 1

SUBJECT: Request authorization to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1, 2024 through June 30, 2024

AMOUNT & SOURCE OF FUNDING: 2023-2024 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

SUGGESTED MOTION:

Move approval to advertise for Source of Supply bids for the Electric and Water Divisions of Starkville Utilities, with the intent of awarding the Source of Supply contracts for January 1, 2024 through June 30, 2024.



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

**AGENDA DATE: October 17, 2023
PAGE: 1**

SUBJECT: Request authorization to declare the 2005 GMC C15 (last 4 VIN: 4727) as surplus and sell on GOVdeals and purchase a replacement vehicle (2023 F250 Service Truck) from AutoNation Ford, who provided the lowest quote of \$63,945.00

AMOUNT & SOURCE OF FUNDING: 23-24 Capital Improvement Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward Kemp, General Manager

FOR MORE INFORMATION CONTACT: Edward Kemp 323-3133

This vehicle has reached its useful life. It is an older vehicle, requires a lot of maintenance and is larger than is needed for our daily operations.

We solicited quotes for a replacement to serve as a crew truck:

Summary Pricing:

\$63,945	AutoNation Ford
\$66,288	Parks Ford

SUGGESTED MOTION:

Move approval to declare the 2005 GMC C15 (last 4 VIN: 4727) as surplus and sell on GOVdeals and purchase a replacement vehicle (2023 F250 Service Truck) from AutoNation Ford, who provided the lowest quote of \$63,945.00



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

**AGENDA DATE: October 17, 2023
PAGE: 1**

SUBJECT: Request authorization to approve the low quote from Birmingham Altec for repairs to the Service crew bucket truck for the Electric Division in the amount of \$20,469.08 and authorization to rent a similar truck from Global Rental Co., Ince on a monthly basis at a rate of \$3,200 per month while the repairs are being performed.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

Vendor	Total
Altec- Birmingham	\$20,469.08
Altec- Conway	\$20,921.05

AUTHORIZATION HISTORY

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp, General Manager

FOR MORE INFORMATION, CONTACT: Edward C. Kemp 323-3133

During a recent Preventative Maintenance inspection, the Altec technician discovered a “chunk” or gash in the boom of the bucket truck. The technician conferred with their engineers and determined that this section of the bucket boom needs to be replaced to meet safety standards for the vehicle.

We solicited two quotes for the work, of which are attached. Due to the availability of a replacement boom, it is unknown how long it will take to make this repair.

It is recommended to rent a similar unit from Global Rental Co., Inc. to continue the work of the service crew

SUGGESTED MOTION:

Move approval of the low quote from Birmingham Altec for repairs and maintenance for the Service crew bucket truck for the Electric Division in the amount of \$20,469.08 and authorization to rent a similar truck from Global Rental Co., Ince on a monthly basis at a rate of \$3,200 per month while the repairs are being performed.

Customer				Service Request	
Estimate #	897430			Service Request #	5818058
Customer	CITY OF STARKVILLE (MS)			Unit Information	
Account #	28782	Payment Terms	NET 30	Customer Vehicle #	
Contact	DAVID LEAL			Model	AT40M
Email	dleal@starkvilleutilities.com			Chassis VIN #	3C7WRNBL9FG594762
Phone		Fax		Mileage	
Mobile				Unit Serial #	0315CZ01979
Altec Representative				Assy Serial #(FA)	027-34993440
Contact	Keith M. Albert			In-Service Date	22-Apr-2015
Email	keith.albert@altec.com				
Phone		Fax			
This Estimate Expires: 28-NOV-23					
Notes:					

Item	Description	Hours	Labor	Material	Expenses	Total
1	REPLACE UPPER BOOM	28.00	\$3,808.00	\$13,620.93	\$0.00	\$17,428.93
2	~OPERATIONAL TEST	1.00	\$136.00	\$0.00	\$0.00	\$136.00
3	COMPLETE STRUCTURAL LOAD TEST	1.50	\$204.00	\$0.00	\$0.00	\$204.00
4	DIELECTRIC TEST; CAT B/C; BOOM & LINER & (ISO GRIP IF APPLICABLE)	--	\$390.00	\$0.00	\$0.00	\$390.00
5	SUPPLIES AND ENVIRONMENTAL DISPOSAL FEES	0.00	\$0.00	\$0.00	\$165.00	\$165.00
6	FREIGHT ESTIMATE	0.00	\$0.00	\$0.00	\$2,145.15	\$2,145.15
Totals		30.50	\$4,538.00	\$13,620.93	\$2,310.15	\$20,469.08

*This estimate is provided with the understanding that items may be discovered during the repair process that may require additional labor and/or materials to repair. Examples would include, but are not limited to, hidden damages or items that were not clearly visible or known at the time of estimate, damaged internal components, fasteners and pins that may be rusted, seized or broken.

**This estimate does not include City, County, State or Federal taxes.

***Transportation or towing of the vehicle is not included in the estimate unless specified.

****Freight charges are estimated and may be adjusted to reflect the actual cost incurred on the invoice.

Please sign below to authorize this estimate			
Printed Name:	P.O.		Date:
Signature:			Would you like to keep salvageable parts removed from the unit?
			Yes No

Altec Service Group Limited Warranty

Products rebuilt or repaired by Altec Service Group are warranted to be free from defects in material and workmanship at the time of rebuild/repair subject to the following provisions:

- § Labor Coverage: For a period of six (6) months following the date of repair, no charge for labor shall be made for a repair or replacement by the Altec Service Group.
- § Travel Coverage: For a period of thirty (30) days following the date of repair, no charge for travel shall be made for a repair or replacement at the customers location by the Altec Service Group.
- § Parts Coverage: For a period of one (1) year following the date of repair, Altec will at its option, repair or replace any part found to be defective in material or workmanship at the time of repair.
- § This warranty is limited to parts that are repaired or replaced by the Altec Service Group. Authorization and coverage of this warranty will be at the discretion of the Altec Service Group.
- § Accessory items are excluded from this warranty and will be warranted from the original manufacturer.

This limited warranty is expressly in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Except as specified above, no associate, agent or representative of Altec is authorized to extend any warranty on Altec's behalf. Remedies under this limited warranty are expressly limited to the provision and installation of parts and labor, as specified above, and any claims for other loss or damages of any type (including, but not limited to, loss from failure of the product to operate for any period of time, other economic or moral loss, or direct, immediate, special, indirect, incidental or consequential damage) are expressly excluded.

Ser War 2-10 Altec Industries, Inc.

Altec Service
Conway, Arkansas

Customer		Service Request	
Estimate #	897531	Service Request #	5818058
Customer	CITY OF STARKVILLE (MS)		
Account #		Unit Information	
Contact		Customer Vehicle #	54
Email		Model	AT40M
Phone		Chassis VIN #	3C7WRNBL9G594762
Mobile		Mileage	
		Unit Serial #	0315CZ01979
	Altec Representative	Assy Serial #(FA)	027-34993440
Contact	Brayden Housel	In-Service Date	22-Apr-15
Email	brayden.housel@altec.com		

This Estimate Expires: 1-DEC-23

Item	Description	Hours	Labor	Material	Expense	Total
1	Replace Upper Boom	28.00	\$4,200.00	\$13,620.93	\$ -	\$17,820.93
2	Operational Test	1.00	\$ 150.00	\$ -	\$ -	\$ 150.00
3	Structural Load Test	1.50	\$ 225.00	\$ -	\$ -	\$ 225.00
4	Dielectric Test	-	\$ 400.00	\$ -	\$ -	\$ 400.00
5	Supplies and Fees	0.00	\$ -	\$ -	\$ 175.00	\$ 175.00
6	Freight Estimate	0.00	\$ -	\$ -	\$2,150.12	\$ 2,150.12
	Totals	\$ 30.50	\$4,975.00	\$13,620.93	\$2,325.12	\$20,921.05