



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

OCTOBER 7, 2014



OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, OCTOBER 7, 2014
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

**PROPOSED CONSENT AGENDA ITEMS ARE HIGHLIGHTED AND PROVIDED AS
APPENDIX A ATTACHED**

- I. **CALL THE MEETING TO ORDER**
- II. **PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. **APPROVAL OF THE OFFICIAL AGENDA**

A. APPROVAL OF THE CONSENT AGENDA.

- IV. **APPROVAL OF BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE JULY 22, 2014 MINUTES OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE CITY ATTORNEY.

CONSIDERATION OF THE AUGUST 19, 2014 MINUTES OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE CITY ATTORNEY.

CONSIDERATION OF THE SEPTEMBER 9, 2014 MINUTES OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS AS REVIEWED BY THE CITY ATTORNEY.

- V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

NEW EMPLOYEE INTRODUCTIONS:

POLICE:

REGINALD CAMPBELL, BARRY DOSS, JOSH
HORTON, AND THOMAS WOODRUM

FIRE:

JOSHUA COX

SANITATION:

CARLTON PATRICK

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION OF SENDING MAYOR PARKER WISEMAN AND PARK AND RECREATION DIRECTOR HERMAN PETERS TO THE PLAYFUL CITIES CONFERENCE IN CHICAGO, IL IN AN AMOUNT NOT TO EXCEED \$3,200.00 WITH ADVANCE TRAVEL APPROVED.

B. DISCUSSION AND CONSIDERATION OF APPROVING PROPOSED SIDEWALK IMPROVEMENTS AND FINANCING ON LAFAYETTE ST. TO BE FINANCED FOR A PERIOD OF FIVE YEARS IN AN AMOUNT NOT TO EXCEED \$30,000.

X. BOARD BUSINESS

A. CONSIDERATION AND APPROVAL OF REVISIONS TO THE CITY'S TRAVEL POLICY REGARDING OUT OF STATE TRAVEL.

B. CONSIDERATION OF APPROVAL OF THE REAPPOINTMENT OF NANCY WALSH TO THE LIBRARY BOARD FOR A FOUR YEAR TERM ENDING SEPTEMBER 30, 2019, APPOINTMENT OF RAY SLAUGHTER TO THE HERITAGE MUSEUM COMMITTEE (IN PLACE OF BILLY POE WHO IS NOT SEEKING REAPPOINTMENT) FOR A THREE YEAR TERM ENDING

SEPTEMBER 30, 2017, AND THE REAPPOINTMENT OF KRIS GODWIN TO THE TREE ADVISORY BOARD FOR A FOUR YEAR TERM ENDING MAY 1, 2018.

- C. CONSIDERATION TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A MISSISSIPPI CAPITAL IMPROVEMENTS (CAP) LOAN, NOT TO EXCEED \$400,000, ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF COMPLETING CAPITAL IMPROVEMENTS IDENTIFIED AS INDUSTRIAL PARK SANITARY SEWER REHABILITATION AND UPON THE COMPLETION OF SUCH IDENTIFIED PROJECT ANY OTHER SEWER PROJECTS AS NEEDED.
- D. CONSIDERATION TO AUTHORIZE AND APPROVE A CAPITAL IMPROVEMENTS (CAP) LOAN, NOT TO EXCEED \$400,000, ON BEHALF OF THE CITY FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE PURPOSE OF COMPLETING CAPITAL IMPROVEMENTS IDENTIFIED AS INDUSTRIAL PARK SANITARY SEWER REHABILITATION AND UPON THE COMPLETION OF SUCH IDENTIFIED PROJECT ANY OTHER SEWER PROJECTS AS NEEDED.
- E. CONSIDERATION TO HIRE JUSTIN AMMON AS AN INTERN TO WORK AS A MEDIA RELATIONS AND MARKETING SPECIALIST FOR A PERIOD NOT TO EXCEED NINETY DAYS AT \$10.00 PER HOUR.
- F. CONSIDERATION OF AN AGREEMENT WITH THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP FOR THE PURPOSE OF SHARING COSTS ASSOCIATED WITH THE OPERAITON OF THE STARKVILLE MSU AREA RAPID TRANSIT (SMART) SYSTEM DURING MISSISSIPPI STATE UNIVERSITY HOME FOOTBALL GAME DAYS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. AIRPORT BOARD RECOMMENDS APPROVAL TO ACCEPT THE MDOT MATCHING GRANT FOR THE AIP PROJECT NO. 3-28-0068-019-2014 FOR IMPROVEMENT FOR RUNWAY SAFETY AREA (RSA) EAST SIDE OF RUNWAY FROM CENTER CONNECTING TAXIWAY TO SOUTH END OF RSA ON GEORGE M. BRYAN FIELD; CONDUCT

ENVIRONMENTAL ASSESSMENT IN THE AMOUNT OF \$33,816.00.

2. REQUEST APPROVAL OF THE FIXED RATE QUOTE OF 2.84% FROM BANCORPSOUTH FOR THE \$271,505.00 MATCH REQUIRED TO CONSTRUCT AN 8-UNIT T-HANGER AND APRON ON GEORGE M. BRYAN FIELD TO BE PAID IN 40 QUARTERLY PAYMENTS.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- A. REQUEST APPROVAL OF A STREET CLOSURE PERMIT WITH IN KIND SERVICE FROM POLICE FOR THE HANNAH POTE RUN FOR EDUCATION TO BE HELD NOVEMBER 1, 2014.
- B. REQUEST APPROVAL OF LANDSCAPE WAIVER LW 14-07 PERTAINING TO *THE FREDERICK*.
- C. REQUEST APPROVAL OF A SPECIAL EVENTS PERMIT SUBMITTED BY THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP FOR PUMPKINPALOOZA 2014 TO BE HELD FRIDAY, OCTOBER 10, 2014.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC DEPARTMENT

1. REQUEST APPROVAL TO EXECUTE ENERGY EFFICIENCY DEMONSTRATION PROJECT 2.0 AGREEMENT BETWEEN CITY OF STARKVILLE, MISSISSIPPI, AND TENNESSEE VALLEY AUTHORITY.
2. REQUEST APPROVAL TO PURCHASE THE ELECTRIC FACILITIES CURRENTLY OWNED BY 4-COUNTY EPA ALONG STARK RD AND HWY 12 AT DEPRECIATED BOOK VALUE OF \$91,344.36.

E. ENGINEERING

1. REQUEST APPROVAL TO ADVERTISE FOR BIDS FOR THE LYNN LANE MULTI-USE PATH PROJECT.

F. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF SEPTEMBER 30, 2014 FOR FISCAL YEAR ENDING 9/30/14.

G. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF THE QUOTE FROM TYLER TECHNOLOGIES FOR THE NEW MUNICIPAL COURT SERVERS AND ACCOMPANYING SOFTWARE FOR \$30,649.00.

I. PERSONNEL

1. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF EQUIPMENT OPERATOR IN THE STREET DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE TWO (2) TEMPORARY FULL-TIME EMPLOYEES TO FILL-IN AS A DEPUTY COURT CLERKS IN THE MUNICIPAL COURT DEPARTMENT DURING THE MEDICAL LEAVE OF EXISTING EMPLOYEES.
3. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER C. GRIFFIN TO FILL A VACANT POSITION OF FIREFIGHTER IN THE FIRE DEPARTMENT AT AN ANNUAL SALARY OF \$27,578.52 (\$9.22 HOUR) BASED ON 2990 ANNUAL HOURS, GRADE 5, WITH RATE BETWEEN STEP 1A AND 1B.
4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS IN THE POLICE DEPARTMENT IN THE RANK OF LIEUTENANT AND SERGEANT.

5. REQUEST APPROVAL OF THE PROMOTION OF WILLIAM BROOKS FROM APPRENTICE LINEMAN IN THE ELECTRIC DEPARTMENT TO LINEMAN IN THE ELECTRIC DEPARTMENT WITH ANNUAL SALARY OF GRADE 14, STEP 6A, RATE OF \$52,202.99 (\$25.10 HOUR).
6. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF SUPERINTENDENT IN THE NEW CONSTRUCTION/REHAB DIVISION OF PUBLIC SERVICES.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW SERGEANT SHAWN WORD, OFFICER ANDY ROUND, OFFICER TAYLOR WELLS, SERGEANT SHANE KELLY TO ATTEND THE 2014 STORM CONFERENCE IN MERIDIAN, MS ON NOVEMBER 4-6, 2014 IN AN AMOUNT NOT TO EXCEED \$1,016.00 WITH ADVANCE TRAVEL APPROVED. THIS CONFERENCE IS 100% REIMBURSABLE.
2. REQUEST APPROVAL TO ALLOW SERGEANT SHAWN WORD, OFFICER ANDY ROUND, OFFICER TAYLOR WELLS, SERGEANT SHANE KELLY TO ATTEND THE 2014 STORM CONFERENCE IN MERIDIAN, MS ON NOVEMBER 4-6, 2014 IN AN AMOUNT NOT TO EXCEED \$488.00 WITH ADVANCE TRAVEL APPROVED. THIS CONFERENCE IS 100% REIMBURSABLE.
3. REQUEST APPROVAL TO ALLOW CHIEF FRANK NICHOLS TO ATTEND THE 2014 CHIEFS OF POLICE WITNER EDUCATIONAL CONFERENCE IN OXFORD, MS IN AN AMOUNT NOT TO EXCEED \$813.00 WITH ADVANCE TRAVEL APPROVED.
4. REQUEST APPROVAL TO ALLOW OFFICER CHRISTOPHER JACKSON, JEREMY LOMAX, AND SCOTTY CARRITHERS TO ATTEND A TASER CLASS AT MELOTA IN JACKSON, MS IN AN AMOUNT NOT TO EXCEED \$938.00 WITH ADVANCE TRAVEL APPROVED.
5. REQUEST APPROVAL OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY TO ESTABLISH A PROTOCOL FOR AND TO DEFINE THE RESPECTIVE RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO THEIR JOINT AND COOPERATIVE EFFORTS.

K. PUBLIC SERVICES

1. REQUEST APPROVAL TO PURCHASE A ROTOR GEARBOX FOR THE OXIDATION DITCH AT THE WASTEWATER PLANT FROM MOTION INDUSTRIES, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$14,787.42.
2. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE AN ADDENDUM TO THE JOINT BILLING CONTRACT FOR SEWER SERVICES WITH THE TALKING WARROR WATER ASSOCIATION MODIFYING THE TERM FROM TEN (10) YEARS TO TWENTY (20) YEARS.
3. REQUEST APPROVAL TO ACCEPT THE LOWEST UNIT PRICE QUOTE OF \$7.58/SF FOR UTILITY ASPHALT PATCHING SERVICES FROM APAC-MISSISSIPPI IN AN AMOUNT NOT TO EXCEED \$50,000.

L. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

C. PROPERTY ACQUISITION

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 21, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 121 at least forty-eight (48) hours in advance for any services requested.

APPENDIX A

CONSENT AGENDA

THERE ARE NO ITEMS FOR CONSENT



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IV. A.
AGENDA DATE: 10-07-2014
PAGE: 1**

SUBJECT: REQUEST APPROVAL OF THE MINUTES OF THE JULY 22, 2014 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk

AUTHORIZATION HISTORY:N/A

SUGGESTED MOTION: APPROVAL OF THE MINUTES OF THE JULY 22, 2014 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
July 22, 2014**

Be it remembered that the Mayor and Board of Alderman met in a Special Call Meeting on July 22, 2014 at 5:30 p.m. in the Conference Room of City Hall, located at 101 E. Lampkin Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Scott Maynard, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer, City Clerk Lesa Hardin and CAO / CFO Taylor V. Adams. Alderman Jason Walker was absent.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

1. REQUEST APPROVAL OF THE PAYMENT BY THE CITY CLERK OF PAYROLL(S) OF SALARIES AND OTHER COMPENSATION OF OFFICERS OR EMPLOYEES OF THE CITY OF STARKVILLE AND ANY GARNISHMENTS, TAXES OR OTHER DEDUCTIONS RESULTING FROM SUCH PAYROLL(S) WHEN SALARIES OR RATES OF PAY HAVE BEEN SET BY THE BOARD.

Following discussion, Alderman Maynard offered the following motion: "Move approval that the City Clerk shall issue all checks for claims and accounts allowed and approved by the governing authorities pursuant to the provisions of Mississippi Code Sections 21-39-7 and 21-39-13, which include, among other things, that each check shall be signed by the Mayor or a majority of the members of the Board of Aldermen, attested by the City Clerk, and affixed with the seal of the municipality, and that the City Clerk shall have authority to pay payroll under Section 21-39-7 without additional Board of Aldermen approval, and authority to pay any and all additional expenditures pursuant to the process set forth in Section 21-39-13 that require urgent payment prior to the next regularly scheduled claims docket. This Motion expressly rescinds any previous motions on the subject of the City Clerk's authority to issue checks on behalf of the municipality, including the Motion made by the Starkville Board of Aldermen on July 15, 2014". The motion was duly seconded by Alderman Perkins with the Board voting as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF JULY 21, 2014 FOR FISCAL YEAR ENDING 9/30/14.

There came consideration of the City of Starkville Claims Docket for all departments as of July 21, 2014 for fiscal year ending 9/30/14. Upon the motion of Alderman David Little to move approval of the City of Starkville Claims Docket for all departments as of July 21, 2014 for fiscal year ending 9/30/14, duly seconded by Alderman Lisa Wynn, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Scott Maynard	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	\$ 8,828.59
Landfill	023	13,198.00
Water/Sewer	400	155,268.70
Sub Total Before SED		\$ 177,295.29
Electric Dept	SED	336,146.52
Total Claims	Total	\$ 513,441.81

3. MOTION TO ADJOURN UNTIL AUGUST 5, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Lisa Wynn, for the Board of Aldermen to adjourn the meeting until August 5, 2014 @ 5:30 at 101 E. Lampkin Street in the City Hall Courtroom, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2014.

PARKER WISEMAN, MAYOR

Attest:

LESA HARDIN, CITY CLERK
(SEALED)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IV. B.
AGENDA DATE: 10-07-2014
PAGE: 1**

SUBJECT: REQUEST APPROVAL OF THE MINUTES OF THE AUGUST 19, 2014 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk

AUTHORIZATION HISTORY:N/A

SUGGESTED MOTION: APPROVAL OF THE MINUTES OF THE AUGUST 19, 2014 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
August 19, 2014**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on August 19, 2014 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A. Perkins, and Henry Vaughn, Sr. Attending the Board were City Attorney Chris Latimer, CAO/CFO Taylor V. Adams and City Clerk Lesa Hardin.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Parker Wiseman asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Maynard requested the following changes to the published August 19, 2014 Official Agenda:

Change Public Hearing B to Board Business B. Discussion and consideration of amending Chapter 18 of the Starkville Code of Ordinances to provide stricter laws and enforcement penalties against individuals that allow their dogs to defecate in any cemetery within the city limits.

Alderman Vaughn requested the following changes to the published August 19, 2014 Official Agenda:

Remove From Consent Item XI.K.2. Request contingent approval to advertise for bids or proposals for water meter installation services for the City's conversion to advanced metering infrastructure (AMI).

Alderman Perkins requested the following changes to the published August 19, 2014 Official Agenda:

Discussion of Item XI.K.1. Alderman Perkins asked the CAO if this item is a change order, and if so, why, and if not, what would be his recommendation of payment. CAO/CFO Adams stated the service had already occurred and was outside the scope of the contract with Precision Contractors, LLC. He referenced MS Code 31-7-13 that services of this nature are outside MS bid requirements and recommended the invoices flow to the claims docket for approval by the Board at that point.

Remove from Agenda and move to Claims Docket Item XI.K.1., thus renumbering item XI.K.2 to XI.K.1. Request approval of change order #1 in the Carver Drive Ditch Lining contract with Precision Contracting in an amount not to exceed \$33,800 to be paid out of the water and sewer enterprise fund.

Board Attorney Latimer inquired about Item XI.A.2. and whether the required insurance is sufficient. He noted the Notice to Proceed date of 8/20/2014 with project having 120 days completion estimate, the insurance policy expires 1/03/2015 which will be 135 days. Saunders Ramsey of Neel-Schaffer Engineers was present and assured the City that no extensions will be granted to the contractor without additional insurance.

The Mayor asked for further revisions to the published August 19, 2014 Official Agenda. No further revisions were requested.

1. A MOTION TO APPROVE THE OFFICAL AGENDA.

There came for consideration the matter of approving and adopting the August 19, 2014, Official Agenda of the Recessed Meeting of the Mayor and Board of Aldermen, as revised. After discussion, and upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman Ben Carver, to approve the August 19, 2014, Official Agenda with items listed as consent, the Board voted unanimously to approve the motion.

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion carried.

OFFICIAL AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, AUGUST 19, 2014
5:30 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

**PROPOSED CONSENT AGENDA ITEMS ARE HIGHLIGHTED AND PROVIDED AS
APPENDIX A ATTACHED**

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

NEW EMPLOYEE INTRODUCTIONS:

Alex Bush—Sanitation
Tony Chunn—New Construction/Rehab
Graydon Carruth—Wastewater
Reginald Campbell—Fire
Wesley Slaughter—Fire

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. PUBLIC APPEARANCE BY JESSIE COLLIER TO DISCUSS WHETHER OR NOT HIS RESIDENCY IS WITHIN THE CITY LIMITS.

B. PUBLIC APPEARANCE BY DELVIN MCCLAIN, OWNER OF MCCLAIN TAXI SERVICE IN STARKVILLE MS, TO DISCUSS HIS CONCERNS IN REGARDS TO THE CITY OF STARKVILLE FUNDING 2% TAX MONEY TO THE MSU STUDENT ASSOCIATION FOR TAXI RIDES FROM BARS ARTICLE THAT WAS PRINTED IN THE AUGUST 7, 2014 EDITION OF THE STARKVILLE DAILY NEWS PAPER

VIII. PUBLIC HEARING

A. FIRST PUBLIC HEARING ON POTENTIAL CHANGES TO THE UTILITIES ORDINANCE AS RECOMMENDED BY PUBLIC SERVICES DIRECTOR DOUG DEVLIN

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH PICKERING FIRM IN AN AMOUNT NOT TO EXCEED \$30,000 FOR ENGINEERING SERVICES RELATED TO THE CONSTRUCTION OF WATER, WASTEWATER AND STORM DRAINAGE FOR THE MILL AT MSU PROJECT.

X. BOARD BUSINESS

A. REQUEST APPROVAL FOR THE INSTALLATION OF A THREE-WAY STOP SIGN AT THE INTERSECTION OF CATHERINE STREET AND

MARGARETTA STREET.

- B. CONSIDERATION AND DISCUSSION OF AMENDING CHAPTER 18 OF THE STARKVILLE CODE OF ORDINANCES TO PROVIDE STRICTER LAWS AND ENFORCEMENT PENALTIES AGAINST INDIVIDUALS THAT ALLOW THEIR DOGS TO DEFECATE IN ANY CEMETERY WITHIN THE CITY LIMITS.**

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. **REQUEST APPROVAL OF CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION 14-01 FOR ENGINEERING SERVICES FOR THE 2014 FAA AIP PROJECT AS REVIEWED BY BOARD ATTORNEY**
2. **CONSIDERATION OF ENTERING INTO A CONSTRUCTION CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH T & M STEEL IN AN AMOUNT NOT TO EXCEED \$106,000.00 FOR THE CONSTRUCTION OF A LOADING DOCK AT THE AIRPORT PROPERTY FOR PROJECT BOARDTOWN.**

B. COMMUNITY DEVELOPMENT DEPARTMENT

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

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC DEPARTMENT

1. REQUEST AUTHORIZATION TO EXECUTE ENERGY AXIS FULLY MANAGED SERVICES AGREEMENT BETWEEN CITY OF STARKVILLE ELECTRIC DEPARTMENT AND ELSTER SOLUTIONS, LLC.

E. ENGINEERING

1. **REQUEST AUTHORIZATION TO DECLARE ASPHALT PATCHING MACHINE REPAIRS SOLE SOURCE AND APPROVE LOW QUOTE FOR MACHINE REFURBISHING.**

F. FINANCE AND ADMINISTRATION

1. REPORT OF RECEIPTS AND EXPENDITURES FOR JULY 2014.

2. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF AUGUST 14, 2014 FOR FISCAL YEAR ENDING 9/30/14.

G. FIRE DEPARTMENT

1. REQUEST PERMISSION TO CONTINUE SERVICES WITH THE OKTIBBEHA COUNTY REGIONAL MEDICAL CENTER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. REQUEST APPROVAL OF ADDITION OF THREE (3) DRUG / DUI SEIZED VEHICLES FORFEITED BY THE DISTRICT ATTORNEY TO THE STARKVILLE POLICE DEPARTMENT TO CITY FIXED ASSETS AND AUTHORIZATION TO LIST SAME THREE (3) VEHICLES ON GOVDEALS.COM OR PUBLIC AUCTION TO BE AWARDED TO THE HIGHEST OR BEST BIDDER.

K. PUBLIC SERVICES

1. REQUEST CONTINGENT APPROVAL TO ADVERTISE FOR BIDS OR PROPOSALS FOR WATER METER INSTALLATION SERVICES FOR THE CITY'S CONVERSION TO ADVANCED METERING INFRASTRUCTURE (AMI).

L. SANITATION DEPARTMENT

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL SEPTEMBER 2, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

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APPENDIX A

CONSENT AGENDA

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH PICKERING FIRM IN AN AMOUNT NOT TO EXCEED \$30,000 FOR ENGINEERING SERVICES RELATED TO THE CONSTRUCTION OF WATER, WASTEWATER AND STORM DRAINAGE FOR THE MILL AT MSU PROJECT.

X. BOARD BUSINESS

- A. REQUEST APPROVAL FOR THE INSTALLATION OF A THREE-WAY STOP SIGN AT THE INTERSECTION OF CATHERINE STREET AND MARGARETTA STREET.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION 14-01 FOR ENGINEERING SERVICES FOR THE 2014 FAA AIP PROJECT AS REVIEWED BY BOARD ATTORNEY
2. CONSIDERATION OF ENTERING INTO A CONSTRUCTION CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH T & M STEEL IN AN AMOUNT NOT TO EXCEED \$106,000.00 FOR THE CONSTRUCTION OF A LOADING DOCK AT THE AIRPORT PROPERTY FOR PROJECT BOARDTOWN.

B. COMMUNITY DEVELOPMENT DEPARTMENT

3. PLANNING

THERE ARE NO ITEMS FOR THIS AGENDA

D. ELECTRIC

1. REQUEST AUTHORIZATION TO EXECUTE ENERGY AXIS FULLY MANAGED SERVICES AGREEMENT BETWEEN CITY OF STARKVILLE ELECTRIC DEPARTMENT AND ELSTER SOLUTIONS, LLC.

E. ENGINEERING

1. REQUEST AUTHORIZATION TO DECLARE ASPHALT PATCHING MACHINE REPAIRS SOLE SOURCE AND APPROVE LOW QUOTE FOR MACHINE REFURBISHING.

F. FINANCE AND ADMINISTRATION

1. REPORT OF RECEIPTS AND EXPENDITURES FOR JULY 2014.

G. FIRE DEPARTMENT

1. REQUEST PERMISSION TO CONTINUE SERVICES WITH THE OKTIBBEHA COUNTY REGIONAL MEDICAL CENTER.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. REQUEST APPROVAL OF ADDITION OF THREE (3) DRUG / DUI SEIZED VEHICLES FORFEITED BY THE DISTRICT ATTORNEY TO THE STARKVILLE POLICE DEPARTMENT TO CITY FIXED ASSETS AND AUTHORIZATION TO LIST SAME THREE (3) VEHICLES ON GOVDEALS.COM OR PUBLIC AUCTION TO BE AWARDED TO THE HIGHEST OR BEST BIDDER.

K. PUBLIC SERVICES

THERE ARE NO ITEMS FOR THIS AGENDA

L. SANITATION

THERE ARE NO ITEMS FOR THIS AGENDA

CONSENT ITEMS 2-9:

2. CONSIDERATION OF ENTERING INTO A PROFESSIONAL SERVICES CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH PICKERING FIRM IN AN AMOUNT NOT TO EXCEED \$30,000 FOR ENGINEERING SERVICES RELATED TO THE CONSTRUCTION OF WATER, WASTEWATER AND STORM DRAINAGE FOR THE MILL AT MSU PROJECT.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver and adopted by the Board to approve the August 19, 2014 Official Agenda, and to accept items for Consent, whereby the "Approval entering into a professional services contract, as approved by City Attorney, with Pickering Firm in an amount not to exceed \$30,000 for engineering services related to the construction of water, wastewater and storm drainage for the Mill at MSU Project" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF APPROVAL FOR THE INSTALLATION OF A THREE-WAY STOP SIGN AT THE INTERSECTION OF CATHERINE STREET AND MARGARETTA STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver and adopted by the Board to approve the August 19, 2014 Official Agenda, and to accept items for Consent, whereby the "Approval of the installation of a three-way stop sign at the intersection of Catherine Street and Margarett Street" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF REQUEST APPROVAL OF CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION 14-01 FOR ENGINEERING SERVICES FOR THE 2014 FAA AIP PROJECT AS REVIEWED BY BOARD ATTORNEY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver and adopted by the Board to approve the August 19, 2014 Official Agenda, and to accept items for Consent, whereby the "Approval of Clearwater Consultants, Inc. work authorization 14-01 for engineering services for the 2014 FAA AIP Project as reviewed by board attorney" is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF ENTERING INTO A CONSTRUCTION CONTRACT, AS APPROVED BY CITY ATTORNEY, WITH T & M STEEL IN AN AMOUNT NOT TO EXCEED \$106,000.00 FOR THE CONSTRUCTION OF A LOADING DOCK AT THE AIRPORT PROPERTY FOR PROJECT BOARDTOWN.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver and adopted by the Board to approve the August 19, 2014 Official Agenda, and to accept items for Consent, whereby the "Approval of entering into a construction contract, as approved by City Attorney, with T & M Steel in an amount not to exceed \$106,000.00 for the construction of a loading dock at the airport property for Project Boardtown" is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF REQUEST AUTHORIZATION TO DECLARE ASPHALT PATCHING MACHINE REPAIRS SOLE SOURCE AND APPROVE LOW QUOTE

FOR MACHINE REFURBISHING.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver and adopted by the Board to approve the August 19, 2014 Official Agenda, and to accept items for Consent, whereby the "Approval to declare Asphalt Patching Machine Repairs sole source and approve low quote for machine refurbishing" is enumerated, this consent item is thereby approved.

7. REQUEST APPROVAL OF THE RECEIPTS AND EXPENDITURES REPORT FOR JULY 2014.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver and adopted by the Board to approve the August 19, 2014 Official Agenda, and to accept items for Consent, whereby the "Approval of the receipts and expenditures report for July 2014" is enumerated, this consent item is thereby approved.

8. REQUEST PERMISSION TO CONTINUE SERVICES WITH THE OKTIBBEHA COUNTY REGIONAL MEDICAL CENTER.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver and adopted by the Board to approve the August 19, 2014 Official Agenda, and to accept items for Consent, whereby the "Approval to continue services with the Oktibbeha County Regional Medical Center" is enumerated, this consent item is thereby approved.

9. REQUEST APPROVAL OF ADDITION OF THREE (3) DRUG / DUI SIEZED VEHICLES FORFEITED BY THE DISTRICT ATTORNEY TO THE STARKVILLE POLICE DEPARTMENT TO CITY FIXED ASSETS AND AUTHORIZATION TO LIST SAME THREE (3) VEHICLES ON GOVDEALS.COM OR PUBLIC AUCTION TO BE AWARDED TO THE HIGHEST OR BEST BIDDER.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Carver and adopted by the Board to approve the August 19, 2014 Official Agenda, and to accept items for Consent, whereby the "Approval of the addition of three (3) drug/DUI seized vehicles forfeited by the District Attorney to the Starkville Police Department to city fixed assets and authorization to list same three (3) vehicles on govdeals.com or public auction to be awarded to the highest or best bidder." is enumerated, this consent item is thereby approved.

The three vehicles are:

- | | |
|-------------------------------|------------------------|
| 1. 1997 Mercury Grand Marquis | VIN: 2MELM74W2VX614371 |
| 2. 1994 Ford Explorer | VIN: 1FMDU32X4RUB94082 |
| 3. 1988 Chevrolet Caprice | VIN: 1G1BL51Z8JA132583 |

END OF CONSENT AGENDA ITEMS

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

The Mayor introduced new employees:

Tony Chunn—New Construction/Rehab

Graydon Carruth—Wastewater

Reginald Campbell—Fire

Wesley Slaughter—Fire

The Mayor invited the community to Travis Outlaw Day at McKee Park September 6 from 10 am until 3 pm.

BOARD OF ALDERMEN COMMENTS:

Alderman Wynn explained how 2% money is disbursed by the city. It is divided among five entities: 10% stays with the City, 40% goes to Parks and Recreation, 20% goes to MSU, 15% to OCEDA and 15% to Convention and Visitor Bureau. The City cannot instruct or authorize how the entities spend the monies. Alderman Wynn then welcomed Joe Marshall, who has recently opened a car dealership on Hwy 12.

Alderman Little thanked Edward Kemp for his work at the Sportsplex parking lot. Alderman Little then asked the CAO and MS Gandy to see what could be done to mow Academy Road. C'Spire marked the right of way with small flags but MS Gandy stated she would find a way to get it mowed. Alderman Little then noted a recent boil water notice in his ward and asked Doug Devlin to explain how citizens should handle a boil water notification.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked that everyone remember there are fines for burning without a permit.

Debbie Dearman asked that dogs not be allowed in cemeteries and would like the trash, etc. picked up more often. She stated she would like to see cemeteries receive more respect.

Chris Taylor, Ward 7, asked the Budget Committee to reconsider employee raises. He also stated he felt cemeteries deserve respect and asked that they be patrolled more often if possible.

Ted Bacon appeared before the Mayor and Board in reference to a letter he sent previously concerning an incident a year ago with his son. The Mayor told him the incident had been referred to the Board Attorney who is researching the matter.

Ella Hampton, Ward 2, noted several repairs that she has noted while walking at the Sportsplex that she feels needs to be made to the Sportsplex such as carpet, paint etc.

Alderman Perkins explained that the Park Commission would be the entity she needs to speak with concerning Park repairs.

Dr. Diane Wall, Ward 4, did not agree with punishing all animals for the behavior of a few. She asked that animal waste bags and cans be placed near more areas.

Alderman Walker stated he had personally been purchasing refill doggie bags and replacing them, but needed to order more. Alderman Carver asked about ordering signage also.

PUBLIC APPEARANCES:

PUBLIC APPEARANCE BY JESSIE COLLIER TO DISCUSS WHETHER OR NOT HIS RESIDENCY IS WITHIN THE CITY LIMITS.

Mr. Jessie Collier stated he felt his home was annexed into the City limits in 1998 and that he is still not recognized by the City sanitation department, etc. Buddy Sanders presented a City map that indicated Mr. Collier was outside the city limits and suggested Mr. Collier obtain a survey. After some discussion, Mayor Wiseman asked that Mr. Collier submit all documentation to the city and city officials will research and respond in writing to Mr. Collier their findings.

PUBLIC APPEARANCE BY DELVIN MCCLAIN, OWNER OF MCCLAIN TAXI SERVICE IN STARKVILLE MS, TO DISCUSS HIS CONCERNS IN REGARDS TO THE CITY OF STARKVILLE FUNDING 2% TAX MONEY TO THE MSU STUDENT ASSOCIATION FOR TAXI RIDES FROM BARS ARTICLE THAT WAS PRINTED IN THE AUGUST 7, 2014 EDITION OF THE STARKVILLE DAILY NEWS PAPER.

Mayor Wiseman called Mr. Delvin McClain's name three times with no response.

PUBLIC HEARING ON POTENTIAL CHANGES TO THE UTILITIES ORDINANCE AS RECOMMENDED BY PUBLIC SERVICES DIRECTOR DOUG DEVLIN.

Proposed modifications to the Utilities Ordinance were discussed by Doug Devlin. Alderman Perkins asked for clarification of item four on proposed changes. Mr. Devlin stated citizens are compelled to abandon working septic tanks but are not required or forced to by the Ordinance. Alderman Walker inquired as to the effects on properties subdivided. There being no other comments by the Board or by the public, the Mayor closed the first public hearing of the Utilities Ordinance.

10. CONSIDERATION OF AMENDING CHAPTER 18 OF THE STARKVILLE CODE OF ORDINANCES TO PROVIDE STRICTER LAWS AND ENFORCEMENT PENALTIES AGAINST INDIVIDUALS THAT ALLOW THEIR DOGS TO DEFECATE IN ANY CEMETERY WITHIN THE CITY LIMITS.

Alderman Maynard read a brief history of Oddfellows Cemetery from 1946. The current Ordinance states in section 18-28(g) that *"No person shall allow a dog or other domesticated animal in his / her custody to defecate on any property other than that of the owner or person having control of the animal. It shall be the duty of all persons having control of a dog or other domesticated animal to curb such animal and to immediately remove any feces to a proper receptacle. Disabled persons while relying on a Seeing Eye, hearing, or service dog / animal shall be exempt from this section"*. Alderman Maynard further asked that the public be informed of the Ordinance and that they be asked to be responsible for their animals. He recommended the Cemetery Board discuss the issue at its next meeting and bring recommendations to the Mayor and Board. Alderman Walker stated that all cemeteries should be respected and hoped by discussing this issue and possibly installing proper signage and trash / waste receptacles, the public will show respect.

11. REQUEST AUTHORIZATION TO EXECUTE ENERGY AXIS FULLY MANAGED SERVICES AGREEMENT BETWEEN CITY OF STARKVILLE ELECTRIC DEPARTMENT AND ELSTER SOLUTIONS, LLC.

Terry Kemp and Doug Devlin presented the AMI (Advanced Metering Infrastructure) which is an integrated system of meters, communication networks, and data management systems that enable two-way communication between the utilities and their customers. Elster Solutions Inc. is the recommended vendor for this endeavor and is based in Raleigh, NC. There are currently 13,002

electric meters and 11,037 water meters. SED will install the electric meters with current staff, but the Water Dept. will request contract installation. The goal is full deployment in 24 months. Alderman Wynn offered a motion to approve Starkville Electric to execute Energy Axis fully Managed Systems Agreement between the City of Starkville Electric Department and Elster Solutions, LLC for Advanced Metering Infrastructure. Alderman Carver seconded the motion with the Board voting as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

Alderman Vaughn stepped out of the room briefly at this time.

12. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF AUGUST 14, 2014 FOR FISCAL YEAR ENDING 9/30/14.

There came consideration of the City of Starkville Claims Docket for all departments as of August 14, 2014 for fiscal year ending 9/30/14. Upon the motion of Alderman David Little to move approval of the City of Starkville Claims Docket for all departments as of August 14, 2014 for fiscal year ending 9/30/14, duly seconded by Alderman Lisa Wynn, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

General Fund	001	\$211,884.99
Restricted Police Fund	002	1,190.88
Airport Fund	015	1,347.15
Sanitation	022	35,633.94

Landfill	023	4,898.27
Parking Mill Project	311	39,324.55
Park and Rec Tourism	375	17,406.71
Water/Sewer	400	137,322.53
City Vehilce Maint Shop	500	73.33
Payroll	681	180.00
Sub Total Before SED	Sub	\$ 448,262.35
Electric Dept	SED	789,636.00
Total Claims	Total	\$1,237,898.35

Alderman Vaughn returned to the meeting.

13. REQUEST APPROVAL TO ADVERTISE FOR BIDS OR PROPOSALS FOR WATER METER INSTALLATION SERVICES FOR THE CITY'S CONVERSION TO ADVANCED METERING INFRASTRUCTURE (AMI).

Alderman Walker offered a motion to advertise for bids or proposals for water meter installation services for the City's conversion to advanced metering infrastructure (AMI) which was duly seconded by Alderman Little. Upon the Mayor asking for discussion, Alderman Vaughn asked it were possible to use current employees to install the meters. Mr. Devlin stated contract installers had proven more cost efficient in the past and timelier. Alderman Vaughn asked that it be noted he felt current employees should be utilized. There being no further discussion, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

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

There came for consideration the matter of entering a closed session to determine if there is proper cause for an executive session. Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to enter into a Closed Session to determine if there is proper cause for Executive Session:

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

15. A MOTION TO ENTER EXECUTIVE SESSION TO CONSIDER PERSONNEL MATTERS REGARDING FIRE PERSONNEL DISCIPLINARY ACTION, PUBLIC SERVICES DISCIPLINARY ACTION, AN SED EMPLOYEE, UPCOMING PERSONNEL GUIDANCE CONCERNING AN EXPERIENCE WORKS EMPLOYEE, PERSONNEL AS RELATED TO PRODUCTION OF EXECUTIVE SESSION MATERIALS AND PENDING LITIGATION REGARDING AN EEOC CASE.

Alderman Maynard offered a motion to enter an executive session to discuss personnel matters regarding fire personnel disciplinary action, public services disciplinary action, an SED employee, upcoming personnel guidance concerning an experience works employee, personnel as related to production of executive session materials and pending litigation regarding an EEOC case. Following a second by Alderman Wynn, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

The Mayor invited the Public back in to make the announcement of the Board's decision to enter into executive session.

At this time the Board entered executive session.

16. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Henry Vaughn, Sr., duly seconded by Alderman David Little, to return to Open Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea

Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

The Mayor announced that the Board had taken action in executive session and asked the Clerk to read the motions.

17. A MOTION TO PROVIDE BACK PAY TO ANGELA CLARK.

A motion was offered by Alderman Maynard to provide \$5,500.71 in back pay for raises previously missed while employed by the City to Angela Clark and to offer MS Clark the opportunity to determine a payment schedule within the next calendar year with such schedule to be worked out with the City Clerk. Motion was seconded by Alderman Wynn and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Nay
Alderman Jason Walker	Voted: Nay
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

18. MOTION TO RATIFY DISCIPLINARY ACTION RECOMMENDED BY FIRE CHIEF.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to authorize the disciplinary action as recommended by Fire Chief Mann of a fireman who reported late to work, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

19. MOTION TO RATIFY DISCIPLINARY ACTION RECOMMENDED BY DIRECTOR OF PUBLIC SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to authorize the disciplinary action as recommended by Director of Public Services, Doug Devlin, of an employee, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed. Alderman Perkins left at this time.

46. A MOTION TO RECESS UNTIL AUGUST 26, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, for the Board of Aldermen to recess the meeting until August 26, 2014 @ 5:30 at 101 E. Lampkin Street in the City Hall Courtroom, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2014.

PARKER WISEMAN, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEALED)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IV. C.
AGENDA DATE: 10-07-2014
PAGE: 1**

SUBJECT: REQUEST APPROVAL OF THE MINUTES OF THE SEPTEMBER 9, 2014 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk

AUTHORIZATION HISTORY: N/A

SUGGESTED MOTION: REQUEST APPROVAL OF THE MINUTES OF THE SEPTEMBER 9, 2014 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY

**MINUTES OF THE SPECIAL CALL MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 9, 2014**

Be it remembered that the Mayor and Board of Alderman met in a Special Call Meeting on September 9, 2014 at 5:30 p.m. in the Conference Room of City Hall, located at 101 E. Lampkin Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker and Scott Maynard, Attending the Board were City Attorney Chris Latimer, City Clerk Lesa Hardin and CAO / CFO Taylor V. Adams. Aldermen Roy A'. Perkins and Henry Vaughn, Sr. were unable to attend.

Mayor Parker Wiseman opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Wiseman announced that since this was a Special Call meeting and the agenda is fixed, no approval of the agenda was necessary.

CITIZEN COMMENTS

Lynn Spruill, Ward 3, read a written statement asking the Board not to reverse their prior insurance decision and viewed such reversal as a statement of discrimination.

Judy Lenard, Ward 5, state that a group, SafeZone, is currently meeting at MSU and would like to see the program expand beyond campus as a support group.

Jim Gafford, Ward 5, felt that same day notice of this meeting resulted in fewer citizens in attendance and that he encouraged the Board to leave the Plus-1 insurance intact.

Sandra Sistrunk, Ward 2, expressed her support for Plus-1 insurance as well as the Employee+Child(ren) coverage.

Richard Corey, Ward 4, asked that all individuals be respected and asked for all discussion to be open to the public on the insurance matter.

CONSIDERATION OF AMENDING CITY'S MEDICAL INSURANCE BENEFIT PLAN AND/OR DENTAL INSURANCE BENEFIT PLAN AND DISCUSSION OF PERSONNEL ISSUES RELATED THERETO.

Following a brief discussion of the definition of Plus-1 coverage, the following motion was offered:

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

There came for consideration the matter of entering a closed session to determine if there is proper cause for an executive session. Upon the motion of Alderman Maynard, duly seconded by Alderman Wynn, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

2. MOTION TO ENTER EXECUTIVE SESSION TO DISCUSS POTENTIAL LITIGATION AND A PERSONNEL ISSUE RELATED TO THE CONSIDERATION OF AMENDING THE CITY'S MEDICAL INSURANCE BENEFIT PLAN AND/OR DENTAL INSURANCE BENEFIT PLAN.

A motion was offered by Alderman Wynn and seconded by Alderman Carver, to enter into an executive session to discuss personnel issues related to the consideration of the City's medical insurance benefit plan and/or dental insurance benefit plan. Following brief discussion, Alderman Little offered a motion to amend the motion on the floor to include potential litigation and comments related to City personnel as related to the consideration of amending the City's medical insurance benefit plan and/or dental insurance benefit plan.

The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

The Mayor invited the Public back in to make the announcement of the Board's decision to enter into executive session.

At this time the Board entered executive session.

3. MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to return to Open Session, the Board members in attendance voted unanimously in favor of the motion to return to open session.

The Mayor announced that the Board had not taken action in executive session.

4. MOTION TO REScind THE ADDITION OF "PLUS 1" INSURANCE COVERAGE.

Alderman Carver offered a motion that the City of Starkville rescind its prior Board Order of September 2, 2014, relating to the renewal and expansion of the City's Medical Insurance Benefit Plan, to remove the "employee plus one adult" coverage provision with the rest of the Plan approved by the Board on September 2, 2014, to remain intact with the removal of "employee plus one adult" provision to take effect immediately upon passage of this motion. Mayor Wiseman called for a second to the motion. There being no second, the Mayor declared the Motion failed.

5. MOTION TO RECESS UNTIL SEPTEMBER 16, 2014 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, for the Board of Aldermen to adjourn the meeting until September 16, 2014 @ 5:30 at 101 E. Lampkin Street in the City Hall Courtroom, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Scott Maynard	Voted: Yea
Alderman Roy A'. Perkins	Voted: Absent
Alderman Henry Vaughn, Sr.	Voted: Absent

Having received a majority affirmative vote of those members present and voting, the Mayor declared the motion passed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2014.

PARKER WISEMAN, MAYOR

Attest:

LESA HARDIN, CITY CLERK
(SEALED)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.A.
AGENDA DATE: 10/07/2014
PAGE: 1**

SUBJECT: DISCUSSION AND CONSIDERATION OF APPROVING SENDING MAYOR PARKER WISEMAN AND PARK AND RECREATION DIRECTOR HERMAN PETERS TO THE PLAYFUL CITIES CONFERENCE IN CHICAGO, IL IN AN AMOUNT NOT TO EXCEED \$3,200.00 WITH ADVANCE TRAVEL REQUESTED..

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Mayor's Office

DIRECTOR'S
AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT: Mayor Parker Wiseman (662) 323-4583, ext. 100

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

<u>PURCHASING:</u>	Airport Parking	\$34.00 +/-
	Mileage to/from airport	\$18.50+/-
	Flight to/from Chicago	\$600.00+/-
	Baggage	\$50.00
	Shuttle to CHI Airport	\$36.00+/-
	Hotel	\$700.00+/-
	Meals not covered	<u>\$140.00</u>
		\$1,578.50 +/- per attendee

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: "MOVE APPROVAL OF THE TRAVEL FOR MAYOR PARKER WISEMAN AND PARK AND RECREATION DIRECTOR HERMAN PETERS TO THE PLAYFUL CITIES CONFERENCE IN CHICAGO, IL, IN AN AMOUNT NOT TO EXCEED \$3,200.00, WITH ADVANCE TRAVEL."



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.A.
AGENDA DATE: 09/02/2014
PAGE: 1**

SUBJECT: Consideration of approving proposed sidewalk improvements and financing on Lafayette St. to be financed for a period of five years in an amount not to exceed \$30,000.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT: Mayor Parker Wiseman (662) 323-4583, ext. 100

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: "MOVE APPROVAL OF THE PROPOSED SIDEWALK IMPROVEMENTS AND FINANCING ON LAFAYETTE STREET TO BE FINANCED FOR APERIOD OF FIVE YEARS IN AN AMOUNT NOT TO EXCEED \$30,000."



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IX.A.
AGENDA DATE: 09/02/2014
PAGE: 1**

SUBJECT: Consideration of approving proposed sidewalk improvements and financing on Lafayette St. to be financed for a period of five years in an amount not to exceed \$30,000.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT: Mayor Parker Wiseman (662) 323-4583, ext. 100

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

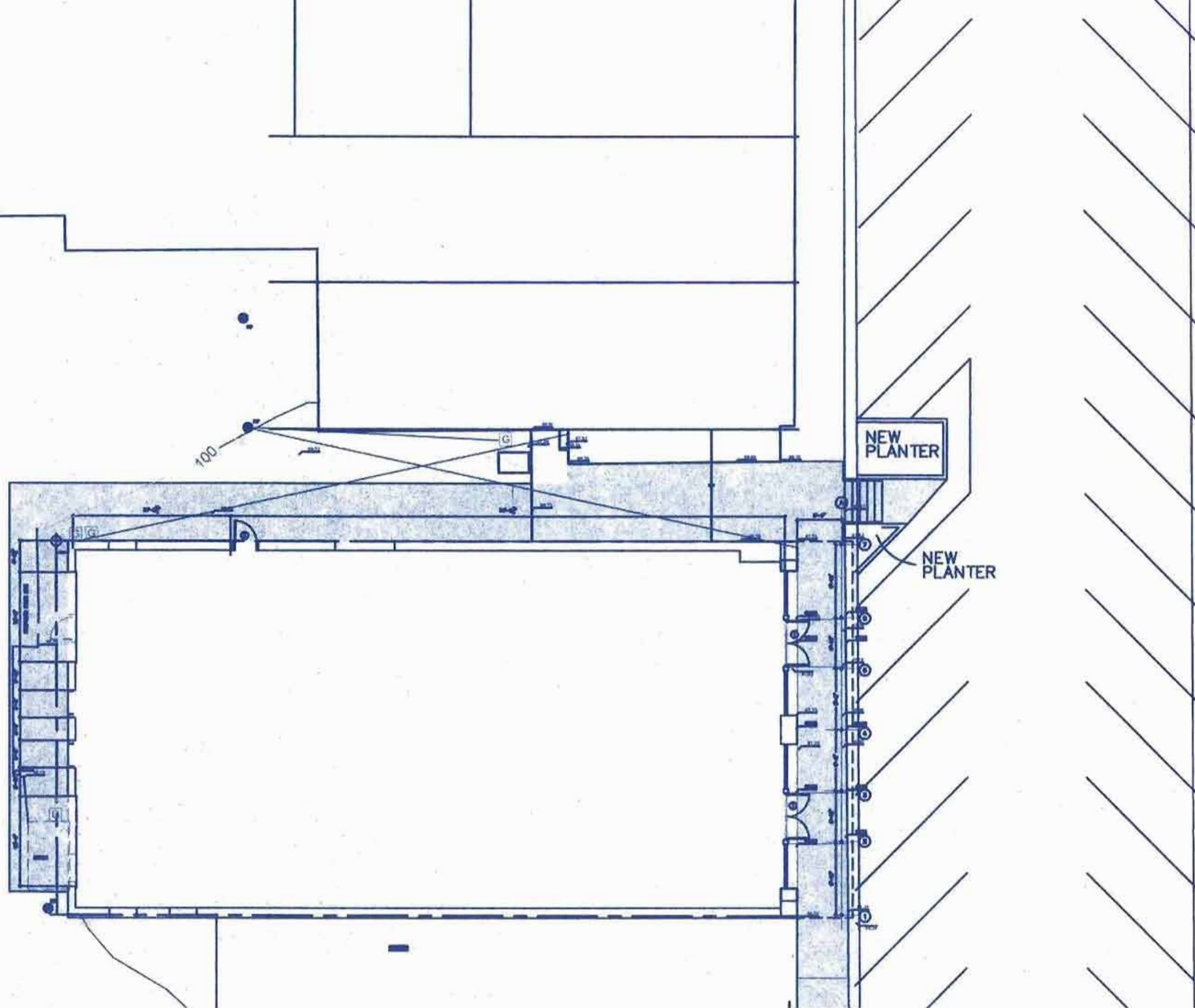
AUTHORIZATION HISTORY:

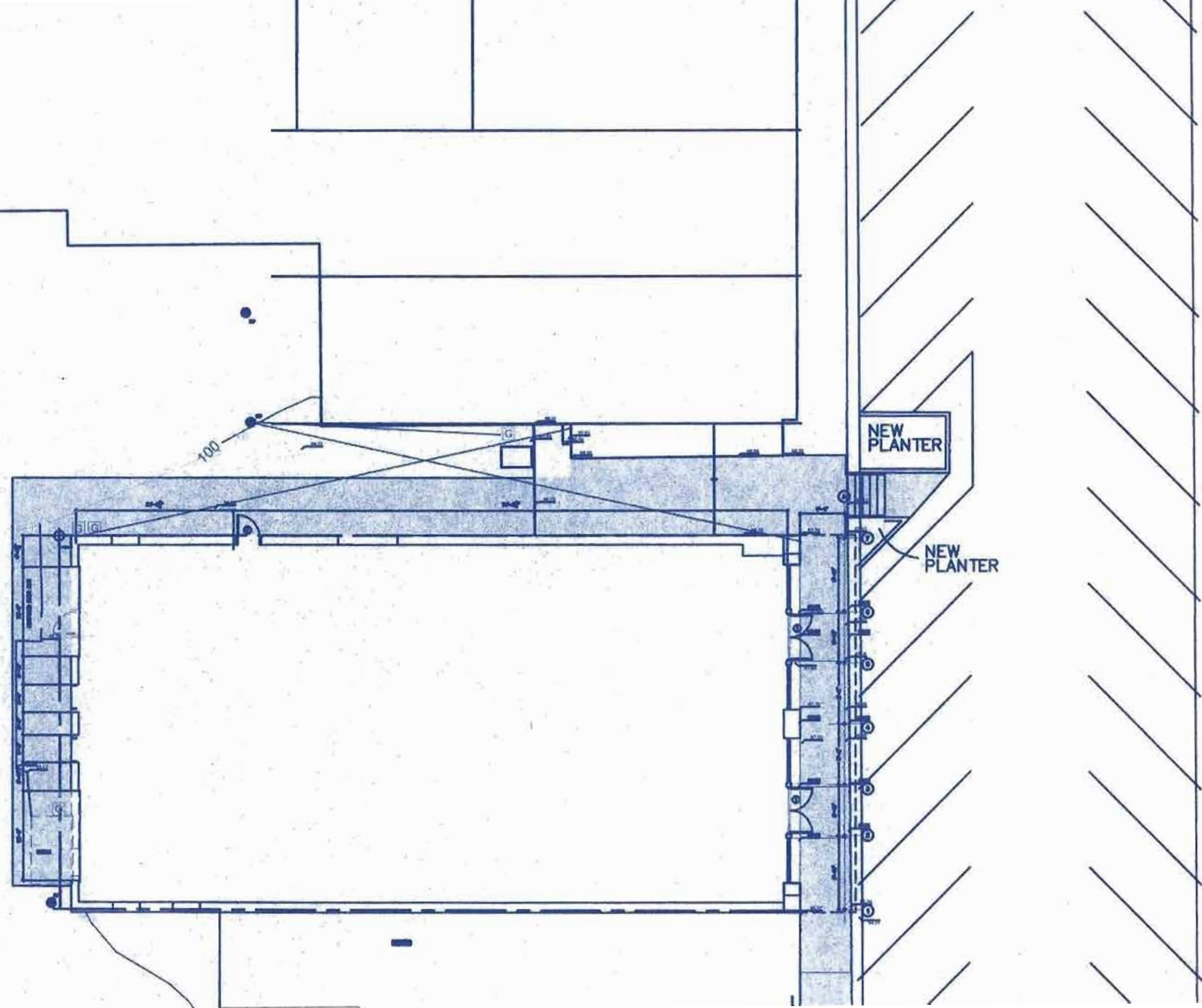
<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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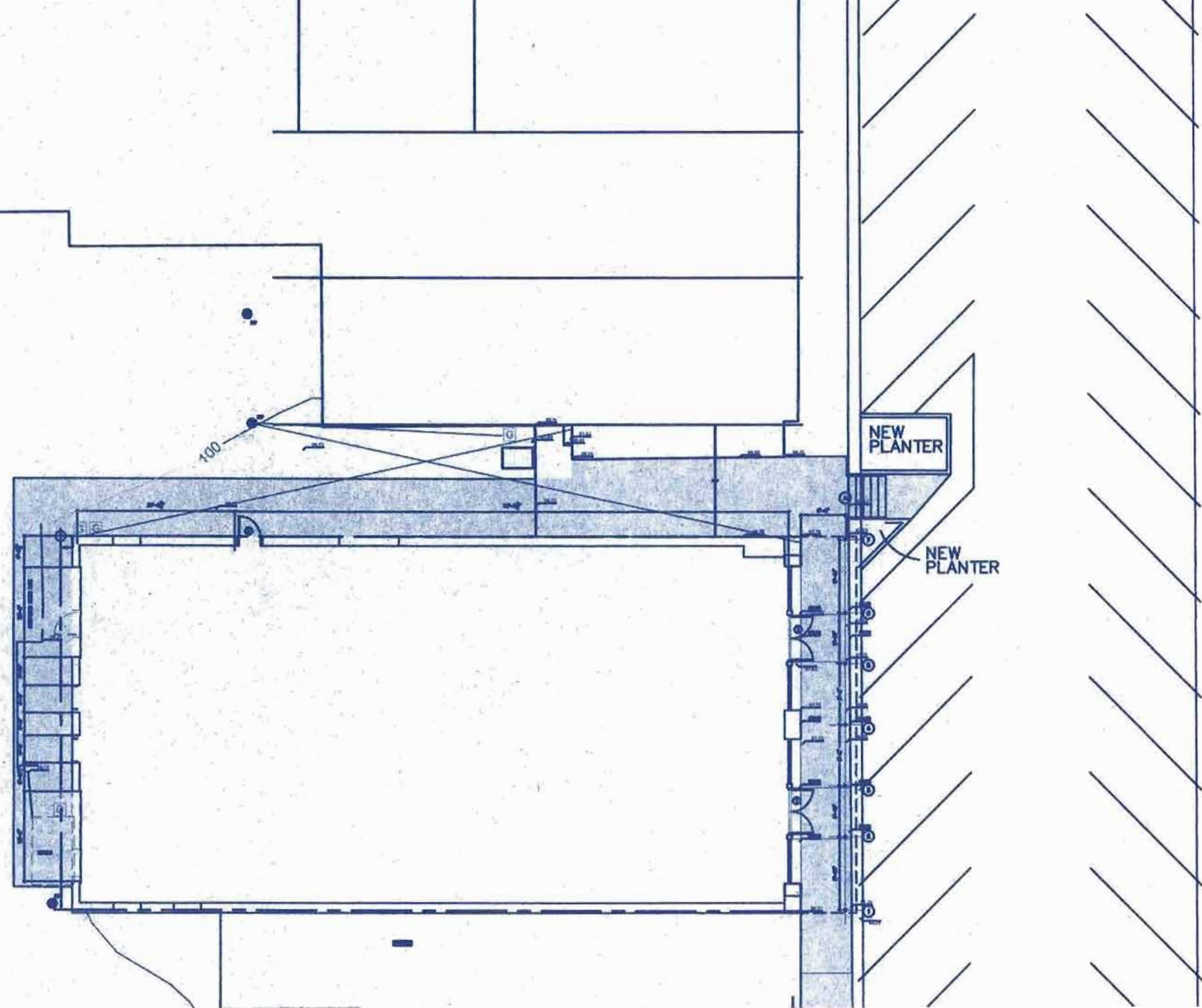
STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: "MOVE APPROVAL OF THE PROPOSED SIDEWALK IMPROVEMENTS AND FINANCING ON LAFAYETTE STREET TO BE FINANCED FOR APERIOD OF FIVE YEARS IN AN AMOUNT NOT TO EXCEED \$30,000."







RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE, SERIES 2014, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000) TO RAISE MONEY FOR THE PURPOSE OF CONSTRUCTING, IMPROVING AND PAVING STREETS, ROADS AND BRIDGES OF THE MUNICIPALITY, AND PURCHASING LAND THEREFOR; PRESCRIBING THE FORM AND INCIDENTS OF SAID NOTE; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF; PROVIDING FOR THE SALE OF SAID NOTE; AND MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE NOTE.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “Municipality”), acting for and on behalf of the said City of Starkville, Mississippi, hereby finds, determines, adjudicates and declares as follows:

1. (a) Definitions. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean constructing, improving and paving streets, roads and bridges of the Municipality, and purchasing land therefor.

"Business Day" shall mean a day of the year on which banks located in the Town in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

"Clerk" shall mean the City Clerk of the Municipality.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Event of Default" shall mean an event of default as described in Section 14 of this Note Resolution.

"Governing Body" shall mean the Mayor and Board of Aldermen of the Municipality.

"Improvement Fund" shall mean the Improvement Fund of the Municipality provided for in Section 12 hereof.

"Mayor" shall mean the Mayor of the Municipality.

"Municipality" shall mean the City of Starkville, Mississippi.

"Note Fund" shall mean the fund of the Municipality provided for in Section 11 hereof.

"Note" shall mean the General Obligation Public Improvement Note, Series 2014, of the Municipality authorized and directed to be issued in this Note Resolution.

"Note Resolution" shall mean this resolution.

"Noteholder" or "Holder" shall mean the Registered Owner of the Note issued pursuant to this Note Resolution.

"Notice" shall mean the Notice of Note Sale set out in Section 16 hereof.

"Paying Agent" shall mean any bank, trust company or other institution, or the Clerk, hereafter designated by the Governing Body to make payments of the principal of and interest on the Note, and to serve as registrar and transfer agent for the registration of owners of the Note, and for the performance of other duties as may be herein or hereafter specified by the Governing Body. The initial Paying Agent shall be the City Clerk.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Purchaser" shall mean the successful bidder for the Note.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Note and, as to payments of principal, the 15th day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon redemption prior to maturity.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent.

Number and Gender: Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Governing Body, acting for and on behalf of the Municipality, is authorized by the Act to borrow money and to issue its Note in evidence thereof without an election or any other notice as to the issuance thereof to accomplish any purpose for which the Governing Body is otherwise authorized by law to issue bonds or notes, provided that the total outstanding indebtedness incurred by the Governing Body pursuant to Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, shall not exceed the greater of one percent (1%) of the assessed value of all taxable property located within the Municipality according to the last completed assessment for taxation or \$250,000 at any one time. There is currently no outstanding indebtedness issued pursuant to the Act. One percent (1.0%) of the assessed value of all taxable property located within the Municipality according to the last completed assessment for taxation is Two Million One Hundred Thirty-eight Thousand Five Hundred Eighty-Four Dollars (\$2,138,584). Therefore, the Municipality is now authorized to issue its note or notes pursuant to the Act in the principal amount of Thirty Thousand Dollars (\$30,000). The Governing Body is authorized to issue the Note for the purpose and in the amount herein set forth, registered as to principal and interest in the form and manner hereinafter provided for by the Act.

3. The assessed value of taxable property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Thirteen Million, Eight Hundred Fifty-eight Thousand Four Hundred Fourteen Dollars (\$213,858,414); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of Eight Million Three Hundred Ninety Thousand Dollars (\$8,390,000) and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of Twelve Million Five Hundred Thirty Thousand Dollars (\$12,530,000); the issuance of the Note, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

4. The Municipality reasonably expects that it will incur expenditures for the Authorized Purpose prior to the issuance of the Note, and that it should declare its official intent to reimburse such expenditures with the proceeds of the Note upon the issuance thereof.

5. It has now become necessary to make provisions for the preparation, execution, issuance and sale of a general obligation note in the principal amount of Thirty Thousand Dollars (\$30,000).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

SECTION 1. Note Resolution as Contract. In consideration of the purchase and acceptance of the Note by the Registered Owners thereof, this Note Resolution shall constitute a contract between the Municipality and the Registered Owners from time to time of the Note.

SECTION 2. Amount; Purpose. The Note is hereby authorized and ordered to be prepared and issued in the principal amount of Thirty Thousand Dollars (\$30,000) to raise money for the Authorized Purpose as authorized by the Act. The Note will be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Note according to the terms thereof.

SECTION 3. (a) Payments. Payments of interest and principal on the Note shall be made to the Record Date Registered Owner thereof in lawful money of the United States of America; provided, however, that the final payment of principal shall be made only upon presentation and surrender of the Note at the principal office of the Paying Agent,

(b) Note Details. The Note shall be registered as to both principal and interest; shall be dated as of the date of delivery thereof; shall be issued in the denomination of Thirty Thousand Dollars (\$30,000); shall bear interest from the date thereof at the rate or rates hereinafter set forth, payable on April 1, 2015, and semiannually thereof on April 1 and October 1 of each year until the Note is paid in full; and shall mature and become due and payable, with option of prior payment, on October 1, in the years and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2015	5,000.00
2016	5,500.00
2017	6,000.00
2018	6,500.00
2019	7,000.00

(c) Prior Redemption. The principal payments on the Note coming due after October 1, 2015, are subject to redemption prior to their respective stated date of maturity at the option of the Municipality on and after October 1, 2015, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at par of the principal amount to be redeemed together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to the Registered Owner of the Note to be redeemed at its address as same appears on the registration books of the Municipality kept by the Paying Agent.

SECTION 4. (a) Note Registered as an Obligation. When the Note shall have been executed as herein provided, it shall be registered as an obligation of the Municipality in the office of the Clerk in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon the Note, over her signature and seal, her certificate in substantially the form set out in Section 6.

(b) Execution. The Note shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Note, other than the signature of an authorized signatory of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Note shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) Delivery; Note Transcript. The Note shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of its sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance and sale of the Note, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the Note, or accompany same.

(d) Items Filed With Paying Agent. Prior to or simultaneously with the delivery by the Paying Agent of the Note, the Municipality shall file with the Paying Agent (if other than the Clerk):

(1) a copy, certified by the Clerk, of the Note Resolution; and

(2) an authorization to the Paying Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser.

(e) Authentication. The Paying Agent shall, acting with regard to the Municipality, or its officers, employees or agents with regard to any bank, authenticate the Note and deliver it to the Purchaser thereof upon payment of the purchase price of the Note to the Municipality.

SECTION 5. (a) Designation of Paying Agent. The Paying Agent shall serve as paying agent, registrar and transfer agent for the Note.

(b) Paying Agent as Transfer Agent. So long as the Note shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Note. The Paying Agent is hereby appointed registrar for the Note, in which capacity the Paying Agent shall register the Note in such records and permit the Note to be transferred thereon, under such reasonable regulations as may be prescribed.

SECTION 6. Note Form. The Note shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Note Resolution:

[NOTE FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

OKTIBBEHA COUNTY

CITY OF STARKVILLE

GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE

SERIES 2014

NO. R-1

\$30,000

Rate of Interest

Dated Date

_____%

_____, 20__

Registered Owner:

Principal Amount:

DOLLARS

The City of Starkville in Oktibbeha County, State of Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the registered owner identified above the amounts shown below on the maturity dates set out below, and as to the last maturity hereon upon the presentation and surrender of the note at the principal office of the City Clerk, Starkville, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Public Improvement Note, Series 2014, of the Municipality (the "Note"). Payment of the principal amount of this Note shall be made to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Note, as of the 15th day of the calendar month preceding the maturity date hereof.

All terms not otherwise defined herein are used as the same are used in the resolution authorizing and directing the issuance of the Note, adopted by the Mayor and Board of Aldermen of the Municipality, on _____, 2014 (the "Note Resolution").

The Municipality further promises to pay interest on the outstanding principal amount from the date of this Note or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, payable on April 1, 2015, and semiannually thereafter on April 1 and October 1 of each year, until said principal sum is paid, to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

The principal payments on the Note coming due after October 1, 2015, are subject to redemption prior to their respective stated date of maturity at the option of the Municipality on and after October 1, 2015, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount to be redeemed together with accrued interest to the date fixed for redemption.

The Note is issued in the authorized principal amount of Thirty Thousand Dollars (\$30,000) (out of an authorized amount of \$30,000) to raise money for the purpose of constructing, improving and paving streets, roads and bridges of the Municipality, and purchasing land therefor.

The Note is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including the Note Resolution.

The Note is registered as to both principal and interest and is to be issued or reissued in the denomination of the aggregate unpaid principal of each maturity.

This Note may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the Note Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note of like aggregate principal amount will be issued.

The Municipality and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

The Note shall be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. The Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Note as the same matures and falls due.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Note Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent, acting through its officers, employees or agents.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Note, in order to make the same a legal and binding general obligation of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Note, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Municipality has caused this Note to be executed in its name by the manual or facsimile signature of the Mayor of the Municipality, countersigned by the manual or facsimile signature of the City Clerk of the Municipality, under the manual or facsimile seal of the Municipality, which said facsimile signatures said officials adopt as and for their own proper signatures, all as of the ____ day of _____, 2014.

CITY OF STARKVILLE, MISSISSIPPI

Mayor

COUNTERSIGNED:

City Clerk (SEAL)

There shall be printed on or accompany the Note a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Note is described in the within mentioned Note Resolution and is the General Obligation Public Improvement Note, Series 2014, of the City of Starkville, Mississippi.

as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

There shall be printed on or accompany the Note a registration certificate and an assignment form in substantially the following form:

REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within Note has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose.

City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)
the within Note and does hereby _____ irrevocably constitute and appoint
_____ as registrar and transfer agent to transfer the
said Note on the records kept for registration thereof with full power of substitution in the
premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment
must correspond with
the name of the registered
owner as it appears upon the face of the
within Note in every particular, without any
alteration whatever.

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

SECTION 7. Replacement of Note Certificate. In case the Note shall become mutilated or stolen, destroyed or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Note of like date, number, outstanding principal amount, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Note stolen, destroyed or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Note was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. Security for Payment. For the purpose of effectuating and providing for the payment of the principal of and interest on the Note as the same shall mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note, and taking into account any moneys on hand for such purpose. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

SECTION 9. (a) Certificate of Registration and Authentication. Only when a Note shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall it be entitled to the rights, benefits and security of this Note Resolution. No Note shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Note Resolution. The Paying Agent's certificate of registration and authentication on the Note shall be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent.

(b) Registered Owner as Owner. Except as hereinabove provided, the Person in whose name any Note shall be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Note shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

SECTION 10. (a) Transfers. Each Note shall be transferable only in the records of the Municipality, upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Note, the Municipality, acting through its Paying Agent, shall issue in the name of the transferee a new Note of the same aggregate outstanding principal amount and maturities and rate of interest as the surrendered Note.

(b) Paying Agent to Transfer in Accordance with Note Resolution. In all cases in which the privilege of transferring the Note is exercised, the Paying Agent, acting through its officers, employees or agents, shall authenticate and deliver a Note in accordance with the provisions of this Note Resolution.

(c) Expenses of Transfer. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of the Note shall be paid by the Municipality.

SECTION 11. (a) Note Fund. The Municipality shall maintain with a qualified depository thereof a Note Fund in its name for the payment of the principal of and interest on the Note, and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Note Fund as and when received:

(1) The accrued interest and premium, if any, received upon delivery of the Note;

(2) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(3) Any income received from investment of moneys in the Note Fund; and

(4) Any other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Note, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) Payments by Clerk. As long as any principal of and interest on the Note remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient moneys to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

SECTION 12. Improvement Fund. The principal proceeds received upon the sale of the Note shall be deposited with a qualified depository of the Municipality in a special improvement fund, hereby created, in the name of the Municipality and herein referred to as the "Improvement Fund." From the Improvement Fund there shall be first paid the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, sale and delivery of the Note. The balance thereof shall be held and disbursed for the Authorized Purpose, as authorized by the Act.

SECTION 13. (a) Payments of Principal. Payment of principal on the Note shall be made, upon presentation and surrender of the Note at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

(b) Payments of Interest. Payment of each installment of interest on the Note shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Note subsequent to the Record Date and prior to the due date of the interest.

(c) Method of Payment; Change of Address. Principal of and interest on the Note shall be paid by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which the Note shall be presented and surrendered for payment as provided herein) to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth (15th) day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

SECTION 14. Events of Default; Remedies. An "Event of Default" as used in this Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on the Note when such payments shall become due, (b) failure to comply with any other of the covenants of the Municipality set out in this Note Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Noteholder or (c) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws.

The Holders of the outstanding Note may, upon an Event of Default, by suit, action, mandamus or other proceedings at law or in equity take action to enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality under the provisions of the Act and this Note Resolution. The Holders of the Note may appoint a trustee with authority to represent such Noteholder in any legal proceedings for the enforcement and protection of the rights of such Noteholder under this Note Resolution.

Nothing in this Note Resolution contained shall, however, affect or impair the right of any Noteholder to enforce the payment of the principal of and interest on the Note at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on the Note at the time and place and in the manner in said Note expressed.

SECTION 15. (a) Offer for Sale as Provided in Notice. The Note shall be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, and on the date and at the hour specified and upon the terms and conditions set out in the Notice in Section 16 hereof. On or before said date and hour, such sealed bids must be filed with the Clerk at the place specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Note at a private sale at any time within sixty (60) days after the date advertised for the receipt of bids, at a price not less than the highest bid which shall have been received at the advertised sale.

(b) Interest Rate Limit; Requirements of Act. In no event shall the Note be issued at a rate of interest in excess of that allowed in the Notice and the Note shall in all other respects comply with the requirements of the Act.

SECTION 16. Notice: Publication and Form. As required by Section 31-19-25, Mississippi Code of 1972, the Clerk is hereby authorized and directed to give the Notice by publishing an advertisement at least two (2) times in the Oktribeha County Appeal, a newspaper published in and of general circulation in Oktribeha County, Mississippi, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form:

NOTICE OF NOTE SALE
\$30,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE, SERIES 2014
OF THE
CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive sealed bids in its regular meeting place in the Town Hall of the Municipality until the hour of 4:30 o'clock p.m. on October 7, 2014, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of a Thirty Thousand Dollars (\$30,000) General Obligation Public Improvement Note, Series 2014, of the Municipality (the "Note"). The City Clerk of the Municipality will act on behalf of the Governing Body to receive such bids at the aforesaid date, time and place.

THE NOTE: The Note will be dated and bear interest from the date of delivery thereof; will be delivered in definitive form as a registered Note; will be in the denomination of \$30,000; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, payable on April 1, 2015, and semiannually thereafter on April 1 and October 1 of each year, at the rate offered by the successful bidder in its bid in accordance with this Notice of Note Sale.

MATURITIES: The Note will mature serially, with option of prior payment, on October 1 in each of the years and in the amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2015	5,000.00
2016	5,500.00
2017	6,000.00
2018	6,500.00
2019	7,000.00

REDEMPTION: The principal payments on the Note coming due after October 1, 2015, are subject to redemption prior to their respective stated date of maturity at the option of the Municipality on and after October 1, 2015, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on principal payments on the Note which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

AUTHORITY AND SECURITY: The Note will be issued pursuant to the authority of Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended (the "Act"). The Note shall be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Note as the same falls due.

PURPOSE: The Note is being issued to provide funds for constructing, improving and paving streets, roads and bridges of the Municipality, and purchasing land therefor.

FORM OF BIDS: Bids should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Bid for General Obligation Public Improvement Note, Series 2014, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form prepared by the Municipality, copies of which may be obtained from the City Clerk of the Municipality at the address shown below.

INTEREST RATE AND BID RESTRICTIONS: The Note shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, nor shall the interest rate for any one maturity exceed eleven percent (11%) per annum. The Note shall not bear more than one (1) rate of interest; and shall bear interest from its date to its stated maturity date at the interest rate specified in the bid. The interest rate specified in any bid must be a multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%).

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of Six Hundred Dollars (\$600) as a guaranty that the bidder will carry out its contract and purchase the Note if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Note. If the successful bidder fails to purchase the Note pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

AWARD OF NOTE: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Note at the lowest net interest cost to the Municipality, which shall be determined by computing the aggregate interest on the Note over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for four (4) hours after the time specified for the opening of bids, and an award of the Note, or rejection of bids, will be made by the Governing Body within said period of time. For purpose of determining the net average interest rate applicable to any bid, the date of the Note will be assumed to be October 21, 2014.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Note if the Note is not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Note if within five (5) days after the tender of the Note for delivery the successful bidder shall not have accepted delivery of and paid for the Note, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

NOTE AS QUALIFIED TAX-EXEMPT OBLIGATION: The Municipality will designate the Note as a qualified tax-exempt obligations within the meaning and for purposes of Section 265(b)(3) of the Code.

REQUIRED REPRESENTATIONS FROM PURCHASER: It shall be a condition of the obligation of the Municipality to deliver the Note that contemporaneously with or prior to delivering the Note to the Municipality shall receive from the successful bidder (if the Note is to be placed with qualified buyers, then from such qualified buyers) a letter in form and substance satisfactory to the Municipality to the effect that:

- (a) The successful bidder is purchasing the Note for its own account for the purpose of investment and not with a view toward distribution or resale;
- (b) Said bidder has such knowledge and experience in financial matters that it is capable of evaluating the merits and risks of purchasing the Note;
- (c) Said bidder has read and fully understands the Note Resolution under which the Note is issued;
- (d) Said bidder has had an opportunity to obtain, and it has received from the Municipality all other information and material which it regards as necessary to evaluate the merits and risks of its investments;
- (e) Said bidder recognizes that in this transaction neither Mitchell McNutt & Sams, P.A. nor Jones Walker L.L.P., are responsible for any information contained in or omitted from materials regarding the Municipality and it acknowledges that it does not look to them to obtain such information on its behalf; and

(f) While it has no present intention to resell or otherwise dispose of the Note purchased by it, said bidder assumes the responsibility for disclosing all material information in compliance with all applicable federal and Mississippi securities laws in the event of the resale of the Note.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on September 2, 2014.

City Clerk

SECTION 17. Proof of Publication. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

SECTION 18. Modification or Amendment. (a) No material modification or amendment of this Note Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holder of the Note.

(b) The foregoing shall not be construed to prohibit supplemental amendments of this Note Resolution without the consent of Noteholder for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in this Note Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in this Note Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under this Note Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of this Note Resolution or any supplemental resolution and do not adversely affect the interests of the Holder of the Note; or

(3) to subject to the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, this Note Resolution may be amended by resolution of the Municipality prior to the delivery of the Note with the consent of the Purchaser.

SECTION 19. Repealer; Effective Date. All orders, resolutions or proceedings of this Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Note Resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing resolution Alderman _____ moved and Alderman _____ seconded the motion for its adoption. The matter was then put to a roll call vote, and the result was as follows:

Alderman Ben Carver	voted: _____
Alderman Lisa Wynn	voted: _____
Alderman David Little	voted: _____
Alderman Jason Walker	voted: _____
Alderman Scott Maynard	voted: _____
Alderman Roy A. Perkins	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

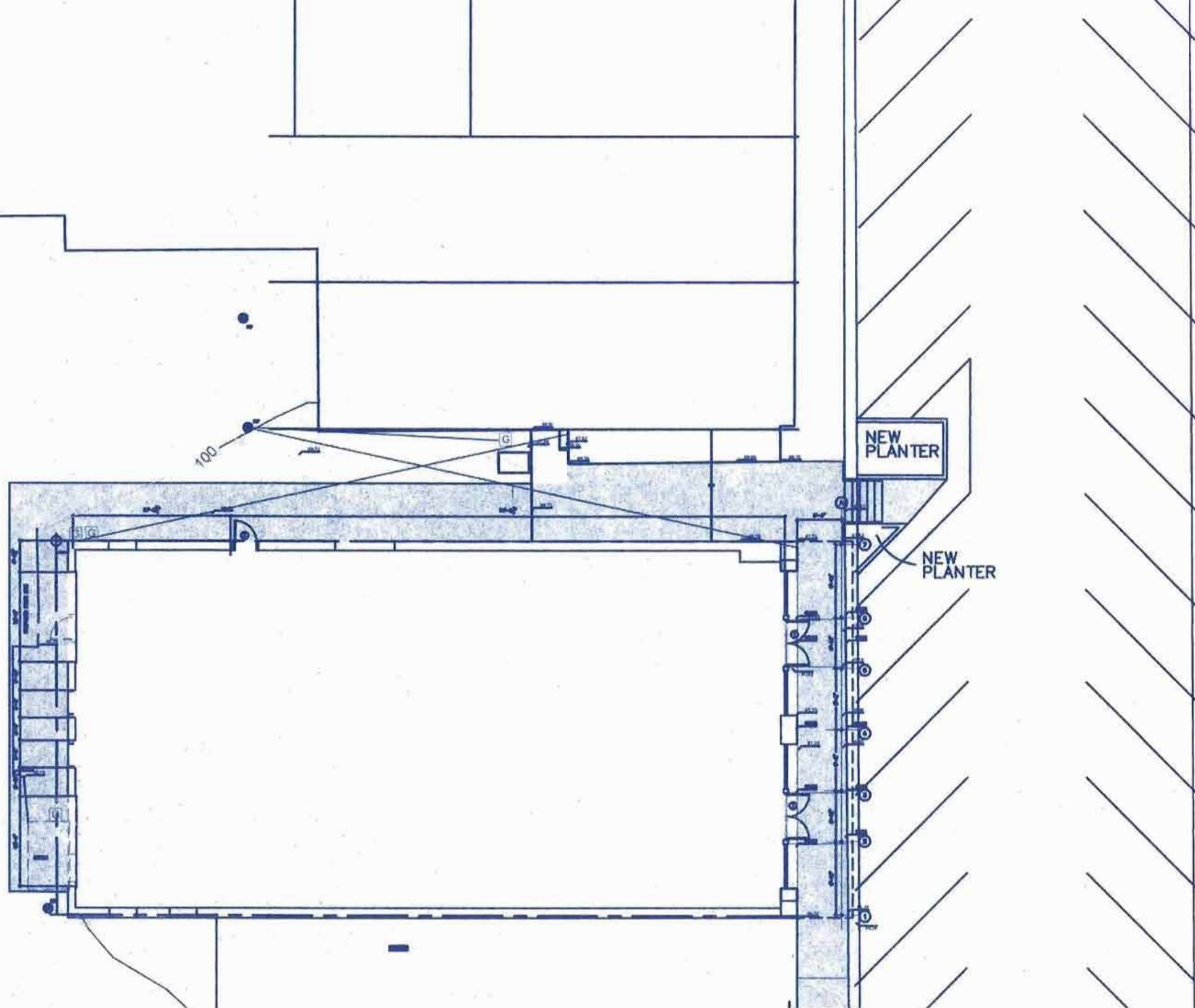
The motion having received the affirmative vote of a majority of the members of the Governing Body present, the Mayor declared the motion carried and the resolution adopted on this the 2nd day of September, 2014.

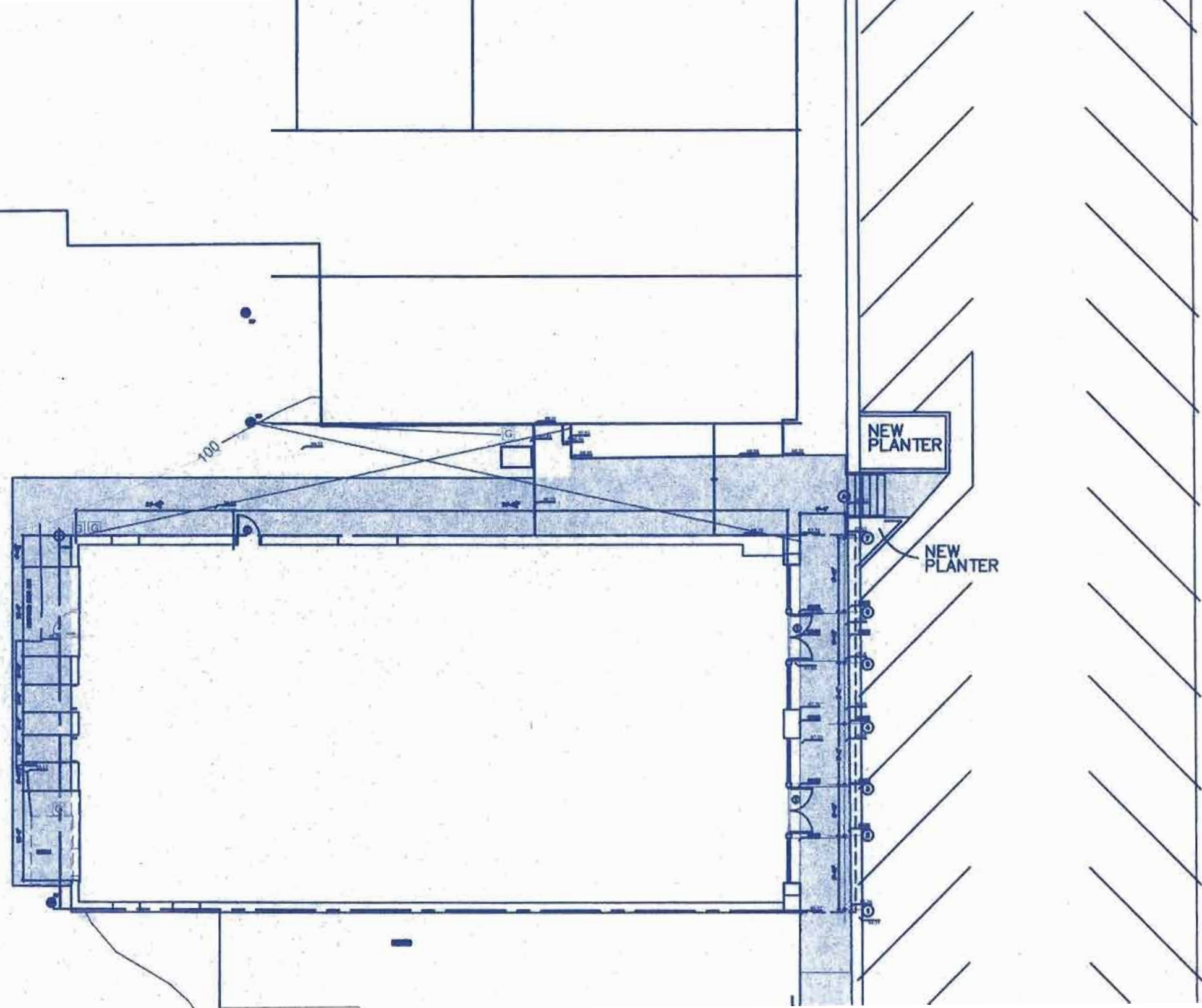
CITY OF STARKVILLE, MISSISSIPPI

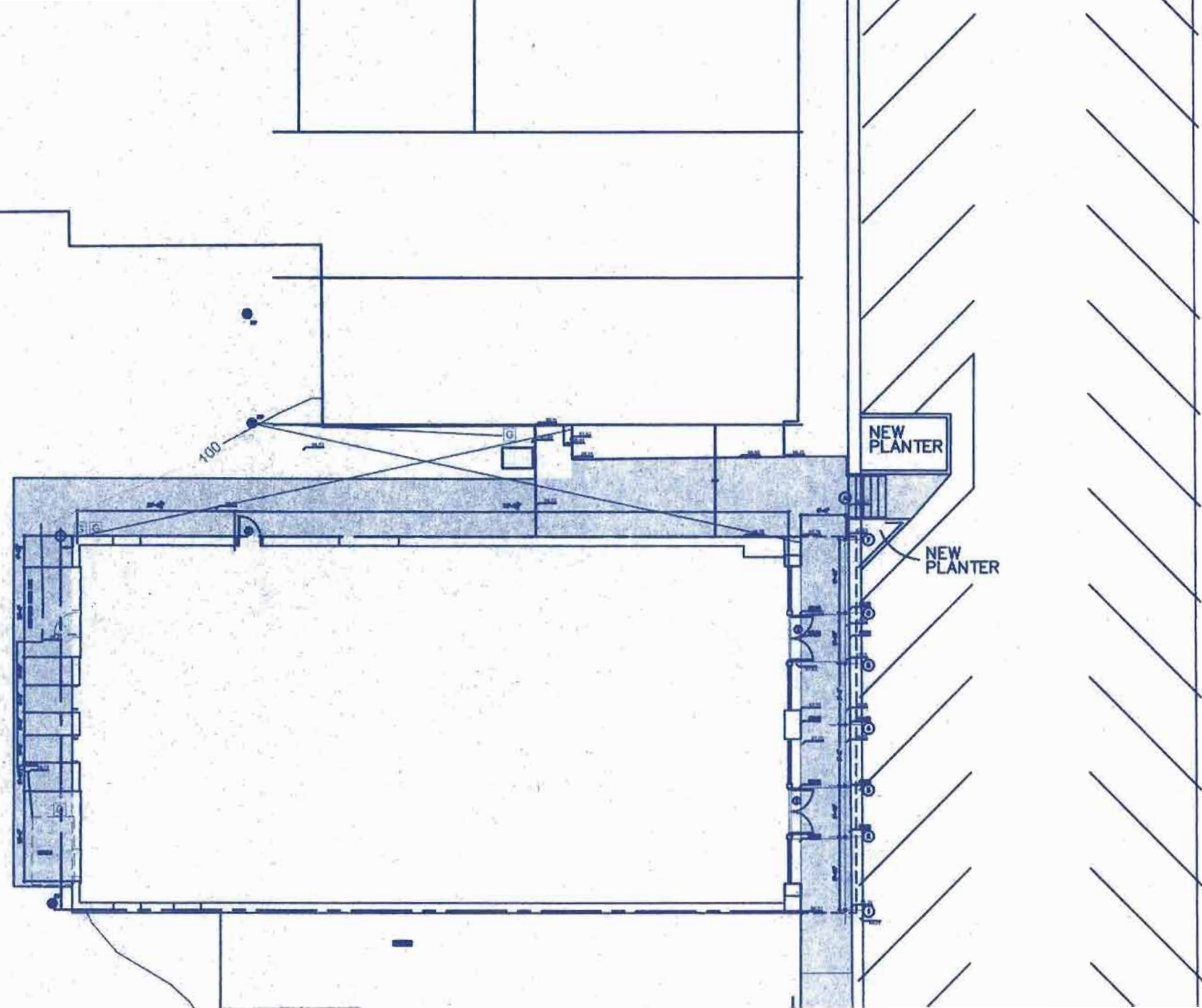
Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk







RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE, SERIES 2014, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF THIRTY THOUSAND DOLLARS (\$30,000) TO RAISE MONEY FOR THE PURPOSE OF CONSTRUCTING, IMPROVING AND PAVING STREETS, ROADS AND BRIDGES OF THE MUNICIPALITY, AND PURCHASING LAND THEREFOR; PRESCRIBING THE FORM AND INCIDENTS OF SAID NOTE; PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT THEREOF; PROVIDING FOR THE SALE OF SAID NOTE; AND MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE NOTE.

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the “Governing Body” of the “Municipality”), acting for and on behalf of the said City of Starkville, Mississippi, hereby finds, determines, adjudicates and declares as follows:

1. (a) Definitions. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended.

"Authorized Purpose" shall mean constructing, improving and paving streets, roads and bridges of the Municipality, and purchasing land therefor.

"Business Day" shall mean a day of the year on which banks located in the Town in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

"Clerk" shall mean the City Clerk of the Municipality.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented or superseded.

"Event of Default" shall mean an event of default as described in Section 14 of this Note Resolution.

"Governing Body" shall mean the Mayor and Board of Aldermen of the Municipality.

"Improvement Fund" shall mean the Improvement Fund of the Municipality provided for in Section 12 hereof.

"Mayor" shall mean the Mayor of the Municipality.

"Municipality" shall mean the City of Starkville, Mississippi.

"Note Fund" shall mean the fund of the Municipality provided for in Section 11 hereof.

"Note" shall mean the General Obligation Public Improvement Note, Series 2014, of the Municipality authorized and directed to be issued in this Note Resolution.

"Note Resolution" shall mean this resolution.

"Noteholder" or "Holder" shall mean the Registered Owner of the Note issued pursuant to this Note Resolution.

"Notice" shall mean the Notice of Note Sale set out in Section 16 hereof.

"Paying Agent" shall mean any bank, trust company or other institution, or the Clerk, hereafter designated by the Governing Body to make payments of the principal of and interest on the Note, and to serve as registrar and transfer agent for the registration of owners of the Note, and for the performance of other duties as may be herein or hereafter specified by the Governing Body. The initial Paying Agent shall be the City Clerk.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Purchaser" shall mean the successful bidder for the Note.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Note and, as to payments of principal, the 15th day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon redemption prior to maturity.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the Municipality maintained by the Paying Agent.

Number and Gender: Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The Governing Body, acting for and on behalf of the Municipality, is authorized by the Act to borrow money and to issue its Note in evidence thereof without an election or any other notice as to the issuance thereof to accomplish any purpose for which the Governing Body is otherwise authorized by law to issue bonds or notes, provided that the total outstanding indebtedness incurred by the Governing Body pursuant to Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, shall not exceed the greater of one percent (1%) of the assessed value of all taxable property located within the Municipality according to the last completed assessment for taxation or \$250,000 at any one time. There is currently no outstanding indebtedness issued pursuant to the Act. One percent (1.0%) of the assessed value of all taxable property located within the Municipality according to the last completed assessment for taxation is Two Million One Hundred Thirty-eight Thousand Five Hundred Eighty-Four Dollars (\$2,138,584). Therefore, the Municipality is now authorized to issue its note or notes pursuant to the Act in the principal amount of Thirty Thousand Dollars (\$30,000). The Governing Body is authorized to issue the Note for the purpose and in the amount herein set forth, registered as to principal and interest in the form and manner hereinafter provided for by the Act.

3. The assessed value of taxable property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Thirteen Million, Eight Hundred Fifty-eight Thousand Four Hundred Fourteen Dollars (\$213,858,414); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of Eight Million Three Hundred Ninety Thousand Dollars (\$8,390,000) and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, in the amount of Twelve Million Five Hundred Thirty Thousand Dollars (\$12,530,000); the issuance of the Note, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

4. The Municipality reasonably expects that it will incur expenditures for the Authorized Purpose prior to the issuance of the Note, and that it should declare its official intent to reimburse such expenditures with the proceeds of the Note upon the issuance thereof.

5. It has now become necessary to make provisions for the preparation, execution, issuance and sale of a general obligation note in the principal amount of Thirty Thousand Dollars (\$30,000).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

SECTION 1. Note Resolution as Contract. In consideration of the purchase and acceptance of the Note by the Registered Owners thereof, this Note Resolution shall constitute a contract between the Municipality and the Registered Owners from time to time of the Note.

SECTION 2. Amount; Purpose. The Note is hereby authorized and ordered to be prepared and issued in the principal amount of Thirty Thousand Dollars (\$30,000) to raise money for the Authorized Purpose as authorized by the Act. The Note will be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Note according to the terms thereof.

SECTION 3. (a) Payments. Payments of interest and principal on the Note shall be made to the Record Date Registered Owner thereof in lawful money of the United States of America; provided, however, that the final payment of principal shall be made only upon presentation and surrender of the Note at the principal office of the Paying Agent,

(b) Note Details. The Note shall be registered as to both principal and interest; shall be dated as of the date of delivery thereof; shall be issued in the denomination of Thirty Thousand Dollars (\$30,000); shall bear interest from the date thereof at the rate or rates hereinafter set forth, payable on April 1, 2015, and semiannually thereof on April 1 and October 1 of each year until the Note is paid in full; and shall mature and become due and payable, with option of prior payment, on October 1, in the years and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2015	5,000.00
2016	5,500.00
2017	6,000.00
2018	6,500.00
2019	7,000.00

(c) Prior Redemption. The principal payments on the Note coming due after October 1, 2015, are subject to redemption prior to their respective stated date of maturity at the option of the Municipality on and after October 1, 2015, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at par of the principal amount to be redeemed together with accrued interest to the date fixed for redemption. Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to the Registered Owner of the Note to be redeemed at its address as same appears on the registration books of the Municipality kept by the Paying Agent.

SECTION 4. (a) Note Registered as an Obligation. When the Note shall have been executed as herein provided, it shall be registered as an obligation of the Municipality in the office of the Clerk in a book maintained for that purpose, and the Clerk shall cause to be imprinted upon the Note, over her signature and seal, her certificate in substantially the form set out in Section 6.

(b) Execution. The Note shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Note, other than the signature of an authorized signatory of the Paying Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the Municipality whose signature or a facsimile of whose signature shall appear on the Note shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) Delivery; Note Transcript. The Note shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of its sale and award, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance and sale of the Note, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the Note, or accompany same.

(d) Items Filed With Paying Agent. Prior to or simultaneously with the delivery by the Paying Agent of the Note, the Municipality shall file with the Paying Agent (if other than the Clerk):

- (1) a copy, certified by the Clerk, of the Note Resolution; and
- (2) an authorization to the Paying Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser.

(e) Authentication. The Paying Agent shall, acting with regard to the Municipality, or its officers, employees or agents with regard to any bank, authenticate the Note and deliver it to the Purchaser thereof upon payment of the purchase price of the Note to the Municipality.

SECTION 5. (a) Designation of Paying Agent. The Paying Agent shall serve as paying agent, registrar and transfer agent for the Note.

(b) Paying Agent as Transfer Agent. So long as the Note shall remain outstanding, the Municipality shall maintain with the Paying Agent records for the registration and transfer of the Note. The Paying Agent is hereby appointed registrar for the Note, in which capacity the Paying Agent shall register the Note in such records and permit the Note to be transferred thereon, under such reasonable regulations as may be prescribed.

SECTION 6. Note Form. The Note shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Note Resolution:

[NOTE FORM]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

OKTIBBEHA COUNTY

CITY OF STARKVILLE

GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE

SERIES 2014

NO. R-1

\$30,000

Rate of Interest

Dated Date

_____%

_____, 20__

Registered Owner:

Principal Amount:

DOLLARS

The City of Starkville in Oktibbeha County, State of Mississippi (the "Municipality"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the registered owner identified above the amounts shown below on the maturity dates set out below, and as to the last maturity hereon upon the presentation and surrender of the note at the principal office of the City Clerk, Starkville, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Public Improvement Note, Series 2014, of the Municipality (the "Note"). Payment of the principal amount of this Note shall be made to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Note, as of the 15th day of the calendar month preceding the maturity date hereof.

All terms not otherwise defined herein are used as the same are used in the resolution authorizing and directing the issuance of the Note, adopted by the Mayor and Board of Aldermen of the Municipality, on _____, 2014 (the "Note Resolution").

The Municipality further promises to pay interest on the outstanding principal amount from the date of this Note or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, payable on April 1, 2015, and semiannually thereafter on April 1 and October 1 of each year, until said principal sum is paid, to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the 15th day of the calendar month preceding the applicable interest payment date.

The principal payments on the Note coming due after October 1, 2015, are subject to redemption prior to their respective stated date of maturity at the option of the Municipality on and after October 1, 2015, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount to be redeemed together with accrued interest to the date fixed for redemption.

The Note is issued in the authorized principal amount of Thirty Thousand Dollars (\$30,000) (out of an authorized amount of \$30,000) to raise money for the purpose of constructing, improving and paving streets, roads and bridges of the Municipality, and purchasing land therefor.

The Note is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including the Note Resolution.

The Note is registered as to both principal and interest and is to be issued or reissued in the denomination of the aggregate unpaid principal of each maturity.

This Note may be transferred or exchanged by the registered owner hereof in person or by his attorney duly authorized in writing at the principal office of the Paying Agent, but only in the manner provided by and subject to the limitations in the Note Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new Note of like aggregate principal amount will be issued.

The Municipality and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

The Note shall be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon all the taxable property within the geographical limits of the Municipality. The Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Note as the same matures and falls due.

This Note shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Note Resolution until the certificate of registration and authentication hereon shall have been signed by the Paying Agent, acting through its officers, employees or agents.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Note, in order to make the same a legal and binding general obligation of the Municipality, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Note, both principal and interest, the full faith and credit of the Municipality are hereby irrevocably pledged.

IN WITNESS WHEREOF, the Municipality has caused this Note to be executed in its name by the manual or facsimile signature of the Mayor of the Municipality, countersigned by the manual or facsimile signature of the City Clerk of the Municipality, under the manual or facsimile seal of the Municipality, which said facsimile signatures said officials adopt as and for their own proper signatures, all as of the ____ day of _____, 2014.

CITY OF STARKVILLE, MISSISSIPPI

Mayor

COUNTERSIGNED:

City Clerk (SEAL)

There shall be printed on or accompany the Note a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Note is described in the within mentioned Note Resolution and is the General Obligation Public Improvement Note, Series 2014, of the City of Starkville, Mississippi.

as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

There shall be printed on or accompany the Note a registration certificate and an assignment form in substantially the following form:

REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

I, the undersigned City Clerk of the City of Starkville, Mississippi, do hereby certify that the within Note has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose.

City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)
the within Note and does hereby _____ irrevocably constitute and appoint
_____ as registrar and transfer agent to transfer the
said Note on the records kept for registration thereof with full power of substitution in the
premises.

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment
must correspond with
the name of the registered
owner as it appears upon the face of the
within Note in every particular, without any
alteration whatever.

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

SECTION 7. Replacement of Note Certificate. In case the Note shall become mutilated or stolen, destroyed or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Note of like date, number, outstanding principal amount, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Note, or in lieu of and in substitution for such Note stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Note stolen, destroyed or lost, his filing with the Municipality or Paying Agent evidence satisfactory to them that such Note was stolen, destroyed or lost, and of his ownership thereof, and furnishing the Municipality or Paying Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 8. Security for Payment. For the purpose of effectuating and providing for the payment of the principal of and interest on the Note as the same shall mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note, and taking into account any moneys on hand for such purpose. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the Municipality are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

SECTION 9. (a) Certificate of Registration and Authentication. Only when a Note shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Paying Agent, shall it be entitled to the rights, benefits and security of this Note Resolution. No Note shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Paying Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Note Resolution. The Paying Agent's certificate of registration and authentication on the Note shall be deemed to have been duly executed if signed by an authorized signatory of the Paying Agent.

(b) Registered Owner as Owner. Except as hereinabove provided, the Person in whose name any Note shall be registered in the records of the Municipality maintained by the Paying Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Note shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

SECTION 10. (a) Transfers. Each Note shall be transferable only in the records of the Municipality, upon surrender thereof at the office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Note, the Municipality, acting through its Paying Agent, shall issue in the name of the transferee a new Note of the same aggregate outstanding principal amount and maturities and rate of interest as the surrendered Note.

(b) Paying Agent to Transfer in Accordance with Note Resolution. In all cases in which the privilege of transferring the Note is exercised, the Paying Agent, acting through its officers, employees or agents, shall authenticate and deliver a Note in accordance with the provisions of this Note Resolution.

(c) Expenses of Transfer. The Municipality or the Paying Agent may require payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer of the Note. All other expenses incurred by the Municipality or the Paying Agent in connection with any transfer of the Note shall be paid by the Municipality.

SECTION 11. (a) Note Fund. The Municipality shall maintain with a qualified depository thereof a Note Fund in its name for the payment of the principal of and interest on the Note, and the payment of Paying Agents' fees in connection therewith. There shall be deposited into the Note Fund as and when received:

(1) The accrued interest and premium, if any, received upon delivery of the Note;

(2) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(3) Any income received from investment of moneys in the Note Fund; and

(4) Any other funds available to the Municipality which may be lawfully used for payment of the principal of and interest on the Note, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) Payments by Clerk. As long as any principal of and interest on the Note remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient moneys to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent prior to the date on which said interest or principal and interest shall become due, and in accordance with any statutory requirements.

SECTION 12. Improvement Fund. The principal proceeds received upon the sale of the Note shall be deposited with a qualified depository of the Municipality in a special improvement fund, hereby created, in the name of the Municipality and herein referred to as the "Improvement Fund." From the Improvement Fund there shall be first paid the costs, fees and expenses incurred by the Municipality in connection with the authorization, issuance, sale and delivery of the Note. The balance thereof shall be held and disbursed for the Authorized Purpose, as authorized by the Act.

SECTION 13. (a) Payments of Principal. Payment of principal on the Note shall be made, upon presentation and surrender of the Note at the principal office of the Paying Agent, to the Record Date Registered Owner thereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the Record Date.

(b) Payments of Interest. Payment of each installment of interest on the Note shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Note subsequent to the Record Date and prior to the due date of the interest.

(c) Method of Payment; Change of Address. Principal of and interest on the Note shall be paid by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which the Note shall be presented and surrendered for payment as provided herein) to Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth (15th) day of the calendar month preceding the applicable principal or interest payment date to be effective as of such date.

SECTION 14. Events of Default; Remedies. An "Event of Default" as used in this Resolution shall mean any of the following: (a) failure to pay the principal of, premium, if any, or interest on the Note when such payments shall become due, (b) failure to comply with any other of the covenants of the Municipality set out in this Note Resolution and the continuation thereof for thirty (30) days after written notice specifying such failure shall have been given to the Municipality by any Noteholder or (c) filing by the Municipality of a petition under federal bankruptcy laws or a petition seeking composition of indebtedness under any other applicable federal or state laws.

The Holders of the outstanding Note may, upon an Event of Default, by suit, action, mandamus or other proceedings at law or in equity take action to enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality under the provisions of the Act and this Note Resolution. The Holders of the Note may appoint a trustee with authority to represent such Noteholder in any legal proceedings for the enforcement and protection of the rights of such Noteholder under this Note Resolution.

Nothing in this Note Resolution contained shall, however, affect or impair the right of any Noteholder to enforce the payment of the principal of and interest on the Note at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on the Note at the time and place and in the manner in said Note expressed.

SECTION 15. (a) Offer for Sale as Provided in Notice. The Note shall be offered for sale on sealed bids at a meeting of the Governing Body to be held at the place, and on the date and at the hour specified and upon the terms and conditions set out in the Notice in Section 16 hereof. On or before said date and hour, such sealed bids must be filed with the Clerk at the place specified in the Notice. The Governing Body reserves the right to reject any and all bids submitted, and if all bids are rejected, to sell the Note at a private sale at any time within sixty (60) days after the date advertised for the receipt of bids, at a price not less than the highest bid which shall have been received at the advertised sale.

(b) Interest Rate Limit; Requirements of Act. In no event shall the Note be issued at a rate of interest in excess of that allowed in the Notice and the Note shall in all other respects comply with the requirements of the Act.

SECTION 16. Notice: Publication and Form. As required by Section 31-19-25, Mississippi Code of 1972, the Clerk is hereby authorized and directed to give the Notice by publishing an advertisement at least two (2) times in the Oktribeha County Appeal, a newspaper published in and of general circulation in Oktribeha County, Mississippi, the first publication thereof to be made at least ten (10) days preceding the date fixed herein for the receipt of bids. The Notice shall be in substantially the following form:

NOTICE OF NOTE SALE
\$30,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT NOTE, SERIES 2014
OF THE
CITY OF STARKVILLE, MISSISSIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive sealed bids in its regular meeting place in the Town Hall of the Municipality until the hour of 4:30 o'clock p.m. on October 7, 2014, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of a Thirty Thousand Dollars (\$30,000) General Obligation Public Improvement Note, Series 2014, of the Municipality (the "Note"). The City Clerk of the Municipality will act on behalf of the Governing Body to receive such bids at the aforesaid date, time and place.

THE NOTE: The Note will be dated and bear interest from the date of delivery thereof; will be delivered in definitive form as a registered Note; will be in the denomination of \$30,000; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest, payable on April 1, 2015, and semiannually thereafter on April 1 and October 1 of each year, at the rate offered by the successful bidder in its bid in accordance with this Notice of Note Sale.

MATURITIES: The Note will mature serially, with option of prior payment, on October 1 in each of the years and in the amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2015	5,000.00
2016	5,500.00
2017	6,000.00
2018	6,500.00
2019	7,000.00

REDEMPTION: The principal payments on the Note coming due after October 1, 2015, are subject to redemption prior to their respective stated date of maturity at the option of the Municipality on and after October 1, 2015, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Interest shall cease to accrue on principal payments on the Note which are duly called for redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

AUTHORITY AND SECURITY: The Note will be issued pursuant to the authority of Sections 17-21-51 through 17-21-55, Mississippi Code of 1972, as amended (the "Act"). The Note shall be a general obligation of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Note as the same falls due.

PURPOSE: The Note is being issued to provide funds for constructing, improving and paving streets, roads and bridges of the Municipality, and purchasing land therefor.

FORM OF BIDS: Bids should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Bid for General Obligation Public Improvement Note, Series 2014, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form prepared by the Municipality, copies of which may be obtained from the City Clerk of the Municipality at the address shown below.

INTEREST RATE AND BID RESTRICTIONS: The Note shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, nor shall the interest rate for any one maturity exceed eleven percent (11%) per annum. The Note shall not bear more than one (1) rate of interest; and shall bear interest from its date to its stated maturity date at the interest rate specified in the bid. The interest rate specified in any bid must be a multiple of one-eighth of one percent (1/8 of 1%) or one-tenth of one percent (1/10 of 1%).

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of Six Hundred Dollars (\$600) as a guaranty that the bidder will carry out its contract and purchase the Note if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Note. If the successful bidder fails to purchase the Note pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

AWARD OF NOTE: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Note at the lowest net interest cost to the Municipality, which shall be determined by computing the aggregate interest on the Note over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for four (4) hours after the time specified for the opening of bids, and an award of the Note, or rejection of bids, will be made by the Governing Body within said period of time. For purpose of determining the net average interest rate applicable to any bid, the date of the Note will be assumed to be October 21, 2014.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Note if the Note is not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Note if within five (5) days after the tender of the Note for delivery the successful bidder shall not have accepted delivery of and paid for the Note, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

NOTE AS QUALIFIED TAX-EXEMPT OBLIGATION: The Municipality will designate the Note as a qualified tax-exempt obligations within the meaning and for purposes of Section 265(b)(3) of the Code.

REQUIRED REPRESENTATIONS FROM PURCHASER: It shall be a condition of the obligation of the Municipality to deliver the Note that contemporaneously with or prior to delivering the Note to the Municipality shall receive from the successful bidder (if the Note is to be placed with qualified buyers, then from such qualified buyers) a letter in form and substance satisfactory to the Municipality to the effect that:

- (a) The successful bidder is purchasing the Note for its own account for the purpose of investment and not with a view toward distribution or resale;
- (b) Said bidder has such knowledge and experience in financial matters that it is capable of evaluating the merits and risks of purchasing the Note;
- (c) Said bidder has read and fully understands the Note Resolution under which the Note is issued;
- (d) Said bidder has had an opportunity to obtain, and it has received from the Municipality all other information and material which it regards as necessary to evaluate the merits and risks of its investments;
- (e) Said bidder recognizes that in this transaction neither Mitchell McNutt & Sams, P.A. nor Jones Walker L.L.P., are responsible for any information contained in or omitted from materials regarding the Municipality and it acknowledges that it does not look to them to obtain such information on its behalf; and

(f) While it has no present intention to resell or otherwise dispose of the Note purchased by it, said bidder assumes the responsibility for disclosing all material information in compliance with all applicable federal and Mississippi securities laws in the event of the resale of the Note.

By order of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, on September 2, 2014.

City Clerk

SECTION 17. Proof of Publication. The Clerk shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date aforesaid.

SECTION 18. Modification or Amendment. (a) No material modification or amendment of this Note Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holder of the Note.

(b) The foregoing shall not be construed to prohibit supplemental amendments of this Note Resolution without the consent of Noteholder for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in this Note Resolution;

(2) to cure any ambiguity or to cure, correct or supplement any defect or inconsistent provision contained in this Note Resolution or in any supplemental resolution or to make any provisions with respect to matters arising under this Note Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of this Note Resolution or any supplemental resolution and do not adversely affect the interests of the Holder of the Note; or

(3) to subject to the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, this Note Resolution may be amended by resolution of the Municipality prior to the delivery of the Note with the consent of the Purchaser.

SECTION 19. Repealer; Effective Date. All orders, resolutions or proceedings of this Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Note Resolution shall become effective upon the adoption hereof.

Following the reading of the foregoing resolution Alderman _____ moved and Alderman _____ seconded the motion for its adoption. The matter was then put to a roll call vote, and the result was as follows:

Alderman Ben Carver	voted: _____
Alderman Lisa Wynn	voted: _____
Alderman David Little	voted: _____
Alderman Jason Walker	voted: _____
Alderman Scott Maynard	voted: _____
Alderman Roy A. Perkins	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, the Mayor declared the motion carried and the resolution adopted on this the 2nd day of September, 2014.

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X. A.
AGENDA DATE: 10-07-2014
PAGE: 1**

SUBJECT:

CONSIDERATION AND APPROVAL OF REVISIONS TO THE CITY'S TRAVEL POLICY REGARDING OUT OF STATE TRAVEL.

**REQUESTING
DEPARTMENT: Board of Aldermen**

**DIRECTOR'S
AUTHORIZATION: Vice Mayor Roy A'. Perkins**

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-07-2014
PAGE: 1

SUBJECT: CONSIDERATION OF MAKING APPOINTMENT TO OKTIBBEHA COUNTY HERITAGE MUSEUM COMMITTEE, LIBRARY BOARD OF TRUSTEES AND TREE ADVISORY BOARD.

AMOUNT & SOURCE OF FUNDING: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Taylor Adams, 323-2525 ext.101 or
Lesa Hardin, 323-2525 ext.117

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: VARIOUS

AUTHORIZATION HISTORY: The positions have been advertised and letters of interest are attached.

SUGGESTED MOTION: MOVE APPROVAL OF THE REAPPOINTMENT OF NANCY WALSH TO THE LIBRARY BOARD FOR A FOUR YEAR TERM ENDING 9/30/19, APPOINTMENT OF RAY SLAUGHTER TO THE HERITAGE MUSEUM COMMITTEE (IN PLACE OF BILLY POE WHO IS NOT SEEKING REAPPOINTMENT) FOR A THREE YEAR TERM ENDING 9/30/17, AND THE REAPPOINTMENT OF KRIS GODWIN TO THE TREE ADVISORY BOARD FOR A FOUR YEAR TERM ENDING 5/1/18.

September 3, 2014

Mr. Parker Wiseman
Mayor
City of Starkville
Starkville, MS 39759

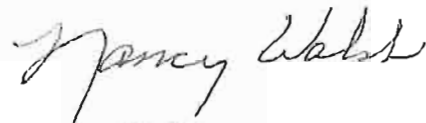
Re: Starkville - Oktibbeha County Library

Mayor Wiseman:

I have enjoyed serving on the Starkville - Oktibbeha County Library Board of Trustees for the last year and a half as I filled an unexpired term on the board. I would like to serve for a full term on the board beginning this fall.

Please submit my application for this position to the Board of Aldermen at the appropriate meeting. I appreciate consideration of my application to continue to serve in this capacity.

Sincerely,

A handwritten signature in cursive script, appearing to read "Nancy Walsh".

Nancy Walsh
105 N Rosebud Lane
Starkville, MS 39759

Lesa Hardin

From: Taylor Adams <t.adams@cityofstarkville.org>
Sent: Wednesday, July 09, 2014 1:25 PM
To: l.hardin@cityofstarkville.org
Subject: FW: Oktibbeha County Heritage Museum

Follow Up Flag: Follow up
Flag Status: Flagged

Lesa,
See following.
Thanks,
Taylor

From: Ray Slaughter [mailto:rayds@ms.metrocast.net]
Sent: Wednesday, July 09, 2014 10:08 AM
To: t.adams@cityofstarkville.org
Subject: Oktibbeha County Heritage Museum

Taylor,
I am writing to express my interest in the Oktibbeha County Heritage Museum. The museum has been a subject of interest to me for some time, and I have been approached by members of the present board to become a board member, with city approval, at the expiration of the term of several board members at the end of September 2014.
If there is a city form to request appointment to the board, please let me know if that is a requirement.

Warmest regards,

Ray Slaughter

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2013.0.3485 / Virus Database: 3955/7818 - Release Date: 07/08/14

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2013.0.3485 / Virus Database: 3955/7823 - Release Date: 07/09/14

Lesa Hardin

From: Buddy Sanders <b.sanders@cityofstarkville.org>
Sent: Friday, September 05, 2014 11:56 AM
To: l.hardin@cityofstarkville.org; 'Jason Walker'
Subject: FW: Starkville Tree Advisory Board

FYI

From: Godwin, Kristina C - APHIS [mailto:Kris.Godwin@aphis.usda.gov]
Sent: Friday, September 05, 2014 10:31 AM
To: 'b.sanders@cityofstarkville.org'
Subject: Re: Starkville Tree Advisory Board

Hi Buddy,

I'm willing to continue. Thank you for asking me to do so!
Sent from Kris Godwin's Blackberry

From: Buddy Sanders [mailto:b.sanders@cityofstarkville.org]
Sent: Friday, September 05, 2014 10:15 AM
To: 'John Cartwright' <johnc@nqi.msstate.edu>; Godwin, Kristina C - APHIS
Cc: l.hardin@cityofstarkville.org <l.hardin@cityofstarkville.org>; w.green@cityofstarkville.org <w.green@cityofstarkville.org>; 'Jason Walker' <walker4ward4alderman@gmail.com>
Subject: Starkville Tree Advisory Board

John and Kris,

I hope all is going well for you today.

Thank you for serving on the Tree Advisory Board and for your service to the City of Starkville. The Clerk's office is updating our records and advertising for opening with various Boards and Commissions. The City values your experience and knowledge and would like for you to continue to serve on the Tree Advisory Board.

The City needs a response if you would like to continue to serve on the Tree Advisory Board. A reply to this e-mail will suffice.

Thank you,

Buddy

Buddy Sanders, Community Development Director
City of Starkville
101 East Lampkin Street
Starkville, MS 39759

Voice: (662) 323-2525, Ext. 119
Cell: (662) 769-7577
Fax: (662) 323-4143



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1

SUBJECT: Application Preparation of \$400,000 CAP Loan

AMOUNT & SOURCE OF FUNDING - \$400,000; Mississippi Capital Improvements Revolving Loan Program (CAP)

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Mayor and Board of Aldermen

DIRECTOR'S
AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT:

Phylis Benson (662) 320-2007 or
Spencer Brooks at GTPDD (662) 320-2009

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: "MOVE TO AUTHORIZE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A MISSISSIPPI CAPITAL IMPROVEMENTS (CAP) LOAN, NOT TO EXCEED \$400,000, ON BEHALF OF THE CITY OF STARKVILLE FOR THE PURPOSE OF COMPLETING CAPITAL IMPROVEMENTS IDENTIFIED AS INDUSTRIAL PARK SANITARY SEWER REHABILITATION AND UPON THE COMPLETION OF SUCH IDENTIFIED PROJECT ANY OTHER SEWER PROJECTS AS NEEDED."

RESOLUTION

Authorizing the Golden Triangle Planning and Development District to Prepare and Submit A Mississippi Capital Improvements Revolving Loan Program (CAP) Application for Starkville, Mississippi

WHEREAS, Starkville, Mississippi has certain pressing Community Development needs; and

WHEREAS, the Mississippi Development Authority has available funds under the FY-2014 Capital Improvements Revolving Loan (CAP) Program; and

WHEREAS, the City of Starkville is eligible to apply for said CAP Loan Program assistance; and

WHEREAS, the Golden Triangle Planning and Development District (GTPDD) has sufficient, experienced professional staff to prepare necessary application documents;

THEREFORE, BE IT RESOLVED, by the Mayor and Board of Aldermen of the City of Starkville:

- That the Golden Triangle Planning and Development District is hereby authorized to prepare a Mississippi Capital Improvements Revolving Loan Program Application on behalf of the City of Starkville, for the purpose of completing capital improvements identified as Industrial Park Sanitary Sewer Rehabilitation and upon the completion of such identified project any other sewer projects as needed; and
- That Parker Wiseman, in his official capacity as the Mayor of the City of Starkville, is hereby authorized to advertise and conduct required public hearings, and to sign all necessary documents, including Grant Agreements with the State of Mississippi, upon approval of said application by the Mississippi Development Authority.

SO ORDERED THIS THE 7th day of October 2014, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi in a Regular Scheduled Meeting.

Lesa Hardin
City Clerk

Parker Wiseman
Mayor



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1**

SUBJECT: \$400,000 CAP Loan

AMOUNT & SOURCE OF FUNDING - \$400,000; Mississippi Capital Improvements Revolving Loan Program (CAP)

FISCAL NOTE: N/A

REQUESTING

DEPARTMENT: Mayor and Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT:

Phylis Benson (662) 320-2007 or
Spencer Brooks at GTPDD (662) 320-2009

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: "MOVE TO AUTHORIZE AND APPROVE A CAPITAL IMPROVEMENTS (CAP) LOAN, NOT TO EXCEED \$400,000, ON BEHALF OF THE CITY FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY FOR THE PURPOSE OF COMPLETING CAPITAL IMPROVEMENTS IDENTIFIED AS INDUSTRIAL PARK SANITARY SEWER REHABILITATION AND UPON THE COMPLETION OF SUCH IDENTIFIED PROJECT ANY OTHER SEWER PROJECTS AS NEEDED."

CAP LOAN PROGRAM

Public Notice

The Mayor and Board of Aldermen, acting for and on behalf of Starkville, Mississippi (the "City") took up for consideration the matter of authorizing and approving a loan on behalf of the City from the Mississippi Development Authority (the "Department") for the purpose of completing capital improvements identified as:

Industrial Park Sanitary Sewer Rehabilitation and upon the completion of such identified project any other sewer projects as needed.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY, AS FOLLOWS:

Section 1. The Governing Body of the City does hereby declare its intention to enter into a loan agreement with the Department in the principal amount not to exceed Four Hundred Thousand Dollars (\$400,000) for the purpose of completing the Industrial Park Sanitary Sewer Rehabilitation and upon the completion of such identified project any other sewer projects as needed.

Section 2. The Loan will be secured by a Note executed and delivered by the City to the Department. Failure of the City to meet its repayment obligations shall result in the forfeiture of sales tax allocation or homestead exemption reimbursement in an amount sufficient to repay obligations due until such time as the indebtedness has been discharged or arrangements to discharge such indebtedness satisfactory to the Department have been made.

Section 3. The Governing Body proposes to authorize and approve the Loan from the Department in the amount and for the aforesaid purposes at a meeting of the Governing Body to be held at its regular meeting place at the Starkville City Hall at 5:30 p.m. on the 4th day of November 2014, or at some meeting held subsequent thereto. This date assigned to authorize and approve the aforementioned loan documents has been set to meet program requirements, which mandate that four public notices be issued prior to loan closing. This will allow sufficient time for public comments.

Thereupon Aldermen _____ offered and moved the adoption of the aforementioned resolution and Alderman _____ seconded the motion and put to a roll call vote, the results were as follows:

Alderman Ben Carver	voted: _____
Alderman Lisa Wynn	voted: _____
Alderman David Little	voted: _____
Alderman Jason Walker	voted: _____
Alderman Scott Maynard	voted: _____
Alderman Roy A.' Perkins	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____

The motion having received the foregoing vote of the Governing Body, the Mayor declared the motion carried and the Resolution adopted, on this the 7th day of October 2014.

(SEAL)

**PARKER WISEMAN
MAYOR
STARKVILLE, MISSISSIPPI**

**LESA HARDIN
CITY CLERK**

Published on October 10, 2014
 October 17 2014
 October 24, 2014
 and October 31, 2014
 in the Starkville Daily News



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-07-2014
PAGE: 1

SUBJECT: CONSIDERATION OF APPROVAL TO HIRE JUSTION AMMON AS AN INTERN TO WORK AS A MEDIA RELATIONS AND MARKETING SPECIALIST FOR A PERIOD NOT TO EXCEED NINETY DAYS AT \$10.00 PER HOUR.

AMOUNT & SOURCE OF FUNDING: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: VARIOUS

AUTHORIZATION HISTORY: The positions have been advertised and letters of interest are attached.

SUGGESTED MOTION: MOVE APPROVAL TO HIRE JUSTION AMMON AS AN INTERN TO WORK AS A MEDIA RELATIONS AND MARKETING SPECIALIST FOR A PERIOD NOT TO EXCEED NINETY DAYS AT \$10.00 PER HOUR.

REQUEST APPROVAL TO HIRE JUSTIN AS AN INTERN TO WORK AS A MEDIA RELATIONS AND MARKETING SPECIALIST FOR A PERIOD NOT TO EXCEED NINETY DAYS AT \$10.00 PER HOUR.

Position Function: Promote and expand the visibility of city government by continuously updating web content, producing and disseminating press releases, and furthering the integration of social media to keep citizens abreast of city news, public hearings, resolutions, and programs.

Essential Duties and Responsibilities:

- 1) Produce and update web content for official city website, including feature stories, news releases and public notifications
- 2) Research, develop and disseminate press releases to area news outlets to expand visibility of city government and keep citizens better informed
- 3) Design and implement an integrated plan for social media platforms to promote city government and funnel more traffic to official city website
- 4) Serve as a media contact, when needed, for city administrators and officials to better coordinate media-related activities
- 5) Perform any other related duties involving media relations or information outflow

Authorization History: Justin Ammon is a native of Starkville, MS. He received his BA in communication from Mississippi State and recently completed his master's in public policy and administration at Mississippi State. He taught a public relations and news writing at MSU while earning his graduate degree and also worked as a contributing writer for the MSU Extension Service.

Selected Writings

By: Justin Ammon

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MSU Extension Service

Soon after earning my undergrad, I worked as a contributing for The MSU Extension Service, producing press releases and feature stories released across a variety of mediums. For features, an effort was always made to interview the industry stakeholders whose lives were enhanced by the huge body research at MSU, which also provided a “face” for each story. The following stories involve poultry euthanasia, pesticide bans and ill-tempered cows.

The euthanasia of poultry: MSU researcher seeks a more humane method

By Justin Ammon

STARKVILLE — “Five or 6 years ago we were sitting around talking, discussing, throwing out ideas, we figured there had to be another way – an alternative to electric stunning or gas systems,” said Randolph Cheek, a consultant for a research company based in Jackson, Technocatch, devoted to the well-being of livestock. “Then, kind of out to the blue, we thought we could control atmosphere pressure with a vacuum and we went from there.”

Cheek is referring to a conversation he had with his father, the company’s founder, concerning an innovative, more humane method of processing chickens for consumption – or broilers, as they are known in the industry. The new research called LAPS (low atmospheric pressure system), uses a vacuum system to reduce oxygen levels in a machine that can house up to 60 broilers per chamber, eventually rendering the birds unconscious, then, as coined by the USDA, “irreversibly stunned.”



Technocatch sensed a breakthrough, leading to the formation of a research team including management from poultry processing company OK Foods and Yvonne Thaxton, who formerly headed Mississippi State University’s poultry science department.

While Cheek was still working on his bachelors’ at MSU over 5 years ago, the initial testing for LAPS began within a lab at the school’s poultry science department.

“We just wanted to see if we could create an irreversible stun,” Cheek said. “Once we accomplished that goal and repeated it, we knew we had to perfect it and do it as humanely as possible.”

All indicators suggest the research team has accomplished this goal, with the American Humane Association offering its seal of approval and the USDA, as Thaxton puts it, officially stating it has “no objections to the system or its protocol.”

Of the hundreds of chicken processing plants in the United States, which, according to the National Agricultural Statistics Services, slaughter over 24 million broilers a day, all but two use an electrical stunning bath to prepare chickens for processing. The stunning method, which aims to render chickens unconscious, involves removing live chickens from large cages, shackling them upside down on an assembly line and dipping their heads in an electrified saltwater bath primed with up to 64 volts – a process that can cause significant stress in a live animal.

The other method for rendering chickens insensible employs carbon dioxide, which can cost a plant up to \$6 million annually and also create discomfort for birds, as broilers have been seen to display gas aversion techniques, causing them to gather in corners as CO₂ leaks into a chamber.

Although gassing and stunning are thought of as relatively quick and painless – both have been approved and accepted by the AHA and the USDA – LAPS has the potential to create a new humanity standard for chickens being harvested around the world.

The idea behind LAPS derives from what humans feel, which is often described as euphoria, when climbing a mountain or flying in a plane as atmospheric pressure alters and air thins. If oxygen levels become too low, a human can slip into unconsciousness amid his or her euphoria, a feeling science dubs as hypoxic.

With chickens, no reaction is displayed until a LAPS chamber reaches atmospheric pressure levels similar to the altitude of a typical commercial air flight. At that point, chickens will display brief, subtle wing flapping and leg paddling, possibly indicating hypoxia. Soon after, as oxygen levels are systematically lowered, they go limp.

“The birds begin to lose posture which is an indication of loss of sensibility or awareness,” Thaxton said. “The complete lack of movement throughout the container is easily observed. This period is prolonged to ensure no birds return to sensibility. Upon completion of the cycle, the atmosphere is immediately re-established and the doors open.”

LAPS possesses the ability to render a chicken unconscious within 34 seconds of system start up. The entire euthanasic process takes no longer than five minutes and is completed without ever employing a gaseous addition, only by controlling air volume.

A major selling point behind LAPS comes from the technology’s ability to create an irreversible stun in the fewest possible steps. In a LAPS system, the birds are round up from a poultry-farm growing facility and loaded onto a truck, from where they are taken directly into LAPS chamber, meaning they never leave their original cage until after being completely laid to rest.

In the world of electrical stunning, chickens must be removed from the cages, while alive, and shackled by their feet on an assembly line – a process that can cause stress for everyone involved, man or beast.

“Sometimes workers have to operate in a very dusty, low light, lots of feathers kind of situation, and LAPS can eliminate extra handling,” said Kathy Brock, director of strategic partnerships for the AMA’s Farm Animal Program. “You have to remember, when people handle animals, there is a lot of contact and a connection is made. While our core mission is to help the animal endure the least amount of stress, helping workers endure the least amount of stress is very important too and very helpful to the entire end of life process.”

Plenty of evidence supports LAPS’s potential to streamline the preparation process for broilers, but Thaxton and her research team are still attempting to prove whether or not the birds experience any type of euphoria as oxygen levels dip. In November, the research group will travel to Lelystad University in the Netherlands to team up with a few professors who have managed to successfully gauge chicken EEG readings, which measures electrical activity in the brain produced by the firing of neurons.

In other words, the team will be able to determine exactly what chickens experience as oxygen levels drop in a LAPS chamber. Thaxton suspects she has already discovered a sound basis for declaring chickens completely unconscious and unaware before their hearts stop, but still needs a third-party stamp.

“Chickens don’t talk to you, and it’s hard to measure pain in animals. If they are not crying or hollering, showing signs, how do you know they are in pain? You don’t,” Thaxton said. “We have some basis for believing they are insensible and don’t feel anything, but these EEG reading will be cleaner. If we can prove that, that means these birds are clearly not uncomfortable during the entire process. That’s the next big thing. That’s critical.”

Truth be told, Thaxton’s research team has already proven plenty. In July, the AHA scientific advisory committee, which includes members such as Temple Grandin (HBO made a 2010 biographical film about her battle with autism and her progressive livestock research that received 15 Emmy nominations), reviewed the research and conferred the American Humane Certified Label.

“The committee looks at existing research, who is involved, the credibility of the institution and they approach everything with a curious mind and react upon what the science says is true,” Brock said. “LAPS is valid. And by valid, I mean humane.”

Brock also said AHA is not on record claiming LAPS to be the best method for processing broilers. She said several humane methods exist and factors such as worker safety and project management must always be considered when evaluating a euthanasia process. She said the AHA isn’t always biting at new technology, preferring to adopt scientifically proven processes that keep animal suffering to a minimum. A processing plant’s code should only adhere to slaughtering methods that produce “instant insensibility” in animals while remaining as efficient as possible, she said.

However, Thaxton believes LAPS has the potential to become the new standard for processing poultry. She has recently been trekking across the country making presentations and says not only poultry processing plants are interested, but customers such as McDonalds, KFC and Wendy's have lined up to investigate the findings. Thaxton said predictions can be tricky, as many smaller plants will have a difficult time investing in new technology, but LAPS could see widespread use within five years.

"I don't know if this will ever save money, but it allows you to do it better and it make your customers happy," she said. "If your customers aren't happy, you're not going to have a market and that's the big factor. And this is doing it a better way, not having to turn the chickens upside down is a better way."

A four-chamber LAPS unit is currently running at OK Foods in Fort Smith, Ark., as part of a six month testing period for the new technology. The system will be fully functional by Oct. 18 and ready to be attached to the poultry plant's main complex, adjacent to the conveyor belt system.

"This is the first one in the world, and we are fired up man," Cheek said. "It's exciting and new and could have a big impact. That's what we're looking for – to think outside the box and find solutions to everyday problems in poultry."

With Methyl Bromide put on notice, cured ham looks for new ways to debug

By Justin Ammon



STARKVILLE — You name it: ham mites, ham beetles, cheese skippers. If the bug feasts on dry-cured country hams, Rufus Brown has waged war with its species, using the semi-outlawed methyl bromide pesticide as his primary defense.

Johnston County Country Hams in Smith field, N.C., where Brown serves as operations manager and cure master, has been using the colorless, odorless fumigate for dozens of years to combat pests that borrough into the company's high-end meats. Methyl Bromide, according to Mississippi State University food science, nutrition and health promotion professor Wes Schilling, so far stands as the only "100 percent" effective chemical for killing infestations without affecting the taste or integrity of cured ham.

"If we don't have a pesticide to fill every nook and cranny of our storage houses and protect the thousands of hams we have hanging up, then it would be detrimental to our business," Brown said. "Methyl Bromide is a unique fumigate. It works and it doesn't harm the product."

However, in accordance with an EPA mandate following guidance from the Montreal Protocol (an ozone layer depletion treaty ratified by more than 180 countries), the pesticide must be fully decommissioned by 2015. The gas, dubbed a Class I ozone-depleting chemical, remains the last in its category to still be in significant use. All other high-risk substances, namely chlorofluorocarbons (chemicals once found in spray aerosol cans) were virtually phased out by 1996.

The US dry-cured ham industry, which produces over 2 million hams in about 35 facilities along the outer rim of the Southeastern US, is now catching a shockwave from the Montreal mandate originally written in 1987. Technically, methyl bromide, which has been used in the U.S. for over 50 years, was scheduled to cease all production by 2005, which turned out to be an unrealistic goal because several enterprises would have failed without the pest-killing chemical—whether due to a lack of an alternative gas or economic infeasibility.

Consequently, all cured-ham producers – not to mention an array of other companies producing eggplants, strawberries and rose nurseries – spraying methyl bromide are operating under critical exemption status until 2015, an EPA loophole for vulnerable companies.

“To get exempt, you have to give (the EPA) more and more every year,” Brown said. “Now you have to tell them how much cubic feet you plan to use, how the fumigate will affect the sales volume – all sorts of additional stuff. It was so extensive, I all most didn’t want to fool with it.”



That’s where Schilling, the MSU food science professor who also conducts research for the cured-ham industry under a USDA grant, comes in. Schilling has kept busy in a lab for over a year now, experimenting with various fumigates and compounds in search for a permanent, effective replacement for methyl bromide.

“We see if potential alternatives work in three areas: whether they kill the bugs, if it affects the safety of the food and if it affects the sensory quality of the product, which would be taste,” he said. “You can’t mess up the flavor; people won’t eat it then.”

So far, Schilling and his fellow researchers have made some ground in narrowing the search, with gases phosphine and ozone emerging as the most promising alternatives. Schilling claims phosphine, a common insecticide sprayed in grain factories, holds the most overall promise, but he lauded ozone for its abilities to keep storage environments sanitary. He said sanitation (acts as simple as wiping down meat hooks and walls and making sure workers wear clean garments) can be nearly as effective at limiting pests as any chemical or fumigate. Still, nothing has yet to live up to the unique abilities of methyl bromide.

"A lot of things might work in a little jar in a lab," Brown said. "But it can be really difficult to get them to work out in a plant."

Brown said his methyl bromide usage has dwindled since 2005 due to the government drawbacks. Where he once used the chemicals at scheduled times throughout the ham-curing seasons, he now only uses the insecticide when problems occur. Even with limited usage, as the 2015 cutoff date looms, the price for the cure-all gas continues to rise. A few chemical companies have bought most of the supplies required to make gas, resulting in a sort of monopoly, Brown said.

"They jack up the price every year. It's kind of like 'pay for it if you want it,'" he said. "I hope an alternative can be found so some competition can be created in the market."

Brown said buying four 50-pound cylinders of methyl bromide can cost around \$2,400.

MSU geosciences professor Charles Wax argues that many elements in environmental statutes "often have more to do with the mission and less to do grounded, thoroughly-researched scientific facts." The ozone layer has been following a steady restoration path since chlorofluorocarbons were eliminated in 1996, Wax said.

"We should all be good stewards of the environment, but politicians often take a shotgun approach with these bills and some details get lost," he said. "We have to be cautious about wrecking the economy."

According to the National Oceanic and Atmospheric Administration, methyl bromide has contributed a total of about 4 percent to ozone depletion over the past 20 years. Of this, about 2.5 percent can be attributed to agricultural fumigation activities. The continued use of methyl bromide as an agricultural pesticide may contribute 5 to 15 percent of future ozone depletion if not phased out.

Brown performs taxidermy as a side gig--the process that prepares dead animals for display. At a recent trade show in North Carolina, he stumbled across an aquarium full of beetles that were nibbling away at the remaining flesh attached to a cow skull. The man showing the display told him if the beetles were kept in an 80-degree environment, the skull would be picked clean in a week. Upon closer inspection, Brown realized he had "killed about a million of those suckers." They were the same beetles fueling the need for methyl bromide.

"The beetles, Dermestid I believe, were getting into those holes and eating so fast you could see meat dust falling out," he said.

Brown pointed out these particular beetles, not to mention the more flexible mite variety, could only thrive in temperatures around 80 degrees, which is exactly the temperature of his final-stage curing room. Since Johnston County hams can cure in this final stage for months on end, a solution to the methyl bromide problem becomes even more imperative.

Schilling said his research team's findings are now being testing in small-scale industrial complexes, looking to soon make a jump into a full-scale factory. However, he emphasizes there are no guarantees. And if a solution is not found over the next four years?

"Well, that's a good question," he said. "The EPA could issue an emergency rule, but I'm not sure if they would. So if there isn't anything, the dry-cured ham industry would be without methyl bromide. It would be tough, but I know the industry and our researchers are committed to finding an alternative."

Added Brown: "I don't know what we would do, I don't see a black market developing for methyl bromide," he joked. "Honestly, they would have to grant another extension. We can't operate with bugs in our hams, and we can't throw them all away."

Ill-tempered cows disrupt heard, lower profit margins

By Justin Ammon

RAYMOND, MISS. — As the solid white, MSU-marked pickup truck slowly plodded down the dirt road, each cow, heifer, bull and steer had a unique reaction to the shuffling gravel and tiny clouds of red dust.

Some remained unfazed as they casually continued jawing strands of hay, refusing acknowledgment. Some clamored to their feet out of curiosity, then moseyed along after the truck gained distance. Others sprung into full alert, pacing about and peering at the vehicle as if the situation would surely regress to a duel.

The truck eventually rolled past the feeding lot, packed with over a hundred research cows owned by the Mississippi Agricultural and Forestry Research Station, and came to a stop near various pens and chutes employed for a long list of research projects exploring cattle behavior.

Naturally blending with her environment, a curly-haired woman wearing jeans and a plaid shirt hopped out of the pickup and pointed to X117 (as identified by ear tag), an imposing cow looming over its calf behind a heavy metal gate, filling the air with tension as it restlessly twitched and studied the woman's every move.



"Look at her stare," said Rhonda Vann, an Animal and Dairy Science research professor working who was driving the truck. "If I was in there, she would probably run over me."

Vann lead a five-year study conducted in Raymond at the same MAFES research station which houses X117, aiming to determine the negative effects ill-tempered cows like her can have on an entire herd and a cattle producer's bottom-line.

The experiment was multi-layered, measuring how a trio of cows behaved in a 12-by-12 foot pen and how a single cow behaved in a chute similar to what contains bulls before being released at a rodeo. In both cases, behavior was measured after the cows were approached by humans. The research also gauged how fast a cow traveled 6 feet – using laser technology developed for professional track meets – after being released from a chute.

For each experiment facet, the cows were given a different score on a 5-point scale: a score of 1 designated a cow as "not aggressive, docile, walks slowly, can approach, not excited by humans," while a score of 5 pegged a cow as "very aggressive, excited, runs into fences, runs over humans and anything else in path."

The pen scores and chute scores were highly correlated, and the higher-scoring cows almost always exited the chutes at accelerated speeds.

"The pen score is kind of measuring the aggressiveness and the exit velocity is kind of measuring their flight response – how quickly they want to get away from the situation," Vann said. "Basically, the more aggressive they are, the quicker they want to get away from the situation."

Vann said anxious, aggressive cows (namely cows scoring a pen score of 4 or 5) present a host of problems for everyone involved in their lives from birth to slaughter. They become sick more often, have more difficulty gaining weight, damage farm equipment and rub off their rowdy behavior on cows that would otherwise be perfectly calm. Cow behavior, Van explains, can even affect meat tenderness, as certain hormones, such as cortisol, and enzymes remain at higher levels in stressed out cattle, possibly toughening the muscle. All of these problems directly affect a cattle producer's profit margins.

Danny Martin – the 2009 Mississippi Cattleman of the Year who owns a ranch in Raymond – can attest to these findings from experiences he has had with his own herd.

"Ill-tempered cows have to get antibiotics more, they don't come up with the rest of the cows and get the proper nutrition and they've broken down my gates, which certainly doesn't do a big cow any good when he crashes into a gate," Martin said.

According to the study, which was published in *The Professional Animal Scientist*, 61-of-210 herd members earned pen scores of 4 or higher. Those animals typically incurred medical expenses of \$60 during the experiment, about \$20 more than lower scoring cattle. Vann noted that some ranches in the mid-western U.S. harbor herds of 10,000 or more heads. If approximately 1-in-6 bovines cost an additional \$20 in medical expenses, as they did in the study, a ranch of that magnitude could lose approximately \$35,000 in preventable fees due to rambunctious cattle.

Not to mention, ill-tempered cattle typically rake in \$5 or \$6 less per pound at market in contrast with calmer animals. If a bad-attitude cow weighs 800 pounds, it can inflict a \$4,800 loss. However, high scorers usually won't even reach that weight since they have trouble gaining bulk.

"Theoretically, potentially, we could be talking a good bit of money," Vann said. "Animals that walk in quietly and behave sell for more than the ones bouncing off the walls. Pretty simple."

Martin once sent several cows to a feed lot experiment at MSU, including one who was a "lunatic." When he sent the cattle, there was no more than a 50-pound difference among all of them; however, when the animals returned, the ill-behaved steer weighed 966 pounds, while all the others weighed over 12,000 pounds.

"He just didn't perform," Martin said "There is usually about a 10 percent difference in weight when you deal with cows like that."

Vann said the primary factor relating to cow behavior lies squarely in the field of genetics. If a high-strung bull and a wild-mannered cow mate, the results will "nine times out of 10 be a crazy calf." Vann quickly admitted, however, genes don't tell the whole story, saying a calf's mother usually influences a calf's behavior more so than the bull, since the mother raises the animal and provides a constant presence.

In fact, she said all cattle are susceptible to learned behavior.

"If you go hang out with a bunch of friends that party hard and are mean, then you'll start to party hard and be mean," Vann said. "In that respect, cows aren't too much different than humans."

Still, Vann said nature clearly trumps nurture in this argument.

"I'd say how humans treat the animal is 25 percent of it, followed by 10 percent being the environment," she says, "the rest would be genetics. But that's just a guess, we're still investigating."

Vann said the most applicable findings in her research live within a simple message to cattle producers: seek cows with a poor temperament and wean them out of the herd. She said this can be achieved by not allowing reckless cows to mate via separation tactics or by immediately putting them on the market, which would accelerate their introduction to the food chain.

"We are suggesting for producers to evaluate their herds," she said, "also for them to evaluate what cattle they buy. You don't want a cow or steer that's just dog broke, that can be problematic too, but one that's a bit more docile – a score of 2 or 3. They are going to have less sickness, gain better, do better in pastures and be more productive for the producer throughout the entire life span."

Martin, who received his award from the Mississippi Cattleman Association, simply sells off his misbehaving cows. He said he just received over a 100 calves and only two of them are showing early signs of wildness.

"I call them flight calves. They'll tear out and go if you aren't careful," he said. "The rest of the calves come to me when I feed them. I have a feeling there will be problems with these."

He said he will give the calves three weeks to clean up their act before selling them, saying "if they aren't calm after that time period, they never will be." He also said he knows what cow mothered the calves, and that he will be reevaluating her behavior as well if the calves don't calm down, possibly leading to her dismissal.

"On a scale of 1 to 10, herd calmness is probably about an 8 or 9 as far as importance goes," he said. "I'm 67 years old and do all this myself. I can't have that type of cattle. I'm not able to run and dodge like I used to."

Starkville Daily News

I covered the SDN's Oktibbeha County football beat for the fall of 2011, when both Starkville High and Starkville Academy reached their respective state championship games. Three sample stories follow.

Starkville Academy secures playoff berth, snaps streak of losing seasons

By Justin Ammon

STARKVILLE — In front lively homecoming crowd at J.E. Logan field Friday night, Starkville Academy defeated Copiah Academy 34-26, securing its first winning season since the Volunteers won the 3A state championship in 2005.

"I looked at those seniors and told them, 'I don't know what will happen the rest of the season, but if you win tonight, that's win number six,' head coach Jeff Terrill said, 'People will look at you and say you are a winner and there's nothing anyone can do about it.'"

Starkville Academy (6-1, 2-0 in District II) not only secures a playoff spot with Friday's victory, but also lifts the mental burden of six straight losing seasons while guaranteeing a winning campaign in Terrill's second season.

"When coach Terrill first got here, the first step was to develop pride in our school and team," quarterback Drew Pellum said. "The next step was to secure a winning season. We did that tonight. I believe in this team."

Starkville Academy immediately set the tone by causing a fumble on the game's opening kickoff, which it recovered on Copiah's 12-yard line. Four rushes later, Ryan Mann punched the ball in to give the Volunteers a 7-0 lead just 1:37 into the game. From the outset, it was clear the Volunteers intended to pound the ball and rally around Mann, who rushed for 161 yards on 30 carries, scoring two touchdowns.



As a whole, the Volunteers ran the ball an astonishing 55 times, gaining 307 yards. Pellum added 82 rushing yards on 12 attempts with a touchdown. He was also 4-of-6 passing for 87 yards and a score. Overall, Starkville Academy gained 394 yards to the Colonels' 248.

After Pellum tossed a 5-yard touchdown pass to Hunter Bolin, going up 20-6 with 30 seconds remaining in the half, Copiah executed a perfect squib kick at midfield, recovering the ball. A double-personal foul penalty against the Vols handed Copiah a 30-yard gift, placing the team in field goal range. However, the Colonels failed to convert a 33-yard attempt, cementing its 14-point deficit going into the locker room.

The second half was largely a seesaw affair as Copiah managed to stay in the game via big plays. Colonel quarterback Barron Miller threw touchdown passes for 67 yards in the third quarter and 40 yards in the fourth.

After Mann ran for a 23-yard score to go up 34-20 late in the fourth quarter, Copiah immediately responded with a 90-yard kickoff return by Kelton Smith, who accounted for 86 rushing yards on 20 attempts, cutting the lead to 8. However, that would be last points of the match.

Starkville Academy, which only threw a single pass in the second half, stuck to its bread and butter for the final drive, eating up 7 minutes and 23 seconds on 15 rushes to end the game. On fourth-and-1 from the Colonel 40-yard line, Mann shot up the gut for 9 yards to seal the victory. All that was left to do was take a knee.

"Bottom line, when we have to win it, we're going to give it to No. 33 (Ryan Mann) and run behind No. 66 (Angus Catchot)," Terrill said. "We looked at them in the face and said, 'That's what we're going to do' and they knew it. But we found a way to open up holes."

West Oktibbeha routes Ethel, discovers a new star

By Justin Ammon

MABEN —Much like its East Oktibbeha counterpart, West Oktibbeha operates a spread-offense, pass-first offense. Through its first 6 games, the Wolves averaged 244 yards through the air, proficient for a high school squad.



However, Friday night's script read differently, as West Oktibbeha (5-2) stormed passed Ethel, rushing the ball 28 times for 329 yards in a 42-18 route.

Shun Fair leads West Oktibbeha with 56 rushing yards per game, but the Wolves may have found a new workhorse in Tiberias Lampkin, who piled up 258 yards on the ground. He rushed for 176 yards in the first half alone.

"Coach always tells us we have to equal out our offense," Lampkin said. "When the time came, I was

ready. The O-line really did a great job getting off the ball tonight.”

In front of a sellout, if you will, homecoming crowd, the West Oktibbeha defense would bend, but rarely broke, holding Ethel (2-6) to 270 yards of offense and 18 points. It also forced three turnovers.

Midway through the second quarter, Ethel’s bruising back Michael Ervin carried the ball for 15 yards across mid-field, hauling five wolf defenders with him. However, when the pile cleared, West Oktibbeha’s Fair was nearly crossing the goal line for a touchdown, having recovered a fumble amid the pile of bodies.

Ervin would find redemption, returning the ensuing kickoff to the Wolves 10-yard line. Tiger quarterback Bobby Potts scored via a 9-yard quarterback draw on the very next play, putting the Tigers within striking distance at 20-12.

And yet again, one play later, Lampkin found a crease up the middle, scampering 45 yards for a score to extend West Oktibbeha’s lead to 28-12. All-in-all, during that second quarter stretch, 22 points were scored in a 1:42 stretch.

The game also featured an impressive five unsuccessful onside kicks, giving each team excellent field position to work with most of the game. A conventional kick wasn’t witnessed until a minute before half time.

Another wild stat: The Wolves did not punt. Not once. In its first series of the second half, with a 36-12 lead, the Wolves went for it on fourth and 4 on their own 40-yard line and *naturally* converted.

“I don’t feel like anybody can stop us,” West Oktibbeha coach Adam Lowery said.

Von Smith, the Wolves normally prolific passer, went 12-for-21 for 132 yards and a touchdown. Ethel’s quarterback Bobby Potts only threw for 92 yards, but ran for two touchdowns.

Midway through the fourth quarter, after the scoreboard quit functioning and the game was well in hand, West Oktibbeha was able to insert its entire second team. Backup quarterback Drake Powell threw a 30-yard strike to freshman Ty Smith on what was designed to be a bootleg run.

“It’s good to see your young boys get in and do good,” Lowery said. “They are like sons to you. I get excited, and it feels great.”

Wolves suffer narrow defeat, yet manage third playoff berth in school history

By Justin Ammon



Lowrey

MABEN – There was a strange aura in the air following West Oktibbeha's narrow two-point loss Friday night: one of both defeat and achievement.

Although the Wolves (7-4, 4-2 in Class A Region 3) fell short in a shootout, losing 42-40 at the hands of Pelahatchie, they still managed to secure the fourth-seed playoff spot out of the region.

The postseason berth will be the school's third playoff appearance (whether referred to as Maben High or West Oktibbeha) in its history and first showing in six years.

"I don't want to say that I feel down," West Oktibbeha quarterback Von Smith said. "This was a hard fought game, and we are still in the playoffs. We still have to advance to the next round."

Pelahatchie and West Oktibbeha exchanged blows all night. The Chiefs executed their familiar ground attack at will, piling up 366 yards and five touchdowns on the ground against a porous Wolves front seven.

However, the Pelahatchie defense did fare much better. Smith went 17-for-29 for 218 yards, rolling out and picking apart the Chief secondary with crisp, accurate passing drive after drive. The Wolves also rushed for 136 yards and five touchdowns.

"I really felt like it was going to come down to who had the ball last," West Oktibbeha head coach Adam Lowrey said.

And it almost did. Chief running back Erick Hoard found the end zone – his fourth touchdown – from 1 yard out late in the fourth quarter to tie the game at 40-40. In a bold move, Pelahatchie head coach Bill Ward elected to go for 2 points, hoping to quell any possibility of the West Oktibbeha winning the game on a 2-point conversion on its final drive. Naturally, Hoard found the end zone again, bursting up the middle for a conversion that put the score at 42-40.

The Timberwolves received the ball down 8 with less than 2 minutes remaining. On the first play of the drive, Shun Fair fooled the Chiefs defense on a draw play, shooting up the middle for a 55-yard scamper. With all the momentum favoring West Oktibbeha on senior night, Smith threw an interception to Laryan Fletcher on the next play, effectively ending the contest as he returned the ball back the Wolves' 5-yard line.

"We were killing them with the same play," Smith said. "We just didn't connect as good that time. My receiver tipped it high, and they picked it off and ran it back. It came down that play."

The Wolves will square off against Cathedral next Friday in the first round of Class A playoffs. Pelahatchie (8-3, 4-3) has secured the No. 3 seed in front of West Oktibbeha in the region.

"We obviously have to come ready to work Monday and prepare for (Cathedral)," Lowrey said. "That's all we can do. We'll see what happens."

The Reflector

While earning my undergrad in communication at MSU, I served as the student newspaper's sports editor – designing all pages, editing each story and determining content. The first of two samples won Best Sports Feature at the Mississippi Press Association's "Better News Paper Contest."

Big Daddy: an inside perspective on the world of ticket scalping

By Justin Ammon

"How many ya need?" said the man who only referred to himself as Big Daddy in a loud, muffled voice. "Two, three? I got lower level. That's what's up."

The unassuming Bulldog fan, accompanied by his female companion, waved his fingers in front of his throat in a choppy motion and quickly shook his head, "I'm good man," he said passing the practice facility construction site at the Hump to watch the Bulldogs open their basketball season versus Rider.

This conversation, more or less, repeated itself a few times until Daddy got a bite.

A burly State fan approached Daddy in front of the Hump's east side. "You need these, man?" he said, holding two tickets.

"Yeah, I'll take 'em off you for \$10," Daddy said.

"\$10?" snapped the fan. "Really? The price is \$18 for one."

"It's too close to tipoff. That's all I can do, brother – can't get rid of what I got," Daddy said.

"Fine, take 'em," said the fan, knowing Daddy was his best option.



Daddy, an avid ticket scalper from Starkville whose hobby calls for travel to schools within the immediate region – namely Alabama, Ole Miss and Memphis – said his trade is nothing more than a "side hustle" for him.

"Us older cats, we are just trying to make an extra dollar, to feed our family and keep our bills paid, that's it man," he said. "We aren't trying to start trouble. We are just coming out there to enjoy the atmosphere and make a few extra bucks. I have a job. It's just a way to make a little extra money."

Daddy explained, especially during basketball season, he usually buys tickets from various community members prior to games for under face value. His connections know to come to him with their various ticket needs, and a half-price purchase is not uncommon. In turn, he usually sells tickets on game days for close to the printed price, unless the contest is of high caliber.

In essence, the definition of a ticket scalper is one who sells tickets for more than face value. Mississippi law states selling tickets for athletic events at a price "in excess of the price printed on the face of the ticket" is unlawful and worthy of a misdemeanor offense.

Daddy argues the illegal status of ticket scalping is "crooked in nature." He said he fails to understand why tickets can be sold over the Internet, legally, at websites like eBay or StubHub in excess of \$1000 for major sporting events, but he could possibly be arrested for selling a ticket for \$10 over its value in face-to-face scenarios.

Currently on StubHub, upper-level section 214 tickets for the Kentucky at MSU basketball game are being sold for \$200 each.

Daddy claims reaching the \$100 per game mark is a standard industry goal for scalpers.

"It's just like the market. If you have a liquor license, you buy the liquor wholesale, turn around and make a profit, right? That's the American way," he said. "This is just like going to work. It's a job to me."

Regardless of intentions, fan's encounters with ticket scalpers are not always of a cordial nature. Bobby Tomlinson, associate director of game operations, said MSU's athletic department has received several calls of complaints over the years in reference to scalpers' obnoxious behavior, which sometimes borders harassment.

"We have gotten numerous complaints of people being bothered from all directions as they approach the stadium as people try to either obtain tickets or sell tickets," he said.

Will Stagers, a senior majoring in physical education, recalled an unpleasant encounter with a scalper about 2 p.m. the day of the Alabama football game. He said a man barged into his tailgating tent, announcing to him and his friends he had a \$100 50-yard line ticket for sale. Stagers quickly discovered the ticket was for standing room only, meaning the ticket only allowed for people to sit in fold-out chairs on the east side of Scott Field where the top of the lower level meets the club level.

"Really, he was just saying you can walk over to the 50-yard line and stand," Stagers said. "If you are going to approach me, without even asking me if I need a ticket, don't come at me with this 50-yard line s---."

In fact, the old 50-yard line mantra notches as fairly mild when it comes to some scalpers' most recent deceptive tactics leading up to MSU games. Tomlinson said fans should be weary of counterfeit tickets coming from scalpers, as a handful was discovered during the Alabama game. Game-day staff became aware of the problem when tainted tickets registered as "already used" after scanning. Security staff was promptly informed, who now possess a keener eye for wayward tickets, Tomlinson said.

Brian Hadad, manager of a Columbus restaurant who has been attending MSU athletic events since he was 5, said he despises ticket scalpers for their loud, boorish behavior. He contends the only way to effectively eliminate scalpers' presence is via technology.

"I think ticket scalping will become a thing of the past," he said. "The university will come to a point where you print your ticket off from a computer, and if you aren't going to make the games, there will be a way to transfer them electronically. I think paper tickets will become a little less prevalent in the next five to 10 years."

For now, scalpers seem likely to be mainstay at all significant MSU athletic contests. Daddy said his kind, which blankets all races, genders and ages, grow in numbers every year.

MSU police officer Thad Edwards said at day's end, ticket scalping has always been a secondary issue for his department.

"If you tie up all the officers, ya know, just dealing with scalpers, we wouldn't be able to handle all the other situations that come up," he said.

Since selling tickets for face value or below is legal, Edwards explained, the only way to break the scalping ring would be through undercover work, which would be an overzealous use of police resources.

Tomlinson said the athletic department is currently defining a perimeter around athletic facility ticket offices where ticket reselling will be prohibited.

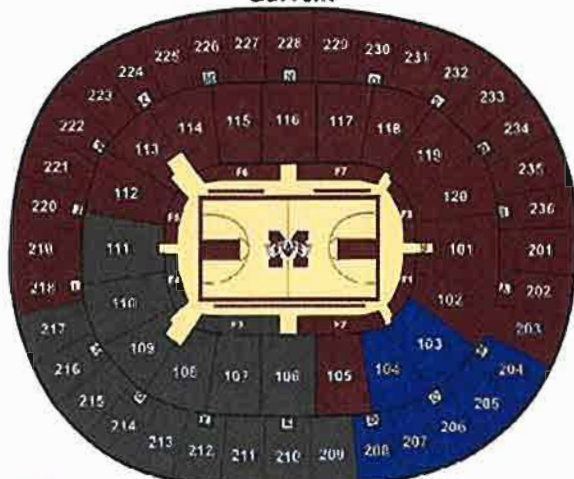
"Well, if they are right there by the ticket area, we'll run em off," Edwards said. "Tell them, you know, you need to find somewhere else."

Daddy said he believes scalpers get stereotyped and do not deserve all of the negative sentiments some fans and the administration hold toward them.

"I mean, we aren't bothering nobody; we aren't pullin' no gun on nobody; we aren't selling drugs," he said. "It's not like I enjoy walking around for two hours. I go out there and make me a few dollars, and then I go home."

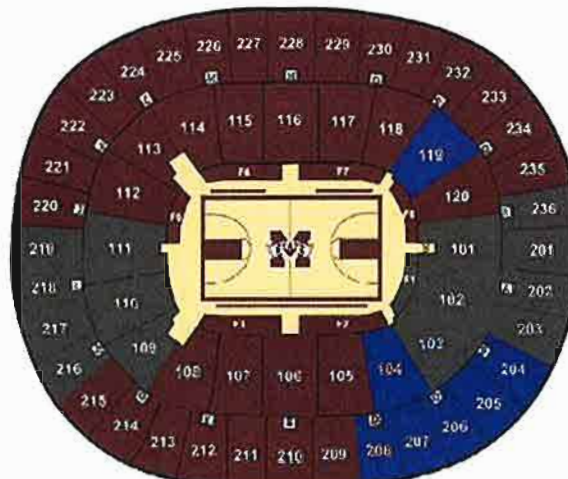
Humphrey Coliseum Seating Chart

Current



- Bulldog Club Priority Seating
- Faculty/Staff
- Students

Humphrey Coliseum Seating Chart



- Bulldog Club Priority Seating
- Faculty/Staff
- Students

Basketball student section split, questions swirl

By Justin Ammon

The MSU athletic department has split the basketball student section, with new sections being carved out behind the goals in the Humphrey Coliseum. The arrangement, which gained support from the MSU Student Association Cabinet last spring, will produce an overall net loss of 61 student seats (from 2,682 to 2,621) accompanied by a net gain of 66 lower-level student seats (from 1,399 to 1,405).

MSU athletic director Greg Byrne said the primary reason for the overhaul is to improve the Hump's atmosphere and provide increased fairness to donating Bulldog Club members who will now have the opportunity to select former courtside student seats.

"We have heard from some students that are very much in favor and heard some that have questions, but we appreciate the support the student body has given us on this," he said. "They are very good seats and will actually improve the sound dimensions of the Hump."

The MSU athletic department stands to gain an annual \$15,860 from additional seats now available to Bulldog Cub members.

Scott Stricklin, associate athletic director for external affairs, said between 2,000 and 2,500 Bulldog Club members, out of approximately 8,000, purchase basketball season tickets. These ticket packages, valued at \$260, are set aside for club members who have amassed enough priority points – a sum determined by annual donations and the number of years a member has held season tickets.

Bulldog Club members who earn the most priority points choose seats the earliest when all member accounts are briefly frozen in October to tally up points.



Byrne

The shake-up may provide incentive for Bulldog Club members to increase donations to gain more priority points, along with a better chance of nabbing newly-available, lower-level seats. The lower level will now accommodate about the top 5000 Bulldog Club members.

“Bulldog Club members may think, ‘Hey, if I give a little more, I can get a better seat on the side, rather than a seat in the end zone,’” Stricklin said. “But I’m not sure we’ll actually realize more money. It’s kind of just a theory. The only thing we can be sure of on the money side is \$15,000 that we’ll gain from selling those 61 season tickets.”

Rick’s Rowdies president Will Bryan initially expressed frustration to students losing their seats but warmed up to the idea after talking it over with fellow officers within the group. He said MSU students have been blessed with baseline seats over the years, but conceded that most major college basketball programs position students under each goal.

“After I thought about it, I realized it was good thing,” Bryan said. “Back behind the goals, the students can have more of an effect on the game play.”

Byrne contends the Hump does not offer a bad seat, adding he enjoys sitting in section 221 in the upper level along with other MSU athletic officials.

Stricklin partly credited last year’s 97-94 double-overtime home loss to LSU – when Tiger guard Tasmin Mitchell sunk 15-of-18 free throws down the stretch – to a lack of intensity behind the goals.

“There was nothing back there. It was like an empty gym,” he said. “I thought, ‘What if we had the energy that students bring during a game on both ends during the second half?’”

Mark Novotny, MSU department head for physics and astronomy, said splitting the student section will have no effect on the overall volume produced within the Hump during games.

“For you, the student, it won’t seem as loud because you won’t be surrounded by all those sources. It will seem like half intensity,” he said. “But on the floor, for the players and coaches, it should be about the same – as long as the students are equally as loud as before and you have an equal number of students yelling.”

However, Novotny explained the stereo effect caused by students cheering from two different vantage points could improve the Hump's atmosphere.

"Maroon ... White... Maroon ... White... If the cheerleaders and Rowdies coordinate right, it can sound good," he said.

Bryan said the Rowdies have yet to reach a decision on whether to gather under one goal or both prior to tipoff.

"It doesn't matter where we are," he said. "We are going to give them hell no matter what. Joahkim Noah, when he played for Florida, said the Hump was the hardest place in the SEC for him to play because of us."

Out of the 10,235 seats in the Hump, 26 percent are still designated for students: one of the highest percentages in the SEC. Students surpassed their maximum number of allotted seats twice last year, and both times the entire student overflow was allowed into the game.

"We let them keep coming in as long as there are open seats," Stricklin said. "Not to say we won't turn people away if an absolute capacity is reached, but it will be a rare occurrence."

Stricklin said the MSU athletic department will reassess the seating change at the end of the season.

"The great thing under Greg's leadership is we aren't afraid to try things, and if there is a mistake, we aren't afraid to say, 'Hey, there's a mistake,'" he said. "But I think the atmosphere will be electric."



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.F.
AGENDA DATE: 10/07/2014
PAGE: 1**

SUBJECT: Consideration of approving of Starkville MSU Area Rapid Transit (SMART) system Cost Sharing Agreement between the City of Starkville and the Greater Starkville Development Partnership (GSDP) for the purposes of sharing costs associated with the operation of SMART during Mississippi State University (MSU) home football game days.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: BOARD OF ALDERMEN
MAYOR'S OFFICE

DIRECTOR'S
AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT: Mayor Parker Wiseman (662) 323-4583, ext. 100

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION: N/A

Suggested Motion: "MOVE APPROVAL OF THE SMART COST SHARING AGREEMENT BETWEEN THE CITY OF STARKVILLE AND THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP."

SMART Cost Sharing Agreement

This Agreement is entered into between the City of Starkville, Mississippi ("Starkville") and the Greater Starkville Development Partnership ("GSDP") for the purpose of sharing costs associated with the operation of the Starkville MSU Area Rapid Transit ("SMART") system during Mississippi State University ("MSU") home football game days.

Unless otherwise stated, the contact person for GSDP shall be:

Jennifer Gregory, CEO
Greater Starkville Development Partnership
200 East Main Street
Starkville, MS 39762
662-323-3322
jgregory@starkville.org

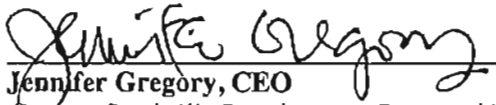
The contact person for Starkville shall be:

Mayor Parker Wiseman
101 Lampkin St.
Starkville, MS 39759
662-324-4012
p.wiseman@cityofstarkville.org

1. GSDP and MSU entered into a Memorandum of Understanding ("MOU") on ___ day of August, 2014, for the purpose of providing SMART Football Game Day Shuttle Service for MSU home football games on August 30, 2014, and September 6, 2014. A copy of that MOU is attached and incorporated as Exhibit "A."
2. GSDP and MSU entered into a subsequent MOU on ___ day of _____, 2014, for the purpose of providing SMART Football Game Day Shuttle Service for each remaining MSU home football game beginning on October 4, 2014 and ending on November 22, 2014. A copy of that MOU is attached and incorporated as Exhibit "B."
3. The MOUs referenced above established the rate structure for SMART shuttle service to be six hundred thirteen dollars (\$613.00) per game for one trolley and/or shuttle plus an additional seventy-five dollars (\$75.00) per hour for one trolley and/or shuttle for those hours which do not coincide with the regular SMART operating hours. The MOUs further provided that should additional shuttles be requested, the charge for each additional shuttle shall be seventy-five dollars (\$75) per hour.

4. Starkville benefits greatly from the SMART shuttle service by decreased traffic congestion within the City limits and the ability of its citizens and visitors to ride the shuttles between Starkville and MSU.
5. Therefore, in consideration for the mutual benefits received from the SMART shuttle service, Starkville agrees to split evenly the cost of the SMART shuttle service with GSDP.
6. Since GSDP has already paid for SMART shuttle service for the first two home football games, Starkville agrees to pay in full for SMART shuttle service for the next two home football games on October 4, 2014, and October 11, 2014, on the condition that the number of shuttles in operation and the hours of operation will be the same as they were during the first two home football games. Starkville and GSDP will evenly split the cost of the SMART shuttle service for the remaining three home football games.
7. This Agreement shall remain in effect throughout the MSU 2014 football season unless terminated by mutual written consent of Starkville and GSDP. If MSU were to terminate its MOUs with GSDP, this Agreement would automatically terminate.

Approved:


Jennifer Gregory, CEO
Greater Starkville Development Partnership

Parker Wiseman
Mayor of Starkville, Mississippi

Attest:

Lesa Hardin
Starkville City Clerk



MISSISSIPPI STATE
UNIVERSITY[™]
University Transit

Memorandum of Understanding

The purpose of this Memorandum of Understanding is to formalize the terms and conditions related to the use of transportation services for the Greater Starkville Development Partnership ("Contractor"), by Mississippi State University, by and on behalf of the Starkville MSU Area Rapid Transit ("SMART").

Unless otherwise stated, the contact person for the Greater Starkville Development Partnership shall be:

Jennifer Gregory, CEO
Greater Starkville Development Partnership
200 East Main Street
Starkville, MS 39762
662-323-3322
jgregory@starkville.org

The contact person related to services for Mississippi State University/SMART shall be:

Jeanette Mitchell-Bailey
Business Manager
P.O. Box 6350
Mississippi State, MS 39762
662-325-0407
jcm88@transportation.msstate.edu

The contact person related to contractual issues for Mississippi State University/SMART shall be:

Don Buffum
Director Procurement & Contracts
PO Box 5307
Mississippi State, MS 39762
662-324-2861
dbuffum@procurement.msstate.edu

1. SMART shall provide transportation services for the Greater Starkville Development Partnership for the purposes of Football Game Day Shuttle Services. The services will be provided for **Saturday, August 30, 2014 and Saturday, September 6, 2014.**
2. SMART will provide the following equipment with properly licensed and trained drivers:

One trolley and/or shuttle for transportation services between the City of Starkville and the campus of Mississippi State University, three hours prior to and two hours after each football game on the dates specified, during those hours which do not coincide with the regular SMART operating hours of 7:00 a.m. and 8:00 p.m.

A minimum of one trolley and/or shuttle for transportation services between the City of Starkville and the campus of Mississippi State University, three hours prior to and two hours after each home football game on the dates specified.

One transit attendant will be stationed at the campus location for communication and informational purposes for the shuttle drivers and the shuttle passengers.

The maximum number of vehicles provided will be dependent upon the estimated attendance for each game, with a minimum of two trolleys and/or shuttles per home game. Should the expected attendance for a specific game require the addition of more shuttles, the contractors must request the additional desired shuttles at least **5 business days** in advance. Requests for additional shuttles shall be submitted in writing to Jeanette Mitchell-Bailey, Business Manager, at the address provided herein.

The Greater Starkville Development Partnership will pay to SMART six hundred thirteen dollars (\$613.00) per game for one trolley and/or shuttle PLUS and an additional seventy-five dollars (\$75.00) per hour for one trolley and/or shuttle for those hours which do not coincide with the regular SMART operating hours. Should additional shuttles be requested, the charge for each additional shuttle will be seventy-five dollars (\$75) per hour.

3. SMART will invoice the Greater Starkville Development Partnership within 15 days after completion of services. Payment by check to SMART shall be made within 45 days after receipt of invoice and the completion of acceptable services.
4. The terms and conditions set forth below shall apply to this agreement:
5. **No Obligation by the Federal Government.**
 - (1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser,

Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

6. Program Fraud and False or Fraudulent Statements or Related Acts.

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transportation Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

7. Access to Records - The following access to records requirements apply to this Contract:

- (1) Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (2) Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the

Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
 - (5) FTA does not require the inclusion of these requirements in subcontracts.
8. **Federal Changes** - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.
9. **Termination for Convenience (General Provision)** Mississippi State University may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to MSU to be paid the Contractor. If the Contractor has any property in its possession belonging to MSU, the Contractor will account for the same, and dispose of it in the manner MSU directs.
10. **Civil Rights** - The following requirements apply to the underlying contract:
- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- (4) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MSU deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

11. **Incorporation of Federal Transit Administration (FTA) Terms** - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

12. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- (2) The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- (3) The certification in this clause is a material representation of fact relied upon by **Mississippi State University**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Mississippi State University** the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. **Disputes** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by MSU's Director of Procurement and Contracts. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

- (1) **Performance During Dispute** - Unless otherwise directed by the Greater Starkville Development Partnership, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (2) **Claims for Damages** - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- (3) **Remedies** - Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Contractor and SMART arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State of Mississippi.

14. **Rights and Remedies** - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Contractor or SMART shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15. **Lobbying**

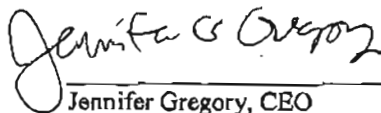
- (1) Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.
- (2) Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]
 - a. Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- b. Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.
- (3) Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
 - (a) Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.
- (4) **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- (5) **APPENDIX A, 49 CFR PART 20—CERTIFICATION REGARDING LOBBYING**
- (6) **Certification for Contracts, Grants, Loans, and Cooperative Agreements**
 - a. *(To be submitted with each bid or offer exceeding \$100,000)*
 - b. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - c. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement,

and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- d. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (7) The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (8) 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (9) [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Approved:



Jennifer Gregory, CEO
Greater Starkville Development Partnership



Don Buffum, CPPO, Director of
Procurement and Contracts, MSU

Memorandum of Understanding

The purpose of this Memorandum of Understanding is to formalize the terms and conditions related to the use of transportation services by the Greater Starkville Development Partnership ("Contractor") and Mississippi State University, by and on behalf of the Starkville MSU Area Rapid Transit ("SMART").

Unless otherwise stated, the contact person for the Greater Starkville Development Partnership shall be:

Jennifer Gregory, CEO
Greater Starkville Development Partnership
200 East Main Street
Starkville, MS 39762
662-323-3322
jgregory@starkville.org

The contact person related to services for Mississippi State University/SMART shall be:

Jeanette Mitchell-Bailey
Business Manager
P.O. Box 6350
Mississippi State, MS 39762
662-325-0407
jcm88@transportation.msstate.edu

The contact person related to contractual issues for Mississippi State University/SMART shall be:

Don Buffum
Director Procurement & Contracts
PO Box 5307
Mississippi State, MS 39762
662-324-2861
dbuffum@procurement.msstate.edu

1. SMART shall provide transportation services to the Contractor for the purposes of Football Game Day Shuttle Services. The services will be provided on Saturday of each

2014 MSU home football game beginning on October 4, 2014 and ending on November 22, 2014.

2. SMART will provide the following equipment with properly licensed and trained drivers:

One trolley and/or shuttle for transportation services between the City of Starkville and the campus of Mississippi State University, three hours prior to and two hours after each football game on the dates specified, during those hours which do not coincide with the regular SMART operating hours of 7:00 a.m. and 8:00 p.m.

One transit attendant will be stationed at the campus location for communication and informational purposes for the shuttle drivers and the shuttle passengers.

Should the expected attendance for a specific game require the addition of more shuttles, the contractors must request the additional desired shuttles at least **5 business days** in advance. Requests for additional shuttles shall be submitted **in writing** to Jeanette Mitchell-Bailey, Business Manager, at the address provided herein.

The Contractor will pay to SMART six hundred thirteen dollars (\$613.00) per game for one trolley and/or shuttle PLUS and an additional seventy-five dollars (\$75.00) per hour for one trolley and/or shuttle for those hours which do not coincide with the regular SMART operating hours. Should additional shuttles be requested, the charge for each additional shuttle will be seventy-five dollars (\$75) per hour.

3. SMART will invoice the Contractor within 15 days after completion of services. Payment by check to SMART shall be made within 45 days after receipt of invoice and the completion of acceptable services.

4. **No Obligation by the Federal Government.**

- (1) SMART and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SMART, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

5. **Program Fraud and False or Fraudulent Statements or Related Acts.**

- (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining

to the underlying contract or the Federal Transportation Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

- (2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

6. Access to Records. The following access to records requirements apply to this Contract:

- (1) Where SMART is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide SMART, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
- (2) Where SMART enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide SMART, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until SMART, the FTA

Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

(5) FTA does not require the inclusion of these requirements in subcontracts.

7. **Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SMART and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8. **Termination for Convenience (General Provision).** SMART may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMART to be paid. If the Contractor has any property in its possession belonging to SMART, the Contractor will account for the same, and dispose of it in the manner SMART directs.

9. **Civil Rights.** The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any

applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- (4) The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MSU deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

10. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby

incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

11. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- (2) The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- (3) The certification in this clause is a material representation of fact relied upon by **Mississippi State University**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Mississippi State University** the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Disputes. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. All claims, counterclaims, disputes and other matters in question between the Contractor and SMART arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State of Mississippi.

13. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Contractor or SMART shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or

failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

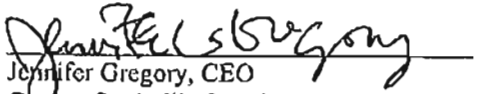
14. Lobbying

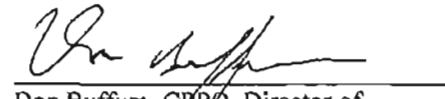
- (1) Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.
- (2) Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]
 - a. Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)
 - b. Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.
- (3) Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
 - (a) Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.
- (4) **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

- (5) APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
- (6) Certification for Contracts, Grants, Loans, and Cooperative Agreements
- a. *(To be submitted with each bid or offer exceeding \$100,000)*
 - b. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - c. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - d. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
- (7) The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (8) 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (9) [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Approved:


Jennifer Gregory, CEO
Greater Starkville Development Partnership


Don Buffum, CPPO, Director of
Procurement and Contracts, MSU



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-7-14
PAGE: 1 of 1

SUBJECT: Request Approval to Accept the MDOT Matching Grant for the AIP Project No. 3-28-0068-019-2014 for Improvement for Runway Safety Area (RSA) East Side of Runway from Center Connecting Taxiway to South End of RSA on George M. Bryan Field; Conduct Environmental Assessment in the Amount of \$33,816.00

AMOUNT & SOURCE OF FUNDING: \$33,816 (5%) from MDOT

FISCAL NOTE: Approved by the Starkville/Oktibbeha County Airport Board on July 21, 2014

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln, Airport Manager

FOR MORE INFORMATION CONTACT: Andy Fultz, Chairman, Airport Board

PRIOR BOARD ACTION: BOA Accepted the FAA AIP Grant 3-28-0068-019-2014 Offer on August 5, 2014 in the amount of \$608,697.00

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: October 24, 2014

STAFF RECOMMENDATION: Airport Board Recommends Approval to Accept the MDOT Matching Grant for the AIP Project No. 3-28-0068-019-2014 for Improvement for Runway Safety Area (RSA) East Side of Runway from Center Connecting Taxiway to South End of RSA on George M. Bryan Field; Conduct Environmental Assessment in the Amount of \$33,816.00

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Melinda L. McGrath
Executive Director

Lisa M. Hancock
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

P. O. Box 1850 / Jackson, MS 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / GoMDOT.com

AERONAUTICS DIVISION

(601) 359-7850
Fax: (601) 359-7855

September 23, 2014

Mr. Rodney Lincoln
Starkville/Oktibbeha County Airport Board
P.O. Box 1424
Starkville, MS 39759

Re: MDOT Matching Grant
George M. Bryan Field Airport
AIP Project No. 3-28-0068-019-2014

Dear Mr. Lincoln: 

Enclosed are two copies of an Airport Agreement to provide \$33,816, which is one-half of the local share of the referenced project cost (5% of the total cost). If there are any cost overruns on the project you will be responsible for funding the 10% local share of the additional cost.

There is a state requirement that all recipients of state funds be enrolled in E-Verify Program. This is not your Tax ID number or your CCR number. If you have not already enrolled to get your EV number, please go to www.uscis.gov and follow the links.

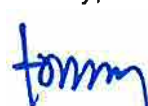
If you find the offer satisfactory, please complete Part II Acceptance and the E-Verify Certification in Attachment C, and return all unfolded original executed agreements by **October 24, 2014** to the following mailing address:

MDOT – Aeronautics
P.O. Box 1850
Jackson, MS 39215-1850

Upon receipt, the Executive Director will execute the grant and an original will be mailed back to you.

If you have any questions, please call me at (601) 359-7850 or email at tbooth@mdot.ms.gov.

Sincerely,


Thomas M. Booth, Jr., P.E.
Director of Aeronautics

Enclosures

AIRPORT DEVELOPMENT AGREEMENT

Project No. AIP-3-28-0068-019-2014

George M. Bryan Field Airport

PART I - OFFER

TO: **City of Starkville, Mississippi**
(hereinafter referred to as the SPONSOR)

FROM: **The MISSISSIPPI TRANSPORTATION COMMISSION**
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The SPONSOR submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the **George M. Bryan Field Airport** (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated **July 23, 2014** for Airport Improvement Project No. 3-28-0068-019-2014 (hereinafter referred to as Project) consisting of the following:

"Improve runway safety area."

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the SPONSOR'S ten percent (10%) share of the Project costs;

NOW, THEREFORE, The COMMISSION HEREBY OFFERS AND AGREES to pay as the COMMISSION'S share, **\$33,816**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the SPONSOR'S share of the final eligible Project costs.
2. The SPONSOR shall:

- a. expend an amount equal to, or greater than, five percent (5%) of the final Project costs.
 - b. carry out and complete the project **by December 30, 2017**, and in accordance with the approved plans and specifications or contracts for the project, incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.
3. The SPONSOR is obligated to pay the full 10% sponsor share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the SPONSOR.
6. This Offer shall expire and the COMMISSION shall not be obligated to pay any part of the costs of the Project unless this Offer has been accepted by the SPONSOR on or before **October 24, 2014** or such subsequent date as may be prescribed in writing by the COMMISSION.
7. The SPONSOR shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
8. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
9. The SPONSOR shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
10. The SPONSOR will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The SPONSOR'S acceptance of this Offer shall be evidenced by execution of this instrument by the SPONSOR and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the SPONSOR with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the SPONSOR'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2014.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Melinda L. McGrath, PE

PART II - ACCEPTANCE

The **City of Starkville, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the ____ day of _____, 2014.

City of Starkville, Mississippi

Attest: _____

(Title)

By: _____

(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The SPONSOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The SPONSOR agrees to maintain records of such compliance and, upon request of the State and **approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The SPONSOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The SPONSOR understands and agrees that any breach of these warranties may subject the SPONSOR to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the SPONSOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the SPONSOR would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. The SPONSOR is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the SPONSOR and SUBCONTRACTOR/SUBRECIPIENT[s], if any, are registered and participating in E-Verify prior to execution of this GRANT.

It is agreed by the parties that no person employed by the SPONSOR pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____
_____, Authorized Officer or Agent

Date

Printed Name of Authorized Officer or Agent of
the SPONSOR

Title of Authorized Officer or Agent of
the SPONSOR

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: X.I.2.
AGENDA DATE: 10-7-14
PAGE: 1 of 4**

SUBJECT: Request approval to accept the fixed rate quote of 2.84% from Bancorp South for the \$271,505.00 match required to construct an 8-unit T-hanger and Apron on George M. Bryan field.

FISCAL NOTE: Loan Approved by the Starkville/Oktibbeha County Airport Board

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln, Airport Manager

FOR MORE INFORMATION CONTACT: Andy Fultz, Chairman, Airport Board

PRIOR BOARD ACTION: BOA Accepted the MDOT Multi-Modal Grant Project No. MM-0068-0615 in the Amount of \$397,816.00 with permission to acquire a loan for the match of \$271,505.00 for a total project of \$669,321.00 on July 15, 2014.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: Quotes Received: Bancorp South.....2.84% FIXED
MS Dev Authority....3.00% fixed

Cadence Bank.....2.615% *minimum-maximum unknown prior to closing.*
Interpreted by airport staff as no bid

DEADLINE: Airport anticipates early payoff of loan from rental income derived from new hangers.

STAFF RECOMMENDATION: Recommendation to approve the fixed rate quote of 2.84% from Bancorp South for the \$271,505.00 match required to construct an 8-unit T-hanger and Apron on George M. Bryan field to be paid in 40 quarterly payments.



October 1, 2014

City of Starkville
Attn: Lesa Hardin, City Clerk
101 E Lampkin Street
Starkville, MS 39759

Dear Mrs. Hardin,

Thank you for the opportunity to give a quote on the \$271,505 needed to construct a new hanger at the City of Starkville Airport. BancorpSouth quotes an interest rate of **2.84% fixed for ten (10) years**. Repayment will be in the form of 40 quarterly principal and interest payments (fully amortized). This quote assumes the transaction is "tax free" and is subject to the following:

1. An official written opinion from a qualified attorney certifying that the loan qualifies as a 'Tax Free' loan. The attorney's opinion must specifically state that the loan is a 'qualified tax-free obligation' under Section 265(b)(3) of the Code and should be so treated by the Internal Revenue Service.
2. A copy of the City's 8038G or 8038GC form filed with the IRS.
3. Final underwriting and approval.

Respectfully,

John M Rigdon
Senior Vice President

No
penalty for early payoff - confirmed -

Lesa Hardin

From: Phylis Benson <PBenson@GTPDD.com>
Sent: Wednesday, September 10, 2014 4:21 PM
To: 'Lesa Hardin'
Subject: RE: Request for Loan Quote
Attachments: Phylis Benson.vcf; _Certification_.txt

MDA has the Airport Loan, just like the CAP Loan program that Doug taps into. 3% interest with an annual payment for 10 years. I just talked with Chuck Mobley at MDA and he has assured me that they have plenty of money to cover Starkville's request. The only drawback is that it will take about 60-90 days to get the money.....Board approves a resolution of intent, it runs in the SDN once a week for four consecutive weeks and then the Board passes another resolution if there are no objections from the public (just like the CAP loan. FYI - Starkville utilized this program in 2012, made one payment and then retired the debt.

Let me know if the City is interested and I need to present it to the Board.

Phylis

-----Original Message-----

From: Lesa Hardin [mailto:l.hardin@cityofstarkville.org]
Sent: Wednesday, September 10, 2014 3:19 PM
To: Phylis Benson
Subject: Request for Loan Quote

Phylis, Oh one who knows all worth knowing, Who would I send this to at MDA to see if they will quote on it - at the request of Rodney Lincoln?

Thanks, Lesa

-----Original Message-----

From: Starkville City Clerk [mailto:scanner@cityofstarkville.org]
Sent: Wednesday, September 10, 2014 1:41 PM
To: Lesa Hardin
Subject: Attached Image

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3485 / Virus Database: 4015/8187 - Release Date: 09/10/14

September 29, 2014

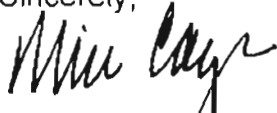
Lisa Hardin
City Clerk, City of Starkville
101 E Lampkin Street
Starkville, MS 39759

RE: \$271,505.00 for construction of 8 Unit T-hanger and Apron on George M. Bryan
Field in Starkville

Dear Ms. Hardin,

Cadence quote is New York Prime Interest Rate plus .50(½% fixed for 10 years at the time of the loan closing). The present rate if loan funded today would be 2.615%. New York Prime could change between now and your anticipated funding date of March 15, 2015. Cadence would also require a letter from the City Attorney indicating that this transaction would be tax exempt (bank qualified). There would be no closing cost associated with this loan and no prepayment penalty for early payoff. The City would be required to furnish all necessary documentation to close the loan. If you have any questions please call me.

Sincerely,



Mike Cayson
President Starkville



September 10, 2014

Request for Loan Quotes

The City of Starkville Airport has been approved for a grant from MDOT in the amount of \$397,816.00 to construct an 8-unit T-hanger and Apron on George M. Bryan Field in Starkville. The match needed is \$271,505.00. The total cost of the project is \$669,321.00.

We are requesting a quote from you for this amount, \$271,505.00, to be paid back quarterly over ten years, with no penalty for early payoff. Construction will begin approximately January of 2015 and we anticipate needing to obtain this money by March 2015 with first payment estimated to be July 1, 2015.

Please send sealed quotes to Lesa Hardin, City Clerk, 101 E Lampkin Street, Starkville, MS 39759. For questions, please call 662-323-2525 ext.117. For any questions concerning the construction please call Rodney Lincoln, Airport Manager, at 662-418-5900.

We look forward to receiving your quote by 5 pm October 1, 2014 and will award the loan to the lowest and or best quote at the October 7 meeting of the Mayor and Board of Aldermen.

Sincerely,

Lesla Hardin
City Clerk, City of Starkville
101 E Lampkin Street
Starkville, MS 39759



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7-15-14
PAGE: 1 of 1

SUBJECT: Request Approval to Accept an MDOT Multi-Modal Grant Project No. MM-0068-0615 in the Amount of \$397,816.00 to Construct an 8-Unit T-Hangar and Apron on George M. Bryan Field and Search for the Best Loan Regarding the Balance of the Project

AMOUNT & SOURCE OF FUNDING: Principal Loan Amount of \$271,505.00 for a Project Total of \$669,321.00

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Andy Fultz, Chairman, Airport Board

FOR MORE INFORMATION CONTACT: Rodney Lincoln, Airport Manager 418-5900

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Airport Board Approves Acceptance of this Loan and Request Permission to Acquire a Loan for the Balance of this 8-Unit T-Hangar Building and Apron



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.a
AGENDA DATE: 10/07/2014
PAGE: 1 of**

SUBJECT: Street/Sidewalk Closing Permit for the SFPE Hannah Pote Run for Education

AMOUNT & SOURCE OF FUNDING: The estimated cost to the City is \$450.00 with the funding being indirectly associated with the cost of city services from the Police Department.

Estimated costs of the City's in-kind services for the SFPE Hannah Pote Run for Education:

Police Department	\$	<u>450.00</u>
TOTAL	\$	450.00

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders @ (662) 323-2525, Ext. 119

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION:



STREET/SIDEWALK CLOSING PERMIT APPLICATION

City of Starkville Building Department

City Hall, 101 E. Lampkin Street

Starkville, Mississippi 39759-2944

Phone: (662) 323-8012 Fax: (662) 323-4143

e-mail: buildingdept@cityofstarkville.org

Applicant's Name Tracy Wetherbee Cell Number 662-722-0313
Organization Name SFPE Hannah Pote Run for Education Phone Number 662-324-0077
Address P.O. Box 2307 City, State ZIP Starkville, MS 39759
On-Site Contact Tracy Wetherbee Cell Number 662-722-0313

Exact Location of Closing Spruill Ind. Rd. (M. Jey, Airport, Pollard, Industrial one-lane)
Date and Times of Closing (From) 11/1/14 (DATE) 5:00am (TIME) (To) 11/1/14 (DATE) 11:00am (TIME)
Reason for Closing: ☐ Construction ☐ Maintenance ☐ Clean-Up ☒ Other SK road race
Will street closing require Police or Fire presence? ☒ Yes ☐ No If yes, who? Police
Will street closing require City Utility presence? ☐ Yes ☒ No If yes, who? _____
Is street closing requested as part of a Special Event? ☒ Yes ☐ No (If "yes," Approval by Mayor and Board is Required)

NOTIFICATION AND SIGNATURE OF THE FOLLOWING REQUIRED PRIOR TO APPROVAL

Engineering/Street Dept on <u>9/23/14</u>	Traffic Control Plan Reviewed by <u>None provided</u>
By <u>S. Kemp</u>	_____, City Engineer
Police Department on _____	Fire Department on <u>9-23-14</u>
By <u>Mark Bailey</u>	By <u>Mark Bailey</u>
Public Services Department on <u>9/23/14</u>	Electric Department on <u>9/23/14</u>
By <u>[Signature]</u>	By <u>[Signature]</u>
Building Department on <u>9-23-14</u>	Sanitation Department on <u>9/23/2014</u>
By <u>[Signature]</u>	By <u>[Signature]</u>

I understand that in consideration for the issuance of the requested street closing permit, that I, the permittee, shall assume total responsibility for final cleanup and removal of all trash, debris, and other construction materials or residue generated as a result of this permit. I assume total responsibility for any damage to public property and street right-of-ways upon determination by City inspection. I assume responsibility for maintaining a safe environment for vehicles, pedestrians and personnel. By way of granting a permit for street/sidewalk closure, the City of Starkville shall not assume any liability for any activity associated with this permit and the applicant agrees to hold harmless the City of Starkville from all liability and will indemnify and defend the City there from.

Submitted By Tracy Wetherbee Date 9/11/14

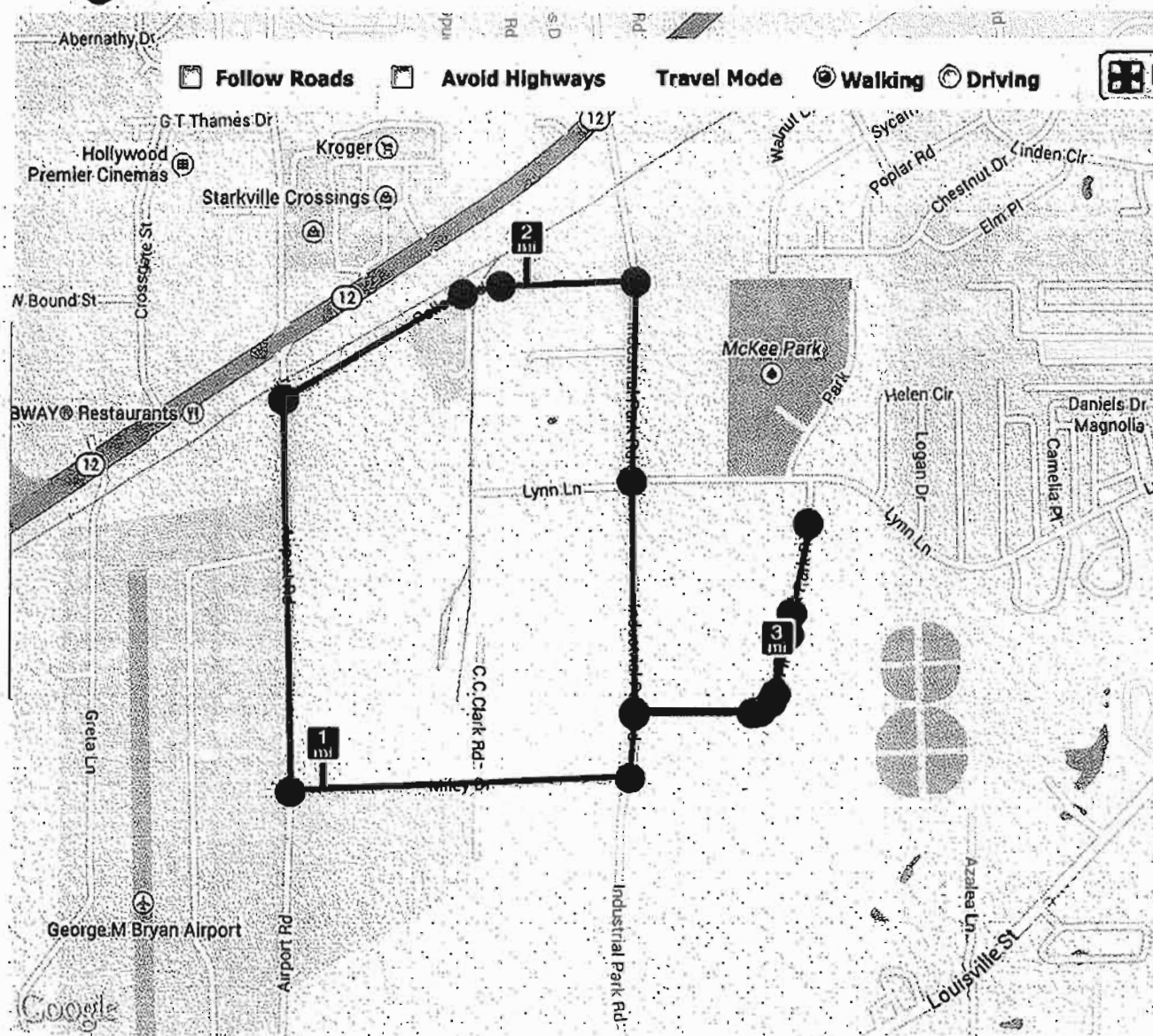
Permit Approved By _____ Date _____

Regis



RUN MY ROUTE

R

It's gone. [Undo](#)

What was wrong with this ad?

☐ Inappropriate ☐ Repetitive ☐ Irrelevant

Daniel Havelin

From: Mark Ballard <mballard@cityofstarkville.org>
Sent: Tuesday, September 30, 2014 5:19 PM
To: 'Daniel Havelin'
Subject: FW: Street Closing Application

Here is what I sent earlier.
Thanks
Mark

From: Mark Ballard [<mailto:mballard@cityofstarkville.org>]
Sent: Thursday, September 18, 2014 1:52 PM
To: 'Daniel Havelin'
Subject: RE: Street Closing Application

Hey Daniel,
This is a 6 hour closing so the expenses are up. We will direct 3 officers specifically for the this event. The costs will be \$450. I do not see how we adequately cut off the streets for less.
Thanks
Mark

From: Daniel Havelin [<mailto:d.havelin@cityofstarkville.org>]
Sent: Friday, September 12, 2014 11:35 AM
To: Mark Ballard
Subject: Street Closing Application

Mark,
Attached is another application for a street closure. This one is for a 5k run. Let me know what your cost is going to be and stop by my office to sign the application. It will be sitting on top of my computer.

Daniel Havelin, PLA | City Planner
City of Starkville
101 East Lampkin Street | Starkville | MS 39759-2944
Ph: 662.323.2525 ext: 136
www.cityofstarkville.org

No virus found in this message.
Checked by AVG - www.avg.com
Version: 2014.0.4765 / Virus Database: 4025/8301 - Release Date: 09/30/14



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.b
AGENDA DATE: 10/07/2014
PAGE: 1 of**

SUBJECT: LW 14-07: Landscape Waiver requests pertaining to The Frederick :

Waiver Request #1: Section 6-A – Request relief from the strip dimension and canopy tree requirements.

There are no interior parking area locations above or below the retaining wall where canopy trees may mature to their full growth habit without either adversely affecting the retaining wall itself or the buildable area of Phase II. Please waive these canopy tree requirements as long as we adhere to the current site plan.

Waiver Request #2 -1: Section 6-B – Request for relief from the perimeter landscaping Requirements

Because of the intensively cultivated shade-intolerant plantings along the north and a continuous stand of trees along the east, the applicant is requesting a waiver from the requirement to accommodate additional canopy trees at the exterior edges of vehicular areas. The north planting bed, created in 2012, is less than five feet wide. Please grandfather it in if possible.

Waiver Request #2-2: Section 6-B – Request for relief from the perimeter landscaping Requirements

Because of the Freedmen cemetery parkland lining the site's full eastern border, the applicant would appreciate having the five foot buffer requirement waived.

BOARD AND COMMISSION ACTION: The Tree Advisory Board 's recommendations from the October 1, 2014, meeting:

Waiver Request #1: Approval (3-1) of a Waiver from Section 6-A for strip dimension and canopy tree requirements.

Waiver Request #2-1: Approval (4-0) of Waiver from Section 6-B – Request for relief from the perimeter landscaping requirements, with Conditions:

- 1.) Two parking spaces in the southwest corner of property must be used for green space.

Waiver Request #2-2: Approval (4-0) of Waiver Section 6-B – Request from the perimeter landscaping requirements

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Tree Advisory Board
FROM: Daniel Havelin (662-323-2525 ext. 136)
SUBJECT: LW 14-07: The Frederick
DATE: October 1, 2014

AREA/BACKGROUND:

The Camp Family plans to construct two six unit apartment buildings with a future phase with a possible hotel on University Drive across the street from Odd Fellows Cemetery. The name of the development is The Frederick. The site is approximately +/- 1 acre and is zone T-6. The applicant has started the Development Review Committee process and is currently revising the site plans per committee member comments. Due to the limited amount of space of this infill project, the applicant is seeking relief on some of the landscape requirements.

Please see Attachment 1-8.

LANDSCAPE WAIVER REQUEST:

The Camp Family is seeking a Landscape Waiver for:

1. The Canopy Tree requirement for the Interior Parking area.
2. The Dimensional requirement for the Perimeter Parking area landscape
3. The Canopy Tree requirement for the Perimeter Parking area.

Applicant Statement

Waiver Request #1

We are requesting relief from the strip dimension and canopy tree requirements.

Code Reference

Ordinance 2013-04, Section 6-A

Request

1. There are no interior parking area locations above or below the retaining wall where canopy trees may mature to their full growth habit without either adversely affecting the retaining wall itself or the buildable area of Phase II. Please waive these canopy tree requirements as long as we adhere to the current site plan.

Waiver Request #2

We are requesting relief from the perimeter landscaping requirements.

Code Reference

Ordinance 2013-04, Section 6-B

Request

When the total site is just an acre, it is expedient to put vehicular circulation at the perimeter so as to maintain an undivided footprint for a primary building.

1. Because of the intensively cultivated shade-intolerant plantings along the north and a continuous stand of trees along the east, the applicant is requesting a waiver from the requirement to accommodate additional canopy trees at the exterior edges of vehicular areas. The north planting bed, created in 2012, is less than five feet wide. Please grandfather it in if possible.
2. Because of the Freedmen cemetery parkland lining the site's full eastern border, the applicant would appreciate having the five foot buffer requirement waived.

REQUEST FOR LANDSCAPE WAIVER
City of Starkville Planning & Zoning Commission
City Hall, 101 E. Lampkin Street
Starkville, Mississippi 39759-2944
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org



APPLICANT / AGENT INFORMATION

Name: The Dan Camp Family Real Estate Co. Phone: 662-323-5132
Address: 104 1/2 Maxwell Street, Starkville
E-mail address: thecottondistrict@gmail.com

PROPERTY OWNER INFORMATION

Name: The Dan Camp Family Real Estate Co. Phone: 662-323-5132
Address: 104 1/2 Maxwell Street, Starkville
E-mail address: thecottondistrict@gmail.com

If different from applicant, please attach notarized letter of authorization.

APPLICATION INFORMATION

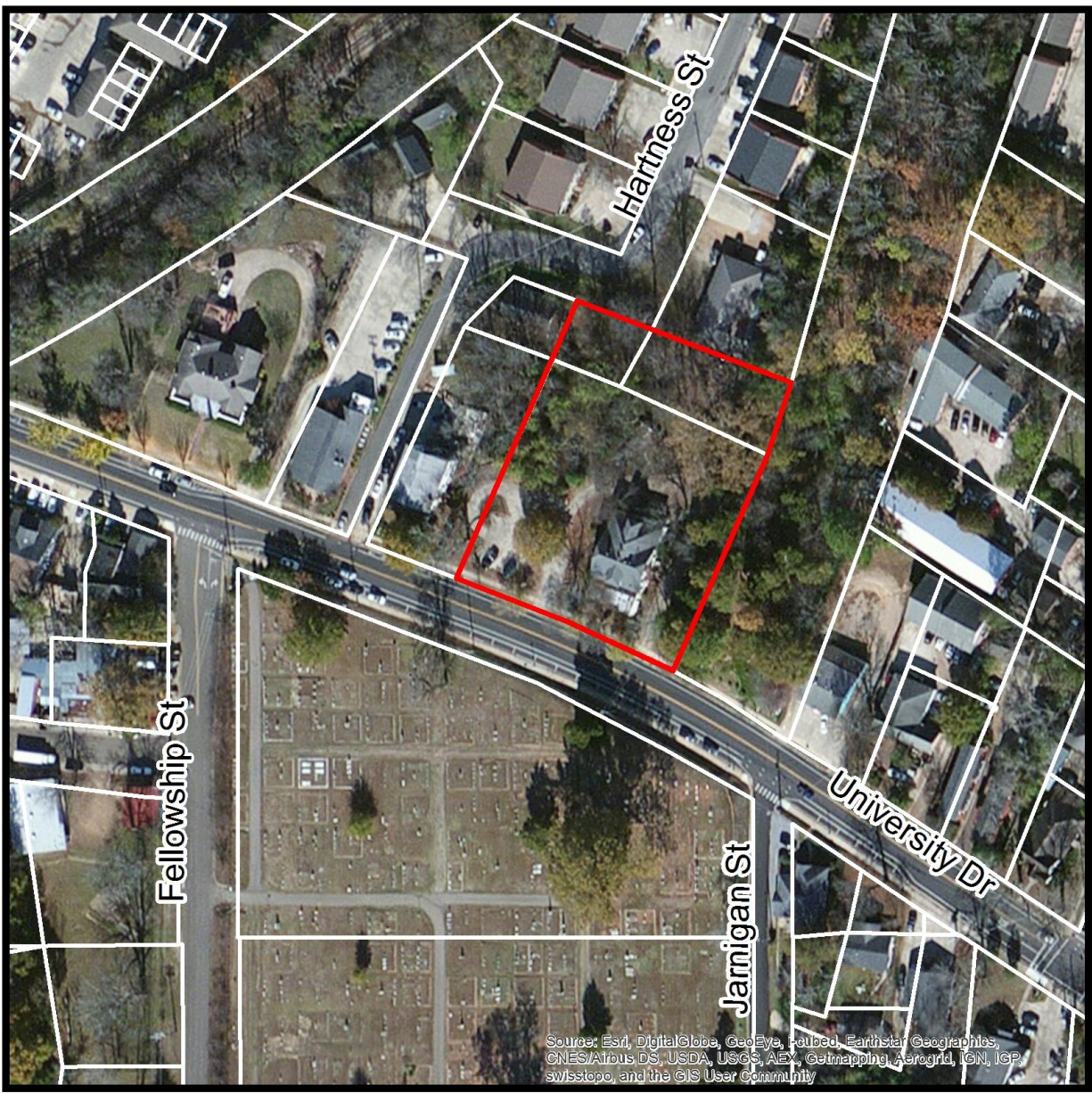
Street Address/Location: 517 University Drive, Starkville
Tax Map/Parcel ID Number: 117M-00-193.00 Zoning: T-6
Legal Description: Lots 15 and 16 and Pt. Lot 12 City Block 27
(Attach separate sheet if necessary)
Waiver From: Ordinance 2013-04, Section 6A & 6B

Submittal deadline is approximately 30 days prior to proposed public hearing date; please refer to P&Z schedule.

☐ Application Fee ☐ Drawings ☐ Notarized Owner Authorization

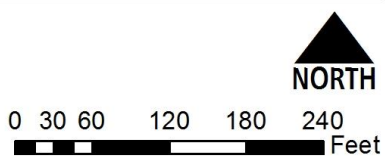
Submitted by: _____ Date: _____

Attachment 1
LW 14-07 Aerial



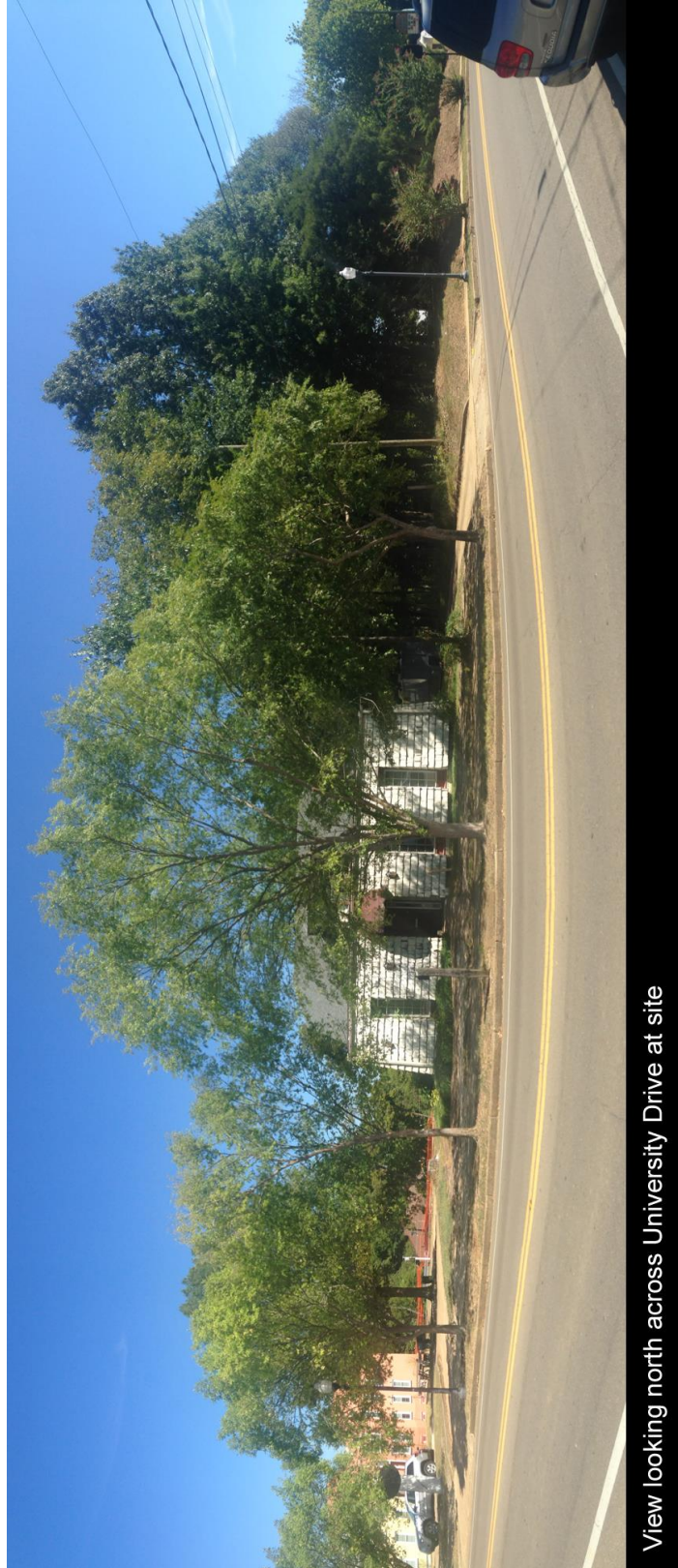
Legend

 Property



Attachment 2
LW 14-07 Birds Eye View





View looking north across University Drive at site

Attachment 4 and 5



View looking north down eastern property line.



View looking north at northeast property line

Attachment 6 and 7



View looking northwest at northern property line



View looking north along western property line





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.c
AGENDA DATE: 10/07/2014
PAGE: 1 of**

SUBJECT: Special Event request by the Grater Starkville Partnership for the Pumpkinpalooza 2014.

AMOUNT & SOURCE OF FUNDING: The estimated cost to the City is \$1, 503.91 with the funding being indirectly associated with the cost of city services from multiple departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 750.00
Sanitation	\$ 545.00
SED	\$ 208.91
Fire	\$ 0
TOTAL	\$1,503.91

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders @ (662) 323-2525, Ext. 119

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION: Pumpkinpalooza has been an annual event that is held downtown. This year the event will be held on Friday, October 10, 2014.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <u>Jennifer Prather</u>		Organization Name <u>GSOP</u>	
Address <u>200 E. Main St.</u>		City <u>Starkville</u>	State <u>MS</u> Zip <u>39759</u>
E-Mail Address <u>jprather@starkville.org</u>		Web Site Address <u>Visit Starkville.org</u>	
Telephone Number <u>662-323-3222</u>	Facsimile <u>662-323-5815</u>	Mobile Number <u>662-418-0533</u>	Pager Number
Type of Organization ☐ Individual ☐ Charitable ☐ Non-Profit Organization (501.C3 Tax Identification # _____) ☐ For Profit Organization ☒ Other <u>Partnership</u>			
On-Site Contact <u>Jennifer Prather</u>		Mobile Number for On-Site Contact <u>418-0533</u>	

EVENT INFORMATION

Event Name <u>Pumpkinpalooza</u>		Event Date(s) <u>10/10/14</u>		Time <u>6-8pm</u>
Type of Event: (check all that apply)	☒ Carnival	☐ Fundraiser	☐ Run/Walk	
	☐ Concert/Performance	☐ Parade	☐ Sports/Recreational	
	☒ Festival	☐ Private Gathering	☐ Other _____	
	☐ Professional Filming	☐ Reception		
Is this a first time event? ☐ Yes ☒ No If No, date of previous event <u>2009-2013</u> What was past attendance? _____				
Is this event open to the public? ☒ Yes ☐ No		Admission/Entry Fee <u>Free</u>		Estimated Total Budget <u>\$5000</u>
Proposed Area (check all that apply)		☐ Cotton District ☒ Main Street <u>Jackson -> Washington</u> ☐ City Park ☐ Other _____		
Setup: (first item to be loaded in on site) Date: <u>10/10/14</u> Time: <u>3:00 pm</u>		Teardown: (last item removed) Date: <u>10/10/14</u> Time: <u>6:00 pm</u>		Estimated Attendance Participants: <u>6500</u> Spectators: _____ Est # Hotel Rooms: _____
Known Current Sponsor(s) <u>Starkville Main Street, VCC</u>		Beneficiary(ies)		

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☒ Yes ☐ No	If Yes, provide the following: ☒ Recorded Music <u>WLZA</u> ☐ Other (please describe) <u>MSU Band</u>
---	---

If Yes, provide the following: Sound System ☐ Yes ☒ No Lighting System ☐ Yes ☒ No Stage ☐ Yes ☒ No Dance Floor ☐ Yes ☒ No	
--	--

Will the event feature food/beverage service? ☐ Yes ☒ No	If Yes, provide Current Known Vendor Names/Telephone #
---	---

Open Flames or Cooking ☐ Yes ☒ No <i>* Please show location of cooking areas on site plan</i> <i>* Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>	Type of Fuel ☐ Gas (check all that apply) ☐ Electric ☐ Charcoal ☐ Other _____
---	---

Does the event propose closing, blocking or using public streets? ☒ Yes ☐ No If yes, a road closure plan complete with barricades and signage shall be submitted. <u>Site plan attached</u>	Street: _____ ☒ Main Street/University ☐ Russell Street ☐ Other _____	<table border="0"> <tr> <td>Closing</td> <td>Opening</td> </tr> <tr> <td>Day/Time</td> <td>Day/Time</td> </tr> <tr> <td><u>10/10/14 @ 3pm</u></td> <td><u>10/10/14 @ 8pm</u></td> </tr> </table>	Closing	Opening	Day/Time	Day/Time	<u>10/10/14 @ 3pm</u>	<u>10/10/14 @ 8pm</u>
Closing	Opening							
Day/Time	Day/Time							
<u>10/10/14 @ 3pm</u>	<u>10/10/14 @ 8pm</u>							

Tents or Canopies ☐ Yes ☒ No Applicable if larger than 20' x 15'	If Yes, provide the following: Company _____
Approximate Number of Tents/Size(s) _____	

Temporary Perimeter Fencing ☐ Yes ☒ No <i>*Indicate fence locations on site plan</i>	If Yes, provide the following: Company _____ Provide approximate dimensions of fenced area _____
---	---

Restrooms, Dumpsters, Sinks ☐ Yes ☒ No	If Yes, provide the following: Company _____
Other Requirements? ☐ Yes ☐ No Explain _____	Number of: _____ Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks

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Trash Collection	☒ Yes ☐ No	Requirements:	
Street Sweeper	☒ Yes ☐ No	regular game day services	
Extra Pickups	☐ Yes ☐ No	Number of Workers	Hours

Electrical Services	☒ Yes ☐ No	Requirements:	
*Event must use a licensed electrician electrical pedestals - electrical hook ups on light poles @ Washington, Lafayette, Jackson		Supplemental ☐ Generator(s) # _____ Equipment ☐ Light Tower(s) # _____ (Check all that apply)	

Professional Parking/Valet	☐ Yes ☒ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	☒ Yes ☐ No	If Yes, provide the following:		
inflatables jumpers		Company gann Inflatables		
		Contact Name Brandon	Phone 769-2065	

Climate Control	☐ Yes ☒ No	If Yes, provide the following:		
		Company		
		Type	☐ Fan (pedestal, box, etc.)	
		(check all that apply)	☐ Misting Air	
			☐ Air-conditioning	
			☐ Heater(s)	

Pyrotechnics / Laser / Special Effects	☐ Yes ☒ No	If Yes, provide the following:		
		Company		
		Contact Name	Phone	
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget	

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Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.

- | | | |
|---|--|--|
| ☐ a. Animals | ☒ g. Decorator/scenery | ☐ m. Security |
| ☐ b. Barricades | ☐ h. Drawing or raffle | ☐ n. Shuttle bus/tram |
| ☐ c. Bicycles | ☐ i. First Aid Station | ☐ o. Signs/banners |
| ☒ d. Bleachers | ☐ j. Golf Carts | ☐ p. Ticket agent |
| ☐ e. Booths - Vendors handing out items | ☒ k. Inflatable's | ☐ q. Video Production/Photography |
| ☒ f. Booths - Vendors selling | ☒ l. Road Closure | ☐ r. Other _____ |

Explanation of items checked above (list letter for reference):

- Trick or Treating to merchants

- Community Market vendors selling fall goods (f.)

- MSU Pep Rally

- Pumpkin patch (g.)

- MSU Fashion Board live models

- jumpers @ Washington & Jackson (k.)

- road closed - Main St. Jackson → Washington (l.)

- MSU Maroon Madness Basketball Exhibition (d.) - bleachers
Seating limited - provided by MSU Athletics

INSURANCE INFORMATION (Proof of insurance required within 30 days of event)

Name of Insurance Agency		
gem		
Name of Insurance Agent		
Address		
City	State	Zip
Phone	Fax	Policy#

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

gsof Jennifer Prather (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

In the event that the Indemnitor falls or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

City of Starkville - Building Department

101 E. Lampkin Street
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Fax: (662) 323-4143

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY:

Jeffrey L. Peltier
TITLE: *Special Events Projects Coord.*

ATTEST:

BY:

Donna J. Williams



City of Starkville - Building Department
101 E. Lampkin Street
Starkville, MS 39759

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Fax: (662) 323-4143

SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

APPLICANT INFORMATION

This sponsorship request will be attached to and become part of the Event Application

Applicant Name <i>Jennifer Prather</i>		Organization Name <i>JSOP</i>	
Address <i>200 E. Main St.</i>	City <i>Starkville</i>	State <i>MS</i>	Zip <i>39759</i>
E-Mail Address <i>jprather@starkville.org</i>		Web Site Address <i>visit.starkville.org</i>	
Telephone Number <i>662-323-3422</i>	Facsimile <i>662-323-5015</i>	Mobile Number <i>662-418-0533</i>	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other <i>Partnership</i>			

EVENT INFORMATION

Event Name <i>Pumpkin Palooza</i>	Event Date(s) <i>10/10/14</i>	Event Time <i>6-8 pm</i>
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: <i>trash collection electrical services street closure</i> Funding request in dollars:		Other sources of event funding:

City of Starkville - Building Department

101 E. Lampkin Street

Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

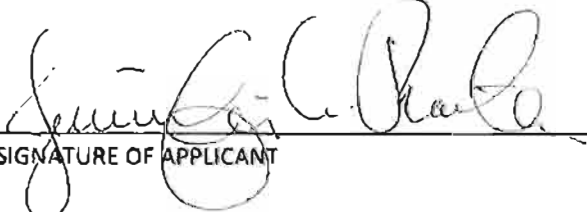
Fax: (662) 323-4143

Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

Radio ☒ Yes ☐ NoTelevision ☒ Yes ☐ NoPrint Ads ☒ Yes ☐ NoPress Release ☒ Yes ☐ NoFliers/Posters ☒ Yes ☐ NoDirect Mail ☒ Yes ☐ NoBillboards ☐ Yes ☐ NoOther ☒ Yes ☐ NoExplain: social media

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aid from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.


SIGNATURE OF APPLICANT8/22/14
DATE



Pumpkin
Patch

N. Jackson St.

N. 11th St.

Court House

closure

Jumper
light pole
electricity

closure

Jumper
light pole
electricity

Hof Court
Basketball
(various businesses)
*dec. from pedestals

VIZA truck
(music)
elec. from light
poles

St. Louisville
Community
Market
Vendors



COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

**Stock
Company**

POLICY NUMBER: PAV0037088

1. NAMED INSURED: GREATER STARKVILLE DEVELOPMENT

2. LIMITS OF INSURANCE - INSURANCE APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.

General Aggregate Limit (Other than Products/Completed Operations)	\$	<u>2,000,000</u>
Products/Completed Operations Aggregate Limit	\$	<u>2,000,000</u>
Each Occurrence Limit	\$	<u>1,000,000</u>
Personal & Advertising Injury Limit	\$	<u>1,000,000</u>
Damage to Premises Rented to You Limit	\$	<u>100,000</u> any one premises
Medical Expense Limit	\$	<u>5,000</u> any one person

3. LOCATIONS of all premises you Own, Rent, or Occupy

	Address	City	State	Zip
No. 1	200 East Main Street	Starkville	MS	39759

				<u>RATES</u>		<u>ADVANCE PREMIUM</u>	
4.	<u>CLASS **</u>	<u>PREMIUM BASIS Code / Exposure</u>		<u>Prod/CO</u>	<u>All Other</u>	<u>Prod/CO</u>	<u>All Other</u>
** If Classifications are Numbered, the coverage applies to the corresponding Location No.							
No. 1	43424	e)	1	INCL	188.000	INCLUDED	188.00
Exhibitions - outside - no stadiums or grandstands							
No. 1	63217	e)	1	INCL	188.000	INCLUDED	188.00
Exhibitions - in buildings - Other than Not-For-Profit							
No. 1	46590	e)	1	INCL	413.000	INCLUDED	413.00
Parades							
No. 1	63217	e)	1	INCL	312.000	INCLUDED	312.00
Exhibitions - in buildings - Other than Not-For-Profit							
No. 1		e)	1	FLAT	50.000	INCLUDED	50.00
Additional Insured							

** If Classifications are Numbered, the coverage applies to the corresponding Location No.

TOTAL: \$ 2,275.00

(a) gross sales - per \$1000	(c) total cost - per \$1000	(m) admissions - per 1000	(e) each
(p) payroll - per \$1000	(a) area - per 1000 sq. ft.	(u) units	(o) other
(t) see classification notes in company or ISO Commercial Lines Manual			

5. Policy may be AUDITABLE

6. SPECIFIC GENERAL LIABILITY FORMS/ENDORSEMENTS
As per S1007 [12-00]

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.



COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

Stock
Company

POLICY NUMBER: PAV0037088

NAMED INSURED: Greater Starkville Development

NO. LOCATIONS of all premises you Own, Rent, or Occupy

NO.	CLASS	PREMIUM BASIS.		RATES		ADVANCE PREMIUM	
		Code	Exposure	Prod/ CO	All Other	Prod/ CO	All Other
1	Waiver of Subrogation	e)	1	FLAT	250.000	INCLUDED	250.00
1	58160 Restaurants, Taverns, Hotels, Motels, including package sales (Liquor Liability)	e)	1	FLAT	250.000	INCLUDED	250.00
1	43424 Exhibitions - outside - no stadiums or grandstands	e)	1	INCL	312.000	INCLUDED	312.00
1	43424 Exhibitions - outside - no stadiums or grandstands	e)	1	INCL	312.000	INCLUDED	312.00

Total Premium This Page \$ See Form S2000

Accumulative Total \$ for Total Premium

(s) gross sales - per \$1000

(c) total cost - per \$1000

(m) admissions - per 1000

(e) each

(p) payroll - per \$1000

(a) area - per 1000 sq. ft.

(u) units

Policy may be AUDITABLE

SPECIFIC GENERAL LIABILITY FORMS/ ENDORSEMENTS

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.

S2001 (10/ 2013)

Page ~~2~~ 1 OF 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Starkville PO Box 927 Starkville, MS 39759	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Starkville PO Box 927 Starkville, MS 39759	
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1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Buddy Sanders

From: Mark Ballard <mballard@cityofstarkville.org>
Sent: Wednesday, October 01, 2014 2:00 PM
To: 'Buddy Sanders'
Subject: RE: 2014 Pumpkinpalooza 2014

Follow Up Flag: Follow up
Flag Status: Flagged

Hey Buddy,
The cost for 6 officers for 5 hours (set up) will be \$750.00
Thanks
Mark

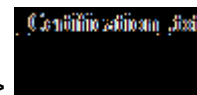
-----Original Appointment-----

From: Buddy Sanders [mailto:b.sanders@cityofstarkville.org]
Sent: Tuesday, September 30, 2014 5:06 PM
To: 'Jennifer Prather'; 'Stein McMullen '; 'Mark McCurdy '; 'Emma Gandy'; 'Jason Horner '; 'Daniel Havelin'; 'Mark Ballard'
Subject: 2014 Pumpkinpalooza 2014
When: Thursday, October 02, 2014 10:00 AM-10:30 AM (UTC-06:00) Central Time (US & Canada).
Where: City Hall - Community Development

I will see everyone at 10:00 AM Thursday. I will need cost. est by 5:00 PM Thursday the 2nd.

Best regards,

Buddy <<...>>



<< File: Pumpkinpalooza 2014.pdf >> << File: _Certification_.htm >>



Emma Gandy
Department Head

Phone: 662-323-2652
Fax: 662-324-4015
emma@cityofstarkville.org

COST ESTIMATE:

Pumpkinpalooza 2014

Labor (5)/Sweeper	\$ 500.00
Garbage Bags (1)	\$ 10.00
Diesel /Fuel	<u>\$ 35.00</u>
Total	\$ 545.00

Buddy Sanders

From: Jason Horner <JasonH@starkvilleelectric.com>
Sent: Thursday, October 02, 2014 3:04 PM
To: Buddy Sanders
Subject: RE: 2014 Pumpkinpalooza 2014

Buddy,

SED's in-kind cost will be the same as last year, \$208.91. If you need anything else let me know.

Thanks,

Jason Horner
System Engineer
Starkville Electric Department

Office (662)323-3133 EXT. 114
Fax (662)324-4025



-----Original Appointment-----

From: Buddy Sanders [<mailto:b.sanders@cityofstarkville.org>]
Sent: Tuesday, September 30, 2014 5:06 PM
To: Jennifer Prather; Stein McMullen ; Mark McCurdy ; Emma Gandy; Jason Horner; Daniel Havelin; Mark Ballard
Subject: 2014 Pumpkinpalooza 2014
When: Thursday, October 02, 2014 10:00 AM-10:30 AM (UTC-06:00) Central Time (US & Canada).
Where: City Hall - Community Development

I will see everyone at 10:00 AM Thursday. I will need cost. est by 5:00 PM Thursday the 2nd.

Best regards,

Buddy <<...>> << File: Pumpkinpalooza 2014.pdf >>

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4765 / Virus Database: 4037/8312 - Release Date: 10/02/14



AGENDA ITEM NO:
AGENDA DATE: **October 7, 2014**

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to execute Energy Efficiency Demonstration Project 2.0 Agreement between City of Starkville, Mississippi, and Tennessee Valley Authority.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

REQUESTING
DEPARTMENT: Electric

DIRECTOR'S **Terry N. Kemp, General Manager**
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Request authorization to execute Energy Efficiency Demonstration Project 2.0 Agreement between City of Starkville, Mississippi, and Tennessee Valley Authority.

SUGGESTED MOTION: “Move approval for Starkville Electric to execute Energy Efficiency Demonstration Project 2.0 Agreement between City of Starkville, Mississippi, and Tennessee Valley Authority..”

ENERGY EFFICIENCY DEMONSTRATION PROJECT 2.0 AGREEMENT
Between
CITY OF STARKVILLE, MISSISSIPPI
And
TENNESSEE VALLEY AUTHORITY

Date: _____

Contract No. 8535

THIS AGREEMENT will confirm the understanding between CITY OF STARKVILLE, MISSISSIPPI (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, with respect to Distributor's participation in a demonstration of energy efficiency systems (Demonstration) to evaluate and test commercially available hyper-efficient technologies at qualified Distributor customers' sites. The Demonstration will be conducted by TVA and its contractor, the Electric Power Research Institute (EPRI);

It is understood and agreed that:

SECTION 1 - DISTRIBUTOR RESPONSIBILITIES

Distributor shall perform the following activities in accordance with the plans and specifications approved by TVA and its designated contractors:

1.1 Participant and Site. TVA and Distributor have selected and approved Distributor's customer, Mississippi State University (Participant), and the Participant's site located at 105 Mill Street, Starkville, Mississippi 39759 (Site) for participation in the Demonstration. Distributor shall cooperate with TVA in collecting the following Site information: demographics, photographs, and electrical and communications information.

1.2 Equipment. All equipment needed to perform the Demonstration will be provided by TVA or EPRI and installed by their designated contractors. Said equipment shall include:

(a) A Commercial Heat Pump Water Heaters package (Technology), which is generally described in Attachment B to this Agreement, "Energy Efficiency Demonstration 2.0, Commercial Heat Pump Water Heaters." Technology will be installed to supplement existing Participant equipment at Site; and

(b) A data collection system (Data Equipment) will also be installed at the Site.

1.3 Troubleshooting. Distributor shall support TVA as needed in troubleshooting the Data Equipment in the event of malfunction.

1.4 Participant Agreement. Distributor shall enter into a Participation Agreement with Participant, the form of which is attached to this Agreement as Attachment C, and ensure that the Participation Agreement is executed by an authorized representative

or officer of Participant. Distributor shall also provide to TVA a copy of the fully executed Participation Agreement. Any proposed changes or revisions to the Participation Agreement must be approved by TVA prior to execution by Distributor and Participant.

1.5 Support. Distributor shall support TVA and its designated contractors in activities that may include, but are not limited to, (a) pertinent case studies for the Demonstration, (b) documenting the equipment installation process (i.e., timeline, photographs, list of problems and their resolutions, etc.), (c) summarizing the salient performance and energy results, and (d) reporting feedback from Participant.

1.6 Collected Data. Upon request by TVA, Distributor shall provide TVA a written release on behalf of Participant for collected Demonstration data to be shared with TVA. The data delivered to and collected by TVA shall be for TVA's and EPRI's exclusive use.

1.7 Reporting. Distributor shall obtain permission from TVA prior to the release of any technical reports, test results, or press releases related to the Demonstration.

1.8 Site Visits and Interviews. Distributor shall support and consent to Participant surveys, interviews, and guided Site visits by TVA's authorized employees and contractors to assess the performance of the Demonstration.

1.9 Other Demonstration Engagement. Distributor shall inform TVA of any similar demonstration(s) in which Distributor is participating, and obtain permission from TVA prior to participating in any demonstration similar to the Demonstration during the term of said Demonstration.

1.10 Technology Transfer. Distributor shall allow TVA to use its name and location of Site when sharing Demonstration results with the public, which may facilitate and promote the transfer and use of the Technology.

SECTION 2 - TVA RESPONSIBILITIES

2.1 Site Information. TVA shall be responsible for collecting the following Site information: demographics, photographs, and electrical and communications information.

2.2 Technology Procurement and Installation. TVA shall, at no expense to Distributor, provide and install, or cause EPRI or its designated contractor(s) to install, all equipment needed to perform the Demonstration.

2.3 Data Collection and Ownership. TVA and Distributor shall cooperate, and Distributor shall cause Participant to cooperate with TVA, in (a) developing and providing specifications for the design and installation of the Data Equipment, and (b) conducting Site Technology transfer activities related to:

- (i) developing pertinent case studies about the Demonstration,
- (ii) documenting the equipment installation process (i.e., timeline, photographs, list of problems and problem resolution, etc.),

- (iii) summarizing the salient performance and energy consumption results, and
- (iv) reporting the feedback from Participant.

TVA, or its contractor(s), will collect data from the Site for the term of this Agreement, and TVA and EPRI shall own said data and test results.

2.4 Technical Advice and Assistance. TVA or EPRI shall endeavor to provide technical advice and assistance related to the Demonstration.

2.5 Analysis. TVA shall, through EPRI, analyze the data collected to verify results, assess performance, and evaluate the overall effectiveness of the Demonstration. TVA and EPRI shall summarize the results, findings, and analysis of the Demonstration and share information with Participant, Distributor and other distributors of TVA power. Furthermore, TVA shall use the results of the Demonstration to assist future Technology application assessments and demonstrations.

SECTION 3 - NOTICES

3.1 Persons to Receive Notice. Any notice required by this Agreement shall be deemed properly given if delivered in writing to the address specified below:
 (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

<u>To Distributor:</u>	<u>To TVA:</u>
General Manager Starkville Electric Department Post Office Box 927 Starkville, Mississippi 39760-0927 Phone: (662) 323-3133, extension 101 E-mail: TerryK@starkvilleelectric.com	Senior Program Manager TVA Technology Innovation 1101 Market Street, BR 5B Chattanooga, Tennessee 37402 Phone: 423-751-4017 Email: sjdelay@tva.gov

3.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 4 - RELEASE OF EQUIPMENT

TVA shall retain title to the Technology and Data Equipment during the term of the Demonstration. At the conclusion of the Demonstration:

- (a) Participant shall assume ownership of the Technology, without further action from the parties, and
- (b) TVA and EPRI shall assume ownership of the Data Equipment, which TVA or its agent(s) shall remove from Site at no cost to Distributor or Participant.

SECTION 5 - RELATIONSHIP OF PARTIES

No party to this Agreement shall be considered the agent or employee of any other party for any purpose under this Agreement, and no party, nor their respective agents or employees, assumes any liability to the other parties or to any third party for any damage to property, both real and personal, including damage in any way connected with the Demonstration; or personal injuries, including death, which might arise out of or be in any way connected with any act or omission of the other parties.

SECTION 6 - LIMITATION OF LIABILITY

To the extent permitted by law, Distributor agrees that TVA and EPRI shall not be liable to Distributor whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, for any special, indirect, incidental, or consequential loss or damage in any way connected with the Demonstration.

SECTION 7 - THIRD PARTIES NOT TO BENEFIT

Notwithstanding any provision of this Agreement that may be interpreted to the contrary, this Agreement shall not confer any benefits or rights on any third party except as specifically set out in this Agreement.

SECTION 8 - TERM OF AGREEMENT

This Agreement is effective as of _____ and shall continue in effect through September 30, 2015. Either party may terminate this Agreement earlier upon thirty (30) days' written notice to the other party.

This Agreement may be amended, modified, or extended only by a writing signed by the parties.

SECTION 9 - ATTACHMENTS

Attachments A, B, and C are made a part of this Agreement. In the event of any conflict between the body of this Agreement and said attachments, this Agreement controls.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:

TENNESSEE VALLEY AUTHORITY

By _____
Senior Manager
Power Customer Contracts

Unless otherwise approved by TVA's Equal Opportunity Staff, recipient shall include the following statement in all handbooks, manuals, pamphlets, and other material ordinarily distributed to the public to describe the program, including, where TVA deems appropriate, notices posted by recipient:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a Federal agency. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and applicable TVA regulations at 18 C.F.R. parts. 1302, 1307, and 1309, no person shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment (including hiring) under the program. If you feel you have been subjected to discrimination as described above, you, personally or by a representative, have the right to file a written complaint with TVA not later than 90 days from the date of the alleged discrimination. The complaint should be sent to Tennessee Valley Authority, Equal Opportunity Staff, 400 West Summit Hill Drive, Knoxville, Tennessee 37902. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.

Energy Efficiency Demonstration 2.0 Commercial Heat Pump Water Heaters

Background, Objectives, and New Learning

Advancing efficient end-use technologies can offer substantial benefits to consumers, utilities, and society. This may result in lower energy bills, energy savings, peak demand reduction, capital investments deferral, and, ultimately, reduced emissions. The Electric Power Research Institute (EPRI) launched the first cycle of a national Energy Efficiency Demonstration in 2009 to begin field testing and demonstrating “hyper-efficient” technologies in residential and commercial settings.

Now EPRI’s Energy Efficiency Demonstration 2.0, a national collaboration among EPRI, electric utilities and participating demonstration hosts, builds on that earlier project by demonstrating a new cycle of high-potential energy-efficient technologies. One of those being tested is Commercial Heat Pump Water Heaters. This project will focus on applying heat pump water heating systems in commercial applications where significant energy savings may be realized. Over the next three years, this national collaborative is expected to assess the field performance of the technology in a variety of field applications.

Commercial Heat Pump Water Heaters

Heat pump water heaters have been shown to save about 50% when compared to energy used by electric resistance water heaters in residential applications. This energy savings has potential to be duplicated and improved upon in commercial applications up to 75%, as shown by lab and field tests. Opportunities for peak demand reduction will be evaluated as well as the use of waste heat that supports additional efficiency improvements. Target applications include facilities with a large amount of domestic hot water use such as healthcare, food service establishments, housing and hotels with restaurant and/or laundry facilities.

The Demonstration will seek to independently quantify energy savings and peak demand reduction using instrumentation and monitoring. Performance factors will be measured under a variety of operating conditions. The Demonstration will also benchmark value and customer satisfaction for commercial heat pump water heaters.

Project Approach and Summary for TVA Sponsored Demonstrations

Commercial Heat Pump Water Heater technologies will be demonstrated at commercial sites with existing water heating systems. The TVA/EPRI collaboration will provide all demonstration equipment, materials, research designs and plans, instrumentation, data monitoring and system maintenance at no expense to the commercial site host (Host). Hosts participating in the demonstration are expected to assist EPRI and TVA in the evaluation, planning and operation of the technology. In addition, Hosts are expected to identify a lead contact from their organization for the demonstration and provide feedback on their experience with the heat pump water system operations. At the end of the demonstration, the commercial heat pump water system exclusive of monitoring instrumentation will be transferred to the Host.

Anticipated Host Benefits:

- Domestic hot water energy cost savings.

- Ancillary benefits such as extra cooling capacity to reduce cooling costs or solve a cooling problem.
- Understanding the energy savings potential of electric heat pump water heaters.
- Experience in applying and utilizing new highly energy efficient equipment.
- Installed equipment is kept by Host in return for participation.

Ranking of Potential Host Sites:

All sites must have a heavy domestic hot water use throughout the year:

1. Site preferably has existing electric water heating, with the opportunity to use the commercial evaporative pre-cooling's "free" cooling capacity to air-condition a space or cool a water loop.
2. Site has existing electric water heating, but no opportunity to use HPWH's "free" cooling benefit for space or water loop cooling
3. Site has existing, older-model gas heating (up to 80 % efficiency), with the opportunity to use the HPWH's "free" cooling capacity to air-condition a space or cool an existing water loop.

Key Research Question - Are the expected energy savings verifiable?

Other research questions include:

- How do commercial heat pump water heaters perform in U.S. buildings?
- Will consumers accept them?
- Are they compatible with different building designs, codes and standards?
- Does trade labor have the skill to support them?
- What obstacles impede adoption of commercial heat pump water heaters by market?

ENERGY EFFICIENCY DEMONSTRATION 2.0 PARTICIPATION AGREEMENT

THIS ENERGY EFFICIENCY DEMONSTRATION 2.0 PARTICIPATION AGREEMENT (Participation Agreement), between Mississippi State University (Participant) and its electric power supplier City of Starkville, Mississippi (Distributor), bears the following recitals:

- I. Participant is a customer, and will remain a customer, of Distributor and volunteers to participate in a pilot demonstration (Demonstration) being conducted by Distributor, and its wholesale supplier of power, Tennessee Valley Authority (TVA), to test, demonstrate and evaluate the use of commercially available hyper-efficient technologies at qualified Distributor customers' sites.
- II. Participant's site, which is located at the address stated under Section 7 below (Site), will be used for the Demonstration by installing Commercial Heat Pump Water Heaters package (Technology) to supplement or replace existing system(s) at Site. Data collection and monitoring equipment (Data Equipment) shall be installed at the Site to collect performance data of Technology.
- III. Technology performance data will be analyzed to verify results, assess performance, and evaluate the overall effectiveness of the Demonstration. A summary of Demonstration results and analysis of the Demonstration will be shared with Participant and will be used to assist future Technology application assessments and demonstrations.

The parties agree as follows:

SECTION 1 - TERM AND TERMINATION

1.1 Effective Date and Term. This Participation Agreement shall become effective as of the date of Distributor's execution under section 8.2 below. Unless sooner terminated as provided under section 1.2 below, it shall remain in effect until September 30, 2015.

1.2 Termination. This Participation Agreement may be terminated by:

- (a) Participant, at any time, upon thirty (30) days' written notice to Distributor, or
- (b) Mutual agreement of all of the parties in writing at any time.

SECTION 2 - EQUIPMENT INSTALLATION AND OWNERSHIP

2.1 Technology and Data Equipment Installation Obligation. At no cost to Participant, Distributor shall cause TVA and its agent, the Electric Power Research Institute (EPRI), to purchase, install, maintain, repair, and replace the Technology and the Data Equipment for term of this Participation Agreement. All installations must be (a) permitted as required by law, (b) installed and certified by a licensed electrician or plumber, and (c) able pass any applicable code inspections.

Participant shall not add additional electric devices to monitored electric circuits, which may adversely affect the performance of the Data Equipment and Technology performance data, unless prior approval is obtained from TVA.

2.2 Technology and Data Equipment Ownership. During the term of this Participation Agreement, the Technology shall remain the property of TVA and, as such, may not be removed from the Site or otherwise disposed of without the written permission of TVA and ownership transfer to Participant.

At the completion of the Demonstration, Participant shall assume full ownership of the Technology, without further action from the parties. Unless TVA and distributor agree otherwise, Participant shall not assume ownership of Technology if Participant provides early termination notice of this Participation Agreement prior to the completion of the Demonstration.

Participant shall have no claim against Distributor, TVA, EPRI, or manufacturer of Technology for any money spent by Participant on electric or communications costs during the term or after the termination of this Participation Agreement.

SECTION 3 - SURVEY

Participant agrees to provide Distributor with survey information and data concerning its use of the Technology and electric consumption at the Site, and hereby provides its permission to Distributor to make such information available to TVA.

SECTION 4 - INDEMNIFICATION AND RELEASE

Participant recognizes and agrees that TVA is a third-party beneficiary of this Participation Agreement. Accordingly, to the extent permitted by law, fullest extent of the authority of Participant to contract under the laws of the State of Mississippi (as such laws may be finally determined by a court of competent jurisdiction, including appellate review if pursued), but only to such extent and without making any representations as to such authority, Participant shall release, indemnify, defend, and save harmless the Distributor, TVA, the United States of America, and their respective officers, agents, employees, and contractors from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, special damages, consequential damages, indirect damages, or loss of life or property sustained by Participant, its agents, contractors, and families, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of the Technology.

The obligations of this Section 4 shall survive termination of this Participation Agreement.

SECTION 5 - DISCLOSURE

Participant understands that Distributor, TVA, or EPRI may publish or disclose to others information obtained from the Demonstration but they will not release, without the prior consent of Participant, information that could personally identify Participant except to employees, contractors, or agents of Distributor, TVA, or EPRI, or when disclosure is required by law.

SECTION 6 - ACCESS

Distributor and TVA shall have access to the Site at reasonable hours, and upon reasonable notice, to install, inspect, test, operate, maintain, repair, replace, or remove the Technology and the Data Equipment.

SECTION 7 - SITE ADDRESS AND NOTICE INFORMATION

7.1 Site Location. Participant's Site is located at the following Address:

105 Mill Street, Starkville, Mississippi 39759 City: Starkville State: Mississippi Zip Code: 39759
--

7.2 Notice Information. Notices given under this Participation Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

<u>Participant:</u>	<u>Distributor:</u>
Mechanical/Energy Engineer Mississippi State University P.O. Box 5208 Mississippi State, Mississippi 39762 Phone: 662-325-5899 Email: JHardy@physplant.msstate.edu	General Manager Starkville Electric Department Post Office Box 927 Starkville, Mississippi 39760 Phone: 662-323-3133, extension 101 E-mail: TerryK@starkvilleelectric.com

Any written notice required by this Participation Agreement shall be deemed properly given if delivered in writing to the address specified above (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

(The remainder of this page is intentionally blank.)

SECTION 8 - SIGNATURES

8.1 Participant Signature

Participant accepted and agreed to the foregoing this ____ day of _____, 2014.

Mississippi State University

Participant's Authorized
Officer Name & Title

Participant's Authorized
Representative Signature

8.2 Distributor Signature.

Distributor accepted and agreed to the foregoing this ____ day of _____, 2014.

City of Starkville, Mississippi

Distributor Representative Name & Title

Distributor Representative Signature

ENERGY EFFICIENCY DEMONSTRATION PROJECT 2.0 AGREEMENT
Between
CITY OF STARKVILLE, MISSISSIPPI
And
TENNESSEE VALLEY AUTHORITY

Date: _____

Contract No. 8535

THIS AGREEMENT will confirm the understanding between CITY OF STARKVILLE, MISSISSIPPI (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi, and TENNESSEE VALLEY AUTHORITY (TVA), a corporation created and existing under and by virtue of the Tennessee Valley Authority Act of 1933, as amended, with respect to Distributor's participation in a demonstration of energy efficiency systems (Demonstration) to evaluate and test commercially available hyper-efficient technologies at qualified Distributor customers' sites. The Demonstration will be conducted by TVA and its contractor, the Electric Power Research Institute (EPRI);

It is understood and agreed that:

SECTION 1 - DISTRIBUTOR RESPONSIBILITIES

Distributor shall perform the following activities in accordance with the plans and specifications approved by TVA and its designated contractors:

1.1 Participant and Site. TVA and Distributor have selected and approved Distributor's customer, Mississippi State University (Participant), and the Participant's site located at 105 Mill Street, Starkville, Mississippi 39759 (Site) for participation in the Demonstration. Distributor shall cooperate with TVA in collecting the following Site information: demographics, photographs, and electrical and communications information.

1.2 Equipment. All equipment needed to perform the Demonstration will be provided by TVA or EPRI and installed by their designated contractors. Said equipment shall include:

(a) A Commercial Heat Pump Water Heaters package (Technology), which is generally described in Attachment B to this Agreement, "Energy Efficiency Demonstration 2.0, Commercial Heat Pump Water Heaters." Technology will be installed to supplement existing Participant equipment at Site; and

(b) A data collection system (Data Equipment) will also be installed at the Site.

1.3 Troubleshooting. Distributor shall support TVA as needed in troubleshooting the Data Equipment in the event of malfunction.

1.4 Participant Agreement. Distributor shall enter into a Participation Agreement with Participant, the form of which is attached to this Agreement as Attachment C, and ensure that the Participation Agreement is executed by an authorized representative

or officer of Participant. Distributor shall also provide to TVA a copy of the fully executed Participation Agreement. Any proposed changes or revisions to the Participation Agreement must be approved by TVA prior to execution by Distributor and Participant.

1.5 Support. Distributor shall support TVA and its designated contractors in activities that may include, but are not limited to, (a) pertinent case studies for the Demonstration, (b) documenting the equipment installation process (i.e., timeline, photographs, list of problems and their resolutions, etc.), (c) summarizing the salient performance and energy results, and (d) reporting feedback from Participant.

1.6 Collected Data. Upon request by TVA, Distributor shall provide TVA a written release on behalf of Participant for collected Demonstration data to be shared with TVA. The data delivered to and collected by TVA shall be for TVA's and EPRI's exclusive use.

1.7 Reporting. Distributor shall obtain permission from TVA prior to the release of any technical reports, test results, or press releases related to the Demonstration.

1.8 Site Visits and Interviews. Distributor shall support and consent to Participant surveys, interviews, and guided Site visits by TVA's authorized employees and contractors to assess the performance of the Demonstration.

1.9 Other Demonstration Engagement. Distributor shall inform TVA of any similar demonstration(s) in which Distributor is participating, and obtain permission from TVA prior to participating in any demonstration similar to the Demonstration during the term of said Demonstration.

1.10 Technology Transfer. Distributor shall allow TVA to use its name and location of Site when sharing Demonstration results with the public, which may facilitate and promote the transfer and use of the Technology.

SECTION 2 - TVA RESPONSIBILITIES

2.1 Site Information. TVA shall be responsible for collecting the following Site information: demographics, photographs, and electrical and communications information.

2.2 Technology Procurement and Installation. TVA shall, at no expense to Distributor, provide and install, or cause EPRI or its designated contractor(s) to install, all equipment needed to perform the Demonstration.

2.3 Data Collection and Ownership. TVA and Distributor shall cooperate, and Distributor shall cause Participant to cooperate with TVA, in (a) developing and providing specifications for the design and installation of the Data Equipment, and (b) conducting Site Technology transfer activities related to:

- (i) developing pertinent case studies about the Demonstration,
- (ii) documenting the equipment installation process (i.e., timeline, photographs, list of problems and problem resolution, etc.),

- (iii) summarizing the salient performance and energy consumption results, and
- (iv) reporting the feedback from Participant.

TVA, or its contractor(s), will collect data from the Site for the term of this Agreement, and TVA and EPRI shall own said data and test results.

2.4 Technical Advice and Assistance. TVA or EPRI shall endeavor to provide technical advice and assistance related to the Demonstration.

2.5 Analysis. TVA shall, through EPRI, analyze the data collected to verify results, assess performance, and evaluate the overall effectiveness of the Demonstration. TVA and EPRI shall summarize the results, findings, and analysis of the Demonstration and share information with Participant, Distributor and other distributors of TVA power. Furthermore, TVA shall use the results of the Demonstration to assist future Technology application assessments and demonstrations.

SECTION 3 - NOTICES

3.1 Persons to Receive Notice. Any notice required by this Agreement shall be deemed properly given if delivered in writing to the address specified below:
 (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

<u>To Distributor:</u>	<u>To TVA:</u>
General Manager Starkville Electric Department Post Office Box 927 Starkville, Mississippi 39760-0927 Phone: (662) 323-3133, extension 101 E-mail: TerryK@starkvilleelectric.com	Senior Program Manager TVA Technology Innovation 1101 Market Street, BR 5B Chattanooga, Tennessee 37402 Phone: 423-751-4017 Email: sjdelay@tva.gov

3.2 Changes in Persons to Receive Notice. The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

SECTION 4 - RELEASE OF EQUIPMENT

TVA shall retain title to the Technology and Data Equipment during the term of the Demonstration. At the conclusion of the Demonstration:

- (a) Participant shall assume ownership of the Technology, without further action from the parties, and
- (b) TVA and EPRI shall assume ownership of the Data Equipment, which TVA or its agent(s) shall remove from Site at no cost to Distributor or Participant.

SECTION 5 - RELATIONSHIP OF PARTIES

No party to this Agreement shall be considered the agent or employee of any other party for any purpose under this Agreement, and no party, nor their respective agents or employees, assumes any liability to the other parties or to any third party for any damage to property, both real and personal, including damage in any way connected with the Demonstration; or personal injuries, including death, which might arise out of or be in any way connected with any act or omission of the other parties.

SECTION 6 - LIMITATION OF LIABILITY

To the extent permitted by law, Distributor agrees that TVA and EPRI shall not be liable to Distributor whether in contract, in tort (including negligence and strict liability), under any warranty, or otherwise, for any special, indirect, incidental, or consequential loss or damage in any way connected with the Demonstration.

SECTION 7 - THIRD PARTIES NOT TO BENEFIT

Notwithstanding any provision of this Agreement that may be interpreted to the contrary, this Agreement shall not confer any benefits or rights on any third party except as specifically set out in this Agreement.

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This Agreement may be amended, modified, or extended only by a writing signed by the parties.

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Attachments A, B, and C are made a part of this Agreement. In the event of any conflict between the body of this Agreement and said attachments, this Agreement controls.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the day and year first above written.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:

TENNESSEE VALLEY AUTHORITY

By _____
Senior Manager
Power Customer Contracts

Unless otherwise approved by TVA's Equal Opportunity Staff, recipient shall include the following statement in all handbooks, manuals, pamphlets, and other material ordinarily distributed to the public to describe the program, including, where TVA deems appropriate, notices posted by recipient:

This program is supported by assistance from the Tennessee Valley Authority (TVA), a Federal agency. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and applicable TVA regulations at 18 C.F.R. parts. 1302, 1307, and 1309, no person shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this program. In addition, no qualified handicapped person shall, on the basis of handicap, be subjected to discrimination in employment (including hiring) under the program. If you feel you have been subjected to discrimination as described above, you, personally or by a representative, have the right to file a written complaint with TVA not later than 90 days from the date of the alleged discrimination. The complaint should be sent to Tennessee Valley Authority, Equal Opportunity Staff, 400 West Summit Hill Drive, Knoxville, Tennessee 37902. A copy of the applicable TVA regulations may be obtained on request by writing TVA at the address given above.

Energy Efficiency Demonstration 2.0 Commercial Heat Pump Water Heaters

Background, Objectives, and New Learning

Advancing efficient end-use technologies can offer substantial benefits to consumers, utilities, and society. This may result in lower energy bills, energy savings, peak demand reduction, capital investments deferral, and, ultimately, reduced emissions. The Electric Power Research Institute (EPRI) launched the first cycle of a national Energy Efficiency Demonstration in 2009 to begin field testing and demonstrating “hyper-efficient” technologies in residential and commercial settings.

Now EPRI’s Energy Efficiency Demonstration 2.0, a national collaboration among EPRI, electric utilities and participating demonstration hosts, builds on that earlier project by demonstrating a new cycle of high-potential energy-efficient technologies. One of those being tested is Commercial Heat Pump Water Heaters. This project will focus on applying heat pump water heating systems in commercial applications where significant energy savings may be realized. Over the next three years, this national collaborative is expected to assess the field performance of the technology in a variety of field applications.

Commercial Heat Pump Water Heaters

Heat pump water heaters have been shown to save about 50% when compared to energy used by electric resistance water heaters in residential applications. This energy savings has potential to be duplicated and improved upon in commercial applications up to 75%, as shown by lab and field tests. Opportunities for peak demand reduction will be evaluated as well as the use of waste heat that supports additional efficiency improvements. Target applications include facilities with a large amount of domestic hot water use such as healthcare, food service establishments, housing and hotels with restaurant and/or laundry facilities.

The Demonstration will seek to independently quantify energy savings and peak demand reduction using instrumentation and monitoring. Performance factors will be measured under a variety of operating conditions. The Demonstration will also benchmark value and customer satisfaction for commercial heat pump water heaters.

Project Approach and Summary for TVA Sponsored Demonstrations

Commercial Heat Pump Water Heater technologies will be demonstrated at commercial sites with existing water heating systems. The TVA/EPRI collaboration will provide all demonstration equipment, materials, research designs and plans, instrumentation, data monitoring and system maintenance at no expense to the commercial site host (Host). Hosts participating in the demonstration are expected to assist EPRI and TVA in the evaluation, planning and operation of the technology. In addition, Hosts are expected to identify a lead contact from their organization for the demonstration and provide feedback on their experience with the heat pump water system operations. At the end of the demonstration, the commercial heat pump water system exclusive of monitoring instrumentation will be transferred to the Host.

Anticipated Host Benefits:

- Domestic hot water energy cost savings.

- Ancillary benefits such as extra cooling capacity to reduce cooling costs or solve a cooling problem.
- Understanding the energy savings potential of electric heat pump water heaters.
- Experience in applying and utilizing new highly energy efficient equipment.
- Installed equipment is kept by Host in return for participation.

Ranking of Potential Host Sites:

All sites must have a heavy domestic hot water use throughout the year:

1. Site preferably has existing electric water heating, with the opportunity to use the commercial evaporative pre-cooling's "free" cooling capacity to air-condition a space or cool a water loop.
2. Site has existing electric water heating, but no opportunity to use HPWH's "free" cooling benefit for space or water loop cooling
3. Site has existing, older-model gas heating (up to 80 % efficiency), with the opportunity to use the HPWH's "free" cooling capacity to air-condition a space or cool an existing water loop.

Key Research Question - Are the expected energy savings verifiable?

Other research questions include:

- How do commercial heat pump water heaters perform in U.S. buildings?
- Will consumers accept them?
- Are they compatible with different building designs, codes and standards?
- Does trade labor have the skill to support them?
- What obstacles impede adoption of commercial heat pump water heaters by market?

ENERGY EFFICIENCY DEMONSTRATION 2.0 PARTICIPATION AGREEMENT

THIS ENERGY EFFICIENCY DEMONSTRATION 2.0 PARTICIPATION AGREEMENT (Participation Agreement), between Mississippi State University (Participant) and its electric power supplier City of Starkville, Mississippi (Distributor), bears the following recitals:

- I. Participant is a customer, and will remain a customer, of Distributor and volunteers to participate in a pilot demonstration (Demonstration) being conducted by Distributor, and its wholesale supplier of power, Tennessee Valley Authority (TVA), to test, demonstrate and evaluate the use of commercially available hyper-efficient technologies at qualified Distributor customers' sites.
- II. Participant's site, which is located at the address stated under Section 7 below (Site), will be used for the Demonstration by installing Commercial Heat Pump Water Heaters package (Technology) to supplement or replace existing system(s) at Site. Data collection and monitoring equipment (Data Equipment) shall be installed at the Site to collect performance data of Technology.
- III. Technology performance data will be analyzed to verify results, assess performance, and evaluate the overall effectiveness of the Demonstration. A summary of Demonstration results and analysis of the Demonstration will be shared with Participant and will be used to assist future Technology application assessments and demonstrations.

The parties agree as follows:

SECTION 1 - TERM AND TERMINATION

1.1 Effective Date and Term. This Participation Agreement shall become effective as of the date of Distributor's execution under section 8.2 below. Unless sooner terminated as provided under section 1.2 below, it shall remain in effect until September 30, 2015.

1.2 Termination. This Participation Agreement may be terminated by:

- (a) Participant, at any time, upon thirty (30) days' written notice to Distributor, or
- (b) Mutual agreement of all of the parties in writing at any time.

SECTION 2 - EQUIPMENT INSTALLATION AND OWNERSHIP

2.1 Technology and Data Equipment Installation Obligation. At no cost to Participant, Distributor shall cause TVA and its agent, the Electric Power Research Institute (EPRI), to purchase, install, maintain, repair, and replace the Technology and the Data Equipment for term of this Participation Agreement. All installations must be (a) permitted as required by law, (b) installed and certified by a licensed electrician or plumber, and (c) able pass any applicable code inspections.

Participant shall not add additional electric devices to monitored electric circuits, which may adversely affect the performance of the Data Equipment and Technology performance data, unless prior approval is obtained from TVA.

2.2 Technology and Data Equipment Ownership. During the term of this Participation Agreement, the Technology shall remain the property of TVA and, as such, may not be removed from the Site or otherwise disposed of without the written permission of TVA and ownership transfer to Participant.

At the completion of the Demonstration, Participant shall assume full ownership of the Technology, without further action from the parties. Unless TVA and distributor agree otherwise, Participant shall not assume ownership of Technology if Participant provides early termination notice of this Participation Agreement prior to the completion of the Demonstration.

Participant shall have no claim against Distributor, TVA, EPRI, or manufacturer of Technology for any money spent by Participant on electric or communications costs during the term or after the termination of this Participation Agreement.

SECTION 3 - SURVEY

Participant agrees to provide Distributor with survey information and data concerning its use of the Technology and electric consumption at the Site, and hereby provides its permission to Distributor to make such information available to TVA.

SECTION 4 - INDEMNIFICATION AND RELEASE

Participant recognizes and agrees that TVA is a third-party beneficiary of this Participation Agreement. Accordingly, to the extent permitted by law, Participant shall release, indemnify, defend, and save harmless the Distributor, TVA, the United States of America, and their respective officers, agents, employees, and contractors from all liability, claims, demands, causes of action, costs, or losses for personal injuries, property damage, special damages, consequential damages, indirect damages, or loss of life or property sustained by Participant, its agents, contractors, and families, or third parties arising out of or in any way connected with the installation, testing, operation, maintenance, repair, replacement, removal, defect, or failure of the Technology.

The obligations of this Section 4 shall survive termination of this Participation Agreement.

SECTION 5 - DISCLOSURE

Participant understands that Distributor, TVA, or EPRI may publish or disclose to others information obtained from the Demonstration but they will not release, without the prior consent of Participant, information that could personally identify Participant except to employees, contractors, or agents of Distributor, TVA, or EPRI, or when disclosure is required by law.

SECTION 6 - ACCESS

Distributor and TVA shall have access to the Site at reasonable hours, and upon reasonable notice, to install, inspect, test, operate, maintain, repair, replace, or remove the Technology and the Data Equipment.

SECTION 7 - SITE ADDRESS AND NOTICE INFORMATION

7.1 Site Location. Participant's Site is located at the following Address:

105 Mill Street, Starkville, Mississippi 39759 City: Starkville State: Mississippi Zip Code: 39759
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7.2 Notice Information. Notices given under this Participation Agreement shall be deemed to have been duly delivered if hand delivered or sent by United States certified mail, return receipt requested, postage prepaid, to:

<u>Participant:</u>	<u>Distributor:</u>
Mechanical/Energy Engineer Mississippi State University P.O. Box 5208 Mississippi State, Mississippi 39762 Phone: 662-325-5899 Email: JHardy@physplant.msstate.edu	General Manager Starkville Electric Department Post Office Box 927 Starkville, Mississippi 39760 Phone: 662-323-3133, extension 101 E-mail: TerryK@starkvilleelectric.com

Any written notice required by this Participation Agreement shall be deemed properly given if delivered in writing to the address specified above (a) personally, (b) by recognized overnight courier service, or (c) by United States Mail, postage prepaid.

The designation of the person to be so notified, or the address of such person, may be changed at any time and from time to time by any party by similar notice.

(The remainder of this page is intentionally blank.)

SECTION 8 - SIGNATURES

8.1 Participant Signature

Participant accepted and agreed to the foregoing this ____ day of _____, 2014.

Mississippi State University

Participant's Authorized
Officer Name & Title

Participant's Authorized
Representative Signature

8.2 Distributor Signature.

Distributor accepted and agreed to the foregoing this ____ day of _____, 2014.

City of Starkville, Mississippi

Distributor Representative Name & Title

Distributor Representative Signature



AGENDA ITEM NO:
AGENDA DATE: October 7, 2014

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to purchase the electric facilities currently owned by 4-County EPA along Stark Rd and Hwy 12 at depreciated book value of \$91,344.36. There are three customers that are served from these facilities and they will become Starkville Electric customers with this sale. List of facilities is attached.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: Request authorization to purchase the electric facilities currently owned by 4-County EPA along Stark Rd and Hwy 12 at depreciated book value of \$91,344.36.

SUGGESTED MOTION: “Approve purchase from 4-county EPA of the electric facilities currently owned by 4-County EPA along Stark Rd and Hwy 12 at depreciated book value of \$91,344.36.”

Stark Rd Plant Calculations September 2014

ACCT 4 COUNTY
STARK ROAD PLANT SALE TO STARKVILLE ELECTRIC
September 11, 2014

	TOTAL COST	LTD DEPR.	DEPR VALUE
364.00 POLES	\$ 48,978.49	\$ 32,969.88	\$ 16,008.60
364.00 E UNITS	\$ 6,185.88	\$ 3,213.69	\$ 2,972.19
364.00 F UNITS	\$ 3,515.58	\$ 1,880.02	\$ 1,635.56
365.00 A UNITS	\$ 1,922.96	\$ 719.87	\$ 1,203.08
365.00 C UNITS	\$ 17,846.14	\$ 9,649.37	\$ 8,196.77
365.00 M UNITS	\$ 4,768.49	\$ 1,998.96	\$ 2,769.54
368.00 G UNITS	\$ 3,438.95	\$ 2,188.79	\$ 1,250.16
369.00 J UNITS	\$ 228.47	\$ 157.76	\$ 70.71
369.00 K UNITS	\$ 195.92	\$ 118.88	77.04
365.00 WIRE	\$ 158,974.13	\$ 101,908.01	\$ 57,066.12
369.00 SERVICE WIRE	\$ 119.12	\$ 232.81	\$ 94.59
	<u>\$ 246,174.12</u>	<u>\$ 155,038.06</u>	<u>\$ 91,344.36</u>



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10/7/14
PAGE: 1 of 1

SUBJECT: REQUEST AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE LYNN LANE MULTI-USE PATH PROJECT.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward C. Kemp

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
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STAFF RECOMMENDATION:

Staff Recommends Approval

This project dates back to 2007 when the City of Starkville was awarded a \$1.2 M grant for the Pedestrian-Bike path connecting McKee Park/ Sportsplex to the Howard/ Locksley Way intersection.

We have completed all the environmental assessments, project design, ROW acquisition, and final review and approval from MDOT and FHWA.

We received a letter from MDOT dated 9/24/14 giving us authorization to proceed with advertisement.

Pending BOA approval, the bids would be opened and be brought back to the Board on the 11/4/14 meeting.

Saunders Ramsey with Neel Schaffer, the design Engineer for this project, will be in attendance on Tuesday night in my absence.

Suggested Motion: A MOTION TO APPROVE THE ADVERTISEMENT FOR BIDS IN ACCORDANCE WITH THE GUIDELINES SET FORTH BY MDOT AND FHWA FOR THE LYNN LANE MULTI-USE PATH PROJECT.

**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: 1
AGENDA DATE: October 7, 2014**

SUBJECT: Claims Docket through September 30, 2014

AMOUNT & SOURCE OF FUNDING:
FY 2013-2014 Budget for all Departments

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING SEPTEMBER 30,
2014 IS \$1,831,231.13**

AMOUNT TO BE PAID \$1,831,231.13

AMOUNTS THAT HAVE BEEN PAID \$0.00

SED CLAIMS DOCKET AMOUNT \$4,022,257.41

REQUESTING DIRECTOR'S
DEPARTMENT: City Clerk's Office **AUTHORIZATION:** Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: City Clerk, Lesa Hardin

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE-DESCRIPTION</u>
\$1,831,231.13	Claims docket through September 30, 2014

STAFF RECOMMENDATION: Recommend approval of the Claims Docket #10-07-14-D for
Claims from all Departments through September 30, 2014 as listed.

Possible motion- move approval of claims Docket #10-07-14-D as presented and recommended.



City of Starkville, MS

Expense Approval Report By Fund

Post Dates 9/24/2014 - 9/30/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
DELTACOM	INV0011878	09/29/2014	SEPT2014 CHARGES	001-000-054-208		09/29/2014	72.54
SOUTHERN	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-000-054-205		09/24/2014	161.89
TELECOMMUNICATIONS							
SOUTHERN	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-000-054-205		09/24/2014	102.26
TELECOMMUNICATIONS							
SOUTHERN	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-000-054-205		09/24/2014	298.43
TELECOMMUNICATIONS							
SOUTHERN	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-000-054-208		09/24/2014	26.90
TELECOMMUNICATIONS							
SOUTHERN	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-000-054-208		09/24/2014	96.17
TELECOMMUNICATIONS							
PITNEY BOWES INC-	INV0011857	09/26/2014	PURCHASE POWER	001-000-054-205		09/26/2014	105.14
PURCHASE POWER			ACC#8000-9000-1141-9748				
KANDICE GRAYER	INV0011882	09/30/2014	CASE NON-ADJUDICATED	001-000-149-691		09/30/2014	151.00
			CIRCUIT COURT-DIFF CASH				
			BOND				
A BAIL BONDSMAN-CINDY	INV0011883	09/30/2014	BOND REFUND ON DEZMUN	001-000-149-691		09/30/2014	1,050.00
GILMORE			CHANDLER				
A BAIL BONDSMAN-CINDY	INV0011884	09/30/2014	BOND REFUND ON KERRY	001-000-149-691		09/30/2014	500.00
GILMORE			LUCIOUS				
EMILY MCGLOHN	INV0011974	09/30/2014	OVERPAYMENT ON PARKING	001-000-149-691		09/30/2014	10.00
			TICKET (26056)				
WILLI MAE ALLEN	INV0011961	09/30/2014	RESTITUTION FROM FATIMA	001-000-330-135		09/30/2014	8,025.00
			MARKS				
PETROTECH, LLC	4364	09/30/2014	REPLACE PUMP HANDLE	001-000-070-751		09/30/2014	403.15
Department 000 - UNDESIGNATED Total:							11,002.48
Outstanding Total:							
Department 000 - UNDESIGNATED Total:							
11,002.48							
Department: 100 - BOARD OF ALDERMEN							
Outstanding							
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-100-604-330		09/30/2014	133.93
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	001-100-604-330		09/30/2014	280.07
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-100-604-330		09/30/2014	133.93
Outstanding Total:							547.93
Department 100 - BOARD OF ALDERMEN Total:							547.93

Expense Approval Report

Post Dates: 9/24/2014 - 9/30/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 110 - MUNICIPAL COURT							
Outstanding							
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-110-604-330		09/30/2014	20.12
CANON FINANCIAL SERVICES, INC	14173985	09/30/2014	UCORU - MONTHLY RENT - SEPT2014	001-110-604-330		09/30/2014	57.50
LEXISNEXIS	1408259613	09/24/2014	AUG 2014 CHARGES	001-110-600-300		09/24/2014	320.00
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	001-110-604-330		09/30/2014	40.01
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-110-604-330		09/26/2014	73.33
STRICKLAND COMPANIES	339457-0	09/24/2014	MUNICIPAL COURT OFFICES SUPPLIES	001-110-501-200		09/24/2014	182.70
STRICKLAND COMPANIES	339619-01	09/24/2014	MUNICIPAL COURT OFFICES SUPPLIES	001-110-501-200		09/24/2014	23.95
STRICKLAND COMPANIES	341601-0	09/24/2014	MUNICIPAL COURT OFFICES SUPPLIES	001-110-501-200		09/24/2014	198.00
STRICKLAND COMPANIES	341784-0	09/24/2014	MUNICIPAL COURT OFFICES SUPPLIES	001-110-501-200		09/24/2014	594.00
STRICKLAND COMPANIES	341944-0	09/24/2014	MUNICIPAL COURT OFFICES SUPPLIES	001-110-501-200		09/24/2014	183.49
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-110-604-330		09/24/2014	136.06
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	PURCHASE POWER ACC#8000-9000-1141-9748	001-110-604-330		09/26/2014	105.14
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-110-604-330		09/30/2014	11.41
CANON SOLUTIONS AMERIC	810371	09/30/2014	UCORU - MONTHLY USAGE - SEPT2014	001-110-604-330		09/30/2014	14.46
Outstanding Total:							1,960.17
Department 110 - MUNICIPAL COURT Total:							1,960.17
Department: 111 - YOUTH COURT							
Outstanding							
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-111-604-330		09/24/2014	73.77
Outstanding Total:							73.77
Department 111 - YOUTH COURT Total:							73.77
Department: 120 - MAYORS OFFICE							
Outstanding							
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-120-604-330		09/30/2014	51.41
WATERMARK PRINTERS LLC	8239	09/24/2014	PURCHASE ORDER BOOKS	001-120-501-200		09/24/2014	206.00
CANON FINANCIAL SERVICES, INC	14173985	09/30/2014	UCORU - MONTHLY RENT - SEPT2014	001-120-604-330		09/30/2014	57.50
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	001-120-604-330		09/30/2014	424.56
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	001-120-604-330		09/30/2014	80.02
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-120-604-330		09/26/2014	73.34
QUILL CORPORATION	6428757	09/30/2014	SUPPLIES	001-120-501-200		09/30/2014	73.03
QUILL CORPORATION	6428905	09/30/2014	SUPPLIES	001-120-501-200		09/30/2014	23.99

Expense Approval Report

Post Dates: 9/24/2014 - 9/30/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
QUILL CORPORATION	6428905	09/30/2014	SUPPLIES	001-120-501-200		09/30/2014	4.99
QUILL CORPORATION	6476330	09/30/2014	SUPPLIES	001-120-501-200		09/30/2014	5.78
WAL MART	023494	09/24/2014	COKE, PEANUTS, AQUAFINA	001-120-503-202		09/24/2014	41.60
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-120-604-330		09/24/2014	161.45
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	PURCHASE POWER	001-120-604-330		09/26/2014	105.15
CSPIRE WIRELESS	INV0011948	09/30/2014	ACC#8000-9000-1141-9748 SEPT 2014 CHARGES	001-120-604-330		09/30/2014	51.41
CANON SOLUTIONS AMERIC	809187	09/30/2014	UC02Z - MAINTBASE/MAYORS OFFIC	001-120-604-330		09/30/2014	5.00
CANON SOLUTIONS AMERIC	809230	09/30/2014	UC15Z - USAGESEPT2014 - MAYORS OFFICE	001-120-604-330		09/30/2014	124.23
CANON SOLUTIONS AMERIC	810371	09/30/2014	UCORU - MONTHLY USAGE - SEPT2014	001-120-604-330		09/30/2014	14.46

Outstanding Total:

1,503.92

Department 120 - MAYORS OFFICE Total:

1,503.92

Department: 123 - IT

Outstanding							
NORTHEAST EXTERMINATIN	250006	09/26/2014	PEST CONTROL - CITY HALL	001-123-630-400		09/26/2014	35.00
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-123-604-330		09/30/2014	41.42
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-123-604-330		09/30/2014	71.97
CANON FINANCIAL SERVICES, INC	14173986	09/30/2014	UCOYO - MONTHLY RENT - SEPT2014	001-123-604-330		09/30/2014	43.75
NORTHEAST EXTERMINATIN	INV0011847	09/24/2014	CITY HALL - PEST CONTROL	001-123-630-400		09/24/2014	35.00
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	001-123-604-330		09/30/2014	388.65
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-123-604-330		09/26/2014	73.33
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-123-604-330		09/26/2014	73.34
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-123-604-330		09/26/2014	73.34
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-123-604-330		09/24/2014	84.49
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-123-604-330		09/24/2014	107.53
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-123-604-330		09/30/2014	71.97
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-123-604-330		09/30/2014	41.40
CANON SOLUTIONS AMERIC	809952	09/30/2014	UCOYO- MONTHLY USAGE	001-123-604-330		09/30/2014	44.24
UNISTAR-SPARCO COMPUTERS, INC	1220608	09/24/2014	ANTEC PC 550W / SHIPPING	001-123-918-805		09/24/2014	87.50

Outstanding Total:

1,272.93

Department 123 - IT Total:

1,272.93

Department: 145 - OTHER ADMINISTRATIVE

Outstanding							
CANON FINANCIAL SERVICES, INC	14173985	09/30/2014	UCORU - MONTHLY RENT - SEPT2014	001-145-604-330		09/30/2014	57.50

Expense Approval Report

Post Dates: 9/24/2014 - 9/30/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CANON FINANCIAL SERVICES, INC	14173987	09/30/2014	UC15W- MONTHLY RENT- SEPT2014	001-145-630-400		09/30/2014	370.00
DELTACOM	INV0011878	09/29/2014	SEPT2014 CHARGES	001-145-630-400		09/29/2014	97.95
CENTER FOR GOVERNMENT & COMMUNITY DEVELOPME	09252014	09/24/2014	9/25/14 MASTER ACADEMY COURSE WORKSHOP	001-145-690-556		09/24/2014	65.00
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-145-604-330		09/24/2014	162.58
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	PURCHASE POWER ACC#8000-9000-1141-9748	001-145-604-330		09/26/2014	105.14
CANON SOLUTIONS AMERIC	810319	09/30/2014	UC15W- COLOR USAGE- CITYCLERK	001-145-604-330		09/30/2014	84.49
CANON SOLUTIONS AMERIC	810371	09/30/2014	UCORU - MONTHLY USAGE - SEPT2014	001-145-604-330		09/30/2014	14.46
Department: 159 - BONDING-CITY EMPLOYEES							
Outstanding							Outstanding Total:
REYNOLDS/RENASANT INSURANCE AGENCY	574675	09/26/2014	VICKI LOWREY	001-159-620-371		09/26/2014	175.00
Department: 145 - OTHER ADMINISTRATIVE							Department 145 - OTHER ADMINISTRATIVE Total:
							957.12
Department: 169 - LEGAL							
Outstanding							Outstanding Total:
JAY HOWARD HURDLE	INV0011862	09/26/2014	vs. JACOYA JAMES	001-169-600-309		09/26/2014	200.00
JAY HOWARD HURDLE	INV0011863	09/26/2014	vs. TARISSA CLARK	001-169-600-309		09/26/2014	200.00
SCHILLING & SCHILLING, PLL	INV0011864	09/26/2014	vs. DEBBRIA WILLIAMS	001-169-600-309		09/26/2014	200.00
SCHILLING & SCHILLING, PLL	INV0011865	09/26/2014	vs. LATIGUE FAIR	001-169-600-309		09/26/2014	200.00
SCHILLING & SCHILLING, PLL	INV0011866	09/26/2014	vs. KERRY LUUIOUS	001-169-600-309		09/26/2014	200.00
GOLDEN TRIANGLE PERIODONTAL CENTER	INV0011867	09/26/2014	vs. COURTNEY PERRY	001-169-600-309		09/26/2014	200.00
SCHILLING & SCHILLING, PLL	INV0011868	09/26/2014	vs. GEORGIA MULLINS	001-169-600-309		09/26/2014	200.00
Department: 169 - BONDING-CITY EMPLOYEES							Outstanding Total:
							1,400.00
Department: 169 - LEGAL							Department 169 - LEGAL Total:
							1,400.00
Department: 180 - PERSONNEL ADMINISTRATION							
Outstanding							Outstanding Total:
DEPARTMENT OF THE TREASURY / INTERNAL REVENUE SERVICE	CP161	09/24/2014	HEALTH PLAN FEES	001-180-691-550		09/24/2014	38.84
CANON FINANCIAL SERVICES, INC	14173986	09/30/2014	UCOYO - MONTHLY RENT - SEPT2014	001-180-604-330		09/30/2014	43.75
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	PURCHASE POWER ACC#8000-9000-1141-9748	001-180-604-330		09/26/2014	105.15

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CANON SOLUTIONS AMERIC	809952	09/30/2014	UCOYO- MONTHLY USAGE	001-180-604-330		09/30/2014	44.23
Outstanding Total:							231.97
Department 180 - PERSONNEL ADMINISTRATION Total:							231.97
Department: 190 - CITY PLANNER							
Outstanding							
CANON FINANCIAL SERVICES, INC	14173986	09/30/2014	UCOYO - MONTHLY RENT - SEPT2014	001-190-630-401		09/30/2014	43.75
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-190-604-330		09/26/2014	73.34
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-190-604-330		09/26/2014	73.33
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	PURCHASE POWER	001-190-604-330		09/26/2014	105.14
JOYNER WILLIAMS	000010	09/29/2014	ACCF8000-9000-1141-9748 REIMBURSEMENT FOR (2)	001-190-501-200		09/29/2014	33.94
CANON SOLUTIONS AMERIC	809952	09/30/2014	RECEIPT BOOKS@SULLIVANS	001-190-630-401		09/30/2014	44.23
RICOH AMERICAS CORP.	93173584	09/30/2014	UCOYO- MONTHLY USAGE	001-190-630-401		09/30/2014	199.24
Outstanding Total:							572.97
Department 190 - CITY PLANNER Total:							572.97
Department: 192 - GENERAL GOVERN BLDG & PLANT							
Outstanding							
CINTAS	215747829	09/24/2014	CITY HALL	001-192-535-233		09/24/2014	31.11
LOWE'S	10419	09/29/2014	PRESSURE WASHER & SUPPLIES / VACCUM CLEANER	001-192-630-403		09/29/2014	157.27
BELL BUILDING SUPPLY, INC.	90643	09/26/2014	400A BALLCOCK	001-192-630-403		09/26/2014	9.09
CINTAS	215749562	09/30/2014	CITY HALL	001-192-535-233		09/30/2014	31.11
STARKVILLE ELECTRIC	INV0011950	09/30/2014	SEPT2014 CHARGES	001-192-625-380		09/30/2014	2,500.08
Outstanding Total:							2,728.66
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							2,728.66
Department: 196 - CEMETERY ADMINISTRATION							
Outstanding							
HOODS LAWN SERVICE	035134	09/29/2014	SEPT2014 MOWING OF BRUSH ARBOR	001-196-637-637		09/29/2014	400.00
LESUE DEAN	172	09/24/2014	ODD FELLOWS - CUT WEEK OF 9/22/14	001-196-630-402		09/24/2014	999.99
CIRCLE J LAWN CARE	09292014	09/29/2014	ODDFELLOWS SMALL CEMETARY	001-196-630-425		09/29/2014	495.00
SIMMONS LANDSCAPE	INV0011971	09/30/2014	CEMETARY UNIVERSITY AVE	001-196-691-550		09/30/2014	656.00
Outstanding Total:							2,550.99
Department 196 - CEMETERY ADMINISTRATION Total:							2,550.99
Department: 197 - ENGINEERING							
Outstanding							
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-197-604-330		09/30/2014	68.91

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CANON FINANCIAL SERVICES, INC	14173985	09/30/2014	UCORU - MONTHLY RENT - SEPT2014	001-197-604-330		09/30/2014	57.50
DELL MARKETING L.P.	XJJKF141	09/26/2014	CUST#16970476 SUPPLIES, TABLET	001-197-630-400		09/26/2014	251.22
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-197-604-330		09/26/2014	73.33
DELL MARKETING L.P.	XJJP3642	09/26/2014	CUST#16970476 COMPUTER HARDWARE	001-197-630-400		09/26/2014	1,543.07
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	SUPPLIES/MAINTENANCE PURCHASE POWER	001-197-604-330		09/26/2014	105.15
CSPIRE WIRELESS	INV0011948	09/30/2014	ACC#8000-9000-1141-9748				
EDWARD KEMP	INV0011858	09/26/2014	SEPT 2014 CHARGES	001-197-604-330		09/30/2014	68.91
			REIMBURSEMENT FOR OFFICE SUPPLIES	001-197-630-400		09/26/2014	55.51
NEEL-SCHAFER	09302014	09/30/2014	CLAIRMONT / PRESSLY INVESTIGATION	001-197-600-308		09/30/2014	2,000.00
CANON SOLUTIONS AMERIC	810371	09/30/2014	UCORU - MONTHLY USAGE - SEPT2014	001-197-604-330		09/30/2014	14.45
Outstanding Total:							4,238.05
Department 197 - ENGINEERING Total:							4,238.05

Department: 201 - POLICE DEPARTMENT

Outstanding

CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-201-604-330		09/30/2014	2,892.41
R&M TIRES	544103	09/30/2014	SUPPLIES	001-201-630-360		09/30/2014	145.95
TRI-STARR MUFFLER & BRAKES	544104	09/30/2014	SUPPLIES	001-201-630-360		09/30/2014	270.72
ARMY NAVY PAWN SHOP	0059629	09/24/2014	BDU'S	001-201-535-233		09/24/2014	111.00
TRADE AMERICA INC.	11851	09/24/2014	COPY PAPER	001-201-555-250		09/24/2014	39.50
TRADE AMERICA INC.	18852	09/24/2014	JANITORIAL SUPPLIES	001-201-555-250		09/24/2014	309.47
INFORMATION TECHNOLOGY SVCS.	90003919	09/24/2014	FRAME RELAY CIRCUIT CHARGE	001-201-600-300		09/24/2014	224.00
WAL MART	C13544	09/24/2014	UNIFORMS	001-201-535-233		09/24/2014	56.15
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	001-201-504-330		09/30/2014	120.03
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-201-604-330		09/26/2014	73.33
DELTACOM	INV0011878	09/29/2014	SEPT2014 CHARGES	001-201-604-330		09/29/2014	97.00
RACKLEY OIL INC.	000390418	09/25/2014	GAS	001-201-525-231		09/25/2014	49.27
RACKLEY OIL INC.	000391507	09/25/2014	GAS	001-201-525-231		09/25/2014	2,491.18
LOWE'S	01068	09/25/2014	20x20 BASIC FILTERS	001-201-630-426		09/25/2014	15.16
R&M TIRES	1097655	09/25/2014	REPAIR FLAT, TIRE MOUNT & BALANCE	001-201-630-360		09/25/2014	70.00
R&M TIRES	1097731	09/25/2014	REPAIR FLAT, TIRE MOUNT & BALANCE	001-201-630-360		09/25/2014	15.00
UNISTAR-SPARCO COMPUTERS, INC	1220736	09/25/2014	TONER	001-201-555-250		09/25/2014	906.18
MID-SOUTH UNIFORM & SUPPLY	519991	09/25/2014	SERVICE BAR & NAME PLATE	001-201-535-233		09/25/2014	34.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
OKTIBBEHA COUNTY COOPERATIVE	789193	09/25/2014	BOOTS	001-201-535-233		09/25/2014	139.50
DPS CRIME LAB INFORMATION TECHNOLOGY SVCS.	90003244 INCO213225662	09/25/2014 09/25/2014	ANALYTICAL FEES FRAME RELAY CIRCUIT CHARGE	001-201-600-300 001-201-600-300		09/25/2014 09/25/2014	100.00 224.00
EXPRESS OIL GEORGE COLEMAN	02302-228504 0997-196120	09/25/2014 09/25/2014	OIL CHANGE P-8 LIGHT BULB - REIMBURSEMENT	001-201-630-360 001-201-630-360		09/25/2014 09/25/2014	44.95 11.76
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0011853	09/24/2014	ELECTRIC BILL CHARGES SEPT2014	001-201-625-380		09/24/2014	202.31
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-201-604-330		09/24/2014	609.17
BILL LOTT	INV0011855	09/25/2014	CLOTHING ALLOWANCE	001-201-535-233		09/25/2014	141.00
UNISTAR-SPARCO COMPUTERS, INC	1221178	09/30/2014	SUPPLIES	001-201-555-250		09/30/2014	57.02
TRI-STARR MUFFLER & BRAKES	544152	09/30/2014	SUPPLIES	001-201-630-360		09/30/2014	723.94
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	PURCHASE POWER ACC#8000-9000-1141-9748	001-201-604-330		09/26/2014	105.14
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-201-604-330		09/30/2014	1,953.83
MAGNOLIA BOTTLED WATER CO	10270	09/29/2014	BOTTLED WATER	001-201-600-300		09/29/2014	30.00
DANNY MCCLUSKEY TOWIN	11093	09/29/2014	TOW CAR TO IMPOUND LOT	001-201-600-300		09/29/2014	105.00
BOB'S MOBILE RADIO	315610	09/29/2014	INSTALL RADAR ANTENNAS	001-201-630-404		09/29/2014	120.00
LAIRD CLINIC OF FAMILY MEDICINE	390252	09/29/2014	PHYSICAL EXAM/DRUG TESTING (DOSS)	001-201-600-319		09/29/2014	178.00
LAIRD CLINIC OF FAMILY MEDICINE	390255	09/29/2014	PHYSICAL EXAM/DRUG TESTING (HORTON)	001-201-600-319		09/29/2014	178.00
MID-SOUTH UNIFORM & SUPPLY	520266	09/29/2014	SERVICE BAR & NAME PLATE	001-201-535-233		09/29/2014	167.95
OKTIBBEHA COUNTY COOPERATIVE	792334	09/29/2014	BOOTS	001-201-535-233		09/29/2014	139.50
EXPRESS OIL SECURITY SOLUTIONS	14092900228792 67026	09/30/2014 09/30/2014	SUPPLIES SUPPLIES	001-201-630-360 001-201-600-300		09/30/2014 09/30/2014	5.00 36.00
R&M TIRES	1097869	09/30/2014	SUPPLIES	001-201-630-360		09/30/2014	45.00
R&M TIRES	1097884	09/30/2014	SUPPLIES	001-201-630-360		09/30/2014	40.00
EXPRESS OIL	14093000228875	09/30/2014	REPAIRS	001-201-525-231		09/30/2014	10.80
WRIGHT EXPRESS INFORMATION TECHNOLOGY SVCS.	38243009 COZ13227419	09/30/2014 09/30/2014	GAS FRAME RELAY CIRCUIT CHARG	001-201-525-231 001-201-600-300		09/30/2014 09/30/2014	158.25 224.00
STARKVILLE ELECTRIC	INV0011950	09/30/2014	SEPT2014 CHARGES	001-201-625-380		09/30/2014	2,294.96
Outstanding Total:							15,965.43
Department 201 - POLICE DEPARTMENT Total:							15,965.43

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 215 - CUSTODY OF PRISONERS							
Outstanding							
BU'S FAMILY PHARMACY	INV0011848	09/24/2014	MEDS FOR JERRY BRITT & AKEEM RASHEED	001-215-541-237		09/24/2014	565.49
CLAY COUNTY SHERIFF DEPARTMENT	09302014	09/30/2014	INMATE HOUSING - SEPT201	001-215-541-237		09/30/2014	5,180.00
Outstanding Total:							5,745.49
Department 215 - CUSTODY OF PRISONERS Total:							
Department: 237 - FIRING RANGE							
Outstanding							
GRENADA GOLD-N-GUN EXCHANGE	201403033	09/25/2014	BULLETS	001-237-545-238		09/25/2014	1,685.34
Outstanding Total:							1,685.34
Department 237 - FIRING RANGE Total:							
Department: 250 - NARCOTICS BUREAU							
Outstanding							
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-250-604-330		09/30/2014	108.05
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-250-604-330		09/24/2014	133.78
ADAPTIVE DIGITAL SYSTEMS, INC	17943	09/30/2014	SUPPLIES	001-250-730-543		09/30/2014	600.00
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-250-604-330		09/30/2014	209.65
Outstanding Total:							1,051.48
Department 250 - NARCOTICS BUREAU Total:							
Department: 261 - FIRE DEPARTMENT							
Outstanding							
EMERGENCY EQUIPMENT PROFESSIONALS	312274	09/26/2014	TURNOUTS-FIRE FIGHTING GEAR (COATS/PANTS)	001-261-918-805		09/26/2014	6,625.11
RACKLEY OIL INC.	000385573	09/26/2014	BLUE DEF DIESEL EXHAUST F#1	001-261-525-231		09/26/2014	19.90
EMERGENCY EQUIPMENT PROFESSIONALS	411004	09/26/2014	CS-FAB1-2492 (LIGHT FOR L1)	001-261-630-360		09/26/2014	139.79
EMERGENCY EQUIPMENT PROFESSIONALS	312996	09/26/2014	TURNOUTS -FIREFIGHTING GEAR (COAT/PANTS)	001-261-918-805		09/26/2014	4,416.74
EMERGENCY EQUIPMENT PROFESSIONALS	411782	09/26/2014	REPAIR SCOTT PATRIOT COMPRESSOR	001-261-630-360		09/26/2014	145.00
POWERSTROKE EQUIPMENT SALES & SVC	0486	09/26/2014	CASE OF MIX OIL	001-261-525-231		09/26/2014	72.99
LAIRD CLINIC OF FAMILY MEDICINE	629982	09/26/2014	TB TEST (TEDFORD,MAXWEL	001-261-600-319		09/26/2014	138.00
RACKLEY OIL INC.	391456	09/26/2014	GASOLINE (STATION#2)	001-261-525-231		09/26/2014	20.02
RACKLEY OIL INC.	391505	09/30/2014	FUEL FOR L1 & L2	001-261-525-231		09/30/2014	268.77

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
EMERGENCY EQUIPMENT PROFESSIONALS	411815	09/26/2014	LADDER BOOT COVER	001-261-918-805		09/26/2014	98.29
WAL MART	024247	09/30/2014	SUPPLIES FOR #F6300 / F632	001-261-691-550		09/30/2014	46.32
LAIRD CLINIC OF FAMILY MEDICINE	769679	09/30/2014	TB TEST (NICOLS/WARE)	001-261-600-319		09/30/2014	92.00
EMERGENCY EQUIPMENT PROFESSIONALS	411918	09/30/2014	SUPPLIES	001-261-918-805		09/30/2014	6,625.11
SHEPS CLEANERS	INV0011969	09/30/2014	INV#20313,20677,20035,19 92,19099,19131	001-261-600-430		09/30/2014	106.00
Department: 263 - FIRE TRAINING							
Outstanding							18,814.04
Department 261 - FIRE DEPARTMENT Total:							18,814.04
EAST MISSISSIPPI COMMUNITY COLLEGE	05-00406	09/26/2014	EMT BASIC CLASS	001-263-600-390		09/26/2014	6,471.80
STATE FIRE ACADEMY	22290	09/26/2014	ROPE RESCUE (HERNDON)	001-263-600-390		09/26/2014	68.00
Outstanding Total:							6,539.80
Department 263 - FIRE TRAINING Total:							6,539.80
Department: 264 - FIRE COMMUNICATIONS							
Outstanding							
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-264-604-330		09/30/2014	247.84
MSU FACILITIES	INV0011856	09/25/2014	PHYSICAL PLANT 1175 UTILITY CHARGE	001-264-630-404		09/25/2014	8.69
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	001-264-604-330		09/30/2014	160.04
DELTACOM	INV0011970	09/30/2014	ACC#11122579 PHONE SYSTEM (FIRESTATION)	001-264-604-330		09/30/2014	50.26
MSU FACILITIES	INV0011851	09/24/2014	TRAFFIC SIGNAL - ACC#909263211	001-264-630-404		09/24/2014	14.75
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-264-604-330		09/24/2014	449.58
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-264-604-330		09/24/2014	2,581.79
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-264-604-330		09/30/2014	247.84
Outstanding Total:							3,760.79
Department 264 - FIRE COMMUNICATIONS Total:							3,760.79
Department: 267 - FIRE STATIONS AND BUILDINGS							
Outstanding							
NORTHEAST EXTERMINATING	254147	09/30/2014	AUG2014 - FIRESTATION#5	001-267-558-269		09/30/2014	22.00
ATMOS ENERGY	INV0011850	09/24/2014	FIRE STATION #3	001-267-625-380		09/24/2014	35.40
LOWE'S	01049	09/26/2014	ROBE HOOK, BURNISHED, AMBER FRG	001-267-558-269		09/26/2014	36.04
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0011853	09/24/2014	ELECTRIC BILL CHARGES SEPT2014	001-267-625-380		09/24/2014	436.01

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NESCO ELECTRICAL DISTRIBUTORS	51966872.001	09/30/2014	OUTSIDE LIGHTS @ ST#2,3,4	001-267-558-269		09/30/2014	Amount 82.13
STARKVILLE ELECTRIC	INV0011950	09/30/2014	SEPT2014 CHARGES	001-267-625-380		09/30/2014	1,795.29
Department: 281 - BUILDING/CODES OFFICE							Outstanding Total: 2,406.87
Outstanding							Department 267 - FIRE STATIONS AND BUILDINGS Total: 2,406.87
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-281-604-330		09/30/2014	483.75
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-281-604-330		09/26/2014	73.33
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-281-604-330		09/24/2014	82.13
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	PURCHASE POWER ACC#8000-9000-1141-9748	001-281-604-330		09/26/2014	105.14
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-281-604-330		09/30/2014	449.53
DELL MARKETING L.P.	XJ72FM36	09/30/2014	SUPPLIES	001-281-555-250		09/30/2014	30.00
R&M TIRES	1097873	09/30/2014	MOTOR OIL	001-281-525-231		09/30/2014	7.50
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM							Outstanding Total: 1,231.38
Outstanding							Department 281 - BUILDING/CODES OFFICE Total: 1,231.38
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0011853	09/24/2014	ELECTRIC BILL CHARGES SEPT2014	001-290-625-380		09/24/2014	156.22
STARKVILLE ELECTRIC	INV0011950	09/30/2014	SEPT2014 CHARGES	001-290-625-380		09/30/2014	44.85
Department: 301 - STREET DEPARTMENT							Outstanding Total: 201.07
Outstanding							Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 201.07
UNITED RENTALS (NORTH AMERICA), INC.	121841750-001	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	60.50
MMC MATERIALS, INC.	333067	09/30/2014	SUPPLIES	001-301-560-270		09/30/2014	705.00
BELL BUILDING SUPPLY, INC.	84974	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	50.99
BELL BUILDING SUPPLY, INC.	85000	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	27.79
MMC MATERIALS, INC.	333274	09/30/2014	SUPPLIES	001-301-560-270		09/30/2014	423.00
STARKVILLE AUTO PARTS	5151-71135	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	39.93
OKTIBBEHA COUNTY COOPERATIVE	773934	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	308.98
COLUMBUS RUBBER & GASKET CO., INC.	481436-001	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	64.63
STARKVILLE AUTO PARTS	5151-71169	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	112.38
STARKVILLE AUTO PARTS	5151-71170	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	19.98
STARKVILLE AUTO PARTS	5151-71172	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	6.39
STARKVILLE AUTO PARTS	5151-71178	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	41.97

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STARKVILLE AUTO PARTS	5151-71205	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	19.98
STARKVILLE AUTO PARTS	5151-71207	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	49.18
BELL BUILDING SUPPLY, INC.	85307	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	50.65
BELL BUILDING SUPPLY, INC.	85449	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	21.87
OKT COUNTY BOARD OF SUPERVISORS	INV0011967	09/30/2014	SUPPLIES	001-301-560-270		09/30/2014	775.00
FASTENAL COMPANY	MSSTAS1945	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	437.24
STARKVILLE AUTO PARTS	5151-71225	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	14.18
OKT COUNTY BOARD OF SUPERVISORS	INV0011968	09/30/2014	SUPPLIES	001-301-560-270		09/30/2014	775.00
STARKVILLE AUTO PARTS	5151-71401	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	14.76
BELL BUILDING SUPPLY, INC.	86278	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	4.99
OKT COUNTY BOARD OF SUPERVISORS	INV0011966	09/30/2014	SUPPLIES	001-301-560-270		09/30/2014	775.00
TERRY'S GARAGE, INC	36026	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	337.01
STARKVILLE AUTO PARTS	5151-71471	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	58.98
OKTIBBEHA COUNTY COOPERATIVE	778914	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	129.25
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-301-604-330		09/30/2014	51.47
SHERWIN WILLIAMS CO.	3859-0	09/30/2014	SUPPLIES	001-301-565-272		09/30/2014	54.42
IVY AUTO PARTS, LLC.	475578	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	98.98
BELL BUILDING SUPPLY, INC.	87209	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	29.07
BELL BUILDING SUPPLY, INC.	87254	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	10.95
OKTIBBEHA COUNTY COOPERATIVE	87323	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	65.57
OKTIBBEHA COUNTY COOPERATIVE	780117	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	194.50
SHERWIN WILLIAMS CO.	3988-7	09/30/2014	SUPPLIES	001-301-565-272		09/30/2014	102.90
STARKVILLE AUTO PARTS	5151-71785	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	45.38
BELL BUILDING SUPPLY, INC.	84792	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	40.78
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	001-301-604-330		09/26/2014	73.34
DELTACOM	INV0011878	09/29/2014	SEPT2014 CHARGES	001-301-604-330		09/29/2014	33.00
CINTAS	215747831	09/24/2014	STREET	001-301-535-233		09/24/2014	112.32
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	001-301-604-330		09/24/2014	139.25
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-301-604-330		09/30/2014	51.47
LOWE'S	10419	09/29/2014	PRESSURE WASHER & SUPPLIES / VACCUM CLEANER	001-301-501-200		09/29/2014	283.00
FASTENAL COMPANY	MSSTAS22509	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	342.97
STARKVILLE AUTO PARTS	5151-71907	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	157.98
CINTAS	215749564	09/30/2014	STREET	001-301-535-233		09/30/2014	112.32
SIMMONS LANDSCAPE	INV0011971	09/30/2014	CEMETARY UNIVERSITY AVE	001-301-560-270		09/30/2014	3,000.00
CINTAS	5001797166	09/30/2014	SUPPLIES	001-301-555-250		09/30/2014	157.49

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STARKVILLE AUTO PARTS	5151-71932	09/30/2014	SUPPLIES	001-301-630-400		09/30/2014	9.98
Outstanding Total:							10,491.77
Department 301 - STREET LIGHTING							10,491.77
Outstanding							
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0011853	09/24/2014	ELECTRIC BILL CHARGES SEPT2014	001-302-625-380		09/24/2014	8,179.47
STARKVILLE ELECTRIC	INV0011950	09/30/2014	SEPT2014 CHARGES	001-302-625-380		09/30/2014	303.61
Outstanding Total:							8,483.08
Department 302 - STREET LIGHTING							8,483.08
Outstanding							
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	001-360-604-330		09/30/2014	41.75
RACKLEY OIL INC.	000391507	09/25/2014	GAS	001-360-525-231		09/25/2014	135.25
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	001-360-604-330		09/30/2014	41.93
DOGPOND PRINTING	09262014	09/29/2014	PRINT ON 10 GARMENTS	001-360-555-250		09/29/2014	50.00
STARKVILLE ELECTRIC	INV0011950	09/30/2014	SEPT2014 CHARGES	001-360-625-380		09/30/2014	1,207.73
Outstanding Total:							1,476.66
Department 360 - ANIMAL CONTROL							1,476.66
Outstanding							
RONNIE JONES CONSTRUCTION, INC	2955-STARK	09/30/2014	SUPPLIES	001-600-912-815		09/30/2014	2,580.00
OKT COUNTY BOARD OF SUPERVISORS	INV0011965	09/30/2014	SUPPLIES	001-600-912-815		09/30/2014	775.00
OKT COUNTY BOARD OF SUPERVISORS	INV0011964	09/30/2014	CS2	001-600-912-815		09/30/2014	775.00
OKT COUNTY BOARD OF SUPERVISORS	INV0011963	09/30/2014	CSR2	001-600-912-815		09/30/2014	775.00
NEEL-SCHAFER	1021092	09/24/2014	LYNN LANE ROW	001-600-902-938		09/24/2014	1,585.58
CONSOLIDATED PIPE AND SUPPLY	0445300-000-000	09/24/2014	15 HDPE FLARED END SECTION	001-600-948-857		09/24/2014	139.00
CLAYTON MCHANN	INV0011849	09/24/2014	39 HOURS WORKED	001-600-912-822		09/24/2014	1,092.00
STARKVILLE ELECTRIC	10000058	09/26/2014	STREET LIGHT BULBS	001-600-721-813		09/26/2014	575.34
CLAYTON MCHANN	INV0011879	09/30/2014	39 HOURS WORKED	001-600-912-822		09/30/2014	1,092.00
PEPPER-WOOTEN & ASSOCIATES, LLC	09302014	09/30/2014	CARVER DRIVE PROJECT	001-600-912-822		09/30/2014	1,077.50
CONSOLIDATED PIPE AND SUPPLY	0445299-000-000	09/24/2014	15 ADS SUPPLY PARTS	001-600-948-857		09/24/2014	615.00
Outstanding Total:							11,081.42
Department 600 - CAPITAL PROJECTS							11,081.42

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Department: 605 - BROWNFIELD GRANT							
Outstanding							
PM ENVIRONMENTAL, INC	68267	09/24/2014	BROWNFIELD - PHASE 1 SITE ASSESSMENT	001-605-600-300		09/24/2014	3,000.00
Outstanding Total:							3,000.00
Department 605 - BROWNFIELD GRANT Total:							3,000.00
Fund 001 - GENERAL FUND Total:							121,150.58
Fund: 002 - RESTRICTED POLICE FUND							
Department: 251 - DRUG EDUCATION FUND							
Outstanding							
POSITIVE PROMOTIONS, INC	05074427	09/25/2014	BAGS, BOOKS, PENCILS	002-251-501-200		09/25/2014	889.67
METROCAST	INV0011957	09/30/2014	SUPPLIES	002-251-600-300		09/30/2014	137.87
Outstanding Total:							1,027.54
Department 251 - DRUG EDUCATION FUND Total:							1,027.54
Fund 002 - RESTRICTED POLICE FUND Total:							1,027.54
Fund: 015 - AIRPORT FUND							
Department: 505 - AIRPORT							
Outstanding							
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	015-505-604-330		09/30/2014	61.96
CANON SOLUTIONS	241487	09/25/2014	COPIER RENTAL	015-505-600-338		09/25/2014	2.38
AMERICA-BURLINGTON							
HOLLIS BROTHERS ELECTRIC & REFRIG	020297	09/25/2014	FAN CONTROL TIMER,LABOR / SERVICE CAL	015-505-691-550		09/25/2014	277.03
JOHN DAVID WYNNE, JR	30	09/25/2014	CONTRACT LABOR AIRPORT	015-505-600-338		09/25/2014	76.00
NESCO ELECTRICAL	\$1965607.001	09/30/2014	SUPPLIES	015-505-691-550		09/30/2014	238.59
DISTRIBUTORS							
SOUTHERN	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	015-505-604-330		09/24/2014	214.49
TELECOMMUNICATIONS							
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	015-505-604-330		09/30/2014	61.96
OKTIBBEHA COUNTY	794909	09/30/2014	SUPPLIES	015-505-691-550		09/30/2014	12.99
COOPERATIVE							
STARKVILLE ELECTRIC	INV0011950	09/30/2014	SEPT2014 CHARGES	015-505-625-380		09/30/2014	1,087.18
T&M STEEL ERECTORS, INC.	INV0011962	09/30/2014	PROJECT BOARDTOWN	015-505-630-403		09/30/2014	53,163.45
Outstanding Total:							55,196.03
Department 505 - AIRPORT Total:							55,196.03
Fund 015 - AIRPORT FUND Total:							55,196.03
Fund: 022 - SANITATION							
Department: 322 - SANITATION DEPARTMENT							
Outstanding							
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	022-322-604-330		09/30/2014	160.80

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BULLDOG TOWING & RECOVERY	33314	09/24/2014	HAUL TRUCK #92 TO H&O STARKVILLE	022-322-630-360		09/24/2014	350.00
GATEWAY TIRE & SERVICE CENTER	I102455350	09/24/2014	TRUCK # 41	022-322-630-360		09/24/2014	728.88
GATEWAY TIRE & SERVICE CENTER	I102456989	09/24/2014	TRUCK #43	022-322-630-360		09/24/2014	1,249.30
RACKLEY OIL INC.	000391007	09/24/2014	DIESEL #43	022-322-525-231		09/24/2014	90.55
RACKLEY OIL INC.	000391008	09/24/2014	DIESEL #91	022-322-525-231		09/24/2014	189.07
RACKLEY OIL INC.	000391009	09/24/2014	DIESEL #33	022-322-525-231		09/24/2014	72.04
RACKLEY OIL INC.	000391016	09/24/2014	DIESEL	022-322-525-231		09/24/2014	76.76
GATEWAY TIRE & SERVICE CENTER	I102458002	09/24/2014	TRUCK #41	022-322-630-360		09/24/2014	590.42
GATEWAY TIRE & SERVICE CENTER	I102459514	09/24/2014	TRUCK #40	022-322-630-360		09/24/2014	53.00
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	022-322-604-330		09/26/2014	73.33
CINTAS	215747835	09/24/2014	SANITATION	022-322-535-233		09/24/2014	167.95
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	022-322-604-330		09/24/2014	26.90
GOLDEN TRIANGLE WASTE SVCS.	11646	09/30/2014	RUBY TUESDAY	022-322-600-379		09/30/2014	475.00
GOLDEN TRIANGLE WASTE SVCS.	11650	09/30/2014	MCDONALD'S	022-322-600-379		09/30/2014	1,115.00
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	PURCHASE POWER	022-322-604-330		09/26/2014	105.15
CSPIRE WIRELESS	INV0011948	09/30/2014	ACC#8000-9000-1141-9748	022-322-604-330		09/30/2014	160.80
CINTAS	215749568	09/30/2014	SEPT 2014 CHARGES	022-322-535-233		09/30/2014	262.56
Outstanding Total:							5,947.51
Department 322 - SANITATION DEPARTMENT Total:							5,947.51
Department: 325 - RUBBISH							
Outstanding							
GATEWAY TIRE & SERVICE CENTER	I102454999	09/24/2014	KNUCKER BOOM - TRUCK #3	022-325-630-360		09/24/2014	26.50
Outstanding Total:							26.50
Department 325 - RUBBISH Total:							26.50
Department: 341 - LANDSCAPING							
Outstanding							
PAUL'S WELDING	5449	09/24/2014	REPLACE BLADE ON BUSH HOG	022-341-630-360		09/24/2014	40.00
GATEWAY TIRE & SERVICE CENTER	I102452757	09/24/2014	TRUCK#181-2-SERVICE CALL -WARRANTY FIXED	022-341-630-360		09/24/2014	143.50
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	022-341-604-330		09/26/2014	73.33
CINTAS	215747835	09/24/2014	SANITATION	022-341-535-233		09/24/2014	53.66

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CINTAS	215749568	09/30/2014	SANITATION	022-341-535-233		09/30/2014	53.66
						Outstanding Total:	364.15
					Department 341 - LANDSCAPING		364.15
					Fund 022 - SANITATION		6,338.16
Fund: 023 - LANDFILL ACCOUNT							
Department: 323 - SANITARY LANDFILL							
Outstanding							
GATEWAY TIRE & SERVICE CENTER	I102452763	09/24/2014	TRUCK #004 - SERVICE CALL-WARRANTY FLAT TIRE FIXED	023-323-635-372		09/24/2014	116.50
THOMPSON MACHINERY	WO110038064	09/24/2014	REPAIR HYDRAULIC SYSTEM	023-323-630-400		09/24/2014	1,342.59
STARKVILLE AUTO PARTS	5151-72393	09/24/2014	TRACTOR	023-323-630-360		09/24/2014	273.98
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	023-323-604-330		09/30/2014	80.02
CINTAS	215747834	09/24/2014	LANDFILL	023-323-535-233		09/24/2014	35.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0011853	09/24/2014	ELECTRIC BILL CHARGES SEPT2014	023-323-625-380		09/24/2014	108.02
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	023-323-604-330		09/24/2014	27.28
CINTAS	215749567	09/30/2014	LANDFILL	023-323-535-233		09/30/2014	35.00
						Outstanding Total:	2,018.39
					Department 323 - SANITARY LANDFILL		2,018.39
					Fund 023 - LANDFILL ACCOUNT		2,018.39
Fund: 107 - COMPUTER ASSESSMENTS							
Department: 112 - COMPUTER ASSESSMENTS							
Outstanding							
TYLER TECHNOLOGIES	025-96603	09/30/2014	ANNUAL SOFTWARE MAINTENANCE (JULY2014-JULY2015)	107-112-600-303		09/30/2014	20,132.47
						Outstanding Total:	20,132.47
					Department 112 - COMPUTER ASSESSMENTS		20,132.47
					Fund 107 - COMPUTER ASSESSMENTS		20,132.47
Fund: 203 - SCHOOL BOND & INTEREST							
Department: 860 - SCHOOL BOND & INTEREST							
Outstanding							
STARKVILLE CITY SCHOOL DISTRICT	INV0011861	09/26/2014	SCHOOL BOND SURPLUS	203-860-949-978		09/26/2014	474,188.16
						Outstanding Total:	474,188.16
					Department 860 - SCHOOL BOND & INTEREST		474,188.16
					Fund 203 - SCHOOL BOND & INTEREST		474,188.16

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Fund: 311 - PARKING MILL PROJECT							
Department: 656 - PARKING MILL PROJECT							
Outstanding							
COPELAND & JOHNS, INC	13010-009	09/30/2014	STARKVILLE PARKING GARA	311-656-600-333		09/30/2014	39,324.55
PRITCHARD ENGINEERING, INC	9831	09/30/2014	COTTON MILL	311-656-600-333		09/30/2014	11,200.00
MALOUF CONSTRUCTION CORP	INV0011956	09/30/2014	STARKVILLE PARKING GARA	311-656-912-850		09/30/2014	769,500.00
Outstanding Total:							820,024.55
Fund: 375 - PARK AND REC TOURISM							
Department: 551 - PARK & REC TOURISM							
Outstanding							
LEAGUE SPORTS SERVICES, LLC	112008	09/26/2014	CUSTOMER#39759001 PARKS/REC AUG2014 CHARGES	375-551-907-942		09/26/2014	339.50
LOWE'S	06782	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	25.58
LOWE'S	01808	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	108.93
OKTIBBEHA COUNTY COOPERATIVE	785397	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	245.00
LOWE'S	02276	09/25/2014	02276	375-551-907-942		09/25/2014	37.96
RADIO SHACK	025220	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	29.99
R&M TIRES	1097546	09/25/2014	DODGE 1500 2014 OIL CHANGE SUPPLY	375-551-907-942		09/25/2014	67.40
CANON FINANCIAL SERVICES, INC	14173988	09/25/2014	CHARGES/LABOR				
GATEWAY TIRE & SERVICE CENTER	1102452769	09/25/2014	MODEL IRC5250 MONTHLY RENTAL	375-551-907-942		09/25/2014	382.00
LOWE'S	01467	09/25/2014	FIRESTONE TIRE MOUNT & DISPOSAL	375-551-907-942		09/25/2014	842.86
LOWE'S	09620	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	299.71
SULLIVAN'S OFFICE SUPPLY, INC.	169901	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	166.77
OKTIBBEHA COUNTY COOPERATIVE	787602	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	69.00
LOWE'S	01568	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	59.99
LOWE'S	09870	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	45.96
LOWE'S	001865	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	217.28
LOWE'S	02984	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	58.63
FARRELL-CALHOUN CO	00071047	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	161.85
COLE'S AUTO REPAIR	16020	09/25/2014	REPLACED PLUGS/WIRES TRUCK#107 FORD F150	375-551-907-942		09/25/2014	176.25
Outstanding Total:							316.04
Department 556 - PARKING MILL PROJECT Total:							
Fund 311 - PARKING MILL PROJECT Total:							820,024.55

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WRISTBAND RESOURCES	C11468256	09/25/2014	PURPLE, GREEN, YELLOW, RED, BLUE WRISTBANDS	375-551-907-942		09/25/2014	1,052.00
G & K SERVICES	1231658912	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	34.00
G & K SERVICES	1231675708	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	34.00
G & K SERVICES	1231679075	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	34.00
G & K SERVICES	1231682433	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	34.00
G & K SERVICES	1231685791	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	34.00
BIDDY SAW WORKS, INC.	144714	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	978.84
OKTIBBEHA COUNTY COOPERATIVE	790759	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	26.37
STARKVILLE TENNIS ASSOCIATION	142	09/25/2014	LABOR/MATERIALS WORKED ON SHS TENNIS COURT	375-551-907-942		09/25/2014	1,355.08
LOWE'S	10528	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	22.76
CANON SOLUTIONS AMERIC	810286	09/25/2014	UC16D : BLACK/COLOR COPIES MAINTENANCE	375-551-907-942		09/25/2014	310.90
LOWE'S	02645	09/25/2014	METERED				
LOWE'S	02750	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	49.18
NEWELL PAPER COMPANY	725464	09/25/2014	ACC#99007173273 SUPPLIES	375-551-907-942		09/25/2014	22.57
NEWELL PAPER COMPANY	726136	09/25/2014	SUPPLIES	375-551-907-942		09/25/2014	121.13
			SUPPLIES	375-551-907-942		09/25/2014	390.78
Outstanding Total:							8,150.31
Department 551 - PARK & REC TOURISM Total:							8,150.31
Fund 375 - PARK AND REC TOURISM Total:							8,150.31
DIXIE WHOLESale WATERWORKS	432757	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	3,805.30
SOUTHERN PIPE AND SUPPLY CO., INC	7987658-00	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	878.00
RACKLEY OIL INC.	000391740	09/30/2014	FUEL	400-000-070-250		09/30/2014	22,322.55
G & C SUPPLY CO., INC	6552125	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	238.39
G & C SUPPLY CO., INC	6553533	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	2,256.00
SOUTHERN PIPE AND SUPPLY CO., INC	7996041-00	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	1,197.00
BELL BUILDING SUPPLY, INC.	89630	09/30/2014	1 1/4x3 GALV NIP	400-000-070-250		09/30/2014	2.09
BELL BUILDING SUPPLY, INC.	90196	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	70.47
CENTRAL PIPE SUPPLY, INC.	X17602	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	442.36
CENTRAL PIPE SUPPLY, INC.	X17718	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	162.85
CENTRAL PIPE SUPPLY, INC.	X16131	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	1,837.90
CENTRAL PIPE SUPPLY, INC.	X16491	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	1,233.01
CENTRAL PIPE SUPPLY, INC.	X16985	09/30/2014	SUPPLIES	400-000-070-250		09/30/2014	126.60

Fund: 400 - WATER & SEWER DEPARTMENTS

Department: 000 - UNDESIGNATED

Outstanding

Expense Approval Report

Post Dates: 9/24/2014 - 9/30/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
EAST MISSISSIPPI LUMBER CO.	K84484/1	09/30/2014	3/4" GALV COUPLING	400-000-070-250		09/30/2014	2.24
Department: 721 - NEW CONSTRUCTION REHAB							
Outstanding							
LEE'S PRECAST CONCRETE, INC	85145	09/30/2014	SUPPLIES	400-721-630-566		09/30/2014	882.00
SOUTHERN PIPE AND SUPPLY CO., INC	7671375-00	09/30/2014	SUPPLIES FOR #F6300 / F632	400-721-630-566		09/30/2014	19,118.40
SOUTHERN PIPE AND SUPPLY CO., INC	7671375-01	09/30/2014	SUPPLIES FOR #F6300 / F632	400-721-630-566		09/30/2014	23,889.60
SOUTHERN PIPE AND SUPPLY CO., INC	7671375-02	09/30/2014	SUPPLIES FOR #F6300 / F632	400-721-630-566		09/30/2014	16,871.40
SOUTHERN PIPE AND SUPPLY CO., INC	7671375-03	09/30/2014	SUPPLIES FOR #F6300 / F632	400-721-630-566		09/30/2014	17,520.30
SOUTHERN PIPE AND SUPPLY CO., INC	7671375-04	09/30/2014	SUPPLIES FOR #F6300 / F632	400-721-630-566		09/30/2014	17,520.30
SOUTHERN PIPE AND SUPPLY CO., INC	7671375-06	09/30/2014	SUPPLIES FOR #F6300 / F632	400-721-630-566		09/30/2014	17,520.30
SOUTHERN PIPE AND SUPPLY CO., INC	7671375-07	09/30/2014	SUPPLIES FOR #F6300 / F632	400-721-630-566		09/30/2014	17,217.90
SOUTHERN PIPE AND SUPPLY CO., INC	7671375	09/30/2014	SUPPLIES FOR #F6300 / F632	400-721-630-566		09/30/2014	17,520.30
LEE'S PRECAST CONCRETE, INC	85688	09/30/2014	SUPPLIES	400-721-630-566		09/30/2014	15,337.40
THE WELDING WORKS LLC	1347	09/30/2014	SUPPLIES	400-721-630-400		09/30/2014	450.00
THE WELDING WORKS LLC	1357	09/30/2014	SUPPLIES	400-721-630-400		09/30/2014	600.00
THE WELDING WORKS LLC	1374	09/30/2014	SUPPLIES	400-721-630-400		09/30/2014	100.00
CSPIRE WIRELESS	INV0011949	09/30/2014	AUG2014 CHARGES	400-721-604-330		09/30/2014	365.73
CENTRAL PIPE SUPPLY, INC.	X16868	09/30/2014	6" PC 350 SLIP JOINT	400-721-630-566		09/30/2014	1,505.70
TERRY STIDHAM	624422	09/26/2014	CONCRETE - 4DRIVEWAYS - FREEMAN ST.	400-721-630-568		09/26/2014	6,400.00
FASTENAL COMPANY	MSSTA52694	09/30/2014	7PC RACHET SET	400-721-555-250		09/30/2014	60.40
M. B. HAMPTON	4436	09/30/2014	SIDEWALK	400-721-630-566		09/30/2014	4,990.00
M. B. HAMPTON	4437	09/30/2014	REMOVE CONCRETE	400-721-630-566		09/30/2014	4,700.00
OKTIBBEHA COUNTY COOPERATIVE	787580	09/30/2014	42 YARDS TOP SOIL / 1PAIR TONY LAMA BOOTS	400-721-630-566		09/30/2014	1,627.99
BELL BUILDING SUPPLY, INC.	89464	09/30/2014	single sided key	400-721-555-250		09/30/2014	1.17
TRADE AMERICA INC.	18889	09/30/2014	16oz DART CUP (1cs)	400-721-555-250		09/30/2014	43.55
OKTIBBEHA COUNTY COOPERATIVE	789034	09/30/2014	3 YARDS TOP SOIL	400-721-630-566		09/30/2014	108.00
TERRY STIDHAM	624426	09/30/2014	SUPPLIES	400-721-630-568		09/30/2014	500.00
RONNIE SMITH	INV0011960	09/30/2014	REIMBURSEMENT FOR LICENSE	400-721-691-550		09/30/2014	106.00

Outstanding Total:

34,574.76

Department 000 - UNDESIGNATED Total:

34,574.76

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Post Dates: 9/24/2014 - 9/30/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
THE WELDING WORKS LLC	1437	09/30/2014	SUPPLIES	400-721-630-400		09/30/2014	350.00
BULLMAN YARDWORKS	720517	09/30/2014	SOD	400-721-630-566		09/30/2014	3,517.00
TONY CHUNN	INV0011958	09/30/2014	SUPPLIES	400-721-691-550		09/30/2014	60.00
CINTAS	215747828	09/24/2014	REHAB	400-721-535-233		09/24/2014	23.23
THOMPSON MACHINERY	PC110213370	09/30/2014	SUPPLIES	400-721-630-400		09/30/2014	112.76
SOUTHERN	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	400-721-604-330		09/24/2014	53.80
TELECOMMUNICATIONS							
IVY AUTO PARTS, LLC.	478197	09/30/2014	SUPPLIES	400-721-555-250		09/30/2014	17.49
STARKVILLE AUTO PARTS	5151-72714	09/30/2014	SUPPLIES	400-721-555-250		09/30/2014	36.99
CSPIRE WIRELESS	INV0011948	09/30/2014	SEPT 2014 CHARGES	400-721-604-330		09/30/2014	327.91
STARKVILLE AUTO PARTS	5151-72805	09/30/2014	SUPPLIES	400-721-555-250		09/30/2014	157.98
INTERSTATE BATTERY OF CNTRL MS	65488	09/30/2014	SUPPLIES	400-721-630-400		09/30/2014	113.95
BRYCE MORGAN	INV0011954	09/30/2014	SUPPLIES	400-721-585-250		09/30/2014	2,000.00
CINTAS	215749561	09/30/2014	REHAB	400-721-535-233		09/30/2014	23.23
TERRY STIDHAM	624429	09/30/2014	SUPPLIES	400-721-630-568		09/30/2014	5,488.00
TERRY STIDHAM	624433	09/30/2014	SUPPLIES	400-721-630-564		09/30/2014	1,250.00
TERRY STIDHAM	624434	09/30/2014	SUPPLIES	400-721-630-568		09/30/2014	1,240.00
TERRY STIDHAM	624436	09/30/2014	SUPPLIES	400-721-630-568		09/30/2014	525.00
TERRY STIDHAM	624437	09/30/2014	SUPPLIES	400-721-630-568		09/30/2014	540.00
TERRY STIDHAM	624438	09/30/2014	SUPPLIES	400-721-630-568		09/30/2014	780.00
BELL BUILDING SUPPLY, INC.	88636	09/30/2014	6" SLIP CAP	400-721-555-250		09/30/2014	24.15
Department: 723 - WATER DEPARTMENT							Outstanding Total: 201,597.93
Outstanding							Department 721 - NEW CONSTRUCTION REHAB Total: 201,597.93
THE WELDING WORKS LLC	1311	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	875.00
THE WELDING WORKS LLC	1312	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	830.00
THE WELDING WORKS LLC	1313	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	100.00
FASTENAL COMPANY	MN01934094	09/30/2014	YEARLY USAGE FEE FOR MACHINES (FAST PROGRAM FEE)	400-723-555-250		09/30/2014	300.00
THE WELDING WORKS LLC	1310	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	1,500.00
THE WELDING WORKS LLC	1345	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	1,500.00
THE WELDING WORKS LLC	1350	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	600.00
THE WELDING WORKS LLC	1373	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	100.00
DELTA INDUSTRIES, INC	424288	09/30/2014	3000 PSI 20% & MIN. LOAD CHARGE	400-723-587-279		09/30/2014	245.50
DELTA INDUSTRIES, INC	424481	09/30/2014	3000 PSI 20%	400-723-587-279		09/30/2014	582.00
RONNIE JONES CONSTRUCTION, INC	9238-STARK	09/30/2014	HELEN CIRCLE - FILL SAND	400-723-587-279		09/30/2014	398.86
CINTAS FIRST AID & SAFETY	500J551244	09/30/2014	SUPPLIES	400-723-585-277		09/30/2014	77.98
RONNIE JONES CONSTRUCTION, INC	9236-STARK	09/30/2014	LIMESTONE	400-723-587-279		09/30/2014	2,650.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FASTENAL COMPANY	MSSTA51894	09/30/2014	SUPPLIES	400-723-555-250		09/30/2014	288.00
FASTENAL COMPANY	MSSTA51921	09/30/2014	SUPPLIES	400-723-555-250		09/30/2014	204.02
BOB WEINING	INV0011953	09/30/2014	8 HRS TESTING	400-723-691-550		09/30/2014	400.00
POWERSTROKE EQUIPMENT SALES & SVC	0415	09/30/2014	REPAIR SAW	400-723-630-400		09/30/2014	345.93
COLUMBUS RUBBER & GASKET CO., INC.	482362-001	09/24/2014	HOSE FAB	400-723-585-277		09/24/2014	141.65
COLUMBUS RUBBER & GASKET CO., INC.	482362-002	09/24/2014	HOSE ASSY	400-723-585-277		09/24/2014	56.98
THE WELDING WORKS LLC	1395	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	900.00
MMC MATERIALS, INC.	338332	09/30/2014	3000PSI 20%	400-723-587-279		09/30/2014	470.00
CINTAS FIRST AID & SAFETY	5001797192	09/30/2014	SUPPLIES	400-723-585-277		09/30/2014	50.30
OKTIBBEHA COUNTY COOPERATIVE	785562	09/30/2014	WARPS PLASTIC 4 ML 20x25B POLY SHEETING	400-723-585-277		09/30/2014	15.50
CHARLES JORDAN	INV0011955	09/30/2014	REIMBURSEMENT	400-723-691-550		09/30/2014	159.00
FASTENAL COMPANY	MSSTA52676	09/30/2014	VENDING	400-723-555-250		09/30/2014	358.45
OKTIBBEHA COUNTY COOPERATIVE	785895	09/30/2014	MAIL BOX POST / MAILBOX / LETTERS	400-723-585-277		09/30/2014	37.55
SOUTHERN PIPE AND SUPPLY CO., INC	7980264-00	09/30/2014	5 EA, HAND PUMPS	400-723-585-277		09/30/2014	233.35
CANON FINANCIAL SERVICES, INC	14173986	09/30/2014	UCOYO - MONTHLY RENT - SEPT2014	400-723-604-330		09/30/2014	43.75
BELL BUILDING SUPPLY, INC.	89060	09/30/2014	SUPPLIES	400-723-555-250		09/30/2014	46.48
FASTENAL COMPANY	MSSTA52747	09/30/2014	SUPPLIES	400-723-555-250		09/30/2014	188.01
COLUMBUS RUBBER & GASKET CO., INC.	483540-001	09/30/2014	1EA. HOSE ASSY	400-723-585-277		09/30/2014	123.38
TRADE AMERICA INC.	18845	09/30/2014	SUPPLIES	400-723-585-277		09/30/2014	18.45
TRADE AMERICA INC.	18846	09/30/2014	SUPPLIES	400-723-585-277		09/30/2014	227.40
TRADE AMERICA INC.	18847	09/30/2014	SUPPLIES	400-723-585-277		09/30/2014	309.79
GATEWAY TIRE & SERVICE CENTER	I102458926	09/30/2014	OIL CHANGE	400-723-630-400		09/30/2014	46.85
PERFORMANCE AUTOMOTIVE & TOWING, IN	INV0011952	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	648.54
FASTENAL COMPANY	MSSTA52889	09/30/2014	VENDING	400-723-555-250		09/30/2014	332.36
NEWELL PAPER COMPANY	726279	09/30/2014	SUPPLIES	400-723-585-277		09/30/2014	264.16
FRANK ROGERS	INV0011959	09/30/2014	REIMBURSEMENT	400-723-691-550		09/30/2014	49.00
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	400-723-604-330		09/30/2014	80.02
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	400-723-604-330		09/26/2014	73.33
OKTIBBEHA COUNTY	INV0011859	09/26/2014	FILING OF UTILITY EASEMENTS	400-723-600-328		09/26/2014	168.00
CINTAS	215747832	09/24/2014	AUTO	400-723-535-233		09/24/2014	35.00
CINTAS	215747833	09/24/2014	WATER	400-723-535-233		09/24/2014	135.74
MMC MATERIALS, INC.	340717	09/30/2014	SUPPLIES	400-723-587-279		09/30/2014	282.00
POWERSTROKE EQUIPMENT SALES & SVC	0493	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	331.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	400-723-604-330		09/24/2014	156.38
FASTENAL COMPANY	MSSTAS3013	09/30/2014	VENDING	400-723-555-250		09/30/2014	325.44
STARKVILLE AUTO PARTS	5151-72731	09/30/2014	SUPPLIES	400-723-587-279		09/30/2014	28.58
PITNEY BOWES INC- PURCHASE POWER	INV0011857	09/26/2014	PURCHASE POWER	400-723-604-330		09/26/2014	105.14
CHRIS LOTT	INV0011951	09/30/2014	ACC#8000-9000-1141-9748 MATERIAL AND LABOR TO REBUILD MAILBOX	400-723-587-279		09/30/2014	1,020.00
EMPIRE TRUCK SALES, INC.	RE005007068:01	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	247.02
DOROTHY EDWARDS	INV0011869	09/26/2014	REIMBURSEMENT FOR PLUMBER SERVICE CALL	400-723-691-550		09/26/2014	50.00
GATEWAY TIRE & SERVICE CENTER	I102473065	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	46.85
CINTAS	215749565	09/30/2014	AUTO	400-723-535-233		09/30/2014	35.00
CINTAS	215749566	09/30/2014	WATER	400-723-535-233		09/30/2014	135.74
TERRY STIDHAM	624431	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	375.00
TERRY STIDHAM	624432	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	1,050.00
TERRY STIDHAM	624435	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	650.00
TERRY STIDHAM	624439	09/30/2014	WATER LINE	400-723-630-400		09/30/2014	1,200.00
SULLIVAN'S OFFICE SUPPLY, INC.	169456	09/30/2014	SUPPLIES	400-723-585-277		09/30/2014	13.47
THE WELDING WORKS LLC	1418	09/30/2014	SUPPLIES	400-723-630-400		09/30/2014	250.00
SULLIVAN'S OFFICE SUPPLY, INC.	169457	09/30/2014	SUPPLIES	400-723-585-277		09/30/2014	79.98
CANON SOLUTIONS AMERIC	809952	09/30/2014	UCOVO- MONTHLY USAGE	400-723-604-330		09/30/2014	44.24
SULLIVAN'S OFFICE SUPPLY, INC.	169521	09/30/2014	SUPPLIES	400-723-585-277		09/30/2014	99.98
COLUMBUS RUBBER & GASKET CO., INC.	483010-001	09/30/2014	1EA. HOSE ASSY	400-723-630-400		09/30/2014	130.90
BELL BUILDING SUPPLY, INC.	88394	09/30/2014	SUPPLIES	400-723-555-250		09/30/2014	72.99
BELL BUILDING SUPPLY, INC.	88477	09/30/2014	SUPPLIES	400-723-555-250		09/30/2014	13.79
BELL BUILDING SUPPLY, INC.	88495	09/30/2014	SUPPLIES	400-723-555-250		09/30/2014	25.78
BELL BUILDING SUPPLY, INC.	88497	09/30/2014	SUPPLIES	400-723-555-250		09/30/2014	13.24
OKTIBBEHA COUNTY COOPERATIVE	784850	09/30/2014	2 yards TOP SOIL	400-723-585-277		09/30/2014	72.00

Outstanding Total: 23,066.60

Department 723 - WATER DEPARTMENT Total: 23,066.60

Department: 726 - WASTEWATER TREATMENT PLANT

Outstanding							
H & R AGRI-POWER	CN04032	09/30/2014	SUPPLIES	400-726-630-400		09/30/2014	47.30
ENVIRO-LABS, INC	140831-1406	09/30/2014	2541,2542,2551 EFFLUENT	400-726-600-338		09/30/2014	149.00
ADVANCED LANDSCAPING	INV0011880	09/30/2014	AUG2014 BANYAN/BROOK/CANNA/SA ND RD.	400-726-600-338		09/30/2014	965.00

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Post Dates: 9/24/2014 - 9/30/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
ORMAN'S WELDING & FAB., INC.	24718	09/30/2014	PULL PUMP 1 & 2 DEERFIELD & REPLACE SEALS	400-726-630-400		09/30/2014	495.00
ORMAN'S WELDING & FAB., INC.	24362	09/30/2014	REPLACE BEARINGS ON AERATOR	400-726-630-400		09/30/2014	1,937.78
LAWSON PRODUCTS, INC.	9302741764	09/30/2014	SUPPLIES / FREIGHT	400-726-555-250		09/30/2014	103.56
FASTENAL COMPANY	MSSTAS2827	09/30/2014	99% ISOPR ALCHOL (1GAL)	400-726-577-274		09/30/2014	152.34
TRADE AMERICA INC.	18849	09/30/2014	DISTILLED WATER / LYSOL SUPPLIES	400-726-555-250		09/30/2014	92.45
ROBINSON'S WESTERN AUT	71613	09/30/2014	PULLEY / BELT	400-726-630-400		09/30/2014	50.90
VERIZON WIRELESS	9731368241	09/30/2014	SEPT2014 CHARGES	400-726-604-330		09/30/2014	40.01
DELTACOM	INV0011878	09/29/2014	SEPT2014 CHARGES	400-726-630-400		09/29/2014	61.00
CINTAS	215747830	09/24/2014	WASTE WATER	400-726-535-233		09/24/2014	6.64
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0011853	09/24/2014	ELECTRIC BILL CHARGES SEPT2014	400-726-625-380		09/24/2014	682.52
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	400-726-604-330		09/24/2014	82.95
CINTAS	215749563	09/30/2014	WASTE WATER	400-726-535-233		09/30/2014	6.64
STARKVILLE ELECTRIC	INV0011950	09/30/2014	SEPT2014 CHARGES	400-726-625-380		09/30/2014	158.08
Outstanding Total:							5,031.17
Department 726 - WASTEWATER TREATMENT PLANT Total:							5,031.17

Department: 740 - DRINKING WATER TREATMENT

Outstanding							
CONTROL SYSTEMS	49587	09/30/2014	SUPPLIES	400-740-604-330		09/30/2014	250.00
HACH	8990708	09/24/2014	COLOR METER	400-740-600-325		09/24/2014	1,315.35
HACH	8998029	09/24/2014	FLUORIDE REAGENT / FREIGHT	400-740-600-325		09/24/2014	596.07
CALVERT-SPRADLING ENGINEERS, INC	5340	09/26/2014	DONAHOO / SPRADLING LABOR - MONTGOMERY STREET	400-740-720-800		09/26/2014	65.00
HARCROS CHEMICALS, INC	210017760	09/26/2014	CURRY CHEMICALS	400-740-575-274		09/26/2014	209.57
HARCROS CHEMICALS, INC	210017762	09/26/2014	MONTGOMERY CHEMICALS	400-740-575-274		09/26/2014	728.99
HARCROS CHEMICALS, INC	210017763	09/26/2014	PARKDALE CHEMICALS	400-740-575-274		09/26/2014	209.57
HARCROS CHEMICALS, INC	210017764	09/26/2014	BLUEFIELD CHEMICALS	400-740-575-274		09/26/2014	419.15
IVY AUTO PARTS, LLC.	477848	09/30/2014	#64 DODGE FILTER & OIL	400-740-630-400		09/30/2014	30.63
CONTROL SYSTEMS	49531	09/30/2014	UPGRADE CURRY SCADA RT	400-740-720-800		09/30/2014	8,500.00
CONTROL SYSTEMS	49532	09/30/2014	UPGRADE BLUEFIELD SCADA RT	400-740-720-800		09/30/2014	8,500.00
CONTROL SYSTEMS	49673	09/26/2014	CURRY ANTENNA REPLACEMENT	400-740-586-278		09/26/2014	1,740.00
CONTROL SYSTEMS	49681	09/30/2014	REPLACE SCALES COMIM ANTENNA	400-740-586-278		09/30/2014	2,645.00
STARKVILLE AUTO PARTS	5151-72292	09/30/2014	#64 DODGE FLUIDS	400-740-630-400		09/30/2014	34.85
STARKVILLE AUTO PARTS	5151-72312	09/30/2014	#64 DODGE PARTS	400-740-630-400		09/30/2014	157.71

Expense Approval Report

Post Dates: 9/24/2014 - 9/30/2014

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CHLORINATION & CONTROLS, INC	7203	09/30/2014	CHECK VALVE, HYDRO EJ-1000 AND REBUILD	400-740-586-278		09/30/2014	1,165.00
NESSCO ELECTRICAL DISTRIBUTORS	51960576.001	09/30/2014	LIGHTS	400-740-691-550		09/30/2014	66.96
USA BLUEBOOK	453142	09/30/2014	SODA ACH PUMP/ DIFFUSER & TESTER / FREIGHT	400-740-586-278		09/30/2014	4,225.61
CHLORINATION & CONTROLS, INC	7378	09/30/2014	3 CLZ REGULATOR TRADE OUT	400-740-586-278		09/30/2014	3,406.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0011853	09/24/2014	ELECTRIC BILL CHARGES SEPT2014	400-740-625-380		09/24/2014	146.92
STARKVILLE GARBAGE	INV0011973	09/30/2014	SEPT2014 - GARBAGE	400-740-691-550		09/30/2014	90.00
STARKVILLE ELECTRIC	INV0011950	09/30/2014	SEPT2014 CHARGES	400-740-625-380		09/30/2014	24,130.21
Outstanding Total:							58,632.59
Department 740 - DRINKING WATER TREATMENT Total:							58,632.59
Fund 400 - WATER & SEWER DEPARTMENTS Total:							322,903.05

Fund: 500 - CITY VEHICLE MAINTENANCE SHOP
Department: 193 - INTERNAL SERVICE (SHOP)

Outstanding							
METROCAST	INV0011860	09/26/2014	SEPT2014 CHARGES	500-193-604-330		09/26/2014	73.33
SOUTHERN TELECOMMUNICATIONS	INV0011854	09/24/2014	JULY 2014 PHONE CHARGES	500-193-604-330		09/24/2014	28.56
Outstanding Total:							101.89
Department 193 - INTERNAL SERVICE (SHOP) Total:							101.89
Fund 500 - CITY VEHICLE MAINTENANCE SHOP Total:							101.89
Grand Total:							1,831,231.13

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	121,150.58	0.00
002 - RESTRICTED POLICE FUND	1,027.54	0.00
015 - AIRPORT FUND	55,196.03	0.00
022 - SANITATION	6,338.16	0.00
023 - LANDFILL ACCOUNT	2,018.39	0.00
107 - COMPUTER ASSESSMENTS	20,132.47	0.00
203 - SCHOOL BOND & INTEREST	474,188.16	0.00
311 - PARKING MILL PROJECT	820,024.55	0.00
375 - PARK AND REC TOURISM	8,150.31	0.00
400 - WATER & SEWER DEPARTMENTS	322,903.05	0.00
500 - CITY VEHICLE MAINTENANCE SHOP	101.89	0.00
Grand Total:	1,831,231.13	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	667.72	0.00
001-000-054-208	DUE FROM PARKS & REC	195.61	0.00
001-000-070-251	FUEL INVENTORY	403.15	0.00
001-000-149-691	MUNICIPAL COURT BON	1,711.00	0.00
001-000-330-135	COURT CLERK SETTLEME	8,025.00	0.00
001-100-604-330	COMMUNICATIONS	547.93	0.00
001-110-501-200	SUPPLIES	1,182.14	0.00
001-110-600-300	PROFESSIONAL SERVICE	320.00	0.00
001-110-604-330	COMMUNICATIONS	458.03	0.00
001-111-604-330	COMMUNICATIONS	73.77	0.00
001-120-501-200	SUPPLIES	313.79	0.00
001-120-503-202	COMMITTEE SUPPORT	41.60	0.00
001-120-604-330	COMMUNICATIONS	1,148.53	0.00
001-123-604-330	COMMUNICATIONS	1,115.43	0.00
001-123-630-400	EQUIPMENT REPAIR &	70.00	0.00
001-123-918-805	MACHINERY AND EQUIP	87.50	0.00
001-145-604-330	COMMUNICATIONS	424.17	0.00
001-145-630-400	EQUIPMENT REPAIR &	467.95	0.00
001-145-690-556	OTHER DUES	65.00	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-309	LEGAL EXPENSES	1,400.00	0.00
001-180-604-330	COMMUNICATIONS	193.13	0.00
001-180-691-550	MISCELLANEOUS	38.84	0.00
001-190-501-200	SUPPLIES	33.94	0.00
001-190-604-330	COMMUNICATIONS	251.81	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-190-630-401	OFFICE EQUIP MAINT	287.22	0.00
001-192-535-233	UNIFORMS	62.22	0.00
001-192-625-380	UTILITIES	2,500.08	0.00
001-192-630-403	REPAIRS TO BUILDING	166.36	0.00
001-196-630-402	REPAIRS & MAINTENAN	999.99	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	495.00	0.00
001-196-637-637	BRUSH ARBOR	400.00	0.00
001-196-691-550	MISCELLANEOUS	656.00	0.00
001-197-600-308	ENGINEERING SERVICES	2,000.00	0.00
001-197-604-330	COMMUNICATIONS	388.25	0.00
001-197-630-400	EQUIPMENT REPAIR &	1,849.80	0.00
001-201-525-231	GAS & OIL	2,709.50	0.00
001-201-535-233	UNIFORMS	789.10	0.00
001-201-555-250	SUPPLIES & SMALL TOO	1,312.17	0.00
001-201-600-300	PROFESSIONAL SERVICE	943.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	356.00	0.00
001-201-604-330	COMMUNICATIONS	5,850.91	0.00
001-201-625-380	UTILITIES	2,497.27	0.00
001-201-630-360	SHOP REPAIRS & MAINT	1,372.32	0.00
001-201-630-404	RADIO MAINTENANCE /	120.00	0.00
001-201-630-426	BUILDING MAINTENANC	15.16	0.00
001-215-541-237	OPERATING SUPPLIES	5,745.49	0.00
001-237-545-238	FIRING RANGE SUPPLIES	1,685.34	0.00
001-250-604-330	COMMUNICATIONS	451.48	0.00
001-250-730-543	EQUIPMENT	600.00	0.00
001-261-525-231	GAS & OIL	381.68	0.00
001-261-600-319	PHYSICAL EXAMINATION	230.00	0.00
001-261-600-430	UNIFORM CLEANING	106.00	0.00
001-261-630-360	SHOP REPAIRS & MAINT	284.79	0.00
001-261-691-550	MISCELLANEOUS	46.32	0.00
001-261-918-805	MACHINERY AND EQUIP	17,765.25	0.00
001-263-600-390	FIRE TRAINING	6,539.80	0.00
001-264-604-330	COMMUNICATIONS	3,737.35	0.00
001-264-630-404	RADIO MAINTENANCE /	23.44	0.00
001-267-558-269	BUILDING MAINTENANC	140.17	0.00
001-267-625-380	UTILITIES	2,266.70	0.00
001-281-525-231	GAS & OIL	7.50	0.00
001-281-555-250	SUPPLIES & SMALL TOO	30.00	0.00
001-281-604-330	COMMUNICATIONS	1,193.88	0.00
001-290-625-380	UTILITIES	201.07	0.00
001-301-501-200	SUPPLIES	283.00	0.00
001-301-535-233	UNIFORMS	224.64	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-555-250	SUPPLIES & SMALL TOO	2,156.20	0.00
001-301-560-270	CONSTRUCTION MATER	6,453.00	0.00
001-301-555-272	STREETS SIGNS & PAINT	157.32	0.00
001-301-604-330	COMMUNICATIONS	348.53	0.00
001-301-630-400	EQUIPMENT REPAIR &	869.08	0.00
001-302-625-380	UTILITIES	8,483.08	0.00
001-360-525-231	GAS & OIL	135.25	0.00
001-360-555-250	SUPPLIES & SMALL TOO	50.00	0.00
001-360-604-330	COMMUNICATIONS	83.68	0.00
001-360-625-380	UTILITIES	1,207.73	0.00
001-600-721-813	TRAFFIC LIGHT MAINT	575.34	0.00
001-600-902-938	LYNN LANE ROW	1,585.58	0.00
001-600-912-815	SPORTS/PLEX PAVING RE	4,905.00	0.00
001-600-912-822	CARVER DRIVE	3,261.50	0.00
001-600-948-857	STORM DRAINAGE	754.00	0.00
001-605-600-300	PROFESSIONAL SERVICE	3,000.00	0.00
002-251-501-200	SUPPLIES	889.67	0.00
002-251-600-300	PROFESSIONAL SERVICE	137.87	0.00
015-505-600-338	CONTRACT SERVICES	78.38	0.00
015-505-604-330	COMMUNICATIONS	338.41	0.00
015-505-625-380	UTILITIES	1,087.18	0.00
015-505-630-403	REPAIRS TO BLDG/DIP G	53,163.45	0.00
015-505-691-550	MISCELLANEOUS	528.61	0.00
022-322-525-231	GAS & OIL	428.42	0.00
022-322-535-233	UNIFORMS	430.51	0.00
022-322-600-379	REGIONAL LANDFILL EXP	1,590.00	0.00
022-322-604-330	COMMUNICATIONS	526.98	0.00
022-322-630-360	SHOP REPAIRS & MAINT	2,971.60	0.00
022-325-630-360	SHOP REPAIRS & MAINT	26.50	0.00
022-341-535-233	UNIFORMS	107.32	0.00
022-341-604-330	COMMUNICATIONS	73.33	0.00
022-341-630-360	SHOP REPAIRS & MAINT	183.50	0.00
023-323-535-233	UNIFORMS	70.00	0.00
023-323-604-330	COMMUNICATIONS	107.30	0.00
023-323-625-380	UTILITIES	108.02	0.00
023-323-630-360	SHOP REPAIRS & MAINT	273.98	0.00
023-323-630-400	EQUIPMENT REPAIR &	1,342.59	0.00
023-323-635-372	EQUIPMENT RENTAL	116.50	0.00
107-112-600-303	DATA PROCESSING	20,132.47	0.00
203-860-949-978	REFUND	474,188.16	0.00
311-656-600-333	ADMINISTRIVE SERVICES	50,524.55	0.00
311-656-912-850	CONSTRUCTION	769,500.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
375-551-907-942	PARK IMP/CAPITAL PROJ	8,150.31	0.00
400-000-070-250	INVENTORY	34,574.76	0.00
400-721-535-233	UNIFORMS	45.46	0.00
400-721-555-250	SUPPLIES & SMALL TOO	341.73	0.00
400-721-585-250	SUPPLIES & SMALL TOO	2,000.00	0.00
400-721-604-330	COMMUNICATIONS	747.44	0.00
400-721-630-400	EQUIPMENT REPAIR &	1,726.71	0.00
400-721-630-564	CONTRACT LABOR	1,250.00	0.00
400-721-630-566	CONSTRUCTION MATERI	179,846.59	0.00
400-721-630-568	CONTRACT LABOR	15,473.00	0.00
400-721-691-550	MISCELLANEOUS	166.00	0.00
400-723-535-233	UNIFORMS	341.48	0.00
400-723-555-250	SUPPLIES & SMALL TOO	2,168.56	0.00
400-723-585-277	OTHER REP & MAINT - S	1,821.92	0.00
400-723-587-279	STREET MAINTENANCE S	5,677.74	0.00
400-723-600-328	CONTRACT SERVICE-LEG	168.00	0.00
400-723-604-330	COMMUNICATIONS	502.86	0.00
400-723-630-400	EQUIPMENT REPAIR &	11,728.04	0.00
400-723-691-550	MISCELLANEOUS	658.00	0.00
400-726-535-233	UNIFORMS	13.28	0.00
400-726-555-250	SUPPLIES & SMALL TOO	196.01	0.00
400-726-577-274	CHEMICALS	152.34	0.00
400-726-600-338	CONTRACT SERVICES	1,114.00	0.00
400-726-604-330	COMMUNICATIONS	122.96	0.00
400-726-625-380	UTILITIES	840.60	0.00
400-726-630-400	EQUIPMENT REPAIR &	2,591.98	0.00
400-740-575-274	CHEMICALS	1,567.28	0.00
400-740-586-278	TANK & WELL MAINTEN	13,181.61	0.00
400-740-600-325	WATER QUALITY ANAL	1,911.42	0.00
400-740-604-330	COMMUNICATIONS	250.00	0.00
400-740-625-380	UTILITIES	24,277.13	0.00
400-740-630-400	EQUIPMENT REPAIR &	223.19	0.00
400-740-691-550	MISCELLANEOUS	156.96	0.00
400-740-720-800	CAPITAL OUTLAY	17,065.00	0.00
500-193-604-330	COMMUNICATIONS	101.89	0.00
	Grand Total:	1,831,231.13	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,831,231.13	0.00
Grand Total:	1,831,231.13	0.00

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	108	ALARM ONE									
129432	09/30/14	0	Security System Monitoring		10/08/14	59.85	.00	CHK			
					VENDOR TOTAL:	59.85					
VENDOR:	110	ARKANSAS ELECTRIC									
3781043:3781044	09/30/14	5367	Stock Material		10/08/14	3101.10	.00	ACH			
					VENDOR TOTAL:	3101.10					
VENDOR:	125	AT & T									
09/22/14	09/30/14	0	Phone Bill		10/08/14	485.00	.00	CHK			
					VENDOR TOTAL:	485.00					
VENDOR:	134	ATWELL & GENT, P.A.									
7034-7037	09/30/14	0	Consulting Services		10/08/14	4940.00	.00	ACH			
					VENDOR TOTAL:	4940.00					
VENDOR:	139	ACC BUSINESS									
142534801	09/30/14	0	Internet Services		10/08/14	1299.20	.00	CHK			
					VENDOR TOTAL:	1299.20					
VENDOR:	190	BALDWIN LIGHTING, INC.									
4075:4674	09/30/14	5347	Concrete Poles		10/08/14	22944.00	.00	ACH			
					VENDOR TOTAL:	22944.00					
VENDOR:	195	BRIGGS EQUIPMENT									
INV0049102	09/30/14	540R	Forklift Rental		10/08/14	600.00	.00	ACH			
					VENDOR TOTAL:	600.00					
VENDOR:	202	BELL BUILDING SUPPLY									
89960	09/30/14	5401	Hex Bolts		10/08/14	24.99	.00	CHK			
					VENDOR TOTAL:	24.99					

STARKVILLE ELECTRIC DEPT			ACCOUNTS PAYABLE LISTING			UNPAID INVOICES			PAGE 2		
PRG. ACTPAYLT			FOR: 10/08/14 ACCOUNT 23200						RUN DATE 10/02/14 03:39 PM		
INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR: 308 BERRY ELECTRIC, LLC											
3491	09/30/14	5397 Contractor Work		10/08/14	3409.52	.00	CHK				
		VENDOR TOTAL:			3409.52						
VENDOR: 209 BLOSSMAN PROPANE GAS & APPL.											
114352	09/30/14	0 Propane		10/08/14	2.98	.00	CHK				
		VENDOR TOTAL:			2.98						
VENDOR: 303 C SPIRE WIRELESS											
09/30/14	09/30/14	0 Phone Bill		10/08/14	938.25	.00	CHK				
		VENDOR TOTAL:			938.25						
VENDOR: 306 CITY OF STARKVILLE											
09/30/14	09/30/14	0 Tax & Administration		10/08/14	112916.67	.00	CHK				
		VENDOR TOTAL:			112916.67						
VENDOR: 311 CAPWELD											
R 14090985	09/30/14	5409 Gas Cylinder Rentals		10/08/14	112.21	.00	CHK				
		VENDOR TOTAL:			112.21						
VENDOR: 318 CLAYTON VILLAGE MINI STG											
09/27/14	09/30/14	0 Storage Unit Rental		10/08/14	180.00	.00	ACH				
		VENDOR TOTAL:			180.00						
VENDOR: 337 COPY COW											
525723	09/30/14	5390 Instruction Book Copies		10/08/14	187.22	.00	ACH				
		VENDOR TOTAL:			187.22						
VENDOR: 400 IVY AUTO PARTS											
477016	09/30/14	5382 Battery & Fuses		10/08/14	115.74	.00	ACH				
		VENDOR TOTAL:			115.74						

INVOICE	DATE	PO NBR DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	550	EVANS PLUMBING & A/C								
550284	09/30/14	5422 Maintenance Server Room A/C		10/08/14	142.50	.00	CHK			
		VENDOR TOTAL:			142.50					
VENDOR:	552	EXPRESS SERVICES, INC								
14475472-8;14507	09/30/14	0 Temp Office Employee		10/08/14	742.06	.00	CHK			
		VENDOR TOTAL:			742.06					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
I102459639	09/30/14	5396 Backhoe Tire Repair		10/08/14	143.50	.00	CHK			
I102466128	09/30/14	5403 Tire Repair #33		10/08/14	295.21	.00	CHK			
		VENDOR TOTAL:			438.71					
VENDOR:	701	GLENN MACHINE WORKS, INC.								
99452	09/30/14	5375 Repair Boring Machine		10/08/14	31.02	.00	CHK			
		VENDOR TOTAL:			31.02					
VENDOR:	721	GOLDEN TRIANGLE								
09/30/14	09/30/14	5406 Commercial Waste Dumping		10/08/14	105.99	.00	CHK			
		VENDOR TOTAL:			105.99					
VENDOR:	809	HOWARD INDUSTRIES, INC.								
244024-431719	09/30/14	5239 Junction Cabinets		10/08/14	1059.00	.00	ACH			
		VENDOR TOTAL:			1059.00					
VENDOR:	818	HANCOCK EQUIP. & OIL CO.								
8530	09/30/14	5383 Pressure Washer Repair		10/08/14	665.00	.00	CHK			
		VENDOR TOTAL:			665.00					
VENDOR:	1231	TERRY KEMP								
09/30/14	09/30/14	0 TVPPA Executive Reimbursemen		10/08/14	207.32	.00	ACH			
		VENDOR TOTAL:			207.32					

STARKVILLE ELECTRIC DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/08/14 ACCOUNT 23200

RUN DATE 10/02/14 PAGE 4
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:										
874E-11C	1289	WCELROY ELEC CO, INC								
	09/30/14	5407 Contract Labor		10/08/14	21012.00	.00	CHK			
VENDOR TOTAL:					21012.00					
VENDOR:										
255606;257848	1319	MONTS PAPER & PACKAGING								
256935	09/30/14	5399 Paper and AP Checks		10/08/14	535.43	.00	CHK			
	09/30/14	5302 Receipt Books		10/08/14	469.80	.00	CHK			
VENDOR TOTAL:					1005.23					
VENDOR:										
51945550.001	7400	NESCO								
51947203.001	09/30/14	5309 Material Order		10/08/14	84.88	.00	ACH			
51959728.001	09/30/14	5221 Meter Department Supplies		10/08/14	51.03	.00	ACH			
51962402.001;519	09/30/14	5357 Meter Supplies		10/08/14	1210.60	.00	ACH			
51964521.001	09/30/14	5376 Stock Material		10/08/14	809.38	.00	ACH			
51964665.001;519	09/30/14	5392 Stock Material		10/08/14	336.29	.00	ACH			
51966421.001	09/30/14	5394 Material Order		10/08/14	1314.68	.00	ACH			
	09/30/14	5404 Material Order		10/08/14	225.47	.00	ACH			
VENDOR TOTAL:					4032.33					
VENDOR:										
09/16/14	1406	NORTHEAST EXTERMINATING								
	09/30/14	5405 Monthly Pest Control		10/08/14	45.00	.00	ACH			
VENDOR TOTAL:					45.00					
VENDOR:										
698254-0	1522	OFFICE PRODUCTS PLUS INC.								
	09/30/14	5400 Office Supplies		10/08/14	219.83	.00	ACH			
VENDOR TOTAL:					219.83					
VENDOR:										
652237	1525	OKTIBBEHA CO. CO-OP								
760482;734817	09/30/14	4655 Rain Coat		10/08/14	69.95	.00	ACH			
769965	09/30/14	5102 Work Boots & Meter Tags		10/08/14	174.60	.00	ACH			
	09/30/14	5297 Meter Base Tags		10/08/14	34.65	.00	ACH			
VENDOR TOTAL:					279.20					
VENDOR:										
09/25/14	1536	PALMER'S SERVICE CENTER								
	09/30/14	5360 Monthly Fleet Service		10/08/14	8612.37	.00	ACH			
VENDOR TOTAL:					8612.37					

STARKVILLE ELECTRIC DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/08/14 ACCOUNT 23200

PAGE 5
RUN DATE 10/02/14 03:39 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1818 UNITED RENTALS, INC.											
943761631-063;61	09/30/14	0	Bobcat Rental		10/08/14	2026.00	.00	ACH			
					VENDOR TOTAL:	2026.00					
VENDOR: 1887 S & S LINE SERVICE											
1536-1543	09/30/14	0	Right of Way Clearing		10/08/14	13941.60	.00	ACH			
					VENDOR TOTAL:	13941.60					
VENDOR: 1905 STARKVILLE AUTO PARTS											
101029	09/30/14	5384	Hydraulic Fitting		10/08/14	28.12	.00	CHK			
101084	09/30/14	5385	Washer Fluid & Grease		10/08/14	13.88	.00	CHK			
101260	09/30/14	5391	Air Compressor Supplies		10/08/14	103.81	.00	CHK			
101671	09/30/14	5402	Sandpaper - Utility Roll		10/08/14	74.38	.00	CHK			
					VENDOR TOTAL:	220.19					
VENDOR: 1910 STARKVILLE ELECTRIC											
09/30/14	09/30/14	0	Utility Bill		10/08/14	150.88	.00	CHK			
					VENDOR TOTAL:	150.88					
VENDOR: 1930 STAN ACY											
09/30/14	09/30/14	0	Uniform		10/08/14	94.91	.00	ACH			
					VENDOR TOTAL:	94.91					
VENDOR: 1940 STUART C. IRBY											
S008438205.001	09/30/14	5253	Vertical Air Break Switch		10/08/14	3043.10	.00	ACH			
S008455621.007;5	09/30/14	5263	Stock Material		10/08/14	2770.00	.00	ACH			
S008497495.002	09/30/14	5296	Stock Material		10/08/14	1850.43	.00	ACH			
S008536383.001	09/30/14	5361	Horizontal Air Break Switch		10/08/14	3179.35	.00	ACH			
					VENDOR TOTAL:	10842.88					
VENDOR: 1945 SULLIVAN'S											
169862;1699871;1	09/30/14	5389	Office Supplies		10/08/14	508.17	.00	ACH			
					VENDOR TOTAL:	508.17					

STARKVILLE ELECTRIC DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/08/14 ACCOUNT 23200

PAGE 7
RUN DATE 10/02/14 03:39 PM

INVOICE	DATE	20 NBR DESCRIPTION	TEMP INV	AP DATE	UNPAID INVOICES	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	2300	WALMART COMMUNITY BRC								
09/17/14	09/30/14	5420 Safety Meeting Supplies		10/08/14	116.29	.00	CHK			
				VENDOR TOTAL:	116.29					
VENDOR:	2313	WEATHERTAP PRO								
11272147	09/30/14	0 WeatherTAP Subscription		10/08/14	640.00	.00	ACH			
				VENDOR TOTAL:	640.00					
VENDOR:	99009716	L.A.W. PUBLICATIONS								
09/29/14	09/30/14	0 Advertisement		10/08/14	780.00	.00	CHK			
				VENDOR TOTAL:	780.00					
				GRAND TOTAL:	402257.71					



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLH.1
AGENDA DATE: 10/7/2014
PAGE: 1 of 1**

SUBJECT: Request approval of quote from Tyler Technologies for new Municipal Court Servers and accompanying software for \$30,649

AMOUNT & SOURCE OF FUNDING: Costs associated with the project have been budgeted for in the FY2014 with combined funding from the IT Department (001-123-918-805) and Municipal Court (001-110-918-805) budgets.

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Information Technology

**DIRECTOR'S
AUTHORIZATION:** JCC

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION:

This equipment will provide a much needed update and upgrade for the Municipal Court System. The current servers have been in service beyond their expected useful life spans. Purchasing the servers through Tyler Technologies grants a cost savings versus purchasing through Dell. Tyler is the single source for our Court software.

STAFF RECOMMENDATION: Staff recommends approval to proceed with this budgeted project.



Systems Agreement

Local Government Division

Agreement between:

Tyler Technologies, Inc

5519 53rd Street
Lubbock, Texas 79414

(800) 646.2633
(806) 797-4849 Fax

And

City of Starkville, MS

101 Lampkin St.
Starkville, MS. 39759
(601) 323-4813



Proposal

Local Government Division

Presented to:

Parker Wiseman

Mayor
City of Starkville, MS
101 Lampkin St.
Starkville, MS. 39759
(601) 323-4813
p.wiseman@cityofstarkville.org

Submitted by:

Keith Erickson
(800) 646-2633
keith.erickson@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Parker Wiseman
City of Starkville, MS
September 9, 2014



Cost Breakdown

Proposal Valid for 120 days

Hardware & Third Party Software	Cost	Annual Fees
Hardware & System Software	27,649	203
	27,649	203
Professional Services	Cost	
Hardware & System Software	3,000	
	3,000	
Project Total	30,649	203

Network Systems and Software	QTY	Price	Maintenance Source
Dell PowerEdge T620 4-Post Rack Mount (APP Server) Intel® Xeon® E5-2620 2.00GHz, 6 core, 12 thread, 15M Cache, 7.2GT/s QPI, 95W 16 GB (2x4GB) 1333MHz RDIMM Memory 2 - 300 GB 15K RPM Hot swap SAS HDD (RAID1 - 300GB Usable capacity) 3 - 300 GB 15K RPM Hot swap SAS HDD (RAID5 - 600GB Usable capacity) PERC H710 Raid controller DVD-ROM SATA Gigabit Ethernet Dual Redundant 750w Power Supplies Keyboard/Mouse 3 year ProSupport and NBD onsite warranty Windows Server 2008 R2 - 64-bit w/5 CALS (2012 available upon request and approval)	1	6,200	Dell - 36 mos on-site warranty
Upgrade to 32 GB RAM for T620	1	520	
Dell PowerEdge T620 4-Post Rack Mount (DB Server) Intel® Xeon® E5-2665 2.40GHz, 6 core, 16 threads, 20M Cache, 8.0GT/s QPI, 115W 16 GB (2x4GB) 1333MHz RDIMM Memory 2 - 300 GB 15K RPM Hot swap SAS HDD (RAID1 - 300GB Usable capacity) 3 - 600 GB 15K RPM Hot swap SAS HDD (RAID5 - 1.2TB Usable capacity) PERC H710 Raid controller DVD-ROM SATA Gigabit Ethernet Dual Redundant 750w Power Supplies Keyboard/Mouse 3 year ProSupport and NBD onsite warranty Windows Server 2008 R2 - 64-bit w/5 CALS (2012 available upon request and approval)	1	8,075	Dell - 36 mos on-site warranty
Upgrade to 32 GB RAM for T620	1	520	
RD1000 Backup Drive 1TB Native w/8 Cartridges	1	2,600	
Rack Hardware			
PowerEdge 4220 42U Rack Enclosure	1	1,270	
Dell 1U KMM Console with Touchpad Keyboard and 18.5 LCD, Ready Rails (331-9433)	1	1,110	
Keyboard/Video/Mouse (KVM) - allows multiple servers to share kbd, mouse & monitor Belkin OmniView PRO3 4-Port USB/PS/2 KVM (F1DA104Z-BU) w/2 cables for 4 servers -NO Rack Mount Kit	1	260	
Uninterruptible Power Supplies (UPS) Rack Mount - APC 1500 - 2U - (SMT1500RM2U) (4 post racks only)	1	800	
Backup Licensing Backup Exec 2014 Small Business Edition with local SQL/Exchange support (NV1063)	1	690	
Small Business Edition Agent for backup of additional servers including SQL and Exchange	1	665	
Backup Exec 2014 Win MEDIA	1	40	
OEM Operating System and Terminal Server Licensing (delivered via email) Additional 2012 Client Licenses 5-pack	4	720	
SQL SERVER 2012 ISV RUNTIME LICENSING Microsoft SQL Server 2012 RUNTIME	1	499	
Microsoft SQL 2012 RUNTIME CAL	20	2,100	
ANTIVIRUS LICENSING Trend Micro Worry-Free Business Security Media CD REQUIRED 1 PER SITE	1	30	
Worry-Free Business Security Standard 1 Yr 2-25 Users	20	500	
Trend Micro requires a minimum purchase of 5 licenses **Assistance with new installations will incur normal phone support fee of \$75 per 1/2 hour if client is not on current support plan			
Misc. Hardware and Network Equipment	QTY	Price	Maintenance Maintenance Source
Cash Collection All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	1,050	203 INCODE - 12 mos warranty
Hardware & System Software Subtotal		27,649	203
Onsite Installation & Configuration		0	
Remote Installation & Configuration		3,000	
Hardware and System Software Total		30,649	203



Dell recommends Windows.

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Description

PowerEdge R620



Date & Time: September 10, 2014 9:19 AM CST

SYSTEM COMPONENTS

PowerEdge R620

Qty

2

PowerEdge R620, Intel® Xeon® E-26XX
Processors

Unit Price

\$9,985.00

Dell recommends ProSupport for
24/7 hardware and software
support for your business.

- -

Save 28% on select PowerEdge R620
through Dell Small Business!
Special Offer

- \$5,614.83

No interest if paid in full within
90 days on PowerEdge \$2799 or
more on Dell.com!
Only valid on purchases using
Dell Business Credit.

Catalog Number:

4 BECTL4

Module

Description

[Show Details](#)

PowerEdge R620

PowerEdge R620, Intel® Xeon® E-26XX Processors

Warranty & Service	3 Year ProSupport and NBD On-site Service
Installation Services	No Installation
Proactive Maintenance	Maintenance Declined
Remote Consulting Service	Declined Remote Consulting Service
Shipping	PowerEdge R620 Shipping - 4/8 Drive Chassis
PCIe Riser	Additional Riser with x16 PCIe Slot for x8, 2 PCIe Chassis with 2 Processors
Add-in Network Adapter	Broadcom 5720 DP 1Gb Network Interface Card
Embedded Systems Management	iDRAC7 Express
Select Network Adapter	Broadcom 5720 QP 1Gb Network Daughter Card
Chassis Configuration	Chassis with up to 8 Hard Drives and 2 PCIe Slots (Requires Additional Riser)
Bezel	Bezel - 4/8 Drive Chassis
Power Management BIOS Settings	Power Saving Dell Active Power Controller
RAID Configuration	No RAID for H310 (1-10 HDDs)
RAID Controller	PERC H310 Integrated RAID Controller
Processor	Intel® Xeon® E5-2643 v2 3.50GHz, 25M Cache, 8.0GT/s QPI, Turbo, HT, 6C, 130W, Max Mem 1866MHz
Additional Processor	Intel® Xeon® E5-2643 v2 3.50GHz, 25M Cache, 8.0GT/s QPI, Turbo, HT, 6C, 130W
Memory Capacity	(2) 16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width
Memory DIMM Type and Speed	1600MT/s RDIMMS
Memory Configuration Type	Performance Optimized

Hard Drives	(2) 500GB 7.2K RPM SATA 3Gbps 2.5in Hot-plug Hard Drive
System Documentation	Electronic System Documentation and OpenManage DVD Kit
Internal Optical Drive	DVD+/-RW, SATA, Internal
Rack Rails	ReadyRails™ Sliding Rails Without Cable Management Arm
Power Supply	Single, Hot-plug Power Supply (1+0), 495W
Power Cords	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord
Operating System	Windows Server 2008 R2 SP1, Standard Edition,x64, Includes 5 CALS
OS Media Kits	Windows Server®2008SP2,Standard ED, x86/x64,Downgrade Media

TOTAL: \$14,355.17

Limited offer: Free Shipping & Easy Returns
Limited Time Offer!

	Total Price
Sub-total	\$14,355.17
Shipping & Handling ¹	--
Tax	--
Total Price ²	--

In the event that you are subject to a tax holiday, you will not be charged tax.

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snCM10



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLH.2
AGENDA DATE: 10/7/2014
PAGE: 1 of 1**

SUBJECT: Request approval of quote from Tyler Technologies for new Police Department Servers and accompanying software \$46,770.

AMOUNT & SOURCE OF FUNDING: Costs associated with the project have been budgeted for in the FY2014 with combined funding from the IT Department (001-123-918-805) and Police Department (001-201-918-805) budgets.

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Information Technology

**DIRECTOR'S
AUTHORIZATION:** JCC

FOR MORE INFORMATION CONTACT: Joel C. Clements, Jr – 662.323.2525 ext127

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION:

This equipment will provide a much needed update and upgrade for the Police Department System. The current servers have been in service beyond their expected useful life spans. Purchasing the servers through Tyler Technologies grants a cost savings versus purchasing through Dell. Tyler is the single source for our Police Department software.

STAFF RECOMMENDATION: Staff recommends approval to proceed with this budgeted project.



Systems Agreement

Local Government Division

Agreement between:

Tyler Technologies, Inc

5519 53rd Street
Lubbock, Texas 79414

(800) 646.2633
(806) 797-4849 Fax

And

City of Starkville, MS

101 Lampkin St.
Starkville, MS. 39759
(601) 323-4813



Proposal

Local Government Division

Presented to:

Parker Wiseman

Mayor
City of Starkville, MS
101 Lampkin St.
Starkville, MS. 39759
(601) 323-4813
p.wiseman@cityofstarkville.org

Submitted by:

Keith Erickson
(800) 646-2633
keith.erickson@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Parker Wiseman
City of Starkville, MS
September 9, 2014



Cost Breakdown

Proposal Valid for 120 days

Hardware & Third Party Software	Cost	Annual Fees
Hardware & System Software	42,270	0
	42,270	-
Professional Services	Cost	
Hardware & System Software	4,500	
	4,500	
Project Total	46,770	-

Network Systems and Software	QTY	Price	Maintenance Source
Dell PowerEdge T420 Tower (Comm Server) Intel Xeon E5-2430, 6 core, 12 thread, 2.20 GHz 15M Cache, 7.2GT/s QPI Single Processor 16 GB 1333mhz 2 - 300GB 15k rpm SAS hard drives (RAID1- 300gb usable disk space) PERC H310 Controller DVD-ROM Drive Gigabit Ethernet 550W Power Supply Keyboard/Mouse 3 year ProSupport and NBD onsite warranty Windows Server 2008 R2 - 64-bit w/5 CALS (2012 available upon request and approval)	1	3,850	Dell - 36 mos on-site warranty
Rack Chassis conversion with rails	1	315	
Dell PowerEdge T620 4-Post Rack Mount (APP Server) Intel® Xeon® E5-2620 2.00GHz, 6 core, 12 thread, 15M Cache, 7.2GT/s QPI, 95W 16 GB (2x4GB) 1333MHz RDIMM Memory 2 - 300 GB 15K RPM Hot swap SAS HDD (RAID1 - 300GB Usable capacity) 3 - 300 GB 15K RPM Hot swap SAS HDD (RAID5 - 600GB Usable capacity) PERC H710 Raid controller DVD-ROM SATA Gigabit Ethernet Dual Redundant 750w Power Supplies Keyboard/Mouse 3 year ProSupport and NBD onsite warranty Windows Server 2008 R2 - 64-bit w/5 CALS (2012 available upon request and approval)	1	6,200	Dell - 36 mos on-site warranty
Dell PowerEdge T620 4-Post Rack Mount (DB Server) Intel® Xeon® E5-2665 2.40GHz, 8 core, 16 threads, 20M Cache, 8.0GT/s QPI, 115W 16 GB (2x4GB) 1333MHz RDIMM Memory 2 - 600 GB 15K RPM Hot swap SAS HDD (RAID1 - 600GB Usable capacity) 6 - 600 GB 15K RPM Hot swap SAS HDD (RAID5 - 3.0TB Usable capacity) PERC H710 Raid controller DVD-ROM SATA Gigabit Ethernet Dual Redundant 750w Power Supplies Keyboard/Mouse 3 year ProSupport and NBD onsite warranty Windows Server 2008 R2 - 64-bit w/5 CALS (2012 available upon request and approval)	1	9,900	Dell - 36 mos on-site warranty
Upgrade to 32 GB RAM for T620	1	425	
PVLT0-5 1.5/3TB Internal Tape Drive w/8 Tapes with Symantec Backup Exec	1	5,325	

Rack Hardware**PowerEdge 4220 42U Rack Enclosure**

Dell 1U KMM Console with Touchpad Keyboard and 18.5 LCD, Ready Rails (331-9433)	1	1,270
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1	1,110
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Keyboard/Video/Mouse (KVM) - allows multiple servers to share kbd, mouse & monitor

Belkin OmniView PRO3 4-Port USB/PS/2 KVM (F1DA104Z-BU) w/2 cables for 4 servers -NO Rack Mount Kit	1	260
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1	260
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Uninterruptible Power Supplies (UPS)

Rack Mount - APC 1500 - 2U - (SMT1500RM2U) (4 post racks only)	1	800
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1	800
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Backup Licensing

Backup Exec 2014 Small Business Edition with local SQL/Exchange support (NV1063)	1	690
--	---	-----

1	665
---	-----

Small Business Edition Agent for backup of additional servers including SQL and Exchange	1	40
--	---	----

1	40
---	----

Backup Exec 2014 Win MEDIA	1	40
----------------------------	---	----

1	40
---	----

OEM Operating System and Terminal Server Licensing (delivered via email)

Additional 2012 Client Licenses 5-pack	15	2,700
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15	1,470
----	-------

Windows 2012 Remote Desktop Service CAL - MINIMUM of 5	15	1,470
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15	1,470
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SQL SERVER 2012 ISV RUNTIME LICENSING

(for > 52 clients) Microsoft SQL 2012 Per Core Runtime - 2 CORE PACK	4	6,020
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4	6,020
---	-------

NOTE: By selecting RUNTIME licensing the customer is legally bound to ONLY use SQL Server RUNTIME for Tyler Technologies Applications.

ANTIVIRUS LICENSING

Trend Micro Worry-Free Business Security Media CD REQUIRED 1 PER SITE	1	30
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50	1,200
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Worry-Free Business Security Standard 1 Yr 26-50 Users	50	1,200
--	----	-------

50	1,200
----	-------

****Trend Micro requires a minimum purchase of 5 licenses****

****Assistance with new installations will incur normal phone support fee of \$75 per 1/2 hour if client is not on current support plan**

Hardware & System Software Subtotal	42,270	0
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42,270	0
--------	---

Onsite Installation & Configuration	0	
-------------------------------------	---	--

0	
---	--

Remote Installation & Configuration	4,500	
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4,500	
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Hardware and System Software Total	46,770	0
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46,770	0
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Dell recommends Windows.

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Description

PowerEdge R620



Date & Time: September 10, 2014 9:19 AM CST

SYSTEM COMPONENTS

PowerEdge R620

Qty

2

PowerEdge R620, Intel® Xeon® E-26XX
Processors

Unit Price

\$9,985.00

Dell recommends ProSupport for
24/7 hardware and software
support for your business.

- -

Save 28% on select PowerEdge R620
through Dell Small Business!
Special Offer

- \$5,614.83

No interest if paid in full within
90 days on PowerEdge \$2799 or
more on Dell.com!
Only valid on purchases using
Dell Business Credit.

Catalog Number:

4 BECTL4

Module

Description

[Show Details](#)

PowerEdge R620

PowerEdge R620, Intel® Xeon® E-26XX Processors

Warranty & Service	3 Year ProSupport and NBD On-site Service
Installation Services	No Installation
Proactive Maintenance	Maintenance Declined
Remote Consulting Service	Declined Remote Consulting Service
Shipping	PowerEdge R620 Shipping - 4/8 Drive Chassis
PCIe Riser	Additional Riser with x16 PCIe Slot for x8, 2 PCIe Chassis with 2 Processors
Add-in Network Adapter	Broadcom 5720 DP 1Gb Network Interface Card
Embedded Systems Management	iDRAC7 Express
Select Network Adapter	Broadcom 5720 QP 1Gb Network Daughter Card
Chassis Configuration	Chassis with up to 8 Hard Drives and 2 PCIe Slots (Requires Additional Riser)
Bezel	Bezel - 4/8 Drive Chassis
Power Management BIOS Settings	Power Saving Dell Active Power Controller
RAID Configuration	No RAID for H310 (1-10 HDDs)
RAID Controller	PERC H310 Integrated RAID Controller
Processor	Intel® Xeon® E5-2643 v2 3.50GHz, 25M Cache, 8.0GT/s QPI, Turbo, HT, 6C, 130W, Max Mem 1866MHz
Additional Processor	Intel® Xeon® E5-2643 v2 3.50GHz, 25M Cache, 8.0GT/s QPI, Turbo, HT, 6C, 130W
Memory Capacity	(2) 16GB RDIMM, 1600MT/s, Low Volt, Dual Rank, x4 Data Width
Memory DIMM Type and Speed	1600MT/s RDIMMS
Memory Configuration Type	Performance Optimized

Hard Drives	(2) 500GB 7.2K RPM SATA 3Gbps 2.5in Hot-plug Hard Drive
System Documentation	Electronic System Documentation and OpenManage DVD Kit
Internal Optical Drive	DVD+/-RW, SATA, Internal
Rack Rails	ReadyRails™ Sliding Rails Without Cable Management Arm
Power Supply	Single, Hot-plug Power Supply (1+0), 495W
Power Cords	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord
Operating System	Windows Server 2008 R2 SP1, Standard Edition,x64, Includes 5 CALS
OS Media Kits	Windows Server®2008SP2,Standard ED, x86/x64,Downgrade Media

TOTAL: \$14,355.17

Limited offer: Free Shipping & Easy Returns
Limited Time Offer!

Total Price

Sub-total	\$14,355.17
Shipping & Handling ¹	--
Tax	--
Total Price²	--

In the event that you are subject to a tax holiday, you will not be charged tax.

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snCM10



AGENDA ITEM NO: Department Business—Personnel—XI. I. 1

CITY OF STARKVILLE

AGENDA DATE: October 7, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill a vacant position of Equipment Operator in the Street Department.

AMOUNT & SOURCE OF FUNDING Budgeted Position

REQUESTING DIRECTOR'S DEPARTMENT: Edward Kemp, City Engineer

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: This position is vacant due to the resignation of Bennie Williams
Job Description:

PUBLIC WORKS DEPARTMENT (STREET DIVISION)

Equipment Operator

Duties--To perform skilled labor in the operation of heavy-duty automotive, maintenance, and construction equipment; to assume responsibility for the safe and efficient operation of bulldozers, motorgraders, backhoes, flushers, sweepers, leaf machines, chippers, tractors, mowers, and similar equipment which entail considerable manipulative skill. Persons in this employment classification may be required to operate and maintain a variety of such equipment. Operation of assigned equipment is normally a full-time task, although other work may be required. Assignments are usually received in the form of specific oral instructions. Work is normally inspected in progress and upon completion. Supervision of a small group of laborers may be required, depending upon the assigned task.

Minimum Requirements--At least 18 years of age, a valid Class B Mississippi Commercial driver's license, and proficiency in the safe operation and maintenance of heavy equipment, acceptable Motor Vehicle Driving Record, and the ability to perform the essential job functions.

AMOUNT Grade 6, 2080 hours, Annual salary of \$20,799.19 (\$10.00 hour) at Step 1, to \$27,681.00 (\$13.31 hour) at Step 10b

STAFF RECOMMENDATION: (Suggested Motion) Move approval to advertise to fill the vacant position of Equipment Operator in the Street Department.

DATE SUBMITTED: October 2, 2014



AGENDA ITEM NO: Department Business—Personnel—XI. I. 2.

CITY OF STARKVILLE

AGENDA DATE: April 15, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire two (2) Temporary full-time employees to fill-in as a Deputy Court Clerks in the Municipal Court Department during the medical leave of existing employees.

AMOUNT & SOURCE OF FUNDING: Budgeted position

REQUESTING DIRECTOR'S DEPARTMENT: Tony Rook, Court Administrator

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: Court Administrator Tony Rook is requesting this authorization due to pending Medical Leaves of two (2) Deputy Court Clerks. These leaves will begin no later than December and January and may have to begin earlier based on the medical condition of the two employees. It is expected that the leave of absence for each employee may extend for a period of 6 to 12 weeks, to be determined by the attending physician. This request is being made now so that authorization will be in place once the medical leave begins and staffing can be maintained at a level necessary to meet customer needs. Hiring will not occur until the leave beginning date occurs.

AMOUNT: Grade 7, \$11.00 per hour. Not eligible for benefits. Pay only for hours worked. Positions are temporary and will end upon the return to work of regular employees following medical leave of absence.

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire two (2) Temporary full-time employees to fill-in as a Deputy Court Clerks in the Municipal Court Department during the medical leave of existing employees.

DATE SUBMITTED: October 2, 2014



AGENDA ITEM NO: Department Business—Personnel—XI. I. 3.

CITY OF STARKVILLE

AGENDA DATE: October 7, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire Christopher C. Griffin to fill a vacant position of Firefighter in the Fire Department at an annual salary of \$27,578.52 (\$9.22 hour) based on 2990 annual hours, Grade 5, with rate between step 1a and 1b.

AMOUNT & SOURCE OF FUNDING Budgeted positions

REQUESTING DIRECTOR'S DEPARTMENT: Chief Rodger Mann, Fire Chief

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: This position will replace Reginald Campbell who transferred to the Police Department. This will be the final candidate remaining from the list of qualified candidates resulting from the last advertisement and testing for the Firefighter position.

Christopher C. Griffin is native of Chickasaw County. He completed his education by attaining a GED through EMCC. Chris is currently a Mechanic with Equipment, Inc. He previously worked for Old Waverly Gold Club as a Mechanic and for Falcon Construction. Chris has served as a volunteer Firefighter with the Woodland Volunteer Fire Department for eight years and currently serves as Chief of the Department.

AMOUNT Annual salary of \$27,578.52 (\$9.22 hour) based on 2990 annual hours, Grade 5, with rate between step 1a and 1b.

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire Christopher C. Griffin to fill a vacant position of Firefighter in the Fire Department at an annual salary of \$27,578.52 (\$9.22 hour) based on 2990 annual hours, Grade 5, with rate between step 1a and 1b. Subject to one year probationary period.

DATE SUBMITTED: October 2, 2014



AGENDA ITEM NO: Department Business—Personnel—XI.I.4

CITY OF STARKVILLE

AGENDA DATE: October 7, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill vacant positions in the Police Department in the rank of Lieutenant and Sergeant.

AMOUNT & SOURCE OF FUNDING: Departmental Budget

REQUESTING DIRECTOR'S DEPARTMENT: R. Frank Nichols, Chief of Police

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: See attached letter from Chief Nichols concerning these vacant positions. A position for Lieutenant has continued from past budgets but has not been filled. It remains a funded position in the new budget. Additionally, Chief Nichols is requesting to upgrade one position from Officer to Sergeant to provide a better balance of span of control. Funding for this upgrade is also contained in the new budget. Filling of these jobs will not require any change in budget nor will it require hiring additional staff for the department.

AMOUNT: The Lieutenant position is in our Salary Grade 12 (2229.5 hours) with a salary range of \$39,495.41 at Step 1 to \$52,563.21 at step 10B. The Sergeant position is in Salary Grade 11 (2229.5 hours) with a salary range of \$35,904.92 at Step 1 to \$47,784.74 at Step 10B. If internal applicants are promoted, by our Personnel Policy, a 10% promotional increase is applicable for each position.

STAFF RECOMMENDATION: (Recommended Motion) Move approval to advertise to fill vacant positions in the Police Department in the rank of Lieutenant and Sergeant.

DATE SUBMITTED: October 2, 2014



101 LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

R. FRANK NICHOLS
Chief of Police

TELEPHONE
662-323-4135

October 2, 2014

Mr. Randy Boyd
Personnel Director
City of Starkville
101 Lampkin St.
Starkville, MS 39759

Mr. Boyd,

I'm requesting that (1) police officer position be upgraded to the position of police sergeant. This upgrade will require no additional funding to my current budget. Additionally, I respectfully request to fill the vacant budgeted position of police lieutenant. This will allow the advancement of 3 total sworn police personnel: (1) Lieutenant and (2) Sergeants. The vacant lieutenant's position was approved, allocated, and budgeted under Chief David Lindley's administration but never filled. The upgrade of the officer to a sergeant's position will help even out my rank structure. According to SPD General Orders, a sergeant supervise a squad, with a span of control of up to seven personnel, and lieutenants oversee bureaus. Without upgrading this officer position to sergeant, I'll have a lieutenant supervising a squad which is the duties of a first line supervisor/sergeant. Thanks in advance

Chief R Frank Nichols
Starkville Police Department
662-769-4401
r.nichols@cityofstarkville.org

"PROTECT AND SERVE"



AGENDA ITEM NO: Department Business—Personnel—XI.I.5

CITY OF STARKVILLE

AGENDA DATE: October 7, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request approval of the promotion of William Brooks from Apprentice Lineman in the Electric Department to Lineman in the Electric Department with annual salary of Grade 14, step 6a, rate of \$52,202.99 (\$25.10 hour).

AMOUNT & SOURCE OF FUNDING

Regular budget.

REQUESTING DIRECTOR'S DEPARTMENT:

Terry Kemp, General Manager, Electric Department

FOR MORE INFORMATION CONTACT:

Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: Please see the attached recommendation from Terry Kemp concerning this promotion and the accompanying certification of completion of Apprentice Lineman program and Lineman Certification Board.

AMOUNT Annual salary of Grade 14, step 6a, rate of \$52,202.99 (\$25.10 hour).

STAFF RECOMMENDATION: (Suggested Motion) Move approval of the promotion of William Brooks from Apprentice Lineman in the Electric Department to Lineman in the Electric Department with annual salary of Grade 14, step 6a, rate of \$52,202.99 (\$25.10 hour). Subject to six month probationary period.

DATE SUBMITTED:

October 2, 2014

October 2, 2014

Randy Boyd
Personnel Officer
City of Starkville, MS

William Brooks has satisfactorily completed all apprentice lineman work requirements and is currently performing at the level of lineman. Since joining the SED he has excelled in both the physical demands on a lineman and also received very high marks on all of his technical training from TVPPA. A copy of the Lineman Review Board evaluation is attached for support information which is a part of our existing apprentice lineman program.

As you are aware over the last year we have lost significant talent in our operations unit. David Leal, Crew Chief, left to take a position with the City of Okolona. There was also an accident last December involving two of our seasoned linemen, Larry Brown and Floyd Bell. Larry remains on leave recovering from the accident and it is unclear when he will return. These events have resulted in a huge void in our ranks in both experience and ability to operate and maintain our electrical system and William has stepped up to take on many of the more challenging tasks. The ability to perform work on energized lines and equipment safely and efficiently is very important in providing the level of service our customers expect. With the exception of our two line crew chiefs, William is the current working lineman capable of performing complex hot-line work and he is routinely assigned lead in the bucket on this type of work. He is a critical part of our line crew and is an integral part of our day to day work and emergency response. William also serves in an important element of helping train our current apprentice linemen.

For these reasons, I request he be moved to grade 14, step 6a. \$52,202.99 (\$25.10/hour). This is consistent with pay for this position/skill level and is in line with our forward looking plan based on training and performance.

Thanks for your assistance.

Terry N Kemp, P.E.
General Manager
Starkville Electric Department

City of Starkville Electric Department (SED)

SED Journeyman Lineman Certification Board

William Brooks Journeyman Lineman Certification

The SED Journeyman Lineman Certification Board met on August 22, 2014 and evaluated William Brooks against the SED Journeyman Lineman Qualifications, which are attached and made a permanent part of this document.

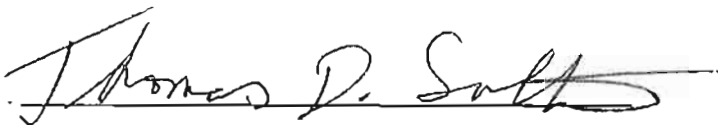
TVPPA has certified to SED that William Brooks has successfully completed all phases of the Lineman Apprenticeship Program.

William has worked on the SED line crews for three years and has been credited with two years of experience for his actual four years of contract power line construction work and has demonstrated progressive skills development during this time. William has demonstrated satisfactory skill in all aspects of construction and maintenance of SED electric distribution facilities.

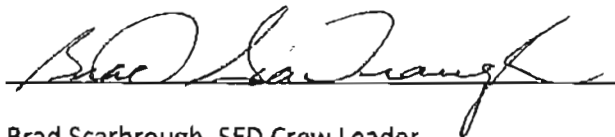
The SED Journeyman Lineman Certification Board certifies that William Brooks has proven his proficiency in the core competencies listed on the attached Qualifications document.

The SED Journeyman Lineman Certification Board hereby certifies William Brooks has met all requirements to be certified as a Journeyman Lineman by virtue of having demonstrated, through training and work performance, a professional level of knowledge and skill in the execution of duties related to this trade.

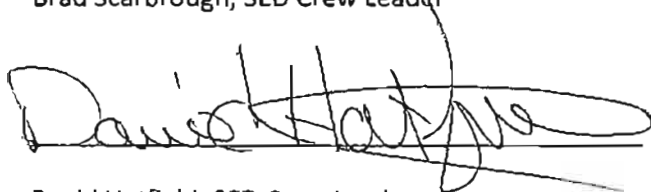
By the SED Journeyman Lineman Certification Board, August 22, 2014

A handwritten signature in black ink, reading "Thomas D. Sullivan", written over a horizontal line.

Thomas D. Sullivan, P.E., SED Manager of Engineering and Operations

A handwritten signature in black ink, reading "Brad Scarbrough", written over a horizontal line.

Brad Scarbrough, SED Crew Leader

A handwritten signature in black ink, reading "David Hatfield", written over a horizontal line.

David Hatfield, SED Crew Leader

Certificate of
COMPLETION

The Tennessee Valley Public Power Association, Inc. Board of Directors
and its Education & Training Committee
officially recognize

William Brooks

for successfully completing the prescribed training
required for fulfillment of TVPPA's

Lineman Apprenticeship Program



John Sumner

PRESIDENT & CEO

R. W. Matthews

CHAIR, EDUCATION & TRAINING COMMITTEE

January 28-30, 2014

DATE



AGENDA ITEM NO: Department Business—Personnel—XII.6

CITY OF STARKVILLE

AGENDA DATE: October 7, 2014

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill a vacant position of Superintendent in the New Construction/Rehab Division of Public Services

AMOUNT & SOURCE OF FUNDING: Departmental Budget

REQUESTING DIRECTOR'S DEPARTMENT: Doug Devlin, Public Services Director

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: See attached information from Public Services Director Doug Devlin. This position formerly existed in the department but has been vacant since Steve Ray left the position in 2009. During this time, the position has remained a budgeted position and it is included in the new budget. Mr. Devlin has been able to delay hiring for the position, but due to the demands that will be present in the department as we go forward, he feels that he must now fill the position. Many duties associated with EPA administrative order will be assigned to this position. Mr. Devlin feels that he is unable to meet these requirements with current staffing.

Job Description:

PUBLIC SERVICES – NEW CONSTRUCTION REHAB

New Construction/Rehab Superintendent

Duties: To direct the overall activities of the New Construction/Rehab Division of Public Services; to assume responsibility for planning, scheduling and organizing operations; to assume certain administrative direction dealing with new construction and rehabilitation of water and wastewater system maintenance as well as other tasks assigned. To engage in manual labor of a technical nature requiring knowledge of machinery operation and maintenance; to supervise work crews in the installation, repair and maintenance of water distribution and wastewater systems; to operate heavy equipment; and to perform related tasks as required.

Minimum requirements: A high school diploma with progressive supervisory experience in a construction related environment. A working knowledge of machinery operations and maintenance procedures, a valid commercial driver's license, fifteen (15) years of experience in pipe laying, the ability to maintain grade using backhoe and bulldozer, the ability to lay pipe to grade using surveying principles and pipe laser, and fifteen (15) years of combined construction experience in pipe laying, water/wastewater system maintenance in a supervisory capacity is desired. The incumbent must obtain certification as MDEQ Operator II-C within one year of entry into the position. Must possess or attain Class A Commercial Driver's License and have an acceptable MVR.

AMOUNT: Salary Grade 14 (2080 hours) with a salary range of \$44,584.92 (\$21.44 hour) at step 1 to \$59,336.67 (\$28.53 hour) at step 10b

STAFF RECOMMENDATION: (Recommended Motion) Move approval to advertise to fill a vacant position of Superintendent in the New Construction/Rehab Division of Public Services

DATE SUBMITTED: October 2, 2014

CITY OF STARKVILLE
DEPARTMENT OF PUBLIC SERVICES
INTEROFFICE CORRESPONDENCE

To: Randy Boyd

From: Doug Devlin

Subject: Filling of vacant superintendent position in New Construction and Rehab

Date: October 2, 2014

Randy,

This position has been vacant for a period of time because when the incumbent, Steve Ray, resigned several years ago, I opted to keep the position vacant and realize the annual payroll savings. I had sufficient time and the foreman of the two crews reported to me.

The situation has now changed. The EPA administrative Order on Consent we are now under requires time demands to run the NCR division that I cannot spare.

I am attaching a copy of the gravity sewer maintenance program that I submitted to the EPA on September 29th. We are now required to inspect 10% of all of our sewer lines each year. I have highlighted in yellow the responsibilities of the position. As you can see, the responsibilities of this position will become full time within the next thirty (30) days when EPA approves the plan and expects us to implement it.

Let me know if you require any further information.

Thanks,
Doug Devlin
Director of Public Services

City of Starkville Public Services Operating Procedure

Number: NCR.01.001
Procedure: Gravity Line Preventive Maintenance Program
Submission Date: September 29th, 2014
Issue Date: Upon approval by EPA Region 4
Page: 1 of 75

1.0 SCOPE

This plan shall apply to all gravity sewer lines owned and operated by the City of Starkville.

2.0 REVISIONS

Rev#	Date	Notes:

3.0 DOCUMENT CONTROL PLAN HOLDERS LIST

Position	Location
Director of Public Services	SED Office, N. Lafayette St.
GIS Coordinator	SED Office, N. Lafayette St.
New Construction Rehab Superintendent	NCR Shop, 303 Sand Rd
New Construction Rehab Foreman	NCR Shop, 303 Sand Rd

4.0 RESPONSIBILITIES

Where responsibilities for the proper execution of this plan are assigned to specific individuals, that person will be identified by job title.

5.0 BLOCKAGE ABATEMENT

A. On an annual basis, the GIS Coordinator shall schedule a minimum of 10% of the total length of the gravity sewer lines owned and operated by the City of Starkville for acoustic obstruction assessments using the Sewer Line Rapid Assessment Tool SL-RAT® (Appendix, pages 8-70). The schedule for the upcoming calendar year and the generation of assessment maps and scoring forms (Appendix, page 1) shall be completed and forwarded to the New Construction Rehab Superintendent by December 31st of the current calendar year.

B. The New Construction Rehab Superintendent shall complete the assessments by December 31st of the subsequent calendar year. Copies of completed maps and scoring forms shall be returned to the GIS Coordinator.

C. The New Construction Rehab Superintendent shall generate and complete clean and CCTV work orders in accordance with the following table.

SL-RAT® Assessment Score	Clean and CCTV Segment No Later Than ____ Days of Completing Acoustic Assessment:
0	Thirty (30) days.
1	Sixty (60) days.
2	Ninety (90) days.
3	One hundred twenty (120) days.
4	One hundred fifty (150) days.
5	One hundred eighty (180) days.
6-10	No work order created.

Note: The City of Starkville SORP shall apply should an SSO occur that is attributable to a segment scheduled for inspection.

6.0 CONDITION ASSESSMENTS AND ARCHIVING

A. The New Construction Rehab Superintendent shall review the CCTV video file and complete the *Sewer Pipe Condition Assessment* forms (Appendix, page 2) within thirty (30) days of the completion of the clean and CCTV work orders.

B. Copies of completed assessment forms and CCTV video files shall be forwarded to the GIS Coordinator for archiving into the *Cartograph Sewer View*® inspection software (Appendix, page 3) within thirty (30) days of receipt.

C. Copies of completed assessment forms shall be forwarded to the Director of Public Services where required repairs are anticipated to require external sources equal to or greater than \$5,000.

7.0 ROOT CONTROL MECHANISMS

The GIS Coordinator shall schedule herbicide treatments with an external contractor based on his/her review of the *Sewer Pipe Condition Assessment* forms and CCTV video examinations. These reviews shall be made within thirty (30) days of the receipt of the *Sewer Pipe Condition Assessment* forms. Herbicide treatments shall be completed by the end of the subsequent calendar year for determinations of the need derived in the current calendar year.

8.0 DEBRIS CONTROL MECHANISMS

Based on his/her creation of the *Sewer Pipe Condition Assessment* forms and the debris volumes generated, the **New Construction/Rehab Superintendent** shall determine and implement regular cleaning intervals of problem segments and modify accordingly (more or less frequent) based on debris volumes generated during subsequent cleaning.

9.0 MANHOLE PREVENTIVE MAINTENANCE

- A. Concurrent with acoustic obstruction assessments of a minimum of 10% of the total length of the gravity sewer lines owned and operated by the City of Starkville, a *Manhole Condition Assessment* form (Appendix, page 4) shall be completed for each manhole accessed.
- B. Copies of completed assessment forms shall be forwarded to the GIS Coordinator for archiving into the *Cartegraph Sewer View*® inspection software (Appendix, page 3) within thirty (30) days of receipt.
- C. Copies of completed assessment forms shall be forwarded to the Director of Public Services where required repairs are anticipated to require external sources equal to or greater than \$5,000.

10.0 CORRECTIVE ACTION

Corrective action shall be developed from the sewer pipe and manhole condition assessments in accordance with the following table:

Asset	Condition	Task	Responsible	Mechanism
Sewer line	Live Roots	Initial cutting.	NCR Supt.	WO
		Herbicide treatments.	GIS Coor.	PO
Manhole	Roots	Cut and seal.	NCR Supt.	WO
Sewer line and Manhole	Structural	Repair with internal personnel or external sources < \$5,000.	NCR Supt.	WO,PO
	Structural	External sources => \$5,000.	Dir. of P.S.	BP

Sewer line	Debris, Grease	Scheduled cleaning.	NCR Supt.	WO
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Mechanism codes: WO=Work Order, PO = Purchase Order, QBAN= Quote, Bid, Approval and Notice to Proceed

11.0 PERSONNEL

The New Construction Rehab Superintendent shall direct two (2) crews in support this program. Each crew will consist of a foreman, operator and maintenance worker or six (6) FTEs total (Appendix, page 5).

12.0 EQUIPMENT

The New Construction Rehab department has at its disposal the following equipment

- A. CCTV van (Appendix, page 6).
- B. 11 cubic yard combination sewer cleaning truck (Appendix, page 7)
- C. Sewer line acoustic obstruction assessment equipment (Appendix, page 7)

13.0 PERFORMANCE MEASUREMENT

The success of this program shall be determined by the calendar year trends of the frequency of customer complaints for stopped or slow sewer flows in the gravity sewer system. This report shall be developed for the prior year by the GIS Coordinator and forwarded to the Director of Public Services by January 31st of the subsequent year.

APPENDIX INDEX

Item	Page
Acoustic Obstruction Assessment Map and Scoring Form	1
Cartegraph <i>SEWERview</i> ® Screen Shot	2
Sewer Pipe Condition Assessment Form	3
Manhole Condition Assessment Form	4
New Construction Rehab Department Organization Chart	5
CCTV Inspection Equipment	6
Sewer Cleaning and Acoustic Obstruction Assessment Equipment	7
EPA Report 600/R-14/031 Re: Sewer Line Rapid Assessment Tool	8-70



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of 1

SUBJECT: S.T.O.R.M.

AMOUNT & SOURCE OF FUNDING: \$1,016.00

LINE ITEM 001-254-610-350

FISCAL NOTE:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

R. FRANK NICHOLS
CHIEF

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: Request authorization to allow Sgt. Shawn Word, Officer Andy Round, Officer Taylor Wells, Sgt. Shane Kelly, to attend the 2014 S.T.O.R.M. Conference in Meridian, Ms., on November 4-6, 2014. This is 100% reimbursable.

STAFF RECOMMENDATION: "MOVE APPROVAL OF ALLOWING" Sgt. Shawn Word, Officer Andy Round, Officer Taylor Wells, Sgt. Shane Kelly, to attend the 2014 S.T.O.R.M. Conference in Meridian, Ms., on November 4-6, 2014. This is 100% reimbursable. **WITH ADVANCE TRAVEL AUTHORIZED."**

STARKVILLE POLICE DEPARTMENT

101 LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

R. FRANK NICHOLS
Chief of Police

TELEPHONE
662-323-4135

TO: Starkville City Clerk's Office Accounts Payable

From: Donna Lott SST. Donna Lott

Date: October 1, 2014

RE: Expense Checks

Please cut the following checks:

Registration:	\$600.00	S.T.O.R.M.
Per Diem:	\$104.00	Shane Kelly
	\$104.00	Taylor Well
	\$104.00	Andy Round
	\$104.00	Shawn Word

Please call me when they are ready and I will pick them up.

"PROTECT AND SERVE"



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of 1

SUBJECT: S.T.O.R.M.

AMOUNT & SOURCE OF FUNDING: \$488.00

LINE ITEM 001-254-610-350

FISCAL NOTE:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

R. FRANK NICHOLS
CHIEF

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: Request authorization to allow Sgt. Shawn Word, Officer Andy Round, Officer Taylor Wells, Sgt. Shane Kelly, to attend the 2014 S.T.O.R.M. Conference in Meridian, Ms., on November 4-6, 2014. This is 100% reimbursable.

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STARKVILLE POLICE DEPARTMENT

101 LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

R. FRANK NICHOLS
Chief of Police

TELEPHONE
662-323-4135

To: Starkville City Clerk's Office Accounts Payable

From: Donna Lott SST. Donna Lott

Date: October 1, 2014

RE: Expense Checks

Please cut the following checks:

Registration:	\$120.00	S.T.O.R.M.
Per Diem:	\$92.00	Shane Kelly
	\$92.00	Taylor Wells
	\$92.00	Andy Round
	\$92.00	Shawn Word
Total	\$488.00	

"PROTECT AND SERVE"



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of 1

SUBJECT: THE MISSISSIPPI CHIEFS OF POLICE WINTER EDUCATIONAL CONFERENCE

AMOUNT & SOURCE OF FUNDING: \$813.00

LINE ITEM 001-230-690-552

FISCAL NOTE:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

R. FRANK NICHOLS
CHIEF

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: Request authorization to allow Chief Frank Nichols to attend the 2014 Chiefs of Police Winter Educational Conference, in Oxford, MS., on December 9-12, 2014.

STAFF RECOMMENDATION: "MOVE APPROVAL OF ALLOWING Chief Frank Nichols to attend the 2014 Chiefs of Police Winter Educational Conference, in Oxford, MS., WITH ADVANCE TRAVEL AUTHORIZED."

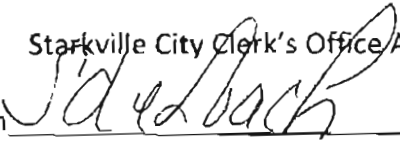
STARKVILLE POLICE DEPARTMENT

101 LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

R. FRANK NICHOLS
Chief of Police

TELEPHONE
662-323-4135

TO: Starkville City Clerk's Office Accounts Payable

From  Professional Standards Clerk Shonda DeLoach

Date: October 1, 2014

RE: Expense Checks

Please cut the following checks:

Registration:	\$325.00	MS. Association of Chiefs of Police Marriott Town Place Suites 105 Ed Perry Blvd Oxford, MS 38655
Per Diem:	\$152.00	
Hotel for 3 nights @ \$112.00	\$336.00	
TOTAL	\$813.00	

Please call me when the checks are ready and I can pick them up.

"PROTECT AND SERVE"



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of 1

SUBJECT: TASER CLASS

AMOUNT & SOURCE OF FUNDING: \$938.00

LINE ITEM 001-230-690-552

FISCAL NOTE:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

R. FRANK NICHOLS
CHIEF

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

ADDITIONAL INFORMATION: Request authorization to allow Officer Christopher Jackson, Officer Jeremy Lomax, and Scotty Carrithers to attend a Taser Class at MELOTA, in Jackson Ms., on October 14-15, 2014.

STAFF RECOMMENDATION: "MOVE APPROVAL OF ALLOWING Officer Christopher Jackson, Jeremy Lomax, and Scotty Carrithers to attend a Taser Class at MELOTA in Jackson, MS., WITH ADVANCE TRAVEL AUTHORIZED."

STARKVILLE POLICE DEPARTMENT

101 LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

R. FRANK NICHOLS
Chief of Police

TELEPHONE
662-323-4135

To: Starkville City Clerk's Office Accounts Payable

From: Shonda DeLoach Professional Standards Clerk Shonda DeLoach

Date: October 1, 2014

RE: Expense Checks

Please cut the following checks:

Registration	\$875.00	Northeast Wisconsin Technical College P.O. Box 19042 Green Bay, WI 54307-9042
Per Diem:	\$21.00	Scotty Carrithers
	\$21.00	Scott Lomax
	\$21.00	Christopher Jackson

Please call me when the checks are ready to be picked up.

"PROTECT AND SERVE"



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-07-2014
PAGE: 1

SUBJECT: CONSIDERATION OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY TO ESTABLISH A PROTOCOL FOR AND TO DEFINE THE RESPECTIVE RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO THEIR JOINT AND COOPERATIVE EFFORTS.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: REQUEST APPROVAL OF AN INTERLOCAL AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY TO ESTABLISH A PROTOCOL FOR AND TO DEFINE THE RESPECTIVE RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO THEIR JOINT AND COOPERATIVE EFFORTS.

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

MISSISSIPPI STATE UNIVERSITY

AND

STARKVILLE, MISSISSIPPI

This **INTERLOCAL COOPERATIVE AGREEMENT** (this "Agreement") is executed by and between **MISSISSIPPI STATE UNIVERSITY** (the "University"), and **STARKVILLE, MISSISSIPPI** (the "City") and shall become effective upon approval by the Mississippi Attorney General and filing in the Oktibbeha County Chancery Court and with the Mississippi Secretary of State pursuant to Miss. Code Ann. § 17-13-11.

WITNESSETH:

WHEREAS, Miss. Code Ann. § 17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

WHEREAS, the City is authorized to enter into this Agreement pursuant to Miss. Code Ann. §§ 17-13-7, 21-17-5, and 21-19-15; and

WHEREAS, the University is independently authorized to perform those functions or services contemplated by this Agreement; and

WHEREAS, the City and the University (sometimes collectively "the Parties") desire to enter into an Interlocal Agreement for the purpose of the City providing police services to the Mississippi State University Police Department at such times as the Parties, by mutual agreement, deem it necessary due to high traffic volume or other similar factors; and

WHEREAS, the University desires to compensate the City for these services at mutually agreed upon rates; and

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

I. PURPOSE

The purpose of this Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the Parties, with respect to their joint and cooperative efforts for the City of Starkville Police Department to provide services to aid the Mississippi State University Police Department at such times as the Parties, by mutual agreement, deem it necessary. The Starkville Police Department shall provide officers and equipment as necessary and the University shall reimburse the City for the officers' time and for the use of the equipment as agreed to by the Parties.

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A. The University hereby covenants, warrants and agrees as follows:

1. To contact the City of Starkville Police Department in advance to discuss the services needed and to work with the City of Starkville Police Department in determining the number of officers and amount of equipment needed for each event; and
2. To reimburse the City of Starkville Police Department for all of the officers' time and for the use of all equipment.

B. The City hereby covenants, warrants and agrees as follows:

1. To assist the University in every reasonable and appropriate manner in providing the University with officers and equipment necessary; and
2. To bill the University monthly for the cost incurred by the City of Starkville for its officers' time and to bill for the use of the equipment.

III. AMENDMENTS

This Cooperative Agreement may be amended in writing as mutually agreed upon by the Parties.

IV. SEVERABILITY

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VI. AUTHORITY

Authority for this Agreement has been granted by the Mississippi State Legislature pursuant to Section 17-13-7 of the Mississippi Code.

VII. DURATION AND TERMINATION

This Agreement shall remain in force and effect until the City and the University determine there is no longer any need to continue it. In that event, this Agreement may be terminated by either party for any reason or no reason by giving the other party a 60-day written notice, during which 60-day period the parties shall reconcile any financial or other obligations to each other.

SO EXECUTED AND AGREED THIS ____ DAY OF _____ 2014.

MISSISSIPPI STATE UNIVERSITY, MISSISSIPPI

By: _____

Mark Keenum, President

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Parker Wiseman, Mayor



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, K, 1
AGENDA DATE: 10/6/14
PAGE: 1 of 3**

SUBJECT: REQUEST APPROVAL TO PURCHASE A ROTOR GEARBOX FOR THE OXIDATION DITCH AT THE WASTEWATER PLANT FROM MOTION INDUSTRIES, THE SUBMITTER OF THE LOWEST QUOTE, IN THE AMOUNT OF \$14,787.42.

FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131

We have two (2) gearboxes on our oxidation ditch that are severely leaking oil. We don't have a spare.

Our plan is to purchase a new gearbox and install it. We will then rebuild the gearbox we removed and install it. We will then rebuild the second gearbox we removed and store it as a spare.

This scenario will allow us to pull a gearbox when we first detect an issue and address it before it becomes a major problem.

Two quotes are attached

Motion Industries	\$14,787.42
Applied Industrial Technologies	\$14,968.84



Quotation

Motion Industries, Inc

P O BOX 2363
COLUMBUS MS 39704-2363
PHONE : 662-328-8041
FAX : 662-329-4084

Date: 09/26/14 PAGE: 1

Note: This estimate is valid for 30 days from the date shown above.
Prices quoted are for quantities shown. Stock is subject to prior sale.
MTO quantities considered complete 10% under/over unless noted.

To:

CITY OF STARKVILLE WWTP
305 SAND ROAD
STARKVILLE, MS 39759
PO:GERABOX REL:TIM ESTES

Quote Number: MS42-281046
Customer P.O.: GERABOX
F.O.B.: FOB ORG, FRT COLLECT
Quote Sent By: James Gable
Terms: 1% 10&251hNET 30
Delivery: STOCK UNLESS NOTED

DIRECT SHIP

Description	Manufacturer	Quantity	Unit	Unit Price	Amount
LINE ITEM: 001 415SMTP158 TORQTAPER PLUS 9-WEEKS ARO MINO: 00143 X 60216 ITEM NO: 05657910 HARMONIZED TARIFF CD: 84834010	BROWNING	1	EA	\$14,135.870	\$14,135.87
DELIVERY DATE: 10/10/14					
LINE ITEM: 002 415TBP407B SHAFT MNT REDUCER BUSHING PK 3-4 WORKING DAYS MINO: 00143 X 07967 ITEM NO: 04534349 HARMONIZED TARIFF CD: 84839050	BROWNING	1	EA	\$651.550	\$651.55
DELIVERY DATE: 10/10/14					
SUB TOTAL:					\$14,787.42
TOTAL: US\$					\$14,787.42
Please reference the quote number at the top of page when ordering					
Want to view inventory and place orders on-line? MotionIndustries.com can meet your needs. Register On-line at www.MotionIndustries.com .					

BUYER UNDERSTANDS AND AGREES THAT GOODS PRESENTED TO BUYER PURSUANT TO THIS INVOICE ARE BEING TENDERED CONTINGENT UPON BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS RELATED TO SALES. MOTION'S TERMS AND CONDITIONS ARE AVAILABLE AT THE MOTION BRANCH OR AT: WWW.MOTIONINDUSTRIES.COM. BUYER'S ACCEPTANCE OF THE DELIVERY OF THE GOODS SHALL CONFIRM BUYER'S AGREEMENT TO ALL OF MOTION'S TERMS AND CONDITIONS.

Quotation

Service Center Address: APPLIED IND TECH DIXIE, INC. 1012 HIGHWAY 69 S COLUMBUS, MS 39702-9667 TEL: 662-327-0631 FAX: 662-329-4601				Quote Create Date (MM-DD-YYYY) 06-10-2014		Sales Rep: KENNETH HENRY Phone: 662-327-0631 EXT 0 Email: KHENRY@APPLIED.COM		Page: 1/1	
Account Manager: CHRIS PERRY				Quotation Number: 500904185		PO #: Req #: Inquiry #:			
Sold-To Address: CITY OF STARKVILLE (MS) 101 E LAMPKIN ST STARKVILLE MS 39759-2944				Account: 1520388		Ship-To Address: CITY OF STARKVILLE (MS) 101 E LAMPKIN ST STARKVILLE MS 39759-2944			
Payment Terms: NET 30 DAYS				Customer Contact: BURT COKER Customer Contact Phone:					
Transport Mode and Means: CUSTOMER PICKUP, CUSTOMER PICK UP Terms: FOB ORIGIN FRIGHT PREPAY & ADD									
Item #	Quantity	UOM	Manufacturer Part #	Customer Part #	Est. Delivery Date	Unit Price (USD)	Extended Price (USD)		
000010	1.000	EA	BROWNING-415SMTP15B			14,300.940	14,300.94		
Material Sales Text: PK0007 415SMTP15B, SPEED REDUCER STOCK: FLORENCE, KY									
000020	1.000	EA	BROWNING-415TBP407B			667.900	667.90		
Material Sales Text: PK9023 415TBP407B, BUSHING KIT DELIVERY: 4 WEEKS									
SUBTOTAL (WITHOUT TAX)							14,968.84		
TOTAL IN WORDS: FOURTEEN THOUSAND NINE HUNDRED SIXTY-EIGHT DOLLARS AND EIGHTY-FOUR CENTS							TOTAL(USD)		14,968.84
Special Information: Order Notes:									
QUOTED PRICES WILL BE HELD FIRM FOR 30 DAYS FROM DATE OF THIS QUOTATION. ORDERS SHIPPED AFTER 30 DAYS FROM THE DATE OF QUOTATION MAY BE SUBJECT TO MANUFACTURER INCREASES. RETURNED PRODUCT IS SUBJECT TO A RESTOCKING CHARGE.					THIS QUOTATION CONTAINS CONFIDENTIAL INFORMATION, MAY NOT BE DISCLOSED TO THIRD PARTIES AND IS SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE, SHOWN ON THE REVERSE SIDE OF THIS DOCUMENT AND AVAILABLE AT WWW.APPLIED.COM . BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT CONSTITUTES ACCEPTANCE OF APPLIED'S TERMS AND CONDITIONS.				
THIS QUOTE MAY CONTAIN ITEMS THAT ARE SPECIAL ORDER, UNIQUE, OR CUT TO SIZE. THESE ITEMS ARE NON-RETURNABLE AND NON-CANCELABLE. YOUR ORDER IS SPECIFICALLY CONDITIONED ON ACCEPTING THESE TERMS.									



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, K, 2
AGENDA DATE: 10/6/14
PAGE: 1 of 10**

SUBJECT: REQUEST APPROVAL FOR THE MAYOR TO EXECUTE AN ADDENDUM TO THE JOINT BILLING CONTRACT FOR SEWER SERVICES WITH THE TALKING WARRIOR WATER ASSOCIATION MODIFYING THE TERM FROM TEN (10) YEARS TO TWENTY (20) YEARS.

FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131

A developer is requesting sewer service to a planned residential subdivision adjacent to Bluefield Road just outside the City limits.

The water service is provided by the Talking Warrior Water Association....

Our ordinance will not permit us to provide sewer service outside the City unless we have a joint billing and water disconnection agreement with the water provider when a sewer bill goes into arrears....

The initial term of such an agreement must be a minimum of twenty (20) years...

We have such an agreement with Talking Warrior, but it has an initial term of ten (10) years.....

Extending the initial term of that agreement to twenty (20) years proving this sewer service is strategically beneficial to the City.

Our contracts with developers for sewer service require that any development must be in compliance with all city ordinances with the exception of zoning districts which do not exist outside the City limits.

Developments adjacent to the city limits that are in compliance with our ordinances insure that future annexations will be less painful than prior ones.

The City Attorney has reviewed this addendum and is satisfied with its content.

A copy of the addendum along with the original contract follow.

Approval is recommended.

STATE OF MISSISSIPPI:

COUNTY OF OKTIBBEHA:

**ADDENDUM TO JOINT WATER AND SEWER BILLING CONTRACT
BETWEEN THE CITY OF STARKVILLE
AND TALKING WARRIOR WATER ASSOCIATION, INC.**

THIS ADDENDUM is made and entered into this the _____ day of _____, 2014 by and between the City of Starkville ("City") and Talking Warrior Water Association, Inc. ("Association").

WITNESSETH:

WHEREAS, a developer is desirous of building a residential subdivision in an area outside the boundaries of the City that is certificated to the Association for water service and

WHEREAS, the developer is desirous of the City providing sewer collection and treatment services such that a higher number of smaller lots can be developed and

WHEREAS, the City's ordinance requires that sewer services provided outside its boundaries be covered by an agreement with the water provider that enables the disconnection of water service in the event of non-payment of sewer bills with said agreement having an initial term of twenty (20) years and

WHEREAS, the existing agreement between the City and the Association has an initial term of ten (10) years and

WHEREAS, amending the existing agreement to a twenty (20) year term and enabling the development of a higher number of smaller lots will provide a larger customer base and will be financially advantageous to the Association

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereinafter contained, the parties agree to amend the original contract, dated the 30th of September, 2008, as follows:

The term in section 1.0 is changed from ten (10) years to twenty (20) years.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives executed this Contract.

This the _____ day of _____, 2014

The City of Starkville, Mississippi

By: _____

Parker Wiseman, Mayor

Talking Warrior Water Association, Inc.

By: _____

Joe L. Williams, President

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY APPEARED before me the undersigned authority at law in and for the state and county aforesaid, **Parker Wiseman**, as Mayor of the City of Starkville, Mississippi and in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, A.D., 2014.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

PERSONALLY APPEARED before me the undersigned authority at law in and for the state and county aforesaid, **Joe L. Williams**, as President of the Talking Warrior Water Association and in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the _____ day of _____, A.D., 2014.

NOTARY PUBLIC

My Commission Expires: _____

CONTRACT

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This Agreement made and entered into on this the 30th day of September, 2008, by and between the **City of Starkville, Mississippi**, a municipal corporation, hereinafter referred to as "City" and **Talking Warrior Water Association, Inc.** a Mississippi non-profit corporation permitted by the Mississippi Public Service Commission to operate a water distribution system in Oktibbeha County, Mississippi, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, the abandonment of the Highway 25 Sewage, Inc., a sewer utility operating in the certificated area of the Association, will result in the discontinuation of the acceptance of wastewater for treatment by the City with the subsequent environmental and health hazards and

WHEREAS, the possible condemnation of properties served by the Association will result in financial hardship not only to the property owners, but to the Association due to the loss of water revenue and

WHEREAS, the City is desirous of taking ownership and operating the aforesaid sewer utility provided there is an agreement with the Association where the water will be disconnected when necessary to collect delinquent sewer bills and

WHEREAS, the existence of such an agreement will be beneficial in similar situations within the certificated area of the Association

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1.0 COMMENCEMENT, SCOPE, MODIFICATION and TERM

This Agreement shall commence on 30th of Sept., 2008. The scope of this agreement is limited to areas where the City provides sewer service within the boundaries of the Association's certificated water service area. This agreement may be modified at any time by mutual consent of the parties acting through their respective governing authorities. This agreement shall remain in effect for a period of ten (10) years following the commencement date unless terminated by mutual consent of the parties.

2.0 INDEMNIFICATION

The Association shall indemnify, defend, save and hold harmless, protect, and exonerate the City, and each of their officers, agents, employees, and

representatives, both in their official and in their individual capacities from and against 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 attorneys' fees, related to this Agreement arising out of or caused by the negligent or wrongful actions or inactions of the Association or their partners, principals, officers, agents, employees or representatives.

3.0 WATER AND SEWER BILLING

The Association agrees to add sewer fees to the monthly water bills at the rates established or modified by the City. Total revenues (less applicable fees) collected for sewer services rendered shall be forwarded to the City monthly.

Sewer fees may be based on metered water usage or a fixed monthly amount at the discretion of the City.

4.0 COMPENSATION FOR SERVICES

The City shall compensate the Association for services rendered at a rate of two dollars (\$2.00) per sewer customer per month. This shall be the rate in effect at the time of the commencement of this agreement. Said rate shall be adjusted annually based on the annual percentage change in the Consumer Price Index for Southern Urban Wage Earners and Clerical Workers as published annually by the U.S. Bureau of Labor Statistics under series Id: WUR0300SA0.

The City shall compensate the third party billing agency outlined herein for services rendered.

5.0 THIRD PARTY BILLING AGENCY

The Association agrees to provide monthly water meter readings to a third party billing agency, hereinafter referred to as "Agent". Said Agent shall prepare and mail the combined water and sewer bills per the established monthly billing cycle of the Association.

The Agent shall forward total collected water revenues, along with applicable fees due from the City, to the Association each month.

The Agent shall forward total collected sewer revenues, less applicable fees, to the City each month.

The Association and the City shall mutually agree to the selection of the Agent and the terms and conditions under which the Agent operates. Said Agent shall be capable of collecting water and sewer fees "in person" during normal business

hours (Monday through Friday) within the corporate limits of the City of Starkville.

Disconnection and reconnection fees collected by the Agent shall be forwarded to the Association monthly,

Late fees collected by the Agent shall be forwarded to the applicable party per the applicable party's respective policies.

The Association and the Agent shall resolve billing errors, up to and including meter reading errors. Billing errors shall be reconciled on the subsequent bill.

6.0 WATER DISCONNECTION

In the event that a customer does not pay the total amount of both the water and sewer fees by the due date indicated on each bill, the Agent shall provide a disconnection list to the Association within one (1) business day following the due date(s).

The Association shall notify the customer of the date on which the water will be disconnected in accordance with the rules of the Mississippi Public Service Commission.

The Association shall disconnect water service if the past due amount is not paid in full by the disconnection notification date.

Water service shall remain disconnected until either:

A. The customer pays the past due bill plus the Association's reconnection fees and applicable late fees to the Agent. The Agent shall notify the Association, on the same business day by telephone, that water service can be restored

or

B. The customer pays the entire amount of the past due bill (including reconnection and late fees) to the Association after hours (nights and weekends for example). The Association will reconnect service and, prior to the close of the next business day, deliver to the Agent the past due amount plus late and reconnection fees in the same form of payment used by the customer to pay the Association (cash, customer's personal check or customer's money order).

7.0 TERMINATION OF EXISTING SERVICE

Upon the termination of water service with the Association by a customer, the Association shall notify the Agent by telephone, facsimile or e-mail of said

termination, along with the final meter reading, within two (2) business days of said termination. The final meter reading of the terminating customer shall be the initial meter reading of the subsequent customer at the same address.

The final bill shall be mailed to the terminating customer by the Agent at the forwarding address provided by the terminating customer. Any customer deposits held by the Association or Agent shall be reconciled with the final bill in accordance with the rules of the Mississippi Public Service Commission.

8.0 ESTABLISHMENT OF NEW SERVICE AND DEPOSITS

Upon the receipt of an inquiry for the establishment of water service by the Association in an area where the City is providing sewer service, the Association shall direct the inquirer to the Agent.

The Association shall not connect and establish water service until the inquirer presents to the Association a deposit receipt from the Agent indicating that the applicable deposits required by both the Association and the City have been collected by the Agent.

9.0 SUCCESSORS OR ASSIGNS

The terms, conditions, provisions, and undertakings in this Agreement shall extend to and shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

10.0 CONSTRUCTION OF THIS AGREEMENT

It is the intent of the parties that this Agreement shall be construed in a spirit of good faith and fair dealings between the parties and both parties owe an obligation of good faith and fair dealing with each other.

11.0 DEFAULT

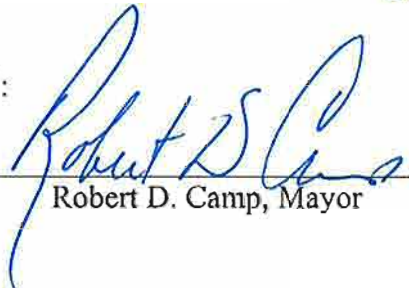
In the event that the Association defaults under this agreement and enforcement is required by the City, the City shall be entitled to the cost of the proceedings plus reasonable attorney fees.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned. The execution by the parties is made pursuant to the authority granted by the action of their respective governing authorities.

THE CITY OF STARKVILLE

The execution of this Agreement by the City is recorded in the minutes of a meeting of the Board of Alderman dated the 30th day of September, 2008.

BY:


Robert D. Camp, Mayor

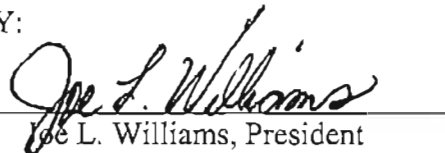
ATTEST:


Tammy Tyndall, Deputy City Clerk

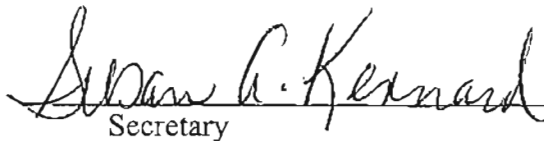
TALKING WARRIOR WATER ASSOCIATION

The execution of this Agreement by the Association is recorded in the minutes of a meeting of the executive Board dated the 30th day of September, 2008.

BY:


Joe L. Williams, President

ATTEST:


Secretary


Printed Name



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI, K, 3
AGENDA DATE: 10/6/14
PAGE: 1 of 3**

SUBJECT: REQUEST APPROVAL TO ACCEPT THE LOWEST UNIT PRICE QUOTE OF \$7.58/SF FOR UTILITY ASPHALT PATCHING SERVICES FROM APAC-MISSISSIPPI IN AN AMOUNT NOT TO EXCEED \$50,000.

FOR MORE INFORMATION CONTACT: Doug Devlin, 323-3133, ext. 131

The water enterprise fund is paying the salaries of two people in the Street Department.

This has worked well in the past because we have been able to keep our costs down by purchasing asphalt and the Street Department installs it.

These resources have now diverted to the Sportsplex and are not available to us.

We have some locations that need asphalt repair and we are starting to get customer complaints about it.

Therefore, we have no choice but to hire this service out at a significantly higher cost.

Two quotes are attached for work we have available now. We will have more coming shortly.

Approval is requested to utilize Apac-Mississippi to do these repairs in an amount to not exceed \$50,000 at a unit price cost of \$7.58 per square foot. We will try to get as much work lined up as possible before mobilizing them because an additional mobilization will cost \$2,500.

Two quotes are attached.

Apac-Mississippi	\$7.68 per square foot.
Falcon Contracting	\$8.30 per square foot.



APAC-Mississippi, Inc.
P.O. Box 1388
Columbus, MS 39701
Phone: (662) 328-6555 Fax: (662) 327-2529

QUOTATION

Company Quoted: City of Starkville
Attn:

Effective Date: October 1, 2014

Project:

Item	Description	Biditem Quantity	Unit	Unit Price	Biditem Total
1	Beattie Street Asphalt Patch	984.00	SF	\$7.68	\$7,557.12
2	Helen Circle Asphalt Patch	1920.00	SF	\$7.68	\$14,745.60
3	Parking Lot Asphalt Patching	680.00	SF	\$7.68	\$5,222.40
Bid Total:					\$27,525.12

* APAC is pleased to provide this quote for the labor, equipment, and materials to complete the following scope of work on the above referenced project.

Scope of Work

1. Asphalt Patch:

- Dig out five (5) inches of failed asphalt/limestone base and haul off site.
- Install approximately 3548 square feet of asphalt paving consisting of five (5) inches average compacted depth of asphalt.

Notes

- * Price is good for thirty (30) days from the above effective date.
- * Price is based on an November 30, 2014 completion date.
- * Price includes contract tax and bond.
- * Price includes one (1) mobilization. Any additional mobilization will be an additional \$2,500.00
- * APAC is not responsible for damage to underground utilities.
- * Respectfully, subgrade by others to be firm and to grade.
- * Saw cutting done by others.

By: _____

Ashley Sansing

Falcon Contracting Co., Inc.



P.O. Box 5044
1500 Moss Street
Columbus, MS 39704-5044
662-327-2053

Quotation

City of Starkville
Utility Trench Paving
September 19, 2014

Falcon Contracting Co., Inc., proposes to furnish the labor, materials and equipment necessary to complete the following items of work on the above referenced project:

Utility Patching

1. Aggregate base, by others, that is to be dry, firm, and unyielding.
2. Excavate and haul off 5.0" of limestone in trenches.
3. Install emulsified asphalt tack (SS-1) between each lift.
4. Install necessary asphalt patching 5.0" (2 lifts) in utility trench to grade.

Beattie Street = 246' x 4' = 984 sf

Helen Circle = 320' x 6' = 1,920 sf

City Parking Lot = 170' x 4' = 680 sf (estimated)

Unit Price = \$8.30 / sf

Note: This price does not include tax or bond.

Thank you for the opportunity to quote this work.

Tony W. Gray, Jr.
Falcon Contracting Co., Inc.