



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

JULY 7, 2015



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

REGULAR MEETING OF TUESDAY, JULY 7, 2015
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 MINUTES OF THE JUNE 2, 2015
MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL
CHANGES RECOMMENDED BY THE CITY ATTORNEY.**

- V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:
NEW EMPLOYEE INTRODUCTIONS:

Sanitation:
Mary Brooks—Driver
Ellic Lucious—Operator
Chad Rice—Laborer
Dennis Ware—Laborer

Fire:
Johnathan Cain—Firefighter
Christopher Keys—Firefighter
Michael Morrow—Firefighter
Brent Wilemon—Firefighter

Police:
Kadon Adams—Police Officer

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARING**

A PUBLIC HEARING ON THE ONE LOT FREDDIE MILONS, JR.
SUBDIVISION WITH CONDITION.

A PUBLIC HEARING ON THE JEREMY TABOR REZONING FROM
R-1 TO R-3 WITH CONDITIONS.

A PUBLIC HEARING ON THE MICHAEL AND GAYLE KRACKER
REZONING OF 2.1+/- ACRES FROM R-1/C-1 TO B-1.

IX. **MAYOR'S BUSINESS**

X. **BOARD BUSINESS**

A. DISCUSSION AND CONSIDERATION AND SETTING OF
DATES AND TIMES FOR BUDGET COMMITTEE MEETINGS
FOR THE MAYOR AND BOARD OF ALDERMEN.

B. DISCUSSION AND CONSIDERATION OF PROPOSAL
SUBMISSIONS RELATED TO BENEFIT ADMINISTRATION FOR
THE CITY OF STARKVILLE.

C. DISCUSSION AND CONSIDERATION OF OUTSIDE
CONTRIBUTION REQUESTS FOR FISCAL YEAR 2016

XI. **DEPARTMENT BUSINESS**

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- A. REQUEST APPROVAL OF TRAVEL FOR DANIEL HAVELIN TO ATTEND THE MISSISSIPPI URBAN FORESTRY AND GREEN INFRASTRUCTURE CONFERENCE IN GULFPORT, MS WITH COSTS NOT TO EXCEED \$600.00.
- B. REQUEST APPROVAL OF TRAVEL FOR BILL JELLISON TO ATTEND THE INTERNATIONAL CODE COUNCIL'S RESIDENTIAL INSPECTION INSTITUTE 2012 I-CODES TRAINING IN ATLANTA, GA WITH COSTS NOT TO EXCEED \$2,000.00.
- C. REQUEST APPROVAL OF THE PURCHASE OF THREE TRASH RECEPTACLES AND PLACEMENT OF ONE TRASH RECEPTACLE AT THE SOUTHWEST INTERSECTION OF DR. MARTIN LUTHER KING, JR DRIVE AND DR. D. L. CONNER DRIVE WITH COSTS NOT TO EXCEED \$1,909.00.
- D. REQUEST APPROVAL OF THE ONE LOT FREDDIE MILONS, JR. SUBDIVISION WITH CONDITION.
- E. REQUEST APPROVAL OF THE JEREMY TABOR REZONING FROM R-1 TO R-3 WITH CONDITIONS.
- F. REQUEST APPROVAL OF THE MICHAEL AND GAYLE KRACKER REZONING OF 2.1+/- ACRES FROM R-1/C-1 TO B-1.
- G. REQUEST APPROVAL OF THE STARKVILLE COMMUNITY DAY 2015 EVENT JULY 18, 2015 AND IN KIND SERVICES WITH CONDITION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL TO ACTIVATE THE BULLYVARD TRANSPORTATION STUDY, AUTHORIZE THE MAYOR AND CITY ENGINEER TO SIGN ANY PROJECT ACTIVATION DOCUMENTS AS REQUIRED BY MDOT PROJECT DEVELOPMENT MANUAL AND AUTHORIZE THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH MDOT FOR THIS PROJECT.
2. REQUEST AUTHORIZATION FOR GREG WALL OF HELENA CHEMICAL, THE LOW QUOTE, TO PROCEED WITH A SINGLE DITCH SPRAYING AND MAINTENANCE TREATMENT FOR 2015 IN AN AMOUNT OF \$9,690.00.
3. REQUEST APPROVAL TO ACCEPT THE QUOTE FROM HESTER CONSTRUCTION TO INSTALL A SIDEWALK ALONG HIGHWAY 182 FROM OLD WEST POINT ROAD HEADING EAST AS AN EXTENSION OF THE HWY 182 PEDESTRIAN IMPROVEMENT PROJECT IN AN AMOUNT OF \$6,198.75.
4. REQUEST APPROVAL FOR EDWARD KEMP TO ATTEND THE BROWNFIELD COMMUNITY INVOLVEMENT WORKSHOP IN ATLANTA WHICH IS 100% REIMBURSABLE BY THE BROWNFIELD GRANT AUGUST 4 THOROUGH 6, 2015 WITH ADVANCE TRAVEL REQUESTED.
5. REQUEST APPROVAL OF VOLKERT ENGINEERING FOR ENGINEERING SERVICES AS PART OF THE LOUISVILLE STREET TAP PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT AND RELATED PAPERWORK IN ACCORDANCE WITH THE MDOT LPA MANUAL AND THE MDOT SMALL PURCHASES CONTRACT PROCEDURE.
6. REQUEST APPROVAL OF PURCHASE OF FORD F-350 CAB AND CHASSIS OFF OF STATE CONTRACT TO REPLACE A 1999 MODEL DUMP TRUCK IN THE STREET DEPARTMENT.
7. REQUEST APPROVAL TO ACCEPT THE QUOTE FROM GROUNDSTONE CONSTRUCTION TO INSTALL NORTH NASH TRAFFIC CALMING PROJECT IN AN AMOUNT OF \$26,484.40.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF JULY 2, 2015 FOR FISCAL YEAR ENDING 9/30/15.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW FIRE MARSHAL MARK MCCURDY TO ATTEND A FIRE INVESTIGATOR CONFERENCE AT DELTA STATE UNIVERSITY IN CLEVELAND, MS ON JULY 22 THROUGH 23, 2015, WITH ADVANCE TRAVEL NOT TO EXCEED \$250.00.
2. REQUEST APPROVAL TO ADOPT CHANGES TO THE FIRE DEPARTMENT RUN-LATE AND FAILURE TO SHOW POLICIES AND TO UPDATE THE POLICY MANUAL ACCORDINGLY.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST AUTHORIZATION TO PROMOTE LATOYA BROWN TO FILL THE VACANT POSITION OF AUTOMOTIVE & EQUIPMENT SERVICES TECHNICIAN.
2. REQUEST AUTHORIZATION TO HIRE BILLYE ASHERBRANNER TO FILL THE VACANT POSITION OF EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF RADIO OPERATOR/RECORDS CLERK IN THE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF MAINTENANCE WORKER IN THE STREET DEPARTMENT.

5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF SECRETARY IN THE ENGINEERING/STREET DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE UP TO THREE (3) TEMPORARY EMPLOYEES TO FILL POSITIONS OF LABORER IN THE SANITATION /ENVIRONMENTAL SERVICES DEPARTMENT DUE TO MEDICAL LEAVE OF REGULAR EMPLOYEES.
7. REQUEST AUTHORIZATION FOR THE UTILITIES DIVISION TO CONTINUE THE AGREEMENT WITH EMCC REGARDING UTILIZATION OF INTERNS THROUGH THE "MAKE IT IN AMERICA GRANT" PROGRAM.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL OF ALLOWING CHIEF FRANK NICHOLS TO TRAVEL TO HATTIESBURG, MS. THE ONLY COST OF THIS TRIP WILL BE GAS AND A CAR.
2. REQUEST APPROVAL OF ALLOWING CPL. CHARLIE JONES AND OFFICER TAYLOR WELLS TO ATTEND AN ADVANCED HIGH RISK PLANNING AND ENTRY CLASS ON JULY 20-24, 2015 AT RCTA IN MERIDIAN, MS. THE ONLY COST TO THE CITY WILL BE GAS AND A CAR.
3. REQUEST APPROVAL TO ALLOW ASSISTANT CHIEF JOHN C. THOMAS TO ATTEND THE 2015 FBINAA SUMMER CONFERENCE ON AUGUST 3-6, 2015, IN GULFPORT, MS. WITH ADVANCED TRAVEL AUTHORIZED." TRAVEL WILL NOT EXCEED \$709.00.
4. REQUEST APPROVAL OF ALLOWING OFFICER HUNTER BROWN, CPL. CHRIS JACKSON, OFFICER ANTOINE GOLDEN, OFFICER TYLER DAVIS, OFFICER CRYSTAL HACKETT-MYERS, CPL. STEPHANIE PERKINS, TO ATTEND THE 2015 LAWFIT CHALLENGE, IN OLIVE BRANCH, MS., JULY 16-18, 2015, "WITH ADVANCE TRAVEL AUTHORIZED NOT TO EXCEED \$2,500.00.
5. REQUEST APPROVAL TO ACCEPT A FORFEITED 2006 DODGE CHARGER IN THE POLICE DEPARTMENT AND TO ADD THE VEHICLE TO THE FIXED ASSET LIST UPON RECEIPT OF A TITLE.
6. REQUEST APPROVAL TO ALLOW SHAWN WORD, TAYLOR WELLS AND ANDY ROUND TO TRAVEL TO BILOXI, MS FOR THE 3RD ANNUAL STARS CONFERENCE. THIS IS 100%

REIMBURSABLE THROUGH THE DUI GRANT FROM THE OFFICE OF HIGHWAY SAFETY, WITH ADVANCE TRAVEL APPROVED.

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO AUTHORIZE MAYOR WISEMAN TO SIGN A DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) SOLID WASTE ASSISTANCE GRANT IN THE AMOUNT OF \$25,000, TO BE USED FOR THE CITY'S RECYCLING PROGRAM.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO PURCHASE ESRI SOFTWARE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES MEMORANDUM DATED JUNE 9, 2015.
2. REQUEST AUTHORIZATION FOR STARKVILLE ELECTRIC DEPARTMENT TO DECLARE ITEMS AS SURPLUS PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.
3. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO DUKES ROOT CONTROL, INC, THE SUBMITTER OF THE LOWEST QUOTE, FOR ANNUAL SEWER LINE MAINTENANCE.
4. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CONTROL SYSTEMS, INC, A SOLE SOURCE, TO INSTALL TWO REMOTE TERMINAL UNITS AT BOOSTER STATION #2.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

**XVI. RECESS UNTIL JULY 21, 2015 @ 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

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

CONSIDERATION OF THE MINUTES OF THE JUNE 2, 2015 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.
- V. ANNOUNCEMENTS AND COMMENTS
 - A. MAYOR'S COMMENTS:
NEW EMPLOYEE INTRODUCTIONS:
 - B. BOARD OF ALDERMEN COMMENTS:
- VI. CITIZEN COMMENTS
- VII. PUBLIC APPEARANCES
- VIII. PUBLIC HEARING
- IX. MAYOR'S BUSINESS
- X. BOARD BUSINESS
- XI. DEPARTMENT BUSINESS

- A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

- B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- A. REQUEST APPROVAL OF TRAVEL FOR DANIEL HAVELIN TO ATTEND THE MISSISSIPPI URBAN FORESTRY AND GREEN INFRASTRUCTURE CONFERENCE IN GULFPORT, MS WITH COSTS NOT TO EXCEED \$600.00.
- B. REQUEST APPROVAL OF TRAVEL FOR BILL JELLISON TO ATTEND THE INTERNATIONAL CODE COUNCIL'S RESIDENTIAL INSPECTION INSTITUTE 2012 I-CODES TRAINING IN ATLANTA, GA WITH COSTS NOT TO EXCEED \$2,000.00.
- C. REQUEST APPROVAL OF THE PURCHASE OF THREE TRASH RECEPTACLES AND PLACEMENT OF ONE TRASH RECEPTACLE AT THE SOUTHWEST INTERSECTION OF DR. MARTIN LUTHER KING, JR DRIVE AND DR. D. L. CONNER DRIVE WITH COSTS NOT TO EXCEED \$1,909.00.
- D. REQUEST APPROVAL OF THE ONE LOT FREDDIE MILONS, JR. SUBDIVISION WITH CONDITION.
- G. REQUEST APPROVAL OF THE STARKVILLE COMMUNITY DAY 2015 EVENT JULY 18, 2015 AND IN KIND SERVICES WITH CONDITION.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. REQUEST APPROVAL TO ACTIVATE THE BULLYVARD TRANSPORTATION STUDY, AUTHORIZE THE MAYOR AND CITY ENGINEER TO SIGN ANY PROJECT ACTIVATION DOCUMENTS AS REQUIRED BY MDOT PROJECT DEVELOPMENT MANUAL AND AUTHORIZE THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING WITH MDOT FOR THIS PROJECT.
- 2. REQUEST AUTHORIZATION FOR GREG WALL OF HELENA CHEMICAL, THE LOW QUOTE, TO PROCEED WITH A SINGLE

DITCH SPRAYING AND MAINTENANCE TREATMENT FOR 2015 IN AN AMOUNT OF \$9,690.00.

3. REQUEST APPROVAL TO ACCEPT THE QUOTE FROM HESTER CONSTRUCTION TO INSTALL A SIDEWALK ALONG HIGHWAY 182 FROM OLD WEST POINT ROAD HEADING EAST AS AN EXTENSION OF THE HWY 182 PEDESTRIAN IMPROVEMENT PROJECT IN AN AMOUNT OF \$6,198.75.
4. REQUEST APPROVAL FOR EDWARD KEMP TO ATTEND THE BROWNFIELD COMMUNITY INVOLVEMENT WORKSHOP IN ATLANTA WHICH IS 100% REIMBURSABLE BY THE BROWNFIELD GRANT AUGUST 4 THOROUGH 6, 2015 WITH ADVANCE TRAVEL REQUESTED.
5. REQUEST APPROVAL OF VOLKERT ENGINEERING FOR ENGINEERING SERVICES AS PART OF THE LOUISVILLE STREET TAP PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT AND RELATED PAPERWORK IN ACCORDANCE WITH THE MDOT LPA MANUAL AND THE MDOT SMALL PURCHASES CONTRACT PROCEDURE.
6. REQUEST APPROVAL OF PURCHASE OF FORD F-350 CAB AND CHASSIS OFF OF STATE CONTRACT TO REPLACE A 1999 MODEL DUMP TRUCK IN THE STREET DEPARTMENT.
7. REQUEST APPROVAL TO ACCEPT THE QUOTE FROM GROUNDSTONE CONSTRUCTION TO INSTALL NORTH NASH TRAFFIC CALMING PROJECT IN AN AMOUNT OF \$26,484.40.

E. FINANCE AND ADMINISTRATION

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW FIRE MARSHAL MARK MCCURDY TO ATTEND A FIRE INVESTIGATOR CONFERENCE AT DELTA STATE UNIVERSITY IN CLEVELAND, MS ON JULY 22 THROUGH 23, 2015, WITH ADVANCE TRAVEL NOT TO EXCEED \$250.00.
2. REQUEST APPROVAL TO ADOPT CHANGES TO THE FIRE DEPARTMENT RUN-LATE AND FAILURE TO SHOW POLICIES AND TO UPDATE THE POLICY MANUAL ACCORDINGLY.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST AUTHORIZATION TO PROMOTE LATOYA BROWN TO FILL THE VACANT POSITION OF AUTOMOTIVE & EQUIPMENT SERVICES TECHNICIAN.
2. REQUEST AUTHORIZATION TO HIRE BILLYE ASHERBRANNER TO FILL THE VACANT POSITION OF EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF RADIO OPERATOR/RECORDS CLERK IN THE POLICE DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF MAINTENANCE WORKER IN THE STREET DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION OF SECRETARY IN THE ENGINEERING/STREET DEPARTMENT.
6. REQUEST AUTHORIZATION TO HIRE UP TO THREE (3) TEMPORARY EMPLOYEES TO FILL POSITIONS OF LABORER IN THE SANITATION /ENVIRONMENTAL SERVICES DEPARTMENT DUE TO MEDICAL LEAVE OF REGULAR EMPLOYEES.
7. REQUEST AUTHORIZATION FOR THE UTILITIES DIVISION TO CONTINUE THE AGREEMENT WITH EMCC REGARDING UTILIZATION OF INTERNS THROUGH THE "MAKE IT IN AMERICA GRANT" PROGRAM.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL OF ALLOWING CHIEF FRANK NICHOLS TO TRAVEL TO HATTIESBURG, MS. THE ONLY COST OF THIS TRIP WILL BE GAS AND A CAR.

2. REQUEST APPROVAL OF ALLOWING CPL. CHARLIE JONES AND OFFICER TAYLOR WELLS TO ATTEND AN ADVANCED HIGH RISK PLANNING AND ENTRY CLASS ON JULY 20-24, 2015 AT RCTA IN MERIDIAN, MS. THE ONLY COST TO THE CITY WILL BE GAS AND A CAR.
3. REQUEST APPROVAL TO ALLOW ASSISTANT CHIEF JOHN C. THOMAS TO ATTEND THE 2015 FBINAA SUMMER CONFERENCE ON AUGUST 3-6, 2015, IN GULFPORT, MS. WITH ADVANCED TRAVEL AUTHORIZED.” TRAVEL WILL NOT EXCEED \$709.00.
4. REQUEST APPROVAL OF ALLOWING OFFICER HUNTER BROWN, CPL. CHRIS JACKSON, OFFICER ANTOINE GOLDEN, OFFICER TYLER DAVIS, OFFICER CRYSTAL HACKETT-MYERS, CPL. STEPHANIE PERKINS, TO ATTEND THE 2015 LAWFIT CHALLENGE, IN OLIVE BRANCH, MS., JULY 16-18, 2015,“WITH ADVANCE TRAVEL AUTHORIZED NOT TO EXCEED \$2,500.00.
5. REQUEST APPROVAL TO ACCEPT A FORFEITED 2006 DODGE CHARGER IN THE POLICE DEPARTMENT AND TO ADD THE VEHICLE TO THE FIXED ASSET LIST UPON RECEIPT OF A TITLE.
6. REQUEST APPROVAL TO ALLOW SHAWN WORD, TAYLOR WELLS AND ANDY ROUND TO TRAVEL TO BILOXI, MS FOR THE 3RD ANNUAL STARS CONFERENCE. THIS IS 100% REIMBURSABLE THROUGH THE DUI GRANT FROM THE OFFICE OF HIGHWAY SAFETY, WITH ADVANCE TRAVEL APPROVED.

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO AUTHORIZE MAYOR WISEMAN TO SIGN A DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) SOLID WASTE ASSISTANCE GRANT IN THE AMOUNT OF \$25,000, TO BE USED FOR THE CITY’S RECYCLING PROGRAM.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO PURCHASE ESRI SOFTWARE IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES MEMORANDUM DATED JUNE 9, 2015.
2. REQUEST AUTHORIZATION FOR STARKVILLE ELECTRIC DEPARTMENT TO DECLARE ITEMS AS SURPLUS

PROPERTY, ADVERTISE FOR SALE, AND SELL TO THE HIGHEST BIDDER.

3. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO DUKES ROOT CONTROL, INC, THE SUBMITTER OF THE LOWEST QUOTE, FOR ANNUAL SEWER LINE MAINTENANCE.
4. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CONTROL SYSTEMS, INC, A SOLE SOURCE, TO INSTALL TWO REMOTE TERMINAL UNITS AT BOOSTER STATION #2.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7-7-2015
PAGE: 1

SUBJECT: REQUEST APPROVAL OF THE MINUTES OF THE JUNE 2, 2015 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 or
Joanna McLaurin, Deputy Clerk

AUTHORIZATION HISTORY: N/A

SUGGESTED MOTION: REQUEST APPROVAL OF THE MINUTES OF THE JUNE 2, 2015 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 REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
June 2, 2015**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 2, 2015 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 Deputy Clerk Joanna McLaurin.

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 June 2, 2015 Official Agenda:

Add to Consent Agenda IX. A. Discussion and consideration of approving a letter of agreement between Starkville Housing Authority on behalf of the Brickfire Project and a letter requesting a contract extension to September 30, 2015 as well as an increase in funding for approximately \$59,000 from Mississippi Department of Human Services for Brickfire.

Add to Consent Agenda X. F. Discussion and consideration of a resolution finding and determining that the resolution declaring the intention of the mayor and board of aldermen of the city of Starkville, Mississippi to issue general obligation public improvement bonds of said municipality in the maximum principal amount of three million dollars (\$3,000,000) adopted on the 5th day of May, 2015, was duly published as required by law; that no written protest or other objection of any kind or character against the issuance of the bonds described in said resolution has been filed by the qualified electors; and authorizing the issuance of said bonds.

Add to Consent Agenda X. E. with public hearing date as of June 16, 2015. Discussion and consideration of a resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, determining the necessity for and invoking the authority granted to municipalities by the legislature with respect to tax increment financing as set forth in chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the HPM development project is a project eligible for tax increment financing; that a public hearing be conducted in connection with the tax increment financing plan, and for related purposes.

Amend Consent Agenda X. G. adding appointment of Jeremiah Dumas to the Storm Water Review Board, Ward 6. Discussion and consideration of appointment of Jamey M. Bachman to the Starkville Tree Advisory Board to fulfill a vacated term ending May 1, 2018, appointment of Jason Camp to the planning and zoning commission, ward 1 for a term to end June 30, 2021, Jacob B. Forrester, P.E. to the storm water board for a term ending July 1, 2017 and reappointment of Michael Brooks to the planning and zoning commission, ward 4 for a term to end June 30, 2021 and Tom Walker to the planning and zoning commission, ward 3 for a term to end June 30, 2021.

Add to Consent Agenda X. H. Discussion and consideration of the application of CSpire Advanced Data Solutions, LLC and Cellular South Real Estate, Inc. for exemption from ad valorem taxes for a period of up to ten (10) years as authorized by section 27-31-101 of the Mississippi Code of 1972 as amended.

Add to Consent Agenda X. J. Discussion and consideration of an agreement with BankPlus for paying agent services related to the \$2,700,000.00 general obligation public improvement bond issue.

Add to Consent Agenda XI. B. 2. B. Request approval of the World Finance Corporation conditional use. The Mayor opened the floor for a public hearing on the matter and provided the opportunity for comments by the applicant or any citizens. Having received none, the Mayor closed the public hearing and the matter was placed on the Consent Agenda.

Add to Consent Agenda XI. B. 2. A. Request approval of a contract with the Walker Collaborative, LLC for the Starkville comprehensive plan and code.

Remove from Consent Agenda X. B. Discussion and consideration setting the salary for the Mayor and Board of Aldermen effective July 1, 2017.

Remove from Agenda X. C. Discussion and consideration of reconsidering CU15-03: conditional use request by Margaret Collier Barlow to allow a mobile home on Long Street – parcel 118O-00-027.00.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn to remove from the Agenda “Discussion and consideration of reconsidering CU15-03: conditional use request by Margaret Collier Barlow to allow a mobile home on Long Street – parcel 118O-00-027.00.”

Alderman Ben Carver	Voted: Nay
Alderman Lisa Wynn	Voted: Nay
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 Wynn made motion to reconsider and reverse, duly seconded by Alderman Carver of “Consideration of reconsidering CU15-03: conditional use request by Margaret Collier Barlow to allow a mobile home on Long Street – parcel 118O-00-027.00.”

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

Having not received a majority affirmative vote of those members present and voting, the Mayor declared the motion failed.

Alderman Wynn requested the following changes to the published June 2, 2015 Official Agenda:

Add to Consent Agenda X. D. Discussion and consideration of naming delegates to attend the National League of Cities Annual Conference in Nashville, TN. The following three delegates named are Alderman Little, Alderman Maynard, and Mayor Wiseman.

Alderman Walker requested the following changes to the published June 2, 2015 Official Agenda:

Remove from Consent Agenda XI. H. 1. Request approval to replace the playplex at McKee Park. Great Southern Recreation will act as the contractor for this request. The funding shall be an appropriation of 2% park improvement revenue in an amount not to exceed \$10,000.00. The total cost of the playplex is \$18,580.88. The Starkville Junior Auxiliary is joining with the Park and Recreation to offset the cost with a \$10,000.00 donation.

1. A MOTION TO APPROVE THE OFFICAL AGENDA.

There came for consideration the matter of approving and adopting the June 2, 2015, Official Agenda of the Regular Meeting of the Mayor and Board of Aldermen, as revised. Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to approve the June 2, 2015, Official Agenda with items listed as consent, the Board voted as follows to approve the motion:

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.

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, JUNE 3, 2015
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 MINUTES OF THE MAY 5, 2015
MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE
CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL
CHANGES RECOMMENDED BY THE CITY ATTORNEY.**

Consideration of the minutes of the May 5, 2015 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any

and all changes recommended by the City Attorney.

V. **ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

NEW EMPLOYEE INTRODUCTIONS:

Street Department—Barry Bell & Bryian Mister

Utilities Dept—New Construction/Rehab—Tyler Bierdemann

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARING**

A FIRST PUBLIC HEARING ON CONSIDERATION OF AN ORDINANCE CHANGE OF THE STARKVILLE, MISSISSIPPI – CODE OF ORDINANCES, APPENDIX A-ZONING, ARTICLE IX. – SIGNAGE, SECTION C AND D.

A PUBLIC HEARING ON CU15-04: CONDITIONAL USE REQUEST BY WORLD FINANCE CORPORATION TO ALLOW A LOAN BUSINESS AT 1085 STARK ROAD, SUITE 202.

A PUBLIC HEARING ON THE CONDITIONAL USE REQUEST BY WEST BROTHERS CONSTRUCTION FOR A FUNERAL HOME.

IX. **MAYOR'S BUSINESS**

A. DISCUSSION AND CONSIDERATION OF APPROVING A LETTER OF AGREEMENT BETWEEN STARKVILLE HOUSING AUTHORITY ON BEHALF OF THE BRICKFIRE PROJECT AND A LETTER REQUESTING A CONTRACT EXTENSION TO SEPTEMBER 30, 2015 AS WELL AS AN INCREASE IN FUNDING FOR APPROXIMATELY \$59,000 FROM MISSISSIPPI DEPARTMENT OF HUMAN SERVICES FOR BRICKFIRE.

X. **BOARD BUSINESS**

A. DISCUSSION AND CONSIDERATION OF A CONDITIONAL USE OF FUNERAL HOME WITH CONDITIONS ON A C-

1NEIGHBORHOOD COMMERCIAL ZONED PARCEL FOR WEST
MEMORIAL FUNERAL HOME.

B. DISCUSSION AND CONSIDERATION SETTING THE SALARY FOR THE
MAYOR AND BOARD OF ALDERMEN EFFECTIVE JULY 1, 2017.

C. DISCUSSION AND CONSIDERATION OF NAMING
DELEGATES TO ATTEND THE NATIONAL LEAGUE OF CITIES
ANNUAL CONFERENCE IN NASHVILLE, TN.

D. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE
MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE,
MISSISSIPPI, DETERMINING THE NECESSITY FOR AND
INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY
THE LEGISLATURE WITH RESPECT TO TAX INCREMENT
FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21,
MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT
THE HPM DEVELOPMENT PROJECT IS A PROJECT ELIGIBLE FOR
TAX INCREMENT FINANCING; THAT A PUBLIC HEARING BE
CONDUCTED IN CONNECTION WITH THE TAX INCREMENT
FINANCING PLAN, AND FOR RELATED PURPOSES.

E. DISCUSSION AND CONSIDERATION OF A RESOLUTION
FINDING AND DETERMINING THAT THE RESOLUTION
DECLARING THE INTENTION OF THE MAYOR AND BOARD OF
ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO ISSUE
GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF
SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL
AMOUNT OF THREE MILLION DOLLARS (\$3,000,000)
ADOPTED ON THE 5TH DAY OF MAY, 2015, WAS DULY
PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN
PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER
AGAINST THE ISSUANCE OF THE BONDS DESCRIBED IN SAID
RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND
AUTHORIZING THE ISSUANCE OF SAID BONDS.

F. DISCUSSION AND CONSIDERATION OF APPOINTMENT OF JAMEY
M. BACHMAN TO THE STARKVILLE TREE ADVISORY BOARD TO
FULFILL A VACATED TERM ENDING MAY 1, 2018,
APPOINTMENT OF JASON CAMP TO THE PLANNING AND

ZONING COMMISSION, WARD 1 FOR A TERM TO END JUNE 30, 2021, JACOB B. FORRESTER, P.E. TO THE STORM WATER BOARD FOR A TERM ENDING JULY 1, 2017 AND REAPPOINTMENT OF MICHAEL BROOKS TO THE PLANNING AND ZONING COMMISSION, WARD 4 FOR A TERM TO END JUNE 30, 2021 AND TOM WALKER TO THE PLANNING AND ZONING COMMISSION, WARD 3 FOR A TERM TO END JUNE 30, 2021.

G. DISCUSSION AND CONSIDERATION OF THE APPLICATION OF C SPIRE ADVANCED DATA SOLUTIONS, LLC AND CELLULAR SOUTH REAL ESTATE, INC. FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF UP TO TEN (10) YEARS AS AUTHORIZED BY SECTION 27-31-101 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED.

H. A REPORT FROM THE CHIEF ADMINISTRATIVE OFFICER ON THE PROGRESS OF THE CONSTRUCTION OF THE NEW CITY HALL.

I. DISCUSSION AND CONSIDERATION OF AN AGREEMENT WITH BANKPLUS FOR PAYING AGENT SERVICES RELATED TO THE \$2,700,000.00 GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND ISSUE.

J. A REPORT FROM THE CHIEF ADMINISTRATIVE OFFICER ON VEHICLE FIRE AT THE LANDFILL.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO JACKSON, MS ON JUNE 8, 2015 TO ATTEND AN AIRPORT MDOT MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM COMMITTEE MEETING.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

A. REQUEST APPROVAL OF A CONTRACT WITH THE WALKER COLLABORATIVE, LLC FOR THE STARKVILLE COMPREHENSIVE PLAN AND CODE.

B. REQUEST APPROVAL OF THE WORLD FINANCE CORPORATION CONDITIONAL USE.

C. REQUEST APPROVAL FOR ADVANCE TRAVEL REQUEST FOR BUDDY SANDERS AND DANIEL HAVELIN TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE CONFERENCE IN BILOXI WITH COSTS NOT TO EXCEED \$1,900.00.

D. REQUEST APPROVAL OF THE CERTIFICATE OF APPROPRIATENESS FOR 302 GREENSBORO STREET.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF MAY 29, 2015 FOR FISCAL YEAR ENDING 9/30/15.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

- A. REQUEST APPROVAL TO REPLACE THE PLAYPLEX AT MCKEE PARK. GREAT SOUTHERN RECREATION WILL ACT AS THE CONTRACTOR FOR THIS REQUEST. THE FUNDING SHALL BE AN APPROPRIATION OF 2% PARK IMPROVEMENT REVENUE IN AN AMOUNT NOT TO EXCEED \$10,000.00. THE TOTAL COST OF THE PLAYPLEX IS \$18,580.88. THE STARKVILLE JUNIOR AUXILIARY IS JOINING WITH THE PARK AND RECREATION TO OFFSET THE COST WITH A \$10,000.00 DONATION.

I. PERSONNEL

1. REQUEST APPROVAL OF THE PROPOSED JOB DESCRIPTION AND APPROVAL TO ADVERTISE TO FILL A POSITION OF AUTOMOTIVE & EQUIPMENT SERVICES TECHNICIAN TO BE A SHARED POSITION BETWEEN THE STREET DEPARTMENT AND THE UTILITIES DEPARTMENT.
2. REQUEST APPROVAL TO ADVERTISE TO FILL VACANT POSITIONS OF APPRENTICE LINEMAN IN THE UTILITIES DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CALEA ASSESSMENT ON JUNE 21-23, 2015.
2. REQUEST AUTHORIZATION TO ALLOW CHIEF FRANK NICHOLS TO TRAVEL TO HATTIESBURG, MS, TO SPEAK AT THE SOUTHERN REGIONAL PUBLIC SAFETY INSTITUTE BASIC CADET GRADUATION ON JUNE 11, 2015.
3. REQUEST APPROVAL TO APPLY FOR A DEPARTMENT OF JUSTICE GRANT IN THE AMOUNT OF \$380,113.20.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. A REPORT ON THE PROGRESS OF THE AMI DEPLOYMENT AND THE NEED TO DISCONTINUE USE OF FLOATING METERS.

2. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST UNIT PRICE BIDDER, TO INSTALL NEW WATER AND SEWER LINES IN SCALES STREET PRIOR TO PAVING.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL JUNE 16, 2015 @ 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

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 MINUTES OF THE MAY 5, 2015 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
NEW EMPLOYEE INTRODUCTIONS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

C. DISCUSSION AND CONSIDERATION OF NAMING DELEGATES TO ATTEND THE NATIONAL LEAGUE OF CITIES ANNUAL CONFERENCE IN NASHVILLE, TN.

D. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF

STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE HPM DEVELOPMENT PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES

E. DISCUSSION AND CONSIDERATION OF A RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000) ADOPTED ON THE 5TH DAY OF MAY, 2015, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS.

F. DISCUSSION AND CONSIDERATION OF APPOINTMENT OF JAMEY M. BACHMAN TO THE STARKVILLE TREE ADVISORY BOARD TO FULFILL A VACATED TERM ENDING MAY 1, 2018, APPOINTMENT OF JASON CAMP TO THE PLANNING AND ZONING COMMISSION, WARD 1 FOR A TERM TO END JUNE 30, 2021, JACOB B. FORRESTER, P.E. TO THE STORM WATER BOARD FOR A TERM ENDING JULY 1, 2017 AND REAPPOINTMENT OF MICHAEL BROOKS TO THE PLANNING AND ZONING COMMISSION, WARD 4 FOR A TERM TO END JUNE 30, 2021 AND TOM WALKER TO THE PLANNING AND ZONING COMMISSION, WARD 3 FOR A TERM TO END JUNE 30, 2021.

G. DISCUSSION AND CONSIDERATION OF APPOINTMENT OF JAMEY M. BACHMAN TO THE STARKVILLE TREE ADVISORY BOARD TO FULFILL A VACATED TERM ENDING MAY 1,

2018, APPOINTMENT OF JASON CAMP TO THE PLANNING AND ZONING COMMISSION, WARD 1 FOR A TERM TO END JUNE 30, 2021, JACOB B. FORRESTER, P.E. TO THE STORM WATER BOARD FOR A TERM ENDING JULY 1, 2017 AND REAPPOINTMENT OF MICHAEL BROOKS TO THE PLANNING AND ZONING COMMISSION, WARD 4 FOR A TERM TO END JUNE 30, 2021 AND TOM WALKER TO THE PLANNING AND ZONING COMMISSION, WARD 3 FOR A TERM TO END JUNE 30, 2021.

I. DISCUSSION AND CONSIDERATION OF AN AGREEMENT WITH BANKPLUS FOR PAYING AGENT SERVICES RELATED TO THE \$2,700,000.00 GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND ISSUE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL FOR AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO JACKSON, MS ON JUNE 8, 2015 TO ATTEND AN AIRPORT MDOT MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM COMMITTEE MEETING.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

A. REQUEST APPROVAL OF A CONTRACT WITH THE WALKER COLLABORATIVE, LLC FOR THE STARKVILLE COMPREHENSIVE PLAN AND CODE.

B. REQUEST APPROVAL OF THE WORLD FINANCE CORPORATION CONDITIONAL USE.

C. REQUEST APPROVAL FOR ADVANCE TRAVEL REQUEST FOR BUDDY SANDERS AND DANIEL HAVELIN TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE CONFERENCE IN BILOXI WITH COSTS NOT TO

EXCEED \$1,900.00.

- D. REQUEST APPROVAL OF THE CERTIFICATE OF APPROPRIATENESS FOR 302 GREENSBORO STREET.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

I. PERSONNEL

1. REQUEST APPROVAL OF THE PROPOSED JOB DESCRIPTION AND APPROVAL TO ADVERTISE TO FILL A POSITION OF AUTOMOTIVE & EQUIPMENT SERVICES TECHNICIAN TO BE A SHARED POSITION BETWEEN THE STREET DEPARTMENT AND THE UTILITIES DEPARTMENT.
2. REQUEST APPROVAL TO ADVERTISE TO FILL VACANT POSITIONS OF APPRENTICE LINEMAN IN THE UTILITIES DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CALEA ASSESSMENT ON JUNE 21-23, 2015.
2. REQUEST AUTHORIZATION TO ALLOW CHIEF FRANK NICHOLS TO TRAVEL TO HATTIESBURG, MS, TO SPEAK AT THE SOUTHERN REGIONAL PUBLIC SAFETY INSTITUTE BASIC CADET GRADUATION ON JUNE 11, 2015.
3. REQUEST APPROVAL TO APPLY FOR A DEPARTMENT OF JUSTICE GRANT IN THE AMOUNT OF \$380,113.20.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

2. **REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST UNIT PRICE BIDDER, TO INSTALL NEW WATER AND SEWER LINES IN SCALES STREET PRIOR TO PAVING.**

CONSENT ITEMS 2-21:

2. CONSIDERATION OF THE MINUTES OF THE MAY 5, 2015, MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the "Approval of the May 5, 2015 minutes of the Mayor and Board of Aldermen of the City of Starkville, MS as reviewed by the City Attorney" is enumerated, this consent item is thereby approved.

3. **CU15-04: CONDITIONAL USE REQUEST BY WORLD FINANCE CORPORATION TO ALLOW A LOAN BUSINESS AT 1085 STARK ROAD, SUITE 202.**

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the "CU15-04: conditional use request by World Finance Corporation to allow a loan business at 1085 Stark Road, Suite 202" is enumerated, this consent item is thereby approved

4. **DISCUSSION AND CONSIDERATION OF APPROVING A LETTER OF AGREEMENT BETWEEN STARKVILLE HOUSING AUTHORITY ON BEHALF OF THE BRICKFIRE PROJECT AND A LETTER REQUESTING A CONTRACT EXTENSION TO SEPTEMBER 30, 2015 AS WELL AS AN INCREASE IN FUNDING FOR APPROXIMATELY \$59,000 FROM MISSISSIPPI DEPARTMENT OF HUMAN SERVICES FOR BRICKFIRE.**

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the "Discussion and consideration of approving a letter of agreement between Starkville Housing Authority on behalf of the Brickfire Project and a letter requesting a contract extension to September 30, 2015 as well as an increase in funding for approximately \$59,000 from Mississippi Department of Human Services for Brickfire" is enumerated, this consent item is thereby approved.

***The Housing Authority
Of
The City of Starkville, Mississippi***

101 Wood Street
STARVILLE, MISSISSIPPI 39759

TELEPHONE (662) 323-5536

May 12, 2015

Honorable Parker Wiseman
Mayor, City of Starkville
City Hall
101 Lampkin Street
Starkville, MS 39759

Dear Mayor Wiseman:

The Starkville Housing Authority expects to grant the City of Starkville \$14,750.00 to be used as matching funds with the Department of Human Services for Brickfire Project to provide childcare services for low income families.

The money that the Starkville Housing Authority donates to Brickfire is from tenant revenue and not our operating subsidy from HUD.

Sincerely,

Rebecca Carlisle

Rebecca Carlisle
Executive Director

Parker Wiseman, Mayor

THE CITY OF STARKVILLE *Mayor's Office*
CITY HALL
101 EAST LAMPKIN STREET
STARKVILLE MISSISSIPPI 39759

Phone: 662-323-4583, ext. 100 Fax
662-324-4015

June 3, 2015

Mrs. Dickson, MS CFLE, Director Division of Early Childhood Care and Development Mississippi
Dept. of Human Services PO Box 352 Jackson, MS 39205

Dear Mrs. Dickson, MS CFLE:

Brickfire Project, our sub grantee for the DHS Slots program has brought to our attention the need to request an increase in funding for approximately \$59,000.00 and extend the grant end date under the City of Starkville's Early Childhood Care and Development slots program. The need for the extension is due to an increase in services provided to children who have been qualified through your agency.

The Starkville Housing Authority expects to grant the City of Starkville \$14,749.50 to be used as matching funds with the Department of Human Services for Brickfire Project to provide childcare services to low income families. These funds will be donated to Brickfire Project by November 2015. The money that the Starkville Housing Authority donates to Brickfire is from tenant revenue and not their operating subsidy from HUD. Therefore these are not federal funds. The extension of the t is necessary to continue services until the end of the grant which ends on November 30, 015 .

Parker Wiseman Mayor, Starkville

5. DISCUSSION AND CONSIDERATION OF NAMING DELEGATES TO ATTEND THE NATIONAL LEAGUE OF CITIES ANNUAL CONFERENCE IN NASHVILLE, TN.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Discussion and consideration of naming the following delegates to attend the National League of Cities Annual Conference in Nashville, TN. Alderman Little, Alderman Maynard, and Mayor Wiseman” is enumerated, this consent item is thereby approved.

6. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE HPM DEVELOPMENT PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING; THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE TAX INCREMENT FINANCING PLAN, AND FOR RELATED PURPOSES.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Discussion and consideration of a resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, determining the necessity for and invoking the authority granted to municipalities by the legislature with respect to tax increment financing as set forth in chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the HPM development project is a project eligible for tax increment financing; that a public hearing be conducted in connection with the tax increment financing plan, and for related purposes.” with public hearing date as of June 16, 2015 is enumerated, this consent item is thereby approved.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THAT THE HPM DEVELOPMENT PROJECT IS A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING; THAT A PUBLIC HEARING BE

**CONDUCTED IN CONNECTION WITH THE TAX INCREMENT
FINANCING PLAN, AND FOR RELATED PURPOSES.**

WHEREAS, the Mayor and Board of Aldermen of the City of Starkville, Mississippi, (the "Board" of the "City"), acting for and on behalf of the City, hereby find, determine and adjudicate as follows:

1. The Mississippi "Tax Increment Financing Act," Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "Act"), authorizes municipalities and counties in the State of Mississippi to undertake and carry out redevelopment projects, as defined therein, with the use of Tax Increment Financing ("TIF"), and also to carry out such projects jointly with other local governmental units pursuant to the Interlocal Cooperation Act, Title 17, Chapter 13, Mississippi Code of 1972, as amended (the "Interlocal Act").

2. The Board has received and has conducted hearings on the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (the "Redevelopment Plan") for the Municipality, and has approved the Redevelopment Plan on April 4, 2006. The Redevelopment Plan constitutes a qualified plan under the Act.

3. The Board has been presented with a tax increment financing plan entitled *Tax Increment Financing Plan, HPM Development Project, City of Starkville, Mississippi* (the "TIF Plan"), the purpose of which is to provide a financing mechanism to pay for the cost of constructing various infrastructure improvements, which may include but are not limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (the "Infrastructure Improvements"). The TIF Plan has attached as exhibits the map and legal description of the land to be included in the proposed TIF District. The TIF District should be established by the Board as described in the TIF Plan, and the Redevelopment Plan should have the TIF Plan attached or included by reference therein after a public hearing on the matter.

4. HPM Development, LLC, a Mississippi limited liability company (the "Developer"), is proposing to develop a Chevrolet, Chrysler, Dodge, Jeep Ram Dealership Complex and mixed use development containing a convenience store, restaurant, 20,000 square feet of office space and approximately 15 single family housing units (the "Project") in the City and in the proposed TIF District (the "TIF District"), as described in the TIF Plan. The City will enter into an Interlocal Cooperation Agreement with Oktibbeha County, Mississippi (the "County"), pursuant to the Interlocal Act to support the Project and to allow TIF Bond proceeds to be used to pay for the costs of the Infrastructure Improvements to support the Project. These costs will equal or exceed the sum of Three Million Dollars (\$3,000,000). The Developer is requesting the assistance of the City and the County in providing funding for the Infrastructure Improvements by the utilization of TIF.

5. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Redevelopment Plan; and the

participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

6. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the anticipation that TIF moneys will be available in the future. Upon establishment of the TIF District and the approval of the inclusion of the TIF Plan as a part of the Redevelopment Plan, the City wishes to reimburse the Developer for this expense in whole or part, up to the amount of moneys available from the proceeds of TIF bonds in the principal amount not to exceed Three Million Dollars (\$3,000,000), at the time or times TIF bonds are issued in the future. These bonds will be secured solely by a pledge of that portion of the increase in ad valorem taxes on real and personal property generated within the TIF District and that portion of the increase in sales taxes generated within the TIF District specified in the TIF Plan. The funds derived from the sale of the bonds will be used to acquire and construct or reimburse the Developer for costs of the Infrastructure Improvements. These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

7. The City reasonably expects that it and or the Developer for the Project will incur expenditures for the Infrastructure Improvements prior to the issuance of the Bonds, and that it should declare its official intent to reimburse expenditures made in anticipation of the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CITY, AS FOLLOWS:

The TIF District as described in the TIF Plan should be established and the TIF Plan adopted and approved as a part of the Redevelopment Plan after holding a public hearing on the matter. The Board hereby gives notice of its intention to create and establish the TIF District and to approve the TIF Plan as a part of the Redevelopment Plan.

The Board hereby declares its intention, upon establishment of the TIF District and the approval of the TIF Plan, to issue tax increment financing bonds not to exceed Three Million Dollars (\$3,000,000), in one or more series or advances as it sees fit in the future, for the Infrastructure Improvements. These bonds will be secured solely by a pledge of the increase in ad valorem taxes of the City and the County on real and personal property generated within the TIF District and the increase in sales taxes rebates for the City generated within the TIF District as described in the TIF Plan. The funds derived from the sale of the bonds will be used for the Infrastructure Improvements. These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Board hereby declares its official intent to reimburse expenditures made for the Infrastructure Improvements prior to the issuance of the Bonds with proceeds of the Bonds to

the extent permitted by the Reimbursement Regulations. The Bonds will be secured solely by a pledge of the increased ad valorem taxes for the City and the County and sales tax rebates for the City generated within the proposed Tax Increment Finance District.

A public hearing shall be held with respect to the TIF Plan and the issuance of the TIF bonds at the regular meeting room of the Board at the City Hall of the City of Starkville, Mississippi at 5:30 o'clock p.m., on the 16th day of June, 2015.

The City Clerk is hereby directed to publish a notice of the public hearing in the *Starkville Daily News*, a newspaper in which the City is authorized to publish legal notices, the publication of which shall not be more than twenty (20) days and not less than ten (10) days prior to the date set forth in Section 3 above, pursuant to and in compliance with the requirements of Section 21-45-11 of the Act. A copy of the TIF Plan will be available for examination in the office of the City Clerk at City Hall, Starkville, Mississippi.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 2nd day of June, 2015.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

7. DISCUSSION AND CONSIDERATION OF A RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000) ADOPTED ON THE 5TH DAY OF MAY, 2015, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Discussion and consideration of a resolution finding and determining that the resolution declaring the intention of the mayor and board of aldermen of the city of Starkville, Mississippi to issue general obligation public improvement bonds of said municipality in the maximum principal amount of three million dollars (\$3,000,000) adopted on the 5th day of May, 2015, was duly published as required by law; that no written protest or other objection of any kind or character against the issuance of the bonds described in said resolution has been filed by the qualified electors; and authorizing the issuance of said bonds” is enumerated, this consent item is thereby approved.

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000) ADOPTED ON THE 5TH DAY OF MAY, 2015, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO WRITTEN PROTEST OR OTHER OBJECTION OF ANY KIND OR CHARACTER AGAINST THE ISSUANCE OF THE BONDS DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS.

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 City of Starkville, Mississippi, hereby finds, determines, adjudicates and declares as follows:

Heretofore, on May 5, 2015, the Governing Body adopted a certain resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF SAID MUNICIPALITY IN THE MAXIMUM PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000) TO RAISE MONEY FOR THE PURPOSE OF ACQUIRING, RENOVATING, EQUIPPING AND FURNISHING OF THE PRESENT CITY HALL BUILDING AND ASSOCIATED REAL AND PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION THE REPAIR, PATCHING, OVERLAY, AND STRIPING OF THE BUILDINGS PARKING LOT, LOCATED AT 101 E. LAMPKIN STREET IN STARKVILLE, MISSISSIPPI, TO HOUSE AND FACILITATE THE OPERATIONS OF THE STARKVILLE POLICE DEPARTMENT; AND FOR RELATED PURPOSES; AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION," wherein the Governing Body found, determined and adjudicated that it is necessary that bonds of the Municipality be issued in the amount, for the purpose and secured as aforesaid, declared its intention to issue said bonds, and fixed June 2, 2015 at 5:30 o'clock p.m., as the date and hour on which it proposed to direct the issuance of said bonds, on or prior to which date and hour any protest to be made against the issuance of such bonds was required to be filed.

As required by law and as directed by the aforesaid resolution, said resolution was published once a week for at least three (3) consecutive weeks in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, the first publication having been made not less than twenty-one (21) days prior to June 2, 2015, and the last publication having been made not more than seven (7) days prior to such date, said notice having been published in said newspaper on *May 12, 2015, May 19, 2015 and May 26, 2015*, as evidenced by the publisher's affidavit and attached hereto as **Attachment A**.

On or prior to the date and hour of June 2, 2015 at 5:30 o'clock p.m., no written protest or other objection of any kind or character against the issuance of the bonds described in the aforesaid resolution had been filed or presented by qualified electors of the Municipality.

The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 to 21-33-329, Mississippi Code of 1972, as amended, to issue the hereinafter described bonds without an election on the question of the issuance thereof.

The amount of said bonds so proposed to be issued, when added to the outstanding indebtedness of the Municipality, will not exceed any constitutional or statutory limitation of indebtedness.

The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY AS FOLLOWS:

General obligation public improvement bonds of the Municipality are hereby authorized to be issued in the maximum principal amount of Three Million Dollars (\$3,000,000) to raise money for the purpose of acquiring, renovating, equipping and furnishing of the present city hall building and associated real and personal property, including without limitation the repair, patching, overlay, and striping of the buildings parking lot, located at 101 E. Lampkin Street in Starkville, Mississippi, to house and facilitate the operations of the Starkville Police Department; and for related purposes.

Said bonds shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

The Municipality hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as bond counsel in connection with the issuance of the Bonds.

The Municipality hereby authorizes and approves the engagement of Government Consultants, Inc., Jackson, Mississippi, to serve as financial advisor in connection with the issuance of the Bonds.

The Municipality hereby authorizes and approves the engagement of Mitchell, McNutt & Sams, Christopher J. Latimer, Columbus, Mississippi, to serve as Counsel for the Municipality in connection with the issuance of the Bonds.

Alderman _____ moved and Alderman _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 2nd day of June, 2015.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST _____

Lesa Hardin, City Clerk

8. DISCUSSION AND CONSIDERATION OF APPOINTMENT JEREMIAH DUMAS TO THE STORMWATER REVIEW BOARD, WARD 6, FOR A TERM ENDING JULY 1, 2017, JAMEY M. BACHMAN TO THE STARKVILLE TREE ADVISORY BOARD TO FULFILL A VACATED TERM ENDING MAY 1, 2018, APPOINTMENT OF JASON CAMP TO THE PLANNING AND ZONING COMMISSION, WARD 1 FOR A TERM TO END JUNE 30, 2021, JACOB B. FORRESTER, P.E. TO THE STORM WATER BOARD FOR A TERM ENDING JULY 1, 2017 AND REAPPOINTMENT OF MICHAEL BROOKS TO THE PLANNING AND ZONING COMMISSION, WARD 4 FOR A TERM TO END JUNE 30, 2021 AND TOM WALKER TO THE PLANNING AND ZONING COMMISSION, WARD 3 FOR A TERM TO END JUNE 30, 2021.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby adding the appointment of Jeremiah Dumas to the Storm Water Review Board, Ward 6 for a term ending July 1, 2017, Jamey M. Bachman to the Starkville Tree Advisory Board to fulfill a vacated term ending May 1, 2018, Jason Camp to the planning and zoning commission, ward 1 for a term to end June 30, 2021, Jacob B. Forrester, P.E. to the storm water board for a term ending July 1, 2017, reappointment of Michael Brooks to the planning and zoning commission, ward 4 for a term to end June 30, 2021, and reappointment of Tom Walker to the planning and zoning commission, ward 3 for a term to end June 30, 2021, ” is enumerated, this consent item is thereby approved.

9. DISCUSSION AND CONSIDERATION OF THE APPLICATION OF C SPIRE ADVANCED DATA SOLUTIONS, LLC AND CELLULAR SOUTH REAL ESTATE, INC. FOR EXEMPTION FROM AD VALOREM TAXES FOR A PERIOD OF UP TO TEN (10) YEARS AS AUTHORIZED BY SECTION 27-31-101 OF THE MISSISSIPPI CODE OF 1972 AS AMENDED.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Discussion and consideration of the application of CSpire Advanced Data Solutions, LLC and Cellular South Real Estate, Inc. for exemption from ad valorem taxes for a period of up to ten (10) years as authorized by section 27-31-101 of the Mississippi Code of 1972 as amended” is enumerated, this consent item is thereby approved.

10. DISCUSSION AND CONSIDERATION OF AN AGREEMENT WITH BANKPLUS FOR PAYING AGENT SERVICES RELATED TO THE \$2,700,000.00 GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND ISSUE.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the

“Discussion and consideration of an agreement with BankPlus for paying agent services related to the \$2,700,000.00 general obligation public improvement bond issue” is enumerated, this consent item is thereby approved.

11. REQUEST APPROVAL FOR AIRPORT MANAGER RODNEY LINCOLN TO TRAVEL TO JACKSON, MS ON JUNE 8, 2015 TO ATTEND AN AIRPORT MDOT MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM COMMITTEE MEETING.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Request approval for Airport Manager Rodney Lincoln to travel to Jackson, MS on June 8, 2015 to attend an Airport MDOT Multi-modal Transportation Improvement Program Committee Meeting” is enumerated, this consent item is thereby approved.

12. REQUEST APPROVAL OF A CONTRACT WITH THE WALKER COLLABORATIVE, LLC FOR THE STARKVILLE COMPREHENSIVE PLAN AND CODE.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Request approval of a contract with the Walker Collaborative, LLC for the Starkville comprehensive plan and code” is enumerated, this consent item is thereby approved.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into as of the ____ day of _____, 2015, by and between the City of Starkville, Mississippi (hereinafter referred to as the "Client"), and The Walker Collaborative, LLC, a Tennessee Limited Liability Company doing business at 2408 Belmont Boulevard, Nashville, Tennessee 37212 (hereinafter referred to as the "Consultant").

WHEREAS, the Client desires to create a "Comprehensive Plan and Updated Code"; and

WHEREAS, the Client desires to engage the Consultant to provide the professional services required for this project; and

WHEREAS, the Consultant desires to undertake the project.

NOW, THEREFORE, the parties hereto mutually agree as follows:

- 1. Scope of Services.** The Consultant agrees to provide services to create a Comprehensive Plan and Updated Code for the Client. The services to be performed are described in Exhibits A1 (plan) and A2 (code), attached hereto and incorporated herein ("Scope of Work"). The Client agrees to provide supporting services to the Consultant as described in Exhibits A1 and A2.
- 2. Term.** This Agreement shall take effect as of the date first set forth above, and shall remain in full force and effect until the project is completed, unless terminated as provided in Paragraph 4(A).
- 3. Compensation and Reimbursement.**
 - A. Amount of Compensation and Reimbursement.** The Client shall compensate the Consultant for its services and reimburse the Consultant for its expenses in accordance with the project Budget contained in Exhibits B1 (plan) and B2 (code) and incorporated herein. It is agreed that the total compensation and expense reimbursement to be paid for the professional services provided under this Agreement shall be a sum of \$219,973. By mutual agreement, the Client and the Consultant may reallocate the budget among project tasks if the total compensation

amount remains unchanged.

- B. Method of Compensation and Reimbursement. The Consultant shall submit monthly invoices to the Client for the Consultant's services based upon the percentage completion of each project task identified in Exhibits B1 and B2. Monthly invoices shall include reimbursable expenses in accordance with Exhibits B1 and B2. The compensation to the Consultant is a "fixed fee" and "fixed expenses" approach that is based upon the estimated hours and expenses for the project, as opposed the actual hours and expenses that may ultimately occur. This approach is intended to provide financial certainty to both parties for this project. The Client shall make payments within thirty (30) days of the Client's receipt of invoices. Late payments shall be accompanied by interest calculated at a rate of 1.5 percent per month thereafter. The Consultant's total invoicing for both projects combined (B1 and B2) shall not exceed \$50,000 prior to September 30, 2015.

4. General Terms and Conditions.

- A. Termination of Agreement: The parties shall have the right to terminate this Agreement, with or without cause, by giving written notice to the non-terminating party of such termination and specifying the effective date thereof. Notice shall be given at least fifteen (15) days before the effective date of such termination. In such event all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement shall become the Client's property. The Consultant shall be entitled to receive compensation in accordance with the Agreement for any work completed pursuant to the terms of this Agreement prior to the date of termination.
- B. Changes. The Client may periodically request changes in the Scope of Services of the Consultant to be performed hereunder. Such changes, including the amount of the Consultant's compensation, that are mutually agreed upon between the Client and the Consultant, shall be in writing and, upon execution by both parties, shall become part of this Agreement.
- C. Assignability. Any assignment or attempted assignment of this Agreement by the Consultant without the prior written consent of the Client shall be void. However, any claims for money due, or to become due, to the Consultant from the Client under this Agreement may be assigned without such approval. Notice of any such assignment or transfer shall be furnished to the Client.
- D. Audit. The Client or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are pertinent to Consultant's performance under this Agreement, as

the Consultant maintains them in the ordinary course of business, for the purposes of making an audit, examination, or excerpts. The Client's review of the Consultant's materials described above shall occur at a mutually agreeable time. The Consultant agrees to maintain records relating to the project that is the subject of this Agreement for three (3) years after this Agreement terminates.

- E. Ownership of Documents. Upon receipt of full and final payment, reports, studies, plans, codes, guidelines, graphics, specifications, and other materials prepared by the Consultant in connection with this Agreement shall be the property of the Client. However, the Consultant shall have the right to utilize any such materials in the course of its marketing, professional presentations and for other business purposes.
- F. Assignment of Rights. Upon receipt of full and final payment, the Consultant assigns to the Client all rights to the work that the Consultant prepared, developed, or created for the Client pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public; and 4) to display the work publicly. The Consultant shall have the right to use the materials produced in the course of this Agreement for marketing, professional presentations, and for other business purposes.
- G. Governing Law. This Agreement shall be governed by the laws of the State of Mississippi. The Consultant shall comply with all applicable state and federal laws and regulations and resolutions of the Client, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.
- H. Subcontractors. The Consultant shall have the right to utilize the following parties as a subcontractors under this Agreement:
 - Orion Planning Group – Hernando, Mississippi
 - Third Coast Design Studio – Nashville, Tennessee
 - Alta Planning & Design – Davidson, North Carolina
 - Volkert Engineering – Jackson, Mississippi
 - Randall Gross / Development Economics – Washington, DCOther subcontractors may be utilized if approved by the Client.
- I. Notices. Any notice from the Consultant to the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Buddy Sanders
Director of Community Development

City of Starkville
101 East Lampkin Street
Starkville, Mississippi 39759

Any notice to the Consultant from the Client concerning the terms and conditions of this Agreement shall be made in writing and delivered by certified or registered U.S. Mail, return receipt requested, and shall be addressed as follows:

Philip L. Walker, AICP
Principal
The Walker Collaborative
2408 Belmont Boulevard
Nashville, TN37212

Notices from one party to the other shall be deemed effective upon confirmed receipt. Either party may change its address or contact person by written notification to the other party.

- 5. Indemnification.** The Consultant shall indemnify and hold the Client and its agents and employees harmless from and against any and all claims, suits, or actions made or asserted for any damage to person or property occasioned by the errors or omissions by the Consultant or any of its agents, employees, or subcontractors in connection with performance of the Consultant's obligations under this Agreement.
- 6. Independent Consultant.** Both parties agree that the Consultant and its subcontractors are independent contractors. The Consultant, its agents and subcontractors, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees of Client.
- 7. Insurance.** For the term of this Agreement, the Consultant shall maintain insurance that protects the Consultant while performing the work covered by this Agreement from claims for damages that may arise from the Consultant's operations. The amounts of such insurance shall be as follows:

 - A. Professional liability insurance. The Consultant shall maintain coverage in the amount of not less than \$1,000,000.00 (each occurrence and general aggregate).
 - B. Commercial general liability insurance. The Consultant shall maintain coverage in the amount of not less than \$1,000,000.00 (each occurrence and general aggregate).
 - C. Motor vehicle liability insurance on all motor vehicles owned, leased or otherwise used by the Consultant in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property

damage combined.

D. Certificate of Insurance. Upon the Client's request, the Consultant shall furnish to the Client a certificate of insurance covering the work as required above as evidence that the insurance will be maintained in force for the entire duration of the work performed under this agreement.

8. Extent of Agreement. This Agreement represents the entire and integrated agreement between the Client and the Consultant. It supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Client and the Consultant, except that the parties may orally modify the time for performance of the Agreement.

9. Mediation. As a pre-condition to the filing of any litigation, all claims, disputes, and other matters in question between the parties to this Agreement arising out of or relating to this Agreement concerning a breach thereof, shall first be submitted to non-binding mediation unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. This Agreement to mediate shall be specifically enforceable under the prevailing laws of the State of Mississippi.

10. Miscellany. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding upon the parties hereto. A waiver of a breach of any of the provisions shall not be construed as a continuing waiver or other breaches of the same or other provisions thereof.

THE WALKER COLLABORATIVE, LLC

CITY OF STARKVILLE

BY: _____
Philip L. Walker

BY: _____
Parker Wiseman

Title: Principal

Title: Mayor, City of Starkville

Date: _____

Date: _____

13. REQUEST APPROVAL OF CU 15-04, THE WORLD FINANCE CORPORATION CONDITIONAL USE ON STARK ROAD.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Request approval of CU 15-04 the World Finance Corporation conditional use on Stark Road” is enumerated, this consent item is thereby approved.

14. REQUEST APPROVAL FOR ADVANCE TRAVEL REQUEST FOR BUDDY SANDERS AND DANIEL HAVELIN TO ATTEND THE MISSISSIPPI MUNICIPAL LEAGUE CONFERENCE IN BILOXI WITH COSTS NOT TO EXCEED \$1,900.00.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Request approval for advance travel request for Buddy Sanders and Daniel Havelin to attend the Mississippi Municipal League Conference in Biloxi with costs not to exceed \$1,900.00” is enumerated, this consent item is thereby approved.

15. REQUEST APPROVAL OF THE CERTIFICATE OF APPROPRIATENESS FOR 302 GREENSBORO STREET.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Request approval of the certificate of appropriateness for 302 Greensboro Street” is enumerated, this consent item is thereby approved.

16. REQUEST APPROVAL OF THE PROPOSED JOB DESCRIPTION AND APPROVAL TO ADVERTISE TO FILL A POSITION OF AUTOMOTIVE & EQUIPMENT SERVICES TECHNICIAN TO BE A SHARED POSITION BETWEEN THE STREET DEPARTMENT AND THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the “Request approval of the proposed job description and approval to advertise to fill a position of automotive & equipment services technician to be a shared position between the Street Department and the Utilities Department” is enumerated, this consent item is thereby approved.

17. REQUEST APPROVAL TO ADVERTISE TO FILL VACANT POSITIONS OF APPRENTICE LINEMAN IN THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent,

whereby the “Request approval to advertise to fill vacant positions of Apprentice Lineman in the Utilities Department” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION FOR CALEA ASSESSMENT ON JUNE 21-23, 2015.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the Request authorization for CALEA Assessment on June 21-23, 2015, is enumerated, this consent item is thereby approved.

19. REQUEST AUTHORIZATION TO ALLOW CHIEF FRANK NICHOLS TO TRAVEL TO HATTIESBURG, MS, TO SPEAK AT THE SOUTHERN REGIONAL PUBLIC SAFETY INSTITUTE BASIC CADET GRADUATION ON JUNE 11, 2015.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the Request authorization to allow Chief Frank Nichols to travel to Hattiesburg, MS to speak at the Southern Regional Public Safety Institution Basic Cadet graduation on June 11, 2015 is enumerated, this consent item is thereby approved.

20. REQUEST APPROVAL TO APPLY FOR A DEPARTMENT OF JUSTICE GRANT IN THE AMOUNT OF \$380,113.20.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the Request approval to apply for a Department of Justice grant in the amount of \$380,113.20, is enumerated, this consent item is thereby approved.

21. REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST UNIT PRICE BIDDER, TO INSTALL NEW WATER AND SEWER LINES IN SCALES STREET PRIOR TO PAVING.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little and adopted by the Board to approve the June 2, 2015 Official Agenda, and to accept items for Consent, whereby the Request approval to issue a notice to proceed to Stidham Construction, the lowest unit price bidder, to install new water and sewer lines in Scales Street prior to paving, is enumerated, this consent item is thereby approved.

END OF CONSENT AGENDA ITEMS

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

The Mayor recognized the Summer Youth Worker's.

The Mayor announced that the Mayor's Youth Council Program was coming to an end this year and that it was a very successful year. The participants completed 20 service projects for a total of 1,051 service hours. They will be rounding out the Program at the Annual MML Conference at the end of the month. 15 youth and 3 chaperones will be attending.

The Mayor introduced new employees:

Street Department- Barry Bell and Bryan Mister

BOARD OF ALDERMEN COMMENTS:

Alderman Carver thanked Edward Kemp and his department for the hard work they have done on paving Stark Road and also thanked the Board of Aldermen for supporting the project.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, offered general comments.

Lynn Spruill, Ward 3, offered comments against the proposed Mayor and Aldermen raises.

Jim Gafford, Ward 5, offered comments against the proposed Mayor and Aldermen raises.

PUBLIC HEARING:

A FIRST PUBLIC HEARING ON CONSIDERATION OF AN ORDINANCE CHANGE OF THE STARKVILLE, MISSISSIPPI – CODE OF ORDINANCES, CHAPTER 2 – ADMINISTRATION, ARTICLE V. – PLANNING AND ZONING COMMISSION, SECTION 2-129. – TERMS OF OFFICE.

Based on the public hearing not being properly advertised, Alderman Little brought a motion to remove this item from the agenda. The motion was seconded by Alderman Wynn and unanimously approved by the Board.

A FIRST PUBLIC HEARING ON CONSIDERATION OF AN ORDINANCE CHANGE OF THE STARKVILLE, MISSISSIPPI – CODE OF ORDINANCES, APPENDIX A-ZONING, ARTICLE IX. – SIGNAGE, SECTION C AND D.

The City's Community Development Director, Buddy Sanders, introduced the item and entertained questions from members of the Board of Aldermen. City Planner Daniel Havelin also addressed Board members in response to their questions. The Mayor then opened the floor for citizen comments.

Alvin Turner, Ward 7, expressed concerns on how the proposed revision would affect transformers.

Chris Taylor, Ward 7, questioned whether the proposed revision would affect neon advertising signs and electronic billboards.

Mayor Wiseman called for additional comments. There being none, the Mayor closed the Public Hearing.

A PUBLIC HEARING ON CU 15-04, A CONDITIONAL USE REQUEST BY WEST BROTHERS CONSTRUCTION FOR A FUNERAL HOME TO BE LOCATED AT 389 GARRARD ROAD.

Buddy Sanders introduced the item to the Board. The Mayor then opened the floor for the public hearing.

Attorney Johnny Moore presented for the applicant. He addressed the proposed use in relation to the five-part test for a conditional use found in Starkville's zoning ordinance. He requested that conditions No. 7 and 9 that had been attached by the Planning and Zoning Commission be removed because the applicant would comply with Starkville's landscape ordinance and would handle corpses in an enclosed area.

The Mayor then opened the floor to anyone who wished to speak against the proposed conditional use.

Jeremiah Dumas, Ward 6, stated that he would like the landscaping to be preserved on the lot. No one else wished to speak against the proposed use.

The applicant, Vernon West, then addressed the Board and stated that he wished to bring the finest quality of funeral services to Starkville's citizens.

The Mayor concluded the public hearing. A discussion then ensued between Aldermen regarding condition No.'s 7 and 9 to the proposed use.

BOARD BUSINESS:

22. DISCUSSION AND CONSIDERATION OF CU 15-04, A CONDITIONAL USE OF FUNERAL HOME WITH CONDITIONS ON A B-1 NEIGHBORHOOD COMMERCIAL ZONED PARCEL FOR WEST MEMORIAL FUNERAL HOME.

Alderman Walker moved approval of CU 15-04 with the conditions provided by the Planning and Zoning commission amended as follows: (1) add to the end of condition #7 that all cedars located within 200 feet of Garrard Road can be removed and shall not count toward tree removal percentages; (2) amend condition #9 to state that a 25 foot landscape buffer shall be planted along the eastern and northeastern property lines per the buffer requirements in City code; (3) add condition #13 to require a 50 foot stream/drainage buffer along the western and northern property lines, no fence required; (4) add condition # 14 that if the proposed development utilized less than 40% of the site for development, only the area

of disturbance will be used in the calculations of non-vehicular open space (NVOS) landscape requirements.

Alderman Little seconded the motion.

Alderman Maynard added an amendment, which was accepted as friendly, to add condition #15 to state that the loading and unloading of corpses shall take place in an enclosed area.

The Board then 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 unanimous vote, the Mayor declared the motion passed.

23. DISCUSSION AND CONSIDERATION SETTING THE SALARY FOR THE MAYOR AND BOARD OF ALDERMEN EFFECTIVE JULY 1, 2017.

After discussion by Board members regarding the timing of such a motion, the amount of the proposed raises, and whether the raises should be tied to raises of City employees, Alderman Maynard moved that the Mayor's salary be raised to \$75,000, the Vice Mayor's salary be raised to \$22,000, and the Board of Aldermen's salaries be raised to \$20,000, effective when the lowest paid non-probationary full-time benefit eligible employee is making at least \$10.00 per hour. Alderman Perkins seconded the motion.

Following additional discussion between the Mayor and Board members, Alderman Maynard voluntarily withdrew his motion.

24. A REPORT FROM THE CHIEF ADMINISTRATIVE OFFICER ON THE PROGRESS OF THE CONSTRUCTION OF THE NEW CITY HALL.

CAO Taylor Adams gave an update on the construction of the new City Hall and said that the project was on budget and on schedule to conclude by the deadline of November 2015.

25. A REPORT FROM THE CHIEF ADMINISTRATIVE OFFICER ON VEHICLE FIRE AT THE LANDFILL.

CAO, Taylor Adams, briefed the Board on the incident, stated that the Fire Department was investigating, and that a written report would be available following the Fire Department's investigation.

26. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF MAY 29, 2015 FOR FISCAL YEAR ENDING 9/30/15.

There came consideration of the City of Starkville Claims Docket for all departments as of May 29, 2015 for fiscal year ending 9/30/15. Upon the motion of Alderman Little to approve of the City of Starkville Claims Docket for all departments as of May 29, 2015 for fiscal year ending 9/30/15, duly seconded by Alderman Maynard, 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.

General Fund	001	\$ 150,753.06
Airport Fund	015	\$2,940.74
Sanitation	022	\$8,494.34
Landfill	023	\$1,855.59
Parking Mill Project	311	\$616,421.32
Park and Rec Tourism	375	\$6,421.92
Water/Sewer	400	\$235,194.43
Trust & Agency	610	\$17,895.69
Economic Dev, Tourism & Conv	630	\$76,669.79
Sub Total Before SED	Sub	\$1,116,646.88
Electric Dept	SED	\$2,320,456.78
Total Claims	Total	\$3,437,103.66

27. REQUEST APPROVAL TO REPLACE THE PLAYPLEX AT MCKEE PARK. GREAT SOUTHERN RECREATION WILL ACT AS THE CONTRACTOR FOR THIS

REQUEST. THE FUNDING SHALL BE AN APPROPRIATION OF 2% PARK IMPROVEMENT REVENUE IN AN AMOUNT NOT TO EXCEED \$10,000.00. THE TOTAL COST OF THE PLAYPLEX IS \$18, 580.88. THE STARKVILLE JUNIOR AUXILIARY IS JOINING WITH THE CITY TO OFFSET THE COST WITH A \$10,000.00 DONATION.

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn, to approve the request for the playplex, 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.

28. A REPORT ON THE PROGRESS OF THE AMI DEPLOYMENT AND THE NEED TO DISCONTINUE USE OF FLOATING METERS.

Terry Kemp reported that the Starkville Electric Department is working towards replacing "floating meters" with AMI meters due to issues relating to safety, efficiency, and technological advancement.

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

Upon the motion of Alderman Perkins to go into closed session, duly seconded by Alderman Walker, to determine whether there is a need to go into 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

The Board entered into a closed session.

30. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Perkins, duly seconded by Alderman Maynard, 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, the Mayor declared the motion passed.
The Mayor invited the public back in and announced that the Board had chosen not to go into executive session.

31. A MOTION TO RECESS UNTIL JUNE 16, 2015 @ 5:30 P.M. IN THE COURT ROOM AT CITY HALL LOCATED AT 101 E. LAMPKIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until June 16, 2015 @ 5:30 at 101 E. Lampkin Street in the Court Room at City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
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 _____ 2015.

PARKER WISEMAN, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEALED)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.d
AGENDA DATE: 06/16/2015
PAGE: 1 of**

SUBJECT: SE 15-01: Special Exception request by Freddie Milons, Jr. to allow the creation of a residential on a private drive, Treasure Lane.

PP 15-09: Preliminary Plat request by Freddie Milons, Jr. to allow the creation of a residential lot of 1.21 acres.

FP 15-09: Final Plat request by Freddie Milons, Jr. to allow the creation of a residential lot of 1.21 acres.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Community Development

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

FOR MORE INFORMATION CONTACT: Buddy Sanders (662) 323-2525

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

On June 9, 2015 the Planning and Zoning Commission recommends approval with conditions:

1. If connection to City sanitary sewer cannot be made, approval and inspection of septic system from the Mississippi State Department of Health is required before a Certificate of Occupancy is issued for any residential structure.

POSSIBLE MOTION: "MOVE APPROVAL OF THE ONE LOT FREDDIE MILONS, JR. SUBDIVISION WITH CONDITION"

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin City Planner (662-323-2525 ext. 136)
CC: SE 15-01, PP 15-08 & FP 15-08 Freddie Milons Jr. 557 Treasure Lane Parcel #116-23-007.24
DATE: June 9, 2015

BACKGROUND INFORMATION:

Freddie Milons Jr. purchased +/- 1.21 acres from a relative. Unknown to both the Grantor and Grantee, was that the subdivided lot of under 5 acres requires the review of the Planning and Zoning Commission and approval by the Board of Aldermen. Please see attachments 1-5.

Freddie Milons Jr. is seeking to bring the 1.21 acre lot he purchased into compliance by asking for Special Exception, Preliminary and Final Plat Approval so he can begin the process of adding a residence to the lot. To bring the property into compliance, a Special Exception will be needed due to the fact the parent lot and the newly created lot are not located on a public right of way. Both lots are located on a private drive, Treasure Lane.

The lot is located at 557 Treasure Lane and is currently zone R-1 Single Family. The newly created lot meets the minimum size requirements for R-1 zoning. Appendix A, Article VII, Section C. R-1 of the Starkville Zoning Ordinance:

Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. *See chart for permitted uses.*
2. *See chart for uses which may be permitted as a special exception.*
3. *Required lot area and width, yards, building areas and height for residences:*
 - (a) *Minimum lot area: 10,000 square feet.*
 - (b) *Minimum lot width at the building line: 75 feet.*
 - (c) *Minimum depth of front yard: 30 feet.*
 - (d) *Minimum depth of rear yard: 35 feet.*
 - (e) *Minimum width of each side yard: Ten feet.*
 - (f) *Maximum height of structure: 45 feet.*
4. *Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

PLAT PROPOSAL

General Information

The Applicant is requesting a Special Exception, Preliminary Plat and Final Plat approval of a 1.21 acre lot subdivision.

Please see Attachment 5.

Easements and Dedications

The City is not requiring any Easements at this time. However, Easements from Four County Electric and Rock Hill Water Association will/may be required.

Both Four County Electrical and Rock Hill Water services are available in the area.

The City of Starkville does provide sewer service to this area.

Findings and Comments

Electricity would need to come from Four County Electric.

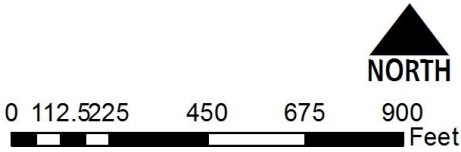
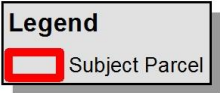
Water would need to come from Rock Hill Water Association.

CONCLUSIONS

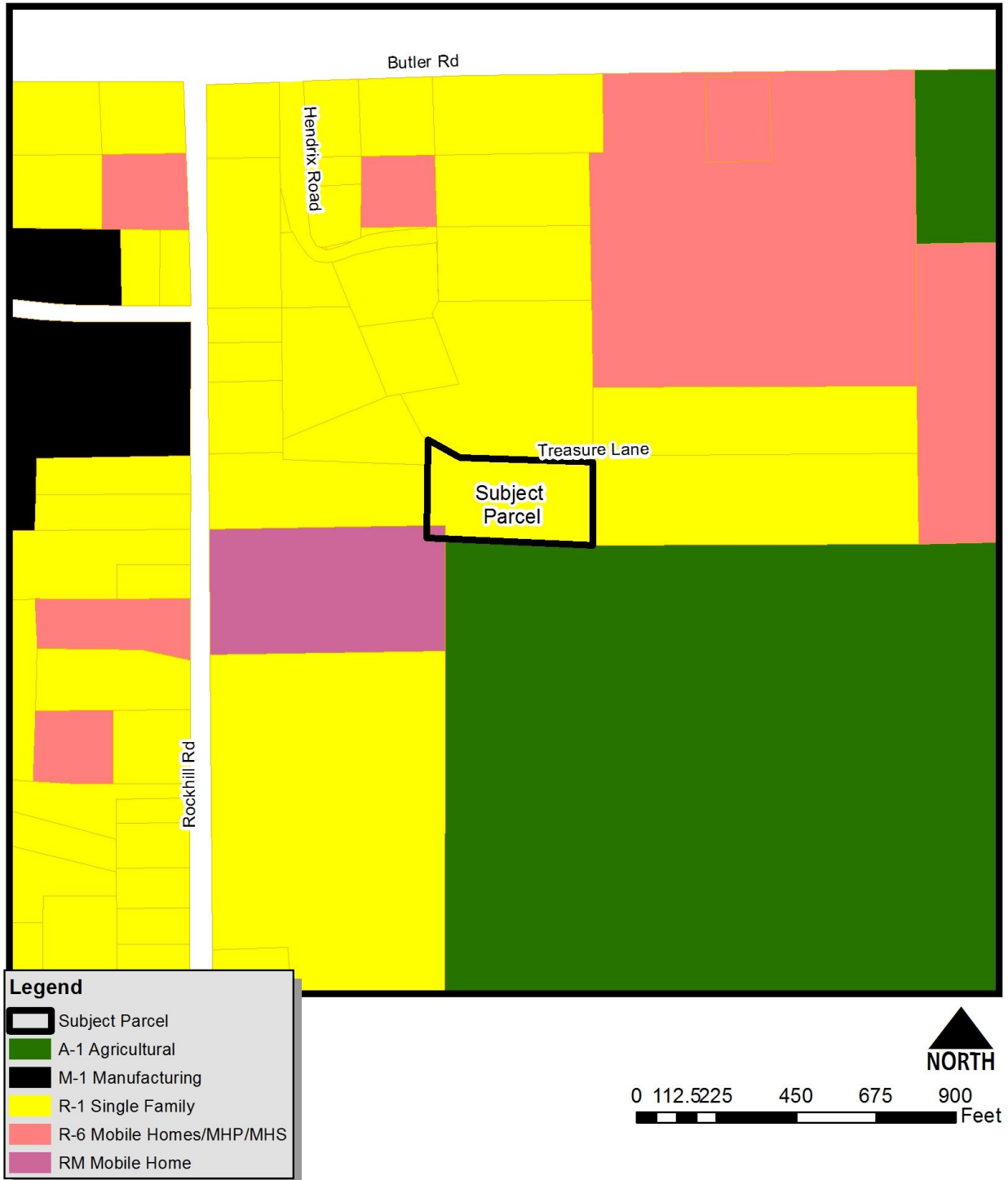
If the Planning and Zoning Commission decides to approve the Applicant's request for a 1 lot subdivision, Staff recommends the following condition:

1. If connection to City sanitary sewer cannot be made, approval and inspection of septic system from the Mississippi State Department of Health is required before a Certificate of Occupancy is issued for any residential structure.

Attachment 1
SE 15-01, PP 15-08 and FP 15-08 Aerial



Attachment 2
SE 15-01, PP 15-08 and FP 15-08 Zoning



Attachment 3



View looking south at subject property

Attachment 4



View looking north at subject property



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.e
AGENDA DATE: 07/07/2015
PAGE: 1 of**

SUBJECT: RZ 15-02: Rezoning request by Jeremy Tabor to rezone 2+/- acres of a 4+/- acres near Lynn Lane and South Montgomery Street (102I-00-003.00) R-1 Single Family to R-3 Multi Family. The applicant has indicated he plans to construct owner occupied cluster homes.

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: At the June 9, 2015 Planning and Zoning Commission meeting the Commission voted to recommend approval with conditions:

1. Rezoning contingent upon subdividing proposed rezoned area from the rest of the parcel within 90 days of the approval for rezoning.
2. Each unit shall be single family owner occupied
3. No more than 12 dwelling units
4. Buffer between Low Impact and Medium Impact use per Section 8 of the Landscape Ordinance required adjacent to R-1 zoned parcels
5. Require adherence to HOA Covenants

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION: A legal ad was published, letters mailed, and a sign was posted at least fifteen days prior to the subject Board of Aldermen meeting.

SUGGESTED MOTION: “MOVE APPROVAL OF THE JEREMY TABOR REZOING FROM R-1 TO R-3 WITH CONDITIONS.”

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 136)
CC: Jeremy Tabor, Applicant
SUBJECT: RZ 15-02 Request for rezoning of part of one parcel located at 712 South Montgomery from R-1 to R-3 Parcel #102I-00-003.00
DATE: MAY 12, 2015

The purpose of this report is to provide information regarding the request of Jeremy Tabor to rezone a portion of a parcel from R-1 to R-3. The applicant is seeking to rezone +/-2 acres on the west half of a +/-4 acre parcel that is currently vacant. The parcel is located on the northwest corner of Lynn Lane and South Montgomery with parcel # 102I-00-003.00. Please see attachments 1-8.

BACKGROUND INFORMATION

The earliest zoning map (1960's-1970's Map) that staff has available illustrates the subject property as being zoned R-1. The 1982, 2000, and 2013 zoning maps shows the property as R-1 Single Family.

The applicants is in the process of purchasing the western half of the parcel from the current owners CHT, LLC. The applicant is wanting to develop his part of the parcel as condominium or garden homes. The current owner would like to keep the eastern portion of the parcel R-1 for their future needs.

Zoning Change Subject Properties

Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
1021-00-003.00	R-1	R-1	R-1	R-1

Zoning Change Adjacent Properties

Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-1	R-1	R-1	R-1
East	R-1	R-1	R-1	R-1
South	R-1	R-1	R-1	R-3
West	C-2	C-2	C-2	C-2

Zoning and land uses adjacent to the subject property		
Direction	Zoning	Current Use
North	R-1	Single Family Residence
East	R-1	Single Family Residence
South	R-3	Single Family Residence
West	C-2	Vacant

NOTIFICATION

15 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received three letters of support for this request and one phone call for more information about this request.

REZONING REQUEST

The subject rezoning requests are from R-1 Single Family and Multi-Family. Differences between zones are:

Current Zoning District

Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a. Minimum lot area: 10,000 square feet.
 - b. Minimum lot width at the building line: 75 feet.
 - c. Minimum depth of front yard: 30 feet.
 - d. Minimum depth of rear yard: 35 feet.
 - e. Minimum width of each side yard: Ten feet.
 - f. Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

Proposed Zoning District

Sec. E. - R-3 residential zoning regulations.

These [R-3 residential] districts are intended to be composed mainly of multifamily residential properties, with single-family and duplex properties permitted. Under special conditions, mobile home subdivisions and mobile home parks are also permitted. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring certain minimum yard and area standards. [The following regulations apply to R-3 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a. Minimum lot area, one-family dwelling: 5,000 square feet.
 - b. Minimum lot area, duplex dwelling: 7,000 square feet.
 - c. Minimum lot area, triplex dwelling: 9,000 square feet.
 - d. Minimum lot area, fourplex dwelling: 11,000 square feet.
 - e. Minimum lot width at the building line:
One-family dwelling: 50 feet.
Duplex, triplex or fourplex: 70 feet.
 - f. Minimum depth of front yard: 25 feet.
 - g. Minimum depth of rear yard: 20 feet.
 - h. Minimum width of each side yard: Five feet.
 - i. Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

STATE REZONING CRITERIA

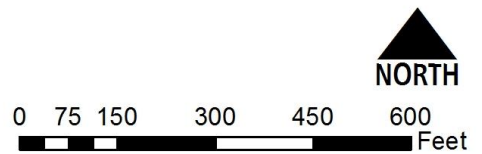
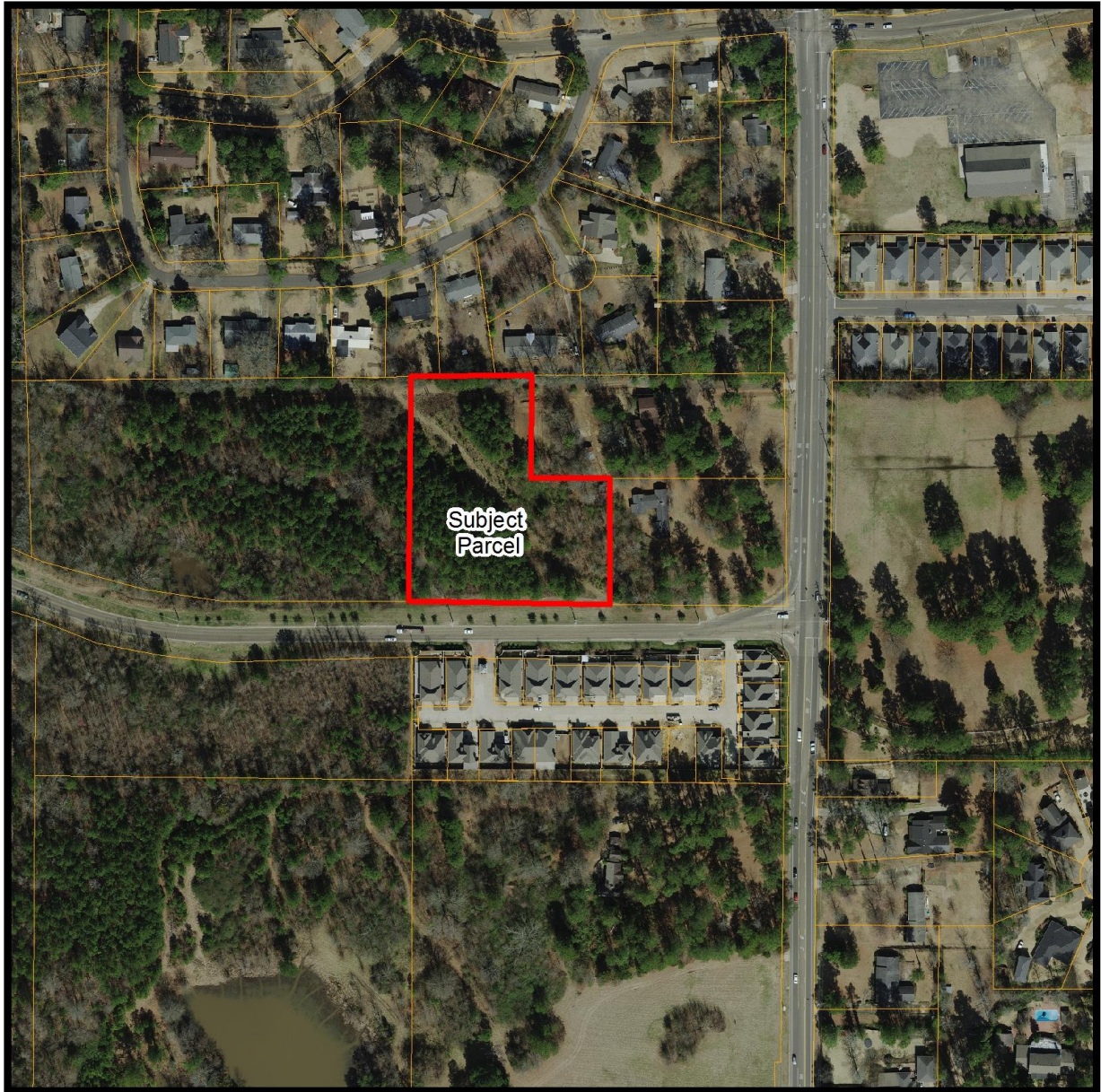
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.
 - There have been 3 rezonings within one mile of the parcel since 2005.
 1. Bent Brook Ridge Subdivision
 2. Maison de Ville Subdivision
 3. Starkville Station

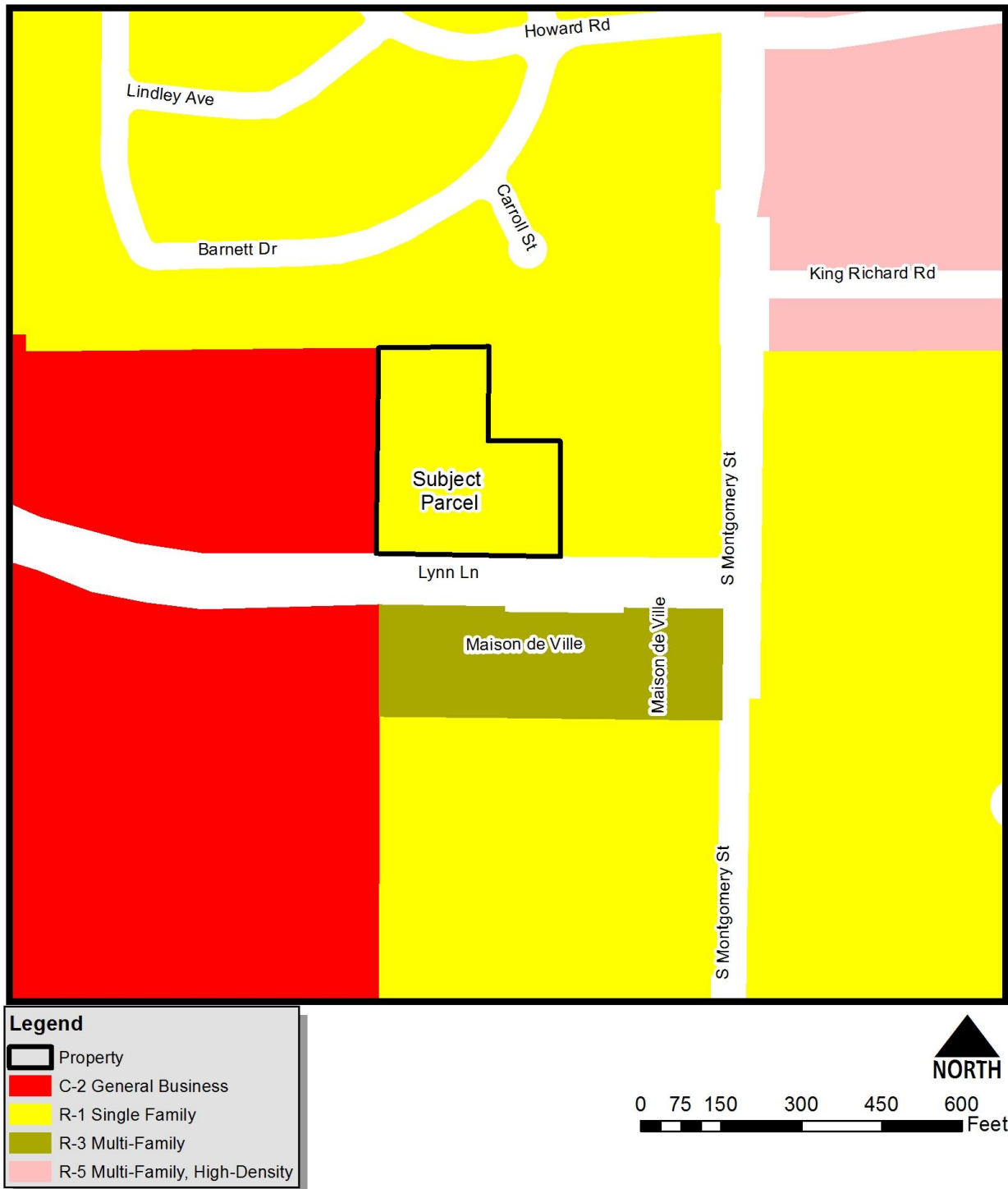
Conditions added by Planning and Zoning Commission on June 6, 2015

1. Rezoning contingent upon subdividing proposed rezoned area from the rest of the parcel within 90 days of the approval for rezoning.
2. Each unit shall be single family owner occupied
3. No more than 12 dwelling units
4. Buffer between Low Impact and Medium Impact use per Section 8 of the Landscape Ordinance required adjacent to R-1 zoned parcels
5. Require adherence to HOA Covenants

Attachment 1
RZ 15-02 Aerial



Attachment 2
RZ 15-02 Zoning



Attachment 3



View looking north across Lynn Lane at Subject Property

Attachment 4



View looking south across Lynn Lane at adjacent property

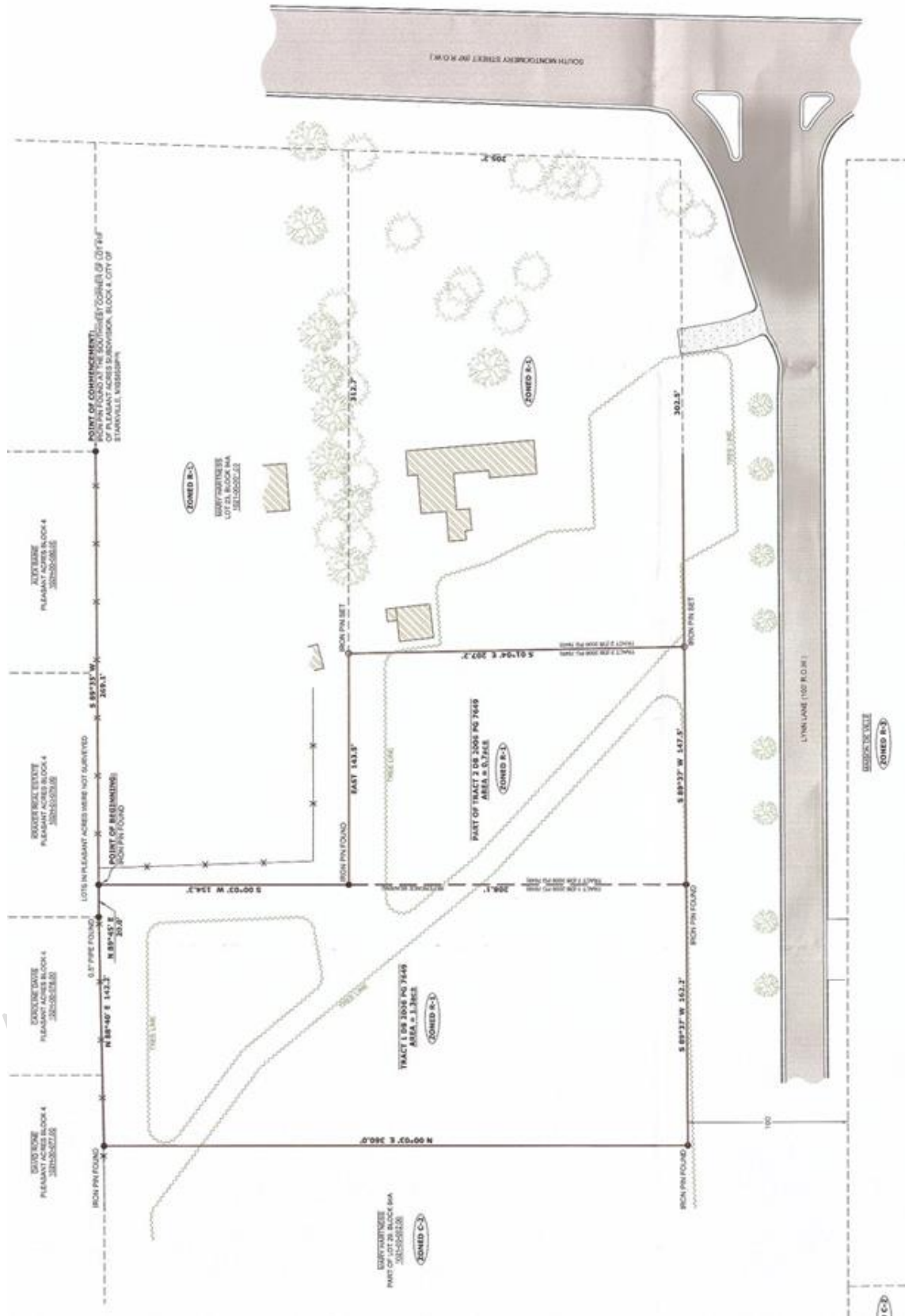
r&z

Attachment 5



Birdeye view looking south at Subject Property

Attachment 6



Attachment 7
Applicant Letter

As Revised by P&Z



CONSTRUCTION & DEVELOPMENT

April 13, 2015

Planning & Zoning Commission
City of Starkville, Mississippi
101 E. Lampkin Street
Starkville, MS 39759

Dear Commissioners:

Enclosed, please find a completed public hearing application package for your consideration to rezone approximately 2 acres located on the Western Boundary of parcel 1021-00-003.00, located at the corner of Lynn Lane and South Montgomery to R3. We are submitting this application for review for the May 12, 2015 Planning & Zoning and subsequent Board of Aldermen Meetings.

While considering this parcel, it is important to recognize that we are only requesting rezoning for a portion of this property. The current Owner of the property, CHT, LLC, intends to maintain ownership of the corner acreage for development as a single family residence. Over the last eight years, we have been successful in developing over 150 residential condominiums within 2 miles of this location, 106 of which are located within 1/3 of a mile of the proposed rezoning site. We are currently developing 7 Garden Homes (The Delphine) on the Southwest Corner of South Montgomery and Yellow Jacket Drive, a location that is currently zoned R3 and is adjacent to Pleasant Acres, just as this subject parcel is.

We are submitting this application in the hopes of obtaining rezoning approval to provide the best development plan and sell the units individually as condominiums (in duplex, triplex and/or 4-plex buildings – similar to the likes of Annabella and Belle Grove) or garden homes (similar to The Delphine) . Rezoning to R3 is required to make this proposed development possible.

Regarding the subject property, a 2.0 (+/-) acre site, please note the following:

- The property directly to the South is currently zoned R3 and has been developed as a higher density garden home development.
- The Property directly to the West is currently zoned C2 – a zoning designation that can (and likely will) dramatically change the demographics of this location.
- As stated above, within 1/3 mile of this location, we have developed over 100 condominium units in the last eight years. Within a 1/3 mile radius, there currently exists substantial student housing (Academy Village – 186 units), and substantial garden homes (Academy Place – 84 homes; Maison de Ville – 24 homes).

PLANNING • DESIGN • CONSTRUCTION • MANAGEMENT

200 S. MONTGOMERY, SUITE 201 • STARKVILLE, MS 39759 • 662.324.0506 (T) • 662.323.8087 (F)

WWW.TABORDEVELOPMENT.COM

- Rezoning of this property to allow increased development opportunity will substantially increase the tax base of the City of Starkville. Currently, the assessed value of the subject property and improvements is \$87,400. If rezoned, the newly developed assessed value could easily exceed \$2.5 Million.
- The increased population and increased demand for quality housing in locations North of Academy Road (avoiding the bottleneck of traffic that exists at peak times along this corridor South of Academy Road), support the rezoning of this subject property.
- The Starkville Comprehensive Plan supports infill development to achieve greater utilization of existing municipal service, reduce the need for cost of extension of services and provide housing options. This proposed development is consistent with the Comprehensive Plan and will provide unique housing options for Starkville in this infill location.
- There are adequate public facilities – water, sewer and electrical lines are all available.
- There has been a significant change in development off South Montgomery between Highway 12 and Academy Road with the addition of developments like: Pitot House, Belle Grove, Annabella, The Delphine, Maison De Ville and the recent rezoning of Garden Properties, LLC 4.97 Acre Tract off Yellow Jacket Drive.
- There are no known environmental issues.
- Our intent is to develop an attractive neighborhood encouraging the use of front porches, while providing lush greenscape to enhance the design. The newly adopted NACTO Urban Street Design Guide will enrich the overall development.

Our intent is to develop this property into something Starkville can be proud of. With your help, we want to do everything we can to broaden the base of available housing and continue to attract quality residents and weekenders who are proud to call Starkville home. We have no intentions of developing this property into a multifamily development suitable for student housing. While we cannot prevent student living, we can adopt specific rules, regulations and association covenants to maintain the integrity of the development and the quality of life for the residents and surrounding neighbors, much like we have done at all of our prior developments.

Enclosed, you will find a completed application, application fee, legal description, notarized owner authorization, list of surrounding property owners within 160 feet of the subject property (obtained from local tax records), letters of support from adjacent property owners, and a potential site plan to outline what could possibly be done with this parcel if rezoned. Should you have questions regarding this application, or if this matter will be considered in any way other than as required protocol warranting your full support, I ask that you contact me at your earliest convenience at 662.295.3817. I appreciate your time and consideration, and look forward to appearing before you in May.

Sincerely,



Jeremy S. Tabor

PLANNING • DESIGN • CONSTRUCTION • MANAGEMENT

200 S. MONTGOMERY, SUITE 201 • STARKVILLE, MS 39759 • 662.324.0506 (T) • 662.323.8087 (F)

WWW.TABORDEVELOPMENT.COM

Attachment 8
Letters of Support

As Revised by P&Z

April 10, 2015

Planning Division
City of Starkville
101 E. Lampkin Street
Starkville, MS 39759

Dear Planning & Zoning Committee:

It has been brought to my attention that Jeremy Tabor of Tabor Construction and Development is proposing to rezone property along Lynn Lane from R1 to R3. As a 5 five year resident of Pleasant Acres, the property he would like to rezone has an adjoining property line with a few of my neighbors, and I would like to voice my support of this potential growth. I do not feel the rezoning would negatively affect our neighborhood or property values. In fact, the quality of Mr. Tabor's product I feel would increase the value of property in our neighborhood.

In speaking more in depth with Mr. Tabor, I am pleased that he is proposing to add 8-12 additional homes similar to those he has already constructed just north of the property along South Montgomery Street. The potential residences would target a desirable demographic in line with the established area.

Thank you for all that you do to ensure Starkville's smooth and positive growth, and I strongly believe that any residence that is constructed by Tabor Construction on the proposed rezoning property would bring nothing but better growth to the Starkville Community.

Sincerely,



Katharine Hewlett
807 Imes Street
Starkville, MS 39759

April 9, 2015

Planning & Zoning Commission
City of Starkville, Mississippi
101 E. Lampkin Street
Starkville, MS 39759

RE: Rezoning Application for Parcel 1021-00-003.00

To Whom It May Concern:

As a neighboring property owner to the parcel listed above, I would like to express my full support for the proposed rezoning to R3 by Jeremy Tabor. Tabor Construction & Development has successfully developed several properties in Starkville that have greatly impacted our local economy. I believe this property will be no exception, and will have the same positive effect.

Sincerely,

Signed: Billy + Linda Howard
Printed Name: Billy + Linda Howard
Address: 108 Mason de Ville
Starkville
Phone: 601 342 9920

1 Plantation Dr
Laurel, MS 39440

**KRAKER REAL ESTATE, LLC
501 S. MONTGOMERY ST #19
STARKVILLE, MS 39759**

April 7, 2015

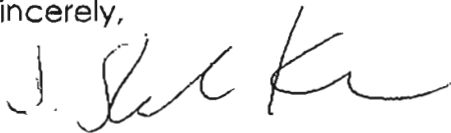
Planning & Zoning Commission
City of Starkville, Mississippi
101 E. Lampkin Street
Starkville, MS 39759

RE: Rezoning Application for Parcel 102I-00-003.00

To Whom It May Concern:

As the Owner of Parcel Numbers 102H-00-079.00 and 102H-00-079.01, which adjoin Subject Parcel Number 102I-00-003.00 to the North, please accept this letter as formal notification of my complete support of the proposed rezoning of the subject property to R3. I believe that this rezoning is a key component of the continued responsible growth of Starkville and will be very beneficial for the City. Not only will Jeremy Tabor's proposed development attract weekenders, young professionals and empty nesters that are vital to our community, but it will also substantially increase the tax base of this parcel of land.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Slade Kraker". The signature is fluid and cursive, with the first name "J." being small and the last name "Kraker" being larger and more prominent.

J. Slade Kraker
Managing Member



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XL.B.2.f
AGENDA DATE: 07/07/2015
PAGE: 1 of**

SUBJECT: RZ 15-03: Rezoning request by Michael and Gayle Kracker to rezone 2.1+/- acres of split zone property from R-1 Single Family/C-1 Neighborhood Commercial to B-1 Buffer District at the northwest intersection of Old West Point and Garrard Roads.

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: At the June 9, 2015 Planning and Zoning Commission meeting the Commission voted to recommend approval with conditions:

1. If the property were to be rezoned B-1 Buffer District and used as commercial or higher density residential than the existing surrounding R-1 Single Family residential, a Buffer Yard between the property and residential property would be required per Landscape Ordinance Section 8.
2. If the property were to be developed as commercial, only one curb cut will be allowed on Garrard Road at a maximum of 26' in width. The Garrard Road curb cut can be no closer than 200' from intersection and 150' from western boundary of proposed rezoning. No curb cuts on Old West Point Road. Access must be by means of existing private road, Boyd Drive.
3. If the property were to be developed as residential of any density, no driveway curb cuts allowed onto Garrard Road and no driveway curb cuts along Old West Point Road other than by access to existing private road, Boyd Drive.
4. No Mobile Homes shall be placed on the site.
5. No Multi-Family development shall be placed on the site.
6. Rezoning of property contingent upon a lot subdivision within 6 months of rezoning approval.

ADDITIONAL INFORMATION: A legal ad was published, letters mailed, and a sign was posted at least fifteen days prior to the subject Board of Aldermen meeting.

SUGGESTED MOTION: "MOVE APPROVAL OF THE MICHAEL AND GAYLE KRACKER REZOING OF 2.1+/- ACRES FROM R-1/C-1 TO B-1."

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 136)
CC: Michael and Gayle Kracker, Applicant
SUBJECT: RZ 15-03 Kracker Property Old West Point Road, Rezoning, Northwest corner of Old West Point Road and Garrard Road Zoned R-1/C-1, Ward 5, Rezone parcel from R-1 and C-1 to B-1, Applicant/ Owner: Michael and Gayle Kracker
DATE: JUNE 9, 2015

The purpose of this report is to provide information regarding the request of Michael and Gayle Kracker to rezone their property from C-1/ R-1 to B-1. The applicant is seeking to Rezone a +/- 2.1 acres of and +/- 18 acre parcel that is currently vacant. The rest of the parcel would remain R-1. The parcel is located on the west side Old West Point Road at the northwest corner of Old West Point Road and Garrard Road. Please see attachments 1-7.

BACKGROUND INFORMATION

The earliest zoning map (1960's-1970's Map) that staff has available illustrates the subject property as being zoned R-2. The 1982, 2000, and 2013 zoning maps shows the property as C-1 Neighborhood Commercial and R-1 Single Family.

The applicants purchased property and have plans to develop in the near future. The type of development the applicant is intending to do is unknown to the City staff at this time. The current split zoning of the parcel at this time would present a challenge to any development at this time.

Zoning Change Subject Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
117C-00-036.01	R-2	C-1/R-1	C-1/R-1	C-1/R-1
Zoning Change Adjacent Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-2	C-1/R-1	R-1	C-1/R-1/B-1
East	C-2	C-1	C-1	C-1
South	R-2	RE	RE	RE
West	R-2	R-1	R-1	PUD

Zoning and land uses adjacent to the subject property		
Direction	Zoning	Current Use
North	R-1/B-1	Single Family Residence/Vacant
East	C-1	Commercial
South	RE	Single Family Residence
West	PUD	Single Family Residence

NOTIFICATION

30 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News May 21st 2015 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call against this request.

REZONING REQUEST

The subject rezoning requests are from R-1 Single Family and C-1 Neighborhood Commercial to B-1 Buffer District. Differences between zones are:

Current Zoning District

Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a. Minimum lot area: 10,000 square feet.
 - b. Minimum lot width at the building line: 75 feet.
 - c. Minimum depth of front yard: 30 feet.
 - d. Minimum depth of rear yard: 35 feet.
 - e. Minimum width of each side yard: Ten feet.
 - f. Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

Sec. K. - C-1 business (local shopping) zoning district regulations.

These [C-1 business (local shopping)] districts are intended to be composed mainly of neighborhood (local) shopping and services facilities that supply the daily household needs of surrounding residential neighborhoods. Often located on one or more arterial streets, these districts are small and are located within convenient walking distance of most of the areas they will serve. To protect surrounding areas

certain yard and area standards are required. [The following regulations apply to C-1 districts:]

1. See chart for uses permitted.
2. See chart for uses which may be permitted as an exception.
3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
4. Minimum yard size: Front, 35 feet; rear, 20 feet; side, ten feet, except on a lot adjoining along its side lot line a lot which is in a residential district, there shall be a side yard not less than that required by the residential district.
5. Maximum height of building or structures: 35 feet.
6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.
7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.
8. All building facades that are visible from public right of way or adjacent property zoned residential shall meet these requirements.
 - a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural Metal Panels maybe used as long as the panels make up less than 40% of an individual façade.
 - b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.
 - c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.
9. All parking lots adjacent to public right of way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than twelve months upon the approval of the Community Development Director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

Proposed Zoning District

Sec. J. - B-1 buffer district regulations.

These [B-1 buffer] districts are intended to be composed mainly of compatible mixed commercial and residential uses. Although usually located between residential and commercial areas, these districts may in some instances be freestanding in residential areas. Limited commercial uses are permitted that can in this district be compatible with nearby residential uses. The character of the district is protected by

requiring that certain yard and area requirements be met. [The following regulations apply to B-1 districts:]

1. See chart for uses permitted.
2. See chart for uses that may be permitted as an exception.
3. Minimum lot size: Residence uses shall meet the minimum standards that are least restrictive for the type residential use proposed in the residential districts listing. There is no minimum lot size for commercial uses except that other yard and parking requirements of the ordinance be met.
4. Required lot area and width, yards, building areas and heights for buffer districts:
 - a) Minimum depth of front yard: 25 feet.
 - b) Minimum width of side yard: Five feet.
 - c) Minimum depth of rear yard: 20 feet.
 - d) Maximum height of structure: 45 feet.
5. Off-street parking requirements: Off-street parking is as required in article VIII of this ordinance.
6. All building facades that are visible from public right of way or adjacent property zoned residential shall meet these requirements.
 - a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural Metal Panels maybe used as long as the panels make up less than 40% of an individual façade.
 - b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.
 - c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.
7. All parking lots adjacent to public right of way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than twelve months upon the approval of the Community Development Director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

STATE REZONING CRITERIA

Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or

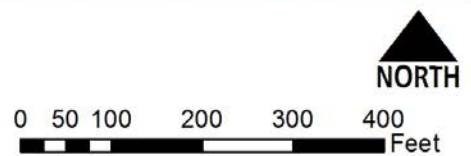
manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

- There have been 8 rezonings within one mile of the parcel since 2005.
- The Garrard Road extension to Old West Point Road has created increased traffic counts to the area.

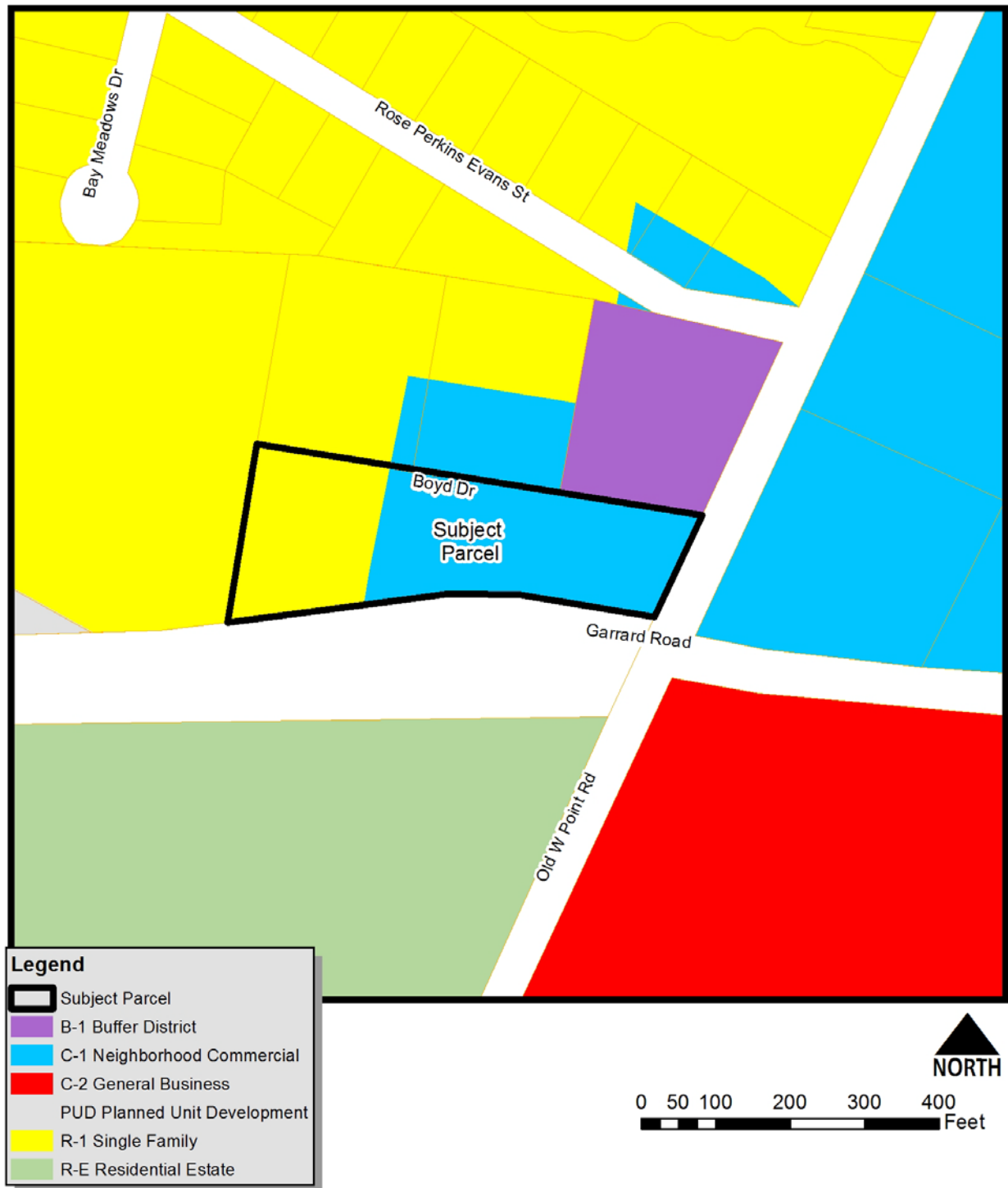
REQUESTED CONDITIONS

1. If the property were to be rezoned B-1 Buffer District and used as commercial or higher density residential than the existing surrounding R-1 Single Family residential, a Buffer Yard between the property and residential property would be required per Landscape Ordinance Section 8.
2. If the property were to be developed as commercial, only one curb cut will be allowed on Garrard Road at a maximum of 26' in width. The Garrard Road curb cut can be no closer than 200' from intersection and 150' from western boundary of proposed rezoning. No curb cuts on Old West Point Road. Access must be by means of existing private road, Boyd Drive.
3. If the property were to be developed as residential of any density, no driveway curb cuts allowed onto Garrard Road and no driveway curb cuts along Old West Point Road other than by access to existing private road, Boyd Drive.
4. No Mobile Homes shall be placed on the site.
5. No Multi-Family development shall be placed on the site.
6. Rezoning of property contingent upon a lot subdivision within 6 months of rezoning approval.

Attachment 1
RZ 15-03 Aerial



Attachment 2
RZ 15-03 Zoning



Attachment 3



View looking west down Boyd Drive

Attachment 4



View looking northwest at subject property

Attachment 5



View looking east down Garrard Road

Attachment 6
Applicant Report

As Revised by P&Z

MOORE LAW OFFICE

JOHN STUART MOORE
ATTORNEY AT LAW

108 S. LAFAYETTE
POST OFFICE BOX 924
STARKVILLE, MS 39760-0924

(662) 323-3784
(662) 323-7740
FAX (662) 324-2262

June 2, 2015

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

RE: Michael and Gayle Kraker Rezoning - 2.1 acres in the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.

Dear Mr. Sanders:

Background:

Michael and Gayle Kraker purchased the subject property as part of a larger parcel of land on December 11, 2011. The subject property was at the time of purchase, and currently still is, vacant and undeveloped.

Area:

The subject property is a vacant lot consisting of 2.1 acres on the corner of Old West Point Road and East Garrard Road in Starkville. The lot is currently split-zoned as C-1 Business and R-1 Residential Zoning. Property to the North is zoned B-1, C-1, and R-1, with the B-1 property being a vacant lot, and the remainder being residential in use. Property to the South is zoned R-E, and is residential in use. Property to the East is C-1, and is commercial in use. Property to the West is zoned R-1, and is residential in use.

Rezoning Request:

Michael and Gayle Kraker are requesting to rezone the subject property, which is currently subject to split zoning, so that the entire parcel will be classified as one zoning type. Currently the property is zoned both C-1 Business and R-1 Residential Zoning. Michael and Gayle Kraker are requesting that the subject property be rezoned to a B-1 Buffer Zone to allow for them to develop the subject property as a uniform parcel to meet the changing needs of the surrounding neighborhood.

Under the City of Starkville's Permitted and Conditional Use Chart, a B-1 zoning district would allow Michael and Gayle Kraker the ability to explore residential options as well as restricted commercial options for developing the subject property. According to the City of Starkville's Code of Ordinances, the purpose of a B-1 zoning district is to provide a suitable transition between surrounding commercial and residential uses.

The differences between C-1, R-1 and B-1 zones, according to the City of Starkville's Code of Ordinances, Appendix A, Article VII, Sections K, C and J are:

C-1: Sec. K. - C-1 business (local shopping) zoning district regulations.

These [C-1 business (local shopping)] districts are intended to be composed mainly of neighborhood (local) shopping and services facilities that supply the daily household needs of surrounding residential neighborhoods. Often located on one or more arterial streets, these districts are small and are located within convenient walking distance of most of the areas they will serve. To protect surrounding areas certain yard and area standards are required. [The following regulations apply to C-1 districts:]

1. See chart for uses permitted.
2. See chart for uses which may be permitted as an exception.
3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
4. Minimum yard size: Front, 35 feet; rear, 20 feet; side, ten feet, except on a lot adjoining along its side lot line a lot which is in a residential district, there shall be a side yard not less than that required by the residential district.
5. Maximum height of building or structures: 35 feet.
6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.
7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.

R-1: Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - (a) Minimum lot area: 10,000 square feet.
 - (b) Minimum lot width at the building line: 75 feet.
 - (c) Minimum depth of front yard: 30 feet.
 - (d) Minimum depth of rear yard: 35 feet.
 - (e) Minimum width of each side yard: Ten feet.
 - (f) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

B-1: Sec. J. - B-1 buffer district regulations.

These [B-1 buffer] districts are intended to be composed mainly of compatible mixed commercial and residential uses. Although usually located between residential and commercial areas, these districts may in some instances be freestanding in residential areas. Limited commercial uses are permitted that can in this district be compatible with nearby residential uses. The character of the district is protected by requiring that certain yard and area requirements be met. [The following regulations apply to B-1 districts:]

1. See chart for uses permitted.
2. See chart for uses that may be permitted as an exception.
3. Minimum lot size: Residence uses shall meet the minimum standards that are least restrictive for the type residential use proposed in the residential districts listing. There is no minimum lot size for commercial uses except that other yard and parking requirements of the ordinance be met.
4. Required lot area and width, yards, building areas and heights for buffer districts:

- (a) Minimum depth of front yard: 25 feet.
 - (b) Minimum width of side yard: Five feet.
 - (c) Minimum depth of rear yard: 20 feet.
 - (d) Maximum height of structure: 45 feet.
5. Off-street parking requirements: Off-street parking is as required in article VIII of this ordinance.

Rezoning Criteria:

The official zoning map of Starkville may be amended either when there is manifest error in the ordinance and/or if there has been a change in the conditions of an existing area according to Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A of the City of Starkville's Code of Ordinances. As definite proof that there has been an error in either the ordinance or zoning map cannot be provided at this time, Michael and Gayle Kraker are requesting for the subject property to be rezoned based on changed or changing conditions in the existing area, or in the planning area generally, and the increasing need for a transitional area to serve as a buffer between the surrounding commercial and residential properties that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth, as well as the specific evidence as outlined below.

Zoning Changes:

Recent zoning changes in the surrounding area include:

- February 2005: David Cork, Margaret Cork Smith, and Beth Cork obtained a rezoning of their property located in the Southeast Corner of the intersection of Pat Station Road and Highway 12 Extended from R-1 to C-2. (This property is located at the same intersection as the subject property.)
- February 2007: Federal Land Bank received approval for a zoning change from R-1 to C-2 for the property located on Highway 12 Extended.
- February 2008: Dr. Walt Starr was granted a conditional use to allow an residential use in a C-2 zoning district located at 974 Highway 12 Extended.
- October 2011: The property now known as The Cottages at Creekside on East Garrard Road was rezoned from R-1 to PUD.
- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the Campus Haven Apartments project or RZ 13-06, was rezoned from R-1 to B-1.
- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the 300 Traditions project or RZ 13-07, was rezoned from

R-1 to B-1.
October 2013: Thad Cochran Research Park Property rezoned from R-1 to B-1 to allow for construction of C-Spire data center.
December 2014: Jenny Garrard Sherman and Glenda Garrard Massey's property located on Highway 389 in front of Plantation Homes Subdivision was rezoned from R-E to C-2.
May 2015: Providence Hill, LLC's property, located North of the Subject Property, was rezoned from a split zone of R-1 and C-1 to B-1.

Changed Conditions:

Most significantly, on May 5, 2015, the Board of Alderman unanimously approved to rezone the parcel of land immediately North and adjacent to the subject property owned by Providence Hill, LLC based on a change in the neighborhood and that there was a public need for the rezoning. The Planning and Zoning Commission had previously voted unanimously to approve the proposed rezoning, and City Staff also recommended that the Providence Hill, LLC property be rezoned. The evidence and set of facts considered by the Board of Alderman and the Planning and Zoning Commission in the Providence Hill, LLC rezoning are nearly identical to the facts and evidence that support Michael and Gayle Kraker's request to rezone the subject property and are detailed herein.

Furthermore, the area surrounding the subject property has seen a drastic change since construction of the Highway 12 East Extended highway. As evidenced by the above mentioned zoning changes, the City has seen the need to create buffer zones between the abutting commercial and residential uses along Highway 12 East Extended. Recent construction and zoning changes demonstrate that the Highway 12 East Extended corridor and surrounding areas are being developed as a mixed use of residential and commercial properties.

Additionally, now that East Garrard Road has been resurfaced, there has been a greater interest in developing the North side of town. In a Staff Report dated August 3, 2011, which considered the rezoning of the property now known as "The Cottages at Creekside", City Planner Ben Griffith stated that, "The construction of East Garrard Road, which provides a major east-west roadway connector on the north side of town, is a significant and long-anticipated change in area conditions." The Cottages at Creekside is now a thriving pocket neighborhood consisting of seven completed homes, with nearly all of the completed homes sold and occupied, and with eight more homes currently under construction, three of which are under contract, due to a high demand.

As construction along Highway 12 East Extended, Old West Point Road and East Garrard Road continues, there will be an increased need for the types of development a B-1 zoning classification would allow to be constructed on the subject property if it is rezoned.

Land Use Compatibility:

The proposed rezoning from a split zone of R-1 and C-1 to a consistent B-1 zone would allow an increased number of land uses which would be compatible as buffering with the existing R-1 and C-1 zoning and other existing land uses in the vicinity.

Although a B-1 Buffer Zone would allow for the construction of multi-family, 3 and 4 family, and 2 family housing or mobile home development, Michael and Gayle Kraker are willing to self-impose a condition that these uses be prohibited on the subject property. Michael and Gayle Kraker are hoping to develop the subject property in a manner that will provide a natural transition between the commercial and residential properties surrounding it.

Effect on Neighborhood:

A B-1 Buffer Zone is essentially equivalent to a C-1 Commercial zone, but would also allow for single-family residential construction. Michael and Gayle Kraker are seeking a B-1 Buffer Zone instead of a C-1 Commercial zone for just this reason. Their intent is to find and develop a use that is compatible with both the residential and commercial characteristics of the area. Michael and Gayle Kraker have made an obvious effort to ease the transition for the property's residential neighbors by seeking a B-1 zoning classification and by self-imposing the condition that no multi-family or mobile home residences will be constructed.

Furthermore, as intended by the City of Starkville's Code of Ordinances, a B-1 Buffer Zone is a natural buffer between surrounding commercial properties and residential properties. It offers a natural progression from commercial to residential properties, with no foreseeable downside for either commercial or residential property owners.

Moreover, on April 7, 2015 the Board of Alderman approved the installation of an all-way stop at the intersection of Old West Point Road and Garrard Road. Thus, any future development of the subject property by Michael and Gayle Kraker should not have any negative effects on the traffic flow in the neighborhood as the all-way stop will require motorists to travel at a slower rate of speed directly in front of the subject property.

On a more personal level, Michael and Gayle Kraker are the owners / developers of The Cottages at Creekside located on East Garrard Road. Due to the fact that whatever type of development they choose to construct on the subject property will have a direct impact on the homes in The Cottages at Creekside, it is in Michael and Gayle Kraker's best interest to develop the property in a manner that is cohesive with the neighborhood and surrounding area, and in a manner that will increase property values. This point in particular should ease the concerns of current property owners as Michael and Gayle Kraker are

approaching this rezoning and future development through the eyes of property owners as well as developers.

Economic Effects:

The taxable value of the subject property, which is currently undeveloped, would significantly increase, adding to the City's tax base. Additionally, jobs and revenue will be created for the local community once construction begins.

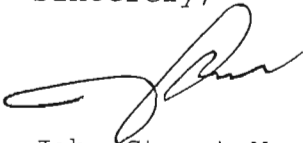
Conclusion:

The subject property needs to be rezoned to allow Michael and Gayle Kraker to successfully develop it. As the property currently is split-zoned as C-1 and R-1, it handicaps Michael and Gayle Kraker from utilizing the entire parcel in a uniform manner. The use of a B-1 Buffer Zone would be a logical transition area as the subject property is surrounded by C-1, R-1, and R-E zones.

As demonstrated herein, a change has occurred in the conditions surrounding the existing area. There is a need for a transitional area that makes the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Based on the information included in this letter, along with further information to be presented at the public hearing, I am respectfully requesting, on behalf of my clients, that the property located on the corner of Old West Point Road and East Garrard Road be rezoned from C-1 Business and R-1 Residential Zoning to a B-1 Buffer Zone.

Sincerely,

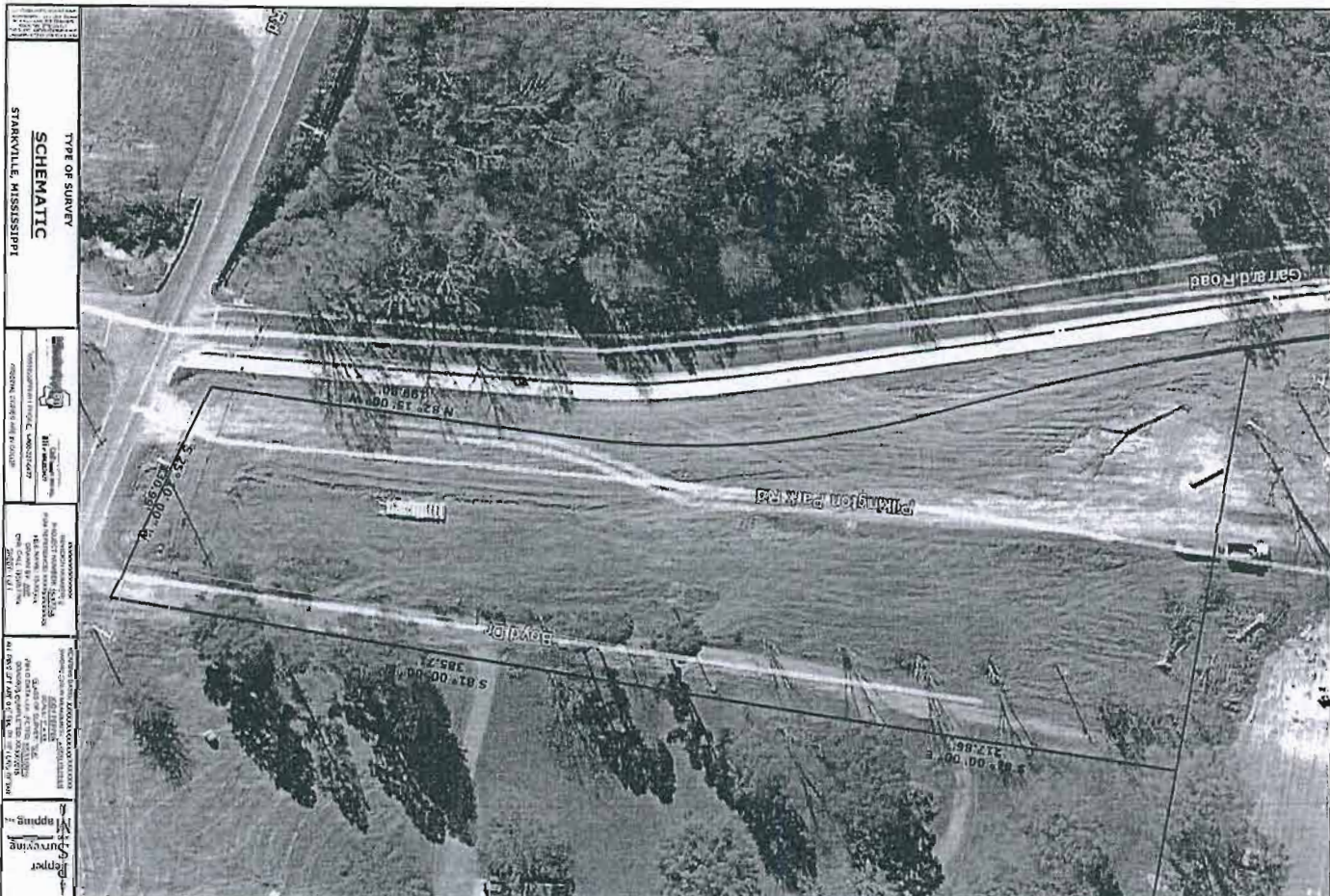
A handwritten signature in black ink, appearing to read "John Stuart Moore", written in a cursive style.

John Stuart Moore

CLIENT

STARKVILLE, MISSISSIPPI

DATE: 10/10/2018
 DRAWN BY: J. L. HARRIS
 CHECKED BY: J. L. HARRIS
 PROJECT NO.: 18-001
 SCALE: 1" = 100'



TYPE OF SURVEY

SCHEMATIC

STARKVILLE, MISSISSIPPI

MISSISSIPPI BOARD OF SURVEYING
 J. L. HARRIS
 10/10/2018

MISSISSIPPI BOARD OF SURVEYING
 J. L. HARRIS
 10/10/2018

MISSISSIPPI BOARD OF SURVEYING
 J. L. HARRIS
 10/10/2018

Commence at the intersection of the north boundary of the southwest quarter of Section 26, Township 19 North, Range 14 East, Oktibbeha County, Mississippi and the east right of way of North Montgomery Street and run South 89 degrees 49 minutes East for a distance of 1916.60 feet; thence North 00 degrees 17 minutes East for a distance of 99.85 feet to an iron pin found; thence North 00 degrees 17 minutes East along an old fence for a distance of 758.38 feet to an iron pin found; thence South 75 degrees 09 minutes East for a distance of 780.15 feet to an iron pin found; thence South 85 degrees 56 minutes East for a distance of 437.33 feet to an iron pin found; thence South 09 degrees 45 minutes West for a distance of 262.00 feet to an iron pin found at the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 81 degrees 00 minutes East for a distance of 217.86 feet to an iron pin found; thence South 81 degrees 00 minutes East for a distance of 385.71 feet to an iron pin found on the west right of way of Old West Point Road; thence South 25 degrees 10 minutes West along the said west right of way for a distance of 130.99 feet to an iron pin found; thence North 82 degrees 15 minutes West for a distance of 199.80 feet to an iron pin found at the beginning of a curve to the left having a radius of 499.49 feet and being subtended by a chord bearing South 86 degrees 39 minutes West for a distance of 202.22 feet; thence along said curve for a distance of 203.63 feet to an iron pin found at the beginning of a curve to the right having a radius of 1538.01 feet and being subtended by a chord bearing South 77 degrees 41 minutes West for a distance of 185.60 feet; thence along said curve for a distance of 185.71 feet; thence North 09 degrees 45 minutes East for distance of 240.92 feet to the POINT OF BEGINNING. Said parcel being located in the northeast quarter of the northeast quarter of Section 26, Township 19 North, Range 14 East, Oktibbeha County, Mississippi and contains 2.1 acres, plus or minus.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 07-07-2015
PAGE: 1

SUBJECT: DISCUSSION AND CONSIDERATION AND SETTING OF DATES AND TIMES FOR BUDGET COMMITTEE MEETINGS FOR THE MAYOR AND BOARD OF ALDERMEN.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

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

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: MOVE APPROVAL OF SETTING OF DATES AND TIMES FOR BUDGET COMMITTEE MEETINGS FOR THE MAYOR AND BOARD OF ALDERMEN.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 07-07-2015
PAGE: 1

SUBJECT: DISCUSSION AND CONSIDERATION OF PROPOSAL SUBMISSIONS
RELATED TO BENEFIT ADMINISTRATION FOR THE CITY OF STARKVILLE.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderwoman Lisa Wynn

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: MOVE APPROVAL OF THE PROPOSAL SUBMITTED BY
_____ TO PROVIDE BENEFIT ADMINISTRATION SERVICES FOR THE CITY
OF STARKVILLE.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 07-07-2015
PAGE: 1

SUBJECT: DISCUSSION AND CONSIDERATION OF OUTSIDE CONTRIBUTION REQUESTS FOR FISCAL YEAR 2016.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Alderman Scott Maynard

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION: MOVE APPROVAL OF OUTSIDE CONTRIBUTION REQUESTS FOR FISCAL YEAR 2016.

Outside Contribution					
General Fund 001-194-690-454					
	2013 Budget	2014 Budget	2015 Requests	2015 Budgeted	2016 Requests
American Red Cross (7/15/14)			3000		
Boy Scouts					
Boys and Girls Club	1,500	7,500	7,500	5,000	8,000
Brickfire 001-195-951-965	5,000	5,000	5,000	5,000	20,000
Volunteer Starkville		1,500	3,500	2,500	3,500
Council of Community Organization of Oktibbeha County					
Girl Scouts			500		500
GTPDD-Transportation	27,650	27,625		27,625	32,500
GTPDD/AAA/home delivered meals/match			8,698	8,698	
National Guard					
Safe Haven	1,500	1,500	3,000	1,500	1,500
Starkville Reads 001-194-690-454	350	350			
Community Counseling Services	-	-	12,000		
Advertising	3,077				
KMG Creations -Veterans Charity Dance/Recognition		500	500	500	500
Bonafied Southernbelles			500		500
Starkville High School JROTC					250
OSERVS(Okt.Stk Emergency Response Volunteer Svcs)		5,000	5,000	5,000	5,000
TOTAL	39,077	48,975		55,823	72,250
Transfer to Other Agencies 001-195-					
Main Street -Award Match				7,500	7,500
Chamber of Commerce/Greater Starkville Development Partnership	20,000	20,000	26,600	20,000	26,600
Heritage Museum	5,000	5,000	5,000	5,000	5,000
TOTAL	25,000	25,000		32,500	39,100
OCH Ambulance					
001-245-600-383	40,000	40,000	40,000	15,000	40,000
Humane Society					
001-360-951-955	106,000	106,000	132,608	106,000	136,405
Horse Park					
001-541-625-380	50,000	40,000	75,000	30,000	75,000
Park Commission					
001-300-904	844,400	940,400		940,400	940,400
Library					
001-500-900-802	170,400	170,400	185,600	170,400	190,400
		(+ 1/2 roof 19,450)			
Economic Development					
001-653-					
Starkville Area Arts Council 702-506	3,000	3,000	10,000	3,500	10,000
Starkville Community Theater 702-507	3,500	5,000	5,000	3,500	5,000
Starkville Symphony	3,500	3,500	5,000	3,500	5,000
Visitation Fine Artists Series					
Festival Support					
MSU Shuttle 702-708	3,500	3,500		3,500	3,500
	13,500	15,000		14,000	23,500
TOTAL	1,288,377	1,385,775		1,364,123	1,517,055
		(+ roof - \$19450.00)			
Funding with Parks removed.				423,723	



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XL.B.2.h
AGENDA DATE: 07/07/2015
PAGE: 1 of**

SUBJECT: VA 15-04: Moreland Real Estate, LLC Dimensional Variance at 1769 Louisville Street

Variance request: Dimensional Variance of 0 square feet to of required paved parking area in a C-2 Zone.

Moreland Real Estate, LLC is planning on placing a mini-storage units and RV parking at the former Shiner's Club at 1769 Louisville Street.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT: Buddy Sanders (662) 323-2525

BOARD AND COMMISSION ACTION:

Board of Adjustments & Appeals, Special Call Meeting, July 1, 2015:

Recommendation of approval with conditions:

1. Entrances shall be paved past gate.
2. A berm shall be placed along the eastern boundary of front parking area.

POSSIBLE MOTION: "MOVE APPROVAL OF VARIANCE REQUEST FOR THE MORELAND REAL ESTATE, LLC PROEJCT WITH CONDITIONS."

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Board of Adjustments & Appeals
FROM: Daniel Havelin (662-323-2525 ext. 136)
SUBJECT: VA 15-04 Moreland Real Estate LLC, Dimensional Variance, 1769 Louisville Street, Zoned C-2, Ward 2, Dimensional Variance from paving requirements, Applicant Dan Moreland, Owner: Moreland Real Estate LLC
DATE: July 1, 2015

AREA:

The subject property is located at 1769 Louisville Street at the site of the former Shriner's Building. The parcel is in a C-2 General Business zone.

PROPOSED USE & BACKGROUND:

The applicant is requesting a Dimensional Variance of zero paved area to allow the placement of a gravel parking adjacent to the right of way along Louisville Street. According to the District Regulations for a C-2 zone all parking lots adjacent to public right of way are to paved with asphalt, concrete, porous pavement, concrete pavers, or brick pavers. In order to use gravel in the parking area along public right of way, a Dimensional Variance will have to giving by the Board of Aldermen.

Please see Attachments 1-4.

VARIANCE REQUESTS:

APPENDIX A – ZONING, ARTICLE VII. – DISTRICT REGULATIONS, Sec. L. - C-2 business (general business) zoning district regulations.

These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted.

Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]

- 1. See chart for uses permitted.*
- 2. See chart for uses which may be permitted as an exception.*
- 3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space*

in addition to the space required for the other normal operations of the business or service.

4. *Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.*
5. *Maximum height of building or structures: 45 feet.*
6. *Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.*
7. *Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.*
8. *All building facades that are visible from public right of way or adjacent property zoned residential shall meet these requirements.*
 - a. *The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural Metal Panels maybe used as long as the panels make up less than 40% of an individual façade.*
 - b. *The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.*
 - c. *The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.*
9. *All parking lots adjacent to public right of way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than twelve months upon the approval of the Community Development Director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.*

VARIANCE REQUEST REQUIREMENTS:

Appendix A, Article VI, Section K outlines four conditions a Variance request needs to meet:

To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the board of adjustments and appeals unless and until a written application for a variance shall be submitted, demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.

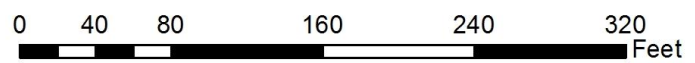
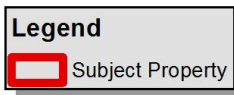
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
3. That the special conditions and circumstances have not resulted from the actions of the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the board of adjustments and appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

STAFF RECOMMENDATION:

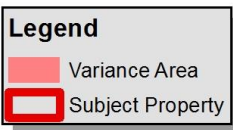
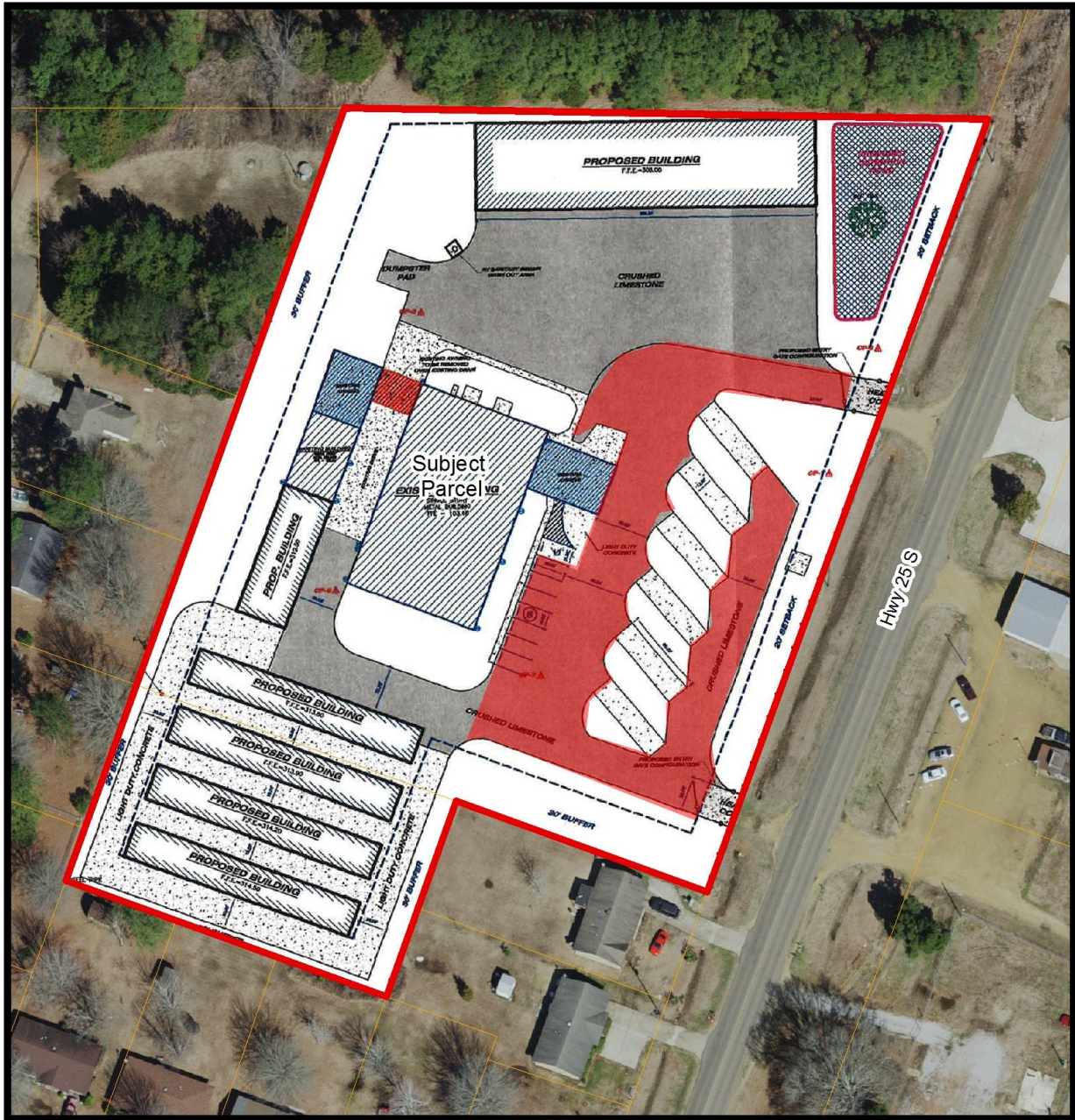
Should the Board of Adjustment and Appeals approve the Variance requests by the applicant the following condition is recommended:

1. No conditions

Attachment 1
VA 15-04 Aerial



Attachment 2
VA 15-04 Site Plan

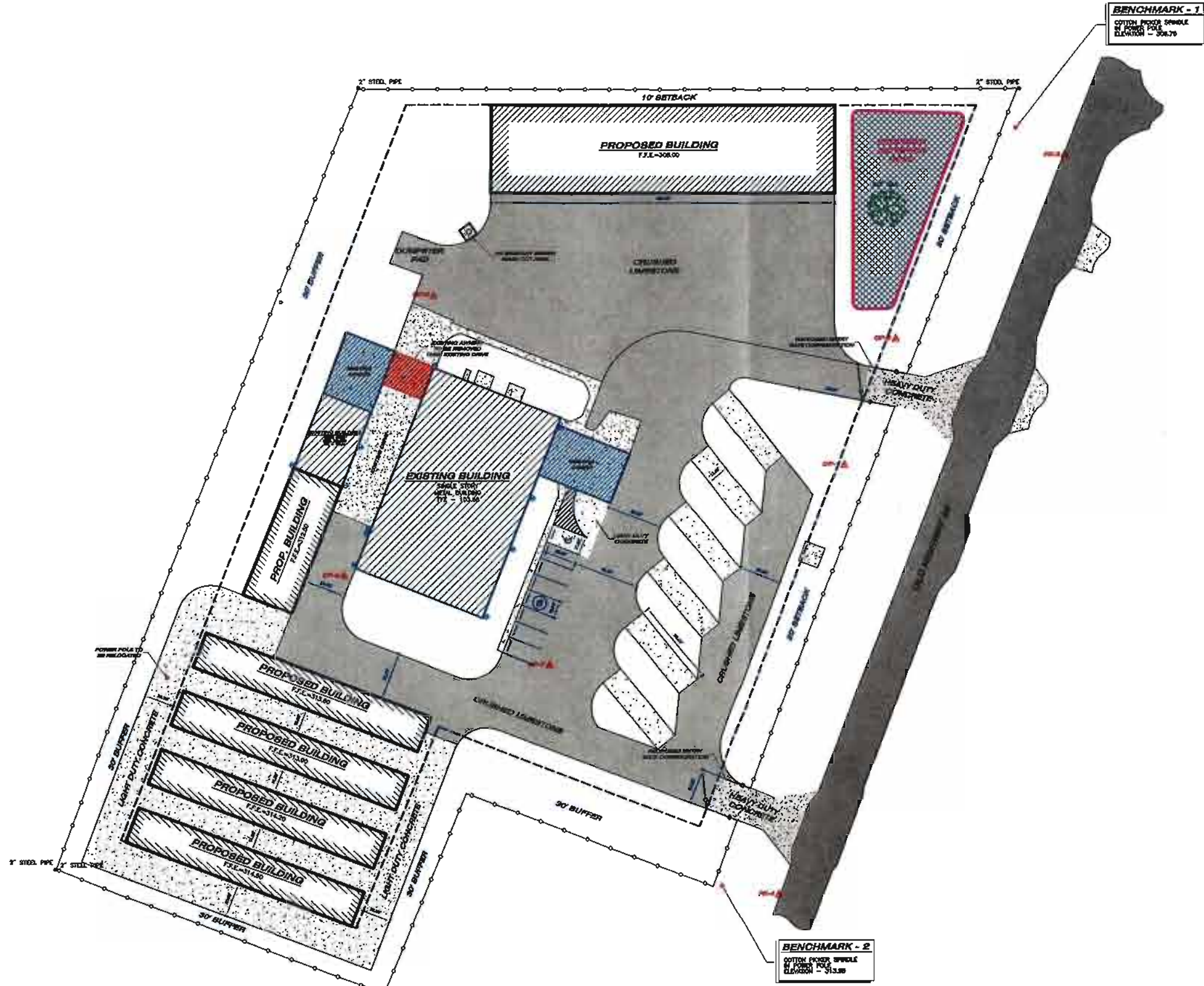


Attachment 3



View of subject parcel looking northwest

Attachment 4
Site Plan



SITE PLAN NOTES:

- 1.) EXISTING BUILDING AREA = 11,481 SQUARE FEET.
PROPOSED BUILDING AREA = 18,117 SQUARE FEET.
- 2.) PARKING REQ'D = N/A
(DRIVE THRU UNDERGROUND ZONE PROVIDED)
- 3.) 0-2 ZEBRA
BETWEEN: FRONT & REAR = 20 FT
SIDE = 10 FT (30 FT TOTAL)
- 4.) LOT AREA = 181,445.20 SQ.FT.
FLY AREA RATIO = $30,000 / 181,445.20 = 0.17$
- 5.) REFER TO LANDSCAPE PLAN FOR REQUIRED GREENSPACE
AND PLANTING REQUIREMENTS.

5/28/2015 - PRELIMINARY DRAWING - FOR PUBLIC HEARING - NOT FOR CONSTRUCTION!

PROJECT 100 MILEY DR., STARKVILLE, MS 38750 - 862-32-4-2208	PROJECT 4596SD-1845-15 CS-0 FILE NAME: 4596 DESIGN DATE: 8/11/18 DRAWN BY: JM REVISIONS: 8/28/18 CHECKED BY: CLP SCALE: 1" = 30'	CLIENT STARKVILLE, MISSISSIPPI	SITE PLAN	SUBMITTED TO MORELAND HOLDINGS STARKVILLE, MS	MR. DAN MORELAND STARKVILLE, MISSISSIPPI	 PRITCHARD ENGINEERING
--	---	-----------------------------------	-----------	---	---	---



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.a
AGENDA DATE: 07/07/2015
PAGE: 1 of**

SUBJECT: Advance travel/training request: Urban Forestry and Green Infrastructure Conference

Employee: Daniel Havelin

August 20, 2015 – August 21, 2015

AMOUNT & SOURCE OF FUNDING: Budgeted training expense:

Hotel:	\$109.00
Meals:	\$ 37.00
Mileage:	\$301.30
Registration:	\$120.00
 Total Cost:	 \$567.30

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:

SUGGESTED MOTION: “MOVE APPROVAL OF TRAVEL FOR DANIEL HAVELIN TO ATTEND THE MISSISSIPPI URBAN FORESTRY AND GREEN INFRASTRUCTURE CONFERENCE WITH COSTS NOT TO EXCEED \$600.00.”

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME:	Daniel Havelin
DATE:	August 20-21, 2015
DEPARTMENT:	Community Development
FUND:	001-281-690 -553
PURPOSE OF TRIP:	Education

TOTAL OF TRAVEL BREAKDOWN

MEALS:	\$37
TRAVEL (POV):	\$301.30
TRAVEL (COV):	\$
HOTEL:	\$100 ¹⁰⁹ Marriott Gulfport, MS
Registration Fee	\$120
TOTAL	\$648.30 \$567.30

EMPLOYEE SIGNATURE

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
August 20	7		23		\$ 30
August 21	7				\$ 7
					\$
					\$
TOTAL:	\$	\$	\$	\$	\$ 37

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
August 20	Starkville	Gulfport	262	0.575	\$ 150.65
August 21	Gulfport	Starkville	262	0.575	\$ 150.65
TOTAL:					\$ 301.30

Urban Forestry and Green Infrastructure Conference
August 20 & 21, 2015
Gulfport Marriott, 1600 Hwy 90, Gulfport, MS



The 28th annual urban and community forestry conference will include a variety of timely topics chosen specifically for Mississippi. The topics will assist communities, land and homeowners to learn more about the latest information in urban and community forestry. Continuing education credits for elected officials, city employees, foresters, landscape architects and others are available.

AGENDA

Thursday, August 20, 2015

- 9 – 9:30 a.m. Registration and Welcome
Mayor City of Gulfport
- 9:30-10:15 a.m. Urban Forestry Programs and Grants In Mississippi -
Todd Matthews, Liz Barber, Mississippi Forestry Commission
- 10:15 - 11:00 a.m. Invasives in Urban Environments- *Robert Smith, Wildlife Mississippi*
- 11:00 - 12:30 p.m. Celebration of Trees Awards and Tree City USA Luncheon
- 1:00 - 1:45 p.m. Green Infrastructure, Storm Water Management and Water Quality- *Dudley Hartel, U.S. Forest Service*
- 1:45 - 3:00 p.m. Urban Forest Pharmacy: Nature for Healthy Communities- *Kathy Wolfe, University of Washington*
- 3:00 - 3:30 p.m. Networking Break – Display Introductions
- 3:30 - 4:15 p.m. Urban Forest Canopy Assessments, i-Tree eco inventories- *Dudley Hartel, Urban Forestry South*
- 4:15 - 5:00 p.m. Emerald Ash Borer- *Dr. John Riggins, Forest Entomologist, MS State University*
- 6:00 - 8:00 p.m. Bonfire on the Beach - On beach across Hwy 90 from Marriott –Hotdogs, BYOB

Friday, August 21, 2015

- 8:30 - 9 a.m. Creating Bird-Friendly Communities-
Mark LaSalle, Pascagoula River Audubon Center
- 9:00- 9:35 a.m. Green Infrastructure and Community Resilience- *Donna Yowell, Mississippi Urban Forest Council*
- 9:35 - 10:15 a.m. Urban Forest Management and Sustainability Audits- *Ed Macie, Forest Service*
- 10:15 -11:15 a.m. Right Tree for Storm Mitigation and Preparedness – *Glenn Hughes, MS State University*
- 11:15 -12:00 p.m. Environmental Initiatives on the Mississippi Gulf Coast – *MS Department of Marine Resources*

Celebration of Trees Awards Event

August 20, 2015
 11:00 a.m.- 12:30 p.m.
 Gulfport Marriot, HWY 90, Gulfport, MS
 Tree City USA Awards, Tree Campus, Tree Line, Civic Awards, Poster Awards, Green Developer, Mayor
Nominate today! - \$25 for Lunch



MISSISSIPPI STATE UNIVERSITY
EXTENSION SERVICE



PASCAGOULA RIVER AUDUBON CENTER



These events are sponsored in part by an urban forestry grant administered by the Mississippi Forestry Commission and from the U.S. Forest Service. Partners include the Wildlife Mississippi, Pascagoula River Audubon Center and the Mississippi State Extension Service and Gaining Ground Institute of Mississippi.

Registration Form



Name _____

Affiliation/Organization _____

Phone _____

E-mail _____

Please check appropriate fee option(s):

Conference Registration (August 20 & 21, 2015)

MS Urban Forest Council Membership (optional)

Celebration of Trees Awards, Tree City USA

Exhibits - Only 12 spaces available

\$95.00 _____ (Includes Awards Luncheon)

\$25.00 _____

\$25.00 _____ (Awards Luncheon Only)

\$75.00 _____

Total: _____

Mail this form with a check or email P.O. number to: Mississippi Urban Forest Council, 164 Trace Cove Drive, Madison, Mississippi 39110. You may also request billing or pay at the door. Please register by August 15, 2015 or call/text to reserve your seat (601) 672-0755.

Continuing Education Hours Available:

CMO's for elected officials, planners, foresters, arborist, parks & recreation, engineers, Master Gardeners, landscape architects, Urban Forest Masters and others. You must apply for credits through your professional association.

Scholarships: A scholarship is available for 10 city officials, 10 college students, and 10 county supervisors. First come basis, request now. Scholarship does not include the \$25 awards lunch. Please contact us for approval.

Host Hotel: Gulfport Marriott — (228) 864-4310

\$109.00 Rate in block Book before July 31, 2015. 1600 East Beach Boulevard (HWY 90), Gulfport, MS 39501. Group code is "urban forestry."

Celebration of Trees Awards

Invitation to Nominate for Awards:

Each year the Mississippi Urban Forest Council, in partnership with the Mississippi Forestry Commission and the USDA Forest Service recognizes and honors cities, businesses, civic groups, schools and others that have demonstrated success with community forestry and green infrastructure. We invite you to submit a nomination for the upcoming 2015 awards ceremony. This is a great way to promote locally driven work in your community. **Nomination deadline is August 1, 2015.**

Award Categories:

Local Government:
Tree City, USA
Youth Group
Civic Organization
Dedicated Communication
Life Time Achievement

A. < 20,000 pop.
Individual
Reforestation Award
Certified Urban Forests
Partnership Award
Commercial Development

B. > 20,000 pop.
Urban Forest Master
Scenic Community of MS
"Green" Mayor Award
Professional Urban Forester
Seedling Youth Award

How to Nominate:

Submit a one page summary with local press or photos supporting the work involved. Include all contact information. Submit to Donna Yowell at dyowell@aol.com or mail to 164 Trace Cove Drive, Madison, MS 39110. For more information call Donna at (601)672-0755



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.b
AGENDA DATE: 07/07/2015
PAGE: 1 of**

SUBJECT: Advance travel/training request: International Code Council's Residential Inspection Institute 2012 I – Codes

Employee: Bill Jellison

September 13, 2015 to September 19, 2015

AMOUNT & SOURCE OF FUNDING: Budgeted training expense:

Hotel:	\$ 754.38
Meals:	\$ 323.00
Registration:	\$ 780.00
Total Cost:	\$1,857.38

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:

SUGGESTED MOTION: “MOVE APPROVAL OF TRAVEL FOR BILL JELLISON TO ATTEND THE INTERNATIONAL CODE COUNCIL’S RESIDENTIAL INSPECTION INSTITUTE 2012 I-CODES TRAINING WITH COSTS NOT TO EXCEED \$2,000.00.”

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

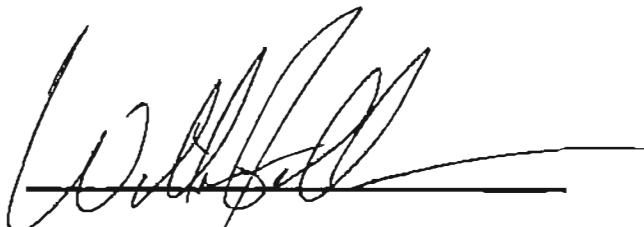
CITY OF STARKVILLE

CITY HALL

NAME:	William Tellison
DATE:	-
DEPARTMENT:	Community Development
FUND:	
PURPOSE OF TRIP:	ICC Residential Institute For 2012 Sales

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$	323. ⁰⁰
TRAVEL (POV): \$	
TRAVEL (COV): \$	
HOTEL: \$	754.38
ICC Conference Fee	780. ⁰⁰ member # DA 5133437
TOTAL	1857.38



EMPLOYEE SIGNATURE

DEPARTMENT HEAD

Reservation Confirmation

06-25-15

Thank you for choosing the Wyndham Atlanta Galleria for your upcoming visit. We are pleased to confirm the following guest reservation for: **William Jellison**

Reservation Information:

Wyndham Rewards Number: [Follow this link to join Wyndham Rewards](#)
Confirmation No. 90350726
Arrival Date: 09-13-15
Departure Date: 09-19-15
Adults/Children: 1 / 0
No. of Rooms: 1
Rate Plan / Group: Intl Code Council, Inc.
Room Description: NEWLY RENOVATED 1 KING BED NON SMOKING Free HSIA
LARGE HD FLAT SCREEN TV OVERSIZED DESK



Arrival Room Rate and Daily Room Rate (if applicable) Information in USD :

	109.00
09/13/15 - 09/13/15	109.00 USD
09/14/15 - 09/17/15	105.33 USD
09/18/15 - 09/18/15	105.12 USD

Total cost for accommodations, including taxes (and resort fees if applicable):

754.38

Wyndham Garden hotels are perfectly situated in key business, airport and suburban locations. We offer tasteful, intimate hotels with comfortable guest rooms that offer a wealth of thoughtful amenities. Every hotel provides casual dining options, inviting lobbies and cozy library lounges for reading or socializing. And of course, flexible meeting space that can accommodate a wide range of functions.

Wyndham Hotels and Resorts are upscale, full-service properties located in key business destinations across the world. Each offers the comfort and amenities you would expect in a world-class hotel, including beautifully appointed public areas, thoughtfully detailed guest rooms and distinct dining options. Business locations feature meeting space flexible for large and small meetings, as well as business centers and fitness centers. Many resorts offer golf, tennis, beautiful beaches, spas and more.

Situated in key destinations around the world, each Wyndham Grand Collection hotel and resort is a one-of-a-kind experience with a compelling local flavor. Here you will find attentive service, relaxing surroundings and thoughtful touches you expect from Wyndham on a grand scale. Guest rooms are comfortable and refined... dining experiences are crafted by expert chefs... and artfully appointed lounges and public areas invite you to linger. Wyndham Grand properties are also ideal for large-scale social engagements and business events. Flexible meeting spaces, elegant halls and sophisticated entertainment and presentation capabilities ensure a successful event.

Guest Registration Information:

Photo identification and a valid credit card are requested upon registration. Early departure penalties may apply; please inquire directly upon arrival regarding this specific reservation. Luggage storage is available at most hotels and resorts for early arrival and late departure.

Cancellation / Deposit Information:

Guaranteed with: Visa
Cancellation Information/Policy: Reservation must be cancelled by 8PM (hotel local time) 09/12/15 to avoid a penalty of 129.26.

Experience Wyndham on-line:

Thank you again for reserving accommodations with the Wyndham Atlanta Galleria!



Wyndham Hotels & Resorts



Wyndham Grand Collection



Wyndham Garden



Redeem Rewards

Wyndham Atlanta Galleria

6345 Powers Ferry Rd. NW, Atlanta, GA, 30339 United States
Tel: 770-955-1700 | Fax: 770-955-0853 | Reservations: 800-996-3426
www.wyndham.com/hotels/46500

Bill Jellison

members@icc safe.org

From: ICC Training and Education <education@iccsafe.org>
Sent: Tuesday, June 09, 2015 12:03 PM
To: b.jellison@cityofstarkville.org
Subject: Time is Running Out for 2012 I-Code Training From ICC

includes actual inspecting of Buildings
for Code Violations (30 hrs)

Last Chance for 2012 I-Codes® Training

starts
7:30 AM
Mon Sept. 14th

Multiday, single-topic ICC Institutes are the best way to enhance your skills on topics crucial to your career. Upcoming Plan Review and Residential Inspection Institutes are an opportunity to learn key skills, earn CEUs, and network with peers. Led by experts, these training sessions dive deep into the codes and provide practical tools and job aides you can use immediately.

Time is running out to take advantage of in-depth training based on the 2012 I-Codes—register for these focused learning opportunities today.

~~Plan Review Institute, Based on the 2012 I-Codes~~ ~~Myrtle Beach, S.C. | August 3-7~~

~~At the five-day Plan Review Institute, you will learn to effectively perform structural, nonstructural and residential plan reviews and how to increase your efficiency in determining if a given set of plans and specifications complies with the applicable 2012 I Codes. You'll learn step-by-step processes to perform specific plan reviews and receive detailed checklists to accurately review plans for code compliant building planning~~

CEUs: 3.0

Member price: \$780

Location:
Ocean Creek Resort
10600 North Kings Hwy
Myrtle Beach, SC 29572

Room rate deadline:
July 10

REGISTER NOW

CEUs: 3.0

Member price: \$780

Location:
Wyndham Garden Hotel
6345 Powers Ferry Road
NW
Atlanta, GA, 30339

~~Residential Inspection Institute,~~ ~~Based on the 2012 I-Codes~~ ~~Atlanta, Ga. | September 14-18~~

~~Get answers to your code questions and be able to perform effective and efficient residential building, mechanical, plumbing and electrical inspections in accordance with the 2012 International Building Code® and 2012 International Residential Code® when you attend the Residential Inspection Institute, one of ICC's most popular training~~

Rooms
119.00 pite
Sun-Fri
Parking?
Food?

Total
Appx
2000.00

754.38

events. You'll receive comprehensive and up-to-date resource manuals to reference during the event and use as a resource when you are back on the job.

Room rate deadline:
August 13

REGISTER NOW

Expert Instructors

Gary Nelson, MCP, P.E. (Plan Review Institute, Residential Inspection Institute)
A code expert and ICC Senior Staff Engineer with over 20 years of experience conducting building plan reviews and an additional 10 years of experience as a design engineer working with steel fabricated structures.

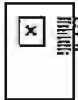
Mike Giachetti (Plan Review Institute)
ICC Senior Staff Engineer with more than a decade of experience supervising the ICC plan review department, performing architectural and structural plan reviews, interpreting the International Codes and assisting with developing and updating the codes as needed.

Jerry Flanik, MCP (Residential Inspection Institute)
ICC-Certified Master Code Professional (MCP) whose career has covered a diverse array of design build projects, including Chief Building Official for the County of Lake, State of Ohio Building Department.

Turn to the source of the codes for this comprehensive training. ICC Institutes are specialized to arm you with the tools you need on the job.

[See all of ICC's upcoming Institutes](#)

For questions, contact us by email at icctraining@iccsafe.org or call 888-ICC-SAFE (888-422-7233) ext. 33818.



The International Code Council, affiliates and subsidiaries respect your right to privacy. [Click here](#) to read the Council's privacy policy. To update your email preferences, please [click here](#) (www.iccsafe.org/preferences). If you no longer wish to receive any e-mails from the International Code Council (ICC), ICC Evaluation Service (ICC-ES), or the International Accreditation Service (IAS), please [click here](#) (www.iccsafe.org/optout).

©2015 International Code Council | 500 New Jersey Avenue, NW | Washington, DC 20001 USA



No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4800 / Virus Database: 4311/9982 - Release Date: 06/09/15



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XLB.2.c
AGENDA DATE: 07/07/2015
PAGE: 1 of**

SUBJECT: Purchase Request:

Purchase and placement of one trash receptacle at the southwest corner of Dr. Martin Luther King, Jr. Drive and Dr. D. L. Conner Drive.

Purchase of two additional trash receptacles for replacement or future use.

AMOUNT & SOURCE OF FUNDING:

Mississippi Prison Industries:

Trash Cans (3) \$403.00:	\$1,209.00
Freight:	\$ 300.00
Total Cost:	\$1,509.00

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:

SUGGESTED MOTION: “MOVE APPROVAL OF THE PURCHASE OF THREE TRANSH RECEPTACLES AND PLACEMENT OF ONE TRASH RECEPTACLE AT THE SOUTHWEST INTERSECTION OF DR. MARTIN LUTHER KING, JR DRIVE AND DR. D. L. CONNER DRIVE WITH COSTS NOT TO EXCEED \$1,909.00.”



June 29, 2015

City of Starkville

Attn: Daniel Havelin

Email: d.havelin@cityofstarkville.org

From: Ted Arich
MPIC

RE: Quote - Receptacle

<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Total</u>
MR-022 Urban hooded receptacle w/ liner	3	\$403.00	\$1,209.00
Freight		\$300.00	\$300.00
		Total	\$1,509.00

Thank you for your interest in our products and services. If I can be of further assistance please contact me at (601) 969-5750, ext.3017.

MPIC
Ted Arich

1. Price is valid 30 days from above date.
2. We must receive a Purchase Order or Payment before we will begin production of your order.
3. If you are an existing customer please note your Customer # and your Purchase Order # on your request and you will be billed accordingly.
Make sure your Billing, Shipping and Contact Information are listed on the order as well.
4. Unless otherwise indicated, shipping is FOB Jackson Metro Area, Jackson, MS.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.d
AGENDA DATE: 06/16/2015
PAGE: 1 of**

SUBJECT: SE 15-01: Special Exception request by Freddie Milons, Jr. to allow the creation of a residential on a private drive, Treasure Lane.

PP 15-09: Preliminary Plat request by Freddie Milons, Jr. to allow the creation of a residential lot of 1.21 acres.

FP 15-09: Final Plat request by Freddie Milons, Jr. to allow the creation of a residential lot of 1.21 acres.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Community Development

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

FOR MORE INFORMATION CONTACT: Buddy Sanders (662) 323-2525

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

On June 9, 2015 the Planning and Zoning Commission recommends approval with conditions:

1. If connection to City sanitary sewer cannot be made, approval and inspection of septic system from the Mississippi State Department of Health is required before a Certificate of Occupancy is issued for any residential structure.

POSSIBLE MOTION: "MOVE APPROVAL OF THE ONE LOT FREDDIE MILONS, JR. SUBDIVISION WITH CONDITION"

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin City Planner (662-323-2525 ext. 136)
CC: SE 15-01, PP 15-08 & FP 15-08 Freddie Milons Jr. 557 Treasure Lane Parcel #116-23-007.24
DATE: June 9, 2015

BACKGROUND INFORMATION:

Freddie Milons Jr. purchased +/- 1.21 acres from a relative. Unknown to both the Grantor and Grantee, was that the subdivided lot of under 5 acres requires the review of the Planning and Zoning Commission and approval by the Board of Aldermen. Please see attachments 1-5.

Freddie Milons Jr. is seeking to bring the 1.21 acre lot he purchased into compliance by asking for Special Exception, Preliminary and Final Plat Approval so he can begin the process of adding a residence to the lot. To bring the property into compliance, a Special Exception will be needed due to the fact the parent lot and the newly created lot are not located on a public right of way. Both lots are located on a private drive, Treasure Lane.

The lot is located at 557 Treasure Lane and is currently zone R-1 Single Family. The newly created lot meets the minimum size requirements for R-1 zoning. Appendix A, Article VII, Section C. R-1 of the Starkville Zoning Ordinance:

Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. *See chart for permitted uses.*
2. *See chart for uses which may be permitted as a special exception.*
3. *Required lot area and width, yards, building areas and height for residences:*
 - (a) *Minimum lot area: 10,000 square feet.*
 - (b) *Minimum lot width at the building line: 75 feet.*
 - (c) *Minimum depth of front yard: 30 feet.*
 - (d) *Minimum depth of rear yard: 35 feet.*
 - (e) *Minimum width of each side yard: Ten feet.*
 - (f) *Maximum height of structure: 45 feet.*
4. *Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

PLAT PROPOSAL

General Information

The Applicant is requesting a Special Exception, Preliminary Plat and Final Plat approval of a 1.21 acre lot subdivision.

Please see Attachment 5.

Easements and Dedications

The City is not requiring any Easements at this time. However, Easements from Four County Electric and Rock Hill Water Association will/may be required.

Both Four County Electrical and Rock Hill Water services are available in the area.

The City of Starkville does provide sewer service to this area.

Findings and Comments

Electricity would need to come from Four County Electric.

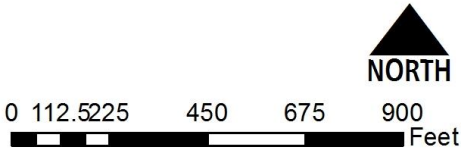
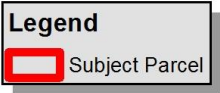
Water would need to come from Rock Hill Water Association.

CONCLUSIONS

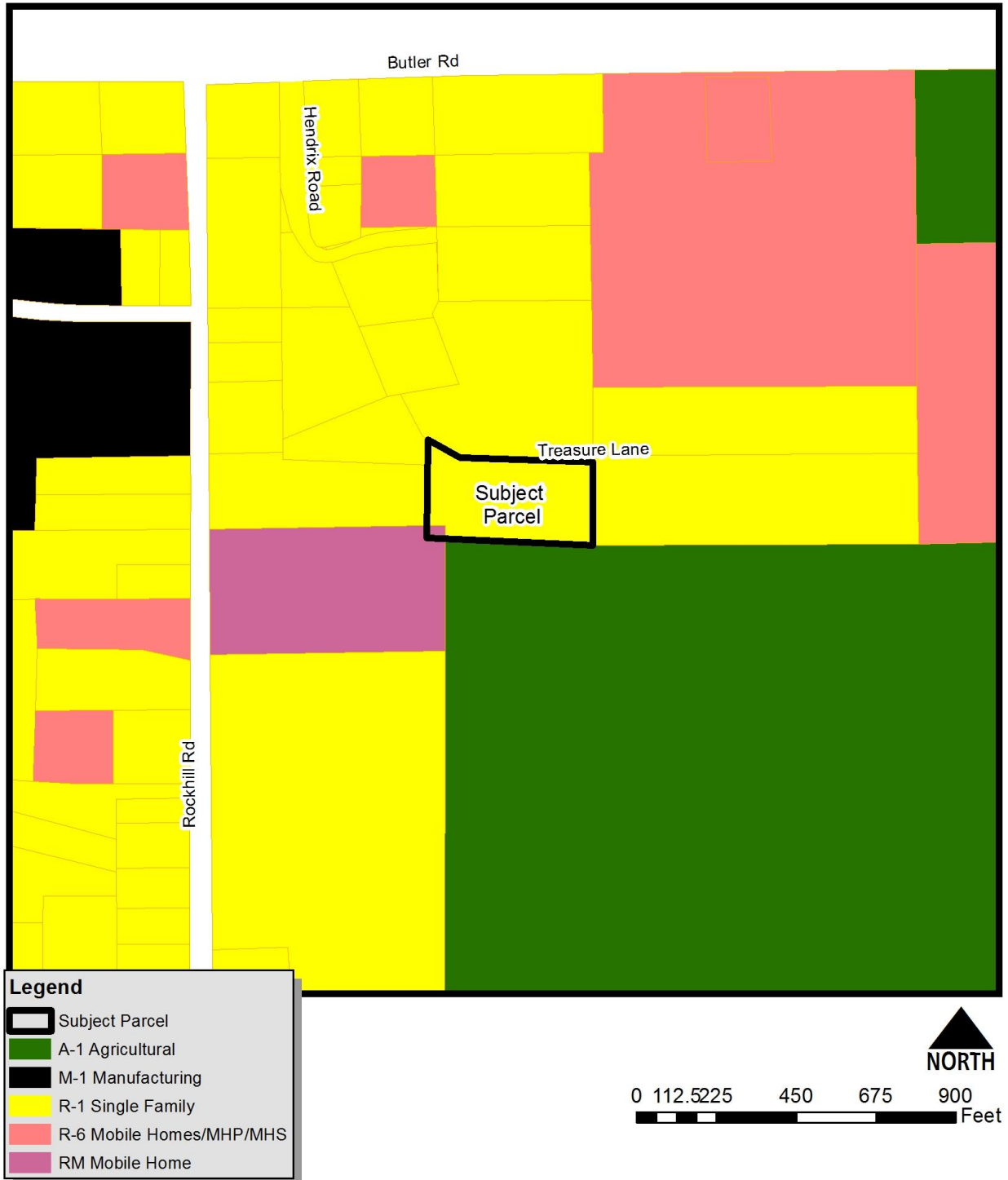
If the Planning and Zoning Commission decides to approve the Applicant's request for a 1 lot subdivision, Staff recommends the following condition:

1. If connection to City sanitary sewer cannot be made, approval and inspection of septic system from the Mississippi State Department of Health is required before a Certificate of Occupancy is issued for any residential structure.

Attachment 1
SE 15-01, PP 15-08 and FP 15-08 Aerial



Attachment 2
SE 15-01, PP 15-08 and FP 15-08 Zoning



Attachment 3



View looking south at subject property

Attachment 4



View looking north at subject property



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.B.2.e
AGENDA DATE: 07/07/2015
PAGE: 1 of**

SUBJECT: RZ 15-02: Rezoning request by Jeremy Tabor to rezone 2+/- acres of a 4+/- acres near Lynn Lane and South Montgomery Street (102I-00-003.00) R-1 Single Family to R-3 Multi Family. The applicant has indicated he plans to construct owner occupied cluster homes.

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: At the June 9, 2015 Planning and Zoning Commission meeting the Commission voted to recommend approval with conditions:

1. Rezoning contingent upon subdividing proposed rezoned area from the rest of the parcel within 90 days of the approval for rezoning.
2. Each unit shall be single family owner occupied
3. No more than 12 dwelling units
4. Buffer between Low Impact and Medium Impact use per Section 8 of the Landscape Ordinance required adjacent to R-1 zoned parcels
5. Require adherence to HOA Covenants

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

ADDITIONAL INFORMATION: N/A

ADDITIONAL INFORMATION: A legal ad was published, letters mailed, and a sign was posted at least fifteen days prior to the subject Board of Aldermen meeting.

SUGGESTED MOTION: “MOVE APPROVAL OF THE JEREMY TABOR REZOING FROM R-1 TO R-3 WITH CONDITIONS.”

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 136)
CC: Jeremy Tabor, Applicant
SUBJECT: RZ 15-02 Request for rezoning of part of one parcel located at 712 South Montgomery from R-1 to R-3 Parcel #102I-00-003.00
DATE: MAY 12, 2015

The purpose of this report is to provide information regarding the request of Jeremy Tabor to rezone a portion of a parcel from R-1 to R-3. The applicant is seeking to rezone +/-2 acres on the west half of a +/-4 acre parcel that is currently vacant. The parcel is located on the northwest corner of Lynn Lane and South Montgomery with parcel # 102I-00-003.00. Please see attachments 1-8.

BACKGROUND INFORMATION

The earliest zoning map (1960's-1970's Map) that staff has available illustrates the subject property as being zoned R-1. The 1982, 2000, and 2013 zoning maps shows the property as R-1 Single Family.

The applicants is in the process of purchasing the western half of the parcel from the current owners CHT, LLC. The applicant is wanting to develop his part of the parcel as condominium or garden homes. The current owner would like to keep the eastern portion of the parcel R-1 for their future needs.

**Zoning Change Subject
Properties**

Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
1021-00-003.00	R-1	R-1	R-1	R-1

**Zoning Change Adjacent
Properties**

Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-1	R-1	R-1	R-1
East	R-1	R-1	R-1	R-1
South	R-1	R-1	R-1	R-3
West	C-2	C-2	C-2	C-2

Zoning and land uses adjacent to the subject property		
Direction	Zoning	Current Use
North	R-1	Single Family Residence
East	R-1	Single Family Residence
South	R-3	Single Family Residence
West	C-2	Vacant

NOTIFICATION

15 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received three letters of support for this request and one phone call for more information about this request.

REZONING REQUEST

The subject rezoning requests are from R-1 Single Family and Multi-Family. Differences between zones are:

Current Zoning District

Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a. Minimum lot area: 10,000 square feet.
 - b. Minimum lot width at the building line: 75 feet.
 - c. Minimum depth of front yard: 30 feet.
 - d. Minimum depth of rear yard: 35 feet.
 - e. Minimum width of each side yard: Ten feet.
 - f. Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

Proposed Zoning District

Sec. E. - R-3 residential zoning regulations.

These [R-3 residential] districts are intended to be composed mainly of multifamily residential properties, with single-family and duplex properties permitted. Under special conditions, mobile home subdivisions and mobile home parks are also permitted. Appropriate neighborhood supporting facilities are provided for and the district's open residential character is protected by requiring certain minimum yard and area standards. [The following regulations apply to R-3 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a. Minimum lot area, one-family dwelling: 5,000 square feet.
 - b. Minimum lot area, duplex dwelling: 7,000 square feet.
 - c. Minimum lot area, triplex dwelling: 9,000 square feet.
 - d. Minimum lot area, fourplex dwelling: 11,000 square feet.
 - e. Minimum lot width at the building line:
One-family dwelling: 50 feet.
Duplex, triplex or fourplex: 70 feet.
 - f. Minimum depth of front yard: 25 feet.
 - g. Minimum depth of rear yard: 20 feet.
 - h. Minimum width of each side yard: Five feet.
 - i. Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

STATE REZONING CRITERIA

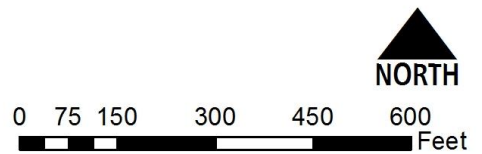
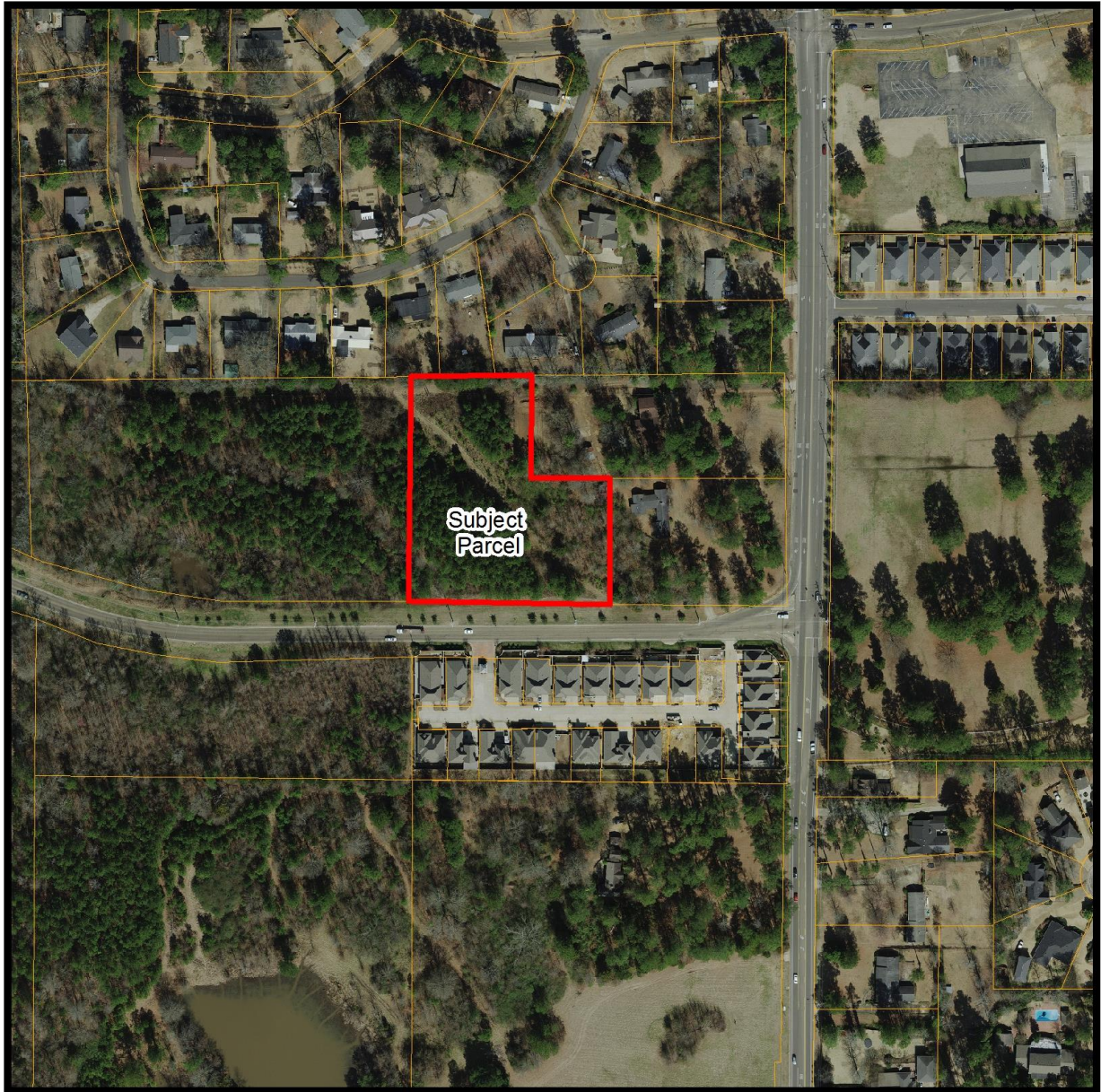
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.
 - There have been 3 rezonings within one mile of the parcel since 2005.
 1. Bent Brook Ridge Subdivision
 2. Maison de Ville Subdivision
 3. Starkville Station

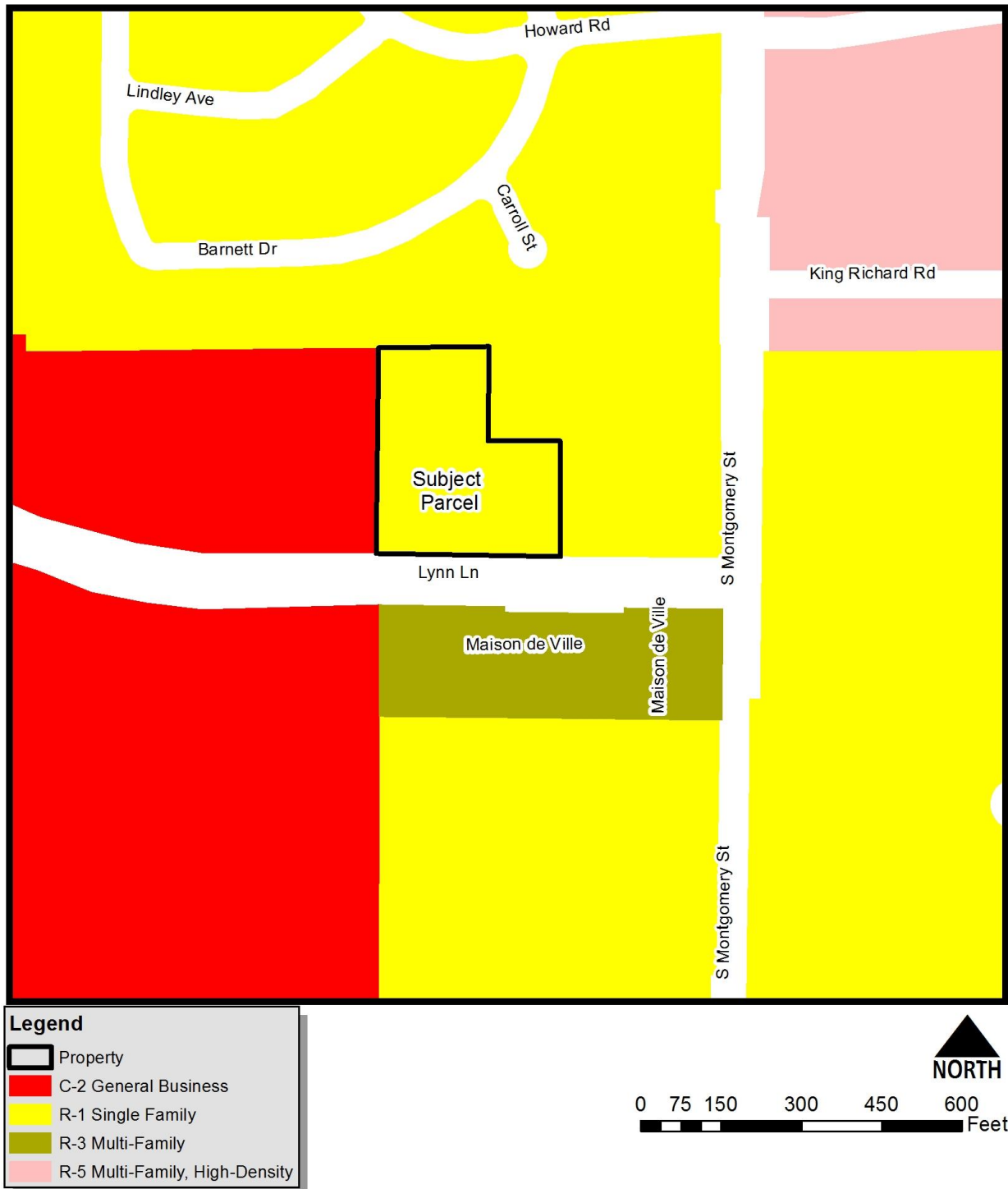
Conditions added by Planning and Zoning Commission on June 6, 2015

1. Rezoning contingent upon subdividing proposed rezoned area from the rest of the parcel within 90 days of the approval for rezoning.
2. Each unit shall be single family owner occupied
3. No more than 12 dwelling units
4. Buffer between Low Impact and Medium Impact use per Section 8 of the Landscape Ordinance required adjacent to R-1 zoned parcels
5. Require adherence to HOA Covenants

Attachment 1
RZ 15-02 Aerial



Attachment 2
RZ 15-02 Zoning



Attachment 3



View looking north across Lynn Lane at Subject Property

Attachment 4



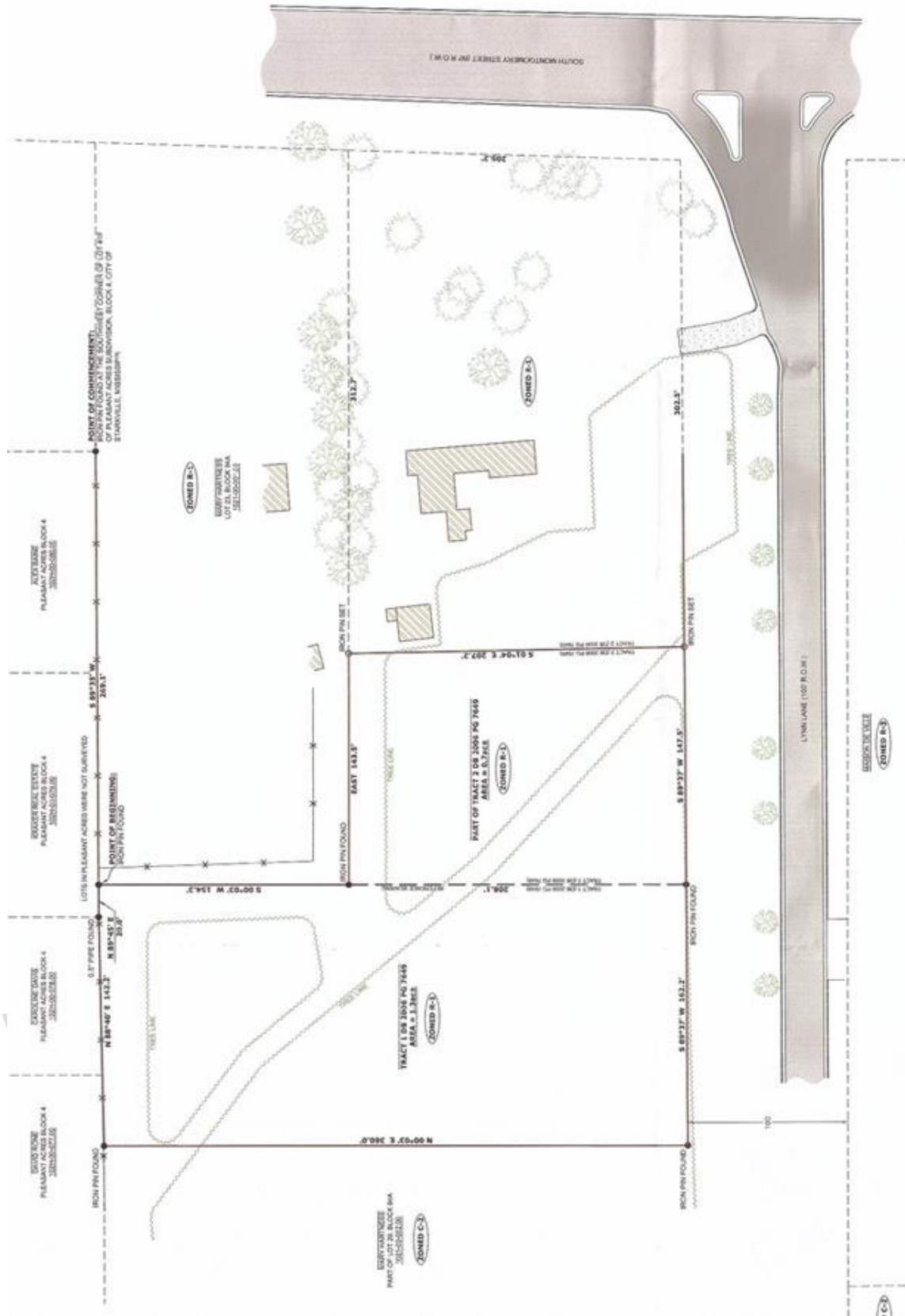
View looking south across Lynn Lane at adjacent property

Attachment 5



Birdeye view looking south at Subject Property

Attachment 6



Attachment 7
Applicant Letter

As Revised by P&Z



CONSTRUCTION & DEVELOPMENT

April 13, 2015

Planning & Zoning Commission
City of Starkville, Mississippi
101 E. Lampkin Street
Starkville, MS 39759

Dear Commissioners:

Enclosed, please find a completed public hearing application package for your consideration to rezone approximately 2 acres located on the Western Boundary of parcel 1021-00-003.00, located at the corner of Lynn Lane and South Montgomery to R3. We are submitting this application for review for the May 12, 2015 Planning & Zoning and subsequent Board of Aldermen Meetings.

While considering this parcel, it is important to recognize that we are only requesting rezoning for a portion of this property. The current Owner of the property, CHT, LLC, intends to maintain ownership of the corner acreage for development as a single family residence. Over the last eight years, we have been successful in developing over 150 residential condominiums within 2 miles of this location, 106 of which are located within 1/3 of a mile of the proposed rezoning site. We are currently developing 7 Garden Homes (The Delphine) on the Southwest Corner of South Montgomery and Yellow Jacket Drive, a location that is currently zoned R3 and is adjacent to Pleasant Acres, just as this subject parcel is.

We are submitting this application in the hopes of obtaining rezoning approval to provide the best development plan and sell the units individually as condominiums (in duplex, triplex and/or 4-plex buildings – similar to the likes of Annabella and Belle Grove) or garden homes (similar to The Delphine) . Rezoning to R3 is required to make this proposed development possible.

Regarding the subject property, a 2.0 (+/-) acre site, please note the following:

- The property directly to the South is currently zoned R3 and has been developed as a higher density garden home development.
- The Property directly to the West is currently zoned C2 – a zoning designation that can (and likely will) dramatically change the demographics of this location.
- As stated above, within 1/3 mile of this location, we have developed over 100 condominium units in the last eight years. Within a 1/3 mile radius, there currently exists substantial student housing (Academy Village – 186 units), and substantial garden homes (Academy Place – 84 homes; Maison de Ville – 24 homes).

PLANNING • DESIGN • CONSTRUCTION • MANAGEMENT

200 S. MONTGOMERY, SUITE 201 • STARKVILLE, MS 39759 • 662.324.0506 (T) • 662.323.8087 (F)

WWW.TABORDEVELOPMENT.COM

- Rezoning of this property to allow increased development opportunity will substantially increase the tax base of the City of Starkville. Currently, the assessed value of the subject property and improvements is \$87,400. If rezoned, the newly developed assessed value could easily exceed \$2.5 Million.
- The increased population and increased demand for quality housing in locations North of Academy Road (avoiding the bottleneck of traffic that exists at peak times along this corridor South of Academy Road), support the rezoning of this subject property.
- The Starkville Comprehensive Plan supports infill development to achieve greater utilization of existing municipal service, reduce the need for cost of extension of services and provide housing options. This proposed development is consistent with the Comprehensive Plan and will provide unique housing options for Starkville in this infill location.
- There are adequate public facilities – water, sewer and electrical lines are all available.
- There has been a significant change in development off South Montgomery between Highway 12 and Academy Road with the addition of developments like: Pitot House, Belle Grove, Annabella, The Delphine, Maison De Ville and the recent rezoning of Garden Properties, LLC 4.97 Acre Tract off Yellow Jacket Drive.
- There are no known environmental issues.
- Our intent is to develop an attractive neighborhood encouraging the use of front porches, while providing lush greenscape to enhance the design. The newly adopted NACTO Urban Street Design Guide will enrich the overall development.

Our intent is to develop this property into something Starkville can be proud of. With your help, we want to do everything we can to broaden the base of available housing and continue to attract quality residents and weekenders who are proud to call Starkville home. We have no intentions of developing this property into a multifamily development suitable for student housing. While we cannot prevent student living, we can adopt specific rules, regulations and association covenants to maintain the integrity of the development and the quality of life for the residents and surrounding neighbors, much like we have done at all of our prior developments.

Enclosed, you will find a completed application, application fee, legal description, notarized owner authorization, list of surrounding property owners within 160 feet of the subject property (obtained from local tax records), letters of support from adjacent property owners, and a potential site plan to outline what could possibly be done with this parcel if rezoned. Should you have questions regarding this application, or if this matter will be considered in any way other than as required protocol warranting your full support, I ask that you contact me at your earliest convenience at 662.295.3817. I appreciate your time and consideration, and look forward to appearing before you in May.

Sincerely,



Jeremy S. Tabor

PLANNING • DESIGN • CONSTRUCTION • MANAGEMENT

200 S. MONTGOMERY, SUITE 201 • STARKVILLE, MS 39759 • 662.324.0506 (T) • 662.323.8087 (F)

WWW.TABORDEVELOPMENT.COM

Attachment 8
Letters of Support

As Revised by P&Z

April 10, 2015

Planning Division
City of Starkville
101 E. Lampkin Street
Starkville, MS 39759

Dear Planning & Zoning Committee:

It has been brought to my attention that Jeremy Tabor of Tabor Construction and Development is proposing to rezone property along Lynn Lane from R1 to R3. As a 5 five year resident of Pleasant Acres, the property he would like to rezone has an adjoining property line with a few of my neighbors, and I would like to voice my support of this potential growth. I do not feel the rezoning would negatively affect our neighborhood or property values. In fact, the quality of Mr. Tabor's product I feel would increase the value of property in our neighborhood.

In speaking more in depth with Mr. Tabor, I am pleased that he is proposing to add 8-12 additional homes similar to those he has already constructed just north of the property along South Montgomery Street. The potential residences would target a desirable demographic in line with the established area.

Thank you for all that you do to ensure Starkville's smooth and positive growth, and I strongly believe that any residence that is constructed by Tabor Construction on the proposed rezoning property would bring nothing but better growth to the Starkville Community.

Sincerely,



Katharine Hewlett
807 Imes Street
Starkville, MS 39759

April 9, 2015

Planning & Zoning Commission
City of Starkville, Mississippi
101 E. Lampkin Street
Starkville, MS 39759

RE: Rezoning Application for Parcel 1021-00-003.00

To Whom It May Concern:

As a neighboring property owner to the parcel listed above, I would like to express my full support for the proposed rezoning to R3 by Jeremy Tabor. Tabor Construction & Development has successfully developed several properties in Starkville that have greatly impacted our local economy. I believe this property will be no exception, and will have the same positive effect.

Sincerely,

Signed: Billy + Linda Howard
Printed Name: Billy + Linda Howard
Address: 108 Mason de Ville
Starkville
Phone: 601 342 9920

1 Plantation Dr
Laurel, MS 39440



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XL.B.2.f
AGENDA DATE: 07/07/2015
PAGE: 1 of**

SUBJECT: RZ 15-03: Rezoning request by Michael and Gayle Kracker to rezone 2.1+/- acres of split zone property from R-1 Single Family/C-1 Neighborhood Commercial to B-1 Buffer District at the northwest intersection of Old West Point and Garrard Roads.

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: At the June 9, 2015 Planning and Zoning Commission meeting the Commission voted to recommend approval with conditions:

1. If the property were to be rezoned B-1 Buffer District and used as commercial or higher density residential than the existing surrounding R-1 Single Family residential, a Buffer Yard between the property and residential property would be required per Landscape Ordinance Section 8.
2. If the property were to be developed as commercial, only one curb cut will be allowed on Garrard Road at a maximum of 26' in width. The Garrard Road curb cut can be no closer than 200' from intersection and 150' from western boundary of proposed rezoning. No curb cuts on Old West Point Road. Access must be by means of existing private road, Boyd Drive.
3. If the property were to be developed as residential of any density, no driveway curb cuts allowed onto Garrard Road and no driveway curb cuts along Old West Point Road other than by access to existing private road, Boyd Drive.
4. No Mobile Homes shall be placed on the site.
5. No Multi-Family development shall be placed on the site.
6. Rezoning of property contingent upon a lot subdivision within 6 months of rezoning approval.

ADDITIONAL INFORMATION: A legal ad was published, letters mailed, and a sign was posted at least fifteen days prior to the subject Board of Aldermen meeting.

SUGGESTED MOTION: "MOVE APPROVAL OF THE MICHAEL AND GAYLE KRACKER REZONING OF 2.1+/- ACRES FROM R-1/C-1 TO B-1."

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525 ext. 136)
CC: Michael and Gayle Kracker, Applicant
SUBJECT: RZ 15-03 Kracker Property Old West Point Road, Rezoning, Northwest corner of Old West Point Road and Garrard Road Zoned R-1/C-1, Ward 5, Rezone parcel from R-1 and C-1 to B-1, Applicant/ Owner: Michael and Gayle Kracker
DATE: JUNE 9, 2015

The purpose of this report is to provide information regarding the request of Michael and Gayle Kracker to rezone their property from C-1/ R-1 to B-1. The applicant is seeking to Rezone a +/- 2.1 acres of and +/- 18 acre parcel that is currently vacant. The rest of the parcel would remain R-1. The parcel is located on the west side Old West Point Road at the northwest corner of Old West Point Road and Garrard Road. Please see attachments 1-7.

BACKGROUND INFORMATION

The earliest zoning map (1960's-1970's Map) that staff has available illustrates the subject property as being zoned R-2. The 1982, 2000, and 2013 zoning maps shows the property as C-1 Neighborhood Commercial and R-1 Single Family.

The applicants purchased property and have plans to develop in the near future. The type of development the applicant is intending to do is unknown to the City staff at this time. The current split zoning of the parcel at this time would present a challenge to any development at this time.

Zoning Change Subject Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
117C-00-036.01	R-2	C-1/R-1	C-1/R-1	C-1/R-1
Zoning Change Adjacent Properties				
Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-2	C-1/R-1	R-1	C-1/R-1/B-1
East	C-2	C-1	C-1	C-1
South	R-2	RE	RE	RE
West	R-2	R-1	R-1	PUD

Zoning and land uses adjacent to the subject property		
Direction	Zoning	Current Use
North	R-1/B-1	Single Family Residence/Vacant
East	C-1	Commercial
South	RE	Single Family Residence
West	PUD	Single Family Residence

NOTIFICATION

30 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News May 21st 2015 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call against this request.

REZONING REQUEST

The subject rezoning requests are from R-1 Single Family and C-1 Neighborhood Commercial to B-1 Buffer District. Differences between zones are:

Current Zoning District

Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a. Minimum lot area: 10,000 square feet.
 - b. Minimum lot width at the building line: 75 feet.
 - c. Minimum depth of front yard: 30 feet.
 - d. Minimum depth of rear yard: 35 feet.
 - e. Minimum width of each side yard: Ten feet.
 - f. Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

Sec. K. - C-1 business (local shopping) zoning district regulations.

These [C-1 business (local shopping)] districts are intended to be composed mainly of neighborhood (local) shopping and services facilities that supply the daily household needs of surrounding residential neighborhoods. Often located on one or more arterial streets, these districts are small and are located within convenient walking distance of most of the areas they will serve. To protect surrounding areas

certain yard and area standards are required. [The following regulations apply to C-1 districts:]

1. See chart for uses permitted.
2. See chart for uses which may be permitted as an exception.
3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
4. Minimum yard size: Front, 35 feet; rear, 20 feet; side, ten feet, except on a lot adjoining along its side lot line a lot which is in a residential district, there shall be a side yard not less than that required by the residential district.
5. Maximum height of building or structures: 35 feet.
6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.
7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.
8. All building facades that are visible from public right of way or adjacent property zoned residential shall meet these requirements.
 - a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural Metal Panels maybe used as long as the panels make up less than 40% of an individual façade.
 - b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.
 - c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.
9. All parking lots adjacent to public right of way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than twelve months upon the approval of the Community Development Director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

Proposed Zoning District

Sec. J. - B-1 buffer district regulations.

These [B-1 buffer] districts are intended to be composed mainly of compatible mixed commercial and residential uses. Although usually located between residential and commercial areas, these districts may in some instances be freestanding in residential areas. Limited commercial uses are permitted that can in this district be compatible with nearby residential uses. The character of the district is protected by

requiring that certain yard and area requirements be met. [The following regulations apply to B-1 districts:]

1. See chart for uses permitted.
2. See chart for uses that may be permitted as an exception.
3. Minimum lot size: Residence uses shall meet the minimum standards that are least restrictive for the type residential use proposed in the residential districts listing. There is no minimum lot size for commercial uses except that other yard and parking requirements of the ordinance be met.
4. Required lot area and width, yards, building areas and heights for buffer districts:
 - a) Minimum depth of front yard: 25 feet.
 - b) Minimum width of side yard: Five feet.
 - c) Minimum depth of rear yard: 20 feet.
 - d) Maximum height of structure: 45 feet.
5. Off-street parking requirements: Off-street parking is as required in article VIII of this ordinance.
6. All building facades that are visible from public right of way or adjacent property zoned residential shall meet these requirements.
 - a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural Metal Panels maybe used as long as the panels make up less than 40% of an individual façade.
 - b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.
 - c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.
7. All parking lots adjacent to public right of way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than twelve months upon the approval of the Community Development Director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

STATE REZONING CRITERIA

Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or

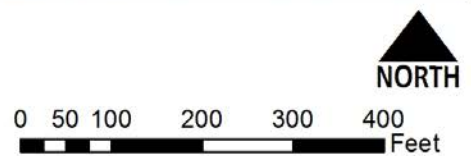
manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

- There have been 8 rezonings within one mile of the parcel since 2005.
- The Garrard Road extension to Old West Point Road has created increased traffic counts to the area.

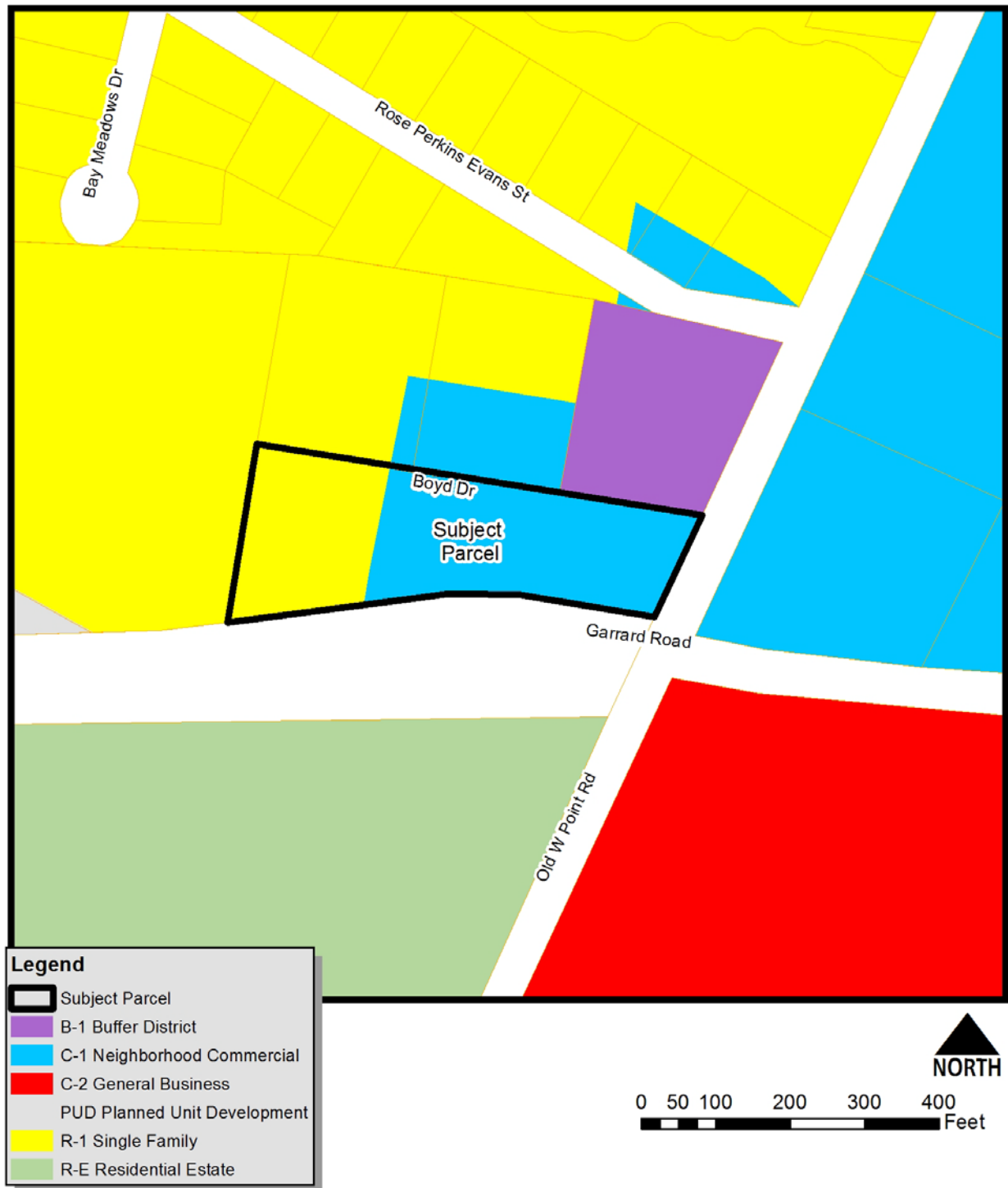
REQUESTED CONDITIONS

1. If the property were to be rezoned B-1 Buffer District and used as commercial or higher density residential than the existing surrounding R-1 Single Family residential, a Buffer Yard between the property and residential property would be required per Landscape Ordinance Section 8.
2. If the property were to be developed as commercial, only one curb cut will be allowed on Garrard Road at a maximum of 26' in width. The Garrard Road curb cut can be no closer than 200' from intersection and 150' from western boundary of proposed rezoning. No curb cuts on Old West Point Road. Access must be by means of existing private road, Boyd Drive.
3. If the property were to be developed as residential of any density, no driveway curb cuts allowed onto Garrard Road and no driveway curb cuts along Old West Point Road other than by access to existing private road, Boyd Drive.
4. No Mobile Homes shall be placed on the site.
5. No Multi-Family development shall be placed on the site.
6. Rezoning of property contingent upon a lot subdivision within 6 months of rezoning approval.

Attachment 1
RZ 15-03 Aerial



Attachment 2
RZ 15-03 Zoning



Attachment 3



View looking west down Boyd Drive

Attachment 4



View looking northwest at subject property

Attachment 5



View looking east down Garrard Road

Attachment 6
Applicant Report

As Revised by P&Z

MOORE LAW OFFICE

**JOHN STUART MOORE
ATTORNEY AT LAW**

**108 S. LAFAYETTE
POST OFFICE BOX 924
STARKVILLE, MS 39760-0924**

**(662) 323-3784
(662) 323-7740
FAX (662) 324-2262**

June 2, 2015

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

RE: Michael and Gayle Kraker Rezoning - 2.1 acres in the Northeast Quarter of the Northeast Quarter of Section 26, Township 19 North, Range 14 East, Oktibbeha County, Mississippi.

Dear Mr. Sanders:

Background:

Michael and Gayle Kraker purchased the subject property as part of a larger parcel of land on December 11, 2011. The subject property was at the time of purchase, and currently still is, vacant and undeveloped.

Area:

The subject property is a vacant lot consisting of 2.1 acres on the corner of Old West Point Road and East Garrard Road in Starkville. The lot is currently split-zoned as C-1 Business and R-1 Residential Zoning. Property to the North is zoned B-1, C-1, and R-1, with the B-1 property being a vacant lot, and the remainder being residential in use. Property to the South is zoned R-E, and is residential in use. Property to the East is C-1, and is commercial in use. Property to the West is zoned R-1, and is residential in use.

Rezoning Request:

Michael and Gayle Kraker are requesting to rezone the subject property, which is currently subject to split zoning, so that the entire parcel will be classified as one zoning type. Currently the property is zoned both C-1 Business and R-1 Residential Zoning. Michael and Gayle Kraker are requesting that the subject property be rezoned to a B-1 Buffer Zone to allow for them to develop the subject property as a uniform parcel to meet the changing needs of the surrounding neighborhood.

Under the City of Starkville's Permitted and Conditional Use Chart, a B-1 zoning district would allow Michael and Gayle Kraker the ability to explore residential options as well as restricted commercial options for developing the subject property. According to the City of Starkville's Code of Ordinances, the purpose of a B-1 zoning district is to provide a suitable transition between surrounding commercial and residential uses.

The differences between C-1, R-1 and B-1 zones, according to the City of Starkville's Code of Ordinances, Appendix A, Article VII, Sections K, C and J are:

C-1: Sec. K. - C-1 business (local shopping) zoning district regulations.

These [C-1 business (local shopping)] districts are intended to be composed mainly of neighborhood (local) shopping and services facilities that supply the daily household needs of surrounding residential neighborhoods. Often located on one or more arterial streets, these districts are small and are located within convenient walking distance of most of the areas they will serve. To protect surrounding areas certain yard and area standards are required. [The following regulations apply to C-1 districts:]

1. See chart for uses permitted.
2. See chart for uses which may be permitted as an exception.
3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
4. Minimum yard size: Front, 35 feet; rear, 20 feet; side, ten feet, except on a lot adjoining along its side lot line a lot which is in a residential district, there shall be a side yard not less than that required by the residential district.
5. Maximum height of building or structures: 35 feet.
6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.
7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.

R-1: Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - (a) Minimum lot area: 10,000 square feet.
 - (b) Minimum lot width at the building line: 75 feet.
 - (c) Minimum depth of front yard: 30 feet.
 - (d) Minimum depth of rear yard: 35 feet.
 - (e) Minimum width of each side yard: Ten feet.
 - (f) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

B-1: Sec. J. - B-1 buffer district regulations.

These [B-1 buffer] districts are intended to be composed mainly of compatible mixed commercial and residential uses. Although usually located between residential and commercial areas, these districts may in some instances be freestanding in residential areas. Limited commercial uses are permitted that can in this district be compatible with nearby residential uses. The character of the district is protected by requiring that certain yard and area requirements be met. [The following regulations apply to B-1 districts:]

1. See chart for uses permitted.
2. See chart for uses that may be permitted as an exception.
3. Minimum lot size: Residence uses shall meet the minimum standards that are least restrictive for the type residential use proposed in the residential districts listing. There is no minimum lot size for commercial uses except that other yard and parking requirements of the ordinance be met.
4. Required lot area and width, yards, building areas and heights for buffer districts:

- (a) Minimum depth of front yard: 25 feet.
 - (b) Minimum width of side yard: Five feet.
 - (c) Minimum depth of rear yard: 20 feet.
 - (d) Maximum height of structure: 45 feet.
5. Off-street parking requirements: Off-street parking is as required in article VIII of this ordinance.

Rezoning Criteria:

The official zoning map of Starkville may be amended either when there is manifest error in the ordinance and/or if there has been a change in the conditions of an existing area according to Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A of the City of Starkville's Code of Ordinances. As definite proof that there has been an error in either the ordinance or zoning map cannot be provided at this time, Michael and Gayle Kraker are requesting for the subject property to be rezoned based on changed or changing conditions in the existing area, or in the planning area generally, and the increasing need for a transitional area to serve as a buffer between the surrounding commercial and residential properties that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth, as well as the specific evidence as outlined below.

Zoning Changes:

Recent zoning changes in the surrounding area include:

- February 2005: David Cork, Margaret Cork Smith, and Beth Cork obtained a rezoning of their property located in the Southeast Corner of the intersection of Pat Station Road and Highway 12 Extended from R-1 to C-2. (This property is located at the same intersection as the subject property.)
- February 2007: Federal Land Bank received approval for a zoning change from R-1 to C-2 for the property located on Highway 12 Extended.
- February 2008: Dr. Walt Starr was granted a conditional use to allow an residential use in a C-2 zoning district located at 974 Highway 12 Extended.
- October 2011: The property now known as The Cottages at Creekside on East Garrard Road was rezoned from R-1 to PUD.
- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the Campus Haven Apartments project or RZ 13-06, was rezoned from R-1 to B-1.
- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the 300 Traditions project or RZ 13-07, was rezoned from

R-1 to B-1.
October 2013: Thad Cochran Research Park Property rezoned from R-1 to B-1 to allow for construction of C-Spire data center.
December 2014: Jenny Garrard Sherman and Glenda Garrard Massey's property located on Highway 389 in front of Plantation Homes Subdivision was rezoned from R-E to C-2.
May 2015: Providence Hill, LLC's property, located North of the Subject Property, was rezoned from a split zone of R-1 and C-1 to B-1.

Changed Conditions:

Most significantly, on May 5, 2015, the Board of Alderman unanimously approved to rezone the parcel of land immediately North and adjacent to the subject property owned by Providence Hill, LLC based on a change in the neighborhood and that there was a public need for the rezoning. The Planning and Zoning Commission had previously voted unanimously to approve the proposed rezoning, and City Staff also recommended that the Providence Hill, LLC property be rezoned. The evidence and set of facts considered by the Board of Alderman and the Planning and Zoning Commission in the Providence Hill, LLC rezoning are nearly identical to the facts and evidence that support Michael and Gayle Kraker's request to rezone the subject property and are detailed herein.

Furthermore, the area surrounding the subject property has seen a drastic change since construction of the Highway 12 East Extended highway. As evidenced by the above mentioned zoning changes, the City has seen the need to create buffer zones between the abutting commercial and residential uses along Highway 12 East Extended. Recent construction and zoning changes demonstrate that the Highway 12 East Extended corridor and surrounding areas are being developed as a mixed use of residential and commercial properties.

Additionally, now that East Garrard Road has been resurfaced, there has been a greater interest in developing the North side of town. In a Staff Report dated August 3, 2011, which considered the rezoning of the property now known as "The Cottages at Creekside", City Planner Ben Griffith stated that, "The construction of East Garrard Road, which provides a major east-west roadway connector on the north side of town, is a significant and long-anticipated change in area conditions." The Cottages at Creekside is now a thriving pocket neighborhood consisting of seven completed homes, with nearly all of the completed homes sold and occupied, and with eight more homes currently under construction, three of which are under contract, due to a high demand.

As construction along Highway 12 East Extended, Old West Point Road and East Garrard Road continues, there will be an increased need for the types of development a B-1 zoning classification would allow to be constructed on the subject property if it is rezoned.

Land Use Compatibility:

The proposed rezoning from a split zone of R-1 and C-1 to a consistent B-1 zone would allow an increased number of land uses which would be compatible as buffering with the existing R-1 and C-1 zoning and other existing land uses in the vicinity.

Although a B-1 Buffer Zone would allow for the construction of multi-family, 3 and 4 family, and 2 family housing or mobile home development, Michael and Gayle Kraker are willing to self-impose a condition that these uses be prohibited on the subject property. Michael and Gayle Kraker are hoping to develop the subject property in a manner that will provide a natural transition between the commercial and residential properties surrounding it.

Effect on Neighborhood:

A B-1 Buffer Zone is essentially equivalent to a C-1 Commercial zone, but would also allow for single-family residential construction. Michael and Gayle Kraker are seeking a B-1 Buffer Zone instead of a C-1 Commercial zone for just this reason. Their intent is to find and develop a use that is compatible with both the residential and commercial characteristics of the area. Michael and Gayle Kraker have made an obvious effort to ease the transition for the property's residential neighbors by seeking a B-1 zoning classification and by self-imposing the condition that no multi-family or mobile home residences will be constructed.

Furthermore, as intended by the City of Starkville's Code of Ordinances, a B-1 Buffer Zone is a natural buffer between surrounding commercial properties and residential properties. It offers a natural progression from commercial to residential properties, with no foreseeable downside for either commercial or residential property owners.

Moreover, on April 7, 2015 the Board of Alderman approved the installation of an all-way stop at the intersection of Old West Point Road and Garrard Road. Thus, any future development of the subject property by Michael and Gayle Kraker should not have any negative effects on the traffic flow in the neighborhood as the all-way stop will require motorists to travel at a slower rate of speed directly in front of the subject property.

On a more personal level, Michael and Gayle Kraker are the owners / developers of The Cottages at Creekside located on East Garrard Road. Due to the fact that whatever type of development they choose to construct on the subject property will have a direct impact on the homes in The Cottages at Creekside, it is in Michael and Gayle Kraker's best interest to develop the property in a manner that is cohesive with the neighborhood and surrounding area, and in a manner that will increase property values. This point in particular should ease the concerns of current property owners as Michael and Gayle Kraker are

approaching this rezoning and future development through the eyes of property owners as well as developers.

Economic Effects:

The taxable value of the subject property, which is currently undeveloped, would significantly increase, adding to the City's tax base. Additionally, jobs and revenue will be created for the local community once construction begins.

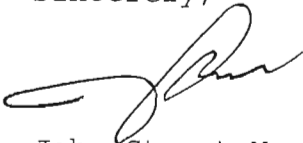
Conclusion:

The subject property needs to be rezoned to allow Michael and Gayle Kraker to successfully develop it. As the property currently is split-zoned as C-1 and R-1, it handicaps Michael and Gayle Kraker from utilizing the entire parcel in a uniform manner. The use of a B-1 Buffer Zone would be a logical transition area as the subject property is surrounded by C-1, R-1, and R-E zones.

As demonstrated herein, a change has occurred in the conditions surrounding the existing area. There is a need for a transitional area that makes the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Based on the information included in this letter, along with further information to be presented at the public hearing, I am respectfully requesting, on behalf of my clients, that the property located on the corner of Old West Point Road and East Garrard Road be rezoned from C-1 Business and R-1 Residential Zoning to a B-1 Buffer Zone.

Sincerely,

A handwritten signature in black ink, appearing to read "John Stuart Moore", written in a cursive style.

John Stuart Moore

STARKVILLE, MISSISSIPPI

[illegible]

SCHEMATIC

STARKVILLE, MISSISSIPPI


 Call now toll free
 811-7-REPAIR
 Washington Field Office
 4000-27-6477
 Criminal Justice Unit, P.O. Box 300
 Washington, D.C. 20001-0300

McGraw-Hill Construction Information Group
 1221 Avenue of the Americas, New York, NY 10020-1396
 Tel: 212/512-2000 Fax: 212/512-2001
 E-mail: mcgraw-hill@mcgraw-hill.com
 Web: www.mcgraw-hill.com
 Copyright © 2000 McGraw-Hill, a division of The McGraw-Hill Companies, Inc.
 All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without prior written permission from McGraw-Hill, Inc.

Repper
Surrevine
M. Apping

Commence at the intersection of the north boundary of the southwest quarter of Section 26, Township 19 North, Range 14 East, Oktibbeha County, Mississippi and the east right of way of North Montgomery Street and run South 89 degrees 49 minutes East for a distance of 1916.60 feet; thence North 00 degrees 17 minutes East for a distance of 99.85 feet to an iron pin found; thence North 00 degrees 17 minutes East along an old fence for a distance of 758.38 feet to an iron pin found; thence South 75 degrees 09 minutes East for a distance of 780.15 feet to an iron pin found; thence South 85 degrees 56 minutes East for a distance of 437.33 feet to an iron pin found; thence South 09 degrees 45 minutes West for a distance of 262.00 feet to an iron pin found at the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING run South 81 degrees 00 minutes East for a distance of 217.86 feet to an iron pin found; thence South 81 degrees 00 minutes East for a distance of 385.71 feet to an iron pin found on the west right of way of Old West Point Road; thence South 25 degrees 10 minutes West along the said west right of way for a distance of 130.99 feet to an iron pin found; thence North 82 degrees 15 minutes West for a distance of 199.80 feet to an iron pin found at the beginning of a curve to the left having a radius of 499.49 feet and being subtended by a chord bearing South 86 degrees 39 minutes West for a distance of 202.22 feet; thence along said curve for a distance of 203.63 feet to an iron pin found at the beginning of a curve to the right having a radius of 1538.01 feet and being subtended by a chord bearing South 77 degrees 41 minutes West for a distance of 185.60 feet; thence along said curve for a distance of 185.71 feet; thence North 09 degrees 45 minutes East for distance of 240.92 feet to the POINT OF BEGINNING. Said parcel being located in the northeast quarter of the northeast quarter of Section 26, Township 19 North, Range 14 East, Oktibbeha County, Mississippi and contains 2.1 acres, plus or minus.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: XL.B.2.g
AGENDA DATE: 07/07/2015
PAGE: 1 of

SUBJECT: A Special Event request by Anita Lindsey Bush for the Fourth Annual Starkville Community Day. The Applicant has stated that the purpose Starkville Community Day is raise money and promote domestic violence prevention on July 18, 2015, 10:00 AM to 10:00 PM.

AMOUNT & SOURCE OF FUNDING: The estimated cost to the City is \$3,165 with the funding being indirectly associated with the cost of city services from various departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 1,500.00
Sanitation	\$ 1,065.00
Parks	\$ 300.00
Fire	\$ 300.00
TOTAL	\$ 3,165.00

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: Staff recommends the following condition be place on a possible approval:

- 1.) Proof of insurance provided no later than Tuesday, July 14, 2015.

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

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

ADDITIONAL INFORMATION: N/A

SUGGESTED MOTION: "MOVE APPROVAL OF THE STARKVILLE COMMUNITY DAY 2015 EVENT AND INKIND SERVICES WITH CONDITION."

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>Anita Lindsey Bush</u>		Organization Name <u>Starkville Community Day</u>	
Address <u>185- Pecan acers</u>		City <u>Starkville</u>	State <u>MS</u>
E-Mail Address <u>anita.lindsey@gmail.com</u>		Web Site Address	
Telephone Number <u>662-648-7171</u>	Facsimile	Mobile Number <u>662-648-7171</u>	Pager Number
Type of Organization ☐ Individual ☐ Charitable ☐ For Profit Organization		☒ Non-Profit Organization (501.C3 Tax Identification # <u>45-5217667</u> ☐ Other	
On-Site Contact		Mobile Number for On-Site Contact	

EVENT INFORMATION

Event Name <u>4th Annual Starkville Community Day</u>		Event Date(s) <u>July 18, 2015</u>	Time <u>10:00 AM 10:00 PM</u>
Type of Event: (check all that apply)	☐ Carnival ☐ Concert/Performance ☐ Festival ☐ Professional Filming	☐ Fundraiser ☐ Parade ☐ Private Gathering ☐ Reception	☐ Run/Walk ☐ Sports/Recreational ☒ Other
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>July 19, 2014</u> What was past attendance? <u>5000</u>	
Is this event open to the public? ☒ Yes ☐ No	Admission/Entry Fee <u>Free</u>	Estimated Total Budget <u>5500</u>	
Proposed Area (check all that apply)	☐ Cotton District ☐ Main Street ☒ City Park ☐ Other		
Setup: (first item to be loaded in on site) Date: <u>July 17, 2015</u> Time: <u>6:00 PM (vendors)</u>	Teardown: (last item removed) Date: <u>July 18, 2015</u> Time: <u>10:00 PM</u>	Estimated Attendance Participants: <u>7500</u> Spectators: <u>8000</u> Estimated Hotel Rooms: <u>6</u>	
Known Current Sponsor(s)		Beneficiary(ies)	

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☒ Yes ☐ No	If Yes, provide the following: ☐ Recorded Music ☒ Live Music ☐ Other (please describe)
--	--

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 (check all that apply) ☒ Gas ☒ Electric ☐ Charcoal ☐ Other _____

Does the event propose closing, blocking or using public streets? ☒ Yes ☐ No	Street:	Closing Day/Time	Opening Day/Time
If yes, a road closure plan complete with barricades and signage shall be submitted.	☐ Main Street/University	_____	_____
	☐ Russell Street	_____	_____
	☒ Other <u>W Mosley</u>	<u>July 18 10:00 PM</u>	<u>July 18 10:00 AM</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 <u>Hardy Man Rental</u>
Other Requirements? ☐ Yes ☐ No	Number of: <u>2</u> Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks
Explain	

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

Trash Collection	☒ Yes ☐ No	Requirements:	
Street Sweeper	☒ Yes ☐ No	Sanitation Dept.	
Extra Pickups	☒ Yes ☐ No	Number of Workers 3	Hours 4

Electrical Services	☒ Yes ☐ No	Requirements:	
*Event must use a licensed electrician			
		Supplemental Equipment	☐ Generator(s) # _____
			☒ 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:	
		Company	
		Contact Name	Phone

Climate Control	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Type (check all that apply)	☐ Fan (pedestal, box, etc.)
			☐ 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

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

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):

INSURANCE INFORMATION (Proof of insurance required within 30 days of event)

Name of Insurance Agency <i>Reynold Insurance</i>		
Name of Insurance Agent <i>Chuck Shr</i>		
Address <i>307 B university Dr</i>		
City <i>Starkville</i>	State <i>Ms</i>	Zip <i>39759</i>
Phone <i>323-5550</i>	Fax	Policy#

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

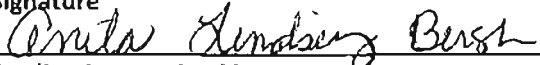
Fax: (662) 323-4143

REFERENCES (For first time event or out of town applicants or as required)

Contact Name 	Contact Name
Company	Company
Telephone #	Telephone #
Relationship	Relationship

Contact Name	Contact Name
Company	Company
Telephone #	Telephone #
Relationship	Relationship

** Lack of Reference is not Grounds for Denial of Application.*

Signature 	Date: 6-16-2015
Application received by:	Date:

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

Promoter / Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter / Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

CHECKLIST

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Starkville)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

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:

Antia Lindsey Bush (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 fails 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
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

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: Antia Lindsey Bush

TITLE: Chair Committee & President Starkville Community Day

ATTEST:

BY: _____

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>Anita Lindsey Bush</i>		Organization Name <i>Mad Mad Mothers against Domestic Violence</i>	
Address <i>185- Pecan Acres</i>	City <i>Starkville</i>	State <i>MS</i>	Zip <i>39759</i>
E-Mail Address <i>anitalndsey34@gmail.com</i>		Web Site Address	
Telephone Number	Facsimile	Mobile Number <i>662-648-7171</i>	
Type of Organization ☐ Charitable ☒ Non-profit organization (501.C3 Tax Identification # _____) ☐ Other			

EVENT INFORMATION

Event Name <i>4th Annual Starkville Comm</i>	Event Date(s) <i>July 18, 2015</i>	Event Time <i>10:00 Am - 10:00 pm</i>
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: <i>Police Department, Sanitation Dept, Fire Dept, Parks & Recreation, & Starkville Electric</i> Funding request in dollars: <i>0</i>		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

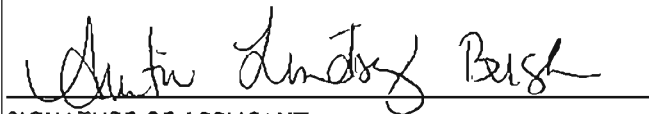
Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

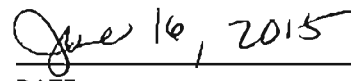
Radio	☒ Yes	☐ No
Television	☐ Yes	☐ No
Print Ads	☐ Yes	☐ No
Press Release	☒ Yes	☐ No
Fliers/Posters	☒ Yes	☐ No
Direct Mail	☐ Yes	☐ No
Billboards	☐ Yes	☐ No
Other	☐ Yes	☐ No

Explain:

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 aide 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 APPLICANT



DATE

SPONSORSHIP REQUEST

The City of Starkville shall consider Event sponsorship opportunities on a case-by-case basis. To be considered for such funds, Promoter shall submit the completed Sponsorship application at the time the Event application is submitted to the Building Department. The Committee shall review the request and make a recommendation to the Board of Aldermen for its approval within 30 days after the application is received. All sponsorship applications must be submitted to the Board of Aldermen for approval. In making its recommendation, the Committee shall consider whether the event will promote the City of Starkville in a positive light, and whether the event is likely to attract tourists and have a positive economic impact on the City. The Board of Aldermen will authorize any requested sponsorships whether as in-kind services and/or financial requests by the promoter from the City. Sponsorship approval by the Board of Aldermen commits the promoter / applicant to provide sponsorship credit to the City of Starkville in all promotional materials to the level of the value of the in-kind services and any financial aid.

APPLICATION PROCEDURES

All Special Events held in the City of Starkville are required to be conducted and held pursuant to a Special Event Permit issued through the Building Department. The following guidelines apply to any Special Events seeking financial in-kind services from the City of Starkville.

1. A Promoter desiring to apply for a Permit shall contact the Building department to provide requested dates for the desired Special Event. Subject to the terms of these guidelines, an event returning to the City for a successive year may be given priority consideration for the same time period in which it was held in the previous year(s).
2. A Special Event Application form must be completed and submitted to the Building Department/Special Event Committee no less than 120 days prior to the proposed event; however, the Promoter is encouraged to submit the application at least 180 days prior to the proposed event to allow for ample planning time. The Special Event Committee may waive the 120-day requirement if the application is complete and can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the Permit. For the expedited process, the City assumes that the Promoter/Applicant has met the majority of requirements in the application to the best of their ability and knowledge. The Special Event Committee will meet within 10 (ten) working days of the submission of the application for the special event. The application shall contain the following information (all such information is public information subject to the Public Information Act and other applicable laws):
 - a) Application Information – Applicant Name, Organization Name, Type of Organization (including a representation that the Applicant and organization are in good standing under the laws of the State of Mississippi and the United States), Address, City, State, Zip Code, E-Mail Address, Web Site Address, Telephone Number, Facsimile Number, Mobile Phone Number, Pager Number, On-site Contact and Mobile Phone Number of On-Site Contact.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 7/7/2015
PAGE: 1 of 1**

SUBJECT: REQUEST APPROVAL OF VOLKERT ENGINEERING FOR ENGINEERING SERVICES AS PART OF THE LOUISVILLE STREET TAP PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT AND RELATED PAPERWORK IN ACCORDANCE WITH THE MDOT LPA MANUAL AND THE MDOT SMALL PURCHASES CONTRACT PROCEDURE.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering and Streets

**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>
---------------	---------------------------

STAFF RECOMMENDATION:

Staff Recommends APPROVAL

The City received a TAP grant for a multi-use path to extend on Louisville street from Lynn Lane to Emerson School. The City has previously activated the project and approved a MOU with MDOT. The next step in the process is to approve a consultant to begin the surveying, design, and construction plans per MDOT procedures.

Volkert Engineering is a very capable firm and is knowledgeable about the project and the MDOT LPA process and has good relationships with the LPA Engineer and the MDOT District 1 personnel.

Suggested Motion: MOVE APPROVAL OF VOLKERT ENGINEERING FOR ENGINEERING SERVICES AS PART OF THE LOUISVILLE STREET TAP PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT AND RELATED PAPERWORK IN ACCORDANCE WITH THE MDOT LPA MANUAL AND THE MDOT SMALL PURCHASES CONTRACT PROCEDURE.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 7/7/2015
PAGE: 1 of 1**

SUBJECT: REQUEST AUTHORIZATION FOR ACCEPT GREG WALL OF HELENA CHEMICAL, THE LOW QUOTE, TO PROCEED WITH A SINGLE DITCH SPRAYING AND MAINTENANCE TREATMENT FOR 2015 IN AN AMOUNT OF \$9690.

AMOUNT & SOURCE OF FUNDING:

SPLIT BETWEEN COMMUNITY DEVELOPMENT DEPARTMENT, STREET DEPARTMENT AND ADDITIONAL CAPITAL FUNDING

FISCAL NOTE:

REQUESTING

DEPARTMENT: Engineering and Streets

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:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION:

Staff Recommends APPROVAL

The Engineering Department prepared a RFP for ditch spraying for the City maintained primary drainage-ways throughout the City in 2014. In that RFP, it specified that the submitted quotes would be in effect for three years. During that advertisement, we received two quotes with Mr. Greg Wall of Helena Chemical being the low quote. This proposal will be to spray the areas indicated in the map attached for a single application at a cost of \$9690.

Attached is the map of the ditch spraying areas.

Suggested Motion: AUTHORIZATION FOR ACCEPT GREG WALL OF HELENA CHEMICAL, THE LOW QUOTE, TO PROCEED WITH A SINGLE DITCH SPRAYING AND MAINTENANCE TREATMENT FOR 2015 IN AN AMOUNT OF \$9690.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 7/7/2015
PAGE: 1 of 1**

SUBJECT: REQUEST ACCEPTANCE OF THE QUOTE FROM HESTER CONSTRUCTION TO INSTALL A SIDEWALK ALONG HIGHWAY 182 FROM OLD WEST POINT ROAD AS AN EXTENSION OF THE HWY 182 PEDESTRIAN IMPROVEMENT PROEJCT IN AN AMOUNT OF \$6198.75.

AMOUNT & SOURCE OF FUNDING:

SPLIT BETWEEN WARD 4 AND WARD 5 DISCRETIONARY FUNDS (APPROX. \$3100 EACH WARD)

FISCAL NOTE:

REQUESTING

DEPARTMENT: Engineering and Streets

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:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION:

Staff Recommends APPROVAL

The Ward 4 and Ward 5 Aldermen have agreed to pursue a joint pedestrian improvement project along Highway 182. This project is a continuation of the recently completed pedestrian improvements on Hwy 182 by MDOT and entails construction of a sidewalk along the south side of Hwy 182 from Old West point road in a easterly direction to an existing asphalt shoulder. This asphalt shoulder will be appropriately striped and separated per MDOT standards to Nash Street and Herbert Street with opportunities to continue eastward in the future.

This phase of the project involves the construction of the 5' concrete sidewalk and ADA ramp.

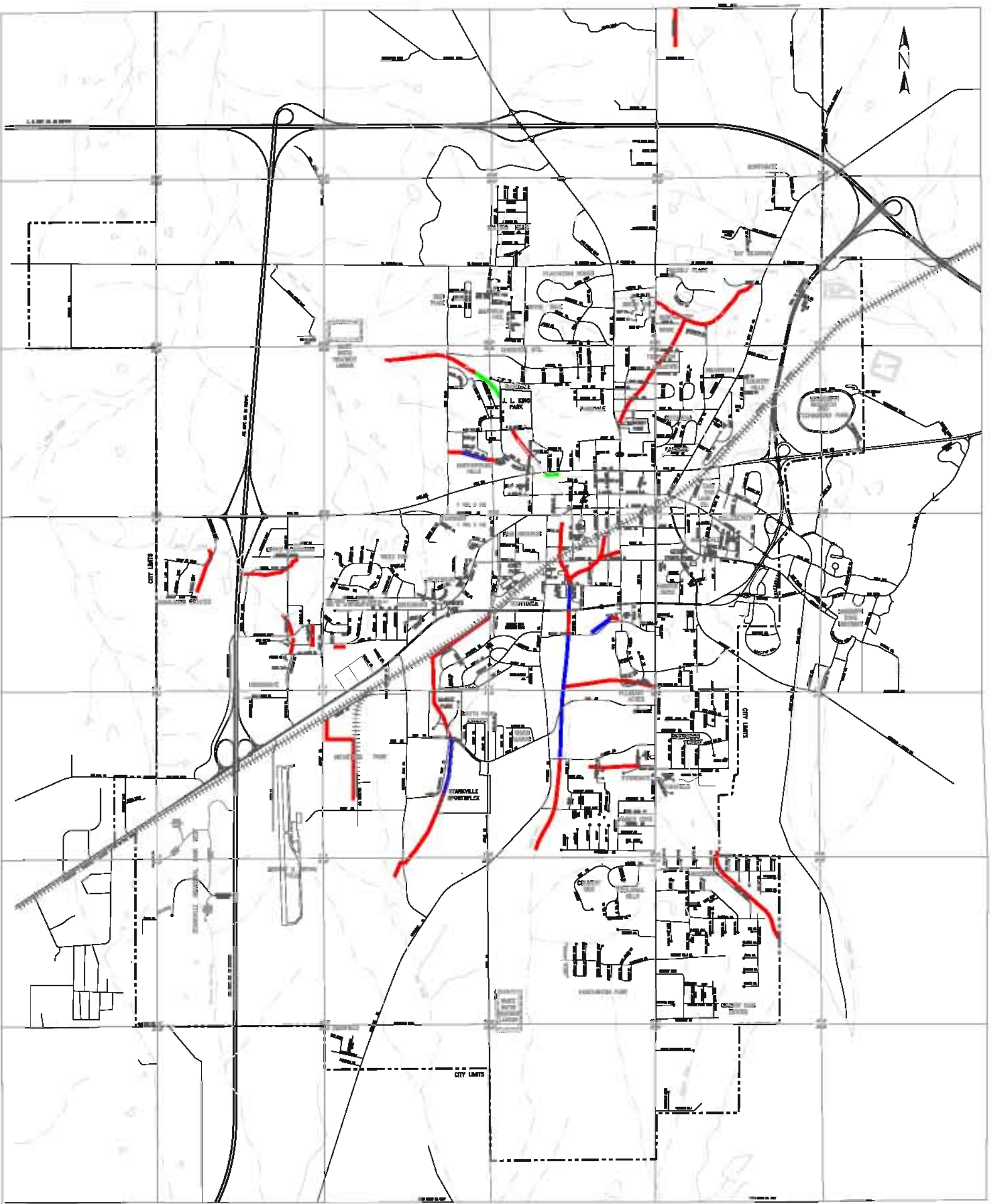
We received two quotes:

Hester Construction: \$6198.75

Groundstone Construction: \$11,745.00

Attached is the map of the proposed project.

Suggested Motion: ACCEPTANCE OF THE QUOTE FROM HESTER CONSTRUCTION TO INSTALL A SIDEWALK ALONG HIGHWAY 182 FROM OLD WEST POINT ROAD AS AN EXTENSION OF THE HWY 182 PEDESTRIAN IMPROVEMENT PROJECT IN AN AMOUNT OF \$6198.75



QUANTITIES	
TYPE	TYPE
ROCK	0.30 MI.
NATURAL/UNIMPROVED	8.95 MI.
EROSION MATTING	1.65 MI.

LEGEND	
TYPE	LINE
RIP/RAP	—
NATURAL/UNIMPROVED	—
EROSION MATTING	—

DATE: 07.28.2014
DESIGNED BY: ECK
DRAWN BY: ECK
CHECKED BY: ECK
SCALE: AS SHOWN
PROJECT #00000
SHEET NUMBER
C1.0

REMARKS:

HERBICIDE APPLICATION
DITCHES & DRAINAGE CANALS
STARKVILLE, MS



HISTORIC STARKVILLE
MISSISSIPPI'S OLDEST TOWN
THE CITY OF STARKVILLE - ENGINEERING DEPT.
101 E. Linskin Street, Starkville, MS 39759
P 662-323-0220 F 662-323-4143



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 7/7/2015
PAGE: 1 of 1**

SUBJECT: REQUEST APPROVAL FOR EDWARD KEMP TO ATTEND THE BROWNFIELD COMMUNITY INVOLVEMENT WORKSHOP IN ATLANTA, GA WHICH IS 100% REIMBURSABLE BY THE BROWNFIELD GRANT WITH ADVANCE TRAVEL REQUESTED.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering and Streets

**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>
---------------	---------------------------

STAFF RECOMMENDATION:

Staff Recommends APPROVAL

The City has been encouraged by EPA Brownfield staff to attend this workshop in Atlanta. This workshop focuses on providing better opportunities for community involvement, especially the underserved populations of the community, for all EPA funded projects.

As the City prepares to apply for future EPA projects, it would be beneficial to have representation at this workshop.

Suggested Motion: MOVE APPROVAL FOR EDWARD KEMP TO ATTEND THE BROWNFIELD COMMUNITY INVOLVEMENT WORKSHOP IN ATLANTA, GA WHICH IS 100% REIMBURSABLE BY THE BROWNFIELD GRANT WITH ADVANCE TRAVEL REQUESTED.



2015 Community Involvement Training Conference



The U.S. Environmental Protection Agency's (EPA) 14th Community Involvement Training Conference will be held August 4 - 6, 2015, in Atlanta, Georgia.

This dynamic conference brings together more than 450 people from EPA and the Agency's partners and stakeholders who plan and implement environmental community involvement, partnership, stewardship, outreach, and education programs.

This three-day conference features plenary sessions with guest speakers, topical discussions, multiple 90-minute information sessions, and dozens of engaging and interactive 3-, 4-, and 7-hour training sessions. The conference also includes field trips demonstrating the power of effective community involvement and cooperative conservation efforts in the Atlanta area, an eco café, exhibits, and networking opportunities.

What's Happening and When?

- Early June 2015 — Conference [registration](#) is now open
- July 3, 2015 — [Hotel room block](#) at the Sheraton closes
- July 22, 2015 — Registration closes
- August 4-6, 2015 — Community Involvement Training Conference in Atlanta, GA

Ways to Participate in the 2015 EPA Community Involvement Training Conference

You can participate in the 2015 EPA Community Involvement Training Conference in numerous ways, including:

- **Attend the conference.** Registration is open until July 22, 2015. If you have any questions, please contact [Catherine Sims](#), [Conference Coordinator](#) with EMS.
- **Display an exhibit.** Share information about your community involvement and outreach projects and programs by displaying an exhibit or a station in the Eco Café. Please visit the [Eco Café and Exhibits](#) page for more information.

What's New?

- Registration is now open! [Click here](#) to register to attend the training conference in Atlanta.
- If you cannot attend in person, [click here](#) to register for the online streaming sessions.
- The room block at the Sheraton is now open. Reservations must be made by July 3, 2015, to receive the group rate. [Click here](#) to make reservations.
- There are still slots available for the Eco Café. If you are interested in participating, please visit the [Eco Café](#) page.
- **EPA Registrants:** You must include the 5170 conference code on your travel authorization (TA). To do so, please copy & paste the following italicized text into the '**document detail**' section (in the 'General' tab of the TA) **AND** in the '**enter comments**' section (in the 'Summary' tab of the TA): *FCO Alert: Please use conference code MM275303 for the last 8 characters in the classification code for your office's accounting information when completing the 'Accounting' tab of this TA.*



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 7/7/2015
PAGE: 1 of 1**

SUBJECT: REQUEST APPROVAL OF VOLKERT ENGINEERING FOR ENGINEERING SERVICES AS PART OF THE LOUISVILLE STREET TAP PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT AND RELATED PAPERWORK IN ACCORDANCE WITH THE MDOT LPA MANUAL AND THE MDOT SMALL PURCHASES CONTRACT PROCEDURE.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering and Streets

**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>
---------------	---------------------------

STAFF RECOMMENDATION:

Staff Recommends APPROVAL

The City received a TAP grant for a multi-use path to extend on Louisville street from Lynn Lane to Emerson School. The City has previously activated the project and approved a MOU with MDOT. The next step in the process is to approve a consultant to begin the surveying, design, and construction plans per MDOT procedures.

Volkert Engineering is a very capable firm, is knowledgeable about the project details and the MDOT LPA process and has good relationships with the LPA Engineer and the MDOT District 1 personnel.

Suggested Motion: MOVE APPROVAL OF VOLKERT ENGINEERING FOR ENGINEERING SERVICES AS PART OF THE LOUISVILLE STREET TAP PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT AND RELATED PAPERWORK IN ACCORDANCE WITH THE MDOT LPA MANUAL AND THE MDOT SMALL PURCHASES CONTRACT PROCEDURE.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 7/7/2015
PAGE: 1 of 1**

SUBJECT: REQUEST APPROVAL OF A FORD F-350 CAB AND CHASSIS OFF OF STATE CONTRACT TO REPLACE A 1999 MODEL DUMP TRUCK

AMOUNT & SOURCE OF FUNDING:
001-301-918-805 Machinery and Equipment.

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering and Streets

**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>
---------------	---------------------------

STAFF RECOMMENDATION:

Staff Recommends APPROVAL

This purchase was budgeted as part of the FY 14-15 budget.

This new truck will replace a 25 year old dump truck which is utilized virtually every work day. It is a critical piece of machinery due to its size and versatility. We have been repairing the older dump truck for several years trying to get as much use out of it as possible,; however, it is becoming increasingly difficult to repair as Dodge has stopped making parts for this model truck.

A copy of the state contract is attached.

Suggested Motion: MOVE APPROVAL OF A FORD F-350 CAB AND CHASSIS OFF OF STATE CONTRACT TO REPLACE A 1999 MODEL DUMP TRUCK.



STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Truck, Cab and Chassis, 60 in cab to axle, 1 Ton, Gas

VENDOR: Gray-Daniels Ford

ITEM NO.: 070-4730110-1

MAKE/MODEL Ford F-350 XL

ENGINE: 6.2L Triton V8

PRICE INCLUDING STATE INSPECTION STICKER AND TITLE FEE: **\$22,768.00**

Contract No: 8200014506

E-Mail: cwash@graydaniels.com

Gray Daniels Ford

201 Octavia Drive

Brandon, MS 39042

Cameron Wash

Phone: 601-825-2801

Toll Free: 800-489-3673

Fax: 601-591-2649

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

Black, Red, White, Silver, Gray, Blue, Green

ITEM	OPTION CODE	DEALER COST	OPTION CODE
List optional engines:			
6.7L V8 Diesel	99T	\$7,229	
Air Conditioning	INC	INC	
Braking System, Anti-Lock	INC	INC	
Clock, Digital	INC	INC	
Headliner, Cloth	INC	INC	
Heater	INC	INC	
Trailer Tow Mirrors	INC	INC	
Cooling, Aux Trans Oil	INC	INC	
Transmission 6 Speed Auto	INC	INC	
Vinyl 40/20/40 Split Bench	INC	INC	
Daytime Running Lights	INC	INC	
Cloth 40/20/40 Split Bench	1	\$85	
Speed Control w/Tilt	525	\$200	
Conventional Spare Tire	512	\$299	
Power Windows, Locks, Mirrors	90L	\$763	
Trailer Brake Controller	52B	\$230	
Axle 4:10 Ratio	X4N	\$308	
200 AMP Alternator	67D	\$64	
4x4 Upgrade	F3H	\$2,675	
Skid Plates	41P	\$85	
All Terrain Tires	TBM	\$107	
Dual Alternators	67A	\$324	Req. 99T



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 7/7/2015
PAGE: 1 of 1**

SUBJECT: ACCEPT THE QUOTE FROM GROUNDSTONE CONSTRUCTION TO INSTALL NORTH NASH TRAFFIC CALMING PROJECT IN AN AMOUNT OF \$26,484.40

AMOUNT & SOURCE OF FUNDING:
WARD 4 DISCRETIONARY FUNDS

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering and Streets

**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>
---------------	---------------------------

STAFF RECOMMENDATION:

Staff Recommends APPROVAL

The Engineering Department has been working with the Alderman Walker and the residents of North Nash for several years to develop ideas and concepts which would reduce traffic volume and speed for this roadway. It is a cut through street connecting University Drive and Hwy 182 and is also a neighborhood street and encompasses one of Starkville's Historic neighborhoods.

The attached plan was developed which provides parallel parking on one side of the street, but occasionally alternates the sides. This lane shift, also known as a chicane, is a method utilized for traffic calming and is consistent with NACTO standards.

The City solicited quotes from concrete contractors to construct the first phase of this project which includes the concrete curbing. Future phases will include landscaping in the islands as well as traffic striping.

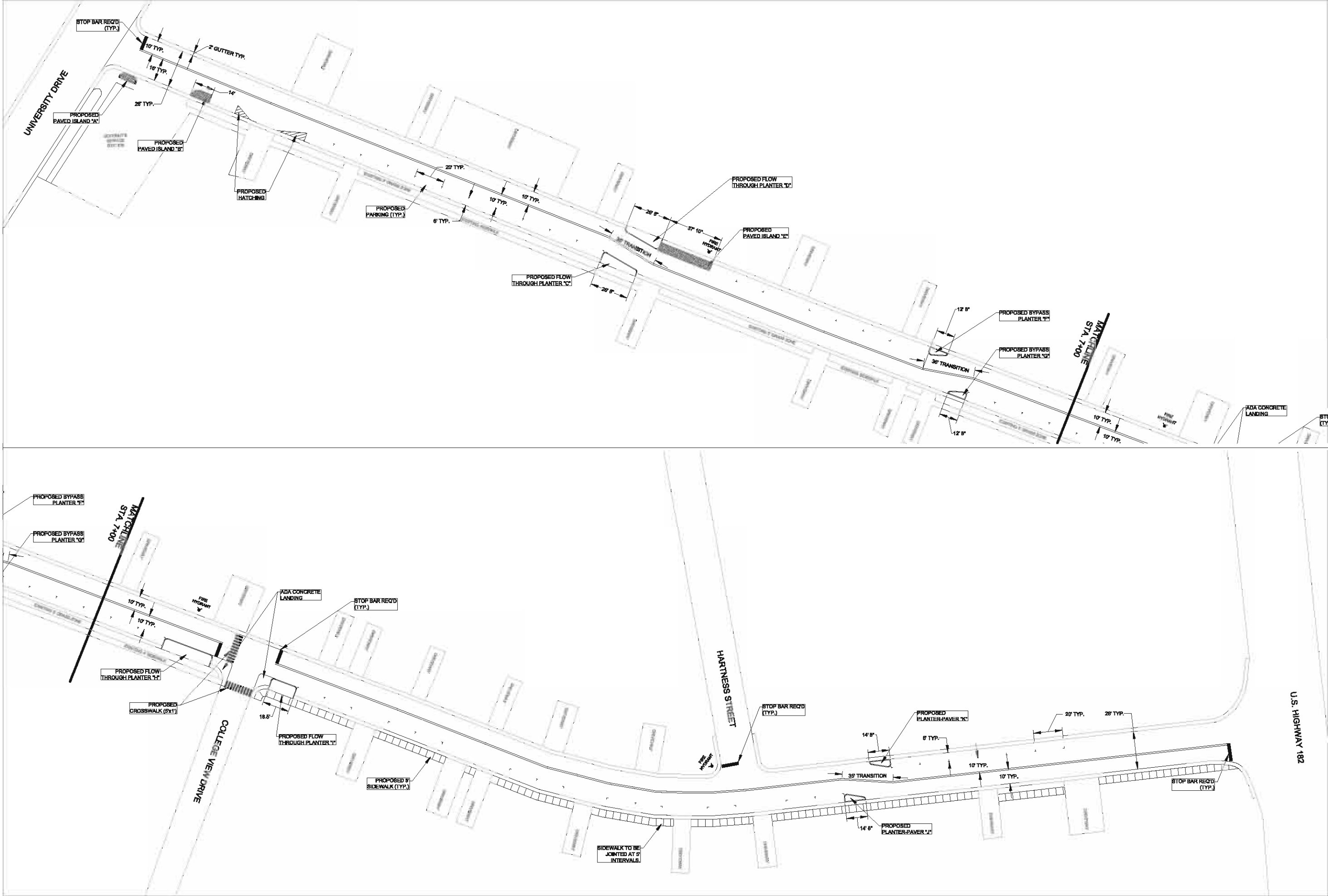
Initially, we received three quotes. The Contractor who initially submitted lowest quote has decided not to pursue the project. The remaining two quotes are:

Groundstone Construction \$24,484.40

Hester Construction: \$27,330.00

Attached is the map of the proposed project.

Suggested Motion: ACCEPTANCE OF THE QUOTE FROM HESTER CONSTRUCTION TO INSTALL A SIDEWALK ALONG HIGHWAY 182 FROM OLD WEST POINT ROAD AS AN EXTENSION OF THE HWY 182 PEDESTRIAN IMPROVEMENT PROJECT IN AN AMOUNT OF \$6198.75



NORTH NASH STREET
CURB EXTENSIONS
STARKVILLE, MS
PROPOSED IMPROVEMENTS

STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE, MISSISSIPPI
101 E. Lumbkin Street, Starkville, MS 39359
P: 662-323-5525 F: 662-323-4143

DATE: 05.08.2018
DESIGNED BY: ECH
DRAWN BY: CHG
CHECKED BY: ELK
SCALE: 1"=40'
PROJECT #
SHEET NUMBER: 15113
C10

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: XI.F.1.
AGENDA DATE JULY 7, 2015

SUBJECT: Claims Docket through July 2, 2015

AMOUNT & SOURCE OF FUNDING: FY 2014-2015 Budget

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING
June 12, 2015 IS \$782,595.70**

This amount includes:

REIMBURSEABLE GRANTS: \$158,417.74

SED CLAIMS DOCKET AMOUNT \$2,730,893.99

TOTAL AMOUNT TO BE PAID \$3,513,489.69

REQUESTING

DIRECTOR'S

DEPARTMENT: City Clerk's Office

AUTHORIZATION: Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: City Clerk, Lesa Hardin

STAFF RECOMMENDATION: Approval of the Claims Docket #07-07-15a for
Claims from all Departments through July 2, 2015 as listed.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
SPORTS CENTER	1327	06/22/2015	PLAQUE	001-000-160-698		06/22/2015	70.00
WAL MART-GENERAL CITY	03428	06/22/2015	RETIREMENT PARTY	001-000-160-698		06/22/2015	158.72
WAL MART-GENERAL CITY	02460	06/22/2015	COMMITTEE SUPPORT	001-000-160-698		06/22/2015	28.69
DELTA.COM	110417950621150	07/01/2015	ACCF11041795 PHONE SYSTEM	001-000-054-208		07/01/2015	72.54
BANKFIRST-VISA PAYMENT	INV0014671	06/30/2015	ENTERPRISE RENTAL CAR	001-000-160-698		06/30/2015	157.51
THE VERANDA	INV0014632	06/29/2015	COMMITTEE SUPPORT	001-000-160-698		06/29/2015	491.00
OCH AMBULANCE SERVICE	INV0014538	06/23/2015	JUNE 2015	001-000-354-612		06/23/2015	2,402.25
BANKFIRST-VISA PAYMENT	23075	06/26/2015	EMPLOY TEST	001-000-054-205		06/26/2015	200.00
PITNEY BOWES INC- PURCHASE POWER	INV0014626	06/26/2015	PURCHASE POWER	001-000-054-205		06/26/2015	96.51
DOMNA LOTT	INV0014644	06/29/2015	COMMITTEE SUPPORT	001-000-160-698		06/29/2015	28.89
OFFICE OF THE DISTRICT ATTORNEY	INV0014650	06/29/2015	MARCUS DESHAW FELTON	001-000-334-126		06/29/2015	221.00
STARKVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	001-000-054-205		06/30/2015	350.00
MAFES SALES STORE	357384	06/22/2015	COMMITTEE SUPPORT	001-000-160-698		06/22/2015	38.00
MAFES SALES STORE	357385	06/22/2015	COMMITTEE SUPPORT	001-000-160-698		06/22/2015	28.00
NICOLE THORN	INV0014678	07/01/2015	CASH BOND -RETIRED TO FILE-	001-000-149-691		07/01/2015	500.00
ROBERT MACKENZIE	INV0014679	07/01/2015	OVERPAYMENT	001-000-149-691		07/01/2015	225.00
Outstanding Total:							5,068.11
Paid							
CURTIS SKELTON	INV0014499	06/19/2015	OVERPAYMENT ON BOND	001-000-330-135		06/19/2015	35.00
STARKVILLE POLICE DEPT	INV0014500	06/19/2015	RESTITUTION FROM ELLA GANDY	001-000-330-135		06/19/2015	69.99
BANKFIRST-VISA PAYMENT	INV0014505	06/19/2015	FIRE DEPT JOB POSTINGS	001-000-054-205		06/19/2015	495.00
BANKFIRST-VISA PAYMENT	INV0014506	06/19/2015	MONSTER.COM JOB POSTINGS (FIRE DEPT)	001-000-054-205		06/19/2015	385.00
JAMES METHUIN	INV0014614	06/26/2015	TICKET WAS RETIRED TO FILE	001-000-149-691		06/26/2015	239.25
ZACHARY MIXON	INV0014615	06/26/2015	CASE DISMISSED	001-000-149-691		06/26/2015	1,470.25
Paid Total:							2,694.49
Department 000 - UNDESIGNATED Total:							7,762.60

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 100 - BOARD OF ALDERMEN							
Outstanding							
VERIZON WIRELESS	9746651391	06/23/2015	ACCH523561109-00001 PHONE CHARGES	001-100-604-330		06/23/2015	280.07
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-100-604-330		07/02/2015	134.05
Outstanding Total:							414.12
Department 100 - BOARD OF ALDERMEN Total:							414.12
Department: 110 - MUNICIPAL COURT							
Outstanding							
CANON FINANCIAL SERVICES, INC	15016495	06/23/2015	UCORU RENT	001-110-604-330		06/23/2015	46.00
WATERMARK PRINTERS LLC	8894	06/23/2015	MUNICIPAL COURT K#1371 ACCH523561109-00001	001-110-501-200 001-110-604-330		06/23/2015	919.00 142.03
VERIZON WIRELESS	9746651391	06/23/2015	PHONE CHARGES			06/23/2015	
CANON SOLUTIONS AMERIC	925444	06/23/2015	UCORU USAGE	001-110-604-330		06/23/2015	8.54
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACCH8282 41 101 0015619 CHARGES	001-110-604-330		07/01/2015	78.57
REYNOLDS/RENASANT INSURANCE AGENCY	646485	06/26/2015	PAM SIMPSON	001-110-620-370		06/26/2015	175.00
PITNEY BOWES INC- PURCHASE POWER	INV0014626	06/26/2015	PURCHASE POWER	001-110-604-330		06/26/2015	96.50
Outstanding Total:							1,465.64
Department 110 - MUNICIPAL COURT Total:							1,465.64
Department: 120 - MAYORS OFFICE							
Outstanding							
CANON FINANCIAL SERVICES, INC	15016495	06/23/2015	UCORU RENT	001-120-604-330		06/23/2015	46.00
CANON SOLUTIONS AMERIC	928583	06/26/2015	UCO22 -MAINT BASE	001-120-604-330		06/26/2015	5.00
VERIZON WIRELESS	9746651391	06/23/2015	ACCH523561109-00001 PHONE CHARGES	001-120-604-330		06/23/2015	185.16
BANKFIRST-VISA PAYMENT	INV0014539	06/23/2015	FEDEX OVERNIGHT CHARGES	001-120-501-200		06/23/2015	51.50
PETTY CASH VOUCHERS	INV0014541	06/23/2015	MMUL GIFT BASKET	001-120-503-202		06/23/2015	17.64
CANON SOLUTIONS AMERIC	925444	06/23/2015	UCORU USAGE	001-120-604-330		06/23/2015	8.54
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACCH8282 41 101 0015619 CHARGES	001-120-604-330		07/01/2015	78.57
TRI-STARR MUFFLER & BRAKES	190609	06/29/2015	RECHARGE A/C, OIL CHANGE, REPAIRS 04VIC	001-120-630-360		06/29/2015	401.21
PITNEY BOWES INC- PURCHASE POWER	INV0014626	06/26/2015	PURCHASE POWER	001-120-604-330		06/26/2015	96.51
WAL MART-GENERAL CITY	07582	06/30/2015	COMMITTEE SUPPORT	001-120-503-202		06/30/2015	22.48
PETTY CASH VOUCHERS	INV0014654	06/29/2015	ALDERMAN SUPPORT	001-120-503-202		06/29/2015	2.14
CANON SOLUTIONS AMERIC	925774	06/26/2015	UC152- USAGE	001-120-604-330		06/26/2015	85.65

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-120-604-330		07/02/2015	50.00
Paid							Outstanding Total: 1,050.40
BANKFIRST-VISA PAYMENT	INV0014507	06/19/2015	FIRM REGISTRATION MAYOR	001-120-610-350		06/19/2015	125.00
PARKER WISEMAN	INV0014508	06/19/2015	FLIGHT #H5VDQW	001-120-610-350		06/19/2015	775.00
PARKER WISEMAN	INV0014509	06/19/2015	BAGGAGE #H5VDQW	001-120-610-350		06/19/2015	50.00
PARKER WISEMAN	INV0014510	06/19/2015	CAR RENTAL	001-120-610-350		06/19/2015	75.92
PARKER WISEMAN	INV0014511	06/19/2015	#71192664JA189	001-120-610-350		06/19/2015	608.32
PARKER WISEMAN	INV0014512	06/19/2015	HOTEL #811635065613	001-120-610-350		06/19/2015	319.00
PARKER WISEMAN	INV0014513	06/19/2015	PER DIEM MEALS	001-120-610-350		06/19/2015	179.49
			PER DIEM MILEAGE	001-120-610-350			
Paid Total:							2,132.73
Department 123 - IT							
Outstanding							
WAUKAWAY DISTRIBUTORS, INC	CLR0515-48	06/23/2015	MONTHLY COOLER RENT	001-123-691-550		06/23/2015	10.00
ALARM SECURITIES, INC	29915	06/23/2015	SERVICE CALL	001-123-600-300		06/23/2015	138.49
ALARM SECURITIES, INC	29916	07/01/2015	REPLACED BAD PHONE	001-123-600-300		07/01/2015	150.00
CANON FINANCIAL SERVICES, INC	15016496	06/23/2015	UCOYO RENT	001-123-604-330		06/23/2015	35.00
NORTHEAST EXTERMINATION	269090	06/23/2015	CITY HALL	001-123-630-400		06/23/2015	35.00
VERIZON WIRELESS	9746651391	06/23/2015	ACC#523561109-00001	001-123-604-330		06/23/2015	302.07
CANON SOLUTIONS AMERIC	925167	06/23/2015	PHONE CHARGES	001-123-604-330		06/23/2015	56.32
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	UCOYO USAGE	001-123-604-330		07/01/2015	78.57
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	CHARGES	001-123-604-330		07/01/2015	78.57
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACC#8282 41 101 0015619	001-123-604-330		07/01/2015	78.57
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	CHARGES	001-123-604-330		07/01/2015	78.57
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-123-604-330		07/02/2015	39.99
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-123-604-330		07/02/2015	72.03
ALARM SECURITIES, INC	29906	06/23/2015	SERVICE CALL	001-123-600-300		06/23/2015	388.49
ALARM SECURITIES, INC	29927	06/23/2015	SERVICE CALL	001-123-600-300		06/23/2015	389.50
ALARM SECURITIES, INC	29928	06/23/2015	SERVICE CALL	001-123-600-300		06/23/2015	138.49
Outstanding Total:							1,991.09
Department 123 - IT Total:							1,991.09
Department: 142 - CITY CLERKS OFFICE							
Outstanding							
MARKETA OUTLAW	39149	06/23/2015	REIMBURSE RENTAL VAN (MVC)	001-142-600-340		06/23/2015	342.91
Outstanding Total:							342.91

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Paid							
COUNTRY INN	INV0014514	06/19/2015	HOTELS.COM #8064867109186 (Grms @ \$84.74)	001-142-600-340		06/19/2015	508.44
MARKETTA OUTLAW	INV0014515	06/19/2015	2015 MML YOUTH TRACK MEALS	001-142-600-340		06/19/2015	250.00
Paid Total:							758.44
Department 142 - CITY CLERKS OFFICE Total:							1,101.35
Department: 145 - OTHER ADMINISTRATIVE							
Outstanding							
CANON FINANCIAL SERVICES, INC	15016495	06/23/2015	UCORU RENT	001-145-604-330		06/23/2015	46.00
CANON FINANCIAL SERVICES, INC	15016497	06/23/2015	UCL5W RENT	001-145-630-400		06/23/2015	370.00
QUILL CORPORATION	5110016	06/23/2015	OFFICE CHAIR	001-145-501-200		06/23/2015	169.99
VERIZON WIRELESS	9746651391	06/23/2015	ACC#523561109-00001 PHONE CHARGES	001-145-604-330		06/23/2015	40.01
SULLIVAN'S OFFICE SUPPLY, INC.	179630	06/23/2015	OFFICE SUPPLIES	001-145-501-200		06/23/2015	84.36
CANON SOLUTIONS AMERIC	925396	06/23/2015	UCL5W USAGE	001-145-630-400		06/23/2015	83.50
CANON SOLUTIONS AMERIC	925444	06/23/2015	UCORU USAGE	001-145-604-330		06/23/2015	8.54
DELTACOM	110417950621150	07/01/2015	ACC#11041795 PHONE SYSTEM	001-145-630-400		07/01/2015	97.95
SULLIVAN'S OFFICE SUPPLY, INC.	179778	06/26/2015	LABELS	001-145-501-200		06/26/2015	11.49
SULLIVAN'S OFFICE SUPPLY, INC.	179798	06/26/2015	FOLDERS	001-145-501-200		06/26/2015	43.96
LESA HARDIN	INV0014619	06/26/2015	PER DIEM	001-145-610-350		06/26/2015	119.00
PITNEY BOWES INC- PURCHASE POWER	INV0014626	06/26/2015	PURCHASE POWER	001-145-604-330		06/26/2015	96.51
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN.COURT SETTLEMENT	001-145-670-377		06/29/2015	4,427.25
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN.COURT SETTLEMENT	001-145-670-378		06/29/2015	141.25
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN.COURT SETTLEMENT	001-145-670-382		06/29/2015	16,718.00
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN.COURT SETTLEMENT	001-145-670-385		06/29/2015	9,108.50
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN.COURT SETTLEMENT	001-145-670-387		06/29/2015	5,868.73
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN.COURT SETTLEMENT	001-145-670-389		06/29/2015	1,388.25
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN.COURT SETTLEMENT	001-145-670-389		06/29/2015	20.00

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN. COURT SETTLEMENT	001-145-670-391		06/29/2015	713.50
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN. COURT SETTLEMENT	001-145-670-393		06/29/2015	633.50
STATE TREASURER	INV0014645	06/29/2015	MAY 2015 MUN. COURT SETTLEMENT	001-145-670-395		06/29/2015	209.75
M/S DEPT OF PUBLIC SAFETY	INV0014646	06/29/2015	MAY 2015 WIRELESS COMM FEE	001-145-670-386		06/29/2015	3,370.00
Outstanding Total:							43,770.04
Paid							
LESA HARDIN	INV0014617	06/26/2015	REIMBURSE MML 2015 HOTEL ACCOMMODATIONS	001-145-610-350		06/26/2015	366.24
Paid Total:							366.24
Department 145 - OTHER ADMINISTRATIVE Total:							44,136.28
Outstanding							
Department: 159 - BONDING-CITY EMPLOYEES							
REYNOLDS/RENASANT INSURANCE AGENCY	646491	06/26/2015	A WIGELSWORTH	001-159-620-371		06/26/2015	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	646492	06/26/2015	MICHELLE POLK	001-159-620-371		06/26/2015	100.00
Outstanding Total:							275.00
Department 159 - BONDING-CITY EMPLOYEES Total:							275.00
Outstanding							
Department: 169 - LEGAL							
MARK WILLIAMSON	INV0014542	06/23/2015	VS BRANDON WARD	001-169-600-309		06/23/2015	200.00
STEPHANIE MALETTE, ATTORNEY AT LA	INV0014680	07/01/2015	VS. KAMOURRIS TABE	001-169-600-309		07/01/2015	200.00
STEPHANIE MALETTE, ATTORNEY AT LA	INV0014681	07/01/2015	VS. EBONY DOSS	001-169-600-309		07/01/2015	200.00
CHARLES BRUCE BROWN, ATTORNEY	INV0014543	06/23/2015	VS. KENESKA BUSH	001-169-600-309		06/23/2015	200.00
JONES WALKER LLP	INV0014685	07/01/2015	(2.7) BOND COUNSEL	001-169-600-309		07/01/2015	30,500.00
JAY HOWARD HURDLE	INV0014668	06/30/2015	JERI STANFORD	001-169-600-309		06/30/2015	200.00
JAY HOWARD HURDLE	INV0014669	06/30/2015	VS. TRENT JEFFERSON	001-169-600-309		06/30/2015	200.00
STARKVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	001-169-615-342		06/30/2015	792.42
STARKVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	001-169-615-342		06/30/2015	128.90
MITCHELL, MCNUTT, & SAM, P.A.	INV0014683	07/01/2015	BOND ISSUER COUNSEL	001-169-600-327		07/01/2015	27,000.00
GOVERNMENT CONSULTANTS, INC	INV0014684	07/01/2015	FINANCIAL ADVISOR (2.7)	001-169-600-309		07/01/2015	20,000.00
Outstanding Total:							79,621.32
Department 169 - LEGAL Total:							79,621.32

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 180 - PERSONNEL ADMINISTRATION							
Outstanding							
GNEIL / HR/DIRECT	INV2935444	06/30/2015	EMPLOYMENT APPL	001-180-501-200		06/30/2015	525.05
CANON FINANCIAL SERVICES, INC	15016495	06/23/2015	UCORU RENT	001-180-604-330		06/23/2015	46.00
CANON FINANCIAL SERVICES, INC	15016496	06/23/2015	UCOYO RENT	001-180-604-330		06/23/2015	35.00
CANON SOLUTIONS AMERIC	925167	06/23/2015	UCOYO USAGE	001-180-604-330		06/23/2015	56.31
CANON SOLUTIONS AMERIC	925444	06/23/2015	UCORU USAGE	001-180-604-330		06/23/2015	8.53
PITNEY BOWES INC-	INV/0014626	06/26/2015	PURCHASE POWER	001-180-604-330		06/26/2015	96.51
PURCHASE POWER							
UNISTAR SPARCO COMPUTERS, INC	1227165	06/23/2015	INK	001-180-501-200		06/23/2015	25.27
Outstanding Total:							1,019.67
Department 180 - PERSONNEL ADMINISTRATION Total:							1,019.67
Department: 190 - CITY PLANNER							
Outstanding							
RU YOUNG	INV777072	06/23/2015	#M-RM0850 SERVICE CALL #M4621	001-190-630-401		06/23/2015	156.25
PROGRAPHICS, INC	65195	06/23/2015	COMMUNITY DEV	001-190-607-607		06/23/2015	145.00
CANON FINANCIAL SERVICES, INC	15016496	06/23/2015	UCOYO RENT	001-190-630-401		06/23/2015	35.00
CANON SOLUTIONS AMERIC	925167	06/23/2015	UCOYO USAGE	001-190-630-401		06/23/2015	56.31
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACC#8282 41 101 0015619 CHARGES	001-190-604-330		07/01/2015	78.57
PITNEY BOWES INC- PURCHASE POWER	INV0014626	06/26/2015	PURCHASE POWER	001-190-604-330		06/26/2015	96.51
STARVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	001-190-604-330		06/30/2015	51.52
STARVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	001-190-604-330		06/30/2015	326.40
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-190-604-330		07/02/2015	304.10
RICOH AMERICAS CORP.	94868681	06/23/2015	COPIER RENT #C10064756	001-190-630-401		06/23/2015	166.00
Outstanding Total:							1,415.66
Department 190 - CITY PLANNER Total:							1,415.66
Department: 192 - GENERAL GOVERN BLDG & PLANT							
Outstanding							
ATMOS ENERGY	INV0014528	06/23/2015	#301272728 CITY HALL	001-192-625-380		06/23/2015	42.12
CINTAS	215813694	06/23/2015	CITY HALL	001-192-535-233		06/23/2015	25.84
STARVILLE ELECTRIC	INV0014674	07/01/2015	SEO BILLS BY DEPT	001-192-625-380		07/01/2015	2,600.81
CINTAS	215815381	07/01/2015	CITY HALL	001-192-535-233		07/01/2015	25.84
CINTAS	215817019	07/01/2015	CITY HALL	001-192-535-233		07/01/2015	25.84
Outstanding Total:							2,720.45
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							2,720.45

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 196 - CEMETERY ADMINISTRATION							
Outstanding							
LESLIE DEAN, RLA	216	06/23/2015	BRUSH ARBOR 6/22/15	001-196-630-402		06/23/2015	400.00
LESLIE DEAN, RLA	232	06/23/2015	ODD FELLOWS (HWY 182)	001-196-630-402		06/23/2015	550.00
			06/19/15				
LESLIE DEAN, RLA	234	06/23/2015	ODD FELLOWS (UNIVERSITY DRIVE) 06/22/15	001-196-630-402		06/23/2015	1,100.00
Outstanding Total:							2,050.00
Department 196 - CEMETERY ADMINISTRATION Total:							2,050.00
Department: 197 - ENGINEERING							
Outstanding							
RJ YOUNG	INV7777072	06/23/2015	#M-RM0850 SERVICE CALL #M4621	001-197-600-308		06/23/2015	156.25
RACKLEY OIL INC.	000408777	06/23/2015	GAS	001-197-525-231		06/23/2015	27.30
CANON FINANCIAL SERVICES, INC	15016495	06/23/2015	UCORU RENT	001-197-604-330		06/23/2015	46.00
CANON FINANCIAL SERVICES, INC	15016496	06/23/2015	UCOYO RENT	001-197-604-330		06/23/2015	35.00
EDWARD KEMP	770272	06/23/2015	REIMBURSE OFFICE SUPPLIE	001-197-501-200		06/23/2015	26.09
CANON SOLUTIONS AMERIC	925167	06/23/2015	UCOYO USAGE	001-197-604-330		06/23/2015	56.31
CANON SOLUTIONS AMERIC	925444	06/23/2015	UCORU USAGE	001-197-604-330		06/23/2015	8.53
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACC48282 41 101 0015619 CHARGES	001-197-604-330		07/01/2015	78.57
PITNEY BOWES INC- PURCHASE POWER	INV0014626	06/26/2015	PURCHASE POWER	001-197-604-330		06/26/2015	96.51
BELL BUILDING SUPPLY, INC	119058	06/29/2015	BLACK SPRAY PAINT	001-197-501-200		06/29/2015	9.98
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-197-604-330		07/02/2015	68.97
Outstanding Total:							609.51
Department 197 - ENGINEERING Total:							609.51
Department: 201 - POLICE DEPARTMENT							
Outstanding							
D'UX'S ALTERATIONS	758965	06/29/2015	ALTERATIONS	001-201-600-300		06/29/2015	227.00
CANON FINANCIAL SERVICES, INC	15016499	06/22/2015	COPIER RENTAL	001-201-635-369		06/22/2015	402.00
LAIRD CLINIC OF FAMILY MEDICINE	403493	06/22/2015	PHYSICAL EXAM	001-201-600-319		06/22/2015	178.00
LAIRD CLINIC OF FAMILY MEDICINE	403495	06/22/2015	PHYSICAL EXAM	001-201-600-319		06/22/2015	178.00
DELL MARKETING L.P.	XJPFWTJ24	06/22/2015	COMPUTER	001-201-556-251		06/22/2015	829.44
RACKLEY OIL INC.	000408922	06/22/2015	GAS	001-201-525-231		06/22/2015	1,922.03
RACKLEY OIL INC.	000408942	06/22/2015	GAS	001-201-525-231		06/22/2015	25.58
ARMY NAVY PAWN SHOP	0064709	06/22/2015	HOLSTER	001-201-556-251		06/22/2015	42.78
UPS STORE 3702	2538	06/29/2015	POSTAGE	001-201-600-300		06/29/2015	13.32

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TRI-STARR MUFFLER & BRAKES	365252	06/22/2015	FREON	001-201-630-360		06/22/2015	43.95
TRI-STARR MUFFLER & BRAKES	365253	06/22/2015	OIL CHANGE /INSTALL REAR BRAKES	001-201-630-360		06/22/2015	103.95
GOODYEAR AUTO SERVICE CENTER FOR EDUCATION & EMPLOYMENT	INV0014672 06977240	06/30/2015 06/29/2015	DESXBOOK ENCYCLOPEDIA TIRES	001-201-630-360 001-201-556-251		06/30/2015 06/29/2015	2,645.64 124.95
R&M TIRES	1102287	06/22/2015	ALIGNMENT	001-201-630-360		06/22/2015	97.50
R&M TIRES	1102289	06/22/2015	MS STATE INSP STICKER	001-201-630-360		06/22/2015	5.00
JR CLEANING INC	1235	06/30/2015	CLEAN/WAX FLOOR	001-201-600-300		06/30/2015	100.00
4-COUNTY ELECTRIC POWER ASSOCIATION	14249	06/23/2015	UTILITIES	001-201-625-380		06/23/2015	149.00
SULLIVAN'S OFFICE SUPPLY, INC.	179523	06/29/2015	OFFICE SUPPLIES	001-201-556-251		06/29/2015	12.98
SULLIVAN'S OFFICE SUPPLY, INC.	179524	06/29/2015	OFFICE SUPPLIES	001-201-556-251		06/29/2015	6.24
UPS STORE 3702	2753	06/22/2015	POSTAGE	001-201-600-300		06/22/2015	15.82
BOB'S MOBILE RADIO	315677	06/22/2015	REPAIR DVW-800	001-201-630-429		06/22/2015	132.00
TRI-STARR MUFFLER & BRAKES	365266	06/22/2015	OIL CHANGE /BATTERY	001-201-630-360		06/22/2015	187.95
VERIZON WIRELESS	9746651391	06/23/2015	ACCHS23561109-00001 PHONE CHARGES	001-201-604-330		06/23/2015	160.04
UNISTAR-SPARCO COMPUTERS, INC	1227387	06/29/2015	36FT ACTIVE CABLE	001-201-556-251		06/29/2015	33.55
SPORTS CENTER	1343	06/22/2015	UNIFORMS	001-201-535-233		06/22/2015	73.00
SULLIVAN'S OFFICE SUPPLY, INC.	179556	06/30/2015	OFFICE SUPPLIES	001-201-556-251		06/30/2015	32.94
BANKFIRST-VISA PAYMENT	28011	06/22/2015	VENT, LENS FOR stop/tail/turn	001-201-556-251		06/22/2015	26.09
AMSTERDAM PRINTING & LITHO	4328619	06/30/2015	CHAMBERLAIN PENS	001-201-556-251		06/30/2015	562.25
OKTIBBEHA COUNTY COOPERATIVE	911625	06/22/2015	BOOTS	001-201-535-233		06/22/2015	99.85
UPS STORE 3702	0744	06/29/2015	POSTAGE	001-201-600-300		06/29/2015	47.81
O'REILLY AUTO PARTS	0997-242261	06/29/2015	PINS & CLIPS	001-201-630-360		06/29/2015	20.97
MAGNOLIA BOTTLED WATER CO	14002	06/22/2015	BOTTLED WATER	001-201-556-251		06/22/2015	75.00
SULLIVAN'S OFFICE SUPPLY, INC.	179590	06/29/2015	OFFICE SUPPLIES	001-201-556-251		06/29/2015	7.98
LIVE WIRE ELECTRIC, LLC	1840	06/29/2015	REPAIR BATHROOM LIGHT	001-201-600-300		06/29/2015	130.69
MID-SOUTH UNIFORM & SUPPLY	533568	06/29/2015	BELT	001-201-535-233		06/29/2015	767.80
BARNEYS OF LAVAYETTE	711569	06/29/2015	CUFF/MAG, 573, GLK 9/40 STX TACTICAL	001-201-556-251		06/29/2015	38.99
STARKVILLE ELECTRIC	INV0014674	07/01/2015	SEO BILLS BY DEPT	001-201-625-380		07/01/2015	2,359.21
RACKLEY OIL INC.	000409402	06/29/2015	GAS	001-201-525-231		06/29/2015	2,189.09

Expense Approval Report

Post Dates: 6/18/2015 - 7/21/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
R&M TIRES	1102348	06/29/2015	ALIGNMENT / INSTALL NEW BRAKES	001-201-630-360		06/29/2015	527.80
SULLIVAN'S OFFICE SUPPLY, INC.	179648	06/28/2015	OFFICE SUPPLIES	001-201-556-251		06/28/2015	65.03
UPS STORE 3702	2979	06/29/2015	POSTAGE	001-201-600-300		06/29/2015	17.63
TRI-STARR MUFFLER & BRAKES	365285	06/29/2015	OIL CHANGE	001-201-630-360		06/29/2015	38.95
TRI-STARR MUFFLER & BRAKES	365287	06/30/2015	OIL CHANGE	001-201-630-360		06/30/2015	38.95
TRI-STARR MUFFLER & BRAKES	365289	06/29/2015	RECHARGE A/C, FREON	001-201-630-360		06/29/2015	126.00
OKTIBBEHA COUNTY COOPERATIVE	912791	06/29/2015	SUPPLIES	001-201-535-233		06/29/2015	79.85
OKTIBBEHA COUNTY COOPERATIVE	912791	06/29/2015	SUPPLIES	001-201-556-251		06/29/2015	22.95
CALEA	INV19096	06/30/2015	FLAG	001-201-556-251		06/30/2015	56.50
CANON SOLUTIONS AMERIC	925380	06/30/2015	UC1BF USAGE	001-201-635-369		06/30/2015	94.06
CANON SOLUTIONS AMERIC	925381	06/30/2015	UC1BG USAGE	001-201-635-369		06/30/2015	79.36
DELTA COM	110417950621150	07/01/2015	ACCH11041795 PHONE SYSTEM	001-201-604-330		07/01/2015	97.00
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACCH8282 41 101 0015619 CHARGES	001-201-604-330		07/01/2015	78.57
WAL MART-GENERAL CITY	03352	06/29/2015	SMART BINS	001-201-556-251		06/29/2015	134.94
WAL MART-GENERAL CITY	06766	06/29/2015	SMART BINS, PADLOCKS, CABLES/LOOPS	001-201-556-251		06/29/2015	163.42
R&M TIRES	1102382	06/29/2015	REPAIR FLAT	001-201-630-360		06/29/2015	15.00
SULLIVAN'S OFFICE SUPPLY, INC.	179649	06/29/2015	OFFICE SUPPLIES	001-201-556-251		06/29/2015	85.94
BASICS, INC. A Trade America Company	19744	06/29/2015	JANITORIAL SUPPLIES	001-201-556-251		06/29/2015	95.05
IVY AUTO PARTS, LLC.	501087	06/30/2015	BATTERY	001-201-630-360		06/30/2015	169.00
PETTY CASH VOUCHERS	INV0014540	06/23/2015	FAST TRACK TTILE -POUCE DEPT.	001-201-691-550		06/23/2015	40.00
STATE TAX COMMISSION	INV0014547	06/23/2015	TAGS FOR POUCE DEPT	001-201-691-550		06/23/2015	12.00
TRI-STARR MUFFLER & BRAKES	323204	06/30/2015	OIL CHANGE	001-201-630-360		06/30/2015	38.95
MID-SOUTH UNIFORM & SUPPLY	532739	06/30/2015	UNIFORMS	001-201-535-233		06/30/2015	454.12
CSPIRE WIRELESS	2009282658	06/30/2015	#6627694427 OTTER BOX	001-201-556-251		06/30/2015	49.95
RACKLEY OIL INC.	000409827	06/30/2015	GAS	001-201-525-231		06/30/2015	2,228.71
TRI-STARR MUFFLER & BRAKES	323205	06/30/2015	OIL CHANGE	001-201-630-360		06/30/2015	51.73
TRI-STARR MUFFLER & BRAKES	323206	06/30/2015	OIL CHANGE	001-201-630-360		06/30/2015	38.95
PITNEY BOWES INC. PURCHASE POWER	INV0014626	06/26/2015	PURCHASE POWER	001-201-604-330		06/26/2015	96.50

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
OREILLY AUTO PARTS	0997-168217	06/29/2015	SUPPLIES	001-201-630-360		06/29/2015	11.49
OREILLY AUTO PARTS	0997-213732	06/29/2015	SUPPLIES	001-201-630-360		06/29/2015	2.99
OREILLY AUTO PARTS	0997-226995	06/29/2015	SUPPLIES	001-201-630-360		06/29/2015	3.99
OREILLY AUTO PARTS	PCW69185-2	06/29/2015	OVERPAYMENT	001-201-630-360		06/29/2015	-14.19
OREILLY AUTO PARTS	SC02264160	06/29/2015	FEE	001-201-630-360		06/29/2015	3.94
INFORMATION	CO213230571	06/30/2015	WAN CIRCUIT CHARGE	001-201-600-300		06/30/2015	224.00
TECHNOLOGY SVCS.							
STARKVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	001-201-604-330		06/30/2015	206.50
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-201-604-330		07/02/2015	1,938.34
OGS TECHNOLOGIES, INC	0000196937	06/22/2015	POLICE PLAQUE	001-201-556-251		06/22/2015	369.90
DIGITAL-ALLY	1077716	06/22/2015	CHEST CAMERA 11"	001-201-556-251		06/22/2015	408.00
UNISTAR-SPARCO	1227196	06/22/2015	TONER	001-201-556-251		06/22/2015	565.46
COMPUTERS, INC							
808'S MOBILE RADIO	315675	06/22/2015	REMOVE & INSTALL CAMERA/RADIO KNOBS CAR #30 / #48	001-201-600-300		06/22/2015	220.00
BANKFIRST-VISA PAYMENT	INV0014525	06/22/2015	VOICESHOT	001-201-600-300		06/22/2015	35.00
Department 201 - POLICE DEPARTMENT Total:							23,040.72
Outstanding Total:							23,040.72
Department 215 - CUSTODY OF PRISONERS							
Outstanding							
BELL BUILDING SUPPLY, INC.	117236	06/22/2015	HOSE CONTRACTOR / KEY	001-215-541-237		06/22/2015	69.49
BELL BUILDING SUPPLY, INC.	118666	06/30/2015	HOSE CAMPS, FLUOR	001-215-541-237		06/30/2015	49.15
Outstanding Total:							118.64
Department 215 - CUSTODY OF PRISONERS Total:							118.64
Department 230 - POLICE TRAINING							
Outstanding							
S.E.R.T. TRAINING	INV0014643	06/29/2015	FTO/FRONT LINE SUPERVISOR COURSE	001-230-690-552		06/29/2015	2,800.00
Outstanding Total:							2,800.00
Department 230 - POLICE TRAINING Total:							2,800.00
Department 250 - NARCOTICS BUREAU							
Outstanding							
MAXXSOUTH BROADBAND	INV0014631	06/29/2015	INTERNAT @ NARCOTICS	001-250-600-300		06/29/2015	102.14
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-250-604-330		07/02/2015	113.07
Outstanding Total:							215.21
Department 250 - NARCOTICS BUREAU Total:							215.21

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 254 - DUI GRANT							
Outstanding							
INNOCORP, LTD	36208	06/29/2015	FATAL VISION KITS	001-254-691-550		06/29/2015	3,660.80
						Outstanding Total:	3,660.80
Department 254 - DUI GRANT Total:							3,660.80
Department: 261 - FIRE DEPARTMENT							
Outstanding							
GALL'S INC	003401851	06/29/2015	NAME PLATES, BADGES, HOLDER, ETC.	001-261-535-233		06/29/2015	10.99
GALL'S INC	003437899	06/29/2015	NAME PLATES, BADGES, HOLDER, ETC.	001-261-535-233		06/29/2015	65.97
GALL'S INC	003437900	06/29/2015	NAME PLATES, BADGES, HOLDER, ETC.	001-261-535-233		06/29/2015	65.97
GALL'S INC	003340781	06/29/2015	NAME PLATES, BADGES, HOLDER, ETC.	001-261-535-233		06/29/2015	76.00
POLLARD WATER COM	0014588	06/22/2015	PIEZO ASSEMBLY	001-261-630-360	...	06/22/2015	135.89
CANON SOLUTIONS	306308	06/22/2015	COPIER RENTAL	001-261-501-200		06/22/2015	62.45
AMERICA-BURLINGTON	INV0014518	06/22/2015	MID-SOUTH MACHINE & HYD (SEALS FOR PSTRK)	001-261-630-360		06/22/2015	19.97
BANKFIRST-VISA PAYMENT			PRIMER BULB	001-261-630-360		06/22/2015	2.99
POWERSTROKE EQUIPMENT	0994	06/22/2015					
SALES & SVC							
FARRELL-CALHOUN CO	000076643	06/22/2015	GAL CAN w/LID	001-261-554-240		06/22/2015	8.88
FARRELL-CALHOUN CO	000076645	06/22/2015	GAL CAN w/LID	001-261-554-240		06/22/2015	8.88
RACKLEY OIL INC.	000408920	06/22/2015	GAS	001-261-525-231		06/22/2015	222.79
WAL MART-GENERAL CITY	03519	06/22/2015	AREA RUG, WOOD PUTTY, DAP 1002 WHITE	001-261-555-250		06/22/2015	42.24
WAL MART-GENERAL CITY	05431	06/22/2015	JANITORIAL SUPPLIES	001-261-510-220		06/22/2015	201.47
LOWE'S	08171	06/22/2015	REPAIR/ BLDG. MATERIALS	001-261-555-250		06/22/2015	43.14
NOBLE INDUSTRIAL SUPPLY CORP.	SI-110070	06/29/2015	CLEANER / VEHICLE WASH & WAX	001-261-630-360		06/29/2015	208.90
LOWE'S	10208	06/26/2015	SHOP VAC FILTER	001-261-555-250		06/26/2015	14.23
H&O TRUCKS & TRAILER REPAIR L.L.C.	53095	06/26/2015	SAFETY BELTS	001-261-630-360		06/26/2015	269.97
MID-SOUTH UNIFORM & SUPPLY	532557	06/29/2015	CLASS A UNIFORMS	001-261-535-233		06/29/2015	473.58
NEWELL PAPER COMPANY	748670	06/26/2015	JANITORIAL SUPPLIES	001-261-510-220		06/26/2015	1,076.90
RACKLEY OIL INC.	000409400	06/29/2015	GAS	001-261-525-231		06/29/2015	196.89
EMERGENCY EQUIPMENT PROFESSIONALS	414972	06/29/2015	REPAIR INSTALL NEW AIR SAFETY VALVE H#14796	001-261-630-360		06/29/2015	191.00
EMERGENCY EQUIPMENT PROFESSIONALS	414973	06/29/2015	REPAIR POWER MODULES H#14795	001-261-630-360		06/29/2015	943.00
FAIRFIELD INN	INV0014523	06/22/2015	7/14-15/15 MSFA TRAINING #92985691 C.YARGOURGH	001-261-610-350		06/22/2015	129.00

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FAIRFIELD INN	INV0014524	06/22/2015	8/11-12/15 MSFA TRAINING #92986145 C. YARBROUGH	001-261-610-350		06/22/2015	129.00
COLUMBUS PAPER AND CHEMICALS	752455	06/29/2015	NABC TOILET DRIPS	001-261-555-250		06/29/2015	184.82
UNIVERSITY SCREENPRINT	18804	06/29/2015	SPORT TEK TEE (H#14762)	001-261-535-233		06/29/2015	690.25
UNIVERSITY SCREENPRINT	18874	06/29/2015	CLASS B UNIFORM SHIRTS (H#14768)	001-261-535-233		06/29/2015	1,980.71
STARKVILLE AUTO PARTS	5151-81446	06/29/2015	8ULB	001-261-630-360		06/29/2015	14.99
QUILL CORPORATION	4785961	06/22/2015	OFFICE SUPPLIES	001-261-501-200		06/22/2015	385.76
UNIFORM & ACCESSORIES WAREHOUSE	488729	06/26/2015	UNIFORMS	001-261-535-233		06/26/2015	49.45
BANKFIRST-VISA PAYMENT	INV0014517	06/22/2015	FIREFIGHTER.COM HELMET DECALS	001-261-535-233		06/22/2015	47.55
STARKVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	001-261-691-550		06/30/2015	224.00
QUILL CORPORATION	4871426	06/22/2015	OFFICE SUPPLIES	001-261-501-200		06/22/2015	85.68
ADVANCED AUTO PARTS PROFESSIONAL	887251603	06/22/2015	OIL	001-261-630-360		06/22/2015	64.95
Outstanding Total:							8,328.26
Department 261 - FIRE DEPARTMENT Total:							8,328.26
Department: 263 - FIRE TRAINING							
Outstanding							
MATT SCHOBERR	INV0014625	06/26/2015	REIMBURSE DIVE RESCUE RECERTIFICATION	001-263-600-390		06/26/2015	25.75
SULLIVAN'S OFFICE SUPPLY, INC.	179346	06/22/2015	OFFICE SUPPLIES	001-263-600-390		06/22/2015	71.56
TAURUS YOUNG	INV0014620	06/26/2015	PER DIEM MSFA HAZMAT	001-263-600-390		06/26/2015	112.00
BRIAN CLARK	INV0014623	06/26/2015	PER DIEM FIRE OFFICER	001-263-600-390		06/26/2015	112.00
CURT VIKERS	INV0014624	06/26/2015	PER DIEM MSFA	001-263-600-390		06/26/2015	112.00
DEMARIO CISTRUNK	INV0014667	06/30/2015	TRAINING / EDUCATION	001-263-600-390		06/30/2015	112.00
NATHAN HERNDON	INV0014629	06/29/2015	FIRE TRAINING	001-263-600-390		06/29/2015	112.00
DEMARIO CISTRUNK	INV0014664	06/30/2015	TRAINING/EDUCATION	001-263-600-390		06/30/2015	112.00
CURT VIKERS	INV0014665	06/30/2015	TRAINING / EDUCATION	001-263-600-390		06/30/2015	112.00
BRIAN CLARK	INV0014666	06/30/2015	TRAINING / EDUCATION	001-263-600-390		06/30/2015	112.00
STATE FIRE ACADEMY	23251	06/29/2015	SUBSTITUTE FEE-ROPE RESCUE	001-263-600-390		06/29/2015	40.00
CHARLES YARBROUGH	INV0014521	06/22/2015	MSFA TRAINING	001-263-600-390		06/22/2015	69.00
CHARLES YARBROUGH	INV0014522	06/22/2015	MSFA TRAINING	001-263-600-390		06/22/2015	69.00
STATE FIRE ACADEMY	23259	06/29/2015	ROPE RESCUE	001-263-600-390		06/29/2015	68.00
STATE FIRE ACADEMY	23271	06/29/2015	SUBSTITUTION FEE	001-263-600-390		06/29/2015	40.00
IPMA-HR	INV-08624-T7G8T7	06/22/2015	ENTRY TEST	001-263-600-390		06/22/2015	446.50
TAURUS YOUNG	INV0014621	06/26/2015	PER DIEM MSFA HAZMAT	001-263-600-390		06/26/2015	112.00
NATHAN HERNDON	INV0014628	06/29/2015	MS FIRE ACADEMY	001-263-600-390		06/29/2015	112.00
STATE FIRE ACADEMY	23144	06/22/2015	MS EXECUTIVE	001-263-600-390		06/22/2015	3,834.00

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date
NATHAN KNEPP	INV0014622	06/26/2015

Description (Item)	Account Number
PER DIEM MISFA ROPE-II	001-263-600-390

Project Account Key	Post Date	Amount
	06/26/2015	112.00
Outstanding Total:		5,895.81

Department 263 - FIRE TRAINING Total:

5,895.81

Department: 264 - FIRE COMMUNICATIONS

Outstanding

EXCEED TECHNOLOGIES	073707	06/22/2015
ALARM SECURITIES, INC	29059	06/22/2015
UPS	0000054ESY245	06/26/2015
VERIZON WIRELESS	9746651391	06/23/2015
MSU FACILITIES	INV0014546	06/23/2015
MANAGEMENT		
CSPIRE WIRELESS	INV0014686	07/02/2015

FIRE STAIR INTERNET	001-264-604-330
SERVICE CALL	001-264-604-330
SHIPPING TO MID-SOUTH	001-264-604-330
ACC#523561109-00001	001-264-604-330
PHONE CHARGES	
TRAFFIC SIGNAL	001-264-630-404
JUNE 2015	001-264-604-330

	06/22/2015	140.00
	06/22/2015	150.99
	06/26/2015	17.39
	06/23/2015	160.04
	06/23/2015	49.84
	07/02/2015	187.97

Outstanding Total:

706.23

Department 264 - FIRE COMMUNICATIONS Total:

706.23

Department: 267 - FIRE STATIONS AND BUILDINGS

Outstanding

BELL BUILDING SUPPLY, INC.	110730	06/22/2015
BELL BUILDING SUPPLY, INC.	111419	06/22/2015
BELL BUILDING SUPPLY, INC.	111725	06/22/2015
BELL BUILDING SUPPLY, INC.	111843	06/22/2015
BELL BUILDING SUPPLY, INC.	117192	06/22/2015
BELL BUILDING SUPPLY, INC.	117195	06/22/2015
ATMOS ENERGY	INV0014537	06/23/2015
4-COUNTY ELECTRIC POWER	14249	06/23/2015
ASSOCIATION		
STARKVILLE ELECTRIC	INV0014674	07/01/2015
OFFICECHAIRS.COM	A1359165-TDQ	06/26/2015
ATMOS ENERGY	INV0014676	07/01/2015
ATMOS ENERGY	INV0014677	07/01/2015

CLEAR PINE	001-267-558-269
REPAIR/ BLDG. MATERIALS	001-267-558-269
REPAIR/ BLDG. MATERIALS	001-267-558-269
CREDIT	001-267-558-269
MOUNING BASE BOARD	001-267-558-269
MATERIALS RETURNED	001-267-558-269
#3020829684 STA#3	001-267-625-380
UTILITIES	001-267-625-380
SED BUILS BY DEPT	001-267-625-380
OFFICE CHAIR	001-267-558-269
#3017756705 FIRESTA#2	001-267-625-380
#3018177204 FIRESTA#4	001-267-625-380

Outstanding Total:

3,463.93

Department 267 - FIRE STATIONS AND BUILDINGS Total:

3,463.93

Department: 281 - BUILDING/CODES OFFICE

Outstanding

NESCO ELECTRICAL DISTRIBUTORS	S2022178.001	06/23/2015
NESCO ELECTRICAL DISTRIBUTORS	S2022178.002	06/23/2015
LOWE'S	10039	06/23/2015
MAXXSOUTH BROADBAND	INV0014675	07/01/2015
MIKE ST LOUIS	INV0014532	06/23/2015

BLDG MATERIALS	001-281-501-200
BLDG MATERIALS	001-281-501-200
MOVING BOX	001-281-691-550
ACC#8282.41 101 0015619	001-281-604-330
CHARGES	
PER DIEM	001-281-690-553

	06/23/2015	10.70
	06/23/2015	36.67
	06/23/2015	65.40
	07/01/2015	78.57
	06/23/2015	205.00

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MIKE ST LOUIS	INV0014532	06/23/2015	PER DIEM	001-281-690-553		06/23/2015	298.32
MIKE ST LOUIS	INV0014532	06/23/2015	PER DIEM	001-281-690-553		06/23/2015	30.00
GOLDEN NUGGET	INV0014533	06/23/2015	MIKE ST LOUIS #PLVKZ (BOAM TRAINING)	001-281-690-553		06/23/2015	460.00
BUILDING OFFICIALS ASSOCIATION of MISSISSIPPI	INV0014534	06/23/2015	MIKE ST LOUIS	001-281-690-553		06/23/2015	150.00
PITNEY BOWES INC- PURCHASE POWER	INV0014626	06/26/2015	PURCHASE POWER	001-281-604-330		06/26/2015	96.50
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-281-604-330		07/02/2015	124.04
Department 290 - CIVIL DEFENSE/WARNING SYSTEM							Outstanding Total: 1,555.20
Outstanding							Department 281 - BUILDING/CODES OFFICE Total: 1,555.20
4-COUNTY ELECTRIC POWER ASSOCIATION	14249	06/23/2015	UTILITIES	001-290-625-380		06/23/2015	145.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0014526	06/23/2015	UTILITIES	001-290-625-380		06/23/2015	26.83
STARKVILLE ELECTRIC	INV0014674	07/01/2015	SEO BILLS BY DEPT	001-290-625-380		07/01/2015	86.71
Department 290 - CIVIL DEFENSE/WARNING SYSTEM							Outstanding Total: 258.54
Outstanding							Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 258.54
THOMPSON MACHINERY	PC110220975	06/28/2015	GASKET	001-301-555-250		06/28/2015	23.13
ATMOS ENERGY	INV0014530	06/23/2015	#3020752444 STREET	001-301-625-380		06/23/2015	30.35
BASICS, INC. A Trade America Company	19684	07/01/2015	WINDBREAKER / RAIN PANT	001-301-555-250		07/01/2015	108.00
STARKVILLE AUTO PARTS	5151-80977	07/01/2015	SUIT UNIFORMS	001-301-555-250		07/01/2015	143.37
O'REILLY AUTO PARTS	0997-241284	07/01/2015	RADIATOR	001-301-555-250		07/01/2015	8.49
BELL BUILDING SUPPLY, INC.	117152	07/01/2015	CRC 5110	001-301-555-250		07/01/2015	23.96
STARKVILLE AUTO PARTS	5151-81040	07/01/2015	REBAR	001-301-555-250		07/01/2015	6.94
STARKVILLE AUTO PARTS	5151-81045	07/01/2015	WASHER FLUID / AIR INTAKE CLEANER	001-301-555-250		07/01/2015	18.99
THE WELDING WORKS LLC	1658	07/01/2015	RECHARGE HOSE	001-301-555-250		07/01/2015	100.00
LOWE'S	10171	07/01/2015	WELO ONSITE EXCAVATOR	001-301-555-250		07/01/2015	122.51
CINTAS	21581696	06/23/2015	SUPPLIES	001-301-535-233		06/23/2015	132.88
MMC MATERIALS, INC.	378742	07/01/2015	STREET	001-301-560-270		07/01/2015	321.00
STARKVILLE AUTO PARTS	5151-81168	07/01/2015	CONCRETE	001-301-555-250		07/01/2015	26.44
STARKVILLE AUTO PARTS	5151-81169	07/01/2015	RELAY	001-301-555-250		07/01/2015	23.74
STARKVILLE AUTO PARTS	5151-81171	07/01/2015	OIL FILTER, OIL	001-301-555-250		07/01/2015	0.20
VERIZON WIRELESS	974651391	06/23/2015	OIL FILTER	001-301-604-330		06/23/2015	40.01
O'REILLY AUTO PARTS	0997-242078	07/01/2015	ACC#523561109-00001 PHONE CHARGES UV LIGHT / UV DYE / SHOP SUPPLIES	001-301-555-250		07/01/2015	43.94

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STARVILLE AUTO PARTS BASICS, INC. A Trade America Company	5151-81193 19772	07/01/2015 07/01/2015	HYD FLUID COPY PAPER	001-301-555-250 001-301-555-250		07/01/2015 07/01/2015	159.80 36.96
IVY AUTO PARTS, LLC. EAST MISSISSIPPI LUMBER CO.	500719 95341/L	07/01/2015 07/01/2015	FUEL PUMP THREADED HANDLE / BROOM HANDLE / ACID BRU	001-301-555-250 001-301-555-250		07/01/2015 07/01/2015	344.00 53.39
IVY AUTO PARTS, LLC. STARVILLE AUTO PARTS FASTENAL COMPANY H & R AGRI-POWER DELTACOM	500760 5151-81257 MSS7AS8005 S000105 110417950621150	07/01/2015 07/01/2015 07/01/2015 07/01/2015 07/01/2015	RING TERMINAL LAMP / RELAY 7/16-14 MATERIALS FILTER ACC#11041795 PHONE SYSTEM	001-301-555-250 001-301-555-250 001-301-555-250 001-301-555-250 001-301-604-330		07/01/2015 07/01/2015 07/01/2015 07/01/2015 07/01/2015	4.99 68.78 5.56 254.44 33.00
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACC#8282 41 101 0015619 CHARGES	001-301-604-330		07/01/2015	78.57
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACC#8282 41 101 0015619 CHARGES	001-301-604-330		07/01/2015	78.57
RACKLEY OIL INC. GATEWAY TIRE & SERVICE CENTER	000409497 1102788237	07/01/2015 07/01/2015	GAS TIRES /MOUNT	001-301-555-250 001-301-555-250		07/01/2015 07/01/2015	39.93 472.14
POWERSTROKE EQUIPMENT SALES & SVC	1022.	07/01/2015	PLUGS / FILTER	001-301-555-250		07/01/2015	97.92
UNITED RENTALS (NORTH AMERICA), INC.	129367913-001	07/01/2015	FRT/ HYD BREAKER	001-301-555-250		07/01/2015	1,895.00
CINTAS STARVILLE AUTO PARTS	215815383 5151-81423	07/01/2015 07/01/2015	STREET OIL FILTER, OIL, SILVER 525 CCA	001-301-535-233 001-301-555-250		07/01/2015 07/01/2015	195.95 182.74
OKTIBBEHA COUNTY COOPERATIVE	914288	07/01/2015	BERMUDA	001-301-555-250		07/01/2015	115.00
BELL BUILDING SUPPLY, INC. GATEWAY TIRE & SERVICE CENTER	118600 1102792438	07/01/2015 07/01/2015	PLYWOOD REPAIR FLAT	001-301-555-250 001-301-555-250		07/01/2015 07/01/2015	141.98 15.00
TAPCO	50462214850467651	07/01/2015	COMPUTER /TEFLON STRIP/ CROSS CUTTER/ ETC.	001-301-555-250		07/01/2015	3,287.90
O'REILLY AUTO PARTS STARVILLE AUTO PARTS STARVILLE AUTO PARTS EAST MISSISSIPPI LUMBER CO.	0997-243452 5151-81502 5151-81513 95678/L	07/01/2015 07/01/2015 07/01/2015 07/01/2015	R134A / PAG OIL LAMP RELAY, MIRROR, OIL PADLOCK / KEYS	001-301-555-250 001-301-555-250 001-301-555-250 001-301-555-250		07/01/2015 07/01/2015 07/01/2015 07/01/2015	103.37 11.90 67.75 59.63
O'REILLY AUTO PARTS	0997-243727	07/01/2015	SWITCH PRESSURE / ORITICE TUBE	001-301-555-250		07/01/2015	34.79
IVY AUTO PARTS, LLC. STARVILLE AUTO PARTS STARVILLE AUTO PARTS JOYNER WILLIAMS	501421 5151-81620 5151-81650 5151-81653	07/01/2015 07/01/2015 07/01/2015 07/01/2015	A/C CLUTCH CYCLING SKT SUPPLIES LEAK SEALER REIMBURSE SPRAY PAINT - D.L. CONNER DRIVE-	001-301-555-250 001-301-555-250 001-301-555-250 001-301-501-200		07/01/2015 07/01/2015 07/01/2015 07/01/2015	15.49 39.98 7.99 30.98

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
EAST MISSISSIPPI LUMBER CO.	95804/1	07/01/2015	GRINDING WHEEL / ABRAS WHL	001-301-555-250		07/01/2015	26.34
CINTAS	215817021	07/01/2015	STREET	001-301-535-233		07/01/2015	146.49
OKTIBBEHA COUNTY COOPERATIVE	912726	07/01/2015	SHOVELS / MANURE FORK	001-301-555-250		07/01/2015	127.94
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-301-604-330		07/02/2015	51.49
EAST MISSISSIPPI LUMBER CO.	94748/1	07/01/2015	BRICK	001-301-555-250		07/01/2015	1.04
MMC MATERIALS, INC.	376779	07/01/2015	CONCRETE	001-301-560-270		07/01/2015	157.00
APAC-MISSISSIPPI, INC	4000055140	07/01/2015	ASPHALT	001-301-560-270		07/01/2015	226.38
APAC-MISSISSIPPI, INC	4000055180	07/01/2015	ASPHALT	001-301-560-270		07/01/2015	467.46
OKTIBBEHA COUNTY COOPERATIVE	907538	07/01/2015	T-POST	001-301-555-250		07/01/2015	23.63
BELL BUILDING SUPPLY, INC.	116677	07/01/2015	KEYS/ FAN	001-301-555-250		07/01/2015	38.66
CINTAS FIRST AID & SAFETY	5003103468	07/01/2015	SERVICE CHARGE/ SWEAT BANDS	001-301-555-250		07/01/2015	102.95

Outstanding Total: 10,476.83

Department 301 - STREET DEPARTMENT Total: 10,476.83

Department: 302 - STREET LIGHTING

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	14249	06/23/2015	UTILITIES	001-302-625-380		06/23/2015	9,134.59
STARKVILLE ELECTRIC	INV0014674	07/01/2015	SED BILLS BY DEPT	001-302-625-380		07/01/2015	303.73
STARKVILLE ELECTRIC	INV0014674	07/01/2015	SED BILLS BY DEPT	001-302-625-380		07/01/2015	24.77

Outstanding Total: 9,463.09

Department 302 - STREET LIGHTING Total: 9,463.09

Department: 360 - ANIMAL CONTROL

Outstanding

RACKLEY OIL INC.	000408922	06/22/2015	GAS	001-360-525-231		06/22/2015	52.55
OKTIBBEHA COUNTY COOPERATIVE	910736	06/22/2015	800TS	001-360-535-233		06/22/2015	159.70
OKTIBBEHA COUNTY COOPERATIVE	910736	06/22/2015	800TS	001-360-555-250		06/22/2015	23.97
STARKVILLE ELECTRIC	INV0014674	07/01/2015	SED BILLS BY DEPT	001-360-625-380		07/01/2015	1,177.22
RACKLEY OIL INC.	000409402	06/29/2015	GAS	001-360-525-231		06/29/2015	42.08
RACKLEY OIL INC.	000409827	06/30/2015	GAS	001-360-525-231		06/30/2015	117.99
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	001-360-604-330		07/02/2015	37.92
DUKE COMPANY	43655	06/22/2015	TRAPS & LURE	001-360-555-250		06/22/2015	406.65

Outstanding Total: 2,018.08

Department 360 - ANIMAL CONTROL Total: 2,018.08

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 600 - CAPITAL PROJECTS							
Outstanding							
NEEL-SCHAFER	1027928	06/29/2015	2010 LYNN LANE BICYCLE/PEDESTRIAN PATH 30 HOURS	001-600-902-940		06/29/2015	30,722.12
CLAYTON MCHANN	INV0014544	06/23/2015		001-600-912-822		06/23/2015	840.00
STARKVILLE ELECTRIC	10000083	06/29/2015	STREET LIGHT BULBS	001-600-721-813		06/29/2015	288.00
PHILLIPS CONTRACTING	2323	06/30/2015	LYNN LANE	001-600-902-940		06/30/2015	103,839.47
COMPANY, INC.							
CLAYTON MCHANN	INV0014651	06/29/2015	48 HOURS 6/22/15	001-600-912-822		06/29/2015	1,344.00
CLAYTON MCHANN	INV0014531	06/23/2015	38 HOURS	001-600-912-822		06/23/2015	1,064.00
HESTER FENCE & CONSTRUCTION CO.	252	06/23/2015	HOWARD ROAD	001-600-912-850		06/23/2015	4,950.00
Outstanding Total:							143,047.59
Paid							
CLAYTON MCHANN	INV0014504	06/19/2015	38 HOURS WORKED	001-600-912-822		06/19/2015	380.00
Paid Total:							380.00
Department 600 - CAPITAL PROJECTS Total:							143,427.59
Department: 605 - BROWNFIELD GRANT							
Outstanding							
PM ENVIRONMENTAL, INC	72815	06/29/2015	BROWNFIELD GRANT	001-605-600-300		06/29/2015	8,998.15
Outstanding Total:							8,998.15
Department 605 - BROWNFIELD GRANT Total:							8,998.15
Fund 001 - GENERAL FUND Total:							372,192.50
Fund: 002 - RESTRICTED POLICE FUND							
Department 251 - DRUG EDUCATION FUND							
Outstanding							
WAL MART-GENERAL CITY	09651	06/22/2015	LATCH BOX / MOD DRAWER	002-251-501-200		06/22/2015	41.78
Outstanding Total:							41.78
Department 251 - DRUG EDUCATION FUND Total:							41.78
Fund 002 - RESTRICTED POLICE FUND Total:							41.78
Fund: 015 - AIRPORT FUND							
Department: 505 - AIRPORT							
Outstanding							
MAGNOLIA BOTTLED WATER CO	13309	06/26/2015	BOTTLED WATER	015-505-501-200		06/26/2015	15.00
STARKVILLE ELECTRIC	INV0014674	07/01/2015	SED BULBS BY DEPT	015-505-625-380		07/01/2015	921.80
BRADLEY MICHAEL	2	06/26/2015	37.75 CONTRACT HOURS WORKED	015-505-600-338		06/26/2015	302.00
JACOB MOORE	4	06/26/2015	50.25 CONTRACT HOURS WORKED	015-505-600-338		06/26/2015	402.00

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
POWERSTROKE EQUIPMENT SALES & SVC	1021	06/26/2015	BUMP CAP	015-505-630-400		06/26/2015	10.99
JOHN DAVID WYNNIE, JR	46	06/26/2015	8 CONTRACT HOURS WORKE	015-505-600-338		06/26/2015	64.00
STARKVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	015-505-610-340		06/30/2015	106.18
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	015-505-604-330		07/02/2015	62.01
MAXXSOUTH BROADBAND	INV0014630	06/29/2015	CABLE acc#8282 41 101	015-505-600-338		06/29/2015	85.55
MAXXSOUTH BROADBAND	INV0014630	06/29/2015	0438241			06/29/2015	79.05
			CABLE acc#8282 41 101	015-505-600-338			
			0438241				
NESCO ELECTRICAL DISTRIBUTORS	S2021541.001	06/26/2015	LAMP/BALLAST	015-505-691-550		06/26/2015	148.65
Outstanding Total:							2,197.23
Department 505 - AIRPORT Total:							2,197.23
Fund 015 - AIRPORT FUND Total:							2,197.23
Fund: 022 - SANITATION							
Department: 322 - SANITATION DEPARTMENT							
Outstanding							
A+ AUTO REPAIR	010043	06/30/2015	TRK#00 REPAIRS	022-322-630-360		06/30/2015	75.16
PAUL'S WELDING	5585	06/30/2015	WATER COOLER HOLDERS FOR TRKS	022-322-555-250		06/30/2015	485.00
GATEWAY TIRE & SERVICE CENTER	1102778660	06/30/2015	TRK#91 TIRES MOUNT	022-322-630-360		06/30/2015	551.58
GATEWAY TIRE & SERVICE CENTER	1102779604	06/30/2015	TRK#40 TIRES/MOUNT	022-322-630-360		06/30/2015	668.68
THE WELDING WORKS LLC	1645	06/30/2015	REPAIRS ON TRK#98 / TRK#9	022-322-630-360		06/30/2015	1,100.00
CINTAS	215813700	06/23/2015	SANITATION	022-322-535-233		06/23/2015	218.53
STARKVILLE ELECTRIC	INV0014535	06/23/2015	SANITATION (146.2)	022-322-600-333		06/23/2015	4,979.03
GATEWAY TIRE & SERVICE CENTER	1102782413	06/30/2015	TRK#91	022-322-630-360		06/30/2015	24.50
STARKVILLE AUTO PARTS	5151-81237	06/30/2015	TRK#91 HYD FLUID, HOSE, ET	022-322-555-250		06/30/2015	168.83
O'REILLY AUTO PARTS	0997-242454	06/30/2015	BLUE DIFF & MOTOR OIL	022-322-555-250		06/30/2015	493.00
GATEWAY TIRE & SERVICE CENTER	1102785297	06/30/2015	TRK#92A	022-322-630-360		06/30/2015	1,470.50
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACC#8282 41 101 0015619	022-322-604-330		07/01/2015	78.58
CHARGES							
RACKLEY OIL INC.	000409490	06/30/2015	GAS	022-322-525-231		06/30/2015	85.61
RACKLEY OIL INC.	000409499	06/30/2015	GAS	022-322-525-231		06/30/2015	44.62
RACKLEY OIL INC.	000409500	06/30/2015	GAS	022-322-525-231		06/30/2015	161.39
RACKLEY OIL INC.	000409503	06/30/2015	GAS	022-322-525-231		06/30/2015	57.09
RACKLEY OIL INC.	000409504	06/30/2015	GAS	022-322-525-231		06/30/2015	127.22
RACKLEY OIL INC.	000409517	06/30/2015	GAS	022-322-525-231		06/30/2015	57.49
RACKLEY OIL INC.	000409521	06/30/2015	GAS	022-322-525-231		06/30/2015	160.58
CINTAS	215815387	07/01/2015	SANITATION	022-322-535-233		07/01/2015	192.08
IVY AUTO PARTS, LLC.	501060	06/30/2015	HOSE	022-322-555-250		06/30/2015	34.99

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FASTENAL COMPANY	MSSTA58094	06/30/2015	VEST/UNIFORMS	022-322-555-250		06/30/2015	274.90
GOLDEN TRIANGLE WASTE SVCS.	15566	07/01/2015	RUBY TUESDAY	022-322-600-379		07/01/2015	330.00
GOLDEN TRIANGLE WASTE SVCS.	15570	07/01/2015	MCDONALD'S	022-322-600-379		07/01/2015	1,115.00
PITNEY BOWES INC- PURCHASE POWER	INV0014626	06/26/2015	PURCHASE POWER	022-322-604-330		06/26/2015	96.51
IVY AUTO PARTS, LLC	501646	06/30/2015	GREASE GUN	022-322-555-250		06/30/2015	467.29
HOLLIS BROTHERS ELECTRIC & REFRIG	075281	06/30/2015	REPAIR BREAKROOM OUTSIDE UNIT	022-322-600-300		06/30/2015	187.00
CINTAS	215817025	07/01/2015	SANITATION	022-322-535-233		07/01/2015	479.91
STARKVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	022-322-604-330		06/30/2015	401.84
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	022-322-604-330		07/02/2015	160.94
GOLDEN TRIANGLE PLANNING & DEVELOPM	3482	06/30/2015	MAY 2015 SERVICES	022-322-600-431		06/30/2015	326.50
BASICS, INC. A Trade America Company	19764	06/30/2015	GATORADE	022-322-555-250		06/30/2015	253.32
NORTHEAST EXTERMINATI	269308	06/30/2015	SANITATION	022-322-600-300		06/30/2015	30.00
Paid							Outstanding Total: 15,357.67
STATE TAX COMMISSION	INV0014501	06/19/2015	TAGS FOR SANITATION DEPT	022-322-691-550		06/19/2015	12.00
MS FAST TRACK TITLE PROGRAM	INV0014502	06/19/2015	REPLACEMENT TITLE FOR SANITATION DEPT VIN#2491	022-322-691-550		06/19/2015	39.00
Paid Total: 51.00							
Department 322 - SANITATION DEPARTMENT Total: 15,408.67							
Department: 325 - RUBBISH							
Outstanding							
TERRA'S GARAGE, INC	37468	06/30/2015	TRK#33	022-325-630-360		06/30/2015	74.72
GATEWAY TIRE & SERVICE CENTER	1102793482	06/30/2015	TRK#38 REPAIR OUTSIDE FLA	022-325-630-360		06/30/2015	26.50
GATEWAY TIRE & SERVICE CENTER	1102793483	06/30/2015	TRK#40 REPAIR OUTSIDE FLA	022-325-630-360		06/30/2015	26.50
BASICS, INC. A Trade America Company	19764	06/30/2015	GATORADE	022-325-691-550		06/30/2015	126.66
Outstanding Total: 254.38							
Department 325 - RUBBISH Total: 254.38							
Department: 341 - LANDSCAPING							
Outstanding							
OKT18BECHA COUNTY COOPERATIVE	908331	06/30/2015	AXLE SPINDLE, CONE BEARING	022-341-555-250		06/30/2015	104.37
CINTAS	215813700	06/23/2015	SANITATION	022-341-535-233		06/23/2015	53.66
OKT18BECHA COUNTY COOPERATIVE	914051	06/30/2015	BOOTS	022-341-555-250		06/30/2015	13.07

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CINTAS	215815387	07/01/2015	SANITATION	022-341-535-233		07/01/2015	53.66
OKTIBBEHA COUNTY	914293	06/30/2015	COOLER, DRIVE BEARING, BOLTS/SCREWS	022-341-555-250		06/30/2015	131.29
COOPERATIVE			REPAIR SWEEPER	022-341-630-360		06/30/2015	654.42
WATERS TRUCK & TRACTOR CO. INC.	251760020	06/30/2015	REPAIRS TO TRACTOR	022-341-555-250		06/30/2015	3,285.65
H & R AGRI-POWER	S000102	06/30/2015	GEAR OIL	022-341-691-550		06/30/2015	59.95
STARKVILLE AUTO PARTS	5151-81602	07/01/2015	SANITATION	022-341-535-233		07/01/2015	53.66
CINTAS	215817025	06/30/2015	GATORADE	022-341-691-550		06/30/2015	126.66
BASICS, INC. A Trade America Company	19764						

Outstanding Total: 4,536.39

Department 341 - LANDSCAPING Total: 4,536.39

Fund 022 - SANITATION Total: 20,199.44

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - SANITARY LANDFILL

Outstanding

WAL MART-GENERAL CITY	007118	07/01/2015	TELEPHONE	023-323-501-200		07/01/2015	71.69
OREILLY AUTO PARTS	0997-241974	06/30/2015	OIL FILTER / MOTOR OIL	023-323-630-360		06/30/2015	86.30
CINTAS	215813699	06/23/2015	LANDFILL	023-323-535-233		06/23/2015	47.08
VERIZON WIRELESS	9746651391	06/23/2015	ACC4523561109-00001 PHONE CHARGES	023-323-604-330		06/23/2015	80.04
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0014527	06/23/2015	UTILITIES	023-323-625-380		06/23/2015	93.00
HILL MANUFACTURING COMPANY, INC.	855845	06/30/2015	WEED KILLER	023-323-630-360		06/30/2015	194.93
CINTAS	215815386	07/01/2015	LANDFILL	023-323-535-233		07/01/2015	35.00
A+ AUTO REPAIR	010119	06/30/2015	TRK REPAIRS	023-323-630-360		06/30/2015	472.95
CINTAS	215817024	07/01/2015	LANDFILL	023-323-535-233		07/01/2015	35.00
BASICS, INC. A Trade America Company	19764	06/30/2015	GATORADE	023-323-555-250		06/30/2015	126.66
OKTIBBEHA COUNTY COOPERATIVE	908093	06/30/2015	COOLERS	023-323-555-250		06/30/2015	99.48

Outstanding Total: 1,343.13

Department 323 - SANITARY LANDFILL Total: 1,343.13

Fund 023 - LANDFILL ACCOUNT Total: 1,343.13

Fund: 311 - PARKING MILL PROJECT

Department: 656 - PARKING MILL PROJECT

Outstanding

DALE PARTNERS	50355	06/23/2015	PARKING GARAGE	311-656-600-333		06/23/2015	14,858.00
							14,858.00
							14,858.00
							14,858.00

Outstanding Total: 14,858.00

Department 656 - PARKING MILL PROJECT Total: 14,858.00

Fund 311 - PARKING MILL PROJECT Total: 14,858.00

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 375 - PARK AND RECREATIONISM							
Department: 551 - PARK & REC TOURISM							
Outstanding							
G & K SERVICES	1231795914	06/29/2015	MAT CLEANING	375-551-907-942		06/29/2015	37.00
G & K SERVICES	123-522675	06/29/2015	MAT CLEANING	375-551-907-942		06/29/2015	37.00
G & K SERVICES	123-/99262	06/29/2015	MAT CLEANING	375-551-907-942		06/29/2015	37.00
FOUR SEASONS LAWN &	204140	06/30/2015	VINCA	375-551-907-942		06/30/2015	200.00
LANDSCAPE LLC							
FOUR SEASONS LAWN &	204143	06/30/2015	BEGONIAS / FIRECRACKER GRASS	375-551-907-942		06/30/2015	634.50
LANDSCAPE LLC							
LOWE'S	11673	06/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		06/30/2015	88.28
FOUR SEASONS LAWN &	204139	06/30/2015	VINCA	375-551-907-942		06/30/2015	250.00
LANDSCAPE LLC							
GEOR	2431	06/30/2015	STING PREVENTION	375-551-907-942		06/30/2015	572.90
G & K SERVICES	1231792583	06/29/2015	MAT CLEANING	375-551-907-942		06/29/2015	37.00
DAVID USHER	INV0014655	06/30/2015	SPORTSPLEX BRIDGE TO BASEBALL FIELD	375-551-907-942		06/30/2015	483.51
LOWE'S	10033	06/29/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		06/29/2015	17.06
POLLAN & ASSOC.	3692	06/30/2015	UNIFORMS	375-551-907-942		06/30/2015	125.48
R&M TIRES	1102170	06/30/2015	MOTOR OIL/ OIL CHANGE	375-551-907-942		06/30/2015	45.45
EAST MISSISSIPPI LUMBER CO.	949101	06/29/2015	BLDG. MATERIALS	375-551-907-942		06/29/2015	73.43
OKTIBBEHA COUNTY COOPERATIVE	908797	06/30/2015	CHEMICALS	375-551-907-942		06/30/2015	248.99
KEELING CO- TUPELO	52818195.001	06/30/2015	STAINLESS STEEL POP-UP	375-551-907-942		06/30/2015	538.80
LOWE'S	01903	06/29/2015	ACC#9900.7173273 PAINT SUPPLIES	375-551-907-942		06/29/2015	115.85
CANON FINANCIAL SERVICES, INC	15016498	06/30/2015	#5-600-21161-13 COPIER	375-551-907-942		06/30/2015	382.00
SHERWIN WILLIAMS CO.	£20/13263	06/30/2015	PAINT MATERIALS	375-551-907-942		06/30/2015	890.80
LOWE'S	08127	06/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		06/30/2015	113.72
OKTIBBEHA COUNTY COOPERATIVE	910811	06/30/2015	FAN	375-551-907-942		06/30/2015	199.99
OKTIBBEHA COUNTY COOPERATIVE	910812	06/30/2015	SAW	375-551-907-942		06/30/2015	23.29
BSN SPORTS	97003574	06/30/2015	POLE REPLACEMENT	375-551-907-942		06/30/2015	250.81
LOWE'S	10474	06/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		06/30/2015	52.79
LOWE'S	10548	06/30/2015	ACC#9900.7173273	375-551-907-942		06/30/2015	21.48
OKTIBBEHA COUNTY COOPERATIVE	912251	06/30/2015	FIRE ANT KILLER	375-551-907-942		06/30/2015	71.94
OKTIBBEHA COUNTY COOPERATIVE	912668	06/29/2015	MARKING LIME	375-551-907-942		06/29/2015	172.50
OKTIBBEHA COUNTY COOPERATIVE	912676	06/29/2015	MARKING LIME	375-551-907-942		06/29/2015	149.50
CANON SOLUTIONS AMERIC	925348	06/30/2015	UC16D USAGE	375-551-907-942		06/30/2015	553.94

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
GTO GOLF KARS	223	06/30/2015	PARK RACK & PINION	375-551-907-942		06/30/2015	242.68
R&M TIRES	1102427	06/30/2015	WHEEL WEIGHTS	375-551-907-942		06/30/2015	142.49
BIDDY SAW WORKS, INC	162464	06/30/2015	PULLEY-IDLER / SPRING-EXT	375-551-907-942		06/30/2015	85.96
OKTIBBEHA COUNTY	912176	06/29/2015	EARTH MATTE FERT, NABBER, PESTICIDE	375-551-907-942		06/29/2015	2,187.98
COOPERATIVE							
LOWES	08251	06/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		06/30/2015	56.84
LOWES	10893	06/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		06/30/2015	7.56
OKTIBBEHA COUNTY	912716	06/30/2015	CREDIT MEMO 6/19/15	375-551-907-942		06/30/2015	-60.00
COOPERATIVE			N#12143				
NEWELL PAPER COMPANY	747435	06/29/2015	JANITORIAL SUPPLIES	375-551-907-942		06/29/2015	99.07
NEWELL PAPER COMPANY	748066	06/30/2015	JANITORIAL SUPPLIES	375-551-907-942		06/30/2015	70.41
NEWELL PAPER COMPANY	748653	06/30/2015	JANITORIAL SUPPLIES	375-551-907-942		06/30/2015	428.18
LOWES	02482	06/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		06/30/2015	71.80
G & K SERVICES	1231809305	06/29/2015	MAT CLEANING	375-551-907-942		06/29/2015	37.00
LOWES	15138	06/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		06/30/2015	79.75
CINTAS FIRST AID & SAFETY	5003103477	06/30/2015	SERVICE CHARGE/MEDS	375-551-907-942		06/30/2015	157.94
ATCO INTERNATIONAL	10435092	06/30/2015	WIPE OUT	375-551-907-942		06/30/2015	111.43
FASTENAL COMPANY	M5STA57754	06/29/2015	HEX CAP SCREW	375-551-907-942		06/29/2015	15.00
Outstanding Total:							10,159.10

Department 551 - PARK & RECREATION Total: 10,159.10

Fund 375 - PARK AND RECREATION Total: 10,159.10

Fund: 400 - WATER & SEWER DEPARTMENTS

Department: 000 - UNDESIGNATED

Outstanding

CENTRAL PIPE SUPPLY, INC.	5100011089.001	06/23/2015	BADGER METER / CURB STO	400-000-070-250		06/23/2015	1,384.89
CENTRAL PIPE SUPPLY, INC.	5100014853.001	06/23/2015	CURB STOP / BUSHING / BRASS INPLE	400-000-070-250		06/23/2015	327.38
CENTRAL PIPE SUPPLY, INC.	5100011099.002	06/23/2015	CURB STOP	400-000-070-250		06/23/2015	365.47
CENTRAL PIPE SUPPLY, INC.	5100011089.003	06/23/2015	CURB STOP	400-000-070-250		06/23/2015	1,663.83
CENTRAL PIPE SUPPLY, INC.	5100011099.001	06/23/2015	CURB STOP	400-000-070-250		06/23/2015	294.21
CENTRAL PIPE SUPPLY, INC.	5100015181.001	06/23/2015	NICOR CONNECTORS	400-000-070-250		06/23/2015	894.00
CENTRAL PIPE SUPPLY, INC.	5100011089.004	06/23/2015	CURB STOP	400-000-070-250		06/23/2015	408.66
DIXIE WHOLESALE	447178	06/23/2015	CIRCLE CLAMPS	400-000-070-250		06/23/2015	2,471.82
WATERWORKS							
Outstanding Total:							7,810.26

Department 000 - UNDESIGNATED Total: 7,810.26

Department: 721 - NEW CONSTRUCTION REHAB

Outstanding

PRISOCK DIRT CONSTRUCTION	INV0014652	06/29/2015	SEWER LINE RIDE A WAY BEHIND MCKEE PARK	400-721-630-568		06/29/2015	540.00
NESCO ELECTRICAL DISTRIBUTORS	S2012723.001	06/23/2015	BLOG. MATERIALS	400-721-555-250		06/23/2015	210.98
COBURN SUPPLY COMPANY	647880238	06/23/2015	TRAFFIC BARRICADE	400-721-555-250		06/23/2015	366.60

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SOUTHERN PIPE AND SUPPLY CO., INC	8649019-00	06/30/2015	PVC PIPE MATERIALS	400-721-630-563		06/30/2015	2,409.00
SOUTHERN PIPE AND SUPPLY CO., INC	8649019-00	06/30/2015	PVC PIPE MATERIALS	400-721-630-566		06/30/2015	2,580.48
NUNELEY TRUCKING CO., INC.	18626	06/23/2015	3 LOADS CR	400-721-630-566		06/23/2015	2,001.37
BASICS, INC. A Trade America Company	19686	06/30/2015	FLOOR SWEEP	400-721-555-250		06/30/2015	25.19
BASICS, INC. A Trade America Company	19687	06/30/2015	DEO CONC / SEWER DEGREASER	400-721-575-274		06/30/2015	2,602.20
COBURN SUPPLY COMPANY	647905037	06/23/2015	MOLDED TESTBALL I-SERIES	400-721-630-566		06/23/2015	860.00
FASTENAL COMPANY	MSSTA57435	06/30/2015	BLACK CABLE TIE	400-721-555-250		06/30/2015	2.02
OKTIBBEHA COUNTY COOPERATIVE	899091	06/30/2015	LGR GRANGE / DURANGO	400-721-535-233		06/30/2015	309.08
RONNIE JONES CONSTRUCTION, INC	9601-STARK	06/30/2015	FILL SAND	400-721-630-566		06/30/2015	2,029.16
PALMER'S SERVICE CENTER	INV0014658	06/30/2015	UNIT #57	400-721-630-360		06/30/2015	157.89
GATEWAY TIRE & SERVICE CENTER	1102754342	06/30/2015	TIRE	400-721-630-400		06/30/2015	115.08
PALMER'S SERVICE CENTER	INV0014659	06/30/2015	UNIT #59	400-721-630-360		06/30/2015	100.48
FASTENAL COMPANY	MSSTA57506	06/30/2015	PVC GLOVES	400-721-555-250		06/30/2015	60.21
BBVA COMPASS	301632	06/30/2015	TKT#10261 VACUUM TRUCK	400-721-630-400		06/30/2015	1,177.00
DIXIE WHOLESAL WATERWORKS	446748	06/30/2015	FERNCO COUPLING	400-721-630-566		06/30/2015	257.82
PALMER'S SERVICE CENTER	INV0014660	06/30/2015	UNIT #63	400-721-630-360		06/30/2015	35.00
OKTIBBEHA COUNTY COOPERATIVE	902409	07/01/2015	UNIFORM PANTS	400-721-535-233		07/01/2015	127.22
VACUUM TRUCK SALES & SERVICES, LLC	LA6033	07/01/2015	REPAIR CAMERA	400-721-630-400		07/01/2015	842.16
UNITED RENTALS (NORTH AMERICA), INC.	128767509-001	07/01/2015	CUT OFF SAW	400-721-918-805		07/01/2015	975.00
BASICS, INC A Trade America Company	19743	07/01/2015	TIME CLOCK	400-721-555-250		07/01/2015	305.50
POLLAN & ASSOC.	3678	06/30/2015	UNIFORM SHIRTS	400-721-535-233		06/30/2015	63.10
POLLAN & ASSOC.	3690	06/30/2015	UNIFORM SHIRTS	400-721-535-233		06/30/2015	91.93
BELL BUILDING SUPPLY, INC.	116969	07/01/2015	SAKRETE	400-721-555-250		07/01/2015	42.90
SOUTHERN PIPE AND SUPPLY CO., INC	8728421-00	07/01/2015	PVC PIPE MATERIALS	400-721-630-563		07/01/2015	159.28
PALMER'S SERVICE CENTER	INV0014662	06/30/2015	UNIT #57	400-721-630-360		06/30/2015	906.32
PALMER'S SERVICE CENTER	INV0014663	06/30/2015	LITTLE DUMP TRK	400-721-630-360		06/30/2015	534.93
RACKLEY OIL INC.	000408779	07/01/2015	GAS	400-721-525-231		07/01/2015	163.48
SOUTHERN PIPE AND SUPPLY CO., INC	8742134-00	07/01/2015	PVC MATERIALS	400-721-630-563		07/01/2015	50.56
FASTENAL COMPANY	MSSTA57870	07/01/2015	COMBO TOOL KIT	400-721-555-250		07/01/2015	371.99
CINTAS	215813693	06/23/2015	REHAB	400-721-535-233		06/23/2015	23.23
IVY AUTO PARTS, LLC	5000556	07/01/2015	GREASE GUN	400-721-555-250		07/01/2015	21.99

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
OKTIBBEHA COUNTY COOPERATIVE	911724	07/01/2015	TOP SOIL	400-721-555-250		07/01/2015	108.00
CINTAS	215813380	07/01/2015	REHAB	400-721-535-233		07/01/2015	23.23
COBURN SUPPLY COMPANY	648015132	07/01/2015	FERNCO MATERIALS	400-721-630-566		07/01/2015	1,491.37
CINTAS	215817018	07/01/2015	REHAB	400-721-535-233		07/01/2015	23.23
CSPIRE WIRELESS	INV0014686	07/02/2015	JUNE 2015	400-721-604-330		07/02/2015	339.52
OKTIBBEHA COUNTY COOPERATIVE	25363	07/01/2015	SEED TREATMENT	400-721-630-566		07/01/2015	178.00
OKTIBBEHA COUNTY COOPERATIVE	905794	07/01/2015	TOP SOIL	400-721-630-566		07/01/2015	108.00
PALMER'S SERVICE CENTER	INV0014661	06/30/2015	8IG DUMP TRK	400-721-630-360		06/30/2015	641.23
OKTIBBEHA COUNTY COOPERATIVE	907315	07/01/2015	CUB TILER	400-721-918-805		07/01/2015	899.00
OKTIBBEHA COUNTY COOPERATIVE	907326	07/01/2015	ENGINE OIL	400-721-918-805		07/01/2015	4.25
OKTIBBEHA COUNTY COOPERATIVE	907496	07/01/2015	TOP SIL	400-721-630-566		07/01/2015	288.00
BELL BUILDING SUPPLY, INC.	1167487	07/01/2015	SAKRETE	400-721-555-250		07/01/2015	12.87

Outstanding Total: 24,636.25

Department 721 - NEW CONSTRUCTION REHAB Total: 24,636.25

Department: 723 - WATER DEPARTMENT

Outstanding

APAC-MISSISSIPPI, INC	71569201	06/23/2015	ASPHALT REPAIRS	400-723-587-279		06/23/2015	57,008.93
ORMAN'S WELDING & FAB, INC.	25047	06/29/2015	REPLACE GEARBOX ON BARSCREEN	400-723-630-400		06/29/2015	1,257.55
CENTRAL PIPE SUPPLY, INC.	5100017413.001	06/23/2015	BADGER METER	400-723-918-805		06/23/2015	4,791.20
APAC-MISSISSIPPI, INC	4000054657	06/23/2015	ST 9 S MM RAP	400-723-587-279		06/23/2015	440.27
PALMER'S SERVICE CENTER	INV0014656	06/30/2015	UNIT #62	400-723-630-360		06/30/2015	259.98
PALMER'S SERVICE CENTER	INV0014657	06/30/2015	UNIT #6	400-723-630-360		06/30/2015	680.30
COBURN SUPPLY COMPANY	647950955	06/29/2015	PIERCING TOOL	400-723-918-805		06/29/2015	1,084.00
RONNIE JONES CONSTRUCTION, INC	9603-STARKE	06/29/2015	FILL SAND	400-723-630-567		06/29/2015	1,408.95
CANON FINANCIAL SERVICES, INC	15016496	06/23/2015	UCOVO RENT	400-723-604-330		06/23/2015	35.00
CINTAS	215813697	06/23/2015	AUTO	400-723-535-233		06/23/2015	39.29
CINTAS	215813698	06/23/2015	WATER	400-723-535-233		06/23/2015	125.43
VERIZON WIRELESS	9746651391	06/23/2015	ACC#523561109-00001 PHONE CHARGES	400-723-604-330		06/23/2015	200.07
BANKFIRST-VISA PAYMENT	INV0014519	06/22/2015	TYDEN BROOKS	400-723-949-978		06/22/2015	450.00
BANKFIRST-VISA PAYMENT	INV0014520	06/22/2015	TYDEN BROOKS	400-723-949-978		06/22/2015	40.14
STARKVILLE ELECTRIC	INV0014536	06/23/2015	WATER (146.1) ~METER READING~	400-723-600-316		06/23/2015	9,294.80
STARKVILLE ELECTRIC	INV0014536	06/23/2015	WATER (146.1) ~METER READING~	400-723-600-334		06/23/2015	15,579.42

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
NETWORKFLEET, INC.	INVE0079616	07/01/2015	GPS TRACKING	400-723-604-330		07/01/2015	448.92
CANON SOLUTIONS AMERIC	925167	06/23/2015	UCOYO USAGE	400-723-604-330		06/23/2015	56.32
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	ACC#8282 41 101 0015619	400-723-604-330		07/01/2015	78.57
MAXXSOUTH BROADBAND	INV0014675	07/01/2015	CHARGES	400-723-604-330		07/01/2015	78.58
BANCORPSOUTH	#3	06/23/2015	ACC#8282 41 101 0015619	400-723-820-824		06/23/2015	3,408.33
EQUIPMENT FINANCE	#3	06/23/2015	CHARGES	400-723-820-824		06/23/2015	391.26
BANCORPSOUTH	#3	06/23/2015	MINI EXCAVATOR 7/20/15	400-723-830-873		06/23/2015	35.00
EQUIPMENT FINANCE	215815384	07/01/2015	AUTO	400-723-535-233		07/01/2015	143.78
CINTAS	215815385	07/01/2015	WATER	400-723-535-233		07/01/2015	2,401.25
GROUNDSTONE	219-3	06/29/2015	CONCRETE REPAIR	400-723-630-400		06/29/2015	96.51
CONSTRUCTION	INV0014626	06/26/2015	PURCHASE POWER	400-723-600-364		06/26/2015	35.00
PITNEY BOWES INC-	215817022	07/01/2015	AUTO	400-723-535-233		07/01/2015	175.20
PURCHASE POWER	215817023	07/01/2015	WATER	400-723-535-233		07/01/2015	2,027.34
CINTAS	9618-STARK	06/30/2015	FILL SAND	400-723-630-563		06/30/2015	383.80
RONNIE JONES	3485	06/23/2015	TALKING WARRIOR WATER	400-723-630-400		06/23/2015	1,800.00
CONSTRUCTION, INC	0000021193	07/01/2015	APRIL 2015	400-723-630-400		07/01/2015	41.32
GOLDEN TRIANGLE	INV0014529	06/23/2015	10" TAPS	400-723-625-380		06/23/2015	104,296.51
PLANNING & DEVELOPM			#3020752702 WATER			Outstanding Total:	104,296.51
PERMA CORPORATION						Department 723 - WATER DEPARTMENT Total:	104,296.51
ATMOS ENERGY							

Department: 726 - WASTEWATER TREATMENT PLANT

Outstanding							
NCL OF WISCONSIN, INC	347881	06/30/2015	QA/QC STANDARD	400-726-577-274		06/30/2015	100.83
NCL OF WISCONSIN, INC.	348893	06/29/2015	CHEMICALS	400-726-577-274		06/29/2015	57.55
FISHER SCIENTIFIC	3012983	06/29/2015	PIPEITS	400-726-577-274		06/29/2015	422.36
ALLIED UNIVERSAL	11236391	06/29/2015	CHLORINE GAS	400-726-577-274		06/29/2015	912.00
CORPORATION	15299	06/30/2015	TOOLS	400-726-630-428		06/30/2015	222.08
LUCKETT PUMP & WELL	746731	06/29/2015	COLIFORM / NUTRIENTS /	400-726-577-274		06/29/2015	590.24
SERVICE, INC.3	5418318-002	06/29/2015	DMR-QA #8	400-726-535-233		06/29/2015	119.34
ENVIRONMENTAL	5418318-003	06/29/2015	UNIFORM SHIRTS	400-726-535-233		06/29/2015	29.83
RESOURCE ASSOCIATES	102308H5	06/29/2015	UNIFORM SHIRTS	400-726-630-400		06/29/2015	945.00
RIVERSIDE	11624	06/29/2015	INSPECTION HOIST SYSTEM	400-726-720-801		06/29/2015	6,830.00
MANUFACTURING COMPAN			SCREW COMPACTOR				
RIVERSIDE							
MANUFACTURING COMPAN							
GLENN MACHINE WORKS,							
INC							
ENVIRONMENTAL							
TECHNICAL SALES, INC							

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
NORTHERN SAFETY CO., INC.	901378907	06/30/2015	FULL FACEPIECE RESP / VAPOR	400-726-555-250		06/30/2015	366.12
HOLLIS BROTHERS ELECTRIC & REFRIG	74440	06/29/2015	A/C REPAIR	400-726-691-550		06/29/2015	192.00
DUTCH LUBRICANTS	26867300	06/29/2015	RETINAX	400-726-525-231		06/29/2015	229.17
BASICS, INC. A Trade America Company	19612	06/29/2015	DIAL SOAP	400-726-555-250		06/29/2015	57.91
USA BLUEBOOK	611944	06/29/2015	ASPIRATOR BOTTLE / MATERIALS	400-726-577-274		06/29/2015	883.92
ELECTRIC MOTOR SALES & SERVICE, INC.	0105118	06/30/2015	SERVICE CALL REMOVE/REPAIR PUMP NPDES	400-726-630-400		06/30/2015	8,250.00
ARGUS ANALYTICAL, INC.	1022424	06/29/2015	9/16 CLAMP	400-726-600-314		06/29/2015	234.00
BELL BUILDING SUPPLY, INC.	112398	06/29/2015	UNIFORM SHIRTS	400-726-555-250		06/29/2015	3.80
RIVERSIDE MANUFACTURING COMPANY	5418318-004	06/29/2015		400-726-535-233		06/29/2015	29.84
ARGUS ANALYTICAL, INC.	1022581	06/30/2015	5/14/15 WEEKLY TESTING	400-726-600-314		06/30/2015	234.00
OKTIBBEHA COUNTY COOPERATIVE	894856	06/30/2015	HOSE, NOZZLE, WASHER, HINGE	400-726-555-250		06/30/2015	45.35
STARKVILLE AUTO PARTS	5151-80085	06/30/2015	MINI BULB	400-726-555-250		06/30/2015	31.94
ARGUS ANALYTICAL, INC.	1022683	06/30/2015	5/20/15 WEEKLY TESTING	400-726-600-314		06/30/2015	234.00
ARGUS ANALYTICAL, INC.	1022808	06/30/2015	5/28/15 WEEKLY TESTING	400-726-600-314		06/30/2015	234.00
OKTIBBEHA COUNTY COOPERATIVE	887225	06/29/2015	SPRAYER / LIFT ARM PIN	400-726-555-250		06/29/2015	62.52
SOUTHERN PIPE AND SUPPLY CO., INC.	8612884-00	06/30/2015	COUPLING, TEFLON TAPE	400-726-630-400		06/30/2015	9.24
BASICS, INC. A Trade America Company	19635	06/30/2015	JANITORIAL SUPPLIES	400-726-555-250		06/30/2015	96.60
SOUTHERN PIPE AND SUPPLY CO., INC.	8595605-01	06/30/2015	SUMP PUMP	400-726-918-805		06/30/2015	491.00
SOUTHERN PIPE AND SUPPLY CO., INC.	8595482-00	06/30/2015	ROOF VENTILATOR	400-726-691-550		06/30/2015	1,407.00
4-COUNTY ELECTRIC POWER ASSOCIATION	14249	06/23/2015	UTILITIES	400-726-625-380		06/23/2015	920.00
CINTAS	215813695	06/23/2015	WASTE WATER	400-726-535-233		06/23/2015	6.64
VERIZON WIRELESS	9746651391	06/23/2015	ACCH523561109-00001 PHONE CHARGES	400-726-604-330		06/23/2015	40.01
STARKVILLE ELECTRIC	INV0014674	07/01/2015	SED BILLS BY DEPT	400-726-625-380		07/01/2015	3,093.07
CLEARWATER INC., ENVIRONMENTAL ENGI	101 51506	06/29/2015	WWTF OPS MAY 1-28, 2015	400-726-600-338		06/29/2015	9,691.50
ARGUS ANALYTICAL, INC.	1022869	06/30/2015	6/2/15 WEEKLY TESTING	400-726-600-314		06/30/2015	234.00
DELTA COM	110417950621150	07/01/2015	ACC#11041795 PHONE SYSTEM	400-726-630-400		07/01/2015	61.00
CINTAS	215815382	07/01/2015	WASTE WATER	400-726-535-233		07/01/2015	6.64
ELECTRIC MOTOR SALES & SERVICE, INC.	0105745	06/30/2015	30HP HYDROMATIC MATERIALS	400-726-630-400		06/30/2015	2,229.00

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
ELECTRIC MOTOR SALES & SERVICE, INC.	0105746	06/30/2015	HYDROMATIC REPAIR PUMP	400-726-630-400		06/30/2015	3,851.25
CINTAS	215817020	07/01/2015	WASTE WATER	400-726-535-233		07/01/2015	6.64
STARKVILLE DAILY NEWS	INV0014673	06/30/2015	ADVERTISING	400-726-604-330		06/30/2015	430.52
DELTACOM	121623350607150	06/23/2015	#12162335 PHONE CHARGES	400-726-604-330		06/23/2015	51.36
Outstanding Total:							43,943.27

Department 726 - WASTEWATER TREATMENT PLANT Total: 43,943.27

Department: 740 - DRINKING WATER TREATMENT

Outstanding							
DIXIE WHOLESAL WATERWORKS	446062	06/23/2015	ROLL RED GASKET	400-740-555-250		06/23/2015	304.80
CHLORINATION & CONTROLS, INC	8494	06/23/2015	HYDRO #2 NOZZLE FOR E11000	400-740-586-278		06/23/2015	171.00
WOFFORD WATER SERVICE, INC.	4783	06/23/2015	BLUEFIELD / CURRY & HENDERSON / PARKOALE	400-740-575-274		06/23/2015	3,658.40
LOWE'S	11239	06/29/2015	BRASS PARTS	400-740-555-250		06/29/2015	9.01
PAUL'S WELDING	5491	06/29/2015	INSTALL VALVE BLUEFIELD #	400-740-586-278		06/29/2015	320.00
SUBURBAN PROPANE	INV0014653	06/29/2015	PROPANE	400-740-525-231		06/29/2015	451.59
SUBURBAN PROPANE	INV0014653	06/29/2015	PROPANE	400-740-525-231		06/29/2015	9.62
THOMPSON MACHINERY	RP14634	06/29/2015	REPAIR GENERATOR	400-740-630-400		06/29/2015	1,815.52
4-COUNTY ELECTRIC POWER ASSOCIATION	14249	06/23/2015	UTILITIES	400-740-625-380		06/23/2015	11,374.00
CONTROL SYSTEMS	49308	06/29/2015	SERVICE CALL WELL#7	400-740-586-278		06/29/2015	508.92
STARKVILLE ELECTRIC	INV0014674	07/01/2015	SED BILLS BY DEPT	400-740-625-380		07/01/2015	2,741.00
OKTIBBEHA COUNTY COOPERATIVE	904251	06/23/2015	PADDLE STRAP / FIRE ANT KILLER	400-740-691-550		06/23/2015	31.41
STARKVILLE GARBAGE	INV0014670	06/30/2015	#600137 JUNE 2015	400-740-691-550		06/30/2015	94.50
Outstanding Total:							21,489.77

Department 740 - DRINKING WATER TREATMENT Total: 21,489.77

Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS

Outstanding							
4-D CONSTRUCTION, INC	9	06/30/2015	SEWER EXPANSION	400-747-911-860		06/30/2015	33,301.38
Outstanding Total:							33,301.38
Paid							
PRECISION CONSTRUCTION, LLC	INV0014682	07/01/2015	CARVER DRIVE	400-747-948-854		07/01/2015	24,710.51
Paid Total:							24,710.51

Department 747 - MDA CAP LOAN SEWER IMPROVEMENTS Total: 58,011.89

Fund 400 - WATER & SEWER DEPARTMENTS Total: 760,107.55

Expense Approval Report

Post Dates: 6/18/2015 - 7/2/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 610 - TRUST & AGENCY							
Department: 000 - UNDESIGNATED							
Outstanding							
STARKVILLE	INV0014649	06/29/2015	HOTEL/MOTEL 2%TAX	610-000-147-656		06/29/2015	17,651.53
CONVENTIONS/VISITORS BU							
Outstanding Total:							17,651.53
Department 000 - UNDESIGNATED Total:							17,651.53
Fund 610 - TRUST & AGENCY Total:							17,651.53
Fund: 630 - ECONOMIC DEV, TOURISM & CONV							
Department: 000 - UNDESIGNATED							
Outstanding							
MSU	INV0014647	06/29/2015	2% FOOD & BEV TAX 20%	630-000-147-657		06/29/2015	33,505.86
O C E D A	INV0014648	06/29/2015	2 % FOOD & BEV TAX 15%	630-000-148-655		06/29/2015	25,129.39
STARKVILLE	INV0014649	06/29/2015	2% FOOD & BEV TAX 15%	630-000-147-664		06/29/2015	25,129.39
CONVENTIONS/VISITORS BU							
Outstanding Total:							83,764.64
Department 000 - UNDESIGNATED Total:							83,764.64
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:							83,764.64
Grand Total:							782,506.70

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	372,192.90	6,331.90
002 - RESTRICTED POLICE FUND	41.78	0.00
015 - AIRPORT FUND	2,197.23	0.00
022 - SANITATION	20,199.44	51.00
023 - LANDFILL ACCOUNT	1,343.13	0.00
311 - PARKING MILL PROJECT	14,858.00	0.00
375 - PARK AND REC TOURISM	10,159.10	0.00
400 - WATER & SEWER DEPARTMENTS	260,187.95	24,710.51
610 - TRUST & AGENCY	17,651.53	0.00
630 - ECONOMIC DEV, TOURISM & CONV	83,764.64	0.00
Grand Total:	782,595.70	31,093.41

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	1,526.51	880.00
001-000-054-208	DUE FROM PARKS & REC	72.54	0.00
001-000-149-691	MUNICIPAL COURT BON	2,434.50	1,709.50
001-000-160-698	DONATION POLICE	1,000.81	0.00
001-000-330-135	COURT CLERK SETTLEME	104.99	104.99
001-000-334-126	POLICE FORFEITED FUN	221.00	0.00
001-000-354-612	MISCELLANEOUS REVEN	2,402.25	0.00
001-100-604-330	COMMUNICATIONS	414.12	0.00
001-110-501-200	SUPPLIES	919.00	0.00
001-110-604-330	COMMUNICATIONS	371.64	0.00
001-110-620-370	INSURANCE	175.00	0.00
001-120-501-200	SUPPLIES	51.50	0.00
001-120-503-202	COMMITTEE SUPPORT	42.26	0.00
001-120-604-330	COMMUNICATIONS	555.43	0.00
001-120-610-350	TRAVEL	2,132.73	2,132.73
001-120-630-360	SHOP REPAIRS & MAINT	401.21	0.00
001-123-600-300	PROFESSIONAL SERVICE	1,204.97	0.00
001-123-604-330	COMMUNICATIONS	741.12	0.00
001-123-630-400	EQUIPMENT REPAIR &	35.00	0.00
001-123-691-550	MISCELLANEOUS	10.00	0.00
001-142-600-340	MAYOR YOUTH COUNCI	1,101.35	758.44
001-145-501-200	SUPPLIES	309.80	0.00
001-145-604-330	COMMUNICATIONS	191.06	0.00
001-145-610-350	TRAVEL	485.24	366.24
001-145-630-400	EQUIPMENT REPAIR &	551.45	0.00
001-145-670-377	MOTOR VEHICLE LIABILI	4,427.25	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-145-670-378	APPEARANCE BOND FEE	141.25	0.00
001-145-670-382	TRAFFIC VIOLATIONS (T	16,718.00	0.00
001-145-670-385	IMPLIED CONSENT (TRU	9,108.50	0.00
001-145-670-386	WIRELESS COMM/DPS (	3,370.00	0.00
001-145-670-387	OTHER MISDEMEANORS	5,868.73	0.00
001-145-670-389	ADULT DRIVERS TRAININ	1,408.25	0.00
001-145-670-391	TRAUMA TRAFFIC(TRUS	713.50	0.00
001-145-670-393	VICTIMS BOND FEE (TRU	633.50	0.00
001-145-670-395	DRUG VIOLATION/TRUS	209.75	0.00
001-159-620-371	BONDING-CITY EMPLOY	275.00	0.00
001-169-600-309	LEGAL EXPENSES	51,700.00	0.00
001-169-600-327	CITY ATTORNEY BOND	27,000.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	921.32	0.00
001-180-501-200	SUPPLIES	777.32	0.00
001-180-604-330	COMMUNICATIONS	242.35	0.00
001-190-604-330	COMMUNICATIONS	857.10	0.00
001-190-607-607	HISTORIC PRES COMMIS	145.00	0.00
001-190-630-401	OFFICE EQUIP MAINT	413.56	0.00
001-192-535-233	UNIFORMS	77.52	0.00
001-192-625-380	UTILITIES	2,642.93	0.00
001-196-630-402	REPAIRS & MAINTENAN	2,050.00	0.00
001-197-501-200	SUPPLIES	36.07	0.00
001-197-525-231	GAS & OIL	27.30	0.00
001-197-600-308	ENGINEERING SERVICES	156.25	0.00
001-197-604-330	COMMUNICATIONS	389.89	0.00
001-201-525-231	GAS & OIL	6,365.41	0.00
001-201-535-233	UNIFORMS	1,474.62	0.00
001-201-556-251	POLICE SUPPLIES	3,810.33	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,031.27	0.00
001-201-600-319	PHYSICAL EXAMINATION	356.00	0.00
001-201-604-330	COMMUNICATIONS	2,576.95	0.00
001-201-625-380	UTILITIES	2,508.21	0.00
001-201-630-360	SHOP REPAIRS & MAINT	4,158.51	0.00
001-201-630-429	RADAR EQUIPMENT MAI	132.00	0.00
001-201-635-369	COPIER RENTAL	575.42	0.00
001-201-691-550	MISCELLANEOUS	52.00	0.00
001-215-541-237	OPERATING SUPPLIES	118.64	0.00
001-230-690-552	POLICE TRAINING & EDU	2,800.00	0.00
001-250-600-300	PROFESSIONAL SERVICE	102.14	0.00
001-250-604-330	COMMUNICATIONS	113.07	0.00
001-254-691-550	MISCELLANEOUS	3,660.80	0.00
001-261-501-200	SUPPLIES	533.89	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-510-220	SUPPLIES - TOOLS	1,278.37	0.00
001-261-525-231	GAS & OIL	419.68	0.00
001-261-535-233	UNIFORMS	3,460.47	0.00
001-261-554-240	FIRE INVESTIGATION	17.76	0.00
001-261-555-250	SUPPLIES & SMALL TOO	284.43	0.00
001-261-610-350	TRAVEL	258.00	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,851.66	0.00
001-261-691-550	MISCELLANEOUS	224.00	0.00
001-263-600-390	FIRE TRAINING	5,895.81	0.00
001-264-604-330	COMMUNICATIONS	656.39	0.00
001-264-630-404	RADIO MAINTENANCE /	49.84	0.00
001-267-558-269	BUILDING MAINTENANC	928.78	0.00
001-267-625-380	UTILITIES	2,535.15	0.00
001-281-501-200	SUPPLIES	47.37	0.00
001-281-604-330	COMMUNICATIONS	299.11	0.00
001-281-690-553	TRAINING	1,143.32	0.00
001-281-691-550	MISCELLANEOUS	65.40	0.00
001-290-625-380	UTILITIES	258.54	0.00
001-301-501-200	SUPPLIES	30.98	0.00
001-301-535-233	UNIFORMS	475.32	0.00
001-301-555-250	SUPPLIES & SMALL TOO	8,486.70	0.00
001-301-560-270	CONSTRUCTION MATER	1,171.84	0.00
001-301-604-330	COMMUNICATIONS	281.64	0.00
001-301-625-380	UTILITIES	30.35	0.00
001-302-625-380	UTILITIES	9,463.09	0.00
001-360-525-231	GAS & OIL	212.62	0.00
001-360-535-233	UNIFORMS	159.70	0.00
001-360-555-250	SUPPLIES & SMALL TOO	430.62	0.00
001-360-604-330	COMMUNICATIONS	37.92	0.00
001-360-625-380	UTILITIES	1,177.22	0.00
001-600-721-813	TRAFFIC LIGHT MAINT	288.00	0.00
001-600-902-940	LYNN LANE IMPROVEME	134,561.59	0.00
001-600-912-822	CARVER DRIVE	3,628.00	380.00
001-600-912-850	STIP 30% MATCH	4,950.00	0.00
001-605-600-300	PROFESSIONAL SERVICE	8,998.15	0.00
002-251-501-200	SUPPLIES	41.78	0.00
015-505-501-200	SUPPLIES	15.00	0.00
015-505-600-338	CONTRACT SERVICES	932.60	0.00
015-505-604-330	COMMUNICATIONS	62.01	0.00
015-505-610-340	ADVERTISING	106.18	0.00
015-505-625-380	UTILITIES	921.80	0.00
015-505-630-400	EQUIPMENT REPAIR &	10.99	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-691-550	MISCELLANEOUS	148.65	0.00
022-322-525-231	GAS & OIL	694.00	0.00
022-322-535-233	UNIFORMS	890.52	0.00
022-322-555-250	SUPPLIES & SMALL TOO	2,177.33	0.00
022-322-600-300	PROFESSIONAL SERVICE	217.00	0.00
022-322-600-333	ADMINISTRATIVE SERVI	4,979.03	0.00
022-322-600-379	REGIONAL LANDFILL EXP	1,445.00	0.00
022-322-600-431	CONTRACT RECYCLING	326.50	0.00
022-322-604-330	COMMUNICATIONS	737.87	0.00
022-322-630-360	SHOP REPAIRS & MAINT	3,890.42	0.00
022-322-691-550	MISCELLANEOUS	51.00	51.00
022-325-630-360	SHOP REPAIRS & MAINT	127.72	0.00
022-325-691-550	MISCELLANEOUS	126.66	0.00
022-341-535-233	UNIFORMS	160.98	0.00
022-341-555-250	SUPPLIES & SMALL TOO	3,534.38	0.00
022-341-630-360	SHOP REPAIRS & MAINT	654.42	0.00
022-341-691-550	MISCELLANEOUS	186.61	0.00
023-323-501-200	SUPPLIES	72.69	0.00
023-323-535-233	UNIFORMS	117.08	0.00
023-323-555-250	SUPPLIES & SMALL TOO	226.14	0.00
023-323-604-330	COMMUNICATIONS	80.04	0.00
023-323-625-380	UTILITIES	93.00	0.00
023-323-630-360	SHOP REPAIRS & MAINT	754.18	0.00
311-656-600-333	ADMINISTRATIVE SERVICES	14,858.00	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	10,159.10	0.00
400-000-070-250	INVENTORY	7,810.26	0.00
400-721-525-231	GAS & OIL	163.48	0.00
400-721-535-233	UNIFORMS	661.02	0.00
400-721-555-250	SUPPLIES & SMALL TOO	1,528.25	0.00
400-721-575-274	CHEMICALS	2,602.20	0.00
400-721-604-330	COMMUNICATIONS	339.52	0.00
400-721-630-360	SHOP REPAIRS & MAINT	2,375.85	0.00
400-721-630-400	EQUIPMENT REPAIR &	2,134.24	0.00
400-721-630-563	CONSTRUCTION MATERI	2,619.24	0.00
400-721-630-566	CONSTRUCTION MATERI	9,794.20	0.00
400-721-630-568	CONTRACT LABOR	540.00	0.00
400-721-918-805	MACHINERY AND EQUIP	1,878.25	0.00
400-723-535-233	UNIFORMS	553.70	0.00
400-723-587-279	STREET MAINTENANCE S	57,449.20	0.00
400-723-600-316	CONTRACT SERVICE-ME	9,294.80	0.00
400-723-600-334	ADMINISTRATIVE SERVI	15,579.42	0.00
400-723-600-364	BILLING SERVICES	383.80	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
400-723-604-330	COMMUNICATIONS	993.97	0.00
400-723-625-380	UTILITIES	41.32	0.00
400-723-630-360	SHOP REPAIRS & MAINT	940.28	0.00
400-723-630-400	EQUIPMENT REPAIR &	5,458.80	0.00
400-723-630-563	CONSTRUCTION MATERI	2,027.34	0.00
400-723-630-567	CONSTRUCTION MATERI	1,408.95	0.00
400-723-820-824	EQUIPMENT LEASE PRIN	3,408.33	0.00
400-723-830-873	EQUIPMENT LEASE INTE	391.26	0.00
400-723-918-805	MACHINERY AND EQUIP	5,875.20	0.00
400-723-949-978	AMI SYSTEMS	490.14	0.00
400-726-525-231	GAS & OIL	229.17	0.00
400-726-535-233	UNIFORMS	198.93	0.00
400-726-555-250	SUPPLIES & SMALL TOO	664.24	0.00
400-726-577-274	CHEMICALS	2,966.90	0.00
400-726-600-314	CONTRACT TESTING SER	1,170.00	0.00
400-726-600-338	CONTRACT SERVICES	9,691.50	0.00
400-726-604-330	COMMUNICATIONS	521.89	0.00
400-726-625-380	UTILITIES	4,013.07	0.00
400-726-630-400	EQUIPMENT REPAIR &	15,345.49	0.00
400-726-630-428	REMOTE PUMP STATIO	222.08	0.00
400-726-691-550	MISCELLANEOUS	1,599.00	0.00
400-726-720-801	CAPITAL OUTLAY, IMPR	6,830.00	0.00
400-726-918-805	MACHINERY AND EQUIP	491.00	0.00
400-740-525-231	GAS & OIL	461.21	0.00
400-740-555-250	SUPPLIES & SMALL TOO	313.81	0.00
400-740-575-274	CHEMICALS	3,658.40	0.00
400-740-586-278	TANK & WELL MAINTEN	999.92	0.00
400-740-625-380	UTILITIES	14,115.00	0.00
400-740-630-400	EQUIPMENT REPAIR &	1,815.52	0.00
400-740-691-550	MISCELLANEOUS	125.91	0.00
400-747-911-860	SW STK SEWER IMP CON	33,301.38	0.00
400-747-948-854	CARVER DRIVE DRAINAG	24,710.51	24,710.51
610-000-147-656	DUE TO GOVERNMENT	17,651.53	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	33,505.86	0.00
630-000-147-664	DUE TO VISITORS/CONV	25,129.39	0.00
630-000-148-655	DUE TO FDA	25,129.39	0.00
Grand Total:		782,595.70	31,093.41

Project Account Summary

Project Account Key
None

Expense Amount Payment Amount
782,595.70 31,093.41

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None		
Grand Total:	782,595.70	31,093.41

STARKVILLE ELECTRIC DEPT
FRG. ACTPAYMT

ACCOUNTS PAYABLE LISTING
FOR: 07/08/15 ACCOUNT 23200

UNPAID INVOICES

RUN DATE 07/01/15 PAGE 1
09:43 AM

INVOICE	DATE	PO NR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
---------	------	-------	-------------	-------------	------------	-------------------	---------------	------------	----------------	-------------------	-------------------

VENDOR: 100 APEA

267359	06/30/15	0	APEA Safety Manuals		07/08/15	238.50	.00	CHK			
--------	----------	---	---------------------	--	----------	--------	-----	-----	--	--	--

VENDOR TOTAL: 238.50

VENDOR: 108 ALARM ONE

138860	06/30/15	0	Security System Monitoring		07/08/15	59.85	.00	CHK			
--------	----------	---	----------------------------	--	----------	-------	-----	-----	--	--	--

VENDOR TOTAL: 59.85

VENDOR: 110 ARKANSAS ELECTRIC

3802151	06/30/15	5877	Amp Connectors		07/08/15	3427.00	.00	ACH			
---------	----------	------	----------------	--	----------	---------	-----	-----	--	--	--

VENDOR TOTAL: 3427.00

VENDOR: 123 ATCO INTERNATIONAL

10435027	06/30/15	5900	Insect Repellent		07/08/15	351.73	.00	ACH			
----------	----------	------	------------------	--	----------	--------	-----	-----	--	--	--

VENDOR TOTAL: 351.73

VENDOR: 125 AT & T

06/22/15	06/30/15	0	Phone Bill		07/08/15	589.14	.00	CHK			
----------	----------	---	------------	--	----------	--------	-----	-----	--	--	--

VENDOR TOTAL: 589.14

VENDOR: 139 ACC BUSINESS

151614801	06/30/15	0	Internet Services		07/08/15	1299.20	.00	CHK			
-----------	----------	---	-------------------	--	----------	---------	-----	-----	--	--	--

VENDOR TOTAL: 1299.20

VENDOR: 170 ASHLEY SLING, INC.

307142	06/30/15	5893	Lifting Slings		07/08/15	970.64	.00	CHK			
--------	----------	------	----------------	--	----------	--------	-----	-----	--	--	--

VENDOR TOTAL: 970.64

VENDOR: 195 BRIGGS EQUIPMENT

INV0269576	06/30/15	5910	Monthly Forklift Rental		07/08/15	600.00	.00	ACH			
INV0285798	06/30/15	5945	Forklift Rental Pickup		07/08/15	285.00	.00	ACH			

VENDOR TOTAL: 885.00

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP#	AP	INVOICE	TAX	PMT	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	TYP	AMOUNT	DATE	ACH SEQ
VENDOR:	202	BELL BUILDING SUPPLY									
116838;117107	06/30/15	5905	PVC Pipe & Fittings		07/08/15	19.26		.00			
118824	06/30/15	5937	Marking Paint		07/08/15	39.13		.00			
VENDOR TOTAL:						58.39					
VENDOR:	318	CLAYTON VILLAGE MINI STG									
06/27/15	06/30/15	0	Storage Unit Rental		07/08/15	199.09		.00			
VENDOR TOTAL:						199.09					
VENDOR:	341	CDW GOVERNMENT, INC									
VT34798;VX97238;	06/30/15	5867	Toughpad Tablet, Screen Prot		07/08/15	4031.33		.00			
WD97920	06/30/15	5924	Cordless Barcode Scanner		07/08/15	264.08		.00			
VENDOR TOTAL:						4295.41					
VENDOR:	400	IVY AUTO PARTS									
500649	06/30/15	5927	Backhoe Battery		07/08/15	199.00		.00			
VENDOR TOTAL:						199.00					
VENDOR:	555	ELSTER SOLUTIONS									
9000060253	06/30/15	5451	AMI Project - Meters		07/08/15	59339.52		.00			
9000060402	06/30/15	0	AMI Project Services		07/08/15	5415.23		.00			
VENDOR TOTAL:						64754.75					
VENDOR:	604	FASTENAL COMPANY									
MSSTA57669;57689	06/30/15	5883	Overhead Tools & Supplies		07/08/15	55.81		.00			
MSSTA57815	06/30/15	5903	8" Bench Grinder		07/08/15	158.15		.00			
MSSTA57949;58004	06/30/15	5928	Floor Fan, Mounting Brackets		07/08/15	129.77		.00			
VENDOR TOTAL:						343.73					
VENDOR:	607	4-WAY ELECTRIC, INC.									
FS05115;FS05131	06/30/15	5947	Field Service Testing		07/08/15	42367.00		.00			
VENDOR TOTAL:						42367.00					

STARKVILLE ELECTRIC DEPT
PRG. ACFTPAVLT

ACCOUNTS PAYABLE LISTING
FOR: 07/08/15 ACCOUNT 23200

UNPAID INVOICES

PAGE 3
RUN DATE 07/01/15 09:45 AM

INVOICE	DATE	EQ NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID DATE	CHECK/
VENDOR: 696 GARNER LUMBER ELECTRIC											
513079	06/30/15	5676	Stock Material		07/08/15	2239.00	.00	ACH			
513452	06/30/15	5802	Fibercrete Box Pad		07/08/15	1425.00	.00	ACH			
513481	06/30/15	5890	Burndy Cutter		07/08/15	3635.00	.00	ACH			
513533	06/30/15	5834	Compression Lugs		07/08/15	470.00	.00	ACH			
513682	06/30/15	5786	Conduct Brackets		07/08/15	1950.00	.00	ACH			
VENDOR TOTAL:						9719.00					
VENDOR: 721 GOLDEN TRIANGLE											
06/30/15	06/30/15	5880	Commercial Waste Disposal		07/08/15	1090.24	.00	CHK			
VENDOR TOTAL:						1090.24					
VENDOR: 730 GESCO UTILITY SUPPLY, INC.											
50007360-00	06/30/15	5849	Dead End Insulators		07/08/15	1300.50	.00	ACH			
50007430-00	06/30/15	5878	Elbow Arresters, Terminations		07/08/15	3550.00	.00	ACH			
50007483-00	06/30/15	5892	Stock Material		07/08/15	1830.00	.00	ACH			
VENDOR TOTAL:						6680.50					
VENDOR: 809 HOWARD INDUSTRIES, INC.											
24024-490690	06/30/15	5804	3-Phase Transformer		07/08/15	16873.00	.00	ACH			
VENDOR TOTAL:						16873.00					
VENDOR: 812 HELENZ CHEMICAL COMPANY											
62087313	06/30/15	5929	Herbicide Spraying		07/08/15	2870.14	.00	CHK			
VENDOR TOTAL:						2870.14					
VENDOR: 818 HANCOCK EQUIP. & OIL CO.											
06/24/15	06/30/15	5907	Pressure Washer Repair		07/08/15	166.90	.00	CHK			
VENDOR TOTAL:						166.90					
VENDOR: 1205 LOWE'S											
06/30/15	06/30/15	5884	Loaders, Drill, Tools		07/08/15	1743.73	.00	CHK			
VENDOR TOTAL:						1743.73					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL	AP	INVOICE	TAX	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	AMOUNT	DATE	ACH
VENDOR: 1231 TERRY KEMP										
06/30/15	06/30/15	0	Travel Reimbursement-TVPPA		07/08/15	660.91	.00	ACH		
VENDOR TOTAL:						660.91				
VENDOR: 1289 MCELROY ELEC CO, INC										
8748-13	06/30/15	5933	Contract Labor		07/08/15	38815.00	.00	CHK		
VENDOR TOTAL:						38815.00				
VENDOR: 1305 NEXAIR, LLC.										
3612585	06/30/15	5935	Gas Cylinder Rentals		07/08/15	112.20	.00	CHK		
VENDOR TOTAL:						112.20				
VENDOR: 1319 MONTIS PAPER & PACKAGING										
269284	06/30/15	5922	AP Laser Checks		07/08/15	461.17	.00	CHK		
VENDOR TOTAL:						461.17				
VENDOR: 1361 M & M PROSAFETY SUPPLY										
1296	06/30/15	5908	Marking Paint & Leather Glov		07/08/15	824.50	.00	ACH		
VENDOR TOTAL:						824.50				
VENDOR: 1400 NESCO										
S2020048.001	06/30/15	5889	Wire, Pliers, Screwdrivers,		07/08/15	267.28	.00	ACH		
S2021496.001	06/30/15	5898	Conduit Pipe		07/08/15	102.06	.00	ACH		
S2023850.001	06/30/15	5925	Warehouse Lighting		07/08/15	309.16	.00	ACH		
S2024903.001	06/30/15	5934	Conduit Pipe		07/08/15	418.05	.00	ACH		
VENDOR TOTAL:						1590.65				
VENDOR: 1406 NORTHEAST EXTERMINATING										
06/11/15	06/30/15	5917	Monthly Pest Control		07/08/15	45.00	.00	ACH		
VENDOR TOTAL:						45.00				
VENDOR: 1525 ORTIBBEHA CO. CO-OP										
905197	06/30/15	5894	Uniform Purchase		07/08/15	154.79	.00	ACH		
VENDOR TOTAL:						154.79				

INVOICE	DATE	PC	NR	DESCRIPTION	TEMP. INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMF TYPE	PAID AMOUNT	PAID DATE	VOID DATE	CHECK/ACR	SEQ
VENDOR:	1535	PALMER'S SERVICE COMPANY												
06/25/15	06/30/15	5939		Monthly Fleet Service		07/08/15	11278.06	.00	ACH					
VENDOR TOTAL:							11278.06							
VENDOR:	1620	FITTS SIGNS												
06/02/15	06/30/15	5916		Drive Top & Night Drop Sign		07/08/15	200.00	.00	CHK					
VENDOR TOTAL:							200.00							
VENDOR:	1623	POWERSHOWERS COLLECTION SALES												
576	06/30/15	5902		Stihl Chainsaw		07/08/15	291.30	.00	ACH					
VENDOR TOTAL:							291.30							
VENDOR:	1790	R & F CONCRETE SYSTEMS												
17218	06/30/15	5916		A/C Repair - Operations Cent		07/08/15	457.24	.00	CHK					
VENDOR TOTAL:							457.24							
VENDOR:	1800	RACKLEY OIL, INC.												
409476	06/30/15	5930		Fuel for Trucks		07/08/15	96.28	.00	ACH					
VENDOR TOTAL:							96.28							
VENDOR:	1887	S & S TIRE SERVICE												
1618-1623	06/30/15	0		Right of Way Cleaning		07/08/15	17335.20	.00	ACH					
VENDOR TOTAL:							17335.20							
VENDOR:	1910	STARKVILLE ELECTRIC												
06/12/15	06/30/15	0		Utility Bill		07/08/15	75.64	.00	CHK					
VENDOR TOTAL:							75.64							
VENDOR:	1940	STUART C. IRBY												
S008814568.003	06/30/15	5702		15KV URD Switchgear		07/08/15	42860.00	.00	ACH					
S008825307.001:S	06/30/15	5835		Repair Grounds & Hot Sticks		07/08/15	664.40	.00	ACH					
S008970948.001:S	06/30/15	5869		Transformer Testers		07/08/15	2185.90	.00	ACH					
S009001854.001:S	06/30/15	5904		Bucket Hooks, Belt Hooks, Wr		07/08/15	332.82	.00	ACH					
S009015323.001	06/30/15	5926		Line Hoses, Wheel Chocks, Et		07/08/15	1625.58	.00	ACH					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1945 SULLIVAN'S												
1790611	06/30/15		Office Supplies		07/08/15	420.26	.00	ACH				
VENDOR TOTAL:						420.26						
VENDOR: 1997 SOUTHEASTERN TESTING LAB												
345233	06/30/15		5909 Test & Clean High Volt Glove		07/08/15	228.65	.00	ACH				
VENDOR TOTAL:						228.65						
VENDOR: 1999 T & C SPECIALTY DISTRIBUTORS												
11049-IN	06/30/15		5850 1/0 URD Cable		07/08/15	17230.50	.00	CHK				
VENDOR TOTAL:						17230.50						
VENDOR: 2010 TVA-TREASURER												
EL5-05-0214	05/31/15		0 May Power Invoice		07/03/15	2412060.60	.00	DET				
VENDOR TOTAL:						2412060.60						
VENDOR: 2012 TVA/POWER PLAY SCH ASSN												
06/30/15	06/30/15		0 Dues		07/08/15	450.00	.00	CHK				
VENDOR TOTAL:						450.00						
VENDOR: 2015 TEMPLE & SON CO., INC												
INV0142334	06/30/15		5932 8 Phase Cabinet		07/08/15	9345.00	.00	ACH				
VENDOR TOTAL:						9345.00						
VENDOR: 2018 TRADE AMERICA												
19716;19730;1974	06/30/15		5806 Janitorial Supplies		07/08/15	383.14	.00	ACH				
VENDOR TOTAL:						383.14						
VENDOR: 2021 TCC FACILITIES MANAGEMENT												
1277	06/30/15		0 Janitorial Services		07/08/15	450.00	.00	ACH				
VENDOR TOTAL:						450.00						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 2033 TRI STAR WHEELER & BRAKE											
062747	06/30/15		5912 Oil Change - #49		07/08/15	46.95	.00	CHK			
323261	06/30/15		5901 Oil Change - Truck #28		07/08/15	38.95	.00	CHK			
VENDOR TOTAL:						85.90					
VENDOR: 2040 TUPPA EDUCATION & TRAIN.											
81077	06/30/15		0 DIC Safety Meeting		07/08/15	500.00	.00	CHK			
VENDOR TOTAL:						500.00					
VENDOR: 2115 CAPE ELECTRICAL SUPPLY											
5200720207.001	06/30/15		5854 Stock Material		07/08/15	4621.70	.00	ACH			
5200735399.001	06/30/15		5913 #2 & 1/0 URD Triplex		07/08/15	2060.84	.00	ACH			
VENDOR TOTAL:						6682.54					
VENDOR: 2210 VERIZON WIRELESS											
9746493685	06/30/15		0 Mobile Workforce		07/08/15	486.02	.00	CHK			
VENDOR TOTAL:						486.02					
VENDOR: 2300 WALMART COMMUNITY BRC											
06/30/15	06/30/15		5942 Office Supplies		07/08/15	265.89	.00	CHK			
VENDOR TOTAL:						265.89					
VENDOR: 2318 WELLS FARGO INSURANCE											
26566789	06/30/15		0 Pollution/Env. Liability Ren		07/08/15	2635.00	.00	ACH			
VENDOR TOTAL:						2635.00					
VENDOR: 99001904 TOMMY SULLIVAN											
06/30/15	06/30/15		0 Safety Glasses		07/08/15	331.00	.00	ACH			
VENDOR TOTAL:						331.00					
GRAND TOTAL:						2730893.99					



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7-7-2015
PAGE: 1 of 1

SUBJECT: Request permission to allow Fire Marshal Mark McCurdy to attend a Fire Investigator conference at Delta State University in Cleveland, MS on July 22-23, 2015. With travel not to exceed \$250.00.

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough at 769-3048

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: Grant permission allow Fire Marshal Mark McCurdy to attend a Fire Investigator conference at Delta State University in Cleveland, MS on July 22-23, 2015. With travel not to exceed \$250.00.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 07-07-2015
PAGE: 1 of 1

SUBJECT:

1. Request approval and adoption of changes to the Fire Department Run-Late and Failure-to-Show Policies.
2. Request permission to place the prior approved promotional policy in the Fire Department policy manual.

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough at 769-3048

PRIOR BOARD ACTION: On 12-16, 2014 the Board of Alderman approved a new promotional policy for the Fire Department. I will not be making any changes to the promotional policy. However I would like to remove the previous promotional policy and place the updated version in the Fire Department policy manual.

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY: N/A

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION:

1. Move to adopt changes to the Fire Department Run-Late and Failure-to-Show Policies.
2. Move to remove the previous promotional policy and place the updated version in the Fire Department policy manual.

Recommended changes to Starkville Fire Department Personnel Policies Manual

3.200 Administration of Disciplinary Actions

It will be the duty of the Fire Chief and/or Battalion Chief and/or Company Officers to document or have documented employee misconduct.

Disciplinary actions will take the form of the following:

Counseling Session: To be used in a situation when an employee has performed less than the standard that has been set. The officer, battalion chief, or fire chief shall counsel the employee on what has occurred and the corrective measures that need to be taken. This counseling session shall be documented and discussed with the Fire Chief.

Verbal Warning: To be used in a situation when an employee has performed less than the standard or has had a counseling session and has continued to perform without exercising the corrective measures as counseled. The Verbal Warning will be documented on an official warning form and will be kept in the employee's personnel file for twelve months. After the second verbal warning of any infraction in a twelve month period the employee will receive a written warning.

Written Warning: To be used when an employee is charged with failure to show or is charged with any of the violations as listed in the city's personnel manual under discipline. The written warning will remain in the personnel file permanently; however, they will impact employment decisions only if they are less than twelve months old or reflect repetitive misbehavior. Written warnings may be imposed with or without suspension and with or without pay depending on the violation and the recommendation of the Fire Chief.

Recommendation for Immediate Discharge: Although the City may, through the Mayor and Board of Aldermen, impose a lesser penalty; a violation of any of the rules set forth in the city's personnel manual listed under discipline may result in the immediate discharge of the offending employee. Any of these will be a permanent blemish on the employee's personnel record.

The Fire Chief may impose suspension with pay with the recommendation of termination to the Mayor and Board of Aldermen.

It will be the duty of the Fire Chief or his designated representative to impose disciplinary actions on fire department personnel.

The Fire Chief will use the city's personnel policy manual as a guideline for all disciplinary actions except in the case of tardiness. This distinction is because of the importance of fire personnel being prompt and on time.

3.300 Tardiness Policy

The policies and procedures outlined herein include all members and employees of the Starkville Fire Department. These are adopted to assure fair treatment to all members and employees.

If you are unavoidably delayed in getting to work, you should call your Battalion Chief (Shift Commander) and tell him/her when you expect to arrive. Naturally, due to the nature of the fire service all employees are expected to be punctual and if tardiness occurs, then disciplinary action will result up to and including a recommendation for termination.

In the case of firefighters, the normal duty tour begins at 0700 hours. All members and employees are assigned specific tours of duty and/or regular duty hours. All members and employees are made aware of the time and location (assigned by the Battalion Chief) and when they are required to report. Any employee or member who is not at his or her specified duty station at the time prescribed will be reported as "failing to show."

All swapping of time must occur before 0650 hours.

For clarification, the issue of "run late" and the limiting of twice per twelve months does not apply to the normal swapping of time.

3.400 Run Late Policy

Definition: A member who realizes he/she will not be able to meet the required time and notifies his/her Battalion Chief before 0650 hours. Upon notification the Battalion Chief may approve someone on duty to stand in (swap time) for him/her. He/she will not be charged with "failing to show." This must be done before 0650 hours. The member (running late) will owe this time to the covering member. Swapping of time under the run late policy will be in one (1) hour increments.

3.401 Run Late Policy (Probationary Firefighters)

Probationary firefighters will be held to a very high standard. These firefighters will not be allowed to run-late or swap within the first 90 days of their employment. Any probationary firefighter who attempts to utilize swap time within the first 90 days, will result in a recommendation for termination to the Mayor and Board of Alderman. The only exception to this policy would be cases where special permission has been granted by the Fire Chief or Battalion Chief at least one (1) shift before swap-time is utilized in the first 90 days.

After the first 90 days until the end of their probationary period, these members will be allowed to utilize (1) one run-late notification. However, this run-late notification will result in a written warning and 24 hour suspension, without pay.

The second run-late or failure to show after the first 90 days until the end of their probationary period will result in a recommendation for termination to the Mayor and Board of Alderman.

*** Probationary firefighters are firefighters who have not completed one year of service or have not completed NFPA 1001 I-II or who is not National and State Registered Emergency Medical Technician.**

Disciplinary Actions (Run Late) (Non-Probationary Personnel)

The rule on stand-in (**swap time**) shall not be abused and will not be permitted more than two (2) times in a twelve (12) month period.

For clarification, the issue of “run late” and the limiting of twice per twelve months does not apply to the normal swapping of time.

First, run late infraction will constitute a verbal warning.

Second, run late infraction will constitute a written warning and 48 hours suspension, without pay.

Third, run late infraction within a 12 month period will constitute a written warning and the recommendation of termination to the Mayor and Board of Alderman.

3.500 Failure to Show Policy

Definition: A member or employee who fails to report to his designated duty station on time without notifying the Battalion Chief before 0700 hours.

All authorized swap time must be completed before 0650 hours through the Battalion Chiefs office. The intent of this section is to assure the shift leader of what personnel to

expect to report by 0700 hours. If the member has not secured swap permission from his Battalion Chief by 0650, then the member is expected to report to work at 0700 hours.

Any member and/or employee of the Starkville Fire Department failing to report for duty will be subject to the following disciplinary actions:

Disciplinary Actions (Failure to Show)

First Offense: A verbal warning will be issued for occurrences involving reporting after 0700 but before 0900. If the member reports after 0900, a written warning will be issued including a 24 hour suspension without pay. Any probationary firefighter Failing-to-show to his/her assigned duty station after 0700, within the first 90 days, will result in a recommendation for termination to the Mayor and Board of Alderman.

Second Offense: 24 suspension hour suspension, a 24 hour reduction in pay and a written warning.

Third Offense: 48 hour suspension, a 48 hour reduction in pay and a written warning.

Fourth Offense: The employee will be placed on unpaid leave pending recommendation for termination to the Mayor and Board of Alderman.

If possible suspensions should take place within the pay period in which the violation occurred.

3.600 Official Time Keeper

The Official time keeper shall be the 911 Communication Center. If a member is late then the supervisor will call over the radio and ask 911 for the official time. The time 911 issues will be final.

3.700 Documentation of Rules and Policy Infractions

All rules and policy infractions subject to disciplinary actions will be submitted to the Chief of the Department. The Company Officer will submit documentation on the Fire Department's disciplinary action form immediately following the infraction to the Battalion Chief

The Battalion Chief will inform the Fire Chief of the infractions and submit the documentation for his review. It will be the duty of the Fire Chief or his designated representative to impose disciplinary actions on fire department personnel.



AGENDA ITEM NO: Department Business—Personnel—XI. I.
CITY OF STARKVILLE

AGENDA DATE: July 7, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request approval to promote Latoya Brown to fill the position of Automotive & Equipment Services Technician.

AMOUNT & SOURCE OF FUNDING 60% to be charged to Utilities Department. 40% to be charged to Street Department, with the Street Department also responsible for the administration and oversight of the function.

REQUESTING DIRECTOR'S DEPARTMENT: Edward Kemp, City Engineer & Terry Kemp, General Manager, Utilities Department

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: The Board authorized advertising to fill this position on June 2, 2015. Latoya Brown has been employed with the City of Starkville since 8/10/2012 as our Service Writer.

AMOUNT Salary Grade 8, 2080 hours, step 1 \$25,167.02 (\$12.10 hour)

STAFF RECOMMENDATION: (Suggested Motion) Move approval to promote Latoya Brown to fill the position of Automotive & Equipment Services Technician as presented. Subject to 6 month probationary period.

DATE SUBMITTED: July 1, 2015



AGENDA ITEM NO: Department Business—Personnel—XI.I.

CITY OF STARKVILLE

AGENDA DATE: July 7, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire Billye Asherbranner to fill the position of Executive Administrative Assistant in the Utilities Department.

AMOUNT & SOURCE OF FUNDING Regular budgeted funding in Utilities Department

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: The Board authorized advertising for this position on May 5, 2015. Billye Asherbranner is a native of Somerville, AL. She received her Bachelor's Degree in Marketing from Auburn University and also an MBA with Marketing Concentration from Auburn. She has over 15 years of experience in executive and sales support as well as being an experienced educator and academic advisor at the post-secondary level. Billye has family in the Golden Triangle area and is relocating to this area. She has worked for the Alabama Media Group and Alabama Live, LLC (al.com) for over 18 years. She has also previously worked for the University of Alabama in Huntsville in their Academic Advisement and Information Center as well as an Instructor of Marketing.

AMOUNT Salary Grade 9 rate of \$35,880.00 (\$17.25 hour)

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire Billye Asherbranner to fill the position of Executive Administrative Assistant in the Utilities Department.as submitted.

DATE SUBMITTED: July 1, 2015



AGENDA ITEM NO: Department Business—XI. I
CITY OF STARKVILLE
AGENDA DATE: July 7, 2015
RECOMMENDATION FOR BOARD ACTION
PAGE: 1 of 1

SUBJECT: Request authorization advertise to fill a position of Radio Operator/Records Clerk in the Police Department

AMOUNT & SOURCE OF FUNDING Budgeted position

REQUESTING DIVISION HEAD: Chief R. Frank Nichols, Police Chief

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: This position will replace Frances Ewing who has retired.

AMOUNT: This job is in our salary grade 6 for 2229.5 hours. The salary range for this grade is Step 1 rate of \$22,294.13 (\$10.00 per hour) to Step 10B rate of \$29,670.56 (\$13.31 per hour) based on 2229.5 hours. The starting rate should be equal to our current lowest paid rate in this category which is \$24,568.58 (\$11.01 hour)

STAFF RECOMMENDATION: (Suggested Motion) Move approval to advertise to fill a position of Radio Operator/Records Clerk in the Police Department. This position is full-time with benefits.

DATE SUBMITTED: July 1, 2015



AGENDA ITEM NO: Department Business—Personnel—XI.I

CITY OF STARKVILLE

AGENDA DATE: July 7, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill vacant positions of Maintenance Worker in the Street Department.

AMOUNT & SOURCE OF FUNDING Regular budgeted positions

REQUESTING DIRECTOR'S DEPARTMENT: Edward Kemp, City Engineer

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: We have two (2) positions vacant due to the resignation of Matthew Seals due to health reasons and the resignation of Barry Bell.

The job description is:

Duties—To assist with the repair and maintenance of City streets, right-of-ways and drainage ditches, perform light maintenance on trucks, install and maintain street signs, maintain City garage and all equipment, clean city streets and perform other duties as directed. This is a limited, semi-skilled manual labor position that does not ordinarily require a high degree of manipulative skill or a significant amount of previous experience. Assignments include the use of standard hand tools and power operated devices. Persons holding this employment classification may, at times, be required to operate heavy duty trucks, tractors, and other similar automotive equipment with moderately complex operating requirements. Physical work involved with this position includes, but is not limited to lifting, walking, shoveling, digging and climbing.

Minimum Qualifications: At least eighteen (18) years of age, a valid Mississippi driver's license and acceptable driving record, must be able to be covered by the City's insurance, a high school diploma or its equivalent and the physical ability to perform the essential job functions.

AMOUNT Grade 4, \$19,058.22 (\$9.16 hour) to Grade 4, step 10b, \$22,876.85 (\$11.00 hour), 2080 hours

STAFF RECOMMENDATION: (Suggested Motion) Move approval to advertise to fill vacant positions of Maintenance Worker in the Street Department.

DATE SUBMITTED: July 1, 2015



AGENDA ITEM NO: Department Business—Personnel—XI.I

CITY OF STARKVILLE

AGENDA DATE: July 7, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request approval of the job description and authorization to advertise to fill the position of Secretary in the Engineering and Street Department.

AMOUNT & SOURCE OF FUNDING Funding for this position will be from reallocating presently budgeted unfilled positions in the department in this year's budget.

REQUESTING DIRECTOR'S DEPARTMENT: Edward Kemp, City Engineer

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: The position of Service Writer has provided assistance with maintaining work orders and other administrative functions in the Street Department. That position is being vacated with the promotion of Latoya Brown and will not be filled. Instead we need to provide greater secretarial and administrative support for both the Street Department and the Engineering Department. A proposed job description for this position is attached and is asked to be approved and advertised.

AMOUNT Grade 6, step 1 \$20,799.19 (\$10.00 hour) to step 10b, \$27,681.00 (\$13.31 hour), 2080 hours

STAFF RECOMMENDATION: (Suggested Motion) Move approval to advertise to fill vacant positions of Maintenance Worker in the Street Department.

DATE SUBMITTED: July 1, 2015



CITY OF STARKVILLE JOB DESCRIPTION

Title: Secretary	Department: Street & Engineering
Reports to: City Engineer/ Superintendent of Streets	Classification: Grade 6
Date Prepared: 07/01/2015	Approved by Board: _____

GENERAL POSITION SUMMARY:

Provide general secretarial and administrative support to the Street Department and the City Engineer.

ESSENTIAL JOB FUNCTIONS:

1. Performs general secretarial work including answering telephone, typing, filing, and data entry.
2. Responsible for taking complaints from citizens and generating work orders or taking other appropriate action, including conflict resolution.
3. Compiles monthly reports for the Department.
4. Monitors master file system for all Department items, including engineering, construction, streets, drainage, safety, vehicles, personnel, and hazardous communication.
5. Assists supervisors of the Department in compiling and maintaining information.
6. Performs registration and licensing procedures for new equipment and vehicles.
7. Maintains work order system and reports.
8. Performs duties to submit payroll and other related administrative duties.
9. Must be able to write letters, memos, and other correspondence without grammatical or spelling errors.
10. Must be able to generate correspondence that displays professionalism and accuracy.
11. Must be able to effectively and clearly communicate with department staff, elected officials, and citizens
12. Sort mail and all correspondence to the Department.
13. Coordinates with department staff and vendors to initiate process and accurately submit all department purchase orders to the City Clerk's office.
14. Assists in the compilation of specifications for equipment or service procurement.
15. Provides correspondence as directed.
16. Assists department in obtaining information from other departments or organizations.
17. Provides assistance as necessary in all other clerical/customer service functions for the department.
18. Other duties may be assigned.

SUPERVISORY RESPONSIBILITY: None

INTERPERSONAL CONTACTS: Has regular contact with internal and external sources, including employees, Department Heads, City Staff, Elected Officials, outside agencies, the media, and other associated organizations.

PHYSICAL, MENTAL, and OTHER CAPABILITIES: Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

JOB CONDITIONS: The job is performed primarily indoors in an office setting.

EDUCATION AND/OR EXPERIENCE REQUIRED:

High school diploma or equivalent, one year related experience. Prefer advanced training/certification in office technology, secretarial, or related field. Competent in the use of computers. Must be able to perform functions with various programs, including Microsoft Word, Microsoft Excel, and City of Starkville's work order software. Competent typist. Friendly demeanor to customers on telephone and in person. Is required to work in the immediate vicinity of other departmental personnel. Must be able to interact friendly and cooperatively with these personnel. Must be able to complete or work on multiple tasks. Must be able to work with distractions.



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

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



AGENDA ITEM NO: Department Business—Personnel—XI.I

CITY OF STARKVILLE

AGENDA DATE: July 7, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire up to three (3) temporary employees to fill positions of Laborer in the Sanitation /Environmental Services Department due to medical leave of regular employees.

AMOUNT & SOURCE OF FUNDING Regular budgeted position

REQUESTING DIRECTOR'S DEPARTMENT: Emma Gandy, Director of Sanitation /Environmental Services Department

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: We currently have three employees absent due to medical leave of absence. We need to fill these positions on a temporary basis to be able to have adequate staffing to run our routes. Positions would be temporary and not eligible for benefits.

Job Description:

SANITATION DEPARTMENT

Laborer

Duties—The purpose of this position is to remove and dispose of residential and commercial refuse. This position requires no significant amount of previous experience to perform the duties. Responsibilities include the picking up of residential and commercial garbage on a regular basis; pick up garbage from curbside and place in truck; pick up garbage of elderly or disabled at house and place in truck; complete all scheduled garbage routes; perform light maintenance on trucks by cleaning and washing interior and exterior; grease and lubricate lift arms and other mechanical components and perform other duties as directed. Physical work involved with this position includes, but is not limited to, lifting walking for long periods of time, bending and hauling large bags of trash.

Minimum Qualifications—At least eighteen (18) years of age, a high school diploma or its equivalent, and the ability to perform the essential job functions.

Special Note: Although not normally required for the Laborer position, due to the job requirements in the Department at this time, this position must have a valid MS Driver's License and an acceptable driving record.

AMOUNT \$19,058.22 (\$9.16 per hour) Grade 4, 2080 hours

STAFF RECOMMENDATION: (Suggested Motion) Move approval to advertise to hire up to three (3) temporary employees to fill positions of Laborer in the Sanitation /Environmental Services Department due to medical leave of regular employees as submitted. Positions will be temporary and not eligible for benefits.

DATE SUBMITTED: July 1, 2015



AGENDA ITEM NO: Department Business—Personnel—XI.I.

CITY OF STARKVILLE

AGENDA DATE: July 7, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization for the Utilities Division to continue an agreement with EMCC regarding utilization of Interns through the “Make It In America Grant” program.

AMOUNT & SOURCE OF FUNDING Regular budgeted funding

REQUESTING DIRECTOR'S DEPARTMENT: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: The Board approved this agreement on April 7, 2015. The program has worked well and it provides benefits to the City while providing excellent work training for the participants. We would request that this program continue as long as it is available to the City.

AMOUNT Interns would be paid a rate not to exceed \$10 per hour worked and would work up to twenty (20) hours per week per semester up to a maximum of sixteen (16) weeks each. EMCC will pay up to \$3100 per semester per intern, including cost of worker's comp and associated payroll cost. This would result in an actual expense to the Utilities Division not to exceed \$500 per student for the full sixteen (16) weeks.

STAFF RECOMMENDATION: (Suggested Motion) Move approval to authorize the Utilities Division to continue an agreement with EMCC regarding utilization of Interns through the “Make It In America Grant” program as presented.

DATE SUBMITTED: July 1, 2015



**The Mississippi Partnership
Make It In America Grant
Internship Worksite Agreement**

This worksite agreement is between East Mississippi Community College, the WIA subgrantee (an agent of the Mississippi Partnership Local Workforce Investment Area) and City of Starkville (Starkville Electric Department), the worksite employer. The purpose of this agreement is to set forth the guidelines to provide WIA eligible participants with worksite experience in order that the participant will be better able to compete for available jobs in the local labor market.

Section I. – Regulations for City of Starkville (Starkville Electric Department) (Worksite Employer)

1. Sufficient work must be available to occupy the participant.
2. The worksite will have enough equipment and/or materials to perform the tasks assigned to each enrollee.
3. The worksite will comply with the regulations of the Workforce Investment Act, The Mississippi Partnership, and/or the subgrantee.
4. Working conditions are sanitary and safe, and each participant will work in a safe manner.
5. No participant shall, on the grounds of race, color, religion, sex, national origin, disability, political affiliation or belief, be discriminated against or denied employment.
6. Participants will be utilized only in the agreed upon job(s).
7. Regulations regarding Child Labor Laws must be followed.
8. Participants may not be employed on construction jobs or operation or maintenance of a facility that is used for religious instruction or worship.
9. The Employer will notify East Mississippi Community College if a participant quits or fails to report to work for two consecutive days.
10. Participants should be treated as regular employees. The Worksite Supervisor may not dismiss a participant from the program, but may request that East Mississippi Community College remove a participant from the worksite. If a Worksite Supervisor does request that a participant be removed, East Mississippi Community College cannot guarantee that another participant will be available to fill the vacancy.

If a problem with a participant arises, the problem should be immediately reported to East Mississippi Community College. The problem will be solved or the participant will be reassigned to another worksite. If the situation warrants, the participant will be terminated from the work experience component of the program.

11. If the participants are working at several sites other than this worksite agency's main office, a sign-out procedure to show exactly where the enrollees are working must be kept at all times.
12. Constant supervision by a competent adult will be provided at all times by the worksite agency and will not exceed the 1:5 supervision ratio. Each supervisor should receive a copy of the Worksite Supervisor Orientation Manual and read and be familiar with its contents.
13. The worksite agency will complete the participant's time and attendance report and submit it to the subgrantee in a timely manner. Unexcused absences should be noted on the time/attendance form and reported to the subgrantee for action. Excessive unexcused absences could result in dismissal from the program.
14. Three Rivers Planning and Development District, fiscal/administrative agency for the Mississippi Partnership Local Workforce Investment Area, and/or other state or federal representatives may monitor the worksite to ensure that both the subgrantee and the work site employer are in compliance with this agreement.



15. No currently employed worker shall be displaced by any work experience participant, including partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits.
16. The Employer will notify the subgrantee of the receipt from any person of any written or oral complaint relating to the conditions of this agreement and will assist in any investigation undertaken, whether by the Mississippi Department of Employment Security or the Mississippi Partnership Local Workforce Investment area to ascertain facts relevant to the complaint.
17. The Employer will perform evaluations on each work experience participant on a regular basis and will report any problems that cannot be resolved to the subgrantee.
18. The Employer understands that a representative from the subgrantee will monitor the work site on a regular basis.
19. Enrollees may work a maximum of 40 hours per week. If the enrollee is permitted to work beyond the limit set by the subgrantee, the wages for those hours worked in excess of the limit will become the responsibility of the worksite agency.

Section II. Regulations for East Mississippi Community College

1. The subgrantee will provide forms to be used to record time and attendance, which must be signed by the participant and Employer and submitted to the subgrantee in accordance.
2. Participants may be paid the prevailing wage rate for the business/enterprise but shall not be paid less than the current minimum wage rate per hour. The subcontractor is responsible for paying each enrollee for hours set forth by this agreement.
3. Enrollees shall be covered by Worker's Compensation Insurance provided by this subgrantee for work related accidents. Accidents occurring on the job should be reported promptly to:
Subgrantee: EMCC, Attn: Susan Baird Phone Number: 662-243-2682
4. The Subgrantee will monitor all job site(s) in conjunction with the Mississippi Partnership Local Workforce Investment Area's requirements in order to ensure that this agreement is being carried out properly.

Section III. Statement of Work

1. Name of Agency: _____
2. Type of Agency: _____ (i.e., Private Non-Profit, County, Federal, etc.)
3. Address: _____
City: _____ State: _____ Zip: _____
4. Regular Functions of Agency: _____
5. Contact Person and Number: _____
6. Employer Hours: _____
7. Maximum # of Enrollees: _____

This worksite employer and the subgrantee will adhere to the above criteria and all guidelines of the Rules and Regulations governing the work experience and summer work experience element of the WIA youth program.

Signature for Worksite Employer	Title	Date
---------------------------------	-------	------

Signature for Subgrantee	Title	Date
--------------------------	-------	------



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: July 7, 2015
PAGE: 1 of 1

SUBJECT: TRAVEL TO HATTIESBURG, MISSISSIPPI

AMOUNT & SOURCE OF FUNDING:

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT: POLICE**

**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 travel to Hattiesburg, MS.

STAFF RECOMMENDATION: "MOVE APPROVAL OF ALLOWING Chief Frank Nichols to travel to Hattiesburg, Ms. The only cost of this trip will be gas and a car."



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: July 7, 2015
PAGE: 1 of 1

SUBJECT: ADVANCED HIGH RISK PLANNING AND ENTRY CLASS

AMOUNT & SOURCE OF FUNDING: N/A

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT: POLICE**

**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 Cpl. Charlie Jones and Officer Taylor Wells to attend an Advanced High Risk Planning and Entry Class on July 20-24, 2015 at RCTA in Meridian, MS.

STAFF RECOMMENDATION: "MOVE APPROVAL OF ALLOWING Cpl. Charlie Jones and Officer Taylor Wells to attend an Advanced High Risk Planning and Entry Class on July 20-24, 2015 at RCTA in Meridian, MS. The only cost to the city will be gas and a car."





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of 1

SUBJECT: 2015 FBINAA SUMMER CONFERENCE

AMOUNT & SOURCE OF FUNDING: \$709.00

LINE ITEM 001-230-690-552

FISCAL NOTE:

**REQUESTING
DEPARTMENT: POLICE**

**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 Assistant Chief John C. Thomas to attend the 2015 FBINAA Summer Conference on August 3-6, 2015, in Gulfport, Ms. WITH ADVANCED TRAVEL AUTHORIZED." Travel will not exceed \$709.00.

STAFF RECOMMENDATION: "MOVE APPROVAL to allow Assistant Chief John C. Thomas to attend the 2015 FBINAA Summer Conference on August 3-6, 2015, in Gulfport, Ms. WITH ADVANCED TRAVEL AUTHORIZED." Travel will not exceed \$709.00.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7-7-2015
PAGE: 1 of 1

SUBJECT: 2015 LAWFIT CHALLENGE

AMOUNT & SOURCE OF FUNDING: \$2,500.00

LINE ITEM 001-230-690-552

FISCAL NOTE:

**REQUESTING
DEPARTMENT: POLICE**

**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 Hunter Brown, Cpl. Chris Jackson, Officer Antoine Golden, Officer Tyler Davis, Officer Crystal Hackett-Myers, Cpl. Stephanie Perkins, to attend the 2015 Lawfit Challenge, in Olive Branch, Ms., July 16-18, 2015.

STAFF RECOMMENDATION: "MOVE APPROVAL OF ALLOWING Officer Hunter Brown, Cpl. Chris Jackson, Officer Antoine Golden, Officer Tyler Davis, Officer Crystal Hackett-Myers, Cpl. Stephanie Perkins, to attend the 2015 Lawfit Challenge, in Olive Branch, MS., July 16-18, 2015, "WITH ADVANCE TRAVEL AUTHORIZED NOT TO EXCEED \$2,500.00."



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7/7/2015
PAGE: 1 of 1

SUBJECT: FORFEITED VEHICLE

AMOUNT & SOURCE OF FUNDING: N/A

LINE ITEM N/A

FISCAL NOTE: N/A

REQUESTING DEPARTMENT:
STARKVILLE POLICE DEPT.

DIRECTOR'S AUTHORIZATION:
CHIEF R. FRANK NICHOLS

FOR MORE INFORMATION CONTACT:

R. FRANK NICHOLS
CHIEF

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

STAFF RECOMMENDATION:

THE FOLLOWING VEHICLE WAS FORFEITED TO THE STARKVILLE POLICE DEPT. UPON ARRIVAL OF THE TITLE, WE REQUEST THE MAYOR AND BOARD OF ALDERMEN TO ADD THIS VEHICLE TO THE POLICE DEPARTMENT FIXED ASSETS AND AUTHORIZATION TO UTILIZE THE 2006 DODGE CHARGER BY THE POLICE DEPT. OR LIST IT ON GOVDEALS.COM OR PUBLIC AUCTION TO BE AWARDED TO THE HIGHEST OR BEST BIDDER.

1.) 2006 DODGE CHARGER

VIN: 2B3LA53H26H478581

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

DECLARATION OF FORFEITURE

On April 28, 2015, a Notice Of Intention To Forfeit Seized Property was given to CATHY COX, by personal service pursuant to §41-29-176 of the Mississippi Code of 1972, as amended. Said Notice required any interested party to file a Petition To Contest Forfeiture within thirty (30) days after the receipt of the Notice, and serve the Attorney for the law enforcement agency as set forth in the Notice of Intention To Forfeit Seized Property, or the property described below would be forfeited to the Starkville Police Department.

More than thirty (30) days have elapsed since the date on which the Notice Of Intention To Forfeit Seized Property was received and no Petition To Contest Forfeiture has been filed and/or no service of process as required by law has been made.

IT IS THEREFORE hereby declared that the

BLACK 2006 DODGE CHARGER BEARING THE LICENSE PLATE NUMBER KUB151 AND THE VEHICLE IDENTIFICATION NUMBER 2B3LA53H26H478581, WITH THE MILEAGE OF 165157

as to CATHY COX'S interest in said property, is forfeited to the Starkville Police Department to be distributed, used, or disposed of according to law.

SO DECLARED on this the 12th of June, 2015.


LINDSAY CLEMONS
ASSISTANT DISTRICT ATTORNEY

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the above named LINDSAY CLEMONS, Assistant District Attorney for the 16th Circuit Court District of the State of Mississippi, who solemnly and truly declared and affirmed before me that the matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this the 12th day of June, 2015.

My Commission Expires:

April 29, 2015




ASHLEE BRYAN
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

DECLARATION OF FORFEITURE

On April 1, 2015, a Notice Of Intention To Forfeit Seized Property was given to Marcos Deshaw Felton, by personal service pursuant to §41-29-176 of the Mississippi Code of 1972, as amended. Said Notice required any interested party to file a Petition To Contest Forfeiture within thirty (30) days after the receipt of the Notice, and serve the Attorney for the law enforcement agency as set forth in the Notice of Intention To Forfeit Seized Property, or the property described below would be forfeited to the Starkville Police Department.

More than thirty (30) days have elapsed since the date on which the Notice Of Intention To Forfeit Seized Property was received and no Petition To Contest Forfeiture has been filed and/or no service of process as required by law has been made.

IT IS THEREFORE hereby declared that the

One Thousand, One Hundred Five dollars (\$1,105.00) and the Black 2006 Dodge Charger bearing the license plate number KUB151 and VIN 2B3LA53H26H478581X

as to Marcos Deshaw Felton interest in said property, is forfeited to the Starkville Police Department to be distributed, used, or disposed of according to law.

SO DECLARED on this the 20th of May, 2015.

Lindsay Clemons
LINDSAY CLEMONS
ASSISTANT DISTRICT ATTORNEY

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA

This day personally appeared before me, the undersigned authority in and for the State and County aforesaid, the above named LINDSAY CLEMONS, Assistant District Attorney for the 16th Circuit Court District of the State of Mississippi, who solemnly and truly declared and affirmed before me that the matters and facts set forth in the foregoing Declaration of Forfeiture are true and correct as herein stated.

Affirmed and Subscribed before me on this the 20th day of May, 2015.

Ashlee Bryan
NOTARY PUBLIC

My Commission Expires:

April 29, 2019



NOTICE OF DECLARATION OF FORFEITURE

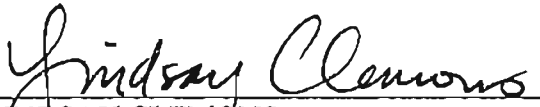
To: MARCOS DESHAW FELTON
2207 5TH STREET SOUTH
COLUMBUS, MS 39701

You were notified of the Intention to forfeit the below listed property. At the time of that notification, you were also given directions which would allow you to contest this forfeiture. However, the thirty (30) day time limit imposed by the statute has expired and no claim has been filed and/or no service of process as required by law has been made. Therefore, you are hereby notified that on 5/20/15 this property was forfeited to the Starkville Police Department pursuant to the Mississippi Uniform Controlled Substance Law (§41-29-101 et. seq.).

Description of property forfeited:

One Thousand, One Hundred Five dollars (\$1,105.00) and the Black 2006 Dodge Charger bearing the license plate number KUB151 and VIN 2B3LA53H26H478581X

Dated, this the 20th day of May, 2015.


LINDSAY CLEMONS
ASSISTANT DISTRICT ATTORNEY



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of 1

SUBJECT: Travel for STARS Conference

AMOUNT & SOURCE OF FUNDING: \$1,074.00 Office of Highway Safety

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** R. Frank Nichols
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Lt. Shawn Word

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: This request is allow Lt. Shawn Word, Officer Taylor Wells and Officer Andy Round to travel to Biloxi, MS to the Golden Nugget Hotel and Casino for the 3rd Annual STARS Conference. All funds are 100% reimbursable through the DUI Grant from Office of Highway Safety. Hotel cost: \$702.00, Per Diem Lt. Word: \$124.00, Per Diem Officer Wells: \$124.00, Per Diem Officer Round: \$124.00

STAFF RECOMMENDATION:



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

To: MOHS STARS Sub-Grantee Participants, Speakers and Guests
From: Penny Corn, Director *PC*
Re: Per Diem Reimbursement for the MS Stars Conference

The following information is the approved per diem for the 2015 MS Stars Conference that will be held August 3-6, 2015 at the Golden Nugget Hotel and Casino in Biloxi, MS.

Day 1: Monday-August 3, 2015

*Prior Approved Mileage @ .575 per mile

Meals (lunch and dinner only) not to exceed \$34.00

Day 2: Tuesday-August 4, 2015

Meals (minus lunch @ \$11.00) not to exceed \$30.00

Day 3: Wednesday-August 5, 2015

Meals (minus lunch @ \$11.00) not to exceed \$30.00

Day 4: Thursday, August 6, 2015

*Prior Approved Mileage @ .575 per mile

Meals (minus lunch @ \$11.00)

Not to exceed \$7.00-If arriving at your home base before 5:00 p.m.

Not to exceed \$30.00-If arriving at your home-base after 5:00 p.m. and MapQuest verified.

All expenses related to the conference, should be claimed on the appropriate travel form (i.e. miles, lodging, meals, etc.) that is attached to this form. Make sure both pages of the form are completed.

Hotel expenses will only be reimbursed for lodging and taxes. Itemized meal receipts must accompany the travel form as required for all in-State travel. Meal gratuity will be reimbursable at no more than 20%.

Submit the travel form with the next month's grant claim. Non-grant funded individuals must submit reimbursement requests, no later than ten (10) working days following the MS Stars Conference to receive reimbursement.

MISSISSIPPI



★ STARS ★

Excellence • Knowledge • Safety
MOTHS • MDPS • NHISA

MISSISSIPPI OFFICE OF HIGHWAY SAFETY

3rd Annual Safety Training and Recognition Symposium

MS STARS AGENDA

Day 1 - Tuesday-August 4, 2015

<i>Time</i>	<i>Event</i>	<i>Location</i>
Prior to 9:30 AM	Breakfast (On Your Own)	On Your Own
After 12:00 AM	Hotel Check In	Lobby
8:00 AM - 9:30 AM	Registration	Lobby
9:30 AM - 11:00 AM	Opening Session	Grand Ballroom
11:00 AM - 11:30 AM	Break	Lobby Area
11:30 AM - 1:30 PM	Buckle for Life Awards Luncheon	Grand Ballroom
1:30 PM - 1:45 PM	Break	Grand Ball Room
1:45 PM - 2:45 PM	Workshop #1	See Class Schedule
2:45 PM - 3:15 PM	Refreshment Break	Lobby Area
3:15 PM - 4:45 PM	General Session	Grand Ball Room

Day 2 - Wednesday, August 5, 2015

<i>Time</i>	<i>Event</i>	<i>Location</i>
Prior to 9:00 AM	Breakfast	On Your Own
8:30 AM - 9:30 AM	Workshop #2	See Class Schedule
9:45 AM - 10:45 AM	Workshop #3	See Class Schedule
11:00 AM - 12:00 PM	Workshop #4	See Class Schedule
12:15 PM - 2:15 PM	Working Lunch /General Session	On Your Own
3:00-Until	Training Opportunities	See Class Schedule

Day 3 - Thursday, August 6, 2015

<i>Time</i>	<i>Event</i>	<i>Location</i>
Prior to 9:00 AM	Breakfast (On Your Own)	On Your Own
Prior to 11:00 AM	Hotel Check Out	Lobby
9:00 AM - 10:00 AM	Workshop #5	See Class Schedule
10:15 AM-11:15 AM	Workshop #6	See Class Schedule
11:15 AM-11:30 AM	Break/ Final Exhibit Hall	Lobby Area
11:30 AM - 1:30 PM	DUI 100 Club Awards Luncheon	Grand Ball Room

Map & Directions

Starkville Ms www.TripAdvisor.com/Starkville What's the #1 Hotel in Starkville? See Deals for Starkville Hotels!

Ad

YAHOO!
MAPS

A Biloxi, MS

Enter notes here

B Starkville, MS

255

Total Distance: 270.32 mi — Total Time: 4:47 h

Map Layout



A Biloxi, MS

Expand All

Head toward Seal Ave on Beach Blvd (US-90)

Go for 242 ft

Hide



Make a U-Turn at Seal Ave onto Beach Blvd (US-90)

Go for 0.2 mi

Hide



Make a U-Turn onto Beach Blvd (US-90)

Go for 124 ft

Hide



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA DATE: July 7, 2015
PAGE: 1

SUBJECT: Consideration of authorizing Mayor Wiseman to sign a Department of Environmental Quality (DEQ) Solid Waste Assistance Grant in the amount of \$25,000 to be used for the City's Recycling Program

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

REQUESTING

DEPARTMENT: Sanitation &
Environmental Services

DIRECTOR'S

AUTHORIZATION: Emma Gibson-Gandy
Director

FOR MORE INFORMATION CONTACT: Emma Gibson-Gandy

FOR MORE INFORMATION CONTACT: N/A

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

AUTHORIZATION HISTORY: On March 31, 2015, authorized approval to submit an application with Department of Environmental Quality (DEQ) for a Solid Waste Assistance Grant to be used for the City's Recycling Program

STAFF RECOMMENDATION/SUGGESTED MOTION: Move approval to authorize Mayor Wiseman to sign a Department of Environmental Quality (DEQ) Solid Waste Assistance Grant in the amount of \$25,000, to be used for the City's Recycling Program



STATE OF MISSISSIPPI
PHIL BRYANT
GOVERNOR
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
GARY C. RIKARD, EXECUTIVE DIRECTOR

June 3, 2015

Honorable Parker Wiseman, Mayor
City of Starkville
101 Lampkin Street
Starkville, MS 39759

Dear Mayor Wiseman:

Our Department has completed a favorable review of the solid waste assistance grant application for competitive funds submitted on behalf of The City of Starkville (City). Based on this review, the Department is approving a grant award to the City in the amount of \$25,000 subject to the full execution of a formal grant agreement. The terms of the grant agreement will include the program as proposed in the City's solid waste assistance grant application.

The formal grant agreement has been enclosed for your review and signature. **Please sign the three copies of the agreement and return these three copies within 30 days from the above date to Mr. Brad Ware at our Department. (please do not sign attachment B, release of claims form at this time)** Please contact our office at (601) 961-5171 if you have any questions concerning your grant award.

Sincerely,

A handwritten signature in black ink, appearing to read "Luis Murillo", written over a horizontal line.

Luis Murillo
Solid Waste Policy, Planning & Grants Branch

cc: Ms. Emma Gandy
Enclosures

← This copy for

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		Assistance ID No. SWC474	
		Date of Staff Approval 02-Jun-15	
AGREEMENT TYPE		Recipient Type	
Cooperative Agreement		CITY	
Grant Agreement	X	Tax ID No.	
Assistance Amendment			
RECIPIENT CITY OF STARKVILLE 101 LAMPKIN STREET STARKVILLE, MS 39759		PROJECT MANAGER EMMA GANDY, DIRECTOR SANITATION & ENVIRONMENTAL SERVICES	
ISSUING OFFICE MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225		PROJECT MANAGER LUIS MURILLO SOLID WASTE POLICY, PLANNING AND GRANTS BRANCH	
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM		STATUTORY AUTHORITY SECTION 17-17-65 MS CODE ANN.	
PROJECT TITLE AND DESCRIPTION CITY OF STARKVILLE RECYCLING PROGRAM			
PROJECT LOCATION CITY STARKVILLE COUNY OKTIBBEHA STATE MS		PROJECT PERIOD The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than JUNE 30, 2016.	
		TOTAL PROJECTED PERIOD COST \$ 25,000.00	
FUNDS		Former Award	This Action
MDEQ Amount This Action -- (4050)			\$ 25,000.00
Recipient Contribution			
Total Project Cost			\$ 25,000.00
APPROVED BUDGET			
Personnel (Enforcement Officer)			
Indirect			
Travel			
Equipment			
Supplies			
Educational Material			
Construction			
Other			\$ 25,000.00
Total Charges			\$ 25,000.00
METHOD OF PAYMENT			
Advance			
Reimbursement	X		

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Program)

Method of Payment

Reimbursement shall be the method of payment. The recipient shall submit Attachment A, Request for Payment, and additional documentation for verification of service/work performed prior to payment being issued. Request for Payment forms and supporting documentation shall be submitted to Mississippi Department of Environmental Quality (MDEQ) on a quarterly basis and include a report of activities to date, (i.e., unauthorized dump sites cleaned, etc.) The recipient shall submit a payment request for eligible program activities performed through June 30 of each year no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

Disposal of Wastes

Disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a permitted/authorized solid waste landfill, or where appropriate, rubbish landfill. However, if conditions warrant, the recipient, upon concurrence from MDEQ, may elect to abate an unauthorized dump by on-site burial of such wastes as allowed by state law. On-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

Grant Administration Costs

The recipient shall use not more than three percent (3%) of funds provided through this grant to defray the costs of administration of the grant.

Responsible Party

If a person is found to be responsible for creating an unauthorized dump, the recipient shall make a reasonable effort to require that person to clean up the property before expending any monies from this funding to clean up the property. If the recipient is unable to locate the person responsible for creating the dump, or if the recipient determines that person is financially or otherwise incapable of cleaning up the property, the recipient may use the monies from the fund to clean up the property and shall make a reasonable effort to recover from the responsible person any funds expended.

Enforcement Officer

Upon selection or designation of the enforcement officer the Recipient agrees to provide MDEQ with the following information:

1. Name, address, telephone number, fax number, and, where applicable, e-mail address for the enforcement officer;
2. Detailed description of the duties and responsibilities for the enforcement officer.

Should the enforcement officer be replaced due to resignation, or attrition, the recipient shall provide the information above upon selection of the replacement.

Recipient further agrees that the enforcement officer shall be required to investigate local complaint related matters, which may be directed to the enforcement officer by MDEQ.

Recipient further agrees to adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

Household Hazardous Waste Collection Project (HHW)

The Recipient shall conduct a HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive report following the HHW collection day event which would include, at a minimum, the following:

1. Description of the public notification efforts;
2. Amounts of waste collected, by type;
3. Cost summary;
4. Number of residents participating in the HHW collection day event.

The Recipient shall ensure that all hazardous materials collected shall be disposed by a contractor who is properly licensed and approved by all applicable regulatory agencies.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

- A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.
- B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

- A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.
- B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable

to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

- A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.
- B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.
- C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.
- E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

- A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:
 - 1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;
 3. Wholly or partly suspend or terminate the current award for the Recipient's program.
 4. Withhold further awards for the program, or
 5. Take other remedies that may be legally available.
- B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.
- C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

- A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or
- B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment **CITY OF STARKVILLE** for all approved costs incurred up to and not exceeding **\$25,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for **CITY OF STARKVILLE RECYCLING PROGRAM**.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Gary C. Rikard
Executive Director

Date

CITY OF STARKVILLE

Authorized Signature

Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number **SWC474**

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF STARKVILLE** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of \$ _____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF STARKVILLE

Authorized Signature

ATTACHMENT A
MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No. _____

Address _____ Person preparing report: _____

_____ Telephone number: _____

_____ Request period: From _____ To _____

1. Amount of this payment request: \$ _____

2. Total amount of grant: \$ _____

3. Total prior payments approved: \$ _____

4. Total funds requested to date (*line 1 plus line 3*): \$ _____

5. Balance of grant funds remaining after this request (*line 2 minus line 4*) \$ _____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: \$ _____

7. Amount contributed by recipient to date: \$ _____

8. Balance to be contributed by recipient (*line 6 minus line 7*): \$ _____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

Signature of Authorized Official

Typed Name and Title of Authorized Official

Date



AGENDA ITEM NO:
AGENDA DATE: July 7, 2015

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to purchase ESRI Software in accordance with the Mississippi Department of Information Technology Services Memorandum dated June 9, 2015.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

REQUESTING
DEPARTMENT: Utilities

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 purchase ESRI Software in accordance with the Mississippi Department of Information Technology Services Memorandum dated June 9, 2015.

SUGGESTED MOTION: “Move approval for Starkville Utilities purchase ESRI Software in accordance with the Mississippi Department of Information Technology Services Memorandum dated June 9, 2015.”



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
1202 Richardson Dr. Suite 405
Richardson, Texas 75080
Phone: 1-800-447-9778 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 03/30/2015 To: 09/26/2015*

Quotation # 20466726

Date: March 30, 2015

Customer # 158598 Contract # 2003MPA6052

City of Starkville
Public Services Dept
101 E Lampkin St
Starkville, MS 39759

ATTENTION: Andrew Nagel
PHONE: (662) 324-4011
FAX:

Material	Qty	Description	Unit Price	Total
93206	1	ArcGIS for Desktop Standard Single Use License	6,605.00	6,605.00
130573	1	ArcGIS Online Level 1 Plan; Includes Up to 5 Named Users and 2,500 Service Credits	2,500.00	2,500.00
			Item Total:	9,105.00
			Subtotal:	9,105.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$9,105.00

*Once your order is processed, you will receive an email with your software authorization number(s) along with instructions on how to download the software and complimentary data & maps from <http://customers.esri.com>.

*The purchase of a new ArcGIS Desktop license includes 12 months of software maintenance. Maintenance includes technical support and software updates (visit <http://www.esri.com/software/maintenance> to learn more). There is an annual maintenance fee to continue support and upgrades. The estimated cost of annual maintenance for subsequent years has been included in the optional items section of this quote for your convenience.

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Description	Unit Price	Total
130595	5	ArcGIS Online Service Credits; Block of 1,000	100.00	500.00
93303	1	ArcGIS for Desktop Standard Single Use Primary Maintenance	1,500.00	1,500.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Jay Hoffman

Email: jhoffman@esri.com

Phone: 1-800-447-9778 x5675

The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630



ESRI QUOTATION TERMS AND CONDITIONS

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, web-enabled services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your marketing representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate web-enabled services, subscriptions, or professional services. Please return them promptly to avoid unnecessary delays in shipping or delivery. Please return all documents to Esri Customer Service, or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, File No. 54630, Los Angeles, CA 90074-4630

ESRI LICENSE AGREEMENTS

All Esri software, data, web-enabled services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license is on file with Esri, Esri software, data, web-enabled services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms.

Some Esri software is copy protected with a software keycode or hardware key, and some software, data, web-enabled services, or subscriptions require registration or a password. You will be given instructions to access the keycode, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA AND ONLINE SERVICES DISCLAIMER

Data and Online Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND ONLINE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data and Online Services will meet Licensee's needs or expectations, that the use of the data or Online Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data or Online Services, and Licensee should always verify actual data or Online Services.

DELIVERY

FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day air for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.



IMPORTANT—READ CAREFULLY

Unless superseded by a signed license agreement between you and Esri, Esri is willing to license Products to you only if you accept all terms and conditions contained in this License Agreement. Please read the terms and conditions carefully. You may not use the Products until you have agreed to the terms and conditions of the License Agreement. If you do not agree to the terms and conditions as stated, click "I do not accept the license agreement" below; you may then request a refund of applicable fees paid.

LICENSE AGREEMENT (E204 06/13/2014)

This License Agreement is between you ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

GENERAL LICENSE TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- a. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- b. "Beta" means any alpha, beta, or prerelease Product.
- c. "Commercial Application Service Provider Use" or "Commercial ASP Use" means generating revenue by providing access to Software or Online Services through a Value-Added Application, for example, by charging a subscription fee, service fee, or any other form of transaction fee or by generating more than incidental advertising revenue.
- d. "Content" has the meaning provided in [Addendum 3](#).
- e. "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes, whether bundled with Software and Online Services or delivered independently.
- f. "Deployment License" means a license that allows Licensee to sublicense select Software and associated Authorization Codes to third parties.
- g. "Documentation" means all user reference documentation that is delivered with the Software.
- h. "Online Services" means any Internet-based geospatial system, including applications and associated APIs, but excluding Data or Content, hosted by Esri or its licensors, for storing, managing, publishing, and using maps, data, and other information.
- i. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- j. "Perpetual License" means a license to use a version of a Product for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.
- k. "Product(s)" means Software, Data, Online Services, and Documentation licensed under the terms of this License Agreement.
- l. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- m. "Service Credit(s)" means a unit of exchange that is allocated with an Online Services subscription in an amount specified in the Ordering Document. Each Service Credit entitles Licensee to consume a set amount of Online Services, the amount varying depending on the Online Services being consumed. As Online Services are consumed, Service Credits are automatically debited from Licensee's account, up to the maximum number of Service Credits available. Additional Service Credits can be purchased as described in [Addendum 3](#) (also available at <http://www.esri.com/legal>).

- n. "Software" means all or any portion of Esri's proprietary software technology, excluding Data, accessed or downloaded from an Esri-authorized website or delivered on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- o. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
- p. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Esri and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this License Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid; (ii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor; and (iii) for the applicable Term or, if no Term is applicable or identified, until terminated in accordance with Article 5. In addition to the Scope of Use in Article 4, Exhibit 1—Scope of Use (E300) applies to specific Products. Addendum 1, Addendum 2, Addendum 3, and Addendum 4 collectively comprise Exhibit 1—Scope of Use (E300) and are also available at <http://www.esri.com/legal/software-license>. Addendums only apply to Products specifically identified within an Addendum. Exhibit 1—Scope of Use (E300) includes Addendums for the following Product types, which are incorporated by reference:

- a. *Software.* Terms of use for specific Software products are set forth in [Addendum 1](#).
- b. *Data.* Data terms of use are set forth in [Addendum 2](#).
- c. *Online Services.* Terms of use for Online Services are set forth in [Addendum 3](#).
- d. *Limited Use Programs.* Terms of use for noncommercial, nonprofit, educational, or other limited-use programs are set forth in [Addendum 4](#).

3.2 Evaluation and Beta Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Esri or distributor maintenance.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may
 - 1. Install and store Products on electronic storage device(s);
 - 2. Make archival copies and routine computer backups;
 - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed six (6) months, provided that the deployment of either version does not exceed Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity;
 - 4. Move the Software in the licensed configuration to a replacement computer; and
 - 5. Distribute to third parties Software and any associated Authorization Codes required for use of a Deployment License.
- b. *Commercial Application Service Provider Use.* Licensee may use the Product for Commercial ASP Use provided that Licensee (i) acquires a Commercial ASP Use license, or (ii) is a governmental or not-for-profit organization that operates a website or offers an Internet service on a cost recovery basis and not for profit.

- c. Licensee may customize Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in Documentation.
- d. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and distribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors: "Portions of this document include intellectual property of Esri and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Esri and its licensors. All rights reserved."
- e. *Font Components.* All fonts provided with a Product may be used with the authorized use of any Products. Esri fonts may also be separately used to print any output created by Products. Additional use restrictions for third-party fonts included with a Product are set forth in the font file itself.
- f. *Consultant or Contractor Access.* Subject to Section 3.1, Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited.
- g. Licensee may use, copy, reproduce, publish, publicly display, or redistribute map images and reports containing map images derived from the use of Esri Product(s) in hard copy or static, electronic formats (e.g., PDF, GIF, JPEG) to third parties subject to restrictions set forth in this License Agreement, provided that Licensee affixes an attribution statement to the map images acknowledging Esri and/or its applicable licensor(s) as the source of the portion(s) of the Data used for the map images. For avoidance of doubt, any data that is supplied or used by Licensee in its use of the Product(s) that is not Data shall be and remain the property of Licensee or its third-party licensor(s).

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not

- a. Sell, rent, lease, sublicense, lend, time-share, assign, or use Products for Commercial ASP Use or service bureau purposes;
- b. Provide third parties with direct access to Products so that the third parties may use the Product directly, develop their own GIS applications, or create their own solutions in conjunction with the Product;
- c. Distribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- d. Distribute Authorization Codes to third parties;
- e. Reverse engineer, decompile, or disassemble Products;
- f. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- g. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Products in violation of Esri's or a third party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- h. Remove or obscure any Esri (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- i. Unbundle or independently use individual or component parts of Software, Online Services, or Data;
- j. Incorporate any portion of the Product into a product or service that competes with any Product;
- k. Publish or in any other way communicate the results of benchmark tests run on Beta without the prior written permission of Esri and its licensors; or
- l. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with any Product in a manner that would subject such code or any part of the Product to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

This License Agreement is effective upon acceptance. Licensee may terminate this License Agreement or any Product license at any time upon written notice to Esri. Either party may terminate this License Agreement or any license for a material

breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure. Upon termination of the License Agreement, all licenses granted hereunder terminate as well. Upon termination of a license or the License Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Esri warrants for a period of ninety (90) days from the date Esri issues the Authorization Code enabling use of Software and Online Services that (i) the unmodified Software and Online Services will substantially conform to the published Documentation under normal use and service and (ii) media on which Software is provided will be free from defects in materials and workmanship.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, HOT FIXES, PATCHES, UPDATES, ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. ESRI DOES NOT WARRANT THAT PRODUCTS WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY ROUTE SUGGESTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USES SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Esri Maintenance Program or Licensee's authorized distributor's maintenance program, as applicable; or (iii) return of the license fees paid by Licensee for Software or Online Services that do not meet Esri's limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using Online Services; and executes and delivers evidence of such actions to Esri or its authorized distributor.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. ESRI, ITS AUTHORIZED DISTRIBUTOR, AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT ESRI, ITS AUTHORIZED DISTRIBUTOR, OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF ESRI AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. The limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Esri or its authorized distributor. The parties agree that Esri or its authorized distributor has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. ESRI DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Esri shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out of any claims, actions, or demands by a third party alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided

- a. Licensee promptly notifies Esri in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Esri has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Esri's request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Esri, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Esri or its authorized distributor any infringing item(s). Esri's entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and (i) refund the Perpetual License fees paid by Licensee to Esri or its authorized distributor for the infringing items, prorated on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery, and (ii) for Term Licenses and maintenance, refund the unused portion of the fees paid.

8.3 Esri shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Esri or specified by Esri in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Esri or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Esri for avoiding infringement or use after a return is ordered by Esri under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF ESRI AND ITS AUTHORIZED DISTRIBUTOR WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. Use of Products licensed under this License Agreement is covered by the terms and conditions contained herein. New or updated Products may require additional or revised terms of use under the then-current Esri License

Agreement. Esri will make new or revised terms of use available at <http://www.esri.com/legal/software-license> or provide notice of new or revised terms to Licensee.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, import, transfer, release, or provide access to Products, Content, Licensee's Content, or Value-Added Applications to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, reexport, access, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all applicable taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement shall survive the expiration or termination of this License Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri or its authorized distributor shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Esri licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this License Agreement strictly governs Licensee's use, modification, performance, reproduction, release, display, or disclosure of Products. License provisions that are inconsistent with federal law will not apply. A US government Licensee may transfer Software to any of its facilities to which it transfers the computer(s) on which such Software is installed. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Arbitration

- a. *Licensees in the United States of America, Its Territories, and Outlying Areas.* This License Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property and for US government agency use. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the

Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

- b. *All Other Licensees.* Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of the arbitration shall be English. The place of the arbitration shall be at an agreed-upon location. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9.11 Maintenance. Maintenance for qualifying Products consists of updates and other benefits, such as access to technical support, specified in Esri's or its distributor's current applicable maintenance policy.

9.12 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Esri technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Esri technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire Agreement. This License Agreement, including its incorporated documents, constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party.



**EXHIBIT 1
SCOPE OF USE
(E300 02/25/2015)**

**ADDENDUM 1
SOFTWARE TERMS OF USE
(E300-1)**

This Software Terms of Use Addendum ("Addendum 1") sets forth the terms of Licensee's use of Software and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 1 takes precedence over conflicting General License Terms and Conditions of the License Agreement.

SECTION 1—DEFINITIONS

Software may be offered under the following license types as set forth in the applicable sales quotation, purchase order, or other document identifying the Products that Licensee orders:

1. "Concurrent Use License" means a license to install and use the Product on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
2. "Deployment Server License" means a full use license that authorizes Licensee to install and use the Software for all uses permitted in the License Agreement and as described in the Documentation.
3. "Development Server License" means a license that authorizes Licensee to install and use the Software to build and test Value-Added Applications as described in the Documentation.
4. "Esri Client Software" means ArcGIS Runtime apps, ArcGIS for Desktop, and ArcGIS API for Flex apps.
5. "Esri Content Package" means a digital file containing ArcGIS Online basemap content (e.g., raster map tiles, images, vector data) extracted from the ArcGIS Online Basemap Services.
6. "Single Use License" means a license that allows Licensee to permit a single authorized end user to install and use the Product on a single computer for use by that end user on the computer on which the Product is installed. Licensee may permit the single authorized end user to install a second copy for end user's exclusive use on a second computer as long as only one (1) copy of Product is in use at any time. No other end user may use Product under the same license at the same time for any other purpose.
7. "Staging Server License" means a license that authorizes Licensee to install and use the Software for the following purposes: building and testing Value-Added Applications and map caches; conducting user acceptance testing, performance testing, and load testing of other third-party software; staging new commercial data updates; and training activities as described in the Documentation. Value-Added Applications and map caches can be used with Development and Deployment Servers.
8. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or transaction basis.
9. "Perpetual License" means a license to use a version of the Product, for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Licensee as authorized under this Agreement.

SECTION 2—TERMS OF USE FOR SPECIFIC SOFTWARE

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

Desktop Products ▪ ArcGIS for Desktop (Advanced, Standard, or Basic) (26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Explorer Desktop (20; Addendum 2, Note 1) ▪ ArcGIS for AutoCAD (20) ▪ ArcPad (12; 13; Addendum 2, Note 1; Addendum 2, Note 2) ▪ ArcReader (20; Addendum 2, Note 1) ▪ Esri Business Analyst (Addendum 2, Note 1; Addendum 2, Note 4) ▪ ArcGIS for Windows Mobile (15; 54; Addendum 2, Note 1) ▪ ArcGIS for iOS; ArcGIS for Windows Phone; ArcGIS for Android (Addendum 2, Note 1) Server Products ▪ ArcGIS for Server – Workgroup (28; 29; 30; 32; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – Enterprise (31; 38; 39; Addendum 2, Note 1; Addendum 2, Note 6) – with Virtual Cloud Infrastructure (10; Addendum 3—Common Terms) ▪ ArcGIS for Server Extension – ArcGIS for INSPIRE (Addendum 2, Note 1) ▪ Esri Business Analyst for Server – Workgroup (28; 29; 30; 31; 39; Addendum 2, Note 1; Addendum 2, Note 4) – Enterprise (31; 39; Addendum 2, Note 1; Addendum 2, Note 4) ▪ Portal for ArcGIS (31; Addendum 2, Note 1) ▪ Esri Tracking Server (31)	Developer Tools ▪ ArcGIS Runtime SDK for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (16; 19; Addendum 2, Note 1) ▪ ArcGIS Runtime Standard Level for Android, iOS, Java, Mac OS X, Microsoft .NET Framework (Windows [desktop], Windows Phone, Windows Store), Qt, or WPF (15; 18; Addendum 2, Note 1) ▪ ArcGIS Engine Developer Kit and Extensions (16, 19; 22, 26) ▪ ArcGIS Engine for Windows/Linux and Extensions (15; 22; 26; Addendum 2, Note 1; Addendum 2, Note 6) ▪ ArcGIS Web Mapping (including ArcGIS API for JavaScript/HTML5, ArcGIS API for Flex, ArcGIS API for Microsoft Silverlight) (15; 16; 64; 66; Addendum 2, Note 1) ▪ Esri Business Analyst Server Developer (Addendum 2, Note 1; Addendum 2, Note 4) ▪ Esri Developer Network (EDN) Software and Data (24; 26; Addendum 2, Note 6) ▪ Esri File Geodatabase API (47) Bundled Products ▪ ArcGIS for Transportation Analytics (1; Addendum 2, Note 1; Addendum 2, Note 2; Addendum 2, Note 11)
--	--

Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.
- Unless otherwise noted in the applicable Ordering Document, extensions to Software follow the same scope of use as that granted for the corresponding Software.

Additional Terms of Use for Products listed above:

1. Licensee may use the Software, Data, and Online Services included in ArcGIS for Transportation Analytics solely for direct support of fleet operations. No other use of ArcGIS for Transportation Analytics or the individual components that are part of ArcGIS for Transportation Analytics is permitted. This restriction does not apply to the ArcGIS Online for Organizations account included with ArcGIS for Transportation Analytics. The ArcGIS Online for Organizations account can be used for any purpose subject to the terms of this License Agreement.
- 2–9. Reserved.

10. Licensee will provide information or other materials related to its content (including copies of any client-side applications) as reasonably requested to verify Licensee's compliance with this License Agreement. Esri may monitor the external interfaces (e.g., ports) of Licensee's content to verify Licensee's compliance with this License Agreement. Licensee will not block or interfere with such monitoring, but Licensee may use encryption technology or firewalls to help keep its content confidential. Licensee will reasonably cooperate with Esri to identify the source of any problem with the ArcGIS for Server with Virtual Cloud Infrastructure services that may reasonably be attributed to Licensee's content or any end-user materials that Licensee controls.
11. Reserved.
12. Software is licensed for navigational use only when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Reserved.
15. Licensed as a Deployment License, subject to Article 3, Section 3.1 of the General License Terms and Conditions.
16. Licensee may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use the Value-Added Applications anywhere not prohibited under export regulation subject to Article 3, Section 3.1 of the General License Terms and Conditions.
17. Reserved.
18. The Deployment License is per Value-Added Application per computer.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensee may reproduce and distribute the Software provided all the following occur:
 - a. The Software is reproduced and distributed in its entirety;
 - b. A license agreement accompanies each copy of the Software that protects the Software to the same extent as this License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement;
 - c. All copyright and trademark attributions/notices are reproduced; and
 - d. There is no charge or fee attributable to the use of the Software.
21. Reserved.
22.
 - a. An end user must license either ArcGIS Engine for Windows/Linux Software or other ArcGIS for Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on one (1) computer; and
 - b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS for Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on one (1) computer for use only by that end user.
23. Reserved.
24. EDN Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Value-Added Applications and map caches can be used with Staging and Deployment Servers. EDN server Software and Data may be installed on multiple computers for use by any Licensee EDN developer; all other EDN Software is licensed as a Single Use License.
25. Reserved.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee's data.
27. Reserved.
28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS for Server applications. This restriction includes use of ArcGIS for Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS for Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee's data.
31. Licensee may have redundant Esri Server Software installation(s) for failover operations, but the redundant Software can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. Redundant Software installation for failover operations is not permitted.

- 33–37. Reserved.
38. The ArcGIS 3D Analyst for Server extension included with ArcGIS for Server Standard (Workgroup or Enterprise) may be used only for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS 3D Analyst for Server extension Software is permitted with ArcGIS for Server Standard.
39. Any editing functionality included with ArcGIS for Server is not permitted for use with ArcGIS for Server Basic (Workgroup or Enterprise).
- 40–46. Reserved.
47. Licensee may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Licensee's end users.
- 48–53. Reserved.
54. ArcGIS for Windows Mobile Deployments are licensed for use with ArcGIS for Server Enterprise (Advanced or Standard), ArcGIS for Server Workgroup (Advanced), ArcGIS for Desktop (Advanced, Standard, Basic), and ArcGIS Engine Value-Added Applications.
- 55–63. Reserved.
64. Value-Added Application(s) for web deployment must be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with Value-Added Application(s) as long as the Value-Added Application(s) is always used in conjunction with other Esri Product(s).
65. Reserved.
66. For desktop applications, each license is per organization. For the purposes of this license, *organization* is equivalent to a principal registered unique domain identifier. *Domain* is the Internet domain name registered with a domain name registrar. For instance, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier. Desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.

ADDENDUM 2
DATA TERMS OF USE
(E300-2)

This Data Terms of Use Addendum ("Addendum 2") sets forth the terms of Licensee's use of Data and includes Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 2 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to modify the Data terms of use referenced below at any time. For Data licensed through a subscription, Licensee may cancel the subscription upon written notice to Esri or discontinue use of the Data, as applicable. If Licensee continues to use the Data, Licensee will be deemed to have accepted the modification. Data terms of use are set forth in the notes referenced below:

SECTION 1—GENERAL RESTRICTIONS ON USE OF DATA

In addition to the restrictions set forth in Article 4.2 of the License Agreement, the following restrictions apply to use of Data by Licensee and Licensee's end users (collectively, "Users"). Any use of Data that is not expressly authorized in Section 2 or elsewhere in the License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Licensee shall ensure Users are prohibited from (i) cobranding Data, (ii) using the Data in any unauthorized service or product, or (iii) offering Data through or on behalf of any third party.

SECTION 2—SPECIFIC TERMS OF USE FOR DATA

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parenthesis, immediately following each Product name in the following table:

▪ ArcGIS Online Data (1) ▪ StreetMap Premium for ArcGIS (2) ▪ StreetMap for Windows Mobile (2) ▪ StreetMap for ArcPad (2) ▪ StreetMap Premium for ArcGIS for Transportation Analytics (2; Addendum 1, Note 1) ▪ HERE Traffic Data (11; Addendum 1, Note 1) ▪ Data Appliance for ArcGIS (3)	▪ Business Analyst Data (4, 10) ▪ Demographic, Consumer, and Business Data ("Esri Data") (5, 10) ▪ Data and Maps for ArcGIS (6) ▪ Esri MapStudio Data (9)
--	---

Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them, by number, in the table above.

Additional Terms of Use for Products listed above:

1. *ArcGIS Online Data:* Software and Online Services that reference this note enable access to ArcGIS Online Data. ArcGIS Online Data is provided for use solely in conjunction with Licensee's authorized use of Esri Software and Online Services. Use of ArcGIS Online Data that is accessible through non-fee-based ArcGIS Online accounts may be subject to usage limits.

ArcGIS Online Basemap Data:

- a. ArcGIS Online basemap data can be taken offline through Esri Content Packages and subsequently delivered (transferred) to any device for use exclusively with licensed Esri Client Software.
- b. ArcGIS Online basemap data is subject to an aggregate limit of fifty million (50,000,000) transactions during any twelve (12)-month period. Transactions include both basemap and geospatial Transactions. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.

Licensee may use Data accessed through ArcGIS Online as permitted under the terms of the URLs referenced below:

- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. Microsoft Bing Maps data is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e-802-bing-mapsvcs.pdf>.
 - e. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
 - f. MB-Research GmbH (MBR) Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
2. *StreetMap Premium for ArcGIS: StreetMap for ArcGIS for Windows Mobile; StreetMap for ArcPad; StreetMap Premium for ArcGIS for Transportation Analytics:* These Products, collectively referred to as "StreetMap Data," may be used for mapping, geocoding, and point-to-point routing purposes but are not licensed for dynamic, real-time routing guidance. For instance, StreetMap Data may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed. StreetMap Data may not be used to perform synchronized multivehicle routing or route optimization. StreetMap Data acquired for use with ArcGIS for Desktop, ArcGIS for Server, ArcPad, or ArcGIS for Transportation Analytics may only be used with the Product for which the StreetMap Data was acquired, and may not be used with any other Product. StreetMap for Windows Mobile Data is licensed for use solely on mobile devices or in conjunction with ArcGIS for Mobile applications. StreetMap Data may include data from either of the following sources:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>. HERE data, when licensed for use in StreetMap Premium for ArcGIS for Transportation Analytics, permits tracking, synchronized multivehicle routing, and route optimization.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
3. *Data Appliance for ArcGIS:* Data provided with Data Appliance is subject to the following additional terms of use:
- a. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - b. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - c. Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - d. BODC bathymetry data is subject to the terms of use found at <http://www.esri.com/terms-of-use-bodc>.
4. *Business Analyst Data:* Business Analyst Data is provided with Esri Business Analyst (Server, Desktop). The Data is subject to the following additional terms of use:
- a. The Data is provided for Licensee's internal business use solely in connection with Licensee's authorized use of Software. Subject to Addendum 2, Note 10, Business Analyst Data, including derivative products (e.g., geocodes), are restricted for use only in conjunction with the respective Business Analyst extension. If Licensee orders a license for Esri Business Analyst or Business Analyst (Canadian Edition) with a subset of the national dataset (i.e., Region, State, Local), Licensee may use only the licensed subset, not any other portion of the national dataset.
 - b. Business Analyst Data provided with Business Analyst for Server may not be cached or downloaded by client applications and devices.

- c. Infogroup data is subject to the following terms of use: "Users" means end users of Esri Software. Any use of the Infogroup database not expressly authorized in this License Agreement is strictly prohibited. Without limiting the generality of the foregoing, Users are expressly prohibited from (i) sublicensing or reselling the Infogroup database; (ii) using or allowing third parties to use the Infogroup database for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any mailing list, geographic or trade directories, business directories, classified directories, classified advertising, or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party; (iii) using the Infogroup database in any service or product not specifically authorized in this License Agreement or offering it through any third party; (iv) disassembling, decompiling, reverse engineering, modifying, or otherwise altering the Infogroup database or any part thereof without Infogroup's prior written consent, such consent to be granted or withheld at Infogroup's sole discretion; or (v) using the Infogroup database for any direct marketing purposes.
 - d. HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - e. Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - f. MBR Data: Users are prohibited from (i) using MBR Data, including, without limitation, European demographic data, consumer demand data, and postal and geographic boundaries, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from any database or other compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party or (ii) modifying, or otherwise altering MBR Data without MBR's prior written consent, such consent to be granted or withheld at MBR's sole discretion.
 - g. D&B Data: May not be used for direct mailing or direct marketing purposes.
5. *Demographic, Consumer, and Business Data ("Esri Data")*: This Data category includes the Updated Demographic Database, Census Data, American Community Survey (ACS) Data, Consumer Spending, Business, Retail MarketPlace, Tapestry Segmentation, Market Potential, Crime Index, Major Shopping Center, Traffic Count, and Banking datasets. Esri Data may be used independently of Software or Online Services. Each dataset is available under one or more of the following license types:
- **Single Use**: Permits access by a single user to access the data for development or internal use on a desktop computer or server. No Internet access is permitted.
 - **Internal Site/Server—Known User**: Permits access by named (known) users for Licensee's internal use. Web access by those named users is permitted.
 - **Public website (noncommercial)—Constituent-Served Model**: Permits a municipal government Licensee to use the Data in an externally facing Value-Added Application serving a defined population, provided Licensee does not generate revenue from such use.
 - **Public website (commercial) Known User**: Permits Licensee to use the Data in an externally facing Value-Added Application for use by named users and to generate revenue from such Value-Added Application.
 - **Public website (commercial) Anonymous User**: Permits Licensee to use the Data in an externally facing Value-Added Application for general use and to generate revenue from such Value-Added Application.
6. *Data and Maps for ArcGIS*: The Data is available to licensed users of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online. Data and Maps for ArcGIS is provided for use solely in conjunction with authorized use of ArcGIS for Desktop, ArcGIS for Server, and ArcGIS Online.
- a. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/redistribution-rights>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
 - b. StreetMap Data may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
7. Reserved.
8. Reserved.

9. *MapStudio Data*: Use of this Data is subject to the following terms and conditions:
- HERE data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - Tele Atlas/TomTom data is subject to the terms of use at http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9792-teleatlas_use_data.pdf.
 - Data from i-cubed is subject to the terms of use at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/j9946-icubed.pdf>.
 - D&B Data: May not be used for direct mailing or direct marketing purposes.
10. Licensee may include Data in hard-copy or read-only format ("Outputs") in presentation packages, marketing studies, or other reports or documents prepared for third parties. Licensee shall not resell or otherwise externally distribute Outputs in stand-alone form.
11. *ArcGIS for Transportation Analytics—HERE traffic data option*: This online data service is available as an option for use exclusively with ArcGIS for Transportation Analytics. Use of this data is subject to the following terms and conditions:
- HERE traffic data is subject to the terms of use at <http://www.esri.com/supplierterms-HERE>.
 - No automatic routing or rerouting based on traffic conditions is permitted without the Navigation add-on.
 - HERE traffic data may not be archived and may be delivered only for end users' personal, near-term use, not to exceed one (1) twenty-four (24)-hour period.
 - HERE traffic data may not be used to display or broadcast in any FM/AM/HD radio broadcast or television broadcast **or through any RDS delivery method**.
 - HERE traffic data may not be used with or incorporated into any traffic system that provides voice traffic reports to inbound callers.
 - HERE traffic data may not be used to develop or commercially make available a text-to-voice e-mail alert or message or voice mail application using any portion of HERE traffic data.

ADDENDUM 3
ONLINE SERVICES ADDENDUM
(E300-3)

This Online Services Addendum ("Addendum 3") sets forth the terms of Licensee's use of Online Services and includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 3 takes precedence over conflicting General License Terms and Conditions of the License Agreement. Esri reserves the right to update the terms from time to time. [Section 1](#) of this Addendum 3 contains terms applicable to all Online Services; [Section 2](#) contains common terms applicable to specific Online Services.

SECTION 1—COMMON TERMS OF USE OF ONLINE SERVICES

ARTICLE 1—DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Addendum 3:

- a. "Anonymous Users" refers to anyone who has public access to any part of the Licensee's Content or Value-Added Applications, which Licensee has published through the use of the Sharing Tools, included with Licensee's licensed use of the Software or Online Services, as further described in Section 2 of this Addendum.
- b. "API" means application programming interface.
- c. "App Login Credential" means a system-generated application login and associated password, provided by registering a Value-Added Application with ArcGIS Online, which can be embedded in a Value-Added Application to enable the Value-Added Application to access and use Online Services.
- d. "ArcGIS Website" means <http://www.arcgis.com> and any related or successor websites.
- e. "Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, software applications, and Developer Tools.
- f. "Developer Tools" means software development kits (SDKs), APIs, software libraries, code samples, and other resources.
- g. "Licensee's Content" means any Content that Licensee, a Licensee's Named User, or any other user submits to Esri in connection with Licensee's use of the Online Services, any results derived from the use of Licensee's Content with Online Services, and any Value-Added Applications Licensee builds with Developer Tools and deploys with Online Services. Licensee's Content excludes any feedback, suggestions, or requests for Product improvements that Licensee provides to Esri.
- h. "Named User(s)" means individuals to whom Licensee specifically enables private access to Online Services and Value-Added Applications through Licensee's Online Services account. Named Users can be anyone whom Licensee authorizes to access Online Services, but only for the exclusive benefit of Licensee, for example, Licensee's employees, agents, consultants, or contractors. For Education Plan accounts, Named Users may include registered students. No other third parties may be Named Users. Named Users have private access to features of Online Services that are not publicly accessible to Anonymous Users. Named Users have unique, individual login credentials.
- i. "Online Content" means Content hosted or provided by Esri as part of Online Services, including any Map Services, Task Services, Image Services, and Developer Tools and excluding Content provided by third parties that Licensee accesses through Online Services.
- j. "Service Components" means each of the following: Online Services, Online Content, ArcGIS Website, Developer Tools, Documentation, or related materials.
- k. "Sharing Tools" means publishing capabilities included with Online Services and ArcGIS Website that allow Licensee to make Licensee's Content and Value-Added Applications available to third parties and/or Anonymous Users.
- l. "Value-Added Application" means an application developed by Licensee for use in conjunction with the authorized use of any Software, Data, or Online Services.
- m. "Web Services" as used under Licensee's existing signed license agreement, if any, means Online Services and any Content delivered by such Online Services.

ARTICLE 2—USE OF ONLINE SERVICES

2.1 License to Online Services. Esri grants Licensee a personal, nonexclusive, nontransferable, worldwide license to access and use Online Services as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid (if required), (ii) for Licensee's own internal use by Licensee and Licensee's Named Users or Anonymous Users (if applicable), and (iii) in accordance with this License Agreement and the licensed configuration on file as authorized by Esri.

2.2 Provision of Subscription Online Services. For subscription Online Services, Esri will

- a. Provide Online Services to Licensee in accordance with the Documentation;
- b. Provide customer support in accordance with Esri's standard customer support policies and any additional support Licensee may purchase; and
- c. Use commercially reasonable efforts to ensure that Online Services will not transmit to Licensee any Malicious Code, provided Esri is not responsible for Malicious Code that was introduced to Online Services through Licensee's account or through third-party Content.

2.3 Licensee's Responsibilities.

- a. Licensee shall be responsible for Named Users' compliance with this Agreement. Licensee and Licensee's Named Users or Anonymous Users (if applicable) are the only persons authorized to access Online Services through Licensee's accounts. Named Users' login credentials are for designated Named Users only and may not be shared among multiple individuals. Named Users' login credentials may be reassigned to new Named Users if the former users no longer require access to Online Services.
- b. Licensee and Licensee's Named Users are responsible for maintaining the confidentiality of Authorization Codes, Access Codes, Named Users' login credentials, or any other method that is provided that enables access to Online Services and for ensuring that unauthorized third parties do not access Licensee's account. Licensee will immediately notify Esri if Licensee becomes aware of any unauthorized use of Licensee's account or any other breach of security.
- c. Licensee is solely responsible for the development and operation of Licensee's Content and Value-Added Applications and the manner in which it chooses to allow or provide use, access, transfer, transmission, maintenance, or processing ability to or by others, including any use and access to Products, and any subsequent end user, end use, and destination restrictions issued by the US government and other governments.

2.4 Prohibited Uses of the Online Services. In addition to the prohibited uses or except as provided under the License Agreement, Licensee shall not (i) attempt to gain unauthorized access to the Online Services or assist others to do so; (ii) use Online Services for spamming, to transmit junk e-mail or offensive or defamatory material, or for stalking or making threats of physical harm; (iii) use Online Services to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment ("Malicious Code"); (iv) mirror, reformat, or display Online Services in an attempt to mirror and/or make commercial use of Online Services except to the degree that Online Services directly enable such functionality; (v) share the client-side data cache derived from Online Content with other licensed end users or third parties; (vi) distribute the client-side data cache derived from Online Services to third parties; (vii) manually or systematically collect or scrape (screen or web scraping) Content from Online Services; (viii) use ArcGIS Online Map Services, Geocoding Services, or Routing Services in communication with any in-vehicle navigation system installed in a vehicle (this does not include portable navigation devices) or that provides real-time, dynamic routing to any device (for instance, these services may not be used to alert a user about upcoming maneuvers such as warning of an upcoming turn or to calculate an alternate route if a turn is missed); or (ix) incorporate any portion of Online Services into a commercial product or service unless the commercial product adds material functionality to Online Services. Licensee shall not use Online Services to (a) infringe or misappropriate any third-party proprietary rights or privacy rights; (b) process, store, transmit, or enable access to any information, data, or technology controlled for export under the International Traffic in Arms (ITAR) regulations; (c) violate any export law; or (d) store or process Content online that is unclassified controlled technical information (UCTI) under DFARS 204.73, or is protected health information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA). Licensee shall not attempt to (a) probe, scan, or test the vulnerability of the Online Services or to breach any security or authentication measures used by the Online Services; or (b) benchmark the availability, performance, or functionality of Online Services for competitive purposes. Licensee is responsible for any fines, penalties, or claims against Esri, including reasonable attorneys' fees, arising out of Licensee's noncompliance with any of the foregoing prohibitions.

2.5 Evaluations. Esri may provide licenses to use certain Services for Licensee's internal evaluation purposes. Such licenses continue until the stated evaluation period expires or until Licensee purchases a subscription, whichever occurs first. IF LICENSEE DOES NOT CONVERT LICENSEE'S EVALUATION LICENSE TO A SUBSCRIPTION PRIOR TO EXPIRATION OF THE EVALUATION TERM, ANY CONTENT AND CUSTOMIZATIONS THAT LICENSEE UPLOADED OR MADE DURING THE EVALUATION TERM WILL BE PERMANENTLY LOST. IF LICENSEE DOES NOT WISH TO PURCHASE A SUBSCRIPTION, LICENSEE MUST EXPORT SUCH CONTENT BEFORE THE END OF LICENSEE'S EVALUATION PERIOD.

2.6 Modifications of Online Services. Esri reserves the right to alter or modify Online Service(s) and related APIs at any time. If reasonable under the circumstances, Esri will provide thirty (30) days' prior notice of any material alterations.

2.7 Discontinuation or Deprecation of Online Services. Esri reserves the right to discontinue or deprecate an Online Service(s) and related API(s) at any time. If reasonable under the circumstances, Esri will provide ninety (90) days' prior notice of any Online Service discontinuation or deprecation. Esri will attempt to support any deprecated APIs for up to six (6) months, unless there are legal, financial, or technological reasons not to support them.

2.8 If any modification, discontinuation, or deprecation of Online Service(s) causes a material, adverse impact to Licensee's operations, Esri may at its sole discretion attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Licensee may cancel its subscription to Online Services, and Esri will issue a prorated refund.

2.9 Attributions. Licensee is not permitted to remove any Esri or Esri's licensors' logos or other attribution associated with any use of ArcGIS Online Services.

ARTICLE 3—TERM AND TERMINATION

The following supplements Article 5—Term and Termination of the License Agreement:

3.1 Term of Subscriptions. The term of any subscription will be provided in the Ordering Document under which it is purchased or in the Online Services description referenced therein.

3.2 Subscription Rate Changes. Monthly subscription rates may be increased upon thirty (30) days' notice. Esri may increase rates for subscriptions with a term greater than one (1) month by notifying Licensee at least sixty (60) days prior to expiration of the then-current subscription term.

3.3 Service Interruption. Licensee's access (including access on behalf of Licensee's customers) to and use of Online Service(s) may be temporarily unavailable, without prior notice, for any unanticipated or unscheduled downtime or unavailability of all or any portion of Online Services, including system failure or other events beyond the reasonable control of Esri.

3.4 Service Suspension. Esri shall be entitled, without any liability to Licensee, to suspend access to any portion or all of Online Services at any time on a service-wide basis (a) if Licensee breaches the License Agreement; (b) if Licensee exceeds usage limits and fails to purchase additional license capacity sufficient to support Licensee's continued use of Online Services as described in Article 5 of this Addendum; (c) if there is reason to believe that Licensee's use of Online Service(s) will adversely affect the integrity, functionality, or usability of the Online Service(s); (d) if Esri and its licensors may incur liability by not suspending Licensee's account; (e) for scheduled downtime to conduct maintenance or make modifications to Online Service(s); (f) in the event of a threat or attack on Online Service(s) (including a denial-of-service attack) or other event that may create a risk to the applicable part of Online Services; or (g) in the event that Esri determines that Online Services (or portions thereof) are prohibited by law or otherwise that it is necessary or prudent to do so for legal or regulatory reasons. If feasible under these circumstances, Licensee will be notified of any Service Suspension beforehand and allowed reasonable opportunity to take remedial action.

3.5 Esri is not responsible for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Licensee or any Licensee customer may incur as a result of any Service Interruption or Service Suspension.

ARTICLE 4—LICENSEE'S CONTENT, FEEDBACK

4.1 Licensee's Content. Licensee retains all right, title, and interest in Licensee's Content. Licensee hereby grants Esri and Esri's licensors a nonexclusive, nontransferable, worldwide right to host, run, and reproduce Licensee's Content solely for the purpose of enabling Licensee's use of Online Services. Without Licensee's permission, Esri will not access, use, or disclose Licensee's Content except as reasonably necessary to support Licensee's use of Online Services, respond to Licensee's requests for customer support, or troubleshoot Licensee's account or for any other purpose authorized by Licensee in writing. If Licensee accesses Online Services with an application provided by a third party, Esri may disclose Licensee's Content to such third party as necessary to enable interoperation between the application, Online Services, and Licensee's Content. Esri may disclose Licensee's Content if required to do so by law or pursuant to the order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure. It is Licensee's sole responsibility to ensure that Licensee's Content is suitable for use with Online Services and for maintaining regular offline backups using the Online Services export and download capabilities.

4.2 Removal of Licensee's Content. Licensee will provide information and/or other materials related to Licensee's Content as reasonably requested by Esri to verify Licensee's compliance with this License Agreement. Esri may remove or delete any portions of Licensee's Content if there is reason to believe that uploading it to, or using it with, Online Services violates this License Agreement. If reasonable under these circumstances, Esri will notify Licensee before Licensee's Content is removed. Esri will respond to any Digital Millennium Copyright Act take-down notices in accordance with Esri's Copyright Policy, available at http://www.esri.com/legal/dmca_policy.

4.3 Sharing Licensee's Content. If Licensee elects to share Licensee's Content using Sharing Tools, then Licensee acknowledges that it has enabled third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Licensee's Content through Online Services. ESRI IS NOT RESPONSIBLE FOR ANY LOSS, DELETION, MODIFICATION, OR DISCLOSURE OF LICENSEE'S CONTENT RESULTING FROM USE OR MISUSE OF SHARING TOOLS OR ANY OTHER SERVICE COMPONENTS. LICENSEE'S USE OF SHARING TOOLS IS AT LICENSEE'S SOLE RISK.

4.4 Retrieving Licensee's Content upon Termination. Upon termination of the License Agreement or any trial, evaluation, or subscription, Esri will make Licensee's Content available to Licensee for download for a period of thirty (30) days unless Licensee requests a shorter window of availability or Esri is legally prohibited from doing so. Thereafter, Licensee's right to access or use Licensee's Content with Online Services will end, and Esri will have no further obligations to store or return Licensee's Content.

ARTICLE 5—LIMITS ON USE OF ONLINE SERVICES; SERVICE CREDITS

Esri may establish limits on the Online Services available to Licensee. These limits may be controlled through Service Credits. Service Credits are used to measure the consumption of ArcGIS Online services made available through Licensee's account. The maximum Service Credits provided with Licensee's ArcGIS Online account will be addressed in the applicable Ordering Document. Esri will notify Licensee's account administrator when Licensee's Service Credit consumption reaches approximately seventy-five percent (75%) of the Service Credits allocated to Licensee through Licensee's subscription. Esri will notify Licensee's account administrator if Licensee's Service Credit consumption reaches or exceeds one hundred percent (100%). If Licensee's account exceeds one hundred percent (100%) of the available Service Credits, Licensee may continue to access its account; however, Licensee's access to services that consume Service Credits will be suspended. Licensee's access to the services that consume Service Credits will be restored immediately upon the completion of Licensee's purchase of additional Service Credits.

ARTICLE 6—ONLINE CONTENT; THIRD-PARTY CONTENT AND WEBSITES

6.1 Online Content. ArcGIS Online Data is included as a component of Online Services and is licensed under the terms of the License Agreement.

6.2 Third-Party Content and Websites. Online Services and ArcGIS Website may reference or link to third-party websites or enable Licensee to access, view, use, and download third-party Content. This Agreement does not address Licensee's use of third-party Content, and Licensee may be required to agree to different or additional terms in order to use third-party Content. Esri does not control these websites and is not responsible for their operation, content, or availability; Licensee's use of any third-party websites and third-party Content is *as is*, without warranty, and at Licensee's sole risk. The presence of any links or references in Online Services to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.

SECTION 2—TERMS OF USE FOR SPECIFIC ONLINE SERVICES

The following table is a list of Esri Products that have specific terms of use in addition to the general terms of use as set forth in the General License Terms and Conditions of the License Agreement. Additional terms of use are listed immediately below this table and are referenced by number(s), shown in parentheses, immediately following each Product name in the following table (in some cases, the additional terms of use referenced may be found in a separate Addendum, as noted):

▪ ArcGIS Online (1; 2; Addendum 2, Note 1; Addendum 2, Note 6) ▪ Esri Business Analyst Online (3; Addendum 2, Note 1) ▪ Esri Business Analyst Online Mobile (3; Addendum 2, Note 1) ▪ Esri Community Analyst (3; Addendum 2, Note 1)	▪ Esri Redistricting Online (Addendum 2, Note 1) ▪ Esri MapStudio (4; Addendum 2, Note 1; Addendum 2, Note 9)
--	---

Notes:

- If you do not license any of the Products in the table above, these additional terms of use do not apply to you.
- Additional terms of use for Products ONLY APPLY to the Products that reference them by number in the table above.

Additional Terms of Use for Products listed above:

1. In addition to the common terms of use of Online Services:

- a. Licensee may use Licensee's Esri Online Services account to build a Value-Added Application(s) for Licensee's internal use.
- b. Licensee may also provide access to Licensee's Value-Added Application(s) to third parties, subject to the following terms:
 - i. Licensee may allow Anonymous Users to access Licensee's Value-Added Application(s).
 - ii. Licensee shall not add third parties as Named Users to Licensee's ArcGIS Online account for the purpose of allowing third parties to access Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iii. Licensee shall not provide a third party with access to ArcGIS Online Services enabled through Licensee's ArcGIS Online account other than through Licensee's Value-Added Application(s). This restriction does not apply to third parties included within the definition of Named Users.
 - iv. Licensee is responsible for any fees accrued through the use of Licensee's ArcGIS Online account by third parties accessing Licensee's Value-Added Application(s). This includes Service Credits required to support third-party Online Services usage and any additional subscription fees for Online Services as required.
 - v. Licensee is solely responsible for providing technical support for Licensee's Value-Added Application(s).
 - vi. Licensee will restrict third-party use of Online Services as required by the terms of this Agreement.
 - vii. Licensee may not remove or obscure any trademarks or logos that would normally be displayed through the use of the Online Services without written permission. Licensee must include attribution acknowledging that its application is using Online Services provided by Esri, if attribution is not automatically displayed through the use of Online Services. Guidelines are provided in the Documentation.
 - viii. Licensee may not embed a Named User credential into a Value-Added Application. For ArcGIS Online for Organizations, Education, and Nongovernmental Organization/Nonprofit Organization (NGO/NPO) Plan accounts, an App Login Credential may only be embedded into Value-Added Applications that are used to provide public, anonymous access to ArcGIS Online. Licensee may not embed or use ArcGIS Online App Login Credentials in Value-Added Applications for internal use. Value-Added Applications used internally require Named User login credentials.

- c. For ArcGIS Online ELA, ArcGIS Online for Organizations, and paid Developer Plan accounts:
 - i. Licensee is also permitted to
 - (1) Charge an additional fee to third parties to access Licensee's Value-Added Application(s), subject to the terms of this License Agreement; and
 - (2) Transfer Licensee's Value-Added Application(s) to a third party's ArcGIS Online account, subject to the following:
 - (a) Licensee may charge third parties a fee for Licensee's Value-Added Application(s).
 - (b) Licensee is not obligated to provide technical support for the third party's general use of its ArcGIS Online account not related to Licensee's Value-Added Application(s).
 - (c) Licensee is not responsible for any fees accrued through the third party's use of Licensee's Value-Added Application(s) that have been transferred to or implemented on the third party's ArcGIS Online account.
 - (d) Licensee is not permitted to invite licensees of an ArcGIS Online Public Plan to participate in private groups. This restriction also applies to licensees of Education Plan accounts and NGO/NPO Plan accounts.
- d. For ArcGIS Online Public Plan accounts, Development and Testing Plan accounts, Education Plan accounts, and NGO/NPO use of ArcGIS Online for Organizations accounts: Licensee is not permitted to charge an additional fee to third parties to access Licensee's Value-Added Application(s) or generate more than incidental advertising revenue as a consequence of the deployment or use of the Value-Added Application(s). Charging a fee to access Licensee's Value-Added Application(s) or generating more than incidental advertising revenue requires an ArcGIS Online ELA, ArcGIS Online for Organizations, or paid Developer Plan account.
- e. For ArcGIS Online Public Plan accounts:
 - i. Public Plan accounts are licensed for the personal use of an individual. Any use of Public Plan accounts by an individual for the benefit of a for-profit business or a government agency is prohibited.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organization are permitted to use ArcGIS Online Public Plan accounts for the benefit of their affiliated organization(s).
 - ii. Public Plan account Licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.
- f. For ArcGIS Online Development and Testing Plan accounts:
 - i. Subject to the terms of this License Agreement, Licensee is permitted to
 - (1) Allow third parties to access Licensee's Value-Added Application(s) powered by their Development and Testing Plan account, but only if the Value-Added Application(s) is published for public access and is not used for the benefit of a for-profit business or government agency.
 - This restriction does not apply to educational institutions when used for teaching purposes only, qualified NGO/NPO organizations, and press or media organizations. Individuals affiliated with these specific types of organizations are permitted to use ArcGIS Online Development and Testing Plan accounts for the benefit of their affiliated organization(s).
 - ii. Development and Testing Plan account licensees are not permitted to create private groups or participate in any private group created by licensees of ArcGIS Online for Organizations, Education, NGO/NPO, or ELA Plans.

- g. For ArcGIS Online paid Developer Plan accounts or Development and Testing Plan accounts:
 - i. Licensee is limited to one million (1,000,000) basemap and one million (1,000,000) geosearch Transactions per month in conjunction with Licensee's account. "Transaction" is defined in the Documentation at ArcGIS Resources at <http://links.esri.com/agol/transactiondef>.
 - h. Licensee is not permitted to be the licensee of an ArcGIS Online account for or on behalf of a third party.
 - This restriction does not apply to education institutions that are permitted to be licensees of ArcGIS Online Public Plan accounts on behalf of registered students of the education institution for teaching purposes only. Education institutions are also permitted to provide access to a single ArcGIS Online Public Plan account to more than one (1) registered student when used for teaching purposes only.
 - i. The terms "Online ELA account," "Organizations Plan account," "Developer Plan account," "Public Plan account," "Development and Testing Plan account," and "Education Plan account" refer to different types of ArcGIS Online accounts.
- 2. Terms of Use for ArcGIS Online Services:
 - a. World Geocoding Service: Licensee may not store the geocoded results generated by the service without an ArcGIS Online account.
 - b. Infographics Service: Licensee may use the data accessible through this service for display purposes only. Licensee is prohibited from saving any data accessible through this service.
- 3. Licensee may not display or post any combination of more than one hundred (100) Esri Business Analyst Online or Esri Community Analyst Reports and maps on Licensee's external websites.
- 4. Licensee may create, publicly display, and distribute maps in hard copy and static electronic format for news-reporting purposes, subject to any restrictions for ArcGIS Online Data set forth in [Addendum 2, Note 1](#).

ADDENDUM 4
LIMITED USE PROGRAMS
(E300-4)

This Limited Use Programs Addendum ("Addendum 4") applies to any Licensee that has been qualified by Esri or its authorized distributor to participate in any of the programs described herein. This Addendum 4 includes the Licensee's existing master license agreement, if any, or the License Agreement found at <http://www.esri.com/legal/software-license> (as applicable, the "License Agreement"), which is incorporated by reference. This Addendum 4 takes precedence over conflicting terms of the License Agreement. Esri reserves the right to update the terms from time to time.

▪ Educational Programs (1) ▪ Grant Programs (2)	▪ Home Use Program (3) ▪ Other Esri Limited Use Programs (4)
---	--

Notes

1. *Educational Programs:* Licensee agrees to use Products solely for educational purposes during the educational use Term. Licensee shall not use Products for any Administrative Use unless Licensee has acquired an Administrative Use Term License. "**Administrative Use**" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Licensee shall not use Products for revenue-generating or for-profit purposes.
2. *Grant Programs:* Licensee may use Products only for Noncommercial purposes. Except for cost recovery of using and operating the Products, Licensee shall not use Products for revenue-generating or for-profit purposes.
3. *ArcGIS for Home Use Program:*
 - a. All ArcGIS for Home Use Program Products are provided as Term Licenses and are identified on Esri's Home Use Program website found at <http://www.esri.com/software/arcgis/arcgis-for-home> or Licensee's authorized distributor's website.
 - b. Esri grants to Licensee a personal, nonexclusive, nontransferable, Single Use License, without the authorization to install or use a second copy, solely to use the Products provided under the ArcGIS for Home Use Program as set forth in the applicable Ordering Documents (i) for which the applicable license fees have been paid, (ii) for Licensee's own Noncommercial internal use, (iii) in accordance with this License Agreement and the configuration ordered by Licensee or as authorized by Esri or its authorized distributor, and (iv) for a period of twelve (12) months unless terminated earlier in accordance with the License Agreement. "**Noncommercial**" means use in a personal or individual capacity that (i) is not compensated in any fashion; (ii) is not intended to produce any works for commercial use or compensation; (iii) is not intended to provide a commercial service; and (iv) is neither conducted nor funded by any person or entity engaged in the commercial use, application, or exploitation of works similar to the licensed Products.
 - c. **Installation Support.** Installation Support for a period of ninety (90) days is included with ArcGIS for Home Use. As discussed further on the Esri or authorized distributor's website, Esri provides technical support in response to specific inquiries. Installation Support will apply only to unmodified Software. Software is provided only for standard hardware platforms and operating systems supported by Esri as described in the Software Documentation. Esri is not responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Esri Installation Support will be provided in compliance with the Esri ArcGIS for Home Use Installation Support document on the Esri website at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/home-use-installation-support.pdf>. Esri supports users solely with the installation of Esri Software. Esri's Support website is at <http://support.esri.com/en/support>. Support provided by an authorized distributor will be in accordance with the distributor's technical support program terms and conditions.
4. *Other Esri Limited Use Programs:* If Licensee acquires Products under any limited use program not listed above, Licensee's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Addendum 4. All such program terms are incorporated herein by reference.

Memorandum

To: ITS Customers Requesting Esri Software
From: Craig P. Orgeron, Ph.D.
Date: June 9, 2015
Re: Esri Express Products List 3774-D: Instructions for Use

1. Introduction

1.1 *Scope*

ITS currently has in place the Esri Express Products List (EPL) 3774-D to be used in the acquisition of Esri software products. The Esri EPL 3774-D was created based on the following agreements with Esri.

1.1.1 The Esri Master Purchase Agreement (MPA), #2003MPA6052, is a contract between Esri and ITS on behalf of Mississippi governmental and educational entities executed December 16, 2004.

1.1.2 The Esri Small Municipal and County Enterprise License Agreement (ELA) was added to the MPA Terms and Conditions on May 21, 2008. Pricing for this agreement is listed on the Esri price catalog under "Small Government Enterprise License." The ELA is a three year limited term license as opposed to the perpetual licenses purchased under the MPA. The procedure for submitting ELA purchases differs from the MPA procedures. These procedures are addressed further in this document.

1.2 *EPL Effective Dates*

The Esri EPL 3774-D will be valid from the signature date of this memo through the current expiration of the MPA, January 31, 2021.

1.3 *Who May Use*

This EPL may be used by Mississippi agencies, universities, community/junior colleges, and governing authorities (cities, counties, school districts, etc). This EPL has been approved by ITS as a legal purchasing tool for Esri products and services.

See *Item 9. What Goes in Your Purchase/Audit File* for specifics about how to document an EPL purchase.

1.4 *Dollar Limitations of Use*

1.4.1 The purchase limit is \$250,000 per project for the use of the Esri EPL without additional approval from ITS.

1.4.2 Projects costing in excess of \$250,000 are beyond the scope of this delegated process and subject to full ITS review and authorization. Authorization to exceed the EPL dollar limitation is described in the ITS Procurement Handbook under the **EPL Planned Purchase** process, Rule 207.7: 013-080. Below is the link to Procurement Handbook.
<http://www.its.ms.gov/Procurement/Documents/ISS%20Procurement%20Manual.pdf>

1.5 This list is governed under Procurement Instruments: Express Products Lists (EPLs) in the ITS Procurement Handbook (Rule 206.2: 011-030). The EPL is not to be confused with state contracts issued by Department of Finance and Administration, Office of Purchasing, Travel and Fleet Management (DFA-OPTFM).

1.6 *Mississippi's Accountability System for Government Information and Collaboration (MAGIC)*

State agency customers are required to purchase through Mississippi's Accountability System for Government Information and Collaboration (MAGIC). These customers will need the contract number and NIGP codes to complete their purchasing. The contract number and the vendor's supplier number are provided with the ordering information. See item 6 below. The NIGP codes are located in item 7 below.

2. **The Mississippi Coordinating Council for Remote Sensing and Geographic Information Systems**

The Mississippi Coordinating Council for Remote Sensing and Geographic Information Systems was created out of House Bill 861 during the 2003 regular session of the Mississippi Legislature. The council's responsibilities included assisting ITS in establishing policies and standards in the review and approval of procurements of both hardware and software related to remote sensing and geographic information systems (GIS.) On September 2, 2004, the council approved the establishment of EPLs for certain GIS software based upon standards recommended by the council's Technical User Group Standards Sub-Committee. The Esri EPL was one of several GIS Software EPLs recommended by this sub-committee.

3. **Mississippi-Esri Website**

3.1 Esri has worked with ITS to establish a special Mississippi-Esri website containing the approved MPA price list and ordering instructions.

3.2 The Mississippi-Esri website can be found at the following address:

<http://www.esri.com/mississippi>

From the initial page, you will be prompted to log in or "Create New Account" if you do not have an existing username and password. Please note that there is not a generic

Mississippi account set up for this site. Each customer must create their own account to continue.

- 3.3 The panel on the left side of the page gives you the Esri contract number, the EPL number, a link back to the ITS website, a link to a PDF version of the MPA catalog, information on how to order, and training information.

4. **Product and Pricing**

- 4.1 The prices stated in the MPA price list are not-to-exceed prices and incorporate a quantity discount based upon Mississippi volume. Customers should request quotations for any volume pricing from an Esri representative. Very large quantities or special promotion offers are available in some instances.
- 4.2 ELA pricing is listed on the MPA price list under “Small Government Enterprise License.” You must contact one of the Esri representatives listed in the contact information for an ELA quote.
- 4.3 Shipping costs are not included as part of the product purchase price. The MPA price list includes the following footer: “Shipping and Handling not to exceed \$40 on applicable orders (call for quote)”.
- 4.4 Customers may obtain price quotations in one of the following ways.
 - 4.4.1 Use the price list posted on the Mississippi-Esri website.
 - 4.4.2 Contact an Esri representative listed in these instructions.
 - 4.4.3 Contact an Esri Business Partner approved to sell under this EPL.

5. **Esri Business Partners**

- 5.1 The MPA allows for qualified Esri Business Partners to participate under this contract. Currently ITS has not approved any partners to participate under this agreement.
- 5.2 The instructions for applying to sell under this agreement may be found at the following address:
<http://www.its.ms.gov/Procurement/rfps/ESRI-LOC-for-resellers.pdf>
This *Instructions for Use* document will be updated if and when a partner has been approved by ITS.

6. **How to Place Your Order**

6.1 *Special Order Form*

Esri requests that their order form accompany the purchase order. This form is available on the Mississippi-Esri website under “How to Order.”

6.2 *Purchase Order*

Provided below are the instructions for completing the purchase order

- 6.2.1 The purchase order must be made out to Esri.
- 6.2.2 If working with an ITS approved Esri partner, the partner's company name should be included in the body of the purchase order.
- 6.2.3 Include "Esri EPL 3774-D" to identify the purchase for audit purposes with the ITS and Esri agreement.
- 6.2.4 Include the following language on the face of the purchase order: "Subject to Master Purchase Agreement No. 2003MPA6052".
- 6.2.5 Show shipping charges as a line item
- 6.2.6 Include the following additional information
 - 6.2.6.1 Name or identification of licensee, place of delivery, end user name, and contact information
 - 6.2.6.2 Purchase order number
 - 6.2.6.3 Date delivery is requested (allow 30 days after Esri's receipt of order)
 - 6.2.6.4 Quantity, description, and unit price pro each item ordered.

6.3 *Special Instructions for Purchases under the ELA*

Approved licensees shall submit a purchase order that references the ELA quotation and shall include the following statement on the face of the purchase order.

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF MASTER PURCHASE AGREEMENT NO. 2003MPA6052, AND ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN OR WITH THIS PURCHASE ORDER SHALL NOT APPLY."

6.4 *Contact Information*

Provided in the table below are the various contacts for Esri including addresses for placing your order and remitting payment. Please contact Esri with any questions regarding pricing or products on this list.

Contact Information:	
Inside Sales Jay Hoffman Office: (800) 447-9778 ext 1-5675 Fax: (210) 499-4112 jhoffman@esri.com	Mississippi Account Manager Jon Doherty Office: (210) 499-1044 ext 8829 Mobile: (210) 394-7255 Fax: (210) 499-4112 jpdoherty@esri.com

Place Order To:		
For MPA purchases: Environmental Systems Research Institute Attn: Customer Service Department 227 N. Loop 1604 East, Suite 100 San Antonio, TX 78232 Fax: (909) 307-3049	For ELA purchases: Environmental Systems Research Institute Attn: Esri Customer Service 380 New York Street Redlands, CA 92373-8100 service@esri.com Fax: (909) 307-3083	
Remit To:		
Environmental Systems Research Institute 227 N. Loop 1604 East, Suite 100 San Antonio, TX 78232		
For MAGIC Customers	Contract Number	Supplier Number
	8500000241	3100026807

7. **NIGP Codes for MAGIC**

State agency customers will be required to use NIGP codes when purchasing through Mississippi's Accountability System for Government Information and Collaboration (MAGIC). The following NIGP codes will be used for products purchased using the Esri EPL.

NIGP Code:	Use For:
20654	Geographic Information Systems (GIS)
96345	Licensing Fees
93900	Equipment Maintenance and Repair Services for Computers, Office, Photographic, and Radio/Television Equipment
92400	Educational/Training Services

8. **Contract**

The customer's purchase order becomes a supplement to the MPA. It is not necessary for the customer to negotiate a separate contract or supplement. The customer may obtain a copy of this agreement for their files by contacting the Esri representative or ITS.

9. **What Goes in Your Purchase/Audit File**

At a minimum, include:

- 9.1 A copy of the purchase order.
- 9.2 A copy of this memorandum.
- 9.3 A copy of either the written quotation from Esri or the Esri Business Partner or the page containing pricing for your particular purchase from the Esri website.
- 9.4 Any additional project related documentation or justification.

10. **To Report Problems or Request Assistance**

10.1 If you have any feedback that may help us to improve this process, or if you have any problems with your EPL order, please let ITS know. We suggest you notify the vendor of the problem in writing and send a copy to ITS. You may contact us in writing by one of the following ways:

10.1.1 E-mail: isshelp@its.ms.gov

10.1.2 Fax: (601) 713-6380

10.1.3 Mail: ITS, 3771 Eastwood Drive, Jackson, MS 39211

10.2 If you have questions about using the EPL, please contact the **Procurement Help Desk** at (601) 432-8166 or isshelp@its.ms.gov.

10.3 ITS is also available to host a “mini-class” on how to use our EPLs at a customer’s request. Please contact the Procurement Help Desk if interested.

Copies of this document are available on the Internet at
<http://www.its.ms.gov/Procurement/Pages/EPLs.aspx>



AGENDA ITEM NO:
AGENDA DATE: July 7, 2015

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Electric Department to declare items as surplus property, advertise for sale, and sell to the highest bidder.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Utilities**

**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:

AMOUNT DATE – DESCRIPTION

STAFF RECOMMENDATION: Request authorization to declare items as surplus property, advertise for sale, and sell to the highest bidder.

Asset	Description	Asset Value
Forklift	Clark Forklift Model #1737498	\$0
Forklift	Hyster Forklift Model #S50XL	\$0

All of these items are not functional and are not being used.

SUGGESTED MOTION: “Request authorization to declare items as surplus property, advertise for sale, and sell to the highest bidder.”



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7/7/15
PAGE: 1 of 3

SUBJECT: REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO DUKES ROOT CONTROL, INC, THE SUBMITTER OF THE LOWEST QUOTE, FOR ANNUAL SEWER LINE MAINTENANCE.

FOR MORE INFORMATION CONTACT: Terry Kemp, 323-3133, ext. 101

Root intrusion into sewer lines is a major cause of sanitary sewer overflows and structural failures in concrete cast pipe.....

We have found that repeating this maintenance every five years on segments that have a history of stoppages for root intrusion provides more reliable service to our customers and extends the life of CCP.

Two quotes were solicited and tabulate as follows.

			Dukes Root Control		Paul Smithey Cons.	
Item	UOM	Qty.	Unit Price	Ext. Price	Unit Price	Ext. Price
6"	LF	2,927	\$1.59	\$4,653.93	\$2.50	\$7,317.50
8"	LF	11,568	\$1.59	\$18,393.12	\$2.75	\$31,812.00
10"	LF	6,327	\$1.76	\$11,135.52	\$3.00	\$18,981.00
12"	LF	3,286	\$1.92	\$6,309.12	\$3.25	\$10,679.50
15"	LF	397	\$2.73	\$1,083.81	\$3.50	\$1,389.50
Mobilization	LS	1	\$0.00	\$0.00	\$400.00	\$400.00
			Total	\$41,575.50	Total	\$70,579.50
Contingency			5%	\$2,078.78		
				\$43,654.28		

Suggested motion: "I move that Dukes Root Control, the submitter of the lowest quote, be issued a notice to proceed for herbicide treatments in selected sewer segments in the amount of \$41,575.50 and that the General Manager of Starkville Utilities be authorized to approve additional quantities in an amount not to exceed \$2,078.78 during this mobilization as a contingency."



1020 Hiawatha Blvd., West
Syracuse, NY 13204-1131
1-800-44-ROOTS
(315) 472-4781
Fax (315) 475-4203

June 11, 2015

Doug Devlin
Director of Public Service
City of Starkville
101 Lampkin Street
Starkville, MS 39759

Re: Sewer Line Chemical Root Treatment (Foaming Method)

Dear Mr. Devlin:

As per your request, I am submitting the following quote for our foaming root control service on the above referenced project.

Item No.	Quantity	Description	Unit Price	Extension
1	2,927 feet	6" Sanitary Sewer	\$ 1.59	\$ 4,653.93
2	11,568 feet	8" Sanitary Sewer	\$ 1.59	\$ 18,393.12
3	6,327 feet	10" Sanitary Sewer	\$ 1.76	\$ 11,135.52
4	3,286 feet	12" Sanitary Sewer	\$ 1.92	\$ 6,309.12
5	397 feet	15" Sanitary Sewer	\$ 2.73	\$ 1,083.81
		Total		\$ 41,575.50

Duke's standard guarantee applies to all sanitary sewers treated. This price includes all Labor, Materials, Equipment, and Mobilization for the chemical treatment.

Please call me at 1-800-447-6687 if you have any questions. Thank you for considering Duke's for your root control needs.

Sincerely,

William J. Anderson
Vice President

SYRACUSE • DALLAS • ATLANTA • COLUMBUS • CHICAGO
OAKLAND • PORTLAND • DENVER

Paul Smithey Construction Company, Inc.

P.O. Box 357 ~ Belden, MS 38826
email address: paulsmiththeyconst@att.net
(662) 844-0794 Office
(662) 844-0601 Fax

Price Quotation

City of Starkville

Starkville, MS

Date	June 19, 2015
Job	Root Treatment
Location	Starkville, MS
Terms	Quote good for 30 days

[illegible]

Notes:


Paul Smithey
Paul Smithey Construction Company

Acceptance of Quote

Signature _____

Date: _____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7/7/15
PAGE: 1 of 2

SUBJECT: REQUEST APPROVAL TO ISSUE A NOTICE TO PROCEED TO CONTROL SYSTEMS, INC, A SOLE SOURCE, TO INSTALL TWO REMOTE TERMINAL UNITS AT BOOSTER STATION #2.

FOR MORE INFORMATION CONTACT: Terry Kemp, 323-3133, ext. 101

The remote terminal units (RTU's) for controlling the booster station on Bluefield Road are outdated and support for them will be phasing out from Control Systems Incorporated.

We are proposing to replace the outdated units with current model CSI-RTU-103's.

CSI is the sole source for the City of Starkville's SCADA equipment and services.

Approval is requested to issue a notice to proceed to CSI in the amount of \$7,360.00



CONTROL SYSTEMS, INC.

909 Quinn Street • Jackson, Mississippi 39202
P.O. Box 4852 • Jackson, Mississippi 39296-4852
Phone 601.355.8594 • FAX 601.355.8774

QUOTATION

06/26/2015

TO: City of Starkville
Scott Thomas

FAX:

TEL: 662-312-4446

This document contains 1 page(s).

SUBJECT:

N Booster / Bluefield #2
RTU Upgrade

COMMENTS:

We are pleased to offer the following quotation on the above mentioned project.

CSI agrees to furnish all labor, material and programming needed to replace the existing ICL 4300 RTU located at the above referenced location with two new CSI- RTU-103's.

TOTAL NET \$7,360.00

Payment Terms: NET 30 DAYS

Material Shipment Approximately AAD

Submittal Shipment Approximately ARO

Bill

Bill Weathers

E-MAIL - BillW@controlsysinc.com

C:\Users\billw.CONTROLSYSINC\Documents\Starkville RTU Replacement Bluefield 2.wpd

A 20% order cancellation fee will be enforced if cancelled after submittals are complete.

Applicable taxes are NOT included.

As a supplier, CSI does NOT allow retainage against invoices.

This quotation is good for 30 days.

Page 1 of 1