



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

OCTOBER 6, 2015



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

RECESS MEETING OF TUESDAY, OCTOBER 6, 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 AUGUST 18, 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 SEPTEMBER 8, 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:

- Tiara Cole—Secretary—Street Department
- Casandra Roberson—Radio Operator/Records Clerk—Police

NEW POLICE RESERVE OFFICERS

(who are current Fire Dept employees)

- Charles Yarbrough
- Mark McCurdy
- Matthew Schober

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

PUBLIC APPEARANCE BY THE 1ST ANNUAL DEVIN R. MITCHELL DAY COMMITTEE

VIII. PUBLIC HEARING

A PUBLIC HEARING OF THE PROPOSED CHANGE RELATED TO THE ESTABLISHMENT OF AN ORDINANCE TO ADDRESS FINES AND PENALTIES FOR OVERCROWDING OF FACILITIES AND STRUCTURES WITHIN THE CITY OF STARKVILLE.

IX. MAYOR'S BUSINESS

- A. DISCUSSION AND CONSIDERATION OF THE APPOINTMENT OF EMMA GIBSON GANDY, SANITATION DEPARTMENT HEAD, TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY TO COMPLETE THE TERM LEFT VACANT BY TAYLOR ADAMS, FORMER CHIEF ADMINISTRATIVE OFFICER FOR THE CITY OF STARKVILLE, WITH THAT TERM EXPIRING DECEMBER 31, 2016.
- B. CONSIDERATION OF THE APPROVAL TO CONTRACT WITH MAYFLOWER TRANSIT, THE LOWEST QUOTE, TO MOVE CITY HALL FURNITURE AND EQUIPMENT TO THE NEW MUNICIPAL BUILDING ON NOV. 5 – 6, 2015.

- C. DISCUSSION AND CONSIDERATION OF ENTERING INTO A JOINT PARKING USE AGREEMENT WITH GRIFFIN UNITED METHODIST CHURCH FOR PARKING AT THE NEW CITY HALL WITH COSTS ASSOCIATED WITH THE AGREEMENT TO BE PAID FROM THE CITY HALL CONSTRUCTION BUDGET AND THE MUNICIPAL BUILDING LINE IN THE GENERAL BUDGET.
- D. DISCUSSION AND CONSIDERATION OF APPROVING A REQUEST TO “PINK OUT” STARKVILLE FOR THE TACKLE CANCER EVENT AND WAIVING ALL BANNER PERMIT FEES ASSOCIATED WITH THE REQUEST.
- E. DISCUSSION AND CONSIDERATION OF PAYING AN INVOICE FROM GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT OUT OF THE CONTINGENCY BUDGET LINE FOR THE IMPLEMENTATION OF THE CODE RED EMERGENCY NOTIFICATION SYSTEM.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF REPAIRING THE BRIDGE ON YELLOW JACKET DRIVE AND AUTHORIZATION TO ADVERTISE FOR THE PROJECT.
- B. DISCUSSION AND CONSIDERATION OF MAKING THE LAKE POINTE LANE AND HUNTINGTON PARK DRIVE INTERSECTION A 4-WAY STOP AND MAKING THE INTERSECTION OF LANGSTON COVE AND HUNTINGTON DRIVE A 4-WAY STOP.
- C. DISCUSSION AND CONSIDERATION OF APPROVAL OF GADDIS HUNT TO THE HERITAGE MUSEUM BOARD, FILLING THE UNEXPIRED TERM OF MR. BILL POE WITH THE TERM TO EXPIRE SEPTEMBER 30, 2017.
- D. DISCUSSION AND CONSIDERATION OF APPROVAL OF THE APPOINTMENT OF _____ TO THE STARKVILLE HOUSING AUTHORITY FOR A 5 YEAR TERM WITH SAID TERM EXPIRING SEPTEMBER 5, 2020.
- E. DISCUSSION AND CONSIDERATION OF TIMELINE FOR THE SUBMISSION OF ITEMS FOR THE BOARD AGENDA.
- F. DISCUSSION AND CONSIDERATION OF APPROPRIATING \$2,000 FROM THE CONTINGENCY BUDGET LINE TO THE

**GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO
HELP DEFRAY COSTS ASSOCIATED WITH THE MML SMALL
TOWN CONFERENCE WELCOME RECEPTION.**

- G. DISCUSSION AND CONSIDERATION PLACING A 4-WAY STOP SIGN AT THE INTERSECTION OF LINDEN AND CHESTNUT DRIVE IN WARD TWO.
- F. DISCUSSION AND CONSIDERATION OF A MORATORIUM ON THE LANDSCAPE REQUIREMENTS FOR AREAS ZONED AS 'MANUFACTURING DISTRICTS'.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. **REQUEST APPROVAL OF CLEARWATER CONSULTANTS, INC. WORK AUTHORIZATION 15-01 FOR ENGINEERING SERVICES FOR THE 2015 FAA AIP PROJECT 3-28-0068-020-2015.**

B. COMMUNITY DEVELOPMENT DEPARTMENT

- 1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- A. **REQUEST APPROVAL OF THE SPECIAL EVENTS APPLICATION FOR THE FROST BITE HALF MARATHON WITH THE EVENT SCHEDULED FOR JANUARY 30, 2016, WITH IN-KIND SERVICES IN THE AMOUNT OF \$2,675.00.**

- B. **REQUEST APPROVAL OF THE GSDP SPECIAL EVENT REQUEST FOR PUMPKINPALOOZA, SET TO OCCUR ON OCTOBER 9, 2015 FROM 6:00 P.M. UNTIL 8:00 P.M., WITH IN-KIND SERVICES IN THE AMOUNT OF \$1,808.91.**

- C. REQUEST APPROVAL OF THE CONDITIONAL USE WITH CONDITIONS TO BUILD RESIDENTIAL UNITS ON A COMMERCIAL ZONED PROPERTY AT 208 AND 210 REED ROAD.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM M.B. HAMPTON IN THE AMOUNT OF \$4,964.00 FOR THE D.L.CONNER PAVED DITCH DRAINAGE PROJECT.

E. FINANCE AND ADMINISTRATION

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

2. REQUEST APPROVAL OF MUNICIPAL COMPLIANCE QUESTIONNAIRE FOR YEAR ENDED 9/30/15 IN ACCORDANCE WITH THE REQUIREMENTS OF §21-35-31, MS.CODE ANN. (1972).

F. FIRE DEPARTMENT

1. PRESENTATION ON FIRE APPARATUS REPLACEMENT PLAN AND REQUEST AUTHORIZATION TO PURCHASE NEW FIRE APPARATUS.
2. REQUEST PERMISSION TO ALLOW FIRE MARSHAL MARK MCCURDY AND FIRE MARSHAL STEIN MCMULLEN TO ATTEND THE MS FIRE INVESTIGATORS ASSOCIATION 2015 FALL SEMINAR, OCTOBER 21 – 23, 2015 AT THE RIVER WALK HOTEL IN VICKSBURG, MS WITH ADVANCE TRAVEL WITH AN APPROXIMATE COST OF \$1,006.
3. REQUEST PERMISSION TO REMOVE SURPLUS ITEMS FROM THE STARKVILLE FIRE DEPARTMENT INVENTORY LIST.

G. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF CONTRACT FOR VOICE OVER IP (VOIP) TELEPHONE SERVICES FOR THE NEW CITY HALL BUILDING.

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE RICHARD THOMAS TYSON TO FILL A VACANT POSITION OF POLICE OFFICER IN THE POLICE DEPARTMENT.
2. REQUEST APPROVAL TO HIRE VICKIE HAMPTON TO FILL A VACANT POSITION OF ADMINISTRATIVE ASSISTANT IN THE MAYOR'S AND CITY ADMINISTRATION OFFICE.
3. REQUEST APPROVAL TO HIRE JOSEPH WESLEY CHAMPION, JUSTIN MARK HATCHER, AND ORLANDO RENDALL SMITH TO FILL VACANT POSITIONS OF APPRENTICE LINEMAN IN THE UTILITIES DEPARTMENT.
4. REQUEST APPROVAL TO ADVERTISE TO FILL TWO (2) VACANT POSITIONS OF OPERATOR 1 IN THE LANDSCAPE DIVISION OF SANITATION & ENVIRONMENTAL SERVICES.
5. REQUEST APPROVAL OF THE MISSISSIPPI PARTNERSHIP COUNSELING TO CAREER (C2C) YOUTH PROGRAM WORK EXPERIENCE WORKSITE AGREEMENT THROUGH GTPDD AND AUTHORIZATION TO PARTICIPATE IN THIS PROGRAM.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 2 FORD POLICE INTERCEPTORS UTILITY ALL WHEEL DRIVE AT THE STATE CONTRACT PRICE OF \$52,822.00 FOR BOTH VEHICLES FROM DRUG SEIZED FUNDS.
2. REQUEST AUTHORIZATION OF THE REMOVAL OF DEFECTIVE BODY CAMERAS WHOSE SERIAL NUMBERS ARE 05DO-340F, 05DO-33ED, 05DO-33DA AND 05DO-3392, FROM THE POLICE DEPARTMENT'S INVENTORY AND RETURN TO THE VENDOR FOR REPAIR OR REPLACEMENT AT NO COST TO THE CITY.
3. CONSIDERATION OF A REQUEST TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE FUNDING FOR 3 CERTIFIED OFFICERS FOR THE SPD COMMUNITY ORIENTED POLICING UNIT AND TO AUTHORIZE THE PERSONNEL OFFICER TO ADVERTISE TO FILL THESE POSITIONS. THIS WOULD INCREASE THE SWORN POLICE FORCE BY 3 OFFICERS. THE SALARY PLUS ALL FRINGE

BENEFITS FOR 3 OFFICERS FOR A PERIOD OF 36 MONTHS WOULD BE FUNDED AT 75%, WITH THE REMAINING 25% MATCH COMING FROM THE CITY OF STARKVILLE. AT THE CONCLUSION OF THE 36 MONTH GRANT PERIOD, THE CITY OF STARKVILLE WILL CONTINUE THESE SALARIED POSITIONS FOR A PERIOD OF 12 ADDITIONAL MONTHS.

4. REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH THE WAL-MART FOUNDATION FOR FUNDING OF ITEMS TO USE FOR COMMUNITY EVENTS AND MATERIALS FOR THE SPD CITIZENS ACADEMY.
5. REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF HIGHWAY SAFETY FOR THE AMOUNT OF \$111,097.00 FOR FUNDING OF (2) DUI OFFICERS, OVERTIME FOR DUI ENFORCEMENT, EQUIPMENT, TRAVEL, LEL LUNCHEONS, AND OFFICE SUPPLIES FOR LEL. THIS FUNDING IS 100% REIMBURSABLE WITH FRINGE BENEFITS BEING PAID BY SPD

K. SANITATION DEPARTMENT

1. CONSIDERATION OF APPROVING AN ADVERTISEMENT FOR BID FOR TWO (2) 40 YARD FRONT LOADER GARBAGE TRUCKS.

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO MOVE FORWARD WITH USE OF LOGO.
2. REQUEST THE APPROVAL OF THE PARTICIPATION AGREEMENT AMENDMENTS BETWEEN THE CITY OF STARKVILLE AND TVA AND MISSISSIPPI STATE UNIVERSITY AND THE CITY OF STARKVILLE THROUGH DECEMBER 31, 2016.
3. REQUEST AUTHORIZATION TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST UNIT PRICE BIDDER, TO REPLACE FAILING GRAVITY SEWER LINE SEGMENTS IN THE PLANTATION HOMES SUBDIVISION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 20, 2015 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

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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**

APPROVAL OF THE CONSENT AGENDA.

- IV. APPROVAL OF BOARD OF ALDERMEN MINUTES**

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- V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

- VI. CITIZEN COMMENTS**
- VII. PUBLIC APPEARANCES**
- VIII. PUBLIC HEARING**
- IX. MAYOR'S BUSINESS**

A. DISCUSSION AND CONSIDERATION OF THE APPOINTMENT OF EMMA GIBSON GANDY, SANITATION DEPARTMENT HEAD, TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY TO COMPLETE THE TERM LEFT VACANT BY TAYLOR ADAMS, FORMER CHIEF ADMINISTRATIVE OFFICER FOR THE CITY OF STARKVILLE, WITH THAT TERM EXPIRING DECEMBER 31, 2016.

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- B. DISCUSSION AND CONSIDERATION OF MAKING THE LAKE POINTE LANE AND HUNTINGTON PARK DRIVE INTERSECTION A 4-WAY STOP AND MAKING THE INTERSECTION OF LANGSTON COVE AND HUNTINGTON DRIVE A 4-WAY STOP.
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B. COMMUNITY DEVELOPMENT DEPARTMENT

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THERE ARE NO ITEMS FOR THIS AGENDA

4. PLANNING

- A. REQUEST APPROVAL OF THE SPECIAL EVENTS APPLICATION FOR THE FROST BITE HALF MARATHON WITH THE EVENT SCHEDULED FOR JANUARY 30, 2016, WITH IN-KIND SERVICES IN THE AMOUNT OF \$2,675.00.
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4. REQUEST APPROVAL TO ADVERTISE TO FILL TWO (2) VACANT POSITIONS OF OPERATOR 1 IN THE LANDSCAPE DIVISION OF SANITATION & ENVIRONMENTAL SERVICES.
5. REQUEST APPROVAL OF THE MISSISSIPPI PARTNERSHIP COUNSELING TO CAREER (C2C) YOUTH PROGRAM WORK EXPERIENCE WORKSITE AGREEMENT THROUGH GTPDD AND AUTHORIZATION TO PARTICIPATE IN THIS PROGRAM.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 2 FORD POLICE INTERCEPTORS UTILITY ALL WHEEL DRIVE AT THE STATE CONTRACT PRICE OF \$52,822.00 FOR BOTH VEHICLES FROM DRUG SEIZED FUNDS.
2. REQUEST AUTHORIZATION OF THE REMOVAL OF DEFECTIVE BODY CAMERAS WHOSE SERIAL NUMBERS ARE 05DO-340F, 05DO-33ED, 05DO-33DA AND 05DO-3392, FROM THE POLICE DEPARTMENT'S INVENTORY AND RETURN TO THE VENDOR FOR REPAIR OR REPLACEMENT AT NO COST TO THE CITY.
3. CONSIDERATION OF A REQUEST TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE FOR THE FUNDING FOR 3 CERTIFIED OFFICERS FOR THE SPD COMMUNITY ORIENTED POLICING UNIT AND TO AUTHORIZE THE PERSONNEL OFFICER TO ADVERTISE TO FILL THESE POSITIONS. THIS WOULD INCREASE THE SWORN POLICE FORCE BY 3 OFFICERS. THE SALARY PLUS ALL FRINGE BENEFITS FOR 3 OFFICERS FOR A PERIOD OF 36 MONTHS WOULD BE FUNDED AT 75%, WITH THE REMAINING 25% MATCH COMING FROM THE CITY OF STARKVILLE. AT THE CONCLUSION OF THE 36 MONTH GRANT PERIOD, THE CITY OF STARKVILLE WILL CONTINUE THESE SALARIED POSITIONS FOR A PERIOD OF 12 ADDITIONAL MONTHS.
4. REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH THE WAL-MART FOUNDATION FOR FUNDING OF ITEMS TO USE FOR COMMUNITY EVENTS AND MATERIALS FOR THE SPD CITIZENS ACADEMY.
5. REQUEST APPROVAL TO ENTER INTO AN AGREEMENT WITH THE OFFICE OF HIGHWAY SAFETY FOR THE AMOUNT OF \$111,097.00 FOR FUNDING OF (2) DUI OFFICERS, OVERTIME FOR DUI ENFORCEMENT, EQUIPMENT, TRAVEL, LEL LUNCHEONS, AND OFFICE SUPPLIES FOR LEL. THIS FUNDING IS 100% REIMBURSABLE WITH FRINGE BENEFITS BEING PAID BY SPD

K. SANITATION DEPARTMENT

1. CONSIDERATION OF APPROVING AN ADVERTISEMENT FOR BID FOR TWO (2) 40 YARD FRONT LOADER GARBAGE TRUCKS.

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL FOR STARKVILLE UTILITIES TO MOVE FORWARD WITH USE OF LOGO.
2. REQUEST THE APPROVAL OF THE PARTICIPATION AGREEMENT AMENDMENTS BETWEEN THE CITY OF STARKVILLE AND TVA AND MISSISSIPPI STATE UNIVERSITY AND THE CITY OF STARKVILLE THROUGH DECEMBER 31, 2016.
3. REQUEST AUTHORIZATION TO ISSUE A NOTICE TO PROCEED TO STIDHAM CONSTRUCTION, THE LOWEST UNIT PRICE BIDDER, TO REPLACE FAILING GRAVITY SEWER LINE SEGMENTS IN THE PLANTATION HOMES SUBDIVISION.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 20, 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.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: IV. A.
AGENDA DATE: 10-6-2015
PAGE: 1**

SUBJECT: REQUEST APPROVAL OF THE MINUTES OF THE AUGUST 18, 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

AUTHORIZATION HISTORY: N/A

SUGGESTED MOTION: APPROVAL OF THE MINUTES OF THE AUGUST 18, 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 RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
August 18, 2015**

Be it remembered that the Mayor and Board of Alderman met on August 18, 2015 at 5:00 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 Board Attorney Chris Latimer, CAO/CFO Taylor V. Adams, City Clerk Lesa Hardin.

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

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

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Wynn requested all items removed from the published August 18, 2015 Consent Agenda.

Alderman Carver requested the following change to the published August 18, 2015 Agenda:

Add Item X. A. to Agenda and renumber the Agenda. Approval of Starkville's Animal Control Ordinance being distributed with Starkville Utility Bills.

Alderman Wynn requested the following change to the published August 18, 2015 Agenda:

Remove Item X. C. from the Agenda and renumber the Agenda. Discussion and consideration of establishing protocol for citizen comments effective at the first meeting held in the new City Hall.

Alderman Maynard requested the following change to the published August 18, 2015 Agenda:

Add Item XI. G. 1. to Agenda. Request approval of low quote from Garner Computer for network equipment for the new City Hall building.

1. A MOTION TO REMOVE ITEM XI. H. 1. REQUEST APPROVAL FOR PARKS DIRECTOR HERMAN PETERS TO ATTEND THE NATIONAL RECREATION AND PARK CONFERENCE IN LAS VEGAS, NV SEPTEMBER 14-17 WITH ADVANCE TRAVEL APPROVED AT A TOTAL COST NOT TO EXCEED \$2,180.00.

Upon the motion of Alderman Perkins, duly seconded by Alderman Carver, to remove Item XI. H. 1. from the August 18, 2015 Official Agenda, 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, the Mayor declared the motion carried.

The Mayor asked for further revisions to the published August 18, 2015 Official Agenda. No further revisions were requested.

2. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Upon the motion of Alderman David Little, duly seconded by Alderman Lisa Wynn, to approve the August 18, 2015 Official Agenda, 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, the Mayor declared the motion carried.

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

RECESS MEETING OF TUESDAY, AUGUST 18, 2015
5:00 P.M., COURT ROOM, CITY HALL
101 EAST LAMPKIN STREET

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

CONSIDERATION OF THE MINUTES OF THE JULY 7, 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

A PUBLIC APPEARANCE BY REPRESENTATIVES OF THE GOLDEN TRIANGLE LINK.

PRESENTATIONS FROM THE FOUR FINALIST FOR CITY BENEFIT ADMINISTRATION.

A PUBLIC APPEARANCE BY TOM MCREYNOLDS.

VIII. PUBLIC HEARING

A PUBLIC HEARING OF THE CONDITIONAL USE OF A SMALL LOAN BUSINESS AT 831 HIGHWAY 12 WEST, SUITE C

A PUBLIC HEARING ON TERRY PARRISH REZONING FROM C-2 TO T-5 WITH CONDITION.

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION OF AUTHORIZING PAYMENTS FOR THE CITY'S COSTS ON THE LYNN LANE BIKE PATH TO BE PAID FROM BOND PROCEEDS.

B. DISCUSSION AND CONSIDERATION OF AUTHORIZING AN ADDITIONAL \$35,000 IN 2% TAX PROCEEDS TO BE SPENT ON GENERAL PARK IMPROVEMENTS AND UP TO \$100,000 OF ELIGIBLE SALARIES TO BE PAID FROM 2% TAX PROCEEDS.

X. BOARD BUSINESS

A. APPROVAL OF STARKVILLE'S ANIMAL CONTROL ORDINANCE BEING DISTRIBUTED WITH STARKVILLE UTILITY BILLS.

B. DISCUSSION AND CONSIDERATION OF THE PROPOSALS FOR BENEFIT PROVISION AND ADMINISTRATION FOR THE CITY OF STARKVILLE, MS.

C. DISCUSSION AND CONSIDERATION OF A NEW FORMAT FOR THE CITY OF STARKVILLE AGENDA COVER SHEET.

D. DISCUSSION AND CONSIDERATION OF BUDGET NEEDS FOR THE CITY OF STARKVILLE MS IN THE FISCAL YEAR 2016.

E. DISCUSSION AND CONSIDERATION OF SETTING PUBLIC HEARING FOR THE PROPOSED FISCAL YEAR 2016 BUDGET AND 2016 TAX MILLAGE RATE.

F. DISCUSSION AND CONSIDERATION OF SANITATION FEES.

G. CONSIDERATION AND APPROVAL OF ALL PARK AND RECREATION PAYROLL, PURCHASING, ACCOUNTS RECEIVABLE, ACCOUNTS PAYABLE, AND ACCOUNT RECONCILIATION BEING CENTRALIZED IN THE CITY CLERK'S OFFICE EFFECTIVE OCTOBER 1, 2015.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO DECLARE ITEMS AS SURPLUS PROPERTY AND TO SELL SAID ITEMS ON GOVDEALS.COM TO THE HIGHEST BIDDER.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

A. REQUEST APPROVAL OF THE TWENTY-ONE LOT BENT BROOK RIDGE FINAL PLAT SUBDIVISION.

B. REQUEST APPROVAL OF FINAL PLAT OF THE FIVE LOT OWENS SUBDIVISION.

C. REQUEST APPROVAL OF PRELIMINARY PLAT OF THE TWO LOT MICHAEL KRACKER SUBDIVISION WITH A CHANGE IN CONDITION.

D. REQUEST APPROVAL OF PRELIMINARY PLAT AND FINAL PLAT APPROVAL OF THE ONE LOT SAPERIOR PATTON SUBDIVISION WITH CONDITIONS ONE, TWO, AND THREE FROM THE JULY 14, 2015 PLANNING AND ZONING MEETING.

E. REQUEST APPROVAL OF THE CONDITIONAL USE OF A SMALL LOAN BUSINESS AT 831 HIGHWAY 12 WEST, SUITE C.

F. REQUEST APPROVAL OF THE TERRY PARRISH REZONING FROM C-2 TO T-5 WITH CONDITION.

G. REQUEST APPROVAL OF RATIFICATION OF IN-KIND SERVICES FOR THE LITTLE STURGIS BIKE RALLY IN THE AMOUNT OF \$1,190.00.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. REQUEST APPROVAL FOR GROUNDSTONE CONSTRUCTION TO INSTALL 2 ADA RAMPS ON COLLEGEVIEW STREET AT A COST NOT TO EXCEED \$4,600.00.
2. REQUEST APPROVAL TO RELOCATE THE SPORTSPLEX BUS STOP TO LYNN LANE AND AUTHORIZATION TO CONSTRUCT A NEW BUS PAD AND SHELTER PAD AT A COST NOT TO EXCEED \$15,000.00.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE ELECTRIC DEPARTMENT AS OF AUGUST 14, 2015 FOR FISCAL YEAR ENDING 9/30/15.
2. REQUEST APPROVAL OF THE JULY 31, 2015 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE.
3. REQUEST APPROVAL BUDGET AMENDMENT NO. 2 FOR THE CITY OF STARKVILLE FOR FISCAL YEAR 2015.
4. REQUEST APPROVAL OF PROPOSED FURNITURE PURCHASE FOR THE NEW MUNICIPAL BUILDING.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO HOST THE ANNUAL PINK HEALS FIRE EVENT AND FUN RUN ON OCTOBER 31, 2015.
2. REQUEST APPROVAL TO CALL PUBLIC HEARINGS RELATED TO ESTABLISHMENT OF AN ORDINANCE TO ADDRESS FINES AND PENALTIES FOR OVERCROWDING OF FACILITIES AND STRUCTURES WITHIN THE CITY OF STARKVILLE.
3. REQUEST APPROVAL TO COMPLETE A LEASE/PURCHASE AGREEMENT WITH ALARM SECURITIES, INC. (ASI) FOR AN AMOUNT OF \$288.50 PER-MONTH, FOR A TOTAL OF 24 MONTHS. AT THE END OF 24 MONTHS, THE EQUIPMENT WILL BE PURCHASED FOR A COST OF \$1.00.

G. INFORMATION TECHNOLOGY

1. REQUEST APPROVAL OF LOW QUOTE FROM GARNER COMPUTER

FOR NETWORK EQUIPMENT FOR THE NEW CITY HALL BUILDING.

H. PARKS

1. REQUEST APPROVAL FOR PARKS DIRECTOR HERMAN PETERS TO ATTEND THE NATIONAL RECREATION AND PARK CONFERENCE IN LAS VEGAS, NV SEPTEMBER 14-17 WITH ADVANCE TRAVEL APPROVED AT A TOTAL COST NOT TO EXCEED \$2,180.00.

I. PERSONNEL

1. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR CODY A. BURNETT AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.
2. REQUEST APPROVAL TO HIRE THOMAS JOEL MURPHY TO FILL A VACANT POSITION OF APPRENTICE LINEMAN IN THE UTILITIES DEPARTMENT—ELECTRIC DIVISION AT AN APPRENTICE LINEMAN LEVEL 2 WITH ANNUAL SALARY OF \$38,000.00 (\$18.27 HOUR). SUBJECT TO ONE YEAR PROBATIONARY PERIOD.
3. REQUEST APPROVAL OF STARKVILLE POLICE DEPARTMENT GENERAL ORDER # 107 ESTABLISHING A PART-TIME RESERVE OFFICER PROGRAM AND AUTHORIZATION TO HIRE CANDIDATES TO WORK IN THIS PROGRAM AS SET FORTH IN THE GO.
4. REQUEST APPROVAL TO AUTHORIZE THE UTILITIES DIVISION TO HIRE UP TO FOUR (4) TEMPORARY, PART-TIME EMPLOYEES TO WORK THROUGH THE FALL SEMESTER TO PERFORM LOCATE SERVICES FOR OUR UNDERGROUND UTILITY SERVICES AS PRESENTED.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL OF ALLOWING CHIEF NICHOLS AND SHONDA DELOACH (ACCREDITATION MANAGER) TO ATTEND THE 2015 CALEA CONFERENCE IN MIAMI, FL, "WITH ADVANCE TRAVEL AUTHORIZED NOT TO EXCEED \$5,596.37.
2. REQUEST APPROVAL OF ALLOWING CPL., SCOTT LOMAX AND MOMCILO BABIC TO ATTEND SWAT SCHOOL, AUGUST 24-28, 2015 IN PEARL, MS, "WITH ADVANCE TRAVEL AUTHORIZED NOT TO EXCEED \$297.00.
3. A REPORT FROM CHIEF R. FRANK NICHOLS ON STAFFING NEEDS IN THE POLICE DEPARTMENT AND A REQUEST FOR DISCUSSION AND CONSIDERATION OF THE REPORT.

4. REQUEST APPROVAL OF A MISSISSIPPI OFFICE OF HIGHWAY SAFETY GRANT FOR FISCAL YEAR 2016 IN THE AMOUNT OF \$22,578 FOR POLICE TRAFFIC SERVICE AND AUTHORIZE THE MAYOR TO SIGN ALL NECESSARY DOCUMENTATION.

K. SANITATION DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE TWO (2) EXMARK LAZER MOWERS FROM THE QUOTE RECEIVED FROM POWERSTROKE EQUIPMENT IN THE AMOUNT OF \$15,989.98 (\$7,994.98 EA.) TO BE USED BY SANITATION & ENVIRONMENTAL SERVICES LANDSCAPE DIVISION.
2. REQUEST APPROVAL OF THE PURCHASE A 2015 WOODS BE-1260X EXTREME CUTTER (BUSH-HOG) FROM WADE INCORPORATED IN THE AMOUNT OF \$15,250.00, TO BE USED BY SES – LANDSCAPE DIVISION.

L. UTILITIES DEPARTMENT

1. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A JOINT WASTEWATER SERVICE AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND THE MISSISSIPPI BAPTIST CONVENTION IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT.
2. REQUEST THE ADOPTION OF A RESOLUTION AUTHORIZING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A MISSISSIPPI CAPITAL IMPROVEMENTS REVOLVING LOAN PROGRAM (CAP) APPLICATION FOR STARKVILLE, MISSISSIPPI.
3. REQUEST AUTHORIZATION TO PURCHASE A NEW FORD F-150 XL UNDER STATE CONTRACT FOR STARKVILLE UTILITIES AT A COST NOT TO EXCEED \$28,500.
4. REQUEST THE ADOPTION OF A RESOLUTION AUTHORIZING AND APPROVING A LOAN ON BEHALF OF THE CITY FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY (THE "DEPARTMENT") FOR THE PURPOSE OF COMPLETING CAPITAL IMPROVEMENTS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL SEPTEMBER 1, 2015 @ 5:00 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

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3. CONSIDERATION OF THE MINUTES OF THE JULY 7, 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 Little, duly seconded by Alderman Maynard, to approve the minutes of the July 7, 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, 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.

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Wiseman introduced the following new employee:
Riccardo Moore – Street Dept.

BOARD OF ALDERMEN COMMENTS:

4. CONSIDERATION OF INSCRIPTION ON CITY PLAQUE AT MUNICIPAL BUILDING.

Alderman Perkins discussed the history of City plaques and noted the current CAO, Taylor Adams, name is listed on the new parking garage plaque. He then offered a motion that the name of Lynn Spruill be inscribed and reflected on the cornerstone / plaque to be located in or on the new Municipal Complex building in the City of Starkville; and, that said cornerstone / plaque shall reflect that she was the Chief Administrative Officer for the City during the 2009 – 2014 term, being the term that said building was approved by the Board of Aldermen. Following a second by Alderman Little, 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.

Alderman Perkins then recognized Alderman Wynn for her recent Certified Municipal Officer designation at the MML Conference.

Alderman Little congratulated the Starkville Little League team that recently won the State tournament.

Alderman Wynn read a letter from Juliette Weaver Reese offering her resignation from the School Board effective immediately.

5. MOTION TO ADVERTISE VACANT SCHOOL BOARD POSITION.

Alderman Wynn offered a motion to advertise the vacant school board position that Juliette Weaver Reese previously held and to receive applications until 5 p.m. September 4, 2015 and for applications to be considered at the September 15 meeting. Alderman Carver seconded with the Board voting as follows:

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

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

CITIZEN COMMENTS:

Alvin Turner, Ward 7, stated that there are concerns since the school consolidation that some students are not getting home until late. He also believes in freedom of speech.

Jacqueline Tate, Ward 6, presented a letter stating her water bill was too high. Alderman Perkins asked that the CAO speak with Starkville Utilities and report back to him by the end of the week.

Chris Taylor, stated that the Park Director does not set the location of the National Park Convention and that he felt he should be allowed to attend in order to gain job knowledge.

Mary Ann Jones, Ward 4, stated she felt professional conferences should be allowed.

Rodney Lincoln, on behalf of the Sturgis Motorcycle Rally, thanked the City for their assistance during the recent rally events.

Lynn Spruill, Ward 3, reported she had done research and feels Mr. Alvin Turner has been coming to Starkville Board meetings since 1975 and that it is a wonderful opportunity for citizens to express themselves.

Sandra Sistrunk, Ward 2, expressed concern that a proposed budget has not been posted to the City website. She also asked the Board to consider bonds being divided between the City and County and to consider jobs created as a percentage.

Dorothy Issac, asked each Board member to give careful consideration to the next school board appointment.

PUBLIC APPEARANCES:

PUBLIC APPEARANCE BY REPRESENTATIVES OF THE GOLDEN TRIANGLE LINK.

Joe Max Higgins presented an update of the Innovation Park District and potential sites. A site has been located since the last site did not materialize. The LINK hopes to present solid plans in October and asked that the City include initial costs for an Innovation Park District in the Fiscal Year 16 budget. It was suggested they were close enough to a presentation that the City should consider raising the tax milage rate to fund a bond payment for the project.

PRESENTATIONS FROM THE FOUR FINALIST FOR CITY BENEFIT ADMINISTRATION.

Mayor Wiseman thanked the four groups for their interest in serving the City and asked that, as a courtesy, the ones not being interviewed leave the room when they are not being interviewed. They then offered presentations in alpha order.

Bancorp South. Kyle Bailey discussed what Bancorp South Insurance offered in the line of communications, enrollment, experience, employee services, etc. Questions were asked by the Aldermen and Mayor.

Integrity Group. Debbie Joudon introduced the team of Integrity Group and what each offered the City in services. Questions were asked by the Mayor and Aldermen.

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

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

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

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

7. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, 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 then announced that the Board had elected not to go in executive session.

Alderman Wynn presented the insurance quotes:

Present plan: \$ 1,873,538
Bancorp: \$ 1,731,299
Regions: \$ 1,709,218
Integrity: \$ 1,858,686
Galloway: (did not quote)

Discussion followed as to possible reasons for the differences in quotes.

Regions Insurance. Mickey Watkins and Preston Francis presented the levels of expertise they felt they had to offer. The agency currently serves 31 self-funded accounts. They discussed the legal requirements of the new Health Care laws and how they felt they could save the City more through analysis of re-insurance costs.

Galloway Chandler McKinney Insurance. Jimmy Galloway represented the firm along with William Hilburn, manager of the Starkville office. They did not submit a numerical quote because they felt that the focus should be on a strong trustworthy agent who will then shop for coverage for the City. They then discussed ways they could assist the City and answered questions from the Mayor and Board.

The Mayor thanked all agents for their presentations.

PUBLIC APPEARANCE BY TOM MCREYNOLDS.

Dr. Tom McReynolds thanked the community for their help with the recent little league team trip to Waco for the baseball tournament. Dr. McReynolds, along with the two other coaches, were asked to give their thoughts on Starkville's park program. They noted the potential and profit tournaments would bring to the Starkville area. They noted it would not take long to develop a regular tournament rotation if Starkville had the park facilities needed because of the area hotels and restaurants.

PUBLIC HEARINGS:

PUBLIC HEARING OF THE CONDITIONAL USE OF A SMALL LOAN BUSINESS AT 831 HIGHWAY 12 WEST, SUITE C.

Buddy Sanders presented the conditional use request of Lendmark Financial Services, LLC.. The business would be located between a cash advance business and a wine/liquor store. The Mayor then opened the floor for citizen comments.

Alderman Carver asked how this is similar to other loan companies. Sonya Collier, the manager of the proposed business stated the business would not issue title loans or payday loans. When asked she noted the current loan rate to be 17 % - 23 % and that rates are based on rates set by the State.

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

PUBLIC HEARING ON TERRY PARRISH REZONING FROM C-2 TO T-5 WITH CONDITION.

Saunders Ramsey of Neel Schaffer Engineers presented a rezoning request, on behalf of Terry Parrish, to rezone 1.08 +/- acres from C-2 General Business to t-5 at the northeast intersection of Jackson Street and the Kansas City Southern Rail Road. The Mayor then opened the floor for citizen comments.

Discussion and questions from Aldermen followed. Mayor Wiseman then called for additional comments. There being none, the Mayor closed the Public Hearing.

8. CONSIDERATION OF AUTHORIZING PAYMENTS FOR THE CITY'S COSTS ON THE LYNN LANE BIKE PATH TO BE PAID FROM BOND PROCEEDS.

Mayor Wiseman presented the background of the Lynn Lane project and asked that \$120,000 - \$180,000 needed as a match from the City be paid from bond proceeds to insure all money will be spent by the 2018 deadline. Upon the motion of Alderman Wynn, 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: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

9. DISCUSSION AND CONSIDERATION OF AUTHORIZING AN ADDITIONAL \$35,000 IN 2% TAX PROCEEDS TO BE SPENT ON GENERAL PARK IMPROVEMENTS AND UP TO \$100,000 OF ELIGIBLE SALARIES TO BE PAID FROM 2% TAX PROCEEDS.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Maynard, to authorize an additional \$35,000 in 2% tax proceeds to be spent on general park improvements and up to \$100,000 of eligible salaries to be paid from 2% tax proceeds 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.

10. CONSIDERATION OF PLACING A COPY OF STARKVILLE'S ANIMAL ORDINANCE IN THE UTILITY BILLS.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn to place a copy of Starkville's Animal Ordinance in the upcoming utility bills, 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.

11. DISCUSSION AND CONSIDERATION OF THE PROPOSALS FOR BENEFIT PROVISION AND ADMINISTRATION FOR THE CITY OF STARKVILLE, MS.

Alderman Lisa Wynn offered a motion to award the Benefit Services and Administration contract to The Integrity Group, and that the Mayor be authorized to sign any and all documentation related to this award following the review and approval of the contract by the City Attorney, and moved that open enrollment occur at a time agreed upon by the agent and City administration. Alderman Carver seconded the motion.

At this time the Mayor offered comments thanking the Board and Staff for the diligence taken in selecting an insurance agent for the City. He then recommended Regions Insurance Agency based on scoring, costs and presentation and promised to Veto if the motion on the table passed. Alderman Wynn withdrew her motion at this time.

Alderman Perkins then offered a motion to table the item to allow additional time for review. Alderman Wynn seconded and the Board voted as follows:

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

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

Alderman Walker offered a motion to award the Benefit Services and Administration contract to Regions Insurance Agency, and that the Mayor be authorized to sign any and all documentation related to this award following the review and approval of the contract by the City Attorney, and moved that open enrollment occur at a time agreed upon by the agent and City administration. Alderman Little seconded the motion. Alderman Walker stated he felt all groups offered adequate insurance coverage but the Regions group offered the best price for the same coverage. The Board then voted as follows:

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: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

Alderman Lisa Wynn then offered a motion to award the Benefit Services and Administration contract to The Integrity Group, and that the Mayor be authorized to sign any and all documentation related to this award following the review and approval of the contract by the City Attorney, and moved that open enrollment occur at a time agreed upon by the agent and City administration. Alderman Carver seconded the motion.

The Board voted as follows:

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

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

12. CONSIDERATION OF A NEW FORMAT FOR THE CITY OF STARKVILLE AGENDA COVER SHEET.

Upon the motion of Alderman Wynn, duly seconded by Alderman Perkins. to use the new Starkville Agenda Cover Sheet, as presented below, at the first meeting of the Mayor and Board in the new Municipal Complex. 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.

Mayor
Parker Wiseman

Vice Mayor
Roy A'. Perkins

Board of Aldermen
Ben Carver
Lisa Wynn
David Little
Jason Walker
Scott Maynard
Henry Vaughn, Sr.

Chief Administrative Officer
Taylor Adams

City Attorney
Chris Latimer

City Clerk
Lesa Hardin



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Randy Boyd

**City Planning &
Community Development**
W. Buddy Sanders

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

Technology Director
Joel Clements, Jr.

**Park and Recreation
Director**
Herman Peters

Sanitation Director
Emma Gandy

OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI

MAY 19, 2015

13. DISCUSSION AND CONSIDERATION OF BUDGET NEEDS FOR THE CITY OF STARKVILLE MS IN THE FISCAL YEAR 2016.

Alderman Maynard discussed the need for additional police officers, an additional I T person, an annexation study, a police receptionist, and many other needs that there was not any extra money for in this budget. A copy of the proposed budget will be distributed and placed on the website soon.

14. DISCUSSION AND CONSIDERATION OF SETTING PUBLIC HEARING FOR THE PROPOSED FISCAL YEAR 2016 BUDGET AND 2016 TAX MILLAGE RATE.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to table the setting of Public Hearing dates, 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.

15. DISCUSSION AND CONSIDERATION OF SANITATION FEES.

Alderman Maynard distributed a page of needs of the sanitation department. Revenue options were discussed as well as the need for a new street sweeper. Alderman Maynard then offered a motion, effective October 1, 2015, to adopt increases of \$5.00 monthly for commercial small business collections, \$2.00 optional recycling fee inclusive of once a week pickup, and \$.75 monthly increase for residential collection. Alderman Vaughn seconded the motion. Discussion followed as to working with local groups to encourage recycling and not let the new fee discourage recycling. 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: Yea

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

16. CONSIDERATION AND APPROVAL OF ALL PARK AND RECREATION PAYROLL, PURCHASING, ACCOUNTS RECEIVABLE, ACCOUNTS PAYABLE, AND ACCOUNT RECONCILIATION BEING CENTRALIZED IN THE CITY CLERK'S OFFICE EFFECTIVE OCTOBER 1, 2015.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, to approval of all Park and Recreation purchasing, accounts receivable, accounts payable, and account reconciliation being centralized in the City Clerk's Office effective October 1, 2015 and the payroll to remain at McMurray, CPAs until December 31, 2015 at which time all Park records will be processed in the City Clerk's office. 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.

17. REQUEST APPROVAL TO DECLARE CERTAIN AIRPORT ITEMS AS SURPLUS PROPERTY AND TO SELL SAID ITEMS ON GOVDEALS.COM TO THE HIGHEST BIDDER.

Alderman Vaughn offered a motion, duly seconded by Alderman Little, to declare as surplus property and request approval to advertise the sale of the following items on GovDeals.com:

1. M-B COMPANY INC. MODEL ARMT 8' PTO DRIVEN ROTARY BROOM SN: 12-8523
2. FORD SERIES 954 5' BUSHOG SN: WM45168

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.

18. REQUEST APPROVAL OF THE TWENTY-ONE LOT BENT BROOK RIDGE FINAL PLAT SUBDIVISION.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, to approve FP 15-11, the Final Plat request by Garden Properties, LLC for the Bent Brook Ridge 21 lot single family subdivision, the Board voting as follows:

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

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

19. REQUEST APPROVAL OF FINAL PLAT OF THE FIVE LOT OWENS SUBDIVISION.

Alderman Vaughn offered a motion to approve FP 15-12, the Final Plat for a five lot subdivision by Habitat for Humanity. Alderman Wynn seconded with the Board voting as follows:

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

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

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

20. REQUEST APPROVAL OF PRELIMINARY PLAT OF THE TWO LOT MICHAEL KRACKER SUBDIVISION WITH A CHANGE IN CONDITION.

Upon the motion of Alderman Vaughn to approve PP 15-11, a Preliminary Plat for a two lot subdivision by Michael Kracker, with condition number six on the July 7, 2015 Kracker Rezoning be changed to "Rezoning of property contingent upon a lot subdivision. Subdivision process shall begin within six months of approval date." Alderman Walker seconded the motion and 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.

21. REQUEST APPROVAL OF PRELIMINARY PLAT AND FINAL PLAT APPROVAL OF THE ONE LOT SAPERIOR PATTON SUBDIVISION WITH CONDITIONS ONE, TWO, AND THREE FROM THE JULY 14, 2015 PLANNING AND ZONING MEETING.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, to approve PP 15-10 and FP 15-10, a Preliminary and Final Plat request for a one lot subdivision by Saperior Patton with conditions one, two, and three from the July 14, 2015 planning and zoning meeting, 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.

22. REQUEST APPROVAL OF THE CONDITIONAL USE OF A SMALL LOAN BUSINESS AT 831 HIGHWAY 12 WEST, SUITE C.

Following some discussion, Alderman Little offered a motion to approve CU 15-06: Conditional Use request for a small loan business by Lendmark Financial Services, LLC at 831 Highway 12 West, Suite C. Alderman Wynn seconded and 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: Nay
Alderman Roy A'. Perkins	Voted: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

23. REQUEST APPROVAL OF THE TERRY PARRISH REZONING FROM C-2 TO T-5 WITH CONDITION.

Alderman Walker offered a motion, seconded by Alderman Vaughn, to approve RZ 15-04: Rezoning request by Terry Parrish to rezone 1.08 +/- acres from C-2 General Business to t-5 at the northeast intersection of Jackson Street and the Kansas City Southern Rail Road - subject properties are 102A-00-014.00, 102A-00-015.00, and 102A-00-016.00 with the condition that buildings to be used as residential on the first floor shall be accessed from the street. 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.

24. REQUEST APPROVAL OF RATIFICATION OF IN-KIND SERVICES FOR THE LITTLE STURGIS BIKE RALLY IN THE AMOUNT OF \$1,190.00.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, to approve the ratification of support for the Little Sturgis Bike Rally with in-kind services of \$1,190 provided by Sanitation and Environmental Services, 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.

25. REQUEST APPROVAL FOR GROUNDSTONE CONSTRUCTION TO INSTALL 2 ADA RAMPS ON COLLEGEVIEW STREET AT A COST NOT TO EXCEED \$4,600.00.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to approve the installation of two (2) ADA ramps on Collegeview Street by Groundstone Construction at a cost not to exceed \$4,600,

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.

26. REQUEST APPROVAL TO RELOCATE THE SPORTSPLEX BUS STOP TO LYNN LANE AND AUTHORIZATION TO CONSTRUCT A NEW BUS PAD AND SHELTER PAD AT A COST NOT TO EXCEED \$15,000.00.

Alderman Vaughn offered a motion to approve the relocation of the Sportsplex Bus Stop to Lynn Lane and authorization to construct a new bus pad and shelter pad at a cost not to exceed \$15,000. This new bus stop will prevent the SMART buses from entering the Sportsplex parking lot and damaging the asphalt. The new bus stop will be adjacent to Lynn Lane and will provide a sidewalk connection to the newly constructed Lynn Lane multi-use path. Alderman Wynn seconded the motion and 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.

27. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF AUGUST 14, 2015 FOR FISCAL YEAR ENDING 9/30/15.

Upon the motion of Alderman Vaughn to move approval of the City of Starkville Claims Docket for all departments as of August 14, 2015 for fiscal year ending 9/30/15, duly seconded by Alderman Little, 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: Yea

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

General Fund	001	\$ 346,264.13
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Restricted Police Fund	002	145.80
Airport Fund	015	5,770.65
Restricted Airport	016	788.00
Sanitation	022	60,618.46
Landfill	023	3,772.59
Computer Assessments	107	19,088.29
Parking Mill Project	311	140,734.46
Park and Rec Tourism	375	9,349.56
Water/Sewer	400	243,008.24
Sub Total Before SED	Sub	\$ 829,540.18
Electric Dept	SED	997,063.10
Total Claims	Total	\$1,826,603.28

28. REQUEST APPROVAL OF THE JULY 31, 2015 FINANCIAL STATEMENTS OF THE CITY OF STARKVILLE

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to approve the July 31, 2015 financial statements of the City of Starkville, 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.

29. REQUEST APPROVAL BUDGET AMENDMENT NO. 2 FOR THE CITY OF STARKVILLE FOR FISCAL YEAR 2015.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, to approval Budget Amendment No. 2 for the City of Starkville for fiscal year 2015, 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.

<u>Account</u>	<u>Code</u>	<u>Debit</u>	<u>Credit</u>
Park2%-Restrooms	375-000-260-081		55,000.00
Rent - Garan	001-000-341-602		10,000.00
Civil Defense	001-290-918-805	10,000.00	
Park Fund – 2%	375-551-907-942	55,000.00	
Court Supplies	001-110-501-200	2,000.00	
Court Equipment	001-110-604-330		2,000.00
Youth Court Phone	001-111-604-330	850.00	
Urban Youth Grant	001-142-600-339	15,000.00	
Dpty Clerk Education	001-145-481-140	2,500.00	
Equip Repair/Maint	001-145-600-303		2,500.00
Seatbelt Grant Supplies	001-204-540-235	289.00	
Police Uniforms	001-201-535-233	15,000.00	
Police Copier	001-201-635-369	2,000.00	
Seatbelt Grant	001-204-540-235		220.00
Prisoner Expense	001-215-541-237		2,000.00
Firing Range	001-237-545-238	1,000.00	
Homeland Sec Grant	001-000-230-048		58,267.00
Homeland Equipment	001-293-918-805	14,000.00	
DUI Vehicle	002-251-740-570	11,000.00	
Traffic Lights	001-600-721-813	10,000.00	
Accident Rpt Fees	001-000-358-622		3,000.00
Sign Permits	001-000-223-024		2,000.00
Inspection Fees	001-000-223-019		2,000.00
Telepak Franchise	001-000-206-666		1,652.00
Okt Co Road Tax	001-000-262-103		35,000.00
Street Repair Supplies	001-301-555-250	25,000.00	
Street Drainage Maint	001-301-561-271	10,000.00	

30. REQUEST APPROVAL OF PROPOSED FURNITURE PURCHASE FOR THE NEW MUNICIPAL BUILDING.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Maynard, to authorize the purchase of furniture at State Contract or below pricing for the new Municipal Building as presented, the Board voted as follows:

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

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

31. REQUEST APPROVAL TO HOST THE ANNUAL PINK HEALS FIRE EVENT AND FUN RUN ON OCTOBER 31, 2015.

Alderman Vaughn offered a motion to allow the SFD to host the annual Pink Heals event on 10-31-2015 which will consist of a 1 mile fun run and 5 k run. Alderman Wynn seconded with the Board voting as follows:

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

32. REQUEST APPROVAL TO CALL PUBLIC HEARINGS RELATED TO ESTABLISHMENT OF AN ORDINANCE TO ADDRESS FINES AND PENALTIES FOR OVERCROWDING OF FACILITIES AND STRUCTURES WITHIN THE CITY OF STARKVILLE.

Alderman Vaughn offered a motion to approve the request of the Fire Chief to call public hearings related to establishment of an ordinance to address fines and penalties for overcrowding of facilities and structures within the City of Starkville. Alderman Maynard seconded with the Board voting as follows:

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

PROPOSED ORDINANCE NUMBER 2015-_____

AN ORDINANCE ESTABLISHING FINES AND PENALTIES FOR OVERCROWDING OF FACILITIES & STRUCTURES WITHIN THE CITY OF STARKVILLE, MISSISSIPPI

WHEREAS, The Mayor and Board of Alderman are authorized to take all action as may be necessary and proper to preserve the general health, safety and welfare of the people of the City of Starkville, Mississippi; and

WHEREAS, the Starkville Fire Department has witnessed the overcrowding of facilities and structures which threaten the health, safety and welfare of the people of the City of Starkville, and

WHEREAS, the Mayor and Board of Aldermen find that it is reasonable and necessary to establish fines and penalties to solve the continuing problem of overcrowding, and find that this ordinance will help to preserve the general health, safety and welfare of the people of Starkville, Mississippi.

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

Section 1: Definitions:

The following words and terms when used in this ordinance are intended to mean and shall mean as follows:

- a. **Approved Counter-** A device that is capable of keeping track of the number of customers, staff, and patrons that enter and exit an establishment.
- b. **Fire Code Official-** The fire chief or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.
- c. **Occupancy Load-** The number of persons for which the means of egress of a building or portion thereof is designed.
- d. **Overcrowding-** A condition that exists when either there are more people in a building, structure or portion thereof than have been authorized or posted by the Fire Code Official, or when the Fire Code Official determines that a threat exists to the safety of the occupants due to persons sitting and/or standing in locations that may obstruct exits or other components of the means of egress.
- e. **Owner-** A corporation, firm, partnership, association, organization and any other group acting as a unit, or a person who has legal title to any structure or premises with or without actual possession thereof, and shall include the duly authorized agent or attorney, purchaser, devisee, fiduciary and any person having a vested or contingent interest in the premises in question.
- f. **Means of Egress-** A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. A means of egress consists of three separate and distinct parts: the exit access, the exit and the exit discharge.
- g. **Unsafe Condition-** Structures or existing equipment that are or become unsafe or deficient because of inadequate means of egress or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance.

Section 2: Overcrowding prohibited:

- a. It shall be unlawful for the overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof. The fire code official, upon finding any passageways or other means of egress blocked, or upon finding any condition which constitutes overcrowding, or a life safety hazard shall be authorized to fine the business, evacuate, and/or cause the event to be stopped.
- b. It shall be unlawful for any business, person, or entity to mislead the fire code official about the number of people occupying any portion of the business or establishment. The fire code official, upon finding the number of occupants that was given to be false, will be authorized to fine the business or entities, evacuate, and/or to cause the event to be stopped.
- c. All businesses or entities shall use an approved counter for the purpose of keeping an accurate count of the number of people occupying the premises. The fire code official, upon finding that an approved counter is not being used to keep a tally of the number of occupants inside the premises, will be authorized to fine the business or entities,

- evacuate, and/or cause the event to be stopped.
- d. The fire code official or the fire department official in charge of an incident shall be authorized to order the immediate evacuation of any occupied building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants. Persons so notified shall immediately leave the structure or premise and shall not enter or re-enter until authorized to do so by the fire code official or the fire department official in charge of the incident.

Section 3: Enforcement Responsibility:

- a. The Fire Chief or his/her appointees of the City of Starkville shall have the primary duty and responsibility of enforcing the provisions of this ordinance. The fire code official is fully authorized and empowered to enforce any and all of the provisions hereof.
- b. Any official or representative of the City of Starkville, lawfully designated to enforce the provisions of this article, shall have the power and authority to issue citations returnable to the Municipal Court or to any other proper authority for violations of this article. Such citations shall have the same force and effect as those issued by the Police Department for other law enforcement purposes.
- c. The Fire Department or other designated official or representative of the City of Starkville shall develop and utilize forms as may be required and necessary to implement this ordinance, exercise the powers of the City of Starkville in ordinance enforcement and actively enforce this ordinance.

Section 4: Penalty:

- a. The failure or refusal of any person or entity to comply with any provision of this ordinance shall subject such person or entity to a fine and/or closing of the business until the next business day. The first violation will result in a fine of \$25.00 per person over the business' maximum occupant load up to a maximum of \$500.00. The second violation that occurs within a year following the first violation will result in a fine of \$50.00 per person over the businesses maximum occupant load up to a maximum of \$500.00. The third violation and any subsequent violation that occurs within a year following the first violation will result in a fine of \$100.00 per person over the business' maximum occupant load up to a maximum of \$500.00.
- b. Any business that reaches the maximum fine of \$500.00 at any given time shall be required to close until the start of the next business day.
- c. Any business that is found not using an approved counter for the purpose of keeping an accurate tally of its occupants shall be required to stop additional persons from entering until an accurate tally can be counted.

Section 5: Invalidation/Severability:

If any provision of this ordinance is determined by a Court of competent jurisdiction to be invalid or otherwise unenforceable, such findings shall not affect the other provisions hereof, which shall remain in full force and effect.

Section 6: Repeal Provision:

Ordinances or parts of ordinances in force at the time that this ordinance shall take effect, and that are inconsistent herewith, are hereby repealed.

Section 7: Jurisdiction:

Any citation issued under the provisions of this ordinance shall be handled by the City of Starkville Municipal Court.

Section 8: Effective Date:

This ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

UPON MOTION of Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be adopted. The vote being as follows:

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

ORDAINED AND ADOPTED this the ____ day of _____, A.D., 2015 at the Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

Parker Wiseman, Mayor
City of Starkville, Mississippi

LESA HARDIN, Clerk
City of Starkville, Mississippi

33. REQUEST APPROVAL TO COMPLETE A LEASE/PURCHASE AGREEMENT WITH ALARM SECURITIES, INC. (ASI) FOR AN AMOUNT OF \$288.50 PER-MONTH, FOR A TOTAL OF 24 MONTHS. AT THE END OF 24 MONTHS, THE EQUIPMENT WILL BE PURCHASED FOR A COST OF \$1.00.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Walker, to approve a lease / purchase agreement with Alarm Securities, Inc. (ASI) for an amount of \$288.50 per month, for a total of 24 months and at the end of 24 months, the equipment will be purchased for a cost of \$1.00, 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.

34. REQUEST APPROVAL OF LOW QUOTE FROM GARNER COMPUTER FOR NETWORK EQUIPMENT FOR THE NEW CITY HALL BUILDING.

Alderman Vaughn offered a motion to approve the low quote from Garner Computer for network equipment for the new City Hall building. Alderman Maynard seconded the motion with the Board voting as follows:

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

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

Quotes received for infrastructure required to provide network communications:

Garner Computer Services - \$ 20,870.00, Exceed Technologies - \$ 20,934.00 and Synergetics - \$ 22,390.00

35. REQUEST APPROVAL OF EDUCATIONAL ASSISTANCE BENEFITS FOR CODY A. BURNETT AS SET FORTH IN OUR EDUCATIONAL ASSISTANCE POLICY.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, to approve the educational assistance benefits for Cody A. Burnett in the amount of \$1,907 as set forth in our educational assistance policy, 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.

36. REQUEST APPROVAL TO HIRE THOMAS JOEL MURPHY TO FILL A VACANT POSITION OF APPRENTICE LINEMAN IN THE UTILITIES DEPARTMENT—ELECTRIC DIVISION AT AN APPRENTICE LINEMAN LEVEL 2 WITH ANNUAL SALARY OF \$38,000.00 (\$18.27 HOUR). SUBJECT TO ONE YEAR PROBATIONARY PERIOD.

A motion by Alderman Vaughn was seconded by Alderman Wynn to hire Thomas Joel Murphy to fill a vacant position of Apprentice Lineman in the Utilities Department—Electric Division at an Apprentice Lineman Level 2 with annual salary of \$38,000.00 (\$18.27 hour) subject to one year probationary period. 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.

37. REQUEST APPROVAL OF STARKVILLE POLICE DEPARTMENT GENERAL ORDER # 107 ESTABLISHING A PART-TIME RESERVE OFFICER PROGRAM AND AUTHORIZATION TO HIRE CANDIDATES TO WORK IN THIS PROGRAM AS SET FORTH IN THE GO.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Maynard, to approve Starkville Police Department General Order # 107 establishing a Part-Time Reserve Officer program and authorization to hire candidates to work in this program as set forth in the GO, 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.

38. REQUEST TO AUTHORIZE THE UTILITIES DIVISION TO HIRE UP TO FOUR (4) TEMPORARY, PART-TIME EMPLOYEES TO WORK THROUGH THE FALL SEMESTER TO PERFORM LOCATE SERVICES FOR OUR UNDERGROUND UTILITY SERVICES AS PRESENTED.

A motion was offered by Alderman Maynard to authorize the Utilities Division to hire up to four (4) temporary, part-time employees at \$10 per hour for up to twenty hours per week to work through the fall semester to perform locate services for our underground utility services as presented. Following a motion by Alderman Little, 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.

39. REQUEST APPROVAL OF ALLOWING CHIEF NICHOLS AND SHONDA DELOACH (ACCREDITATION MANAGER) TO ATTEND THE 2015 CALEA CONFERENCE IN MIAMI, FL, "WITH ADVANCE TRAVEL AUTHORIZED NOT TO EXCEED \$5,596.37.

A motion was offered by Alderman Vaughn to allow Chief Nichols and Shonda Deloach (accreditation manager) to attend the 2015 CALEA Conference in Miami, FL, with advance travel authorized not to exceed \$5,596.37. Alderman Little seconded with the Board voting as follows:

Alderman Ben Carver	Voted: Yea
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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.

40. REQUEST APPROVAL OF ALLOWING CPL., SCOTT LOMAX AND MOMCILO BABIC TO ATTEND SWAT SCHOOL, AUGUST 24-28, 2015 IN PEARL, MS, WITH ADVANCE TRAVEL AUTHORIZED NOT TO EXCEED \$297.00.

A motion was offered by Alderman Vaughn to allow two officers, Cpl., Scott Lomax and Momcilo Babic, to attend Swat School, August 24-28, 2015 in Pearl, MS with advance travel authorized not to exceed \$297.00. Alderman Little seconded with the Board voting as follows:

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

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

41. REPORT FROM CHIEF R. FRANK NICHOLS ON STAFFING NEEDS IN THE POLICE DEPARTMENT AND A REQUEST FOR DISCUSSION AND CONSIDERATION OF THE REPORT.

Chief Nichols distributed handouts to the Mayor and Board showing graphs and information on the City of Starkville police department on other comparable sized police departments. He discussed officer to population ratios and compared the 2013 to 2014 service calls. SPD currently has 55 sworn officers, 11 civilian personnel and 2 part time parking / baliff officers. MSU criminology student Jeannice Louine presented her findings on retention and fatigue issues in police officers due to overtime and stress. Chief Nichols asked that if the full need of ten new officers cannot be met, that the City begin adding a minimum of two officers per year. Following discussion of sharing of cars or keeping older cars as well as other ways to fund new officers, the Aldermen agreed to review the materials before the budget is adopted.

42. REQUEST APPROVAL OF A MISSISSIPPI OFFICE OF HIGHWAY SAFETY GRANT FOR FISCAL YEAR 2016 IN THE AMOUNT OF \$22,578 FOR POLICE TRAFFIC SERVICE AND AUTHORIZE THE MAYOR TO SIGN ALL NECESSARY DOCUMENTATION.

Alderman Vaughn offered a motion to approve a Mississippi Office of Highway Safety Grant for fiscal year 2016 in the amount of \$22,578 for police traffic service and authorize the Mayor to sign all necessary documentation. Alderman Wynn seconded with the Board voting as follows:

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

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

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

43. REQUEST APPROVAL TO PURCHASE TWO (2) EXMARK LAZER MOWERS FROM THE QUOTE RECEIVED FROM POWERSTROKE EQUIPMENT IN THE AMOUNT OF \$15,989.98 (\$7,994.98 EA.) TO BE USED BY SANITATION & ENVIRONMENTAL SERVICES LANDSCAPE DIVISION.

Alderman Vaughn offered a motion to purchase two (2) Exmark Lazer Mowers from the quote received from Powerstroke Equipment in the amount of \$15,989.98 (\$7,994.98 ea) to be used by Sanitation & Environmental Services Landscape Division, which was then seconded by Alderman Little. 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 second quote received was from Evergreen Ag in the amount of \$8,100 each.

44. REQUEST APPROVAL OF THE PURCHASE A 2015 WOODS BE-1260X EXTREME CUTTER (BUSH-HOG) FROM WADE INCORPORATED IN THE AMOUNT OF \$15,250.00, TO BE USED BY SES – LANDSCAPE DIVISION.

Alderman Vaughn offered a motion to purchase a 2015 Woods BW-1260X Extreme Cutter (bush-hog) from the quote received from Wade Incorporated in the amount of \$15,250.00 to be used by Sanitation & Environmental Services Landscape Division. The motion was seconded by Alderman Wynn with the Board voting as follows:

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

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

The second quote received was from Oktibbeha County Co-op in the amount of \$15,379.00.

45. REQUEST APPROVAL FOR THE MAYOR TO EXECUTE A JOINT WASTEWATER SERVICE AGREEMENT WITH MISSISSIPPI STATE UNIVERSITY AND THE MISSISSIPPI BAPTIST CONVENTION IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT.

Upon the motion of Alderman Vaughn to authorize the Mayor to execute an agreement with the Mississippi Baptist Convention and Mississippi State University to provide wastewater service, duly seconded by Alderman Little, 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.

WASTEWATER SERVICE CONTRACT
Between
Mississippi State University, City of Starkville,
and Mississippi Baptist Convention

This contract made and entered into this ____ day of _____, 2015, between Mississippi Baptist Convention (hereinafter referred to as "Customer"), and Mississippi State University and the City of Starkville, Mississippi (both hereinafter referred to as "Owner").

WHEREAS the Customer is a [insert type of entity, state of incorporation and principal place of business] and requires access to a wastewater treatment facility for Customer's facility at [insert physical address];

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

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

1. Point of Delivery: The Customer is responsible for all new construction of facilities required for a complete sanitary sewer collection system to the point of delivery into Owner's system.
2. Quantity: To receive the Customer's wastewater at the point of delivery during the term of this Agreement or any renewal or extension thereof, the quantity of Owner's wastewater shall not exceed 44,175 gallons per month. In the event Owner's wastewater exceeds such quantity without the express written approval of the Owner, this Agreement may be terminated at the will of the Owner with 90 days written notice to Customer. Customer understands and agrees that excessive flow and infiltration of storm water into the Customer's system will result in delivery of wastewater to the Owner that will adversely affect the biological wastewater treatment process utilized by the Owner. Customer further understands and agrees that Customer is subject to enforcement action by the Owner to reduce inflow and infiltration of storm water into the Customer's system, even if such quantities are within the maximum quantity limits allowed by this agreement. The failure of Customer to respond to such an enforcement action shall constitute a breach of this agreement.
3. Connection Fee: Because Contractor's wastewater flow into the Owner's system will consume some portion of the capacity growth margin of the total existing system, Contractor shall pay a connection fee upon execution of this Agreement in the amount of \$2,373.00 to Mississippi State

University which shall cover any and all costs for connection to Owner's system and any upgrades necessary to accommodate the quantity specified in Section 2 of the Agreement. It is understood and agreed that any future additions or expansions to the Customer's wastewater system may require additional analysis and compensation to the Owner.

4. Point of Delivery Metering: The Customer agrees to furnish, install, operate and maintain at its own expense the required metering, meter house and standard necessary devices to provide a single metering point at the Point of Delivery for the purpose of determining monthly sanitary sewer billing to the Customer. The metering equipment used by Customer shall meet the specification of the Owner and be compatible with the Owner's radio monitoring system. Customer shall also bear the cost of having its metering equipment input into the Owner's radio monitoring system. Customer also agrees to recalibrate such metering equipment whenever requested by Owner. The Customer may install metering equipment on the whole building domestic water feed in lieu of waste water metering equipment provided that the water metering equipment complies with all sections of this agreement and provides an accurate representation of the wastewater volumes delivered into the Owner's system at the Point of Delivery. The metering point shall be readily visible and may not be located within any enclosure requiring key access. Customer shall provide and maintain suitable and safe means of access (walkway, steps, etc.) to the metering point. Construction plans and specification for any facilities required to deliver and meter wastewater to the Owner's system shall be approved by the Owner prior to construction. These documents will be marked "Approved" by the Owner, and attached to and made a part of this Contract.

5. Rate/Billing: The Customer agrees to pay and Mississippi State University will bill Customer each month on a per 1,000 gallons rate. Currently, the rate is \$3.23 per 1,000 gallons of wastewater. This rate may be adjusted as necessary to cover Owner's expenses and to represent a fair market value in accordance with state law. Customer is responsible for providing an up-to-date billing address. Any amount unpaid after due date specified on the bill may be subject to additional charges. Upon further nonpayment, service may be discontinued upon five days' written notice to Customer. If Customer's metering device is out of service, billing will be based on the highest monthly usage of the prior twelve months and will continue as such until meter is repaired and proven to be accurate.

6. Customer's Facilities/Connection: All of Customer's wastewater system materials and installation, including residential/commercial collection, shall be in accordance with "Water and Wastewater Specification for the City of Starkville", prepared by the City's Department of Public Works. The Owner reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work, with authority to deny connection or use of system components not in accordance with this contract and/or the approved construction plans and specifications. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the Owners. The inspection by the Owner's inspectors shall not relieve the Customer of any responsibility for the proper performance of the work. Connection to the Owner's Point of Delivery will be made by the Customer, and will be observed/inspected by the Owner. The Owner shall have the right, but shall not be obligated, to inspect any installation before wastewater is introduced to the Owner's system, and reserves the right to reject any sewer collection systems not in accordance with the Owner's standards; but such inspection or failure to inspect or reject shall not render the Owner liable or responsible for any damage resulting from defects in the installation of sewer collection systems or from accidents which may occur upon Customer's premises. The Customer shall provide Owner 60 day's prior written notice of the expected date of completion of Customer's wastewater system and the first date of initial wastewater flow.

7. Ownership and Maintenance of Wastewater Facilities. The parties agree that the Customer will own and be responsible for operation and maintenance of all facilities at and upstream of the Point of Delivery, and the Owner will be responsible for operation and maintenance from the Point of Delivery

downstream, excluding the Customer's connection. Customer agrees to repair any damage to the Owner's facilities caused by the tap, installation or operation of Customer's pump station. The Customer shall have the metering device calibrated annually; the calibration report will be forwarded to the Owner's billing department.

8. Concurrent Water Service Provider: During the entire term of this Agreement, Customer shall maintain a contractual relationship with a water service provider providing water to Customer, such contract enabling Customer to discontinue water services to any end-user for nonpayment for wastewater services.

9. Interruptions of Service. The Owner will use reasonable diligence in supplying wastewater service, but shall not be liable for breach of contract or for any loss, injury, or damage to persons or property resulting from interruptions in service, failure of wastewater pump stations, force main failure or any other disruption of services, whether or not caused by Owner's negligence.

10. Expansion and Waste Water Characteristics: It is understood and agreed that Owner's wastewater treatment facilities have a definite capacity and permit requirements pursuant to the National Pollutant Discharge Elimination System (NPDES). Customer shall not expand without the express written approval of the Owner, such approval being at the Owner's sole discretion. After the first date of use by Customer of Owner's system, Customer agrees to notify Owner in writing of any new connection of an end-user prior to such connection. In the event connection of such end-user is expected to cause Customer to exceed the quantity set forth in Section 2 of this Agreement, or introduces any of the toxic pollutants listed in Table III of Appendix D of 40 CFR 122 of the Federal Clean Water Act, or otherwise adversely affects the Owner's treatment process in a manner that exceeds the Owner's NPDES permit levels, or materially changes the flow rate of Customer's wastewater, the Owner retains the right to prevent such user from connecting to Customer's system. Failure to receive written approval for Customer to expand or to give notice of a new end-user shall render Customer liable for costs, losses or damage to any of Owner's system caused by the additions or expansion and/or shall make this Agreement voidable at the sole discretion of the Owner upon 90 days written notice.

11. Indemnification. The Customer shall indemnify, defend, save and hold harmless, protect, and exonerate, the Owner, both Mississippi State University and the City of Starkville, Mississippi, and each of their officers, agents, employees, and representatives, both in their official and in their individual capacities, from and against any and all claims, demands, liabilities, suits, actions, damages, losses and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees, expenses, and attorney's fees, related this agreement arising out of or caused by the actions or inactions of Customer or its' partners, principals, officers, agents, employees or representatives. This indemnification provision shall survive the termination or expiration of this agreement.

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

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

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

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

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

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

Mississippi State University

By: _____

Title: _____

Attest:

By: _____

Title: _____

City of Starkville

By: _____

Mayor

Attest: _____

City Clerk

Mississippi Baptist Convention

By: _____

Title: _____

Attest:

By: _____

Title: _____

46. REQUEST THE ADOPTION OF A RESOLUTION AUTHORIZING THE GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT TO PREPARE AND SUBMIT A MISSISSIPPI CAPITAL IMPROVEMENTS REVOLVING LOAN PROGRAM (CAP) APPLICATION FOR STARKVILLE, MISSISSIPPI.

Alderman Vaughn offered a motion to approve the adoption of a resolution authorizing the Golden Triangle Planning and Development District to prepare and submit a Mississippi Capital Improvements Revolving Loan Program (CAP) application for Starkville, Mississippi. The motion was seconded by Alderman Little with the Board voting as follows:

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

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

RESOLUTION

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

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

WHEREAS, the Mississippi Development Authority has available funds under the FY-2015 Capital Improvements Revolving Loan (CAP) Program; and

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

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

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

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

including Grant Agreements with the State of Mississippi, upon approval of said application by the Mississippi Development Authority.

SO ORDERED THIS THE 18th day of August 2015, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi in a Regular Scheduled Meeting.

Lesla Hardin
City Clerk

Parker Wiseman
Mayor

47. REQUEST APPROVAL TO PURCHASE A NEW FORD F-150 XL UNDER STATE CONTRACT FOR STARKVILLE UTILITIES AT A COST NOT TO EXCEED \$28,500.

Alderman Vaughn offered a motion to purchase a new Ford F-150 XL under state contract for Starkville Utilities at a cost not to exceed the state contract price of \$28,500. The motion was seconded by Alderman Little with the Board voting as follows:

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

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

48. REQUEST THE ADOPTION OF A RESOLUTION AUTHORIZING AND APPROVING A LOAN ON BEHALF OF THE CITY FROM THE MISSISSIPPI DEVELOPMENT AUTHORITY (THE "DEPARTMENT") FOR THE PURPOSE OF COMPLETING CAPITAL IMPROVEMENTS.

Alderman Vaughn offered a motion to adopt a resolution authorizing and approving a loan on behalf of the City of Starkville from the Mississippi Development Authority for the purpose of completing capital improvements. The motion was seconded by Alderman Little with the Board voting as follows:

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

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

CAP LOAN PROGRAM

Public Notice

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

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

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

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

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

Section 3. The Governing Body proposes to authorize and approve the Loan from the Department in the amount and for the aforesaid purposes at a meeting of the Governing Body to be held at its regular meeting place at the Starkville City Hall at 5:30 p.m. on the 15th day of September 2015, or at some meeting held subsequent thereto. This date assigned to authorize and approve the aforementioned loan documents has been set to meet program requirements, which mandate that four public notices be issued prior to loan closing. This will allow sufficient time for public comments.

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

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

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

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

50. A MOTION TO ENTER EXECUTIVE SESSION TO CONSIDER PERSONNEL MATTERS RELATED TO A UTILITIES DIVISION EMPLOYEE, PERSONNEL MATTERS RELATED TO PARK EMPLOYEES, PERSONNEL MATTERS RELATED TO A COURT EMPLOYEE, PENDING LITIGATION RELATED TO AN EEOC CLAIM AND PROPERTY ACQUISITION RELATED TO THE UTILITIES DEPARTMENT.

Alderman Perkins offered a motion to enter Executive Session to consider personnel matters related to a utilities division employee, personnel matters related to park employees, personnel matters related to a court employee, pending litigation related to an EEOC claim and property acquisition related to the utilities department on a finding that all proposed topics qualified for Executive Session. Following a second by Alderman Wynn, the Board voted as follows to enter Executive Session:

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 an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session to consider personnel matters related to a utilities division employee, personnel matters related to park employees, personnel matters related to a court employee, pending litigation related to an EEOC claim and property acquisition related to the utilities department on a finding that all proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

51. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Maynard, duly seconded by Alderman Walker, 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: Absent

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

The Mayor invited the public back in and then announced that the Board had taken action in executive session and asked the Clerk to read the motions. She then read the motions as listed below.

52. A MOTION TO PLACE DOUG DEVLIN ON PROBATION BEGINNING AUGUST 16, 2015 FOR SIX MONTHS.

A motion was offered by Alderman Wynn to place Doug Devlin on probation beginning August 16, 2015 for six months. The motion was seconded by Alderman Perkins and the Board voted as follows:

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

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

53. A MOTION THAT ALL FULL TIME EMPLOYEES WHO WORK IN THE STARKVILLE PARK AND RECREATION DEPARTMENT BE PLACED ON SIX MONTHS PROBATIONS BEGINNING AUGUST 19, 2015.

A motion was offered by Alderman Walker that all full time employees who work in the Starkville park and recreation department be placed on six months probations beginning August 19, 2015. The motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

54. A MOTION TO APPROVE THE STARKVILLE UTILITY PROPERTY ACQUISITION REQUEST AS PRESENTED TO THE BOARD.

A motion was offered by Alderman Maynard that pursuant to Miss. Code Section 21-17-1 and 43-37-3 that Starkville Utilities be authorized to purchase the Home Nelson Properties: Parcel #: 1020-00-019.00/PPIN:15225 and 1020-00-012.00/PPIN:15222 at the negotiated fair market price of \$68,300.00, plus reasonable closing costs, pending proof of clear title on the property. Starkville has need to construct a new 161/69/13 kV substation near the existing Southwest 13 kV substation to replace aged equipment, provide for spatial load growth, capacity to serve and improve system reliability. The proposed location intersects existing 69 kV transmission line and provides a corridor for 161 kV supply line and ties to existing 13 kV distribution infrastructure. The motion was seconded by Alderman Walker and 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: Absent

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

The property referred to is a 15.85 acre +/- vacant site located to the northwest of Louisville St and east of Azalea Lane in Starkville, MS. This property is in Section 10, Township 18 North, Range 14 East.

This property contains two parcels:

Parcel: 1020-00-012.00, PPIN: 15222, 10.05 acres

Parcel: 1020-00-019.00, PPIN: 15225, 5.80 acres

55. A MOTION TO RECESS UNTIL SEPTEMBER 1, 2015 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

Upon the motion of Alderman Walker, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until September 1, 2015 @ 5:30 at 101 E. Lampkin Street in the City Hall Courtroom, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Lisa Wynn	Voted: Absent
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: Absent

Having received a majority affirmative vote, 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: IV. B.
AGENDA DATE: 10-6-2015
PAGE: 1**

SUBJECT: REQUEST APPROVAL OF THE MINUTES OF THE SEPTEMBER 8, 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

AUTHORIZATION HISTORY: N/A

SUGGESTED MOTION: APPROVAL OF THE MINUTES OF THE SEPTEMBER 8, 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 RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 8, 2015**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on September 8, 2015 at 5:30 p.m. in the Conference room of City Hall, located at 101 E. Lampkin Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were Attorney Chris Latimer and City Clerk Lesa Hardin.

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

Mayor Parker Wiseman asked for any revisions to the published September 8, 2015 Official Agenda. No revisions were requested.

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Upon the motion of Alderman Ben Carver, duly seconded by Alderman Lisa Wynn, to approve the September 8, 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, the Mayor declared the motion carried.

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

RECESS MEETING OF TUESDAY, SEPTEMBER 8, 2015
5:30 P.M., CONFERENCE ROOM, CITY HALL
101 EAST LAMPKIN STREET

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

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

A. **APPROVAL OF THE CONSENT AGENDA.**

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED
TAX LEVIES FOR THE CITY OF STARKVILLE.

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

THERE ARE NO ITEMS FOR THIS AGENDA

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

THERE ARE NO ITEMS FOR THIS AGENDA

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

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 HIRE A TEMPORARY, FULL-TIME EMPLOYEE TO ASSIST WITH MAINTENANCE WORKER DUTIES IN THE PARKS & RECREATION DEPARTMENT.
2. REQUEST APPROVAL TO FILL VACANT POSITIONS OF APPRENTICE LINEMAN IN THE UTILITIES DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER AN AGREEMENT WITH THE OFFICE OF JUSTICE PROGRAMS IN THE AREA OF EQUIPMENT. THE TOTAL GRANT IS FOR \$5,169.14 WITH A 25% MATCH OF \$1,292.28 BEING PAID BY SPD. THIS EQUIPMENT IS FOR DISPLAYS TO USE WITH DARE, A CHILD ID PACKAGE, AND EQUIPMENT FOR INSTALLATION OF WEAPON LOCKS.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL SEPTEMBER 15, 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**

APPROVAL OF THE CONSENT AGENDA.
- IV. APPROVAL OF BOARD OF ALDERMEN MINUTES**
- V. ANNOUNCEMENTS AND COMMENTS**
- VI. CITIZEN COMMENTS**
- VII. PUBLIC APPEARANCES**
- VIII. PUBLIC HEARING**
- IX. MAYOR'S BUSINESS**
- X. BOARD BUSINESS**
- XI. DEPARTMENT BUSINESS**

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE A TEMPORARY, FULL-TIME EMPLOYEE TO ASSIST WITH MAINTENANCE WORKER DUTIES IN THE PARKS & RECREATION DEPARTMENT.
2. REQUEST APPROVAL TO FILL VACANT POSITIONS OF APPRENTICE LINEMAN IN THE UTILITIES DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER AN AGREEMENT WITH THE OFFICE OF JUSTICE PROGRAMS IN THE AREA OF EQUIPMENT. THE TOTAL GRANT IS FOR \$5,169.14 WITH A 25% MATCH OF \$1,292.28 BEING PAID BY SPD. THIS EQUIPMENT IS FOR DISPLAYS TO USE WITH DARE, A CHILD ID PACKAGE, AND EQUIPMENT FOR INSTALLATION OF WEAPON LOCKS.

CONSENT ITEMS 2- 4:

2. REQUEST AUTHORIZATION TO HIRE A TEMPORARY, FULL-TIME EMPLOYEE TO ASSIST WITH MAINTENANCE WORKER DUTIES IN THE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the September 8, 2015 Official Agenda, and to accept items for Consent, whereby the "Motion to hire a temporary, full-time employee to assist with Maintenance Worker duties in the Parks & Recreation Department at \$8.50 per hour, not eligible for benefits, not to exceed 90 days" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the September 8, 2015 Official Agenda, and to accept items for Consent, whereby the "approval to fill up to three (3) positions of Apprentice Lineman in the Utilities Department as presented" is enumerated, this consent item is thereby approved.

4. REQUEST AUTHORIZATION TO ALLOW THE STARKVILLE POLICE DEPARTMENT TO ENTER AN AGREEMENT WITH THE OFFICE OF JUSTICE PROGRAMS IN THE AREA OF EQUIPMENT. THE TOTAL GRANT IS FOR \$5,169.14 WITH A 25% MATCH OF \$1,292.28 BEING PAID BY SPD. THIS EQUIPMENT IS FOR DISPLAYS TO USE WITH DARE, A CHILD ID PACKAGE, AND EQUIPMENT FOR INSTALLATION OF WEAPON LOCKS.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn and adopted by the Board to approve the September 8, 2015 Official Agenda, and to accept items for Consent, whereby the "authorization to allow the Starkville Police Department to enter an agreement with the Office of Justice Programs in the area of equipment. The total grant is for \$5,169.14 with a 25% match of \$1,292.28 being paid by SPD. This equipment is for Displays to use with DARE, a Child ID package, and equipment for installation of weapon locks" is enumerated; this consent item is thereby approved.

END OF CONSENT AGENDA ITEMS

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Wiseman thanked everyone for agreeing to meet in the conference room due to a previously scheduled planning and zoning meeting in the court room.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Sandra Sistrunk asked that a detail budget be posted on the City of Starkville website for the public.

PUBLIC HEARINGS:

Mayor Wiseman opened the Public Hearing on the 2015 – 2016 Budget. Alderman Scott Maynard, Budget Chairman, introduced the proposed Budget. He and the City Clerk will consider budgeting the General Fund 2% monies separately in upcoming budgets as has been suggested. No tax increases are proposed in this budget. Employee pay rates, outside contributions and debt service have been set by the Board in previous meetings. The Budget Chairman did agree to schedule more budget work sessions in the next year. Discussion followed with the City Engineer, Edward Kemp, as to the condition of the bridge on Yellow Jacket Drive and an estimate of the cost of repairs needed.

After calling for additional comments and there being none, the Mayor closed the Public Hearing.

Mayor Wiseman opened the Public Hearing on the FY 2016 Tax Millage. After calling for comments and there being none, the Mayor closed the Public Hearing.

34. A MOTION TO RECESS UNTIL SEPTEMBER 15, 2015 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 101 EAST LAMPKIN STREET.

Upon the motion of Alderman Perkins, duly seconded by Alderman Carver, for the Board of Aldermen to recess the meeting until September 15, 2015 @ 5:30 at 101 E. Lampkin Street in the City Hall Courtroom, the Board voted as follows:

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

Having received a majority affirmative vote, 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:

AGENDA DATE: October 6, 2015

PAGE: 1 of 1

SUBJECT: MAYOR'S COMMENTS

Introduction of new employees:

Tiara Cole—Secretary—Street Department

Casandra Roberson—Radio Operator/Records Clerk—Police Department

Introduction of Police Department Reserve Officers:

Charles Yarbrough

Mark McCurdy

Matthew Schober

Devin R. Mitchell Scholarship Fund

104 Shadowood Lane

Starkville, Mississippi 39759

Myrtlem32@gmail.com

Officers:

Aubrey Mitchell, President

Myrtle Mitchell, Co-President

Shylnn Morris, Secretary

Dr. Lenora Hogan, Treasurer

Jennifer Robertson, Event Planner

To: Lisa Hardin

From: Devin R. Mitchell Scholarship Committee

Date: September 28, 2015

Re: Board of Alderman Agenda

We, the members of the Devin R. Mitchell Scholarship Fund would like to be added to the agenda for the upcoming meeting. We would like to ask for support in the form of sponsorship in the amount of 500.00, for the 1st Annual Devin R. Mitchell Day. Devin R. Mitchell Day will be held June 4, 2016, at the Sportsplex.

Thank You,

Devin R. Mitchell Scholarship Committee

**AN ORDINANCE ESTABLISHING FINES AND PENALTIES FOR OVERCROWDING OF FACILITIES &
STRUCTURES WITHIN THE
THE CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, The Mayor and Board of Alderman are authorized to take all action as may be necessary and proper to preserve the general health, safety and welfare of the people of the City of Starkville, Mississippi; and

WHEREAS, the Starkville Fire Department has witnessed the overcrowding of facilities and structures which threaten the health, safety and welfare of the people of the City of Starkville, and

WHEREAS, the Mayor and Board of Aldermen find that it is reasonable and necessary to establish fines and penalties to solve the continuing problem of overcrowding, and find that this ordinance will help to preserve the general health, safety and welfare of the people of Starkville, Mississippi.

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

Section 1: Definitions:

The following words and terms when used in this ordinance are intended to mean and shall mean as follows:

- a. **Approved Counter-** A device that is capable of keeping track of the number of customers, staff, and patrons that enter and exit an establishment.
- b. **Fire Code Official-** The fire chief or other designated authority charged with the administration and enforcement of the code, or a duly authorized representative.
- c. **Occupancy Load-** The number of persons for which the means of egress of a building or portion thereof is designed.
- d. **Overcrowding-** A condition that exists when either there are more people in a building, structure or portion thereof than have been authorized or posted by the Fire Code Official, or when the Fire Code Official determines that a threat exists to the safety of the occupants due to persons sitting and/or standing in locations that may obstruct exits or other components of the means of egress.
- e. **Owner-** A corporation, firm, partnership, association, organization and any other group acting as a unit, or a person who has legal title to any structure or premises with or without actual possession thereof, and shall include the duly authorized agent or attorney, purchaser, devisee, fiduciary and any person having a vested or contingent interest in the premises in question.
- f. **Means of Egress-** A continuous and unobstructed path of vertical and horizontal egress travel from any occupied portion of a building or structure to a public way. A means of egress consists of three separate and distinct parts: the exit access, the exit and the exit discharge.
- g. **Unsafe Condition-** Structures or existing equipment that are or become unsafe or deficient because of inadequate means of egress or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or which involve illegal or improper occupancy or inadequate maintenance.

Section 2: Overcrowding prohibited:

- a. It shall be unlawful for the overcrowding or admittance of any person beyond the approved capacity of a building or a portion thereof. The fire code official, upon finding any passageways or other means of egress blocked, or upon finding any condition which constitutes overcrowding, or a life safety hazard shall be authorized to fine the business, evacuate, and/or cause the event to be stopped.
- b. It shall be unlawful for any business, person, or entity to mislead the fire code official about the number of people occupying any portion of the business or establishment. The fire code official, upon finding the number of occupants that was given to be false, will be authorized to fine the business or entities, evacuate, and/or to cause the event to be stopped.
- c. All businesses or entities shall use an approved counter for the purpose of keeping an accurate count of the number of people occupying the premises. The fire code official, upon finding that an approved counter is not being used to keep a tally of the number of occupants inside the premises, will be authorized to fine the business or entities, evacuate, and/or cause the event to be stopped.
- d. The fire code official or the fire department official in charge of an incident shall be authorized to order the immediate evacuation of any occupied building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants. Persons so notified shall immediately leave the structure or premise and shall not enter or re-enter until authorized to do so by the fire code official or the fire department official in charge of the incident.

Section 3: Enforcement Responsibility:

- a. The Fire Chief or his/her appointees of the City of Starkville shall have the primary duty and responsibility of enforcing the provisions of this ordinance. The fire code official is fully authorized and empowered to enforce any and all of the provisions hereof.
- b. Any official or representative of the City of Starkville, lawfully designated to enforce the provisions of this article, shall have the power and authority to issue citations returnable to the Municipal Court or to any other proper authority for violations of this article. Such citations shall have the same force and effect as those issued by the Police Department for other law enforcement purposes.
- c. The Fire Department or other designated official or representative of the City of Starkville shall develop and utilize forms as may be required and necessary to implement this ordinance, exercise the powers of the City of Starkville in ordinance enforcement and actively enforce this ordinance.

Section 4: Penalty:

- a. The failure or refusal of any person or entity to comply with any provision of this ordinance shall subject such person or entity to a fine and/or closing of the business until the next business day. The first violation will result in a fine of \$25.00 per person over the business' maximum occupant load up to a maximum of \$500.00. The second violation that occurs within a year following the first violation will result in a fine of \$50.00 per person over the businesses maximum occupant load up to a maximum of \$500.00. The third violation and any

subsequent violation that occurs within a year following the first violation will result in a fine of \$100.00 per person over the business’ maximum occupant load up to a maximum of \$500.00.

- b. Any business that reaches the maximum fine of \$500.00 at any given time shall be required to close until the start of the next business day.
- c. Any business that is found not using an approved counter for the purpose of keeping an accurate tally of its occupants shall be required to stop additional persons from entering until an accurate tally can be counted.

Section 5: Invalidation/Severability:

If any provision of this ordinance is determined by a Court of competent jurisdiction to be invalid or otherwise unenforceable, such findings shall not affect the other provisions hereof, which shall remain in full force and effect.

Section 6: Repeal Provision:

Ordinances or parts of ordinances in force at the time that this ordinance shall take effect, and that are inconsistent herewith, are hereby repealed.

Section 7: Jurisdiction:

Any citation issued under the provisions of this ordinance shall be handled by the City of Starkville Municipal Court.

Section 8: Effective Date:

This ordinance shall become effective and be in force from and after its passage in the manner provided by law on or after the 30th day after its adoption.

UPON MOTION of Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be adopted. The vote being as follows:

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

ORDAINED AND ADOPTED this the ____ day of _____, A.D., 2015 at the
Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

Parker Wiseman, Mayor
City of Starkville, Mississippi

LESA HARDIN, Clerk
City of Starkville, Mississippi



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE: 10-6-2015
PAGE: 1**

SUBJECT: CONSIDERATION OF THE APPOINTMENT OF EMMA GIBSON GANDY, SANITATION DEPARTMENT HEAD, TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY TO COMPLETE THE TERM LEFT VACANT BY TAYLOR ADAMS, FORMER CHIEF ADMINISTRATIVE OFFICER FOR THE CITY OF STARKVILLE, WITH THAT TERM EXPIRING DECEMBER 31, 2016.

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor

FOR MORE INFORMATION CONTACT:

PURCHASING: N/A

DEADLINE:

AUTHORIZATION HISTORY: City liaison

SUGGESTED MOTION:

MOVE APPROVAL OF THE APPOINTMENT OF EMMA GIBSON GANDY, SANITATION DEPARTMENT HEAD, TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY TO COMPLETE THE TERM LEFT VACANT BY TAYLOR ADAMS, FORMER CHIEF ADMINISTRATIVE OFFICER FOR THE CITY OF STARKVILLE. WITH THAT TERM EXPIRING DECEMBER 31, 2016.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10/6/15
PAGE:

SUBJECT: CONSIDERATION AND APPROVAL OF A CONTRACT FOR MOVING CITY HALL FURNITURE AND EQUIPMENT ON NOVEMBER 5 AND 6 TO THE LOWEST QUOTE.

AMOUNT & SOURCE OF FUNDING: 001-600-901-812

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Wiseman

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk

PRIOR BOARD ACTION: None

BOARD AND COMMISSION ACTION: N/A

PURCHASING: TWO QUOTES RECEIVED: Mayflower Transit - \$7,970
United Trans - \$8,600

STAFF RECOMMENDATION: MOVE APPROVAL TO CONTRACT WITH MAYFLOWER TRANSIT TO MOVE CITY HALL FURNITURE AND EQUIPMENT TO THE NEW MUNICIPAL BUILDING ON NOVEMBER 5 – 6, 2015 AT THE LOWER QUOTE OF \$7,970.

Lesa Hardin

From: Bob Sweeney <bsweeney@mcconnellbrothers.com>
Sent: Monday, August 31, 2015 7:56 AM
To: 'Lesa Hardin'
Subject: RE: Relocation Of City Hall Furniture

Good Morning,

We can certainly begin the project on November 5th, but It may take a third day to complete.

There were approximately 450 boxes to move , and that will reduce the cost previously quoted.

Your new cost will be \$7970 .

Please let me know if you wish to proceed . We need to get the Starkville police department involved as well.

Thanks,

From: Lesa Hardin [<mailto:l.hardin@cityofstarkville.org>]
Sent: Friday, August 28, 2015 3:21 PM
To: 'Bob Sweeney'
Subject: RE: Relocation Of City Hall Furniture

Good afternoon, Can you get me a quote for moving on November 5 and 6 without the boxes in the basement / storage / stage area ? We plan to have some of our guys move all those boxes during October.

Thanks,

Lesa Hardin

City Clerk
City of Starkville, MS
101 East Lampkin St
Starkville, MS 39759
662-323-2525 ext.117

From: Bob Sweeney [<mailto:bsweeney@mcconnellbrothers.com>]
Sent: Tuesday, August 04, 2015 6:43 AM
To: l.hardin@cityofstarkville.org
Subject: Relocation Of City Hall Furniture

Good Morning Ms. Hardin,

Thank you for the courtesy that you extended to me on my visit yesterday.

I am pleased to submit the following for your review;

The project that you outlined to me can be accomplished over a three day period.

Lesa Hardin

From: Tyler Robertson <columbus.warehouse.united@gmail.com>
Sent: Monday, August 24, 2015 10:27 AM
To: l.hardin@cityofstarkville.org
Subject: columbus warehouse (United moving company) quote

Lisa,

I was just informed that you have not recieved my bid for your job coming up soon. I am sorry and don't know what went wrong.

My bid for us doing everything is 9,800.\$

As we spoke about you all getting some temporary workers to move everything in the caged area, my bid would be around 8,600.\$. If you would like to get the cost down more and just let my company move the big heavy furniture, we could get the cost down even more. Please let me know your feedback. Again, *I am so sorry you did not recieve a long time ago.*

thank you

Tyler Robertson

Columbus-Warehouse United Van Lines

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2013.0.3532 / Virus Database: 4365/10500 - Release Date: 08/24/15



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10/6/15
PAGE: 1 of 1

SUBJECT: DISCUSSION AND CONSIDERATION OF ENTERING INTO A JOINT PARKING USE AGREEMENT WITH GRIFFIN UNITED METHODIST CHURCH FOR PARKING AT THE NEW CITY HALL WITH COSTS ASSOCIATED WITH THE AGREEMENT TO BE PAID FROM THE CITY HALL CONSTRUCTION BUDGET AND THE MUNICIPAL BUILDING LINE IN THE GENERAL BUDGET

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Mayor' Business

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Mayor Wiseman

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

JOINT PARKING AGREEMENT

This Joint Parking Agreement is entered into on this ____ day of October, 2015, between the City of Starkville, Mississippi (the "City") and Griffin United Methodist Church ("the Church").

RECITALS:

WHEREAS, the Church is located within walking distance to the newly constructed City Hall.

WHEREAS, the Church owns a parking lot located between the Church and the new City Hall that does not receive heavy use during non-worship times.

WHEREAS, the City needs additional parking to facilitate access to the new City Hall.

WHEREAS, the Parties wish to enter into a Joint Parking Agreement to govern the use of the Church's parking lot so that visitors to the Church and visitors to the new City Hall have spaces in which to park.

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

1. The Church shall open its parking lot, and allow its parking lot to be used by the general public, during regular business hours Monday through Friday and for various meetings and events after regular business hours that occur at the new City Hall, so long as those times do not conflict with Church worship services.

2. The Church retains first priority for use of its parking lot for the special events of vacation bible school, funerals, and prayer services.

3. The City shall pave and maintain the pavement in the Church parking lot.

4. The term of this agreement shall be for 10 years from the date of execution. This agreement may be extended by the parties for an additional 10-year term upon mutual written consent of both Parties.

5. The Church retains the right to have exclusive use and possession of the Church parking lot for any day upon providing written notice to the City at least one day before that date. However, the Church's exclusive use and possession of the Church parking lot shall be capped at 5 weekdays in any month.

The City of Starkville

Griffin United Methodist Church

By: _____
Parker Wiseman, Mayor

By: _____
Eric Clay, Trustee Chairman

By: _____
Robert L. Vaughn, Pres. Of United Methodist Men



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 10/6/2015
PAGE: 1 of 1**

SUBJECT: DISCUSSION AND CONSIDERATION OF APPROVING A REQUEST TO “PINK OUT” STARKVILLE FOR THE TACKLE CANCER EVENT AND WAIVING ALL BANNER PERMIT FEES ASSOCIATED WITH THE REQUEST

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Mayor Business

**DIRECTOR'S
AUTHORIZATION:** Mayor Wiseman

FOR MORE INFORMATION CONTACT: Mayor Wiseman

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

TACKLE CANCER is a program that will support the American Cancer Society's mission initiatives around breast cancer and will be built out around the Troy University football game on October 10th. In addition to the "pink" game, we are working to "pink out" the campus, planning a student spirit week, as well as host a special event for MS State boosters and supporters.

We thought it would be fun to "pink out" Starkville similar to how we are "pinking out" campus:

- o Zeta Tau Alpha's philanthropy is breast cancer and they are currently making ribbon streamers to be tied around the lamp posts on campus. We would be able to make extra streamers to tie around the lamp posts on Main Street. The streamers are easily tied onto the lamp posts and look similar to the ribbons on a May Pole. The streamers are light pink and hot pink ribbons attached to a cord that is then tied around the top of the lamp post.
- o We are also adding pink film on top of the up lighting that hits the campus entrances, the stadium and other key buildings on campus. I know that City Hall is under construction but thought you may consider turning it pink or may have another suggestion of a building we should consider with the renovations happening now. The film is easily attached to the outside of the light box with duct tape and is heat resistant so it does not melt to the box.
- o Mississippi State also said that the City of Starkville would be the appropriate entity to approve a banner on the overpass that is one of the entrances to campus. We would like to hang a banner about our campaign on that overpass. The graphic is attached below.

Please let me know what additional details you need to consider the request. We plan to "pink out" Mississippi State next Tuesday October 6th; the campus decorations will stay up until the Sunday after the game on October 11th. We are able to provide volunteers if that is helpful to you and would like Starkville to be decorated during that same time frame if possible.

In case your board may be interested, I am attaching information on the Thursday night event. Tickets are \$50 and available online www.main.acsevents.org/tacklecancer

Thank you!
Julia

Julia Meyers | Account Manager, Corporate Relations
Mid-South Division | American Cancer Society, Inc.
1100 Ireland Way Suite 201
Birmingham, AL 35205
Phone: 205.918.3212 | Mobile: 404.538.6069
cancer.org | 1.800.227.2345



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TACKLE CANCER KICKOFF EVENT

Gridiron Club at the Davis Wade Stadium

Thursday October 8th | 7pm-10pm



Meet BULLY and the MS State Cheerleaders
featuring a performance by members of **The Famous Maroon Band**

Kickoff Event Tickets available online for \$50

<http://main.acsevents.org/tacklecancer>

For more info (662) 418-2863



Must be 21+ to enter | Benefitting Breast Cancer Research and Patient Programs



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10/6/2015
PAGE: 1 of 1

SUBJECT: DISCUSSION AND CONSIDERATION OF PAYING AN INVOICE FROM GOLDEN TRIANGLE PLANNING AND DEVELOPMENT DISTRICT OUT OF THE CONTINGENCY BUDGET LINE FOR THE IMPLEMENTATION OF THE CODE RED EMERGENCY NOTIFICATION SYSTEM

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

REQUESTING
DEPARTMENT: Mayor' Business

DIRECTOR'S
AUTHORIZATION: Yes

FOR MORE INFORMATION CONTACT: Mayor Wiseman

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

CodeRED® NEXT and CodeRED Weather Warning® Services Addendum
To Golden Triangle Master Agreement

This CodeRED® NEXT and CodeRED Weather Warning® Services Addendum (the "Addendum") is made a part of the CodeRED® NEXT and CodeRED Weather Warning® Master Services Agreement (the "Agreement"), between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") and Golden Triangle Planning and Development District, Inc., a non-profit corporation organized in the State of Mississippi (the "Purchasing Agent"). This Addendum shall be effective as of August 1, 2015 (the "Oktibbeha Effective Date").

This Addendum is entered into by and between Oktibbeha County Emergency Management (hereinafter "Licensee") a body politic located in Mississippi and Licensor, and shall be made a part of, and subject to, the Agreement. Licensee and Licensor agree as follows:

1. **Terms:** Capitalized terms which are used herein but not otherwise defined shall have the meanings given to them in the Agreement.
2. **License:** Licensor has granted Purchasing Agent a non-exclusive and non-transferable license (the "License") which may be used by Licensee in accordance with the terms of this Addendum and the Agreement. Licensor reserves the right to either charge additional fees or terminate this Addendum if other parties not contemplated in this Addendum are granted access to the Service or CRWW by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's pass codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, CRWW, those codes used to access the Service, or any rights under this Addendum. To access the Service, Licensor will provide Licensee with up to five (5) unique user name(s) and password(s). Additional user pass codes may be obtained at an additional annual fee as outlined in Schedule "A," which is attached hereto and incorporated by reference.
3. **Ownership:** Licensee agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
4. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensor reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensor relating to the Service, including but not limited to, the source or object code. Licensee shall not make any ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.
5. **Functionality:** The Service provides Licensee the ability to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-based software application. The Service has the ability to select notification databases via geographic mapping component. Licensee's database(s) shall be limited to the geographic boundaries (determined by Lat/Lon coordinates) of Oktibbeha County, Mississippi (the "Calling Area"). The Service will also allow Licensee to utilize an interactive voice response telephone service to record messages and initiate notification projects. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Schedule A. Licensee understands and agrees that, notwithstanding the Effective Date, Licensee's access to the Service shall not commence until this Addendum has been fully executed by Licensee and Licensor.
6. **Costs for the Service:** During the Term of this Addendum, Licensee agrees to pay for any extra features it uses which are not paid for by Purchasing Agent, as well as any System Minutes used in Licensee's Service in excess of those System Minutes purchased for Licensee by Purchasing Agent. The fees for such extras and additional System Minutes are set forth on Schedule A. Licensee understands and agrees that Purchasing Agent will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee will be deducted from the balance of System Minutes remaining in Licensee's System Minutes bank. Licensee is

responsible to maintain, at all times, a positive balance of System Minutes in its System Minute bank, Payment for the Service or System Minutes is due and payable upon receipt of invoice ("ROI"). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Addendum shall be paid to: Emergency Communications Network, LLC at 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174.

7. **Free Testing and Training Minute Blocks:** Licensee is allotted five hundred (500) minutes of free time on the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Schedule A:

a) Minutes used for testing and training will be deducted from Licensee's System Minute bank at the time the Service is used;

b) Licensee must notify Licensor in writing within sixty (60) days from the date the Service was used for testing or training, specifying qualified project(s) and System Minutes used, to request that such System Minutes be designated as free minutes and restored to the System Minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within sixty (60) days from the use of the Service, the System Minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above; and

c) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.

8. **CodeRED Weather Warning® Service:** Licensor's CRWW service expands the benefits of the Service to include the automatic launching of prerecorded Weather Warning call-out projects to members of Licensee's Calling Area who opt-in to CRWW (each a "Subscriber" and collectively, the "Subscribers"). These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service ("NWS"), with no intervention on the part of Licensee or Licensor. Call recipients are determined by matching the geographic locations associated with a database of opt-in Subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS.

a) **Subscribers:** Severe weather events can occur at any time of day or night. Accordingly, CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time, 24 hours/day. The CRWW service targets the telephone numbers of ONLY those households and businesses that have CHOSEN to participate through an opt-in process. Residents and businesses within the Calling Area who wish to receive CRWW calls can add their name and geographic location to the CRWW database via the Licensee's CodeRED® Community Notification Enrollment Page. This site is hosted by Licensor for the purposes of allowing citizens to add their contact information to both the CodeRED® database and the CRWW database via the Internet. Only addresses falling within the Calling Area are eligible to receive CRWW calls. Subscribers shall be subject to the terms and conditions of the CRWW service, which can be reviewed at: <http://www.coderedweb.com/codereddataentry/terms.cfm>. ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MAY HAVE TO APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE. All Subscriber data is the sole and exclusive property of Licensor.

b) **CodeRED® Minute Bank Balance:** Calls placed automatically via the CRWW service have no effect on the System Minute bank balance associated with the Service.

9. **Term:** This Addendum, and the License extended herein, will continue for a period of two hundred twenty three (223) days (the "Initial Term") commencing on the Oktibbeha Effective Date and continuing through March 10, 2016. Upon completion of the Initial Term or any one-year Renewal Term (as hereinafter defined), the Purchasing Agent may renew the Term of this Addendum for an additional one-year period (each a "Renewal Term"), except as otherwise set forth herein. In the event of a renewal, each Renewal Term shall commence as of March 11th, annually, beginning on March 11, 2016. In the event Purchasing Agent elects not to renew the Agreement and this Addendum, Licensor shall provide Licensee with the option to enter into a new agreement, to commence at the end of the Term of the Agreement and this Addendum, for the provision of the Service.

10. **Agreement Extension:** Upon completion of the Initial Term and each Renewal Term, the Term of the Agreement and this Addendum may be extended by Purchasing Agent for additional one (1) year periods. In the

event Purchasing Agent has not extended the Agreement and this Addendum by the sixtieth (60th) day prior to the commencement of the next Renewal Term, Licensor may notify Licensee of the termination date of the Agreement and this Addendum to determine whether Licensee desires to enter into an independent agreement for Service, at Licensee's own cost.

11. **Minute Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes purchased for Licensee by Purchasing Agent. In the event that Licensee's use of the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensor will immediately refill Licensee's System Minute bank with a block of 2,500 System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Schedule A. Licensee shall pay Licensor for all Additional System Minute blocks upon ROI from Licensor, subject to the same terms as set forth in paragraph 6. Licensee understands and agrees that it is required to maintain a positive System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.
12. **Appropriate Use of The Service:** Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations, including but not limited to all applicable laws regarding outbound telemarketing, the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999, as well as State and Local telemarketing laws and requirements. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licensor's systems or networks. Licensee agrees that Licensor shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to be solely responsible for and defend, indemnify and hold harmless Licensor and its affiliates, employees, officers, directors, managers, members and agents from any and all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), whether brought by a third party, arising from any violation of this Addendum by Licensee; from the content, placement, or transmission of any messages or materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account; and from any violations of any laws by Licensee.
13. **Security:** Licensor will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licensor is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licensor shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licensor cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of Licensee.
14. **Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Addendum; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licensor of the error, Licensor shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's pass codes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licensor in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licensor's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Addendum and

this Addendum fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.

15. **Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licensor has been advised of the possibility of such damages) shall Licensor, its officers, directors, managers, members, employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Addendum. Licensee understands that the cumulative liability of Licensor for any and all claims relating to the Service provided by Licensor shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licensor. The Service is provided as-is, and Licensor disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licensor's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licensor cannot guarantee the delivery of email and text messages to a recipient.
16. **Confidentiality:** Licensor acknowledges the confidential nature of Licensee supplied data and files that it is to prepare, process or maintain under this Addendum, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensor, any confidential data and files. Data collected by Licensor will remain secured on Licensor's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensor shall develop and maintain a database of such information, along with other information privately developed by Licensor (the "Data"). Licensee acknowledges and agrees that Licensor desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensor understands and agrees that private citizens and other persons in the Calling Area may designate that the data they provide to Licensor may be given to Licensee (the "Resident Data"). Licensor agrees that it will, upon termination of this Addendum and the request of Licensee, provided all fees due hereunder are paid in full, transmit the Resident Data, one (1) time, to Licensee. Licensor reserves the right to charge Licensee any database maintenance fees it incurs in processing such request, as set forth on Schedule A. Licensee further acknowledges that Licensor shall disclose to Licensee certain confidential, proprietary trade secret information of Licensor (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Licensee agrees that, at all times during and after the termination of the Agreement and this Addendum, Licensee will not, without the express prior written consent of Licensor, disclose any Confidential Information or any part thereof to any third party. Nothing in this Addendum will be deemed to require Licensor to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. Licensee will promptly notify Licensor of the receipt of any subpoena or other similar order and of any request under the Public Information Act or any other similar law, and will assist Licensor in preventing the disclosure of the Confidential Information pursuant to same to the extent required by Licensor.
17. **Termination:** This Addendum may be terminated immediately by Licensor, without notice, upon Licensee's breach of any of the terms herein, or by Licensor or Purchasing Agent in accordance with the terms of the Agreement. Licensee understands and agrees that, in the event it desires to terminate this Addendum, it may only do so with the consent of the Purchasing Agent and that Licensor shall not consider any termination effective which is not otherwise authorized by Purchasing Agent. Upon termination of this Addendum or the Agreement, whether by expiration of the Initial Term, any Renewal Term or as otherwise set forth herein, Licensee's access to the Service will be terminated and all System Minutes remaining on account shall transfer solely to Licensor.
18. **Entire Agreement:** This Addendum, together with the Agreement, supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties. Only a further writing that is duly executed by both parties may modify this Addendum. The terms and conditions of this Addendum, together with the Agreement, will govern and supersede any additional terms provided by Licensee, including

but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensor. The terms of this Addendum shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Addendum constitute a waiver of any subsequent action.

19. **Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to Licensor: Emergency Communications Network, LLC, 780 W. Granada Boulevard, Suite 200, Ormond Beach, FL 32174

As to Licensee: Oktibbeha County Emergency Management, Attn: Shank Phelps/EMA Director, 100 Jefferson Street, Starkville, MS 39759

Either party may change the address provided herein by providing notice as set forth in this paragraph.

20. **General:** Each party to this Addendum agrees that any dispute arising under this Addendum shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Addendum, whether in Arbitration, a Court of first jurisdiction or any Court of Appeal.
21. **Interpretation and Severability:** In the event any provision of this Addendum is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Addendum shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.
22. **Counterparts and Construction:** This Addendum may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Addendum and are for convenience only. Licensee agrees that this Addendum shall not be construed against Licensor as the drafter, and that Licensee has read and understands this Addendum, and has had the opportunity to review this Addendum with legal counsel.
23. **Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of the Agreement or this Addendum and shall survive termination of the Agreement and this Addendum.

IN WITNESS WHEREOF, the parties execute this Addendum on the date(s) indicated below.

Licensee:
Oktibbeha County Emergency Management,
Mississippi

By: Orlando Trainor

Printed Name: Orlando Trainor

Title: Board President

Date: 9-17-15

Licensor:
Emergency Communications Network, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

Schedule A – Service Charges
Oktibbeha County Emergency Management, Mississippi

Up to **15,274** CodeRED System Minutes during the Initial Term **\$ Included**
*In the event the Agreement and this Addendum is renewed, each Renewal Term shall include up to **25,000** CodeRED System Minutes*

Additional System Minutes **\$ 0.26 per minute**

500 minutes for testing and training **\$ No Charge**

Up to **5** CodeRED® user pass codes **\$ Included**
*Additional pass codes may be purchased for an annual fee of **\$150.00** per pass code*

One (1) CodeRED® distance training session **\$ Included**
*Additional distance training sessions may be purchased for **\$150.00** per hour (one hour minimum).
Additional on-site training sessions may be purchased for **\$1,500.00** per trainer, per day plus all travel, ground transportation, and lodging expenses.*

CodeRED Weather Warning® **\$ Included**

Initial Residential Database Upload **\$ Waived**

Standard CodeRED® data collection website **\$ No Charge**

Email and Text Messaging **\$ No Charge**

Annual System Maintenance, including all Software Upgrades **\$ No Charge**

System usage will be charged against prepaid System Minutes at actual minutes of time connected while delivering prerecorded System calls. All calls will be billed in 6-second increments. Only connected calls (live connections, answering machine connections and fax tone connections) will result in connection charges being incurred.

Database Accuracy Updates

Licensors Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensors under this Addendum undergoes periodic accuracy checks using Licensors' most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of Licensee to maintain database accuracy and request updates from Licensors.

One annual "Database Accuracy Update" will be performed by the Licensors upon request by Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensors.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensors.

\$100 per hour for database maintenance

Professional Services Upon Request: \$135.00 per hour
Licensors shall perform professional services as requested from time to time by Licensee in its sole discretion.



GOLDEN TRIANGLE

Planning and Development District, Inc.

Post Office Box 828 • Starkville, MS 39760-0828 • Telephone (662) 324-7860 • Fax (662) 324-1911

Robert E. Boykin
President

R. B. Davis
Vice President

Jimmie Oliver
Secretary / Treasurer

Rupert L. "Rudy" Johnson
Executive Director

City of Starkville
101 Lampkin Street
Starkville, MS 39759

Invoice: 3605
Date: September 28, 2015
Acct: 997000 - 12200

Attn: Lesa Hardin, City Clerk

CODE RED:

City of Starkville \$ \$ 2,398.91

BALANCE DUE \$ \$ 2,398.91

Contact Staff: Toby Sanford

Make check payable to: Golden Triangle Planning & Development District, Inc.
P. O. Box 828, Starkville, MS 39760



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.
AGENDA DATE: 10/6/2015
PAGE: 1 of 1**

SUBJECT: DISCUSSION AND CONSIDERATION OF REPAIRING THE BRIDGE ON YELLOWJACKET DRIVE AND AUTHORIZATION TO ADVERTISE FOR THE PROJECT

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:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION:

Staff Recommends APPROVAL

The bridge on Yellowjacket Drive is between Louisville Street and Eckford Drive and bridges over Hollis Creek as shown in the map below.





The bridge is constructed of timber pilings, timber bulkheads, timber caps and concrete bridge slabs. It is unknown how old this bridge is but it is estimated at 50-60+ years old. There are several timber pilings and locations in the bulkheads and caps which are rotten and are in dire need of replacement. Some photos are included below of the bridge condition.

This is a primary roadway, especially for school buses, and the bridge should be a very high priority for replacement.

It is proposed to replace the timber substructure with steel pilings, steel sheet piling for bulkheads and steel caps while reusing the concrete bridge slabs and guardrails.

It is estimated that this project will cost in excess of \$80,000.

Pending board approval, there is ample time to advertise, take bids and have a contractor ready to commence work as soon as school is released for the Christmas Holiday. It is anticipated that the majority of this work could be done during the Christmas Holiday (December 19- January 5), weather permitting.





Suggested Motion: DISCUSSION AND CONSIDERATION OF REPAIRING THE BRIDGE ON YELLOWJACKET DRIVE AND AUTHORIZATION TO ADVERTISE FOR THE PROJECT



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10/06/2015
PAGE: 1 of 1

SUBJECT: CONSIDERATION OF MAKING THE LAKE POINTE LANE AND HUNTINGTON PARK DRIVE INTERSECTION A 4-WAY STOP AND MAKING THE INTERSECTION OF LANGSTON COVE AND HUNTINGTON DRIVE A 4-WAY STOP.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering and Alderman Little

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward C. Kemp and Alderman Little

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION:

Staff Recommends APPROVAL

Suggested Motion: THE ATTACHED LETTER FROM THE HUNTINGTON PARK HOMEOWNERS ASSOCIATION WAS PROVIDED REQUESTING TWO INTERSECTIONS CONVERTED FROM A 2-WAY STOP CONDITION TO A 4-WAY STOP CONDITION.

Suzanne Dressel, President
Huntington Park Homeowners Association
115 Kingston Court
Starkville, MS 39759

Dear Mayor Wiseman,

Huntington Park has a problem we've tried to solve internally over several years with repeated emails and letters to Huntington residents and pleas for resident cooperation at our annual business meetings with no success. The road has a 25 mph speed limit, but drivers frequently go over what we estimate to be 45 mph. This is caused by the construction activity at the end of Huntington Drive, un-courteous residents, and the uninterrupted length of Huntington Drive. With the weather improving and more and more residents out walking and biking this is becoming more serious. The fact that Huntington Drive essentially runs in an east/west direction further compounds the speeding problem by making it very difficult for drivers to see in early morning and late evening sun.

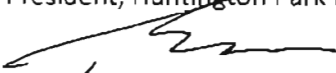
The Huntington Park Board of Directors unanimously recommends the placement of two stop signs at the intersections of Lake Pointe Lane and Langston Cove with Huntington Drive.

We thank the City for the recent drainage infrastructure improvements and the enhanced security provided by the increased police presence in Huntington Park.

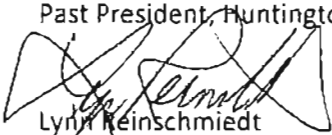
Respectfully,



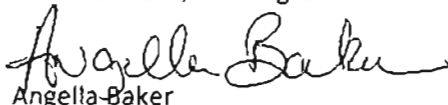
Suzanne Dressel
President, Huntington Park Homeowners Association



Tom Walker
Past President, Huntington Park Homeowners Association



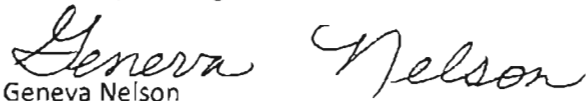
Lynn Reinschmidt
Vice President, Huntington Park Homeowners Association



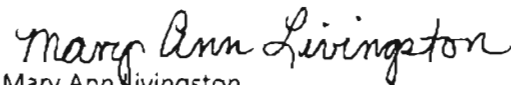
Angella Baker
Secretary, Huntington Park Homeowners Association



Robert Williams
Treasurer, Huntington Park Homeowners Association



Geneva Nelson
Board Member at Large, Huntington Park Homeowners Association



Mary Ann Livingston
Board Member at Large, Huntington Park Homeowners Association

Cc: David Little, Alderman,
Edward Kemp, City Engineer



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-6-2015
PAGE: 1

SUBJECT: CONSIDERATION OF THE APPOINTMENT OF GADDIS HUNT TO THE OKTIBBEHA COUNTY MUSEUM BOARD FOR THE UNEXPIRED TERM OF MR. BILL POE, WITH SAID TERM EXPIRING SEPTEMBER 30, 2017

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

PURCHASING: N/A

DEADLINE: September 30, 2015

AUTHORIZATION HISTORY: The minutes of the Mayor and Board of Aldermen of November 4, 2014, reflect that Mr. Poe was re-appointed to the Museum Board until September 30, 2017. Mr. Poe has indicated that he is retiring from service, leaving the position vacant with an unexpired term of two years. The position has been advertised with only one letter of interest received.

SUGGESTED MOTION:

MOVE APPROVAL OF THE APPOINTMENT OF GADDIS HUNT TO THE OKTIBBEHA COUNTY MUSEUM BOARD FOR THE UNEXPIRED TERM OF MR. BILL POE, WITH SAID TERM EXPIRING SEPTEMBER 30, 2017

105 Langston Cove

Starkville, MS 39759

September 10, 2015

Dear Starkville Board of Aldermen,

I would like to be appointed to membership on the Board of Trustees of the Oktibbeha County Heritage Museum. This appointment is to fill the spot which will be vacated on September 30, 2015 when Bill Poe's term expires. 

I am a life-long resident of Starkville, having graduated from Starkville High School and Mississippi State University. I have served on the city's Oddfellows Cemetery Board until recently, and am an active member of the Starkville Kiwanis Club and the Starkville First United Methodist Church. I am retired from Mississippi State University after working there 40 years.

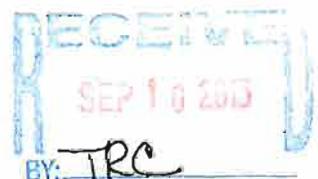
I have knowledge of the history of this area since my father's family was from Oktibbeha County and my mother taught school in Sturgis. I look forward to working on the Board to help keep the past alive and on display at the museum.

Thank you for your consideration of my appointment.

Sincerely,



Gaddis Hunt





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE: 10-6-2015
PAGE: 1**

SUBJECT: CONSIDERATION OF THE APPOINTMENT OF _____
TO THE STARKVILLE HOUSING AUTHORITY FOR A FIVE YEAR TERM, WITH SAID
TERM EXPIRING ON SEPTEMBER 5, 2020.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

PURCHASING: N/A

DEADLINE: September 30, 2015

AUTHORIZATION HISTORY: Mr. Floyd Johnson has not submitted a letter requesting reappointment to the Housing Authority. The position has been advertise with two letters of interest received.

SUGGESTED MOTION:

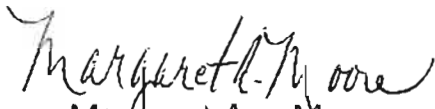
MOVE APPROVAL OF THE APPOINTMENT OF _____
TO THE STARKVILLE HOUSING AUTHORITY FOR A FIVE YEAR TERM, WITH SAID
TERM EXPIRING ON SEPTEMBER 5, 2020.

Margaret Ann Moore
P.O. Box 1286
Starkville, MS 39760
September 4, 2015

Dear Mr. Adams:

I'm writing to inform you that I'm interested in serving on the Starkville Housing Authority Board. I'm a resident of the city of Starkville living in ward 4, and a registered voter. I'm also a member of The New Saint Mark Church of God In Christ, where I serve as Sunday School Teacher and Financial Clerk. Being employed as a Rehabilitation worker and helping others, I have learned to always put yourself in their position. I honestly believe that I will serve in truth on the board.

Sincerely


Margaret Ann Moore



September 8, 2015

> Loren Bell
1632 Hwy 389
Starkville, MS 39759

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

Dear Mayor Wiseman:

I wish to submit my interest and intent in becoming a member of the Board of Commissioners of the Starkville Housing Authority.

I am a native of Starkville and a banker. I have sincere interest in helping the low income people in our community.

I previously served as Chairman of the Board of the Starkville Housing Authority and feel my tenure served during this time as being thoroughly fulfilling.

Please consider me again to serve as a member of the Board.

Sincerely



Loren "Bo" Bell



300 Legals

A public hearing will be conducted by the City of Starkville Board of Planning and Zoning for a Use by Exception to use two properties as Stormwater Detention. They are located on the northwest corner of the intersection of ML King Drive and North Jackson Street in a T-5 zone with the property numbers 118P-00-046.00 and 118P-00-047.00 with the following description:

Lots 15 and 15-A of Block 18 of the City of Starkville, Mississippi as shown on the 1951 Edition of the A. L. Goodman Map of the City of Starkville, Mississippi; less and except that portion deeded to the State Highway Commission by Warranty Deed recorded in Book 197 at Page 28.

The public hearing will be held Tuesday, October 13, 2015 at 5:30 PM in the Court Room, City Hall located on the first floor at 101 E. Lamphkin Street, Starkville, Mississippi.

At the hearing, interested parties may appear and be heard with respect to this Use by Exception request. Copies of the request are available at City Hall in the Community Development Department and may be inspected by the public during normal business hours.

Daniel Havelin, City Planner

Published: September 25, 2015

300 Legals

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

The City of Starkville, Mississippi is encouraging civic minded individuals to express their interest in being considered for appointment to:

**STARKVILLE HOUSING AUTHORITY
(5 YEAR TERM)**

**OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD
UNEXPIRED TWO YEAR TERM
(03/30/2017)**

Letters of interest will be accepted until 12:00 noon, On October 1, 2015. Send all submissions to:

City of Starkville
Attn: Tammy Carlisle
101 Lamphkin Street
Starkville, Mississippi 39759

In the event no submissions are received by the deadline date, the City will continue to seek potential candidates until all vacancies are filled.

Published: September 25, 2015

300 Legals

A public hearing will be conducted by the City of Starkville Board of Planning and Zoning for a Conditional to use the property as a Residence at 518 ML King Drive in a C-2 zone. The subject property number is 118N-00-120.00 with the following description:

Commence at the Southeast corner of the intersection of U.S. Highway 82 and Reed Road: run East along the South side of Highway 82 a distance of 400 feet to the point of beginning.

From said point of beginning, run South 16 degrees 35 minutes East 296 feet; thence East 130 feet; thence North 16 degrees 35 minutes West 333 feet to the right of way of U.S. Highway 82; thence south 73 degrees 45 minutes West along the South side of the right of way of U.S. Highway 82 a distance of 310 feet to the Point of Beginning.

And also a permanent and perpetual easement for ingress and egress to the lot above described in over and across a strip of land described as commencing at the Northeast corner of the above described lot and run North 83 degrees 45 minutes East along the South side of the right of way of U.S. Highway 82.75 feet; thence in a Southwesterly direction to a point 20 feet South of the North-

300 Legals

east corner of the lot above described thence North to the point of beginning.

All of the above described property is located in the East one-half (1/2) of the Southeast Quarter of Section 33, Township 19 North, Range 14 East, Oktibbeha County, Mississippi and is further designated as Lot 1 of Block 13C on the official 1974 map of the City of Starkville, Mississippi.

The public hearing will be held Tuesday, October 13, 2015 at 5:30 PM in the Court Room, City Hall located on the first floor at 101 E. Lamphkin Street, Starkville, Mississippi.

At the hearing, interested parties may appear and be heard with respect to this Conditional Use request. Copies of the request are available at City Hall in the Community Development Department and may be inspected by the public during normal business hours.

Daniel Havelin, City Planner

Published: September 25, 2015

**SELL IT FAST
IN THE CLASSIFIEDS!**

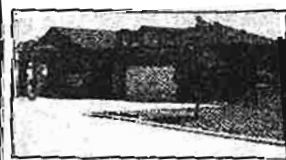
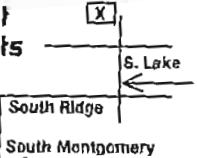
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STARKVILLE



CITY OF STARKVILLE

AGENDA ITEM NO:
AGENDA DATE: 10-06- 15

RECOMMENDATION FOR BOARD ACTION

PAGE:

SUBJECT: CONSIDERATION AND DISCUSSION OF TIMELINE FOR THE SUBMISSION OF
ITEMS FOR THE BOARD AGENDA

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** ALDERMAN SCOTT MAYNARD

FOR MORE INFORMATION CONTACT: ALDERMAN SCOTT MAYNARD

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

I move that, any and all items for agenda submission be provided electronically to the appropriate city staff no later than 5:00 p.m. on the Wednesday preceding the meeting at which they are to be considered; and that the Mayor and Board submit items by noon on the preceding Friday. Any items added "on the table" or to the Board, at the time of the meeting must be approved by a majority vote to be added to the agenda.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO: XI.F.1
AGENDA DATE: 10/6/2015
PAGE: 1 of 1**

SUBJECT: DISCUSSION AND CONSIDERATION OF APPROPRIATING \$2,000 FROM THE CONTINGENCY BUDGET LINE TO THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP TO HELP DEFRAY COSTS ASSOCIATED WITH THE MML SMALL TOWN CONFERENCE WELCOME RECEPTION

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Board of Aldermen

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

FOR MORE INFORMATION CONTACT:

Alderman Maynard

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: n/a

DEADLINE: none

AUTHORIZATION HISTORY:



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: October 6, 2015
PAGE: 1 of 1

SUBJECT: DISCUSSION AND CONSIDERATION OF PLACING A 4-WAY STOP SIGN AT THE INTERSECTION OF LINDEN AND CHESTNUT DRIVE IN WARD TWO.

AMOUNT & SOURCE OF FUNDING:

LINE ITEM

FISCAL NOTE:

REQUESTING

DIRECTOR'S

Alderman Lisa Wynn
Ward 2

DEPARTMENT: Board of Aldermen

AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING:

DEADLINE:

SUGGESTED MOTION:

MOVE APPROVAL OF THE MOTION PLACING A 4-WAY STOP SIGN AT THE INTERSECTION OF LINDEN AND CHESTNUT DRIVE, IN WARD 2



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-6-15
PAGE:

SUBJECT: DISCUSSION AND CONSIDERATION OF A MORATORIUM ON THE LANDSCAPE REQUIREMENTS FOR AREAS ZONED AS 'MANUFACTURING DISTRICTS'.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: N/A

REQUESTING

DIRECTOR'S

**Alderman Lisa Wynn
Ward, 2**

DEPARTMENT:

AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

AUTHORIZATION HISTORY:

SUGGESTED MOTION:

MOVE APPROVAL OF A MOTION PLACING A MORATORIUM ON THE LANDSCAPE REQUIREMENTS FOR AREAS ZONED AS 'MANUFACTURING DISTRICTS', EFFECTIVE OCTOBER 7, 2015.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-6-15
PAGE: 1 of 1

SUBJECT: Request Approval of Clearwater Consultants, Inc. Work Authorization 15-01 for Engineering Services for the 2015 FAA AIP Project

AMOUNT & SOURCE OF FUNDING: FAA Grant 3-28-0068-020-2015

FISCAL NOTE: Approved by the Starkville/Oktibbeha County Airport Board on Sept 28, 2015

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Andy Fultz, Chairman, Airport Board

FOR MORE INFORMATION CONTACT: Rodney Lincoln, Airport Manager 418-5900

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

STAFF RECOMMENDATION: Airport Board Recommends Approval for Clearwater Consultants, Inc. Work Authorization 15-01 for Engineering Services for the 2015 FAA AIP Project 3-28-0068-020-2015

EXHIBIT A
CITY OF STARKVILLE - GEORGE M. BRYAN FIELD
STARKVILLE, MISSISSIPPI
WORK AUTHORIZATION Number 15-01
2015 AIP Project

Project Identification No. 3-28-0068-020-2015

Date: October __, 2015

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("Owner") and Clearwater Consultants, Inc. ("ENGINEER") dated October 19, 2011.

Scope of Services

The Engineer shall provide Professional Services for the 2015 AIP Project which shall be comprised of Runway Safety Area, Object Free Area and Drainage Improvements (Phase II). See attached Exhibit "B" for a more detailed description of services to be provided.

Time of Performance

Time of performance will necessarily be dependent upon the timing of the AIP grant offer and will extend 30 days beyond final completion of the project.

Compensation

1. Basic Services: Total compensation for Basic Services is a lump sum of \$67,340.
2. Special Services: Budget for Special Services is as follows
 - (a) Surveys \$2,500
 - (b) Construction Q/A Testing \$3,000
 - (c) Resident Project Representative \$29,800

Actual compensation for Special Services will be invoiced according to the Rate Schedule presented as Exhibit "C."

Agree as to Scope of Services, Time of Performance and Compensation:

City of Starkville

Clearwater Consultants, Inc.

Honorable Parker Wiseman, Mayor

Carey Hardin, P.E., President

Date: October __, 2015

Date: October __, 2015

EXHIBIT B – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 15-01

2015 AIP Project

PROJECT DESCRIPTION:

The OWNER intends to construct an addition to the main ramp area and other related improvements to the George M. Bryan Field Airport (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

A. PROJECT DEVELOPMENT PHASE: After written authorization to proceed the ENGINEER shall:

1. Consult with OWNER and state and federal government agencies as necessary to clarify and define the requirements for the project and review available data.
2. Advise OWNER as to the necessity of OWNER'S providing or obtaining from others data or services of the types described in Section II and act as OWNER'S representative in connection with such services. Assist the OWNER in contracting for such services.
3. Prepare applications for federal and/or state assistance grants for funding of the project. Assist the OWNER in preparation of application for federal assistance.
4. Furnish copies of drawings, sketches, forms and reports as appropriate to the OWNER for submission to government agencies.

B. DESIGN PHASE: After written authorization to proceed the ENGINEER shall:

In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the project. The most current version of the following design criteria and standard, as well as other applicable standards will be used during the design of the PROJECT:

- FAA AC 150/5300-13 Airport Design

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
2. Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.

3. Submit appropriate documents to state and federal agencies for approvals and permits.
 4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.
- C. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:
1. Assist the OWNER in securing bids, tabulation and analysis of bid results.
 2. Assist the OWNER in preparation of contract documents for the award of construction contracts.
- D. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:
1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
 2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
 3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 7 business days from receipt.
 4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.
 5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
 6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.
 7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.
 8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.

9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.
10. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.
12. Provide assistance with project close out including preparation of a "Summary and Distribution of Project Costs."
13. Record Drawing preparation.

SECTION II – SPECIAL SERVICES

At the request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER'S own forces or through subcontracts with other professionals. Special services which may be requested may include, but are not necessarily limited to the following:

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- D. Resident Project Representative of construction by full time resident project representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be as described in SECTION IV.
- E. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- F. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.

- H. Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- I. Extra work required to revise contract documents, plans and specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- J. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- K. Preparation of Disadvantaged Business Enterprise (DBE) Plans and/or Updates for existing DBE Plans, as required.
- L. Additional services required for construction administration due to unforeseen circumstances, including, but not limited to, unavoidable delays in construction and contractor not completing work within contract time.

SECTION III – OWNER’S RESPONSIBILITIES

- A. Provide full information as to the requirements for the PROJECT.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.
- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.
- F. Access to the Site/Jobsite Safety. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The OWNER understands that the ENGINEER is not responsible in any way for the means, methods, sequence, procedures, techniques, scheduling of construction or jobsite safety.

SECTION IV – DUTIES RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

A. General

Resident Project Representative as ENGINEER'S agent, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident project representative's dealings in matters pertaining to the on-site work shall in general be only with the

OWNER, ENGINEER and contractor, and dealings with subcontractors shall only be through or with the full knowledge of contractor.

B. Duties and Responsibilities

Resident Project Representative will:

1. Schedules: Review the project progress schedule, schedule of shop drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and OWNER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist ENGINEER in serving as OWNER'S liaison with contractor when contractor's operations affect OWNER'S on-site operations.
 - b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify ENGINEER of their availability for examination.
 - b. Advise ENGINEER and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the work in progress as well as periodic observations of the site during times when the Contractor is not actually working to assist the ENGINEER in determining if the work is in accordance with the contract documents and that completed work will conform to the contract requirements.
 - b. Report to ENGINEER and OWNER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER and OWNER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- c. Review and observe that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the contract documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER.
- 6. Interpretation of Contract Documents: Transmit to contractor ENGINEER'S clarifications and interpretations of the contract documents.
- 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with recommendations to ENGINEER.
- 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER'S clarifications and interpretations of the contract documents, progress reports, test reports and other project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, quantities of material installed on the project, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
- 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requisitions: Review applications for payment with the contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 11. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Except upon written instructions of ENGINEER, Resident Project Representative:

1. Shall not authorize any deviation from the contract documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on ENGINEER'S authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the contract documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the work.
6. Shall not authorize OWNER to occupy the project in whole or in part.
7. Shall not participate in specialized field or laboratory tests.
8. Shall not be authorized to stop the Contractor's work.

SECTION V – TITLE VI ASSURANCES

During the performance of this Agreement, the ENGINEER, for itself, its assignees and successors in interest agree as follows:

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereinafter incorporated by reference and made a part of this contract.
- B. Non-Discrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of

subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.

- C. Solicitations for Subcontracts, Including Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by the ENGINEER for work to be performed under a subcontract, including procurement of materials or leases of equipment, such potential subcontractor or supplier shall be notified by the ENGINEER of the ENGINEER's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
- D. Information and Reports. The ENGINEER shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of an engineer is in the exclusive possession of another who fails or refuses to furnish this information, the ENGINEER shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Non-Compliance. In the event of the ENGINEER's non-compliance with the non-discrimination provisions of this Agreement, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - 1. Withholding of payments to the ENGINEER under the Agreement until the ENGINEER complies; and/or
 - 2. Cancellation, termination, or suspension of the Agreement in whole or in part.
- F. Incorporation of Provisions. The ENGINEER shall include the provisions of Paragraphs A through E of Section D.10. in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The ENGINEER shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the ENGINEER may request the OWNER, and, in addition, the ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.
- G. DBE Assurances:
 - 1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have a maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.
 - 2. DBE Obligation. The ENGINEER agrees to ensure that DBE's participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard, the ENGINEER shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. The ENGINEER or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

Clearwater Consultants, Inc. Fee Schedule - 2015

Principal/Project Manager	\$ 165.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 135.00/Hour
Engineer Intern	\$ 95.00/Hour
CAD Draftsman	\$ 85.00/Hour
RPR/Field Technician III	\$ 85.00/Hour
RPR/Field Technician II	\$ 75.00/Hour
RPR/Field Technician I	\$ 55.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour
Process Design Consultant	\$ 195.00/Hour

Travel

Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.

Lodging & Meals	Actual Cost
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<i>Other Direct Expenses</i>	Actual Cost + 15%
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City of Starkville

Clearwater Consultants, Inc.

Honorable Parker Wiseman, Mayor

Carey Hardin, P.E., President

Date: October __, 2015

Date: October __, 2015



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-6-2015
PAGE: 1

SUBJECT: CONSIDERATION OF THE APPROVAL OF THE SPECIAL EVENTS
APPLICATION FOR THE FROST BITE HALF MARATHON WITH THE
EVENT SCHEDULED FOR JANUARY 30, 2016.

**REQUESTING
DEPARTMENT:**
Community Development

**DIRECTOR'S
AUTHORIZATION:** Daniel Havelin, City Planner

FOR MORE INFORMATION CONTACT: Wes Gordon (662)-418-7783
Brad Jones (662) -769-7622

PURCHASING: N/A

DEADLINE: N/A

BOARD AND COMMISSION ACTION: The City's Special Event Committee reviewed the application on September 24, 2015. Copies of staff comments are attached.

AUTHORIZATION HISTORY:

ADDITIONAL INFORMATION: The Special Event Committee has reviewed the request for a Special Event which was applied for by Wes Gordon and Brad Jones, estimated costs and in-kind services of the city are:

Police:	\$2,000.00
Fire:	0
Sanitation:	\$475.00
Electric:	\$200.00
 Total	 \$ 2,675.00

SUGGESTED MOTION:

MOVE APPROVAL OF THE SPECIAL EVENTS APPLICATION FOR THE FROST BITE HALF MARATHON WITH THE EVENT SCHEDULED FOR JANUARY 30, 2016. WITH IN-KIND SERVICES FROM THE CITY OF STARKVILLE IN THE AMOUNT OF TWO THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$2,675.00).

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 WES GORDON BRAD JONES		Organization Name FROSTBITE HALF MARATHON	
Address 204 WILLOW BEND		City STARKVILLE	State MS
E-Mail Address		Zip 39759	
Web Site Address COMING SOON			
Telephone Number 662-418-7783	Facsimile	Mobile Number 662-769-7622	Pager Number
Type of Organization ☒ Individual ☐ Charitable ☐ Non-Profit Organization (501.C3 Tax Identification # _____) ☐ For Profit Organization ☐ Other _____			
On-Site Contact WES GORDON BRAD JONES		Mobile Number for On-Site Contact 662-418-7783 662-769-7622	

EVENT INFORMATION

Event Name FROSTBITE HALF		Event Date(s) 1-30-16		Time				
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 JANUARY 2015						
		What was past attendance? 325						
Is this event open to the public? ☒ Yes ☐ No		Admission/Entry Fee 50		Estimated Total Budget \$20,000.-				
Proposed Area (check all that apply)		☒ Cotton District ☒ Main Street ☐ City Park ☒ Other MSU CAMPUS & STARKVILLE HISTORIC DISTRICT						
Setup: (first item to be loaded in on site) Date: 1-30-16 Time: 6 am		Teardown: (last item removed) Date: 1-30-16 Time: 2:00 PM		Estimated Attendance <table border="1"> <tr> <td>Participants: 400</td> <td>Spectators: 400</td> <td>Est. # Hotel Rooms: /</td> </tr> </table>		Participants: 400	Spectators: 400	Est. # Hotel Rooms: /
Participants: 400	Spectators: 400	Est. # Hotel Rooms: /						
Known Current Sponsor(s) NONE YET		Beneficiary(ies) FCA						

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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? [X] Yes [] No	If Yes, provide Current Known Vendor Names/Telephone # CHIL FILA
Open Flames or Cooking [] Yes [X] No * Please show location of cooking areas on site plan * Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.	Type of Fuel [] Gas (check all that apply) [] Electric [] Charcoal [] Other _____

Does the event propose closing, blocking or using public streets? ☒ Yes [] No If yes, a road closure plan complete with barricades and signage shall be submitted.	Street:	Closing	Opening
		Day/Time	Day/Time
	☒ Main Street/University	1:30-10:00 am	1:30-10:00
	[] Russell Street		
	[] Other		

Tents or Canopies ☒ Yes ☐ No Applicable if larger than 20' x 15'	If Yes, provide the following: Company
Approximate Number of Tents/Size(s) 10 x 10' 20 TENTS	

Temporary Perimeter Fencing ☐ Yes ☒ No *Indicate fence locations on site plan	If Yes, provide the following: Company
	Provide approximate dimensions of fenced area

Restrooms, Dumpsters, Sinks	☒ Yes ☐ No	If Yes, provide the following: Company WAF 2 GO
Other Requirements?	☐ Yes ☒ No	Number of: _____ Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks
Explain		

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Trash Collection	☐ Yes ☒ No	Requirements:	
Street Sweeper	☐ Yes ☒ No		
Extra Pickups	☐ Yes ☒ No	Number of Workers	Hours

Electrical Services	☐ Yes ☒ No	Requirements:	
*Event must use a licensed electrician		Supplemental	☐ Generator(s) # _____
		Equipment	☐ Light Tower(s) # _____
		(Check all that apply)	

Professional Parking/Valet	☐ Yes ☒ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone

Climate Control	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Type	☐ Fan (pedestal, box, etc.)
		(check all that apply)	☐ Mist/Air
			☐ Air-conditioning
			☐ Heater(s)

Pyrotechnics / Laser / Special Effects	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget

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Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.

- | | | |
|---|--|--|
| ☐ a. Animals | ☐ g. Decorator/scenery | ☐ m. Security |
| ☒ b. Barricades | ☐ h. Drawing or raffle | ☐ n. Shuttle bus/tram |
| ☐ c. Bicycles | ☒ i. First Aid Station | ☒ o. Signs/banners |
| ☐ d. Bleachers | ☐ j. Golf Carts | ☐ p. Ticket agent |
| ☒ e. Booths - Vendors handing out items | ☐ k. Inflatable's | ☐ q. Video Production/Photography |
| ☐ f. Booths - Vendors selling | ☒ l. Road Closure | ☐ r. Other _____ |

Explanation of items checked above (list letter for reference):

B. BARRICADES TO BLOCK OFF START FINISH AREA ON MAIN STREET

E. RACE DAY PROMOTIONS

I. FIRST AID @ START FINISH

L. CLOSE ONE BLOCK FOR START FINISH ON MAIN STREET

O. START FINISH SIGNS ? COURSE SIGNS

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

Name of Insurance Agency <u>GCM</u>		
Name of Insurance Agent <u>WILLIAM HUBBARD</u>		
Address 		
City <u>STARKVILLE</u>	State <u>MS</u>	Zip <u>39759</u>
Phone 	Fax 	Policy#

City of Starkville - Building Department

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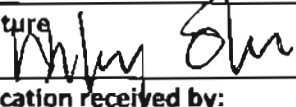
Fax: (662) 323-4143

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

Contact Name	JENN EMBORY	Contact Name	SETH ONAN
Company	MAIN STREET	Company	
Telephone #	662.657.1711	Telephone #	418.1000
Relationship	FRIEND	Relationship	FRIEND

Contact Name	TOM ROBERTSON	Contact Name	THOMAS BOUZELOUX
Company	LOP	Company	MSU TEAM OF STUDENTS
Telephone #	662.418.9127	Telephone #	662.312.1546
Relationship	FRIEND	Relationship	CO-WORKER

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

Signature	 	Date:	7/14/15
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)

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

WES GORDON & BRAD JONES (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.

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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: _____

TITLE: _____

ATTEST:

BY: _____

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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 WES GORDON BRAD JONES		Organization Name STARKVILLE HALF MARATHON	
Address 204 Willow Bend	City Starkville	State MS	Zip 39759
E-Mail Address		Web Site Address	
Telephone Number 662-446-7468 662-769-7622		Facsimile	Mobile Number SAME
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other			

EVENT INFORMATION

Event Name FROSTBITE HALF MARATHON	Event Date(s) Jan 30, 2016	Event Time 10am
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: Event that has happened for 30 years & people of Starkville & surrounding areas look forward to Funding request in dollars:		Other sources of event funding:

City of Starkville - Building Department

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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 aid from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.

SIGNATURE OF APPLICANT

DATE

SPONSORSHIP REQUEST

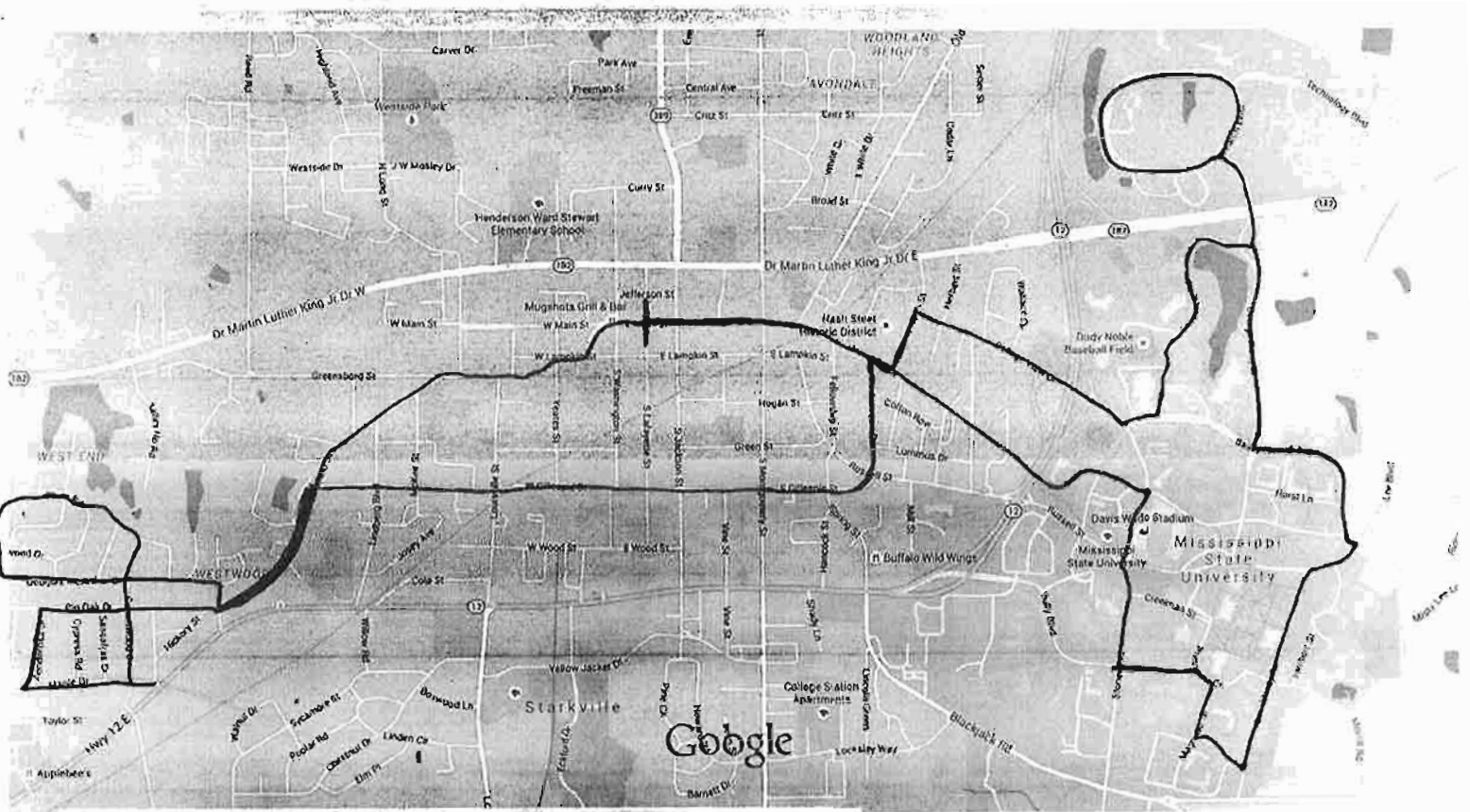
The City of Starkville shall consider Event sponsorship opportunities on a case-by-case basis. To be considered for such funds, Promoter shall submit the completed Sponsorship application at the time the Event application is submitted to the Building Department. The Committee shall review the request 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.



Traffic; Bicycling, Terrain, Directions

Map data ©2015 Google 1000 ft



Special Events Check List

Event: Frostbite Half Marathon

Date: 1/30/16

Event Time: 6 am to 2 pm

Setup/Takedown Time: 6 am to 2 pm

Services Needed:

Yes

No

☒☐

Police Department

Cost: \$2000.00

☒☐

Sanitations

Cost: \$475.00

☐☒

Fire Department

Cost:

☒☐

Electric Department

Cost: \$200.00

☐☒

Parks and Rec

Cost:

**STARKVILLE
POLICE DEPARTMENT**

R. FRANK NICHOLS
CHIEF OF POLICE

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

TELEPHONE
662-323-4135

To: Mr. Daniel Havelin

From: Sergeant Andy Fultz

Date: 22 September 2015

Re: Frostbite Half Marathon Cost Estimate

At the current time we believe that this event can be run with a total of eight (8) officers. These eight officers will be available one hour before setup begins, throughout the duration of the event and one hour after teardown is scheduled to end. That is a total of 80 man-hours at a rate of \$25.00 per hour for a total estimated cost of \$2000.00.

Daniel Havelin

From: Emma Gandy <emma@cityofstarkville.org>
Sent: Monday, September 28, 2015 10:04 AM
To: 'Tammy Carlisle'
Cc: D.havelin@cityofstarkville.org
Subject: RE: Frost Bite Half Marathon

COST ESTIMATE:

Frostbite 2016

Labor	\$ 415.00
Garbage Bags	\$ 10.00
Fuel	<u>\$ 50.00</u>
Total	\$ 475.00

COST ESTIMATE:

Life of Pink

Labor	\$ 150.00
Garbage Bags	\$ 10.00
Fuel	<u>\$ 25.00</u>
Total	\$ 185.00

From: Tammy Carlisle [mailto:t.carlisle@cityofstarkville.org]
Sent: Friday, September 25, 2015 11:13 AM
To: emma@cityofstarkville.org
Cc: 'Daniel Havelin'
Subject: Frost Bite Half Marathon

Hi Emma,

Can I get the cost estimate for the Frost Bite Marathon ? just wanting to get the agenda squared away.

Tammy Carlisle,

SR EX AST
Board of Aldermen,
Community Development
101 Lampkin Street
Starkville, MS 39759
(662) 323-4583 ext. 129



This email has been checked for viruses by Avast antivirus software.

www.avast.com

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4830 / Virus Database: 4365/10697 - Release Date: 09/25/15



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-6-2015
PAGE: 1

SUBJECT: CONSIDERATION OF THE APPROVAL OF THE SPECIAL EVENTS APPLICATION FOR THE PUMPKINPALOOZA. THE EVENT IS SPONSORED BY THE GSDP/ STARKVILLE MAIN STREET ASSOCIATION AND IS SET TO OCCUR ON OCTOBER 9, 2015 FROM 6:00 P.M. UNTIL 8:00 P.M.

**REQUESTING
DEPARTMENT:**
Community Development

**DIRECTOR'S
AUTHORIZATION:** Daniel Havelin, City Planner

FOR MORE INFORMATION CONTACT: Jennifer Prather at 662-323-3322

PURCHASING: N/A

DEADLINE: N/A

BOARD AND COMMISSION ACTION: The City's Special Event Committee reviewed the application on September 24, 2015. Copies of staff comments are attached

AUTHORIZATION HISTORY: This is an annual event and the Board has approved similar requests in the previous years.

ADDITIONAL INFORMATION: The Special Event Committee has reviewed the Greater Starkville Development Partnership's request for a Special Event. The estimated costs and in-kind services of the city are:

Police:	\$1,000.00
Fire:	0
Sanitation:	\$600.00
Electric:	\$208.91
Total	\$ 1,808.91

SUGGESTED MOTION:

MOVE APPROVAL OF THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP'S SPECIAL EVENT REQUEST FOR PUMPKINPALOOZA, SET TO OCCUR ON OCTOBER 9, 2015 FROM 6:00 P.M. UNTIL 8:00 P.M., WITH IN-KIND SERVICES FROM THE CITY OF STARKVILLE IN THE AMOUNT OF ONE THOUSAND EIGHT HUNDRED AND EIGHT DOLLARS AND NINETY ONE CENTS (\$1808.91).

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <u>Jennifer Prather</u>		Organization Name <u>GSPP</u>	
Address <u>200 E. Main Street</u>		City <u>Starkville</u>	State <u>MS</u> Zip <u>39759</u>
E-Mail Address <u>jprather@starkville.org</u>		Web Site Address <u>VisitStarkville.org</u>	
Telephone Number <u>323-3322</u>	Facsimile <u>323-5815</u>	Mobile Number <u>418-0533</u>	Pager Number
Type of Organization ☐ Individual		☐ Non-Profit Organization (501.C3 Tax Identification # _____)	
☐ Charitable		☒ Other <u>partnership</u>	
☐ For Profit Organization			
On-Site Contact <u>Jennifer Prather</u>		Mobile Number for On-Site Contact <u>418-0533</u>	

EVENT INFORMATION

Event Name <u>Pumpkinpalooza</u>		Event Date(s) <u>Oct. 9, 2015</u>		Time <u>6-8 pm</u>	
Type of Event: (check all that apply)		☒ Carnival	☐ Fundraiser	☐ Run/Walk	
		☐ Concert/Performance	☐ Parade	☐ Sports/Recreational	
		☒ Festival	☐ Private Gathering	☐ Other _____	
		☐ Professional Filming	☐ Reception		
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>2009-2014</u>			
		What was past attendance? _____			
Is this event open to the public? ☒ Yes ☐ No		Admission/Entry Fee <u>free</u>		Estimated Total Budget <u>\$5000</u>	
Proposed Area (check all that apply)		☐ Cotton District			
		☒ Main Street <u>Jackson - Washington</u>			
		☐ City Park			
		☐ Other _____			
Setup: (first item to be loaded in on site)		Teardown: (last item removed)		Estimated Attendance	
Date: <u>10/9/15</u>		Date: <u>10/9/15</u>		Participants: <u>6500 +</u>	Spectators: _____
Time: <u>3:00pm</u>		Time: <u>9:00 pm</u>		Est.# Hotel Rooms: _____	
Known Current Sponsor(s) <u>Starkville Main St. Assoc.</u>			Beneficiary(ies)		

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☒ Yes ☐ No	If Yes, provide the following: ☒ Recorded Music <u>WFLA</u> ☐ 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 * Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>	Type of Fuel ☐ Gas (check all that apply) ☐ Electric ☐ Charcoal ☐ Other
--	--

Does the event propose closing, blocking or using public streets? ☒ Yes ☐ No If yes, a road closure plan complete with barricades and signage shall be submitted. <u>ate attached</u>	Street: Closing Opening Day/Time Day/Time ☒ Main Street/University <u>10/9/15 03p</u> <u>10/9/15 7pm</u> ☐ Russell Street ☐ Other
--	--

Tents or Canopies ☐ Yes ☒ No Applicable if larger than 20' x 15'	If Yes, provide the following: Company
Approximate Number of Tents/Size(s)	

Temporary Perimeter Fencing ☐ Yes ☒ No <i>*Indicate fence locations on site plan</i>	If Yes, provide the following: Company
Provide approximate dimensions of fenced area	

Restrooms, Dumpsters, Sinks ☐ Yes ☒ No	If Yes, provide the following: Company
Other Requirements? ☐ Yes ☐ No	Number of: _____ Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks
Explain	

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Trash Collection	☒ Yes [] No	Requirements:	
Street Sweeper	☒ Yes [] No	regular game day services	
Extra Pickups	[] Yes [] No		
		Number of Workers	Hours

Electrical Services	☒ Yes [] No	Requirements:	
*Event must use a licensed electrician			
- electrical pedestals		Supplemental	[] Generator(s) #
- electrical on light poles		Equipment	[] Light Tower(s) #
Ⓢ Washington, Lafayette, Jackson		(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:	
Inflatable jumpers		Company	
		Contact Name	Phone
		Brandon	769-2665

Climate Control	[] Yes ☒ No	If Yes, provide the following:	
		Company	
		Type	[] Fan (pedestal, box, etc.)
		(check all that apply)	[] Misting Air
			[] Air-conditioning
			[] Heater(s)

Pyrotechnics / Laser / Special Effects	[] Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone
Day/Time of Show	Length of Show (In minutes)	Products Used	Show Budget

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Please check all items that apply to your event. Provide a detailed explanation in the space provided for each item checked.

☐ a. Animals

☐ b. Barricades

☐ c. Bicycles

☐ d. Bleachers

☒ e. Booths - Vendors handing out items

☒ f. Booths - Vendors selling

☒ g. Decorator/scenery

☐ h. Drawing or raffle

☐ i. First Aid Station

☐ j. Golf Carts

☒ k. Inflatable's

☒ l. Road Closure

☐ m. Security

☐ n. Shuttle bus/tram

☐ o. Signs/banners

☐ p. Ticket agent

☐ q. Video Production/Photography

☐ r. Other _____

Explanation of items checked above (list letter for reference):

- Trick or treating to merchants
- community market vendors
- MSU Rep Rally
- MSU fashion board - live window models
- pumpkin patch
- games
- Road closed → Main (Jackson → Washington)

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

Name of Insurance Agency

gum

Name of Insurance Agent

Address

City

State

Zip

Phone

Fax

Policy#

City of Starkville - Building Department

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Starkville, MS 39759

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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:
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)

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

GoDP | Jennifer Bratner (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.

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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:

TITLE:

Jennifer Chatham
Special Events & Projects Coord.

ATTEST:

BY:

Brittney Young



City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

APPLICANT INFORMATION

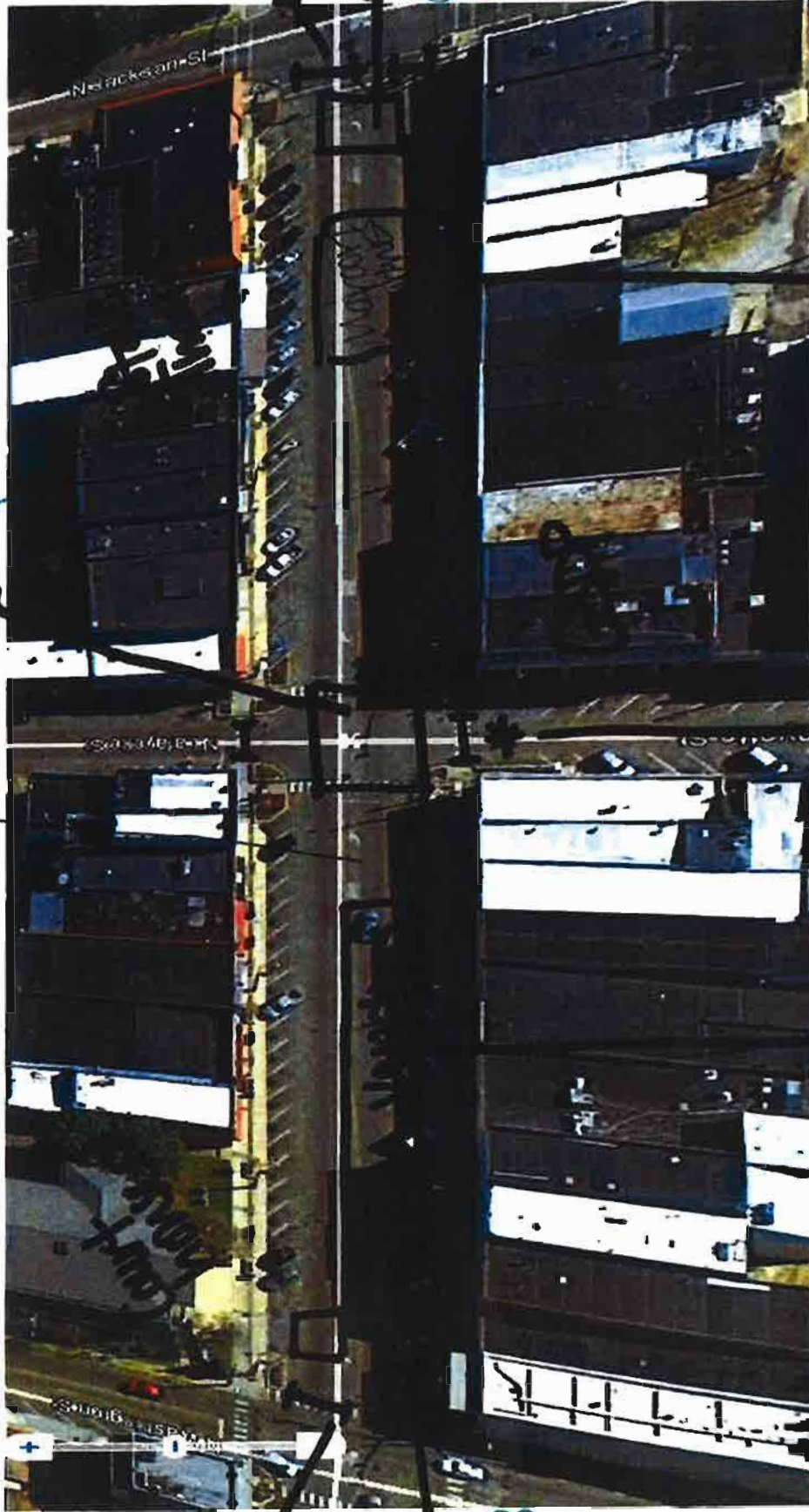
This sponsorship request will be attached to and become part of the Event Application

Applicant Name <i>Jennifer Prather</i>		Organization Name <i>JSOP</i>	
Address <i>200 E. Main St</i>	City <i>Starkville</i>	State <i>MS</i>	Zip <i>39759</i>
E-Mail Address <i>jprather@starkville.org</i>		Web Site Address <i>visit.starkville.org</i>	
Telephone Number <i>323-3322</i>	Facsimile <i>323-5815</i>	Mobile Number <i>418-0533</i>	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other			

EVENT INFORMATION

Event Name <i>Pumpkin palooza</i>	Event Date(s) <i>10/9/15</i>	Event Time <i>6-8pm</i>
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: <i>trash collection</i> <i>electrical services</i> <i>street closure</i> Funding request in dollars: Other sources of event funding:		

Smart
hunted
Pumpkin
Patch



closure
light pole
electricity

bus stop
Next light pole

WZA truck
(music)
elec. from light
poles

Starkville
Community
Market
Vendors

closure
light pole
electricity

Special Events Check List

Event: Pumpkinpalooza

Date: 10/9/15

Event Time: 6 pm to 8 pm

Setup/Takedown Time: 3 pm to 10 pm

Services Needed:

Yes

No

☒☐

Police Department

Cost: \$1000.00

☒☐

Sanitations

Cost: \$600.00

☐☒

Fire Department

Cost:

☒☐

Electric Department

Cost: \$208.91

☐☒

Parks and Rec

Cost:



R. Frank Nichols
CHIEF OF POLICE

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

TELEPHONE
662-323-4135

PUMPKINPALOOZA 2015

The Starkville Police will deploy four (4) officers, one supervisor, and one (1) message board and one (1) supervisor to block off Main Street at Washington and Jackson, also Lafayette will be blocked off at the entrance to the city parking lot and Lampkin street. These locations will be blocked at 1400 hours and officers will remain on crowd control until 2200 when the streets will be opened back up to vehicular traffic.

Estimated Man Hours:

40

Estimated Manpower-only cost:

\$1000

TOTAL ESTIMATE = \$1000.00

“PROTECT AND SERVE”

From: Emma Gandy [<mailto:emma@cityofstarkville.org>]
Sent: Monday, September 21, 2015 3:53 PM
To: 'Tammy Carlisle' <t.carlisle@cityofstarkville.org>
Subject: RE: Pumpkinpalooza- Special Events Permit Request

Comment:

Main Street to remain closed while Sanitation Department is cleaning street.

COST ESTIMATE:

Pumpkinpalooza 2015

Labor/Sweeper	\$ 560.00
Garbage Bags	\$ 10.00
Fuel	<u>\$ 30.00</u>
Total	\$ 600.00

Daniel Havelin

From: Jason Horner <JasonH@starkvilleelectric.com>
Sent: Thursday, September 24, 2015 10:58 AM
To: Daniel Havelin
Subject: RE: Pumpkinpalooza- Special Events Permit Request

Daniel,

Our cost for the Pumpkinpalooza will be \$208.91.

Thanks,

Jason Horner
System Engineer
Starkville Electric Department

Office (662)323-3133 EXT. 114
Fax (662)324-4025





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10/6/2015
PAGE: 1 of 15

SUBJECT: CU 15-10: Conditional Use request by Larry Fair to build residential units on a commercial zoned property.

Location: 208 and 210 Reed Road Zone: C-2 General Business

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ (662) 323-2525, Ext. 119

BOARD AND COMMISSION ACTION: September 8, 2015: The Planning & Zoning Commission voted to recommend approval of a conditional use to build residential units on commercially zoned parcels at 208 and 210 Reed Road with three conditions. A site plan has been submitted to staff to satisfy the requirements of condition three.

1. The lots will be aggregated into one lot and filed with the county prior to issuance of any building permits.
2. Additional parking for existing buildings to be provided for in the rear of existing buildings.
3. A site plan stamped by a registered professional surveyor or engineer must be submitted to staff prior to being considered by the Board of Aldermen.

RECOMMENDATION: "MOVE TO APPROVE THE CONDITIONAL USE WITH CONDITIONS TO BUILD RESIDENTIAL UNITS ON A COMMERCIAL ZONED PROPERTY AT 208 AND 210 REED ROAD"

Public notice for the subject issue was given by letter, posting of a sign, and an ad placed in the Starkville Daily News fifteen days prior to the subject hearing.

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: Larry Fair, Applicant/Owner
SUBJECT: CU 15-10 Request for Conditional Use to build residential units on commercially zoned parcels at 210 and 208 Reed Road with parcel numbers 118N-00-086.00 and 118N-00-087.00
DATE: September 8, 2015

The purpose of this report is to provide information regarding the request by Larry Fair for a Conditional Use to add additional rental houses to the existing two rental houses at 210 and 208 Reed Road in a C-2 General Business zone. Please see attachments 1-7.

BACKGROUND INFORMATION

Mr. Fair current owns both lots at 210 and 208 Reed Road. Currently there is one house on each lot. Both lots are zoned C-2 General Business. Mr. Fair is request the Conditional use to add three additional rental units to the rear of the property. According to the Permitted and Conditional Use Chart, dwelling units are required to have a Conditional Use permit in a C-2 zone.

Scale and intensity of use.

A site plan has not be submitted to the City staff at this time. However, Mr. Fair has indicated the proposed buildings would be of similar size to the existing buildings. The existing buildings are less than 1,000 sqft each.

On- or off-site improvement needs.

There are no off-site improvements being proposed

On-site amenities proposed to enhance the site.

No amenities are being proposed by the applicant for the site.

Site issues.

There are no known site issues regarding the intended use of the site.

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	C2	Single Family Residential
East	C2	Retail (Dollar General)

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: Larry Fair, Applicant/Owner
SUBJECT: CU 15-10 Request for Conditional Use to build residential units on commercially zoned parcels at 210 and 208 Reed Road with parcel numbers 118N-00-086.00 and 118N-00-087.00
DATE: September 8, 2015

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On-site amenities proposed to enhance the site.

No amenities are being proposed by the applicant for the site.

Site issues.

There are no known site issues regarding the intended use of the site.

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	C2	Single Family Residential
East	C2	Retail (Dollar General)

South	C2	Single Family Residential
West	C2	Undeveloped

10 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 on August 17, 2015 and a placard was posted on the property. As of this date, the Planning Office has received one phone call on August 25th and one letter against this request (see attachment 9).

ANALYSIS

Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

Land use compatibility.

The property is currently used as residential.

Sufficient site size and adequate site specifications to accommodate the proposed use.

The site is adequately sized to accommodate the proposed buildings.

Proper use of mitigative techniques.

None proposed

Hazardous waste.

No hazardous wastes or materials would be generated, used or stored at the site.

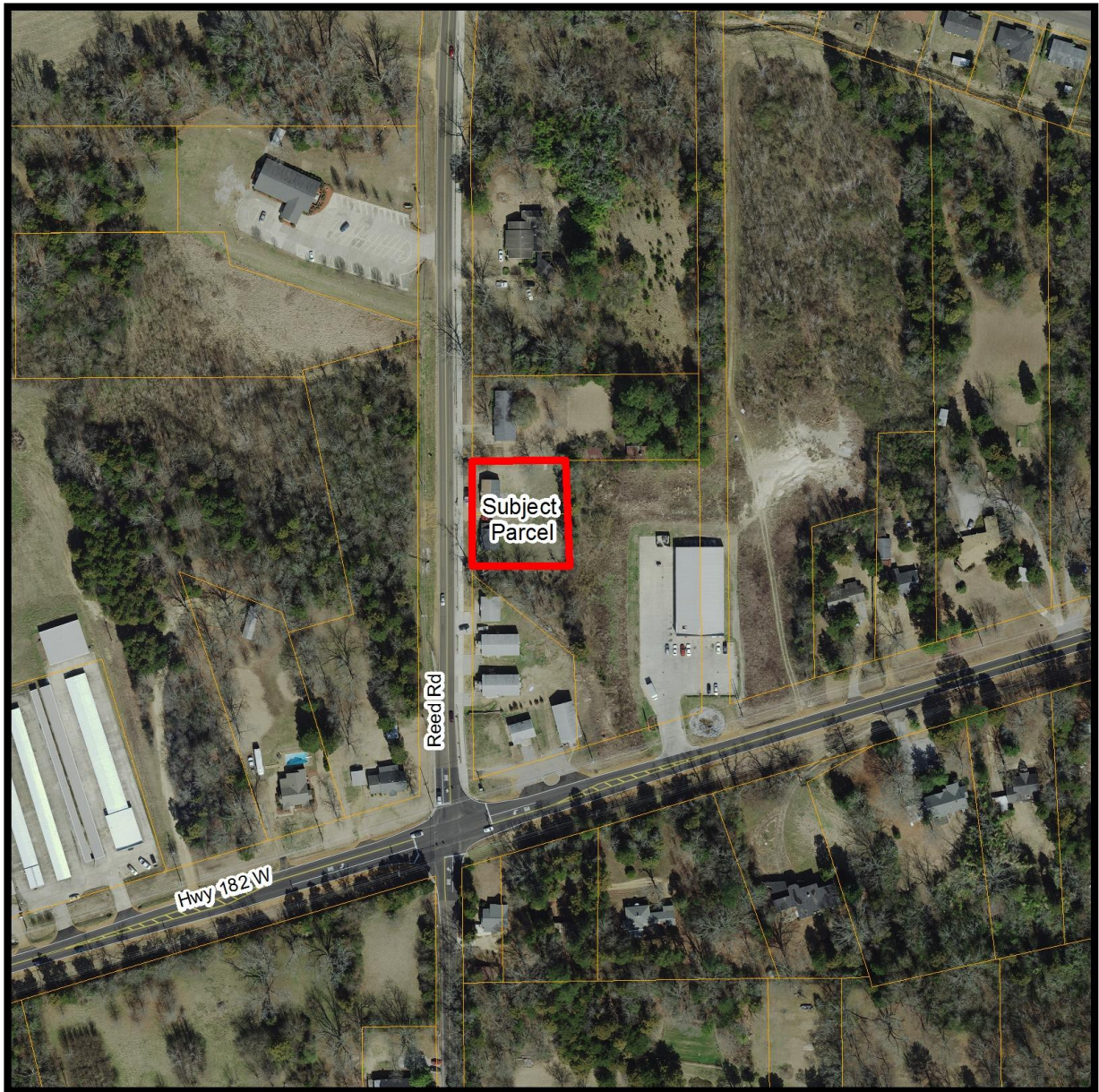
Compliance with applicable laws and ordinances.

The proposed structures will be required to meet all current building codes.

REQUESTED CONDITIONS

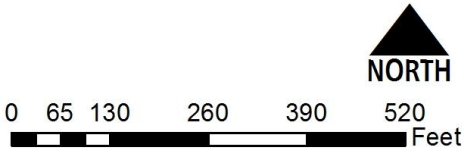
1. The lots will be aggregated into one lot and filed with the county prior to issuance of any building permits.
2. Additional parking for existing buildings to be provided for in the rear of existing buildings.
3. A site plan stamped by a registered professional surveyor or engineer must be submitted to staff prior to being considered by the Board of Aldermen.

Attachment 1
CU 15-10 Aerial

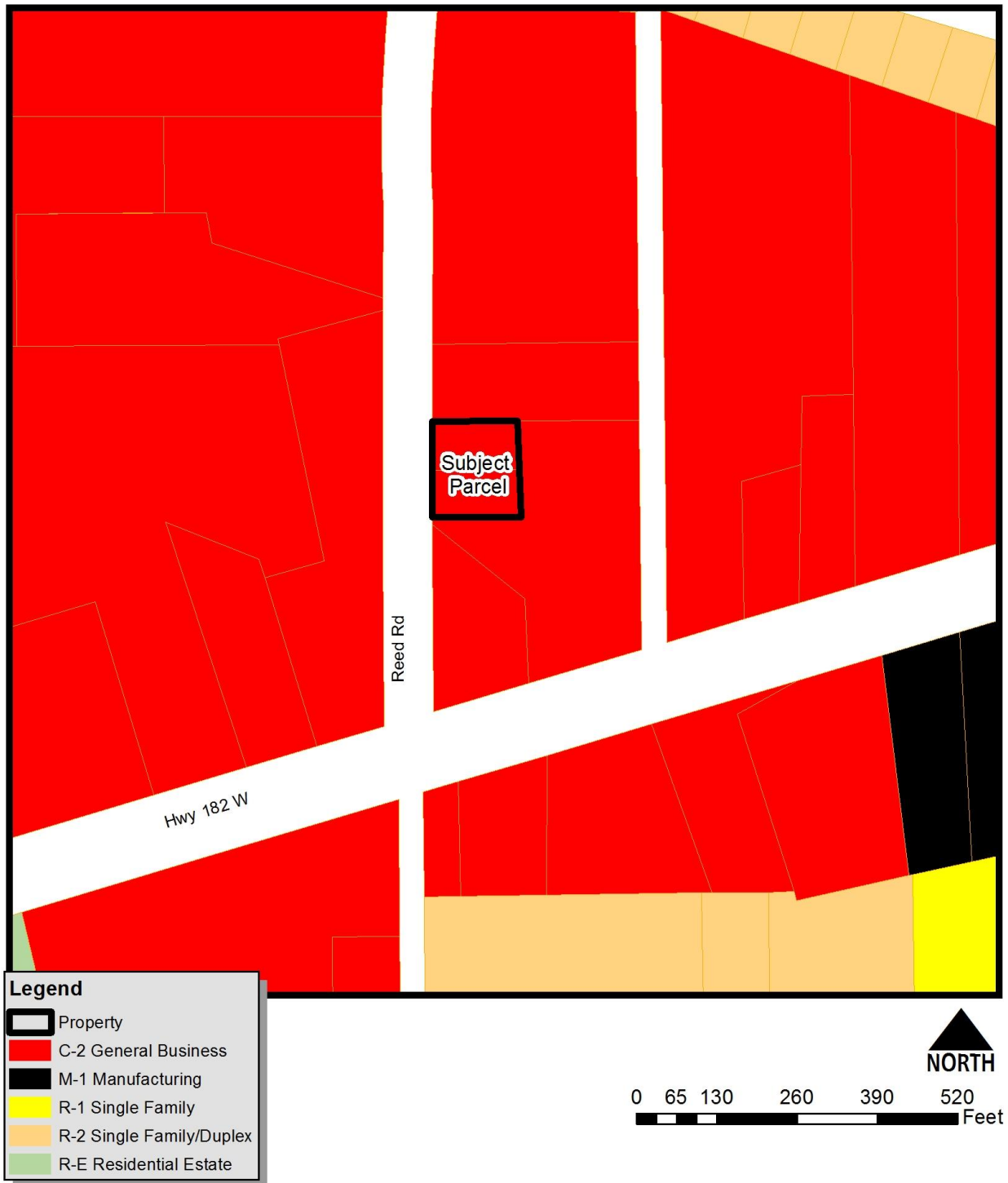


Legend

 Property



Attachment 2
CU 15-10 Zoning



Attachment 3

As Revised by P&Z



Birdeye view looking west at the subject property

Attachment 4

As Revised by P&Z



Attachment 5



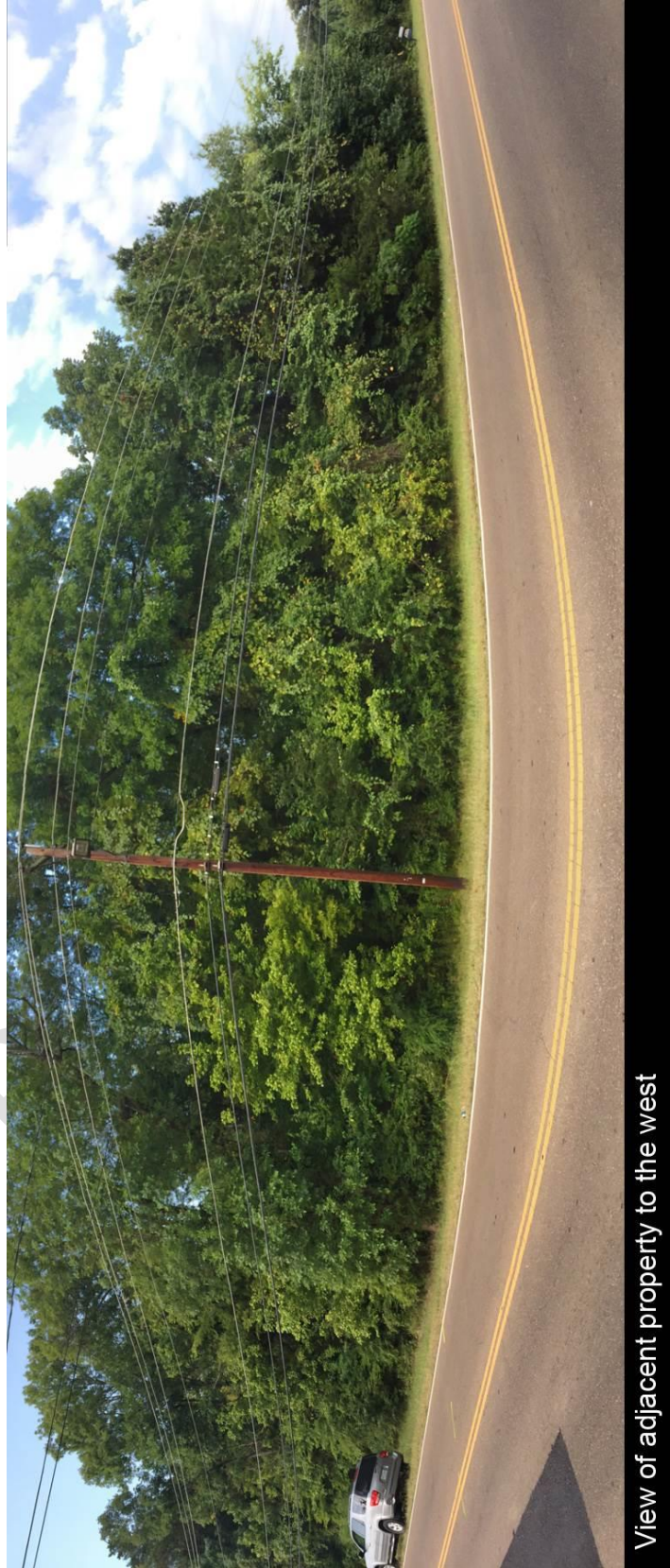
View of adjacent property to the south

Attachment 6



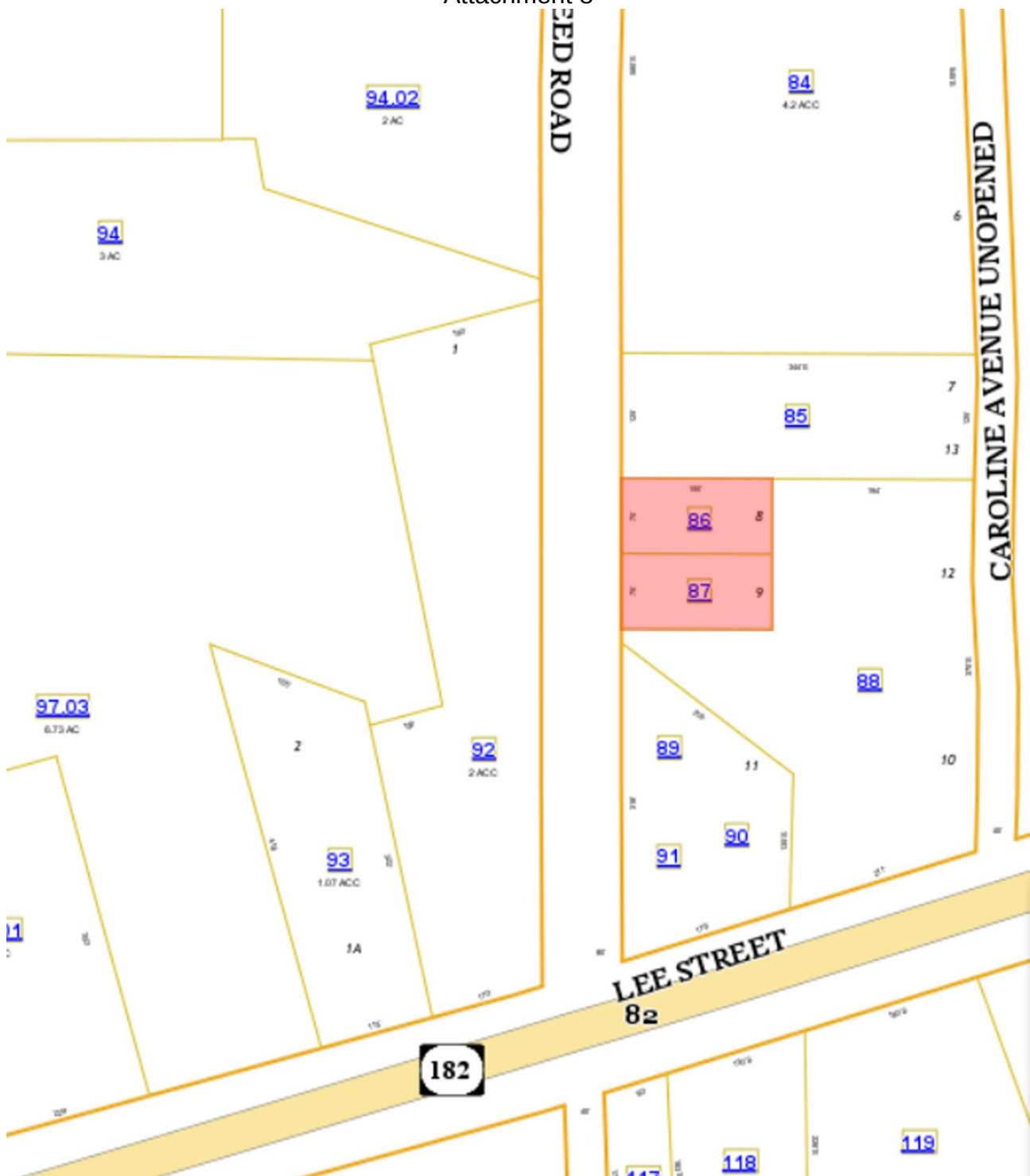
View of adjacent property to the north

Attachment 7



View of adjacent property to the west

Attachment 8



Subject properties are highlighted in red

Attachment 9

As Revised by P&Z

600 Dr. MLK Drive W
Starkville, Ms. 39759
August 25, 2015

Mr. Daniel Havelin
City Planner
101 E Lampkin St.
Starkville, Ms. 39759

Dear Mr. Havelin:

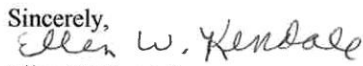
I am writing this letter to inform you I am against changing the zoning code on the property located at 208 and 210 Reed Road from C-2 to enable more residential properties to be constructed on this property.

This area is filled with HUD properties at this time and the residents cause many problems including barking dogs, loud radios, arguments among themselves and others. Adding more houses will only cause more problems in this area.

Several years ago a realtor had a potential buyer for my property and he wanted to build quality apartments, but was prevented due to zoning being C2. He went to the zoning board on my behalf as I didn't live here and was turned down without being given a reason. If the Reed Road property zoning is changed maybe you will change my zoning, also. What is fair for one is fair for another.

My parcel number is: 118N-00-092.00.

Thank you for contacting me about this matter.

Sincerely,

Ellen W. Kendall

South	C2	Single Family Residential
West	C2	Undeveloped

10 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 on August 17, 2015 and a placard was posted on the property. As of this date, the Planning Office has received one phone call on August 25th and one letter against this request (see attachment 9).

ANALYSIS

Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

Land use compatibility.

The property is currently used as residential.

Sufficient site size and adequate site specifications to accommodate the proposed use.

The site is adequately sized to accommodate the proposed buildings.

Proper use of mitigative techniques.

None proposed

Hazardous waste.

No hazardous wastes or materials would be generated, used or stored at the site.

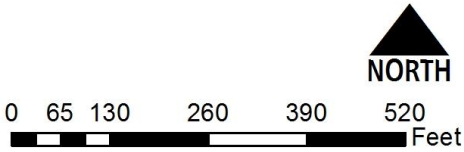
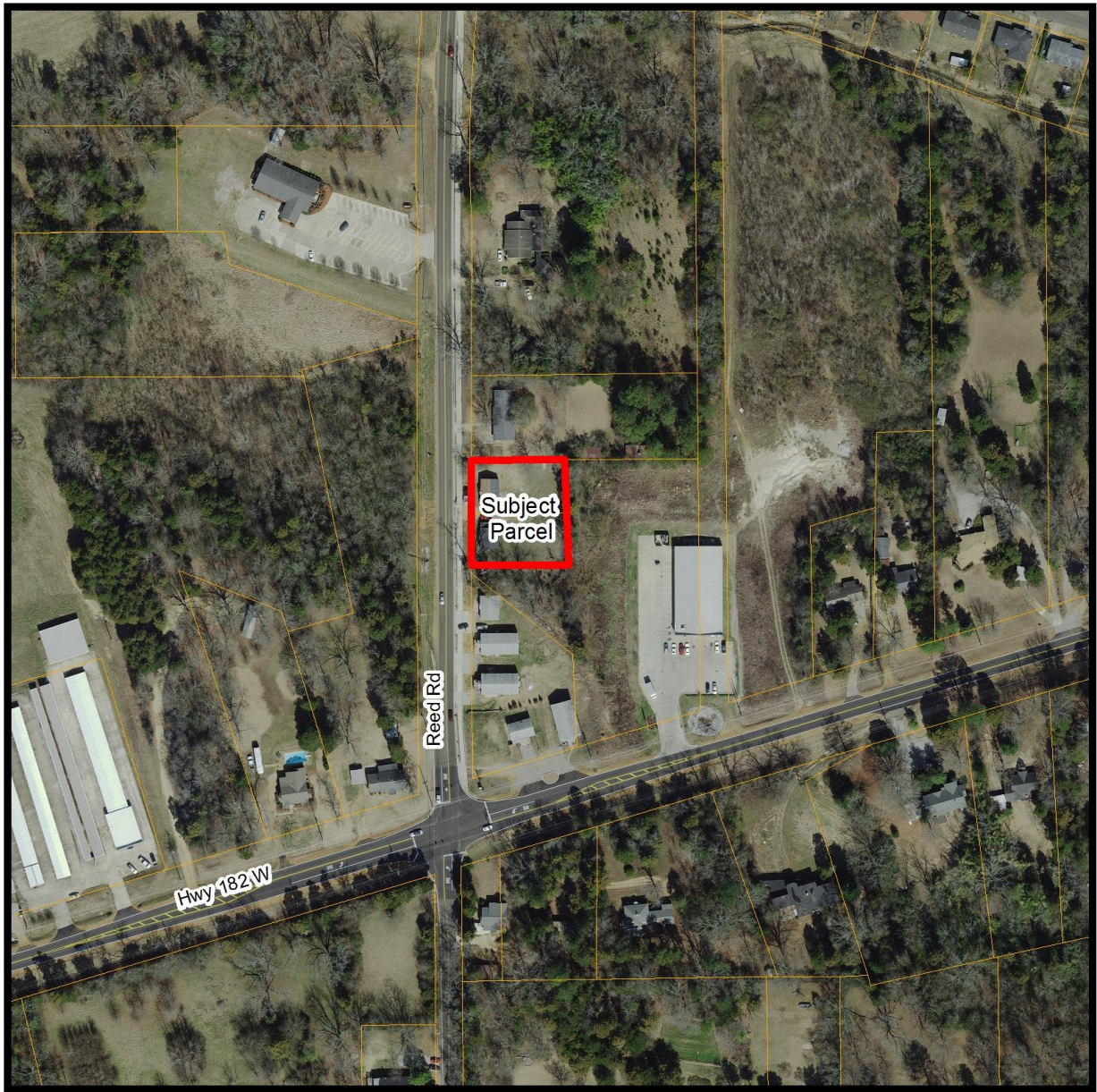
Compliance with applicable laws and ordinances.

The proposed structures will be required to meet all current building codes.

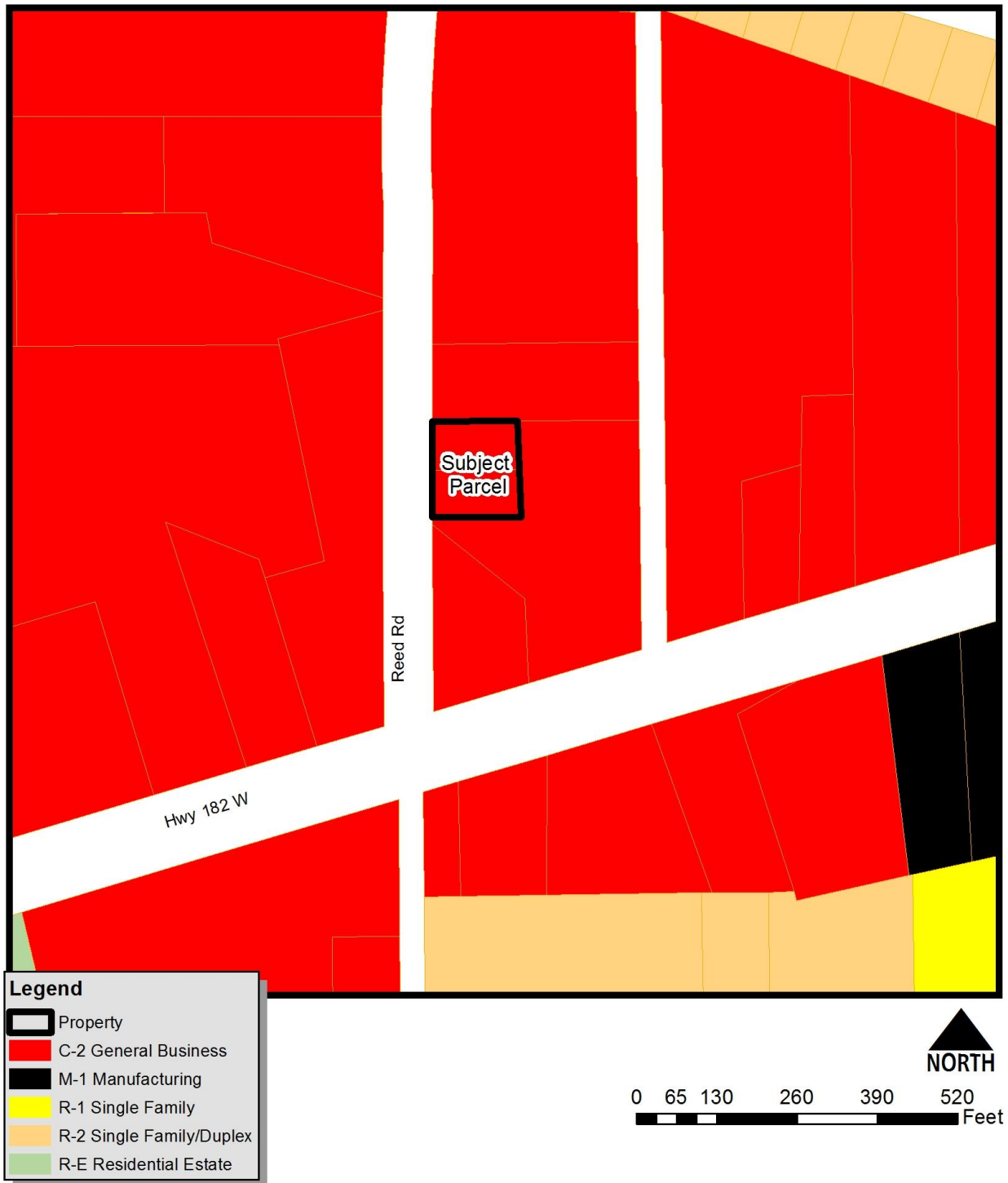
REQUESTED CONDITIONS

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CU 15-10 Zoning



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As Revised by P&Z



Birdeye view looking west at the subject property

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View looking west at subject property

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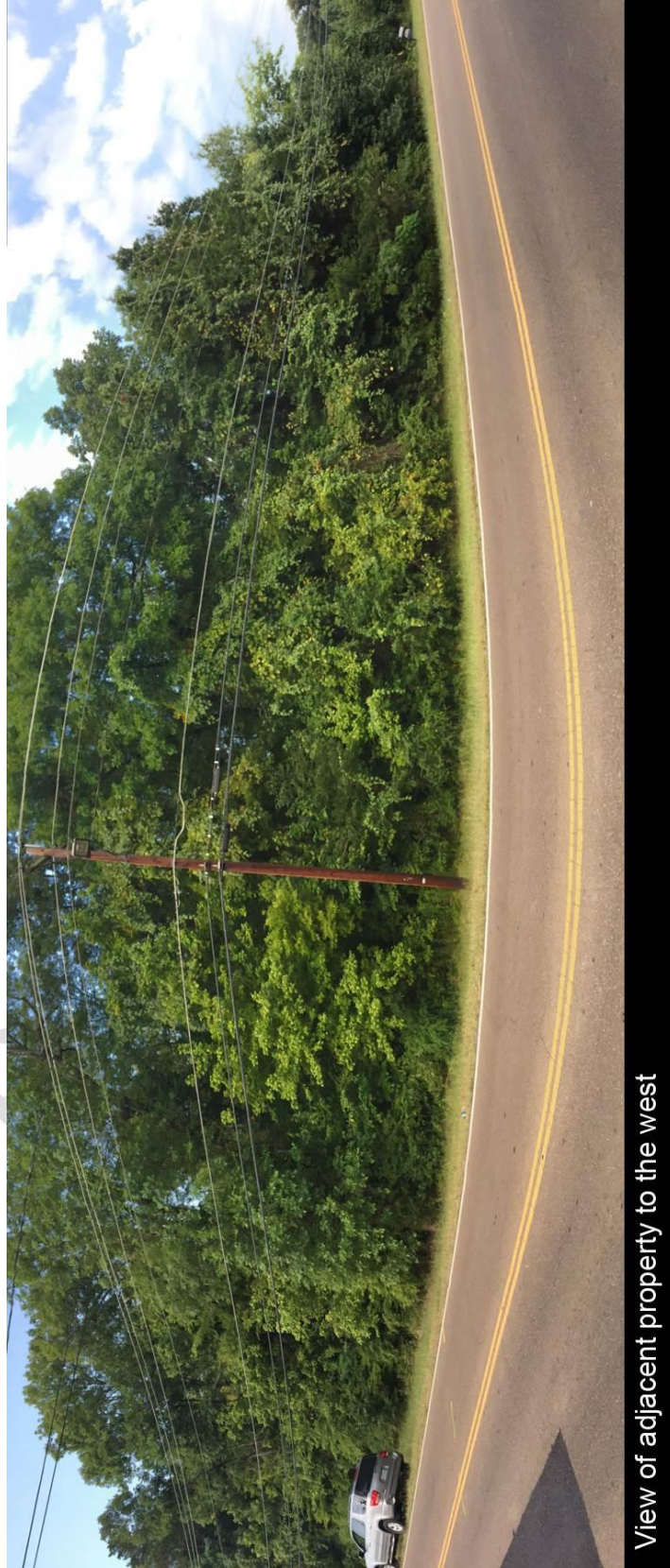
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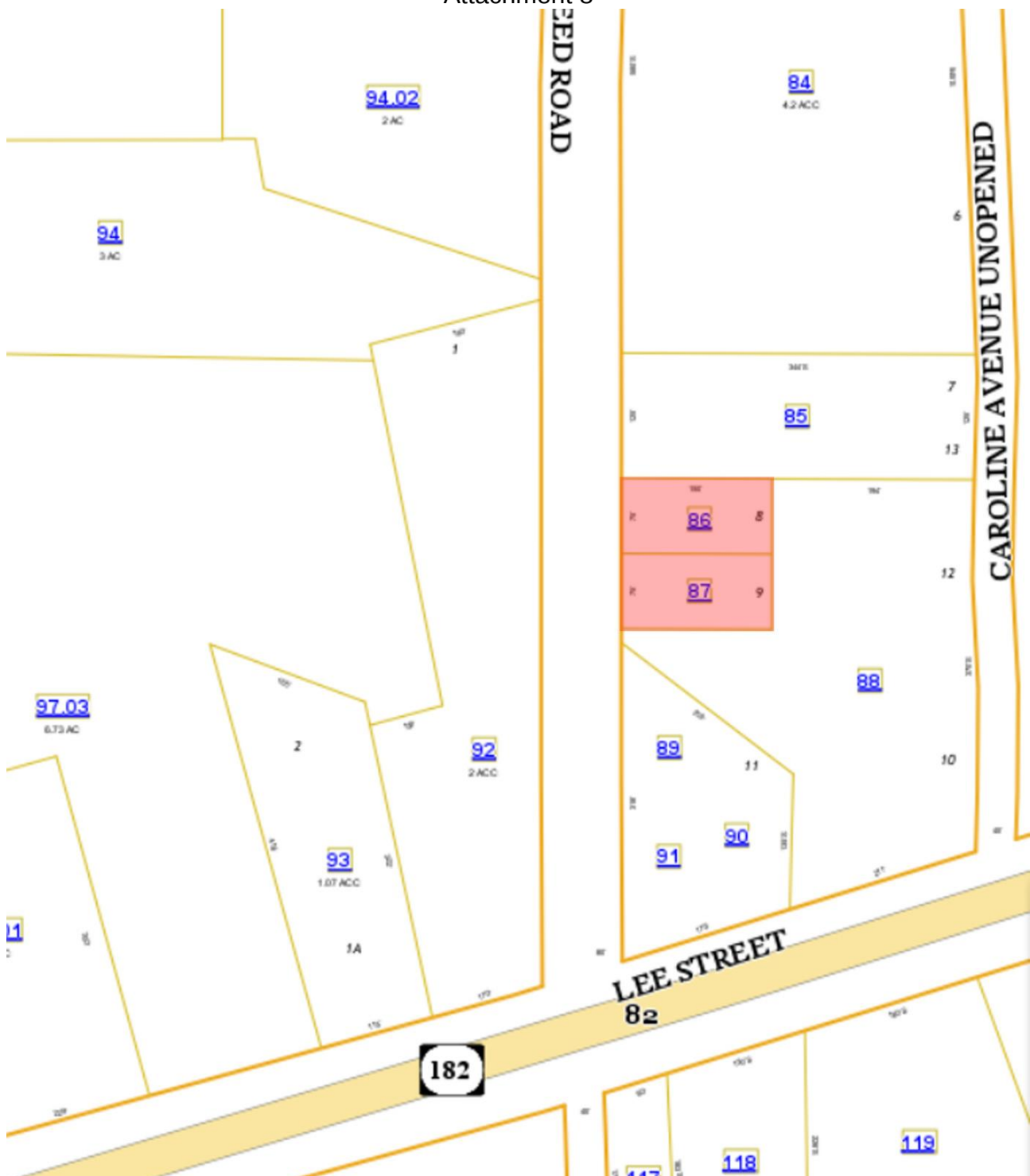
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View of adjacent property to the west

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Subject properties are highlighted in red

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As Revised by P&Z

600 Dr. MLK Drive W
Starkville, Ms. 39759
August 25, 2015

Mr. Daniel Havelin
City Planner
101 E Lampkin St.
Starkville, Ms. 39759

Dear Mr. Havelin:

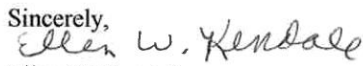
I am writing this letter to inform you I am against changing the zoning code on the property located at 208 and 210 Reed Road from C-2 to enable more residential properties to be constructed on this property.

This area is filled with HUD properties at this time and the residents cause many problems including barking dogs, loud radios, arguments among themselves and others. Adding more houses will only cause more problems in this area.

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My parcel number is: 118N-00-092.00.

Thank you for contacting me about this matter.

Sincerely,

Ellen W. Kendall



**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 LOW QUOTE FROM M.B. HAMPTON IN THE AMOUNT OF \$4964.00 FOR THE D.L. CONNER PAVED DITCH DRAINAGE PROJECT

AMOUNT & SOURCE OF FUNDING:
Ward 7 Discretionary Funds

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Engineering and Streets

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward C. Kemp, Alderman Vaughn

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 solicited quotes from concrete contractors to construct the Paved Flume drainage project on D.L. Conner Drive. This is a project that will help alleviate localized flooding and sever erosion occurring on two properties due to City storm water being conveyed through the backyards.

We received two quotes from local contractors:
Groundstone Construction \$5,610.00
M.B. Hampton, Your Friendly Craftsman: \$4,964.00

Suggested Motion: ACCEPT THE QUOTE FROM M.B. HAMPTON TO CONSTRUCT THE D.L. CONNER DRAINAGE PROJECT IN AN AMOUNT OF \$4964.00

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: XI.F.1.
AGENDA DATE October 6, 2015

SUBJECT: Claims Docket through September 30, 2015

AMOUNT & SOURCE OF FUNDING: FY 2014-2015 Budget

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING
September 30, 2015 IS \$1,049,655.77
*Reimbursed by Grant \$376,790.14***

SED CLAIMS DOCKET AMOUNT \$3,842,979.91

TOTAL AMOUNT TO BE PAID \$4,892,635.68

REQUESTING

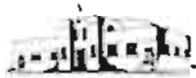
DIRECTOR'S

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 #10-06-15a for
Claims from all Departments through September 30, 2015 as listed.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
FLOWERS BY THE BUNCH	264180	09/30/2015	CARRITHERS	001-000-160-698		09/30/2015	134.00
STARKVILLE ELECTRIC	INV0015586	09/30/2015	ACCT#11078	001-000-054-208		09/30/2015	8,646.18
STARKVILLE ELECTRIC	INV0015587	09/30/2015	ACCT#13793	001-000-054-208		09/30/2015	4,856.18
STARKVILLE ELECTRIC	INV0015588	09/30/2015	ACCT#15702-001	001-000-054-208		09/30/2015	169.78
STARKVILLE ELECTRIC	INV0015590	09/30/2015	ACCT#15702-002	001-000-054-208		09/30/2015	437.85
STARKVILLE ELECTRIC	INV0015591	09/30/2015	ACCT#21757	001-000-054-208		09/30/2015	51.28
STARKVILLE ELECTRIC	INV0015592	09/30/2015	ACCT#10152	001-000-054-208		09/30/2015	357.11
FAIR OIL COMPANY	145246	09/30/2015	CONV REG	001-000-070-251		09/30/2015	13,983.66
COPY COW	554204	09/24/2015	PINK HEALS ORDER FORMS	001-000-160-618		09/24/2015	102.95
DELTACOM	110417950921150	09/30/2015	ACC#11041795	001-000-054-208		09/30/2015	72.54
Outstanding Total:							28,811.53
Paid							
JIMMY SIMS	INV0015564	09/25/2015	#1322984	001-000-149-691		09/25/2015	139.00
KANESHA HARRIS	INV0015565	09/25/2015	#1321493 OVERPAYMENT ON BOND	001-000-149-691		09/25/2015	400.00
FELTON WILLIAMS	INV0015570	09/25/2015	RESTITUTION FROM SYLVESTER JONES	001-000-330-135		09/25/2015	100.00
Paid Total:							639.00
Department 000 - UNDESIGNATED Total:							29,450.53
Department: 100 - BOARD OF ALDERMEN							
Outstanding							
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	001-100-604-330		09/18/2015	280.07
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-100-604-330		09/30/2015	200.69
Outstanding Total:							480.76
Paid							
DAVID LITTLE	INV0015571	09/25/2015	PER DIEM (CMO H'BURG 2015)	001-100-610-350		09/25/2015	207.00
Paid Total:							207.00
Department 100 - BOARD OF ALDERMEN Total:							687.76

Expense Approval Report

Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 110 - MUNICIPAL COURT							
Outstanding							
CANON SOLUTIONS AMERICA-BURLINGTON	906000	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-110-604-330		09/29/2015	9.59
LEXISNEXIS	3090303507	09/30/2015	AUGUST 2015 SERVICES	001-110-600-300		09/30/2015	321.00
CANON SOLUTIONS AMERICA-BURLINGTON	4016890201	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-110-604-330		09/29/2015	13.87
CANON SOLUTIONS AMERICA-BURLINGTON	4016891634	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-110-604-330		09/29/2015	13.13
CANON SOLUTIONS AMERICA-BURLINGTON	4016909525	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-110-604-330		09/29/2015	10.28
CANON FINANCIAL SERVICES, INC	15304473	09/23/2015	UCORU RENT	001-110-604-330		09/23/2015	46.00
REYNOLDS/RENASANT INSURANCE AGENCY	666526	09/23/2015	MARISSA MILAM #71704063	001-110-620-370		09/23/2015	175.00
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	001-110-604-330		09/18/2015	142.06
UNISTAR-SPARCO COMPUTERS, INC	1229234	09/30/2015	TONER	001-110-501-200		09/30/2015	54.94
UNISTAR-SPARCO COMPUTERS, INC	1229390	09/30/2015	KEYBOARD /MOUSE SET	001-110-501-200		09/30/2015	321.90
STRICKLAND COMPANIES	378796-0	09/30/2015	FILE FOLDERS /COPY PAPER	001-110-501-200		09/30/2015	301.85
Outstanding Total:							1,409.62
Department 110 - MUNICIPAL COURT Total:							1,409.62
Department: 120 - MAYORS OFFICE							
Outstanding							
CANON SOLUTIONS AMERICA-BURLINGTON	906000	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-120-604-330		09/29/2015	9.59
CANON SOLUTIONS AMERICA-BURLINGTON	4016890201	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-120-604-330		09/29/2015	13.87
CANON SOLUTIONS AMERICA-BURLINGTON	4016890717	09/29/2015	DRL72630 (UCOZ2) MAINT BASE	001-120-604-330		09/29/2015	5.00
CANON SOLUTIONS AMERICA-BURLINGTON	4016891146	09/29/2015	DRL72630 (UCOZ2) MAINT BASE	001-120-604-330		09/29/2015	5.00
CANON SOLUTIONS AMERICA-BURLINGTON	4016891634	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-120-604-330		09/29/2015	13.13
CANON SOLUTIONS AMERICA-BURLINGTON	4016891821	09/29/2015	NZG06107 (UC15Z) COPIER USAGE	001-120-604-330		09/29/2015	72.75
CANON SOLUTIONS AMERICA-BURLINGTON	4016909525	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-120-604-330		09/29/2015	10.28
CANON SOLUTIONS AMERICA-BURLINGTON	4016926783	09/29/2015	NZG06107 (UC15Z) COPIER USAGE	001-120-604-330		09/29/2015	53.65
CANON SOLUTIONS AMERICA-BURLINGTON	4016939065	09/29/2015	DRL72630 (UCOZ2) MAINT BASE	001-120-604-330		09/29/2015	5.00

Expense Approval Report

Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CANON FINANCIAL SERVICES, INC	15304473	09/23/2015	UCORU RENT	001-120-604-330		09/23/2015	46.00
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	001-120-604-330		09/18/2015	185.19
PETTY CASH VOUCHERS	INV0015556	09/23/2015	KROGER	001-120-503-202		09/23/2015	5.00
SULLIVAN'S OFFICE SUPPLY, INC.	183088	09/30/2015	OFFICE SUPPLIES	001-120-501-200		09/30/2015	47.58
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-120-604-330		09/30/2015	50.00
Outstanding Total:							522.04
Department 120 - MAYORS OFFICE Total:							522.04

Department: 123 - IT

Outstanding

CANON SOLUTIONS AMERICA-BURLINGTON	905579	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-123-604-330		09/29/2015	49.98
NORTHEAST EXTERMINATION	272508	09/18/2015	CITY HALL	001-123-630-400		09/18/2015	35.00
UNISTAR-SPARCO COMPUTERS, INC	1228868	09/30/2015	SURGE PROTECTOR /CABLES	001-123-600-300		09/30/2015	570.00
CANON SOLUTIONS AMERICA-BURLINGTON	4016890294	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-123-604-330		09/29/2015	45.06
CANON SOLUTIONS AMERICA-BURLINGTON	4016890985	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-123-604-330		09/29/2015	45.78
CANON SOLUTIONS AMERICA-BURLINGTON	4016935823	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-123-604-330		09/29/2015	37.57
WAUKAWAY DISTRIBUTORS, INC	CLR0915-48	09/30/2015	MONTHLY COOLER	001-123-691-550		09/30/2015	10.00
CSPIRE WIRELESS	INV0015581	09/29/2015	ACC#0031694497 CHARGES	001-123-600-300		09/29/2015	14.99
CSPIRE WIRELESS	INV0015581	09/29/2015	ACC#0031694497 CHARGES	001-123-600-300		09/29/2015	14.99
CANON FINANCIAL SERVICES, INC	15304478	09/23/2015	UCOYO USAGE	001-123-604-330		09/23/2015	51.00
CANON FINANCIAL SERVICES, INC	15304474	09/23/2015	UCOYO RENT	001-123-604-330		09/23/2015	35.00
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	001-123-604-330		09/18/2015	160.04
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	001-123-604-330		09/18/2015	382.18
NORTHEAST EXTERMINATION	274145	09/30/2015	CITY HALL	001-123-630-400		09/30/2015	35.00
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-123-604-330		09/30/2015	136.91
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-123-604-330		09/30/2015	72.95
Outstanding Total:							1,696.45
Department 123 - IT Total:							1,696.45

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

CANON SOLUTIONS AMERICA-BURLINGTON	905919	09/29/2015	JME09414 (UC15W) COPIER USAGE	001-145-630-400		09/29/2015	74.49
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Expense Approval Report

Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CANON SOLUTIONS AMERICA-BURLINGTON	906000	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-145-604-330		09/29/2015	9.58
CANON SOLUTIONS AMERICA-BURLINGTON	4016890201	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-145-604-330		09/29/2015	13.87
CANON SOLUTIONS AMERICA-BURLINGTON	4016890447	09/29/2015	JME09414 (UC15W) COPIER USAGE	001-145-630-400		09/29/2015	71.78
CANON SOLUTIONS AMERICA-BURLINGTON	4016891546	09/29/2015	JME09414 (UC15W) COPIER USAGE	001-145-630-400		09/29/2015	102.88
CANON SOLUTIONS AMERICA-BURLINGTON	4016891634	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-145-604-330		09/29/2015	13.13
CANON SOLUTIONS AMERICA-BURLINGTON	4016909525	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-145-604-330		09/29/2015	10.28
CANON SOLUTIONS AMERICA-BURLINGTON	4016910650	09/29/2015	JME09414 (UC15W) COPIER USAGE	001-145-630-400		09/29/2015	88.68
CANON FINANCIAL SERVICES, INC	15304473	09/23/2015	UCORU RENT	001-145-604-330		09/23/2015	46.00
CANON FINANCIAL SERVICES, INC	15304475	09/23/2015	UC15W RENT	001-145-630-400		09/23/2015	370.00
SULLIVAN'S OFFICE SUPPLY, INC.	182588	09/18/2015	GLUE STICKS	001-145-501-200		09/18/2015	1.58
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	001-145-604-330		09/18/2015	40.01
BANKFIRST-VISA PAYMENT	INV0015609	09/30/2015	USPS ENVELOPES POST OFFICE	001-145-501-200		09/30/2015	267.75
BANKFIRST-VISA PAYMENT	INV0015610	09/30/2015	OFFICE DEPOT COPY PAPER	001-145-501-200		09/30/2015	115.52
DELTACOM	110417950921150	09/30/2015	ACC#11041795	001-145-630-400		09/30/2015	97.95
MML	INV0015583	09/29/2015	LESA HARDIN REGISTRATION	001-145-610-350		09/29/2015	75.00
SULLIVAN'S OFFICE SUPPLY, INC.	00167	09/30/2015	OFFICE SUPPLIES	001-145-501-200		09/30/2015	189.74
SULLIVAN'S OFFICE SUPPLY, INC.	00175	09/30/2015	OFFICE SUPPLIES	001-145-501-200		09/30/2015	205.09
KANESHIA HENDRIX	INV0015616	09/30/2015	EDUCATIONAL ASSISTANCE	001-145-481-140		09/30/2015	1,230.00
KANESHIA HENDRIX	INV0015616	09/30/2015	EDUCATIONAL ASSISTANCE	001-145-481-140		09/30/2015	140.00

Outstanding Total: 3,163.33

Department 145 - OTHER ADMINISTRATIVE Total: 3,163.33

Department: 169 - LEGAL

Outstanding

MARK WILLIAMSON	INV0015555	09/23/2015	VS. DONTEA TATE	001-169-600-309		09/23/2015	200.00
JAY HOWARD HURDLE	INV0015561	09/24/2015	VS. CURTIS STROUD	001-169-600-309		09/24/2015	200.00
MARK WILLIAMSON	INV0015562	09/24/2015	VS. TAKINTA L. ADAMS	001-169-600-309		09/24/2015	200.00
MARK WILLIAMSON	INV0015563	09/24/2015	VS. JASMINE HAYES	001-169-600-309		09/24/2015	200.00
MARTY HAUG	INV0015594	09/30/2015	VS PORTIA KANNING	001-169-600-309		09/30/2015	200.00

Outstanding Total: 1,000.00

Department 169 - LEGAL Total: 1,000.00

Expense Approval Report

Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 180 - PERSONNEL ADMINISTRATION							
Outstanding							
CANON SOLUTIONS AMERICA-BURLINGTON	905579	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-180-604-330		09/29/2015	49.98
CANON SOLUTIONS AMERICA-BURLINGTON	906000	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-180-604-330		09/29/2015	9.58
CANON SOLUTIONS AMERICA-BURLINGTON	4016890201	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-180-604-330		09/29/2015	13.88
CANON SOLUTIONS AMERICA-BURLINGTON	4016890294	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-180-604-330		09/29/2015	45.05
CANON SOLUTIONS AMERICA-BURLINGTON	4016890985	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-180-604-330		09/29/2015	45.78
CANON SOLUTIONS AMERICA-BURLINGTON	4016891634	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-180-604-330		09/29/2015	13.14
CANON SOLUTIONS AMERICA-BURLINGTON	4016909525	09/29/2015	HTT26292 (UCORU) COPIER USAGE	001-180-604-330		09/29/2015	10.27
CANON SOLUTIONS AMERICA-BURLINGTON	4016935823	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-180-604-330		09/29/2015	37.57
CANON FINANCIAL SERVICES, INC	15304473	09/23/2015	UCORU RENT	001-180-604-330		09/23/2015	46.00
CANON FINANCIAL SERVICES, INC	15304478	09/23/2015	UCOYO RENT	001-180-604-330		09/23/2015	51.00
CANON FINANCIAL SERVICES, INC	15304474	09/23/2015	UCOYO RENT	001-180-604-330		09/23/2015	35.00
IPMA-HR	INV-11150-V0T7G9	09/30/2015	MEMBERSHIP	001-180-691-550		09/30/2015	390.00
Outstanding Total:							747.25
Department 180 - PERSONNEL ADMINISTRATION Total:							747.25
Department: 190 - CITY PLANNER							
Outstanding							
CANON SOLUTIONS AMERICA-BURLINGTON	905579	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-190-630-401		09/29/2015	49.98
RICOH AMERICAS CORP.	95050844	09/30/2015	307CR-M SERIAL#V7915201153 COPIER C10064756	001-190-630-401		09/30/2015	177.91
CANON SOLUTIONS AMERICA-BURLINGTON	4016890294	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-190-630-401		09/29/2015	45.05
CANON SOLUTIONS AMERICA-BURLINGTON	4016890985	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-190-630-401		09/29/2015	45.78
CANON SOLUTIONS AMERICA-BURLINGTON	4016935823	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	001-190-630-401		09/29/2015	37.57
MITCHELL SIGNS	DP16001	09/30/2015	HISTORIC DISTRICT SIGNS	001-190-607-605		09/30/2015	4,300.00
RACKLEY OIL INC.	000415817	09/18/2015	FUEL for PRIUS	001-190-525-231		09/18/2015	20.01
TAMMY CARLISLE	INV0015539	09/18/2015	REIMBURSE OFFICE SUPPLIE	001-190-691-550		09/18/2015	215.17
CSPIRE WIRELESS	INV0015581	09/29/2015	ACC#0031694497 CHARGES	001-190-604-330		09/29/2015	449.99

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Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CANON FINANCIAL SERVICES, INC	15304478	09/23/2015	UCOYO RENT	001-190-630-401		09/23/2015	51.00
CANON FINANCIAL SERVICES, INC	15304474	09/23/2015	UCOYO RENT	001-190-630-401		09/23/2015	35.00
PETTY CASH VOUCHERS	INV0015557	09/23/2015	BILL JELLISON -REIMBURSE GAS	001-190-525-231		09/23/2015	35.00
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-190-604-330		09/30/2015	304.62
RICOH AMERICAS CORP.	95417961	09/18/2015	#307CR-M #V7915201153	001-190-630-401		09/18/2015	17.34
Outstanding Total:							5,784.42
Department 190 - CITY PLANNER Total:							5,784.42

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	215835805	09/18/2015	CITY HALL	001-192-535-233		09/18/2015	25.84
ATMOS ENERGY	INV0015552	09/23/2015	#3012727728 CITYHALL	001-192-625-380		09/23/2015	19.39
BANKFIRST-VISA PAYMENT	INV0015607	09/30/2015	POWER DRILL LOWES	001-192-510-220		09/30/2015	271.75
CINTAS	215837523	09/24/2015	CITY HALL	001-192-535-233		09/24/2015	25.84
BANKFIRST-VISA PAYMENT	INV0015606	09/30/2015	COPY PAPER OFFICE DEPOT	001-192-510-220		09/30/2015	111.24
PETTY CASH VOUCHERS	INV0015558	09/23/2015	TRASH BAGS	001-192-510-220		09/23/2015	5.00
CINTAS	215839240	09/30/2015	REHAB	001-192-535-233		09/30/2015	25.84
QUILL CORPORATION	60424922	09/30/2015	SHELVING, MATS, ETC	001-192-630-403		09/30/2015	1,126.91
BANKFIRST-VISA PAYMENT	CM0000348	09/30/2015	CREDIT MEMO	001-192-510-220		09/30/2015	-5.21
STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	001-192-625-380		09/30/2015	3,984.05
Outstanding Total:							5,590.65
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							5,590.65

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

BLACK'S WELDING	1	09/18/2015	26 BOLLARDS	001-196-630-425		09/18/2015	4,600.00
LESLIE DEAN, RLA	281	09/29/2015	ODD FELLOWS (UNIV DR)	001-196-630-425		09/29/2015	1,100.00
LESLIE DEAN, RLA	282	09/29/2015	ODD FELLOWS (HWY 182)	001-196-630-425		09/29/2015	550.00
Outstanding Total:							6,250.00
Department 196 - CEMETERY ADMINISTRATION Total:							6,250.00

Department: 197 - ENGINEERING

Outstanding

CANON SOLUTIONS	905579	09/29/2015	JWH03501 (UCOYO) COPIER	001-197-604-330		09/29/2015	49.98
AMERICA-BURLINGTON			USAGE				
CANON SOLUTIONS	906000	09/29/2015	HTT26292 (UCORU) COPIER	001-197-604-330		09/29/2015	9.58
AMERICA-BURLINGTON			USAGE				
CANON SOLUTIONS	4016890201	09/29/2015	HTT26292 (UCORU) COPIER	001-197-604-330		09/29/2015	13.88
AMERICA-BURLINGTON			USAGE				
CANON SOLUTIONS	4016890294	09/29/2015	JWH03501 (UCOYO) COPIER	001-197-604-330		09/29/2015	45.05
AMERICA-BURLINGTON			USAGE				

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CANON SOLUTIONS AMERICA-BURLINGTON	4016890985	09/29/2015	JWH03501 (UC0YO) COPIER USAGE	001-197-604-330		09/29/2015	45.78
CANON SOLUTIONS AMERICA-BURLINGTON	4016891634	09/29/2015	HTT26292 (UC0RU) COPIER USAGE	001-197-604-330		09/29/2015	13.14
CANON SOLUTIONS AMERICA-BURLINGTON	4016909525	09/29/2015	HTT26292 (UC0RU) COPIER USAGE	001-197-604-330		09/29/2015	10.28
CANON SOLUTIONS AMERICA-BURLINGTON	4016935823	09/29/2015	JWH03501 (UC0YO) COPIER USAGE	001-197-604-330		09/29/2015	37.56
CANON FINANCIAL SERVICES, INC	15304473	09/23/2015	UC0RU RENT	001-197-604-330		09/23/2015	46.00
CANON FINANCIAL SERVICES, INC	15304478	09/23/2015	UC0YO RENT	001-197-604-330		09/23/2015	51.00
CANON FINANCIAL SERVICES, INC	15304474	09/23/2015	UC0YO RENT	001-197-604-330		09/23/2015	35.00
UNIVERSITY SCREENPRINT	19166	09/18/2015	UNIFORMS	001-197-535-233		09/18/2015	101.96
CANON SOLUTIONS AMERICA, INC	902368039	09/30/2015	INK	001-197-600-308		09/30/2015	1,506.72
SPRINGER ENGINEERING, IN	12537	09/30/2015	ASSURANCE TESTING #15-G- 10	001-197-600-308		09/30/2015	2,637.25
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-197-604-330		09/30/2015	69.10
VERIZON WIRELESS	000032478001	09/30/2015	NEW EQUIPMENT	001-197-630-400		09/30/2015	322.48
BELL BUILDING SUPPLY, INC.	128253	09/18/2015	ORNG PAINT /WHITE STRING	001-197-501-200		09/18/2015	17.76
Outstanding Total:							5,012.52

Paid

TRUSTMARK NATIONAL BAN #2		09/25/2015	ACC#00028207975 INTEREST	001-197-830-873		09/25/2015	71.60
TRUSTMARK NATIONAL BAN 2		09/25/2015	ACC#00028207975 PRINCIPA	001-197-820-874		09/25/2015	365.36

Paid Total: 436.96

Department 197 - ENGINEERING Total: 5,449.48

Department: 201 - POLICE DEPARTMENT

Outstanding

SULLIVAN'S OFFICE SUPPLY, INC.	178963	09/23/2015	OFFICE SUPPLIES	001-201-556-251		09/23/2015	127.77
CANON SOLUTIONS AMERICA-BURLINGTON	21915A	09/29/2015	TONER	001-201-635-369		09/29/2015	208.50
SULLIVAN'S OFFICE SUPPLY, INC.	179086	09/23/2015	OFFICE SUPPLIES	001-201-556-251		09/23/2015	23.68
CANON SOLUTIONS AMERICA-BURLINGTON	24554A	09/29/2015	UA1PR #CNN047 POLICE	001-201-635-369		09/29/2015	650.00
FLEET SAFETY EQUIPMENT, INC	146379	09/30/2015	AVENGER BLUM/ SIREN KIT	001-201-630-400		09/30/2015	1,311.00
RAYMONDS AUTO REPAIR	1137	09/24/2015	FUEL PUMP /FILTER	001-201-630-360		09/24/2015	670.00
DANNY MCCLUSKEY TOWIN	11513	09/30/2015	#TOW CAR TO SPD LOT	001-201-600-300		09/30/2015	105.00
SULLIVAN'S OFFICE SUPPLY, INC.	181034	09/23/2015	BOARD	001-201-556-251		09/23/2015	19.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
OKTIBBEHA COUNTY COOPERATIVE	932433	09/24/2015	BOOTS	001-201-535-233		09/24/2015	99.85
CANON SOLUTIONS AMERICA-BURLINGTON	4016900582	09/24/2015	COPIER	001-201-635-369		09/24/2015	89.77
CANON SOLUTIONS AMERICA-BURLINGTON	4016900997	09/24/2015	COPIER	001-201-635-369		09/24/2015	121.48
BASICS, INC. A Trade America Company	20052	09/24/2015	JANITORIAL SUPPLIES	001-201-556-251		09/24/2015	134.79
NORTHEAST EXTERMINATION	275573	09/30/2015	FIRING RANGE	001-201-600-300		09/30/2015	150.00
S&K DOOR AND SPECIALTY COMPANY, INC	55393	09/24/2015	SERVICE CALL POLICE	001-201-600-300		09/24/2015	110.00
COPY COW	553938	09/24/2015	PRINTING & BINDING	001-201-615-343		09/24/2015	188.50
R&M TIRES	1104002	09/24/2015	#S-17	001-201-630-360		09/24/2015	135.00
BOB'S MOBILE RADIO	315687	09/30/2015	RETIRED CARS	001-201-600-300		09/30/2015	240.00
STARKVILLE FORD-LINCOLN MERCURY, IN	68966	09/24/2015	OIL CHANGE EXPLORER	001-201-630-360		09/24/2015	33.73
CANON FINANCIAL SERVICES, INC	15304477	09/30/2015	POLICE COPIER RENTAL	001-201-635-369		09/30/2015	402.00
STARKVILLE FORD-LINCOLN MERCURY, IN	009784	09/24/2015	TOW TO CITY BARN	001-201-600-300		09/24/2015	110.00
STARKVILLE FORD-LINCOLN MERCURY, IN	009786	09/24/2015	TOW TO TRI-STARR	001-201-630-360		09/24/2015	110.00
BOB'S MOBILE RADIO	315688	09/30/2015	TRK#14	001-201-600-300		09/30/2015	570.00
TRI-STARR MUFFLER & BRAKES	544158	09/24/2015	#52 BATTERY /REPAIR LEAK	001-201-630-360		09/24/2015	167.84
COPY COW	554244	09/24/2015	PRINTING & BINDING	001-201-615-343		09/24/2015	94.25
BANKFIRST-VISA PAYMENT	INV0015614	09/30/2015	WEB*NETWORKSOLUTIONS	001-201-600-300		09/30/2015	119.50
RACKLEY OIL INC.	000416047	09/30/2015	GAS	001-201-525-231		09/30/2015	7.05
R&M TIRES	1104072	09/24/2015	#S-19 TIRE MOUNT & BAL	001-201-630-360		09/24/2015	70.00
SULLIVAN'S OFFICE SUPPLY, INC.	182644	09/24/2015	FOLDERS /STICKY NOTE PAD	001-201-556-251		09/24/2015	29.99
SCALES BIOLOGICAL LABORATORY, INC	4381Y	09/24/2015	ANALYSIS	001-201-600-300		09/24/2015	400.00
UPS STORE 3702	9030	09/24/2015	BOX & POSTAGE	001-201-600-300		09/24/2015	36.52
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	001-201-604-330		09/18/2015	160.04
BODE TECHNOLOGY GROUP, INC	BILL_20449	09/24/2015	SECURSWAB 2 COLLECTORS	001-201-556-251		09/24/2015	267.50
BANKFIRST-VISA PAYMENT	INV0015613	09/30/2015	NAME-CHEAP.COM	001-201-600-300		09/30/2015	9.06
RACKLEY OIL INC.	000416176	09/24/2015	GAS	001-201-525-231		09/24/2015	2,140.85
BOB'S MOBILE RADIO	315689	09/30/2015	#41 INSTALL	001-201-600-300		09/30/2015	245.00
BROOKE CARPENTER	9195	09/24/2015	CLOTHING ALLOWANCE	001-201-535-233		09/24/2015	43.82
OKTIBBEHA COUNTY COOPERATIVE	950110	09/24/2015	BOOTS	001-201-535-233		09/24/2015	99.85
MAGNOLIA BOTTLED WATER CO	13835	09/24/2015	WATER	001-201-556-251		09/24/2015	67.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MID-SOUTH UNIFORM & SUPPLY	536342	09/30/2015	UNIFORMS	001-201-535-233		09/30/2015	750.19
UPS STORE 3702	9355	09/24/2015	POSTAGE	001-201-600-300		09/24/2015	54.35
DANNY MCCLUSKEY TOWIN	11545	09/24/2015	VW JETTA-TOW TO CITY BAR	001-201-600-300		09/24/2015	75.00
SULLIVAN'S OFFICE SUPPLY, INC.	182682	09/24/2015	STICKY PADS	001-201-556-251		09/24/2015	12.04
WATERMARK PRINTERS LLC	9183	09/30/2015	BUSINESS CARDS	001-201-615-343		09/30/2015	38.00
DANNY MCCLUSKEY TOWIN	11552	09/30/2015	#42 TOW TO CITY BARN	001-201-600-300		09/30/2015	75.00
UNISTAR-SPARCO COMPUTERS, INC	1229334	09/30/2015	KEYBOARD /MOUSE	001-201-556-251		09/30/2015	163.36
BELL BUILDING SUPPLY, INC.	129935	09/30/2015	FLUOR BULBS	001-201-556-251		09/30/2015	89.70
TRI-STARR MUFFLER & BRAKES	544192	09/30/2015	'07 EXPEDITION OIL CHANGE /FREON -REPAIRS	001-201-630-360		09/30/2015	180.14
SULLIVAN'S OFFICE SUPPLY, INC.	183039	09/30/2015	DVD-R /FOLDERS & NOTE PADS	001-201-556-251		09/30/2015	48.97
BASICS, INC. A Trade America Company	20078	09/30/2015	JANITORIAL SUPPLIES	001-201-556-251		09/30/2015	232.33
BASICS, INC. A Trade America Company	20095	09/30/2015	COPY PAPER	001-201-556-251		09/30/2015	110.88
MID-SOUTH UNIFORM & SUPPLY	536531	09/30/2015	UNIFORMS	001-201-535-233		09/30/2015	366.70
TRI-STARR MUFFLER & BRAKES	544197	09/30/2015	#32 REPAIRS	001-201-630-360		09/30/2015	631.24
COPY COW	555285	09/30/2015	po#M-10794 FTO BOOK & BANK ALARM CARDS	001-201-615-343		09/30/2015	32.72
RACKLEY OIL INC.	000416788	09/30/2015	GAS	001-201-525-231		09/30/2015	2,314.34
BOB'S MOBILE RADIO	315690	09/30/2015	INSTALL STROBE LIGHT	001-201-600-300		09/30/2015	270.00
TRI-STARR MUFFLER & BRAKES	851157	09/30/2015	#40 OIL CHANGE	001-201-630-360		09/30/2015	38.95
WATERMARK PRINTERS LLC	9188	09/30/2015	ACCIDENT INFO PRIVATE PROPERTY BOOKS	001-201-615-343		09/30/2015	693.00
OKTIBBEHA COUNTY COOPERATIVE	953506	09/30/2015	BOOTS	001-201-535-233		09/30/2015	109.75
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-201-604-330		09/30/2015	2,015.48
SULLIVAN'S OFFICE SUPPLY, INC.	00073	09/30/2015	OFFICE SUPPLIES	001-201-556-251		09/30/2015	82.94
DELTACOM	110417950921150	09/30/2015	ACC#11041795	001-201-604-330		09/30/2015	97.00
COPY COW	555463	09/30/2015	po#M-10794 FTO BOOK & BANK ALARM CARDS	001-201-615-343		09/30/2015	101.10
RACKLEY OIL INC.	000417058	09/30/2015	GAG	001-201-525-231		09/30/2015	30.44
BELL BUILDING SUPPLY, INC.	130455	09/30/2015	KEY	001-201-556-251		09/30/2015	4.50
R&M TIRES	1103856	09/30/2015	REPAIR FLAT '07EXPEDITION	001-201-630-360		09/30/2015	15.00
SULLIVAN'S OFFICE SUPPLY, INC.	00188	09/30/2015	OFFICE SUPPLIES	001-201-556-251		09/30/2015	259.64
WAL MART-GENERAL CITY	00193.	09/30/2015	MESSAGE PADS, NOTEBOOKS, DVD+R, BINDE	001-201-556-251		09/30/2015	147.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
R&M TIRES	1104339	09/30/2015	TIRE MOUNT/BAL	001-201-630-360		09/30/2015	37.00
CINTAS FIRST AID & SAFETY	5003680956	09/30/2015	MEDS /SERVICE CHARGE	001-201-556-251		09/30/2015	143.74
IVY AUTO PARTS, LLC.	510287	09/30/2015	POWER SUPPLY	001-201-556-251		09/30/2015	89.00
TRI-STARR MUFFLER & BRAKES	851174	09/30/2015	#45 OIL CHANGE	001-201-556-251		09/30/2015	38.95
INFORMATION TECHNOLOGY SVCS.	COZ13231605	09/30/2015	WAN CIRCUIT CHARGE	001-201-600-300		09/30/2015	224.00
ARMY NAVY PAWN SHOP	INV0015615	09/30/2015	UNIFORMS M-8662	001-201-600-300		09/30/2015	300.15
STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	001-201-625-380		09/30/2015	2,270.19
RACKLEY OIL INC.	000415361	09/24/2015	GAS	001-201-525-231		09/24/2015	20.41
DIGITAL-ALLY	1079988	09/24/2015	DVM500+ REPAIRS	001-201-556-251		09/24/2015	395.00
GULF STATES DISBRIBUTORS, INC.	1223603-JN	09/24/2015	AMMO	001-201-556-251		09/24/2015	472.50
TRI-STARR MUFFLER & BRAKES	208634	09/24/2015	#24 AC HOSE /FREON	001-201-630-360		09/24/2015	362.44
RACKLEY OIL INC.	000415564	09/24/2015	GAS	001-201-525-231		09/24/2015	2,057.74
R&M TIRES	1103927	09/24/2015	REPAIR CHARGER FLATE	001-201-630-360		09/24/2015	15.00
IVY AUTO PARTS, LLC.	508332	09/24/2015	POWER SUPPLY BATTERY PK	001-201-630-360		09/24/2015	89.00

Outstanding Total: 25,125.68

Department 201 - POLICE DEPARTMENT Total: 25,125.68

Department: 215 - CUSTODY OF PRISONERS

Outstanding

STARKVILLE FAMILY PRACTIC	E58507	09/23/2015	TYRONE SPENCER	001-215-541-237		09/23/2015	150.00
STARKVILLE RADIOLOGY	INV0015560	09/24/2015	KERRY LUCIOUS	001-215-541-237		09/24/2015	18.14
WINSTON/CHOCTOW REGIONAL CORRECTIONAL FACILITY	8/27/15	09/24/2015	HOUSING INMATE	001-215-541-237		09/24/2015	25.00

Outstanding Total: 193.14

Department 215 - CUSTODY OF PRISONERS Total: 193.14

Department: 230 - POLICE TRAINING

Outstanding

MS DARE TRAINING CENTER	M-10784	09/23/2015	DARE ACADEMY /REGINALD CAMPBELL	001-230-690-552		09/23/2015	899.00
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Outstanding Total: 899.00

Paid

RESHEADA DOSS	IN_TA15EM01	09/25/2015	REIMBURSEMENT FOR ACADEMY BASIC CLASS	001-230-690-552		09/25/2015	3,650.00
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Paid Total: 3,650.00

Department 230 - POLICE TRAINING Total: 4,549.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 250 - NARCOTICS BUREAU							
Outstanding							
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-250-604-330		09/30/2015	708.95
Outstanding Total:							708.95
Department 250 - NARCOTICS BUREAU Total:							708.95
Department: 254 - DUI GRANT							
Paid							
MOMICLO BABIC	INV0015533	09/17/2015	STARS CONF 2015	001-254-610-350		09/17/2015	124.00
Paid Total:							124.00
Department 254 - DUI GRANT Total:							124.00
Department: 261 - FIRE DEPARTMENT							
Outstanding							
NAFECO	792176	09/30/2015	UNIFORMS H14819	001-261-535-233		09/30/2015	63.00
GATEWAY TIRE & SERVICE CENTER	1102880203	09/24/2015	REPAIR L2 INSIDE FLAT	001-261-630-360		09/24/2015	65.69
WAL MART-GENERAL CITY	05913	09/24/2015	MOP HEAD	001-261-555-250		09/24/2015	10.96
UNIVERSITY SCREENPRINT	19258	09/24/2015	CLASS B UNIFORM SHIRTS	001-261-535-233		09/24/2015	1,352.94
UNIVERSITY SCREENPRINT	19260	09/24/2015	UNIFORM FOR ADMIN	001-261-535-233		09/24/2015	498.89
INTERSTATE BATTERY OF CNTRL MS	70610	09/24/2015	8D-MHD BATTERIES	001-261-630-360		09/24/2015	363.90
INTERSTATE BATTERY OF CNTRL MS	70637	09/24/2015	BATTERY FOR RHINO	001-261-630-360		09/24/2015	33.95
LAIRD CLINIC OF FAMILY MEDICINE	769700	09/24/2015	HpB SHOT (J.CAIN)	001-261-600-319		09/24/2015	100.00
BANKFIRST-VISA PAYMENT	INV0015611	09/30/2015	PILOT GAS L1	001-261-525-231		09/30/2015	40.00
RACKLEY OIL INC.	00041617	09/24/2015	GAS /FUEL FOR FIRE TRKS	001-261-525-231		09/24/2015	321.45
NEWELL PAPER COMPANY	756654	09/24/2015	CLEANING SUPPLIES	001-261-510-220		09/24/2015	61.30
POWERSTROKE EQUIPMENT SALES & SVC	1256	09/24/2015	OIL CAP /GAS CAP	001-261-630-360		09/24/2015	9.99
NAFECO	795095	09/30/2015	STROBE LIGHT	001-261-630-360		09/30/2015	205.00
WAL MART-GENERAL CITY	06656	09/24/2015	INVESTIGATION CAMERA & SD CARD	001-261-554-240		09/24/2015	423.88
GATEWAY TIRE & SERVICE CENTER	1102910701	09/24/2015	FD#4 TRK TIRES /BRAKES /ROTORS /ALIGNMENT	001-261-630-360		09/24/2015	493.93
GATEWAY TIRE & SERVICE CENTER	1102911046	09/24/2015	FIRE CHIEF CAR 4-TIRES	001-261-630-360		09/24/2015	519.08
BANKFIRST-VISA PAYMENT	INV0015612	09/30/2015	CHEVRON GAS	001-261-525-231		09/30/2015	32.00
WAL MART-GENERAL CITY	00716	09/30/2015	INK /TV MOUNT / SUPPLIES	001-261-691-550		09/30/2015	366.12
BELL BUILDING SUPPLY, INC.	129998	09/30/2015	CONCRETE SCREWS	001-261-555-250		09/30/2015	4.00
INTERSTATE BATTERY OF CNTRL MS	70638	09/24/2015	RETURN 8D-MHD	001-261-630-360		09/24/2015	-181.95
RACKLEY OIL INC	000416786	09/30/2015	FUEL	001-261-525-231		09/30/2015	431.67
NAFECO	795923	09/30/2015	UNIFORMS	001-261-535-233		09/30/2015	168.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
NOVUS GLASS	R6602	09/30/2015	TRK#E4 WINDSHIELD REPAIR	001-261-630-360		09/30/2015	50.00
SULLIVAN'S OFFICE SUPPLY, INC.	00129	09/30/2015	OFFICE SUPPLIES	001-261-501-200		09/30/2015	66.90
ARMY NAVY PAWN SHOP	0069800	09/30/2015	UNIFORMS -USAR	001-261-918-805		09/30/2015	193.50
WAL MART-GENERAL CITY	05062	09/30/2015	JANITORIAL SUPPLIES	001-261-510-220		09/30/2015	32.69
BANKFIRST-VISA PAYMENT	INV0015600	09/30/2015	CAMP MOR	001-261-918-805		09/30/2015	1,104.34
W.S. DARLEY & CO.	17207949	09/24/2015	TAGS	001-261-535-233		09/24/2015	47.80
LAIRD CLINIC OF FAMILY MEDICINE	769699	09/18/2015	HPB-SHOT WILEMON	001-261-600-319		09/18/2015	100.00
WAL MART-GENERAL CITY	09459	09/30/2015	KITCHEN TOOLS	001-261-918-805		09/30/2015	67.62
BELL BUILDING SUPPLY, INC.	130649	09/30/2015	AIR FILTER	001-261-555-250		09/30/2015	27.00
SCOTT PETROLEUM DIV. #15	264711	09/30/2015	HOSE & GRILL	001-261-918-805		09/30/2015	595.48
NAFECO	791552	09/30/2015	8/17/15 H-14819 CREDIT MEMO	001-261-535-233		09/30/2015	-63.00
ARMY NAVY PAWN SHOP	INV0015596	09/30/2015	PANTS /BOOTS	001-261-535-233		09/30/2015	338.00
RACKLEY OIL INC.	000415562	09/24/2015	FUEL FOR FIRE TRKS	001-261-525-231		09/24/2015	152.27
Outstanding Total:							8,097.19
Department 261 - FIRE DEPARTMENT Total:							8,097.19
Department: 262 - FIRE PREVENTION							
Outstanding							
CREATIVE PRODUCT SOURCE, INC	CPI1053403	09/24/2015	PRACTICE FIRE SAFETY COLORING BOOKS	001-262-555-250		09/24/2015	457.49
Outstanding Total:							457.49
Department 262 - FIRE PREVENTION Total:							457.49
Department: 263 - FIRE TRAINING							
Outstanding							
STATE FIRE ACADEMY	23581	09/24/2015	SUB FEE	001-263-600-390		09/24/2015	40.00
ROOSEVELT HARRIS	INV0015602	09/30/2015	MSFA TRAINING	001-263-600-390		09/30/2015	140.12
ROOSEVELT HARRIS	INV0015602	09/30/2015	MSFA TRAINING	001-263-600-390		09/30/2015	56.00
STATE FIRE ACADEMY	23610	09/30/2015	MAXWELL	001-263-600-390		09/30/2015	655.00
TONY CLAYBORN	INV0015601	09/30/2015	MSFA TRAINING	001-263-600-390		09/30/2015	56.00
NATHAN MAXWELL	INV0015603	09/30/2015	MSFA TRAINING	001-263-600-390		09/30/2015	112.00
NATHAN MAXWELL	INV0015604	09/30/2015	MSFA TRAINING	001-263-600-390		09/30/2015	112.00
Outstanding Total:							1,171.12
Department 263 - FIRE TRAINING Total:							1,171.12
Department: 264 - FIRE COMMUNICATIONS							
Outstanding							
UPS	0000054E5Y385	09/30/2015	POSTAGE	001-264-604-330		09/30/2015	15.77
BOB'S MOBILE RADIO	315686	09/30/2015	INSTALL SIREN SPEAKER H#14946	001-264-630-404		09/30/2015	270.00
MSU FACILITIES MANAGEMENT	INV0015595	09/30/2015	TRAFFIC SIGNAL	001-264-630-404		09/30/2015	23.45

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-264-604-330		09/30/2015	188.48
UPS	0000054EY365	09/24/2015	SHIPPING	001-264-604-330		09/24/2015	20.44
Outstanding Total:							518.14

Department 264 - FIRE COMMUNICATIONS Total: 518.14

Department: 267 - FIRE STATIONS AND BUILDINGS

Outstanding							
NORTHEAST EXTERMINATIN	274358	09/18/2015	STATION 1	001-267-558-269		09/18/2015	22.00
NORTHEAST EXTERMINATIN	274405	09/18/2015	STATION 2	001-267-558-269		09/18/2015	22.00
NORTHEAST EXTERMINATIN	274406	09/18/2015	STATION 3	001-267-558-269		09/18/2015	22.00
NORTHEAST EXTERMINATIN	274419	09/18/2015	STATION 4	001-267-558-269		09/18/2015	22.00
NORTHEAST EXTERMINATIN	274857	09/18/2015	STATION 5	001-267-558-269		09/18/2015	22.00
S&K DOOR AND SPECIALTY COMPANY, INC.	55440	09/24/2015	SERVICE CALL ST#5	001-267-558-269		09/24/2015	125.00
ATMOS ENERGY	INV0015553	09/23/2015	#3020829684 ST#3	001-267-625-380		09/23/2015	54.15
RANDY WOFFORD PLUMBIN	917334	09/24/2015	UNCLOGGED ST#1 DRAIN	001-267-558-269		09/24/2015	85.00
ATMOS ENERGY	INV0015582	09/29/2015	#3017756705 STA#2	001-267-625-380		09/29/2015	42.01
ATMOS ENERGY	INV0015580	09/29/2015	#3018177204 sta#4	001-267-625-380		09/29/2015	44.44
STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	001-267-625-380		09/30/2015	2,755.75
ATMOS ENERGY	INV0015465	09/17/2015	#3015511080 FIRE STA#1	001-267-625-380		09/17/2015	67.08
NESCO ELECTRICAL DISTRIBUTORS	52042455.001	09/18/2015	BULBS	001-267-558-269		09/18/2015	67.20
Outstanding Total:							3,350.63

Department 267 - FIRE STATIONS AND BUILDINGS Total: 3,350.63

Department: 281 - BUILDING/CODES OFFICE

Outstanding							
R&M TIRES	1100536	09/23/2015	WIPER BLADES TRK#6	001-281-630-360		09/23/2015	19.98
TAMMY CARLISLE	INV0015540	09/18/2015	REIMBURSEMENT- -KEYS	001-281-555-250		09/18/2015	10.23
MADE BLDG DEPT							
HAMPTON INN	83097251	09/18/2015	JEFF LYLES CONFIRMATION #83097251 (MACE)	001-281-610-350		09/18/2015	178.00
MS ASSOC OF CODE ENFORCEMENT	INV0015543	09/18/2015	REGISTRATION JEFF LYLES	001-281-610-350		09/18/2015	50.00
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-281-604-330		09/30/2015	124.30
JEFF LYLES	INV0015541	09/18/2015	PER DIEM MACE EDUC CONF	001-281-610-350		09/18/2015	98.00
JEFF LYLES	INV0015541	09/18/2015	PER DIEM MACE EDUC CONF	001-281-610-350		09/18/2015	132.68
Outstanding Total:							613.19

Paid

TRUSTMARK NATIONAL BAN #2		09/25/2015	ACC#00028207975 INTEREST	001-281-830-873		09/25/2015	71.59
TRUSTMARK NATIONAL BAN 2		09/25/2015	ACC#00028207975 PRINCIPA	001-281-820-874		09/25/2015	365.35
Paid Total:							436.94

Department 281 - BUILDING/CODES OFFICE Total: 1,050.13

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM							
Outstanding							
PRECISION COMMUNICATIONS	2742	09/30/2015	YEAR 1 SIREN MAINT	001-290-918-805		09/30/2015	15,000.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0015463	09/17/2015	ACC#99633-001 CIVIL AIR PATROL	001-290-625-380		09/17/2015	26.83
STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	001-290-625-380		09/30/2015	134.15
Outstanding Total:							15,160.98
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:							15,160.98
Department: 301 - STREET DEPARTMENT							
Outstanding							
THOMPSON MACHINERY	PC110220096	09/30/2015	11C270309 PARTS & SERVIC	001-301-555-250		09/30/2015	22.76
OREILLY AUTO PARTS	0997-243637	09/30/2015	AUTO TOOLS	001-301-555-250		09/30/2015	10.00
COBURN SUPPLY COMPANY	648070616	09/23/2015	WATER STOP 3MIN. BLUE TO	001-301-555-250		09/23/2015	300.00
HUNLEY TRUCKING CO., INC.	18833	09/30/2015	CONCRETE / SAND	001-301-560-270		09/30/2015	1,937.51
G&O SUPPLY CO., INC	T14306	09/30/2015	CONST MATERIALS	001-301-555-250		09/30/2015	771.37
ADAPCO, INC	102623	09/23/2015	PERMANONE RTU 4-8	001-301-515-221		09/23/2015	1,793.70
APAC-MISSISSIPPI, INC	4000056230	09/30/2015	ASPHALT	001-301-555-250		09/30/2015	1,336.23
APAC-MISSISSIPPI, INC	4000056256	09/30/2015	ASPHALT	001-301-555-250		09/30/2015	1,334.76
OREILLY AUTO PARTS	SC02394928	09/30/2015	TOOLS	001-301-555-250		09/30/2015	3.21
CUSTOM PRODUCTS CORPORATION	263924	09/30/2015	STREET SIGNS	001-301-555-250		09/30/2015	651.02
G&O SUPPLY CO., INC	T-14282	09/30/2015	CONST MATERIALS	001-301-555-250		09/30/2015	2,272.28
GATEWAY TIRE & SERVICE CENTER	I102876377	09/30/2015	REPAIR FLAT #73	001-301-555-250		09/30/2015	47.00
MMC MATERIALS, INC.	392731	09/23/2015	3000 PSI 25% ASH	001-301-560-270		09/23/2015	267.50
UNITED RENTALS (NORTH AMERICA), INC.	131133527-001	09/30/2015	STAKE ROUND STEEL /FRT	001-301-555-250		09/30/2015	157.00
DIXIE WHOLESALE WATERWORKS	451830	09/30/2015	SEWER PIPE /BEND /10"SDR	001-301-555-250		09/30/2015	366.00
OREILLY AUTO PARTS	0997-255352	09/30/2015	SENSOR	001-301-555-250		09/30/2015	36.59
IVY AUTO PARTS, LLC.	507634	09/30/2015	4G BSTR CABLE	001-301-555-250		09/30/2015	39.99
IVY AUTO PARTS, LLC.	507636	09/30/2015	BATT CABLE TERMINAL	001-301-555-250		09/30/2015	7.38
STARKVILLE AUTO PARTS	5151-83840	09/30/2015	SPLICE TERMINAL	001-301-555-250		09/30/2015	10.77
STARKVILLE AUTO PARTS	5151-84115	09/30/2015	CHISEL SET /WRECH	001-301-555-250		09/30/2015	17.44
STARKVILLE AUTO PARTS	5151-84192	09/30/2015	TOOLS	001-301-555-250		09/30/2015	20.96
ATMOS ENERGY	INV0015464	09/17/2015	#3020752444 STREET	001-301-625-380		09/17/2015	20.19
STARKVILLE AUTO PARTS	5151-84260	09/30/2015	SEAFOAM /CLEANER	001-301-555-250		09/30/2015	16.38
POWERSTROKE EQUIPMENT SALES & SVC	1248	09/30/2015	MUFFLER	001-301-555-250		09/30/2015	85.00
CINTAS	215835807	09/18/2015	STREET	001-301-535-233		09/18/2015	105.37
EAST MISSISSIPPI LUMBER CO.	F1283	09/30/2015	TOOLS	001-301-555-250		09/30/2015	43.49
RACKLEY OIL INC.	000416095	09/30/2015	GAS	001-301-555-250		09/30/2015	41.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
RACKLEY OIL INC.	000416118	09/30/2015	GAS	001-301-555-250		09/30/2015	78.67
BASICS, INC. A Trade America Company	20109	09/30/2015	SHOP TOWELS	001-301-555-250		09/30/2015	200.70
CUSTOM PRODUCTS CORPORATION	266701	09/30/2015	STREET SIGNS	001-301-555-250		09/30/2015	212.15
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	001-301-604-330		09/18/2015	40.01
H&H STARKVILLE	SV-T-1002144	09/30/2015	WINCH	001-301-555-250		09/30/2015	130.00
RACKLEY OIL INC.	000416148	09/30/2015	GAS	001-301-555-250		09/30/2015	39.97
UNITED RENTALS (NORTH AMERICA), INC.	131586893-001	09/30/2015	TEETH/PINS	001-301-555-250		09/30/2015	92.00
CUSTOM PRODUCTS CORPORATION	266734	09/30/2015	STREET SIGNS	001-301-555-250		09/30/2015	208.53
STARKVILLE AUTO PARTS	5151-8435	09/30/2015	ELECT TAPE	001-301-555-250		09/30/2015	5.97
H & R AGRI-POWER	SQ00625	09/30/2015	HYD LEAK REPAIR	001-301-555-250		09/30/2015	951.16
APAC-MISSISSIPPI, INC	4000057600	09/30/2015	ASPHALT	001-301-560-270		09/30/2015	166.11
EAST MISSISSIPPI LUMBER CO.	A3058	09/30/2015	TOOLS	001-301-555-250		09/30/2015	102.87
STARKVILLE AUTO PARTS	5151-84456	09/30/2015	OIL FILTER /OIL	001-301-555-250		09/30/2015	56.04
CINTAS	215837525	09/24/2015	STREET	001-301-535-233		09/24/2015	105.37
UNIVAR USA INC.	BH563772	09/30/2015	ML KONTROL 4-4 MOSQ	001-301-515-221		09/30/2015	756.00
STATE TAX COMMISSION	9/23/15	09/23/2015	TAG #6772 ENG/STREET DEP	001-301-630-400		09/23/2015	12.00
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-301-604-330		09/30/2015	51.54
APAC-MISSISSIPPI, INC	4000057700	09/30/2015	ASPHALT	001-301-560-270		09/30/2015	449.09
APAC-MISSISSIPPI, INC	4000057769	09/30/2015	ASPHALT	001-301-560-270		09/30/2015	457.17
DELTACOM	110417950921150	09/30/2015	ACC#11041795	001-301-604-330		09/30/2015	33.00
CINTAS	215839242	09/30/2015	STREET	001-301-535-233		09/30/2015	105.37
UNITED RENTALS (NORTH AMERICA), INC.	131237893-001	09/30/2015	TEETH/PINS	001-301-555-250		09/30/2015	184.00
CINTAS FIRST AID & SAFETY	5003564541	09/30/2015	VIZICOR /SERVICE CHARGE	001-301-555-250		09/30/2015	147.75
IVY AUTO PARTS, LLC.	507906	09/30/2015	CUSHION	001-301-555-250		09/30/2015	17.99
BELL BUILDING SUPPLY, INC.	124387	09/30/2015	#123064 RETURN COOLER	001-301-555-250		09/30/2015	-6.64
THOMPSON MACHINERY	CAUP0005548	09/30/2015	7/13/15 PARTS & SERVICE	001-301-555-250		09/30/2015	-23.13
ADAPCO, INC	FC002144	09/30/2015	A-0808	001-301-515-221		09/30/2015	26.91
OREILLY AUTO PARTS	OS00802481	09/30/2015	TOOLS	001-301-555-250		09/30/2015	-0.08
IVY AUTO PARTS, LLC.	507967	09/30/2015	THROTTLE	001-301-555-250		09/30/2015	21.49
OKTIBBEHA COUNTY COOPERATIVE	943639	09/30/2015	RYEGRASS /SEED /FERT	001-301-555-250		09/30/2015	82.70
OKTIBBEHA COUNTY COOPERATIVE	943971	09/30/2015	SEED /FESCUE TAIL	001-301-555-250		09/30/2015	75.00
STARKVILLE AUTO PARTS	127993	09/30/2015	KEY /BROOM	001-301-555-250		09/30/2015	27.39
STARKVILLE AUTO PARTS	5151-84027	09/30/2015	SANDPAPER /BUSHING	001-301-555-250		09/30/2015	13.94
OKT COUNTY BOARD OF SUPERVISORS	A0909	09/30/2015	PO#A-0909 CRS2	001-301-555-250		09/30/2015	775.00
STARKVILLE AUTO PARTS	128162	09/30/2015	CONCRETE /CEMENT	001-301-555-250		09/30/2015	67.53

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US FOUNDRY & MANUFACTURING CORP	631458	09/18/2015	FRAME & GRATE	001-301-560-270		09/18/2015	295.32

Outstanding Total: 17,674.18

Department 301 - STREET DEPARTMENT Total: 17,674.18

Department: 302 - STREET LIGHTING

Outstanding

STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	001-302-625-380		09/30/2015	46.68
STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	001-302-625-380		09/30/2015	29,673.48

Outstanding Total: 29,720.16

Department 302 - STREET LIGHTING Total: 29,720.16

Department: 360 - ANIMAL CONTROL

Outstanding

RACKLEY OIL INC.	000416176	09/24/2015	GAS	001-360-525-231		09/24/2015	45.83
RACKLEY OIL INC.	000416788	09/30/2015	GAS	001-360-525-231		09/30/2015	43.16
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	001-360-604-330		09/30/2015	38.04
DUKE COMPANY	44104	09/24/2015	2 CABLE SNARES	001-360-555-250		09/24/2015	32.00
STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	001-360-625-380		09/30/2015	1,073.56
RACKLEY OIL INC.	000415564	09/24/2015	GAS	001-360-525-231		09/24/2015	83.42

Outstanding Total: 1,316.01

Department 360 - ANIMAL CONTROL Total: 1,316.01

Department: 600 - CAPITAL PROJECTS

Outstanding

NEEL-SCHAFER	1016658	09/23/2015	2010 LYNN LANE /PEDESTRIAN PATH	001-600-912-940		09/23/2015	2,693.49
GARNER COMPUTER SERVICES	INV0015584	09/30/2015	CISCO SWITCHES & NETWORK MODULES	001-600-901-812		09/30/2015	20,870.00
MMC MATERIALS, INC.	392384	09/30/2015	MDOT CLASS 8 (6"SLUMP) NASH ST	001-600-903-516		09/30/2015	1,204.50
EQUINOX CORPORATION	4804	09/30/2015	eVOICE IP SERVICE	001-600-901-812		09/30/2015	804.19
TERRY STIDHAM	897615	09/18/2015	INSTALL DRAIN BOXES & REPLACEMENT SIDEWALK	001-600-948-873		09/18/2015	3,500.00
NICKOLES DIRT CONSTRUCTION, INC.	2	09/30/2015	WARD 6 DRAINAGE IMPRV	001-600-948-876		09/30/2015	25,769.10
GARNER COMPUTER SERVICES	1046082	09/30/2015	PHONES	001-600-901-812		09/30/2015	4,440.00
QUILL CORPORATION	7939498	09/30/2015	RED BENCH	001-600-901-812		09/30/2015	95.99
PETTY CASH VOUCHERS	INV0015559	09/23/2015	2 CABINETS -NEW MUN CITY HALL	001-600-901-812		09/23/2015	80.00
LOWE'S	01038	09/30/2015	LADDER /TAPE MEASURE /BATTERIES	001-600-901-812		09/30/2015	357.12
GROUNDSTONE CONSTRUCTION	226	09/30/2015	LYNN LANE BUS SHELTER	001-600-903-518		09/30/2015	1,025.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
DOSS ELECTRIC, INC.	2254	09/30/2015	NEW MUN BLDG COMMUNICATION -TAX EXEMPT-	001-600-901-812		09/30/2015	1,820.00
Outstanding Total:							62,659.39
Paid							
PHILLIPS CONTRACTING COMPANY, INC	2353	09/25/2015	LYNN LANE	001-600-902-940		09/25/2015	201,433.21
Paid Total:							201,433.21
Department 600 - CAPITAL PROJECTS Total:							264,092.60
Department: 605 - BROWNFIELD GRANT							
Outstanding							
PM ENVIRONMENTAL, INC	73936	09/30/2015	BROWNFIELD	001-605-600-300		09/30/2015	6,169.10
Outstanding Total:							6,169.10
Department 605 - BROWNFIELD GRANT Total:							6,169.10
Department: 800 - DEBT SERVICE							
Outstanding							
GOLDEN TRIANGLE REGIONAL AIRPORT	8196	09/30/2015	AMERICAN EUROCOPTER ESCROW ACCT	001-800-890-880		09/30/2015	10,938.00
Outstanding Total:							10,938.00
Department 800 - DEBT SERVICE Total:							10,938.00
Fund 001 - GENERAL FUND Total:							452,168.03
Fund: 002 - RESTRICTED POLICE FUND							
Department: 251 - DRUG EDUCATION FUND							
Outstanding							
CREATIVE PRODUCT SOURCING/DARE	85860	09/24/2015	SUPPLIES FOR DARE	002-251-501-200		09/24/2015	165.00
CREATIVE PRODUCT SOURCING/DARE	85807	09/24/2015	MATERIALS FOR DARE	002-251-501-200		09/24/2015	1,439.36
MAXXSOUTH BROADBAND	INV0015597	09/30/2015	ACC#8282 41 101 0403856 POLICE	002-251-600-300		09/30/2015	148.08
Outstanding Total:							1,752.44
Department 251 - DRUG EDUCATION FUND Total:							1,752.44
Fund 002 - RESTRICTED POLICE FUND Total:							1,752.44
Fund: 015 - AIRPORT FUND							
Department: 505 - AIRPORT							
Outstanding							
COLUMBUS FENCE COMPAN	19123	09/30/2015	ENCLOSE SIDEWALK /INSTAL MAGLOCK	015-505-720-801		09/30/2015	2,641.09
H & R AGRI-POWER	CN13091	09/30/2015	RADIATOR /BODY ASSY	015-505-570-273		09/30/2015	117.25
STARKVILLE AUTO PARTS	5151-84451	09/30/2015	GRINDING WHEELS /AUTO PARTS/CLEANER	015-505-570-273		09/30/2015	27.71

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	015-505-604-330		09/30/2015	62.15
MAGNOLIA BOTTLED WATER CO	13945	09/30/2015	WATER	015-505-501-200		09/30/2015	34.00
JACOB MOREE	10	09/30/2015	25.50 CONTRACT HRS WORKED	015-505-600-338		09/30/2015	204.00
JOHN DAVID WYNNE, JR	50	09/30/2015	24 CONTRACT HRS	015-505-600-338		09/30/2015	192.00
STARKVILLE AUTO PARTS	5151-8483	09/30/2015	AIR FILTER	015-505-570-273		09/30/2015	116.48
BRADLEY MICHAEL	8	09/30/2015	15.00 CONTRACT HRS WORKED	015-505-600-338		09/30/2015	120.00
STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	015-505-625-380		09/30/2015	1,083.82
MAXXSOUTH BROADBAND	INV0015593	09/30/2015	ACC#8282 41 101 0438241	015-505-600-338		09/30/2015	88.70
BASICS, INC. A Trade America Company	20064	09/18/2015	MF TOWELS	015-505-541-237		09/18/2015	55.98

Outstanding Total: 4,743.18

Department 505 - AIRPORT Total: 4,743.18

Fund 015 - AIRPORT FUND Total: 4,743.18

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

IVY AUTO PARTS, LLC.	504192	09/18/2015	RATCHET	022-322-555-250		09/18/2015	59.99
NORTHEAST EXTERMINATION	272722	09/18/2015	SANITATION	022-322-600-300		09/18/2015	30.00
RACKLEY OIL INC.	000415636	09/30/2015	GAS	022-322-525-231		09/30/2015	67.11
RACKLEY OIL INC.	000415703	09/30/2015	GAS	022-322-525-231		09/30/2015	57.48
RACKLEY OIL INC.	000415714	09/30/2015	GAS	022-322-525-231		09/30/2015	78.27
RACKLEY OIL INC.	000415735	09/30/2015	GAS	022-322-525-231		09/30/2015	61.80
RACKLEY OIL INC.	000415761	09/30/2015	GAS	022-322-525-231		09/30/2015	106.54
RACKLEY OIL INC.	000415762	09/30/2015	GAS	022-322-525-231		09/30/2015	66.06
RACKLEY OIL INC.	000415797	09/30/2015	GAS	022-322-525-231		09/30/2015	66.61
RACKLEY OIL INC.	000415829	09/30/2015	GAS	022-322-525-231		09/30/2015	43.44
HILL MANUFACTURING COMPANY, INC.	866168	09/30/2015	ODORTROL #377	022-322-555-250		09/30/2015	876.02
RACKLEY OIL INC.	000415855	09/30/2015	GAS	022-322-525-231		09/30/2015	64.73
RACKLEY OIL INC.	000415885	09/30/2015	GAS	022-322-525-231		09/30/2015	120.68
RACKLEY OIL INC.	000415908	09/30/2015	GAS	022-322-525-231		09/30/2015	116.64
RACKLEY OIL INC.	000415920	09/30/2015	GAS	022-322-525-231		09/30/2015	77.41
RACKLEY OIL INC.	000415922	09/30/2015	GAS	022-322-525-231		09/30/2015	80.45
RACKLEY OIL INC.	000415923	09/30/2015	GAS	022-322-525-231		09/30/2015	78.17
RACKLEY OIL INC.	000415936	09/30/2015	GAS	022-322-525-231		09/30/2015	69.51
RACKLEY OIL INC.	000416000	09/30/2015	GAS	022-322-525-231		09/30/2015	102.16
RACKLEY OIL INC.	000416002	09/30/2015	GAS	022-322-525-231		09/30/2015	92.78
RACKLEY OIL INC.	000416004	09/30/2015	GAS	022-322-525-231		09/30/2015	88.10
RACKLEY OIL INC.	000416007	09/30/2015	GAS	022-322-525-231		09/30/2015	44.68

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
RACKLEY OIL INC.	000416025	09/30/2015	GAS	022-322-525-231		09/30/2015	104.80
CINTAS	215835811	09/18/2015	SANITATION	022-322-535-233		09/18/2015	228.67
RACKLEY OIL INC.	000416064	09/30/2015	GAS	022-322-525-231		09/30/2015	52.09
RACKLEY OIL INC.	000416076	09/30/2015	GAS	022-322-525-231		09/30/2015	46.06
RACKLEY OIL INC.	000416093	09/30/2015	GAS	022-322-525-231		09/30/2015	84.93
BELL BUILDING SUPPLY, INC.	129048	09/30/2015	BROOM /RAKE	022-322-555-250		09/30/2015	82.96
RACKLEY OIL INC.	000416157	09/30/2015	GAS	022-322-525-231		09/30/2015	30.09
RACKLEY OIL INC.	000416238	09/30/2015	GAS	022-322-525-231		09/30/2015	117.24
RACKLEY OIL INC.	000416240	09/30/2015	GAS	022-322-525-231		09/30/2015	60.46
RACKLEY OIL INC.	000416245	09/30/2015	GAS	022-322-525-231		09/30/2015	67.95
RACKLEY OIL INC.	000416250	09/30/2015	GAS	022-322-525-231		09/30/2015	79.82
RACKLEY OIL INC.	000416275	09/30/2015	GAS	022-322-525-231		09/30/2015	69.49
RACKLEY OIL INC.	000416337	09/30/2015	GAS	022-322-525-231		09/30/2015	75.30
MGM, INC.	005569	09/30/2015	#92A REPAIRS	022-322-630-360		09/30/2015	719.00
GATEWAY TIRE & SERVICE CENTER	I102906925	09/30/2015	#21A REPAIRS	022-322-630-360		09/30/2015	101.50
RACKLEY OIL INC.	000416404	09/30/2015	GAS	022-322-525-231		09/30/2015	76.80
RACKLEY OIL INC.	000416419	09/30/2015	GAS	022-322-525-231		09/30/2015	82.25
RACKLEY OIL INC.	000416457	09/30/2015	GAS	022-322-525-231		09/30/2015	91.88
RACKLEY OIL INC.	000416460	09/30/2015	GAS	022-322-525-231		09/30/2015	90.97
RACKLEY OIL INC.	000416462	09/30/2015	GAS	022-322-525-231		09/30/2015	57.11
RACKLEY OIL INC.	000416470	09/30/2015	GAS	022-322-525-231		09/30/2015	86.94
PAUL'S WELDING	5642	09/30/2015	84363 GARBAGE TRK	022-322-630-360		09/30/2015	92.50
RACKLEY OIL INC.	000416515	09/30/2015	GAS	022-322-525-231		09/30/2015	100.53
RACKLEY OIL INC.	000416541	09/30/2015	GAS	022-322-525-231		09/30/2015	48.55
RACKLEY OIL INC.	000416551	09/30/2015	GAS	022-322-525-231		09/30/2015	116.53
RACKLEY OIL INC.	000416552	09/30/2015	GAS	022-322-525-231		09/30/2015	47.31
GO TO PARTS	14204440	09/30/2015	LOCKBARS	022-322-555-250		09/30/2015	3,811.50
CINTAS	215837529	09/24/2015	SANITATION	022-322-535-233		09/24/2015	192.50
STARKVILLE AUTO PARTS	5151-84496	09/30/2015	TOOLS	022-322-630-360		09/30/2015	40.63
GATEWAY TIRE & SERVICE CENTER	I102910332	09/30/2015	#98 TIRES	022-322-630-360		09/30/2015	1,412.81
RACKLEY OIL INC.	000416597	09/30/2015	GAS	022-322-525-231		09/30/2015	70.71
RACKLEY OIL INC.	000416611	09/30/2015	GAS	022-322-525-231		09/30/2015	47.75
RACKLEY OIL INC.	000416612	09/30/2015	GAS	022-322-525-231		09/30/2015	63.60
RACKLEY OIL INC.	000416645	09/30/2015	gas	022-322-525-231		09/30/2015	68.89
RACKLEY OIL INC.	000416710	09/30/2015	GAS	022-322-525-231		09/30/2015	138.68
RACKLEY OIL INC.	000416726	09/30/2015	GAS	022-322-525-231		09/30/2015	94.69
RACKLEY OIL INC.	000416744	09/30/2015	GAS	022-322-525-231		09/30/2015	56.43
RACKLEY OIL INC.	000416745	09/30/2015	GAS	022-322-525-231		09/30/2015	104.12
RACKLEY OIL INC.	000416755	09/30/2015	GAS	022-322-525-231		09/30/2015	77.33
BASICS, INC. A Trade America Company	20093	09/30/2015	JANITORIAL SUPPLIES	022-322-501-200		09/30/2015	324.72
RACKLEY OIL INC.	000416858	09/30/2015	GAS	022-322-525-231		09/30/2015	86.70

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	022-322-604-330		09/30/2015	161.34
TRI-STATE TRUCKCENTER	BW77293	09/30/2015	REPAIRS TO FILTRATION SYSTEM #98	022-322-630-360		09/30/2015	678.78
CINTAS	215839246	09/30/2015	SANITATION	022-322-535-233		09/30/2015	192.50
GATEWAY TIRE & SERVICE CENTER	I102919983	09/30/2015	#91 REPAIR FLAT	022-322-630-360		09/30/2015	26.50
RACKLEY OIL INC.	000415184	09/30/2015	GAS	022-322-525-231		09/30/2015	133.21
RACKLEY OIL INC.	000415208	09/30/2015	GAS	022-322-525-231		09/30/2015	110.77
RACKLEY OIL INC.	000415220	09/30/2015	GAS	022-322-525-231		09/30/2015	51.74
RACKLEY OIL INC.	000415225	09/30/2015	GAS	022-322-525-231		09/30/2015	43.11
RACKLEY OIL INC.	000415229	09/30/2015	GAS	022-322-525-231		09/30/2015	43.49
RACKLEY OIL INC.	000415242	09/30/2015	GAS	022-322-525-231		09/30/2015	63.63
RACKLEY OIL INC.	000415257	09/30/2015	GS	022-322-525-231		09/30/2015	101.63
GOLDEN TRIANGLE PLANNING & DEVELOPM	3587	09/30/2015	AUG 2015	022-322-600-379		09/30/2015	305.30
TERRY'S GARAGE, INC	37869	09/30/2015	AUTO REPAIRS #98	022-322-630-360		09/30/2015	2,402.38
STARKVILLE ELECTRIC	INV0015598	09/30/2015	SANITATION 146.2	022-322-600-333		09/30/2015	5,667.94
RACKLEY OIL INC.	000415277	09/30/2015	GAS	022-322-525-231		09/30/2015	41.56
RACKLEY OIL INC.	000415318	09/30/2015	GAS	022-322-525-231		09/30/2015	66.01
RACKLEY OIL INC.	000415326	09/30/2015	GAS	022-322-525-231		09/30/2015	48.00
RACKLEY OIL INC.	000415332	09/30/2015	GAS	022-322-525-231		09/30/2015	52.37
RACKLEY OIL INC.	000415398	09/30/2015	GAS	022-322-525-231		09/30/2015	124.51
RACKLEY OIL INC.	000415399	09/30/2015	GAS	022-322-525-231		09/30/2015	114.74
RACKLEY OIL INC.	000415405	09/30/2015	GAS	022-322-525-231		09/30/2015	60.94
RACKLEY OIL INC.	000415436	09/30/2015	GAS	022-322-525-231		09/30/2015	82.30
RACKLEY OIL INC.	000415482	09/30/2015	GAS	022-322-525-231		09/30/2015	72.50
RACKLEY OIL INC.	000415521	09/30/2015	GAS	022-322-525-231		09/30/2015	78.32
RACKLEY OIL INC.	000415539	09/30/2015	GAS	022-322-525-231		09/30/2015	62.81
RACKLEY OIL INC.	000415581	09/30/2015	GAS	022-322-525-231		09/30/2015	126.32
RACKLEY OIL INC.	000415583	09/30/2015	GAS	022-322-525-231		09/30/2015	69.90
RACKLEY OIL INC.	000415588	09/30/2015	GAS	022-322-525-231		09/30/2015	57.20
GATEWAY TIRE & SERVICE CENTER	I102893244	09/30/2015	#88 BRAKE / ROTOR REPLACEMENTS	022-322-630-360		09/30/2015	302.68
GATEWAY TIRE & SERVICE CENTER	I102893246	09/30/2015	#43 TIRES	022-322-630-360		09/30/2015	546.36
GATEWAY TIRE & SERVICE CENTER	I102893248	09/30/2015	#41 TIRES	022-322-630-360		09/30/2015	546.36
NORTHEAST EXTERMINATIN	INV0015617	09/30/2015	SANITATION	022-322-600-300		09/30/2015	30.00
Outstanding Total:							24,316.62
Department 322 - SANITATION DEPARTMENT Total:							24,316.62
Department: 325 - RUBBISH							
Outstanding							
STARKVILLE AUTO PARTS	5151-79019	09/23/2015	HYD FLUID / ROSE	022-325-630-360		09/23/2015	173.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
REGIONS FINANCIAL CORPORATION	734204.	09/30/2015	30010007521-003 KNUCKELBOON GRAPPLE TRUCK	022-325-820-874		09/30/2015	2,690.03
REGIONS FINANCIAL CORPORATION	734204.	09/30/2015	30010007521-003 KNUCKELBOON GRAPPLE TRUCK	022-325-830-873		09/30/2015	46.31
STARKVILLE AUTO PARTS	5151-79020	09/23/2015	RETURN INV#79016	022-325-630-360		09/23/2015	-53.94
Outstanding Total:							2,856.19
Department 325 - RUBBISH Total:							2,856.19

Department: 341 - LANDSCAPING

Outstanding

WADE INCORPORATED	03651984	09/30/2015	2015 WOODS BE-1260X BUSH HOG	022-341-691-550		09/30/2015	15,250.00
CINTAS	215835811	09/18/2015	SANITATION	022-341-535-233		09/18/2015	53.66
RACKLEY OIL INC.	000416138	09/30/2015	FUEL	022-341-525-231		09/30/2015	278.25
GATEWAY TIRE & SERVICE CENTER	1102909267	09/30/2015	REPLACE TIRES	022-341-630-360		09/30/2015	248.00
CINTAS	215837529	09/24/2015	SANITATION	022-341-535-233		09/24/2015	53.66
OKTIBBEHA COUNTY COOPERATIVE	27559	09/30/2015	SERVICE #015600 FIX AXLE L-1263	022-341-630-360		09/30/2015	163.74
PAUL'S WELDING	5644	09/30/2015	REPAIR TRUCK L-1262	022-341-630-360		09/30/2015	120.00
CINTAS	215839246	09/30/2015	SANITATION	022-341-535-233		09/30/2015	53.66
GATEWAY TIRE & SERVICE CENTER	1102919641	09/30/2015	REPLACE TIRES #84 SWEEPER	022-341-630-360		09/30/2015	544.10
OKTIBBEHA COUNTY COOPERATIVE	945360	09/30/2015	TOOLS	022-341-630-360		09/30/2015	106.64
Outstanding Total:							16,871.71
Department 341 - LANDSCAPING Total:							16,871.71
Fund 022 - SANITATION Total:							44,044.52

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - SANITARY LANDFILL

Outstanding

HANCOCK EQUIP. & OIL CO.	008881	09/30/2015	P-373 X-10 DEGREASER	023-323-630-360		09/30/2015	265.00
OREILLY AUTO PARTS	0997256980	09/30/2015	TOOLS	023-323-630-360		09/30/2015	679.81
OREILLY AUTO PARTS	0997-257545	09/30/2015	TOOLS	023-323-630-360		09/30/2015	895.91
CINTAS	215835810	09/18/2015	LANDFILL	023-323-535-233		09/18/2015	35.00
STARKVILLE AUTO PARTS	5151-84268	09/30/2015	MOTOR OIL /LOCK /FILTER	023-323-630-360		09/30/2015	48.63
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	023-323-604-330		09/18/2015	80.14
RACKLEY OIL INC.	000416142	09/30/2015	GAS	023-323-630-360		09/30/2015	18.68
THOMPSON MACHINERY	WO110040443	09/30/2015	BULLDOZER D6	023-323-630-360		09/30/2015	3,422.66
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0015462	09/17/2015	ACC#102182-001 LANDFIELD	023-323-625-380		09/17/2015	133.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CINTAS	215837528	09/24/2015	LANDFILL	023-323-535-233		09/24/2015	35.00
OREILLY AUTO PARTS	0997-259229	09/30/2015	TOOLS	023-323-630-360		09/30/2015	46.75
OREILLY AUTO PARTS	0997-259370	09/30/2015	REFILL KIT /TORX SET	023-323-630-360		09/30/2015	14.09
BELL BUILDING SUPPLY, INC.	130135	09/30/2015	TRIM LINE	023-323-501-200		09/30/2015	14.99
STARKVILLE AUTO PARTS	5151-84727	09/30/2015	PUMP SERVICE	023-323-630-360		09/30/2015	155.58
CINTAS	215839245	09/30/2015	LANDFILL	023-323-535-233		09/30/2015	35.00
ROCK HILL WATER ASSOCIATION	INV0015618	09/30/2015	UTILITIES	023-323-625-380		09/30/2015	57.00
OREILLY AUTO PARTS	0997-256512	09/30/2015	RADIATOR	023-323-630-360		09/30/2015	115.28
Outstanding Total:							6,052.52
Department 323 - SANITARY LANDFILL Total:							6,052.52
Fund 023 - LANDFILL ACCOUNT Total:							6,052.52

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

U S LAWNS OF STARKVILLE	4236	09/30/2015	MCKEE PARK	375-551-907-942		09/30/2015	4,875.00
NESCO ELECTRICAL DISTRIBUTORS	S2040461.001	09/30/2015	PVC MATERIALS	375-551-907-942		09/30/2015	50.08
RICE EQUIPMENT COMPANY	8065	09/30/2015	SERVICE CALL	375-551-907-942		09/30/2015	112.50
BIDDY SAW WORKS, INC.	171552	09/30/2015	TOOLS	375-551-907-942		09/30/2015	136.92
OKTIBBEHA COUNTY COOPERATIVE	948146	09/30/2015	CHEMICALS	375-551-907-942		09/30/2015	106.77
OKTIBBEHA COUNTY COOPERATIVE	948152	09/30/2015	FIRE ANT KILLER	375-551-907-942		09/30/2015	16.64
NEW HOME BUILDING STORES	K31828	09/23/2015	SPLASH PAD LUMBER	375-551-907-942		09/23/2015	907.40
JOYNER WILLIAMS	01158	09/23/2015	SPLASH PAD COLUMN TIES	375-551-907-942		09/23/2015	25.30
JOYNER WILLIAMS	01183	09/23/2015	SPLASH PAD LUMBAR	375-551-907-942		09/23/2015	25.48
JOYNER WILLIAMS	172898	09/23/2015	SPLASH PAD DRILL BIT	375-551-907-942		09/23/2015	16.39
LOWE'S	10949	09/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		09/30/2015	189.63
ALL STAR FENCE	9/17/15	09/30/2015	REMOVE PARTITION IN DUGOUT	375-551-907-942		09/30/2015	760.00
LIGHTS & BALLASTS, LLC	611433	09/30/2015	REPLACE BALLAST/BULBS	375-551-907-942		09/30/2015	776.00
CLIFTON CROSBY	029118	09/30/2015	REPAIR ICE MACHINE	375-551-907-942		09/30/2015	1,850.00
LOWE'S	15266	09/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		09/30/2015	68.32
NEW HOME BUILDING STORES	822091	09/29/2015	SPLASH PAD	375-551-907-942		09/29/2015	1,375.53
LOWE'S	07809	09/30/2015	ACC#9900.7173273 SUPPLIE	375-551-907-942		09/30/2015	177.14
OKTIBBEHA COUNTY COOPERATIVE	953656	09/30/2015	MARKING LIME	375-551-907-942		09/30/2015	86.25
LOWE'S	17105095	09/30/2015	INVOICE #10949 RETURN CREDIT MEMO	375-551-907-942		09/30/2015	-33.23
GROUNDSTONE CONSTRUCTION	226	09/30/2015	LYNN LANE BUS SHELTER	375-551-907-942		09/30/2015	15,771.15

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Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
GREAT SOUTHERN RECREATION	0808491	09/18/2015	McKEE PARK & G. EVANS SWING 2015-092	375-551-907-942		09/18/2015	8,580.88
T.L. LOWERY	142505	09/30/2015	REPAIRS DUGOUT PARK	375-551-907-942		09/30/2015	653.69
SAMMIE HILL	9/8/15	09/23/2015	SPLASH PAD LABOR	375-551-907-942		09/23/2015	1,852.00

Outstanding Total: 38,379.84

Department 551 - PARK & REC TOURISM Total: 38,379.84

Fund 375 - PARK AND REC TOURISM Total: 38,379.84

Fund: 400 - WATER & SEWER DEPARTMENTS

Department: 000 - UNDESIGNATED

Outstanding

CENTRAL PIPE SUPPLY, INC.	S100015444.002	09/24/2015	D#0539 PIPE INVENTORY MATERIALS	400-000-070-250		09/24/2015	154.40
CENTRAL PIPE SUPPLY, INC.	S100015444.003	09/24/2015	D#0539 PIPE INVENTORY MATERIALS	400-000-070-250		09/24/2015	3,187.52
CENTRAL PIPE SUPPLY, INC.	S100013237.002	09/24/2015	D#0474 PIPE INVENTORY MATERIALS	400-000-070-250		09/24/2015	1,717.60
CENTRAL PIPE SUPPLY, INC.	S100020775.001	09/24/2015	D#0697 PIPE INVENTORY MATERIALS	400-000-070-250		09/24/2015	2,728.77
CENTRAL PIPE SUPPLY, INC.	S100020775.002	09/24/2015	D#0697 PIPE INVENTORY MATERIALS	400-000-070-250		09/24/2015	281.00
CENTRAL PIPE SUPPLY, INC.	S100020775.003	09/24/2015	D#0697 PIPE INVENTORY MATERIALS	400-000-070-250		09/24/2015	1,937.10
CENTRAL PIPE SUPPLY, INC.	S100020775.004	09/24/2015	D#0697 PIPE INVENTORY MATERIALS	400-000-070-250		09/24/2015	17.97
DIXIE WHOLESALE WATERWORKS	451321	09/30/2015	D#0862 PIPE INVENTORY	400-000-070-250		09/30/2015	4,092.97
DIXIE WHOLESALE WATERWORKS	451620	09/30/2015	D#0846 PIPE INVENTORY	400-000-070-250		09/30/2015	1,834.30
G&C SUPPLY CO., INC	6589160	09/30/2015	BRASS HEX BUSHING D#080	400-000-070-250		09/30/2015	351.60
CENTRAL PIPE SUPPLY, INC.	S100031448.001	09/24/2015	D#0881 PIPE INVENTORY MATERIALS	400-000-070-250		09/24/2015	2,109.20
DIXIE WHOLESALE WATERWORKS	452498	09/30/2015	PIPE MATERIALS /CLAMPS	400-000-070-250		09/30/2015	813.20
CENTRAL PIPE SUPPLY, INC.	S100031193.004	09/30/2015	D#0875 PIPE MATERIAL	400-000-070-250		09/30/2015	8,954.60
DIXIE WHOLESALE WATERWORKS	452066	09/30/2015	d#0869 PIPE INVENTORY	400-000-070-250		09/30/2015	1,449.95

Outstanding Total: 29,630.18

Department 000 - UNDESIGNATED Total: 29,630.18

Department: 721 - NEW CONSTRUCTION REHAB

Outstanding

FASTENAL COMPANY	MSSTA59038	09/23/2015	PLUG /ORG CORD	400-721-555-250		09/23/2015	38.22
BELL BUILDING SUPPLY, INC.	128793	09/18/2015	8" tee hinge	400-721-555-250		09/18/2015	15.99
BELL BUILDING SUPPLY, INC.	128878	09/18/2015	BLOG TOOLS	400-721-555-250		09/18/2015	10.49
CINTAS	215835804	09/18/2015	REHAB	400-721-535-233		09/18/2015	23.23

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Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TERRY STIDHAM	897602	09/30/2015	DUNBROOK ST	400-721-630-568		09/30/2015	1,441.00
TERRY STIDHAM	897603	09/30/2015	COTTONWOOD	400-721-630-568		09/30/2015	3,314.00
TERRY STIDHAM	897604	09/30/2015	MCKEE ST	400-721-630-564		09/30/2015	1,519.50
TERRY STIDHAM	897605	09/30/2015	HELEN CIR	400-721-630-564		09/30/2015	1,116.50
TERRY STIDHAM	897607	09/30/2015	BEHIND GARRAND	400-721-630-400		09/30/2015	750.00
TERRY STIDHAM	897609	09/30/2015	REHAB	400-721-630-400		09/30/2015	525.00
TERRY STIDHAM	897616	09/30/2015	NOTINGHAM	400-721-630-568		09/30/2015	974.50
RACKLEY OIL INC.	000416110	09/18/2015	GAS	400-721-525-231		09/18/2015	52.71
RACKLEY OIL INC.	000416113	09/18/2015	FUEL	400-721-525-231		09/18/2015	45.81
UNITED RENTALS (NORTH AMERICA), INC.	131544909-001	09/18/2015	SKID STEER RENTAL	400-721-630-400		09/18/2015	282.02
CINTAS	215837522	09/24/2015	REHAB	400-721-535-233		09/24/2015	23.23
STARKVILLE AUTO PARTS	5151-84639	09/30/2015	TRANSMISSION FLUID	400-721-630-360		09/30/2015	71.88
DUDLEY ENTERPRISES, LLC	9/25/15	09/30/2015	F-6677 MULCH HAY	400-721-630-566		09/30/2015	464.00
GATEWAY TIRE & SERVICE CENTER	1102916211	09/30/2015	#66 REPAIR FLAT	400-721-630-360		09/30/2015	15.00
CSPIRE WIRELESS	INV0015620	09/30/2015	ACC#0030343986	400-721-604-330		09/30/2015	375.37
CINTAS	215839239	09/30/2015	CITY HALL	400-721-535-233		09/30/2015	23.23
INFOSENSE, INC	1224	09/30/2015	GPS CHIP REPLACEMENT F#6664	400-721-630-400		09/30/2015	2,370.00

Outstanding Total: 13,451.68

Department 721 - NEW CONSTRUCTION REHAB Total: 13,451.68

Department: 723 - WATER DEPARTMENT

Outstanding

BELL BUILDING SUPPLY, INC.	109314	09/23/2015	PADLOCK /HINGE	400-723-555-250		09/23/2015	29.68
CANON SOLUTIONS	905579	09/29/2015	JWH03501 (UCOYO) COPIER	400-723-604-330		09/29/2015	49.98
AMERICA-BURLINGTON			USAGE				
PALMER'S SERVICE CENTER	INV0015460	09/17/2015	#57 #59 #63 BIG /LITTLE	400-723-630-360		09/17/2015	35.00
			DUMP TRK SERVICE				
PALMER'S SERVICE CENTER	INV0015460	09/17/2015	#57 #59 #63 BIG /LITTLE	400-723-630-360		09/17/2015	100.48
			DUMP TRK SERVICE				
PALMER'S SERVICE CENTER	INV0015460	09/17/2015	#57 #59 #63 BIG /LITTLE	400-723-630-360		09/17/2015	534.93
			DUMP TRK SERVICE				
PALMER'S SERVICE CENTER	INV0015460	09/17/2015	#57 #59 #63 BIG /LITTLE	400-723-630-360		09/17/2015	641.23
			DUMP TRK SERVICE				
PALMER'S SERVICE CENTER	INV0015460	09/17/2015	#57 #59 #63 BIG /LITTLE	400-723-630-360		09/17/2015	157.89
			DUMP TRK SERVICE				
PALMER'S SERVICE CENTER	INV0015460	09/17/2015	#57 #59 #63 BIG /LITTLE	400-723-630-360		09/17/2015	906.32
			DUMP TRK SERVICE				
BELL BUILDING SUPPLY, INC.	118336	09/24/2015	CLEAR CLEANER /RED CPL	400-723-555-250		09/24/2015	21.74
NEWELL PAPER COMPANY	750463	09/18/2015	JANITORIAL SUPPLIES	400-723-585-277		09/18/2015	160.20
FALCON CONTRACTING	3393.	09/30/2015	STARKVILLE CITY STREET	400-723-630-563		09/30/2015	21,399.00
CO.,INC			{#3393 PAID IN FULL}				

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Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
FALCON CONTRACTING CO., INC	3393.	09/30/2015	CITY STREET IMPROVEMENTS (#3393 PAI	400-723-630-567		09/30/2015	21,399.00
BELL BUILDING SUPPLY, INC.	120291	09/30/2015	KNEE PADS /CAP	400-723-555-250		09/30/2015	41.24
COVINGTON SALES & SERVICE, INC.	70122	09/23/2015	1"CHISEL POINT NOZZLE /FR	400-723-630-360		09/23/2015	461.25
THOMPSON MACHINERY	525620012	09/30/2015	MACHINE SERVICE	400-723-630-400		09/30/2015	150.00
UNITED RENTALS (NORTH AMERICA), INC.	130736354-001	09/30/2015	DEWATERING PUMP 2" /HOSE	400-723-630-400		09/30/2015	683.76
CANON SOLUTIONS AMERICA-BURLINGTON	4016890294	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	400-723-604-330		09/29/2015	45.06
CANON SOLUTIONS AMERICA-BURLINGTON	4016890985	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	400-723-604-330		09/29/2015	45.78
CANON SOLUTIONS AMERICA-BURLINGTON	4016935823	09/29/2015	JWH03501 (UCOYO) COPIER USAGE	400-723-604-330		09/29/2015	37.57
BASICS, INC. A Trade America Company	20025	09/18/2015	YELLOW HI LITERS	400-723-585-277		09/18/2015	23.00
BASICS, INC. A Trade America Company	20048	09/18/2015	JANITORIAL ITEMS	400-723-585-277		09/18/2015	427.45
STARKVILLE AUTO PARTS	5151-84125	09/23/2015	BRAKE ROTOR /PADS '03CHEVY1500 AUTO PARTS	400-723-630-360		09/23/2015	162.63
GATEWAY TIRE & SERVICE CENTER	1102895190	09/17/2015	MIRADA CROSSTOUR TIRES	400-723-630-360		09/17/2015	200.24
ATMOS ENERGY	INV0015466	09/17/2015	#3020752702	400-723-625-380		09/17/2015	39.60
CANON FINANCIAL SERVICES, INC	15304478	09/23/2015	UCOYO RENT	400-723-604-330		09/23/2015	51.00
BASICS, INC. A Trade America Company	20049	09/18/2015	DEOD CONCT	400-723-585-277		09/18/2015	1,030.80
CANON FINANCIAL SERVICES, INC	15304474	09/23/2015	UCOYO RENT	400-723-604-330		09/23/2015	35.00
CINTAS	215835808	09/18/2015	AUTO	400-723-535-233		09/18/2015	35.00
CINTAS	215835809	09/18/2015	WATER	400-723-535-233		09/18/2015	247.70
TERRY STIDHAM	897601	09/30/2015	LINCOLN GREEN	400-723-630-400		09/30/2015	1,500.00
TERRY STIDHAM	897606	09/30/2015	PLUM ST	400-723-630-400		09/30/2015	637.50
TERRY STIDHAM	897608	09/30/2015	BLUEFIELD OFFICE	400-723-691-550		09/30/2015	1,792.00
UNITED RENTALS (NORTH AMERICA), INC.	131469827-002	09/30/2015	DEWATERING PUMP RENTAL	400-723-630-400		09/30/2015	215.34
PALMER'S SERVICE CENTER	9/16/15	09/23/2015	808CAT 753 SKID STEER MAINT	400-723-630-400		09/23/2015	1,920.46
OKTIBBEHA COUNTY COOPERATIVE	949013	09/23/2015	T-POST /CLIPS	400-723-555-250		09/23/2015	75.80
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	400-723-604-330		09/18/2015	200.09
LAWSON PRODUCTS, INC.	CW9836	09/30/2015	D-0893 ORDER#CW9836 STEEL HOSE CLAMP	400-723-555-250		09/30/2015	132.39
RACKLEY OIL INC.	000416159	09/23/2015	DIESEL	400-723-525-231		09/23/2015	63.76
FASTENAL COMPANY	MSSTA59881	09/24/2015	LAZER	400-723-555-250		09/24/2015	63.68

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
LAWSON PRODUCTS, INC.	9303565368	09/30/2015	D0893 STEEL HOSE CLAMPS /FRT	400-723-555-250		09/30/2015	148.53
OKTIBBEHA COUNTY COOPERATIVE	950236	09/23/2015	TOP SOIL	400-723-630-567		09/23/2015	108.00
MARY J ADAMS	INV0015547	09/18/2015	REPLACEMENT VALVE	400-723-630-400		09/18/2015	52.69
APAC-MISSISSIPPI, INC	4000057540	09/30/2015	ASPHALT	400-723-587-279		09/30/2015	231.53
APAC-MISSISSIPPI, INC	4000057579	09/30/2015	ASPHALT	400-723-587-279		09/30/2015	219.77
CINTAS	215837526	09/24/2015	AUTO	400-723-535-233		09/24/2015	35.00
CINTAS	215837527	09/24/2015	WATER	400-723-535-233		09/24/2015	128.48
STARKVILLE AUTO PARTS	5151-84497	09/30/2015	TORX BIT SET	400-723-555-250		09/30/2015	19.99
UNITED RENTALS (NORTH AMERICA), INC.	131469827-003	09/30/2015	PUMP RENTAL	400-723-630-567		09/30/2015	460.91
BASICS, INC. A Trade America Company	20085	09/30/2015	AIR FRESHNER /TIMED DEO	400-723-585-277		09/30/2015	169.32
BASICS, INC. A Trade America Company	20089	09/30/2015	TIME CARDS /ENVELOPES	400-723-585-277		09/30/2015	112.18
COBURN SUPPLY COMPANY	648227569-2	09/30/2015	DESCALER D#0837	400-723-555-250		09/30/2015	376.65
BELL BUILDING SUPPLY, INC.	130332	09/30/2015	MASTER PAD/ RAIN-r-SHINE CLEANER	400-723-555-250		09/30/2015	60.59
SOUTHERN PIPE AND SUPPLY CO., INC	9055122-00	09/30/2015	STEEL CPLG BOLT STYLE	400-723-555-250		09/30/2015	492.34
CINTAS	215839243	09/30/2015	AUTO	400-723-535-233		09/30/2015	35.00
CINTAS	215839244	09/30/2015	WATER	400-723-535-233		09/30/2015	128.48
OKTIBBEHA COUNTY COOPERATIVE	943263	09/18/2015	TOP SOIL	400-723-630-567		09/18/2015	360.00
LAWSON PRODUCTS, INC.	CW9836.	09/30/2015	TYPO -INVOICE 9303565368-	400-723-555-250		09/30/2015	-132.98
STARKVILLE ELECTRIC	INV0015599	09/30/2015	WATER 146.1 ~METER READING~	400-723-600-316		09/30/2015	9,081.00
STARKVILLE ELECTRIC	INV0015599	09/30/2015	WATER 146.1 ~METER READING~	400-723-600-334		09/30/2015	19,092.48
COBURN SUPPLY COMPANY	648278844	09/18/2015	HYMAX D#0872	400-723-630-400		09/18/2015	1,739.94
FASTENAL COMPANY	MSSTA59674	09/17/2015	STAKE FLAGS / DMND BLADE /TOOLS	400-723-555-250		09/17/2015	1,134.26

Outstanding Total: 89,807.71

Department 723 - WATER DEPARTMENT Total: 89,807.71

Department: 726 - WASTEWATER TREATMENT PLANT

Outstanding

CLEARWATER INC., ENVIRONMENTAL ENGI	101.51507	09/30/2015	WWTF OPERATIONS	400-726-600-338		09/30/2015	9,805.50
STARKVILLE AUTO PARTS	5151-82604	09/23/2015	FUEL FILTER	400-726-555-250		09/23/2015	156.98
SULLIVAN'S OFFICE SUPPLY, INC.	180934	09/23/2015	STANDARD STAPLES	400-726-501-200		09/23/2015	3.90
BRENNTAG MID-SOUTH, INC	BMS126625.	09/30/2015	E36382 CHEMICALS	400-726-577-274		09/30/2015	223.65
BASICS, INC. A Trade America Company	20050	09/17/2015	TOWELS/ GLOVES/ JANITORIAL SUPPLIES	400-726-555-250		09/17/2015	268.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SOUTHERN PIPE AND SUPPLY CO., INC	9008873-00	09/30/2015	PIPE MATERIALS E#6453	400-726-555-250		09/30/2015	68.12
GROUNDSTONE CONSTRUCTION	219-5	09/18/2015	CONCRETE REPAIRS	400-726-630-400		09/18/2015	3,682.60
ENVIRO-LABS, INC	211	09/30/2015	INFLUENT 8/17/15 EFFLUENT 8/24/15	400-726-577-274		09/30/2015	167.00
CINTAS	215835806	09/18/2015	WASTE WATER	400-726-535-233		09/18/2015	6.64
TERRY STIDHAM	897614	09/30/2015	LAGOON	400-726-630-400		09/30/2015	1,850.00
VERIZON WIRELESS	9751632781	09/18/2015	ACC#523561109-00001 PHONE CHARGES	400-726-604-330		09/18/2015	40.01
RACKLEY OIL INC.	000416434	09/30/2015	GAS	400-726-525-231		09/30/2015	40.48
CINTAS	215837524	09/24/2015	WASTE WATER	400-726-535-233		09/24/2015	6.64
BRENTAG MID-SOUTH, INC	BMS189252	09/30/2015	CHEMICAL	400-726-577-274		09/30/2015	447.30
BASICS, INC. A Trade America Company	20094	09/30/2015	JANITORIAL ITEMS	400-726-555-250		09/30/2015	182.60
RACKLEY OIL INC.	000416820	09/30/2015	GAS	400-726-525-231		09/30/2015	30.77
ORMAN'S WELDING & FAB., INC.	25598	09/30/2015	SHERWOOD	400-726-630-428		09/30/2015	360.00
DELTACOM	110417950921150	09/30/2015	ACC#11041795	400-726-630-400		09/30/2015	61.00
CINTAS	215839241	09/30/2015	WASTE WATER	400-726-535-233		09/30/2015	6.64
BRENTAG MID-SOUTH, INC	BMS126625	09/29/2015	CREDIT MEMO #BMS192276 po#E-6382	400-726-577-274		09/29/2015	-74.55
DIXIE WHOLESALE WATERWORKS	452062	09/30/2015	VALMATIC MODEL /SADDLE /STEEL NIP E#6440	400-726-630-400		09/30/2015	4,007.87
ALLIED UNIVERSAL CORPORATION	11276532	09/30/2015	E#6404 CHEMICALS	400-726-577-274		09/30/2015	908.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0015461	09/17/2015	ACC#248005-001 UTILITIES	400-726-625-380		09/17/2015	795.00
STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	400-726-625-380		09/30/2015	25,642.05
DELTACOM	121623350907150	09/17/2015	acc#12162335 PHONE CHARGES	400-726-604-330		09/17/2015	51.36

Outstanding Total: 48,737.95

Department 726 - WASTEWATER TREATMENT PLANT Total: 48,737.95

Department: 730 - BOND AND OTHER FUND DEBT

Outstanding							
MS DEVELOPMENT AUTHORITY	63	09/30/2015	GMS#556 SERVICE ZONE CA	400-730-924-898		09/30/2015	2,438.10
MS DEVELOPMENT AUTHORITY	65	09/30/2015	GMS#539 SERVICE ZONE CA	400-730-924-898		09/30/2015	4,907.11

Outstanding Total: 7,345.21

Department 730 - BOND AND OTHER FUND DEBT Total: 7,345.21

Expense Approval Report

Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 740 - DRINKING WATER TREATMENT							
Outstanding							
STARKVILLE AUTO PARTS	5151-82221	09/23/2015	REMAN STARTER	400-740-555-250		09/23/2015	136.99
STARKVILLE AUTO PARTS	5151-82222	09/23/2015	MOTOR OIL	400-740-555-250		09/23/2015	19.99
CONTROL SYSTEMS	51206	09/23/2015	BOOSTER #1 RTU UPGRADE	400-740-586-278		09/23/2015	7,360.00
CONTROL SYSTEMS	51295	09/18/2015	REPLACE RTU STATION #2 BOOSTER	400-740-586-278		09/18/2015	7,360.00
ALLIED UNIVERSAL CORPORATION	11278084	09/23/2015	CHEMICALS E#1296	400-740-575-274		09/23/2015	304.00
ALLIED UNIVERSAL CORPORATION	11278085	09/23/2015	CHEMICALS	400-740-575-274		09/23/2015	250.00
ALLIED UNIVERSAL CORPORATION	11278086	09/23/2015	CHEMICALS E#1296	400-740-575-274		09/23/2015	250.00
ALLIED UNIVERSAL CORPORATION	11278087	09/23/2015	CHEMICALS E#1296	400-740-575-274		09/23/2015	304.00
RACKLEY OIL INC.	000416026	09/18/2015	GAS	400-740-525-231		09/18/2015	50.72
RACKLEY OIL INC.	000416427	09/24/2015	WELL OIL	400-740-525-231		09/24/2015	1,146.20
STARKVILLE AUTO PARTS	5151-82229	09/23/2015	CORE RETURN INV#82221	400-740-555-250		09/23/2015	-32.00
ALLIED UNIVERSAL CORPORATION	11282604	09/30/2015	E#1305 CHEMICALS	400-740-575-274		09/30/2015	247.00
ALLIED UNIVERSAL CORPORATION	11282605	09/30/2015	E#1305 CHEMICALS	400-740-575-274		09/30/2015	301.00
ALLIED UNIVERSAL CORPORATION	11282606	09/30/2015	E#1305 CHEMICALS	400-740-575-274		09/30/2015	247.00
ALLIED UNIVERSAL CORPORATION	11282607	09/30/2015	E#1305 CHEMICALS	400-740-575-274		09/30/2015	571.00
STARKVILLE ELECTRIC	INV0015619	09/30/2015	SED BILLS	400-740-625-380		09/30/2015	7,734.43
Outstanding Total:							26,250.33
Department 740 - DRINKING WATER TREATMENT Total:							26,250.33
Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS							
Outstanding							
TERRY STIDHAM	8/15/15	09/30/2015	INDUSTRIAL PARK SEWER REPLACEMENT	400-747-911-862		09/30/2015	169,187.83
4-D CONSTRUCTION, INC.	12	09/30/2015	SEWER EXPANSION	400-747-911-860		09/30/2015	29,806.82
Outstanding Total:							198,994.65
Paid							
GUSSIE ZUBER	INV0015534	09/17/2015	EASEMENT	400-747-900-816		09/17/2015	671.00
DOROTHY P. JOHNSON	INV0015535	09/17/2015	EASEMENT	400-747-900-816		09/17/2015	1,440.00
ELLA MAE VAUGHN	INV0015536	09/17/2015	EASEMENT	400-747-900-816		09/17/2015	486.00
NEW PRAIRIE GROVE M.B. CHURCH	INV0015537	09/17/2015	EASEMENT	400-747-900-816		09/17/2015	767.00

Expense Approval Report

Post Dates: 9/17/2015 - 9/30/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
RODNEY POPE	INV0015538	09/17/2015	EASEMENT	400-747-900-816		09/17/2015	580.00
Paid Total:							3,944.00
Department 747 - MDA CAP LOAN SEWER IMPROVEMENTS Total:							202,938.65
Fund 400 - WATER & SEWER DEPARTMENTS Total:							418,161.71
Fund: 610 - TRUST & AGENCY							
Department: 000 - UNDESIGNATED							
Paid							
STARKVILLE CONVENTIONS/VISITORS BU	INV0015569	09/25/2015	HOTEL /MOTEL 2%TAX	610-000-147-656		09/25/2015	17,568.57
Paid Total:							17,568.57
Department 000 - UNDESIGNATED Total:							17,568.57
Fund 610 - TRUST & AGENCY Total:							17,568.57
Fund: 630 - ECONOMIC DEV, TOURISM & CONV							
Department: 000 - UNDESIGNATED							
Paid							
MSU	INV0015566	09/25/2015	2% FOOD & BEV TAX 20%	630-000-147-657		09/25/2015	26,713.98
O.C.E.D.A	INV0015567	09/25/2015	2% FOOD & BEV TAX 15%	630-000-148-655		09/25/2015	20,035.49
STARKVILLE CONVENTIONS/VISITORS BU	INV0015568	09/25/2015	2%FOOD & BEV TAX 15%	630-000-147-664		09/25/2015	20,035.49
Paid Total:							66,784.96
Department 000 - UNDESIGNATED Total:							66,784.96
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:							66,784.96
Grand Total:							1,049,655.77

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	452,168.03	206,927.11
002 - RESTRICTED POLICE FUND	1,752.44	0.00
015 - AIRPORT FUND	4,743.18	0.00
022 - SANITATION	44,044.52	0.00
023 - LANDFILL ACCOUNT	6,052.52	0.00
375 - PARK AND REC TOURISM	38,379.84	0.00
400 - WATER & SEWER DEPARTMENTS	418,161.71	3,944.00
610 - TRUST & AGENCY	17,568.57	17,568.57
630 - ECONOMIC DEV, TOURISM & CONV	66,784.96	66,784.96
Grand Total:	1,049,655.77	295,224.64

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-208	DUE FROM PARKS & REC	14,590.92	0.00
001-000-070-251	FUEL INVENTORY	13,983.66	0.00
001-000-149-691	MUNICIPAL COURT BON	539.00	539.00
001-000-160-618	PINK HILLS/FIRE DEPART	102.95	0.00
001-000-160-698	DONATION POLICE	134.00	0.00
001-000-330-135	COURT CLERK SETTLEME	100.00	100.00
001-100-604-330	COMMUNICATIONS	480.76	0.00
001-100-610-350	TRAVEL	207.00	207.00
001-110-501-200	SUPPLIES	678.69	0.00
001-110-600-300	PROFESSIONAL SERVICE	321.00	0.00
001-110-604-330	COMMUNICATIONS	234.93	0.00
001-110-620-370	INSURANCE	175.00	0.00
001-120-501-200	SUPPLIES	47.58	0.00
001-120-503-202	COMMITTEE SUPPORT	5.00	0.00
001-120-604-330	COMMUNICATIONS	469.46	0.00
001-123-600-300	PROFESSIONAL SERVICE	599.98	0.00
001-123-604-330	COMMUNICATIONS	1,016.47	0.00
001-123-630-400	EQUIPMENT REPAIR &	70.00	0.00
001-123-691-550	MISCELLANEOUS	10.00	0.00
001-145-481-140	EMPLOYEE EDUCATION	1,370.00	0.00
001-145-501-200	SUPPLIES	779.68	0.00
001-145-604-330	COMMUNICATIONS	132.87	0.00
001-145-610-350	TRAVEL	75.00	0.00
001-145-630-400	EQUIPMENT REPAIR &	805.78	0.00
001-169-600-309	LEGAL EXPENSES	1,000.00	0.00
001-180-604-330	COMMUNICATIONS	357.25	0.00
001-180-691-550	MISCELLANEOUS	390.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-190-525-231	GAS & OIL	55.01	0.00
001-190-604-330	COMMUNICATIONS	754.61	0.00
001-190-607-605	HISTORIC PRES GRANT	4,300.00	0.00
001-190-630-401	OFFICE EQUIP MAINT	459.63	0.00
001-190-691-550	MISCELLANEOUS	215.17	0.00
001-192-510-220	SUPPLIES - TOOLS	382.78	0.00
001-192-535-233	UNIFORMS	77.52	0.00
001-192-625-380	UTILITIES	4,003.44	0.00
001-192-630-403	REPAIRS TO BUILDING	1,126.91	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	6,250.00	0.00
001-197-501-200	SUPPLIES	17.76	0.00
001-197-535-233	UNIFORMS	101.96	0.00
001-197-600-308	ENGINEERING SERVICES	4,143.97	0.00
001-197-604-330	COMMUNICATIONS	426.35	0.00
001-197-630-400	EQUIPMENT REPAIR &	322.48	0.00
001-197-820-874	PRINCIPEL	365.36	365.36
001-197-830-873	INTEREST	71.60	71.60
001-201-525-231	GAS & OIL	6,570.83	0.00
001-201-535-233	UNIFORMS	1,470.16	0.00
001-201-556-251	POLICE SUPPLIES	2,962.74	0.00
001-201-600-300	PROFESSIONAL SERVICE	3,093.58	0.00
001-201-604-330	COMMUNICATIONS	2,272.52	0.00
001-201-615-343	PRINTING & BINDING	1,147.57	0.00
001-201-625-380	UTILITIES	2,270.19	0.00
001-201-630-360	SHOP REPAIRS & MAINT	2,555.34	0.00
001-201-630-400	EQUIPMENT REPAIR &	1,311.00	0.00
001-201-635-369	COPIER RENTAL	1,471.75	0.00
001-215-541-237	OPERATING SUPPLIES	193.14	0.00
001-230-690-552	POLICE TRAINING & EDU	4,549.00	3,650.00
001-250-604-330	COMMUNICATIONS	708.95	0.00
001-254-610-350	TRAVEL	124.00	124.00
001-261-501-200	SUPPLIES	66.90	0.00
001-261-510-220	SUPPLIES - TOOLS	93.99	0.00
001-261-525-231	GAS & OIL	977.39	0.00
001-261-535-233	UNIFORMS	2,406.42	0.00
001-261-554-240	FIRE INVESTIGATION	423.88	0.00
001-261-555-250	SUPPLIES & SMALL TOO	41.96	0.00
001-261-600-319	PHYSICAL EXAMINATION	200.00	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,559.59	0.00
001-261-691-550	MISCELLANEOUS	366.12	0.00
001-261-918-805	MACHINERY AND EQUIP	1,960.94	0.00
001-262-555-250	SUPPLIES & SMALL TOO	457.49	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-263-600-390	FIRE TRAINING	1,171.12	0.00
001-264-604-330	COMMUNICATIONS	224.69	0.00
001-264-630-404	RADIO MAINTENANCE /	293.45	0.00
001-267-558-269	BUILDING MAINTENANC	387.20	0.00
001-267-625-380	UTILITIES	2,963.43	0.00
001-281-555-250	SUPPLIES & SMALL TOO	10.23	0.00
001-281-604-330	COMMUNICATIONS	124.30	0.00
001-281-610-350	TRAVEL	458.68	0.00
001-281-630-360	SHOP REPAIRS & MAINT	19.98	0.00
001-281-820-874	PRINCIPAL	365.35	365.35
001-281-830-873	INTEREST	71.59	71.59
001-290-625-380	UTILITIES	160.98	0.00
001-290-918-805	MACHINERY AND EQUIP	15,000.00	0.00
001-301-515-221	ENVIRONMENTAL CONT	2,576.61	0.00
001-301-535-233	UNIFORMS	316.11	0.00
001-301-555-250	SUPPLIES & SMALL TOO	11,052.02	0.00
001-301-560-270	CONSTRUCTION MATERI	3,572.70	0.00
001-301-604-330	COMMUNICATIONS	124.55	0.00
001-301-625-380	UTILITIES	20.19	0.00
001-301-630-400	EQUIPMENT REPAIR &	12.00	0.00
001-302-625-380	UTILITIES	29,720.16	0.00
001-360-525-231	GAS & OIL	172.41	0.00
001-360-555-250	SUPPLIES & SMALL TOO	32.00	0.00
001-360-604-330	COMMUNICATIONS	38.04	0.00
001-360-625-380	UTILITIES	1,073.56	0.00
001-600-901-812	MUNICIPAL BUILDING F	28,467.30	0.00
001-600-902-940	LYNN LANE IMPROVEME	201,433.21	201,433.21
001-600-903-516	ADA SIDEWALKS	1,204.50	0.00
001-600-903-518	BUS PADS	1,025.00	0.00
001-600-912-940	LYNN LANE IMPROVEME	2,693.49	0.00
001-600-948-873	WARD 3 IMPROVEMENT	3,500.00	0.00
001-600-948-876	WARD 6 IMPROVEMENT	25,769.10	0.00
001-605-600-300	PROFESSIONAL SERVICE	6,169.10	0.00
001-800-890-880	EURO COPTER PROJECT	10,938.00	0.00
002-251-501-200	SUPPLIES	1,604.36	0.00
002-251-600-300	PROFESSIONAL SERVICE	148.08	0.00
015-505-501-200	SUPPLIES	34.00	0.00
015-505-541-237	OPERATING SUPPLIES	55.98	0.00
015-505-570-273	VEHICLE REPAIR PARTS	261.44	0.00
015-505-600-338	CONTRACT SERVICES	604.70	0.00
015-505-604-330	COMMUNICATIONS	62.15	0.00
015-505-625-380	UTILITIES	1,083.82	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-720-801	CAPITAL OUTLAY, IMPR	2,641.09	0.00
022-322-501-200	SUPPLIES	324.72	0.00
022-322-525-231	GAS & OIL	5,483.68	0.00
022-322-535-233	UNIFORMS	613.67	0.00
022-322-555-250	SUPPLIES & SMALL TOO	4,830.47	0.00
022-322-600-300	PROFESSIONAL SERVICE	60.00	0.00
022-322-600-333	ADMINISTRATIVE SERVI	5,667.94	0.00
022-322-600-379	REGIONAL LANDFILL EXP	305.30	0.00
022-322-604-330	COMMUNICATIONS	161.34	0.00
022-322-630-360	SHOP REPAIRS & MAINT	6,869.50	0.00
022-325-630-360	SHOP REPAIRS & MAINT	119.85	0.00
022-325-820-874	PRINCIPAL	2,690.03	0.00
022-325-830-873	INTEREST	46.31	0.00
022-341-525-231	GAS & OIL	278.25	0.00
022-341-535-233	UNIFORMS	160.98	0.00
022-341-630-360	SHOP REPAIRS & MAINT	1,182.48	0.00
022-341-691-550	MISCELLANEOUS	15,250.00	0.00
023-323-501-200	SUPPLIES	14.99	0.00
023-323-535-233	UNIFORMS	105.00	0.00
023-323-604-330	COMMUNICATIONS	80.14	0.00
023-323-625-380	UTILITIES	190.00	0.00
023-323-630-360	SHOP REPAIRS & MAINT	5,662.39	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	38,379.84	0.00
400-000-070-250	INVENTORY	29,630.18	0.00
400-721-525-231	GAS & OIL	98.52	0.00
400-721-535-233	UNIFORMS	69.69	0.00
400-721-555-250	SUPPLIES & SMALL TOO	64.70	0.00
400-721-604-330	COMMUNICATIONS	375.37	0.00
400-721-630-360	SHOP REPAIRS & MAINT	86.88	0.00
400-721-630-400	EQUIPMENT REPAIR &	3,927.02	0.00
400-721-630-564	CONTRACT LABOR	2,636.00	0.00
400-721-630-566	CONSTRUCTION MATERI	464.00	0.00
400-721-630-568	CONTRACT LABOR	5,729.50	0.00
400-723-525-231	GAS & OIL	63.76	0.00
400-723-535-233	UNIFORMS	609.66	0.00
400-723-555-250	SUPPLIES & SMALL TOO	2,463.91	0.00
400-723-585-277	OTHER REP & MAINT - S	1,922.95	0.00
400-723-587-279	STREET MAINTENANCE S	451.30	0.00
400-723-600-316	CONTRACT SERVICE-ME	9,081.00	0.00
400-723-600-334	ADMINISTRATIVE SERVI	19,092.48	0.00
400-723-604-330	COMMUNICATIONS	464.48	0.00
400-723-625-380	UTILITIES	39.60	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
400-723-630-360	SHOP REPAIRS & MAINT	3,199.97	0.00
400-723-630-400	EQUIPMENT REPAIR &	6,899.69	0.00
400-723-630-563	CONSTRUCTION MATERI	21,399.00	0.00
400-723-630-567	CONSTRUCTION MATERI	22,327.91	0.00
400-723-691-550	MISCELLANEOUS	1,792.00	0.00
400-726-501-200	SUPPLIES	3.90	0.00
400-726-525-231	GAS & OIL	71.25	0.00
400-726-535-233	UNIFORMS	19.92	0.00
400-726-555-250	SUPPLIES & SMALL TOO	676.09	0.00
400-726-577-274	CHEMICALS	1,671.40	0.00
400-726-600-338	CONTRACT SERVICES	9,805.50	0.00
400-726-604-330	COMMUNICATIONS	91.37	0.00
400-726-625-380	UTILITIES	26,437.05	0.00
400-726-630-400	EQUIPMENT REPAIR &	9,601.47	0.00
400-726-630-428	REMOTE PUMP STATIO	360.00	0.00
400-730-924-898	MOA CAP LOAN/FIRE M	7,345.21	0.00
400-740-525-231	GAS & OIL	1,196.92	0.00
400-740-555-250	SUPPLIES & SMALL TOO	124.98	0.00
400-740-575-274	CHEMICALS	2,474.00	0.00
400-740-586-278	TANK & WELL MAINTEN	14,720.00	0.00
400-740-625-380	UTILITIES	7,734.43	0.00
400-747-900-816	SW STK SEWER PROPER	3,944.00	3,944.00
400-747-911-860	SW STK SEWER IMP CON	29,806.82	0.00
400-747-911-862	INDUSTRIAL PARK SEWE	169,187.83	0.00
610-000-147-656	DUE TO GOVERNMENT	17,568.57	17,568.57
630-000-147-657	DUE TO MISSISSIPPI STA	26,713.98	26,713.98
630-000-147-664	DUE TO VISITORS/CONV	20,035.49	20,035.49
630-000-148-655	DUE TO EDA	20,035.49	20,035.49
	Grand Total:	1,049,655.77	295,224.64

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	1,049,655.77	295,224.64
Grand Total:	1,049,655.77	295,224.64

STARKVILLE ELECTRIC DEPT
FRS. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/15 ACCOENT 23200

UNPAID INVOICES

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 125 AT & T												
09/22/15	09/30/15		2 Phone Bill		10/07/15	640.73	.00	CHK				
VENDOR TOTAL:						640.73						
VENDOR: 131 ALTEC INDUSTRIES, INC.												
10451949;1045114	09/30/15		6070 Mounted Rescue System		10/07/15	2466.03	.00	ACH				
VENDOR TOTAL:						2466.03						
VENDOR: 134 ATWELL & GENT, P.A.												
7399-7403	09/30/15		0 Consulting Services		10/07/15	3380.00	.00	ACH				
VENDOR TOTAL:						3380.00						
VENDOR: 139 ACC BUSINESS												
152534881	09/30/15		0 Internet Services		10/07/15	1299.20	.00	CHK				
VENDOR TOTAL:						1299.20						
VENDOR: 190 BALDWIN LIGHTING, INC.												
13203;5241	09/30/15		6073 Wood & Concrete Poles		10/07/15	8813.00	.00	ACH				
VENDOR TOTAL:						8813.00						
VENDOR: 202 BELL BUILDING SUPPLY												
129063	09/30/15		6094 Socket Tool Set		10/07/15	52.82	.00	CHK				
VENDOR TOTAL:						52.82						
VENDOR: 208 BERRY ELECTRIC, LLC												
3715	09/30/15		6098 Install 200 Amp Service		10/07/15	2970.00	.00	CHK				
VENDOR TOTAL:						2970.00						
VENDOR: 222 BRYCE MORGAN FENCING												
09/17/15	09/30/15		6102 NE Substation Fence Repair		10/07/15	1000.00	.00	CHK				
VENDOR TOTAL:						1000.00						

STARKVILLE ELECTRIC DEPT
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ACCOUNTS PAYABLE LISTING
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UNPAID INVOICES

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INVOICE	DATE	PO	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 307 CITY OF STARKVILLE												
09/30/15	09/30/15	0	City Invoice		10/07/15	3483.10	.00	CHK				
VENDOR TOTAL:						3483.10						
VENDOR: 318 CLAYTON VILLAGE MINI STG												
09/27/15	09/30/15	0	Storage Unit Rental		10/07/15	190.00	.00	ACH				
VENDOR TOTAL:						190.00						
VENDOR: 348 DELL MARKETING L.P.												
XJRTN6546	09/30/15	6038	Dell PowerEdge R430 Server		10/07/15	8278.36	.00	CHK				
VENDOR TOTAL:						8278.36						
VENDOR: 400 IVY AUTO PARTS												
602656,509491,50	09/30/15	6112	Fuel Filter, Hydraulic Fluid		10/07/15	197.47	.00	ACH				
308014	09/30/15	6090	Hydraulic Hose & Fittings		10/07/15	327.56	.00	ACH				
VENDOR TOTAL:						525.03						
VENDOR: 439 DISASTER PROGRAM & OPERATION												
09/30/15	09/30/15	0	Disaster Recovery Plan		10/07/15	2000.00	.00	CHK				
VENDOR TOTAL:						2000.00						
VENDOR: 486 DOSS ELECTRIC, INC.												
1223	09/30/15	6104	City Hall Outdoor Electric W		10/07/15	3640.00	.00	CHK				
VENDOR TOTAL:						3640.00						
VENDOR: 496 EAST MISS LUMBER												
F1354;F1388	09/30/15	6109	Deck Supplies		10/07/15	120.49	.00	CHK				
VENDOR TOTAL:						120.49						
VENDOR: 552 EXPRESS SERV CLS, INC												
10377849-6;16350	09/30/15	0	Temp Office Employees		10/07/15	1993.35	.00	CHK				
VENDOR TOTAL:						1993.35						

STARKVILLE ELECTRIC DEPT
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ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 555 ELSTER SOLUTIONS										
8000062103	09/30/15	0 AMI Project Services		10/07/15	5415.23	.00	ACH			
VENDOR TOTAL:					5415.23					
VENDOR: 604 FASTENAL COMPANY										
M3STA59695	09/30/15	6065 PVC Glue & Washers		10/07/15	59.58	.00	ACH			
M3STA59870	09/30/15	6077 Fire Extinguisher Cabinet		10/07/15	64.46	.00	ACH			
VENDOR TOTAL:					124.04					
VENDOR: 609 G & W ELECTRIC COMPANY										
378917	09/30/15	6015 3 Phase Recloser		10/07/15	14313.00	.00	CHK			
VENDOR TOTAL:					14313.00					
VENDOR: 696 GARNER LUMLEY ELECTRIC										
516543	09/30/15	5958 2 Way Feed Signs		10/07/15	572.50	.00	ACH			
VENDOR TOTAL:					572.50					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.										
50007539-00	09/30/15	5911 Reactor Assembly		10/07/15	2865.00	.00	ACH			
50007943-00	09/30/15	6006 Deadend Suspension Insulator		10/07/15	1296.00	.00	ACH			
50008151-00	09/30/15	6059 200 Amp Protective Caps		10/07/15	633.00	.00	ACH			
VENDOR TOTAL:					4794.00					
VENDOR: 809 HOWARD INDUSTRIES, INC.										
244024-509572	09/30/15	5888 15 kVA Overhead Transformer		10/07/15	603.00	.00	ACH			
244024-509573	09/30/15	5933 750 kVA Transformer		10/07/15	14981.00	.00	ACH			
248388-508336	09/30/15	6088 8WS Tennis Court Lights		10/07/15	2203.00	.00	ACH			
VENDOR TOTAL:					17787.00					
VENDOR: 812 HELENA CHEMICAL COMPANY										
62087476	09/30/15	6083 Herbicide - ROW Crew		10/07/15	502.50	.00	CHK			
VENDOR TOTAL:					502.50					

STARKVILLE ELECTRIC DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1205 LOWE'S												
09/30/15	09/30/15	6035	Misc. Tools & Supplies		10/07/15	297.38	.00	CHK				
VENDOR TOTAL:						297.38						
VENDOR: 1231 TERRY KEMP												
09/30/15	09/30/15	0	Travel Reimbursement - TVPPA		10/07/15	232.80	.00	ACH				
VENDOR TOTAL:						232.80						
VENDOR: 1289 MCCLROY ELEC CO, INC												
8748-16	09/30/15	6123	Contract Labor		10/07/15	10080.00	.00	CHK				
VENDOR TOTAL:						10080.00						
VENDOR: 1400 NESCO												
S2042774.001	09/30/15	6078	Meter Dept. Tools & Crimping		10/07/15	140.44	.00	ACH				
S2044376.001;S20	09/30/15	6093	Material Order		10/07/15	356.70	.00	ACH				
S2045314.001	09/30/15	6106	4/0 W.P. Wire		10/07/15	476.27	.00	ACH				
S2045999.001	09/30/15	6089	Street Light Fuses		10/07/15	158.50	.00	ACH				
VENDOR TOTAL:						1131.91						
VENDOR: 1414 NMPPA--E&O SECTION												
09/30/15	09/30/15	0	2015 Dues		10/07/15	15.00	.00	ACH				
VENDOR TOTAL:						15.00						
VENDOR: 1525 GHTIBBEHA CO. CO-OP												
652402	09/30/15	6114	Fare Ant Killer		10/07/15	23.99	.00	ACH				
VENDOR TOTAL:						23.99						
VENDOR: 1536 PALMER'S SERVICE CENTER												
09/25/15	09/30/15	6121	Monthly Fleet Service		10/07/15	4085.26	.00	ACH				
VENDOR TOTAL:						4085.26						
VENDOR: 1800 RACKLEY OIL, INC.												
09/30/15	09/30/15	6081	Fuel - Truck Fleet		10/07/15	941.56	.00	ACH				
416228	09/30/15	6101	Transmission & Steering Fluid		10/07/15	37.43	.00	ACH				

STARKVILLE ELECTRIC DEPT
PRG. ACTIVITY

ACCOUNTS PAYABLE LISTING
FOR: 10/07/15 ACCOUNT 23200

UNPAID INVOICES

PAGE 5
RUN DATE 09/30/15 03:28 PM

INVOICE	DATE	PO NBR DESCRIPTION	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR TOTAL:				978.99						
VENDOR:	1805	RADIO SHACK								
18613	09/30/15	6102 Computer Hardware	10/07/15	129.47	.00	ACH				
VENDOR TOTAL:				129.47						
VENDOR:	1810	REGIONS VISA								
09/17/15	09/30/15	0 Web Hosting Renewal	10/07/15	299.88	.00	CHK				
09/18/15	09/30/15	0 Meeting Supplies	10/07/15	141.65	.00	CHK				
VENDOR TOTAL:				441.53						
VENDOR:	1818	UNITED RENTALS, INC.								
131582302-001;-0	09/30/15	6088 Water Pump & Compressor Rent	10/07/15	618.71	.00	ACH				
943761631-07B	09/30/15	0 Bobcat Rental	10/07/15	1013.00	.00	ACH				
VENDOR TOTAL:				1431.71						
VENDOR:	1882	AFFINITY RMC, INC.								
5483890-001	09/30/15	6084 Uniform Purchase	10/07/15	1571.47	.00	ACH				
VENDOR TOTAL:				1571.47						
VENDOR:	1886	SEDC								
13221	09/30/15	0 Billing Services	10/07/15	20376.00	.00	ACH				
VENDOR TOTAL:				20376.00						
VENDOR:	1887	S & S LINE SERVICE								
1644-1649	09/30/15	0 Right of Way Clearing	10/07/15	17335.20	.00	ACH				
VENDOR TOTAL:				17335.20						
VENDOR:	1893	SCHWEITZER ENGINEERING LAB								
1210-16592	09/30/15	6056 Faulted Circuit Indicator	10/07/15	2544.00	.00	ACH				
VENDOR TOTAL:				2544.00						

STARKVILLE ELECTRIC DEPT
ERS. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/07/15 ACCOUNT 23200

UNPAID INVOICES

PAGE 6
RUN DATE 09/30/15 03:28 PM

INVOICE	DATE	PO NBR	DESCRIPTION	EMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1910 STARKVILLE ELECTRIC												
09/22/15	09/30/15		U Utility Bill		10/07/15	11.38	.00	CHK				
VENDOR TOTAL:						11.38						
VENDOR: 1917 RONNIE JONES CONST., INC.												
09/24/15	09/30/15		6085 3/4 Crusher Run - Pole Yard		10/07/15	1655.70	.00	CHK				
VENDOR TOTAL:						1655.70						
VENDOR: 1937 SOUTHERN PIPE & SUPPLY												
9023938-00	09/30/15		6092 6" PVC Threaded Plug		10/07/15	15.03	.00	ACH				
VENDOR TOTAL:						15.03						
VENDOR: 1940 STUART C. IRBY												
8008621664.001	09/30/15		6668 Hydraulic Drill Repair		10/07/15	242.64	.00	ACH				
8009144778.003	09/30/15		6050 20KV Rubber Glove Protectors		10/07/15	133.75	.00	ACH				
8009189277.001-2	09/30/15		6108 Bolt Cutters, Wildlife Prote		10/07/15	651.12	.00	ACH				
VENDOR TOTAL:						1027.51						
VENDOR: 1945 SULLIVAN'S												
1825491;183018;1	09/30/15		6096 Office Supplies		10/07/15	282.85	.00	ACH				
VENDOR TOTAL:						282.85						
VENDOR: 1997 SOUTHEASTERN TESTING LAB												
347437	09/30/15		6119 20KV Rubber Safety Gloves		10/07/15	200.20	.00	ACH				
VENDOR TOTAL:						200.20						
VENDOR: 2010 TVA-TREASURER												
E15-08-0214	08/31/15		0 August Power Invoice		10/05/15	3653871.28	.00	DFT				
VENDOR TOTAL:						3653871.28						
VENDOR: 2015 TEMPLE & SON CO., INC												
INV0146020	09/30/15		6100 Traffic Lighting		10/07/15	36145.00	.00	ACH				
VENDOR TOTAL:						36145.00						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 2018 TRADE AMERICA													
20031;20053;2005	09/30/15		6076 Janitorial Supplies		10/07/15	555.96	.00	ACH					
VENDOR TOTAL:						555.96							
VENDOR: 2033 TRI STARR MUFFLER & BRAKE													
544164	09/30/15		6091 Oil Change & Wiper Blades		10/07/15	58.90	.00	CHK					
VENDOR TOTAL:						58.90							
VENDOR: 2104 UPS													
12031F385	09/30/15		0 Postage		10/07/15	25.91	.00	CHK					
VENDOR TOTAL:						25.91							
VENDOR: 2110 U. S. POSTAL SERVICE													
09/30/15	09/30/15		0 Postage Due		10/07/15	200.00	.00	CHK					
VENDOR TOTAL:						200.00							
VENDOR: 2118 BORDER STATES ELECTRIC													
910021559;909989	09/30/15		6022 Stock Material		10/07/15	2880.92	.00	ACH					
VENDOR TOTAL						2880.92							
VENDOR: 2300 WALMART COMMUNITY SRC													
09/30/15	09/30/15		6110 Office Supplies		10/07/15	224.43	.00	CHK					
VENDOR TOTAL:						224.43							
VENDOR: 2313 WEATHERTAP PRO													
929475-01	09/30/15		0 WeatherTAP Subscription		10/07/15	720.00	.00	ACH					
VENDOR TOTAL:						720.00							
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.													
21692;22092	09/30/15		0 Water		10/07/15	69.75	.00	ACH					
VENDOR TOTAL:						69.75							
GRAND TOTAL:						3842979.91							



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: XI.F.2
AGENDA DATE: 10-6-2015
PAGE: 1 of 8

SUBJECT: CONSIDERATION OF THE APPROVAL OF THE MUNICIPAL COMPLIANCE QUESTIONNAIRE IN ACCORDANCE WITH THE REQUIREMENTS OF §21-35-31, MISS.CODE ANN. (1972).

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, City Clerk

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

SUGGESTED MOTION: APPROVAL OF THE MUNICIPAL COMPLIANCE QUESTIONNAIRE IN ACCORDANCE WITH THE REQUIREMENTS OF §21-35-31, MISS.CODE ANN. (1972).

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

____ City of Starkville _____
____ 101 East Lampkin St, Starkville, MS 39759 _____

2. List the date and population of the latest official U.S. Census or most recent official census:

____ 2010 - 23888 _____

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

____ See Attached (Appendix A) _____

4. Period of time covered by this questionnaire:

From: October 1, 2014 To: September 30, 2015

5. Expiration date of current elected officials' term: June 30, 2017

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2015

Answer All Questions: Y - YES, N - NO, N/A - NOT APPLICABLE

PART I - General

1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y

3. Are municipal records open to the public? (Section 25-61-5) Y

4. Are meetings of the board open to the public? (Section 25-41-5) Y

5. Are notices of special or recess meetings posted? (Section 25-41-13) Y

5. Are all required personnel covered by appropriate surety bonds?
 - . Board or council members (Sec. 21-17-5) Y
 - Ⓢ Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) Y
 - Ⓢ Municipal clerk (Section 21-15-38) Y
 - Ⓢ Deputy clerk (Section 21-15-23) Y
 - Ⓢ Chief of police (Section 21-21-1) Y
 - Ⓢ Deputy police (Section 45-5-9) (if hired under this law) NA

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) Y

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) Y

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) ___Y___
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) ___Y___
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) ___Y___
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) ___Y___
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) ___Y___

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) ___Y___
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) ___Y___
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) ___NA___
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) ___Y___
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) ___Y___
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) ___Y___
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) ___Y___
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) ___Y___

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____N_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____Y_____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	Parker Wiseman	401 Chesnut Dr	662-425-0044
Alderman Ward 1	Ben Carver	28 Lakes Blvd	662-769-0792
Alderman Ward 2	Lisa Wynn	209 Lynn Lane Apt 3G	662-324-6494
Alderman Ward 3	David Little	100 Cypress Point Rd	662-418-5430
Alderman Ward 4	Jason Walker	204 N. Nash St	662-617-0130
Alderman Ward 5	Scott Maynard	502 N. Montgomery St	662-418-9786
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-769-5049
City Attorney	Chris Latimer	215 N. 5th St / 39701	662-245-5132
CAO/CFO	Taylor V. Adams	106 Bay Meadows Dr	662-418-6344

**CITY OF
STARKVILLE, MS**

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2015

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-6-15
PAGE: 1 of 1

SUBJECT: Presentation on fire apparatus replacement plan.

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:



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-06-2015
PAGE: 1 of 1

SUBJECT: Request permission to allow Fire Marshal Mark McCurdy and Fire Marshal Stein McMullen to attend the MS Fire Investigators Association 2015 Fall Seminar, October 21 – 23, 2015 at the Riverwalk Hotel in Vicksburg, MS.

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: Move approval for Fire Marshal Mark McCurdy and Fire Marshal Stein McMullen to attend the MS Fire Investigators Association 2015 Fall Seminar, October 21 – 23, 2015 at the Riverwalk Hotel in Vicksburg, MS.

MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION
2015 FALL SEMINAR

Tuesday, October 20, 2015 – 6:00 pm – Board Meeting

Wednesday, October 21, 2015

7:30 am – 8:00 am - Registration

8:00 am – 8:30 am – Welcome

8:30 am – 12 Noon – Dr. John DeHaan - Fatal Fire Scene
Documentation

12 Noon – 1:00 pm – Lunch on your own

1:00 pm – 5:00 pm – Dr. John DeHaan - Fatal Fire Scene
Documentation

Thursday, October 22, 2015

8:30 am – 12 Noon – Dr. John DeHaan - Fire Dynamics,
Ventilation, Post Flashover, and Vertical Positioning

12 Noon – 1:00 pm – Lunch on your own

1:00 pm – 5:00 pm – Dr. John DeHaan - DeHaan - Fire
Dynamics, Ventilation, Post Flashover, and Vertical
Positioning

7:00 pm – Banquet

*The Banquet is a part of the registration fee and is **FREE**
to all paying attendees. Extra Banquet tickets may be
purchased for \$25.00 and the Banquet is casual attire.*

Friday, October 23, 2015

8:30 am – 12 Noon – Dr. Ray Franco – Electrical
Receptacles and Fires

Test

Visit our website: www.msfireinvestigators.com

MISSISSIPPI FIRE INVESTIGATORS ASSOCIATION
2015 FALL SEMINAR
RIVERWALK CASINO/HOTEL, VICKSBURG, MS
OCTOBER 21, 22 & 23, 2015

REGISTRATION **BEFORE** OCT. 1, 2015 - \$135.00 ✕
REGISTRATION **AFTER** OCT. 1, 2015 - \$185.00

NAME _____

AGENCY _____

PHONE # _____

ABOVE INFORMATION IS REQUIRED

PLEASE SEND REGISTRATION TO:

M.F.I.A./MARGARET A. PINTER
3200 PAYNE ROAD
LUCEDALE, MS 39452

OR

YOU MAY ALSO REGISTER BY EMAIL WITH YOUR
NAME, AGENCY & PHONE # AT:

msfireinvassoc@gmail.com or
pinter.margaret55@gmail.com

OR

ON LINE USING A CREDIT CARD AT:

www.msfireinvestigators.com

Make hotel reservations directly with Riverwalk
Casino/Hotel at 601-634-0100 **BEFORE** Sept. 22, 2015 for
the \$69.00 per night room rate.

CONTACT THE HOTEL FOR ANY SPECIAL
PAYMENT ARRANGEMENTS SUCH AS PURCHASE
ORDERS, CHECKS OR OTHER BILLING/PAYMENT
QUESTIONS.

Riverwalk Casino/Hotel
P. O. Box 820609

1046 Warrenton Road, Vicksburg, MS 39182 (39180)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-06-2015
PAGE: 1 of 1

SUBJECT: Request permission to remove surplus items from the Starkville Fire Department inventory list.

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: Move approval for Fire Department to remove surplus items from the Starkville Fire Department inventory list.

Starkville Fire Department

Oct-15

Property Control #	Item Description	Serial #
650D	Weight machine	
489	Televsion	
272	Printer	
294	SCBA Pack	
652D	Televsion	
NA	Turnout Pants	40036701
NA	Turnout Pants	0201004302
02017	Turnout Pants	0201004299
NA	Turnout Pants	0606000616
NA	Turnout Pants	0510004492
02002	Turnout Pants	0201004300
03044P	Turnout Pants	0308006716
NA	Turnout Pants	X7643385
02023	Turnout Pants	0201004298
04008	Turnout Pants	0407004039
06005	Turnout Pants	0606000624
NA	Turnout Pants	9514194A
NA	Turnout Pants	X764338P
03046P	Turnout Pants	0308006720
NA	Turnout Pants	5514194G
02030	Turnout Pants	0205006366
NA	Turnout Pants	0003003052
02021	Turnout Pants	0201004306
NA	Turnout Pants	0407004036
NA	Turnout Pants	003003004
03042P	Turnout Pants	0308006713
02007	Turnout Pants	0201004296
03039P	Turnout Pants	0308006709
NA	Turnout Pants	9598179
02001	Turnout Pants	0201004310
02003	Turnout Pants	0201004311
NA	Turnout Pants	9514194I
NA	Turnout Pants	NA
NA	Turnout Pants	NA
NA	Turnout Pants	NA
NA	Turnout Pants	NA
02008	Turnout Pants	0201004313
NA	Turnout Pants	NA
NA	Turnout Pants	8764330K

NA	Turnout Pants	0308006715
02005	Turnout Pants	0207003146
06002	Turnout Pants	0606000617
NA	Turnout Pants	9528179
NA	Turnout Pants	0407004046
0308P	Turnout Pants	0308006710
07018	Turnout Pants	0707003692
NA	Turnout Pants	X764338K
06007	Turnout Pants	0606000619
02025	Turnout Pants	0201004307
02026	Turnout Pants	0201004304
04012	Turnout Pants	0407004043
03036P	Turnout Pants	0308006712
02010	Turnout Pants	0201004290
02022	Turnout Pants	0201004315
NA	Turnout Pants	NA
NA	Turnout Pants	NA
NA	Turnout Pants	NA
NA	Turnout Pants	0308006723
NA	Turnout Coat	0510004481
NA	Turnout Coat	0201004272
NA	Turnout Coat	0000173931
NA	Turnout Coat	NA
NA	Turnout Coat	0407004054
NA	Turnout Coat	0407004029
8626	Turnout Coat	0201004283
NA	Turnout Coat	NA
NA	Turnout Coat	NA
NA	Turnout Coat	0201004276
04014	Turnout Coat	0407004033
NA	Turnout Coat	56364
05018	Turnout Coat	0510004472
04016	Turnout Coat	0407004052
NA	Turnout Coat	0201004270
NA	Turnout Coat	0510004477
NA	Turnout Coat	0210004280
NA	Turnout Coat	NA
NA	Turnout Coat	15609859B
NA	Turnout Coat	NA
06006	Turnout Coat	0606000612
NA	Turnout Coat	0510004482
NA	Turnout Coat	0407004026
NA	Turnout Coat	0201004261
NA	Turnout Coat	0201004268
NA	Turnout Coat	0201004264
NA	Turnout Coat	95729931
02010	Turnout Coat	0201004258

NA	Turnout Coat	0201004262
03040C	Turnout Coat	0308006695
680B	Generator	NA
NA	Ram for Jaws	NA
NA	Spreader for Jaws	NA
T-21	Hurst Jaws Power Unit	2026
NA	Holmatro Jaws Power Unit	020907205
657B	Power B Jaws Power Unit	NA
NA	Spreader for Jaws	NA
NA	HS Opaque 1000	21875
NA	Portable Water Pump	2126061
NA	Deluge Gin	746201
623	GE Ranger 150 Amp	NA

(Reserve Pumper) Engine 6 1984 Ford	292947
1995 GMC Jimmy (Blown Engine)	6881164-01
1993 Ford Crown Vic (Transmission and Motor)	620417-01



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-6-15
PAGE:

SUBJECT: Request Approval of contract for Voice Over IP (VOIP) telephone services for the new City Hall building.

AMOUNT & SOURCE OF FUNDING: The service is \$479.85 per month. Source of funding is the "Communications" line item.

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** IT

**DIRECTOR'S
AUTHORIZATION:** Joel Clements

FOR MORE INFORMATION CONTACT: 662 323-2525 ext. 127

AUTHORIZATION HISTORY: The City Attorney has reviewed the contract. He made requested changes. Equinox opted not to alter the contract. Approval of the contract is required for the functionality of the phone system.

SUGGESTED MOTION: Move Approval of contract for Voice Over IP (VOIP) telephone services for the new City Hall building.



eVoice™ Managed Voice Service Agreement

1. Agreement

This is the Agreement (“**Agreement**”) between City of Starkville 101 E. Lampkin Dr. , Starkville, MS 39759, (“**Client**”) and Equinox Corporation, 3922 Brintons Mill, Marietta, GA 30062, (“**Service Provider**”), to provide eVoice Managed Voice Services (“**Services**”). The Agreement shall include any and all Quotations and Addendums attached hereto on or before the date of execution by Client and Service Provider. The Agreement shall also include any Services Change Orders initiated by the Client in writing when such Service Change Orders are approved by the Service Provider in writing.

2. Definitions

The Agreement may use a variety of different terms. The purpose of this paragraph is to provide definitions for these terms so that the meaning in the Agreement is clear.

- a) eVoice Managed Voice Services or Services means any and all VoIP services that Service Provider provides to Client including but not limited to Hosted or IP PBX services and IP Trunking Services. It does not normally include Broadband Access Products such as T1’s, DSL, Cable, etc. Broadband Access Products are only included if specifically identified in an Addendum to the Agreement.

3. Inclusions

The Agreement includes by reference any quotation(s) (Quotation) and addendum(s) (Addendum) that have been accepted and signed by the Client and by the Service Provider.

4. Term of Agreement

The Agreement is effective upon the date signed, and shall remain in force perpetually for as long as the longest term on any Quotation or Addendum. The Initial Term (“**Term**”) for a Quotation or Addendum is set to the longest term for any line item as defined on that Quotation or Addendum. Typical terms are No Term (Month to Month), One (1) Year, Two (2) Years or Three (3) Years but the Quotation or Addendum may call out any term if it is accepted by the Client.

The Term for a Quotation or Addendum renews automatically for a subsequent term equal to the Initial Term beginning on the day immediately following the end of the Initial Term unless either party gives the other sixty days prior written notice of its intent not to renew this Agreement or intent to change the Term or Price. Changing the Term may change the price for the services.

- a) This Agreement may be terminated by either Party upon ninety (90) days’ written notice if the other Party:
 - a. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days’ of receipt of such written notice.
 - b. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days’ of receipt of such written notice.

Comment [CL1]: Need to see this to see what the term is.

- c. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- b) The Client will be subject to Early Termination Penalties for each Quotations and Addendums that is terminated before the end of its Term unless the early termination was the result of a material breach that the Service Provider was unable to cure within the terms of Paragraph 4a. The Early Termination Policy is defined as follows:

No Penalty Cancellation Periods:

- One year term – return in first month, no cancellation fee
- Two year term – return in first two months, no cancellation fee
- Three year term – return in first three months, no cancellation fee

Early Termination Penalties:

- Cancel within 11 months of terms end – one-time fee equal to two (2) months of service or 100% of the remaining balance of the term contract whichever is less
- Cancel within 22 months of a terms end – one-time fee equal to four (4) months of service or 100% of the remaining balance of the term contract, whichever is less
- Cancel within 33 months of a terms end – one-time fee equal to six (6) months of service or 100% of the remaining balance of the term contract, whichever is less

Early termination charges will be calculated as soon as practical after notification of termination and must be paid prior to the termination effective date.

- c) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance.

5. Fees and Payment Schedule

Client agrees to pay Non Recurring Charges (“NRC”) that include but are not limited to Customer Premise Equipment, Installation Fees, Implementation Fees and any other fees indicated in any Quotations or Addendums under this Agreement. All invoices for NRC are due on receipt.

Client agrees to pay Monthly Recurring Charges (“MRC”) and any other fees indicate in Quotations and Addendums under this Agreement. The rates and charges for MRC are set forth in the Quotations and Addendums. Client agrees to pay all fees and charges incurred on Client’s account, including any and all city, state or federal taxes and surcharges, whether imposed on Service Provider or directly on Client. Service Provider reserves the right to change the rates and charges for any renewal term by providing Client sixty (60) days written notice in advance of the effective date of change.

MRC is invoiced monthly in advance and will commence when the connection from the Service Provider network is completed to your equipment and service is initiated or within five (5) days of when Service Provider orders the service on behalf of the Client. All MRC will become due and payable on the first day of each month. Services may be suspended if payment is not received within five (5) days following the date due. Such interruption of Service does not relieve Client of its obligation to pay for the Service. Only a written request to terminate your Service, in accordance with this Agreement and accepted by Service Provider will relive Client of its obligation to

pay for the Service. If Client defaults, Client agrees to pay Service Provider its reasonable expenses including Early Termination Charges defined in Paragraph 4b and any attorney's or collection agency's fees, incurred in enforcing its rights.

5.1 Initial Payment. NRC identified in a Quotation or Addendum and included in Agreement by reference plus the MRC for the first month of service as identified in a Quotation or Addendum is due and payable upon execution of this Agreement by Client and Service Provider acceptance of this Agreement. Service Provider will not schedule or commence installation, ordering of Customer Premise Equipment or initiation of Service unless and until it has received payment in full for the Initial Payment.

5.2 Prorate MRC for 2nd Month. Recognizing that the Client has paid the first month MRC in advance of installation, the Service Provider agrees to prorate the 2nd Month MRC to reflect the actual commencement of Services for the Client as defined in Paragraph 5

5.3 Payment. All fees and charges will be due, in U.S. dollars, on the first day of the service month as indicated on the Service Provider Invoice or Statement. A payment is late if not paid by the due date. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. If the Client fails to make any payments provided for under this Agreement, or if Client has a petition brought by or against it under any state or federal insolvency law, Service Provider may, upon written notice to Client as provided for in Section 11 below, modify the payment terms to secure Client's payment obligations before providing Services. Service Provider, using its sole and absolute judgment, reserves the right to determine whether to charge interest to a late-paying Client.

5.4 Taxes. All payments required by the Agreement are exclusive of applicable taxes and shipping charges. Client will be liable for and agrees to pay in full all such amounts (exclusive of income taxes payable by Service Provider).

6. **Voice Service Description.** Service Provider will provide a hosted PBX or trunking service with the features identified and listed on its web site (www.equinoxcorp.com). The specific line items included under this Agreement are those identified in Quotations and Addendums. Details of the voice service provided will change from time to time and the Service Provider will notify Client if any changes materially affect the voice service the Client is receiving.
7. **Local and Long Distance Services Description.** Included for the continental United States, Hawaii and Canada. International Long Distance Service is optionally available and invoice in the month after service is provided.
8. **Resale.** Client may not resell the Service unless express written approval from the Service Provider has been secured.
9. **Acceptable Use Guidelines.** Customer shall at all times conform its use of and comply with all state, federal and international laws with respect to its utilization of the Service. If Service Provider is informed by any governmental authority or other parties of alleged illegal use of the Service Provider facilities or Service Provider otherwise learns of such use or has reason to believe such use may be occurring, then Client will cooperate in any resulting investigation by Service Provider or government authorities. Any government determinations will be binding on Client. If Client fails to cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, Client will be in Breach (defined below) of this Agreement and Service Provider may immediately, and without further notice, suspend Customer's Service. Client's use of Provider Network may only be for lawful purposes. Transmission of any material in violation of any law, regulation or Provider Acceptable use policy is strictly prohibited. ~~Client agrees to hold harmless Service Provider from any claims resulting from Client's use of the Service or the use of the Service by any of Client's customers or others throughout Client's chain of distribution, including end users, which damage Client or another party.~~

In addition, Client agrees that usage is subject to "intended use" limitations which restrict uses such as "auto dialers" and outbound call centers generating atypical, high volume usage.

Client _____

Service Provider _____

10. — Limitations of Liability.

10.1 Personal Injury. Each Client Representative and any other persons visiting Service Provider does so at his or her own risk and Service Provider shall not be liable for any harm to such persons resulting from any cause other than Service Providers gross negligence or willful misconduct resulting in personal injury to such persons during such a visit.

10.2 Damage to Client Business. In no event shall Service Provider be liable to Client, and Client Representative, or any third party for any claims arising out of or related to Client's business, Client's customers or clients, Client Representative's activities at Service Provider or otherwise, or for any lost revenue, lost profits, replacement goods, loss of technology, rights of service, incidental, special, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of Service or any Client's business, even if advised of the possibility of such damages, whether under theory or contract, tort (including negligence), strict liability, or otherwise.

10.3 Damage to Client Equipment. Service Provider shall not be responsible for liability for any damage to, or loss of, any Client Equipment resulting from any cause other than Service Provider's gross negligence or willful misconduct. In no event will Service Provider be liable to Client, any Client Representative, or any third party for any claims arising out of or related to Client Equipment of any lost revenue, lost profits, replacement goods, loss of technology, rights or services incidental, special, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of any Client Equipment, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. — Defense of Third Party Claims and Indemnification.

11.1 Defense. Client will defend and hold harmless Provider, its directors, officers, managers, members, employees, agents, affiliates and clients (collectively, the "Covered Entities") from and against any and all claims, actions or demands brought by or against Service Provider and/or any of the Covered Entities alleging: (a) with respect to the Client's business; (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, or slander or violation of the rights of privacy or publicity; or (iii) any other offensive harassing or illegal conduct. (b) any personal injury or property damage to any Client employee, Client Representative, any escorted person or other Client designee arising out of such individual's activities related to the Services, unless such injury or property damage is caused solely by Service Provider gross negligence or willful misconduct; or (d) any other damage arising from the Client Equipment or Client's business (collectively, the "Covered Claims"). In the event of any claim under this paragraph, Service Provider may select its own counsel.

11.2 Indemnification. Client hereby agrees to indemnify Service Provider and each Covered Entity from and against all damages, costs, and fees awarded in favor of third parties in each Covered Claim, and Client will indemnify and hold harmless Service Provider and each Covered Entity from and against all claims, demand, liabilities, losses, damages, expenses and costs (including reasonable attorney fees) (collectively, "Losses") suffered by Service Provider and each Covered Entity which Losses result from or arise out of a Covered Claim.

11.3 Notification. Client will provide Provider with prompt written notice of each Covered Claim of which Client becomes aware, and, at Service Provider sole option, Service Provider may elect to participate in the defense and settlement of a Covered Claim provided that such participation shall not relieve Client of any of its obligation under this Agreement.

12. — Reliance on Disclaimer, Liability Limitations and Indemnification Obligations. Client acknowledges that Service Provider has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Client's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusion of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purposes.

13.10. Conditions of Breach. Breach of this Agreement will occur if either party does not fulfill its obligations under this Agreement and such Breach is not cured within fifteen days of written notice by the other party. Specifically relating to payment of MRC, the Client will be in Breach of this Agreement if Client has not paid its invoice within sixty (60) days of the date the invoice is due, with no notice required. Nothing in this Section shall supersede any other provision granting Service Provider the right to immediately terminate or suspend Services under certain circumstance.

14.11. Remedies for Breach. If Client is in Breach of this Agreement, Service Provider may (a) discontinue all Services to Client; or (b) disconnect Client from its telecommunications services. If Service Provider is in Breach of the Agreement, Client has the right to withhold MRC Service Fees for the time period from which the Breach occurred to the date that the Breach is cured at which time all withheld funds would be due to Service Provider.

15.12. Miscellaneous Provisions.

15.12.1 Force Majeure. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party; (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

15.12.2 No Lease. This agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. In particular, Client acknowledges and agrees that Client has not been granted any real property interest in Service Provider's premises, and Client has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances.

15.12.3 Marketing. Client agrees that Service Provider may refer to Client by trade name and trademark, and may briefly describe Client's Business, in the Service Providers marketing materials and web site. Client hereby grants Service provider a limited license to use any Client trade names and trademarks solely in connection with the rights granted to Service Provider pursuant to this Section. All goodwill associated with the Client's trade name and trademarks will inure solely to the Client.

15.12.4 Government Regulations. Client will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business.

15.12.5 Assignment. Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

15.12.6 Notices. Any notice or communications required or permitted to be given hereunder may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below or such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) days after mailed or sent, whichever is earlier.

15.12.7 Relationship of Parties. Service Provider and Client are independent contractors and this Agreement will not establish any relationship or partnership, joint venture, employment, franchise or agency between Service Provider and Client. Neither Service Provider nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

~~15.812.8~~ **Choice of Law and Arbitration.** ~~This Agreement will be governed by and construed in accordance with the laws of the State of Georgia.~~ Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration of no less than one (1) neutral, independent and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association ("AAA"); provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. ~~The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration.~~ Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney's fees to the prevailing party as determined by the arbitrator.

~~15.912.9~~ **Changes Prior to Execution.** Client represents and warrants that it made no changes to this Agreement prior to providing this Agreement to Service Provider for its acceptance and execution, and that Service Provider alone incorporated any and all changes negotiated between, and accepted by, Client and Service Provider into this Agreement or into an appendix executed by both parties.

~~15.1012.10~~ **Entire Agreement.** This Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and the person whose signature appears below is duly authorized to enter into this Agreement on behalf of the respective party. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of the Agreement will remain in full force and effect. If a conflict arises between Client purchase order terms and this Agreement, this Agreement shall take precedence.

~~15.1112.11~~ **Service Interruption:** Client's exclusive remedy for any unavailability or failure of the Service Provider Network is outlined in the eVoice™ Service Level Agreement ("SLA") attached hereto as Appendix A and incorporated herein by this reference. Services that Client is purchasing from Service Provider and the SLA, form the entire agreement between the parties with respect to the provision of Services unless supersede by an express written modification to this Agreement.

~~15.12~~ **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY; SERVICE PROVIDER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CLIENT OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS OF ANY SERVICES PROVIDED BY CLIENT, INCLUDING BUT NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS. PROVIDER EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE SERVICE PROVIDER NETWORK OR THE INTERNET IS AT CLIENT'S OWN RISK. SERVICE PROVIDER SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTAINED THROUGH IT SERVICE. IN NO EVENT WILL SERVICE PROVIDER HAVE LIABILITY FOR ANY CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE AMOUNT PAID BY CLIENT FOR THE SERVICE (MRC) IN THE PRIOR SIX (6) MONTHS.**

16.13. “911” and Service Requirements

16.13.1 Limited 911 Services. Service Provider currently offers limited 911 dialing capability with its Hosted PBX voice services (VoIP). When Client dials 911, Client call is routed from the Service Provider Network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that Client listed at the time of Service activation. Please note that certain PSAP’s do not accept or answer calls routed to them in the manner described herein. Client must notify Service Provider of address change so that Client’s permanent address records can be updated for 911 purposes. If Client moves Service Provider VoIP phone to a temporary location, Client permanent address and location will not be automatically known to the 911 operator, if reached. By subscribing to Service Provider services, Client acknowledges that Service Providers Services do not support traditional 911 emergency dialing at this time. Nevertheless, Client agrees to notify as appropriate, any of its users of the Services, who may place calls using Client’s phone. Client agrees to maintain an alternative means of accessing traditional 911 services such as traditional telephone services or cellular phone services.

~~16.2 “911” Liability Disclaimer. Neither Service Provider nor its officers, employees nor vendors may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing. Client agreed to indemnify and hold harmless Service Provider and its third party providers from any claim or action arising out of the misrouting or incompleteness of 911 calls. Service Provider and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect or 911 calls are not completed.~~

16.13.2 Outages due to Electrical, Internet or other General Failures. Client acknowledges that the Services, including limited 911 services, will not function in the absence of electrical power, access to the Internet or other general failures associated with VoIP network. Client acknowledges that the Services will not function if there is an interruption of the Client’s broadband or high-speed Internet access service.

16.13.3 Non-Voice Systems. Client acknowledges that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. Client has no claim against Service Provider for interruption or disruption of such systems by the Services.

Accepted by:

Client:

Signature

Name

Title

Joel Clements, Jr.
Information Technology Director
101 E. Lampkin St
Starkville, MS 39759

Date

Service Provider:

Signature

John R. Carroll
President and CEO
Equinox Corporation
3922 Brintons Mill
Marietta, GA 30062

Date

eVoice™ Managed Voice Service Agreement

1. Agreement

This is the Agreement (“**Agreement**”) between City of Starkville 101 E. Lampkin Dr. , Starkville, MS 39759, (“**Client**”) and Equinox Corporation, 3922 Brintons Mill, Marietta, GA 30062, (“**Service Provider**”), to provide eVoice Managed Voice Services (“**Services**”). The Agreement shall include any and all Quotations and Addendums attached hereto on or before the date of execution by Client and Service Provider. The Agreement shall also include any Services Change Orders initiated by the Client in writing when such Service Change Orders are approved by the Service Provider in writing.

2. Definitions

The Agreement may use a variety of different terms. The purpose of this paragraph is to provide definitions for these terms so that the meaning in the Agreement is clear.

- a) eVoice Managed Voice Services or Services means any and all VoIP services that Service Provider provides to Client including but not limited to Hosted or IP PBX services and IP Trunking Services. It does not normally include Broadband Access Products such as T1’s, DSL, Cable, etc. Broadband Access Products are only included if specifically identified in an Addendum to the Agreement.

3. Inclusions

The Agreement includes by reference any quotation(s) (Quotation) and addendum(s) (Addendum) that have been accepted and signed by the Client and by the Service Provider.

4. Term of Agreement

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The Term for a Quotation or Addendum renews automatically for a subsequent term equal to the Initial Term beginning on the day immediately following the end of the Initial Term unless either party gives the other sixty days prior written notice of its intent not to renew this Agreement or intent to change the Term or Price. Changing the Term may change the price for the services.

- a) This Agreement may be terminated by either Party upon ninety (90) days’ written notice if the other Party:
 - a. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days’ of receipt of such written notice.
 - b. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days’ of receipt of such written notice.

- c. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
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Early termination charges will be calculated as soon as practical after notification of termination and must be paid prior to the termination effective date.

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MRC is invoiced monthly in advance and will commence when the connection from the Service Provider network is completed to your equipment and service is initiated or within five (5) days of when Service Provider orders the service on behalf of the Client. All MRC will become due and payable on the first day of each month. Services may be suspended if payment is not received within five (5) days following the date due. Such interruption of Service does not relieve Client of its obligation to pay for the Service. Only a written request to terminate your Service, in accordance with this Agreement and accepted by Service Provider will relive Client of its obligation to

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5.3 Payment. All fees and charges will be due, in U.S. dollars, on the first day of the service month as indicated on the Service Provider Invoice or Statement. A payment is late if not paid by the due date. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. If the Client fails to make any payments provided for under this Agreement, or if Client has a petition brought by or against it under any state or federal insolvency law, Service Provider may, upon written notice to Client as provided for in Section 11 below, modify the payment terms to secure Client's payment obligations before providing Services. Service Provider, using its sole and absolute judgment, reserves the right to determine whether to charge interest to a late-paying Client.

5.4 Taxes. All payments required by the Agreement are exclusive of applicable taxes and shipping charges. Client will be liable for and agrees to pay in full all such amounts (exclusive of income taxes payable by Service Provider).

6. Voice Service Description. Service Provider will provide a hosted PBX or trunking service with the features identified and listed on its web site (www.equinoxcorp.com). The specific line items included under this Agreement are those identified in Quotations and Addendums. Details of the voice service provided will change from time to time and the Service Provider will notify Client if any changes materially affect the voice service the Client is receiving.

7. Local and Long Distance Services Description. Included for the continental United States, Hawaii and Canada. International Long Distance Service is optionally available and invoice in the month after service is provided.

8. Resale. Client may not resell the Service unless express written approval from the Service Provider has been secured.

9. Acceptable Use Guidelines. Customer shall at all times conform its use of and comply with all state, federal and international laws with respect to its utilization of the Service. If Service Provider is informed by any governmental authority or other parties of alleged illegal use of the Service Provider facilities or Service Provider otherwise learns of such use or has reason to believe such use may be occurring, then Client will cooperate in any resulting investigation by Service Provider or government authorities. Any government determinations will be binding on Client. If Client fails to cooperate with any such investigation or determination, or fails to immediately rectify any illegal use, Client will be in Breach (defined below) of this Agreement and Service Provider may immediately, and without further notice, suspend Customer's Service. Client's use of Provider Network may only be for lawful purposes. Transmission of any material in violation of any law, regulation or Provider Acceptable use policy is strictly prohibited. Client agrees to hold harmless Service Provider from any claims resulting from Client's use of the Service or the use of the Service by any of Client's customers or others throughout Client's chain of distribution, including end users, which damage Client or another party.

In addition, Client agrees that usage is subject to "intended use" limitations which restrict uses such as "auto dialers" and outbound call centers generating atypical, high volume usage.

10. Limitations of Liability.

10.1 Personal Injury. Each Client Representative and any other persons visiting Service Provider does so at his or her own risk and Service Provider shall not be liable for any harm to such persons resulting from any cause other than Service Providers gross negligence or willful misconduct resulting in personal injury to such persons during such a visit.

10.2 Damage to Client Business. In no event shall Service Provider be liable to Client, and Client Representative, or any third party for any claims arising out of or related to Client's business, Client's customers or clients, Client Representative's activities at Service Provider or otherwise, or for any lost revenue, lost profits, replacement goods, loss of technology, rights of service, incidental, special, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of Service or any Client's business, even if advised of the possibility of such damages, whether under theory or contract, tort (including negligence), strict liability , or otherwise.

10.3 Damage to Client Equipment. Service Provider shall not be responsible for liability for any damage to, or loss of, any Client Equipment resulting from any cause other than Service Provider's gross negligence or willful misconduct. In no event will Service Provider be liable to Client, any Client Representative, or any third party for any claims arising out of or related to Client Equipment of any lost revenue, lost profits, replacement goods, loss of technology, rights or services incidental, special, punitive, indirect or consequential damages, loss of data, or interruption or loss of use of any Client Equipment, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

11. Defense of Third Party Claims and Indemnification.

11.1 Defense. Client will defend and hold harmless Provider, its directors, officers, managers, members, employees, agents, affiliates and clients (collectively, the "Covered Entities") from and against any and all claims, actions or demands brought by or against Service Provider and/or any of the Covered Entities alleging: (a) with respect to the Client's business; (i) infringement or misappropriation of any intellectual property rights; (ii) defamation, libel, or slander or violation of the rights of privacy or publicity; or (iii) any other offensive harassing or illegal conduct. (b) any personal injury or property damage to any Client employee, Client Representative, any escorted person or other Client designee arising out of such individual's activities related to the Services, unless such injury or property damage is caused solely by Service Provider gross negligence or willful misconduct; or (d) any other damage arising from the Client Equipment or Client's business (collectively, the "Covered Claims"). In the event of any claim under this paragraph, Service Provider may select its own counsel.

11.2 Indemnification. Client hereby agrees to indemnify Service Provider and each Covered Entity from and against all damages, costs, and fess awarded in favor of third parties in each Covered Claim, and Client will indemnify and hold harmless Service Provider and each Covered Entity from and against all claims, demand, liabilities, losses, damages, expenses and costs (including reasonable attorney fees) (collectively, "Losses") suffered by Service Provider and each Covered Entity which Losses result from or arise out of a Covered Claim.

11.3 Notification. Client will provide Provider with prompt written notice of each Covered Claim of which Client becomes aware, and, at Service Provider sole option, Service Provider may elect to participate in the defense and settlement of a Covered Claim provided that such participation shall not relieve Client of any of its obligation under this Agreement.

12. Reliance on Disclaimer, Liability Limitations and Indemnification Obligations. Client acknowledges that Service Provider has set its prices and entered into this Agreement in reliance upon the limitations and exclusions of liability, the disclaimers of warranties and damages and Client's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusion of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purposes.

- 13. Conditions of Breach.** Breach of this Agreement will occur if either party does not fulfill its obligations under this Agreement and such Breach is not cured within fifteen days of written notice by the other party. Specifically relating to payment of MRC, the Client will be in Breach of this Agreement if Client has not paid its invoice within sixty (60) days of the date the invoice is due, with no notice required. Nothing in this Section shall supersede any other provision granting Service Provider the right to immediately terminate or suspend Services under certain circumstance.
- 14. Remedies for Breach.** If Client is in Breach of this Agreement, Service Provider may (a) discontinue all Services to Client; or (b) disconnect Client from its telecommunications services. If Service Provider is in Breach of the Agreement, Client has the right to withhold MRC Service Fees for the time period from which the Breach occurred to the date that the Breach is cured at which time all withheld funds would be due to Service Provider.
- 15. Miscellaneous Provisions.**
- 15.1 Force Majeure.** Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet, provided that the delayed party; (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.
- 15.2 No Lease.** This agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. In particular, Client acknowledges and agrees that Client has not been granted any real property interest in Service Provider's premises, and Client has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations or ordinances.
- 15.3 Marketing.** Client agrees that Service Provider may refer to Client by trade name and trademark, and may briefly describe Client's Business, in the Service Providers marketing materials and web site. Client hereby grants Service provider a limited license to use any Client trade names and trademarks solely in connection with the rights granted to Service Provider pursuant to this Section. All goodwill associated with the Client's trade name and trademarks will inure solely to the Client.
- 15.4 Government Regulations.** Client will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Client operates or does business.
- 15.5 Assignment.** Neither party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, except to a party that acquires substantially all of the assigning party's assets or a majority of its stock as part of a corporate merger or acquisition. Any attempted assignment or delegation without such consent will be void. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
- 15.6 Notices.** Any notice or communications required or permitted to be given hereunder may be delivered personally, deposited with an overnight courier, sent by confirmed facsimile, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below or such other address as either party may provide to the other by written notice. Such notice will be deemed to have been given as of the date it is delivered, or five (5) days after mailed or sent, whichever is earlier.
- 15.7 Relationship of Parties.** Service Provider and Client are independent contractors and this Agreement will not establish any relationship or partnership, joint venture, employment, franchise or agency between Service Provider and Client. Neither Service Provider nor Client will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

- 15.8 Choice of Law and Arbitration.** This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. Each party agrees to submit any and all disputes concerning this Agreement, if not resolved between the parties, to binding arbitration of no less than one (1) neutral, independent and impartial arbitrator in accordance with the Commercial Rules of the American Arbitration Association (“AAA”); provided, however, the arbitrator may not vary, modify or disregard any of the provisions contained in this Section. The decision and any award resulting from such arbitration shall be final and binding. The arbitrator is not empowered to award damages in excess of compensatory damages and each party hereby irrevocably waives any right to recover such damages with respect to any dispute resolved by arbitration. Both parties shall equally share the fees of the arbitrator. The arbitrator may award attorney’s fees to the prevailing party as determined by the arbitrator.
- 15.9 Changes Prior to Execution.** Client represents and warrants that it made no changes to this Agreement prior to providing this Agreement to Service Provider for its acceptance and execution, and that Service Provider alone incorporated any and all changes negotiated between, and accepted by, Client and Service Provider into this Agreement or into an appendix executed by both parties.
- 15.10 Entire Agreement.** This Agreement represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreement or understanding, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Both parties represent and warrant that they have full corporate power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and the person whose signature appears below is duly authorized to enter into this Agreement on behalf of the respective party. Should any terms of this Agreement be declared void or unenforceable by any arbitrator or court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect as the original terms and the remainder of the Agreement will remain in full force and effect. If a conflict arises between Client purchase order terms and this Agreement, this Agreement shall take precedence.
- 15.11 Service Interruption:** Client’s exclusive remedy for any unavailability or failure of the Service Provider Network is outlined in the eVoice™ Service Level Agreement (“SLA”) attached hereto as Appendix A and incorporated herein by this reference. Services that Client is purchasing from Service Provider and the SLA, form the entire agreement between the parties with respect to the provision of Services unless supersede by an express written modification to this Agreement.
- 15.12 DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY; SERVICE PROVIDER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES SUFFERED BY CLIENT OR ANY OTHER PARTY (INCLUDING ANY SUBSCRIBERS TO OR USERS O ANY SERVICES PROVIDED BY CLIENT, INCLUDING BUT NOT LIMITED TO LOSS OF DATA RESULTING FROM DELAYS, NONDELIVERIES, OR SERVICE INTERRUPTIONS. PROVIDER EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF THE INFORMATIONPASSING THROUGHT ITS NETWORK OR OVER THE INTERNET. USE OF ANY INFORMATION OBTAINED OVER THE SERVICE PROVIDER NETWORK OR THE INTERNET IS AT CLIENT’S OWN RISK. SERVICE PROVIDER SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF THE INFORMATION OBTRAINED THROUGH IT SERVICE. IN NO EVENT WILL SERVICE PROVIDER HAVE LIABILITY FOR ANY CLAOM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) EXCEED THE ACOUNT PAID BY CLIENT FOR THE SERVICE (MRC) IN THE PRIOR SIX (6) MONTHS.**

16. “911” and Service Requirements

- 16.1 Limited 911 Services.** Service Provider currently offers limited 911 dialing capability with its Hosted PBX voice services (VoIP). When Client dials 911, Client call is routed from the Service Provider Network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that Client listed at the time of Service activation. Please note that certain PSAP’s do not accept or answer calls routed to them in the manner described herein. Client must notify Service Provider of address change so that Client’s permanent address records can be updated for 911 purposes. If Client moves Service Provider VoIP phone to a temporary location, Client permanent address and location will not be automatically known to the 911 operator, if reached. By subscribing to Service Provider services, Client acknowledges that Service Providers Services do not support traditional 911 emergency dialing at this time. Nevertheless, Client agrees to notify as appropriate, any of its users of the Services, who may place calls using Client’s phone. Client agrees to maintain an alternative means of accessing traditional 911 services such as traditional telephone services or cellular phone services.
- 16.2 “911” Liability Disclaimer.** Neither Service Provider nor its officers, employees nor vendors may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to 911 dialing. Client agreed to indemnify and hold harmless Service Provider and its third party providers from any claim or action arising out of the misrouting or incompleteness of 911 calls. Service Provider and its third party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect or 911 calls are not completed.
- 16.3 Outages due to Electrical, Internet or other General Failures.** Client acknowledges that the Services, including limited 911 services, will not function in the absence of electrical power, access to the Internet or other general failures associated with VoIP network. Client acknowledges that the Services will not function if there is an interruption of the Client’s broadband or high-speed Internet access service.
- 16.4 Non-Voice Systems.** Client acknowledges that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. Client has no claim against Service Provider for interruption or disruption of such systems by the Services.

Accepted by:

Client:

Signature

Name

Title

Joel Clements, Jr.
Information Technology Director
101 E. Lampkin St
Starkville, MS 39759

Date

Service Provider:

Signature

John R. Carroll
President and CEO
Equinox Corporation
3922 Brintons Mill
Marietta, GA 30062

Date



AGENDA ITEM NO: Department Business—Personnel—XI. I.

CITY OF STARKVILLE

AGENDA DATE: October 6, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire Richard Thomas Tyson to fill a vacant position of Police Officer in the Police Department.

AMOUNT & SOURCE OF FUNDING

Budgeted positions.

REQUESTING DIRECTOR'S DEPARTMENT:

R. Frank Nichols, Chief of Police

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: The Board approved advertising to fill these positions on August 4, 2015. Richard Thomas Tyson is a native of Eupora, MS. He graduated from Eupora High School and then attended Holmes Community College and EMCC. He currently works in the Construction field. He is a prior business owner, having owned Starkville Crossfit, and has previously worked for Severstal and Nu-Way (Eupora)

AMOUNT: Entry level rate of Grade 8, 33,008.83 (\$14.81 hour) until final Certification is obtained with advancement then to certified rate of Grade 9 \$34,903.13 (\$15.66 hour). (These rates include the 3% increase that was granted to all employees effective 10/1/2015.)

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire Richard Thomas Tyson to fill a vacant position of Police Officer in the Police Department as presented. Subject to one year probationary period.

DATE SUBMITTED: October 1, 2015



AGENDA ITEM NO: Department Business—Personnel—XI. I.

CITY OF STARKVILLE

AGENDA DATE: October 6, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to hire Vickie Hampton to fill a vacant position of Administrative Assistant in the Mayor's and City Administration Office.

AMOUNT & SOURCE OF FUNDING

Budgeted position.

REQUESTING DIRECTOR'S DEPARTMENT:

Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: The Board approved advertising to fill this position on August 4, 2015. Vicki Hampton is a current resident of Louisville, MS. She graduated from West Clay County High School in Pheba, MS and received her Bachelor, degree is Business Administration from Jackson State University. She also holds a Master's Degree in Instructional Technology from MS State. Vickie has worked at MS State from 1993 until July 2015, serving most recently as the Administration/Operations Assistant in the Research and Curriculum Unit for over five years. She held the position of Administrative Assistant in the Department of Human Services from 1993 to 1999 and has held positions in the Research and Curriculum Unit including Curriculum Specialist, Professional Development Assistant, Media Center Specialist, and Administrative Assistant for Administration/Operations.

AMOUNT: Grade 8 (2080 hours) \$28,600 (\$13.75 hour) (This rate include the 3% increase that was granted to all employees effective 10/1/2015. It would be equivalent to a rate of \$27,767 (\$13.35 hour) prior to the increase.)

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire Vickie Hampton to fill a vacant position of Administrative Assistant in the Mayor's and City Administration Office as presented. Subject to one year probationary period.

DATE SUBMITTED: October 1, 2015



**AGENDA ITEM NO: Department Business—Personnel—XI. I.
CITY OF STARKVILLE**

AGENDA DATE: October 6, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request approval to hire Joseph Wesley Champion, Justin Mark Hatcher, and Orlando Rendall Smith to fill vacant positions of Apprentice Lineman in the Utilities Department.

AMOUNT & SOURCE OF FUNDING Approved budgeted positions

REQUESTING **DIRECTOR'S DEPARTMENT:** Terry Kemp, General Manager, Utilities Department

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

AUTHORIZATION HISTORY: The Board authorized advertising to fill these positions on 6/2/15. The following provision has been stressed to each of these candidates, as this is a critical element to the success of our efforts:

This is a training position to facilitate training of the individual to become a Lineman. The candidate will be provided training opportunities through a series of both on-the-job and formal educational opportunities. The candidate must show acceptable and continuing progress and advancement through these opportunities to facilitate advancement to the position of Lineman.

Joseph Wesley Champion is a resident of Pheba, MS. He graduated from East Webster High School and from the EMCC Electrical Lineman program he has worked for the last 1¾ years as an Apprentice Lineman with MDR Powerline Construction.

Justin Mark Hatcher is a Eupora resident. He graduated from East Webster High School and attended MS State for two years. He has worked for MDR Powerline Construction for 1½ years as a Groundhand and Operator.

Orlando Rendall Smith is a native of Columbus. He graduated from Columbus High School and received a Bachelor's degree in Criminal Justice from MS Valley State University. He has recently completed the Pre-Apprentice Line Worker Program at Calhoun Community College in Alabama. He has worked for 1½ years as a Project Manager for J5 Broadbus.

AMOUNT Rate progression as previously approved by Board. Rate to be determined on prior experience and qualifications.

Apprentice—Level 1 \$31,500 to \$38,000

Apprentice—Level 2 \$36,000 to \$42,500

Apprentice—Level 3 \$40,500 to \$50,000

Hiring rate to be \$32,448.00 (\$15.60 hour) for each of these individuals. (This is the Level I entry rate including the 3% increase granted to all employees effective 10/1/15.)

STAFF RECOMMENDATION: (Suggested Motion) Move approval to hire Joseph Wesley Champion, Justin Mark Hatcher, and Orlando Rendall Smith to fill vacant positions of Apprentice Lineman in the Utilities Department as presented.

DATE SUBMITTED: October 1, 2015



AGENDA ITEM NO: Department Business—Personnel—XI.I

CITY OF STARKVILLE

AGENDA DATE: October 6, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request authorization to advertise to fill two (2) vacant positions of Operator 1 in the Landscape Division of Sanitation & Environmental Services

AMOUNT & SOURCE OF FUNDING Regular budgeted positions

REQUESTING DIRECTOR'S DEPARTMENT: Emma Gandy, Department Director

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer

PRIOR BOARD ACTION:

AUTHORIZATION HISTORY: Replacements for Willie Sudduth and Ellic Lucious who resigned.

Job Description:

LANDSCAPE DIVISION

Operator I

Salary Grade 5

Duties—assist with and perform duties associated with maintenance and care of city right-of ways; operate various equipment such as tractors, limb loaders, side arm mowers and trucks involved with right-of-way maintenance; routine maintenance of equipment; responsible for ensuring that all safety devices are in place and working prior to using equipment; responsible for maintaining accurate daily time records and maintenance records; must be available to work during city emergencies to assist with cleanup and repairs and perform other duties as directed; during off-season, will assist other crews with litter control, brush cleanup, and other related duties. Working conditions include exposure to extremes in weather conditions; subject to hazards associated with hand and/or power tools, tractors, and related equipment; exposure to pesticides when treating fire ant mounds and applying pesticides. Performs other duties as may be assigned

Minimum Qualifications—Must be at least eighteen (18) years of age; high school diploma or its equivalent; skilled in the use of equipment used in right-of-way clearing and maintenance; valid driver's license and acceptable MVR; ability to exercise tact and discretion with customers and the public, including reasonable standards of personal appearance; ability to lift up to and occasionally over 75 pounds; two (2) years experience in farm work or related field and the ability to perform the essential job functions.

AMOUNT This job is in our Salary Grade 5. The salary range is step 1, \$19,475.61 (\$9.36 hour) to a maximum rate of \$25,919.48 (\$12.46 hour). (These rates include the 3% increase granted to all employees effective 10/1/15.)

STAFF RECOMMENDATION: (Suggested Motion) Move approval to advertise to fill two (2) vacant positions of Operator 1 in the Sanitation /Environmental Services Department.

DATE SUBMITTED: October 1, 2015



AGENDA ITEM NO: Department Business—Personnel—XI. I.

CITY OF STARKVILLE

AGENDA DATE: October 6, 2015

RECOMMENDATION FOR BOARD ACTION

PAGE: 1 of 1

SUBJECT: Request approval of The Mississippi Partnership Counseling to Career (C2C) Youth Program Work Experience Worksite Agreement through GTPDD and authorization to participate in this program.

AMOUNT & SOURCE OF FUNDING: NA

REQUESTING DIRECTOR'S DEPARTMENT: Randy Boyd, Personnel Officer

FOR MORE INFORMATION CONTACT: Randy Boyd, Personnel Officer, or Lesa Hardin, City Clerk

AUTHORIZATION HISTORY: We have previously participated in this program through GTPDD. GTPDD has contacted the City and has participants that they would like to place with the City. This program has proven to be worthwhile to both the individual participants and to the City. Tiara Conner-Cole is a former participant in this program.

Under this program, the participants would receive training provided by GTPDD and would be placed in a work setting for up to thirty (30) hours per week per participant. The participant would be paid by GTPDD through the program. The City would provide a work opportunity, supervision, and evaluation. GTPDD covers the participant with worker's comp benefits. There is no cost to the city to participate in this program and the city would utilize program participants for up to thirty (30) hours per week in positions to be determined by the City. We can place youth and provide meaningful work opportunities in office settings and laborer type positions. This would not displace or substitute for any regular City employee. Exact positions and departments will be determined based on program participants.

Attached is a Worksite Participation Agreement that we would have to sign to participate. We would like to move forward on this and would request Board approval to participate in the program and authorization to sign the agreement. This agreement has been cleared through the City Attorney.

AMOUNT: There is no cost to the City to participate in this program.

STAFF RECOMMENDATION: (Suggested Motion) Move approval of The Mississippi Partnership Counseling to Career (C2C) Youth Program Work Experience Worksite Agreement through GTPDD and authorization to participate in this program.

DATE SUBMITTED: October 1, 2015

**The Mississippi Partnership
Counseling to Career (C2C) Youth Program
Work Experience
Worksite Agreement**

This worksite agreement is between Golden Triangle PDD, the WIOA youth program provider (an agent of the Mississippi Partnership Local Workforce Development Area) and City of Starkville, the worksite employer. The purpose of this agreement is to set forth the guidelines to provide WIOA eligible youth with basic work skills in order that the youth will be better able to compete for available jobs in the local labor market.

Section I. – Regulations for City of Starkville (Worksite Employer)

1. Sufficient work must be available to occupy the youth.
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 Innovation and Opportunity Act, The Mississippi Partnership, and/or Golden Triangle PDD.
4. Working conditions are sanitary and safe, and each enrollee will work in a safe manner.
5. No enrollee shall, on the grounds of race, color, religion, sex, national origin, disability, or political affiliation or belief, be discriminated against or denied employment as a participant.
6. Enrollee will be utilized only in the agreed upon job(s).
7. Regulations regarding Child Labor Laws must be followed.
8. Enrollees 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 the youth provider if an enrollee quits or fails to report to work for two consecutive days.
10. Enrollees should be treated as regular employees. The Worksite Supervisor may not dismiss an enrollee from the program, but may request that GTPDD remove an enrollee from the worksite. If a Worksite Supervisor does request that an enrollee be removed, GTPDD cannot guarantee that another enrollee will be available to fill the vacancy.

If a problem with an enrollee arises, the problem should be immediately reported to GTPDD. The problem will be solved or the enrollee will be reassigned to another worksite. If the situation warrants, the enrollee will be terminated from the work experience component of the youth program.
11. If the enrollees 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 enrollee's time and attendance report and submit it to the youth provider in a timely manner. Unexcused absences should be noted on the time/attendance form and reported to the youth provider 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 Development Area, and/or other state or federal representatives may monitor the worksite to ensure that both the youth provider 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 youth provider 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 Development 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 youth provider.
18. The Employer understands that a representative from the youth provider will monitor the work site on a regular basis.
19. Enrollees may work a maximum of 30 hours per week. If the enrollee is permitted to work beyond the limit set by the youth provider, the wages for those hours worked in excess of the limit will become the responsibility of the worksite agency.

Section II. Regulations for GTEDD **(Youth Provider)**

1. The youth provider will provide forms to be used to record time and attendance, which must be signed by the youth enrollee and Employer and submitted to the youth provider in accordance.
2. Enrollees 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 agency for work related accidents. Accidents occurring on the job should be reported promptly to:
Youth Provider: GTEDD Phone Number: 662-324-7860
4. The Youth Provider will monitor all job site(s) in conjunction with the Mississippi Partnership Local Workforce Development Area's requirements in order to ensure that this agreement is being carried out properly.

Section III. Statement of Work

1. Name of Agency: City of Starkville
2. Type of Agency: Municipal Government (i.e., Private Non-Profit, County, Federal, etc.)
3. Address: 101 Lampkin Street
City: Starkville State: MS Zip: 39759
4. Regular Functions of Agency: Municipal Government
5. Contact Person and Number: Lesa Hardin, City Clerk, 662-323-2525
6. Employer Hours: 8:00 AM till 5:00 PM
7. Maximum # of Enrollees: _____

Section IV. Conflict of Interest

The WIOA Work Experience Program is subject to the Mississippi Partnership Conflict of Interest Policy which ensures that representatives of organizations entrusted with public funds do not personally profit. Employers that have an employee currently serve on the Mississippi Partnership Local Workforce Development Board are not eligible to participate in the internship program. This prohibition applies while the employee serves on the board and for one year after the Board member's term expires.

This worksite employer and the youth provider will adhere to the above criteria and all guidelines of the Rules and Regulations governing the work experience element of the WIOA youth program.

Signature for Worksite Employer	Title	Date
	<u>WIOA Programs Director</u>	
Signature for Youth Provider	Title	Date

Revised 7/2015 Page 3 of 3 Worksite Agreement
Section 8

EMPLOYABILITY SKILLS

WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA) GRANT

JOB PLACEMENT AND CLASSIFICATION INFORMATION

County: _____

Counselor/Case Manager: _____

Place of Employment: _____

Address: (physical) _____
Street City, State Zip Code

Address: (Mailing) _____
Street City, State Zip Code

Phone: _____
Business Other

Supervisor's Name & Title: _____

Student's Name & Title: _____

Job Description: (Be complete in describing the duties for which the student is responsible.)

Code: _____



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: October 6, 2015
PAGE: 1 of 1

SUBJECT: PURCHASE OF 2 FORD POLICE INTERCEPTOR UTILITY, ALL WHEEL DRIVE, SUV VEHICLES ON STATE CONTRACT WITH THE FUNDING COMING FROM THE FEDERAL FORFEITED FUNDS, THAT LINE ITEM NUMBER BEING. EACH VEHICLE WILL COST \$26,411.00 FOR A TOTAL COST OF \$52,822.00

AMOUNT & SOURCE OF FUNDING: FEDERAL FORFEITED FUNDS

LINE ITEM

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** POLICE

**DIRECTOR'S
AUTHORIZATION:** R. FRANK NICHOLS,
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT:

R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700 ext. 111

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE: OCTOBER 7, 2015

SUGGESTED MOTION:

MOVE APPROVAL OF THE PURCHASE OF 2 FORD POLICE INTERCEPTOR UTILITY, ALL WHEEL DRIVE, SUV VEHICLES ON STATE CONTRACT, WITH THE FUNDING COMING FROM THE FEDERAL FORFEITED FUNDS, THAT LINE ITEM NUMBER BEING EACH VEHICLE WILL COST \$26,411.00 FOR A TOTAL COST OF \$52,822.00.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:

AGENDA DATE: October 6, 2015

PAGE: 1 of 1

SUBJECT: REMOVAL OF DEFECTIVE BODY CAMERA'S WHOSE SERIAL NUMBERS ARE 05DO-340F, 05DO-33ED, 05DO-33DA AND 05DO-3392, FROM THE POLICE DEPARTMENT'S INVENTORY AND RETURN TO THE VENDOR FOR REPAIR OR REPLACEMENT

AMOUNT & SOURCE OF FUNDING: These cameras were received via a grant and will be repaired or exchanged at no cost to the city.

LINE ITEM N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:** POLICE

**DIRECTOR'S
AUTHORIZATION:** R. FRANK NICHOLS,
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT:

R. FRANK NICHOLS,
CHIEF OF POLICE
662-323-2700 ext.111

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE:

SUGGESTED MOTION: MOVE APPROVAL OF THE REMOVAL OF DEFECTIVE BODY CAMERA'S WHOSE SERIAL NUMBERS ARE 05DO-340F, 05DO-33ED, 05DO-33DA AND 05DO-3392, FROM THE POLICE DEPARTMENT'S INVENTORY AND RETURN TO THE VENDOR FOR REPAIR OR REPLACEMENT.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:
PAGE: 1 of 1

SUBJECT: Consideration of a request to enter into an agreement with the United States Department of Justice for the funding for 3 Certified Officers for the SPD Community Oriented Policing Unit. This would increase the sworn police force by 3 officers. The salary plus all fringe benefits for 3 officers for a period of 36 months would be funded at 75%, with the remaining 25% match coming from the City of Starkville. At the conclusion of the 36 month grant period, the City of Starkville will continue these salaried positions for a period of 12 additional months.

AMOUNT & SOURCE OF FUNDING: \$380,058.66 US Department of Justice Grant total budget

<u>FISCAL NOTE:</u>	Year 1 Federal Share	\$112,434.02
	Local Share	\$14,252.20
	Year 2 Federal Share	\$107,683.00
	Local Share	\$19,002.93
	Year 3 Federal Share	\$64,926.97
	Local Share	\$61,759.54

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** R. Frank Nichols
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Lt. Shawn Word

PRIOR BOARD ACTION: Authorization to apply was previously granted by board

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE: Grant ending date will be September 30, 2018

STAFF RECOMMENDATION:

Move approval of the request to enter into an agreement with the United States Department of Justice for the funding for 3 Certified Officers for the SPD Community Oriented Policing Unit, increasing the sworn police force by 3 officers. The salary plus all fringe benefits for 3 officers for a period of 36 months, would be funded at 75% by the grant with the remaining 25% match coming from the City of Starkville, And that, at the conclusion of the 36 month grant period, the City of Starkville will continue these salaried positions for a period of 12 additional months.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-6-15
PAGE: 1 of 1

SUBJECT: Consideration of a request to enter into an agreement with Wal-Mart foundation for a grant in the amount of \$500.00. This funding is for purchasing items associated with the Starkville Police Department Citizens Academy and community events in the city of Starkville where SPD officers participate. These funds will be awarded to the City Police Department prior to any expenditures.

AMOUNT & SOURCE OF FUNDING: \$500.00 Wal-Mart Foundation

FISCAL NOTE: \$500.00

**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:

DEADLINE: N/A

STAFF RECOMMENDATION:

Move approval of the request to enter into an agreement with the Wal-Mart Foundation for funding of items to use for community events and materials for the SPD Citizens Academy.

Community Grant Program

Review Your Application

Please review your proposal information. If you are not ready to submit your proposal at this time, click the "Save Only" button. The proposal will then be available to edit from the Welcome page. Clicking the Submit button will immediately send the application to the Walmart Foundation and you will then be unable to perform further editing.

Contact Information

* First Name Shawn
 * Last Name Word
 * Contact Title Lieutenant
 * Address 101 E Lampkin St
 * City Starkville
 * State Mississippi
 * Zip 39759
 * Telephone 662-323-4131
 * E-mail Address sword@cityofstarkville.org
 * Contact Type Grant Preparer

Organization Information

* Legal Name Starkville Police Department
 * Payee Name City of Starkville Police Department
 * Organization Address 101 E Lampkin St
 * Organization City Starkville
 * Organization State Mississippi
 * Organization Zip 39759
 * Telephone 662-323-4131
 Fax 662-324-4016

Organization's Website Address www.cityofstarkville.org

* Organization Mission It is the mission of the Starkville Police Department to safeguard the lives and property of the people we serve. Our role is to enforce the laws in a fair and impartial manner, recognizing both the statutory and judicial limitations of police authority and the constitutional rights of all persons. It is our belief that the citizens of Starkville deserve to have an exemplary police agency.

* Current Activity Our department has strived to increase the community's trust in the department to aid in our efforts to provide a level of safety and partnership that the department has not seen before. We are working to obtain this goal by working with and listening to the citizens that we serve on a daily basis.

* Organization's Facebook Site Starkville Police Department

* Organization's Twitter Handle Starkville_PD

Request History

* Previous Funding Requests - All Locations N/A

* Previous Funding - All Locations N/A

* Previous Funding - This Location Yes

Previous Funding Date - This Location 01/01/2010

Area of Focus

* Primary Focus Category Strengthening Local Communities

* Primary Subcategory —Public Safety (Police/Fire/EMS)

Sam's Club Additional Category

Community Served

Area Served Oktibbeha

People Served 20000

Gender (number) 10,000.00 Male
10,000.00 Female
20,000.00 Total

Age Group (number) 2,000.00 Children (0-12)
5,000.00 Youth (13-18)
7,000.00 Adults (19-24)
3,000.00 Adults (25-55)
3,000.00 Mature (56+)
20,000.00 Total

Ethnic Background (number) 4,000.00 African American or Black
2,000.00 Hispanic or Latino
4,000.00 Multi-ethnic
4,000.00 White
6,000.00 Unknown/Unreported
20,000.00 Total

Program Information

Grant Type Local Community Contribution

Requested Grant Amount \$500.00

Project Title WMT 112 Application

Program Description Our department as stated earlier is striving to build the trust and partnership it holds with the citizens of Starkville Mississippi. We currently participate in many functions within the city and recently started a citizens academy for those in the community to increase communication with those that we serve. With times as they are now with Law Enforcement and views of law enforcement it is our duty to have positive interactions with as many citizens on a daily basis as possible. We are finding that this interactions both allows normal citizens to learn more about the officers that serve in their community. This interaction as well is something that is spread by word of mouth to those in the community. As trust builds, the intelligence gathered by law enforcement and trust in law enforcement builds as well. Our mission at the department is to SERVE those that we live with in the community in a fair manner.

Fund Use If funded, we will utilize funds for items at big events in the city as well as needed materials for the departments citizens academy. This funding will assist in lower costs to the community with the citizens academy for increased participation.

Program Relevancy Currently our citizens pay a small fee to attend the citizens academy. With funding we will be able to provide this experience at a much lower cost if any. With regards to community events, our department utilizes the resources at hand within the department to the best of our ability. With this however, we are finding that many of the items have become broken and outdated. Simple items such as a tent to be used will provide a shaded area in the summer at community gatherings allowing all parties better comfort with communication. This is simply two small items among many that increase the potential of good interactions with law enforcement. At other community events members of the department will cook for those in the city as good will at some of the bigger events. This funding will provide for many items to aid in the ability of the department to participate in community events with a professional appearance.

Agreement

Acknowledgement of Terms and Conditions AGREE



Save Only

[Need Support?](#)

Community Grant Program

[Edit Profile](#) | [Logout](#)

Welcome, Shawn Word !

Welcome, Shawn Word !

The organization you are currently associated with is Starkville Police Department

If you work with multiple organizations, [click here to add a new organization to your account](#)

The Apply Online grant application consists of three main sections, each of which must be completed for your proposal to be considered

- 1 Contact information pertaining to the organization
- 2 Basic information pertaining to the organization
- 3 Previous requests submitted by the organization
- 4 The focus category of the proposed program
- 5 The community served by the proposed program
- 6 Specific details of the proposed program
- 7 Review and agreement of the terms for requesting funds

Once completed, all applications created in Apply Online are immediately submitted to Walmart Foundation

We recommend that you [familiarize yourself with the online application](#) before you begin. To begin the application process, enter the zip code of the facility to which you will apply and click the "Search" button. You may also save your applications now and return to work on them later. To continue work on an unsubmitted application, click the "Continue" link next to the application's Project Title. To view an application previously submitted to Walmart Foundation, click the "View" link next to the appropriate Project Title.

Each page will have a timeline like the one below to help you monitor your progress. The line and text will indicate your current position within the application process. If you have technical questions regarding this application, use the link located at the bottom of every page to contact our support team.

Community Grant Facility Search

Search for the facility to which you will apply by Zip Code:

Zip Code:

[Search](#)

Organization Profile

To make changes to your organization information including address, telephone, etc. please use the link below

[Update Your Organization Information](#)[Need Support?](#)

GRANT AGREEMENT

Welcome to the Community Grants online application. Wal-Mart Stores, Inc. ("Walmart") requires each Grantee to accept the following terms which shall apply to any grant funds awarded by Walmart in response to the Grantee's application. Your acceptance of these terms is a prerequisite for the consideration of your grant application.

Please note that your review and agreement to the following terms does not create any agreement on behalf of Walmart to approve your grant application or to provide any donation to your organization. The following terms become binding only upon the issuance of a grant by Walmart in response to your organization's grant application.

The Grantee agrees to the following:

1. AUTHORITY

Grantee's signatory possesses all necessary capacity and authority to act for, sign and bind the Grantee to this Agreement.

2. REPRESENTATIONS OF GRANTEE

The Grantee represents to Walmart (the "Grantor") that it qualifies as one of the following types of organizations:

- An organization holding a current tax-exempt status under Section 501(c)(3), (4), (6) or (19) of the Code;
- A recognized government entity: state, county, or city agency, including law enforcement or fire department;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A recognized church or other faith-based organization.

If the Grantee is a church or other faith-based organization, Grantee represents that the Fund Use benefits the community at large.

3. PURPOSE AND ADMINISTRATION

The grant shall be used exclusively for the purposes specified in the Grantee's Community Grants application (the "Fund Use"), the terms of which are incorporated herein and made a part of this Agreement.

- The Grantee will directly administer the project or program being supported by the grant and agrees that no grant funds shall be re-granted to any organization or entity, whether or not formed by the Grantee.

- The Grantee will use funds for exclusively charitable, scientific, and/or educational purposes.
- The Grantee shall expend the grant funds in accordance with this Agreement.

4. USE OF GRANT FUNDS

The Grantee shall use the full amount of the grant for the purposes set forth in the Fund Use. Unless otherwise agreed in writing by Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code");
- To influence the outcome of any specific public election;
- To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code; or
- To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

Any interest or other income generated by the grant funds must be applied to the purposes described in the Fund Use.

To the extent that the Grantee is a governmental entity, and in addition to all other requirements contained in this Agreement, the Grantee agrees that grant funds are to be used exclusively for public purposes within the meaning of Section 170(c)(1) of the Code.

5. RECORD RETENTION

The Grantee agrees to maintain complete and accurate records of receipts and expenditures and make its books and records available to the Grantor at reasonable times upon its request. Grantee will maintain books, accounts, and records that, with a sufficient detail, accurately and clearly reflect its transactions and the disposition of

funds. No “off the books” or unrecorded funds or accounts shall be created or maintained for any purpose. Furthermore, Grantee will maintain records of expenditures charged against the grant that are adequate to identify the use of the funds in compliance with the purposes and restrictions specified in this Agreement. Such records shall be retained for a period of at least five years after the completion of the use of the grant.

The Grantor may, at its expense, monitor and conduct an evaluation of operations under the grant, which may include visits by representatives of the Grantor to observe the Grantee’s program, procedures and operations, and discussions of the program with the Grantee’s personnel.

6. ADDITIONAL TERMS AND CONDITIONS

The Grantor reserves the right to terminate the grant for cause as a result of the Grantee’s violation of the terms of this Agreement or the Grantee’s failure to make adequate and sustained progress toward the completion of the activities and achievement of the objectives contained in the Fund Use.

If the Grantor determines, in its reasonable discretion, that the Grantee has violated or failed to carry out any provision of this Agreement, the Grantor may, in addition to any other legal remedies it may have, terminate the grant and demand the return of all or part of the grant funds not spent or obligated to third parties in accordance with the terms of this Agreement, including, without limitation, all grant funds expended by the Grantee for purposes other than for the purposes set forth in Section 1 to this Agreement. The Grantee shall return all such grant funds to the Grantor within thirty (30) days of receiving a termination notice from the Grantor.

7. PUBLICITY

The Grantor may make information regarding this grant public at any time and in a manner which it deems appropriate. Grantee agrees to cooperate with any effort by Grantor to publicize the grant, including but not limited to designating a suitable representative to appear on behalf of Grantee at publicity events, providing relevant and pertinent information to include in press releases and distributions, and responding as appropriate to relevant and pertinent press inquiries.

Grantee agrees to provide Grantor an opportunity to review and comment on the contents of any statement, release, or report concerning this grant in advance of its release to the public or any third party.

8. NO ADDITIONAL SUPPORT

It is expressly understood that the Grantor has no obligation to provide additional support to the Grantee for this or any other project or purposes.

9. GENERAL INDEMNIFICATION

The Grantee shall indemnify, defend, save and hold harmless the Grantor, its governing board, and the individual members thereof, and all officers, agents, employees, representatives and volunteers from and against any and all liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, related to, connected with, or as a result of any acts or omissions of the Grantee, including, without limitation, any injury or property damage suffered by any third party due to the negligence or willful misconduct by the Grantee or any Grantee employee, officer, agent, employee, representative or volunteer in performance of this Agreement. Such provision shall not apply to any liability, loss, cost, expense, injury, proceeding, claim or obligation arising out of, connected with, or as a result of any negligent act or willful misconduct committed by the Grantor.

In no case shall the Grantor be liable to the Grantee or any third party for consequential damages. The Grantor shall have no liability for any debts, liabilities, deficits, cost overruns, or negligence or willful misconduct of the Grantee. It is expressly understood by the parties that no trustee, director, member, officer, employee or other representative of the Grantor shall incur any financial responsibility or liability of any kind or nature in connection with this Agreement. The parties agree that the liability of the Grantor hereunder shall be limited to the payment of the grant awarded by Grantor, if any, pursuant to the terms and conditions of this Agreement and that the Grantor shall have no other duty or obligation to the Grantee or any other person.

To the extent that the Grantee is a governmental entity described in Section 170(c)(1) of the Code and is prohibited by law from providing Grantor with the above indemnification, this Section 9 shall not be applicable.

10. COMPLIANCE WITH LAWS

Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials. Grantee agrees to notify Grantor immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, shall provide Grantor with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. ANTI-TERRORISM AND ECONOMIC SANCTIONS

Grantee affirms that neither Grantee nor any of Grantee's affiliates (i) is or will act in violation of any Anti-Terrorism Law (as defined below), (ii) is or will become a

Prohibited Person (as defined below), (iii) conducts or will conduct any business or engages or will engage in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person, (iv) deals in or will deal in or otherwise engages or will engage in any transaction relating to property or interests in property blocked pursuant to Executive Order No. 13224 (as defined below); or (v) engages in or will engage in or conspires to engage in any transaction that evades or avoids, or has the purpose or intent of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law. As used herein: (A) "Anti-Terrorism Law" is defined as any Law relating to terrorism or money-laundering, including Executive Order No. 13224 and the USA Patriot Act (as defined below); (B) "Executive Order No. 13224" is defined as the Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism", as amended; (C) "Prohibited Person" is defined as any person or entity (1) listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224; (2) owned or controlled by, or acting for or on behalf of, any party described in clause (C)(1) above; (3) with whom any lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (4) who commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224; (5) named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tl1sdn.pdf> or at any replacement website or other official publication of such list; or (6) affiliated with any party described in clauses (C)(1)-(5) above; and (D) "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as amended.

12. ANTI-CORRUPTION COMPLIANCE

Grantee and its affiliates each agree that it will comply with all relevant anti-corruption laws and regulations including, (a) the specific national legislation, (b) the Foreign Corrupt Practices Act (FCPA), and (c) relevant multilateral measures such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption and certifies that no payments of money or anything of value will be offered, promised, given, or paid, directly or indirectly, by Grantee or its agents, employees, or representatives to any political party, party official, employee of a government, or candidate for public or political office ("Government Official") in order to induce such officials to use their influence with a government or instrumentality to obtain an improper business advantage for any Walmart entity, including without limitation Wal-Mart Stores, Inc. For purposes of this grant Agreement, "Government Official" shall include any individual directly or indirectly employed by or associated with any entity owned by the government of any foreign nation.

In addition to the Record Retention and Reporting provisions set out in this Agreement, Grantee and Grantee's affiliates further agree to provide Grantor access to inspect and audit its records to verify that Grantee and Grantee's affiliates are complying with the requirements of the FCPA and any other applicable anti-corruption or anti-bribery laws. In the event Grantee or Grantee's affiliates have reason to believe that any money or anything of value has been offered, promised, or paid, directly or indirectly, to any Government Official to obtain an improper business advantage for any Walmart entity, including without limitation Wal-Mart Stores, Inc., Grantee or Grantee's affiliates shall immediately notify Grantor and take direct action to cease such offer, promise, or payment.

Moreover, Grantee and Grantee's affiliates shall take reasonable steps to ensure that none of its agents, employees, or representatives have or will engage in conduct prohibited by the FCPA or any other applicable anti-corruption or anti-bribery laws and this Section. Should Grantee or Grantee's affiliates have, at any time, reason to believe that any of its agents, employees, or representatives have engaged in conduct that is potentially prohibited by the FCPA, other applicable anti-corruption or anti-bribery laws, or this Section – regardless if it was in connection with the execution of this Agreement – Grantee shall immediately notify Grantor.

13. APPLICABLE LAW

This Agreement, and the rights and obligations of the parties, will be construed, interpreted and enforced in accordance with, and governed by, the laws of the State of Arkansas.

14. REPRESENTATIVES AND SUCCESSORS BOUND

This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors and assigns.

15. DEPOSIT OF FUNDS

Notwithstanding anything else to the contrary in this Agreement, the Grantee, by executing this grant Agreement, expressly agrees to deposit the grant funds check in its account in a timely fashion. Grantee acknowledges and agrees that if it does not cash the check within one hundred eighty (180) days of the effective date of this Agreement, the Grantor will issue a stop payment order on such check, and Grantee releases any and all interest in the grant funds and the check and hereby acknowledges that the Grantor is not holding the grant funds on Grantee's behalf. Further, such failure to timely cash the check shall be deemed to be a waiver by Grantee of any rights of action against Grantor. If a stop payment is issued pursuant to this provision, the Grantee may submit a new request to Grantor for grant funds, for similar or different purposes, but the determination as to whether to issue a new grant check to Grantee in such circumstance is in the sole discretion of the Grantor.

16. ENTIRE CONTRACT

This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the subject matter covered herein and contains all of the covenants and agreements between the parties with respect to the Fund Use in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties hereto. Any changes, additions or deletions to this Agreement, including the Fund Use, must be approved in writing by both the Grantor and the Grantee. This Agreement and all amendments may be signed in counterparts, each of which will constitute one and the same document. Any signature delivered via facsimile or other electronic means shall be deemed an original signature to this Agreement. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

17. SEVERABILITY

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each and every remaining term, covenant, or condition of this Agreement shall be valid and enforced to the fullest extent permitted by law.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE:10/6/15
PAGE: 1 of 1

SUBJECT: Consideration of a request to enter into an agreement with the Office of Highway Safety for funding in the area of the DUI Grant. This funding is 100% reimbursable and provides funds for the salary of 2 DUI officers, Overtime for DUI enforcement, equipment, travel, LEL luncheons, and office supplies. The only match required is that of Fringe for the 2 DUI officers.

AMOUNT & SOURCE OF FUNDING: \$111,097.00 Office of Highway Safety

FISCAL NOTE: \$111,097.00 is 100% reimbursable

**REQUESTING
DEPARTMENT:** Starkville Police

**DIRECTOR'S
AUTHORIZATION:** R. Frank Nichols
CHIEF OF POLICE

FOR MORE INFORMATION CONTACT: Lt. Shawn Word

PRIOR BOARD ACTION: Authorization to apply was previously granted by board

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE: Grant ending date will be September 30, 2016

STAFF RECOMMENDATION:

Move approval of the request to enter into an agreement with the Office of Highway Safety for the amount of \$111,097.00 for funding of (2) DUI Officers, Overtime for DUI enforcement, equipment, travel, LEL luncheons, and office supplies for LEL. This funding is 100% reimbursable with Fringe Benefits being paid by SPD

FY16 MOHS GRANT AGREEMENT

MS Office of Highway Safety

1025 Northpark Drive

Ridgeland, MS 39157

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

1. Subgrantee's Name City of Starkville/ Starkville Police Department Mailing Address: 101 East Lampkin St. Starkville, Ms 39759 Telephone: 662-323-4131 FAX: 662-324-4016 E-Mail: sword@cityofstarkville.org		2. Effective Date of Grant: 10/1/2015 3. Subgrant Number: M5X-2016-MD-23-11 4. Grant Identifier (Funding Source & Year): NHTSA Impaired Driving 405 D FY 16 5. Beginning and Ending Dates: 10/1/2015-9/30/2016 6. Subgrant Payment Method: ☒ Cost Reimbursement Method			
7. CFDA # - 20.616	8. DUNS # - 782430557	9. Congressional District - MS03	10. FAIN #:18X920405DMS16		
11. The following funds are obligated:					
A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	\$98,776.60	(1) Federal	\$111,097.00		100%
(2) Personal Services-Fringe	\$0.00	(2) State			
(3) Contractual Services	\$2,450.00	(3) Local			
(4) Travel	\$4,970.40	(4) Other			
(5) Equipment	\$4,800.00				
(6) Commodities	\$100.00				
(7) Indirect Costs	\$0.00				
TOTAL	\$111,097.00	TOTAL	\$111,097.00		100%
The Subgrantee agrees to operate the program outlined in this subcontract in accordance with all provisions of this subcontract as included herein. The following sections are attached and incorporated into this agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Budget Summary; Cost Summary Support Sheet; and required agency's policies and procedures and Agreement of Understanding and Compliances. All policies, terms, conditions, and provisions listed in guidelines, grant agreement, and agreement of understanding which has been provided to Subgrantee, are also incorporated into this agreement, and Subgrantee agrees to fully comply therewith.					
12. Approved for Grantee: 			13. Approved for Subgrantee: 		
Signature _____ Date _____ Name: Penny Corn Title: MOHS Office Director/Division of Public Safety Planning, MS Office of Highway Safety			Signature _____ Date _____ Name: Parker Wiseman Title: Mayor		

FY16 Sub-Grantee-Targets, Performance Measures and Strategies

Agency Name: City of Starkville- Starkville Police Department

Targets:

The jurisdiction/agency of City of Starkville will **reduce** the number of alcohol related crashes from **17** in 2013 to **16** by the end of 2016.

The jurisdiction/agency of City of Starkville will **maintain** the number of alcohol related fatalities from **1** in 2013 to **1** by the end of 2016.

The jurisdiction/agency of City of Starkville will **maintain** the number of alcohol related injuries from **1** in 2013 to **1** by the end of 2016.

The jurisdiction/agency of City of Starkville will **maintain** the number of drug impaired related crashes from **2** in 2013 to **2** by the end of 2016.

The jurisdiction/agency of City of Starkville will **maintain** the number of drug impaired related fatalities from **0** in 2013 to **0** by the end of 2016.

The jurisdiction/agency of City of Starkville will **maintain** the number of drug impaired related injuries from **1** in 2013 to **1** by the end of 2016.

Performance Measures:

Increase the number of grant funded DUI arrest by **5%** from **306** in FY14 to **321** in FY16.

Increase the number of grant funded DUI other arrest by **100%** from **3** in FY14 to **6** in FY16.

Strategies:

Select or Hire full-time officer

Overtime Enforcement

8 Checkpoints

8 Saturation Patrols

Conduct DRE evaluations as requested

Generate Earned Media

Publicize patrol activities results (after occurrence)

Conduct **4** of education outreach activities/presentations

Attend Troop LEL Network Meeting

Participate in the National blitz campaigns with enhanced DUI enforcement:

Drive Sober or Get Pulled Over – Christmas/ New Year's

Drive Sober or Get Pulled Over – Labor Day

Participate in the State blitz campaigns with enhanced DUI enforcement:

Super Bowl

Memorial Day

4th of July

Any other enforcement period coordinated by MOHS

Obtain (quotes/bids) on equipment (if applicable)

FY16 MOHS Grant Agreement

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville- Starkville Police Department

PROJECTION TASK BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Purchase approved equipment during 1st quarter for the grant year. (any equipment over \$5000.00 – agency is required to have an approval letter from MOHS [with NHTSA approval attached] prior to purchase)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Schedule, Plan and Conduct LEL Troop Network meeting to present agencies with an agenda to include information for the National Blitz Campaign Drive Sober or Get Pulled Over and/ or local, state DUI/Impaired Driving Enforcement efforts by encouraging participation and earned media utilizing a guest speaker with an emphasis on funding source.

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of (80) DUI Arrest during quarter, to reach 25% goal of (321) for FY2016.

Issue a minimum of (2) DUI Other Arrest during quarter, to reach 30% goal of (6) for FY2016.

LEL Network Coordinator will meet not less than 3 times year(1st., 2nd. and 4th. quarters) with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to effect positive reduction of crashes, injuries and fatalities in MS.

Agency will conduct not less than 1 DUI focused school, community and/or public information and education presentation during the quarter.

Conduct DRE evaluations as needed.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Projected Expenditures for Quarter: \$30,369.20

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville- Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

2nd QUARTER (JANUARY, FEBRUARY & MARCH)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Schedule, Plan and Conduct LEL Troop Network meeting to present agencies with an agenda to include information for the National Blitz Campaign Drive Sober or Get Pulled Over and/ or local, state DUI/Impaired Driving Enforcement efforts by encouraging participation and earned media utilizing a guest speaker with an emphasis on funding source.

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of (80) DUI Arrest during quarter, to reach 25% goal of (321) for FY2016.

Issue a minimum of (2) DUI Other Arrest during quarter, to reach 30% goal of (6) for FY2016.

LEL Network Coordinator will meet not less than 3 times year(1st., 2nd. and 4th. quarters) with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to effect positive reduction of crashes, injuries and fatalities in MS.

Agency will conduct not less than 1 DUI focused school, community and/or public information and education presentation during the quarter.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national New Year's and the State Super Bowl blitz campaign with enhanced DUI enforcement and earned media with at least two (1) newspaper, television or radio presentations

Projected Expenditures for Quarter: \$27,687.20

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville- Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

3RD QUARTER (APRIL, MAY & JUNE)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Attend LEL Troop Network meeting.

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of (80) DUI Arrest during quarter, to reach 25% goal of (321) for FY2016.

Issue a minimum of (1) DUI Other Arrest during quarter, to reach 10% goal of (6) for FY2016.

Agency will conduct not less than 1 DUI focused school, community and/or public information and education presentation during the quarter.

Conduct DRE evaluations as needed.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement.

Projected Expenditures for Quarter: \$25,119.20

FY16 MOHS TASK BY QUARTERS

AGENCY NAME: City of Starkville- Starkville Police Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Attend, at a minimum, one (1) MAHSL meeting during quarter.

Schedule, Plan and Conduct LEL Troop Network meeting to present agencies with an agenda to include information for the National Blitz Campaign Drive Sober or Get Pulled Over and/ or local, state DUU/Impaired Driving Enforcement efforts by encouraging participation and earned media utilizing a guest speaker with an emphasis on funding source.

Conduct not less than 2 checkpoints during quarter.

Conduct not less than 2 saturation patrols during quarter.

Issue a minimum of (81) DUI Arrest during quarter, to reach 25% goal of (321) for FY2016.

Issue a minimum of (2) DUI Other Arrest during quarter, to reach 30% goal of (6) for FY2016.

LEL Network Coordinator will meet not less than 3 times year(1st., 2nd. and 4th. quarters) with the Mississippi Office of Highway Safety to coordinate activities; develop and refine strategies to effect positive reduction of crashes, injuries and fatalities in MS.

Agency will conduct not less than 1 DUI focused school, community and/or public information and education presentation during the quarter.

Conduct DRE evaluations as needed.

Submit all required reporting documents by scheduled date(s) as defined in contract by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Quarterly Progress reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over State 4th of July and national DSOGPO Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least two (2) newspaper, television or radio presentations.

Projected Expenditures for Quarter:\$27,921.40

FY16 MS OFFICE OF HIGHWAY SAFETY-BUDGET SUMMARY

1. Applicant Agency: City of Starkville – Starkville Police Department					3. Grant ID: NHTSA Impaired Driving 405D FY16		4. Beginning: October 1, 2015		5. Ending: September 30, 2016		
2. Subgrant Number: MSX-2016-MD-23-11											
Funding Sources											
6. For MOHS Use Only		7. Activity	8. Federal	9. State	10. Program Income	11. Other (Local-Private)	12. Total				
		NHTSA Impaired Driving 405D FY16	\$111,097.00	\$0.00	\$0.00	\$0.00	\$111,097.00				
TOTAL			\$111,097.00	\$0.00	\$0.00	\$0.00	\$111,097.00				

FY16 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: City of Starkville – Starkville Police Department				
2. Subgrant Number: M5X-2016-MD-23-11		3. Grant ID: NHTSA Impaired Driving 405 D FY 16	4. Beginning: October 1, 2015	5. Ending: September 30, 2016
6. Activity: Impaired Driving 405 D				
7. MOHS Use Only	8. Category & Line Item	10. Description of item and/or Basis for Valuation	11. Budget	
			Federal	All Other
	Personal Services-Salary	(2) Full-time Officer @ (\$15.20) x (2,229.50 hours) = \$67,776.80 Officers over-time or regular time above and beyond normal work hours @ approx. (\$25.00) X approx. (1200 hours) = \$30,000.00 LEL over-time or regular time above and beyond normal work hours @ approx. (\$25.00) X approx. (40 hours) = \$1,000.00 Total Salaries = \$98,776.80 Not to exceed \$98,776.60	\$98,776.60	\$0.00
	Contractual Services	LEL Network Meeting (3) X (\$800) = \$2,400.00 Shipping (1) X (\$50.00) = \$50.00 Total Cont. Services = \$2,450.00	\$2,450.00	\$0.00
	Travel	STARS Room rate \$75.00 X 3 nights X 20% room taxes = \$270.00 Meals Monday \$34.50 + Tuesday \$35.00 + Wednesday 35.00 + Thursday \$34.50 X 20% gratuity = \$166.80 \$270.00 + \$166.80 = \$436.80 X (3 people) = \$1,310.40	\$4,970.40	\$0.00
				\$2,450.00
				\$4,970.40

		Other In-State Training Registration fee (\$200.00) Trip amount per person = \$200.00 Number of people (2) x (\$200.00) = \$400.00 LEL Travel Room rate (\$100.00) X (5) nights X (20%) room taxes (\$100.00) = \$600.00 Meals (\$41.00) X (10) days = \$410.00 20% gratuity (of meals) X (\$410.00) = \$82.00 Trip amount per person \$1,092.00 Number of people (1) x (\$1,092.00) = \$1,092.00 Lifesavers Travel Registration fee \$275.00 Room rate (\$200.00) X (3) of nights X (20%) room taxes (\$120.00) = \$720.00 Meals (\$60.00) X (4) of days = \$240.00 20% gratuity X \$240.00 = \$48.00 Airfare \$740.00 Misc. (baggage, parking, taxi, etc.) \$145.00 Trip amount per person \$2,168.00 Number of people (1) x (\$2,168.00) = \$2,168.00 Total Travel = \$4,970.40			
	Equipment	In Car Camera (1) X (\$4,800.00) = \$4,800.00 Total Equipment = \$4,800.00	\$4,800.00	\$0.00	\$4,800.00
	Commodities	LEL Coordination Office Supplies (1) X (\$100.00) = \$100.00 Total Other = \$100.00	\$100.00	\$0.00	\$100.00
TOTALS			\$111,097.00	\$0.00	\$111,097.00



CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: October 6, 2015

SUBMITTAL DATE: 9/30/2015

PAGE: 1 of 1

SUBJECT: Consideration of approving an advertisement for bid for two (2) 40 yard Front Loader Garbage Trucks.

AMOUNT & SOURCE OF FUNDING: 2015-2016 Fiscal Budget

FISCAL NOTE:

REQUESTING

DEPARTMENT: Sanitation &
Environmental Services

DIRECTOR'S

AUTHORIZATION: Emma Gibson-Gandy
Director

FOR MORE INFORMATION CONTACT:

PRIOR BOARD ACTION: N/A

AUTHORIZATION HISTORY: The 2009 and 2006 model Front Loaders currently being used, are constantly in the shop for repairs; this equipment down time is causing major delays in customer services. This purchase will allow the Department to better serve the commercial container customers.

STAFF RECOMMENDATION/SUGGESTED MOTION: Move approval to advertise for bid for two (2) new Front Loaders Garbage Trucks.



AGENDA ITEM NO:
AGENDA DATE: October 6, 2015

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Adoption of logo for Starkville Utilities. The attached proposed logo was designed to reflect the combination of electricity and water utilities under the same organization that occurred earlier this year. The logo will be used by Starkville Utilities on uniforms and vehicles to ensure recognition of employees responding to service requests and in emergency situations.

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:

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

STAFF RECOMMENDATION: Recommend moving forward with use of proposed logo for Starkville Utilities on uniforms and equipment.

SUGGESTED MOTION: “MOVE APPROVAL FOR STARKVILLE UTILITIES TO MOVE FORWARD WITH USE OF LOGO.”



Starkville
UTILITIES



AGENDA ITEM NO:
AGENDA DATE: October 6, 2015

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval of Amendments to extend participation in Energy Efficiency Demonstration Agreement between the City of Starkville and TVA and between Mississippi State University and the City of Starkville. Original agreements were effective January 6, 2015 through September 30, 2015. The Amendments extend participation through December 31, 2016

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 the City of Starkville Board of Alderman approve Participation Agreement Amendments between the City of Starkville and TVA and between Mississippi State University and the City of Starkville to extend Energy Efficiency Demonstration Agreements through December 31, 2016.

SUGGESTED MOTION: “MOVE APPROVAL OF THE PARTICIPATION AGREEMENT AMENDMENTS BETWEEN THE CITY OF STARKVILLE AND TVA AND MISSISSIPPI STATE UNIVERSITY AND THE CITY OF STARKVILLE.”

AMENDMENT

This Amendment is between MISSISSIPPI STATE UNIVERSITY ("**Participant**") and the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**").

Distributor and Participant entered into an energy efficiency demonstration agreement, effective January 6, 2015 ("**Participation Agreement**"), to demonstrate efficient technologies at the Participant's site.

The Participation Agreement is scheduled to terminate September 30, 2015, and the parties want to extend the Participation Agreement due to equipment installation delays and to collect additional performance data.

In consideration of the premises and the agreements below, the parties agree:

SECTION 1 - TERM OF PARTICIPATION AGREEMENT

Subsection 1.1 of the Participation Agreement is amended in the respects necessary to extend the Participation Agreement through December 31, 2016.

SECTION 2 - RATIFICATION OF PARTICIPATION AGREEMENT

The Participation Agreement, as amended by this Amendment, is ratified and confirmed as the continuing obligation of the parties.

The parties are signing this Amendment to be effective on the date of Distributor's signature.

MISSISSIPPI STATE UNIVERSITY

By _____
Title:

Date: _____

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:

Date: _____

AMENDMENT

Contract No. 8535, Supp. No. ____

This Amendment is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**") and TENNESSEE VALLEY AUTHORITY ("**TVA**").

Distributor and TVA entered into an energy efficiency demonstration agreement, Contract No. 8535, dated December 18, 2014 ("**2014 Agreement**"), to demonstrate efficient technologies at qualified customer sites.

The 2014 Agreement is scheduled to terminate September 30, 2015, and the parties want to extend the 2014 Agreement due to equipment installation delays and to collect additional performance data.

In consideration of the premises and the agreements below, the parties agree:

SECTION 1 - TERM OF 2014 AGREEMENT

Section 8 of the 2014 Agreement is amended in the respects necessary to extend the 2014 Agreement through December 31, 2016.

SECTION 2 - RATIFICATION OF 2014 AGREEMENT

The 2014 Agreement, as amended by this Amendment, is ratified and confirmed as the continuing obligation of the parties.

The parties are signing this Amendment to be effective on the date of TVA's signature.

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title:

Date: _____

TENNESSEE VALLEY AUTHORITY

By _____

Senior Manager

Power Customer Contracts

Date: _____



AGENDA ITEM NO:
AGENDA DATE: October 6, 2015

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request approval for Starkville Utilities to issue a notice to proceed to Stidham Construction, the lowest unit price bidder, to replace failing gravity sewer line segments in the Plantation Homes subdivision.

On December 3rd, 2014, the City of Starkville opened sealed unit price bids for water and sewer construction services in calendar year 2015. These bids were accepted by the Board at the December 16, 2014 recess meeting.

As part of our EPA agreed order, we are required to rehabilitate sewer line segments with multiple Grade 5 PACP defects. There are several segments in the Plantation Homes subdivision that meet the criteria, along with the criteria for open cut replacements.

Two local contractors submitted the following bids:

Prisock Construction \$36,078.45

Stidham Construtcion \$30,728.12

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Electric

**DIRECTOR'S
AUTHORIZATION:**

Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION: Request approval for Starkville Utilities to issue a notice to proceed to Stidham Construction to replace failing gravity sewer line segments in the Plantation Homes subdivision.

SUGGESTED MOTION: “Move approval for Starkville Utilities to issue a notice to proceed to Stidham Construction to replace sewer line segments in the Plantation Homes subdivision”

City of Starkville, Mississippi

Glen Creek/Hollis Creek Corrective Action Plan

Josey/Sand Creek Supplemental Corrective Action Plan

Submitted to: Mr. Dennis Sayre

Clean Water Enforcement Branch

Water Protection Division

U.S. EPA, Region 4

61 Forsyth Street, S.W.

Atlanta, GA 30303

In Partial Fulfillment of

Administrative Order on Consent No. CWA-04-2013-4761

Section 19, B, ii

Prepared By:

Doug Devlin, Director of Public Services

City of Starkville, Mississippi

101 Lampkin Street

Starkville, MS 39759

March 28th, 2015

GRAVITY SEWER SYSTEM PRELIMINARY SEWER SYSTEM ASSESSMENT (PSSA) GUIDANCE

Sewer segments with histories of SSOs and slow sewer complaints were evaluated with acoustic obstruction assessment equipment. Those segments with acoustic scores indicating moderate to totally obstructed conditions were cleaned and inspected with CCTV equipment by NAASCO PACP certified operators by Compliance Envirosystems of Baton Rouge, LA.

Defects within the segments are graded as follows:

Grade 5 - Most significant defect grade.

Grade 4 - Significant

Grade 3 - Moderate defect grade.

Grade 2 - Minor to Moderate

Grade 1 - Minor defect grade.

The PACP Structural Quick Rating Index (SQRI) was used to select segments for rehabilitation. The SQRI is a four digit number. Each number represents the following:

First digit – The most significant defect grade found within the segment.

Second digit – The number of the most significant grade defects within the segment.

Third digit – The second most significant defect grade found within the segment.

Fourth digit – The number of the second most significant grade defects within the segment.

Example: If a segment's SQRI is 5346, the segment has three grade 5 defects and six grade 4 defects.

Sewer segments with one or more grade 5 structural defects will be scheduled for rehabilitation (replace, install CIPP or point repair) and shall be completed no later than three (3) years from the effective date of the AOC.

The segment PACP Structural Quick Rating Indices resulting from the CCTV PSSA are plotted on the accompanying map titled *CES Quick Rating Map*. The segments with one or more grade 5 structural defects are colored blue.

GRAVITY SEWER CORRECTIVE ACTION PLAN

OPEN CUT REPLACEMENTS

One or more of the following criteria resulted in a segment being selected for open cut replacement.

1. The segment has a significant number of grade 5 and grade 4 defects.
2. The segment is easily accessible from the street with a minimum number of driveway crossings in residential and commercial areas.
3. The segment is located in an undeveloped area (fields, pastures).
4. The segment is currently inaccessible for maintenance in its current location. An example is a subdivision where the public sewer was constructed along adjoining rear property lines of adjacent lots and is now inaccessible due to the construction of fences and the placement of storage buildings within the easement. A new sewer line will be constructed on the street side of the lots with the building services rerouted to it.
5. The segment is undersized or constructed on a poor grade where full pipe self-cleaning flow velocities are not attainable or both.

See table 1 in the appendix for a summary and cost estimate.

CAST IN PLACE PIPE (CIPP)

One or more of the following criteria resulted in a segment being selected for the insertion of CIPP.

1. The segment has a significant number of grade 5 and grade 4 defects.
2. The segment is located under long runs of asphalt and concrete (public roads, parking lots, sidewalks).
3. The segment is in close proximity to building foundations.
4. The segment has sufficient capacity to satisfy all future development and is constructed on grades where full pipe self-cleaning flow velocities are achieved.

See table 2 in the appendix for a summary and cost estimate.

POINT REPAIRS

Point repairs were selected for segments where the locations of the grade 5 and grade 4 defects are accessible for excavation.

See table 3 in the appendix for a summary and cost estimate.

PUMP STATION CORRECTIVE ACTION PLAN

Several pump stations in the City of Starkville do not have the pumps mounted on retrieval rails or emergency force main connections for auxiliary pumping during power outages.

Construction plans to correct these conditions are complete and the project is scheduled for bidding in Q3 of CY 2015 and shall be completed no later than three (3) years from the effective date of the AOC.

The construction plans accompany this report.

Probable Cost = \$420,000.

EXTENSION OF CATALPA FORCE MAIN

Hydrogen sulfide gasses (H₂S) discharging from the Caltalpa Creek pump station force main has resulted in severe corrosion of the top portion of a cast iron 21" gravity sewer that serves Northeast Starkville and the entire Mississippi State University Campus.

The plan is to replace the corroded section, as well as eliminate H₂S odor complaints in a dense residential area, by extending the force main further downstream where it will discharge in a relatively undeveloped area.

Construction plans to correct these conditions are complete and the project is scheduled for bidding in Q3 of CY 2015 and shall be completed no later than three (3) years from the effective date of the AOC.

The construction plans accompany this report.

Probable cost = \$770,000.

INDUSTRIAL PARK GRAVITY SEWER REPLACEMENT

Hydrogen sulfide gasses (H₂S) discharging from the Trim Cane pump station force main has resulted in severe corrosion of the top portion of a cast iron gravity sewer that serves North Central/Northwest Starkville and the existing industrial park located adjacent to the municipal airport.

The plan is to replace and upsize the capacity of approximately 5,800 LF to accommodate future development of currently undeveloped areas that were incorporated into the City as a result of the 1998 Annexation.

The construction plans accompany this report.

Project is currently under construction and will be completed in Q3 of CY2015.

APPENDIX INDEX

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Table 1. SCHEDULE OF SEGMENTS TO BE REPLACED	1
Table 2. SCHEDULE OF SEGMENTS FOR INSERTION OF CAST IN PLACE PIPE (CIPP)	2
Table 3. SCHEDULE OF SEGMENTS FOR POINT REPAIRS	3

TABLE 1

SCHEDULE OF SEGMENTS TO BE REPLACED

PipeID	Date Inspected	Total Length	Structural Quick Rating	Corrective Action	Estimated Cost
800202_800201	9/17/2014	280.2	5949	REPL	\$14,010
880302A_880301	10/3/2014	326.6	5745	REPL	\$16,330
870321_870320	10/4/2014	355	5649	REPL	\$17,750
759902_759901	10/31/2014	86.4	5542	REPL	\$4,320
880303_880302	10/6/2014	197.7	5442	REPL	\$9,885
789803_789802	3/3/2014	356.3	5442	REPL	\$17,815
840441_840506	3/3/2014	390	5441	REPL	\$19,500
779802_779801	10/10/2014	326	5441	REPL	\$16,300
870421_870402	9/24/2014	229	5349	REPL	\$11,450
870551_870423	10/3/2014	112.1	5346	REPL	\$5,605
820801_830808	3/10/2014	300	5345	REPL	\$15,000
830804_830803	3/6/2014	422	5339	REPL	\$21,100
840609_840608	3/5/2014	140	5335	REPL	\$7,000
810801_820804	3/6/2014	537.3	5333	REPL	\$26,865
870403_870402	9/23/2014	278	5243	REPL	\$13,900
760103_760103A	10/29/2014	148.1	5243	REPL	\$7,405
779823_779822	9/11/2014	346	5242	REPL	\$17,300
760011A_760011	10/28/2014	109.5	5241	REPL	\$5,475
770231_770106	10/8/2014	139	5232	REPL	\$6,950
870401_870305	9/25/2014	428.4	5145	REPL	\$21,420
870402_870401	9/24/2014	303.6	5143	REPL	\$15,180
780702_54654178	10/7/2014	199.6	5143	REPL	\$9,980
REPL = Replace				Total	\$300,540

TABLE 2

SCHEDULE OF SEGMENTS FOR INSERTION OF
CAST IN PLACE PIPE (CIPP)

PipeID	Date Inspected	Total Length	Structural Quick Rating	Corrective Action	Estimated Cost
830501_830622	2/24/2014	143.6	5539	CIPP	\$10,770
810402_810401	10/18/2014	184.7	5449	CIPP	\$13,853
800219_810219	9/16/2014	154.6	5343	CIPP	\$11,595
810611_810601	10/19/2014	242	5331	CIPP	\$18,150
810402_810402A	10/18/2014	321.4	5249	CIPP	\$24,105
810401_810304	10/14/2014	344.4	5249	CIPP	\$25,830
770506A_770506	10/5/2014	372.2	5247	CIPP	\$27,915
750003_750002	10/18/2014	209.2	5247	CIPP	\$15,690
810803_810802	3/5/2014	350	5243	CIPP	\$26,250
780701A_780602	10/5/2014	340	5148	CIPP	\$25,500
810802_810801	3/6/2014	133	5145	CIPP	\$9,975
810602_810601	10/19/2014	207	5143	CIPP	\$15,525
870312_870311	9/30/2014	352.3	5142	CIPP	\$26,423
820802_820801	3/10/2014	129.7	5142	CIPP	\$9,728
760101_760002	10/20/2014	388	5142	CIPP	\$29,100

CIPP = INSERTION OF CAST IN PLACE PIPE

Total \$290,408

TABLE 3

SCHEDULE OF SEGMENTS FOR POINT REPAIRS

PipeID	Date Inspected	Total Length	Structural Quick Rating	Corrective Action	Estimated Cost
870422_870421	9/24/2014	372.2	5141	PR	\$2,500
830807_830807A	3/10/2014	300	5141	PR	\$2,500
799713_799712	10/31/2014	140.2	5141	PR	\$2,500
779805_779804	10/6/2014	305	5141	PR	\$2,500
760504_760503	11/1/2014	100	5141	PR	\$2,500
850704_850703	2/28/2014	192.3	5139	PR	\$2,000
840731_850704	3/5/2014	332	5139	PR	\$2,000
820851A_820851	3/6/2014	207	5139	PR	\$2,000
820851_820802	3/10/2014	102.4	5139	PR	\$2,000
810804_810803	3/5/2014	275	5139	PR	\$2,000
810213_810212	9/18/2014	215.8	5139	PR	\$2,000
789722_789721	11/4/2014	414.4	5139	PR	\$2,000
780241_770231	9/8/2014	640	5139	PR	\$2,000
800031_809903	9/19/2014	308.4	5136	PR	\$2,000
850705_850704	3/4/2014	30.1	5134	PR	\$2,000
830621_830601	2/24/2014	232.7	5131	PR	\$2,000
810404_810403	11/1/2014	96.7	5131	PR	\$2,000
810202_810201	9/19/2014	83	5131	PR	\$2,000
789804_789803	11/3/2014	90	5131	PR	\$2,000
770506_770506A	10/7/2014	21.5	5131	PR	\$2,000
769831_799801	10/15/2014	372	5131	PR	\$2,000
760102_760101	10/29/2014	383.1	5129	PR	\$2,000
809912_809911	9/20/2014	28	5121	PR	\$2,000
840605_840603	2/24/2014	53.3	5100	PR	\$2,000
779822_779821	9/11/2014	326.1	5100	PR	\$2,000
779821_779802	10/6/2014	422	5100	PR	\$2,000
769821_779802	10/6/2014	290	5100	PR	\$2,000
PR = POINT REPAIR				Total	\$56,500

CES Quick Rating Data

