



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
NOVEMBER 17, 2015**

Mayor
Parker Wiseman

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
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 AGENDA
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI

RECESS MEETING OF TUESDAY, NOVEMBER 17, 2015
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA

IV. APPROVAL OF BOARD OF ALDERMEN MINUTES

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR’S COMMENTS:

New employee introductions:

Vickie Hampton

Thomas Tyson

Dylan Reed

FF—Moore Hogue

App Linemen—Smith, Hatcher, Champion

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

PUBLIC APPEARANCE BY DAN CAMP

PUBLIC APPEARANCE BY STARKVILLE MAIN STREET ASSOCIATION

VIII. PUBLIC HEARING

IX. MAYOR’S BUSINESS

A. DISCUSSION AND CONSIDERATION OF APPROVING THE RESERVED CITY HALL PARKING PLAN.

B. DISCUSSION AND CONSIDERATION OF APPROVAL OF REVISED CHANGE ORDER NUMBER FIVE (5) FOR PHASE II CONSTRUCTION CONTRACT FOR THE PARKING GARAGE AND RE-ALIGN CDBG BUDGET TO REFLECT CONSTRUCTION CHANGE ORDER AND ADJUSTMENT OF BUDGETED LINE ITEMS, AT NO COST TO THE CITY.

C. CONSIDERATION FOR REVIEW AND APPROVAL OF THE EASEMENT AND CONSTRUCTION AGREEMENT OF PROJECT SP--0018-03(022) SR12 AND RUSSELL STREET

IMPROVEMENT.

- D. DISCUSSION AND CONSIDERATION OF THE APPROVAL OF THE SPECIAL EVENT APPLICATION FOR THE ANNUAL STARKVILLE CHRISTMAS PARADE AS SUBMITTED BY JENNIFER PRATHER OF THE GREATER STARKVILLE DEVELOPMENT PARTNERSHIP GRANTING AUTHORIZATION TO CLOSE THE NECESSARY CITY STREETS, FOR THE PURPOSES OF THE PARADE PROCESSION AT A COST TO THE CITY OF \$ 4,755.00, IN IN-KIND SERVICES.
- E. DISCUSSION AND CONSIDERATION OF THE APPOINTMENT OF TWO MEMBERS TO THE HISTORIC PRESERVATION COMMISSION FOR A THREE-YEAR TERM WITH THAT TERM SET TO EXPIRE ON JULY 1, 2018.
- F. REQUEST AUTHORIZATION TO ADVERTISE FOR JANITORIAL SERVICES FOR THE CITY HALL AND POLICE DEPARTMENT BUILDINGS.
- G. APPROVAL OF THE STRIPING AND SIGNAGE PLAN FOR WEST MAIN STREET AND GRIFFIN PARKING LOT.
- H. FIRST AMENDMENT TO ACCESS A MAINTENANCE EASEMENT WITH THE U.S. DEPARTMENT OF AGRICULTURE, MISSISSIPPI STATE UNIVERSITY AND THE CITY OF STARKVILLE

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF NAMING ALDERMAN WALKER AND MAYOR WISEMAN TO THE CORRIDOR STUDY STAKEHOLDER COMMITTEE AND REQUEST FOR APPROVAL OF HALL PLANNING AND ENGINEERING, INC. FOR PLANNING AND ENGINEERING SERVICES FOR THE STARKVILLE MULTIWAY BOULEVARD CORRIDOR STUDY AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE CONTRACT AND RELATED PAPERWORK IN ACCORDANCE WITH THE MDOT LPA MANUAL AND THE MDOT SMALL PURCHASES CONTRACT PROCEDURE.
- B. REQUEST AUTHORIZATION FOR MAYOR PARKER WISEMAN TO EXECUTE AN AGREEMENT WITH PRIMEPAY AS SUBMITTED THROUGH REGIONS INSURANCE FOR COBRA SERVICES, RETIREE BILLING, AND OTHER RELATED SERVICES.

- C. UPDATE ON THE ACQUISITION AND INSTALLATION OF THE BOARD-APPROVED SIREN TO BE LOCATED ON THE CORNER OF REED ROAD AND HOSPITAL ROAD.
- D. UPDATE BY POLICE CHIEF ON THE WORDING TO BE PLACED ON THE EXTERIOR OF THE FORMER CITY HALL BUILDING.
- E. DISCUSSION OF THE VACANT AND GRASSY TRACT OR PARCEL OF LAND LOCATED ON THE CORNER OF HIGHWAY 182 AND NORTH JACKSON STREET.
- F. APPROVAL TO PURCHASE CONSTRUCTION MATERIALS AND SIGNAGE FOR THE NORTH NASH TRAFFIC CALMING PROJECT AT A COST NOT TO EXCEED \$5000 TO BE PAID FROM WARD 4 DISCRETIONARY FUNDS.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FOR CONTRACT A- SUPPLY OF 8-UNIT TEE HANGAR AS RECEIVED FROM ERECT-A-TUBE, INC.
- 2. REQUEST APPROVAL TO AWARD CONTRACT B FOR CONSTRUCTION OF 8-UNIT TEE HANGAR BUILDING AND RELATED APPURTENANCES TO T&M STEEL ERECTORS, INC., THE LOWEST AND BEST BID.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF VA 15-06: SCOTT SANFORD REQUESTING RELIEF BY VARIANCE FROM APPENDIX A, ARTICLE VI, SECTION B, LOCATION OF ACCESSORY STRUCTURES ON RESIDENTIAL LOTS AT 506 CRITZ STREET, ZONED R-2, WARD 5.

- b. DISCUSSION AND CONSIDERATION OF PP 15-17:
REQUEST FOR PRELIMINARY PLAT APPROVAL FOR
SUBDIVIDING ONE LOT INTO TWO LOTS LOCATED
+/-0.27 MILES SOUTH OF THE GARRARD ROAD AND
HWY 12 EAST INTERSECTION ON THE EAST SIDE OF
HWY 12 EAST WITH THE PARENT PARCEL NUMBER
117F-00-008.00 FOR THE PROPOSED 42,000 SQ FT
WALMART NEIGHBORHOOD MARKET AND FUEL
STATION.
- c. DISCUSSION AND CONSIDERATION OF FP 15-16:
REQUEST FOR FINAL PLAT APPROVAL FOR
SUBDIVIDING ONE LOT INTO FIVE LOTS AT THE
SOUTHWEST CORNER OF THE INTERSECTION OF
GARRARD ROAD AND HWY 12 EAST WITH THE
PARCEL NUMBER 117F-00-002.00.
- d. REZONING REQUEST BY CAPITAL GROWTH PROPERTIES

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. REQUEST APPROVAL OF ON-STREET PARKING ON RUSSELL
STREET IN COORDINATION WITH THE CONSTRUCTION OF THE
505 DEVELOPMENT PROJECT.
- 2. REQUEST APPROVAL OF THE LOW QUOTE FROM HESTER
FENCE IN THE AMOUNT OF \$6,380.00 FOR THE HENDERSON
SCHOOL SIDEWALK CONNECTOR PROJECT WHICH WILL RUN
ALONG THE NORTH SIDE OF HIGHWAY 182 FROM THE
UNIVERSITY MOTEL TO SCHOOL STREET TO BE PAID FROM
WARD 7 DISCRETIONARY FUNDS.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS
DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE
ELECTRIC DEPARTMENT AS OF NOVEMBER 11, 2015 FOR
FISCAL YEAR ENDING 9/30/16.
- 2. REQUEST APPROVAL OF THE OCTOBER 2015 FINANCIAL
STATEMENT.

3. REQUEST AUTHORIZATION FOR THE CITY CLERK OFFICE TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR ALL DEPARTMENTS OTHER THAN ELECTRIC DEPARTMENT MATERIAL, FOR THE PERIOD JANUARY 1, 2016 THROUGH JUNE 30, 2016.
4. REQUEST AUTHORIZATION FOR CITY CLERK / CFO LESA HARDIN TO ATTEND 2015 MUNICIPAL CLERK WINTER EDUCATIONAL CONFERENCE IN JACKSON, MS DECEMBER 16-18 WITH ADVANCE TRAVEL OF \$464.50.
5. CONSIDERATION OF BUDGET AMENDMENTS FOR FISCAL YEAR 9-30-15.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. REQUEST APPROVAL TO ADVERTISE TO FILL VACANT POSITIONS FOR FOREMAN IN THE STREET DEPARTMENT.
2. REQUEST APPROVAL TO ADVERTISE TO FILL A POSITION FOR SYSTEM / NETWORK ADMINISTRATOR IN THE INFORMATION TECHNOLOGY DEPARTMENT.
3. REQUEST APPROVAL TO ADVERTISE TO FILL A POSITION FOR A WAREHOUSE MANAGER IN THE UTILITIES DEPARTMENT
4. REQUEST AUTHORIZATION TO HIRE MARTESA BISHOP TO FILL A POSITION FOR A DEPUTY CLERK – PAYROLL IN THE CITY CLERK / FINANCE DEPARTMENT.
5. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A DEPUTY CLERK, ACCOUNTING ASSISTANT IN THE CITY CLERK / FINANCE DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE RYAN ADAIR TO FILL A POSITION FOR AN ACCOUNTING CLERK IN THE UTILITIES DEPARTMENT.
7. REQUEST AUTHORIZATION TO HIRE DAVID PERRY AS A FULL TIME DRIVER IN THE SANITATION DEPARTMENT.
8. REQUEST APPROVAL OF 2016 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION FOR CORPORAL JOSH WILSON AND SGT. SHANE KELLY TO ATTEND NRA SELECT FIRE RIFLE INSTRUCTOR TRAINING IN FLORENCE, ALABAMA, DECEMBER 7-11, 2015, WITH ADVANCE TRAVEL IN THE TOTAL AMOUNT OF \$2,333.95.
2. REQUEST AUTHORIZATION FOR PEDRO YERA TO ATTEND A CRIME SCENE INVESTIGATION CLASS IN BILOXI, MS., DECEMBER 7-9, 2015 WITH ADVANCE TRAVEL IN THE AMOUNT OF \$728.00.
3. REQUEST AUTHORIZATION TO REMOVE THREE (3) TASER X 26 FROM CITY INVENTORY WHICH ARE BROKEN AND CAN NOT BE REPAIRED.
4. REQUEST AUTHORIZATION TO ALLOW ONE POLICE OFFICER TO BE ASSIGNED TO WORK WITH US MARSHAL TASK FORCE AT THE DISCRETION OF THE POLICE CHIEF.
5. REQUEST AUTHORIZATION TO PURCHASE A SUV ALL-WHEEL DRIVE VEHICLE. THE VEHICLE WILL BE PURCHASED WITH MONIES IN THE DARE FUND AND WILL BE PURCHASED AT THE STATE CONTRACT PRICE OF \$26,281.00.
6. REQUEST AUTHORIZATION TO SUBMIT AN APPLICATION WITH THE OFFICE OF HIGHWAY SAFETY IN RELATION TO A 100% REIMBURSABLE GRANT IN THE AREA OF FUNDING FOR OVERTIME ENFORCEMENT IN THE AMOUNT OF \$20,000, FUNDING FOR LEL LUNCHEONS DURING THE CLICK IT OR TICKET CAMPAIGN, AND EQUIPMENT IN THE AREA OF (1) RADAR FOR A MOTOR UNIT. THIS FUNDING IS IN THE AMOUNT OF \$23,673.60.

7. REQUEST PERMISSION TO SUBMIT AN APPLICATION WITH THE OFFICE OF HIGHWAY SAFETY IN RELATION TO A 100% REIMBURSABLE GRANT IN THE AREA OF FUNDING FOR 2 DUI OFFICER SALARIES, EQUIPMENT IN THE FORM OF (1) RADAR, LEL NETWORK FUNDS FOR LUNCHEONS, AND OVERTIME FOR ENFORCEMENT IN DUI OFFENSES FOR A TOTAL REQUESTED AMOUNT OF \$98,356.34.

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION FOR TRAVEL FOR EMMA GANDY, COURTNEY ROSS AND CAP RILEY TO ATTEND CLASS I RUBBISH LANDFILL CERTIFICATION TRAINING IN JACKSON, MS ON DECEMBER 2-3, 2015, WITH ADVANCE TRAVEL NOT TO EXCEED \$950.00.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR ELECTRIC DEPARTMENT MATERIAL FOR THE PERIOD JANUARY 1, 2016 THROUGH JUNE 30, 2016.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO A POLE ATTACHMENT LICENSE AGREEMENT WITH TELEPAK NETWORKS, INC.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR SEALED CONSTRUCTION BIDS TO REPLACE A FAILING GRAVITY SEWER SYSTEM IN SOUTH STARKVILLE (BANYAN ROAD FORCE MAIN PROJECT)

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 1, 2015 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

The City of Starkville is accessible to persons with disabilities. Please call the ADA Coordinator, Joyner Williams, at (662) 323-2525, ext. 3121 at least forty-eight (48) hours in advance for any services requested.



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

AGENDA ITEM DEPT.:
AGENDA DATE:
PAGE:

SUBJECT: Discussion and consideration of approving the reserved City Hall parking plan.

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:**
Mayor's Office

**DIRECTOR'S
AUTHORIZATION:**
Mayor Wiseman

FOR MORE INFORMATION CONTACT:

Mayor Wiseman

SUGGESTED MOTION: Move approval of the reserved City Hall parking plan.

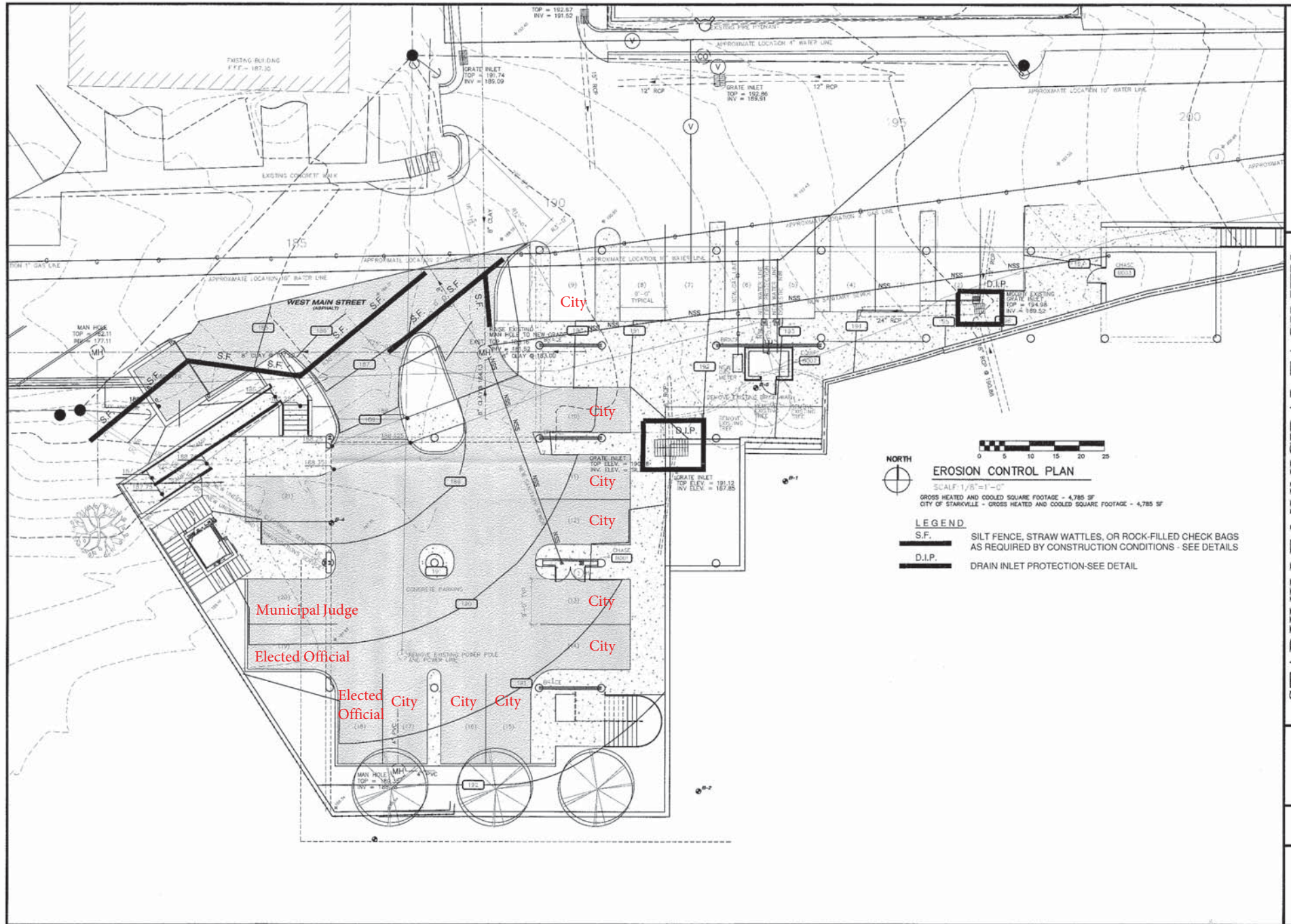
**Proposed Reserved Parking
Starkville City Hall
110 West Main Street
Starkville, MS 39759**

City Vehicles: Spaces 9 – 17: “Reserved parking for City vehicles after 4:00 PM. All others will be towed at owner’s expense.”

Elected Officials: Spaces 18 & 19: “Reserved parking for Elected Officials. All others will be towed at owner’s expense.”

Municipal Judge: Space 20: “Reserved parking for Municipal Judge. All others will be towed at owner’s expense.”

THIS PLAN IS THE PROPERTY OF THOMAS SHELTON JONES & ASSOCIATES, PLLC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THOMAS SHELTON JONES & ASSOCIATES, PLLC.



THOMAS SHELTON JONES & ASSOCIATES, PLLC
 101 Meigs Avenue
 Starkville, Mississippi 39362
 Phone: 662.325.7225
 Fax: 662.325.7226
 Email: tsj@tsjpllc.com

STARKVILLE MUNICIPAL FACILITY
 101 Meigs Avenue
 Starkville, Mississippi

DATE:
29 April 2013

SHEET:
EC1

CP: 1



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: November 17, 2015
PAGE: 1

SUBJECT: Change Order #5 (revised) – Starkville Parking Garage: CDBG Project #R-103-347-PF-01

AMOUNT & SOURCE OF FUNDING: \$8,000,000; Community Development Block Grant – Disaster Recovery

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: Initial Change Order #5 approved August 04, 2015

REQUESTING

DEPARTMENT: Mayor and Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle Planning & Development District

SUGGESTED MOTION: “MOVE APPROVAL OF CHANGE ORDER NUMBER FIVE (5) FOR PHASE II CONSTRUCTION CONTRACT FOR THE PARKING GARAGE AND RE-ALIGN CDBG BUDGET TO REFLECT CONSTRUCTION CHANGE ORDER (ADJUSTMENT OF BUDGETED LINE ITEMS).”

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
Mayor's Office
CITY HALL,
101 EAST LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

Parker Wiseman,
Mayor

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

November 17, 2015

Ms. Tina Hines
Disaster Recovery Division
Mississippi Development Authority
Post Office Box 849
Jackson, MS 39205

RE: City of Starkville Parking Garage
Project Number R-103-347-01-KED
Change Order #5 (Revised); Phase II Construction Contract

Dear Ms. Hines:

The City of Starkville respectfully requests the approval of the Mississippi Development Authority, Disaster Recovery Division to initiate a revised Change Order #5 of Phase II Construction Contract that will enable the City to address issues as identified in the attached Construction Change Order

The City supports this change order which is critical to this project and is within the budget. Should you have any questions or need additional information, please contact Phylis Benson of Golden Triangle Planning and Development District at (662) 320-2007.

Sincerely,

Parker Wiseman
Mayor

Enclosures

City of Starkville Parking Garage
Project Number R-103-347-01-KED
Change Order #5; Phase II Construction Contract

Change Request #16

At the request of the Architect, incorporate into the work adding convenience power provisions to site lighting poles as well as 3 sign circuits shown in E002.

Add \$11,184.00

Change Request #17

At the request of the Architect, incorporate changes to the design of the auto protection around vertical utility piping.

Add \$6,714.00

Change Request #20

At the request of the Architect, incorporate into the work three (3) bike racks.

Add \$9,381.00

Change Request #22

At the request of the Architect, omit from the work, installing the exterior building sign.

Credit \$2,101.00

Change Request #24

At the request of the Architect, incorporate into the work signage modifications.

Add \$4,197.81

Change Request #24

At the request of the Construction Manager and the Architect, due to on-going coordination issues with the rest of the development, add to the Contract Time a total of thirty-three (33) days.

TOTAL THIS CHANGE ORDER: \$29,375.81



THE CITY OF STARKVILLE

Mayor's Office

CITY HALL,

101 EAST LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

Parker Wiseman,
Mayor

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

November 17, 2015

Ms. Tina Hines
Disaster Recovery Division
Mississippi Development Authority
Post Office Box 849
Jackson, MS 39205

RE: City of Starkville
CDBG Project Number R-103-238-01-KED
Budget Modification #7

Dear Ms. Hines:

The City of Starkville respectfully requests approval of Budget Modification #7 which will move all remaining contingency funds to the construction line item in order to have sufficient funding for the completion of the Starkville Parking Garage Construction project.

Your favorable response to these requests will be greatly appreciated. Should you have any questions or need additional information, please contact this office or Phylis Benson of Golden Triangle Planning and Development District at (662) 320-2007.

Sincerely,

Parker Wiseman
Mayor

Enclosures

MISSISSIPPI DEVELOPMENT AUTHORITY**MODIFICATION SIGNATURE SHEET****501 North West Street • Post Office Box 849****Jackson, Mississippi 39205**

1. Recipient's Name, Address, and Telephone No.

City of Starkville

Honorable Parker Wiseman, Mayor

101 Lampkin Street

Starkville, MS 39759

Phone: (662) 323-4583

Fax: (662) 324-4015

Parking Structure for Cotton Mill Marketplace

2. Effective Date: 01-06-2015

2. Contract Number:

R-103-347-01-KED

Grant Number:

4. Modification Number :

7 (seven)

5. Grant Identifier: (Funding Source & Year):

CFDA #14.219 & 14.228

6. Beginning and Ending Dates:

10-26-2010 through 12-31-2015

7. Page 1 of 3

8. As a result of this modification, funds obligated are changed as follows:

	KCDBG	Other: Federal	Other: Local/ Private
From	\$8,000,000	\$0	\$40,000,000
TO	\$8,000,000	\$0	\$40,000,000
Increase of:	\$0	\$0	\$0
Decrease of:	\$0	\$0	\$0

9. The above recipient is hereby modified as follows:

Increase Construction line item by \$88,584.81; decrease Contingency line item by \$88,584.81.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

11. Approved for Agency:

Signature

Date

Name: Steven C. Hardin

Title: Director, Community Services Division

12. Approved for Recipient:

Signature

Date

Name: Honorable Parker Wiseman

Title: Mayor, City of Starkville

11-17-2015

MDA DRD

(Parking Structure for Cotton Mill Marketplace)

Recipient: City of Starkville, Mississippi

Contract Number: R-103-347-01-KED

NOTE: List KCDBG Funds where changes are made.

[illegible]

Comments: None



**CITY OF STARKVILLE COVERSHEET Mayor's Office
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 11/17/2015
PAGE: 1 of 1

SUBJECT: Consideration for review and approval of the Easement and Construction Agreement of project SP--0018-03(022) SR12 and Russell Street Improvement

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT: Mayor's office**

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

MORE INFORMATION CONTACT: Mayor Parker Wiseman

AUTHORIZATION HISTORY:

Suggested Motion: Consideration for review and approval of the Easement and Construction Agreement of project SP--0018-03(022) SR12 and Russell Street Improvement

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Lisa M. Hancock
Deputy Executive Director/
Administration



Melinda L. McGrath
Executive Director

Mike Tagert
Northern District Commissioner

Mark Holley
District 1 Engineer

James M. Turner
District 2 Engineer

P. O. Box 2060 / Tupelo, MS 38803-2060 / Telephone (662) 842-1122 / FAX (662) 844-5731 / GoMDOT.com

10/29/2015

Mr. Parker Wiseman
Mayor
City Hall
101 E. Lumpkin Street
Starkville, MS 39759

RE: Project No. SP-0018-03(022)
SR 12 and Russell Street Improvements

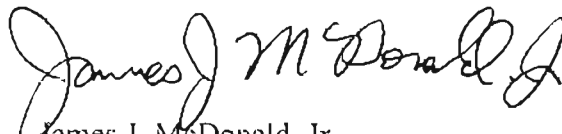
Dear Mayor Wiseman:

Enclosed herein are two (2) copies of an Easement and Construction Agreement along with one (1) set of plans, which depict the proposed work on the captioned project.

We request that you present the Easement and Construction Agreement and plans to your Board of Aldermen for their review. If they find them satisfactory, we request that you execute both copies of the Easement and Construction Agreement and return them to this office for execution by the Department of Transportation. After execution by the Department of Transportation, one (1) copy will be returned to your office for your file.

Please advise if there are any questions concerning the data submitted.

Sincerely,
MISSISSIPPI DEPARTMENT OF TRANSPORTATION



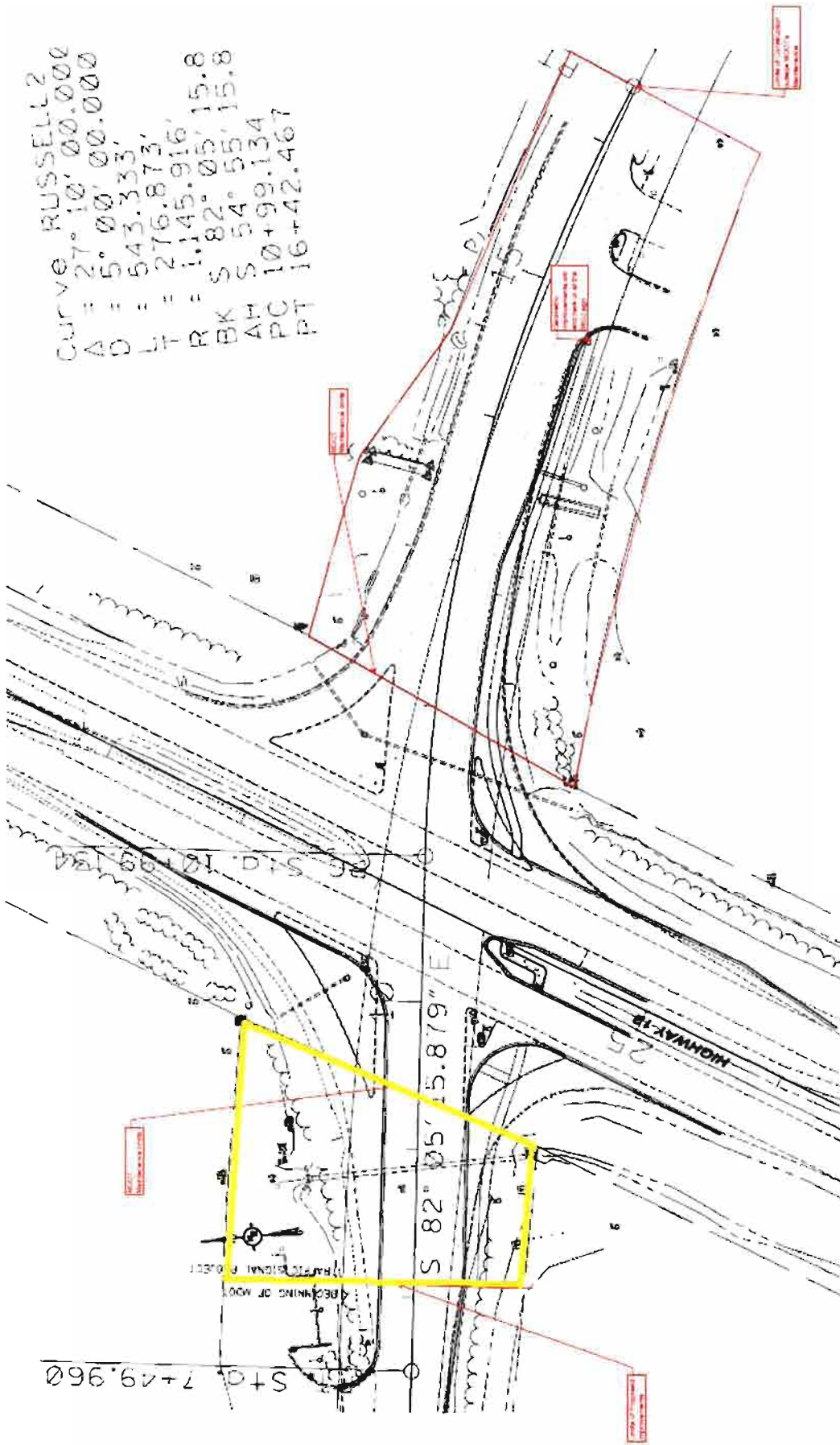
James J. McDonald, Jr.
District Construction Engineer

JM

Enclosures

Pc: File
District Engineer

Curve RUSSELL2
 $\Delta = 27^\circ 10' 00.000$
 $D = 5^\circ 00' 00.000$
 $L = 543.333'$
 $T = 276.873'$
 $R = 1,145.916'$
 $BK S 82^\circ 05' 15.8$
 $APC S 54^\circ 55' 15.8$
 $Pt 10+99.134$
 $Pt 16+42.467$



EASEMENT AND CONSTRUCTION AGREEMENT

This construction agreement made and entered into by and between the Mississippi Transportation Commission, (COMMISSION), by and through the duly authorized Executive Director of the Mississippi Department of Transportation, and the CITY OF STARKVILLE, effective as of the most recent date of execution .

WITNESSETH:

WHEREAS, the COMMISSION proposes to make improvements to the intersection of SR 12 and Russell St./Stone Blvd by removing some points of conflict of pedestrian traffic and motor vehicle traffic ; and adding signalized protection for pedestrians in areas that conflict remains; and replacing the existing pavement and traffic stripe in locations that changes are made to the existing pavement and traffic stripe ; and

WHEREAS, the COMMISSION has prepared plans and specifications for the said proposed construction, said plans being on file in the office of the COMMISSION in Jackson, Mississippi, reference to which is made for all purposes as if copied herein in words and figures; and

WHEREAS, the City of Starkville is the current owner of the property or the easements underlying Russell St., shown on said plans and specifications; and

WHEREAS, the COMMISSION has requested permission from the CITY to make certain adjustments, and/or grade changes to said street which now intersects with this state route; and

WHEREAS, the CITY has agreed to the request and both parties desire to evidence that agreement by written instrument;

NOW, THEREFORE, in consideration of the premises and agreements of the parties hereto hereinafter contained, to be kept and performed by the parties hereto respectively, it is hereby agreed as follows:

The COMMISSION will:

- (1) Perform by contract said intersection improvements at SR 12 and Russell St./Stone Blvd. intersection in accordance with the plans and specifications for Federal Aid Project No. STP-0018-03(022) 106954/301000.
- (2) Erect and maintain all speed limit signs and other necessary highway signs and markings.

(3) Maintain all right of way both MDOT and the CITY's, within the limits of construction, throughout the life of the project.

(4) Return to the CITY for maintenance the section of Russell St., outside the current limits of MDOT's maintenance (As shown on the attached sheet and highlighted in yellow).

(5) Maintain the traffic signals at said intersection, beginning May 9, 2016, which coincides with the Notice to Proceed for Project No. STP-0018-03(022) and will continue to do so throughout the life of the Project.

(6) Permit the Contractor for LPA Project No. STP-7108-00(001)LPA/ 106909-701000 to work within MDOT Right of Way to connect to the sidewalk, as shown on sheet number 37 of the plans for STP-0018-03(022), in the northwest quadrant of the intersection. This is called out on said sheet as "SIDEWALK BY OTHERS" and will permit a sidewalk to be constructed, which connects to University Boulevard. All work necessary to construct said sidewalk, shall be done according to the plans and specifications for LPA Project No. STP-7108-00(001)LPA/ 106909-701000.

The CITY will:

(1) Grant unto the COMMISSION, without cost to the Commission, an easement on, over and across the right of way for Russell St. or the construction limits as shown on the plans for Federal Aid Project No. STP-0018-03(022) 106954/301000 for the purpose of constructing and maintaining the aforesaid project.

(2) Upon completion of construction of the designated alterations and changes to Russell St., to assume responsibility of maintenance of said adjusted street and traffic signals upon notice from the COMMISSION.

Both parties hereto represent that they have authority to enter into this Contract and certified copies of the applicable Board or Commission Orders are attached hereto.

WITNESS this my signature in execution hereof, this the__ day of _____,20__.

CITY OF _____, MISSISSIPPI
BY AND THROUGH ITS DULY AUTHORIZED
BOARD OF ALDERMEN

ATTEST:

(Affix Seal)

WITNESS this my signature in execution hereof, this the __ day of _____, 20__.

THE MISSISSIPPI TRANSPORTATION COMMISSION
BY AND THROUGH THE EXECUTIVE DIRECTOR OF
THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MELINDA L. McGRATH, P.E.
EXECUTIVE DIRECTOR

Filed in the Minutes of the Mississippi Transportation Commission at Book _____, Page _____.



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 11/17/2015
PAGE: 1 of 60

SUBJECT: Discussion and Consideration of the approval of the Special Event Application for the annual Starkville Christmas Parade as submitted by Jennifer Prather of the Greater Starkville Development Partnership.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: In-Kind cost to the City:

Police:	\$ 4,300.00
Sanitation	\$ 455.00
Total cost	\$ 4,755.00

AUTHORIZATION HISTORY: This annual event has been approved in the past.

**REQUESTING
DEPARTMENT:** Mayor Wiseman

**DIRECTOR'S
AUTHORIZATION:** Mayor Wiseman

FOR MORE INFORMATION CONTACT: Jennifer Prather, Greater Starkville Development Partnership
(662) 323-3322

SUGGESTED MOTION:

Move approval of the Special Events Application for the annual Starkville Christmas Parade as submitted by Jennifer Prather of the Greater Starkville Development Partnership, granting authorization to close the necessary city streets, for the purposes of, the parade procession at a cost to the City of \$ 4,755.00, in in-kind services.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

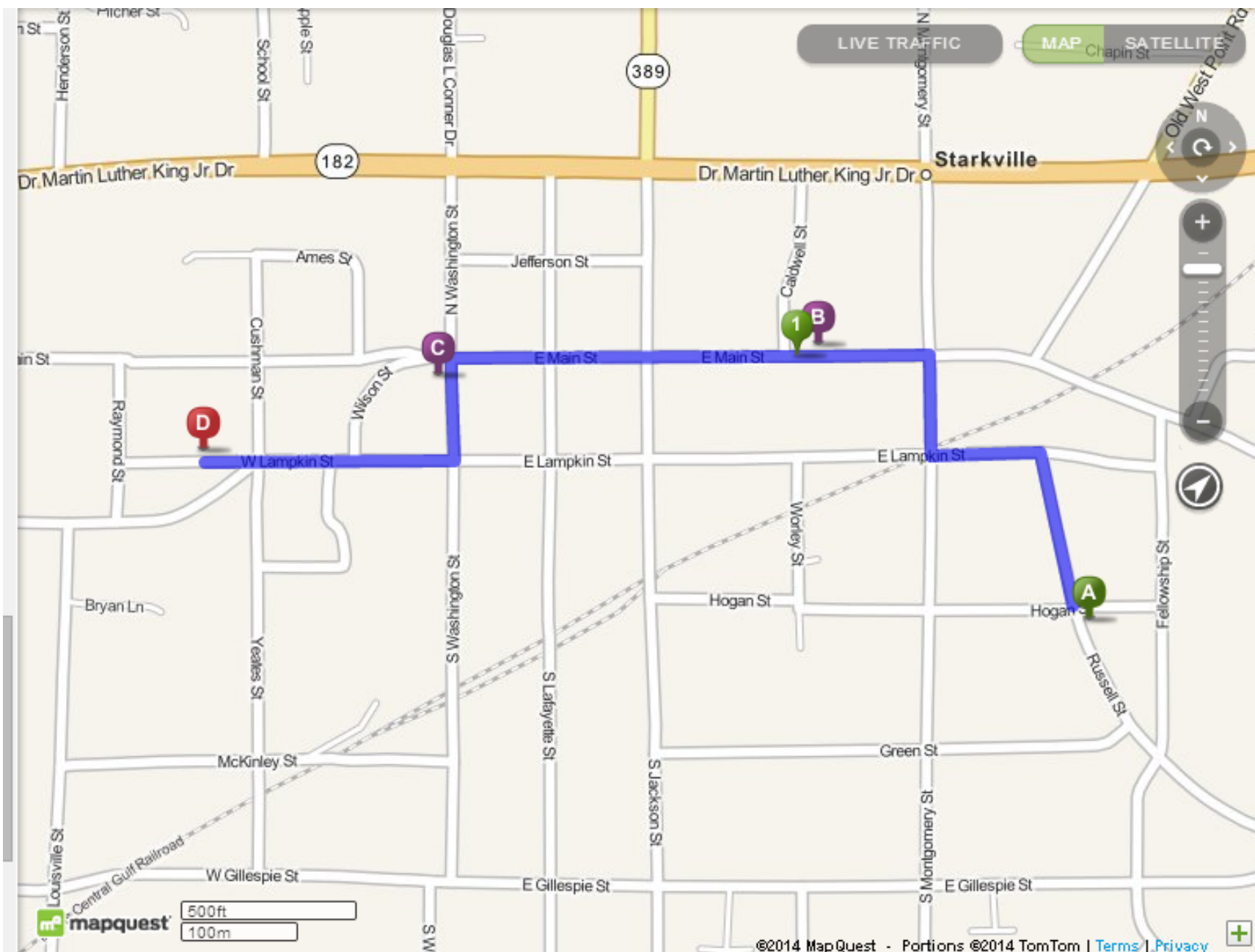
APPLICATION INFORMATION

Applicant Name <u>Jennifer Prather</u>		Organization Name <u>GSOP</u>	
Address <u>200 E. Main 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>visit.starkville.org</u>	
Telephone Number <u>662-3322</u>	Facsimile <u>662-5815</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>Starkville Christmas Parade</u>		Event Date(s) <u>November 30, 2015</u>		Time <u>6:00pm</u>	
Type of Event: (check all that apply)	☐ Carnival ☐ Concert/Performance ☐ Festival ☐ Professional Filming	☐ Fundraiser ☒ Parade ☐ Private Gathering ☐ Reception	☐ Run/Walk ☐ Sports/Recreational ☐ Other _____		
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>Multiple years</u>			
		What was past attendance? <u>500</u>			
Is this event open to the public? ☒ Yes ☐ No		Admission/Entry Fee <u>\$25 float</u>		Estimated Total Budget <u>\$2000</u>	
Proposed Area (check all that apply)		☐ Cotton District ☒ Main Street ☐ City Park ☒ Other <u>Russell, Lampkin, Montgomery, Washington</u>			
Setup: (first item to be loaded in on site)		Teardown: (last item removed)		Estimated Attendance	
Date: <u>11/30/15</u>	Date: <u>11/30/15</u>	Participants: <u>100</u>		Spectators: <u>500</u>	Est. # Hotel Rooms: _____
Time: <u>4:00</u>	Time: <u>7:30 pm</u>				
Known Current Sponsor(s) <u>Starkville Main Street</u>		Beneficiary(ies) <u>Starkville Main Street</u>			

* → line up actually begins at 4:30 pm



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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☐ Yes ☒ No	If Yes, provide the following: ☐ Recorded Music ☐ Live Music ☐ Other (please describe) _____
If Yes, provide the following: Sound System ☐ Yes ☒ No Lighting System ☐ Yes ☒ No Stage ☐ Yes ☒ No Dance Floor ☐ Yes ☒ No	

Will the event feature food/beverage service? ☐ Yes ☒ No	If Yes, provide Current Known Vendor Names/Telephone # _____
Open Flames or Cooking ☐ Yes ☒ No <i>* Please show location of cooking areas on site plan</i> <i>* Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>	Type of Fuel ☐ Gas (check all that apply) ☐ Electric ☐ Charcoal ☐ Other _____

Does the event propose closing, blocking or using public streets? ☒ Yes ☐ No <i>See attached</i> If yes, a road closure plan complete with barricades and signage shall be submitted.	Street: _____ Closing _____ Opening _____ Day/Time Day/Time ☐ Main Street/University ☐ 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 *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 _____
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)	☐ Misting Air
		☐ Air-conditioning	
		☐ Heater(s)	

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

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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 <u>Lighting</u> |

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

b. Russell Street closure for line up

l. closure for parade route

r. Light tower to be set up on Greensboro St.
by Starkville Fire Dept.

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

Name of Insurance Agency <u>GCM</u>		
Name of Insurance Agent <u>William Hilburn</u>		
Address <u>Po Box 1428</u>		
City <u>Starkville</u>	State <u>MS</u>	Zip <u>39759</u>
Phone	Fax	Policy# <u>See attached</u>

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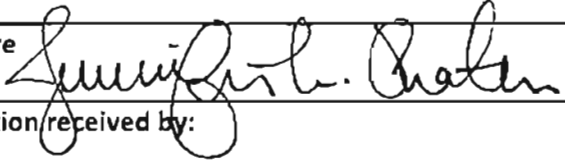
Fax: (662) 323-4143

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: 10/26/15
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:

Jennifer Rafter Starkville Main St. (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:

Sumi G. Hyatt
Special Events & Projects Coord.

ATTEST:

BY:

Brittney Young



City of Starkville - Building Department

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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 Jennifer Prather		Organization Name JSDP	
Address 200 E. Main St.	City Starkville	State MS	Zip 39759
E-Mail Address jprather@starkville.org		Web Site Address visit.starkville.org	
Telephone Number 323-3322	Facsimile 323-5015	Mobile Number 418-0533	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other Partnership			

EVENT INFORMATION

Event Name Christmas Parade	Event Date(s) 11/30/15	Event Time 6:00 pm
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: police (street closure) SPD (light tower) Funding request in dollars:		Other sources of event funding: Starkville Main Street

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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

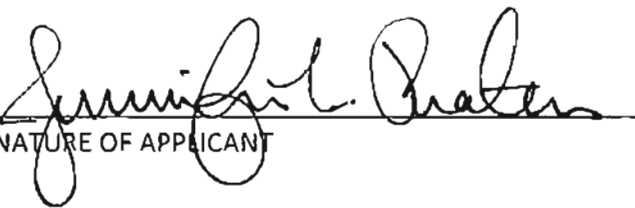
Direct Mail ☒ Yes ☐ No

Billboards ☒ Yes ☐ No

Other ☒ Yes ☐ No

Explain: online media

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aid from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.


SIGNATURE OF APPLICANT

10/26/15
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.

GLOBAL INDEMNITY GROUP, INC.

PRIVACY NOTICE

We at Global Indemnity Group, Inc., which includes Diamond State Insurance Company, Penn-America Insurance Company, Penn-Patriot Insurance Company, Penn-Star Insurance Company, United National Insurance Company, United National Casualty Insurance Company, United National Specialty Insurance Company, and our affiliated companies and subsidiaries, are required to protect our customers' nonpublic personal financial information.

We collect your nonpublic personal financial information from the following sources:

- Information obtained from you, including information from your application, such as name, address, telephone number, social security number, assets and income.
- Information about transactions and experiences, such as your premium payment and claims history.
- Information from a consumer reporting agency, such as your credit history.

WE DO NOT DISCLOSE YOUR NONPUBLIC PERSONAL FINANCIAL INFORMATION, EXCEPT AS PERMITTED OR REQUIRED BY LAW. WE RESERVE THE RIGHT, HOWEVER, TO CHANGE THIS POLICY AT ANY TIME. SHOULD THIS POLICY CHANGE, WE WILL GIVE AFFECTED CUSTOMERS AN OPPORTUNITY TO DIRECT THAT THEIR NONPUBLIC PERSONAL FINANCIAL INFORMATION NOT BE DISCLOSED.

We maintain electronic, physical and procedural safeguards that comply with Federal regulations to protect your nonpublic personal financial information. We limit access to your nonpublic personal financial information to those employees who need to know that information to perform their job responsibilities.

We disclose nonpublic personal financial information of former customers to affiliated and nonaffiliated third parties as permitted by law.



GLOBAL INDEMNITY
GROUP, INC.

Penn-America Insurance Company®

Penn-Star Insurance Company®

Penn-Patriot Insurance Company®

United National Insurance Company®

Diamond State Insurance Company®

United National Specialty Insurance Company®

United National Casualty Insurance Company®

CLAIMS REPORTING PROCEDURES

The Member Companies of Global Indemnity Group, Inc. strive to provide quality claims service. In the event of a claim or potential claim, please submit information about the claim immediately to us. Claims can be submitted via company web site, e-mail, facsimile, phone or mail.

Information for submitting:

- Web address <http://www.penn-america.com> Click on Claims.
- Email address Claims@global-indemnity.com
- Fax number 610-660-8885
- Phone numbers 800-788-4780 or 610-660-8877
- Mailing address: Global Indemnity Group, Inc. / Claims
P.O. Box 532
Willow Grove, PA 19090

For Emergency Services after normal business hours (7:30am-5:00pm EST), please call 866-765-0474.



COMMERCIAL LINES COMMON POLICY DECLARATIONS

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BY AN "X":

☐ PENN-AMERICA INSURANCE COMPANY

☒ PENN-STAR INSURANCE COMPANY

☐ UNITED NATIONAL SPECIALTY INSURANCE COMPANY

Stock
Company

PAV0037088

Renewal of Number

Rewrite of Number

Bala Cynwyd, Pennsylvania 19004

State Control Number
10244538

POLICY NUMBER: PAV0070353

1. NAMED INSURED: GREATER STARKVILLE DEVELOPMENT

DBA:

MAILING ADDRESS: 200 E. MAIN ST.

STARKVILLE, MS 39759

Prod Agent: WILLIAM HILBUN

Address: PO BOX 1428

STARKVILLE, MS 39760

Prod Agcy: GALLOWAY CHANDLER MCKINNEY-STARK

Address: PO BOX 1428

STARKVILLE, MS 39760

2. POLICY PERIOD: From September 7, 2015 To September 7, 2016 at 12:01 A.M.
Standard Time at your mailing address shown above.

3. FORM OF BUSINESS: Other

OTHER DESC:

4. BUSINESS DESCRIPTION: SPECIAL EVENTS

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.
THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

PREMIUM

Commercial General Liability Coverage Part	\$	2,275.00
Commercial Property Coverage Part	\$	NOT COVERED
Commercial Crime Coverage Part	\$	NOT COVERED
Commercial Inland Marine Coverage Part	\$	NOT COVERED
Professional Liability Coverage Part	\$	NOT COVERED
Liquor Liability Coverage Part	\$	NOT COVERED
Commercial Umbrella Coverage Part	\$	NOT COVERED
Owners Contractors Protective Coverage Part	\$	NOT COVERED
TRIA	\$	NOT COVERED
6. TOTAL PREMIUM PAYABLE AT INCEPTION	\$	2,275.00
Policy Fee	\$	100.00
Surplus Lines Tax	\$	95.00
Stamping Fee	\$	5.94
MS Windstorm	\$	71.25
	\$	
	\$	
Other:	\$	
TOTAL	\$	2,547.19

NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a non-admitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

7. FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:*

AS PER FORM S1007 (12/2000) SCHEDULE OF FORMS AND ENDORSEMENTS ATTACHED

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Agency Code: 02499
Beasley General Agency, Inc.
409 Orchard Park
Ridgeland, MS 39157
RG 09/17/2015

By

Authorized Representative

COMMERCIAL LINES COMMON POLICY DECLARATIONS SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:

PAV0070353

NAMED INSURED:

Greater Starkville Development

Form / Endorsement No. / Edition Date

COMMON POLICY

S1100	[11-14]	PENN-AMERICA COMMON POLICY DECLARATIONS
IL0017	[11-98]	COMMON POLICY CONDITIONS
IL0021	[09-08]	NUCLEAR ENERGY LIABILITY EXCLUSION
		ENDORSEMENT
EAA203	[02-15]	MS SERVICE OF SUIT
EAA100	[01-12]	IN WITNESS CLAUSE
EAA146	[12-09]	TERRORISM EXCLUSION
S1003	[08-91]	MINIMUM EARNED PREMIUM
S2002	[08-02]	COMBINED PROVISIONS ENDORSEMENT
S2005	[06-05]	ASSAULT OR BATTERY GENERAL LIABILITY
		EXCLUSION
S2014	[06-03]	COMPETITION / PARTICIPATION
S2092	[07-11]	MOLESTATION OR ABUSE EXCLUSION
IL0003	[09-08]	CALCULATION OF PREMIUM
IL0985	[01-15]	DISCLOSURE PURSUANT TO TERRORISM RISK
		INSURANCE ACT

COMMERCIAL GENERAL LIABILITY

S2000	[06-01]	GL COVERAGE PART DECLARATIONS
S2001	[10-13]	SUPPLEMENTAL GL DEC 1
CG0001	[04-13]	CGL COVERAGE FORM
CG2010	[04-13]	AI - OLC - SCHEDULED PERSON OR ORGANIZATION
CG2101	[11-85]	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
CG2106	[05-14]	EXCLUSION - ACCESS OR DISCLOSURE OF
		CONFIDENTIAL OR PERSONAL INFORMATION AND
		DATA-RELATED LIABILITY - WITH LIMITED BODILY
		INJURY EXCEPTION
CG2147	[12-07]	EMPLOYMENT RELATED PRACTICES EXCL
S2125	[01-07]	EXCLUSION - FIREARMS AND OTHER WEAPONS
CG2155	[09-99]	TOTAL POLLUTION EXCLUSION WITH A HOSTILE
		FIRE EXCEPTION
CG0300	[01-96]	DEDUCTIBLE LIABILITY INSURANCE
CG2167	[12-04]	FUNGI OR BACTERIA EXCLUSION
CG2196	[03-05]	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2404	[05-09]	WAIVER OF TRANSFER OF RIGHTS
CG2426	[04-13]	AMENDMENT OF INSURED CONTRACT DEFINITION

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE - MISSISSIPPI

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

In the event of our failure to pay any amount claimed to be due hereunder, at the request of the insured, we will submit to the jurisdiction of any court of competent jurisdiction in the State of Mississippi and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder will be determined in accordance with the law and practice of such Court. We designate the Commissioner of Insurance of the State of Mississippi as our true and lawful attorney upon whom service may be made of any lawful process, any action, suit or proceeding instituted against us under this policy. We request the Commissioner of Insurance to mail such process or a true copy thereof to:

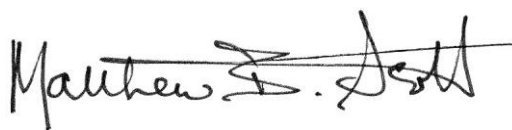
Stephen Ries, Esquire
Penn-Star Insurance Company
Three Bala Plaza East
Suite 300
Bala Cynwyd, PA 19004

In Witness Clause

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



Secretary



Executive Vice President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

ALL PARTS OF THE POLICY

Notwithstanding any other provision of this policy to the contrary, this insurance does not apply to any loss, cost, expense, damage, injury or economic detriment, whether arising by contract, operation of law or otherwise whether or not concurrent or in any sequence with any other cause or event, that in any way, form or manner, directly or indirectly, arises out of, results from or is caused by "terrorism", and also including any action taken in hindering or defending against "terrorism".

"Terrorism" means any act of force or violence or other illegal means, whether actual, alleged or threatened, by any person, persons, group, private or governmental entity or entities, or any other type of organization of any nature whatsoever, whether the identity of which is known or unknown, that appears to be for political, religious, racial, ethnic, ideological, ecological or social purposes, objectives or motives and that causes or appears to be intended to cause:

1. alarm, fright, fear of danger, concern or apprehension for public safety;
2. the interference or disruption of an electronic, communication, information or mechanical system;
3. the intimidation or coercion of the civilian population, or any governmental body;
or
4. the alteration of the policies, foreign or domestic of any governmental body,

This exclusion does not affect the applicability of, and is in addition to, any exclusion of war, warlike or military action, whether or not specifically denominated as such.



COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Stock
Company

POLICY NUMBER: PAV0070353

1. **NAMED INSURED:** GREATER STARKVILLE DEVELOPMENT
2. **LIMITS OF INSURANCE - INSURANCE APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.**

General Aggregate Limit (Other than Products/Completed Operations)	\$ <u>2,000,000</u>
Products/Completed Operations Aggregate Limit	\$ <u>Included</u>
Each Occurrence Limit	\$ <u>1,000,000</u>
Personal & Advertising Injury Limit	\$ <u>1,000,000</u>
Damage to Premises Rented to You Limit	\$ <u>100,000</u> any one premises
Medical Expense Limit	\$ <u>5,000</u> any one person

3. **LOCATIONS** of all premises you Own, Rent, or Occupy

No.	Address	City	State	Zip
No. 1	1 200 E. MAIN ST	Starkville	MS	39759

<u>PREMIUM BASIS</u>					<u>RATES</u>		<u>ADVANCE PREMIUM</u>	
4.	<u>CLASS **</u>	<u>Code / Exposure</u>		<u>Prod/CO</u>	<u>All Other</u>	<u>Prod/CO</u>	<u>All Other</u>	
** If Classifications are Numbered, the coverage applies to the corresponding Location No.								
No. 1	Bldg 1 43424	e)	1	incl	188.000	Included min prem	188.00 min prem	
Exhibitions - outside - no stadiums or grandstands								
No. 1	Bldg 1 63217	e)	1	incl	188.000	Included	188.00	
Exhibitions - in buildings - Other than Not-For-Profit								
No. 1	Bldg 1 46590	e)	1	incl	413.000	Included	413.00	
Parades								
No. 1	Bldg 1 63217	e)	1	incl	312.000	Included	312.00	
Exhibitions - in buildings - Other than Not-For-Profit								
No. 1	Bldg 1 43424	e)	1	incl	312.000	Included	312.00	
Exhibitions - outside - no stadiums or grandstands								

** If Classifications are Numbered, the coverage applies to the corresponding Location No.

TOTAL: \$ 2,275.00

(s) gross sales - per \$1000

(c) total cost - per \$1000

(m) admissions - per 1000

(e) each

(p) payroll - per \$1000

(a) area - per 1000 sq. ft.

(u) units

(o) other

5. **Policy may be AUDITABLE**

(t) see classification notes in company or ISO Commercial Lines Manual

6. **SPECIFIC GENERAL LIABILITY FORMS/ENDORSEMENTS**
As per S1007 [12-00]

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.



COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: PAV0070353

NAMED INSURED: Greater Starkville Development

NO. LOCATIONS of all premises you Own, Rent, or Occupy

<u>NO.</u>	<u>CLASS</u>		<u>PREMIUM BASIS.</u> <u>Code / Exposure</u>		<u>RATES</u>		<u>ADVANCE PREMIUM</u>	
					<u>Prod/ CO</u>	<u>All Other</u>	<u>Prod/ CO</u>	<u>All Other</u>
1	Bldg 1	43424	e)	1	Incl	312.000	Included	312.00
	Exhibitions - outside - no stadiums or grandstands							
1	Bldg 1	58160	e)	1	Incl	250.000	Included	250.00
	Restaurants, Taverns, Hotels, Motels, including package sales (Liquor Liability)							
1	Bldg 1		e)	1	Incl	50.000	Included	50.00
	Additional Insured							
1	Bldg 1		e)	1	Incl	250.000	Included	250.00
	Waiver of Subrogation							

Total Premium This Page \$ See Form S2000
Accumulative Total \$ for Total Premium

(s) gross sales - per \$1000

(c) total cost - per \$1000

(m) admissions - per 1000

(e) each

(p) payroll - per \$1000

(a) area - per 1000 sq. ft.

(u) units

Policy may be AUDITABLE

SPECIFIC GENERAL LIABILITY FORMS/ ENDORSEMENTS

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.

S2001 (10/ 2013)

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1)** "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a)** At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii)** "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b)** At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c)** Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i)** Any insured; or
 - (ii)** Any person or organization for whom you may be legally responsible; or
 - (d)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i)** "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii)** "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii)** "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e)** At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g.** All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2.** If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

 - a.** The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b.** This insurance applies to such liability assumed by the insured;
 - c.** The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d.** The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e.** The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f.** The indemnitee:

 - (1)** Agrees in writing to:

 - (a)** Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b)** Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c)** Notify any other insurer whose coverage is available to the indemnitee; and
 - (d)** Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2)** Provides us with written authorization to:

 - (a)** Obtain records and other information related to the "suit"; and
 - (b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1.** If you are designated in the Declarations as:

 - a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
 - d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.
- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication; provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.



MINIMUM EARNED PREMIUM CANCELLATIONS AND AUDITS

It is hereby understood and agreed that in the event of cancellation of coverage by the insured. the minimum earned premium under this policy shall be 25% of the policy premium.

It is further understood the minimum earned premium of this policy shall be 100% of the policy premium if the policy is in effect for the full term and the audit shows a lower exposure than estimated.



COMBINED PROVISIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

**Commercial General Liability Coverage Part . Commercial Professional Liability Coverage Part
Liquor Liability Coverage Form**

In consideration of the premium charged it is agreed that the following special provisions apply to this policy.

PUNITIVE DAMAGES EXCLUSION

It is part of the conditions of this policy that the Company shall not be liable for any damages awarded against an insured as punitive or exemplary damages.

ASBESTOS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this policy will not provide coverage, meaning indemnification or defense costs arising out of:

- (A) Asbestos or any asbestos related bodily injury or property damage; or
- (B) Any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination, transportation, disposal or avoidance; or
- (C) The use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.

EARTH MOVEMENT EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy specifically excludes and does not extend to or provide coverage or indemnity for any claim of liability for bodily injury or property damage caused by, resulting from, attributable or contributed to, or aggravated by the subsidence or movement of land as a result of earthquake, landslide, mudflow, earth sinking or shifting, resulting from, aggravated by or contributed to by operations of the named insured or any subcontractor of the named insured.



ASSAULT OR BATTERY GENERAL LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA**

In consideration of the premium charge, it is understood and agreed that this insurance does not apply to liability for damages because of "bodily injury", "property damage", "personal and advertising injury", medical expense arising out of an "assault", "battery", or "physical altercation" that occurs in, on, near or away from an insured's premises:

- 1) Whether or not caused by, at the instigation of, or with the direct or indirect involvement of an insured, an insured's employees, patrons or other persons in, on, near or away from an insured's premises, or
- 2) Whether or not caused by or arising out of an insured's failure to properly supervise or keep an insured's premises in a safe condition, or
- 3) Whether or not caused by or arising out of any insured's act or omission in connection with the prevention, suppression, failure to warn of the "assault", "battery" or "physical altercation", including but not limited to, negligent hiring, training and/or supervision.
- 4) Whether or not caused by or arising out of negligent, reckless, or wanton conduct by an insured, an insured's employees, patrons or other persons.

DEFINITIONS:

For purposes of this endorsement:

"Assault" means any attempt or threat to inflict injury to another including any conduct that would reasonably place another in apprehension of such injury.

"Battery" means the intentional or reckless physical contact with or any use of force against a person without his or her consent that entails some injury or offensive touching whether or not the actual injury inflicted is intended or expected. The use of force includes but is not limited to the use of a weapon.

"Physical altercation" means a dispute between individuals in which one or more persons sustain bodily injury arising out of the dispute.

All other terms, conditions and definitions of the Policy otherwise apply.



COMPETITION/PARTICIPATION EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part
Commercial Professional Liability Coverage Part
Commercial Liability Umbrella Coverage Part

In consideration of the premium charged, it is hereby understood and agreed that this policy does not provide coverage, meaning indemnification or defense costs, arising out of:

"Bodily Injury" to any person(s) while participating in any contest or exhibition of an athletic nature or sports nature, or games requiring physical strength or agility.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MOLESTATION OR ABUSE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY
COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY
PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

This insurance does not apply to any claim or any suit brought against any insured; or any damages alleged or claimed because of “bodily injury”, “property damage”, “personal and advertising injury”, or “professional services” arising out of, or resulting from:

1. The threatened or actual molestation or abuse of any person by:
 - a. any Insured;
 - b. any “executive officer”, director or trustee or any Insured
 - c. any “employee” of any Insured, or
 - d. any “volunteer worker” for any Insured, or
 - e. any other person for whom any insured may be legally liable

Molestation or abuse includes, but is not limited to, harmful physical contact of an abusive nature, sexual action, or emotional injury resulting from harmful physical contact or sexual action. Sexual action includes, but is not limited to, interaction with a person which is objectively considered sexually oriented or motivated including physical touching; nudity; exposure to written, audio, video, or electronic material with sexual content; exposure to sexual language or behavior; requests for sexual activity; any behavior with sexual connotation or purpose whether performed for sexual gratification, discrimination, intimidation, coercion or other reason.

2. The negligent employment; investigation; supervision; reporting to the proper authorities, or failure to so report; or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph 1. above.

The Company shall have no duty to defend any suit against any Insured seeking damages which would be excluded under paragraphs 1. and 2. above.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF STARKVILLE PO BOX 907 STARKVILLE, MS 39760	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

- p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FIREARMS AND OTHER WEAPONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to “bodily injury” or “property damage” arising out of firearms or other weapons.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Coverage	SCHEDULE	Amount and Basis of Deductible	
		PER CLAIM	or PER OCCURRENCE
Bodily Injury Liability		\$	\$ 250
OR			
Property Damage Liability		\$	\$ 250
OR			
Bodily Injury Liability and/or Property Damage Liability Combined		\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

- A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
- 1. PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1)** "Bodily injury";
 - (2)** "Property damage"; or
 - (3)** "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
- b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
- c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

- 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2. Your duties in the event of an "occurrence", claim, or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
CITY OF STARKVILLE

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) \$ 100.00 This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies): PAV0070353 Additional information, if any, concerning the terrorism premium:
SCHEDULE – PART II Federal share of terrorism losses <u>85</u> % Year: 20 <u>15</u> (Refer to Paragraph B. in this endorsement.) Federal share of terrorism losses <u>84</u> % Year: 20 <u>16</u> (Refer to Paragraph B. in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Special Events Check List

Event: Christmas Parade

Date: 11/30/15

Event Time: 6:00pm to _____

Setup/Takedown Time: 4:00pm to 7:30pm

Services Needed:

Yes

No

☒☐

Police Department

Cost: \$4300.00

☒☐

Sanitations

Cost: _____

☐☐

Fire Department

Cost: _____

☐☐

Electric Department

Cost: _____

☐☐

Parks and Rec

Cost: _____

Tammy Carlisle

Subject: Special Events Meeting- Christmas Parade

From: Emma Gandy [mailto:emma@cityofstarkville.org]
Sent: Tuesday, November 10, 2015 3:41 PM
To: 'Tammy Carlisle' <t.carlisle@cityofstarkville.org>
Cc: D.havelin@cityofstarkville.org
Subject: RE: Special Events Meeting- Christmas Parade

Christmas Parade Cost Estimate - \$455

From: Tammy Carlisle [mailto:t.carlisle@cityofstarkville.org]
Sent: Tuesday, November 10, 2015 10:59 AM
To: 'Daniel Havelin'; 'Andy Fultz'; 'Buddy Sanders'; 'Emma Gibson-Gandy'; 'Jason Horner '; 'Mark McCurdy '; 'Stein McMullen'
Cc: 'Jennifer Prather'
Subject: RE: Special Events Meeting- Christmas Parade
Importance: High

Good morning,

With the exception of the Police Department, if you have not already given your cost estimate to Daniel for the upcoming Christmas Parade, please kindly do so, as that event application is going to be on the Board Agenda for November 17, 2015.

The agenda submission deadline is tomorrow by 5:00 p.m.

Thank you,

Best Regards
Tammy Carlisle,
Senior Executive Asst.
Board of Aldermen and
Community Development
110 West Main Street
Starkville, MS 39759
(662) 323-4583 ext. 3129

From: Daniel Havelin [<mailto:d.havelin@cityofstarkville.org>]

Sent: Tuesday, October 27, 2015 9:51 AM

To: Andy Fultz <afultz@cityofstarkville.org>; Buddy Sanders <b.sanders@cityofstarkville.org>; Emma Gibson-Gandy <emma@cityofstarkville.org>; Jason Horner <jasonh@starkvilleelectric.com>; Mark McCurdy <mmccurdy@cityofstarkville.org>; Stein McMullen <smcmullen@cityofstarkville.org>; Tammy Carlisle <t.carlisle@cityofstarkville.org>

Cc: Jennifer Prather <jprather@starkville.org>

Subject: Special Events Meeting- Christmas Parade

Special Events Committee and Applicant,

We will be having a Special Events meeting for the Christmas Parade immediately following DRC at 9:45 on Thursday October 29th. See the attached application and information.

Daniel Havelin, PLA | City Planner

City of Starkville

101 East Lampkin Street | Starkville | MS 39759-2944

Ph: 662.323.2525 ext: 136

www.cityofstarkville.org



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

www.avast.com



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www.avast.com

No virus found in this message.

Checked by AVG - www.avg.com

Version: 2014.0.4842 / Virus Database: 4447/10975 - Release Date: 11/10/15



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 11/17/2015
PAGE: 1 of 4

SUBJECT: Discussion and Consideration of the appointment of two members to the Historic Preservation Commission for a three-year term with that term set to expire on July 1, 2018.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: Commissioners Cindy Sullivan, Michael Fazio and Maxine Hamilton's terms expired on July 1, 2015.

Ms. Cindy Sullivan and Mr. Michael Fazio have submitted letters requesting reappointment to the Historic Preservation Commission. Please see attached supporting documentation.

There is one remaining vacancy on the Historic Preservation Commission due to the expired term of Ms. Maxine Hamilton. No letters of interest have been received from anyone seeking appointment to this vacant position.

**REQUESTING
DEPARTMENT:** Mayor Wiseman

**DIRECTOR'S
AUTHORIZATION:** Mayor Wiseman

FOR MORE INFORMATION CONTACT: Buddy Sanders, Director Community Development
Tammy Carlisle, Board of Aldermen / Community Development

SUGGESTED MOTION:

Move approval of the reappointment of Cindy Sullivan, and Michael Fazio to the Historic Preservation Commission with terms set to expire on July 1, 2018.

300 Legals

Thompson Lane Suite# 108
Nashville, TN 37204

CONTENTS of storage unit#A053
and unit#A034 occupied by Geor-
gia Pritchard whose last known
address was 143 Cedar Lane
Starkville, MS 39759

Sale to be held at 11 30 A.M. on
11/13/2015 at
Your Extra Closet - Campus
1003 Old HWY 82 East
Starkville, MS 39759

Published:
October 29, 2015
October 30, 2015

**PUBLIC NOTICE
THE CITY OF STARKVILLE,
MISSISSIPPI
SEEKING POTENTIAL CANDI-
DATES FOR
APPOINTMENT TO THE VARI-
OUS BOARDS
AND COMMISSION**

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

Historic Preservation Commission
(3-year term)

Letters of interest will be accep-
ted until 12:00 noon,
On November 11, 2015. Send all
submissions to:

City of Starkville
Attn: Community Development
Department
110 West Main 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:
November 05, 2015

300 Legals

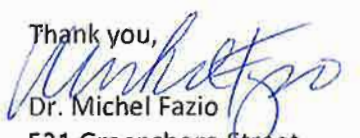
300 Legals

November 11, 2015

To Whom It May Concern,

I am requesting to be reappointed to the Historic Preservation Commission for another term. I have enjoyed my service to this commission and to the City of Starkville.

Thank you,


Dr. Michel Fazio

521 Greensboro Street
Starkville, MS 39759





November 10, 2015

To Whom It May Concern,

I am requesting to be reappointed to the Historic Preservation Commission for another term. I have enjoyed my service to this commission and to the City of Starkville.

Thank you,

Cyndi Gore Sullivan
208 South Washington Street



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

AGENDA ITEM DEPT.:
AGENDA DATE: November 17, 2015
PAGE: 1

SUBJECT: Request authorization to advertise for janitorial services for the City Hall and Police Department Buildings.

AMOUNT & SOURCE OF FUNDING

Funding will be from the Building Maintenance accounts for each building.

It is requested that the advertisement for source of janitorial services be for various options.

For example:

Two people daily for 2 hours each for five days (20 hours total) and two people three days a week for 3 hours each (18 hours total) per building.

**REQUESTING
DEPARTMENT:** Admin and Finance

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, City Clerk / CFO

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

SUGGESTED MOTION:

Authorization to advertise for Janitorial Services for the City Hall and Police Department buildings.



**CITY OF STARKVILLE COVERSHEET-Mayor Office
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM DEPT.:
AGENDA DATE: 11/17/2015
PAGE:**

SUBJECT: Approval of the striping and signage plan for West Main Street and Griffin Parking Lot.

AMOUNT & SOURCE OF FUNDING

001-600-912-808-Street Improvement and Striping Fund

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Alderman Vaughn and Mayor Wiseman

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Alderman Vaughn, Mayor Wiseman, and Edward Kemp

The attached plan is a proposal for the striping and signage plan for West Main Street adjacent to City Hall. This will add approximately 21 parking spaces and assist in the safety and visibility for the traveling public. It is also proposed to add some black concrete staining as well as a guardrail/handrail at the "pinch point" near the NW corner of the building. The staining and handrail are not expected to exceed \$3000.

Also attached is the proposed parking lot striping plan for Griffin Church. The Mayor has met with Griffin church and they are agreeable to the proposed plan. The cost of this striping will be approximately \$1500.

SUGGESTED MOTION: Approved the striping and signage plan for West Main Street at a cost not to exceed \$5000 and approval of Griffin parking lot including the concrete staining, guardrail at a cost not to exceed \$5000.

Calco Contracting, LLC.

****Quotation****

**City of Starkville
Griffen UMC Parking Lot
Starkville, Mississippi
November 3, 2015**

Calco Contracting, LLC. Proposes to furnish the labor, materials, and equipment necessary to complete the following items of work on the above referenced project:

New Asphalt Parking Lot

1. Layout and install Sherwin Williams Hotline Traffic Paint per plans and specs.

Lump Sum Price per plans and specs = \$1,582.00

Conditions

1. Price does not include tax or bond.

Thank you for the opportunity to quote this work.

Sincerely,

Tony W. Gray, Jr.
Calco Contracting, LLC.

Accepted: _____
Date: _____



MARKED PARKING SPACES	
EXISTING:	29
PROPOSED:	50

DATE: 29 SEPT 2015
 DESIGNED BY: ECK
 DRAWN BY: CAD
 CHECKED BY: ECK
 D.C. BY: ECK
 SCALE: 1" = 40'
 PROJECT # 15120

SHEET NUMBER
C1.0

**GRIFFIN CHURCH
 PARKING LOT**
 STARKVILLE, MS
 PROPOSED IMPROVEMENTS



STARKVILLE
 MISSISSIPPI'S GRIFFIN TREE
 THE CITY OF STARKVILLE ENGINEERING DEPT
 101 E. LAMAR BLVD. STARKVILLE, MS 38750
 P: 662-323-2300 F: 662-323-4143



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 11/17/2015
PAGE: 1 of 1

SUBJECT: First Amendment to Access and Maintenance Easement Agreement with Mississippi State University of Agriculture and Applied Sciences and the City of Starkville, Mississippi

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:**

Mayor Wiseman

FOR MORE INFORMATION CONTACT: Mayor Wiseman

SUGGESTED MOTION:



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

**AGENDA ITEM DEPT.:
AGENDA DATE:
PAGE:**

SUBJECT: Discussion and consideration of naming Alderman Walker and Mayor Wiseman to the corridor study stakeholder committee and request for approval of Hall Planning and Engineering, Inc. for planning and engineering services for the Starkville Multiway Boulevard Corridor Study and authorization for the mayor to execute the contract and related paperwork in accordance with the MDOT LPA Manual and the MDOT small purchases contract procedure.

AMOUNT & SOURCE OF FUNDING \$750,000 appropriation from the Mississippi Legislature

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Project was activated July 7, 2015.

**REQUESTING
DEPARTMENT:**

Mayor's Office

**DIRECTOR'S
AUTHORIZATION:**

Mayor Wiseman

FOR MORE INFORMATION CONTACT: Mayor Wiseman

SUGGESTED MOTION: Move approval of naming Alderman Walker and Mayor Wiseman to the corridor study stakeholder committee and approval of Hall Planning and Engineering, Inc. for planning and engineering services for the Starkville Multiway Boulevard Corridor Study and authorization for the mayor to execute the contract and related paperwork in accordance with the MDOT LPA Manual and the MDOT small purchases contract procedure.



CLIENT SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("Agreement") is between PrimePay, LLC ("Company") and the employer listed below ("Client"). This Agreement governs the administrative services the Client has chosen to engage with PrimePay, LLC. By selecting the service(s) below and signing this Agreement, I am stating that I have read and understand the nature of the services selected below and the fees for them, that I have read and understand the full Agreement and agree to all of its terms and conditions, and that I have the authority to sign this Agreement on behalf of Client and its sponsored group health plan(s) ("Plan(s)"). By signing this document the parties agree to the terms and conditions in this Service Agreement and intend for this page to serve as the signature page for the Agreement.

The services will have an inception date of: _____, 20 15 ("Effective Date").

	Solution Name	Standard Fee	Monthly Minimum	Set Up Fee	Renewal Fee
COBRA Solution (Select only one solution)					
☐	Premium COBRA	Choose Billing Option			
☐	Standard COBRA	Choose Billing Option			
☐	Optional Service: \$ 2.50/Notice to mail Initial Rights Notices to current participants				
☐	Optional Service: \$15.00/Carrier/Month to remit collected COBRA premiums to insurance carriers				
Pre-Tax Reimbursement Solution					
☐	FSA Administration	PEPM			
☐	HRA Administration	PEPM			
☐	HSA Administration	PEPM			
☐	Optional Service: \$ 1.50/PIN to mail PIN Mailer to participants				
☐	Optional Service: \$150.00/Non-English Summary of Benefits & Coverage drafted				
☐	Parking/Transit	PEPM			
HR Advisory Solution					
☐	HR Advisory	Monthly	N/A	N/A	N/A

Company Contact Information		Client Contact Information	
PrimePay, LLC		Name of Employer:	
1487 Dunwoody Drive		Tax Identification #:	
West Chester, PA 19380		Address:	
Principal Contact:		City, State, Zip:	
Name: Brooke Lanier		Authorized Representative	
Phone: (610) 296-4500 ext. 1272		Name:	
Fax: (484) 325-2489		Phone:	
Email: blancier@primepay.com		Email:	
<William J. Pellicano>			
Authorized Signature		Authorized Signature	
CEO	Title	Title	Title
PrimePay Acceptance	Date	Date	Date

Once complete, please return this Agreement and all related forms by e-mail or fax to the PrimePay contact above.



SCHEDULE A – BANKING AUTHORIZATION

As part of our efforts to lessen administrative costs, PrimePay has implemented paperless processing in our accounting functions.

Client Name: _____, (Client), hereby authorizes PrimePay, LLC (PrimePay) to initiate debit and/or credit entries to the bank account provided below, and Client authorizes the financial institution to process such entries. PrimePay is authorized to debit payment of all sums owed between Client and PrimePay. Client acknowledges that transactions may take twenty four (24) to forty eighty (48) hours to settle. Client has authority to agree to and to authorize such transactions, and represents that the bank account is a valid and legitimate account for the handling of such transactions, and the authorization granted herein will remain in effect until PrimePay receives written notice from Client revoking it.

INFORMATION PROVIDED BY		DATE
FINANCIAL INSTITUTION	ROUTING NUMBER	ACCOUNT NUMBER
AUTHORIZED BY:		TITLE

A VOIDED CHECK MUST BE ATTACHED. PLEASE DO NOT ATTACH DEPOSIT SLIPS

Please indicate purpose for this account (select all which apply):

☐ **COBRA Solution:** In addition to the above statement, Client authorizes PrimePay to ACH transfer (credit) the COBRA Premiums collected on behalf of Client by PrimePay to the bank account monthly.

☐ **HR Advisory**

☐ **Pre-Tax Reimbursement Solution** (FSA, HRA, HSA, Transit and Parking):

The Debit Cards (if applicable) and Manual Reimbursement Claims will be drawn from the above account, and Client designates the above bank account as the account out of which PrimePay is directed and authorized to pay Plan claims. For account verification, a \$1.00 pre-note will be processed against the above account.

PrimePay Starting Check # for Manual Check Reimbursements:

Authorized Check Signers: Sign 3 separate times with a black felt tip pen if possible, otherwise use black ink. Leave enough space between them so they do not overlap; do not draw a line under the signatures. For additional signers, attach an additional page.

Signer #1: Signature 1	Signer #2: Signature 1
Signer #1: Signature 2	Signer #2: Signature 2
Signer #1: Signature 3	Signer #2: Signature 3



SCHEDULE B – THIRD PARTY BILLING AGREEMENT

Client has made arrangements with Payor to assume responsibility for service fees as outlined in the “Client Service Agreement.” The purpose of this Third Party Billing Agreement (“Billing Agreement”) is to establish terms and conditions with respect to payment of such charges.

This is an arrangement between the Client and the Payor. It is not an agreement between Client and PrimePay LLC, and Client agrees to comply with all other conditions and obligations as outlined in the Service Agreement. The Client is ultimately responsible for payment of services. Furthermore, payment of services does not imply disclosure of confidential information, and Client must authorize PrimePay to disclose any confidential information to the Payor.

Payor agrees to assume full responsibility for payment directly to PrimePay LLC for services provided under the Service Agreement. Client acknowledges such assumption by Payor, and Payor agrees to promptly notify PrimePay LLC if the arrangement between Client and Payor described in this Agreement is terminated. Payor acknowledges its continuing responsibility for payment of all such charges incurred prior to the date notice of such termination is received by PrimePay LLC.

If PrimePay LLC is notified by Payor of termination of the arrangement described in this Agreement, PrimePay LLC will continue to provide administration service to Client through the Term stated in the Service Agreement, and Client will be responsible for payment of all applicable charges.

If Payor fails to make any payment under this Agreement when due, PrimePay LLC may notify Payor and Client that it is terminating the arrangement described in this Agreement, and discontinue providing service to the Client unless Client acknowledges and accepts responsibility for payment of all charges for its receipt of such Information thereafter.

CLIENT NAME		PAYOR COMPANY NAME	
		PAYOR TAX ID #	
COMPANY ADDRESS		PAYOR BILLING ADDRESS	
ACCEPTED BY	ON THIS DATE	ACCEPTED BY	ON THIS DATE
PRINT NAME	TITLE	PRINT NAME	TITLE
PHONE NUMBER	EMAIL ADDRESS	PHONE NUMBER	EMAIL ADDRESS

SCHEDULE C – INCLUDED COBRA SERVICES

Service	Standard Solution	Premium Solution	Optional Service
Provide a real-time client portal that establishes employee and qualified beneficiary records, stores COBRA compliance actions, tracks key COBRA-related dates, electronically archives COBRA notices, and offers a full range of COBRA administration reports.	✓	✓	N/A
Furnish via first-class mail PrimePay COBRA Welcome Packets to currently enrolled COBRA participants and QBs in their 60-day election period at the time of service transition.	✓	✓	N/A
Furnish via first-class mail Initial Rights Notice, HIPAA Special Enrollment Notice and Women's Health and Cancer Rights Enrollment Notice (WHCRA) to newly enrolled participants.	✓	✓	N/A
Furnish via first-class mail Initial Rights Notices to all current enrolled participants at implementation.	Not included	Not included	✓
Process weekly COBRA files in PrimePay COBRA's standard format.	✓	✓	N/A
Furnish via first-class mail Specific Rights Notices (e.g., COBRA Election Notices) and HIPAA Certificates to Qualified Beneficiaries and their covered dependents.	✓	✓	N/A
Furnish via first-class mail Notices of Unavailability of COBRA Coverage to Qualified Beneficiaries and covered dependents.	✓	✓	N/A
Furnish via first-class mail Enrollment Confirmation Notices, Premium Coupons, Late Payment Notices, Insignificant Partial Payment Notices, Significant Partial Payment Notices, Termination Notices, Conversion Notices, Change of Address Notices, Plan Change Notices, Rate Change Notices, Disability Confirmation Notices, Disability Denial Notices, Medicare Notices, Returned Check Notices.	✓	✓	N/A
Maintain Proof of Mail records for all required COBRA notices.	✓	✓	N/A
Track Maximum Coverage Period, First Day of COBRA/Last Day of COBRA, COBRA Enrollment Period, Initial Payment Grace Period, and Subsequent Payment Grace Period for all Qualified Beneficiaries.	✓	✓	N/A
Collect and process COBRA Election forms.	✓	✓	N/A
Provide a real-time participant portal for on-line enrollment, payment processing and account viewing.	✓	✓	N/A
Collect and process COBRA payments (checks, money orders, Visa®/MasterCard®, one-time ACH or recurring ACH).	✓	✓	N/A
Collect and process Disability Extension Requests and Second Qualifying Events.	✓	✓	N/A
Collect and process Benefit Change Requests from qualified beneficiaries.	✓	✓	N/A
Notify carrier(s) of COBRA elections, changes and terminations by EDI, online portal, email or fax.	Not included	✓	N/A
Remit collected COBRA premiums monthly to client.	✓	✓	N/A
Remit collected COBRA premiums monthly to carrier(s).	Not included	Not included	✓
Provide email and toll-free phone support for Qualified Beneficiaries.	✓	✓	N/A
Provide dedicated client support.	✓	✓	N/A
Support clients through the annual Open Enrollment period by assisting with mailing lists, updating client's portal with new plans and rates, notifying COBRA population of new rates, issuing new Payment Coupons, and collecting and processing Annual Enrollment Forms.	✓	✓	N/A
Manage the annual Open Enrollment period for COBRA population, including preparing a COBRA Open Enrollment Form, collecting additional communications to explain benefit plan changes, determining if any required annual notices should be distributed, printing and mailing Open Enrollment packets, collecting and processing Open Enrollment Forms, providing QBs confirmation of election changes, issuing new Payment Coupons, and notifying the carrier or client of participant election changes.	Not included	✓	N/A
Access to PrimePay's HRAdvisory Service, our comprehensive online HR and Benefits resource center PLUS direct access to certified HR and Benefits experts.	Not included	✓	N/A

Master Service Agreement

1. Service Fee. Client shall pay Company in accordance with the fees and charges set forth on Page 1 of this Agreement. Company shall invoice Client monthly for such fees and charges and Client shall pay all amounts due under such invoice within thirty (30) days of receipt of such monthly invoice. If any invoiced amounts are not paid when due, a late charge of 1.5% per month or the highest late charge allowed by law, whichever is less, shall apply to such unpaid amounts from the due date until paid in full.
2. Additional Services. If, following the Effective Date as set forth in the Recitals to this Agreement on page 1 above, Client requests Company to provide any services in addition to the services set forth in this Agreement then Client shall notify Company and Company shall prepare a revised Page 1 amending this Agreement so as to reflect the additional services, any related changes in the obligations of the parties and the corresponding change (if any) to Client's applicable fees and payment obligations. The provision of additional services will be subject to Company's then available resources and pre-existing commitments, and there is no implied obligation under this Agreement to provide additional services. Company shall provide such additional services as of the first day of the first calendar month following the execution of the amendment adding such additional services, unless otherwise specified in the amendment.
3. Term and Termination.
 - a) This Agreement shall commence on the Effective Date and shall continue for an Initial Term of one year. Following the Initial Term, this Agreement shall automatically renew for successive additional terms of one year each (each a "Renewal Term") unless either party gives written notice of termination to the other party at least thirty (30) days prior to the Renewal Term.
 - b) Either party may terminate this Agreement by giving written notice thirty (30) days in advance to the other party. A \$75 termination fee may be billed if the agreement is terminated in the first ninety (90) days.
 - c) Upon the termination of this Agreement, Client shall pay all amounts due and outstanding within twenty (20) calendar days following such expiration or termination.
 - d) Client agrees that it shall have no right to withhold any payment due as a set-off against claims against Company and waives any such claim as a defense to termination by Company.
 - e) Notwithstanding any provision to the contrary, Company may terminate this Agreement and Service hereunder without penalty or liability upon thirty (30) days' written notice if in Company's sole discretion regulatory or legal developments or other factors beyond the reasonable control of Company render its performance hereunder impracticable or impossible.
4. Rights and Obligations after Expiration or Termination.
 - a) Upon termination of this Agreement, Company shall have no further obligation to provide any Services listed in this Agreement to Client or its users.
- b) Prior to the termination of this Agreement, Client shall extract all required information from the Company's web-based administration system(s) utilizing any and all standard reports. Company shall have the right to inactivate the System and all user access at any time following the termination of this Agreement.
5. Limitation of Liability; No Warranty. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO MONTHS FOR WHICH THIS AGREEMENT IS IN EFFECT. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES HOWSOEVER INCURRED OR DESIGNATED, OR ANY LOSS OF PROFITS, EVEN IF COMPANY WAS INFORMED OF THE POSSIBILITY OF SUCH LOSS. ALL SERVICES ARE PROVIDED BY COMPANY "AS IS" AND WITHOUT WARRANTY, EXCEPT THAT COMPANY WARRANTS THAT THE SYSTEM DOES NOT INFRINGE THE COPYRIGHTS OR PATENT RIGHTS OF ANY THIRD PARTY.
6. Indemnification.
 - a) Company shall indemnify, defend and hold Client and its Indemnified Parties harmless against any Losses to the extent arising out of Company's breach of any representation or warranty, or as a result of Company's negligence in the performance of its duties as set forth in this Agreement.
 - b) Should any liability related to excise taxes be imposed on Client by the Internal Revenue Service as a result of any COBRA violation directly caused by the failure of Company to timely and properly perform any of the services that Company is obligated to provide under this Agreement, Client shall immediately notify Company and prior to indemnification under Section 6.b. above Company shall in its sole discretion have the right to challenge such assessment or liability, or to seek a waiver, abatement or offset (as appropriate) from the Internal Revenue Service with respect to all or any portion of such excise taxes, and Client shall fully cooperate with Company in such regard as a condition precedent to Client's right to any indemnity under Section 6.b. Client, and not Company, shall have responsibility with respect to any liability for excise taxes and applicable penalties or interest in cases where liability arises out of Client's act or failure to act in accordance with any applicable law or this Agreement. Company shall not be responsible for any damages to Client arising out of the unauthorized, dishonest, fraudulent, or

criminal acts of Client, its employees, directors, officers, guests, or trespassers, whether acting alone or in collusion with others.

- c) In cases in which indemnification is sought, Client shall promptly notify Company of any matters in respect of which the foregoing indemnity may apply and of which Client has knowledge, and give Company the opportunity to control the response thereto and the defense thereof.

7. Confidential Information.

- a) Both during and after the Term of this Agreement, Client shall hold for Company's benefit and shall not use or disclose to any third party any trade secrets, or confidential information, knowledge, or data relating to the subject of this Agreement or the System or related materials relating to the Company's operations or business, including, without limitation, pricing proposals or pricing agreements. This restriction will not apply to disclosure to Client's legal, tax or financial advisors provided those advisors are notified of this provision and agree to this confidentiality provision.

- b) Both during and after the Term of this Agreement, Company will hold any Client or user data in accordance with Company's privacy policy as published on www.primepay.com, and Company will exercise the same prudent level of care it would exercise with respect to its own employee and user data, but no less than a reasonable standard of care, in maintaining the privacy, security and availability of such data.

8. Ownership Rights in Materials. All products, forms, procedures and other materials (the "Materials") utilized or made available by Company to Client in connection with any service performed under this Agreement are the sole property of Company and/or its licensors, and Client shall not acquire any right, title or interest in the Materials by use thereof in accordance with this Agreement. Client shall not license, market, copy, modify, sell or transfer any of the Materials, in whole or in part. Client acknowledges and recognizes that any breach of this section would result in irreparable harm to Company, and, accordingly, agrees that in addition to and not in lieu of all remedies available to Company by reason of such breach (at law or equity), Company shall be entitled to equitable relief (including, without limitation, specific performance and injunctive relief) to enjoin the occurrence or continuation of such breach. Upon Company's request, Client shall promptly return all Materials to Company following the termination of this Agreement.

9. Ownership of Systems and Software. Company and/or its partners, licensors and vendors shall be the sole and exclusive owner of all right, title and interest (including, without limitation, all intellectual property rights) in and to the System and all software utilized by Company to perform the Services. Client shall not, and shall not permit any third party to, (i) modify, copy or otherwise reproduce the systems or software, (ii) remove, destroy or omit any copyright notices, legends, labels and other notices of proprietary interests appearing in or on any of the software, or (iii) attempt to decompile or reverse engineer the software. Except for the right to use the System as expressly specified in this Agreement, nothing in this Agreement shall be deemed to

grant to Client, by implication, estoppel or otherwise, license rights, ownership rights or any other intellectual property rights in any software, literary works, other works of authorship, specifications, designs, and analyses, programs, documentation, reports, and similar work product owned by or provided through Company.

10. Relationship of Parties. Client and Company acknowledge and agree that Company is retained under this Agreement to assist Client, the Plan(s) and/or the plan administrator of the Plan(s) with their obligations to comply with regulations pertaining to their Plan(s), including but not limited to ERISA, HIPAA, COBRA, the Internal Revenue Code. These obligations are Client's obligations and not Company's obligations and that Company is not a fiduciary under ERISA. The parties further acknowledge that Company is an independent contractor and not a joint venturer with or partner, agent or employee of Client, the Plan(s) or the plan administrator of the Plan(s). Nothing contained in this Agreement shall be deemed to permit either party to conduct business in the name of or on account of the other party, or to act on behalf of or bind the other party in any manner whatsoever, except for the taking of actions by Company on behalf of Client, the Plan(s) or the plan administrator of the Plan(s) in the fulfillment of Company's specific duties under this Agreement.

11. Reliance by Company. Company shall be fully protected in relying upon representations by Client set forth in this Agreement and communications made by or on behalf of Client in effecting its duties under this Agreement. Client represents that the signatory to this Agreement is authorized to enter into such Agreement on behalf of Client, the Plan(s) administrator(s) and/or the Plan(s).

12. Force Majeure. Company shall not be liable for failures or delays in performance which are caused by natural disasters, strikes, war, utility outages, communication outages, or any other circumstances which could not have been reasonably foreseen and avoided by commercially reasonable action, or are beyond the reasonable control of Company. Company shall be excused from performance under this Agreement for the duration of the effects of such circumstances.

13. Entire Agreement, Amendments and Modifications. This Agreement represents the entire agreement between the parties with respect of the subject matter hereto, and there are no oral or other written agreements or understandings between the parties affecting this Agreement, or related to the services to be provided by Company or duties undertaken by Client under this Agreement. This Agreement supersedes all previous agreements between the parties relating to administrative services as identified on page 1. This Agreement may be amended only by a written agreement executed by Client and Company. Client may not assign this Agreement without the express written consent of Company.

14. No Third Party Beneficiaries. The parties do not intend to provide any rights to third parties under this Agreement.

15. Severability. If any provision of the agreement is held to be invalid by any court of competent jurisdiction, such finding shall not invalidate the remainder of the Agreement.

COBRA SOLUTION

16. Duties of Company. Commencing on the Effective Date as set forth above in the recitals of this Agreement, Company shall provide the following services with respect to the Plan(s):

- a) Provide notification containing the information required to be included in the COBRA initial notification to all benefit eligible employees of Client and dependents under the Plan(s) and whose names and addresses are furnished by Client using either the Company's web-based COBRA administration system or an electronic file in a format approved by Company.
- b) Advise employees and other qualified beneficiaries of their rights to elect and receive COBRA continuation coverage under the Plan(s), after Client has notified Company of the occurrence of one of the qualifying events set forth in Section 21 below with respect to such individual. Company shall notify covered employees in writing by first class U.S. mail.
- c) Provide to the employee or other qualified beneficiary who is not entitled to COBRA coverage a "notice of unavailability" that includes an explanation of why the employee or other qualified beneficiary cannot elect COBRA coverage.
- d) Maintain proof of mailing for all required COBRA notices.
- e) Receive and process election responses.
- f) Electronically archive completed COBRA election forms.
- g) Collect valid and timely premiums (including administrative charges) from or on behalf of individuals who elect to continue coverage under the Plan(s) ("continuants"). Company shall administer the Initial Grace Period and Subsequent Grace Period as required by the current COBRA statute, unless Client advises in writing that a longer period applies under the Plan(s). Following the Initial Grace Period, all subsequent COBRA premiums shall be due on the first day of the month. Company shall consider payment received as of the U.S. Postal Service postmark date or the express delivery date, regardless of when actual payment is received. Company shall provide Electronic Payment Processing services through the web-based COBRA administration system. Company may charge continuants a reasonable convenience fee for credit/debit or ACH payment processing in order to offset Company's incurred costs to accept such payments.
- h) Forward the amount of the paid premiums, less the administrative charges, to Client on a monthly basis via ACH transfer and provide report detailing remitted premium amounts by continuant and plan. Company shall take all commercially reasonable action to remit paid premiums within 10 business days after the end of each month. Company may remit premiums directly to an insurance carrier for an additional fee.

- i) Provide a real-time client portal (the "System") that establishes employee and qualified beneficiary records, stores COBRA compliance actions, tracks key COBRA-related dates and payment history, electronically archives COBRA notices, and offers COBRA administration reports. Company shall also provide a real-time continuant portal for on-line enrollment, payment processing and account viewing. In the event of interruption of Website access, Company's sole obligation and liability shall be to restore service as soon as reasonably possible. Company represents that the System and Company's internal processes shall utilize commercially reasonable measures and systems to assure the privacy, security and availability of Client's data. Company makes no other warranties, express or implied, with respect to the Website and the availability of the Website.
 - j) Furnish to continuants via first-class mail Enrollment Confirmation Notices, Premium Coupons, Late Payment Notices, Insignificant Partial Payment Notices, Significant Partial Payment Notices, Change of Address Notices, Plan Change Notices, Rate Change Notices, Disability Confirmation Notices, Disability Denial Notices, Medicare Notices, and Returned Check Notices. Upon the provision of notice to Company of grounds for termination of COBRA coverage, Company shall provide the continuant with a notice of termination of COBRA coverage. Company shall take all commercially reasonable action to mail the notices within seven (7) business days of receiving notice of grounds for termination of coverage. If the Plan(s) offer an option of conversion to an individual health insurance policy when COBRA coverage under the Plan(s) is exhausted, and if the Client has provided Company with proper and complete information regarding the existence and terms of such conversion option, Company shall provide the continuant with a notice of his or her conversion rights under the Plan(s). Such notice shall be provided in writing by first class U.S. mail within one hundred eighty (180) days prior to the end of the maximum COBRA coverage period. Company shall not be responsible for notifying the employee or other qualified beneficiary of any conversion right outside of COBRA coverage. Company will maintain Proof of Mail records for all notices required under COBRA statutes.
 - k) Provide a toll-free phone number for continuant support. Customer Service Representatives shall be available during PrimePay's normal business hours (8 am to 5 pm Eastern Time, Monday through Friday, excluding PrimePay observed holidays) to assist continuants and dependents (or their authorized representatives) with services provided by PrimePay under this agreement.
 - l) Company shall comply with all applicable federal, state and local laws with respect to the services expressly agreed to be performed on behalf of Client.
 - m) Company responsibilities include only the services expressly set forth herein and shall not include any other notices or certificates.
 - n) In addition to the fees and charges set forth on Page 1, Company shall charge and retain the 2% administrative charge paid by each continuant under the Plan(s) as compensation for the handling of premium payments or shall charge and retain any greater administration charge allowed by law, whichever is higher. Company may adjust its pricing from time to time and shall give Client thirty (30) days advance notice of any such changes.
17. Duties of Client. Commencing on the Effective Date as set forth above in the Recitals to this Agreement, Client accepts

the following responsibilities with respect to the Plan(s):

- a) Provide Company with all such information required, as Company determines in its sole discretion, to fulfill its obligations under this Agreement in a timely and efficient manner.
 - b) **Client shall be exclusively responsible for the accuracy, completeness and timeliness of the information provided to Company. Client understands and agrees that Company has no duty or responsibility to review, verify or otherwise inquire into any data provided to Company by Client.** Client shall be responsible for examining all results and status reports produced by the Company and posted on the System, including premium calculations, reports and letters, and Client shall notify Company of any discrepancies between said results and Client records as soon as reasonably possible and not later than five (5) business days after Client becomes aware of such discrepancy. Client shall be responsible for all damages that result or could have been avoided had Client timely reviewed its reports and advised the appropriate parties of any discrepancies, and to the extent permitted by law, Company shall have no responsibility or liability in connection with any discrepancies not timely reported by Client.
 - c) Client shall follow security procedures that are reasonably sufficient to assure all login and password information is kept secure and that all document transmissions are authorized and all data is protected from unauthorized access. Client shall be responsible for all activity occurring under Client's user accounts. Client shall be responsible, and shall keep, all user passwords used to access Company's System confidential and secure. Client shall prohibit all of its users from impersonating another user, providing false user information or passwords, or otherwise attempting to gain unauthorized access to the System.
18. Client shall be responsible for all facilities, hardware and software necessary to access and use the System, consisting of:
 - a) CPU Pentium III – 500 MHz or higher.
 - b) Memory 256 MB RAM or higher.
 - c) DSL/Cable Internet connection or higher.
 - d) Internet Explorer 7.0 or higher with cookies and JavaScript enabled.
 - e) Adobe Acrobat reader standard version 7.0 or higher.
 19. Client shall not utilize the System to resell or otherwise provide COBRA administration services to any other business entity.
 20. Client shall designate the determination period and the applicable premium rates to be charged for COBRA continuation coverage. Client or their authorized agent shall notify Company in writing at least 30 days in advance of the applicable billing period of any changes to the premium rates or any addition, termination or modification of the Plan. In the event that Client or their authorized agent notifies Company of premium increase and/or plan changes less than 5 days prior to the applicable billing period, Company may implement new premiums and/or changes with the next billing period which falls after the required 30 day notice period, and Client will be responsible for any premium increase which should have been paid by the continuant. Should Client or their authorized agent notify Company of a premium decrease less than 30 days prior to the applicable billing period, Company shall process the premium adjustment as of the effective date and credit continuant payment overages towards future billing periods.
21. Client shall advise Company of any of the following events that will result in a loss of coverage under one of Client's Plan(s) ("qualifying events"):
 - a) For a covered employee: termination of employment (including for reasons of gross misconduct) or reduction in hours of employment.
 - b) For spouses or dependent children of a covered employee: (a) the covered employee's termination of employment (for reasons other than gross misconduct) or reduction in hours of employment; (b) death of a covered employee/retiree; (c) divorce or legal separation from a covered employee; (d) covered employee/retiree becoming entitled to benefits under Title XVIII of Social Security Act (Medicare); or (e) covered dependent child ceasing to meet dependent eligibility requirements under the terms of the Plan.
 - c) For retirees, their spouses and dependent children: the filing of a petition in bankruptcy by, or with respect to, Client.
 - d) Any other qualifying event resulting in a covered employee and/or dependent becoming qualified to continue coverage under the provisions of COBRA, as the law may be amended or interpreted from time to time.
 22. Client shall provide Company notice of qualifying events described in Section 21 above via the System, in Company's standard Qualifying Event file layout, or in such other form as is agreed to in writing between parties within 14 days of the qualifying event date. Client shall be solely responsible for determining when a qualifying event has occurred and when an employee has been terminated for gross misconduct.
 23. Client shall be responsible for providing Company with the appropriate last known address for the individual(s) who experienced the qualifying event.
 24. Client shall notify the Company as soon as possible, but in no event later than five (5) business days after becoming aware, that any qualified beneficiary was disabled (as defined by the Social Security Act) at the time of the qualifying event, has become disabled within sixty (60) days of a qualifying event or of having been disabled, or is no longer disabled.
 25. Client shall notify and advise Company of qualified beneficiaries who, at the time of a qualifying event, have been deemed incompetent and provide Company with the name and address of such individual's legal guardian.
 26. Client shall notify the Company as soon as possible, but in no event later than five (5) business days after becoming aware of a determination of Trade Adjustment Assistance for any qualified beneficiary by either the United States Department of Labor or a state agency.
 27. Client represents that the Plan(s) will be maintained during the term of this Agreement in accordance the Internal Revenue Code and other applicable Federal and state law. Client, the Plan's administrator and/or the Plan(s) (and their agents or assigns), and not Company, shall be responsible for the determination, review and payment of claims for benefits under the Plan(s) and all appeals under ERISA and other applicable law, including, without limitation, with respect to claims, benefits and eligibility determinations under the Plan(s).
 28. Client agrees that Company may share information provided pursuant to this Agreement with Client's insurance broker or

representative, unless Client provides Company written instructions to the contrary.

PRE-TAX REIMBURSEMENT SOLUTION

29. Duties of Company. Commencing on the Effective Date as set forth above in the recitals of this Agreement, Company shall provide the following services with respect to the Plan(s):

- a) Subject to the supervision of the Client, the Company will administer the Plan(s) in accordance to the policies, interpretations, rules, practices and procedures set forth in the Plan Document(s), including any amendments. All of the provisions of the Plan, including provisions governing indemnification of liability, are hereby incorporated by reference. If applicable, Company will administer any grace period, rollover period and/or run out period(s) as defined in the Plan Documents(s), subject to ongoing payment of service fees.
- b) Provide a Client Portal (the "System") that establishes employee and covered dependent records, stores enrollment actions, tracks key administrative dates, reimbursement history, and offers administrative reports.
- c) Company shall also provide a Participant Portal for on-line claim submission and account viewing.
- d) In the event of interruption of Website access, Company's sole obligation shall be to restore service as soon as reasonably possible. Company represents that the System and Company's internal processes shall utilize commercially reasonable measures and systems to assure the privacy, security and availability of Client's data.
- e) Provide Client prescribed enrollment options, including EDI file exchange, Online Enrollment Tools and paper Enrollment Form.
- f) Process Participant Enrollment and Change Forms submitted in the prescribed manner.
- g) Process electronic files received from your medical carrier(s) and/or payroll data processor and/or HRIS vendor in a format and method specified by the Company.
- h) Provide a toll-free phone number for participant support. Customer Service Representatives shall be available during PrimePay's normal business hours (8 am to 5 pm Eastern Time, Monday through Friday, excluding PrimePay observed holidays) to assist participants and dependents (or their authorized representatives) with services provided by PrimePay under this agreement.
- i) Monitor of benefit accounts and plan deferral limits.
- j) Process claims for plan benefits submitted by participants.
- k) Issue reimbursements to participants or their designated provider by check, direct deposit, or debit card payment.
- l) Preparation of a Plan Document, Summary Plan Description, Employee Enrollment Forms, Summary of Benefits and Coverage (if required) and Summary Annual Reports.

30. Duties of Client. Commencing on the Effective Date as set forth above in the Recitals to this Agreement, Client accepts the following responsibilities with respect to the Plan(s):

- a) Client serves as Plan Administrator and Fiduciary as described under the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, and maintains authority to establish, waive, alter, or modify any of the Plan's terms and conditions. Client exercises all discretion, control and authority over the available benefits. Client will establish eligibility requirements in order for employees to participate in the Plan, and these eligibility requirements must be consistent with its Plan Document.
- b) As Plan Fiduciary, Client ensures the Plan documents identified in 29(l) in are appropriately completed, are in compliance with applicable laws and regulations, and are adopted timely.
- c) Client distributes to participants any required documents such Plan Documents, Summary Plan Description, Summary of Benefits and Coverage, and any other documentation related to the Plan on a timely basis.
- d) Client determines who is eligible to participate in the Plan and provides Company accurate and complete enrollment information in a reasonable manner determined by Company.
- e) Client provides Company with accurate and timely changes in participant enrollment and eligibility in the prescribed manner. Changes may include, but are not limited to, participant eligibility status, election changes, leaves of absence and terminations.
- f) Client ensures that any electronic files provided by their medical carrier(s), payroll data processor, HRIS system and/or HRIS vendor are timely, accurate and complete files in the Company's prescribed electronic file format. Client is responsible for correcting all errors in any electronic file provided to Company. Company does not audit electronic data files.
- g) Client shall reimburse all monies required to cover participants under the Plan. Any Client bank changes must be provided in writing to Company.
- h) Client, as Fiduciary, reviews and decides any appeal for plan benefits submitted by participants.
- i) The Client provides Company any requested, additional information necessary to provide administrative services to the Plan in a timely manner.
- j) Client pays all administrative fees identified on page 1 on a monthly or annual basis.
- k) Client is responsible for banking fees incurred for administration of its Pre-Tax Reimbursement Plans. This includes, but is not limited to, standard monthly banking fees, stop payment fees, returned check fees, and returned direct deposit fees.
- l) Client must comply with all applicable laws, including but not limited to HIPAA, COBRA, and ERISA, with respect to your Plan and make any required filings with the appropriate governmental agencies, including the Department of Labor and the Internal Revenue Service.
- m) Client shall not utilize the System to resell or otherwise provide administration services to any other business entity.

31. ACH Authorization Release. The Client hereby authorizes Alegeus Technologies, LLC, MBI Benefits, Inc., or MBI Benefits, Inc.'s agent, to initiate ACH (Automated Clearing House) transfer entries.
32. Direct Deposit of Claim Reimbursements. Client hereby requests and authorizes Company to implement, on Client's behalf, direct deposit services which will enable claim reimbursements for Client's Plan Participants and Dependent to be automatically debited (withdrawn) from the account designated by the Client out of which Plan claims are to be paid (the "Designated Account") and deposited in the bank account designated by Plan Participants. Direct deposits will be initiated by the EFT processor with which Company has established a relationship for processing automated EFT transactions and will be subject to National Automated Clearing House Association (NACHA) Rules, the terms, conditions and time limits of Company's EFT processor, and the terms of the Client's Plan.

Employer understands that its Plan participants are responsible for providing to Company timely and accurate claim information necessary for Company to transmit direct deposit information containing ACH transactions to its designated EFT processor. Client is responsible for maintaining sufficient funds in the Designated Account in accordance with a time table which Client in its reasonable discretion shall establish, not to exceed five (5) business days prior to the planned check date for the claim payment. To the extent permitted by law, Company will not be responsible or liable for actual deposit amounts or for interest, expenses or additional claimed damages of any kind.

If during the course of providing direct deposit services to Client, Company notifies Client that an electronic debit of Client's Designated Account has been returned to Company's ACH processor by reason of insufficient funds in Client's Designated Account (NSF), Client hereby agrees to wire funds to cover the NSF within 24 hours in accordance with the wire transfer instructions supplied by Company. In the event such NSF is not cured by Client upon thirty (30) days written notice (including electronic mail), Client agrees to grant Company (and any subrogee of Company) a security interest in Client's assets and receivables, which Company may file and record. Provided however that the foregoing security interest shall not apply to those assets and receivables which are held in trust for or on behalf of Client's owned Client or other third parties, or which contain confidential or privileged information, or which contain other information the disclosure of which would be a violation of Client's Rules of Professional Conduct or any applicable law restricting such disclosure to their parties.

Client's authorization includes the authority to correct errors, subject to NACHA Rules, and the requirements and time limits of Company's EFT processor. In the event of error, Client or participant, as the case may be, must notify Company by telephone within two (2) days of the date on which the claim information was provided to Company, and confirm this notice by written email or by prepaid First Class Mail within 24 hours thereafter. After receipt of such timely notice, Company agrees to re-transmit the corrected direct deposit information.

33. Termination. Within 20 days after termination or expiration of this agreement, the Client shall return to Company all materials, brochures, computer programs, customer and vendor data bases, and any other documents regarding the Company's programs and systems and any copies thereof. In

addition, Client shall refrain from any further direct or indirect use of Company's marks, systems, publications, manuals, brochures, documents, computer databases in connection with the marketing, use, implementation, license, sale or distribution of any program or system that enables Clients to offer employee benefits on a pre-tax basis. Finally, the termination of this agreement shall not affect the duty of the Client not to infringe on Company's trademarks and copyrights and not to disclose and keep confidential all said confidential information supplied to the Client by Company.

HR ADVISORY SOLUTION

34. HR Advisory Services are provided month to month on a subscription basis. Client has unlimited HR Web access to the online HR and Benefits resource center, and Client may receive up to 4 hours of HR Live assistance per month.
35. Certified HR and Benefits professionals are available during normal business hours (Monday through Friday, 9 AM to 8 PM Eastern Time, excluding major holidays).
36. Clients are advised that the advice given through the Services is necessarily of a general nature and should not be construed as specific legal or tax advice. These services do not include any drafting or review of specific documents or advice as to how to resolve particular employee relation issues. Clients are urged to seek the appropriate professional advisor for such assistance.
37. Company's sole obligation is to provide access to the Services as provided above. HR Advisory Services consist of advice of a general and supplemental nature and are not to be construed or relied upon as specific legal advice. Client understands and agrees that managing its workforce is Client's own legal responsibility, and Client further understands that Client should consult local counsel in situations it deems appropriate.
38. Company may adjust the pricing of any of its services and will provide a 30 day advance notice to Client in advance of the implementation of such new pricing.
39. HR Advisory Services may be terminated at any time upon written notice by Client or by Company. Termination will take effect at the beginning of the following calendar month.



Business Associate Agreement

This Business Associate Agreement ("Agreement") is made and entered into as of _____ 2014, by and between PrimeFlex Administrative Services, LLC, a Pennsylvania limited liability company (PrimeFlex"), and _____, ("Company") for and on behalf of its _____ (referred to individually and if applicable, collectively if PrimeFlex is to provide services to more than one plan sponsored by the Company, as the "Plan"). The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") requires the Plan to provide the Company with this Business Associate Agreement and Privacy Notice.

RECITALS

The Plan, through the Company as its fiduciary and Plan sponsor, has delegated certain administrative services to PrimeFlex in an Application and Service Agreement (the "Main Agreement"); and

PrimeFlex provides administrative services to employers and their health plans covered under 45 Code of Federal Regulations (CFR) 164.104 and the regulations codified at 45 CFR Parts 160 and 164 (the "HIPAA Security and Privacy Rule") promulgated under the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"). Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, provides modifications to the HIPAA Security and Privacy Rule. All references to "HIPAA" and the "HIPAA Security and Privacy Rule" in this agreement are deemed to include all amendments to such law and such rule contained in the HITECH Act and any accompanying regulations, and any other subsequent amendments or regulations as may be enacted or adopted in the future.

As a result of services to be provided under the Main Agreement, PrimeFlex is a business associate of the Plan under HIPAA, and Company and/or its employees and participants may provide to PrimeFlex individually identifiable health information on behalf of the Plan as defined in HIPAA ("Protected Health Information" or "PHI") in order for PrimeFlex to provide such services.

The Plan is required by HIPAA privacy regulations to maintain the privacy of certain health information about Plan participants that is created or received in administering the Plan ("PHI," as defined below). This Agreement describes how the Plan may use and disclose PHI. This Agreement applies only to the PHI used by or disclosed to PrimeFlex for purposes of medical expense reimbursements under the Plan. Plan participants should receive a different privacy notice from the insurer that provides group health insurance coverage for Company employees. In addition, this Agreement does not apply to health information that Company may have in its employment records, such as sick leave documentation, or to doctors, hospitals or other health care providers, who may have different policies or notices regarding Plan participant health information.

NOW, THEREFORE, PrimeFlex and Company, in consideration of the Parties' continuing obligations under the Main Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

AGREEMENT

I. DEFINITIONS

Except as otherwise defined below, all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA

Security and Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" or "PHI" means any information created or received by a health care provider, health plan, employer or health care clearinghouse that relates to the past, present or future physical or mental health or condition of a specific individual, or to the provision of health care, or payment for such health care, if that information identifies a specific individual or may reasonably be used to identify such individual. PHI includes without limitation "Electronic Protected Health Information" as defined below.

The term "Electronic Protected Health Information" means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

PrimeFlex acknowledges and agrees that all Protected Health Information that is created or received by Company and disclosed or made available in any form to PrimeFlex, including paper record, oral communication, audio recording, and electronic display by Company or its operating units to PrimeFlex or is created or received by PrimeFlex on Company's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) PrimeFlex agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Company is required to disclose such information or as otherwise permitted under this Agreement, the Main Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Company. All such uses and disclosures shall be subject to the limits set forth in 45 CFR §164.514 regarding limited data sets and 45 CFR §164.502(b) regarding the minimum necessary requirements;

(ii) at termination of this Agreement, the Main Agreement or any similar documentation of the business relationship of the Parties, whichever occurs first, if feasible, PrimeFlex will return or destroy all PHI received from or created or received by PrimeFlex on behalf of Company that PrimeFlex still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, PrimeFlex will extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides PHI received from or created by PrimeFlex on behalf of Company, agrees to the same restrictions and conditions that apply to PrimeFlex with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, PrimeFlex agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause PrimeFlex to breach the terms of this Agreement;

(iv) PrimeFlex shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the Company of such breach pursuant to the terms of 45 CFR §164.410 and cooperate in the Company's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by PrimeFlex as of the first day on which such breach is known to PrimeFlex or, by exercising reasonable diligence, would have been known to PrimeFlex. PrimeFlex will provide such notification to Company without unreasonable delay and in no event later than sixty (60) calendar days after discovery of the breach. Such

notification will contain the elements required in 45 CFR § 164.410; and

(v) PrimeFlex will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to PrimeFlex. PrimeFlex will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. PrimeFlex will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, PrimeFlex will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to PrimeFlex. To the extent PrimeFlex is to carry out any of Company's obligations under Subpart E of 45 CFR Part 164, PrimeFlex will comply with the requirements of Subpart E that apply to the Company in the performance of those obligations. PrimeFlex will make its internal practices, books and records available to the Secretary of Health and Human Services as may be required under applicable law for purposes of determining compliance with the HIPAA Rules.

(b) PrimeFlex will not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Company itself, except for the specific uses and disclosures set forth below:

(i) if necessary, for the proper management and administration of PrimeFlex or to carry out the legal responsibilities of PrimeFlex, whether under the Main Agreement or otherwise, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) PrimeFlex obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies PrimeFlex of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by PrimeFlex for the health care operations of Company pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by PrimeFlex with the protected health information received by PrimeFlex in its capacity as a business associate of another Company, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) PrimeFlex will implement appropriate safeguards to prevent use or disclosure of PHI other than as permitted in this Agreement. PrimeFlex will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Company as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit PrimeFlex's records and practices related to use and disclosure of Protected Health Information to ensure Company's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) PrimeFlex shall report to Company any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. PrimeFlex shall report to Company any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information

system. In addition, PrimeFlex agrees to mitigate, to the extent practicable, any harmful effect that is known to PrimeFlex of a use or disclosure of PHI by PrimeFlex in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

PrimeFlex agrees to comply with any requests for restrictions on certain disclosures of PHI pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Company has agreed and of which PrimeFlex is notified in writing by Company. PrimeFlex agrees to make available PHI to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If PrimeFlex maintains PHI electronically, it agrees to make such PHI electronically available to the applicable individual in a designated record set. PrimeFlex agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, PrimeFlex agrees to make PHI available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. PrimeFlex and Company shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

The term of this Agreement shall be effective as of the date of execution by the Company below, and shall remain in effect until the Main Agreement is terminated for any reason and PrimeFlex ceases to perform any services for Company, or on the date Company terminates this Agreement for cause as provided below, whichever occurs sooner. Notwithstanding anything in this Agreement to the contrary, Company shall have the right to terminate this Agreement and the Main Agreement immediately if Company determines that PrimeFlex has violated any material term of this Agreement. If Company reasonably believes that PrimeFlex will violate a material term of this Agreement and, where practicable, Company gives written notice to PrimeFlex of such belief within a reasonable time after forming such belief, and PrimeFlex fails to provide adequate written assurances to Company that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Company shall have the right to terminate this Agreement and the Main Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or in the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of PrimeFlex under Section II shall survive the expiration, termination, or cancellation of this Agreement, the Main Agreement and/or the business relationship of the Parties, and shall continue to bind PrimeFlex, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the Commonwealth of Pennsylvania and applicable Federal law (and if a conflict should exist, the Federal law shall govern). No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.



Business Associate Agreement

The Parties agree that, in the event that any documentation of the arrangement pursuant to which PrimeFlex provides services to Company contains provisions relating to the use or disclosure of PHI which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding PrimeFlex's use and disclosure of PHI.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall consult and address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PrimeFlex Administrative Services, LLC

By: William J. Pellicano, CEO
<Signature>

Company (for and on behalf of Plan)

By: _____
Authorized Representative Title

Print Name

Company Name

Return signed copy to PrimePay Benefit Services
F: (877) 632-9372 or E: benefitservices@primepay.com



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: Nov. 17, 2015
PAGE: 1 of 1

SUBJECT: Update on the acquisition and installation of the Board-approved Siren to be located on the corner of Reed Road and Hospital Road.

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING Board of Aldermen
DEPARTMENT: Vice-Mayor Roy A' Perkins

DIRECTOR'S
AUTHORIZATION: Vice-Mayor Roy A' Perkins

FOR MORE INFORMATION CONTACT: Vice-Mayor Roy A' Perkins

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: Nov. 17, 2015
PAGE: 1 of 1

SUBJECT: Update by Police Chief on the wording to be placed on the exterior of the former City Hall Building.

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING Board of Aldermen
DEPARTMENT: Vice-Mayor Roy A' Perkins

DIRECTOR'S
AUTHORIZATION: Vice-Mayor Roy A' Perkins

FOR MORE INFORMATION CONTACT: Vice-Mayor Roy A' Perkins

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: Nov. 17, 2015
PAGE: 1 of 1

SUBJECT: Discussion of the vacant and grassy tract or parcel of land located on the corner of Highway 182 and North Jackson Street.

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING Board of Aldermen
DEPARTMENT: Vice-Mayor Roy A' Perkins

DIRECTOR'S
AUTHORIZATION: Vice-Mayor Roy A' Perkins

FOR MORE INFORMATION CONTACT: Vice-Mayor Roy A' Perkins

SUGGESTED MOTION:



**CITY OF STARKVILLE COVERSHEET- Alderman Jason Walker
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.:
AGENDA DATE: 11/17/2015
PAGE:

SUBJECT: Approval to purchase construction materials and signage for the North Nash traffic calming project at a cost not to exceed \$5000 to be paid from Ward 4 discretionary funds.

AMOUNT & SOURCE OF FUNDING

001-600-948-874

Ward 4 Discretionary Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Alderman Walker

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Alderman Walker and Edward Kemp

SUGGESTED MOTION: Approval to purchase construction materials and signage for the North Nash traffic calming project at a cost not to exceed \$5000 to be paid from Ward 4 discretionary funds.



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: NOVEMBER 17, 2015
PAGE: 1

SUBJECT: REQUEST APPROVAL TO ACCEPT THE LOWEST AND BEST BID RECEIVED FOR CONTRACT A- SUPPLY OF 8-UNIT TEE HANGAR

AMOUNT & SOURCE OF FUNDING MDOT Multi-Modal Grant Project No. MM-0068-0615 in the Amount of \$397,816.00 and a loan for the match of \$271,505.00 for a total project of \$669,321.00

FISCAL NOTE: BOA Accepted the MDOT Multi-Modal Grant Project No. MM-0068-0615 in the Amount of \$397,816.00 with permission to acquire a loan for the match of \$271,505.00 for a total project of \$669,321.00 on July 15, 2014

AUTHORIZATION HISTORY: Both grant acceptance and loan agreement previously approved by Airport Board and Board of Alderman

**REQUESTING
DEPARTMENT:** AIRPORT

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Carey Hardin 323-6000

SUGGESTED MOTION: Move to award Contract A for supply of 8-Unit Tee Hangar building to Erect-A-Tube, Inc.

Starkville-George M. Bryan Field
8-Unit Tee Hangar Building
TABULATION OF BIDS RECEIVED November 11, 2015
For Contract B- Construction (Re-Bid)

ITEM	QUANTITY	UNIT PRICE	Byrum	UNIT PRICE	Gregory	UNIT PRICE	T & M
			Construction		Construction		Steel
			TOTAL		TOTAL		TOTAL
1. Unclassified Excavation	3,700 CY	\$8.57	\$31,709.00	\$5.20	\$19,240.00	\$5.00	\$18,500.00
2. Select Borrow Material	2,500 CY	\$20.73	\$51,825.00	\$25.40	\$63,500.00	\$14.50	\$36,250.00
3. Nonwoven Geotextile	3,250 SY	\$1.77	\$5,752.50	\$2.50	\$8,125.00	\$4.00	\$13,000.00
4. Crushed Stone Base Material	570 CY	\$74.99	\$42,744.30	\$88.50	\$50,445.00	\$84.30	\$48,051.00
5. Concrete Apron	3,050 SY	\$52.47	\$160,033.50	\$42.10	\$128,405.00	\$42.00	\$128,100.00
6. Seeding	2 AC	\$2,743.20	\$5,486.40	\$2,426.00	\$4,852.00	\$2,200.00	\$4,400.00
7. Sodding	400 SY	\$4.00	\$1,600.00	\$4.70	\$1,880.00	\$4.00	\$1,600.00
8. Mobilization	1 LS	\$60,579.00	\$60,579.00	\$47,925.00	\$47,925.00	\$39,400.00	\$39,400.00
9. Concrete Foundation	1 LS	\$108,945.05	\$108,945.05	\$120,992.00	\$120,992.00	\$141,700.00	\$141,700.00
10. 8-Unit Tee Hangar Erection	1 LS	\$91,440.00	\$91,440.00	\$132,508.00	\$132,508.00	\$79,400.00	\$79,400.00
11. Electrical	1 LS	\$58,806.21	\$58,806.21	\$75,757.00	\$75,757.00	\$61,400.00	\$61,400.00
12. Water Supply and DWV Piping	1 LS	\$9,715.50	\$9,715.50	\$13,144.00	\$13,144.00	\$6,200.00	\$6,200.00
TOTAL BASE BID (Verified)			\$628,636.46		\$666,773.00		\$578,001.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids which were opened at Clearwater Consultants on November 11, 2015 at 3:00 p.m local time for the captioned project.
Items in bold italics indicate corrected mathematical extensions.



Carey F. Hardin, P.E.
Mississippi Registration No. 7432



Starkville-George M. Bryan Field
8-Unit Tee Hangar Building
TABULATION OF BIDS RECEIVED November 11, 2015
For Contract B- Construction (Re-Bid)
Additive Alternate

ITEM	QUANTITY	Byrum Construction		Gregory Construction		T & M Steel	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
13 ^A Storm Drain System	1 LS	\$28,000.00	\$28,000.00	\$19,815.00	\$19,815.00	\$24,700.00	\$24,700.00
14 ^A Painting	1 LS	\$17,920.00	\$17,920.00	\$27,169.00	\$27,169.00	\$22,816.00	\$22,816.00
TOTAL ADDITIVE ALTERNATE BASE BID (Verified)			\$45,920.00		\$46,984.00		\$47,516.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids which were opened at the Clearwater Consultants on November 11, 2015 at 3:00 p.m local time for the captioned project.
Items in bold italics indicate corrected mathematical extensions.



Carey F. Hardin, P.E.
Mississippi Registration No. 7432





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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: NOVEMBER 17, 2015
PAGE: 1

SUBJECT: REQUEST APPROVAL TO ACCEPT LOWEST AND BEST BID RECEIVED FOR CONTRACT B- CONSTRUCTION OF 8-UNIT TEE HANGAR AND RELATED APPURTENANCES

AMOUNT & SOURCE OF FUNDING MDOT Multi-Modal Grant Project No. MM-0068-0615 in the Amount of \$397,816.00 and a loan for the match of \$271,505.00 for a total project of \$669,321.00

FISCAL NOTE: BOA Accepted the MDOT Multi-Modal Grant Project No. MM-0068-0615 in the Amount of \$397,816.00 with permission to acquire a loan for the match of \$271,505.00 for a total project of \$669,321.00 on July 15, 2014

AUTHORIZATION HISTORY: Both grant acceptance and loan agreement previously approved by Airport Board and Board of Alderman

**REQUESTING
DEPARTMENT:** AIRPORT

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Carey Hardin 323-6000

SUGGESTED MOTION: Move to award Contract B for construction of 8-Unit Tee Hangar building and related appurtenances to T&M Steel Erectors, Inc.

Starkville-George M. Bryan Field
8-Unit Tee Hangar Building
TABULATION OF BIDS RECEIVED November 11, 2015
For Contract B- Construction (Re-Bid)

ITEM	QUANTITY	UNIT PRICE	Byrum	UNIT PRICE	Gregory	UNIT PRICE	T & M
			Construction		Construction		Steel
			TOTAL		TOTAL		TOTAL
1. Unclassified Excavation	3,700 CY	\$8.57	\$31,709.00	\$5.20	\$19,240.00	\$5.00	\$18,500.00
2. Select Borrow Material	2,500 CY	\$20.73	\$51,825.00	\$25.40	\$63,500.00	\$14.50	\$36,250.00
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Carey F. Hardin, P.E.
Mississippi Registration No. 7432



Starkville-George M. Bryan Field
 8-Unit Tee Hangar Building
 TABULATION OF BIDS RECEIVED November 11, 2015
 For Contract B- Construction (Re-Bid)
 Additive Alternate

ITEM	QUANTITY	Byrum Construction		Gregory Construction		T & M Steel	
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TOTAL ADDITIVE ALTERNATE BASE BID (Verified)			\$45,920.00		\$46,984.00		\$47,516.00

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Items in bold italics indicate corrected mathematical extensions.



Carey F. Hardin, P.E.
 Mississippi Registration No. 7432





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

AGENDA ITEM DEPT.: Community Development-Planning
AGENDA DATE: 11-17-15
PAGE: 1 of 9

SUBJECT: VA 15-06: Scott Sanford requesting relief by variance from Appendix A, Article Vi, Section B, Location of accessory structures on residential lots.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board of Adjustments and Appeals voted to recommend approval of the variance request by Scott Sanford for an expansion of an existing nonconforming accessory building in the sideyard of his residence located at 506 Critz Street on October 28th. The existing structure is located within the sideyard of the house, but does not violate any setbacks for R-2 zoning. Mr. Sanford is proposing to add onto the structure to allow for more storage and shop space.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders
(662) 323-2525, Ext. 3119

FOR MORE INFORMATION CONTACT: Daniel Havelin at 662-323-2525, Ext. 3136

SUGGESTED MOTION:

Move to approve VA 15-06 variance request from Appendix a, Article VI, Section B Location of Accessory Structures on Residential Lots for 506 Critz Street.

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

STAFF REPORT

TO: Members of the Board of Adjustments & Appeals
FROM: Daniel Havelin (662-323-2525 ext. 136)
SUBJECT: VA 15-06 Scott Sanford, Accessory Structure Variance, 506 Critz Street, Zoned R-2, Ward 5,
Expansion of an existing non-conforming accessory structure, Applicant/Owner: Scott Sanford
DATE: October 28, 2015

AREA:

The subject property is located at 506 Critz Street. The parcel is in an R-2 Single Family/Duplex zone.

PROPOSED USE & BACKGROUND:

The applicant, Scott Sanford, is requesting a variance from the location of accessory structure on residential lots requirement. The applicant has an existing shed/building located within the front and side yard of an existing house. The applicant would like to modify the existing shed/building to increase the amount of storage.

Please see Attachments 1-6.

VARIANCE REQUESTS:

APPENDIX A – ZONING, ARTICLE VI. – GENERAL PROVISIONS

Sec. B. - Location of accessory structures on residential lots.

Accessory structures in residential districts and on any lot used primarily for residential purposes shall conform to the following regulations:

1. No accessory structure shall be erected in any required front or side yard. Accessory structures shall not exceed 45 feet in height except as provided in article VII hereof, and shall not cover more than 30 percent of any required rear yard and shall be at least five feet from any other structure on the same lot.
2. On any lot adjoining along its side lot line another lot which is in a residential district, no part of any accessory building which is not an integral part of the main building shall be located within 60 feet of any front lot line.
3. On any corner lot adjoining in the rear another lot which is in a residential district, no part of any structure within 25 feet of the common lot line shall be nearer the side street lot line than the least depth of any front yard required for a dwelling on such adjoining lot along such side street.

4. It is the intent of this ordinance that accessory structures shall not include living quarters.
5. Projecting architectural features. Every part of a required yard shall be open and unobstructed from the ground to the sky except for permitted accessory structures and for the ordinary projections of sills, beltcourses, cornices, buttresses, eaves and similar architectural features, provided that such projections shall not extend more than two feet into any required yard. Open fire escapes may extend into any required yard not more than 3½ feet.
6. Fences and walls. No fence or wall that obstructs sight shall be erected or altered in any required front yard to exceed a height of three feet.

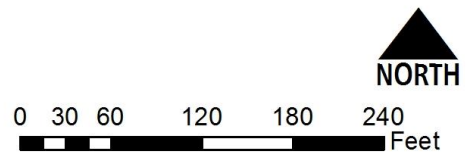
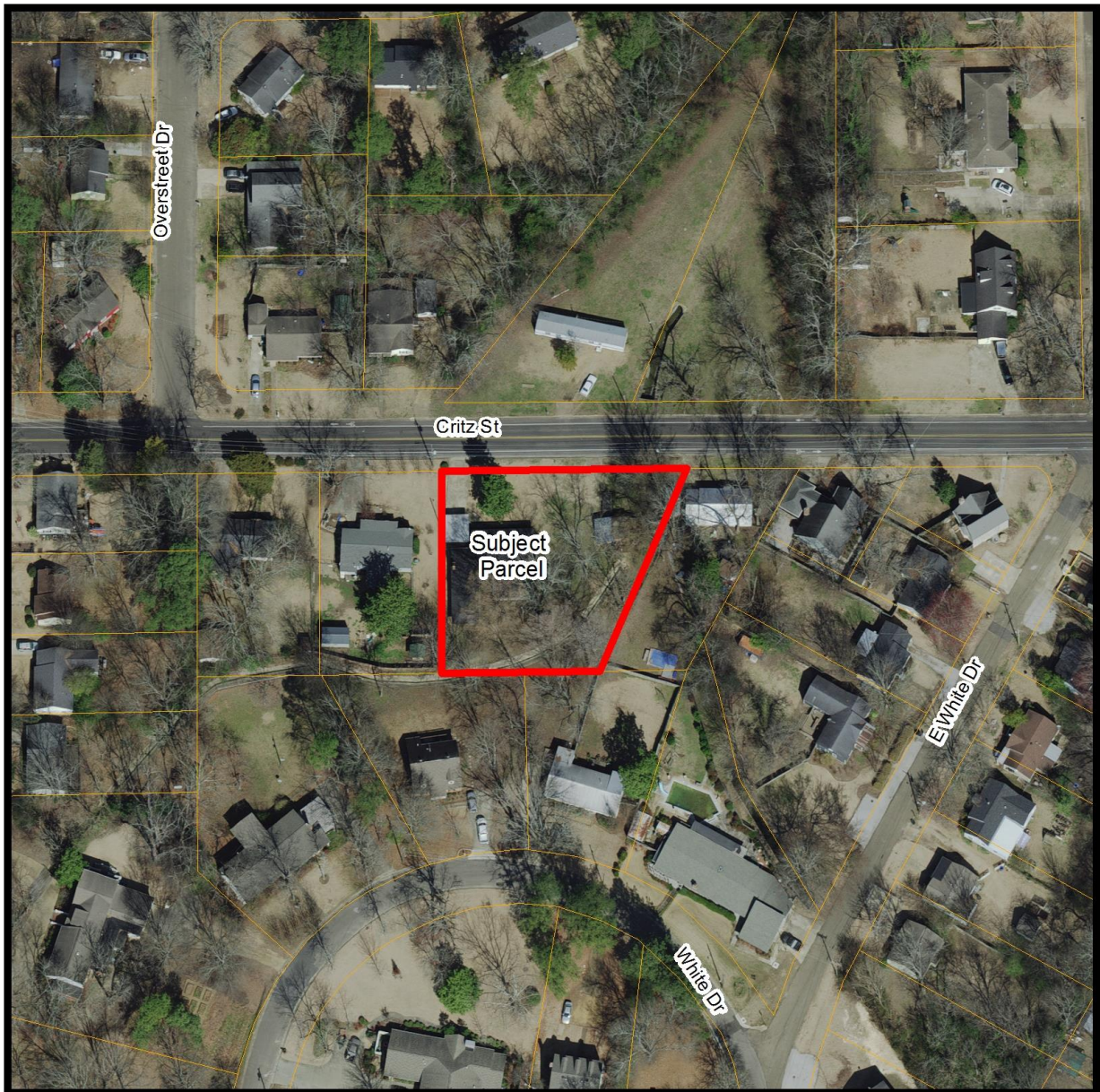
VARIANCE REQUEST REQUIREMENTS:

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

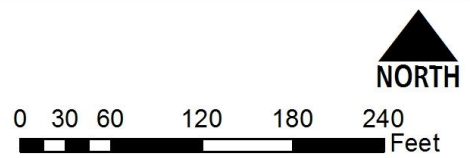
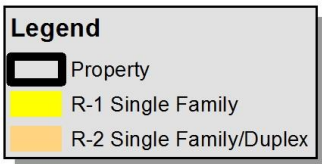
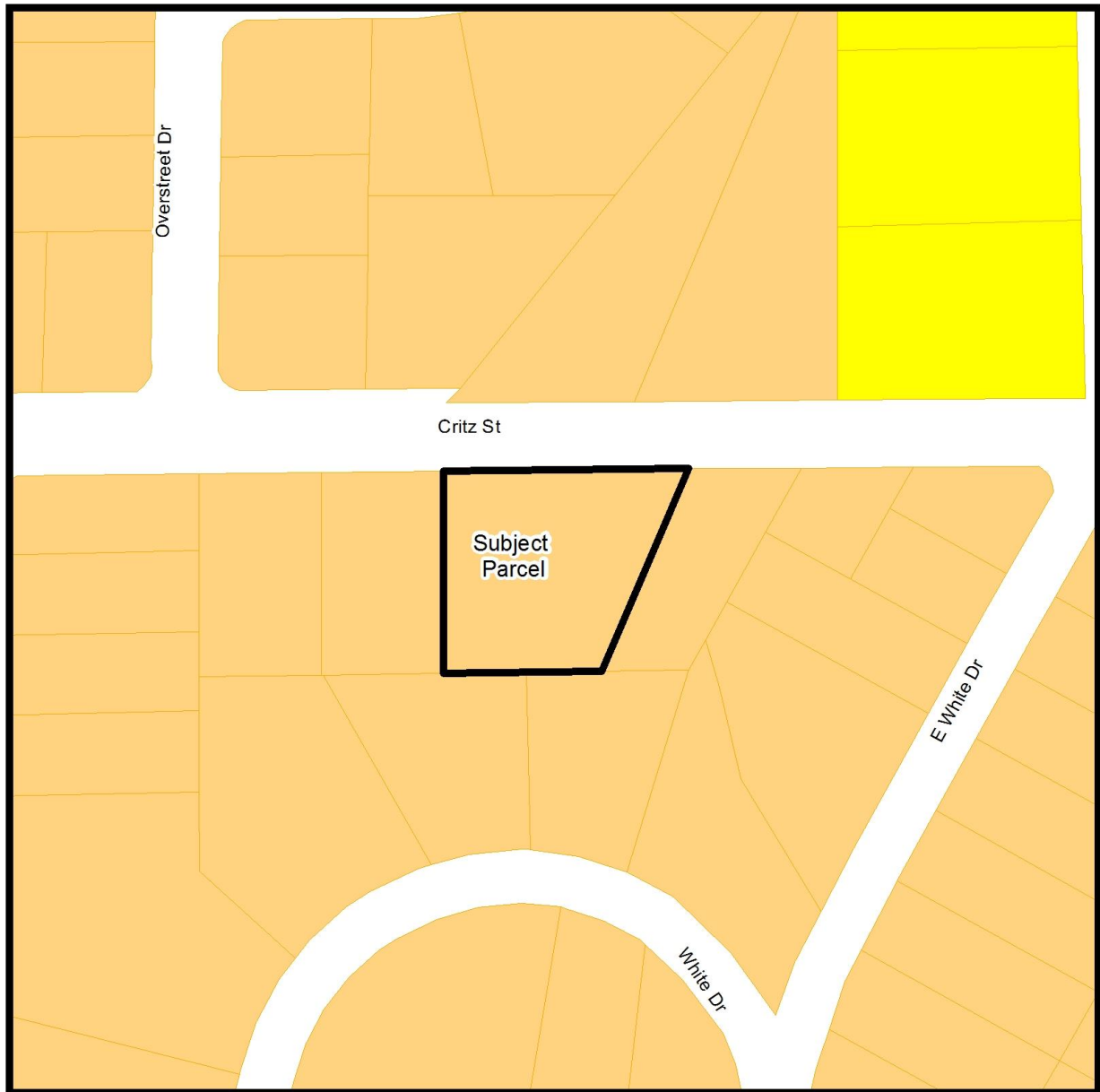
To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the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

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

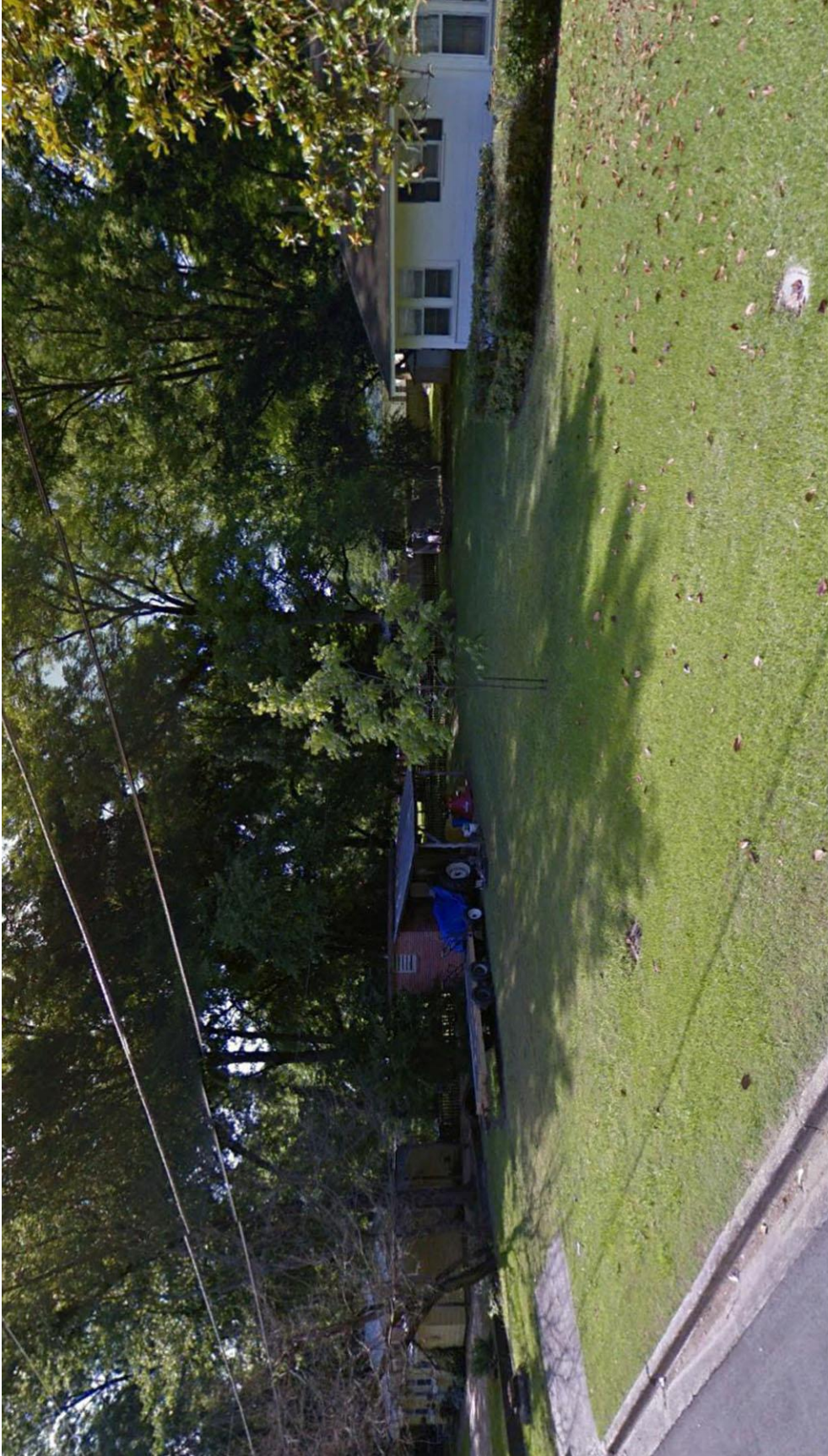
Attachment 1
VA 15-06 Aerial



Attachment 2
VA 15-06 Zoning

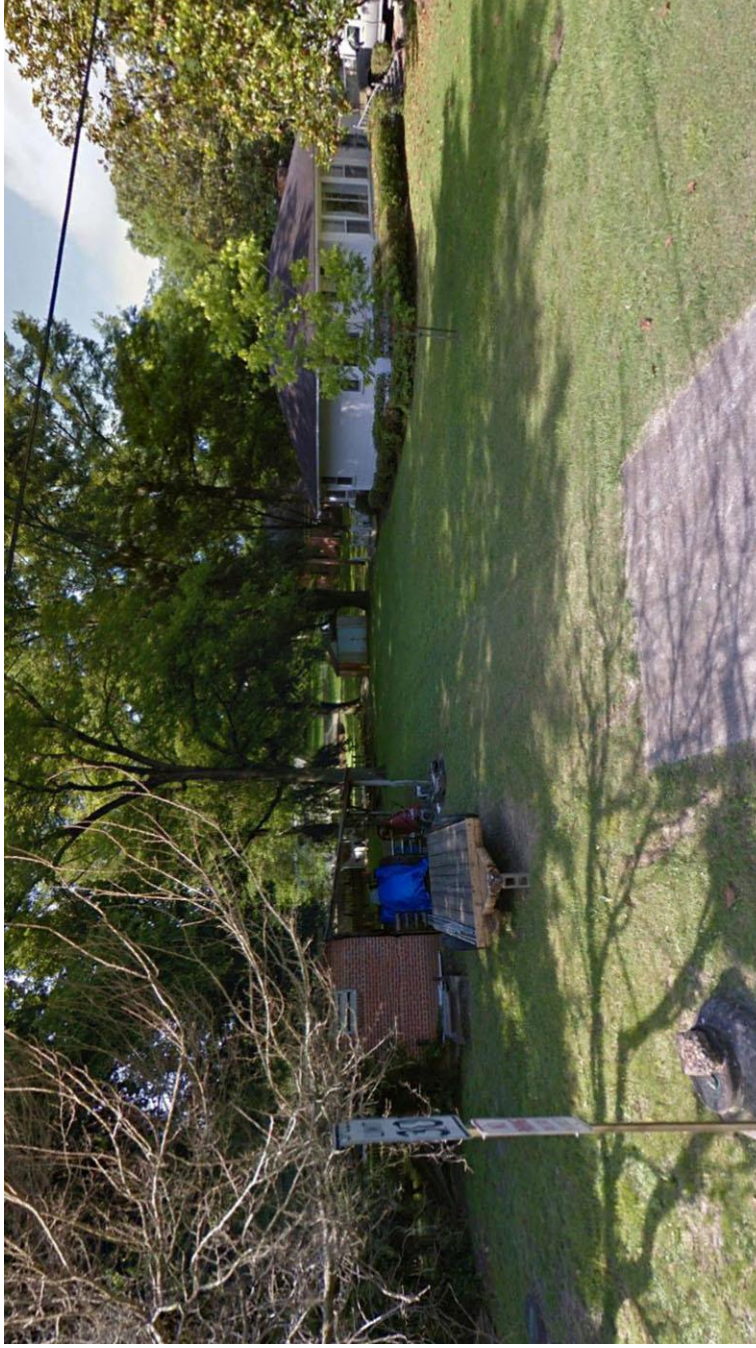


Attachment 3



View of shed and house looking southeast

Attachment 4

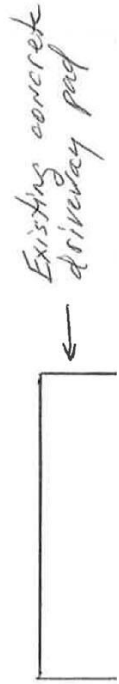
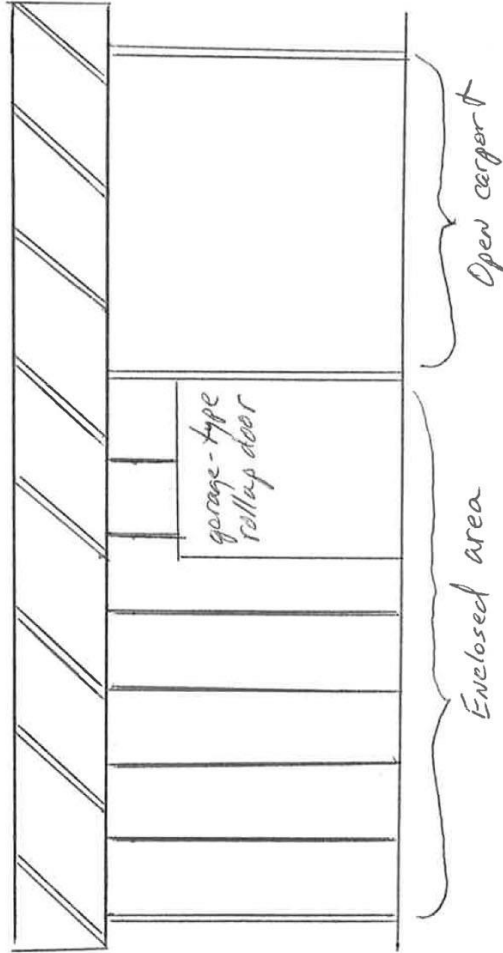


View of shed and house looking south

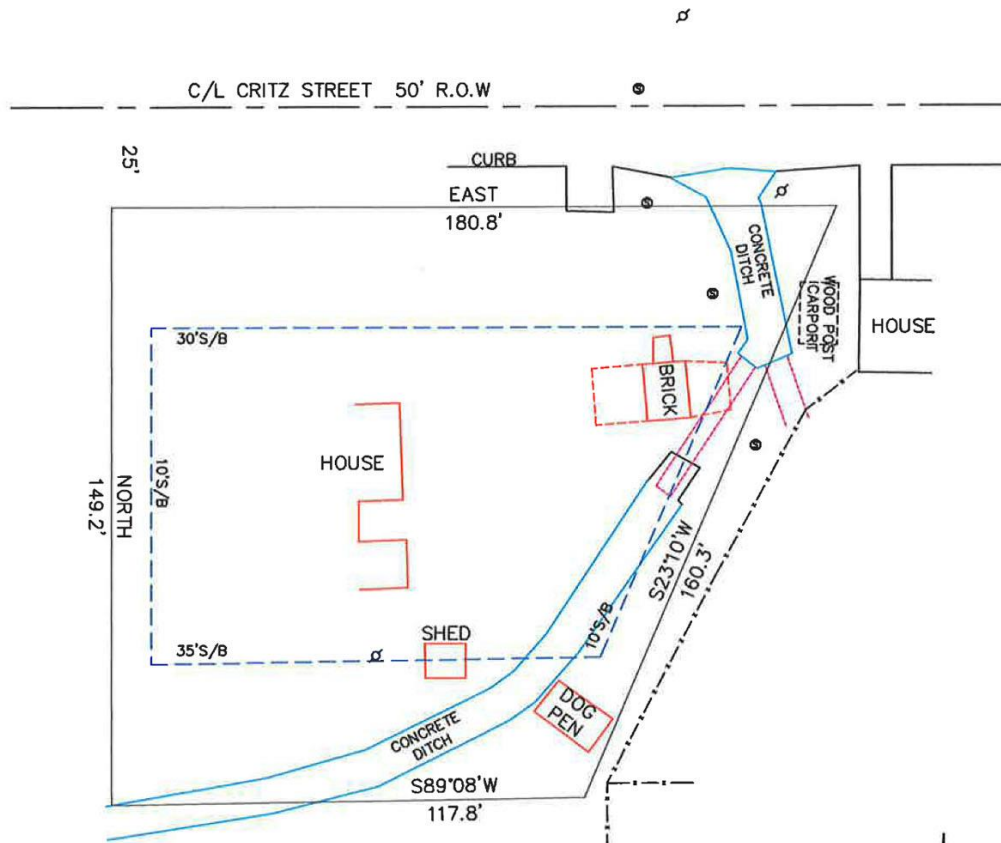
Attachment 5
Applicant Sketch

Sanford
9/29/2015

Exhibit "A"
Proposed structure on concrete slab
comprised of enclosed building and
open carport area, under single roof



Attachment 6 Survey



SURVEY PARTY:
ERIC KOIVA
DEREK CADDIS
RYAN STRICKLAND
DATE OF FIELD WORK: AUGUST 14, 2015

CLASS "D" SURVEY

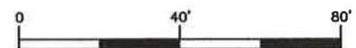
NOTES:
BEARINGS CENTERLINE OF CRITZ STREET
DISTANCES BY E.D.M.
CALCULATIONS BY COMPUTER
SURVEY PERFORMED WITHOUT CURRENT TITLE SEARCH

C:\ACAD\15060\dwg\15060.dwg - ERIC KOIVA

MICHAEL G. BRENT
MISS. PLS #2738
BRENT ENGINEERING SERVICE, INC.
507-A M.L. KING DRIVE
STARKVILLE, MISSISSIPPI
662-324-0713

REFERENCE:
DEED BOOK 2013 PAGE 7074
1951 CITY OF STARKVILLE MAP
1974 CITY OF STARKVILLE MAP

- FOUND IRON PIN
- SET 1/2" REBAR
- x - FENCE



Scale: 1" = 40'



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

AGENDA ITEM DEPT.: Community Development-Planning
AGENDA DATE: 11-17-15
PAGE: 1 of 13

SUBJECT: PP 15-17: Request for Preliminary Plat approval for subdividing one lot into two lots located +/-0.27 miles south of the Garrard Road and Hwy 12 East intersection on the east side of Hwy 12 East with the parent parcel number 117F-00-008.00

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: Carlson Consulting Engineers is current developing plans for the proposed 42,000 sqft Walmart Neighborhood Market and fuel station. As part of this development, they are proposing to construct a new public street that will provide access to Highway 12 East. The new road will consist of two travel lanes with a center turn lane. This road will also provide access for future developments to the south and east of the proposed parcel. The Planning and Zoning Commission voted to recommend approval with conditions of the Preliminary Plat request by Carlson Consulting Engineers on behalf of Development Enterprises of Starkville on November 10th.

Conditions

1. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate city staff prior to the commencement of any construction activities at the site.
2. When required improvements are complete the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
3. All cost associated with MDOT approved traffic signal are to be paid for by the applicant. Traffic signal arm and associated equipment shall be chosen by the City. Traffic signal arm and associated equipment shall be installed to the City's satisfaction prior to a Certificate of Occupancy being issued.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders
(662) 323-2525, Ext. 3119

FOR MORE INFORMATION CONTACT: Daniel Havelin at 662-323-2525, Ext. 3136

SUGGESTED MOTION:

Move to approve PP 15-17 Preliminary Plat with three conditions recommended by Planning and Zoning Commission.

**HISTORIC
STARKVILLE**
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525)
CC: Applicant: Carlson Consulting Engineers Owner: Development Enterprises of Starkville, LLC
SUBJECT: PP 15-17 Request for Preliminary Plat approval for subdividing one lot into two lots located +/-0.27 miles south of the Garrard Road and Hwy 12 East intersection on the East side of Hwy 12 East with the parent parcel number 117F-00-008.00
DATE: November 10, 2015

BACKGROUND INFORMATION:

The purpose of this report is to provide information regarding the request by Carlson Consulting Engineers, Inc on behalf of Development Enterprises of Starkville, Inc for approval of a Preliminary Plat for subdividing one lot into two lots with right of way. The proposed lots would be located +/-0.27 miles south of the Garrard Road and Hwy 12 East intersection on the East side of Hwy 12 East. The parent parcel is +/- 41.37 acres and is zoned C-2 General Business. Carlson Consulting Engineers is current developing plans for the proposed 42,000 sqft Walmart Neighborhood Market and fuel station. As part of this development, they are proposing to construct a new public street that will provide access to Highway 12 East. The new road will consist of two travel lanes with a center turn lane. This road will also provide access for future developments to the south and east of the proposed parcel. The applicant will add a traffic signal at the intersection of the proposed road and Highway 12 East. The Development Review Committee has already review and commented on the plat on October 29th of 2015. Please see attachments 1-4.

Below is information pertaining to C-2 General Business Zoning District

Sec. L. - C-2 business (general business) zoning district regulations.

These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]

1. See chart for uses permitted.
2. See chart for uses which may be permitted as an exception.
3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.
5. Maximum height of building or structures: 45 feet.
6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.
7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.
8. All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.
 - a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.
 - b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.
 - c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.
9. All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

(Ord. No. 2014-4, 9-16-14)

PLAT PROPOSAL

General Information

The proposed parcel is +/-7.58 acre. The parcel is located within a C-2 General Business district.

Easements and Dedications

One street with a 70' right of way will be dedicated as part of this plat. Ten foot easements for utilities are shown on the plat.

Findings and Comments

All utility connections are currently available.

Is this lot a part of a previously platted subdivision? If so, were letters of authorization provided by adversely affect property owners adjacent to the parcel.

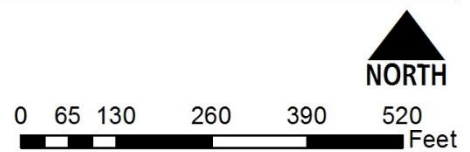
This parcel is not a part of a platted subdivision. No authorization needed

CONCLUSIONS

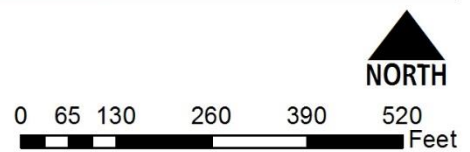
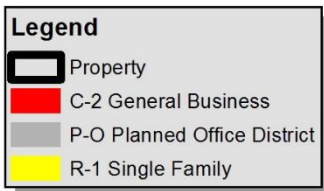
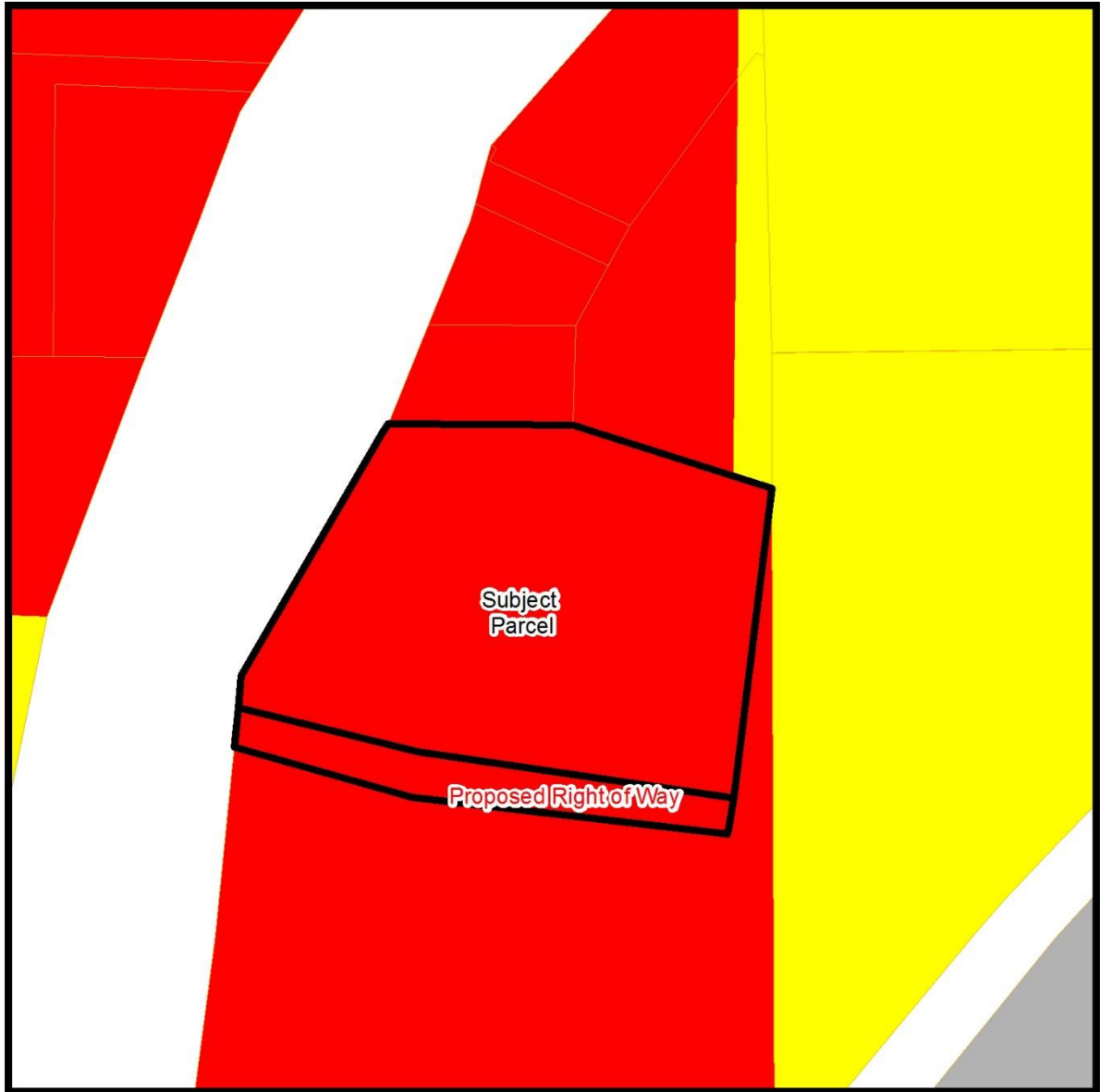
If the Planning and Zoning Commission decides to approve the Applicant's request for a preliminary plat for a lot subdivision, Staff request the following condition:

1. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate city staff prior to the commencement of any construction activities at the site.
2. When required improvements are complete the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
3. All cost associated with MDOT approved traffic signal are to be paid for by the applicant. Traffic signal arm and associated equipment shall be chosen by the City. Traffic signal arm and associated equipment shall be installed to the City's satisfaction prior to a Certificate of Occupancy being issued.

Attachment 1
PP 15-17 Aerial



Attachment 2
PP 15-17 Zoning



PRELIMINARY SUBDIVISION PLAT

WALMART NEIGHBORHOOD MARKET

#5459-00

STARKVILLE, MISSISSIPPI

HIGHWAY 12 - 0.35 MILES SOUTH OF PAT STATION ROAD

WALMART, NEW #5459-00, STARKVILLE, MISSISSIPPI
P.O. BOX 5459, STARKVILLE, MS 39759

WALMART, NEW #5459-00, STARKVILLE, MISSISSIPPI	UTILITY RESPONSIBILITIES
OWNER: WALMART STORES, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT	OWNER: WALMART STORES, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT
DEVELOPER: WALMART STORES, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT	DEVELOPER: WALMART STORES, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT
APPLICANT ENGINEER: CARLSON CONSULTING ENGINEERS, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT	APPLICANT ENGINEER: CARLSON CONSULTING ENGINEERS, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT
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PLAT: CARLSON CONSULTING ENGINEERS, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT	PLAT: CARLSON CONSULTING ENGINEERS, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT
RECORDING: CARLSON CONSULTING ENGINEERS, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT	RECORDING: CARLSON CONSULTING ENGINEERS, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT
NOTARIAL: CARLSON CONSULTING ENGINEERS, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT	NOTARIAL: CARLSON CONSULTING ENGINEERS, INC. P.O. BOX 5459, STARKVILLE, MS 39759 (662) 323-3554 SHELTON JONES, PRESIDENT
WALMART, NEW #5459-00, STARKVILLE, MISSISSIPPI	WALMART, NEW #5459-00, STARKVILLE, MISSISSIPPI



VICINITY MAP

OWNER:
DEVELOPMENT ENTERPRISES OF STARKVILLE, INC.
P.O. BOX 5459, STARKVILLE, MS 39759
(662) 323-3554
SHELTON JONES, PRESIDENT



DEVELOPED BY:

WALMART STORES, INC.
P.O. BOX 5459, STARKVILLE, MS 39759
(662) 323-3554
SHELTON JONES, PRESIDENT

APPLICANT ENGINEER:

CARLSON CONSULTING ENGINEERS, INC.
P.O. BOX 5459, STARKVILLE, MS 39759
(662) 323-3554
SHELTON JONES, PRESIDENT

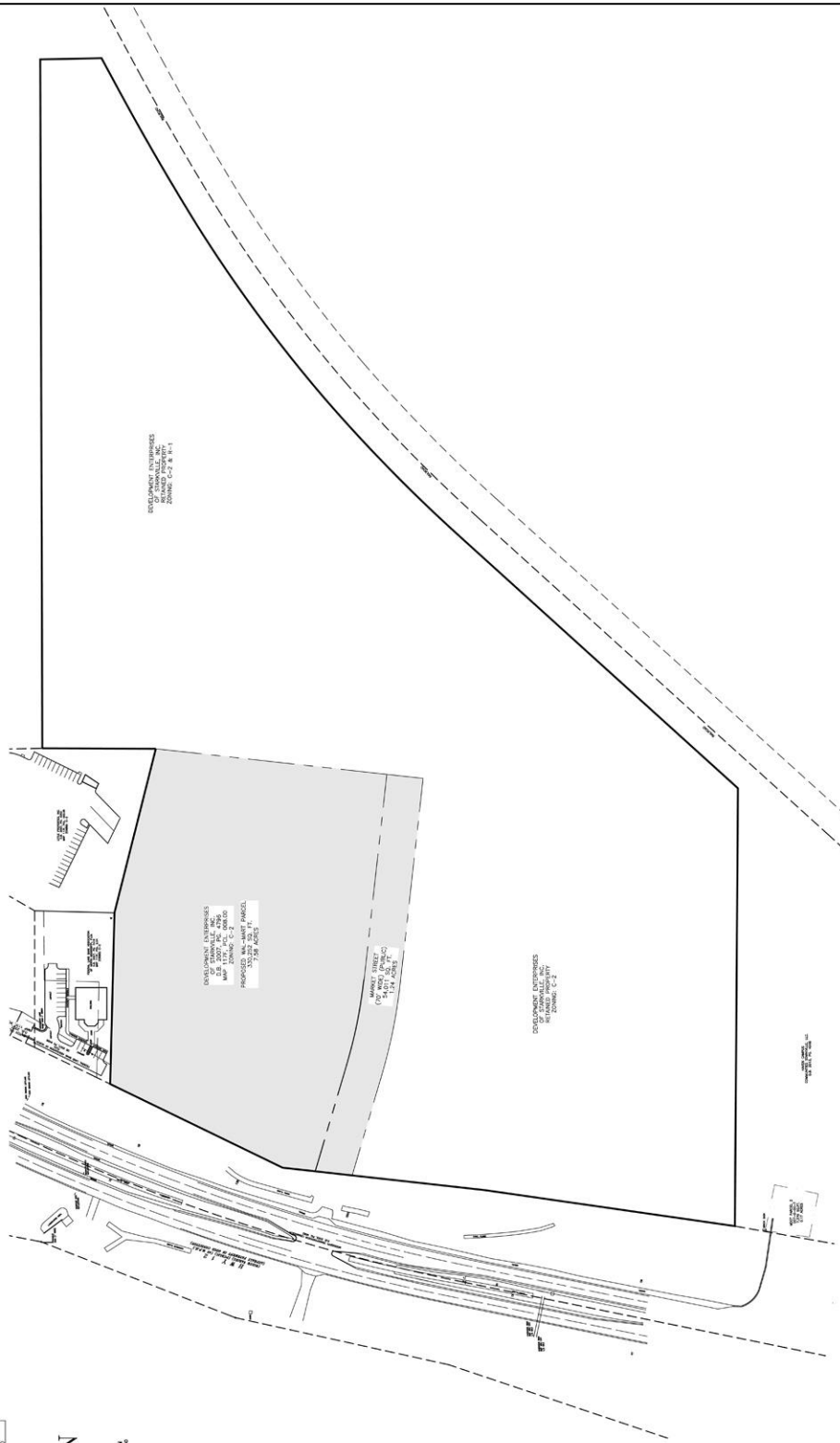
ENGINEER:

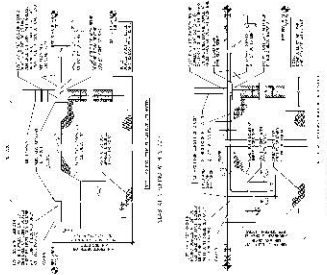
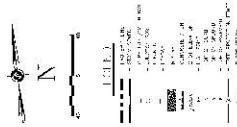
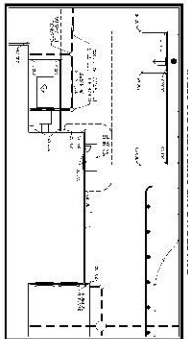
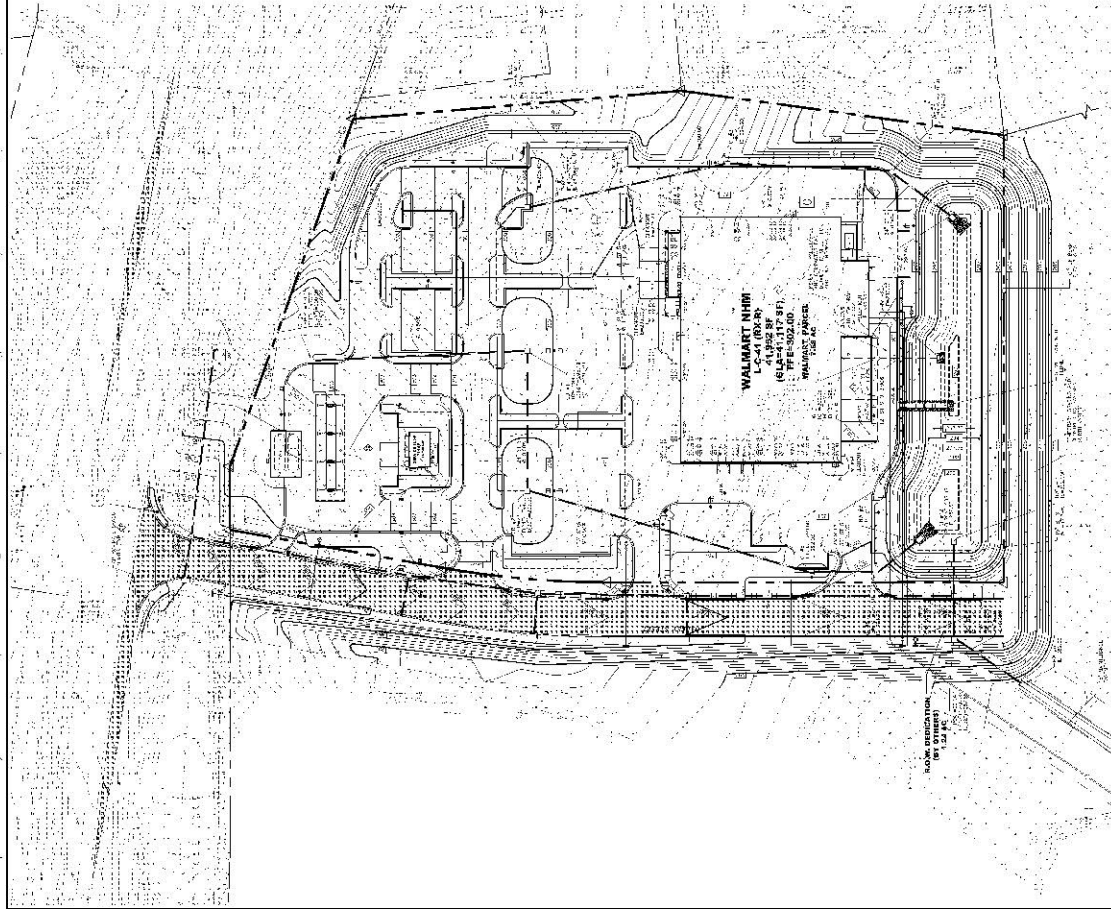
CARLSON CONSULTING ENGINEERS, INC.
P.O. BOX 5459, STARKVILLE, MS 39759
(662) 323-3554
SHELTON JONES, PRESIDENT



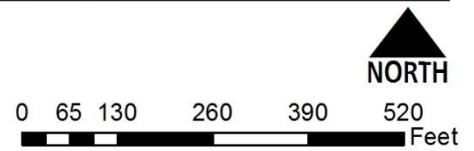
THE SYSTEM FOR THE WALMART PORTION OF THIS PROJECT SHALL BE THE SYSTEM FOR THE WALMART PORTION OF THIS PROJECT. ALL NECESSARY NOTIFICATIONS AND/OR CERTIFICATIONS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION SHALL BE OBTAINED BY THE WALMART PORTION OF THIS PROJECT. THE WALMART PORTION OF THIS PROJECT SHALL BE THE WALMART PORTION OF THIS PROJECT.

NOTICE TO CONTRACTOR: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOTIFICATIONS AND/OR CERTIFICATIONS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY NOTIFICATIONS AND/OR CERTIFICATIONS REQUIRED BY THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION AND CONSTRUCTION.



[illegible][illegible]

Attachment 5 Site Plan Aerial





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

AGENDA ITEM DEPT.: Community Development-Planning
AGENDA DATE: 11-17-15
PAGE: 1 of 12

SUBJECT: FP 15-16: Request for Final Plat approval for subdividing one lot into five lots at the southwest corner of the intersection of Garrard Road and Hwy 12 East with the parcel number 117F-00-002.00

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: HPM Development LLC is requesting Final Plat approval for subdividing one parcel into five. The proposed lots would be located at the southwest corner of the intersection of Garrard Road and Hwy 12 East. The current parcel is +/- 25.69 acres and is zoned C-2 General Business. HPM Development is current in the planning stages for constructing car dealerships on several of the lots. As part of this development, they are proposing to construct a new public street that will connect Garrard road with Old West Point Road. The Preliminary Plat was approved by the Board of Aldermen on October 20, 2015. The Planning and Zoning Commission voted to recommend approval with three conditions of the Final Plat request by HPM Development LLC on November 10th.

Conditions

1. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate city staff prior to the commencement of any construction activities at the site.
2. Bond in the amount of 200% of the engineering cost estimate which will be based on an approved set of infrastructure plans. The bond must meet the standards set forth in the City of Starkville's subdivision ordinance and must meet the City Attorney's approval. The bond is to be approved and executed prior to the case going before the Board of Aldermen for final plat approval.
3. When required improvements are complete the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders
(662) 323-2525, Ext. 3119

FOR MORE INFORMATION CONTACT: Daniel Havelin at 662-323-2525, Ext. 3136

SUGGESTED MOTION:

Move to approve FP 15-16 Final Plat with three conditions recommended by Planning and Zoning Commission.

THE CITY OF STARKVILLE
COMMUNITY DEVELOPMENT DEPT
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

TO: Members of the Planning & Zoning Commission
FROM: Daniel Havelin, City Planner (662-323-2525)
CC: Applicant: HPM Development, LLC
SUBJECT: FP 15-16, Request for Final Plat approval for subdividing one lot into five lots at the southwest corner of the intersection of Garrard Road and Hwy 12 East with the parcel number 117F-00-002.00
DATE: November 10, 2015

BACKGROUND INFORMATION:

The purpose of this report is to provide information regarding the request by HPM Development LLC for approval of a Final Plat for subdividing one parcel into five lots. The proposed lots would be located at the southwest corner of the intersection of Garrard Road and Hwy 12 East. The current parcel is +/- 25.69 acres and is zoned C-2 General Business. HPM Development is current in the early planning stages for constructing car dealerships on several of the lots. As part of this development, they are proposing to construct a new public street that will connect Garrard road with Old West Point Road. The new road, labeled Parker-McGile Road on the plat, will service lots one, two, four, and five. Lot three will access Highway 12 by means of an easement through private property. The Development Review Committee has already review and commented on the plat on August 27th of 2015. Please see attachments 1-6.

Below is information pertaining to C-2 General Business Zoning District

Sec. L. - C-2 business (general business) zoning district regulations.

These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]

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

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

- 4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.*
- 5. Maximum height of building or structures: 45 feet.*
- 6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.*
- 7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.*
- 8. All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.*
 - a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.*
 - b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.*
 - c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.*
- 9. All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.*

(Ord. No. 2014-4, 9-16-14)

PLAT PROPOSAL

General Information

The proposed parcel is +/-25.69 acre. The parcel is located within a C-2 General Business district

Easements and Dedications

One street with a varying right of way of 50-60' will be dedicated as part of this plat. Ten foot easements for utilities are shown on the plat.

Findings and Comments

All utilities are currently available for proposed parcel.

Is this lot a part of a previously platted subdivision? If so, were letters of authorization provided by adversely affect property owners adjacent to the parcel.

This parcel is not a part of a platted subdivision. No authorization needed

CONCLUSIONS

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

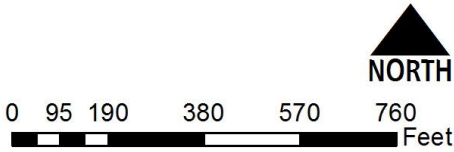
1. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate city staff prior to the commencement of any construction activities at the site.
2. Bond in the amount of 200% of the engineering cost estimate which will be based on an approved set of infrastructure plans. The bond must meet the standards set forth in the City of Starkville's subdivision ordinance and must meet the City Attorney's approval. The bond is to be approved and executed prior to the case going before the Board of Aldermen for final plat approval.
3. When required improvements are complete the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.

Attachment 1
FP 15-16 Aerial

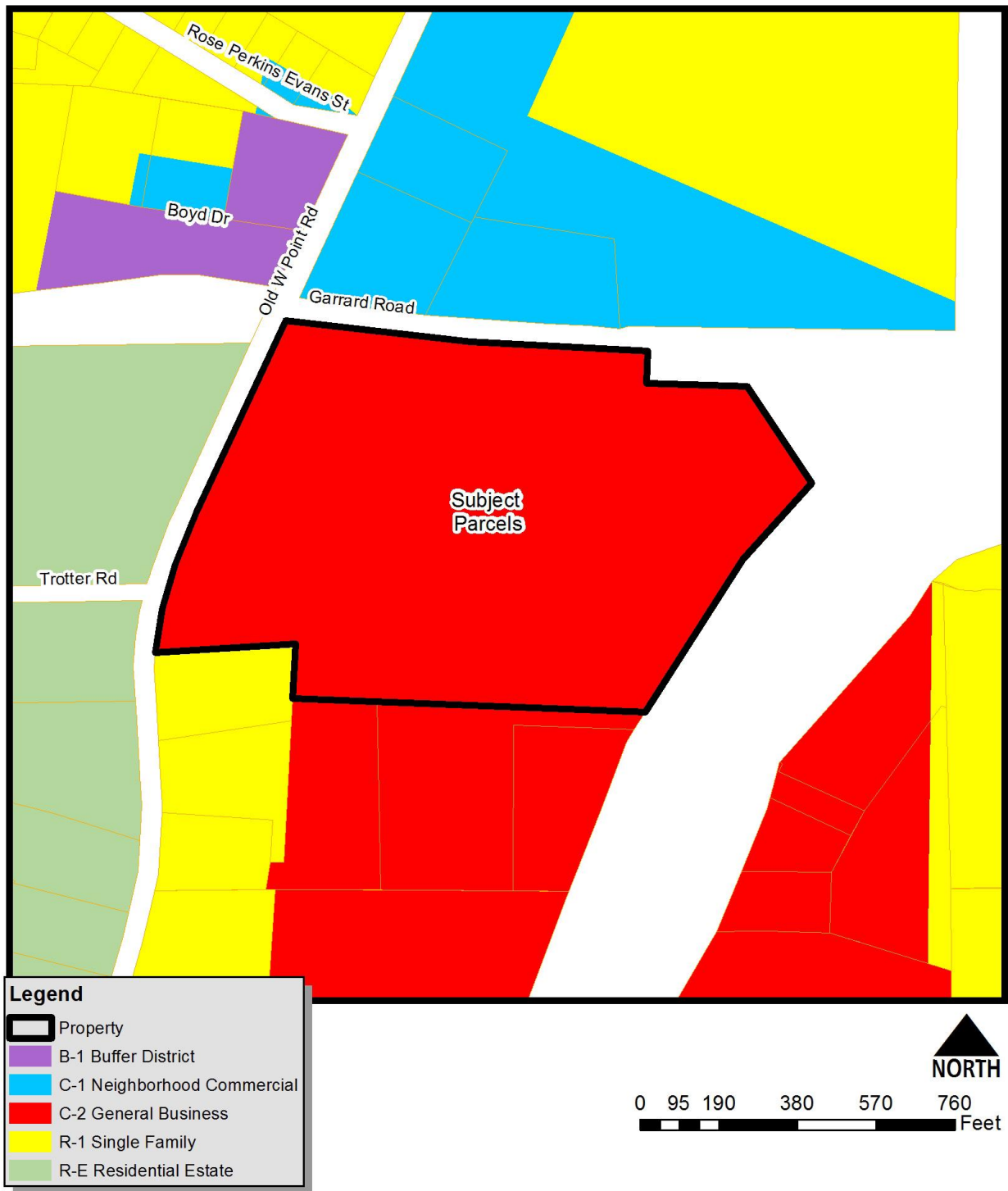


Legend

 Property



Attachment 2
FP 15-16 Zoning



Attachment 4



View looking northwest at the subject property



View looking southwest at the subject property

Attachment 6



View looking southeast at subject property



NAS SURETY GROUP

North American Specialty Insurance Company
Washington International Insurance Company

PERFORMANCE BOND

Bond No. 2208050

KNOW ALL MEN BY THESE PRESENTS: That HPM Development, LLC

(insert name and address, or legal title, of contractor)

P.O. Box 969 Brandon, MS 39043

as Principal,

hereinafter called Contractor, and North American Specialty Insurance Company

as Surety,

hereinafter called Surety, are held and firmly bound unto City of Starkville

(insert name and address, or legal title, of owner)

101 E. Lampkin St. Starkville, MS 39759

as Obligor, hereinafter called Owner in the

amount of Two Million Twenty Two Thousand Six Hundred Eighty Seven Thousand & No/100 Dollars (\$2,022,687.00)
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated November 9, 2015 entered into a Contract with
Owner for Parker McGill Automotive - Infrastructure
which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

The term of this bond shall be for one year beginning the 9th day of November, 2015 and ending the 30th
day of November, 2016. Provided, however, that this bond may be continued in force by Continuation
Certificate, executed by the Surety. Non-renewal or cancellation of the bond shall not constitute a default under the bond or be
the basis or trigger for a claim.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully
perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed
Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and
conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract
between such bidder and Owner and make available as work progresses (even though there should be a default or a
succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to
pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages
for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of
the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the
Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of one (1) year from the date on which Contractor
ceases work on the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named
herein or the heirs, executors, administrators or successors of Owner

Signed, sealed and dated November 11, 2015

HPM Development, LLC

By

Steve Wright - Treasurer

North American Specialty Insurance Company

Surety

By

Kimberly B. Barhum
Attorney-In-Fact Kimberly B. Barhum

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JIM E. BRASHIER, TROY P. WAGENER, LOREN RICHARD HOWELL, JR., KATHLEEN B. SCARBOROUGH, JOHN B. SNEED,
NORMA J. McMAHON, ANDREW P. RICE, DAVID ROBIN FORTENBERRY, SHARON TUTEN, KIMBERLY B. BARHUM,

ANDREW P. UNDERWOOD, RICHARD TEB JONES, MARY NORVAL, and DEWEY E. BRASHIER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

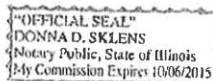
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of March, 2014.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss

On this 26th day of March, 2014, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies



Donna D. Sklens
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 11th day of November, 2015

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



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

AGENDA ITEM DEPT.: Community Dev. - Planning
AGENDA DATE: November 17, 2015
PAGE:

SUBJECT: RZ 15-05: Rezoning request by Capital Growth Properties of the following parcels:

101C-00-002.00: Rezoning request from T-4 to T-6

101C-00-001.00: Rezoning request from C-2 to T-6

101D-00-001.00; 101D-00-002.00; 101D-00-003.00; 101D-00-004.00 from T-5 to T-6

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: Planning and Zoning Commission: October 13, 2015:
Recommendation of approval with conditions:

1. Buildings within one hundred and seventy feet of University Drive not exceed four stories in height.
2. The first floor of buildings adjacent to University Drive are to be retail.
3. Buildings along western line adjacent to R-1 property will be required to have a buffer.
4. In addition to the site being required to meet the requirements of the current Stormwater Ordinance, post-development runoff cannot exceed pre-development runoff at the point of sub-basin discharge for a 2 and 10 year event.
5. A traffic study will need to be submitted to City staff prior to Board of Aldermen meeting.
6. There be a Construction easement via Collegeview Street.

Planning and Zoning Commissioner's Votes:

Jason Camp, Ward 1	Nay
Jim McReynolds, Ward 2	Yea
Tom Walker, Ward 3	Yea
Michael Brooks (Chair), Ward 4	Not voting
Patrick Miller, Ward 5	Nay
Ira Loveless, Ward 6	Yea
John Moore, Ward 7	Yea

Public Notice: An ad in the *Starkville Daily News*, letters to adjacent property owners within three hundred feet of subject rezoning property lines, and a notice sign placed along University Drive were completed fifteen days prior to November 17, 2015.

REQUESTING

DEPARTMENT: Community Development - Planning

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

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

SUGGESTED MOTION: "Move approval of Rezoning RZ 15-05 with the conditions per the minutes of the October 13, 2015 Starkville Planning and Zoning Commission Hearing."

PROJECT IMPACT - TRAFFIC

When developing any parcel of land, impact on traffic is always of concern, ensuring the (new) volume generated isn't overly taxing on the area

The Team engaged traffic consultants (Skipper Engineering) to assess the level of impact this project would have on traffic in the area

The consultants, with help from the Institute of Transportation Engineers; Transportation Research Board; the City of Starkville; Traffic Data, LLC; and field reconnaissance efforts, concluded that this project will have little impact on the neighborhood or surrounding area

In fact, the following statement provided by the traffic consultants provides even more detailed thought:

"Student housing in close proximity to desired destinations (i.e., class, restaurants, entertainment, shopping) tend to reduce vehicle trips. We have conducted student interviews on university campuses throughout the southeast as a part of transit studies. Through the interview process, we have found students that live within approximately 1/2 mile of their desired destination prefer to walk rather than drive a personal vehicle or take transit. Therefore, we can assume that student housing located within a 1/2 mile of desired destinations will reduce travel on the roadways in the area."

PROJECT IMPACT - TRAFFIC

EXISTING TRAFFIC CONDITIONS

Existing Traffic Counts

Morning, and afternoon peak hour turning movement counts were obtained at the intersections of University Drive and Camp Avenue/Creamery Drive and University Drive and the site of the proposed access drive / toward Muldrow Avenue. The turning movement counts are depicted in Figure 1.

Existing Intersection Capacity Analysis

Using methods as outlined in the Highway Capacity Manual, the existing capacity and operation of the study intersections were analyzed. According to this method of analysis, traffic signalized and unsignalized intersections are expressed as levels of service ranging from "A" (best) to "F" (worst); in general, a level of service (LOS) "C" is considered desirable, while a level of service "D" is considered acceptable during peak hours of traffic flow. The level of service for each approach is shown in Table 1.

Table 1 – Existing Intersection Capacity Analysis

Intersection Approach	Approach Description	Level of Service	Level of Service
University Dr. At Camp Ave/Creamery Dr. (Unsignalized)	University Dr. (northbound)	A	A
	University Dr. (southbound)	A	A
	Creamery Dr. (northbound)	B	B
	Camp Ave (southbound)	B	B
	Overall Intersection LOS	A	A
University Dr. At Camp Ave/Creamery Dr. (Unsignalized)	University Dr. (northbound)	A	A
	University Dr. (southbound)	A	A
	Muldrow Ave (northbound)	B	B
	Palmer Highway (southbound)	B	B
	Overall Intersection LOS	A	A

As illustrated in Table 1, each approach for the study intersections operate with acceptable levels of service under existing conditions.

Future Intersection Capacity Analysis

Morning, midday, and afternoon peak hour capacity analyses were conducted for proposed future conditions at the study intersections. Capacity analysis were conducted using methods as outlined previously for existing conditions. The results of the capacity analysis are illustrated in Table 2.

Table 2 – Future Intersection Capacity Analysis

Intersection Approach	Approach Description	Level of Service	Level of Service
University Dr. At Camp Ave/Creamery Dr. (Unsignalized)	University Dr. (northbound)	A	A
	University Dr. (southbound)	A	A
	Creamery Dr. (northbound)	B	B
	Camp Ave (southbound)	B	B
	Overall Intersection LOS	A	A
University Dr. At Camp Ave/Creamery Dr. (Unsignalized)	University Dr. (northbound)	A	A
	University Dr. (southbound)	A	A
	Muldrow Ave (northbound)	B	B
	Palmer Highway (southbound)	B	B
	Overall Intersection LOS	A	A

As illustrated in Table 2, each approach and movement for the study intersections would continue to operate with acceptable levels of service under future conditions.

A comparison of pre- and post- project traffic impact shows that the proposed project would have virtually no impact on the area

PROJECT IMPACT - TRAFFIC

Conclusions from the traffic study report are below

CONCLUSIONS

Based upon the site review and analyses documented in this report, the following conclusions can be stated:

1. The proposed mixed-use development is located along the north side of University Drive just west of Camp Avenue in Starkville, Mississippi. Access for the development would consist of two access driveways, one which would intersect with University Drive and one which would intersect with Camp Avenue.
2. Presently, acceptable levels of service are being provided at each of the study intersections.
3. Current there is a multi-use path along the south side of University Drive that extends onto the Mississippi State University campus.
4. The proposed development is planned to contain approximately 250 apartments and specialty retail shops of approximately 8,000 square feet. The development is estimated to generate approximately 75 trips (38 in, 42 out) during the morning peak hour, approximately and approximately 278 trips (117 in, 161 out) during the afternoon peak hour.
5. New trips were added to existing peak hour traffic volumes to result in future traffic volumes. Future peak hour traffic volumes were used as the basis for assessing future traffic conditions.
6. Capacity analyses for future traffic conditions indicate that acceptable levels of service would continue to be provided for each of the study intersections.

PROJECT IMPACT - ECONOMIC

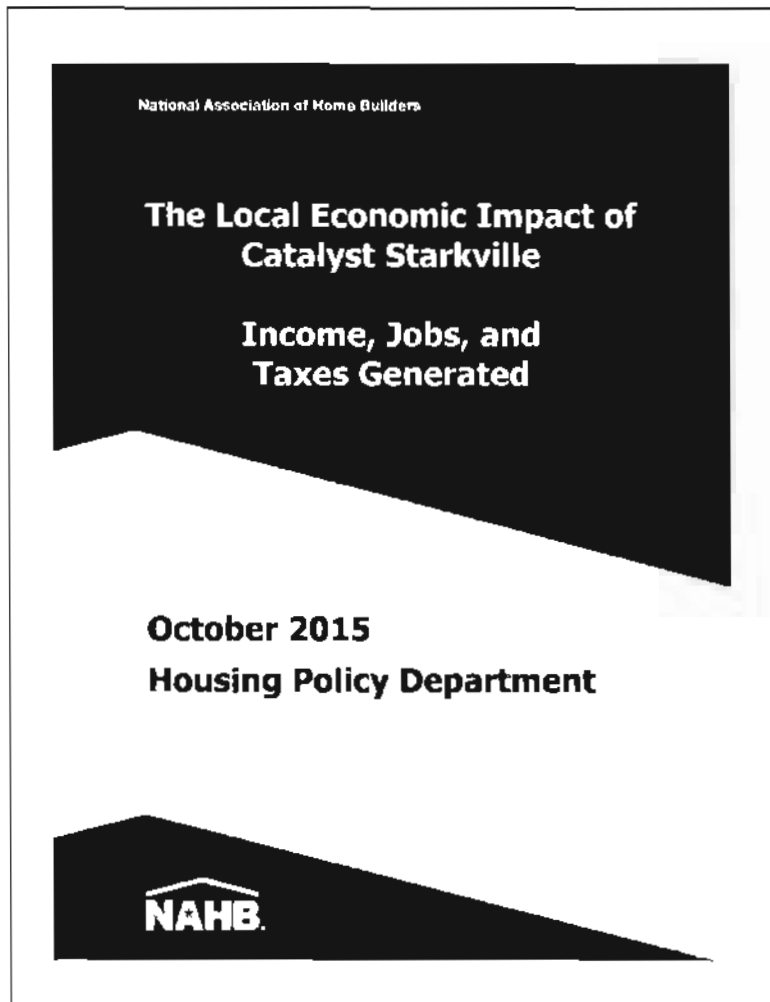
The proposed development will have a significant and sizeable financial impact on the City of Starkville and the local community

Based upon the finding from the National Association of Homebuilders (NAHB) Housing Policy Department...

The Project will generate:

- Over \$49,250,000 of local income during construction, and
- Almost \$10,000,000 of local income *annually* upon completion

PROJECT IMPACT - ECONOMIC



Economic Impact of Catalyst Starkville In Oktibbeha County, Mississippi

Summary

Total One-Year Impact: Sum of Phase I and Phase II:

Local Income	Local Business Owners' Income	Local Wages and Salaries	Local Taxes ¹	Local Jobs Supported
\$49,264,100	\$16,529,300	\$32,734,900	\$5,935,600	1,141

Phase I: Direct and Indirect Impact of Construction Activity:

Local Income	Business Owners' Income	Local Wages and Salaries	Local Taxes ¹	Local Jobs Supported
\$25,039,200	\$13,026,700	\$22,012,500	\$2,308,600	761

Phase II: Induced (Ripple) Effect of Spending the Income and Taxes from Phase I:

Local Income	Business Owners' Income	Local Wages and Salaries	Local Taxes ¹	Local Jobs Supported
\$14,224,900	\$3,502,600	\$10,722,400	\$3,627,000	380

Phase III: Ongoing, Annual Effect that Occurs When New Homes are Occupied:

Local Income	Local Business Owners' Income	Local Wages and Salaries	Local Taxes ¹	Local Jobs Supported
\$9,907,900	\$2,434,700	\$7,473,200	\$3,181,500	266

¹ The term local taxes is used as a shorthand for local government revenue from all sources; taxes, fees, fines, revenue from government-owned enterprises, etc.

PROJECT IMPACT - ARC CHARRETTE

We've spent many months reviewing code, understanding the goals of Alderman and reviewing the vision for the City of Starkville through the *Starkville Community Planning Charrette Report*, sponsored by ARC

Common themes and messages discovered during this due diligence include:

- A desire for connectivity
- Need for urbanization and "smart (urban) growth"
- A desire to increase revenue
- A commitment to being pro-development
- Encourage bike & pedestrian forms of transportation via smart growth and investment in infrastructure

PROJECT IMPACT - ARC CHARRETTE

Additional themes included:

- Creation of overlay zoning (T-District) to “allow for more mixed-use development...with mix of residential, retail, office and institutional”
- Allow for denser development to elevate the number of people living and working downtown and along Hwy 12
 - “...and to support structured parking and thoughtful development patterns”
- “Enhance existing and create new gateways”

PROJECT IMPACT - ARC CHARRETTE

The proposed development meets all of these goals and themes

- ✓ Connectivity
- ✓ Urbanization
- ✓ Smart Growth
- ✓ Increase Revenue
- ✓ Pedestrian & Bike Friendly
- ✓ Mix of Uses in the Development (Residential & Retail)
- ✓ Increase Density; Bringing More People Downtown
- ✓ Enhancing & Creating New Gateways

PROJECT IMPACT - AREA CHARACTER

An integral part of the rezoning request process is demonstrating that a property (or properties) needs re-zoning. In this instance, that rezoning is requested based on a change in character of the area

A review of building permits issued over the past 24-month in the Project site area show that there have been over fifteen new multi-family residential properties built in the City of Starkville at a cost of over \$22M

(Source: City of Starkville Building Department)

This does not include new retail or commercial development or renovations

Of course, the largest project of them all – The Mill – is having perhaps the greatest effect on the character of the area

Other great, new projects not accounted for in this analysis include The Gin, The Whitney, and the new RJ Allen residential project at the corners of Russell & Spring

PROJECT IMPACT - AREA CHARACTER

These new developments not only change the character of the area, but they enhance it

...by bringing more people Downtown and to the Cotton District

...people who invest their money in local businesses, goods and services

...which then invest their money in local resources

...which, over time and through investment in areas of significance such as the Downtown & Cotton District, encourages economic prosperity and social community

DEMAND

A market study conducted by Danter & Company – a national real estate research company specializing in market feasibility studies – shows a significant need for new, Class-A residential apartments specifically geared toward MSU students, in Starkville

A few key findings include:

- The proposed Project will be the most centrally-located of any existing community and will encourage walking, biking and the use of public transportation
- Fewer than 3,500 purpose-built beds exist for the 7,000+ MSU students living off-campus – a ratio of less than 50%; average, healthy ratios in the southeastern U.S. are up to 60%
- The Danter study supports the demand for this proposed Project

SUMMARY

In closing,

- We've conducted significant due diligence understanding the City, the site and neighbor(hood) concerns
- We designed the site plan to be reflective and collaborative with its surroundings
- The Project will bring to the City of Starkville a Class-A community that will help act as a beacon of success
- Less stormwater run-off will occur to the north, south and to the neighborhood to the west
- Traffic will not be significantly impacted and could actually improve due to more people walking, biking and taking public transportation

SUMMARY

- The Project will generate almost \$50MM in revenue during construction
- Additionally, the Project will generate almost \$10MM of revenue annually upon completion
- Many of the ARC study objectives will be achieved through development of the Project, including connectivity, opening up future development opportunities and revenue generation
- The area has seen a significant change of character; the addition of this community will help to enhance that character
- There's demonstrated demand for this Project, in this location

QUESTIONS

Thank you for your time



Upon the conclusion of the presentation by Christopher Kritzman/ Capital Growth Properties, Molly Jackson, of Moore Law Offices, Mohammed Moson, Architect of record, and Attorney Johnny Moore, of Moore Law Offices, the Commission Chair opened the public hearing for comments from the public. The following individuals provided comments:

- | | |
|--------------|--|
| Dan Camp | Opposed, concerns regarding the buffer zone, the zoning over all, the esthetics of the buildings, the height of the buildings. |
| J.P. Faver | Opposed, concerns regarding the height of the buildings, the “industrial feel” of the buildings, the traffic flow, the detraction from the Cotton District appeal. |
| Cindy Gilmer | Opposed, concerns regarding the height of the buildings, the “industrial feel” of the buildings, the traffic flow, the detraction from the Cotton District appeal. |

Calling for additional public comments and hearing none, the Commission Chair closed the public comments portion of the public hearing.

The Commission Chair offered rebuttal to Christopher Kritzman/ Capital Growth Properties or their affiliates. Molly Jackson of Moore Law Offices spoke to the Commission offering the following proposed conditions regarding the zoning for said project that,

- The entire site for the project will be zoned T6 with the condition that any building that falls within one hundred and sixty feet of University Drive, shall conform to the T5 building height requirements.

The Commission took under advisement, the proposed conditions as presented by Molly Jackson of Moore Law Offices.

Mr. Kritzman spoke to the concerns regarding the “renderings” of the proposed project and offered to work with the community. Mr. Kritzman, defined the “Class A” term as an industry term and noted that through a survey, students stated that they preferred to live in the proposed area of development due to the proximity to the University’s campus. Mr. Kritzman noted through further studies that his firm had conducted the increase in traffic and the impact that it will have on the area would not be detrimental. Lastly, several “New Urbanism “projects and locations were cited.

Mr. Johnny Moore of Moore Law Offices, addressed the Commission with closing comments, specifically that additional questions will be addressed through the Development Review Committee process. Mr. Moore sited that the project located adjacent to the City Bagel did not “fit in” with what City Bagel was doing and the house next to it and that complete compatibility is a matter of taste and perception.

Upon the conclusion of Mr. Moore’s comments, the Commission Chair called the Public Hearing closed and the Commissioners deliberated.

4. A MOTION TO APPROVE THE REQUEST FOR CHRISTOPHER KRITZMAN/CAPITAL GROWTH PROPERTIES TO REZONE SIX PROPERTIES FROM C-2/T5/T4 TO T6.

There came for consideration the matter of the approval of a motion to grant the rezoning request of Christopher Kritzman/ Capital Growth Properties of six properties from C-2/T5/T4 to T6 with the following conditions:

That,

- Buildings within one hundred and seventy feet of University Drive not exceed four stories in height.
- The first floor of buildings adjacent to University Drive are to be retail.
- Buildings along western line adjacent to R-1 property will be required to have a buffer.
- In addition to the site being required to meet the requirements of the current Stormwater Ordinance, post-development runoff cannot exceed pre-development runoff at the point of sub-basin discharge for a 2 and 10 year event.
- A traffic study will need to be submitted to City staff prior to Board of Aldermen meeting.
- There be a Construction easement via Collegview Street.

Upon the motion of Commissioner Walker, duly seconded by Commissioner McReynolds, the motion to approve the rezoning request of Christopher Kritzman/ Capital Growth Properties of six properties from C-2/T5/T4 to T6, on the specific findings that the neighborhood has change to such an extent as to justify the proposed rezoning and that there is a public need for the proposed rezoning with the conditions enumerated above, was put to a vote with the results as follows:

Jason Camp, Ward 1	Nay
Jim McReynolds, Ward 2	Yea
Tom Walker, Ward 3	Yea
Michael Brooks, Ward 4	Not voting
Patrick Miller, Ward 5	Nay
Ira Loveless, Ward 6	Yea
John Moore, Ward 7	Yea

Having receive a majority of the affirmative vote, the measure passed.

The Commissioners heard a report presented by the City Planner:

- A. The Comprehensive Plan Workshop will be held at the Starkville Sportsplex on Monday, October 19th at 5:30pm-8:30pm
- B. The Design Presentation for the Comprehensive Plan will be held at the Starkville Sportsplex on Thursday, October 22nd at 6:00pm-7:30pm

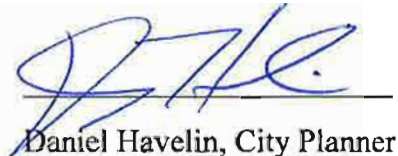
5. A MOTION TO ADJOURN UNTIL 5:30 P.M. ON NOVEMBER 10, 2015

There came for consideration the matter of the approval of a motion to adjourn until the next regularly scheduled meeting at 5:30 p.m. on November 10, 2015, in the Courtroom of City Hall, which is located at 101 Lampkin Street, Starkville, Mississippi. Upon the motion of Commissioner Walker, duly seconded by Commissioner,

The motion to adjourn until the next regularly scheduled meeting at 5:30 p.m. on November 10, 2015, in the Courtroom of City Hall, which is located at 101 Lampkin Street, Starkville, Mississippi, received unanimous approval.

A handwritten signature in black ink, appearing to read 'Michael Brooks', written over a horizontal line.

Michael Brooks, Procedural Chair

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

Daniel Havelin, City Planner

A handwritten signature in black ink, appearing to read 'Tammy Carlisle', written over a horizontal line.

Tammy Carlisle, Scribe

health care providers are estimated using statistics on Medicare Enrollees from Table 146 of the 2012 Statistical Abstract, combined with the health care expenditure information from Table 138.

The consumer spending variables used in the model are all in the form of average propensities to consume—that is, average fractions of before-tax income spent on various items. As shown in the table above, The EXPN files generate consumer spending estimates for 52 locally produced commodities. In addition, seven categories of local commodities produced by local government enterprises are appended to the list:

- 1 Local government electric service
- 2 Local government natural gas distribution
- 3 Local government water & sewerage
- 4 Local government passenger transit
- 5 Local government liquor stores
- 6 Local government sanitary services
- 7 Local government hospitals

Although these seven extra commodities do not increase local spending in total, they allow the model to allocate consumption between the publicly produced and privately produced commodities based on information from the Census of Governments. In this sense, the model is consistent with both national household consumption patterns and revenue collected by all government enterprises in a particular local area.

To this is added one other local commodity, general government, to account for tax and fee payments (computed in Phase II primarily from BEA personal income estimates and Census of Governments revenue data).

The results can be collected in the 2×60 matrix, A :

$$A = \begin{bmatrix} a_1 & a_2 & a_3 & \dots & a_{59} & 0 \\ 0 & 0 & 0 & \dots & 0 & 1 \end{bmatrix}$$

The elements in the first row of A show the average fraction of income spent on each of the 59 local commodities (including those produced by local government enterprises such as publicly owned utilities or hospitals). The "0"s and "1" in the second row indicates that no taxes are spent directly by the household on any of the first 59 commodities; 100 percent is spent on the local general government commodity. This two-row structure is designed to align with the output from Phase I of the model, which comes in the form of before-tax local income and local tax estimates.

Several other matrices and vectors derived from the above concepts are needed to calculate the Phase II ripple or multiplier effect:

W : a 60×99 matrix that translates local commodities into local income,

G : a 60×99 matrix that translates local commodities into local government general revenue collected from persons, and

T : a 60×99 matrix that translates local commodities into local government general revenue collected from businesses

$L = [W \ G \ T]$ therefore defines a 60×297 matrix

x = a two element column vector containing local income and local taxes generated in Phase I

$Y = \begin{bmatrix} i & 0 & 0 \\ 0 & i & 0 \\ 0 & 0 & i \end{bmatrix}$ a 297×3 matrix where i is a 99-element unit column vector,

$$Z = \begin{bmatrix} 1 & 0 \\ 0 & 1 \\ 0 & 1 \end{bmatrix}$$

In summary, x is the income and tax output from Phase 1, A translates income and taxes into spending on particular commodities, L translates the detailed commodity spending into income and taxes in each of 99 local industries, and Y and Z are technical devices for summing results. Y collapses the components of a 297-element vector into a 3-element vector of income, personal taxes, and business taxes. Z converts a 3-element vector of this form into a 2-element income and tax vector.

The row vector defined as $x' A$ shows how much, in dollar terms, people who earn income during Phase I spend on each of the 60 local commodities (including local government employees, whose paychecks are supported by taxes and charges for particular government-run enterprises).

The calculation $x' ALYZ$ produces a 2-element local income and local tax vector of the same form as x' . Postmultiplying a vector of this type by $ALYZ$ will always produce a similar, 2-element income and tax vector. Either by construction, or by checking that both eigenvalues are smaller than 1, it is possible to show that $ALYZ$ is a contracting matrix. This implies that the rounds below show successively smaller increments of income and taxes added to the local economy:

Round 0: x'

Round 1: $x' ALYZ$

Round 2: $x' ALYZ ALYZ$

Round 3: $x' ALYZ ALYZ ALYZ$

⋮

Round K: $x' \prod_{k=1}^K ALYZ$

The terms of this sequence can be summed in the usual manner to create an infinite series. Because $ALYZ$ is a contracting matrix, the result is a convergent series, the limit of which is

$$x' [I - ALYZ]^{-1}$$

This is the final multiplied effect on local income and local taxes at the end of Phase II. The factor $[I - ALYZ]^{-1}$ is a matrix version of the conventional Keynesian spending multiplier. Because x' is reported in Phase I, it is subtracted from the effect reported in Phase II.

For some purposes, especially estimating employment impacts, we are interested in tracking income in Phase II by industry. Calculations to accomplish this are based on the following sequence of 1×297 vectors:

$$\begin{aligned} \text{Round 1: } & x'AL \\ \text{Round 2: } & x'ALYZAL \\ & \vdots \\ & \vdots \\ \text{Round } K: & x'AL \prod_{k=1}^{K-1} YZAL \end{aligned}$$

Note that sequence begins with the spending vector $x'AL$ —that is, it excludes the income and taxes that have already been captured in Phase I. The limit of the series defined based on this sequence is

$$x'AL [I - YZAL]^{-1}$$

This is a 297-element row vector, the first 89 elements containing the final, multiplied effect on local income by industry generated during Phase II. As explained above, income by industry can be separated into business owners' income and wages and salaries, and the wages and salaries converted to full-time job equivalents.

From the standpoint of local governments, it may be desirable to track individual sources of revenue, such as particular fees and taxes. To facilitate this, it is useful to have a three element local income and local tax vector, where the tax revenue is decomposed into taxes collected from persons and taxes collected from businesses.

Consider the following sequence of such 3-element vectors:

$$\begin{aligned} \text{Round 1: } & x'ALY \\ \text{Round 2: } & x'ALY ZALY \\ & \vdots \\ & \vdots \\ \text{Round } K: & x'ALY \prod_{k=1}^K ZALY \end{aligned}$$

This sequence begins after *Round 0*, implicitly excluding income earned and taxes paid during Phase I. The limit of the infinite series defined by this sequence is

$$x'ALY[I-ZALY]^{-1}$$

This is the final, multiplied effect on local income, local government revenue collected from persons, and local government revenue collected from businesses in Phase II of the model. The tax structure for a particular local area, derived primarily from Census of Governments data as described above, can be applied to this result in order to decompose local government revenue into particular types of taxes and fees.

Phase III: Ongoing Impacts

Another distinctive feature of the NAHB model is the way it uses CE and other data to model the average behavior of occupants that differs based on the type of housing being built. At present, there are six basic variants of the NAHB model designed to handle the following types of construction:

1. Generic Single-Family
2. Generic Multifamily
3. Active Adult
4. Family Low-Income Housing Tax Credit (LIHTC)
5. Elderly LIHTC
6. Remodeling

The remodeling version of the model does not in general incorporate ongoing impacts, so it requires no occupant income estimates. For the other five versions of the model, separate occupant income estimates are derived in a way that vary with location as well as with the type of units being built. The derivations are based on relationships between average income and standard variables that are typically available at the local level. The methods for establishing these relationships are summarized below.

Generic Single-Family. Regression of average income of home owners on area median family income and average value of the units using American Community Survey (ACS) microdata.

Generic Multifamily. Regression of average income of home owners on area median family income and average rent using ACS microdata.

Active Adult. Average income of movers into age-restricted owner occupied units and average income of all home buyers are computed from American Housing Survey (AHS) microdata, and the ratio of the two averages is used to adjust home buyers' income for the active adult case.

Family LIHTC. Average incomes of all movers into rental units who have less than 60 percent of median family income for the U.S. as a whole, computed from CE data.

Elderly LIHTC. Average incomes of all elderly movers into rental units who have less than 60 percent of median family income for the U.S. as a whole, computed from CE data.

The ACS is the Census Bureau's replacement for the long form questionnaire that until 2000 was used to collect information on income and structure type in the decennial Census. The AHS, funded by the U.S. Department of Housing and Urban Development (HUD) and conducted by the Census Bureau, is the federal government's primary vehicle for collecting detailed information about housing units and their occupants at the national level.

The ratios and regression results listed above allow the model to be simultaneously customized to a particular area and a particular type of construction by inputting specific local information that is generally available. When customizing to a local area, median family income for that particular area is used. HUD produces median income estimates for all parts of the country in a timely fashion as part of the process it uses to establish income limits for various housing programs.

When it is necessary to translate rents into value or vice versa, the median cap rate from the Rental Housing Finance Survey (RHFS), also funded by HUD and conducted by the Census Bureau, is used.

In addition to average income, estimated spending tendencies for movers into each type of construction are needed. Separate spending vectors are estimated for each using household information available in the CE data. The table on the following page shows average local propensities to consume computed from the 2012 CE.

This modeling of average spending by different types of households soon after they move in is another distinguishing feature of the NAHB local impact model. In addition to the function they serve in the local model, average spending tendencies computed from CE data have also proven to be of interest for their implications at the national level.⁴

Compared to home buyers, renters tend to spend more of their incomes locally—partly due to the tendency of lower-income households to spend a greater fraction of their incomes on necessities, but also due to rental payments that go to a local owner, or owner employing a management company with a local presence. The equivalent housing expense for a home buyer would be a mortgage payment. Because mortgage payments typically are made to non-local owners of the mortgage through non-local servicers, they are excluded from the spending estimates in the NAHB local impact model.

Average propensities to spend on virtually all categories of local health care services are higher for households moving into construction designed for older residents (age-restricted active adult and elderly LIHTC).

As was described in Phase II, seven categories of commodities produced by local government enterprises are added to the model, and a share of local spending (which may be zero) is allocated to these enterprises instead of private producers based on revenues reported in the Census of Governments for each local government enterprises in the area.

⁴ See, for example, the December 2008 Special Study "Spending Patterns of Home Buyers," written by Natalia Siniavskaia and published by NAHB In Housing Economics.com.

Average Local Spending Computed from CE Data

Output of industry purchased locally		All Households	New Home Buyers	New Multifamily Renters	Active Adult Buyers	New Family LIHTC	New Elderly LIHTC
1	Greenhouse, nursery, and floriculture production	0.129%	0.172%	0.000%	0.176%	0.000%	0.000%
2	Electric power generation, transmission, and distr.	2.689%	2.410%	0.002%	3.428%	0.000%	0.000%
3	Natural gas distribution	0.674%	0.499%	0.000%	0.723%	0.000%	0.000%
4	Water, sewage and other systems	0.793%	0.802%	0.000%	1.108%	0.000%	0.000%
5	Residential maintenance and repair	3.059%	2.087%	0.000%	3.567%	0.170%	0.072%
6	Motor vehicle and parts dealers	1.218%	1.439%	5.098%	1.447%	1.408%	1.190%
7	Food and beverage stores	4.829%	3.303%	4.446%	3.567%	8.573%	8.793%
8	General merchandise stores	0.745%	0.840%	1.271%	0.723%	1.129%	0.437%
9	Other retail	3.119%	2.494%	3.088%	2.906%	3.896%	4.069%
10	Transit and ground passenger transportation	0.190%	0.030%	0.269%	0.028%	0.990%	0.990%
11	Newspaper publishers	0.027%	0.016%	0.042%	0.042%	0.057%	0.096%
12	Wired telecommunications carriers	2.392%	1.770%	1.878%	2.588%	2.868%	4.441%
13	Wireless telecom. carriers (except satellite)	2.081%	1.809%	3.565%	1.811%	3.323%	2.435%
14	Satellite, telecom. Resellers & all other telecom.	0.323%	0.249%	0.620%	0.335%	0.472%	0.494%
15	Data processing, hosting, and related services	0.003%	0.002%	0.000%	0.002%	0.006%	0.000%
16	Monetary authorities, depository credit intermediation	0.437%	0.298%	0.000%	0.366%	0.000%	0.000%
17	Nondepository credit intermediation+related activities	0.417%	0.616%	0.906%	0.463%	0.381%	0.327%
18	Insurance agencies, brokerages, and related activities	0.407%	0.387%	0.722%	0.462%	0.291%	0.288%
19	Real estate	8.301%	2.048%	27.078%	1.292%	33.130%	34.324%
20	Automotive equipment rental and leasing	0.795%	0.775%	0.000%	0.348%	0.426%	0.000%
21	Consumer goods and general rental centers	0.070%	0.055%	0.041%	0.046%	0.104%	0.030%
22	Legal services	0.335%	1.185%	0.006%	0.163%	0.852%	0.055%
23	Accounting, tax preparation, bookkeeping, and payroll	2.512%	1.939%	0.250%	1.691%	4.895%	0.904%
24	Photographic services	0.045%	0.039%	0.257%	0.017%	0.054%	0.015%
25	Veterinary services	0.236%	0.199%	0.006%	0.209%	0.149%	0.104%
26	Investigation and security services	0.024%	0.042%	0.055%	0.066%	0.009%	0.015%
27	Services to buildings and dwellings	0.385%	0.389%	0.093%	0.666%	0.181%	0.119%
28	Waste management and remediation services	0.219%	0.217%	0.000%	0.283%	0.000%	0.000%
29	Elementary and secondary schools	0.212%	0.314%	0.000%	0.134%	0.060%	0.022%
30	Offices of physicians	4.361%	2.732%	3.879%	5.881%	3.595%	10.321%
31	Offices of dentists	0.787%	0.693%	0.416%	1.036%	0.698%	1.082%
32	Offices of other health practitioners	0.670%	0.387%	0.280%	0.812%	0.453%	1.269%
33	Home health care services	0.884%	0.395%	0.625%	1.123%	0.755%	2.585%
34	Hospitals	3.761%	2.482%	5.133%	5.953%	2.682%	9.324%
35	Nursing and community care facilities	0.974%	0.386%	0.592%	1.140%	0.791%	2.808%
36	Child day care services	0.202%	0.345%	0.632%	0.013%	0.183%	0.000%
37	Performing arts companies	0.191%	0.235%	0.353%	0.403%	0.279%	0.062%
38	Spectator sports	0.070%	0.071%	0.109%	0.020%	0.156%	0.007%
39	Gambling industries (except casino hotels)	0.068%	0.036%	0.005%	0.083%	0.128%	0.351%
40	Other amusement and recreation industries	0.335%	0.490%	1.146%	0.416%	0.350%	0.058%
41	Full-service restaurants	2.415%	1.902%	3.289%	2.020%	4.756%	2.625%
42	Limited-service restaurants	2.415%	1.902%	3.289%	2.020%	4.756%	2.625%
43	All other food and drinking places	0.107%	0.699%	0.007%	2.638%	0.034%	0.008%
44	Automotive repair and maintenance	1.713%	1.289%	2.595%	1.961%	1.799%	1.746%
45	Electronic and precision equip. repair & maintenance	0.022%	0.019%	0.000%	0.031%	0.012%	0.005%
46	Personal and household goods repair & maintenance	0.105%	0.078%	0.027%	0.131%	0.084%	0.154%
47	Personal care services	0.144%	0.070%	0.107%	0.183%	0.121%	0.403%
48	Death care services	0.278%	0.067%	0.029%	0.163%	0.524%	0.259%
49	Dry-cleaning and laundry services	0.264%	0.103%	0.225%	0.116%	0.886%	0.752%
50	Other personal services	0.745%	0.707%	0.678%	0.859%	1.163%	0.988%
51	Religious organizations	0.746%	0.821%	0.746%	1.205%	0.337%	0.415%
52	Civic, social, professional, and similar organizations	0.011%	0.005%	0.000%	0.009%	0.000%	0.002%

Also as described in Phase II, Census of Governments data are used to estimate most categories of tax and fee revenue generated for general (non-enterprise) governments in the area. The exemption is residential property taxes. Perhaps surprisingly, residential and non-residential property taxes are not reported separately. Moreover, some states have restrictions on rate increases, or other laws that tend to make property tax rates different on new construction. Particular developments (for example, those financed by the LIHTC program) may also be granted special forms of property tax relief.

For these reasons, when customizing the local impact model to a specific area, information about property taxes on the units being built must be supplied by the entity requesting the analysis. Phase III of the model counts only property tax on the value of construction. Unless specific information is provided for an individual project or jurisdiction, this is calculated assuming that the raw land would be taxed at the same rate if not developed. Any residential property tax from existing units is treated as unrelated to the new homes being analyzed and excluded from the government revenue impact estimates.

Non-residential property taxes are treated much like other categories of government revenue, except that the aggregate for a jurisdiction to be estimated from a larger aggregate in the government data that does not distinguish residential from non-residential. This is accomplished by subtracting an estimated 53.37 percent from total property taxes to account for residential share of property taxes. The estimate is calculated as follows, from data available for 2012 in the ACS, RHFS and the Census Bureau's Summary of State and Local Government Tax Revenue (SSLGTR):

Aggregate real estate taxes paid by homeowners:	\$206.04 billion (ACS)
Estimate for homeowners not reporting:	5.93 billion
<u>Estimated real estate taxes paid on rental housing</u>	<u>41.85 billion (ACS and RHFS)</u>
Total residential real estate taxes	\$253.82 billion
<u>Total property taxes</u>	<u>\$475.83 billion (SSLGTR)</u>
Residential share	53.37%

The estimate for homeowners not reporting in the ACS is based on the number of non-reporters multiplied by median tax payment for those who do report. The estimate for rental units is based on the number of rental units in the ACS multiplied by median tax per rental unit in the RHFS.

Multifamily Phase III impacts are reduced to account for vacant units. By default, the single-family version of the model assumes that units are intended for owner-occupancy and have negligible vacancies. In the Census Bureau's Housing Vacancy Survey homeowner vacancy rates are usually in the neighborhood of only one percent.

For multifamily units, the average multifamily rental annual vacancy rate over the prior decade and average annual multifamily homeowner vacancy rate over the prior decade are used, depending on whether the units are condominiums or rental apartments. In other respects, Phase III treats condo buyers the same as single-family home buyers (the income and spending tendencies discussed above being based on buyers of owner-occupied housing units, irrespective of structure type).

Although vacancy rates are known to fluctuate, the model estimates annual ongoing impacts that are expected to persist for an extended period, so a long-term “natural” measure of vacancy rates is more appropriate for Phase III than a very current, possibly anomalous, number. The reduction for vacancies is applied to all Phase III multifamily impacts except for property taxes, which are assumed to be paid by the owner of the property, whether the units are occupied or not.

Local spending and taxes (including fees and charges paid to local government entities) generate income for local residents, and this income will be spent and recycled in the local economy, much as in Phase II of the model.

Let x_n denote the initial income and tax column vector for new home occupants, A_n denote the matrix formed from the consumption spending patterns of new home occupants, and otherwise maintain the notation used in Phase II of the model. Then consider the following sequence:

$$\begin{aligned}
 \text{Round } 0: & x_n' \\
 \text{Round } 1: & x_n' A_n L Y Z \\
 \text{Round } 2: & x_n' A_n L Y Z A L Y Z \\
 \text{Round } 3: & x_n' A_n L Y Z A L Y Z A L Y Z \\
 & \vdots \\
 \text{Round } K: & x_n' A_n L Y Z \prod_{k=1}^K A L Y Z
 \end{aligned}$$

The sum of these terms forms an infinite series that converges to the limit

$$x_n' [I + (A_n - A) L Y Z] [I - A L Y Z]^{-1}$$

When results are reported for Phase III the income earned by the occupants is subtracted from the final multiplied effect, so that only income generated for occupants of housing units already existing in the area is counted.

Note that, were new home occupants to spend the same fraction of their incomes on the various local commodities as average households, $A_n = A$ and the formula would simplify to

$$x_n' [I - A L Y Z]^{-1}$$

The formula that produces a 297-element vector, the first 99 of which contain the added income by industry, for Phase III is

$$x_n' A_n L [I - Y Z A L]^{-1}$$

Again, the income in each industry can be disaggregated into business owners' income and wages and salaries, and the wages and salaries converted to full time jobs. These exclude any jobs filled by occupants of the new housing units.

The formula that produces a 3-element vector showing the final, multiplied effect on local income, local government general revenue from persons, and local general government revenue from business generated in Phase III is

$$x_n' A_n LY [I - ZALY]^{-1}$$

As in Phase II, the last two elements of the final 3-element vector can be disaggregated to show revenue generated by particular types of taxes, fees, and charges. The primary difference in Phase III is that the increase in residential property tax revenue (which is introduced into the model as a separate input independent of the Census of Government computations) needs to be subtracted before the decomposition procedure can be applied.

Final Notes

All of the matrix operations in the NAHB local impact model are performed using the O-Matrix package provided by Harmonic Software. The O-Matrix code used to generate Phase III impacts for single-family construction and the code used to compute a local total requirements matrix for a previous iteration of the NAHB model are published on the Harmonic Software web site as notable uses of the O-Matrix package (<http://www.omatrix.com/userstories.html>).

The technical documentation on the NAHB model used to estimate the local income, jobs, and taxes generated by home building was prepared by Paul Emrath, Vice President of Survey and Housing Policy Research. For questions on the technical documentation, or on NAHB's impact of home building models in general, he may be contacted in NAHB's Economics and Housing Policy Group by phone at 202-266-8449, or by email at pemrath@nahb.org.

Starkville Planning & Zoning Meeting



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PURPOSE

The purpose of this presentation is to bring forward our case and provide support for the rezoning of 7.34 acres of land in the Starkville Cotton District

Rezoning would allow for the development of a Class-A, mixed-use residential and retail community

THE TEAM

Proposed development is a partnership between two Birmingham, Alabama based companies; Capstone Collegiate Communities and Capital Growth



CAPSTONE
COLLEGIATE COMMUNITIES

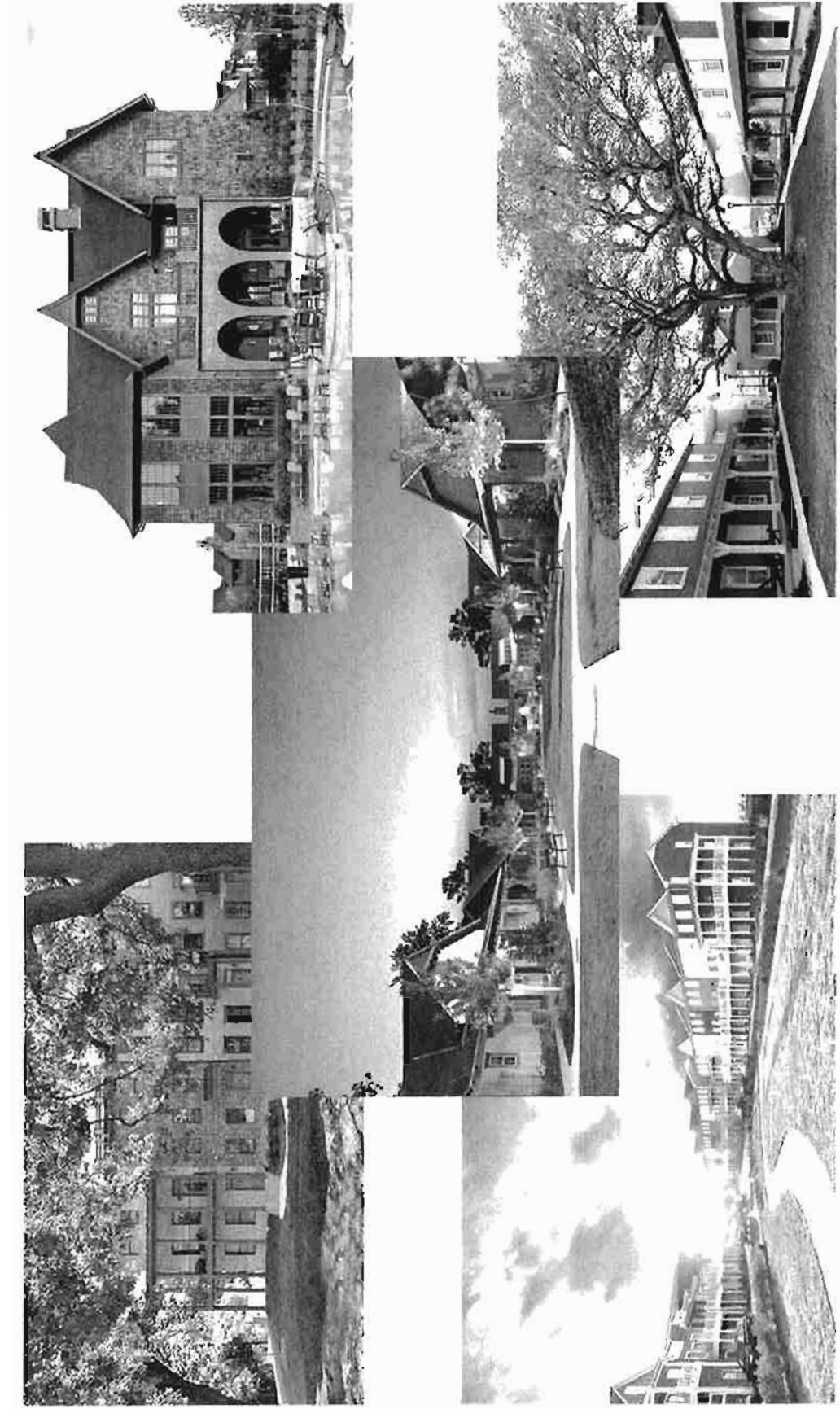


CAPITAL GROWTH
BUCHALTER

Combined, the two companies have successfully developed over 140 communities in 33 states, representing more than 83,000 residential beds and 15M total square feet of retail space

THE TEAM

Work Samples



THE TEAM

Work Samples



THE TEAM

The two Company's primary development tenants include:

- Develop within the context of the area
 - Architectural Style, Use of Materials, Fit the Building to the Site
- Create Connectivity
 - To Campus, Downtown, Key Points of Interest and Resources within the area
- Get people out of cars
 - Increase walkability, “bikeability” & use of public transportation
- Generate local revenue
 - Via property taxes, jobs, residual effect
- Have a positive impact on the area

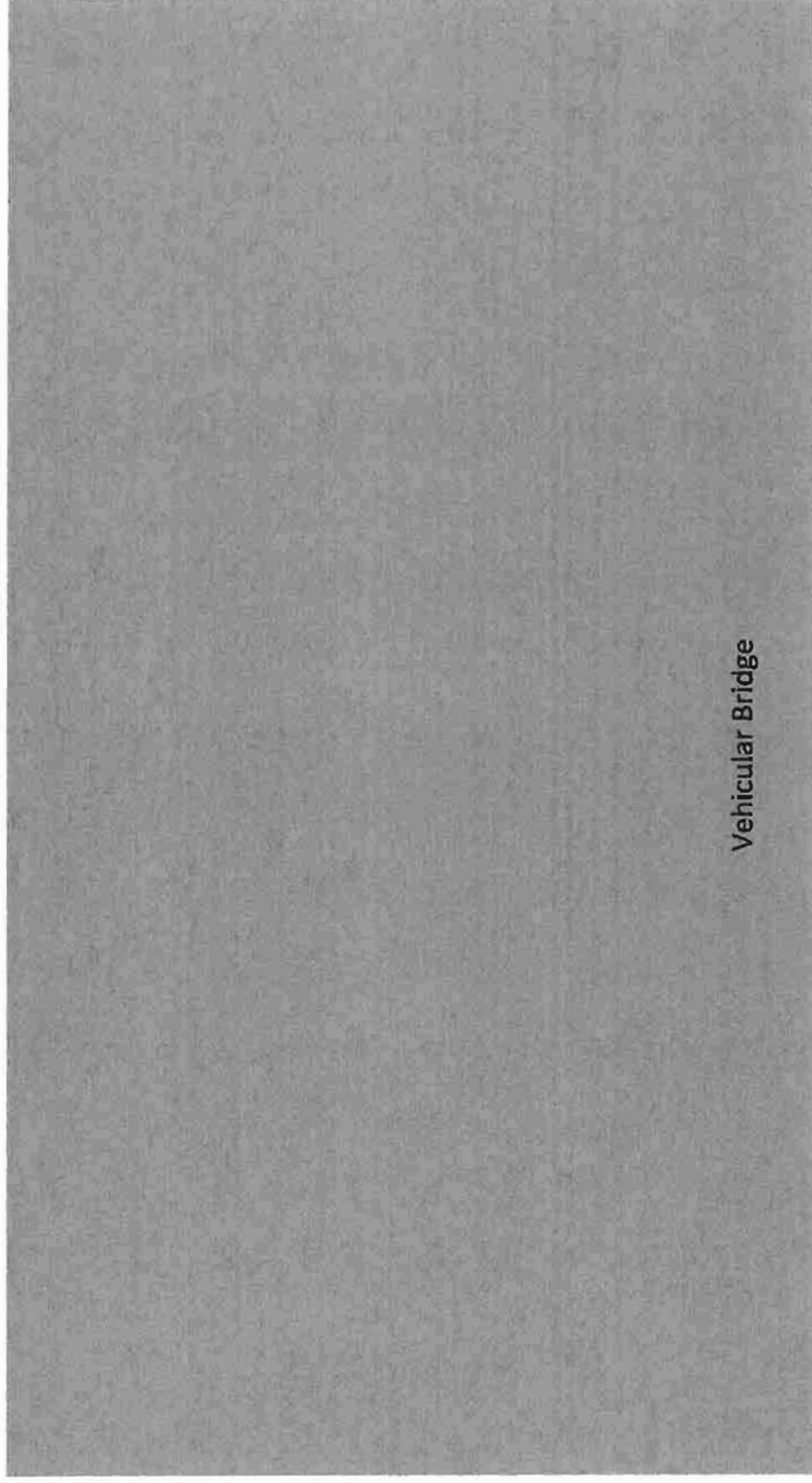
THE SITE

The Site's primary address is 705 University Drive in Starkville, MS

Located in "The Cotton District", less than 500 feet from the Mississippi State University campus

In total, the site encompasses 7.34 acres and over 250 feet of University Drive frontage

THE SITE



Vehicular Bridge

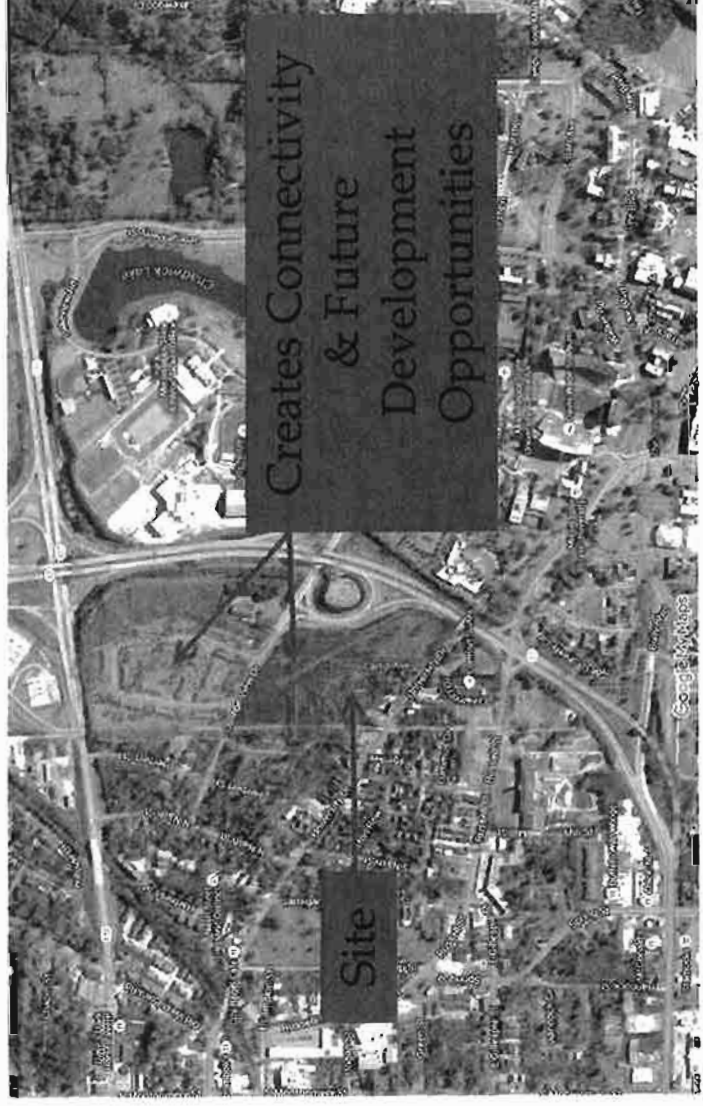
THE SITE

The site is appealing for a number of reasons:

- i) its size, which allows a mix of uses
- ii) its proximity to the MSU campus, Downtown and its location in the heart of the Cotton District and;
- iii) Starkville's strong market fundamentals including MSU's current and growing enrollment and a need for the product – i.e., a lack of Class-A rental product within the City limits

THE SITE

The site is also appealing because its redevelopment can act as a *Catalyst* to continued development to the north, connecting the Cotton District, downtown and the MSU campus to College View Drive, Highway 182 and the MSU-owned land north of the site



DUE DILIGENCE

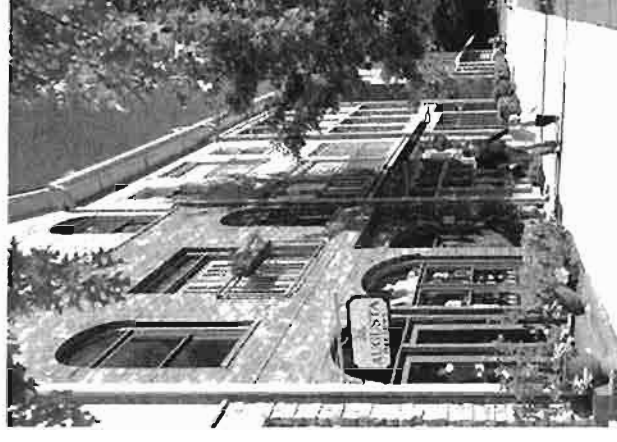
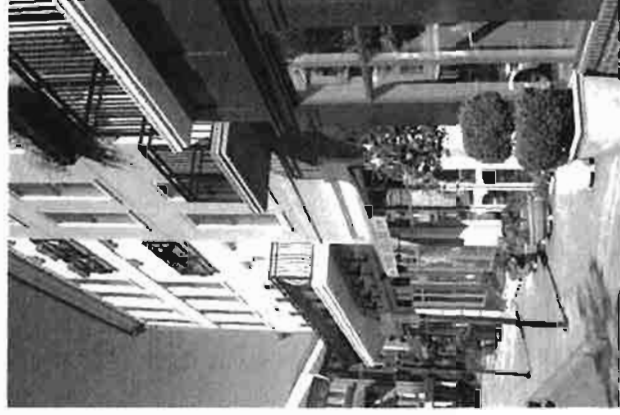
The Team placed the property under contract in July 2015 after many months of touring the market, research, due diligence and meetings

Since then, we've met and spoken many times with:

- City Planning & Development
- City Engineers
- Direct Neighbors (e.g., Richard Adkerson, Sumner Davis)
- Area Neighbors (e.g., Dan Camp and others)
- Key Stakeholders
- Greater Starkville Development Partnership
- Utilities (Starkville Power, C-Spire, etc.)
- MSU Students
- MSU Executive Administration

THE PROJECT

In addition to existing building in Starkville and the Cotton District, the imagery below served as inspiration in our project design



THE PROJECT

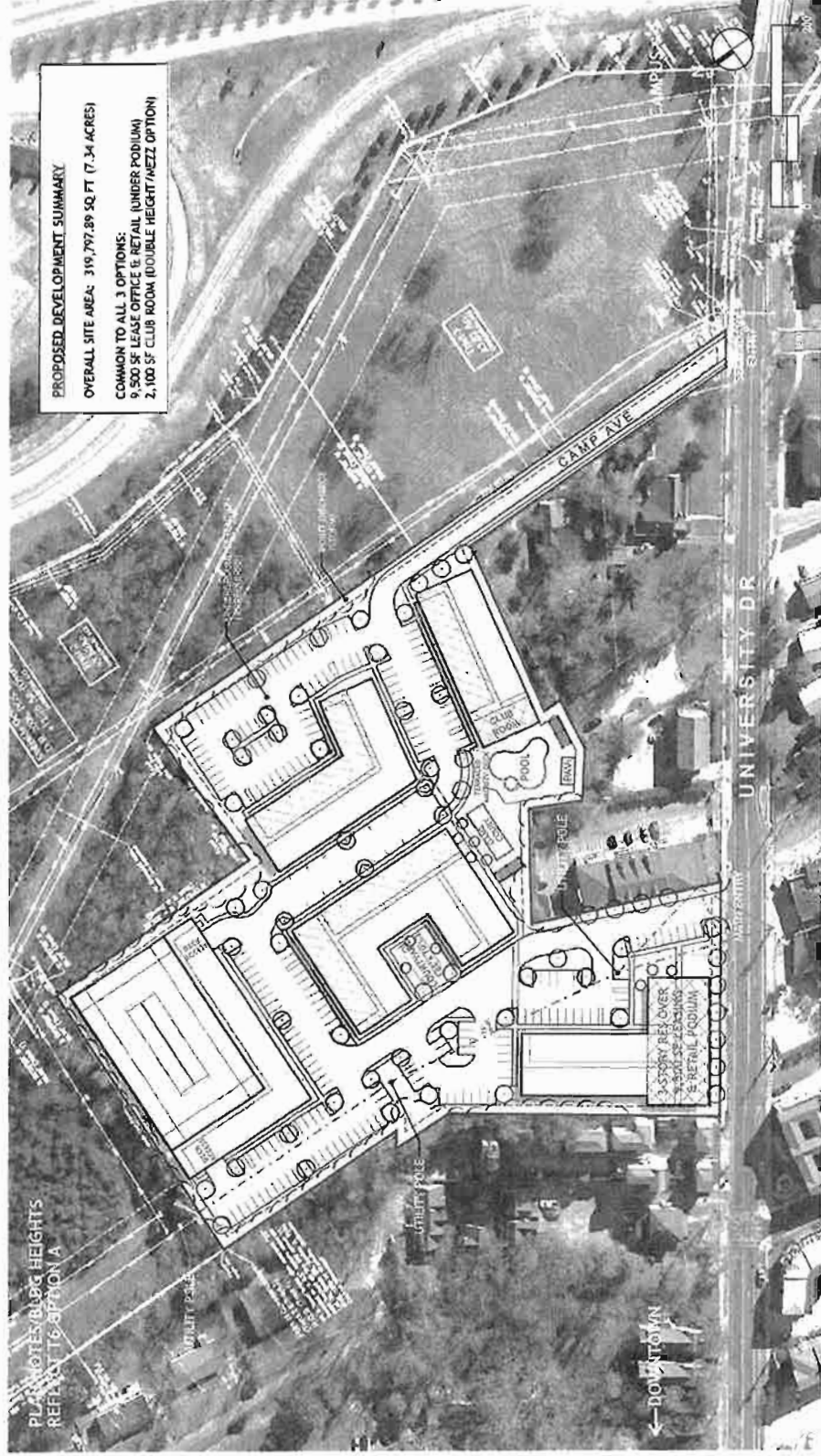
The next few pages present the conceptual site plans we're contemplating

Note: Site plans are not final and are subject to change

THE PROJECT

Site Plan A

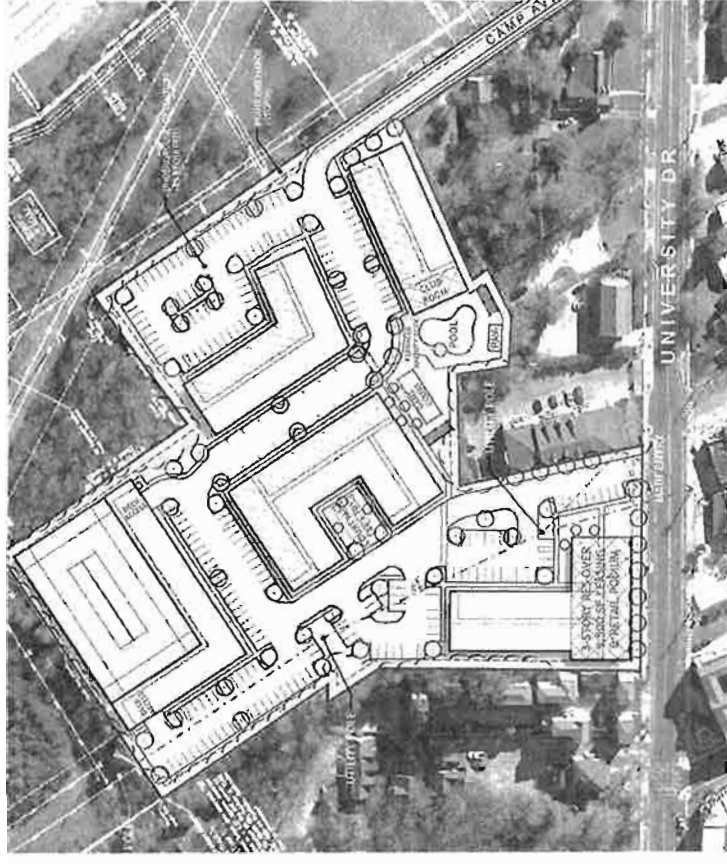
Conceptual Density Study Mississippi State University - Starkville, MS



THE PROJECT

Site Plan A

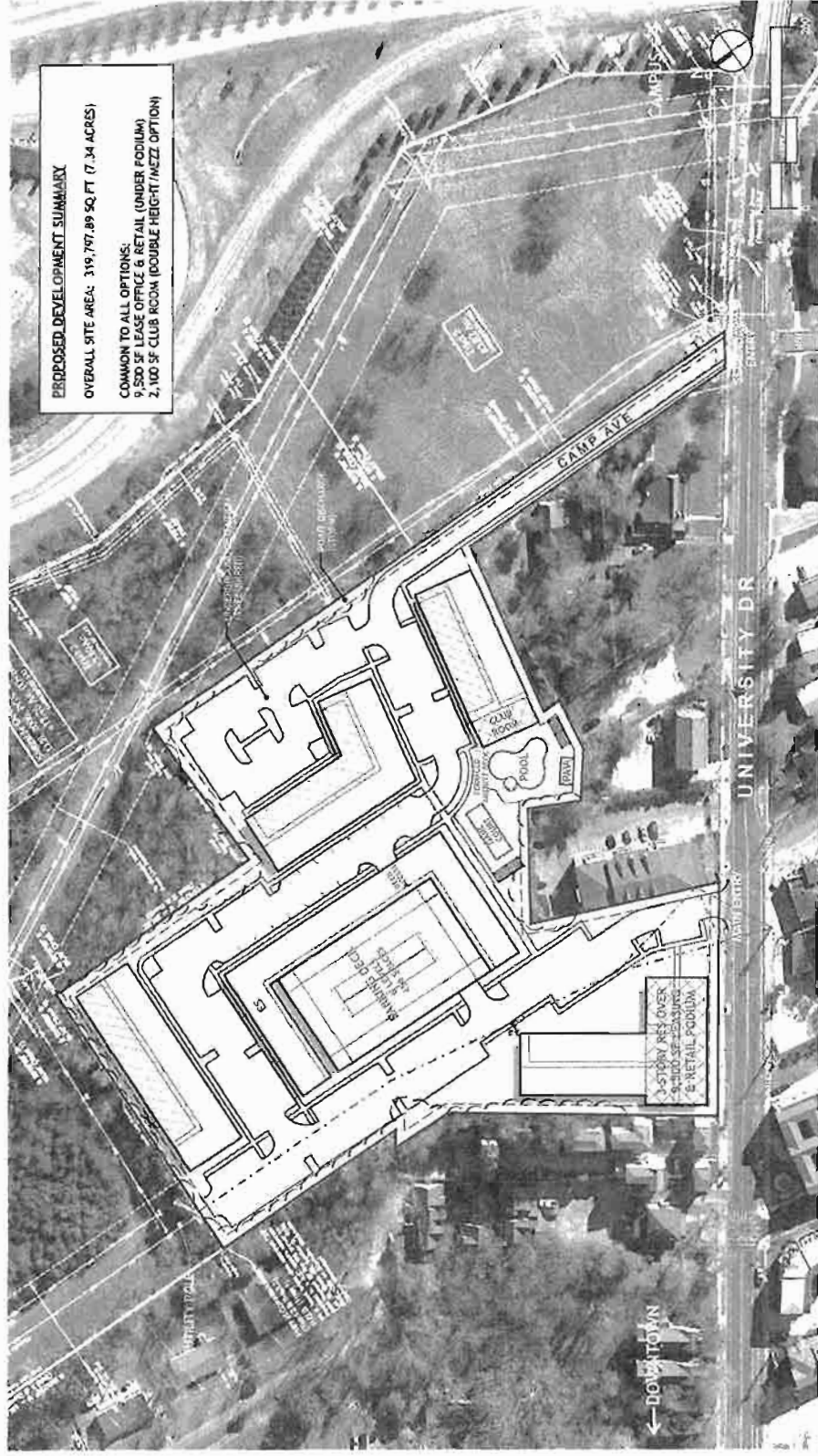
- 5 Buildings
- 1 Wrapped Parking Deck
 - In back of site
- 9k +/- SF of Retail
- Pool & Clubroom
- Abundant landscaping
- On-site detention
- Reduced stormwater run-off
- Across street from SMART bus stop



THE PROJECT

Alt. Plan B

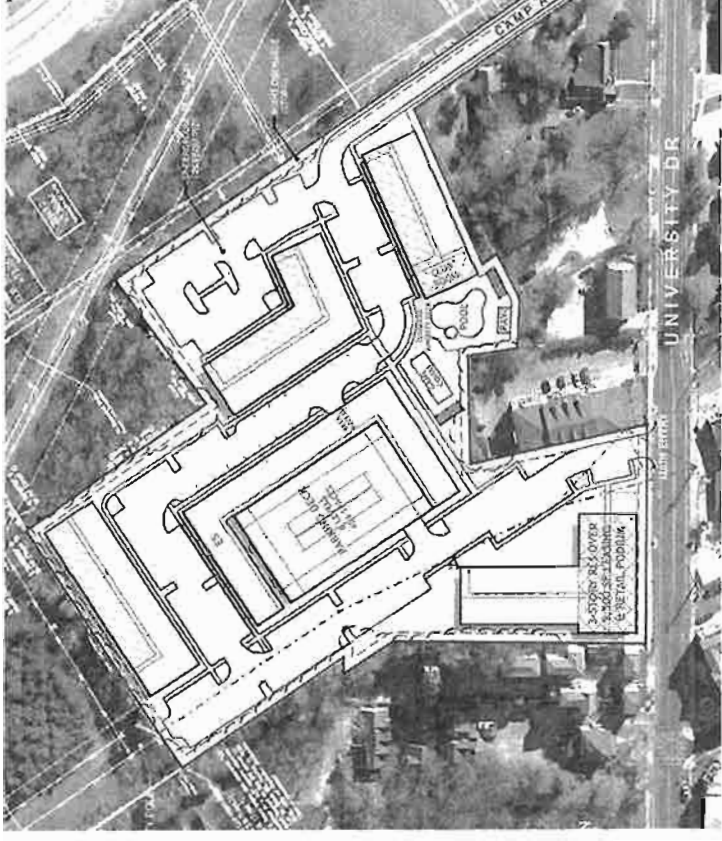
Conceptual Density Study - Alternate Deck Location Mississippi State University - Starkville, MS



THE PROJECT

Alt. Plan B

- 5 Buildings
- 1 Wrapped Parking Deck
 - In middle of the site
- 9k +/- SF of Retail
- Pool & Clubroom
- Abundant landscaping
- On-site detention
- Reduced stormwater run-off
- Across street from SMART bus stop



THE PROJECT - FEATURES

‘Catalyst’ will be the the finest Class-A property in Starkville. A few of the key community features include:

- *Secure, on-site parking*
- *Lush landscaping and greenspace*
- *Resort-style amenities, including:*
 - *Expansive pool*
 - *Health-club-quality fitness center*
 - *Resident clubroom with large screen televisions and gaming stations*
 - *Group and individual study rooms with computers & printers*
- *Access-controlled apartment units & bedrooms*
- *Private bathrooms for each bedroom*
- *Designer quality flooring, hardware and finishes*
- *On-site retail*
 - *Target retailers include an urban grocery and local restaurants with outdoor dining*

THE PROJECT - VIEW CORRIDORS

Although we're pursuing T6 zoning for the Project, we're committed to maintaining appropriate scale along the property's main boundaries, specifically along University where we would intend no more than 4-stories.

The following view corridors show what the Project would look like from various University Dr. perspectives

THE PROJECT – VIEW CORRIDORS



THE PROJECT - VIEW CORRIDORS



THE PROJECT - VIEW CORRIDORS



THE PROJECT – VIEW CORRIDORS



PROJECT IMPACT - STORMWATER

Construction of the proposed development will result in less off-site stormwater run off than currently exists – particularly to the neighborhood west of the site

PROJECT IMPACT - STORMWATER

Current Stormwater run-off

Area A: +/- 0.81 acres

Area B: +/- 0.59 acres

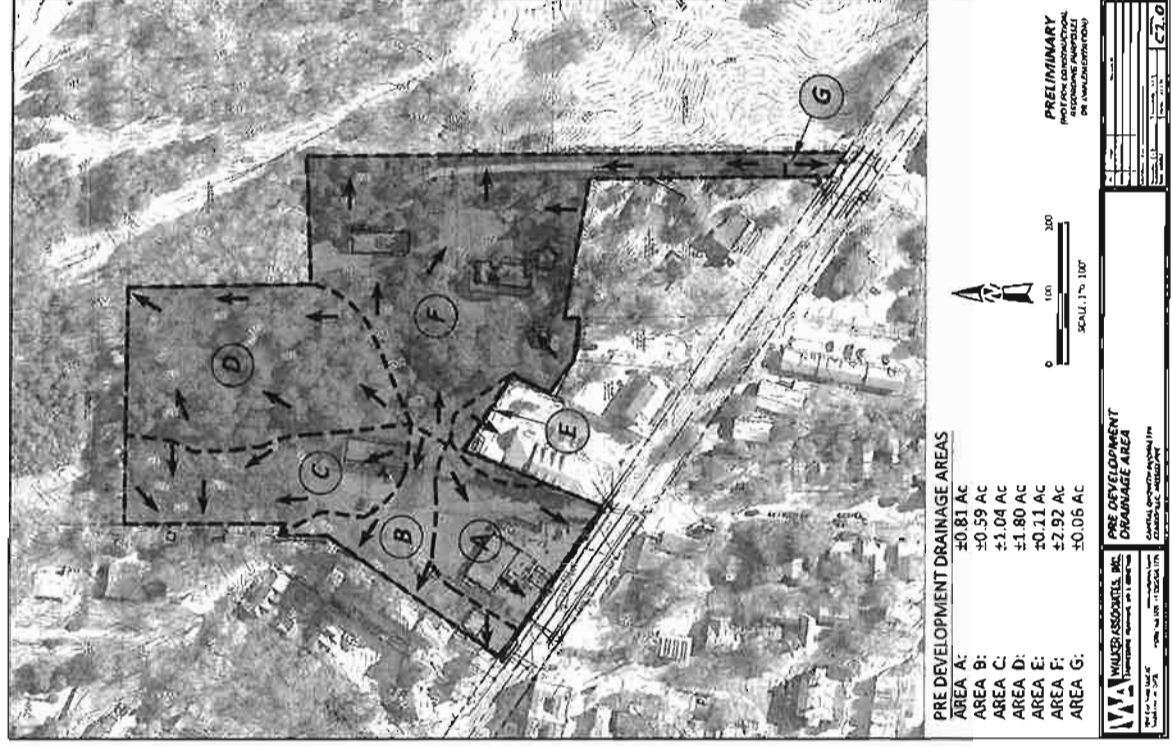
Area C: +/- 1.04 acres

Area D: +/- 1.80 acres

Area E: +/- 0.11 acres

Area F: +/- 2.92 acres

Area G: +/- 0.06 acres



PROJECT IMPACT - STORMWATER

Post Stormwater run-off

Area A: +/- 0.74 acres

Area B: +/- 0.25 acres

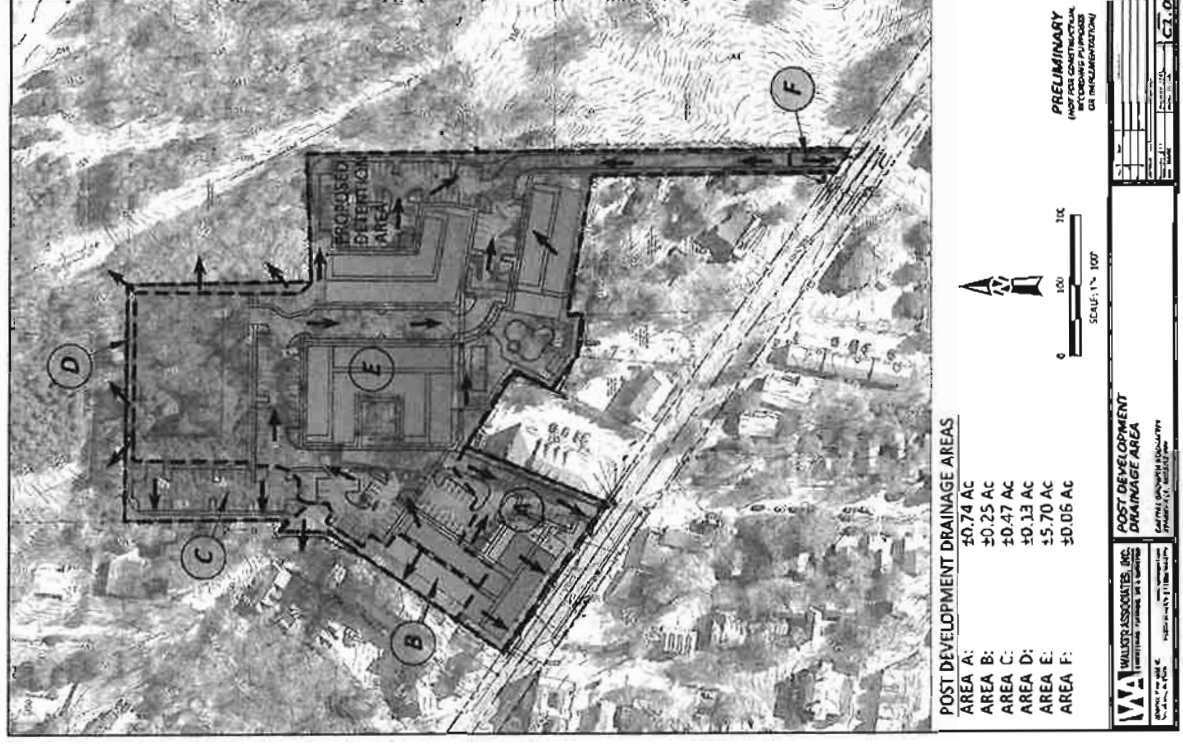
Area C: +/- 0.47 acres

Area D: +/- 0.13 acres

Area E: +/- 5.70 acres

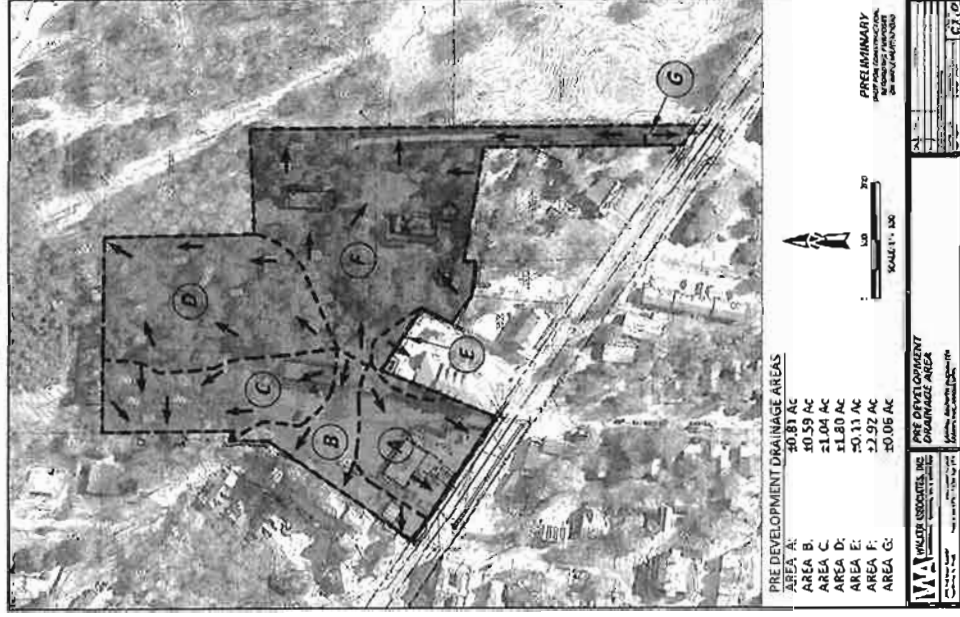
Area G: +/- 0.06 acres

Result is a significant reduction of run-off to the north, south and west neighborhood

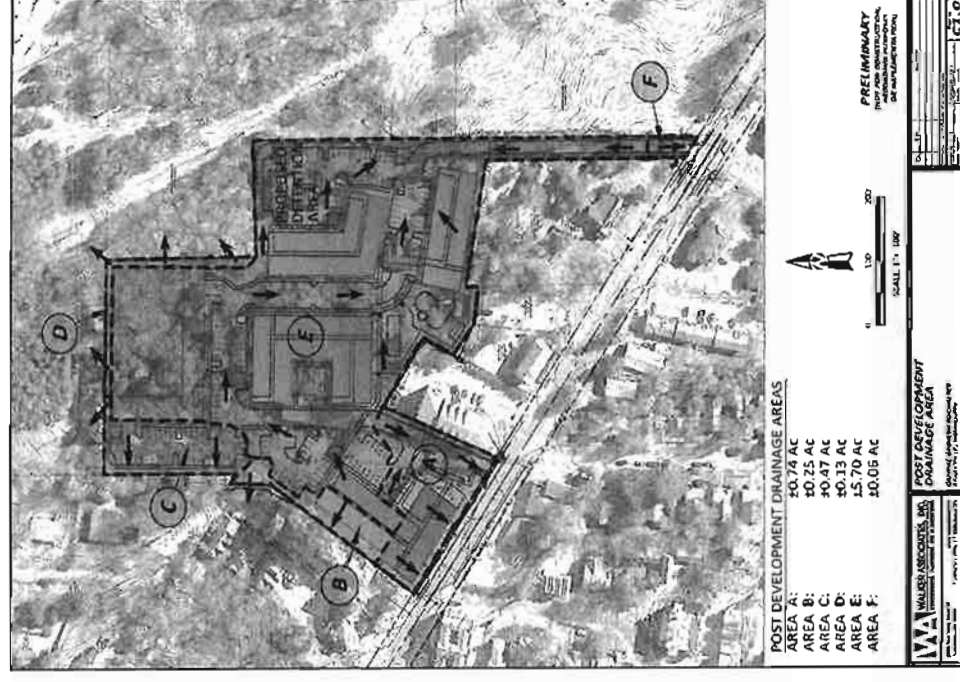


PROJECT IMPACT - STORMWATER

Before



After



Result is a significant reduction of run-off to the north, south and west neighborhood

National Association of Home Builders

The Local Economic Impact of Catalyst Starkville

Income, Jobs, and Taxes Generated

October 2015

Housing Policy Department





The Local Economic Impact of Catalyst Starkville

Income, Jobs, and Taxes Generated

Contents

Executive Summary.....	1
Detailed Tables on Income, Jobs and Taxes.....	3
Background and a Brief Description of the Model Used to Estimate the Economic Benefits.....	8

Attachment:

**Local Impact of Home Building—Technical Documentation for the NAHB
Model Used to Estimate the Income, Jobs, and Taxes Generated**

Executive Summary

Home building generates substantial local economic activity, including new income and jobs for residents, and additional revenue for local governments. The National Association of Home Builders has developed a model to estimate these economic benefits. The model captures the effect of the construction activity itself, the ripple impact that occurs when income earned from construction activity is spent and recycles in the local economy, and the ongoing impact that results from new homes becoming occupied by residents who pay taxes and buy locally produced goods and services. To fully understand the economic impact residential construction has on a local area, it is important to include the ripple effects and the ongoing benefits. Since the model was initially developed in 1996, NAHB has used it successfully to estimate the impacts of construction in over 800 projects, local jurisdictions, metropolitan areas, non-metropolitan counties, and states across the country.

This report presents estimates of the local impacts of Catalyst Starkville, a student housing development consisting of 240 apartments and 8,000 square feet of retail space in the City of Starkville. Starkville, in turn, is located in Oktibbeha County, Mississippi (see map below).

Oktibbeha County, Mississippi



For purposes of the NAHB model, a local area must be large enough to include the places where construction workers live and spend their money, as well as the places where the new home occupants are likely to work, shop, and go for recreation. NAHB has determined that, outside of Metropolitan Statistical Areas (MSAs) defined by the U.S. Office of Management and Budget (OMB), a county will usually satisfy this criterion. Oktibbeha County does not appear on OMB's current list of MSAs. Therefore, in this report, wherever the term local is used, it refers to Oktibbeha County.

The NAHB model produces impacts on income and employment in 16 industries and local government, as well as detailed information about taxes and other types of local government revenue. Aggregate results are summarized below. Subsequent sections of the report show detail by industry and type of tax or fee revenue generated.

- The estimated one-time local impacts of Catalyst Starkville include
 - \$49.3 million in local income,
 - \$6.0 million in taxes and other revenue for local governments, and
 - 1,141 local jobs.

These are local impacts, representing income and jobs for residents of Oktibbeha County, and taxes (and other sources of revenue, including permit and tax abatement fees) for all local jurisdictions within the county, including the county government. The impacts include both the direct and indirect impact of the construction activity itself, including construction of the housing units and retail space. The one-time impacts also include the “ripple” effect of local residents who earn money from the construction activity spending part of it within the local area.

Local jobs are measured in full time equivalents—i.e., one reported job represents enough work to keep one worker employed full-time for a year, based on average hours worked per week by full-time employees in the industry.

- The additional, annually recurring impacts of Catalyst Starkville include
 - \$9.9 million in local income,
 - \$3.2 million in taxes and other revenue for local governments, and
 - 266 local jobs.

These are ongoing, annual local impacts that result from increased property taxes and the housing becoming occupied, with the occupants paying taxes and otherwise participating in the local economy year after year. They include the effect of increased property taxes, based on the difference between the value of raw land and the value of a completed housing unit on a finished lot, assuming that raw land would be taxed at the same rate as the completed housing unit.

The ongoing impacts do not include any direct estimate for the retail business, but some of this impact is captured indirectly, as a share of the local spending by occupants of the housing units is likely to be captured by the retail outlet in the same development. The ongoing impacts are also reduced to account for the natural vacancy rate that tends to prevail in multifamily properties (see page 23 of the Technical Documentation).

The above impacts were calculated assuming that the value of the average apartment in Catalyst Starkville is \$292,083; which includes \$37,917 in raw land value and \$436 in permit and other fees paid to local governments; and incur an average annual property tax of \$4,063 per year. In addition, the retail space will require \$1,005,200 in construction work, including an allowance for tenant improvements that will result in an additional \$14,279 in permit and other fees paid to local government and \$11,638 in property taxes. This information was provided by Capital Growth Buchalter, LLC, the developer of Catalyst Starkville.



The Local Economic Impact of Catalyst Starkville

Income, Jobs, and Taxes Generated

Detailed Tables on Income, Jobs and Taxes

Economic Impact of Catalyst Starkville in Oktibbeha County, Mississippi

Summary

Total One-Year Impact: Sum of Phase I and Phase II:

Local Income	Local Business Owners' Income	Local Wages and Salaries	Local Taxes ¹	Local Jobs Supported
\$49,264,100	\$16,529,300	\$32,734,900	\$5,955,600	1,141

Phase I: Direct and Indirect Impact of Construction Activity:

Local Income	Business Owners' Income	Local Wages and Salaries	Local Taxes ¹	Local Jobs Supported
\$35,039,200	\$13,026,700	\$22,012,500	\$2,308,600	761

Phase II: Induced (Ripple) Effect of Spending the Income and Taxes from Phase I:

Local Income	Business Owners' Income	Local Wages and Salaries	Local Taxes ¹	Local Jobs Supported
\$14,224,900	\$3,502,600	\$10,722,400	\$3,647,000	380

Phase III: Ongoing, Annual Effect that Occurs When New Homes are Occupied:

Local Income	Local Business Owners' Income	Local Wages and Salaries	Local Taxes ¹	Local Jobs Supported
\$9,907,900	\$2,434,700	\$7,473,200	\$3,181,500	266

¹ The term local taxes is used as a shorthand for local government revenue from all sources: taxes, fees, fines, revenue from government-owned enterprises, etc.

Economic Impact of Catalyst Starkville in Oktibbeha County, Mississippi
Phase I—Direct and Indirect Impact of Construction Activity

A. Local Income and Jobs by Industry

Industry	Local Income	Local Business Owners' Income	Local Wages and Salaries	Wages & Salaries per Full-time Job	Number of Local Jobs Supported
Construction	\$28,876,200	\$11,106,400	\$17,769,800	\$30,000	594
Manufacturing	\$1,900	\$100	\$1,800	\$26,000	0
Transportation	\$8,200	\$4,000	\$4,200	\$14,000	0
Communications	\$187,100	\$64,400	\$122,700	\$43,000	3
Utilities	\$31,700	\$5,900	\$24,800	\$34,000	1
Wholesale and Retail Trade	\$3,192,200	\$704,400	\$2,487,900	\$22,000	111
Finance and Insurance	\$170,600	\$6,700	\$163,900	\$48,000	3
Real Estate	\$722,000	\$621,700	\$100,300	\$28,000	4
Personal & Repair Services	\$118,000	\$28,000	\$90,000	\$28,000	3
Services to Dwellings / Buildings	\$70,800	\$27,300	\$43,500	\$18,000	2
Business & Professional Services	\$1,289,800	\$315,300	\$974,400	\$32,000	30
Eating and Drinking Places	\$36,700	\$5,800	\$30,900	\$16,000	2
Automobile Repair & Service	\$26,700	\$8,000	\$18,700	\$28,000	1
Entertainment Services	\$11,200	\$1,100	\$10,200	\$9,000	1
Health, Educ. & Social Services	\$3,400	\$100	\$3,300	\$23,000	0
Local Government	\$76,000	\$0	\$76,000	\$53,000	1
Other	\$216,700	\$126,500	\$90,100	\$26,000	3
Total	\$35,039,200	\$13,026,700	\$22,012,500	\$29,000	761

B. Local Government General Revenue by Type

TAXES:		USER FEES & CHARGES:	
Business Property Taxes	\$54,100	Residential Permit / Impact Fees	\$118,900
Residential Property Taxes	\$0	Utilities & Other Govt. Enterprises	\$584,700
General Sales Taxes	\$0	Hospital Charges	\$1,378,600
Specific Excise Taxes	\$400	Transportation Charges	\$0
Income Taxes	\$0	Education Charges	\$68,500
License Taxes	\$2,700	Other Fees and Charges	\$100,700
Other Taxes	\$0	TOTAL FEES & CHARGES	\$2,251,500
TOTAL TAXES	\$57,200	TOTAL GENERAL REVENUE	\$2,308,600

Economic Impact of Catalyst Starkville in Oktibbeha County, Mississippi
Phase II—Induced Effect of Spending Income and Tax Revenue from Phase I

A. Local Income and Jobs by Industry

Industry	Local Income	Local Business Owners' Income	Local Wages and Salaries	Wages & Salaries per Full-time Job	Number of Local Jobs Supported
Construction	\$1,081,500	\$408,100	\$673,400	\$30,000	23
Manufacturing	\$2,600	\$100	\$2,500	\$26,000	0
Transportation	\$59,300	\$28,700	\$30,500	\$14,000	2
Communications	\$817,300	\$339,100	\$478,300	\$54,000	9
Utilities	\$178,300	\$37,600	\$140,700	\$34,000	4
Wholesale and Retail Trade	\$2,280,500	\$382,300	\$1,898,200	\$22,000	85
Finance and Insurance	\$504,300	\$20,300	\$484,000	\$43,000	11
Real Estate	\$1,539,600	\$638,100	\$901,500	\$28,000	32
Personal & Repair Services	\$554,600	\$210,900	\$343,700	\$28,000	12
Services to Dwellings / Buildings	\$193,300	\$74,600	\$118,700	\$18,000	7
Business & Professional Services	\$2,072,700	\$596,400	\$1,476,400	\$27,000	55
Eating and Drinking Places	\$1,030,000	\$200,800	\$829,300	\$16,000	51
Automobile Repair & Service	\$459,600	\$138,300	\$321,300	\$28,000	11
Entertainment Services	\$126,700	\$24,500	\$102,200	\$10,000	10
Health, Educ. & Social Services	\$1,925,600	\$249,900	\$1,675,700	\$42,000	40
Local Government	\$1,086,900	\$0	\$1,086,900	\$48,000	23
Other	\$312,100	\$152,900	\$159,100	\$28,000	6
Total	\$14,224,900	\$3,502,600	\$10,722,400	\$28,000	380

B. Local Government General Revenue by Type

TAXES:		USER FEES & CHARGES:	
Business Property Taxes	\$279,500	Residential Permit / Impact Fees	\$0
Residential Property Taxes	\$0	Utilities & Other Govt. Enterprises	\$2,386,100
General Sales Taxes	\$0	Hospital Charges	\$862,300
Specific Excise Taxes	\$2,300	Transportation Charges	\$0
Income Taxes	\$0	Education Charges	\$27,800
License Taxes	\$13,900	Other Fees and Charges	\$75,100
Other Taxes	\$0	TOTAL FEES & CHARGES	\$3,351,400
TOTAL TAXES	\$295,700	TOTAL GENERAL REVENUE	\$3,647,000

Economic Impact of Catalyst Starkville in Oktibbeha County, Mississippi
Phase III—Ongoing, Annual Effect That Occurs Because Units Are Occupied

A. Local Income and Jobs by Industry

Industry	Local Income	Local Business Owners' Income	Local Wages and Salaries	Wages & Salaries per Full-time Job	Number of Local Jobs Supported
Construction	\$429,000	\$168,500	\$260,500	\$30,000	9
Manufacturing	\$2,100	\$100	\$2,000	\$25,000	0
Transportation	\$45,400	\$22,000	\$23,400	\$14,000	2
Communications	\$562,700	\$233,200	\$329,500	\$55,000	6
Utilities	\$72,900	\$15,300	\$57,600	\$34,000	2
Wholesale and Retail Trade	\$1,694,700	\$252,500	\$1,442,200	\$24,000	59
Finance and Insurance	\$325,300	\$12,900	\$312,400	\$43,000	7
Real Estate	\$1,935,300	\$802,100	\$1,133,200	\$28,000	40
Personal & Repair Services	\$292,400	\$110,100	\$182,300	\$28,000	7
Services to Dwellings / Buildings	\$125,700	\$48,500	\$77,200	\$18,000	4
Business & Professional Services	\$1,072,400	\$297,900	\$774,500	\$26,000	30
Eating and Drinking Places	\$746,100	\$146,500	\$599,600	\$16,000	37
Automobile Repair & Service	\$362,400	\$109,000	\$253,400	\$28,000	9
Entertainment Services	\$137,900	\$18,900	\$119,000	\$11,000	11
Health, Educ. & Social Services	\$992,200	\$127,500	\$864,700	\$42,000	21
Local Government	\$967,700	\$0	\$967,700	\$48,000	20
Other	\$143,700	\$69,700	\$74,000	\$28,000	3
Total	\$9,907,900	\$2,434,700	\$7,473,200	\$28,000	266

B. Local Government General Revenue by Type

TAXES:		USER FEES & CHARGES:	
Business Property Taxes	\$204,200	Residential Permit / Impact Fees	\$0
Residential Property Taxes	\$860,100	Utilities & Other Govt. Enterprises	\$568,800
General Sales Taxes	\$0	Hospital Charges	\$1,463,500
Specific Excise Taxes	\$1,700	Transportation Charges	\$0
Income Taxes	\$0	Education Charges	\$19,400
License Taxes	\$10,100	Other Fees and Charges	\$53,600
Other Taxes	\$0	TOTAL FEES & CHARGES	\$2,105,300
TOTAL TAXES	\$1,076,100	TOTAL GENERAL REVENUE	\$3,181,500



The Local Economic Impact of Catalyst Starkville

Income, Jobs, and Taxes Generated

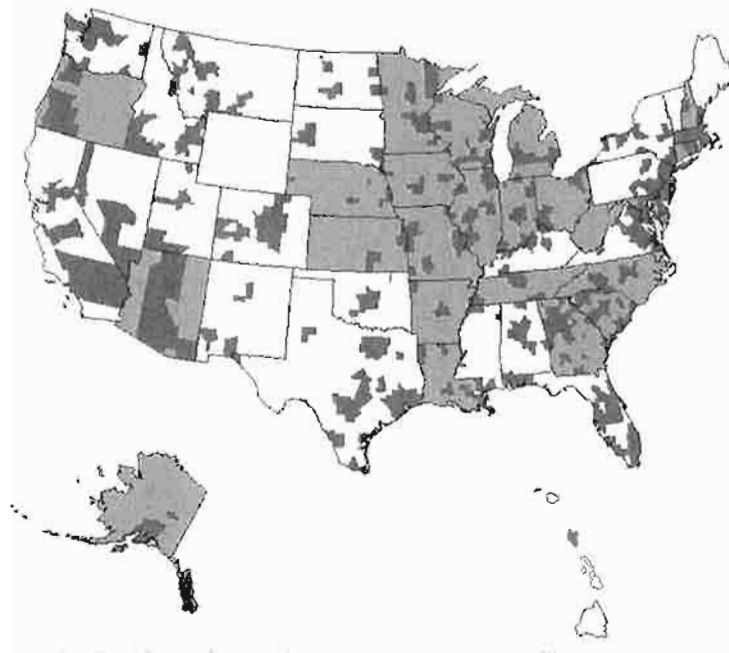
Background and a Brief Description of the Model Used to Estimate the Economic Benefits

In 1996, the Housing Policy Department of the National Association of Home Builders (NAHB) developed an economic model to estimate the local economic benefits of home building. Although at first calibrated to a typical metropolitan area using national averages, the model could be adapted to a specific local economy by replacing national averages with specific local data for key housing market variables. The initial version of the model could be applied to single-family construction, multifamily construction, or a combination of the two.

Since 1997, NAHB has used the model to produce customized reports on the impact of home building in various parts of the country. As of February 2012, NAHB has produced over 800 of these customized reports, analyzing residential construction in various metropolitan areas, non-metropolitan counties, and states (see map below).

Areas Covered by NAHB Local Impact Studies

The dark green shading indicates studies covering metro areas and non-metro counties; the orange shading studies covering an entire state.



The reports have analyzed the impacts of specific housing projects, as well as total home building in areas as large as entire states. In 2002, NAHB developed new versions of the model to analyze active adult housing projects and multifamily development financed with the Low-Income Housing Tax Credit, then in 2005 a version of the model that analyzes remodeling.

Results from NAHB's local impact model have been used by outside organizations such as universities, state housing authorities and affordable housing agencies:

- The Shimborg Center for Affordable Housing at the University of Florida used results from the NAHB model to establish that "the real estate taxes paid year after year are the most obvious long-term economic benefit to the community. Probably the second most obvious long-term economic benefit is the purchases made by the family occupying the completed home." www.shimberg.ufl.edu/pdf/Newslett-June02.pdf

- ☞ The Louisville Affordable Housing Trust Fund (AHTF) used results from the NAHB model to determine the initial one-year impact and the ongoing annual effect that occurs when new homes are occupied. This analysis was performed to help justify the creation of a commission to oversee the newly established AHTF to insure that it works at “finding creative ways to create a sustainable and renewable fund to provide affordable housing opportunities throughout the Louisville community.”
www.openthedoorlouisville.org/housing-trust/economic-growth
- ☞ The Illinois Housing Development Authority used the NAHB model to determine that “the Authority’s new construction activity in single and multifamily housing....resulted in the creation of 4,256 full-time jobs in construction and construction-related industries.” The Authority also used the NAHB impact model to determine the federal, state and local taxes and fees generated from new construction and substantial rehabilitation activity.
www.ihda.org/admin/Upload/Files/94c0ecf7-a238-4be3-90bd-6043cfae81ea.pdf
- ☞ The Stardust Center at the Arizona State University used “the model used and developed by the NAHB to assess the immediate economic impacts of affordable housing” by phase including the construction effect, the construction ripple, and on-going impacts. This was done to show “that permanent, affordable and geographically accessible housing provides numerous benefits both to individual families and to the broader community.”
www.orangetountyfl.net/NR/rdonlyres/efo5wiffiqvqqn2s35shus5i4lwdqgbcxpck2ddndns3msj5qs26ubzllsfl6s6rrwnmtkq4dypnjrdrdzei2llq5g/Socialeconomicimpacts.pdf
- ☞ The Center for Applied Economic Research at Montana State University used “results from an input-output model developed by the National Association of Home Builders to assess the impacts to local areas from new home construction.” The results show that “the construction industry contributes substantially to Montana’s economy accounting for 5.5 percent of Gross State Product.”
- ☞ The Housing Education and Research Center at Michigan State University also adopted the NAHB approach: “The underlying basis for supporting the implementation of this [NAHB] model on Michigan communities is that it provides quantifiable results that link new residential development with commercial and other forms of development therefore illustrating the overall economic effects of residential growth.”
- ☞ The Center for Economic Development at the University of Massachusetts found that “Home building generates substantial local economic activity, including income, jobs, and revenue for state and local governments. These far exceed the school costs-to-property-tax ratios. ...these factors were evaluated by means of a quantitative assessment of data from the National Association of Home Builder’s Local Impact of Home Building model.”
- ☞ Similarly, the Association of Oregon Community Development Organizations decided to base its analysis of affordable housing on the NAHB model, stating that “This model is widely respected and utilized in analyzing the economic impact of market rate housing development,” and that, compared to alternatives, it “is considered the most comprehensive and is considered an improvement on most previous models.”
www.aocdo.org/docs/EcoDevoStudyFinal.pdf

- The Boone County Kentucky Planning Commission included results from the NAHB model in its 2005 Comprehensive Report. The Planning Commission used values from the impact model to quantify the increase in local income, taxes, revenue, jobs, and overall local economic impacts in the Metro Area as a result of new home construction.

The NAHB model is divided into three phases. Phases I and II are one-time effects. Phase I captures the effects that result directly from the construction activity itself and the local industries that contribute to it. Phase II captures the effects that occur as a result of the wages and profits from Phase I being spent in the local economy. Phase III is an ongoing, annual effect that includes property tax payments and the result of the completed unit being occupied.

**Phase I:
Local Industries
Involved in
Home Building**

The jobs, wages, and local taxes (including permit, utility connection, and impact fees) generated by the actual development, construction, and sale of the home. These jobs include on-site and off-site construction work as well as jobs generated in retail and wholesale sales of components, transportation to the site, and the professional services required to build a home and deliver it to its final customer.

**Phase II:
Ripple Effect**

The wages and profits for local area residents earned during the construction period are spent on other locally produced goods and services. This generates additional income for local residents, which is spent on still more locally produced goods and services, and so on. This continuing recycling of income back into the community is usually called a *multiplier* or *ripple* effect.

**Phase III:
Ongoing,
Annual Effect**

The local jobs, income, and taxes generated as a result of the home being occupied. A household moving into a new home generally spends about three-fifths of its income on goods and services sold in the local economy. A fraction of this will become income for local workers and local businesses proprietors. In a typical local area, the household will also pay 1.25 percent of its income to local governments in the form of taxes and user fees, and a fraction of this will become income for local government employees. This is the first step in another set of economic ripples that cause a permanent increase in the level of economic activity, jobs, wages, and local tax receipts.

Modeling a Local Economy

The model defines a local economy as a collection of industries and commodities. These are selected from the detailed benchmark input-output tables produced by the U.S. Bureau of Economic Analysis. The idea is to choose goods and services that would typically be produced, sold, and consumed within a local market area. Laundry services would qualify, for example, while automobile manufacturing would not. Both business-to-business and business-to-consumer transactions are considered. In general the model takes a conservative approach and retains a relatively small number of the available industries and commodities. Of the roughly 400 industries and commodities provided in the input-output files, the model uses only 97 commodities and 99 industries.

The design of the model implies that a local economy should include not only the places people live, but also the places where they work, shop, typically go for entertainment, etc. This corresponds reasonably well to the concepts of Metropolitan Statistical Areas and Metropolitan Divisions, areas defined by the U.S. Office of Management and Budget based on local commuting patterns. Outside of these officially defined metropolitan areas, NAHB has determined that a county will usually satisfy the model's requirements.

For a particular local area, the model adjusts the indirect business tax section of the national input-output accounts to account for the fiscal structure of local governments in the area. The information used to do this comes primarily from the U.S. Census Bureau's Census of Governments. Wages and salaries are extracted from the employee compensation section of the input-output accounts on an industry-by-industry basis. In order to relate wages and salaries to employment, the model incorporates data on local wages per job published by the Bureau of Economic Analysis.

Phase I: Construction

In order to estimate the local impacts generated by home building, it is necessary to know the sales price of the homes being built, how much raw land contributes to the final price, and how much the builder and developer pay to local area governments in the form of permit, utility connection, impact, and other fees. This information is not generally available from national sources and in most cases must be provided by representatives from the area in question who have specialized knowledge of local conditions.

The model subtracts raw land value from the price of new construction and converts the difference into local wages, salaries, business owners' income, and taxes. This is done separately for each of the local industries. In addition, the taxes and fees collected by local governments during the construction phase generate wages and salaries for local government employees. Finally the number of full time jobs supported by the wages and salaries generated in each private local industry and the local government sector is estimated.

Summary of Phase I

Value of Construction
+
Services Provided at Closing
+
Permit / Hook-up / Impact Fees



Model of the Local Economy



Local Income and Taxes

Phase II: The Construction Ripple

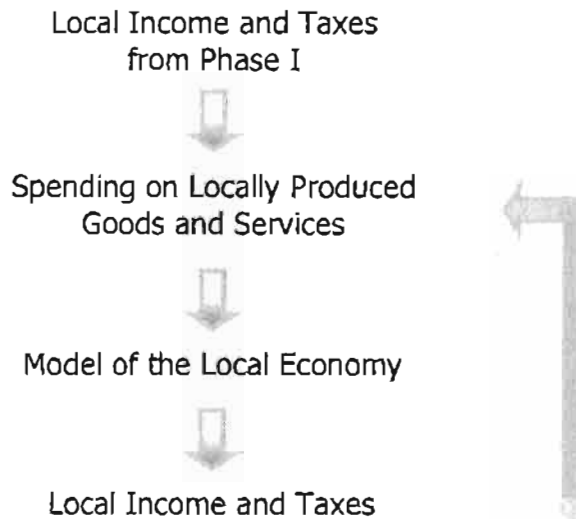
Clearly, the local residents who earn income in Phase I will spend a share of it. Some of this will escape the local economy. A portion of the money used to buy a new car, for example, will become wages for autoworkers that are likely to live in another city, and increased profits for stockholders of an automobile manufacturing company who are also likely to live elsewhere. A portion of the spending, however, will remain within, and have an impact on, the local economy. The car is likely to be purchased from a local dealer and generate income for a salesperson that lives in the area, as well for local workers who provide cleaning, maintenance, and other services to the dealership. Consumers also are likely to purchase many services locally, as well as to pay taxes and fees to local governments.

This implies that the income and taxes generated in Phase I become the input for additional economic impacts analyzed in what we call Phase II of the model. Phase II begins by estimating how much of the added income households spend on each of the local commodities. This requires detailed analysis of data from the Consumer Expenditure (CE) Survey, which is conducted by the U.S. Bureau of Labor Statistics primarily for the purpose of determining the weights for the Consumer Price Index. The analysis produces household spending estimates for 52 local commodities. The remainder of the 97 local commodities enter the model only as business-to-business transactions.

The model then translates the estimated local spending into local business owners' income, wages and salaries, jobs, and taxes. This is essentially the same procedure applied to the homes sold to consumers in Phase I. In Phase II, however, the procedure is applied simultaneously to 56 locally produced and sold commodities.

In other words, the model converts the local income earned in Phase I into local spending, which then generates additional local income. But this in turn will lead to additional spending, which will generate more local income, leading to another round of spending, and so on. Calculating the end result of these economics is a straightforward exercise in mathematics.

Summary of Phase II



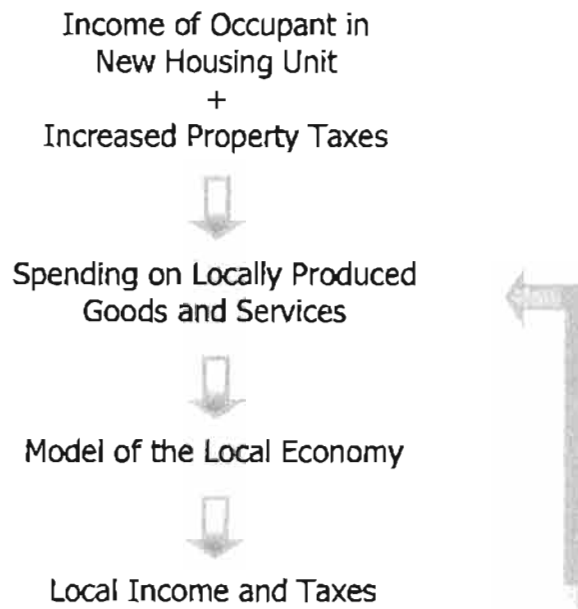
Phase III: Ongoing Impacts

Like Phase II, Phase III involves computing the sum of successive ripples of economic activity. In Phase III, however, the first ripple is generated by the income and spending of a new household (along with the additional property taxes local governments collect as a result of the new structure). This does not necessarily imply that all new homes must be occupied by households moving in from outside the local area. It may be that an average new-home household moves into the newly constructed unit from elsewhere in the same local area, while average existing-home household moves in from outside to occupy the unit vacated by the first household. Alternatively, it may be that the new home allows the local area to retain a household that would otherwise move out of the area for lack of suitable housing.

In any of these cases, it is appropriate to treat a new, occupied housing unit as a net gain to the local economy of one household with average characteristics for a household that occupies a new home. This reasoning is often used, even if unconsciously, when it is assumed that a new home will be occupied by a household with average characteristics—for instance, an average number of children who will consume public education.

To estimate the impact of the net additional households, Phase III of the model requires an estimate of the income of the households occupying the new homes. The information used to compute this estimate comes from several sources, but primarily from an NAHB statistical model based on decennial census data. Phase III of the local impact model then estimates the fraction of income these households spend on various local commodities. The spending tendencies are estimated with CE data in a fashion similar to that described under Phase II. The model also estimates the amount of local taxes the households pay each year. These estimates are based on Census of Governments data with the exception of residential property taxes, which are treated separately, most often with specific information obtained from a local source. Finally, a total ripple effect is computed in a way similar to the procedure outlined above under Phase II.

Summary of Phase III



The details covered here provide a brief description of the model NAHB uses to estimate the local economic benefits of home building. For a more complete description, see the technical documentation at the end of the report. For additional information about the model, or questions about applying it to a particular local area, contact one of the following in NAHB's Economics and Housing Policy Group:

David Crowe, Chief Economist	(202) 266-8383, dcrowe@nahb.org
Paul Emrath, Vice President, Survey and Housing Policy Research	(202) 266-8449, pemrath@nahb.org
Robert D. Dietz, Vice President, Tax and Market Analysis	(202) 266-8285 rdietz@nahb.org

National Association of Home Builders

Local Impact of Home Building
Technical Documentation for the
NAHB Model Used to Estimate
Income, Jobs and Taxes

March 2015

Paul Emrath

Housing Policy Department



Technical Documentation for the NAHB Model Used to Estimate Income, Jobs and Taxes

The Housing Policy Department of the National Association of Home Builders (NAHB) maintains an economic model that it uses to estimate the local economic benefits of home building. The NAHB model is divided into three phases. Phases I and II are one-time effects. Phase I captures the effects that result directly from the construction activity itself and the local industries that contribute to it. Phase II captures the effects that occur as a result of the wages and profits from Phase I being spent in the local economy. Phase III is an ongoing, annual effect that includes property tax payments and the result of the completed unit being occupied.

The model can be customized to a specific local economy by replacing key housing market variables. This document explains describes the sources of data used and explains how the estimates are generated.

Modeling a Local Economy

In the NAHB model, a local economy is defined as a collection of industries and commodities, selected from the 2007 benchmark input-output accounts produced by the U.S. Bureau of Economic Analysis (BEA). These accounts are generally based on the North American Industry Classification System (NAICS), although BEA combines and otherwise modifies the NAICS categories for purposes of the input-output estimates. NAHB's model uses the most detailed (6-digit) industry codes in order to parse industries and commodities as precisely as possible and include only those that are generally local in nature. BEA's 2007 benchmark input-output tables contain a total of 389 industries at the 6-digit level of detail. NAHB's local economy retains the following 99:

	<i>IO Code</i>	<i>Detailed Industry Name</i>
1	111400	Greenhouse, nursery, and floriculture production
2	212310	Stone mining and quarrying
3	221100	Electric power generation, transmission, and distribution
4	221200	Natural gas distribution
5	221300	Water, sewage and other systems
6	230301	Nonresidential maintenance and repair
7	230302	Residential maintenance and repair
8	233210	Health care structures
9	233411	Single-family residential structures
10	233412	Multifamily residential structures
11	323120	Support activities for printing
12	339950	Sign manufacturing
13	420000	Wholesale trade
14	441000	Motor vehicle and parts dealers
15	445000	Food and beverage stores
16	452000	General merchandise stores
17	485000	Transit and ground passenger transportation
18	492000	Couriers and messengers
19	493000	Warehousing and storage
20	511110	Newspaper publishers
21	515100	Radio and television broadcasting
22	515200	Cable and other subscription programming
23	517110	Wired telecommunications carriers
24	517210	Wireless telecommunications carriers (except satellite)

25	518200	Data processing, hosting, and related services
26	519130	Internet publishing and broadcasting and Web search portals
27	524200	Insurance agencies, brokerages, and related activities
28	525000	Funds, trusts, and other financial vehicles
29	531000	Real estate
30	532100	Automotive equipment rental and leasing
31	532400	Commercial and industrial machinery and equipment rental and leasing
32	533000	Lessors of nonfinancial intangible assets
33	541100	Legal services
34	541200	Accounting, tax preparation, bookkeeping, and payroll services
35	541300	Architectural, engineering, and related services
36	541400	Specialized design services
37	541511	Custom computer programming services
38	541512	Computer systems design services
39	541800	Advertising, public relations, and related services
40	541920	Photographic services
41	541940	Veterinary services
42	561100	Office administrative services
43	561200	Facilities support services
44	561300	Employment services
45	561400	Business support services
46	561600	Investigation and security services
47	561700	Services to buildings and dwellings
48	561900	Other support services
49	562000	Waste management and remediation services
50	611100	Elementary and secondary schools
51	621100	Offices of physicians
52	621200	Offices of dentists
53	621300	Offices of other health practitioners
54	621400	Outpatient care centers
55	621600	Home health care services
56	621900	Other ambulatory health care services
57	622000	Hospitals
58	624100	Individual and family services
59	624400	Child day care services
60	711100	Performing arts companies
61	711200	Spectator sports
62	712000	Museums, historical sites, zoos, and parks
63	713100	Amusement parks and arcades
64	713200	Gambling industries (except casino hotels)
65	713900	Other amusement and recreation industries
66	722110	Full-service restaurants
67	722211	Limited-service restaurants
68	811100	Automotive repair and maintenance
69	811200	Electronic and precision equipment repair and maintenance
70	811300	Commercial and industrial machinery and equipment repair and maintenance
71	811400	Personal and household goods repair and maintenance
72	812100	Personal care services
73	812200	Death care services
74	812300	Dry-cleaning and laundry services
75	812900	Other personal services
76	813100	Religious organizations
77	2332A0	Commercial structures, including farm structures
78	2332B0	Other nonresidential structures
79	2334A0	Other residential structures
80	4A0000	Other retail
81	517A00	Satellite, telecommunications resellers, and all other telecommunications

82	5191A0	News syndicates, libraries, archives and all other information services
83	522A00	Nondepository credit intermediation and related activities
84	523A00	Securities and commodity contracts intermediation and brokerage
85	52A000	Monetary authorities and depository credit intermediation
86	532A00	Consumer goods and general rental centers
87	54151A	Other computer related services, including facilities management
88	5419A0	Marketing research & other miscellaneous professional, scientific, & tech. services
89	611B00	Other educational services
90	623A00	Nursing and community care facilities
91	623B00	Residential mental retardation, mental health, substance abuse and other facilities
92	624A00	Community food, housing, and other relief services, including rehabilitation services
93	722A00	All other food and drinking places
94	813A00	Grantmaking, giving, and social advocacy organizations
95	813B00	Civic, social, professional, and similar organizations
96	S00201	State and local government passenger transit
97	S00202	State and local government electric utilities
98	S00203	Other state and local government enterprises
99	S00700	State and local general government

In contrast to the industry categories used in the previous (2002) version of the benchmark input-output tables, the 2007 version shows considerably more detail in the construction sector, and breaks retail trade into several categories.

In the input-output accounts, commodities generally correspond to industries, with the exception of “state and local government passenger transit” and “state and local government electric service,” for which there is no distinct commodity (passenger transit and electric services are defined as input-output commodities irrespective of which industry produces them), so the local economy as defined in the NAHB model consists of 99 industries and 97 commodities.

The above list includes industries in trade, construction, finance, transportation, and services—but excludes virtually all manufacturing, mining, and agriculture, under the presumption that the markets for these products are regional—if not national or international—in nature.

The exclusion of many industries is a distinguishing feature of the NAHB local impact model and is consistent with the overall intent of the model: to analyze the impact of locating a housing unit and the household that occupies it in one place rather than another. From this perspective, a house built in Seattle, Washington should not cause additional airplanes to be built or additional software to be produced, even though the occupants of a home built in Seattle may use software produced in Seattle and travel on planes built in Seattle. Because these households would be likely to use these products the same way even if they lived in some other metropolitan area, use of these products is not a function of the home’s location. Hence, industries like software publishing and aircraft manufacturing are excluded from the model.

Based on the industries and commodities described above, a “total local requirements” matrix is constructed that shows the total output required from each of the local industries to produce \$1 of each local commodities.

To show the derivation of this matrix, let

c = a 97-element column vector of commodity outputs

g = a 99-element column vector of industry outputs

V = a 99×97 subset of the benchmark make table that shows how much of each commodity is produced by each industry

h = a 99-element column vector showing how much scrap is produced by each industry

U = a 97×99 subset of the benchmark use table that shows how much of each commodity used as an input by each industry. Coefficients for the wholesale trade commodity are set to zero, assuming that these transactions are often non-local in nature. The wholesale trade industry produces a considerable amount of the retail trade commodity. The effect of this is to retain retail trade in the model, irrespective of which industry produces it, but to exclude wholesale trade activities.

The following matrices can then be defined through standard input-output algebra:

$B = U \hat{g}^{-1}$ the direct requirements matrix, showing the amount of each commodity needed as a direct input to produce \$1 of each industry's output. (The symbol $\hat{\cdot}$ indicates a matrix created from a vector by placing the vector's elements on the matrix diagonal.) This is simply the use table scaled by industry output.

$j = \hat{g}^{-1} h$ a vector showing scrap as a fraction of each industry's output. Many of the elements of this vector are zero in the NAHB local impact model, which excludes most of the manufacturing sector.

$D = V \hat{c}^{-1}$ a 99×97 market share matrix, or the make table scaled by commodity output. D shows the fraction of each commodity (excluding scrap) produced by each industry.

$F = (I - j)^{-1} D$ a 99×97 matrix showing, for \$1 worth of each commodity, the fraction produced by each industry. In short, F is D adjusted for scrap. F is often called a transformation matrix, because it can be used to transform commodities into the output of industries and vice versa.

$$\text{Total Local Requirements} = F(I - BF)^{-1}$$

The total local requirements matrix translates local commodities into the output of local industries. The NAHB model is designed to capture only a fraction of the output: the fraction that becomes either income for local households or revenue for local governments. These fractions are estimated from a combination of value added components of the input-output tables, plus information taken from other BEA industry accounts. In the BEA accounts, the final price of a commodity is the sum of intermediate outputs plus value added by the industry. To avoid double counting, the NAHB model retains only the value added in each local industry for further analysis.

BEA's input-output accounts break value added into three components: compensation of employees, taxes on production and imports (TOPI), and gross operating surplus. In the NAHB model, local income is derived from compensation of employees and gross operating surplus.

The following table shows information taken from BEA accounts used in this derivation:

	Wages & Salaries per \$ of Employee Compensation	Other Corp. as a % of Gross Operating Surplus	Other Non- Corp. as a % of Gross Operating Surplus
Farms	85.98%	77.63%	28.12%
Mining, except oil and gas	82.18%	12.40%	71.60%
Utilities	74.17%	9.32%	84.32%
Construction	83.11%	68.10%	29.88%
Miscellaneous manufacturing	71.19%	10.16%	87.83%
Printing and related support activities	81.90%	11.75%	85.14%
Wholesale trade	85.93%	15.89%	82.08%
Motor vehicle and parts dealers	85.39%	27.06%	69.55%
Food and beverage stores	81.55%	27.06%	69.55%
General merchandise stores	81.30%	27.06%	69.55%
Other retail	84.09%	27.06%	69.55%
Transit and ground passenger transportation	81.66%	76.22%	22.04%
Other transportation and support activities	81.76%	23.56%	74.53%
Warehousing and storage	81.97%	34.38%	63.45%
Publishing industries (includes software)	84.22%	14.36%	84.75%
Broadcasting and telecommunications	81.49%	26.07%	71.94%
Information and data processing services	84.23%	24.24%	74.30%
Federal Reserve banks, credit intermediation, related act.	85.01%	1.98%	87.89%
Securities, commodity contracts, and investments	87.89%	-2.28%	107.02%
Insurance carriers and related activities	84.36%	6.88%	120.64%
Funds, trusts, and other financial vehicles	57.88%	-16.43%	114.13%
Real estate (estimated by NAHB)	85.90%	100.00%	0.00%
Rental & leasing services and lessors of intangible assets	86.04%	32.70%	64.08%
Legal services	84.92%	76.96%	21.03%
Computer systems design and related services	87.90%	42.09%	53.54%
Misc. professional, scientific, and technical services	86.62%	57.56%	40.53%
Administrative and support services	84.67%	57.36%	40.59%
Waste management and remediation services	79.35%	13.44%	84.75%
Educational services	81.12%	39.22%	54.48%
Ambulatory health care services	82.70%	53.75%	42.32%
Hospitals	82.54%	42.00%	45.89%
Nursing and residential care facilities	80.79%	42.00%	45.89%
Social assistance	82.09%	48.30%	47.41%
Performing arts, spectator sports, museums, related act.	86.80%	70.36%	28.48%
Amusements, gambling, and recreation industries	84.18%	8.46%	90.01%
Food services and drinking places	85.50%	38.55%	58.57%
Other services, except government	85.92%	82.52%	15.81%
State and local government enterprises	68.40%	NA	NA
State and local general government	68.17%	NA	NA

Due to data limitations, ratios from relatively broad categories are sometimes applied to more narrowly defined local industries. For example, ratios for the broad categories "farms" is applied to a much more narrowly defined local industry "Greenhouse, nursery, and floriculture production."

Treatment of real estate is less straightforward than it might be, because the input-output accounts provide one set of estimates for real estate with no detail within that relatively broad industry. When analyzing a local housing economy, it is desirable to account for residential real

estate brokers and property managers, each which has well-known distinctive characteristics. NAHB uses data from the U.S. Census Bureau's 2007 Economic Census to estimate a separate set of coefficients for residential real estate brokers. Coefficients derived this way allocate a relatively small 8 percent of value added to wages and salaries, because most realtor offices are organized as a group of businesses where each broker legally counts as proprietor rather than an employee. The modified coefficients are applied to broker fees that arise in the transaction of single-family homes built for sale (as opposed to custom homes built by a general contractor on home owners' land) and individual multifamily condominiums to the ultimate owner-occupants. Any broker fees that may be charged in the sale of multifamily rental buildings are assumed to be paid to non-local entities and excluded from the model.

Similarly, owners of rental buildings are considered non-local and excluded. However, for obvious reasons, managing the properties needs to be done locally. To handle this, except for the broker fees mentioned above, the NAHB model treats payments made to the real estate sector (primarily rental payments made by tenants in new multifamily buildings) as revenue for non-local property lessors (the federal government's term for what is elsewhere typically called a rental property owner) who then employ local businesses to manage the property. In practice this means subtracting about 57 percent of the rental payment and treating the remaining 43 percent as a local payment for management services. Again, this ratio was computed using detailed industry data from the 2007 Economic Census.

A key feature of the NAHB local impact model is the way it translates the wages and salaries from BEA accounts into local jobs, measured in full-time equivalents (FTEs); i.e., enough work to keep a person employed full-time for a year, based on the hours typically worked by full-time employees in a given industry. Indeed, when users of NAHB's local impact studies cite a single number from one of the studies, it is usually this one.

In general, the translation is accomplished using data on wages per job in each local industry from the Quarterly Census of Employment and Wages (QCEW) produced by the U.S. Bureau of Labor Statistics (BLS). The QCEW provides data for each county in the country, although it may be suppressed in particular cases for some industries due to a small sample size. To reduce the chances of missing data and produce an estimate that can more easily be adjusted for inflation, annual rather than quarterly QCEW data are used. If annual data for a particular industry in a particular local area are missing, they are imputed based on national wages per job in that industry, adjusted by the ratio of local to national wages per job across all industries. If QCEW data are not yet available for the year of construction being analyzed (as is typically the case), wages per job in each industry is inflated using HUD's estimates of median family income, which are available for the current year and for each state and local area in the country. Job counts in the QCEW are based on payroll employment and therefore include part-time as well as full-time workers. The QCEW job counts are converted to FTEs using the ratio of FTEs to jobs in each industry from BEA's national industry accounts.

The estimates of local income in the NAHB model exclude most corporate profits, based on the rationale that ownership of most corporations is national or international in scope. Even if a household living in a particular metropolitan area buys a product manufactured by a corporation located in that metropolitan area, profits derived from the sale are likely to be distributed to shareholders living in other locations.

The model makes an exception for subchapter S corporations, which tend to be smaller and more local in nature than C corporations. S corporations also tend to be relatively common in particular industries, such as residential construction. The Internal Revenue Service (IRS) provides information on business receipts by form of business and industry, and this is used to decompose corporate profits into profits for S-corporations and C-corporations. The IRS tables provide relatively limited industry detail, so again percentages for a broadly defined industry are sometimes applied to several 6-digit NAICS industries. The S-corporation profits by industry are then counted as part of local income.

In general, local government revenue is estimated industry by industry, as a function of both local income and TOPI. TOPI includes taxes imposed at the federal, state and local level. BEA national accounts show that, in the year of the most recent Census of Governments, 9.2 percent of TOPI is federal (almost all excise taxes and custom duties). The Census of Governments is then used to further decompose TOPI into 42.4 percent collected by state governments and 48.4 percent collected by local governments (the largest components of state and local TOPI being sales and property taxes). Thus, the NAHB model uses a base of 90.8 or 48.4 percent of TOPI in each local industry as a starting point, depending on whether a state or local economy is being analyzed.

A distinctive feature of the NAHB model is the way it further employs Census of Governments data to customize the government finances to a particular area. Census of Governments data are available for each of the roughly 89,000 units of government in the U.S., and the NAHB model reads in every line item for every government within the local area being analyzed. Aggregated across all local (or state and local) governments in the U.S., the ratio of TOPI to personal income is 2.776 (or 6.595) percent. This ratio is also calculated for the area being analyzed and used to adjust TOPI by industry up or down. Personal income is used as the base of the ratio, because this is a measure that is available for every local area in the country.

There are two substantial exceptions to this procedure, as discussed below in the sections on Phase I and Phase III. In the case of residential property taxes and sales taxes paid on construction materials, specific information is collected for the construction being analyzed and fed into the model instead.

Census of Governments data is also used to customize taxes and fees paid by the workers and local proprietors who receive income as a result of the home building activity, and, where applicable, corporate income taxes to a local area. Aggregated over all local (or state and local) governments in the U.S., taxes and fees paid by individuals sum to 4.198 (or 7.843) percent of personal income. Again, equivalent ratios are calculated for the area being analyzed and used to customize the government revenue estimates.

To the extent that S corporations pay taxes to state and local governments, these taxes are also counted on the assumption that stockholders of S corps reside in the same area as the company income.

The general procedure for customizing government revenue to a specific local area (or state) can be summarized as follows:

Personal taxes =

$$4.198\% \text{ (or } 7.843\%) \times \text{Local Personal Income} \times \text{Local Factor 1}$$

Business taxes =

$$48.4\% \text{ (or } 90.8\%) \times \text{TOPI in Local Industries} \times \text{Local Factor 2} + \\ 6.349\% \times \text{Corporate Profits in Local Industries} \times \text{Local Factor 3}$$

where the three local factors are derived on a case by case basis from data in the most recent Census of Governments. In practice, Local Factor 3 will usually be zero, as few local governments impose a tax on corporate profits.

The distinguishing aspect of this procedure is that it preserves the industry structure of the input-output accounts while being consistent with revenue being collected by all governments in the area of analysis, as reported by the governments themselves to the U.S. Census Bureau.

Phase I: Construction

As shown diagrammatically in “Background and a Brief Description of the Model Used to Estimate the Economic Benefits”, Phase I of the model feeds the dollar amount of construction and ancillary locally produced items into the income and tax matrices derived from the model total local requirements. Accounting for everything that goes into building a home and delivering it to its customer is more complicated than it may at first appear.

For one thing, the Census Bureau subtracts several items from construction value before providing the numbers to BEA for use in the input-output and related GDP accounts. On new homes built for sale, the Census Bureau subtracts 1.1 percent of the sales price for landscaping, 0.5 percent for appliances, 2.9 percent for realtor and brokers fees, and 2.7 percent for marketing and finance costs. There are equivalent subtractions for custom homes (i.e., homes where the builder functions as a general contractor for a home built on the customer’s lot).

However, the landscaping and purchases of appliances and marketing/broker services associated with a newly built home clearly are attributable to the construction of the home. Phase I of the NAHB model therefore accounts for these items as separate purchases of the local construction, retail trade, and real estate industries. For retail trade, only the gross margin of appliance purchases are counted. Gross margins for different types of retailers are available from the Census Bureau’s Annual Retail Trade Survey.

In addition, there are settlement or closing costs associated with transferring property from a builder to the ultimate owner. In a typical case, these costs are shared between buyers and sellers. Construction value as defined in the input-output accounts includes closing costs if they are paid by the seller, but not the buyer. When the local impact model was first developed, NAHB verified these details with economists at BEA.

In order to estimate both closing costs as a fraction of the home’s price and the share of these costs the buyer pays, the NAHB model uses national average data compiled by the U.S.

Department of Housing and Urban Development.² The share of settlement costs paid for by the buyer for loan origination and discount fees, title and private mortgage insurance, and legal fees are counted as output of the local depository credit intermediation, insurance, and legal services industries, respectively.

Another category of closing costs sometimes paid by the buyer is mortgage or deed transfer taxes. Phase I of the NAHB model does not automatically include an amount for transfer taxes. In most (but not all) instances, these taxes are imposed by state, rather than local, governments. To the extent that transfer taxes apply in a specific case, that information needs to be supplied by the local entity requesting the analysis.

The local entity requesting the analysis is also asked to provide information on whether or not sales taxes are imposed on construction materials and supplies; and, if so, the relevant sales tax rate. The model then applies the relevant rate to 34.1 percent of construction value, assuming that materials account for that share of the final value of a housing unit. The figure of 34.1 was calculated from the ratio of materials to construction value for several categories of construction businesses in the Economic Census, including trade contractors. The calculation takes subcontracting into account, as a large fraction of the final construction value of a housing unit is subcontracted to businesses that may also purchase materials.

Phase II: The Construction Ripple

Phase I of the model translates home building activity into income for local workers and business proprietors, and revenue for local governments. This output serves as the input for Phase II, as part of the local income generated will be spent, generating more income, generating more spending, and so on. These spending ripples damp and eventually converge to a limit, which is the ultimate ripple or multiplier effect.

To convert local income to local spending, the model requires information about local household spending tendencies. Detailed spending information at the household level is available from the Consumer Expenditure (CE) Survey, produced by the U.S. Bureau of Labor Statistics (BLS) primarily for the purpose of determining the weights for the Consumer Price Index.³

The CE consists of two different types of surveys: 1) an interview survey that collects data on monthly expenditures as well as information on income and household characteristics, and 2) a diary survey that collects data on weekly expenditures of frequently purchased items. These are two separate surveys, each designed individually with weights that aggregate to an estimate of total spending in the U.S. When it estimates aggregate measures of consumer spending, BLS combines results from the two different types of surveys in a manner it does not disclose.

² Report to Congress on the Need for Further Legislation in the Area of Real Estate Settlements, 1981, Exhibits II-1 and II-6.

³ Technically, in the Consumer Expenditure Survey, the unit of measurement is actually not a household, but a *Consumer Unit*, a group of individuals who live in the same house and make joint purchasing decisions. There may be more than one Consumer Unit in a household.

The NAHB local impact model uses only data from the interview survey, primarily to avoid the need for arbitrary decisions about which spending items to take from which survey. Based on its CE interview survey, BLS produces a public use microdata set consisting of quarterly files with household characteristics (including income), another set of quarterly files with income and other characteristics for each member of the household, and a set of fifty-one annual "EXPN" files with detailed information about various categories of expenditures.

These detailed files allow NAHB to maintain a conservative approach and exclude spending on items that may often be purchased from a vendor outside the local area. For example, BLS collects information on spending while on trips and vacations away from home in a separate "ETRV" and "ETRE" file. The NAHB local impact model does not include any spending information at all from these files. NAHB processes the information from the EXPN files along with information on household characteristics and income to estimate spending tendencies on 52 locally produced commodities, as shown in the following table:

Local Spending Extracted from the CE EXPN Files

	Local commodity	IO Code	CE File	Description of items included in local spending
01	Greenhouse, nursery, and floriculture production	111400	ECRB	Costs of all items and services for planting shrubs or trees, or otherwise landscaping the ground of the housing unit in which the consumer unit lives.
02	Electric power generation, transmission, and distribution	221100	EUTC	Electricity bills for the housing unit in which the consumer unit lives, including if combined with natural gas and/or water, sewerage. This is also the default category for generally combined expenses with particular utility not specified.
03	Natural gas distribution	221200	EUTC	Gas bills for the housing unit in which the consumer unit lives.
04	Water, sewage and other systems	221300	EUTC	Water and/or sewage bills, including water combined with trash collection, for the housing unit in which the consumer unit lives.
05	Residential maintenance and repairs	230302	ECRB	Costs of all items and services associated with building or repairing an addition to the house or a new structure including porch, garage or new wing; finishing a basement or an attic or enclosing a porch; remodeling one or more rooms; building outdoor patios, walks, fences, or other enclosures, driveways, or permanent swimming pools, inside painting or papering; outside painting; plastering or paneling; plumbing or water heating installations and repairs; electrical work; heating or air-conditioning jobs; flooring repair or replacement; insulation; roofing, gutters, or downspouts; siding; installation, repair, or replacement of window panes, screens, storm doors, awnings, etc.; and masonry, brick or stucco work; or other improvements or repairs for the housing unit in which the consumer unit lives.
For the four categories of retail trade, only gross margins rather than total spending is put into the model. Gross margins are applied industry by industry. A single factor is used to reduce the amount to account for loss of business to local retailers to E-commerce and mail order business. The source is the most recent data in the Census Bureau's 2012 Annual Retail Trade Report, released in 2014.				
06	Motor vehicle and parts dealers	441000	EOVB	Purchases of automobiles, including down payment and payment of principle on loans $\times$ 17.6% (gross margin for automobile dealers).
07	Food and beverage stores	445000	ETRF	Cost of food or beverages at grocery, convenient or liquor stores during local overnight stays $\times$ 27.9% (gross margin for food and beverage stores).

	Local commodity	NAICS Code	EXPN File	Description of items included in local spending
07	Food and beverage stores (cont.)	445000	EXPA	Expenditure for food, non-alcoholic beverages and nonfood items at grocery stores, food and non-alcoholic beverages from places other than grocery stores, and all alcohol to be served at the home $\times$ 27.9% (gross margin for food and beverage stores).
08	General merchandise stores	452000	EAPA	50 percent of major appliance purchases (assuming other 50 percent purchased from other retail) $\times$ 26.3% (gross margin for general merchandise stores), adjusted for losses to E-commerce and mail order business.
			EAPB	50 percent of purchases of other households appliances and other selected items (assuming other 50 percent purchased from other retail) $\times$ 26.3% (gross margin for general merchandise stores), adjusted for losses to E-commerce and mail order business.
			EFRA	50% of purchases of home furnishings (assuming other 50 percent purchased from other retail) $\times$ 32.1% (gross margin for department stores), adjusted for losses to E-commerce and mail order business.
			ECLA	50% of purchases of clothing and accessories (assuming other 50 percent purchased from other retail) $\times$ 32.1% (gross margin for department stores), adjusted for losses to E-commerce and mail order business.
			EENT	50% of purchases of CDs or audio tapes, photographic film, video cassettes or tapes or discs, and books, but not through a mail order club or subscription $\times$ 32.1% (gross margin for department stores), adjusted for losses to E-commerce and mail order business.
09	Other retail	4A0000	EUTC	Bills for fuel oil, bottle or tank gas, or fuels not specifically identified, for the home in which the consumer unit lives $\times$ 37.8% (gross margin for nonstore retailers).
			ECRA	Purchase of building materials and supplies, either for or not for a specific project $\times$ 34.7% (gross margin for building materials and supplies dealers).
			EAPA	50 percent of major appliance purchases (assuming other 50 percent purchased from general merchandise stores) $\times$ 28.2% (gross margin for electronics and appliance stores), adjusted for losses to E-commerce and mail order business.
			EAPB	50 percent of purchases of other households appliances and other selected items (assuming other 50 percent purchased from general merchandise stores) $\times$ 28.2% (gross margin for electronics and appliance stores), adjusted for losses to E-commerce and mail order business.
			EFRA	50% of purchases of home furnishings (assuming other 50 percent purchased from general merchandise stores) $\times$ 46.6% (gross margin for furniture and home furnishing stores), adjusted for losses to E-commerce and mail order business.
			ECLA	50% of purchases of clothing and accessories (assuming other 50 percent purchased from general merchandise stores) $\times$ 45.8% (gross margin for clothing and clothing accessories stores), adjusted for losses to E-commerce and mail order business.
			EVOT	Purchases of gasoline and other fuels and fluids used in vehicles $\times$ 10.8% (gross margin for gasoline stations)
			EIHB	Share of health insurance premiums, after broker/agent share is subtracted, used to purchase prescription drugs and durable medical equipment $\times$ 30.0% (gross margin for health and personal care stores), adjusted for losses to E-commerce and mail order business.
			EIHC	Number of persons covered by Medicare if in a senior household $\times$ Medicare expenditure per enrollee $\times$ the share of Medicare expenditures used to pay for prescription drugs, other nondurable medical products, and durable medical equipment $\times$ 30.0% (gross margin for health and personal care stores), adjusted for losses to E-commerce and mail order business.

	Local commodity	NAICS Code	EXPN File	Description of items included in local spending
09	Other retail (cont)	4A0000	EMDB	Direct purchases of glasses, hearing aids, prescription medication, convalescent equipment, or other medical equipment × 30.0% (gross margin for health and personal care stores), adjusted for losses to E-commerce and mail order business.
			EEDA	Purchases of books or other equipment for elementary or high school for members of the consumer unit × 41.6% (gross margin for sporting goods, hobby, book and music stores), adjusted for losses to E-commerce and mail order business.
			EENT	50% of purchases of CDs or audio tapes, photographic film, video cassettes or tapes or discs, and books, but not through a mail order club or subscription (assuming other 50 percent purchased from general merchandise stores) × 41.6% (gross margin for sporting goods, hobby, book and music stores), adjusted for losses to E-commerce and mail order business.
			EMIS	Expenses for flowers, potted plants, pet supplies and medicines, toys, and games, and hobbies, including if combined with computer software for games × 45.4% (gross margin for miscellaneous store retailer), and adjusted for losses to E-commerce and mail order business.
			EXPB	Expenditures for cigarettes and other tobacco products × 29.4% (gross margin for all retailers excluding motor vehicle and parts dealers), adjusted for losses to E-commerce and mail order business.
10	Transit and ground passenger transportation	485000	EXPB	Costs for taxis, limousine service, and public transportation, except while on a trip.
11	Newspaper publishers	511110	EENT	Expenses for newspapers and other periodicals not through a subscription.
12	Wired telecommunications carriers	517110	EUTA	Bills from telecommunications companies for residential service, internet access, non-telephone rental and purchases, and 71.2% of bills for cable or satellite television service (financial data compiled by Multiscreen Research Group, Inc indicates that satellite had a 28.8% share of the combined cable/satellite market).
			EUTP	Pre-paid phone card or public pay phone services.
			EUTI	Bills from internet service providers for internet connection and service (excluding those away from home), miscellaneous combined expenses, and 71.2% of bills for cable or satellite television service.
13	Wireless telecommunications carriers (except satellite)	517210	EUTA	Bills for mobile/cellular telephone service.
			EUTP	Pre-paid cellular minutes.
14	Satellite, telecommunications resellers, and all other telecommunications	517A00	EUTA	28.8% of the bills from telecommunications for cable or satellite television service, plus bills for Voice over IP service.
			EUTI	Bills from internet service providers for satellite radio, plus 28.8% of the bills for cable or satellite television service.
15	Data processing, hosting, and related services	518200	EUTA	Bills paid to providers of applications, games or ringtones.
16	Monetary authorities and depository credit intermediation	52A000	EHEL	Interest paid on lump sum home equity loans, based only on the home in which the consumer unit lives.

	Local commodity	NAICS Code	EXPN File	Description of items included in local spending
16	Monetary authorities and depository credit intermediation (cont)	52A000	EOPH	Interest paid on home equity lines of credit, based only on the home in which the consumer unit lives.
			EXPB	Charges for safe deposit boxes, checking accounts, and other banking services.
17	Nondepository credit intermediation and related activities	522A00	EOVB	Interest payment on automobile loans.
18	Insurance agencies, brokerages, and other insurance related activities	524200	EINB	Percent of premiums for all types of insurance other than health (percentage based on agent/brokers' share of industry).
			EIHB	Percent of premiums for health insurance (percentage based on agent/brokers' share of industry).
19	Real estate	531000	RNT	Total rental payments for the housing unit in which the consumer unit lives.
			OPI	Ground or land rent, regular HOA fees, special payments for property management services—for the property in which the consumer unit lives.
20	Automotive equipment rental and leasing	532100	ERTV	Expenses for renting vehicles, except if rented while on a vacation.
			ELSD	Expenses for leasing vehicles.
21	Consumer goods and general rental centers	532A00	EAPA	Expenses for renting major appliances.
			EAPB	Expenses for renting other household appliances and selected items.
			EFRB	Expenses for renting furniture.
			ECLD	Expenses for renting clothing.
			EMDB	Expenses for renting convalescent or other medical equipment.
			EENT	Amount paid for rental of Blu-ray Discs, DVDs, or VHS tapes.
22	Legal services	541100	EMIS	Expenses for services of lawyers or other legal professionals.
23	Accounting, tax preparation, bookkeeping, and payroll services	541200	EMIS	Accounting fees.
24	Photographic services	541920	EENT	Amount paid for film processing or printing digital photographs.
			EMIS	Amount paid for professional photography fees.
25	Veterinary services	541940	EMIS	Veterinarian expenses, including if combined with other pet services.
26	Investigation and security services	561600	EMIS	Home security service fees.
27	Services to buildings and dwellings	561700	EAPA	Charges for installing major appliances.

	Local commodity	NAICS Code	EXPN File	Description of items included in local spending
27	Services to buildings and dwellings (cont.)	561700	EEQB	Costs for pest control or repairing and servicing heating and air conditioning equipment.
			EMIS	Gardening or lawn care, housekeeping, or other home services and small repair jobs around the house.
28	Waste management and remediation services	562000	EUTC	Trash/garbage collection bills, including if combined with sewerage, and septic tank cleaning services, for the housing unit in which the consumer unit lives.
29	Elementary and secondary schools	611100	EEDA	Tuition and other expenses for elementary or high school for members of the consumer unit.
30	Offices of physicians	621A00	EIHB	Share of health insurance premiums, after broker/agent share is subtracted, used to pay for physician and clinical services.
			EIHC	Number of persons covered by Medicare if in a senior household x Medicare expenditure per enrollee x the share of Medicare expenditures used to pay for physician and clinical services.
			EMDB	Direct payments for eye care or physician services.
31	Offices of dentists	621200	EIHB	Share of health insurance premiums, after broker/agent share is subtracted, used to pay for dental services.
			EIHC	Number of persons covered by Medicare if in a senior household x Medicare expenditure per enrollee x the share of Medicare expenditures used to pay for dental services.
			EMDB	Direct payments for dental care
32	Offices of other health practitioners	621800	EIHB	Share of health insurance premiums, after broker/agent share is subtracted, used to pay for other professional services.
			IHC	Number of persons covered by Medicare if in a senior household x Medicare expenditure per enrollee x the share of Medicare expenditures used to pay for other professional services.
			EMDB	Direct payments for services by medical professionals other than physicians, lab tests, and other medical care.
33	Home health care services	621600	EIHB	Share of health insurance premiums, after broker/agent share is subtracted, used to pay for home health care.
			EIHC	Number of persons covered by Medicare if in a senior household x Medicare expenditure per enrollee x the share of Medicare expenditures used to pay for home health care.
34	Hospitals	622000	EIHB	Share of health insurance premiums, after broker/agent share is subtracted, used to pay for hospital care.
			EIHC	Number of persons covered by Medicare if in a senior household x Medicare expenditure per enrollee x the share of Medicare expenditures used to pay for hospital care.
			EMDB	Direct payments for hospital rooms or services.
35	Nursing and residential care facilities	623000	EIHB	Share of health insurance premiums, after broker/agent share is subtracted, used to pay for nursing home care.
			EIHC	Number of persons covered by Medicare if in a senior household x Medicare expenditure per enrollee x the share of Medicare expenditures used to pay for nursing home care.
			EMDB	Direct payments for care in convalescent of nursing home.
36	Child day care services	624400	EEDA	Expenses for nursery school or child day care centers for members of the consumer unit.

	Local commodity	NAICS Code	EXPN File	Description of items included in local spending
36	Child day care services	624400	EMIS	Expenses for babysitting, nanny services, or child care in the consumer unit's or someone else's home.
37	Performing arts companies	711100	ESUB	Theater or concert season tickets.
			EENT	Single admissions to movies, theaters, and concerts.
38	Spectator sports	711200	ESUB	Season tickets to sporting events.
			EENT	Single admissions to spectator sporting events.
39	Gambling industries (except casino hotels)	713200	EMIS	Expenses for lotteries and games of chance.
40	Other amusement and recreation industries	713900	EEDA	Recreational lessons and instruction for members of the consumer unit.
			ESUB	Expenses for membership in golf courses, country clubs, health clubs, fitness centers, or other sports and recreational organizations.
			EENT	Fees for participating in sports.
			ETRF	Amount paid for entertainment or admissions during local overnight stays
41	Full-service restaurants	722110	ETRF	50% of cost of meals, snacks, or beverages at restaurants, bars or fast food places during local overnight stays.
			EXPA	50% of expenditures for food and beverages at restaurants, cafeterias, cafes, drive-ins, etc. or t school for or pre-school for school-age children.
42	Limited-service restaurants	722211	ETRF	50% of cost of meals, snacks, or beverages at restaurants, bars or fast food places during local overnight stays.
			EXPA	50% of expenditures for food and beverages at restaurants, cafeterias, cafes, drive-ins, etc. or t school for or pre-school for school-age children.
43	All other food and drinking places	722A00	EMIS	Food and beverage for catered affairs.
44	Automotive repair and maintenance, except car washes	8111A0	EVEQ	Expenses for vehicle maintenance and repair.
			EVOT	Expenses for towing and automobile repair service policies.
45	Electronic and precision equipment repair and maintenance ⁴	811200	EEQB	Cost for repairs and services to AV equipment (except if installed in a vehicle) and to computers and related equipment.
46	Personal and household goods repair and maintenance	811400	EEQB	Costs for repairing or servicing miscellaneous items such as appliances, tools, photographic, sports, and lawn and garden equipment.
			EFRB	Costs for repairing furniture.
			ECLD	Costs for repairing or altering clothing and accessories, or repairing watches or jewelry.
47	Personal care services	812100	EIHB	Share of health insurance premiums, after broker/agent share is subtracted, used to pay for other health, residential and personal care services.
			EIHC	Number of persons covered by Medicare if in a senior household x Medicare expenditure per enrollee x the share of Medicare expenditures for other health, residential and personal care services.

	Local commodity	NAICS Code	EXPN File	Description of items included in local spending
48	Death care services	812200	EMIS	Expenses for funerals, burials, cremation, and purchase and upkeep of cemetery lots or vaults.
49	Dry cleaning and laundry services	812300	EXPB	Expenses for clothing and other items at sent to drycleaners and laundry, as well as coin operated dry cleaning and laundry machines.
50	Other personal services	812900	ECLD	Costs of clothing storage services.
			EVOT	Fess for vehicle parking, boat docking and plane landing.
			EMIS	Pet services.
			EXPB	Expenses for haircuts, hair styling, manicures, massages, and other salon services.
51	Religious organizations	813100	ECNT	Contributions to religious organizations.
52	Civic, social, professional and similar organizations	813800	ESUB	Expenses for membership in civic, service, or fraternal organizations.

There is somewhat more detail in a few input-output industries than is available in a spending line from the CE files. For example, the CE files do not distinguish spending in limited service eating places from spending in full service restaurants. According to the 2007 Economic Census, total sales in each category was \$182 to \$192 billion—close to a 50-50 split. Therefore, half of spending in eating places is allocated to full service restaurants; the other half to the limited service places. Similarly, the CE files don't distinguish items purchased in general merchandise stores from those purchased in more specialized retail outlets. For goods that likely could be purchased in either, again a 50-50 split is used, as shown for local commodities 08 and 09 in the table above.

For all items included under any retail sales category, only the gross margins are included, and in most cases a further adjustment is made to account for loss of local sales to E-commerce and mail order business. These adjustments are based on information in the Census Bureau's Annual Retail Trade Report for 2012. The report includes a table on gross margins by 6-digit NAICS code that can be used directly. The report also contains separate tables on total sales and mail order & E-commerce. An adjustment factor is calculated based on total E-commerce & mail order sales as a fraction of total retail sales, excluding food and beverage service and motor vehicle and parts dealers. For 2012, the adjustment factor is 1-322,543/4,344,140. In the above table, "adjusted for E-commerce and mail order loss" means that particular category of retail spending is multiplied by this factor.

Insurance payments are separated into a share going to brokers and agents and the insurance companies, based on the proportional share of revenue reported in the latest Economic Census. The share going to brokers and agents is counted as local income. However, it is also assumed that the share going to insurance companies comes back in some cases as these companies pay medical costs for policy holders that go to health care providers in the local area. This is estimated using "Personal Health Care Expenditures by object & Source of Payment" reported by the Census Bureau in the Table 138 of the 2012 Statistical Abstract of the United States. A similar calculation is made for expenses covered by Medicare. The CE data include the number of household members covered by Medicare. Payments made by Medicare to local

stories will be visible from street level at University Drive.

Capital Growth Properties has made an obvious effort to ease the transition for the property's neighbors by conducting focus groups, meeting with city officials and leaders, and by self-imposing the condition that they will limit the facade of the building facing University Drive to four (4) stories.

Furthermore, a mixed use neighborhood promotes public safety. Single use zones can lead to inactivity during the day in residential zones and at night in commercial zones, leading to the potential for increased crime or vandalism during these "dead zones". By combining residential with retail and commercial businesses to create mixed use neighborhoods, these "dead zones" are reduced dramatically, promoting a safer environment for the community at large.

A mixed use neighborhood also attracts a more diverse population to the area. Instead of strictly being a development for college students, young professionals and alumni will be drawn to the area for the easy and convenient access to retail and commercial services within walking distance of their front door and downtown.

Economic Effects:

If the subject property is rezoned, it will not only increase in value, but it will help increase the values of the surrounding properties as well, and help to bring increased revenue, taxes and jobs to the City. Based on initial estimates, the total direct, indirect and ongoing effect to the City of Starkville, upon construction completion at the end of year one (1), would be forty-five million one hundred forty-three thousand seven hundred ninety-six dollars (\$45,143,796.00).

Conclusion:

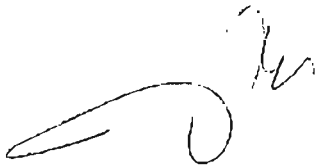
The subject property needs to be rezoned to allow Capital Growth Properties to successfully develop it into a mixed use area that will benefit the City of Starkville, both economically and by helping further Starkville as a premiere college town.

As demonstrated herein, a tremendous change has occurred in the conditions surrounding the existing area, and there is a need for

a mixed use area near Mississippi State University campus that will provide a gateway to the downtown area that makes the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Based on the information included in this letter, along with further information to be presented at the public hearing , I am respectfully requesting, on behalf of my clients, that Lots 33 and Part of 35-B of Block 28 in the City of Starkville, Mississippi be rezoned from C-2 Business to a T6 District.

Sincerely,

A handwritten signature in dark ink, appearing to read 'John Stuart Moore', with a large, stylized initial 'J' and a long, sweeping underline.

John Stuart Moore

MOORE LAW OFFICE

JOHN STUART MOORE
ATTORNEY AT LAW

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

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

September 1, 2015

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

RE: Christopher Kritzman / Capital Growth Properties Rezoning -
The HCB III, LLC Property - Part of Lot 35-B and Part of Lot
32 of Block 28 in the City of Starkville, Mississippi.

Dear Mr. Sanders:

Background:

The subject property consists of Part of Lot 35-B and Part of Lot 32 of Block 28 in the City of Starkville, Mississippi. These lots are currently owned by HCB III, LLC, but are under contract for sale to Capital Growth Properties. Capital Growth Properties intends to purchase the HCB III, LLC property, in conjunction with other surrounding properties, collectively referred to herein as the "Development Site", to build a new cohesive residential and retail development that will benefit the City of Starkville.

Area:

The subject property consists of Parcel 101C-00-002.00. The lot is currently zoned T4. Property to the North is zoned C-2, and is Residential in use. Property to the South is zoned T5 and T4, and is Multifamily Residential in use. Property to the East is zoned T4, and is currently vacant. Property to the West is zoned T5 and T4, and is Retail and Multifamily Residential in use.

Rezoning Request:

Capital Growth Properties is requesting to rezone the subject property from T4 to T6 to allow them to develop the subject property to meet the changing needs of the surrounding

neighborhood. The subject property is part of the Development Site on which Capital Growth Properties intends to construct a mixed use development consisting of multifamily residential apartment units and commercial retail space. In order for Capital Growth Properties to proceed with their plans, the subject property must be rezoned to allow for these uses. A T4 District does not allow for higher density housing or for the commercial uses that a T6 category permits. The benefits of a higher density mixed use development are outlined below.

According to the City of Starkville's Code of Ordinances, the intent of the Transect Districts is described as follows:

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

The differences between T4 and T6 zones, according to the City of Starkville's Code of Ordinances, Appendix A, Article VII, Section T are:

T4: Sec. T - § 3. - SPECIFIC TO T4 DISTRICTS.

Lots located within the T4 District shall be subject to the requirements of this section.

6.1 LOTS

- (a) Subdivisions of existing Lots and new combinations

of Lots shall have a minimum width of 18 feet and a maximum width of 96 feet, measured at the Frontage Line.

6.2 LOT OCCUPATION

- (a) For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.
- (b) Primary Buildings may be positioned within the boundaries of a Lot to create an Edgeyard, Sideyard, or Rearyard. (see Table 3)
- (c) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 9.
- (d) Lot coverage by Buildings and impermeable surfaces shall be a maximum of 70% of the Lot area.
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 60% at the Setback.

6.3 BUILDING FORM

- (a) The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.
- (b) The maximum height of a Primary Building shall be two (2) stories as specified on Table 3 and Table 9.
- (c) The maximum height of a Secondary Building shall be two (2) stories as specified on Table 3 and Table 9.
- (d) The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and Table 9.
- (e) Open porches, balconies, and bay windows may Encroach the first Lot Layer 50% of its depth.
- (f) Reserved.
- (g) Stoops, Lightwells, and Terraces may Encroach the first Lot Layer 100% of its depth.

6.4 BUILDING USE

- (a) Buildings may combine up to two (2) Uses listed on

Table 5.

- (b) The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).
- (c) The work quarters of Home Businesses shall be not be visible from the Public Frontage.
- (d) Lodging Uses shall be owner occupied.
- (e) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), up to twelve (12) bedrooms max and in addition to any parking requirement for any other Use.
- (f) The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to the parking requirement for any other Use.
- (g) The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to the parking requirement for any other Use.

6.5 PARKING

- (a) Driveways shall be no wider than 10 feet in the first Lot Layer.
- (b) All parking areas and garages shall be located at the third Lot Layer as illustrated on Table 11.

6.6 LANDSCAPE

- (a) The first Lot Layer may not be paved, with the exception of Driveways as specified in § 3.5(a).

6.7 SIGNAGE

- (a) Address, Awning, Blade, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Band Signs shall be permitted by Exception.
- (c) Permitted signage types shall conform to the

specifications of Table 8.

- (d) Signage shall be externally illuminated, except that Window Signs may be neon lit.

TABLE 9. T4 BUILDING SETBACKS

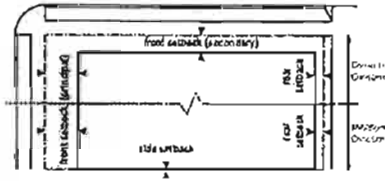
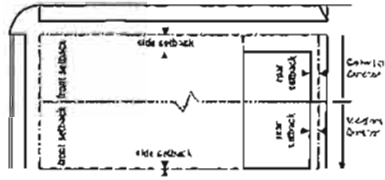
	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Front Setback (Principal)	6 ft. min. 18 ft. max.	20 ft. min. + setback
Front Setback (Secondary)	6 ft. min. 18 ft. max.	n/a
Side Setback	0 ft. min.	0 ft. or 3 ft. at corner
Rear Setback	3 ft. min.	3 ft. min.
Illustration		

TABLE 10. T4 BUILDING HEIGHT

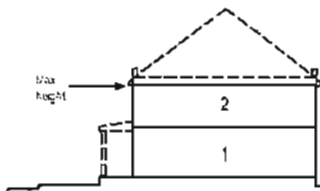
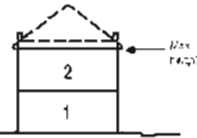
	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Height (in Stories)	2 stories	2 stories
Illustration		

TABLE II. T4 PARKING PLACEMENT	
PARKING PLACEMENT	
1. <u>Uncovered parking spaces may be provided within the third Layer.</u>	
2. <u>Covered parking shall be provided within the third Layer.</u>	
3. <u>Trash containers shall be stored within the third Layer.</u>	

T6: Sec. T - § 5. - SPECIFIC TO T6 DISTRICTS.

Lots located within the T6 District shall be subject to the requirements of this section.

8.1 - LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.

8.2 - LOT OCCUPATION

- (a) One (1) Primary Building may be built on each Lot.
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 15.
- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Rearyard or Courtyard. (see Table 3)
- (d) Lot coverage by Buildings shall be a maximum of 90% of the Lot area.
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.

8.3 - BUILDING FORM

- (a) The maximum height of a Primary building shall be five (5) Stories. (see Table 3 and on Table 15)
- (b) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.
- (c) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.
- (d) A first Story Residential or Lodging Function shall be raised a minimum of three (3) feet from the average grade of the Walkway.
- (e) Loading docks and service areas shall be permitted on Frontages by Exception.
- (f) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.
- (g) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
- (h) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.
- (i) The Principal Entrance to a building shall be oriented toward the Frontage Line. Buildings on corner Lots may orient the Principal Entrance at a forty-five degree (45°) angle to the intersection of the Primary and Secondary Frontage Lines.

8.4 - BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 6.

- (b) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.

8.5 - PARKING

- (a) All parking lots, garages and Parking Structures shall be located in the third Lot Layer as illustrated on Table 17.
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

8.6 - LANDSCAPE

- (a) The first Lot Layer may be paved.

8.7 - SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Permitted signage types shall conform to the specifications of Table 8.
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

TABLE 15. T6 BUILDING SETBACKS

	PRINCIPAL BUILDING	OUTBUILDING
Front Setback (Principal)	0 ft. min. 15 ft. max.	n/a
Front Setback (Secondary)	0 ft. min. 15 ft. max.	n/a

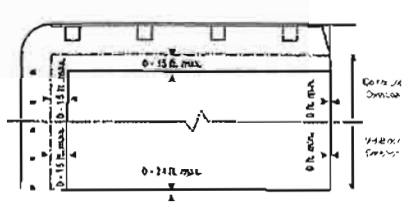
Side Setback	0 ft. min. 24 ft. max.	n/a
Rear Setback	0 ft. min.	n/a
Illustration		n/a

TABLE 16. T6 BUILDING HEIGHT

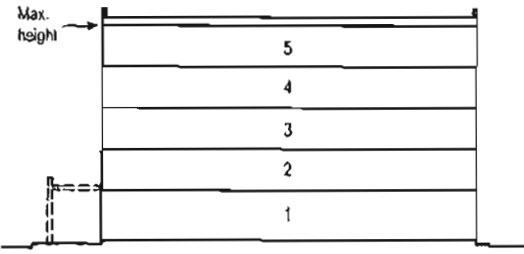
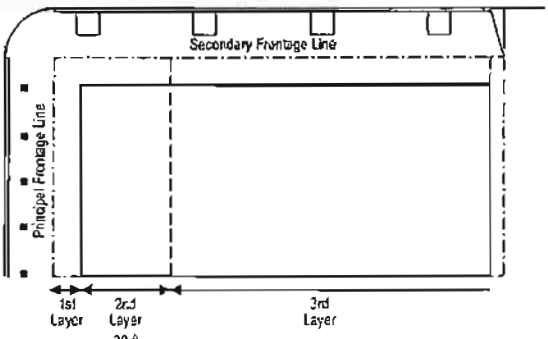
	PRINCIPAL BUILDING	OUTBUILDING
Height (in Stories)	5 stories	n/a
Illustration		

TABLE 17. T6 PARKING PLACEMENT

PARKING PLACEMENT 1. Uncovered parking spaces may be provided within the third Layer. 2. Covered parking shall be provided within the third Layer. 3. Trash containers shall be stored within the third Layer.	 The diagram illustrates the parking placement within a lot. It shows three distinct layers: the 1st Layer (front), the 2nd Layer (middle, 20 ft wide), and the 3rd Layer (back). A Principal Frontage Line is indicated on the left side, and a Secondary Frontage Line is indicated on the right side. The lot is bounded by a dashed line representing the Principal Frontage Line and a solid line representing the Secondary Frontage Line.
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Rezoning Criteria:

The official zoning map of Starkville may be amended either when there is manifest error in the ordinance and/or if there has been a change in the conditions of an existing area according to Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A of the City of Starkville's Code of Ordinances. As there has been no error in either the ordinance or zoning map, Capital Growth Properties is requesting for the subject property to be rezoned based on changed or changing conditions in the existing area, or in the planning area generally, and the increasing need for mixed use development with a close proximity to Mississippi State University Campus that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth, as well as the specific evidence as outlined below.

Zoning Changes:

Recent zoning changes in the surrounding area include:

- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the Campus Haven Apartments project or RZ 13-06, was rezoned from R-1 to B-1.
- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the 300 Traditions project or RZ 13-07, was rezoned from R-1 to B-1.

- October 2013: Thad Cochran Research Park Property rezoned from R-1 to B-1 to allow for construction of C-Spire data center.
- April 2014: The Catholic Diocese of Jackson rezoned Lots 16, 17, and 18 of Block 28 from R-1 to B-1 to accommodate additional parking adjacent to St. Joseph Catholic Church.
- August 2015: Terry Parrish's property located on the east side of South Jackson Street and north of the railroad tracks was rezoned from C-2 to T5.

On January 12, 2012 the City of Starkville adopted the Form Based Code and changed a number of parcels from their existing zonings to either a T District or Civic District. The subject parcels were among those properties changed.

Public Need:

The argument for the Public Need for the rezoning is twofold:

- (1) The proposed project Capital Growth Properties is intending to develop if the property is rezoned is consistent with the vision outlined in the 2011 ARC Design Presentation - specifically that Starkville will continue to thrive by promoting the unique character of its community and neighborhoods, such as the Cotton District, which emphasizes high quality, pedestrian-oriented mixed use development; and
- (2) Students of Mississippi State University, key stakeholders within the Starkville community, have articulated in focus groups a forceful and unified desire to seek out student housing options which offer high quality, amenitized student housing which promotes walkability to Mississippi State University, downtown Starkville, and the Cotton District.

Capital Growth Properties conducted focus groups with 32 students on August 27, 2015 in Starkville. The findings of these three (3) focus groups are summarized below:

- Thirty-one (31) out of thirty-two (32) students, or 97% of the students polled, expressed a preference to live in the Cotton District over other popular students housing locations, such as those Blackjack Road, or new housing abutting Highway 12;
- The primary reasons to select student housing options in the Cotton District over other locations in Starkville

was convenience to class rooms, to the student union, to athletic facilities, and to Greek fraternity and sorority houses;

- Students also popularize housing in the Cotton District due to proximity to the restaurant, shops and other entertainment venues downtown and in the Cotton District;
- Cotton District housing is very popular, and housing in the Cotton District is often "handed down" or referred from Mississippi State University students that are graduating to underclassmen, indicating that demand is high and that another high quality, amenitized student project could be absorbed in the Cotton District;
- Housing that allows students to walk or bike to class minimizes students' need to purchase parking passes on campus and reduces students overall cost of attendance which is desirable to students;
- Students liked the fact that the proposed project will offer many unit plans, from studios to five bedroom units, thereby catering to both graduate students that tend to prefer the privacy of fewer bedrooms in each unit as well as undergraduates that prefer the lower price point that five bedroom units offer;
- Students commented that while other student housing communities offered utility packages, there is concern that some student housing communities are billing students for electric and water costs property-wide instead of billing based on individual use, and there is a desire for alternative housing options with personalized billing;
- Mississippi State University students are price sensitive in making housing choices. However the majority of focus group participants expressed a willingness to pay between one hundred to one hundred fifty dollars (\$100.00 - \$150.00) more per bedroom per month for housing in the Cotton District over housing in the county or further from campus due to convenience to campus and the attraction to the Cotton District entertainment venues.

Changed Conditions:

The area around the subject property has experienced tremendous growth and change in the past few years, and is currently experiencing a construction boom. Some of the new construction within walking distance from the subject property include: Starkville Apartments, LLC has begun the initial phases of

construction on an apartment development located on the southeast corner of Spring Street and Russell Street; "The Whitney" is a luxury apartment development under construction at the intersection of Lumus and Jarnigan Street; "The Gin" development has begun initial construction on its luxury apartment complex located along Russell Street and Colonel Muldrow Drive; Ergon Properties is proposing to build a large scale multi-use development located at the southeast corner of Russell Street and Mercantile Street; The Courtyard Marriott on Mercantile Street is in its final phases of construction; and The Mill on Russell Street has just undergone an extensive renovation. Additionally, PLC Partners, LLC is building an apartment development immediately South of the Central Station Development on South Montgomery; and Jackson Square Development located on the corner of South Jackson Street and Lampkin Street has begun Phase I of their planned mixed use complex, which incorporates the recently rezoned Terry Parrish property.

New commercial businesses have been added to the area with the completion of The Cotton Mill Marketplace, which includes Salsarita's Fresh Cantina, Hungry Howie's Pizza, Insomnia Cookies, Maroon & Co., Pure Barre, Cobo's Boutique, and Jimmy John's Gourmet Sandwiches.

All of the previously stated examples of change around the subject property clearly demonstrate the changing conditions in the existing area and the increasing need for a mixed use district that makes the change in the ordinance necessary and desirable. The proposed rezoning of the subject property to a T6 is an attempt to combine the public need for residential housing and commercial amenities through orderly and harmonious growth. The proposed rezoning and use of the subject property has taken into account the impact it would have on the surrounding community, as further outlined below.

Land Use Compatibility:

Capital Growth Properties intends to use the architecture, form, style, and character of the surrounding neighborhood as their inspiration in building a development that will compliment and positively impact the surrounding properties. Capital Growth Properties plans to introduce an architectural style and form that will naturally incorporate into the surrounding neighborhood.

Currently, the Cotton District and surrounding area supports a combination of residential and commercial properties. In addition to the unique residential housing offered in the Cotton District, it is also home to, or is adjacent to, the following successful

businesses: BIN 612, Two Brothers Smoked Meats, P.S. Salon, the Cigar Lounge, Gringo's Taco Shop, District Salon, Drifters Bar, Commodore Bob's Yacht Club, Sweet Peppers Deli, and University Drive Laundromat. A T6 District will allow Capital Growth Properties to engage in similar commercial and retail ventures as the surrounding properties in addition to providing desirable residential housing units and off street parking.

Capital Growth Properties's intent is to find and develop a use that is compatible with both the residential and commercial characteristics of the area. Currently the Development Site is home to both neighboring, but separate, commercial and residential properties. The 2011 ARC Design Presentation urged the City of Starkville to capture regional traffic to the downtown area and allow for more mixed use development. Emphasis was placed on creating a gateway corridor between Mississippi State University and downtown. Capital Growth Properties is looking to expand on the gateway that the Cotton District has begun by updating the footprint that currently exists on the Development Site from many individualized use properties to a single mixed use property.

Although a T6 District would allow for the construction of a five (5) story development along University Drive, Capital Growth Properties is willing to self-impose a condition that the facade of the building that abuts University Drive be limited to no more than four (4) stories in height. Capital Growth Properties desire is to develop the subject property in a manner that will compliment and enhance the properties surrounding it, and not deter from the current architecture that makes the Cotton District so distinguishable.

Effect on Neighborhood:

In order to make this project financially feasible, Capital Growth Properties is seeking a T6 District specifically to capitalize on the ability to build a structure up to five (5) stories high. However, the effect on the surrounding neighborhood will feel like a lower density district due to the unique topography of the Development Site. The North side of the Development Site has an approximate thirty-seven (37) foot slope down the back of the property. Capital Growth Properties intends to utilize this natural topography to its advantage by building the five (5) story buildings along the slope. The end result of this design plan will reduce the impact a five (5) story building will have on the surrounding neighborhood as only approximately two to three (2 - 3) stories will be visible from street level at University Drive.

Capital Growth Properties has made an obvious effort to ease the transition for the property's neighbors by conducting focus groups, meeting with city officials and leaders, and by self-imposing the condition that they will limit the facade of the building facing University Drive to four (4) stories.

Furthermore, a mixed use neighborhood promotes public safety. Single use zones can lead to inactivity during the day in residential zones and at night in commercial zones, leading to the potential for increased crime or vandalism during these "dead zones". By combining residential with retail and commercial businesses to create mixed use neighborhoods, these "dead zones" are reduced dramatically, promoting a safer environment for the community at large.

A mixed use neighborhood also attracts a more diverse population to the area. Instead of strictly being a development for college students, young professionals and alumni will be drawn to the area for the easy and convenient access to retail and commercial services within walking distance of their front door and downtown.

Economic Effects:

If the subject property is rezoned, it will not only increase in value, but it will help increase the values of the surrounding properties as well, and help to bring increased revenue, taxes and jobs to the City. Based on initial estimates, the total direct, indirect and ongoing effect to the City of Starkville, upon construction completion at the end of year one (1), would be forty-five million one hundred forty-three thousand seven hundred ninety-six dollars (\$45,143,796.00).

Conclusion:

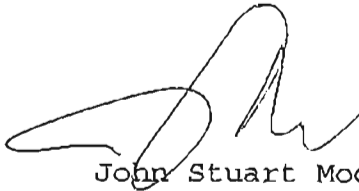
The subject property needs to be rezoned to allow Capital Growth Properties to successfully develop it into a mixed use area that will benefit the City of Starkville, both economically and by helping further Starkville as a premiere college town.

As demonstrated herein, a tremendous change has occurred in the conditions surrounding the existing area, and there is a need for a mixed use area near Mississippi State University campus that will

provide a gateway to the downtown area that makes the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Based on the information included in this letter, along with further information to be presented at the public hearing , I am respectfully requesting, on behalf of my clients, that Part of Lot 35-B and Part of Lot 32 of Block 28 in the City of Starkville, Mississippi be rezoned from T4 to a T6 District.

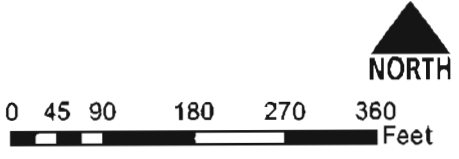
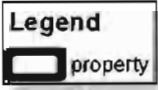
Sincerely,

A handwritten signature in dark ink, appearing to read 'John Stuart Moore', with a large, stylized initial 'J'.

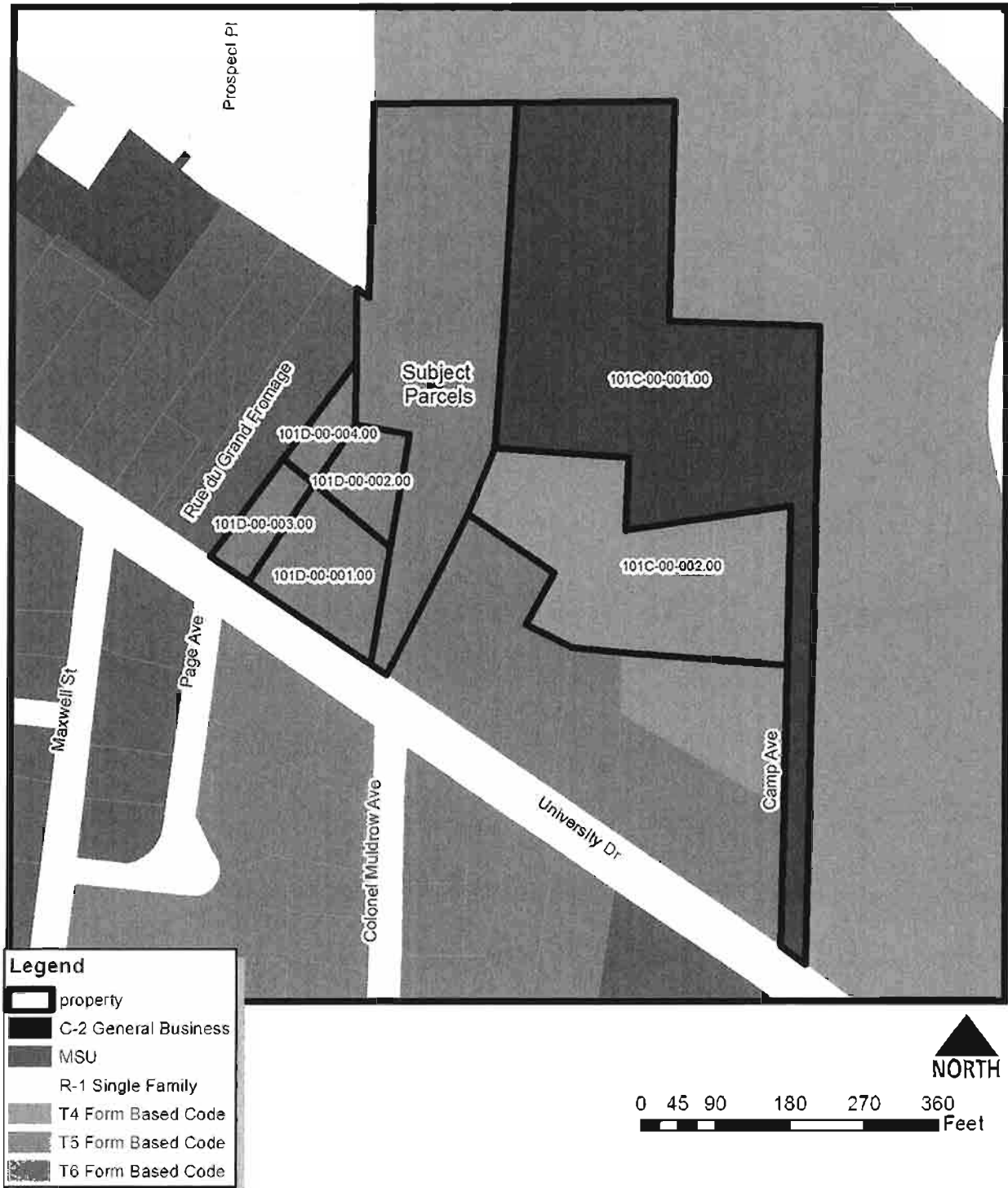
John Stuart Moore

Attachment 13
Economic Impact

Attachment 1
RZ 15-05 Aerial



Attachment 2
RZ 15-05 Zoning



Attachment 3



View looking north at one of the subject properties

Attachment 4



View looking north at subject properties on Camp Avenue



View looking north at existing apartment building on subject properties



View looking west at rental unit on subject properties



View of adjacent property to the west of subject properties

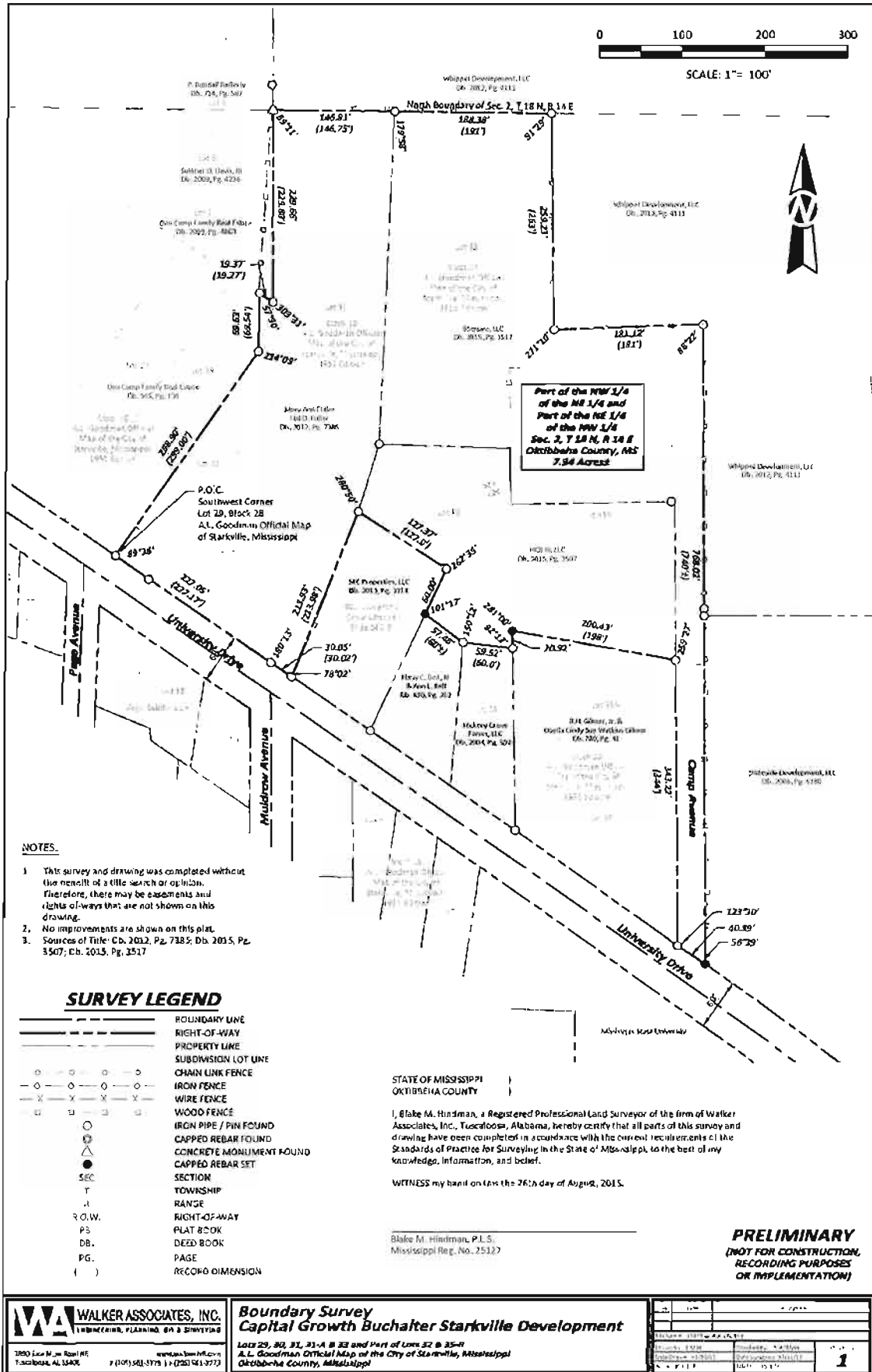


View of adjacent properties to the west of subject properties



View of adjacent property to the east of subject properties

Attachment 10



[illegible]

Attachment 12
Applicant Reports

15179 Capital Growth Buchalter – Starkville Development
LEGAL DESCRIPTIONSTATE OF MISSISSIPPI)
COUNTY OF OKTIBBEHA)

A tract or parcel of land being all of lots 29, 30, 31, 31-A, and 33, and part of lots 32 and 35-B in block 28 of the A.L. Goodman Official Map of the City of Starkville, Mississippi; lying and being in the Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 2, Township 18 North, Range 14 East, Oktibbeha County, Mississippi, containing seven and thirty-four hundredths (7.34) acres, more or less, and being more particularly described as follows:

As the POINT OF BEGINNING of the herein described parcel, start at the Southwest corner of Lot 29, Block 28, of the A.L. Goodman Official Map of the City of Starkville, Mississippi, said point lying on the North right-of-way margin of University Drive, said right-of-way being 60 feet in width; thence run in a Southeasterly direction and along the North right-of-way margin of University Drive for a distance of 227.05 feet to a point; thence with an interior angle right of $180^{\circ}13'$, continue in a Southeasterly direction and along the North right-of-way margin of University Drive for a distance of 30.05 feet to a point; thence with an interior angle right of $78^{\circ}02'$, run in a Northerly direction and along the East boundary of said Lot 31 for a distance of 213.93 feet to a point; thence with an interior angle right of $280^{\circ}50'$, run in a Southeasterly direction for a distance of 127.37 feet to a point; thence with an interior angle right of $262^{\circ}35'$, run in a Southerly direction for a distance of 60.00 feet to a point; thence with an interior angle right of $101^{\circ}17'$, run in a Southeasterly direction for a distance of 57.48 feet to a point; thence with an interior angle right of $150^{\circ}12'$, run in an Easterly direction for a distance of 59.52 feet to a point being the Southwest corner of said Lot 35-B; thence with an interior angle right of $82^{\circ}12'$, run in a Northerly direction and along the West boundary of said Lot 35-B for a distance of 20.92 feet to a point; thence with an interior angle right of $281^{\circ}00'$, run in an Easterly direction for a distance of 200.43 feet to a point on the East boundary of Lot 35-B; thence with an interior angle of $259^{\circ}27'$, run in a Southerly direction and along the East boundaries of said Lots 35 and 35-A for a distance of 343.22 feet to a point lying on the North right-of-way margin of said University Drive; thence with a n interior angle right of $123^{\circ}30'$, run in a Southeasterly direction and along the North right-of-way margin of University Drive for a distance of 40.39 feet to a point; thence with an interior angle right of $56^{\circ}39'$, run in a Northerly direction for a distance of 768.02 feet to a point; thence with an interior angle of $88^{\circ}22'$, run in a Westerly direction for a distance of 181.12 feet to a point lying on the East boundary of said Lot 33; thence with an interior angle of $271^{\circ}10'$, run in a Northerly direction and along the East boundary of said Lot 33 for a distance of 259.23 feet to a point being the Northeast corner of said Lot 33, said point lying on the North boundary of said Section 2; thence with an interior angle right of $91^{\circ}29'$ run in a Westerly direction and along the North boundary of said Lot 33 and of said Section 2 for a distance of 188.38 feet to a point being the Northwest corner of said Lot 33 and the Northeast corner of said Lot 31; thence with an interior angle right of $179^{\circ}58'$, run in a Westerly direction and along the North boundary of said Lot 31 and of said Section 2 for a distance of 146.81 feet to a point being the Northwest corner of said Lot 31; thence with an interior angle of $89^{\circ}11'$, run in a Southerly direction and along the West boundary of said Lot 31 for a distance of 229.66 feet to a point; thence with an interior angle right of $303^{\circ}31'$, run in a Northwesterly direction for a distance of 19.37 feet to a point; thence with an interior angle right of

57°30', run in a Southerly direction for a distance of 69.63 fee to a point lying on the Northwest boundary of said Lot 29; thence with an interior angle right of 214°03', run in a Southwesterly direction and along the Northwest boundary of said Lot 29 for a distance of 298.90 feet to the POINT OF BEGINNING of the herein described parcel, forming an interior closure angle of 89°36'.

MOORE LAW OFFICE

JOHN STUART MOORE
ATTORNEY AT LAW

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

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

September 1, 2015

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

RE: Christopher Kritzman / Capital Growth Properties Rezoning -
The Mary Ann and Hal D. Fuller Property - Lots 29, 30, 31, and
31-A of Block 28 in the City of Starkville, Mississippi.

Dear Mr. Sanders:

Background:

The subject property consists of Lots 29, 30, 31, and 31-A of Block 28 in the City of Starkville, Mississippi. These lots are currently owned by Mary Ann and Hal D. Fuller, but are under contract for sale to Capital Growth Properties. Capital Growth Properties intends to purchase the Mary Ann and Hal D. Fuller property, in conjunction with other surrounding properties, collectively referred to herein as the "Development Site", to build a new cohesive residential and retail development that will benefit the City of Starkville.

Area:

The subject property consists of Parcels 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00. The lots are currently zoned T5. Property to the North is zoned T4, and is currently vacant. Property to the South is zoned T5, and is Multifamily Residential and Retail in use. Property to the East is zoned T5, T4, and C-2 and is Multifamily Residential in use. Property to the West is zoned T6 and R-1, and Multifamily and Single Family Residential in use.

Rezoning Request:

Capital Growth Properties is requesting to rezone the subject property from T5 to T6 to allow them to develop the subject property to meet the changing needs of the surrounding neighborhood. The subject property is currently zoned T5, and one of the primary factors in requesting a T6 zone is to utilize the unique topography of the subject property to construct a five (5) story building that will not impose on the surrounding properties. The current T5 zone will not allow Capital Growth Properties to develop the property in a manner that will provide a return on their investment.

According to the City of Starkville's Code of Ordinances, the intent of the Transect Districts is described as follows:

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

The differences between T5 and T6 zones, according to the City of Starkville's Code of Ordinances, Appendix A, Article VII, Section T are:

T5: Sec. T - § 4. - SPECIFIC TO T5 DISTRICTS.

Lots located within the T5 District shall be subject to the requirements of this section.

7.1 - LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.

7.2 - LOT OCCUPATION

- (a) For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 12.
- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Sideyard, Rearyard, or Courtyard. (see Table 3)
- (d) Lot coverage by buildings shall be a maximum of 90% of the Lot area.
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.

7.3 - BUILDING FORM

- (a) The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.
- (b) The maximum height of a Primary Building shall be four (4) stories as specified on Table 3 and on Table 12.
- (c) The maximum height of a Secondary Building shall be four (4) stories as specified on Table 3 and on Table 12.
- (d) The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and on Table 12.
- (e) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.
- (f) Stoops, Lightwells, balconies, bay windows and

terraces may Encroach the first Lot Layer 100% of its depth.

- (g) A first Story Residential or Lodging Use shall be raised a minimum of three (3) feet from the average grade of the Walkway.
- (h) Loading docks and service areas shall be permitted on Frontages by Exception.
- (i) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.
- (j) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
- (k) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.

7.4 - BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 5.
- (b) The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).
- (c) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.
- (d) The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.
- (e) The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other

Use.

- (f) Retail Uses under 1,500 square feet shall be exempt from parking requirements.

7.5 - PARKING LOCATION

- (a) All parking lots, garages and Parking Structures shall be located at the third Lot Layer as illustrated on Table 14.
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

7.6 - LANDSCAPE

- (a) The first Lot Layer may be paved.

7.7 - SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Permitted signage types shall conform to the specifications of Table 8.
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

TABLE 12. T5 BUILDING SETBACKS		
	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Front Setback (Principal)	2 ft. min. 15 ft. max.	40 ft. max. from rear

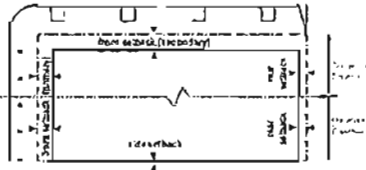
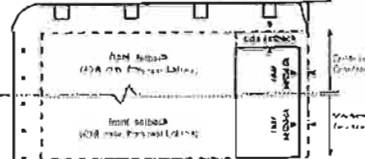
Front Setback (Secondary)	2 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	0 ft. or 3 ft. at corner
Rear Setback	3 ft. min.	3 ft. min.
Illustration		

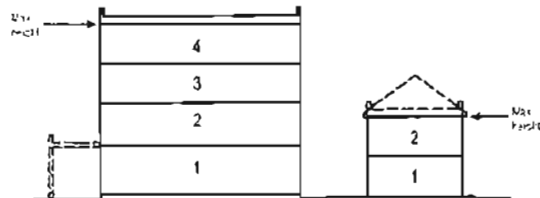
TABLE 13. T5 BUILDING HEIGHT		
	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Height (in Stories)	4 stories	2 stories
Illustration		

TABLE 14. T5 PARKING PLACEMENT

PARKING PLACEMENT 1. Uncovered parking spaces may be provided within the third layer. 2. Covered parking shall be provided within the third layer. 3. Trash containers shall be stored within the third Layer.	The diagram illustrates the parking placement for a T5 lot. It shows a rectangular lot with a dashed line indicating the 'Principal Frontage Line' on the left side and a 'Secondary Frontage Line' on the top side. The lot is divided into three horizontal layers: '1st Layer' (bottom), '2nd Layer: 20 ft' (middle), and '3rd Layer' (top). The 1st and 2nd layers are separated by a dashed line, and the 2nd and 3rd layers are separated by a dashed line. The 3rd layer is the largest and is located furthest from the frontage lines.
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T6: Sec. T - § 5. - SPECIFIC TO T6 DISTRICTS.

Lots located within the T6 District shall be subject to the requirements of this section.

8.1 - LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.

8.2 - LOT OCCUPATION

- (a) One (1) Primary Building may be built on each Lot.
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 15.
- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Rearyard or Courtyard. (see Table 3)
- (d) Lot coverage by Buildings shall be a maximum of 90% of the Lot area.
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.

8.3 - BUILDING FORM

- (a) The maximum height of a Primary building shall be five (5) Stories. (see Table 3 and on Table

15)

- (b) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.
- (c) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.
- (d) A first Story Residential or Lodging Function shall be raised a minimum of three (3) feet from the average grade of the Walkway.
- (e) Loading docks and service areas shall be permitted on Frontages by Exception.
- (f) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.
- (g) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
- (h) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.
- (i) The Principal Entrance to a building shall be oriented toward the Frontage Line. Buildings on corner Lots may orient the Principal Entrance at a forty-five degree (45°) angle to the intersection of the Primary and Secondary Frontage Lines.

8.4 - BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 6.
- (b) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking

requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.

8.5 - PARKING

- (a) All parking lots, garages and Parking Structures shall be located in the third Lot Layer as illustrated on Table 17.
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

8.6 - LANDSCAPE

- (a) The first Lot Layer may be paved.

8.7 - SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Permitted signage types shall conform to the specifications of Table 8.
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

TABLE 15. T6 BUILDING SETBACKS

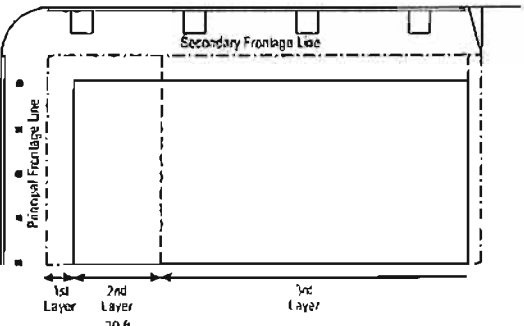
	PRINCIPAL BUILDING	OUTBUILDING
Front Setback (Principal)	0 ft. min. 15 ft. max.	n/a
Front Setback (Secondary)	0 ft. min. 15 ft. max.	n/a

Side Setback	0 ft. min. 24 ft. max.	n/a
Rear Setback	0 ft. min.	n/a
Illustration		n/a

TABLE 16. T6 BUILDING HEIGHT

	PRINCIPAL BUILDING	OUTBUILDING
Height (in Stories)	5 stories	n/a
Illustration		

TABLE 17. T6 PARKING PLACEMENT

PARKING PLACEMENT 1. Uncovered parking spaces may be provided within the third Layer. 2. Covered parking shall be provided within the third Layer. 3. Trash containers shall be stored within the third Layer.	
--	--

Rezoning Criteria:

The official zoning map of Starkville may be amended either when there is manifest error in the ordinance and/or if there has been a change in the conditions of an existing area according to Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A of the City of Starkville's Code of Ordinances. As there has been no error in either the ordinance or zoning map, Capital Growth Properties is requesting for the subject property to be rezoned based on changed or changing conditions in the existing area, or in the planning area generally, and the increasing need for mixed use development with a close proximity to Mississippi State University Campus that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth, as well as the specific evidence as outlined below.

Zoning Changes:

Recent zoning changes in the surrounding area include:

- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the Campus Haven Apartments project or RZ 13-06, was rezoned from R-1 to B-1.
- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the 300 Traditions project or RZ 13-07, was rezoned from R-1 to B-1.
- October 2013: Thad Cochran Research Park Property rezoned from

R-1 to B-1 to allow for construction of C-Spire data center.

April 2014: The Catholic Diocese of Jackson rezoned Lots 16, 17, and 18 of Block 28 from R-1 to B-1 to accommodate additional parking adjacent to St. Joseph Catholic Church.

August 2015: Terry Parrish's property located on the east side of South Jackson Street and north of the railroad tracks was rezoned from C-2 to T5.

On January 12, 2012 the City of Starkville adopted the Form Based Code and changed a number of parcels from their existing zonings to either a T District or Civic District. The subject parcels were among those properties changed.

Public Need:

The argument for the Public Need for the rezoning is twofold:

- (1) The proposed project Capital Growth Properties is intending to develop if the property is rezoned is consistent with the vision outlined in the 2011 ARC Design Presentation - specifically that Starkville will continue to thrive by promoting the unique character of its community and neighborhoods, such as the Cotton District, which emphasizes high quality, pedestrian-oriented mixed use development; and
- (2) Students of Mississippi State University, key stakeholders within the Starkville community, have articulated in focus groups a forceful and unified desire to seek out student housing options which offer high quality, amenitized student housing which promotes walkability to Mississippi State University, downtown Starkville, and the Cotton District.

Capital Growth Properties conducted focus groups with 32 students on August 27, 2015 in Starkville. The findings of these three (3) focus groups are summarized below:

- Thirty-one (31) out of thirty-two (32) students, or 97% of the students polled, expressed a preference to live in the Cotton District over other popular students housing locations, such as those Blackjack Road, or new housing abutting Highway 12;
- The primary reasons to select student housing options in the Cotton District over other locations in Starkville was convenience to class rooms, to the student union, to

athletic facilities, and to Greek fraternity and sorority houses;

- Students also popularize housing in the Cotton District due to proximity to the restaurant, shops and other entertainment venues downtown and in the Cotton District;
- Cotton District housing is very popular, and housing in the Cotton District is often "handed down" or referred from Mississippi State University students that are graduating to underclassmen, indicating that demand is high and that another high quality, amenitized student project could be absorbed in the Cotton District;
- Housing that allows students to walk or bike to class minimizes students' need to purchase parking passes on campus and reduces students overall cost of attendance which is desirable to students;
- Students liked the fact that the proposed project will offer many unit plans, from studios to five bedroom units, thereby catering to both graduate students that tend to prefer the privacy of fewer bedrooms in each unit as well as undergraduates that prefer the lower price point that five bedroom units offer;
- Students commented that while other student housing communities offered utility packages, there is concern that some student housing communities are billing students for electric and water costs property-wide instead of billing based on individual use, and there is a desire for alternative housing options with personalized billing;
- Mississippi State University students are price sensitive in making housing choices. However the majority of focus group participants expressed a willingness to pay between one hundred to one hundred fifty dollars (\$100.00 - \$150.00) more per bedroom per month for housing in the Cotton District over housing in the county or further from campus due to convenience to campus and the attraction to the Cotton District entertainment venues.

Changed Conditions:

The area around the subject property has experienced tremendous growth and change in the past few years, and is currently experiencing a construction boom. Some of the new construction within walking distance from the subject property include: Starkville Apartments, LLC has begun the initial phases of construction on an apartment development located on the southeast

corner of Spring Street and Russell Street; "The Whitney" is a luxury apartment development under construction at the intersection of Lumus and Jarnigan Street; "The Gin" development has begun initial construction on its luxury apartment complex located along Russell Street and Colonel Muldrow Drive; Ergon Properties is proposing to build a large scale multi-use development located at the southeast corner of Russell Street and Mercantile Street; The Courtyard Marriott on Mercantile Street is in its final phases of construction; and The Mill on Russell Street has just undergone an extensive renovation. Additionally, PLC Partners, LLC is building an apartment development immediately South of the Central Station Development on South Montgomery; and Jackson Square Development located on the corner of South Jackson Street and Lampkin Street has begun Phase I of their planned mixed use complex, which incorporates the recently rezoned Terry Parrish property.

New commercial businesses have been added to the area with the completion of The Cotton Mill Marketplace, which includes Salsarita's Fresh Cantina, Hungry Howie's Pizza, Insomnia Cookies, Maroon & Co., Pure Barre, Cobo's Boutique, and Jimmy John's Gourmet Sandwiches.

All of the previously stated examples of change around the subject property clearly demonstrate the changing conditions in the existing area and the increasing need for a mixed use district that makes the change in the ordinance necessary and desirable. The proposed rezoning of the subject property to a T6 is an attempt to combine the public need for residential housing and commercial amenities through orderly and harmonious growth. The proposed rezoning and use of the subject property has taken into account the impact it would have on the surrounding community, as further outlined below.

Land Use Compatibility:

Capital Growth Properties intends to use the architecture, form, style, and character of the surrounding neighborhood as their inspiration in building a development that will compliment and positively impact the surrounding properties. Capital Growth Properties plans to introduce an architectural style and form that will naturally incorporate into the surrounding neighborhood.

Currently, the Cotton District and surrounding area supports a combination of residential and commercial properties. In addition to the unique residential housing offered in the Cotton District, it is also home to, or is adjacent to, the following successful businesses: BIN 612, Two Brothers Smoked Meats, P.S. Salon, the

Cigar Lounge, Gringo's Taco Shop, District Salon, Drifters Bar, Commodore Bob's Yacht Club, Sweet Peppers Deli, and University Drive Laundromat. A T6 District will allow Capital Growth Properties to engage in similar commercial and retail ventures as the surrounding properties in addition to providing desirable residential housing units and off street parking.

Capital Growth Properties's intent is to find and develop a use that is compatible with both the residential and commercial characteristics of the area. Currently the Development Site is home to both neighboring, but separate, commercial and residential properties. The 2011 ARC Design Presentation urged the City of Starkville to capture regional traffic to the downtown area and allow for more mixed use development. Emphasis was placed on creating a gateway corridor between Mississippi State University and downtown. Capital Growth Properties is looking to expand on the gateway that the Cotton District has begun by updating the footprint that currently exists on the Development Site from many individualized use properties to a single mixed use property.

Although a T6 District would allow for the construction of a five (5) story development along University Drive, Capital Growth Properties is willing to self-impose a condition that the facade of the building that abuts University Drive be limited to no more than four (4) stories in height. Capital Growth Properties desire is to develop the subject property in a manner that will compliment and enhance the properties surrounding it, and not deter from the current architecture that makes the Cotton District so distinguishable.

Effect on Neighborhood:

In order to make this project financially feasible, Capital Growth Properties is seeking a T6 District specifically to capitalize on the ability to build a structure up to five (5) stories high. However, the effect on the surrounding neighborhood will feel like a lower density district due to the unique topography of the Development Site. The North side of the Development Site has an approximate thirty-seven (37) foot slope down the back of the property. Capital Growth Properties intends to utilize this natural topography to its advantage by building the five (5) story buildings along the slope. The end result of this design plan will reduce the impact a five (5) story building will have on the surrounding neighborhood as only approximately two to three (2 - 3) stories will be visible from street level at University Drive.

Capital Growth Properties has made an obvious effort to ease the transition for the property's neighbors by conducting focus groups, meeting with city officials and leaders, and by self-imposing the condition that they will limit the facade of the building facing University Drive to four (4) stories.

Furthermore, a mixed use neighborhood promotes public safety. Single use zones can lead to inactivity during the day in residential zones and at night in commercial zones, leading to the potential for increased crime or vandalism during these "dead zones". By combining residential with retail and commercial businesses to create mixed use neighborhoods, these "dead zones" are reduced dramatically, promoting a safer environment for the community at large.

A mixed use neighborhood also attracts a more diverse population to the area. Instead of strictly being a development for college students, young professionals and alumni will be drawn to the area for the easy and convenient access to retail and commercial services within walking distance of their front door and downtown.

Economic Effects:

If the subject property is rezoned, it will not only increase in value, but it will help increase the values of the surrounding properties as well, and help to bring increased revenue, taxes and jobs to the City. Based on initial estimates, the total direct, indirect and ongoing effect to the City of Starkville, upon construction completion at the end of year one (1), would be forty-five million one hundred forty-three thousand seven hundred ninety-six dollars (\$45,143,796.00).

Conclusion:

The subject property needs to be rezoned to allow Capital Growth Properties to successfully develop it into a mixed use area that will benefit the City of Starkville, both economically and by helping further Starkville as a premiere college town.

As demonstrated herein, a tremendous change has occurred in the conditions surrounding the existing area, and there is a need for

a mixed use area near Mississippi State University campus that will provide a gateway to the downtown area that makes the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

Based on the information included in this letter, along with further information to be presented at the public hearing, I am respectfully requesting, on behalf of my clients, that - Lots 29, 30, 31, and 31-A of Block 28 in the City of Starkville, Mississippi be rezoned from T5 to a T6 District.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Stuart Moore', with a long horizontal flourish extending to the left.

John Stuart Moore

MOORE LAW OFFICE

JOHN STUART MOORE
ATTORNEY AT LAW

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

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

September 1, 2015

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

RE: Christopher Kritzman / Capital Growth Properties Rezoning -
The BSquare, LLC Property - Lots 33 and Part of 35-B of Block
28 in the City of Starkville, Mississippi.

Dear Mr. Sanders:

Background:

The subject property consists of Lots 33 and Part of 35-B of Block 28 in the City of Starkville, Mississippi. These lots are currently owned by BSquare, LLC, but are under contract for sale to Capital Growth Properties. Capital Growth Properties intends to purchase the BSquare, LLC property, in conjunction with other surrounding properties, collectively referred to herein as the "Development Site", to build a new cohesive residential and retail development that will benefit the City of Starkville.

Area:

The subject property consists of Parcel 101C-00-001.00. The lot is currently zoned C-2 Business. Property to the North is zoned T4, and consists of both vacant and residential uses. Property to the South is zoned T4, and is Multifamily and Single Family Residential in use. Property to the East is zoned T4, and is currently vacant. Property to the West is zoned T5 and T4, and is Retail and Multifamily Residential in use.

Rezoning Request:

Capital Growth Properties is requesting to rezone the subject property from C-2 Business to T6 to allow them to develop the

subject property to meet the changing needs of the surrounding neighborhood. The subject property is currently zoned C-2 with no direct road frontage or visibility from the street, and is surrounded by Transect District zoning on all sides. Based on the subject property's location, it is virtually unusable while classified as a C-2 Business zone. Capital Growth Properties seeks to rezone the property to a T6 District so that they can capture and utilize all of the benefits a mixed use zoning area would allow.

According to the City of Starkville's Code of Ordinances, the intent of the Transect Districts is described as follows:

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

The differences between C-2 and T6 zones, according to the City of Starkville's Code of Ordinances, Appendix A, Article VII, Sections L and T are:

C-2: Sec. L. - C-2 business (general business) zoning district regulations.

These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more

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

1. See chart for uses permitted.
2. See chart for uses which may be permitted as an exception.
3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.
5. Maximum height of building or structures: 45 feet.
6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.
7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.

T6: Sec. T - § 5. - SPECIFIC TO T6 DISTRICTS.

Lots located within the T6 District shall be subject to the requirements of this section.

8.1 - LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.

8.2 - LOT OCCUPATION

- (a) One (1) Primary Building may be built on each Lot.
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 15.
- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Rearyard or Courtyard. (see Table 3)
- (d) Lot coverage by Buildings shall be a maximum of 90% of the Lot area.
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.

8.3 - BUILDING FORM

- (a) The maximum height of a Primary building shall be five (5) Stories. (see Table 3 and on Table 15)
- (b) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.
- (c) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.
- (d) A first Story Residential or Lodging Function shall be raised a minimum of three (3) feet from the average grade of the Walkway.
- (e) Loading docks and service areas shall be permitted on Frontages by Exception.
- (f) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.
- (g) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.

- (h) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.
- (i) The Principal Entrance to a building shall be oriented toward the Frontage Line. Buildings on corner Lots may orient the Principal Entrance at a forty-five degree (45°) angle to the intersection of the Primary and Secondary Frontage Lines.

8.4 - BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 6.
- (b) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.

8.5 - PARKING

- (a) All parking lots, garages and Parking Structures shall be located in the third Lot Layer as illustrated on Table 17.
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

8.6 - LANDSCAPE

- (a) The first Lot Layer may be paved.

8.7 - SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.

- (b) Permitted signage types shall conform to the specifications of Table 8.
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

TABLE 15. T6 BUILDING SETBACKS

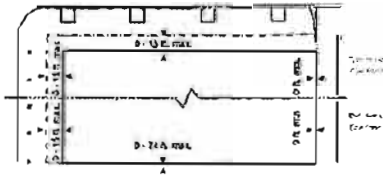
	PRINCIPAL BUILDING	OUTBUILDING
Front Setback (Principal)	0 ft. min. 15 ft. max.	n/a
Front Setback (Secondary)	0 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	n/a
Rear Setback	0 ft. min.	n/a
Illustration		n/a

TABLE 16. T6 BUILDING HEIGHT

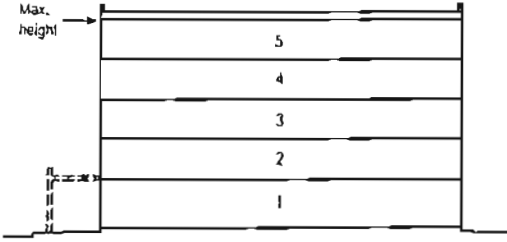
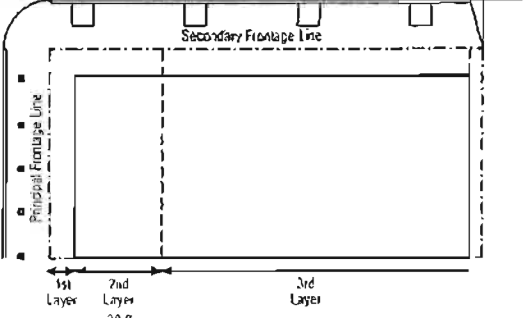
	PRINCIPAL BUILDING	OUTBUILDING
Height (in Stories)	5 stories	n/a
Illustration		

TABLE 17. T6 PARKING PLACEMENT

PARKING PLACEMENT 1. Uncovered parking spaces may be provided within the third Layer. 2. Covered parking shall be provided within the third Layer. 3. Trash containers shall be stored within the third Layer.	
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Rezoning Criteria:

The official zoning map of Starkville may be amended either when there is manifest error in the ordinance and/or if there has been a change in the conditions of an existing area according to Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A of the City of Starkville's Code of Ordinances. As there has been no error in either the ordinance or zoning map, Capital Growth Properties is requesting for the subject property to be rezoned based on changed or changing conditions in the existing area, or in the planning area generally, and the increasing need for mixed use development with a close proximity to Mississippi State University Campus that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth, as well as the specific evidence as outlined below.

Zoning Changes:

Recent zoning changes in the surrounding area include:

- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the Campus Haven Apartments project or RZ 13-06, was rezoned from R-1 to B-1.
- April 2013: Charles and Kenneth Burns's property located on Highway 12 East Extended, also known as the 300 Traditions project or RZ 13-07, was rezoned from

R-1 to B-1.

October 2013: Thad Cochran Research Park Property rezoned from R-1 to B-1 to allow for construction of C-Spire data center.

April 2014: The Catholic Diocese of Jackson rezoned Lots 16, 17, and 18 of Block 28 from R-1 to B-1 to accommodate additional parking adjacent to St. Joseph Catholic Church.

August 2015: Terry Parrish's property located on the east side of South Jackson Street and north of the railroad tracks was rezoned from C-2 to T5.

On January 12, 2012 the City of Starkville adopted the Form Based Code and changed a number of parcels from their existing zonings to either a T District or Civic District. The subject parcels were among those properties changed.

Public Need:

The argument for the Public Need for the rezoning is twofold:

- (1) The proposed project Capital Growth Properties is intending to develop if the property is rezoned is consistent with the vision outlined in the 2011 ARC Design Presentation - specifically that Starkville will continue to thrive by promoting the unique character of its community and neighborhoods, such as the Cotton District, which emphasizes high quality, pedestrian-oriented mixed use development; and
- (2) Students of Mississippi State University, key stakeholders within the Starkville community, have articulated in focus groups a forceful and unified desire to seek out student housing options which offer high quality, amenitized student housing which promotes walkability to Mississippi State University, downtown Starkville, and the Cotton District.

Capital Growth Properties conducted focus groups with 32 students on August 27, 2015 in Starkville. The findings of these three (3) focus groups are summarized below:

- Thirty-one (31) out of thirty-two (32) students, or 97% of the students polled, expressed a preference to live in the Cotton District over other popular students housing locations, such as those Blackjack Road, or new housing abutting Highway 12;
- The primary reasons to select student housing options in

the Cotton District over other locations in Starkville was convenience to class rooms, to the student union, to athletic facilities, and to Greek fraternity and sorority houses;

- Students also popularize housing in the Cotton District due to proximity to the restaurant, shops and other entertainment venues downtown and in the Cotton District;
- Cotton District housing is very popular, and housing in the Cotton District is often "handed down" or referred from Mississippi State University students that are graduating to underclassmen, indicating that demand is high and that another high quality, amenitized student project could be absorbed in the Cotton District;
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Changed Conditions:

The area around the subject property has experienced tremendous growth and change in the past few years, and is currently experiencing a construction boom. Some of the new construction within walking distance from the subject property include:

Starkville Apartments, LLC has begun the initial phases of construction on an apartment development located on the southeast corner of Spring Street and Russell Street; "The Whitney" is a luxury apartment development under construction at the intersection of Lumus and Jarnigan Street; "The Gin" development has begun initial construction on its luxury apartment complex located along Russell Street and Colonel Muldrow Drive; Ergon Properties is proposing to build a large scale multi-use development located at the southeast corner of Russell Street and Mercantile Street; The Courtyard Marriott on Mercantile Street is in its final phases of construction; and The Mill on Russell Street has just undergone an extensive renovation. Additionally, PLC Partners, LLC is building an apartment development immediately South of the Central Station Development on South Montgomery; and Jackson Square Development located on the corner of South Jackson Street and Lampkin Street has begun Phase I of their planned mixed use complex, which incorporates the recently rezoned Terry Parrish property.

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Capital Growth Properties intends to use the architecture, form, style, and character of the surrounding neighborhood as their inspiration in building a development that will compliment and positively impact the surrounding properties. Capital Growth Properties plans to introduce an architectural style and form that will naturally incorporate into the surrounding neighborhood.

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it is also home to, or is adjacent to, the following successful businesses: BIN 612, Two Brothers Smoked Meats, P.S. Salon, the Cigar Lounge, Gringo's Taco Shop, District Salon, Drifters Bar, Commodore Bob's Yacht Club, Sweet Peppers Deli, and University Drive Laundromat. A T6 District will allow Capital Growth Properties to engage in similar commercial and retail ventures as the surrounding properties in addition to providing desirable residential housing units and off street parking.

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In order to make this project financially feasible, Capital Growth Properties is seeking a T6 District specifically to capitalize on the ability to build a structure up to five (5) stories high. However, the effect on the surrounding neighborhood will feel like a lower density district due to the unique topography of the Development Site. The North side of the Development Site has an approximate thirty-seven (37) foot slope down the back of the property. Capital Growth Properties intends to utilize this natural topography to its advantage by building the five (5) story buildings along the slope. The end result of this design plan will reduce the impact a five (5) story building will have on the surrounding neighborhood as only approximately two to three (2 - 3)

**MINUTES OF THE REGULAR MEETING
OF THE PLANNING AND ZONING COMMISSION
City of Starkville, Mississippi
October 13, 2015**

Be it remembered, that, the members of the Planning and Zoning Commission of the City of Starkville, met in their regularly scheduled meeting on October 13, 2015 at 5:30 p.m. in the Courtroom of City Hall, located at 101 E. Lampkin Street, Starkville, MS.

There being present were Michael Brooks, Chairman, Ward 4, Commissioners Jason Camp, Ward 1, Jim McReynolds, Ward 2, Tom Walker, Ward 3, Patrick Miller, Ward 5, Ira Loveless, Ward 6, and John Moore, Ward 7. Attending the Commissioners were Community Development Director Buddy Sanders, City Planner Daniel Havelin, City Attorney Chris Latimer, and Recording Secretary Bill Green.

Commission Chairman Michael Brooks opened the meeting with the Pledge of Allegiance followed by a moment of silence.

**1. A MOTION TO APPROVE THE OFFICIAL AGENDA OF THE PLANNING
AND ZONING COMMISSION OF OCTOBER 13, 2015**

There came for consideration, the matter of the approval of the motion to approve the Official Agenda of the Planning and Zoning Commission of October 13, 2015 as revised:

1. A request by the property owner, for the removal of item B. under "New Business", that item being:
 - A. **CU 15-12 Request for Conditional Use to allow for a residential uses at a property currently zoned C-2 General Business with a parcel number of 118N-00-120.00.**
2. A request to move item C. under "New Business" to a regularly scheduled meeting in November, that item being:
 - B. **EX 15-06, Use by Exception request for allowing a storm water detention pond to be the only use on two lots zoned T-5. Parcel #118P-00-046.00 and 118P-00-047.00**

Upon the motion of Commissioner Moore, duly seconded by Commissioner Walker, the motion to approve the Official Agenda of the Planning and Zoning Commission for October 13, 2015, as revised, received unanimous approval.



PLANNING & ZONING COMMISSION

CITY OF STARKVILLE, MISSISSIPPI 117

MEETING OF TUESDAY, October 13, 2015

CITY HALL - COURT ROOM,

101 LAMPKIN STREET, 5:30 PM

II. CALL TO ORDER

III. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

IV. ROLL CALL

V. CONSIDERATION OF THE OFFICIAL AGENDA

VI. CITIZEN COMMENTS

VII. OLD BUSINESS

- A. PP 15-13 Request for Preliminary Plat approval for Subdividing one lot into five lots at the southwest corner of the intersection of Garrard Road and Hwy 12 East with the parcel number 117F-00-002.00

VIII. NEW BUSINESS

- A. CU15-11 Request for Conditional Use to allow a "Place of Worship" at 1437 Fire Station Road on a parcel with the parcel number 118-27-020.03
- B. ~~CU 15-12 Request for Conditional Use to allow for a residential uses at a property currently zoned C-2 General Business with a parcel number of 118N-00-120.00.~~
- C. ~~EX 15-06 Use by Exception request for allowing a stormwater detention pond to be the only use on two lots zoned T-5. Parcel #118P-00-046.00 and 118P-00-047.00~~
- D. RZ 15-05 Request for rezoning of several parcels located on the north side of University Drive between Camp Avenue and Rue Du Grand Fromage with parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00

IX. PLANNER REPORT

- A. The Comprehensive Plan Workshop will be held at the Starkville Sportsplex on Monday, October 19th at 5:30pm-8:30pm
- B. The Design Presentation for the Comprehensive Plan will be held at the Starkville Sportsplex on Thursday, October 22nd at 6:00pm-7:30pm

X. ADJOURN

CITIZEN COMMENTS:

The Chairman called for and received no Citizen comments.

2. A MOTION TO APPROVE PP15-13, A REQUEST BY HPM DEVELOPMENT FOR A PRELIMINARY PLAT APPROVAL

There came for consideration, the matter of the approval of the motion to approve the PP15-13, request by HPM Development for Preliminary Plat. This proposal for subdividing one lot into five lots at the southwest corner of the intersection of Garrard Road and Hwy 12 East, parcel number 117F-00-002.00, as presented by the Planning Division, is considered under the condition that the required infrastructure be in place prior to final plat of the subdivision, in accordance with Appendix B-Subdivisions, Article VII. Improvements.

Upon the motion of Commissioner Walker, duly seconded by Commissioner McReynolds, the motion to approve the PP15-13, request by HPM Development for Preliminary Plat, for the subdividing of one lot into five lots at the southwest corner of the intersection of Garrard Road and Hwy 12 East, (parcel number 117F-00-002.00), as presented by the Planning Division, with the condition that, the required infrastructure be in place prior to final plat of the subdivision, in accordance with Appendix B-Subdivisions, Article VII. Improvements, was unanimously approved.

PUBLIC HEARING

The Planning and Zoning Commission held a public hearing regarding a request for conditional use of the property located at 1437 Fire Station Road (CU 15-11).

The Commission Chairman opened the floor for comments from the public regarding the request for conditional use of the property located at 1437 Fire Station Road (CU 15-11). Calling for, and receiving no comments from the public, the Commission Chair closed the public hearing portion of the meeting.

3. A MOTION TO APPROVE THE REQUEST FOR CONDITIONAL USE OF THE PROPERTY LOCATED AT 1437 FIRE STATION ROAD

There came for consideration the matter of the approval of a motion to grant conditional use of the property located at 1437 Fire Station Road (CU 15-11), for the purposes of allowing a “Place of Worship” to hold meetings. Conditional use is proposed with the following requirements :

That,

The request by Christian World Missions for a Conditional Use to allow a “Place of Worship” at 1437 Fire Station Road (CU 15-11), is zoned B-1 Buffer District and R-4, and the applicant is in the process of doing renovations to the existing structure for the purposes of holding worship services after the renovation is complete. The properties to the north and south are currently used as residential. The properties to the east are commercial. The property to the west is currently undeveloped. The five criteria for conditional use are met and a building permit shall be obtained prior to any construction activities. All of the conditional use requirements, will be fully and faithfully executed, or the conditional use shall become canceled and void. The five criteria for conditional use being:

1. Land use compatibility
The property is currently a mission center.
2. Sufficient site size and adequate site specifications to accommodate the proposed use.
The site is adequately sized to accommodate the proposed addition.
3. Proper use of mitigative techniques.
None proposed
4. Hazardous waste.
No hazardous wastes or materials would be generated, used or stored at the site.
5. Compliance with applicable laws and ordinances.
Building the proposed renovations will require building permits and inspections

Upon the motion of Commissioner Camp, duly seconded by Commissioner Moore, the motion to approve the conditional use of the property located at 1437 Fire Station Road (CU 15 11), for the purposes of allowing a “Place of Worship” to hold meetings is granted, with the conditions enumerated above.

PUBLIC HEARING

The Planning and Zoning Commission held a public hearing regarding a request for rezoning from Christopher Kritzman/ Capital Growth Properties of six properties from C-2/T5/T4 to T6. The properties are located on the north side of University Drive between Camp Avenue and Rue Du Grand Formage.

The Commission Chairman opened the floor for comments from the public regarding the request for rezoning request of Christopher Kritzman/ Capital Growth Properties of six properties from C-2/T5/T4 to T6. The properties are located on the north side of University Drive between Camp Avenue and Rue Du Grand Formage.

The Commissioners, observed a PowerPoint presentation provided by Christopher Kritzman/ Capital Growth Properties. Upon the conclusion of the Power Point presentation, the Commissioners received responses to questions regarding the height of the proposed development, the parcels numbers and placements of buildings germane to lots one, two, three and four and agreed that the zoning of T5, to lots one, two, three and four, would not affect the development.

Mohammed Moson, the project's Architect and Molly Jackson of Moore Law Offices, noted that parcel number two was "cut horizontally" without explanation, which is reflected as such on the "tax map". Mohammed Moson stated that he would need to conduct additional "measuring" for clarification before he could concur with the T5 recommendations.

Johnny Moore of Moore Law Offices addressed the Commission regarding the zoning, reports and the environmental impact studies and asked that the information he provided to the Commissioner be a part of the record. Mr. Moore provided to the Commissioners copies of a mixed-use development traffic study. The purpose of the traffic study is to evaluate existing traffic conditions, estimate traffic generated by the proposed development, predict the directional distribution of site traffic, project post-development traffic volumes for study area intersections and evaluate post development traffic conditions. Mr. Moore expressed that there exists a general change in the zoning area that would increase the need for mixed-use development. Two recent changes are the "trans-district" and the increase in development in the area. Mr. Moore noted that increase in the traffic and the need for housing, specifically, multi-use housing extended down to City Bagel.

Mr. Moore enumerated for the Commissioners the following properties that he believes represent an indication of change in the conditions of the area, which are Starkville Apartments, LLC, a project by John Hartline, The Gin, The Courtyard by Marriott, the Mill on Russel Street, the Jackson Street development on the "square" and others.

Molly Jackson of Moore Law Offices addressed the Commissioners stating that the site plans were conceptual in nature as a result, that they were hesitate to agree with the exact footage listed on the "map". Ms. Jackson offered a proposal of zoning all parcels listed as a T6 with the condition that any building that fronts University Drive, shall conform to T5 height requirements.

Commissioners Ward, Brooks and Miller asked for clarification regarding the sale of the property and whether or not the proposed condition would "transfer if the property was sold"; the City Attorney replied, yes, those conditions would transfer.

The following information is incorporated into the official record at the request of Mr. Johnny Moore, Esq. of Moore Law Offices:

REQUEST FOR PUBLIC HEARING
City of Starkville Planning & Zoning Commission
City Hall, 101 E. Lampkin Street
Starkville, Mississippi 39759-2944
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org



APPLICANT INFORMATION

Name: Christopher Kritzman / Capital Growth Properties Phone: (404) 861-8063
Address: 361 Summit Blvd. Suite 110, Birmingham, AL 35243
E-mail address: chris@cgpre.com

PROPERTY OWNER INFORMATION

Name: HBC III, LLC (c/o Harry Bell) Phone: (662) 418-4095
Address: 402 Lampkin Street, Starkville, MS 39759
E-mail address: _____

If different from applicant, please attach notarized letter of authorization.

APPLICATION INFORMATION

Street Address/Location: Part of Lot 35B and Part of Lot 21 in Block 28, Starkville, MS 39759
Tax Map/Parcel ID Number: 101C-00-002.00 Zoning: T4
Type of Requested: ☒ Rezoning ☐ Conditional Use ☐ Use by Exception ☐ Preliminary Plat ☐ Final Plat
Reason for request: Christopher Kritzman/Capital Growth Properties request the property be rezoned from T4 to T6 based on changed or changing conditions in the existing area, or in the planning area generally, that make the change in the ordinance necessary & desirable, & in accord with the public need for orderly & harmonious growth, as well as other evidence to be presented.
Property to the NORTH: Zoning C-2 Current Use Residential
Property to the EAST: Zoning T4 Current Use Vacant
Property to the SOUTH: Zoning T5 & T4 Current Use Multifamily Residential
Property to the WEST: Zoning T5 Current Use Multifamily Residential & Retail

Submittal deadline is approximately 30 days prior to proposed public hearing date; please refer to P&Z schedule.

☐ Application Fee ☐ Legal Description ☒ Notarized Owner Authorization

Submitted by:  Date: 8/10/2015

REQUEST FOR PUBLIC HEARING
City of Starkville Planning & Zoning Commission
City Hall, 101 E. Lampkin Street
Starkville, Mississippi 39759-2944
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org



APPLICANT INFORMATION

Name: Christopher Kritzman / Capital Growth Properties Phone: (404) 861-8063
Address: 361 Summit Blvd. Suite 110, Birmingham, AL 35243
E-mail address: chris@cgpre.com

PROPERTY OWNER INFORMATION

Name: BSquare, LLC (c/o Betty Bell) Phone: (662) 323-2731
Address: 402 Lampkin Street, Starkville, MS 39759
E-mail address: _____

If different from applicant, please attach notarized letter of authorization.

APPLICATION INFORMATION

Street Address/Location: Lots 33 and Part of 35B in Block 28, Starkville, MS 39759
Tax Map/Parcel ID Number: 101C-00-001.00 Zoning: C-2
Type of Requested: ☒ Rezoning ☐ Conditional Use ☐ Use by Exception ☐ Preliminary Plat ☐ Final Plat
Reason for request: Christopher Kritzman/Capital Growth Properties request the property be rezoned from C-2 to T6 based on changed or changing conditions in the existing area, or in the planning area generally, that make the change in the ordinance necessary & desirable, & in accord with the public need for orderly & harmonious growth, as well as other evidence to be presented.
Property to the NORTH: Zoning T4 Current Use Residential / Vacant
Property to the EAST: Zoning T4 Current Use Vacant
Property to the SOUTH: Zoning T4 Current Use Multifamily & Single Family Residential
Property to the WEST: Zoning T5 & T4 Current Use Retail & Multifamily Residential

Submittal deadline is approximately 30 days prior to proposed public hearing date; please refer to P&Z schedule.

☐ Application Fee ☐ Legal Description ☒ Notarized Owner Authorization

Submitted by:  Date: 8/10/2015

REQUEST FOR PUBLIC HEARING

City of Starkville Planning & Zoning Commission
City Hall, 101 E. Lampkin Street
Starkville, Mississippi 39759-2944
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org



APPLICANT INFORMATION

Name: Christopher Kritzman / Capital Growth Properties Phone: (404) 861-8063
Address: 361 Summit Blvd. Suite 110, Birmingham, AL 35243
E-mail address: chris@cgre.com

PROPERTY OWNER INFORMATION

Name: Mary Ann and Hal D. Fuller Phone: (662) 323-1338
Address: 112 Forest Hill Drive, Starkville, MS 39759
E-mail address: randy@colemangrouponline.com

If different from applicant, please attach notarized letter of authorization.

APPLICATION INFORMATION

Street Address/Location: All of Lots 29, 30, 31, & 31-A of Block 28, Starkville, MS 39759
Tax Map/Parcel ID Number: 101D-00-001.00; 101D-00-002.00; 101D-00-003.00; 101D-00-004.00 Zoning: T5
Type of Requested: ☒ Rezoning ☐ Conditional Use ☐ Use by Exception ☐ Preliminary Plat ☐ Final Plat
Reason for request: Christopher Kritzman/Capital Growth Properties request the property be rezoned from T5 to T6 based on changed or changing conditions in the existing area, or in the planning area generally, that make the change in the ordinance necessary & desirable, & in accord with the public need for orderly & harmonious growth, as well as other evidence to be presented.
Property to the NORTH: Zoning T4 Current Use Vacant
Property to the EAST: Zoning T5, T4 & C-2 Current Use Multifamily Residential
Property to the SOUTH: Zoning T5 Current Use Multifamily Residential & Retail
Property to the WEST: Zoning T6 & R-1 Current Use Multifamily & Single Family Residential

Submittal deadline is approximately 30 days prior to proposed public hearing date; please refer to P&Z schedule.

☐ Application Fee ☐ Legal Description ☒ Notarized Owner Authorization

Submitted by: [Signature] Date: 8/10/2015

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA



AUTHORIZATION

I, Betty Bell for BSquare, LLC, am the owner of the real property located at 105 Camp Avenue, Starkville, MS 39759, Parcel Number 101C-00-001.00. I hereby authorize Christopher Kritzman / Capital Growth Properties to submit an application to the City of Starkville's Planning and Zoning Commission for the following request(s):

☒ Rezoning ☐ Conditional Use ☐ Use by Exception

☐ Preliminary Plat ☐ Final Plat

Given under my hand and official seal, this the 5 day of August, 2015.

Owner: Betty F. Bell
Betty F. Bell for BSquare, LLC

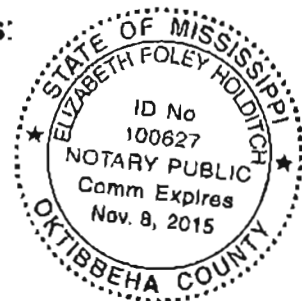
Date: 8/5/15

Date: 8/5/2015

Notary: Elizabeth Foley Holditch

(SEAL)

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA



AUTHORIZATION

I, Mary Ann & Hal D. Fuller, am the owner of the
real property located at 703, 703 1/2, 705, & 705 1/2 University Drive
Starkville, MS 39759,
Parcel Number 101D-00-001.00; 101D-00-002.00
101D-00-003.00; 101D-00-004.00. I hereby
authorize Christopher Kritzman / Capital Growth Properties to submit an
application to the City of Starkville's Planning and Zoning
Commission for the following request(s):

- ☒ Rezoning ☐ Conditional Use ☐ Use by Exception

☐ Preliminary Plat ☐ Final Plat

Given under my hand and official seal, this the 10th day of
August, 2015.

Owner: *Hal Fuller* Date: 08-10-15
Mary Ann Fuller 8-10-15

Date: 8-10-15

Notary: *Victoria C. Squiers*

(SEAL)



My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA



AUTHORIZATION

I, Harry Bell for BCBIII, LLC, am the owner of the real property located at 104 Camp Avenue, Starkville, MS 39759, Parcel Number 101C-00-002.00. I hereby authorize Christopher Kritzman / Capital Growth Properties to submit an application to the City of Starkville's Planning and Zoning Commission for the following request(s):

☒ Rezoning ☐ Conditional Use ☐ Use by Exception

☐ Preliminary Plat ☐ Final Plat

Given under my hand and official seal, this the 5 day of August, 2015.

Owner: Harry C. Bell, III
Harry C. Bell, III for BCBIII, LLC

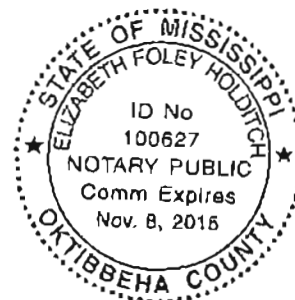
Date: 8/5/2015

Date: 8/5/2015

Notary: Elizabeth Foley Holditch

(SEAL)

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF OKTIBBEHA



AUTHORIZATION

I, Ann L. Bell for HCBIII, LLC, am the owner of the real property located at 104 Camp Avenue, Starkville, MS 39759, Parcel Number 101C-00-002.00. I hereby authorize Christopher Kritzman / Capital Growth Properties to submit an application to the City of Starkville's Planning and Zoning Commission for the following request(s):

- ☒ Rezoning ☐ Conditional Use ☐ Use by Exception
☐ Preliminary Plat ☐ Final Plat

Given under my hand and official seal, this the 5 day of August, 2015.

Owner: 
Ann L. Bell for HCBIII, LLC

Date: 8/5/2015

Date: 8/5/2015

Notary: 

(SEAL)

My Commission Expires:

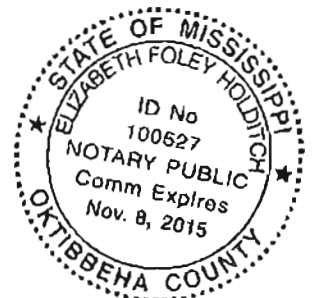


EXHIBIT "A"
MARY ANN FULLER and HAL D. FULLER

All of Lots 29, 30, 31, and 31-A (not parceled rural property) of Block 28 of the A. L. Goodman Official map of the City of Starkville, Mississippi. Said parcel being more particularly described as follows:

Commencing at the Southwest Corner of Lot 29 of Block 28 of the A. L. Goodman Official Map of the City of Starkville, Mississippi, said point also being located on the North right-of-way of University Drive and being the point of beginning of the following described parcel. From said point of beginning run thence North 34 degrees 50 minutes 19 seconds East for a distance of 299.00 feet thence North 01 degrees 07 minutes 01 seconds East for a distance of 69.54 feet; thence South 56 degrees 06 minutes 57 seconds East for a distance of 19.27 feet; thence North 00 degrees 10 minutes 09 seconds West for a distance of 229.80 feet; thence South 89 degrees 21 minutes 10 seconds East for a distance of 146.75 feet; thence South 02 degrees 30 minutes 26 seconds West for a distance of 398.62 feet; thence South 17 degrees 01 minutes 11 seconds West for a distance of 85.00 feet; thence South 21 degrees 56 minutes 10 seconds West for a distance of 213.98 feet to a point located on the North right-of-way of University Drive; thence North 55 degrees 21 minutes 44 seconds West along said right-of-way for a distance of 30.02 feet; thence North 55 degrees 31 minutes 16 seconds West along said right-of-way for a distance of 227.17 feet to the point of beginning.

For further description see Warranty Deed recorded in Deed Book 2012, Page 7385-7387 on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

EXHIBIT "A"
HCB III, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

1.64 +/- acres being part of Lot 32 and part of Lot 35B in Block 28 of the City of Starkville, Mississippi also being located in Section 2, Township 18 North, Range 14 East and identified as Tax Parcel #101C-00-002.00

Being further described in Warranty Deed recorded in Deed Book 2015, Pages 3507-3515 on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

EXHIBIT "A"
BSQUARE, LLC
A MISSISSIPPI LIMITED LIABILITY COMPANY

3.5 +/- acres being Lot 33 and part of Lot 35B in Block 28 of the City of Starkville, Mississippi also being located in Section 2, Township 18 North, Range 14 East, and identified as Tax Parcel #101C-00-001.00.

For further description see Warranty Deed recorded in Deed Book 2015, Pages 3516-3524 on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

1 WP	19	N
TWP	18	N

SEE PARCEL
1010-00-004.00
RURAL
PROPERTY

21.01

TRACT 2
COTTONSIDE, LLC

21

TRACT 3
WHIPPET DEVELOPMENT, LLC

1
MISSISSIPPI STATE
UNIVERSITY

UNIVERSITY DRIVE

UNIVERSITY
STORY
MINIUMS
T A
FLOR

3.04 A-5

3.05 A-6

7 B
FLOOR
3.09 B-10

3.10 $\mathcal{B} = \{1\}$

3.14C-15

3.15c-16

SEE PARCEL
1010-00-004.00
RURAL
PROPERTY

UNIVERSITY
STORY
MINIUMS
T A

FLOOR

3.04 A-5

3.05 A-6

T B

FLOOR

3.09 B-10

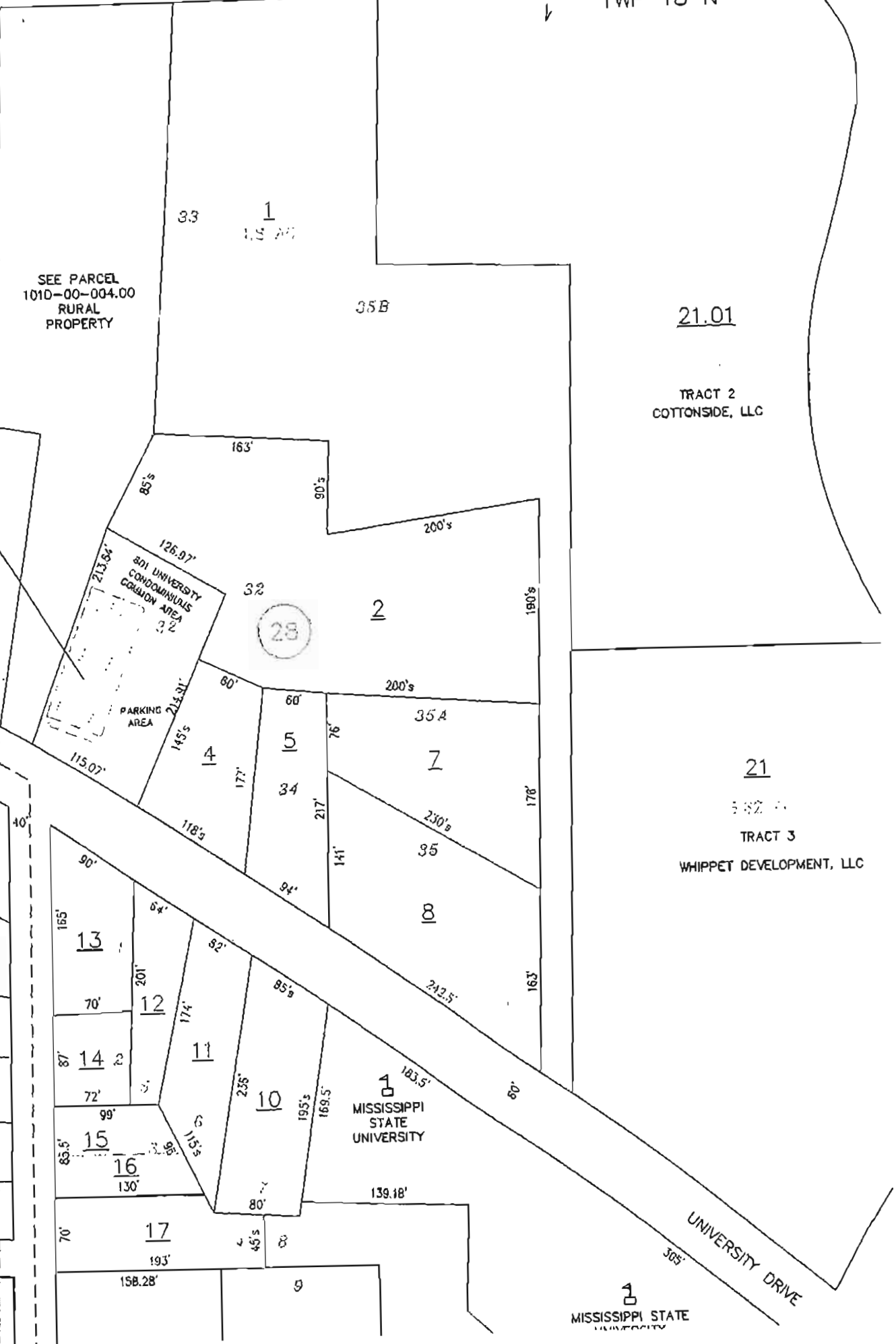
3.10 B-11

T C

FLOOR

3.14 C-15

3.15 C-16



21.01

TRACT 2
COTTONSIDE, LLC

21

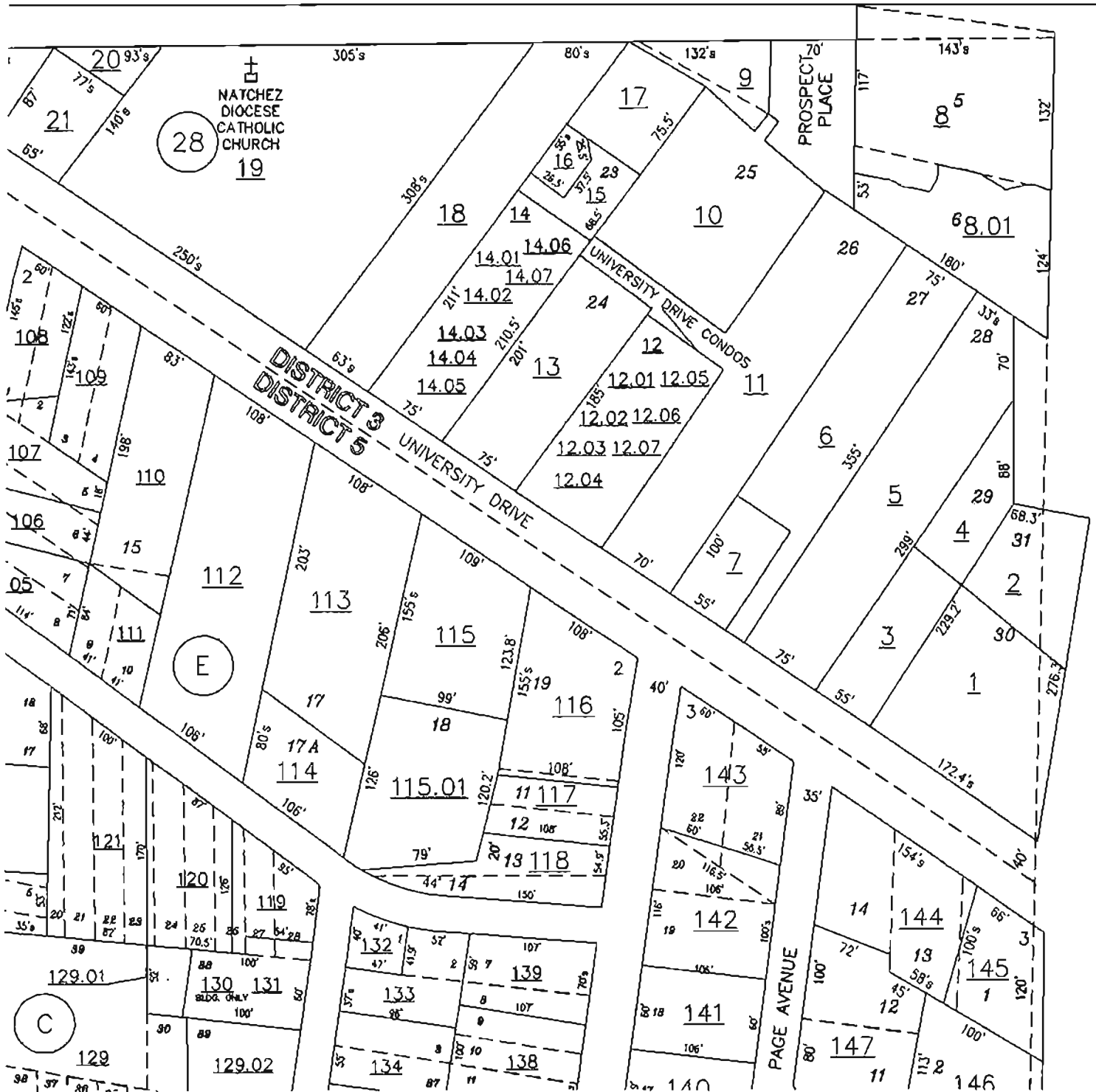
TRACT 3
WHIPPET DEVELOPMENT, LLC

MISSISSIPPI
STATE
UNIVERSITY

MISSISSIPPI STATE
UNIVERSITY

UNIVERSITY DRIVE

MAP 101D



1
MISSISSIPPI STATE
UNIVERSITY

2015

**Mixed Use Development Traffic Study –
Starkville, Mississippi**

October, 2015

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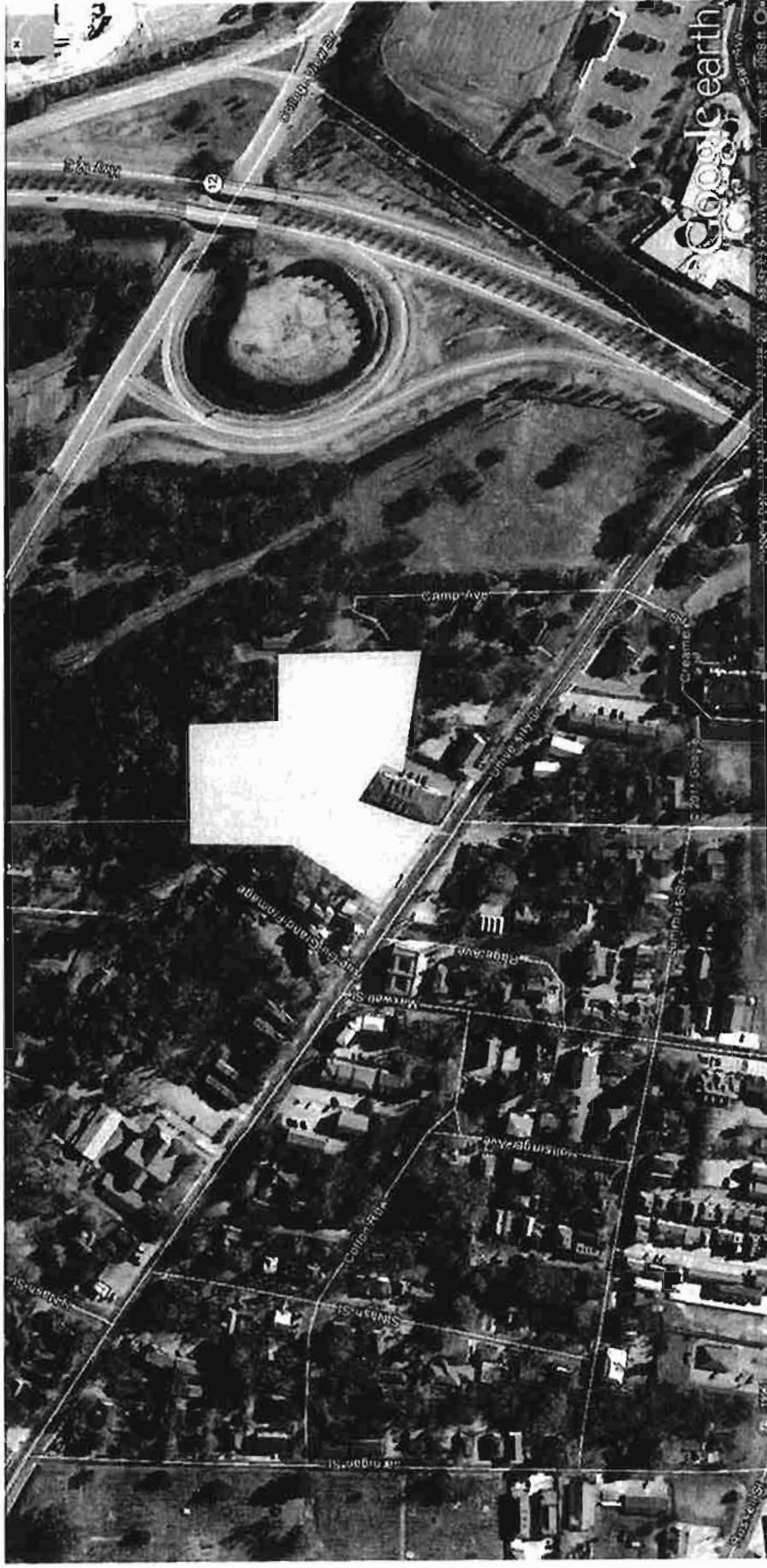
INTRODUCTION

A mixed-use development of approximately 222 apartment homes and approximately 8,000 square feet of specialty retail shops have been proposed for construction in Starkville, Mississippi. The proposed mixed-use development is located along the north side of University Drive and just west of Camp Avenue. Access for the development would consist of two access driveways, one which would intersect with University Drive Avenue and one which would intersect with Camp Avenue. The location of the proposed development is illustrated in Figure 1.

This traffic study has been conducted to:

- Evaluate existing traffic conditions;
- Estimate traffic to be generated by the proposed development;
- Predict the directional distribution of site traffic;
- Project post-development traffic volumes for study area intersections; and
- Evaluate post-development traffic conditions.

Sources of information used in this report include: the Institute of Transportation Engineers; Transportation Research Board; City of Starkville; Capital Growth Buchalter, Inc.; Traffic Data, LLC; and field reconnaissance efforts and other information collected by Skipper Consulting, Inc.



North
Scale: n.t.s

BACKGROUND INFORMATION

Site Description and Access

The proposed development would be located along the north side of University Drive just west of Camp Avenue. The proposed development is planned to consist of approximately 268 apartments and specialty retail shop space of approximately 8,000 square feet.

Access for the development would consist of two access driveways, one which would intersect with University Drive and a secondary access from Camp Avenue.

Study Area Roadways

In the vicinity of the site, University Drive is a two-lane roadway with a posted speed limit of 25 miles per hour. University Drive has parking along the south side of the roadway and bicycle lane along both sides of the roadway. University Drive connects Downtown Starkville with Mississippi State University. For the purposes of this study University Drive is considered an east/west roadway.

Colonel Muldrow Avenue is a one lane residential roadway that is one-way northbound. Colonel Muldrow Avenue extends from Russell Street to University Drive. For the purposes of this study Colonel Muldrow Avenue is considered a north/south street.

Multi-Use Path

There is a multi-use path along the south side of University Drive in the vicinity of the proposed development. The multi-use path extends onto the University campus and provides an alternate mode of transportation.

EXISTING TRAFFIC CONDITIONS

Existing Traffic Counts

Morning, and afternoon peak hour turning movement counts were conducted at the intersections of University Drive and Camp Avenue/Creamery Drive and University Drive and the site of the proposed access drive / Colonel Muldrow Avenue. The turning movement counts are depicted in Figure 2.

Existing Intersection Capacity Analysis

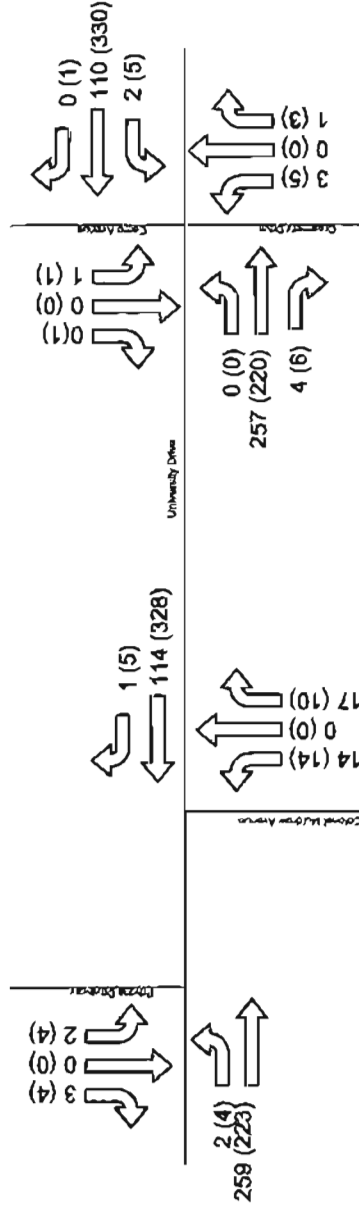
Using methods as outlined in the *Highway Capacity Manual*, the existing capacity and operation of the study intersections were evaluated. According to this method of analysis, traffic capacities are expressed as levels of service, ranging from “A” (best) to “F” (worst). In general, a level of service (LOS) “C” is considered desirable, while a level of service “D” is considered acceptable during peak hours of traffic flow. The level of service for each approach is illustrated in Table 1.

Table 1 – Existing Intersection Capacity Analysis

Intersection (Traffic Control)	Approach/Movement	Level of Service (Existing)	
		AM Peak	PM Peak
University Dr At Camp Ave/Creamery Dr (Unsignalized)	University Dr. (eastbound)	A	A
	University Dr. (westbound)	A	A
	Creamery Dr. (northbound)	B	B
	Camp Ave(southbound)	B	B
	Overall Intersection LOS	A	A
University Dr At Camp Ave/Creamery Dr (Unsignalized)	University Dr. (eastbound)	A	A
	University Dr. (westbound)	A	A
	Colonel Muldrow Ave (northbound)	B	B
	Existing Driveway (southbound)	B	B
	Overall Intersection LOS	A	A

As illustrated in Table 1, each approach for the study intersections operate with acceptable levels of service under existing conditions.

Existing Peak Hour Turning Movements



Legend

7:00-8:00AM (4:00-5:00PM) →



North
Scale: n.t.s

FUTURE TRAFFIC CONDITIONS

Trip Generation

The number of vehicle trips estimated to be generated by the proposed residential development was based on trip generation counts from similar residential developments at peer universities in the southeast. These existing developments were selected due to their similar size and proximity to the university campus. Trip generation estimates for specialty retail were determined for the proposed development based on data contained in the *Trip Generation Manual, Ninth Edition*, as published by the Institute of Transportation Engineers (ITE). Rates for the morning and afternoon retail trips were based on hourly trip data found in the *Trip Generation Manual*. The peak hour trip generation estimates for the proposed development are shown in Table 2.

Table 2—Trip Generation Estimates

Land Use	Size	Units	AM Peak		PM Peak	
			In	Out	In	Out
Apartments	268	Units	20	39	88	132
Specialty Retail	8,000	S.F.	9	3	23	29
Total			29	42	117	161

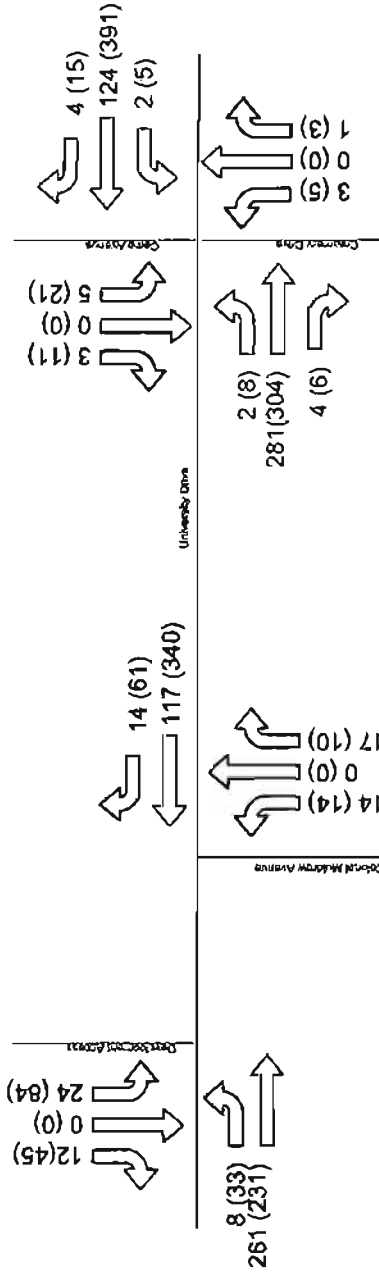
Trip Distribution Patterns

The directional distribution of new traffic expected to be generated by the proposed development was estimated based upon population concentrations within the site's market area, existing travel patterns, and the planned access system for the development. The directional distribution pattern for new trips generated by the proposed residential development is summarized as follows:

- approximately 35% to/from the west via University Drive; and
- approximately 65% to/from the east via University Drive.

Trip Assignment and Future Traffic Volumes

Using the distribution patterns outlined above, projected new trips for the morning, and afternoon peak hours were assigned to the study intersections along University Drive. New trips were added to existing peak hour traffic volumes to result in future traffic volumes. Future morning and afternoon peak hour turning movement volumes, illustrated in Figure 3, were used as the basis for assessing future traffic conditions.



North
Scale: n.t.s

Legend

7:00-8:00AM (4:00-5:00PM) →



Future Peak Hour Turning Movements

Mixed Use Development - Starkville, Mississippi

October 2015

Future Intersection Capacity Analysis

Morning, midday, and afternoon peak hour capacity analyses were conducted for projected future conditions at the study intersections. Capacity analyses were conducted using methods as outlined previously for existing conditions. The results of the capacity analyses are illustrated in Table 3.

Table 3 – Future Intersection Capacity Analysis

Intersection (Traffic Control)	Approach/Movement	Level of Service (Existing)	
		AM Peak	PM Peak
University Dr At Camp Ave/Creamery Dr (Unsignalized)	University Dr. (eastbound)	A	A
	University Dr. (westbound)	A	A
	Creamery Dr. (northbound)	B	B
	Camp Ave(southbound)	B	B
	Overall Intersection LOS	A	A
University Dr At Camp Ave/Creamery Dr (Unsignalized)	University Dr. (eastbound)	A	A
	University Dr. (westbound)	A	A
	Colonel Muldrow Ave (northbound)	B	B
	Existing Driveway (southbound)	B	C
	Overall Intersection LOS	A	B

As illustrated in Table 3, each approach and movement for the study intersections would continue to operate with acceptable levels of service under future conditions.

CONCLUSIONS

Based upon the site review and analyses documented in this report, the following conclusions can be stated:

1. The proposed mixed-use development is located along the north side of University Drive just west of Camp Avenue in Starkville, Mississippi. Access for the development would consist of two access driveways, one which would intersect with University Drive and one which would intersect with Camp Avenue.
2. Presently, acceptable levels of service are being provided at each of the study intersections.
3. Currently there is a multi-use path along the south side of University Drive that extends onto the Mississippi State University campus.
4. The proposed development is planned to contain approximately 222 apartments and specialty retail shops of approximately 8,000 square feet. The development is estimated to generate approximately 71 trips (29 in, 42 out) during the morning peak hour, approximately and approximately 278 trips (117 in, 161 out) during the afternoon peak hour.
5. New trips were added to existing peak hour traffic volumes to result in future traffic volumes. Future peak hour traffic volumes were used as the basis for assessing future traffic conditions.
6. Capacity analyses for future traffic conditions indicate that acceptable levels of service would continue to be provided for each of the study intersections.

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: Christopher Kritzman/ Capital Growth Properties, Applicant
SUBJECT: RZ 15-05 Request for rezoning of several parcels located on the north side of University Drive between Camp Avenue and Rue Du Grand Fromage with parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00
DATE: OCTOBER 13, 2015

The purpose of this report is to provide information regarding the request by Christopher Kritzman/ Capital Growth Properties on behalf of HBC III, LLC, BSquare, LLC, and Mary Ann & Hall D. Fuller to rezone a total of six properties from C-2/T5/T4 to T6. The six parcel total +/- 7.58 acres. The parcels are located on the north side of University Drive between Camp Avenue and Rue Du Grand Fromage. Please see attachments 1-13.

BACKGROUND INFORMATION

The properties are currently under contract and plans for development are being made. In order to achieve the density with the mix of retail and residential, the applicant is request to rezone all the properties to T6.

**Zoning Change Subject
Properties**

Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map	Owner
101C-00-001.00	R-2A	C-2	C-2	C-2	BSquare
101C-00-002.00	C-2	C-2	C-2	T-4	HBC III
101D-00-001.00	C-2	C-2	C-2	T-5	Fuller
101D-00-002.00	C-2	C-2	C-2	T-5	Fuller
101D-00-003.00	C-2	C-2	C-2	T-5	Fuller
101D-00-004.00	C-2	C-2	C-2	T-5	Fuller

**Zoning Change Adjacent
Properties**

Properties	1960s-1970s Map	1982-1991 Map	2000 Map	Current Map	
North	R-2A	R-3	R-1	T4	
East	C-2	C-2	R-1	T4	
South	C-2	C-2	C-2	T5/T6	
West	C-2/R-2A	C-2	R-1	T6/R-1	

Zoning and land uses adjacent to the subject property

Direction	Zoning	Current Use
North	T4	Undeveloped
East	T4	Undeveloped
South	T5	Commercial/Residential
West	T5/R1	Commercial/Residential

NOTIFICATION

43 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 September 25th 2015 and a placard was posted on the property. As of this date, the Planning Office has received no phone call against this request. Two phone calls for request for information were received.

REZONING REQUEST

The subject rezoning requests are from C-2 General Business, T4 District, and T5 District to a T6 District. Differences between zones are:

Current Zoning District

Sec. L. - C-2 business (general business) zoning district regulations.

These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]

1. See chart for uses permitted.
2. See chart for uses which may be permitted as an exception.
3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.
5. Maximum height of building or structures: 45 feet.
6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.

7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.
8. All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.
 - a) The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.
 - b) The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.
 - c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.
9. All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

(Ord. No. 2014-4, 9-16-14)

§ 3 - SPECIFIC TO T4 DISTRICTS

Lots located within the T4 District shall be subject to the requirements of this section.

6.1 LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 96 feet, measured at the Frontage Line.

6.2 LOT OCCUPATION

- (a) For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.
- (b) Primary Buildings may be positioned within the boundaries of a Lot to create an Edgeyard, Sideyard, or Rearyard. (see Table 3)
- (c) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 9.
- (d) Lot coverage by Buildings and impermeable surfaces shall be a maximum of 70% of the Lot area.
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 60% at the Setback.

6.3 BUILDING FORM

- (a) The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.
- (b) The maximum height of a Primary Building shall be two (2) stories as specified on Table 3 and Table 9.
- (c) The maximum height of a Secondary Building shall be two (2) stories as specified on Table 3 and Table 9.
- (d) The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and Table 9.
- (e) Open porches, balconies, and bay windows may Encroach the first Lot Layer 50% of its depth.
- (f) Reserved.
- (g) Stoops, Lightwells, and Terraces may Encroach the first Lot Layer 100% of its depth.

6.4 BUILDING USE

- (a) Buildings may combine up to two (2) Uses listed on Table 5.
- (b) The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).
- (c) The work quarters of Home Businesses shall be not be visible from the Public Frontage.
- (d) Lodging Uses shall be owner occupied.
- (e) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), up to twelve (12) bedrooms max and in addition to any parking requirement for any other Use.
- (f) The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to the parking requirement for any other Use.
- (g) The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to the parking requirement for any other Use.

6.5 PARKING

- (a) Driveways shall be no wider than 10 feet in the first Lot Layer.
- (b) All parking areas and garages shall be located at the third Lot Layer as illustrated on Table 11.

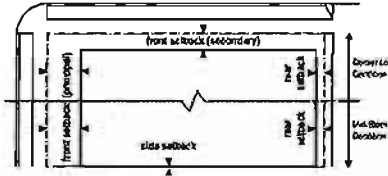
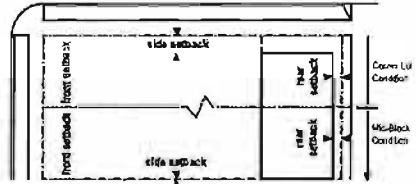
6.6 LANDSCAPE

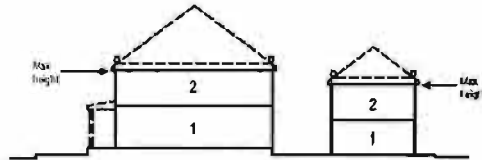
- (a) The first Lot Layer may not be paved, with the exception of Driveways as specified in § 3.5(a).

6.7 SIGNAGE

- (a) Address, Awning, Blade, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.

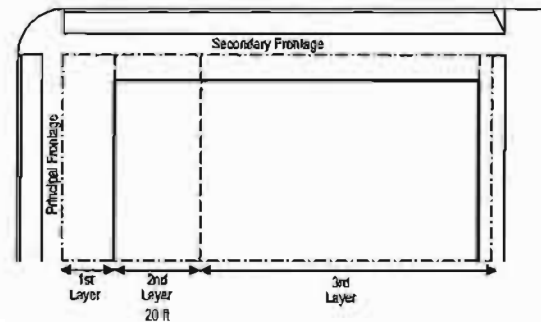
- (b) Band Signs shall be permitted by Exception.
- (c) Permitted signage types shall conform to the specifications of Table 8.
- (d) Signage shall be externally illuminated, except that Window Signs may be neon lit.

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Front Setback (Principal)	6 ft. min. 18 ft. max.	20 ft. min. + setback
Front Setback (Secondary)	6 ft. min. 18 ft. max.	n/a
Side Setback	0 ft. min.	0 ft. or 3 ft. at corner
Rear Setback	3 ft. min.	3 ft. min.
Illustration		

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Height (in Stories)	2 stories	2 stories
Illustration		

PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third Layer.
2. Covered parking shall be provided within the third Layer.
3. Trash containers shall be stored within the third Layer.



Sec. T. - § 4 - SPECIFIC TO T5 DISTRICTS.

Lots located within the T5 District shall be subject to the requirements of this section.

7.1 - LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.

7.2 - LOT OCCUPATION

- (a) For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 12.
- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Sideyard, Rearyard, or Courtyard. (see Table 3)
- (d) Lot coverage by buildings shall be a maximum of 90% of the Lot area.
- (e) Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.

7.3 - BUILDING FORM

- (a) The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.
- (b) The maximum height of a Primary Building shall be four (4) stories as specified on Table 3 and on Table 12.
- (c) The maximum height of a Secondary Building shall be four (4) stories as specified on Table 3 and on Table 12.
- (d) The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and on Table 12.
- (e) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.

- (f) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.
- (g) A first Story Residential or Lodging Use shall be raised a minimum of three (3) feet from the average grade of the Walkway.
- (h) Loading docks and service areas shall be permitted on Frontages by Exception.
- (i) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.
- (j) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
- (k) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.

7.4 - BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 5.
- (b) The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).
- (c) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.
- (d) The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.
- (e) The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.
- (f) Retail Uses under 1,500 square feet shall be exempt from parking requirements.

7.5 - PARKING LOCATION

- (a) All parking lots, garages and Parking Structures shall be located at the third Lot Layer as illustrated on Table 14.
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

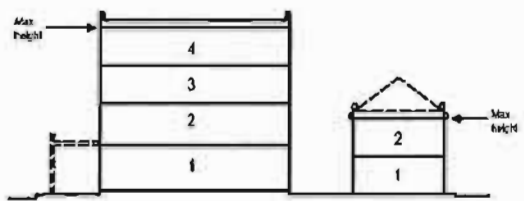
7.6 - LANDSCAPE

- (a) The first Lot Layer may be paved.

7.7 - SIGNAGE

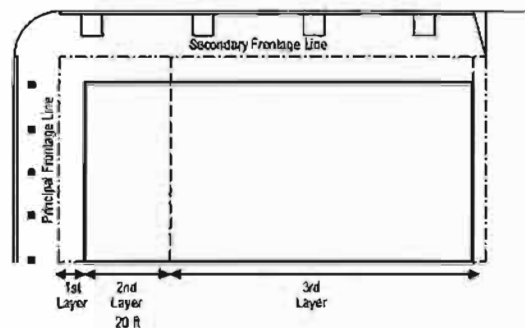
- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Permitted signage types shall conform to the specifications of Table 8.
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Front Setback (Principal)	2 ft. min. 15 ft. max.	40 ft. max. from rear
Front Setback (Secondary)	2 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	0 ft. or 3 ft. at corner
Rear Setback	3 ft. min.	3 ft. min.
Illustration		

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Height (in Stories)	4 stories	2 stories
Illustration		

PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third layer.
2. Covered parking shall be provided within the third layer.
3. Trash containers shall be stored within the third Layer.



Proposed Zoning District § 5. - SPECIFIC TO T6 DISTRICTS.

Lots located within the T6 District shall be subject to the requirements of this section.

8.1 - LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.

8.2 - LOT OCCUPATION

- (a) One (1) Primary Building may be built on each Lot.
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 15.
- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Rearyard or Courtyard. (see Table 3)
- (d) Lot coverage by Buildings shall be a maximum of 90% of the Lot area.

- (e) Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.

8.3 - BUILDING FORM

- (a) The maximum height of a Primary building shall be five (5) Stories. (see Table 3 and on Table 15)
- (b) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.
- (c) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.
- (d) A first Story Residential or Lodging Function shall be raised a minimum of three (3) feet from the average grade of the Walkway.
- (e) Loading docks and service areas shall be permitted on Frontages by Exception.
- (f) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.
- (g) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
- (h) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.
- (i) The Principal Entrance to a building shall be oriented toward the Frontage Line. Buildings on corner Lots may orient the Principal Entrance at a forty-five degree (45°) angle to the intersection of the Primary and Secondary Frontage Lines.

8.4 - BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 6.
- (b) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.

8.5 - PARKING

- (a) All parking lots, garages and Parking Structures shall be located in the third Lot Layer as illustrated on Table 17.
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

8.6 - LANDSCAPE

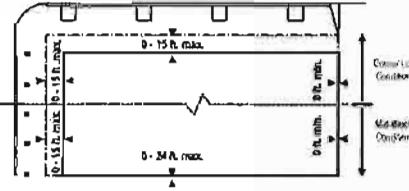
- (a) The first Lot Layer may be paved.

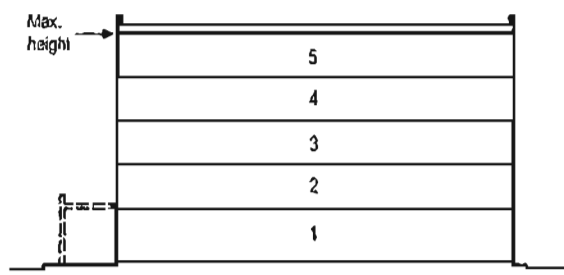
8.7 - SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.

(b) Permitted signage types shall conform to the specifications of Table 8.

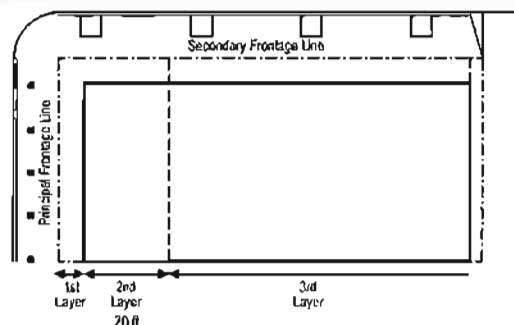
(c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

	PRINCIPAL BUILDING	OUTBUILDING
Front Setback (Principal)	0 ft. min. 15 ft. max.	n/a
Front Setback (Secondary)	0 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	n/a
Rear Setback	0 ft. min.	n/a
Illustration		n/a

	PRINCIPAL BUILDING	OUTBUILDING
Height (in Stories)	5 stories	n/a
Illustration		

PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third Layer.
2. Covered parking shall be provided within the third Layer.
3. Trash containers shall be stored within the third Layer.



STATE REZONING CRITERIA

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

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error;
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.
 - On January 12, 2012, the Board of Aldermen adopted Form Based Code for MS Highway 182, Main Street, University Drive, Lampkin Street, and Russell Street. As a result, 84 parcels were rezoned to either T District or Civic District. The subject parcels were a part of this code update.

REQUESTED CONDITIONS

1. Any building adjacent to University Drive must not exceed 4 stories in height.
2. The first floor of buildings adjacent to University Drive are to be retail.
3. Buildings along western line adjacent to R-1 property, will be required to have a buffer.
4. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff cannot exceed pre-development runoff at the point of sub-basin discharge for a 2 and 10 year event.
5. A traffic study will need to be submitted to City staff prior to Board of Aldermen meeting.



**CITY OF STARKVILLE COVERSHEET-Engineering
and Street**

**AGENDA ITEM DEPT.:
AGENDA DATE: 11/17/2015**

RECOMMENDATION FOR BOARD ACTION PAGE:

SUBJECT: Consideration of approval of on-street parking on Russell Street in coordination with the construction as part of the 505 Project.

AMOUNT & SOURCE OF FUNDING

001-600-648-877

Ward 7 Discretionary Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering and Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp and Buddy Sanders

FOR MORE INFORMATION CONTACT: Edward C. Kemp and Buddy Sanders

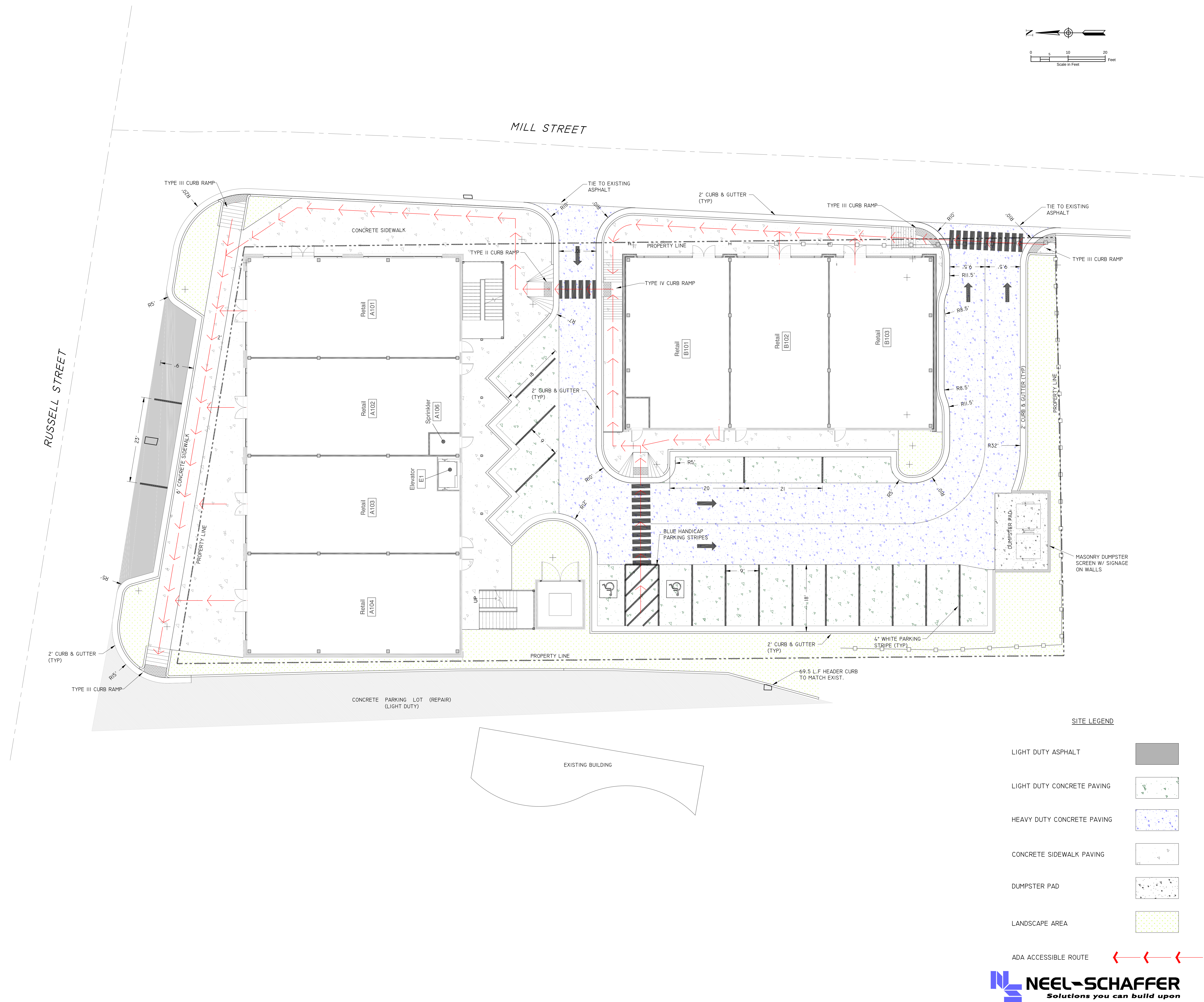
The applicant for the 505 development has requested the City allow construction of parallel parking spaces on Russell Street in the City right-of-way.

This project is a development proposed in the SW corner of the intersection of Mill Street and Russell Street. The proposed parallel parking is not necessary to meet minimum parking counts. A copy of the conceptual project design and parking is attached.

There will be no cost to the City for these improvements, and the applicant understands that these parking spaces will be public in perpetuity and cannot be reserved, metered, or otherwise saved for occupants or visitors of the proposed development.

SUGGESTED MOTION: Approval of on-street parking on Russell Street in coordination with the construction as part of the 505 Project.

Project No:	
Date:	11.11.15
Drawn By:	JLD
Checked:	DSR
Revisions:	
Revisions:	
Revisions:	
Revisions:	





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

AGENDA ITEM DEPT.:
AGENDA DATE: 11/17/2015
PAGE:

SUBJECT: Accept the low quote from Hester Fence in the amount of \$6,380.00 for the Henderson School Sidewalk Connector Project.

AMOUNT & SOURCE OF FUNDING

001-600-648-877
Ward 7 Discretionary Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering and Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

The City solicited quotes from contractors to complete the Jackson Street Sidewalk Extension.

We received two quotes from local contractors:
Hester Construction Inc.: \$6,308.00
Groundstone Construction: \$10,747.50

Section of Sidewalk along the north side of Highway 182 from the University Motel to School Street. See the attached plan for more information.

SUGGESTED MOTION: Accept the low quote from Hester Fence in the amount of \$6,380.00 for the Henderson School Sidewalk Connector Project.

PILCHER STREET

TRUNCATED DOME
TO BE INSTALLED WITH
PROPOSED ADA RAMP

CURB TO BE REMOVED

4" PVC TO BE LAID AT
LOCATION MARKED BY
ENGINEER

2
C1.0
8 LF OF GUARD RAIL
TO BE INSTALLED

1
C1.0
SEE DETAIL FOR
TYPICAL SECTION

2
C1.0
8 LF OF GUARD RAIL
TO BE INSTALLED

10 LF OF POST CURB
TO MATCH EXISTING

SUSPENDED SIDEWALK
TO BE INSTALLED

3
C1.0
EXISTING CONCRETE
PAVED FLUME

EXISTING SIDEWALK

HWY 182

GENERAL NOTES

1. CONTRACTOR RESPONSIBLE FOR MAKING 8-1-1 CALL PRIOR TO CONSTRUCTION AND FOR THE COORDINATION OF THE RELOCATION OF ANY UTILITIES AS NECESSARY.
2. CONTRACTOR TO PROVIDE ALL MATERIALS REQUIRED FOR COMPLETION OF PROJECT.
3. CONTRACTOR TO NOTIFY CITY OF STARKVILLE DURING CONSTRUCTION AND PRIOR TO POURING OF CONCRETE FOR INSPECTION. CONTACT CODY BURNETT (662) 397-0357.
4. CONTRACTOR RESPONSIBLE FOR GENERAL EROSION CONTROL (I.E. NO SILT IN DITCH, STORM DRAINS, OR ROADWAYS).
5. CONTRACTOR RESPONSIBLE FOR REMOVAL, LOADING, HAULING AND DISPOSAL OF DEMOLISHED MATERIALS.
6. CONTRACTOR TO PROTECT EXISTING ASPHALT, CURB & GUTTER, AND ANY OTHER ITEMS NOT DESIGNATED FOR REMOVAL.
7. CONTRACTOR RESPONSIBLE FOR ESTABLISHING REQUIRED SIDEWALK SLOPES. ALL PROPOSED SIDEWALK SHOULD MEET ALL ADA MINIMUM REQUIREMENTS. ANY SIDEWALK THAT DOES NOT MEET THIS REQUIREMENTS IS SUBJECT TO REMOVAL AND REPLACEMENT AT CONTRACTORS EXPENSE.
8. CONSTRUCTION JOINTS REQUIRED BETWEEN THE ABUTMENT OF ANY EXISTING AND PROPOSED CONCRETE.
9. CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL AND FOR MAINTAINING ACCESS THROUGH THE JOB SITE AFTER DAILY CONSTRUCTION HAS CEASED. CONTRACTOR TO COORDINATE WITH MDOT FOR ANY REQUIRED SIGNAGE TO BE PLACED ALONG ROADWAY DURING CONSTRUCTION.
10. CONTRACTOR RESPONSIBLE FOR LEAVING WORK SITE IN CLEAN AND PRESENTABLE MANNER.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE, MISSISSIPPI
101 E. Lamar Street, Starkville, MS 38756
V: 662-323-2525 F: 662-323-4143

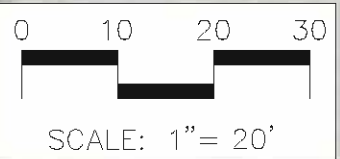


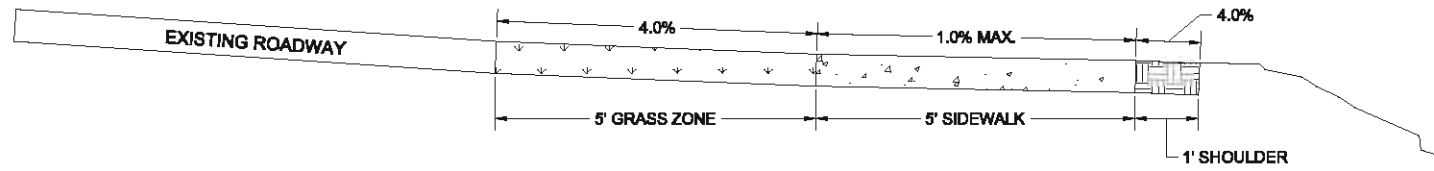
HENDERSON SCHOOL
SIDEWALK CONNECTOR
STARKVILLE, MS
PROPOSED IMPROVEMENTS

REVISIONS:

DATE: 08/06/2018
DESIGNED BY: ECH
DRAWN BY: ECH
CHECKED BY: ECH
SCALE: 1" = 20'
PROJECT # 15121
SHEET NUMBER #

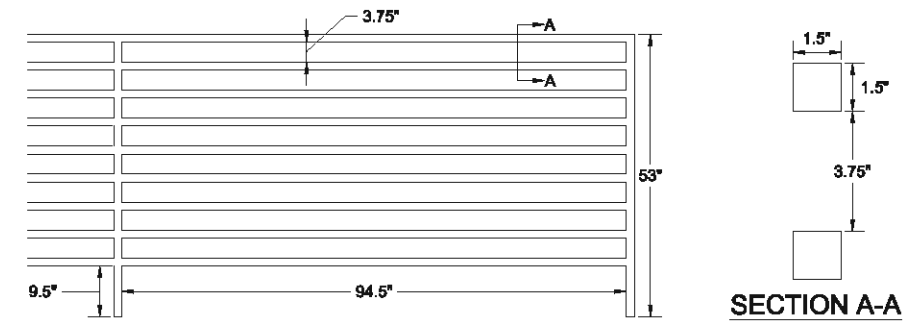
C1.0





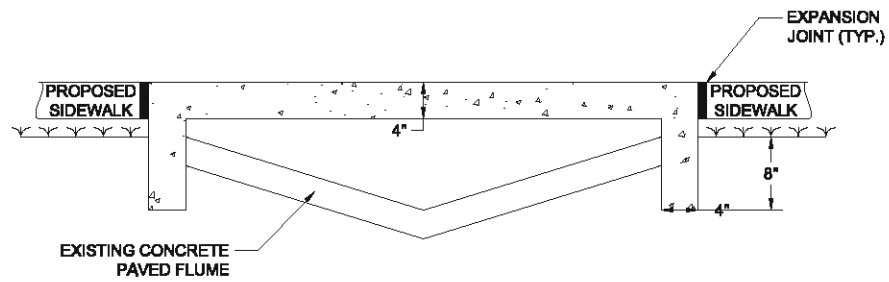
1 CROSS SECTION A-A: TYPICAL SECTION
C1.0

NTS



2 GUARD RAIL: TYPICAL SECTION
C1.0

NTS



3 SUSPENDED SIDEWALK
C1.0

NTS

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE, ENGINEERING DEPT.
101 E. Lamar St., Starkville, MS 38756
P: 662-323-5525 F: 662-323-4143



HENDERSON SCHOOL
SIDEWALK CONNECTOR
STARKVILLE, MS
CONSTRUCTION DETAILS

REVISIONS:

DATE: 08/26/2018
DESIGNED BY: ECH
DRAWN BY: CMB
CHECKED BY: ELK
SCALE: 1"=10'
PROJECT #

15121

SHEET NUMBER #

C2.0

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: XI.F.1.
AGENDA DATE November 17, 2015

SUBJECT: Claims Docket through November 12, 2015

AMOUNT & SOURCE OF FUNDING: FY 2015-2016 Budget

**THE TOTAL CLAIMS FOR THE CLAIMS DOCKET ENDING
November 12, 2015 IS \$659,318.47
*Reimbursed by Grant \$79,482.00***

SED CLAIMS DOCKET AMOUNT \$1,046,915.71

TOTAL AMOUNT TO BE PAID \$1,706,234.18

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 #11-17-15b for
Claims from all Departments through November 12, 2015 as listed.



City of Starkville, MS

Post Dates 11/9/2015 - 11/12/2015

Expense Approval Report

By Fund

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
WAL MART-GENERAL CITY	09445	11/12/2015	H14901 PINK HEALS	001-000-160-618		11/12/2015	47.18
BOAROTOWN TRADING POS	10301SP	11/12/2015	H15076 PINK HEALS TROPHIES	001-000-160-618		11/12/2015	50.00
WAL MART-GENERAL CITY	05931	11/12/2015	H14901 PINK HEALS	001-000-160-618		11/12/2015	14.94
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-000-054-205		11/12/2015	22.36
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-000-054-208		11/12/2015	10.32
FAIR OIL COMPANY	147340	11/12/2015	D0989 FUEL /GAS	001-000-070-251		11/12/2015	15,324.82
MITCHELL, MCNUTT, & SAM, P.A.	304630	11/12/2015	GENERAL MATTERS ~SED~	001-000-054-205		11/12/2015	633.42
Outstanding Total:							16,103.04
Department 000 - UNDESIGNATED Total:							16,103.04
Department: 100 - BOARD OF ALDERMEN							
Outstanding							
MML	23302	11/09/2015	REGISTRATION MID-WINTER 2016 CONF	001-100-604-330		11/09/2015	540.00
Outstanding Total:							540.00
Paid							
BANKFIRST-VISA PAYMENT	INV0015867	11/11/2015	NATIONAL LEAGUE	001-100-610-350		11/11/2015	150.00
BANK OF AMERICA VISA	81746983	11/11/2015	ALDERMAN DAVID LITTLE - NATIONAL LEAGUE- DOUBLETREE	001-100-610-350		11/11/2015	788.91
BANK OF AMERICA VISA	86726247	11/11/2015	ALDERMAN SCOTT MAYNARD-NATIONAL LEAGUE-DOUBLETREE	001-100-610-350		11/11/2015	1,314.85
Paid Total:							2,253.76
Department 100 - BOARD OF ALDERMEN Total:							2,793.76
Department: 110 - MUNICIPAL COURT							
Outstanding							
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-110-620-370		11/12/2015	6.02
Outstanding Total:							6.02
Department 110 - MUNICIPAL COURT Total:							6.02

Expense Approval Report

Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 120 - MAYORS OFFICE							
Outstanding							
MML	23302	11/09/2015	REGISTRATION MID-WINTER 2016 CONF	001-120-610-350		11/09/2015	135.00
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-120-691-550		11/12/2015	2.58
Outstanding Total:							137.58
Paid							
PETTY CASH VOUCHERS	INV0015858	11/11/2015	VARIOUS VOUCHERS	001-120-503-202		11/11/2015	55.50
PETTY CASH VOUCHERS	INV0015858	11/11/2015	VARIOUS VOUCHERS	001-120-503-202		11/11/2015	82.50
BANKFIRST-VISA PAYMENT	INV0015869	11/11/2015	DOUBLE TREE HOTEL	001-120-610-350		11/11/2015	1,314.85
Paid Total:							1,452.85
Department 120 - MAYORS OFFICE Total:							1,590.43
Department: 123 - IT							
Outstanding							
WAUKAWAY DISTRIBUTORS, INC.	CLR1115-52	11/10/2015	COOLER RENT	001-123-691-550		11/10/2015	10.00
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-123-620-370		11/12/2015	1.72
WAUKAWAY DISTRIBUTORS, INC.	21691	11/10/2015	WATER	001-123-691-550		11/10/2015	7.75
WAUKAWAY DISTRIBUTORS, INC.	21181	11/10/2015	WATER	001-123-691-550		11/10/2015	23.25
Outstanding Total:							42.72
Department 123 - IT Total:							42.72
Department: 145 - OTHER ADMINISTRATIVE							
Outstanding							
SULLIVAN'S OFFICE SUPPLY, INC.	01545	11/09/2015	OFFICE SUPPLIES	001-145-501-200		11/09/2015	16.95
SULLIVAN'S OFFICE SUPPLY, INC.	01549	11/09/2015	OFFICE SUPPLIES	001-145-501-200		11/09/2015	33.90
SULLIVAN'S OFFICE SUPPLY, INC.	01550	11/09/2015	SELF INKER STAMP	001-145-501-200		11/09/2015	25.90
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-145-691-550		11/12/2015	6.02
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-145-691-550		11/12/2015	5.16
Outstanding Total:							87.93
Paid							
PETTY CASH VOUCHERS	INV0015858	11/11/2015	VARIOUS VOUCHERS	001-145-610-350		11/11/2015	15.00
Paid Total:							15.00
Department 145 - OTHER ADMINISTRATIVE Total:							102.93
Department: 169 - LEGAL							
Outstanding							
MITCHELL, MCNUTT, & SAM, P.A.	304630	11/12/2015	GENERAL MATTERS ~SED~	001-169-600-302		11/12/2015	8,796.88

Expense Approval Report

Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MITCHELL, MCNUTT, & SAM, P.A.	304631	11/12/2015	LITIGATED MATTERS	001-169-600-312		11/12/2015	637.50

Outstanding Total: 9,434.38
Department 169 - LEGAL Total: 9,434.38

Department: 180 - PERSONNEL ADMINISTRATION

Outstanding

CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-180-691-550		11/12/2015	1.72
ORION PLANNING GROUP	1	11/09/2015	STARVILLE PLAN JULY 2015	001-180-691-550		11/09/2015	239.38

Outstanding Total: 241.10

Paid

BANKFIRST-VISA PAYMENT	INV0015868	11/11/2015	CTO*GOTOMYPC.COM	001-180-604-330		11/11/2015	11.95
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Paid Total: 11.95

Department 180 - PERSONNEL ADMINISTRATION Total: 253.05

Department: 190 - CITY PLANNER

Outstanding

BACKSTAGE MUSIC	314068	11/09/2015	PRJ SCREEN RENTAL	001-190-600-310		11/09/2015	150.00
THE WALKER COLLABORATIV	4-15	11/12/2015	STARVILLE COMP PLAN	001-190-600-300		11/12/2015	44,637.00

Outstanding Total: 44,787.00

Department 190 - CITY PLANNER Total: 44,787.00

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

TCC FACILITIES	1470	11/10/2015	JANITORIAL OCT2015	001-192-630-403		11/10/2015	650.00
MANAGEMENT, INC							
CINTAS	215847862	11/10/2015	CITY HALL	001-192-535-233		11/10/2015	51.04

Outstanding Total: 701.04

Department 192 - GENERAL GOVERN BLDG & PLANT Total: 701.04

Department: 197 - ENGINEERING

Outstanding

TRUSTMARK NATIONAL BAN	5	11/10/2015	12/27/15 payment PRIUS /2	001-197-820-874		11/10/2015	367.73
TRUSTMARK NATIONAL BAN	5	11/10/2015	TACOMA TRKS				
			12/27/15 payment PRIUS /2	001-197-830-873		11/10/2015	69.23
			TACOMA TRKS				

Outstanding Total: 436.96

Department 197 - ENGINEERING Total: 436.96

Department: 201 - POLICE DEPARTMENT

Outstanding

CANON FINANCIAL SERVICES, INC	15401221	11/10/2015	#8200005146 POLICE DEPT	001-201-635-369		11/10/2015	402.00
WAL MART-GENERAL CITY	02133	11/10/2015	UNIFORMS	001-201-535-233		11/10/2015	19.92
WAL MART-GENERAL CITY	05612	11/10/2015	UNIFORMS	001-201-535-233		11/10/2015	50.44

Expense Approval Report

Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
UNISTAR-SPARCO	1229733	11/10/2015	TONER	001-201-556-251		11/10/2015	972.00
COMPUTERS, INC	07182	11/10/2015	UNIFORM	001-201-535-233		11/10/2015	5.96
WAL MART-GENERAL CITY	69794	11/10/2015	AUTO REPAIRS	001-201-630-360		11/10/2015	237.26
STARKVILLE FORD-LINCOLN							
MERCURY, IN	42721945	11/10/2015	FUEL	001-201-525-231		11/10/2015	94.01
WRIGHT EXPRESS FSC	1104822	11/10/2015	#5-30 REPAIR FLAT	001-201-630-360		11/10/2015	15.00
R&M TIRES	01336	11/10/2015	FILE FOLDERS /MOUSE PAD	001-201-556-251		11/10/2015	24.95
SULLIVAN'S OFFICE SUPPLY, INC.							
RACKLEY OIL INC.	000419419	11/10/2015	GAS	001-201-525-231		11/10/2015	1,613.01
INTERSTATE BATTERY OF	71345	11/10/2015	BATTERY M-10921	001-201-630-360		11/10/2015	131.90
CNTRL MS							
DANNY MCCUSKEY TOWIN	11590	11/10/2015	TOW TO IMPOUND	001-201-600-300		11/10/2015	105.00
TRI-STAR MUFFLER &	130959	11/10/2015	#51 ALTERNATOR	001-201-630-360		11/10/2015	203.73
BRAKES							
MID-SOUTH UNIFORM & SUPPLY	538084	11/10/2015	UNIFORMS	001-201-535-233		11/10/2015	2,897.77
PITTS SIGN COMPANY	INV0015859	11/10/2015	LETTERING	001-201-600-300		11/10/2015	1,335.00
WILLIAM DUHR	INV0015856	11/10/2015	UNIFORM	001-201-535-233		11/10/2015	336.71
CERIDIAN BENEFIT SERVICES	332938350	11/12/2015	INSURANCE	001-201-620-370		11/12/2015	49.88
SULLIVAN'S OFFICE SUPPLY, INC.	01589	11/10/2015	OFFICE SUPPLIES	001-201-556-251		11/10/2015	18.12
SULLIVAN'S OFFICE SUPPLY, INC.	01623	11/10/2015	FILE FOLDERS	001-201-556-251		11/10/2015	7.99
BOB'S MOBILE RADIO	315696	11/10/2015	RADIO MAINT	001-201-630-360		11/10/2015	695.00
G & K SERVICES	93652232	11/10/2015	UNIFORM	001-201-535-233		11/10/2015	280.62
G & K SERVICES	93654254	11/10/2015	UNIFORM	001-201-535-233		11/10/2015	99.26
G & K SERVICES	93655248	11/10/2015	UNIFORM	001-201-535-233		11/10/2015	86.36
Paid							
BANKFIRST-VISA PAYMENT	INV0015866	11/11/2015	VOICE SHOT	001-201-600-300		11/11/2015	35.00
Department 201 - POLICE DEPARTMENT Total:							35.00
Department 201 - POLICE DEPARTMENT Total:							9,716.89
Department 215 - CUSTODY OF PRISONERS							
Outstanding							
OKTIBBEHA COUNTY	INV0015857	11/10/2015	OCT 2015 FEEDING INMATES	001-215-541-237		11/10/2015	12,300.00
SHERIFF'S OFFICE							
Outstanding Total:							12,300.00
Department 215 - CUSTODY OF PRISONERS Total:							12,300.00

Expense Approval Report

Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 230 - POLICE TRAINING							
Outstanding							
PUBLIC AGENCY TRAINING COUNCIL	198192	11/10/2015	INVESTIGATION	001-230-690-552		11/10/2015	295.00
							<u>Outstanding Total:</u>
							295.00
Department: 240 - POLICE-COMMUNICATION SERV							
Outstanding							
BOB'S MOBILE RADIO	INV0015851	11/10/2015	NOV2015 CONTRIBUTION	001-240-630-404		11/10/2015	406.00
							<u>Outstanding Total:</u>
							406.00
Department: 250 - NARCOTICS BUREAU							
Outstanding							
SYNERGETICS DIVERSIFIED COMP, INC	INV0002195	11/10/2015	RENT	001-250-635-368		11/10/2015	550.00
							<u>Outstanding Total:</u>
							550.00
Department: 261 - FIRE DEPARTMENT							
Outstanding							
QUILL CORPORATION	8916479	11/12/2015	H15042 OFFICE SUPPLIES	001-261-501-200		11/12/2015	189.44
G&W DIESEL SERVICES, INC	119351	11/12/2015	H15072 FF HOODS	001-261-918-805		11/12/2015	238.53
MES (MUNICIPAL EMERGENCY SERVICES, INC.)	00681716_SNV	11/12/2015	HUNST BLUE HYD FLUID	001-261-630-360		11/12/2015	375.00
MS FIRE INVESTIGATORS ASSOCIATION	10.27.15	11/12/2015	SEMINAR - McCURDY / MCMULLEN-H14976	001-261-554-240		11/12/2015	270.00
NATIONAL SCRUBWEAR/MPRINTS LANDS' END BUSINESS OUTFITTERS	15601	11/12/2015	H14963 UNIFORM	001-261-535-233		11/12/2015	262.50
GALL'S INC	SIN3262989	11/12/2015	H15055 UNIFORM	001-261-535-233		11/12/2015	246.20
GALL'S INC	004303924	11/12/2015	H15063	001-261-535-233		11/12/2015	168.00
GALL'S INC	004305988	11/12/2015	H15051 UNIFORM	001-261-535-233		11/12/2015	143.98
RACKLEY OIL INC.	000419417	11/12/2015	GAS /FUEL	001-261-525-231		11/12/2015	326.30
LOWE'S	07171	11/12/2015	H15068 TRUNK	001-261-555-250		11/12/2015	56.98
LOWE'S	07193	11/12/2015	H15068 TOOLS	001-261-555-250		11/12/2015	169.65
WAL MART-GENERAL CITY	09105	11/12/2015	H15073 MEDICAL SUPPLIES	001-261-555-250		11/12/2015	241.61
LIFEGUARD MEDICAL SOLUTIONS	71521	11/12/2015	H15062 BATTERY	001-261-918-805		11/12/2015	210.00
SECURITY SOLUTIONS	79534	11/12/2015	H15086 KEY FIRE STAWS	001-261-555-250		11/12/2015	20.00
OKTIBBEHA COUNTY COOPERATIVE	969245	11/12/2015	H15071 PINE STRAW	001-261-555-250		11/12/2015	6.50
GALL'S INC	004319444	11/12/2015	H15078 UNIFORM	001-261-535-233		11/12/2015	1,176.00

Department 240 - POLICE-COMMUNICATION SERV Total:

406.00

Department 250 - NARCOTICS BUREAU Total:

550.00

Expense Approval Report

Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
COLUMBUS RUBBER & GASKET CO., INC.	509369-001	11/12/2015	H15079 HYD HOSE ASSY	001-261-630-360		11/12/2015	123.82
H&O TRUCKS & TRAILER	53855	11/12/2015	H15080 #E4 REPAIRS	001-261-630-360		11/12/2015	5,578.82
REPAIR L.L.C.							
LANDS' END BUSINESS OUTFITTERS	SIN3270839	11/12/2015	H14722 UNIFORM	001-261-535-233		11/12/2015	146.91
H&O TRUCKS & TRAILER	53731	11/12/2015	H15081 #E4 REPAIRS	001-261-630-360		11/12/2015	2,647.90
REPAIR L.L.C.							
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-261-620-370		11/12/2015	47.30
STARKVILLE AUTO PARTS	5151-85899	11/12/2015	H15083 VOTAGE REGULATO	001-261-630-360		11/12/2015	481.00
WAL MART-GENERAL CITY	00174	11/12/2015	H15085 WASTERBAGS	001-261-555-250		11/12/2015	36.76
WAL MART-GENERAL CITY	03666	11/12/2015	H15006 LINERS	001-261-555-250		11/12/2015	91.56
STARKVILLE AUTO PARTS	5151-85972	11/12/2015	H15087 OIL & FILTER	001-261-630-360		11/12/2015	33.09
Outstanding Total:							13,287.85
Department 261 - FIRE TRAINING Total:							13,287.85
Department 263 - FIRE TRAINING							
Paid							
MARK MCCURDY	INV0015862	11/11/2015	HOTEL REIMBURSEMENT	001-263-600-390		11/11/2015	207.00
Paid Total:							207.00
Department 263 - FIRE TRAINING Total:							207.00
Department 264 - FIRE COMMUNICATIONS							
Outstanding							
BOB'S MOBILE RADIO	INV0015851	11/10/2015	NOV2015 CONTRIBUTION	001-264-630-404		11/10/2015	310.00
Outstanding Total:							310.00
Department 264 - FIRE COMMUNICATIONS Total:							310.00
Department 267 - FIRE STATIONS AND BUILDINGS							
Outstanding							
ATMOS ENERGY	INV0015850	11/10/2015	3018177204 FIRE#4	001-267-625-380		11/10/2015	48.27
Outstanding Total:							48.27
Department 267 - FIRE STATIONS AND BUILDINGS Total:							48.27
Department 281 - BUILDING/CODES OFFICE							
Outstanding							
TRUSTMARK NATIONAL BAN	3	11/10/2015	F25072 TACOMAS	001-281-830-874		11/10/2015	378.23
TRUSTMARK NATIONAL BAN	3	11/10/2015	12/18/2015 PAYMENT				
			F25072 TACOMAS	001-281-830-873		11/10/2015	73.14
TRUSTMARK NATIONAL BAN	5	11/10/2015	12/18/2015 PAYMENT				
			12/27/15 payment PRIUS /2	001-281-830-874		11/10/2015	367.72
			TACOMA TRKS				
TRUSTMARK NATIONAL BAN	5	11/10/2015	12/27/15 payment PRIUS /2	001-281-830-873		11/10/2015	69.22
			TACOMA TRKS				

Expense Approval Report

Post Dates: 11/9/2015 - 11/12/2015

Vendor Name Payable Number Post Date

CERIDIAN BENEFIT SERVICES 332936350 11/12/2015

Project Account Key Post Date

Amount

Outstanding Total: 6.02

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding
STARVILLE ELECTRIC INV0015928 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

Outstanding Total: 18.78

Department: 301 - STREET DEPARTMENT

Outstanding
POWERSTROKE EQUIPMENT 1316 11/09/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

SALES & SVC STARKVILLE FORD-LINCOLN 140242 11/09/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

MERCURY, IN POWERSTROKE EQUIPMENT 1321 11/09/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

SALES & SVC BELL BUILDING SUPPLY, INC. 133949 11/09/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

GATEWAY TIRE & SERVICE CENTER 1102958985 11/09/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

STARVILLE AUTO PARTS 5151-85805 11/09/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

H & R AGRI-POWER SQ00822 11/09/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

BANCORPSOUTH 24. 11/10/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

BANCORPSOUTH EQUIPMENT FINANCE 24. 11/10/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

EQUIPMENT FINANCE TRUSTMARK NATIONAL BAN 3 11/10/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

TRUSTMARK NATIONAL BAN 3 11/10/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

REGIONS FINANCIAL CORPORATION 739188 11/10/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

REGIONS FINANCIAL 739188 11/10/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

CERIDIAN BENEFIT SERVICES 332936350 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

CINTAS 215847865 11/10/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

H & R AGRI-POWER SQ00827 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

POWERSTROKE EQUIPMENT 1331 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

SALES & SVC BELL BUILDING SUPPLY, INC. 134629 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

STARVILLE AUTO PARTS 5151-85918 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

STARVILLE AUTO PARTS 5151-85922 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

H&H STARVILLE SV-T-1002113 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

BELL BUILDING SUPPLY, INC. 134700 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

BELL BUILDING SUPPLY, INC. 134769 11/12/2015

DESCRIPTION (Item) Account Number

Project Account Key Post Date

Amount

11/12/2015 5:44 08 PM

Expense Approval Report

Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
BELL BUILDING SUPPLY, INC.	134771	11/12/2015	A1039 NAIL/HAND /PINE	001-301-555-250		11/12/2015	27.11
BELL BUILDING SUPPLY, INC.	134788	11/12/2015	A1039 PINE	001-301-555-250		11/12/2015	5.06
STARKVILLE AUTO PARTS	5151-86008	11/12/2015	A1041 PLIERS	001-301-555-250		11/12/2015	61.85
BELL BUILDING SUPPLY, INC.	135017	11/12/2015	A1044 TOOLS	001-301-555-250		11/12/2015	24.07
STARKVILLE AUTO PARTS	5151-86032	11/12/2015	A1043 AIR FILTER	001-301-555-250		11/12/2015	241.98
BASICS, INC. A Trade America Company	20008	11/09/2015	A0880 HANGING FILE FOLDERS	001-301-555-250		11/09/2015	21.70
Outstanding Total:							13,821.93
Department 302 - STREET LIGHTING							
Outstanding							
STARKVILLE ELECTRIC	INV0015928	11/12/2015	SED BILLS	001-302-625-380		11/12/2015	20.48
Outstanding Total:							20.48
Department 302 - STREET LIGHTING Total:							20.48
Department 360 - ANIMAL CONTROL							
Outstanding							
RACKLEY OIL INC.	000419419	11/10/2015	GAS	001-360-525-231		11/10/2015	38.85
BOB'S MOBILE RADIO	INV0015851	11/10/2015	NOV2015 CONTRIBUTION	001-360-630-404		11/10/2015	9.00
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	001-360-620-370		11/12/2015	1.72
Outstanding Total:							49.57
Department 360 - ANIMAL CONTROL Total:							49.57
Department 550 - PARKS AND REC DEPARTMENT							
Outstanding							
RACKLEY OIL INC.	000113039	11/12/2015	FUEL /GAS	001-550-600-300		11/12/2015	226.03
RACKLEY OIL INC.	000113063	11/12/2015	FUEL /GAS	001-550-600-300		11/12/2015	55.17
RACKLEY OIL INC.	000113053	11/12/2015	FUEL /GAS	001-550-600-300		11/12/2015	195.70
STARKVILLE ELECTRIC	INV0015928	11/12/2015	SED BILLS	001-550-600-340		11/12/2015	10,568.28
Outstanding Total:							11,045.18
Paid							
PARK & RECREATION	INV0015861	11/11/2015	PAYROLL - NOV. 13, 2015	001-550-420-105		11/11/2015	35,000.00
Paid Total:							35,000.00
Department 550 - PARKS AND REC DEPARTMENT Total:							46,045.18
Department 600 - CAPITAL PROJECTS							
Outstanding							
MSU PLANNING, DESIGN & CONSTRUCTION	1948POCARS02	11/09/2015	RUSSELL STREET PROJECT	001-600-912-856		11/09/2015	15,361.59
CAPITOL HARDWARE	0092874-IN	11/09/2015	NEW HOLDING CELL LOCKS	001-600-901-812		11/09/2015	927.00
COMPANY, INC							
SOUTHERN CHALK STUDIO	1	11/12/2015	REFINISH /PAINT CHAIRS	001-600-901-812		11/12/2015	428.00
INDUSTRIAL FABRICATORS, INC.	IND167128	11/12/2015	INCREASE RAIL HEIGHT MUN COURT	001-600-901-812		11/12/2015	4,460.00

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Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
WILLIAMS TRANSFER & STORAGE, INC.	W/150-415-5	11/12/2015	RELOCATION OF CITY HALL	001-600-901-812		11/12/2015	7,970.00
Outstanding Total:							29,146.59
Paid							
BANKFIRST-VISA PAYMENT	INV0015864	11/11/2015	OFFICE DEPOT	001-600-901-812		11/11/2015	751.93
LESA HARDIN	3	11/11/2015	NEW MUN BLDG FURNITURE - WADE WILLIAMS	001-600-901-812		11/11/2015	575.00
Paid Total:							1,326.93
Department 600 - CAPITAL PROJECTS Total:							30,473.52
Department: 800 - DEBT SERVICE							
Outstanding							
FIRST NATIONAL BANK OF CLARKSDALE	12/1/15	11/10/2015	CITY HALL 6.75M CERT OF PARTICIPATION (12/1/15)	001-800-830-840		11/10/2015	116,262.50
MS DEVELOPMENT AUTHORITY	172	11/10/2015	GMS 327 SERVICE ZONE CAP	001-800-820-829		11/10/2015	3,956.73
MS DEVELOPMENT AUTHORITY	172	11/10/2015	GMS 327 SERVICE ZONE CAP	001-800-830-827		11/10/2015	171.14
MS DEVELOPMENT AUTHORITY	177	11/10/2015	GMS 326 SERVICE ZONE CAP	001-800-820-829		11/10/2015	4,050.92
MS DEVELOPMENT AUTHORITY	177	11/10/2015	GMS 326 SERVICE ZONE CAP	001-800-830-827		11/10/2015	76.95
Outstanding Total:							124,518.24
Department 800 - DEBT SERVICE Total:							124,518.24
Fund 001 - GENERAL FUND Total:							329,214.37
Fund: 002 - RESTRICTED POLICE FUND							
Department: 251 - DRUG EDUCATION FUND							
Outstanding							
MAXXSOUTH BROADBAND	INV0015855	11/10/2015	ACCR#8282 41 101 0403856 POLICE DEPT	002-251-600-300		11/10/2015	148.08
Outstanding Total:							148.08
Department 251 - DRUG EDUCATION FUND Total:							148.08
Fund 002 - RESTRICTED POLICE FUND Total:							148.08
Fund: 003 - RESTRICTED FIRE FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
NAFECCO	798711	11/12/2015	H14955 FF GEAR /UNIFORM	003-000-254-091		11/12/2015	7,639.80
Outstanding Total:							7,639.80
Department 000 - UNDESIGNATED Total:							7,639.80
Fund 003 - RESTRICTED FIRE FUND Total:							7,639.80

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Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 015 - AIRPORT FUND							
Department: 505 - AIRPORT							
Outstanding							
MAGNOLIA BOTTLED WATER CO	14900	11/09/2015	WATER	015-505-501-200		11/09/2015	26.50
Outstanding Total:							26.50
Department 505 - AIRPORT Total:							26.50
Fund 015 - AIRPORT FUND Total:							26.50
Fund: 022 - SANITATION							
Department: 322 - SANITATION DEPARTMENT							
Outstanding							
GOLDEN TRIANGLE WASTE SVCS.	18178	11/10/2015	MCDONALD'S	022-322-600-379		11/10/2015	1,115.00
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	022-322-620-370		11/12/2015	18.06
CINTAS	215847869	11/10/2015	SANITATION	022-322-535-233		11/10/2015	199.24
GOLDEN TRIANGLE REG	INV0015929	11/12/2015	SOLID WASTE TICKETS	022-322-600-379		11/12/2015	34,647.14
SOLID WASTE MGMT. AUTH			SEPT2015				
Outstanding Total:							35,979.44
Department 322 - SANITATION DEPARTMENT Total:							35,979.44
Department: 325 - RUBBISH							
Outstanding							
REGIONS FINANCIAL CORPORATION	12/2/15	11/10/2015	#001-0007521-003 GRAPPLE TRK KNUCKLEBOON 12/2/15	022-325-820-874		11/10/2015	2,699.22
REGIONS FINANCIAL CORPORATION	12/2/15	11/10/2015	#001-0007521-003 GRAPPLE TRK KNUCKLEBOON 12/2/15	022-325-830-873		11/10/2015	37.12
BANCORPSOUTH EQUIPMENT FINANCE	42.	11/10/2015	#002.0070314.007 CHASSISS w/NEW WAY 34YD 12/25/15	022-325-820-874		11/10/2015	3,392.20
BANCORPSOUTH EQUIPMENT FINANCE	42.	11/10/2015	#002.0070314.007 CHASSISS w/NEW WAY 34YD 12/25/15	022-325-830-873		11/10/2015	44.58
Outstanding Total:							6,173.12
Department 325 - RUBBISH Total:							6,173.12
Department: 341 - LANDSCAPING							
Outstanding							
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	022-341-620-370		11/12/2015	5.16
CINTAS	215847869	11/10/2015	SANITATION	022-341-535-233		11/10/2015	53.66
Outstanding Total:							58.82
Department 341 - LANDSCAPING Total:							58.82
Fund 022 - SANITATION Total:							42,211.38

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Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 023 - LANDFILL ACCOUNT							
Department: 323 - SANITARY LANDFILL							
Outstanding							
BANCORPSOUTH EQUIPMENT FINANCE	36..	11/10/2015	#002-0070314- 008.LANDFILL.EXCAVATOR.1 2/18/15FINAL	023-323-820-874		11/10/2015	1,386.37
BANCORPSOUTH EQUIPMENT FINANCE	36..	11/10/2015	#002-0070314-008 LANDFILL EXCAVATOR 12/18/15	023-323-830-873		11/10/2015	2.83
CERIDIAN BENEFIT SERVICES CINTAS	332936350 215847868	11/12/2015 11/10/2015	INSURANCE LANDFILL	023-323-620-370 023-323-535-233		11/12/2015 11/10/2015	0.86 47.08
Outstanding Total:							1,437.14
Department 323 - SANITARY LANDFILL Total:							1,437.14
Fund 023 - LANDFILL ACCOUNT Total:							1,437.14
Fund: 107 - COMPUTER ASSESSMENTS							
Department: 112 - COMPUTER ASSESSMENTS							
Outstanding							
TYLER TECHNOLOGIES	025-138626	11/12/2015	COURT MAINT NOV2015	107-112-600-303		11/12/2015	175.00
Outstanding Total:							175.00
Department 112 - COMPUTER ASSESSMENTS Total:							175.00
Fund 107 - COMPUTER ASSESSMENTS Total:							175.00
Fund: 311 - PARKING MILL PROJECT							
Department: 656 - PARKING MILL PROJECT							
Outstanding							
BRISLIN, INC	5	11/12/2015	THE MILL AT MSU UTILITIES	311-656-922-975		11/12/2015	79,482.00
Outstanding Total:							79,482.00
Department 656 - PARKING MILL PROJECT Total:							79,482.00
Fund 311 - PARKING MILL PROJECT Total:							79,482.00
Fund: 375 - PARK AND REC TOURISM							
Department: 551 - PARK & REC TOURISM							
Outstanding							
BELL BUILDING SUPPLY, INC.	135517	11/12/2015	SPLASH PAD	375-551-907-942		11/12/2015	9.17
NEW HOME BUILDING STORES	232761	11/12/2015	SLASH PAD	375-551-907-942		11/12/2015	191.73
NEW HOME BUILDING STORES	232669	11/12/2015	SPLASH PAD	375-551-907-942		11/12/2015	84.78
NEW HOME BUILDING STORES	232674	11/12/2015	SPLASH PAD	375-551-907-942		11/12/2015	19.99
Outstanding Total:							305.67
Department 551 - PARK & REC TOURISM Total:							305.67
Fund 375 - PARK AND REC TOURISM Total:							305.67

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Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 400 - WATER & SEWER DEPARTMENTS							
Department: 000 - UNDESIGNATED							
Outstanding							
DIXIE WHOLESale	453200	11/12/2015	D0904 INVENTORY PIPE MATERIALS	400-000-070-250		11/12/2015	4,780.27
WATERWORKS			D0916 HOSE ASSY	400-000-070-250		11/12/2015	133.78
COLUMBUS RUBBER & GASKET CO., INC.	507345-001	11/12/2015					
DIXIE WHOLESale	453837	11/12/2015	D0952 INVENTORY PIPE MATERIALS	400-000-070-250		11/12/2015	502.96
WATERWORKS			D0954 METER BOX	400-000-070-250		11/12/2015	1,087.80
SOUTHERN PIPE AND SUPPLY CO., INC.	9117937-00	11/12/2015					
DIXIE WHOLESale	454420	11/12/2015	D0981 VALVE BOX RISER	400-000-070-250		11/12/2015	264.72
WATERWORKS			D0924 INVENTORY PIPE MATERIALS	400-000-070-250		11/12/2015	2,130.58
DIXIE WHOLESale	453345	11/12/2015	D0915 INVENTORY PIPE MATERIALS	400-000-070-250		11/12/2015	4,679.18
WATERWORKS	453347	11/12/2015	D0460 AMI PROJECT	400-000-070-250		11/12/2015	94,464.00
WATERWORKS	9000063689	11/12/2015	D0460 AMI PROJECT	400-000-070-250		11/12/2015	1,797.12
ELSTER SOLUTIONS	9000063690	11/12/2015	D0902 INVENTORY PIPE MATERIALS	400-000-070-250		11/12/2015	3,748.60
DIXIE WHOLESale	452877	11/12/2015	D0905 INVENTORY PIPE MATERIALS	400-000-070-250		11/12/2015	2,332.54
WATERWORKS			D0903 INVENTORY PIPE MATERIALS	400-000-070-250		11/12/2015	4,865.41
DIXIE WHOLESale	452990	11/12/2015					
WATERWORKS							
DIXIE WHOLESale	453083	11/12/2015					
WATERWORKS							
Outstanding Total: 120,786.96							
Department 000 - UNDESIGNATED Total: 120,786.96							
Department: 721 - NEW CONSTRUCTION REHAB							
Outstanding							
STARKVILLE AUTO PARTS	5151-85785	11/12/2015	F6696 AUTO TOOLS	400-721-630-360		11/12/2015	141.61
CERIDIAN BENEFIT SERVICES	332936330	11/12/2015	INSURANCE	400-721-620-370		11/12/2015	1.72
FASTENAL COMPANY	MSSTA60763	11/12/2015	F6699 SLING	400-721-555-250		11/12/2015	156.09
CINTAS	215847861	11/10/2015	REHAB	400-721-535-233		11/10/2015	23.23
COBURN SUPPLY COMPANY	648436960	11/12/2015	F6694 GLOVE	400-721-555-250		11/12/2015	144.00
THE WELDING WORKS LLC	1761	11/12/2015	F6706 WOOD FENCE	400-721-630-566		11/12/2015	1,500.00
SOUTHERN PIPE AND SUPPLY CO., INC.	9166640-00	11/12/2015	F6701 PVC PIPE	400-721-630-566		11/12/2015	182.40
OXTIBBEHA COUNTY COOPERATIVE	972616	11/12/2015	F6702 FLASHLIGHT	400-721-555-250		11/12/2015	299.70
OXTIBBEHA COUNTY COOPERATIVE	973814	11/12/2015	F6705 UNIFORMS	400-721-535-233		11/12/2015	746.26
Outstanding Total: 3,195.01							
Department 721 - NEW CONSTRUCTION REHAB Total: 3,195.01							

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Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 723 - WATER DEPARTMENT							
Outstanding							
FABRICATORS SUPPLY	175161	11/12/2015	D0858 GRATING FLAT	400-723-630-400		11/12/2015	725.00
UNITED RENTALS (NORTH AMERICA), INC.	132258183-001	11/12/2015	D0932 TIMER	400-723-630-360		11/12/2015	145.53
UNITED RENTALS (NORTH AMERICA), INC.	132297233-001	11/12/2015	D0932 SOLENOID	400-723-630-360		11/12/2015	333.02
THE WELDING WORKS LLC	1751	11/12/2015	LUMAS DRIVE EXPEDITED	400-723-630-400		11/12/2015	650.00
SULLIVAN'S OFFICE SUPPLY, INC.	01018	11/12/2015	D0966 OFFICE SUPPLIES	400-723-555-250		11/12/2015	63.45
BASICS, INC. A Trade America Company	20180	11/12/2015	D0958 JANITORIAL ITEMS	400-723-585-277		11/12/2015	172.97
ORMAN'S WELDING & FAB, INC.	25650	11/12/2015	D0991 REWORK HOT TAP	400-723-630-400		11/12/2015	225.00
ORMAN'S WELDING & FAB, INC.	25651	11/12/2015	D0991 FAB DEEP WELL SOCKETS	400-723-630-400		11/12/2015	408.40
UNITED RENTALS (NORTH AMERICA), INC.	132737889-001	11/12/2015	D0932 TOOLS	400-723-630-360		11/12/2015	358.46
FASTENAL COMPANY	MSSTA60715	11/12/2015	D984 VEST /VENDING TOOLS	400-723-555-250		11/12/2015	578.86
NEXAIR, LLC	03839982	11/10/2015	CYL MAINT #03249	400-723-555-250		11/10/2015	81.79
NEXAIR, LLC	03855698	11/10/2015	CYL MAINT #96471	400-723-555-250		11/10/2015	273.50
UNITED RENTALS (NORTH AMERICA), INC.	132184990-001	11/12/2015	D0921 RUBBER TRACK /RT	400-723-630-360		11/12/2015	746.62
POWERSTROKE EQUIPMENT SALES & SVC	1326	11/12/2015	D0986 REPAIR WATER PUMP	400-723-630-400		11/12/2015	54.99
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	400-723-620-370		11/12/2015	1.72
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	400-723-620-370		11/12/2015	16.34
THE WELDING WORKS LLC	1750	11/12/2015	COOLER RACK/ #65TRK /COVER MAN HOLE	400-723-630-400		11/12/2015	325.00
CINTAS	215847866	11/10/2015	AUTO	400-723-535-233		11/10/2015	35.00
CINTAS	215847867	11/10/2015	WATER	400-723-535-233		11/10/2015	128.48
BUGS B GONE	242026	11/12/2015	PEST CONTROL	400-723-691-550		11/12/2015	90.00
COBURN SUPPLY COMPANY	648436866	11/12/2015	D0978 WATER STOP MATERIALS	400-723-585-277		11/12/2015	1,040.00
BELL BUILDING SUPPLY, INC.	134711	11/12/2015	D0990 PLYWOOD	400-723-555-250		11/12/2015	61.19
BELL BUILDING SUPPLY, INC.	134727	11/12/2015	D0990 TOOLS	400-723-555-250		11/12/2015	123.93
BASICS, INC. A Trade America Company	20232	11/12/2015	D0983 SEWER DEGREASER	400-723-585-277		11/12/2015	1,635.75
GATEWAY TIRE & SERVICE CENTER	1102968668	11/12/2015	D0992 REPAIR REAR RIGHT FLAT	400-723-630-360		11/12/2015	39.95
UNITED RENTALS (NORTH AMERICA), INC.	132987906-001	11/12/2015	D1000 PUMP	400-723-630-400		11/12/2015	449.00
THE WELDING WORKS LLC	1693	11/12/2015	D0987 MOUNTED HOSE REEL ON AIR COMPRESSOR	400-723-630-400		11/12/2015	200.00
ZEP SALES AND SERVICE	9001832640	11/12/2015	D0844 CLEANER TOWELS NONTAXED	400-723-585-277		11/12/2015	78.38

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MMC MATERIALS, INC.	397640	11/12/2015	D0906 3000PSI 25% ASH /SMALL LOAD	400-723-587-279		11/12/2015	314.00
FASTENAL COMPANY	MSSTA60057	11/12/2015	D0923 VENDING TOOLS	400-723-555-250		11/12/2015	1,198.66
Outstanding Total:							10,554.99

Paid

BANKFIRST-VISA PAYMENT	INV0015865	11/11/2015	BOINGO WIRELESS	400-723-604-330		11/11/2015	9.95
Paid Total:							9.95

Department 723 - WATER DEPARTMENT Total: 10,564.94

Department 726 - WASTEWATER TREATMENT PLANT

Outstanding

ELECTRIC MOTOR SALES & SERVICE, INC.	0107491	11/12/2015	E6433 SEWAGE PUMP	400-726-630-428		11/12/2015	3,258.00
WAYPOINT ANALYTICAL, INC	1024825	11/12/2015	10/14/15 TESTING	400-726-600-314		11/12/2015	234.00
ELECTRIC MOTOR SALES & SERVICE, INC.	0107528	11/12/2015	E6408 SEWAGE PUMP	400-726-630-428		11/12/2015	3,800.00
RIVERSIDE MANUFACTURING COMPAN	5481527-001	11/12/2015	E6456 UNIFORMS	400-726-535-233		11/12/2015	150.06
DIXIE WHOLESale	453267	11/12/2015	E6461 PIPE INVENTORY	400-726-630-400		11/12/2015	795.84
WATERWORKS							
HYDRA SVC., INC	112024	11/12/2015	E6473 RENTAL PUMP	400-726-630-400		11/12/2015	1,411.50
WAYPOINT ANALYTICAL, INC	1024972	11/12/2015	10/27/15 TESTING	400-726-600-314		11/12/2015	234.00
DIXIE WHOLESale	454238	11/12/2015	E6486 PIPE INVENTORY	400-726-630-400		11/12/2015	1,076.41
WATERWORKS							
STARVUILE AUTO PARTS	5151-85724	11/12/2015	E6489 BELT DRESSING	400-726-630-360		11/12/2015	5.29
DIXIE WHOLESale	454352	11/12/2015	E6483 PIPE INVENTORY	400-726-630-400		11/12/2015	484.74
WATERWORKS							
WAYPOINT ANALYTICAL, INC	1024699	11/12/2015	10/06/15 TESTING	400-726-600-314		11/12/2015	234.00
MS DEPT OF ENVIRONMENTAL QUALITY	INV0015870	11/12/2015	OPERATOR CLASS III THOMAS WARE	400-726-690-555		11/12/2015	75.00
STARVUILE ELECTRIC	INV0015928	11/12/2015	SED BILLS	400-726-625-380		11/12/2015	69.10
WAYPOINT ANALYTICAL, INC	1025051	11/12/2015	11/2/15 TESTING	400-726-600-314		11/12/2015	234.00
CCRIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	400-726-620-370		11/12/2015	4.30
CINTAS	215847864	11/10/2015	WASTE WATER	400-726-535-233		11/10/2015	6.64
MESCO ELECTRICAL	52055287.001	11/12/2015	E6494 REEL BLACK	400-726-555-250		11/12/2015	2.18
DISTRIBUTORS							
STARVUILE AUTO PARTS	5151-85937	11/12/2015	E6495 AUTO TOOLS	400-726-555-250		11/12/2015	14.85
BASICS, INC. A Trade America Company	20234	11/12/2015	E6496 JANITORIAL ITEMS	400-726-555-250		11/12/2015	206.57
Outstanding Total:							12,296.48
Department 726 - WASTEWATER TREATMENT PLANT Total:							12,296.48

Expense Approval Report

Post Dates: 11/9/2015 - 11/12/2015

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 730 - BOND AND OTHER FUND DEBT							
Outstanding							
BANCORP SOUTH	12/1/15	11/10/2015	2.6 GO BONDS 12/1/15	400-730-890-896		11/10/2015	16,904.52
			PAYMENT				
MS DEVELOPMENT	INV0015853	11/10/2015	GMS 556 SERVICE ZONE CAP	400-730-924-898		11/10/2015	2,438.10
AUTHORITY							
MS DEVELOPMENT	INV0015854	11/10/2015	GMS 539 SERVICE ZONE CAP	400-730-924-898		11/10/2015	4,907.11
AUTHORITY			12/1/15				
Outstanding Total:							24,249.73
Department 730 - BOND AND OTHER FUND DEBT Total:							24,249.73
Department: 740 - DRINKING WATER TREATMENT							
Outstanding							
STARKVILLE GARBAGE	INV0015849	11/10/2015	GARBAGE #600137	400-740-691-550		11/10/2015	90.00
STARKVILLE ELECTRIC	INV0015928	11/12/2015	SED BILLS	400-740-625-380		11/12/2015	26,256.33
CERIDIAN BENEFIT SERVICES	332936350	11/12/2015	INSURANCE	400-740-620-370		11/12/2015	2.58
STARKVILLE GARBAGE	INV0015848	11/10/2015	GARBAGE #600137	400-740-691-550		11/10/2015	94.50
Outstanding Total:							26,443.41
Department 740 - DRINKING WATER TREATMENT Total:							26,443.41
Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS							
Paid							
ROBYN ZUBER	INV0015860	11/11/2015	SW SEWER EXPANSION	400-747-900-816		11/11/2015	484.00
			EASEMENT				
NATHANIEL POPE	INV0015863	11/11/2015	SW SEWER EXPANSION	400-747-900-816		11/11/2015	658.00
			EASEMENT				
Paid Total:							1,142.00
Department 747 - MDA CAP LOAN SEWER IMPROVEMENTS Total:							1,142.00
Fund 400 - WATER & SEWER DEPARTMENTS Total:							198,678.53
Grand Total:							659,318.47

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	329,214.37	40,302.49
002 - RESTRICTED POLICE FUND	148.08	0.00
003 - RESTRICTED FIRE FUND	7,639.80	0.00
015 - AIRPORT FUND	26.50	0.00
022 - SANITATION	42,211.38	0.00
023 - LANDFILL ACCOUNT	1,437.14	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
311 - PARKING MILL PROJECT	79,482.00	0.00
375 - PARK AND REC TOURISM	305.67	0.00
400 - WATER & SEWER DEPARTMENTS	198,678.53	1,151.95
Grand Total:	659,318.47	41,454.44

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-054-205	DUE FROM STARKVILLE	655.78	0.00
001-000-054-208	DUE FROM PARKS & REC	10.32	0.00
001-000-070-251	FUEL INVENTORY	15,324.82	0.00
001-000-160-618	PINK HILLS/FIRE DEPART	112.12	0.00
001-100-604-330	COMMUNICATIONS	540.00	0.00
001-100-610-350	TRAVEL	2,253.76	2,253.76
001-110-620-370	INSURANCE	6.02	0.00
001-120-503-202	COMMITTEE SUPPORT	138.00	138.00
001-120-610-350	TRAVEL	1,449.85	1,314.85
001-120-691-550	MISCELLANEOUS	2.58	0.00
001-123-620-370	INSURANCE	1.72	0.00
001-123-691-550	MISCELLANEOUS	41.00	0.00
001-145-501-200	SUPPLIES	76.75	0.00
001-145-610-350	TRAVEL	15.00	15.00
001-145-691-550	MISCELLANEOUS	11.18	0.00
001-169-600-302	CITY ATTORNEY GENERA	8,796.88	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	637.50	0.00
001-180-604-330	COMMUNICATIONS	11.95	11.95
001-180-691-550	MISCELLANEOUS	241.10	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	44,637.00	0.00
001-190-600-310	PLANNING COMMISSIO	150.00	0.00
001-192-535-233	UNIFORMS	51.04	0.00
001-192-630-403	REPAIRS TO BUILDING	650.00	0.00
001-197-820-874	PRINCIPAL	367.73	0.00
001-197-830-873	INTEREST	69.23	0.00
001-201-525-231	GAS & OIL	1,707.02	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-535-233	UNIFORMS	3,777.04	0.00
001-201-556-251	POLICE SUPPLIES	1,023.06	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,475.00	35.00
001-201-620-370	INSURANCE	49.88	0.00
001-201-630-360	SHOP REPAIRS & MAINT	1,282.89	0.00
001-201-635-369	COPPER RENTAL	402.00	0.00
001-215-541-237	OPERATING SUPPLIES	12,300.00	0.00
001-230-690-552	POLICE TRAINING & EDU	295.00	0.00
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-250-635-368	RENT	550.00	0.00
001-261-501-200	SUPPLIES	189.44	0.00
001-261-525-231	GAS & OIL	326.30	0.00
001-261-535-233	UNIFORMS	2,143.59	0.00
001-261-554-240	FIRE INVESTIGATION	270.00	0.00
001-261-555-250	SUPPLIES & SMALL TOO	623.06	0.00
001-261-620-370	INSURANCE	47.30	0.00
001-261-630-360	SHOP REPAIRS & MAINT	9,239.63	0.00
001-261-918-805	MACHINERY AND EQUIP	448.53	0.00
001-263-600-390	FIRE TRAINING	207.00	207.00
001-264-630-404	RADIO MAINTENANCE /	310.00	0.00
001-267-625-380	UTILITIES	48.27	0.00
001-281-620-370	INSURANCE	6.02	0.00
001-281-820-874	PRINCIPAL	745.95	0.00
001-281-830-873	INTEREST	142.36	0.00
001-290-625-380	UTILITIES	18.78	0.00
001-301-535-233	UNIFORMS	105.37	0.00
001-301-555-250	SUPPLIES & SMALL TOO	6,167.09	0.00
001-301-620-370	INSURANCE	11.18	0.00
001-301-630-360	SHOP REPAIRS & MAINT	179.52	0.00
001-301-820-874	PRINCIPAL	6,715.27	0.00
001-301-830-873	INTEREST	643.50	0.00
001-302-625-380	UTILITIES	20.48	0.00
001-360-525-231	GAS & OIL	38.85	0.00
001-360-620-370	INSURANCE	1.72	0.00
001-360-630-404	RADIO MAINTENANCE /	9.00	0.00
001-550-420-105	SALARY- MANAGEMENT	35,000.00	35,000.00
001-550-600-300	PROFESSIONAL SERVICE	476.90	0.00
001-550-600-340	UTILITIES	10,568.28	0.00
001-600-901-812	MUNICIPAL BUILDING F	15,111.93	1,326.93
001-600-912-856	RUSSELL STREET PROIEC	15,361.59	0.00
001-800-820-829	SERVICE ZONE PRINCIPA	8,007.65	0.00
001-800-830-827	SERVICE ZONE INTEREST	248.09	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-800-830-840	CITY HALL PROJECT INTE	116,262.50	0.00
002-251-600-300	PROFESSIONAL SERVICE	148.08	0.00
003-000-254-091	MS FIRE FUND	7,639.80	0.00
015-505-501-200	SUPPLIES	26.50	0.00
022-322-535-233	UNIFORMS	199.24	0.00
022-322-600-379	REGIONAL LANDFILL EXP	35,762.14	0.00
022-322-620-370	INSURANCE	18.06	0.00
022-325-820-874	PRINCIPAL	6,091.42	0.00
022-325-830-873	INTEREST	81.70	0.00
022-341-535-233	UNIFORMS	53.66	0.00
022-341-620-370	INSURANCE	5.16	0.00
023-323-535-233	UNIFORMS	47.08	0.00
023-323-620-370	INSURANCE	0.86	0.00
023-323-820-874	PRINCIPAL	1,386.37	0.00
023-323-830-873	INTEREST	2.83	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
311-656-922-975	CONTINGENCIES	79,482.00	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	305.67	0.00
400-000-070-250	INVENTORY	120,786.96	0.00
400-721-535-233	UNIFORMS	769.49	0.00
400-721-555-250	SUPPLIES & SMALL TOO	599.79	0.00
400-721-620-370	INSURANCE	1.72	0.00
400-721-630-360	SHOP REPAIRS & MAINT	141.61	0.00
400-721-630-566	CONSTRUCTION MATERI	1,682.40	0.00
400-723-535-233	UNIFORMS	163.48	0.00
400-723-555-250	SUPPLIES & SMALL TOO	2,381.38	0.00
400-723-585-277	OTHER REP & MAINT - S	2,927.10	0.00
400-723-587-279	STREET MAINTENANCE S	314.00	0.00
400-723-604-330	COMMUNICATIONS	9.95	9.95
400-723-620-370	INSURANCE	18.06	0.00
400-723-630-360	SHOP REPAIRS & MAINT	1,623.58	0.00
400-723-630-400	EQUIPMENT REPAIR &	3,037.39	0.00
400-723-691-550	MISCELLANEOUS	90.00	0.00
400-726-535-233	UNIFORMS	156.70	0.00
400-726-555-250	SUPPLIES & SMALL TOO	223.60	0.00
400-726-600-314	CONTRACT TESTING SER	936.00	0.00
400-726-620-370	INSURANCE	4.30	0.00
400-726-625-380	UTILITIES	69.10	0.00
400-726-630-360	SHOP REPAIRS & MAINT	5.29	0.00
400-726-630-400	EQUIPMENT REPAIR &	3,768.49	0.00
400-726-630-428	REMOTE PUMP STATIO	7,058.00	0.00
400-726-690-555	DUES	75.00	0.00

Account Summary			
Account Number	Account Name	Expense Amount	Payment Amount
400-730-890-896	DRINKING WATER LOAN	16,904.52	0.00
400-730-924-898	MDA CAP LOAN/FIRE M	7,345.21	0.00
400-740-620-370	INSURANCE	2.58	0.00
400-740-625-380	UTILITIES	26,256.33	0.00
400-740-691-550	MISCELLANEOUS	184.50	0.00
400-747-900-816	SW STK SEWER PROPER	1,142.00	1,142.00
Grand Total:		659,318.47	41,454.44

Project Account Summary			
Project Account Key		Expense Amount	Payment Amount
None		659,318.47	41,454.44
Grand Total:		659,318.47	41,454.44

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	EMI TYP	PAID AMOUNT	PAID DATE	VOID DATE	CHECK/ACH SEQ
VENDOR:	124	ATMOS ENERGY										
11/04/15	11/10/15	0	Utility Bill		11/18/15	34.08	.00	ACH				

VENDOR TOTAL: 34.08

VENDOR:	125	AT & T	
10/22/15	11/10/15	0	Phone Bill

VENDOR TOTAL:	11/18/15	639.07	.00	CHK
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VENDOR:	197	BARRACUDA NETWORKS, INC.	
1328406	11/10/15	0	Server Backup

VENDOR TOTAL:	11/18/15	100.00	.00	CHK
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VENDOR:	202	BELL BUILDING SUPPLY	
133178	11/10/15	6201	Tools for New Employees

VENDOR TOTAL:	11/18/15	140.25	.00	CHK
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VENDOR:	209	BLOSSMAN PROPANE GAS & APPL.	
129526	11/10/15	0	Propane

VENDOR TOTAL:	11/18/15	26.14	.00	CHK
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VENDOR:	232	BRADLEY BAGWELL	
OCTOBER 2015	11/10/15	0	Meter Reading

VENDOR TOTAL:	11/18/15	5169.19	.00	ACH
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VENDOR:	303	C SPIRE WIRELESS	
10/31/15	11/10/15	0	Phone Bill

VENDOR TOTAL:	11/18/15	690.23	.00	CHK
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VENDOR:	306	CITY OF STARKVILLE	
11/10/15	11/10/15	0	Tax & Administration

VENDOR TOTAL:	11/18/15	112916.67	.00	CHK
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMP	AP	INVOICE	TAX	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	DATE	DATE	ACH SEQ
VENDOR: 341 CDW GOVERNMENT, INC										
2K03426	11/11/15	5985	Printer Toner		11/18/15	2124.74	.00			ACH
2241878	11/11/15	6186	Laptop Dock		11/18/15	191.89	.00			ACH
VENDOR TOTAL:						2316.63				
VENDOR: 348 DELL MARKETING L.P.										
XJ796W145	11/11/15	6171	Dell Server Migration		11/18/15	18360.00	.00			CHK
VENDOR TOTAL:						18360.00				
VENDOR: 400 IVY AUTO PARTS										
513608	11/10/15	6206	Transformer Wrenches		11/18/15	189.00	.00			ACH
VENDOR TOTAL:						189.00				
VENDOR: 508 EQUIPMENT INCORPORATED										
135704229	11/10/15	6189	Forklift Service		11/18/15	139.57	.00			ACH
VENDOR TOTAL:						139.57				
VENDOR: 550 EVANS PLUMBING & A/C										
557443	11/11/15	0	Main Office A/C Repair		11/18/15	769.60	.00			CHK
VENDOR TOTAL:						769.60				
VENDOR: 552 EXPRESS SERVICES, INC										
16506127-6	11/10/15	0	Temp Office Employees		11/18/15	232.80	.00			CHK
VENDOR TOTAL:						232.80				
VENDOR: 555 ELSTER SOLUTIONS										
9000063604	11/11/15	0	RMI Project Support		11/18/15	35000.00	.00			ACH
9000063648	11/11/15	5451	RMI Meters		11/18/15	65769.60	.00			ACH
VENDOR TOTAL:						100769.60				
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
1102956935	11/10/15	6187	Flat Tire Repair		11/18/15	15.00	.00			CHK
VENDOR TOTAL:						15.00				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP INVT	AP DATE	INVOICE AMOUNT	TAX AMOUNT	EXT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:											
51666	11/10/15	6150	Material Order		11/18/15	7572.20		.00	ACH		
518072	11/10/15	6182 #4 BSD Wire			11/18/15	832.00		.00	ACH		
						8404.20					
VENDOR:											
701	11/11/15	6154	Chisel Tool		11/18/15	30.00		.00	CHK		
VENDOR:											
721	11/10/15	6202	Commercial Waste Disposal		11/18/15	64.53		.00	CHK		
VENDOR:											
809	11/10/15	5955	Transformer Order		11/18/15	17356.00		.00	ACH		
VENDOR:											
818	11/10/15	6194	55 Gallon Drum - Truck Wash		11/18/15	255.00		.00	CHK		
VENDOR:											
907	11/10/15	6195	Office Supplies		11/18/15	115.24		.00	CHK		
VENDOR:											
1014	11/11/15	0	Financial Rate Analysis		11/18/15	4799.19		.00	CHK		
VENDOR:											
1205	11/10/15	6204	Wire Connector		11/18/15	11.28		.00	CHK		
VENDOR:											
VENDOR TOTAL:						11.28					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP	AP	INVOICE	TAX	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	DATE	DATE	ACH SEQ
VENDOR:	1311	MS ELEC. MAINT. TESTING, INC								
228	11/10/15	6157	Primary Sub Wire Check		11/18/15	600.00	.00			CHK
VENDOR:	1319	MOUNTS PAPER & PACKAGING								
276171;276051	11/11/15	6172	AP Checks & Paper		11/18/15	566.87	.00			CHK
VENDOR:	1400	MESCO								
\$2053743.001;\$20	11/10/15	6185	Tools for New Employees		11/18/15	350.37	.00			ACH
\$2055419.001	11/10/15	6197	1" Steel Conduit		11/18/15	397.36	.00			ACH
VENDOR TOTAL:						747.73				
VENDOR:	1406	NORTHEAST EXTERMINATING								
11/4/15	11/10/15	6203	Monthly Pest Control		11/18/15	45.00	.00			ACH
VENDOR:	1408	NETWORK BILLING SYSTEMS, LLC								
153045479	11/10/15	0	Phone Bill		11/18/15	191.80	.00			ACH
VENDOR TOTAL:						191.80				
VENDOR:	1420	NORTH MISSISSIPPI								
OCTOBER 2015	11/10/15	0	Meter Reading		11/18/15	13366.40	.00			ACH
VENDOR:	1525	OKTIBBEHA CO. CO-OP								
573182;573914	11/11/15	6207	Uniform Purchase		11/18/15	382.78	.00			ACH
VENDOR:	1680	PURCHASE POWER								
11/10/15	11/10/15	0	Postage Meter Refill		11/18/15	550.98	.00			CHK
VENDOR TOTAL:						550.98				

INVOICE	DATE	PO NBR	DESCRIPTION	TEMP. INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH	SEQ
VENDOR:	2021	TCC FACILITIES MANAGEMENT										
1482	11/10/15	0	Janitorial Services		11/18/15	450.00	.00	ACH				
VENDOR TOTAL:						450.00						
VENDOR:	2116	UTILITECH										
1860	11/10/15	0	Product Development & Suppor		11/18/15	500.00	.00	CHK				
VENDOR TOTAL:						500.00						
VENDOR:	2118	BORDER STATES ELECTRIC										
910215161	11/10/15	6139	Stock Material		11/18/15	1481.00	.00	ACH				
VENDOR TOTAL:						1481.00						
VENDOR:	2210	VERIZON WIRELESS										
9754764490	11/10/15	0	AMI M2M Data Usage		11/18/15	485.21	.00	CHK				
9754798853	11/11/15	0	Phone Bill		11/18/15	1061.86	.00	CHK				
9754798854	11/10/15	0	Mobile Workforce		11/18/15	176.35	.00	CHK				
VENDOR TOTAL:						1723.42						
VENDOR:	2303	WATERMARK PRINTERS										
9302	11/11/15	6188	Business Cards		11/18/15	82.00	.00	ACH				
9320	11/11/15	6116	Door Hangers		11/18/15	620.00	.00	ACH				
VENDOR TOTAL:						702.00						
VENDOR:	2305	WASTE PRO										
98803	11/10/15	6165	Commercial Waste Disposal		11/18/15	327.47	.00	CHK				
VENDOR TOTAL:						327.47						
VENDOR:	2327	KAUKAWAY DISTRIBUTORS, INC.										
22942	11/10/15	0	Water		11/18/15	31.00	.00	ACH				
CLR1115-259	11/11/15	0	Water		11/18/15	20.00	.00	ACH				
VENDOR TOTAL:						51.00						

STARVILLE ELECTRIC DEPT
PRG. ACCTPAYMT

ACCOUNTS PAYABLE LISTING
FOR: 11/18/15 ACCOUNT 23200

UNPAID INVOICES

RUN DATE 11/11/15 PAGE 09:47 AM 2

INVOICE	DATE	PO NBR	DESCRIPTION	EMPL	AP	INVOICE	TAX	PAID	PAID/VOID	CHECK/
				INV	DATE	AMOUNT	AMOUNT	AMOUNT	DATE	ACH SEQ
VENDOR:	8909857	MITCHELL, MONITE, & SAMS								
304635	11/10/15	0	Professional Services		11/18/15	30.00	.00		CHK	

VENDOR TOTAL:

30.00

GRAND TOTAL:

1046915.71

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	124	ATMOS ENERGY									
11/04/15	11/10/15	0	Utility Bill		11/18/15	34.08	.00	ACH			
					VENDOR TOTAL:	34.08					
VENDOR:	125	AT & T									
10/22/15	11/10/15	0	Phone Bill		11/18/15	639.07	.00	CHK			
					VENDOR TOTAL:	639.07					
VENDOR:	197	BARRACUDA NETWORKS, INC.									
1329406	11/10/15	0	Server Backup		11/18/15	100.00	.00	CHK			
					VENDOR TOTAL:	100.00					
VENDOR:	202	BELL BUILDING SUPPLY									
133178	11/10/15	6201	Tools for New Employees		11/18/15	140.25	.00	CHK			
					VENDOR TOTAL:	140.25					
VENDOR:	209	BLOSSMAN PROPANE GAS & APPL.									
129526	11/10/15	0	Propane		11/18/15	26.14	.00	CHK			
					VENDOR TOTAL:	26.14					
VENDOR:	232	BRADLEY BAGWELL									
OCTOBER 2015	11/10/15	0	Meter Reading		11/18/15	5169.19	.00	ACH			
					VENDOR TOTAL:	5169.19					
VENDOR:	303	C SPIRE WIRELESS									
10/31/15	11/10/15	0	Phone Bill		11/18/15	690.23	.00	CHK			
					VENDOR TOTAL:	690.23					
VENDOR:	306	CITY OF STARKVILLE									
11/10/15	11/10/15	0	Tax & Administration		11/18/15	112916.67	.00	CHK			
					VENDOR TOTAL:	112916.67					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	341	CDW	GOVERNMENT, INC								
ZK03426	11/11/15	5985	Printer Toner		11/18/15	2124.74	.00	ACH			
ZZ41878	11/11/15	6186	Laptop Dock		11/18/15	191.89	.00	ACH			
			VENDOR TOTAL:			2316.63					
VENDOR:	348	DELL	MARKETING L.P.								
XJT98W145	11/11/15	6171	Dell Server Migration		11/18/15	18360.00	.00	CHK			
			VENDOR TOTAL:			18360.00					
VENDOR:	400	IVY	AUTO PARTS								
513608	11/10/15	6206	Transformer Wrenches		11/18/15	189.00	.00	ACH			
			VENDOR TOTAL:			189.00					
VENDOR:	508	EQUIPMENT	INCORPORATED								
135704229	11/10/15	6189	Forklift Service		11/18/15	139.57	.00	ACH			
			VENDOR TOTAL:			139.57					
VENDOR:	550	EVANS	PLUMBING & A/C								
557443	11/11/15	0	Main Office A/C Repair		11/18/15	769.60	.00	CHK			
			VENDOR TOTAL:			769.60					
VENDOR:	552	EXPRESS	SERVICES, INC								
16506127-6	11/10/15	0	Temp Office Employees		11/18/15	232.80	.00	CHK			
			VENDOR TOTAL:			232.80					
VENDOR:	555	ELSTER	SOLUTIONS								
9000063604	11/11/15	0	AMI Project Support		11/18/15	35000.00	.00	ACH			
9000063648;63456	11/11/15	5451	AMI Meters		11/18/15	65769.60	.00	ACH			
			VENDOR TOTAL:			100769.60					
VENDOR:	691	GATEWAY	TIRE&SERVICE CENTER								
I102956935	11/10/15	6187	Flat Tire Repair		11/18/15	15.00	.00	CHK			
			VENDOR TOTAL:			15.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	696	GARNER	LUMLEY ELECTRIC								
517666	11/10/15	6150	Material Order		11/18/15	7572.20	.00	ACH			
518072	11/10/15	6182	#4 BSD Wire		11/18/15	832.00	.00	ACH			
VENDOR TOTAL:						8404.20					
VENDOR:	701	GLENN	MACHINE WORKS, INC.								
73452X	11/11/15	6154	Chisel Tool		11/18/15	30.00	.00	CHK			
VENDOR TOTAL:						30.00					
VENDOR:	721	GOLDEN	TRIANGLE								
184315	11/10/15	6202	Commercial Waste Disposal		11/18/15	64.53	.00	CHK			
VENDOR TOTAL:						64.53					
VENDOR:	809	HOWARD	INDUSTRIES, INC.								
244024-513790;24	11/10/15	5955	Transformer Order		11/18/15	17356.00	.00	ACH			
VENDOR TOTAL:						17356.00					
VENDOR:	818	HANCOCK	EQUIP. & OIL CO.								
8968	11/10/15	6194	55 Gallon Drum - Truck Wash		11/18/15	255.00	.00	CHK			
VENDOR TOTAL:						255.00					
VENDOR:	907	INDOFF,	INC.								
2710719	11/10/15	6195	Office Supplies		11/18/15	115.24	.00	CHK			
VENDOR TOTAL:						115.24					
VENDOR:	1014	JACKSON	THORNTON								
49803	11/11/15	0	Financial Rate Analysis		11/18/15	4799.19	.00	CHK			
VENDOR TOTAL:						4799.19					
VENDOR:	1205	LOWE'S									
1435	11/10/15	6204	Wire Connector		11/18/15	11.28	.00	CHK			
VENDOR TOTAL:						11.28					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1311 MS ELEC. MAINT. TESTING, INC											
228	11/10/15	6157	Primary Sub Wire Check		11/18/15	600.00	.00	CHK			
VENDOR TOTAL:						600.00					
VENDOR: 1319 MONTS PAPER & PACKAGING											
276171;276051	11/11/15	6172	AP Checks & Paper		11/18/15	566.87	.00	CHK			
VENDOR TOTAL:						566.87					
VENDOR: 1400 NESCO											
S2053743.001;S20	11/10/15	6185	Tools for New Employees		11/18/15	350.37	.00	ACH			
S2055419.001	11/10/15	6197	1" Steel Conduit		11/18/15	397.36	.00	ACH			
VENDOR TOTAL:						747.73					
VENDOR: 1406 NORTHEAST EXTERMINATING											
11/4/15	11/10/15	6203	Monthly Pest Control		11/18/15	45.00	.00	ACH			
VENDOR TOTAL:						45.00					
VENDOR: 1408 NETWORK BILLING SYSTEMS, LLC											
153045479	11/10/15	0	Phone Bill		11/18/15	191.80	.00	ACH			
VENDOR TOTAL:						191.80					
VENDOR: 1420 NORTH MISSISSIPPI											
OCTOBER 2015	11/10/15	0	Meter Reading		11/18/15	13366.40	.00	ACH			
VENDOR TOTAL:						13366.40					
VENDOR: 1525 OKTIBBEHA CO. CO-OP											
973182;973914	11/11/15	6207	Uniform Purchase		11/18/15	382.78	.00	ACH			
VENDOR TOTAL:						382.78					
VENDOR: 1680 PURCHASE POWER											
11/10/15	11/10/15	0	Postage Meter Refill		11/18/15	550.98	.00	CHK			
VENDOR TOTAL:						550.98					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1818	UNITED RENTALS, INC.									
131791567-001	11/10/15	6208	Water Pump Repair		11/18/15	318.66	.00	ACH			
VENDOR TOTAL:						318.66					
VENDOR:	1882	AFFINITY RMC, INC.									
5493067-001;-002	11/11/15	6167	Uniform Purchase		11/18/15	916.85	.00	ACH			
VENDOR TOTAL:						916.85					
VENDOR:	1887	S & S LINE SERVICE									
1658-1661	11/10/15	0	Right of Way Clearing		11/18/15	10513.60	.00	ACH			
VENDOR TOTAL:						10513.60					
VENDOR:	1931	STARKVILLE SANITATION DEPT									
11/10/15	11/10/15	0	October 2015 Collections		11/18/15	221229.88	.00	CHK			
VENDOR TOTAL:						221229.88					
VENDOR:	1933	STARKVILLE WATER DEPT									
11/10/15	11/10/15	0	October 2015 Collections		11/18/15	500643.07	.00	CHK			
VENDOR TOTAL:						500643.07					
VENDOR:	1940	STUART C. IRBY									
S009104021.001	11/10/15	6007	100 Amp Loadbreak Cutouts		11/18/15	3166.75	.00	ACH			
S009242492.001	11/10/15	6170	High Voltage Glove Protector		11/18/15	59.25	.00	ACH			
VENDOR TOTAL:						3226.00					
VENDOR:	1945	SULLIVAN'S									
1366;1466;1487;1	11/10/15	6205	Office Supplies		11/18/15	356.18	.00	ACH			
VENDOR TOTAL:						356.18					
VENDOR:	1999	T & C SPECIALTY DISTRIBUTORS									
11783-IN	11/10/15	6145	750 URD Wire		11/18/15	14451.75	.00	CHK			
VENDOR TOTAL:						14451.75					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2021	TCC	FACILITIES MANAGEMENT								
1482	11/10/15	0	Janitorial Services		11/18/15	450.00	.00	ACH			
			VENDOR TOTAL:			450.00					
VENDOR:	2116	UTILITECH									
1860	11/10/15	0	Product Development & Suppor		11/18/15	500.00	.00	CHK			
			VENDOR TOTAL:			500.00					
VENDOR:	2118	BORDER STATES ELECTRIC									
910215161	11/10/15	6139	Stock Material		11/18/15	1481.00	.00	ACH			
			VENDOR TOTAL:			1481.00					
VENDOR:	2210	VERIZON WIRELESS									
9754764490	11/10/15	0	AMI M2M Data Usage		11/18/15	485.21	.00	CHK			
9754798853	11/11/15	0	Phone Bill		11/18/15	1061.86	.00	CHK			
9754798854	11/10/15	0	Mobile Workforce		11/18/15	176.35	.00	CHK			
			VENDOR TOTAL:			1723.42					
VENDOR:	2303	WATERMARK PRINTERS									
9302	11/11/15	6188	Business Cards		11/18/15	82.00	.00	ACH			
9320	11/11/15	6116	Door Hangers		11/18/15	620.00	.00	ACH			
			VENDOR TOTAL:			702.00					
VENDOR:	2305	WASTE PRO									
98903	11/10/15	6165	Commercial Waste Disposal		11/18/15	327.47	.00	CHK			
			VENDOR TOTAL:			327.47					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
22942	11/10/15	0	Water		11/18/15	31.00	.00	ACH			
CLR1115-259	11/11/15	0	Water		11/18/15	20.00	.00	ACH			
			VENDOR TOTAL:			51.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 9909857 MITCHELL, MCNUTT, & SAMS											
304635	11/10/15	0	Professional Services		11/18/15	30.00	.00	CHK			
VENDOR TOTAL:						30.00					
GRAND TOTAL:						1046915.71					



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 11-17-2015
PAGE: 1

SUBJECT: Request approval of the October 2015 financial statements of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: Martesa Bishop, Deputy Clerk – Staff Accountant

AUTHORIZATION HISTORY: N/A

SUGGESTED MOTION: Approval of the October 2015 financial statements of the City of Starkville, Ms.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	5,775,000.00	5,775,000.00	179,996.13	179,996.13	-5,595,003.87	3.12 %
220 - LICENSES AND PERMITS	236,700.00	236,700.00	14,527.00	14,527.00	-222,173.00	6.14 %
230 - INTERGOVERNMENTAL REVENUES	8,530,694.00	8,530,694.00	749,023.69	749,023.69	-7,781,670.31	8.78 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	250.00	250.00	0.00	0.00	-250.00	0.00 %
330 - FINES AND FORFEITS	1,377,500.00	1,377,500.00	79,615.24	79,615.24	-1,297,884.76	5.78 %
340 - MISCELLANEOUS	175,680.00	175,680.00	7,765.43	7,765.43	-167,914.57	4.42 %
360 - CHARGES FOR SERVICES	28,600.00	28,600.00	11,048.03	11,048.03	-17,551.97	38.63 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,227,700.00	4,227,700.00	113,078.95	113,078.95	-4,114,621.05	2.67 %
Department: 000 - UNDESIGNATED Total:	20,352,124.00	20,352,124.00	1,155,054.47	1,155,054.47	-19,197,069.53	5.68 %
Revenue Total:	20,352,124.00	20,352,124.00	1,155,054.47	1,155,054.47	-19,197,069.53	5.68 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	164,735.00	164,735.00	13,997.21	13,997.21	150,737.79	8.50 %
600 - CONTRACTUAL SERVICES	28,600.00	28,600.00	417.57	417.57	28,182.43	1.46 %
Department: 100 - BOARD OF ALDERMEN Total:	193,335.00	193,335.00	14,414.78	14,414.78	178,920.22	7.46 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	391,462.00	391,462.00	28,874.08	28,874.08	362,587.92	7.38 %
500 - SUPPLIES	12,164.00	12,164.00	1,316.03	1,316.03	10,847.97	10.82 %
600 - CONTRACTUAL SERVICES	23,000.00	23,000.00	948.38	948.38	22,051.62	4.12 %
900 - CAPITAL OUTLAY	5,300.00	5,300.00	0.00	0.00	5,300.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	431,926.00	431,926.00	31,138.49	31,138.49	400,787.51	7.21 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	800.00	800.00	68.97	68.97	731.03	8.62 %
Department: 111 - YOUTH COURT Total:	800.00	800.00	68.97	68.97	731.03	8.62 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	243,724.00	243,724.00	9,653.92	9,653.92	234,070.08	3.96 %
500 - SUPPLIES	7,000.00	7,000.00	137.08	137.08	6,862.92	1.96 %
600 - CONTRACTUAL SERVICES	74,800.00	74,800.00	4,713.13	4,713.13	70,086.87	6.30 %
900 - CAPITAL OUTLAY	500.00	500.00	0.00	0.00	500.00	0.00 %
Department: 120 - MAYORS OFFICE Total:	326,024.00	326,024.00	14,504.13	14,504.13	311,519.87	4.45 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	198,875.00	198,875.00	11,349.63	11,349.63	187,525.37	5.71 %
500 - SUPPLIES	3,000.00	3,000.00	133.70	133.70	2,866.30	4.46 %
600 - CONTRACTUAL SERVICES	80,750.00	80,750.00	868.13	868.13	79,881.87	1.08 %
900 - CAPITAL OUTLAY	65,000.00	65,000.00	0.00	0.00	65,000.00	0.00 %
Department: 123 - IT Total:	347,625.00	347,625.00	12,351.46	12,351.46	335,273.54	3.55 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 130 - ELECTIONS Total:	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	314,188.00	314,188.00	21,255.23	21,255.23	292,932.77	6.77 %
600 - CONTRACTUAL SERVICES	149,100.00	149,100.00	88,907.05	88,907.05	60,192.95	59.63 %
Department: 142 - CITY CLERKS OFFICE Total:	463,288.00	463,288.00	110,162.28	110,162.28	353,125.72	23.78 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	6,523.00	6,523.00	-342.50	-342.50	6,865.50	-5.25 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	12,600.00	12,600.00	2,546.16	2,546.16	10,053.84	20.21 %
600 - CONTRACTUAL SERVICES	600,000.00	600,000.00	35,593.35	35,593.35	564,406.65	5.93 %
900 - CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	622,123.00	622,123.00	37,797.01	37,797.01	584,325.99	6.08 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	350.00	350.00	4,650.00	7.00 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	5,000.00	5,000.00	350.00	350.00	4,650.00	7.00 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	65,650.00	65,650.00	4,864.80	4,864.80	60,785.20	7.41 %
Department: 160 - ATTORNEY AND STAFF Total:	65,650.00	65,650.00	4,864.80	4,864.80	60,785.20	7.41 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	200,000.00	200,000.00	12,835.89	12,835.89	187,164.11	6.42 %
Department: 169 - LEGAL Total:	200,000.00	200,000.00	12,835.89	12,835.89	187,164.11	6.42 %
Department: 180 - PERSONNEL ADMINISTRATION						
400 - PERSONNEL SERVICES	176,985.00	176,985.00	13,661.07	13,661.07	163,323.93	7.72 %
500 - SUPPLIES	3,000.00	3,000.00	920.22	920.22	2,079.78	30.67 %
600 - CONTRACTUAL SERVICES	7,750.00	7,750.00	223.32	223.32	7,526.68	2.88 %
Department: 180 - PERSONNEL ADMINISTRATION Total:	187,735.00	187,735.00	14,804.61	14,804.61	172,930.39	7.89 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	224,000.00	224,000.00	14,406.54	14,406.54	209,593.46	6.43 %
500 - SUPPLIES	5,000.00	5,000.00	252.26	252.26	4,747.74	5.05 %
600 - CONTRACTUAL SERVICES	191,500.00	191,500.00	755.52	755.52	190,744.48	0.39 %
Department: 190 - CITY PLANNER Total:	420,500.00	420,500.00	15,414.32	15,414.32	405,085.68	3.67 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	7,500.00	7,500.00	154.36	154.36	7,345.64	2.06 %
600 - CONTRACTUAL SERVICES	70,500.00	70,500.00	4,174.57	4,174.57	66,325.43	5.92 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	78,000.00	78,000.00	4,328.93	4,328.93	73,671.07	5.55 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL						
600 - CONTRACTUAL SERVICES	50,823.00	50,823.00	13,698.00	13,698.00	37,125.00	26.95 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:	52,823.00	52,823.00	13,698.00	13,698.00	39,125.00	25.93 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	4,000.00	4,000.00	650.00	650.00	3,350.00	16.25 %
900 - CAPITAL OUTLAY	61,928.00	61,928.00	17,982.00	17,982.00	43,946.00	29.04 %
990 - TRANSFERS	57,500.00	57,500.00	0.00	0.00	57,500.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	123,428.00	123,428.00	18,632.00	18,632.00	104,796.00	15.10 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	34,000.00	34,000.00	2,050.00	2,050.00	31,950.00	6.03 %
Department: 196 - CEMETERY ADMINISTRATION Total:	34,000.00	34,000.00	2,050.00	2,050.00	31,950.00	6.03 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	177,250.00	177,250.00	13,118.09	13,118.09	164,131.91	7.40 %
500 - SUPPLIES	1,800.00	1,800.00	12.20	12.20	1,787.80	0.68 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	2,619.42	2,619.42	18,380.58	12.47 %
800 - DEBT SERVICE	5,250.00	5,250.00	436.96	436.96	4,813.04	8.32 %
Department: 197 - ENGINEERING Total:	205,300.00	205,300.00	16,186.67	16,186.67	189,113.33	7.88 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	98,425.00	98,425.00	7,376.69	7,376.69	91,048.31	7.49 %
Department: 200 - POLICE ADMINISTRATION Total:	98,425.00	98,425.00	7,376.69	7,376.69	91,048.31	7.49 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,489,250.00	3,489,250.00	244,499.62	244,499.62	3,244,750.38	7.01 %
500 - SUPPLIES	264,500.00	264,500.00	22,148.09	22,148.09	242,351.91	8.37 %
600 - CONTRACTUAL SERVICES	307,700.00	307,700.00	19,912.64	19,912.64	287,787.36	6.47 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	18,160.00	18,160.00	-18,160.00	0.00 %
800 - DEBT SERVICE	92,895.00	92,895.00	0.00	0.00	92,895.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	10,000.00	10,000.00	1,550.33	1,550.33	8,449.67	15.50 %
Department: 201 - POLICE DEPARTMENT Total:	4,164,345.00	4,164,345.00	306,270.68	306,270.68	3,858,074.32	7.35 %
Department: 204 - SEATBELT GRANT						
500 - SUPPLIES	750.00	750.00	0.00	0.00	750.00	0.00 %
Department: 204 - SEATBELT GRANT Total:	750.00	750.00	0.00	0.00	750.00	0.00 %
Department: 215 - CUSTODY OF PRISONERS						
500 - SUPPLIES	170,000.00	170,000.00	13,320.30	13,320.30	156,679.70	7.84 %
Department: 215 - CUSTODY OF PRISONERS Total:	170,000.00	170,000.00	13,320.30	13,320.30	156,679.70	7.84 %
Department: 230 - POLICE TRAINING						
600 - CONTRACTUAL SERVICES	35,000.00	35,000.00	536.50	536.50	34,463.50	1.53 %
Department: 230 - POLICE TRAINING Total:	35,000.00	35,000.00	536.50	536.50	34,463.50	1.53 %
Department: 237 - FIRING RANGE						
500 - SUPPLIES	8,000.00	8,000.00	3,469.00	3,469.00	4,531.00	43.36 %
Department: 237 - FIRING RANGE Total:	8,000.00	8,000.00	3,469.00	3,469.00	4,531.00	43.36 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	8,500.00	8,500.00	406.00	406.00	8,094.00	4.78 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	8,500.00	8,500.00	406.00	406.00	8,094.00	4.78 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	275,750.00	275,750.00	18,195.01	18,195.01	257,554.99	6.60 %
600 - CONTRACTUAL SERVICES	15,000.00	15,000.00	3,750.00	3,750.00	11,250.00	25.00 %
Department: 245 - DISPATCHERS Total:	290,750.00	290,750.00	21,945.01	21,945.01	268,804.99	7.55 %
Department: 250 - NARCOTICS BUREAU						
600 - CONTRACTUAL SERVICES	26,500.00	26,500.00	818.98	818.98	25,681.02	3.09 %
Department: 250 - NARCOTICS BUREAU Total:	26,500.00	26,500.00	818.98	818.98	25,681.02	3.09 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	100,200.00	100,200.00	12,179.30	12,179.30	88,020.70	12.15 %
600 - CONTRACTUAL SERVICES	14,300.00	14,300.00	155.12	155.12	14,144.88	1.08 %
900 - CAPITAL OUTLAY	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00 %
Department: 254 - DUI GRANT Total:	120,000.00	120,000.00	12,334.42	12,334.42	107,665.58	10.28 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	87,985.00	87,985.00	6,581.80	6,581.80	81,403.20	7.48 %
Department: 260 - FIRE ADMINISTRATION Total:	87,985.00	87,985.00	6,581.80	6,581.80	81,403.20	7.48 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,446,750.00	3,446,750.00	218,434.74	218,434.74	3,228,315.26	6.34 %
500 - SUPPLIES	65,450.00	65,450.00	2,843.59	2,843.59	62,606.41	4.34 %
600 - CONTRACTUAL SERVICES	142,000.00	142,000.00	5,335.99	5,335.99	136,664.01	3.76 %
900 - CAPITAL OUTLAY	70,000.00	70,000.00	0.00	0.00	70,000.00	0.00 %
Department: 261 - FIRE DEPARTMENT Total:	3,724,200.00	3,724,200.00	226,614.32	226,614.32	3,497,585.68	6.08 %
Department: 262 - FIRE PREVENTION						
500 - SUPPLIES	6,000.00	6,000.00	860.32	860.32	5,139.68	14.34 %
Department: 262 - FIRE PREVENTION Total:	6,000.00	6,000.00	860.32	860.32	5,139.68	14.34 %
Department: 263 - FIRE TRAINING						
600 - CONTRACTUAL SERVICES	47,500.00	47,500.00	18,814.37	18,814.37	28,685.63	39.61 %
Department: 263 - FIRE TRAINING Total:	47,500.00	47,500.00	18,814.37	18,814.37	28,685.63	39.61 %
Department: 264 - FIRE COMMUNICATIONS						
600 - CONTRACTUAL SERVICES	70,000.00	70,000.00	4,526.25	4,526.25	65,473.75	6.47 %
Department: 264 - FIRE COMMUNICATIONS Total:	70,000.00	70,000.00	4,526.25	4,526.25	65,473.75	6.47 %
Department: 267 - FIRE STATIONS AND BUILDINGS						
500 - SUPPLIES	25,000.00	25,000.00	110.00	110.00	24,890.00	0.44 %
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	3,083.33	3,083.33	46,916.67	6.17 %
Department: 267 - FIRE STATIONS AND BUILDINGS Total:	75,000.00	75,000.00	3,193.33	3,193.33	71,806.67	4.26 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	247,975.00	247,975.00	18,399.85	18,399.85	229,575.15	7.42 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	6,750.00	6,750.00	148.90	148.90	6,601.10	2.21 %
600 - CONTRACTUAL SERVICES	20,400.00	20,400.00	1,789.63	1,789.63	18,610.37	8.77 %
800 - DEBT SERVICE	5,250.00	5,250.00	586.48	586.48	4,663.52	11.17 %
Department: 281 - BUILDING/CODES OFFICE Total:	280,375.00	280,375.00	20,924.86	20,924.86	259,450.14	7.46 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	313.87	313.87	9,686.13	3.14 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	15,000.00	15,000.00	313.87	313.87	14,686.13	2.09 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	595,750.00	595,750.00	36,101.42	36,101.42	559,648.58	6.06 %
500 - SUPPLIES	160,000.00	160,000.00	26,192.01	26,192.01	133,807.99	16.37 %
600 - CONTRACTUAL SERVICES	68,688.00	68,688.00	2,377.74	2,377.74	66,310.26	3.46 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
800 - DEBT SERVICE	21,562.00	21,562.00	753.21	753.21	20,808.79	3.49 %
900 - CAPITAL OUTLAY	29,500.00	29,500.00	0.00	0.00	29,500.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	885,500.00	885,500.00	65,424.38	65,424.38	820,075.62	7.39 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	40,258.72	40,258.72	434,741.28	8.48 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	40,258.72	40,258.72	434,741.28	8.48 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	82,950.00	82,950.00	5,763.24	5,763.24	77,186.76	6.95 %
500 - SUPPLIES	4,400.00	4,400.00	179.38	179.38	4,220.62	4.08 %
600 - CONTRACTUAL SERVICES	15,900.00	15,900.00	1,062.39	1,062.39	14,837.61	6.68 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	26,500.00	26,500.00	79,500.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	209,250.00	209,250.00	33,505.01	33,505.01	175,744.99	16.01 %
Department: 500 - LIBRARIES						
900 - CAPITAL OUTLAY	175,400.00	175,400.00	43,850.00	43,850.00	131,550.00	25.00 %
Department: 500 - LIBRARIES Total:	175,400.00	175,400.00	43,850.00	43,850.00	131,550.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	20,000.00	20,000.00	5,000.00	5,000.00	15,000.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	496,900.00	496,900.00	0.00	0.00	496,900.00	0.00 %
500 - SUPPLIES	28,000.00	28,000.00	1,912.49	1,912.49	26,087.51	6.83 %
600 - CONTRACTUAL SERVICES	476,000.00	476,000.00	6,403.70	6,403.70	469,596.30	1.35 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,000,900.00	1,000,900.00	8,316.19	8,316.19	992,583.81	0.83 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
900 - CAPITAL OUTLAY	1,850,000.00	1,850,000.00	439,120.98	439,120.98	1,410,879.02	23.74 %
Department: 600 - CAPITAL PROJECTS Total:	1,865,000.00	1,865,000.00	439,120.98	439,120.98	1,425,879.02	23.55 %
Department: 605 - BROWNFIELD GRANT						
600 - CONTRACTUAL SERVICES	215,000.00	215,000.00	0.00	0.00	215,000.00	0.00 %
Department: 605 - BROWNFIELD GRANT Total:	215,000.00	215,000.00	0.00	0.00	215,000.00	0.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	14,000.00	14,000.00	3,500.00	3,500.00	10,500.00	25.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	14,000.00	14,000.00	3,500.00	3,500.00	10,500.00	25.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	1,552,187.00	1,552,187.00	357,343.98	357,343.98	1,194,843.02	23.02 %
Department: 800 - DEBT SERVICE Total:	1,552,187.00	1,552,187.00	357,343.98	357,343.98	1,194,843.02	23.02 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	945,000.00	945,000.00	2,398.91	2,398.91	942,601.09	0.25 %

Budget Report**For Fiscal: 2015-2016 Period Ending: 10/31/2015**

Categor...	Variance					
	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Favorable (Unfavorable)	Percent Used
Department: 900 - INTERFUND TRANSACTIONS Total:	945,000.00	945,000.00	2,398.91	2,398.91	942,601.09	0.25 %
Expense Total:	20,352,124.00	20,352,124.00	1,970,627.21	1,970,627.21	18,381,496.79	9.68 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-815,572.74	-815,572.74	-815,572.74	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	15,000.00	15,000.00	0.00	0.00	-15,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	60,000.00	60,000.00	0.00	0.00	-60,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	75,000.00	75,000.00	0.00	0.00	-75,000.00	0.00 %
Revenue Total:	75,000.00	75,000.00	0.00	0.00	-75,000.00	0.00 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	21,000.00	21,000.00	400.00	400.00	20,600.00	1.90 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
900 - CAPITAL OUTLAY	49,000.00	49,000.00	0.00	0.00	49,000.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	75,000.00	75,000.00	400.00	400.00	74,600.00	0.53 %
Expense Total:	75,000.00	75,000.00	400.00	400.00	74,600.00	0.53 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	-400.00	-400.00	-400.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	129,000.00	129,000.00	0.00	0.00	-129,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	91,280.00	91,280.00	0.00	0.00	-91,280.00	0.00 %
Department: 000 - UNDESIGNATED Total:	220,280.00	220,280.00	0.00	0.00	-220,280.00	0.00 %
Revenue Total:	220,280.00	220,280.00	0.00	0.00	-220,280.00	0.00 %
Expense						
Department: 560 - MISSING DESCRIPTION FOR DEPT - 560						
500 - SUPPLIES	25,500.00	25,500.00	0.00	0.00	25,500.00	0.00 %
800 - DEBT SERVICE	104,315.00	104,315.00	0.00	0.00	104,315.00	0.00 %
900 - CAPITAL OUTLAY	90,465.00	90,465.00	0.00	0.00	90,465.00	0.00 %
Department: 560 - MISSING DESCRIPTION FOR DEPT - 560 Total:	220,280.00	220,280.00	0.00	0.00	220,280.00	0.00 %
Expense Total:	220,280.00	220,280.00	0.00	0.00	220,280.00	0.00 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 010 - MULTI-UNIT DRUG TASK FORCE						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Revenue Total:	25,937.00	25,937.00	0.00	0.00	-25,937.00	0.00 %
Expense						
Department: 252 - DRUG TASK FORCE						
900 - CAPITAL OUTLAY	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Department: 252 - DRUG TASK FORCE Total:	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Expense Total:	25,937.00	25,937.00	0.00	0.00	25,937.00	0.00 %
Fund: 010 - MULTI-UNIT DRUG TASK FORCE Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	725,770.00	725,770.00	7,982.00	7,982.00	-717,788.00	1.10 %
340 - MISCELLANEOUS	47,000.00	47,000.00	800.00	800.00	-46,200.00	1.70 %
360 - CHARGES FOR SERVICES	66,908.00	66,908.00	5,243.30	5,243.30	-61,664.70	7.84 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	127,000.00	127,000.00	0.00	0.00	-127,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	966,678.00	966,678.00	14,025.30	14,025.30	-952,652.70	1.45 %
Revenue Total:	966,678.00	966,678.00	14,025.30	14,025.30	-952,652.70	1.45 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	39,125.00	39,125.00	2,848.78	2,848.78	36,276.22	7.28 %
500 - SUPPLIES	8,850.00	8,850.00	574.25	574.25	8,275.75	6.49 %
600 - CONTRACTUAL SERVICES	79,600.00	79,600.00	3,527.46	3,527.46	76,072.54	4.43 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	704,495.00	704,495.00	0.00	0.00	704,495.00	0.00 %
800 - DEBT SERVICE	29,500.00	29,500.00	0.00	0.00	29,500.00	0.00 %
900 - CAPITAL OUTLAY	105,108.00	105,108.00	0.00	0.00	105,108.00	0.00 %
Department: 505 - AIRPORT Total:	966,678.00	966,678.00	6,950.49	6,950.49	959,727.51	0.72 %
Expense Total:	966,678.00	966,678.00	6,950.49	6,950.49	959,727.51	0.72 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	7,074.81	7,074.81	7,074.81	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Revenue Total:	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Expense						
Department: 515 - RESTRICTED FAA PROJECTS						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	260,000.00	260,000.00	313,416.00	313,416.00	-53,416.00	120.54 %
Department: 515 - RESTRICTED FAA PROJECTS Total:	300,000.00	300,000.00	313,416.00	313,416.00	-13,416.00	104.47 %
Expense Total:	300,000.00	300,000.00	313,416.00	313,416.00	-13,416.00	104.47 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-313,416.00	-313,416.00	-313,416.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	5,000.00	5,000.00	0.00	0.00	-5,000.00	0.00 %
340 - MISCELLANEOUS	2,707,500.00	2,707,500.00	220,083.26	220,083.26	-2,487,416.74	8.13 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	300,000.00	300,000.00	0.00	0.00	-300,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,012,500.00	3,012,500.00	220,083.26	220,083.26	-2,792,416.74	7.31 %
Revenue Total:	3,012,500.00	3,012,500.00	220,083.26	220,083.26	-2,792,416.74	7.31 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	822,430.00	822,430.00	62,936.42	62,936.42	759,493.58	7.65 %
500 - SUPPLIES	284,000.00	284,000.00	6,196.96	6,196.96	277,803.04	2.18 %
600 - CONTRACTUAL SERVICES	741,500.00	741,500.00	22,927.94	22,927.94	718,572.06	3.09 %
900 - CAPITAL OUTLAY	430,438.00	430,438.00	0.00	0.00	430,438.00	0.00 %
Department: 322 - SANITATION DEPARTMENT Total:	2,278,368.00	2,278,368.00	92,061.32	92,061.32	2,186,306.68	4.04 %
Department: 324 - MDEQ RECYCLE GRANT						
500 - SUPPLIES	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Department: 324 - MDEQ RECYCLE GRANT Total:	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	144,700.00	144,700.00	7,599.91	7,599.91	137,100.09	5.25 %
500 - SUPPLIES	45,500.00	45,500.00	35.14	35.14	45,464.86	0.08 %
600 - CONTRACTUAL SERVICES	26,500.00	26,500.00	546.36	546.36	25,953.64	2.06 %
800 - DEBT SERVICE	184,982.00	184,982.00	9,609.89	9,609.89	175,372.11	5.20 %
Department: 325 - RUBBISH Total:	401,682.00	401,682.00	17,791.30	17,791.30	383,890.70	4.43 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	228,450.00	228,450.00	15,565.67	15,565.67	212,884.33	6.81 %
500 - SUPPLIES	37,500.00	37,500.00	160.98	160.98	37,339.02	0.43 %
600 - CONTRACTUAL SERVICES	41,500.00	41,500.00	480.39	480.39	41,019.61	1.16 %
Department: 341 - LANDSCAPING Total:	307,450.00	307,450.00	16,207.04	16,207.04	291,242.96	5.27 %
Expense Total:	3,012,500.00	3,012,500.00	126,059.66	126,059.66	2,886,440.34	4.18 %
Fund: 022 - SANITATION Surplus (Deficit):	0.00	0.00	94,023.60	94,023.60	94,023.60	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	197,000.00	197,000.00	0.00	0.00	-197,000.00	0.00 %
340 - MISCELLANEOUS	100.00	100.00	0.00	0.00	-100.00	0.00 %
360 - CHARGES FOR SERVICES	45,000.00	45,000.00	0.00	0.00	-45,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	514.00	514.00	0.00	0.00	-514.00	0.00 %
Department: 000 - UNDESIGNATED Total:	242,614.00	242,614.00	0.00	0.00	-242,614.00	0.00 %
Revenue Total:	242,614.00	242,614.00	0.00	0.00	-242,614.00	0.00 %
Expense						
Department: 323 - SANITARY LANDFILL						
400 - PERSONNEL SERVICES	126,150.00	126,150.00	6,636.57	6,636.57	119,513.43	5.26 %
500 - SUPPLIES	19,750.00	19,750.00	219.75	219.75	19,530.25	1.11 %
600 - CONTRACTUAL SERVICES	35,500.00	35,500.00	109.48	109.48	35,390.52	0.31 %
800 - DEBT SERVICE	43,214.00	43,214.00	2,778.40	2,778.40	40,435.60	6.43 %
900 - CAPITAL OUTLAY	18,000.00	18,000.00	0.00	0.00	18,000.00	0.00 %
Department: 323 - SANITARY LANDFILL Total:	242,614.00	242,614.00	9,744.20	9,744.20	232,869.80	4.02 %
Expense Total:	242,614.00	242,614.00	9,744.20	9,744.20	232,869.80	4.02 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	0.00	0.00	-9,744.20	-9,744.20	-9,744.20	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 105 - 1994 2% RESTAURANT TAX						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Revenue Total:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Expense						
Department: 650 - 1994 2% RESTAURANT TAX						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Department: 650 - 1994 2% RESTAURANT TAX Total:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Expense Total:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Fund: 105 - 1994 2% RESTAURANT TAX Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 106 - LAW ENFORCEMENT GRANTS						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Revenue Total:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Expense						
Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR						
900 - CAPITAL OUTLAY	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR Total:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Expense Total:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Fund: 106 - LAW ENFORCEMENT GRANTS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

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Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Revenue Total:	50,000.00	50,000.00	0.00	0.00	-50,000.00	0.00 %
Expense						
Department: 112 - COMPUTER ASSESSMENTS						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	13,080.17	13,080.17	36,919.83	26.16 %
Department: 112 - COMPUTER ASSESSMENTS Total:	50,000.00	50,000.00	13,080.17	13,080.17	36,919.83	26.16 %
Expense Total:	50,000.00	50,000.00	13,080.17	13,080.17	36,919.83	26.16 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-13,080.17	-13,080.17	-13,080.17	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 118 - HOME PROGRAM GRANT						
Expense						
Department: 404 - HOME PROGRAM GRANT						
900 - CAPITAL OUTLAY	0.00	0.00	49,875.15	49,875.15	-49,875.15	0.00 %
Department: 404 - HOME PROGRAM GRANT Total:	0.00	0.00	49,875.15	49,875.15	-49,875.15	0.00 %
Expense Total:	0.00	0.00	49,875.15	49,875.15	-49,875.15	0.00 %
Fund: 118 - HOME PROGRAM GRANT Total:	0.00	0.00	49,875.15	49,875.15	-49,875.15	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	10.00	10.00	0.38	0.38	-9.62	3.80 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,215.00	2,215.00	0.00	0.00	-2,215.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,225.00	2,225.00	0.38	0.38	-2,224.62	0.02 %
Revenue Total:	2,225.00	2,225.00	0.38	0.38	-2,224.62	0.02 %
Expense						
Department: 655 - MIDDLETON MARKETPLACE PROJ TIF						
900 - CAPITAL OUTLAY	2,225.00	2,225.00	0.00	0.00	2,225.00	0.00 %
Department: 655 - MIDDLETON MARKETPLACE PROJ TIF Total:	2,225.00	2,225.00	0.00	0.00	2,225.00	0.00 %
Expense Total:	2,225.00	2,225.00	0.00	0.00	2,225.00	0.00 %
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND Surplus (Deficit):	0.00	0.00	0.38	0.38	0.38	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 150 - FEDERAL FORFEITED FUNDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	20.00	20.00	9.12	9.12	-10.88	45.60 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	230.00	230.00	0.00	0.00	-230.00	0.00 %
Department: 000 - UNDESIGNATED Total:	250.00	250.00	9.12	9.12	-240.88	3.65 %
Revenue Total:	250.00	250.00	9.12	9.12	-240.88	3.65 %
Expense						
Department: 217 - FEDERAL FORFEITED FUNDS						
900 - CAPITAL OUTLAY	250.00	250.00	0.00	0.00	250.00	0.00 %
Department: 217 - FEDERAL FORFEITED FUNDS Total:	250.00	250.00	0.00	0.00	250.00	0.00 %
Expense Total:	250.00	250.00	0.00	0.00	250.00	0.00 %
Fund: 150 - FEDERAL FORFEITED FUNDS Surplus (Deficit):	0.00	0.00	9.12	9.12	9.12	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 202 - CITY BOND & INTEREST						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	950,125.00	950,125.00	0.00	0.00	-950,125.00	0.00 %
Department: 000 - UNDESIGNATED Total:	950,125.00	950,125.00	0.00	0.00	-950,125.00	0.00 %
Revenue Total:	950,125.00	950,125.00	0.00	0.00	-950,125.00	0.00 %
Expense						
Department: 850 - CITY BOND & INTEREST						
800 - DEBT SERVICE	950,125.00	950,125.00	403,650.00	403,650.00	546,475.00	42.48 %
Department: 850 - CITY BOND & INTEREST Total:	950,125.00	950,125.00	403,650.00	403,650.00	546,475.00	42.48 %
Expense Total:	950,125.00	950,125.00	403,650.00	403,650.00	546,475.00	42.48 %
Fund: 202 - CITY BOND & INTEREST Surplus (Deficit):	0.00	0.00	-403,650.00	-403,650.00	-403,650.00	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 311 - PARKING MILL PROJECT						
Expense						
Department: 656 - PARKING MILL PROJECT						
900 - CAPITAL OUTLAY	0.00	0.00	226,972.20	226,972.20	-226,972.20	0.00 %
Department: 656 - PARKING MILL PROJECT Total:	0.00	0.00	226,972.20	226,972.20	-226,972.20	0.00 %
Expense Total:	0.00	0.00	226,972.20	226,972.20	-226,972.20	0.00 %
Fund: 311 - PARKING MILL PROJECT Total:	0.00	0.00	226,972.20	226,972.20	-226,972.20	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	700,000.00	700,000.00	65,835.26	65,835.26	-634,164.74	9.41 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	496,000.00	496,000.00	0.00	0.00	-496,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,196,000.00	1,196,000.00	65,835.26	65,835.26	-1,130,164.74	5.50 %
Revenue Total:	1,196,000.00	1,196,000.00	65,835.26	65,835.26	-1,130,164.74	5.50 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	381,690.00	381,690.00	0.00	0.00	381,690.00	0.00 %
900 - CAPITAL OUTLAY	814,310.00	814,310.00	25,821.04	25,821.04	788,488.96	3.17 %
Department: 551 - PARK & REC TOURISM Total:	1,196,000.00	1,196,000.00	25,821.04	25,821.04	1,170,178.96	2.16 %
Expense Total:	1,196,000.00	1,196,000.00	25,821.04	25,821.04	1,170,178.96	2.16 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	40,014.22	40,014.22	40,014.22	0.00 %

Budget Report

For Fiscal: 2015-2016 Period Ending: 10/31/2015

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 400 - WATER & SEWER DEPARTMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	3,760,000.00	3,760,000.00	266,673.90	266,673.90	-3,493,326.10	7.09 %
340 - MISCELLANEOUS	225,000.00	225,000.00	0.00	0.00	-225,000.00	0.00 %
360 - CHARGES FOR SERVICES	5,760,000.00	5,760,000.00	416,129.88	416,129.88	-5,343,870.12	7.22 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	500,000.00	500,000.00	0.00	0.00	-500,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	10,245,000.00	10,245,000.00	682,803.78	682,803.78	-9,562,196.22	6.66 %
Revenue Total:	10,245,000.00	10,245,000.00	682,803.78	682,803.78	-9,562,196.22	6.66 %
Expense						
Department: 721 - NEW CONSTRUCTION REHAB						
400 - PERSONNEL SERVICES	271,511.00	271,511.00	17,231.88	17,231.88	254,279.12	6.35 %
500 - SUPPLIES	35,600.00	35,600.00	826.49	826.49	34,773.51	2.32 %
600 - CONTRACTUAL SERVICES	1,022,800.00	1,022,800.00	47,782.75	47,782.75	975,017.25	4.67 %
800 - DEBT SERVICE	98,000.00	98,000.00	16,417.87	16,417.87	81,582.13	16.75 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 721 - NEW CONSTRUCTION REHAB Total:	1,477,911.00	1,477,911.00	82,258.99	82,258.99	1,395,652.01	5.57 %
Department: 723 - WATER DEPARTMENT						
400 - PERSONNEL SERVICES	1,278,932.00	1,278,932.00	77,405.02	77,405.02	1,201,526.98	6.05 %
500 - SUPPLIES	417,000.00	417,000.00	5,569.20	5,569.20	411,430.80	1.34 %
600 - CONTRACTUAL SERVICES	862,800.00	862,800.00	21,436.86	21,436.86	841,363.14	2.48 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
800 - DEBT SERVICE	9,500.00	9,500.00	3,799.59	3,799.59	5,700.41	40.00 %
900 - CAPITAL OUTLAY	1,835,521.00	1,835,521.00	5,590.91	5,590.91	1,829,930.09	0.30 %
Department: 723 - WATER DEPARTMENT Total:	4,418,753.00	4,418,753.00	113,801.58	113,801.58	4,304,951.42	2.58 %
Department: 726 - WASTEWATER TREATMENT PLANT						
400 - PERSONNEL SERVICES	263,593.00	263,593.00	13,599.18	13,599.18	249,993.82	5.16 %
500 - SUPPLIES	69,000.00	69,000.00	1,591.79	1,591.79	67,408.21	2.31 %
600 - CONTRACTUAL SERVICES	721,850.00	721,850.00	32,258.47	32,258.47	689,591.53	4.47 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
800 - DEBT SERVICE	70,500.00	70,500.00	14,554.43	14,554.43	55,945.57	20.64 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
Department: 726 - WASTEWATER TREATMENT PLANT Total:	1,224,943.00	1,224,943.00	62,003.87	62,003.87	1,162,939.13	5.06 %
Department: 730 - BOND AND OTHER FUND DEBT						
800 - DEBT SERVICE	525,000.00	525,000.00	41,154.25	41,154.25	483,845.75	7.84 %
Department: 730 - BOND AND OTHER FUND DEBT Total:	525,000.00	525,000.00	41,154.25	41,154.25	483,845.75	7.84 %
Department: 740 - DRINKING WATER TREATMENT						
400 - PERSONNEL SERVICES	203,993.00	203,993.00	14,766.75	14,766.75	189,226.25	7.24 %
500 - SUPPLIES	184,400.00	184,400.00	0.00	0.00	184,400.00	0.00 %
600 - CONTRACTUAL SERVICES	572,500.00	572,500.00	44,716.44	44,716.44	527,783.56	7.81 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
900 - CAPITAL OUTLAY	37,500.00	37,500.00	0.00	0.00	37,500.00	0.00 %
Department: 740 - DRINKING WATER TREATMENT Total:	1,048,393.00	1,048,393.00	59,483.19	59,483.19	988,909.81	5.67 %
Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS						
600 - CONTRACTUAL SERVICES	120,000.00	120,000.00	0.00	0.00	120,000.00	0.00 %
900 - CAPITAL OUTLAY	1,430,000.00	1,430,000.00	10,982.87	10,982.87	1,419,017.13	0.77 %
Department: 747 - MDA CAP LOAN SEWER IMPROVEMENTS Total:	1,550,000.00	1,550,000.00	10,982.87	10,982.87	1,539,017.13	0.71 %
Expense Total:	10,245,000.00	10,245,000.00	369,684.75	369,684.75	9,875,315.25	3.61 %
Fund: 400 - WATER & SEWER DEPARTMENTS Surplus (Deficit):	0.00	0.00	313,119.03	313,119.03	313,119.03	0.00 %
Report Surplus (Deficit):	0.00	0.00	-1,378,469.30	-1,378,469.30	-1,378,469.30	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-815,572.74	-815,572.74	-815,572.74
002 - RESTRICTED POLICE FUND	0.00	0.00	-400.00	-400.00	-400.00
003 - RESTRICTED FIRE FUND	0.00	0.00	0.00	0.00	0.00
010 - MULTI-UNIT DRUG TASK FORC	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	7,074.81	7,074.81	7,074.81
016 - RESTRICTED AIRPORT	0.00	0.00	-313,416.00	-313,416.00	-313,416.00
022 - SANITATION	0.00	0.00	94,023.60	94,023.60	94,023.60
023 - LANDFILL ACCOUNT	0.00	0.00	-9,744.20	-9,744.20	-9,744.20
105 - 1994 2% RESTAURANT TAX	0.00	0.00	0.00	0.00	0.00
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	-13,080.17	-13,080.17	-13,080.17
118 - HOME PROGRAM GRANT	0.00	0.00	-49,875.15	-49,875.15	-49,875.15
125 - MIDDLETON MARKETPLACE TI	0.00	0.00	0.38	0.38	0.38
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	9.12	9.12	9.12
202 - CITY BOND & INTEREST	0.00	0.00	-403,650.00	-403,650.00	-403,650.00
311 - PARKING MILL PROJECT	0.00	0.00	-226,972.20	-226,972.20	-226,972.20
375 - PARK AND REC TOURISM	0.00	0.00	40,014.22	40,014.22	40,014.22
400 - WATER & SEWER DEPARTMEN	0.00	0.00	313,119.03	313,119.03	313,119.03
Report Surplus (Deficit):	0.00	0.00	-1,378,469.30	-1,378,469.30	-1,378,469.30



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

AGENDA ITEM NO:
AGENDA DATE: November 17, 2015
PAGE: 1 of 1

SUBJECT: Request authorization for City Clerk Office to advertise for source of supply bids for all departments other than electric department material for the period January 1, 2016 through June 30, 2016.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Finance and Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO; (662) 323-2525 ext.3117
Or Joanna McLaurin, (662) 323-2525 ext. 3106

SUGGESTED MOTION:

Move approval for City Clerk Office to advertise for source of supply bids for the period January 1, 2016 through June 30, 2016 for all departments other than the electric division.



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

AGENDA ITEM DEPT.:
AGENDA DATE: November 17, 2015
PAGE: 1

SUBJECT: Request authorization for City Clerk / CFO Lesa Hardin to attend 2015 Municipal Clerk Winter Educational Conference in Jackson, MS December 16-18 with advance travel of \$464.50.

AMOUNT & SOURCE OF FUNDING 001-145-610-350

Registration : \$160.00
Hotel: 224.00
Meals: 23.00
Travel: 57.50 (.23- city vehicle available rate x 250 miles)

REQUESTING
DEPARTMENT: Admin and Finance

DIRECTOR'S
AUTHORIZATION: Lesa Hardin, City Clerk / CFO

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

SUGGESTED MOTION: Authorization for City Clerk / CFO Lesa Hardin to attend 2015 Municipal Clerk Winter Educational Conference in Jackson, MS December 16-18 with advance travel of \$464.50.

2015 WINTER EDUCATIONAL WORKSHOP
December 16-18, 2015

Tentative Agenda

Wednesday, December 16

2:00-5:00 p.m. **Registration**

2:00-3:00 p.m. **Committee Meetings**

3:30-4:30 **New Clerk Orientation**

4:30-6:30 **Welcome Reception (*Tentative*)**

Thursday, December 17

7:30-8:00 a.m. **Registration & Continental Breakfast**

8:00 a.m. **Welcome/Introductions**

Celia Boren
MCCA President and City Clerk, Tunica

Patrick Miller
*Mississippi State University Extension
Center for Government and Community Development*

8:15 a.m. **Fire Rebate Money**Brad Smith
State Fire Coordinator, Mississippi Insurance Department

9:15 a.m. **Fraud**..... Greg Higginbotham
Technical Assistance, Office of the State Auditor

10:00 a.m. **Break**

10:15 a.m. **Personnel Policy and Handbook**Gary Friedman
Phelps Dunbar

11:15 a.m. **GASB 68**..... Bill Benson
Lee County Chancery Clerk/PERS Board of Trustees, Board Chairman

12:15 a.m. **Luncheon**

1:30-3:30 **Leadership and Exercising Power**..... Dr. Jerry Emison
*Mississippi State University
Professor of Political Science and Public Administration*

8:00 a.m.	Buffet Breakfast Sponsored by the MS Municipal Service Company
8:30 a.m.	MS Municipal Service Co. UpdateSteve Smith Marion Alford, Jennifer Carter
9:00 a.m.	MS Municipal League UpdateShari Veazey <i>MML Executive Director</i>
9:30 a.m.	MS Municipal Clerk & Collector Association Business Meeting
11:30 a.m.	Adjournment





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

AGENDA ITEM DEPT.:
AGENDA DATE: November 17, 2015
PAGE: 1

SUBJECT: Consideration of budget amendments for fiscal year 9-30-15.

AMOUNT & SOURCE OF FUNDING: N/A

REQUESTING
DEPARTMENT: Admin and Finance

DIRECTOR'S
AUTHORIZATION: Lesa Hardin, City Clerk / CFO

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

SUGGESTED MOTION:

Approval of budget amendments for fiscal year 9-30-15.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 17, 2015
Page: 1

SUBJECT: Request approval to advertise to fill the vacant position of Foreman in the Street Department

AMOUNT & SOURCE OF FUNDING: Salary Grade 9, 2080 hours with the established range from the step 1 rate of \$28,514.23 (\$13.71 hour) to Step 10b rate of \$37,948.70 (\$18.24 hour)
Line Item Number: 001-301-440-114

FISCAL NOTE: The Foreman position in the Street Department has been in Salary Grade 8. We are requesting that the Street Department Foremen be raised to salary grade 9 to be equal in grade to Foreman positions in Water/Sewer and New Construction/Rehab. A certification requirement has been added to the job description. We are requesting that the existing foreman receive a 10% increase upon attainment of certification.

AUTHORIZATION HISTORY: The foreman position has been vacant since the retirement of Bill Stephenson earlier this year

The proposed job description is:

Foreman

Duties– This is a position of a working foreman who assigns tasks to crews, supervises and oversees work; operates heavy equipment; performs standby operations; and performs related tasks as required. Physical work involved with this position includes, but is not limited to, lifting, walking, shoveling, digging and climbing.

Minimum Qualifications– The ability to lead a team to peak performance and assume responsibility for the team's performance is a must. The selected candidate shall assume full responsibility for the department's zero tolerance for lost time accident policy both personally and for subordinates. The candidate must also have working knowledge of machinery operations and maintenance procedures, some experience in pipe laying or related field, some experience in a construction related field, possess a valid Mississippi Class B Commercial driver's license and an acceptable MVR, high school diploma or its equivalent, and the physical ability to perform the essential job functions. The candidate must complete certification through the American Public Works Association Maintenance Supervisor Certification program or a comparable program as approved by the City Engineer. Candidate shall assume full responsible for crew vehicle(s), equipment and other job-issued materials or supplies. Candidate must have a successful track record of exceptional customer service, both internally and externally, and provide the leadership to instill a high level of customer service to all subordinates and colleagues.

Preferred Qualifications– Possess a valid Mississippi Class A Commercial Driver's license, proficiency operating a trackhoe, backhoe, mini-excavator and other construction related equipment, understanding and experience with computers and basic computer software, expertise in traffic control jobsite safety and the ability to lead crews or the department in safety seminars

REQUESTING DEPARTMENT: Street Department–

DIRECTOR'S AUTHORIZATION: Edward Kemp, City Engineer

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Move approval of salary grade change to grade 9 and to advertise to fill the vacant position of Foreman in the Street Department. Also recommend that existing foremen in the Street Department be eligible to receive a 10% salary increase upon completion of the certification program as stated above.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 17, 2015
Page: 1-3

SUBJECT: Request approval to advertise to fill a position of System /Network Administrator

AMOUNT & SOURCE OF FUNDING: Salary Grade 13, 2080 hours with the established range from \$41,747.69 (\$20.07 hour) to \$55,560.69(\$26.71 hour)

Line Item Number: 001-123-430-107

FISCAL NOTE:

AUTHORIZATION HISTORY: With the move of City Hall and the demanding needs of technology in the Police Department, this position will provide support and maintenance of all hardware and software for the Starkville Police Department in a more- timely manner.To accomplish this, we recommend advertising for an additional System/Network Administrator in the Information Technology Department.

REQUESTING DEPARTMENT: Information Technology

DIRECTOR'S AUTHORIZATION: Joel Clement, Information Technology Manager

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Move approval to advertise for a System /Network Administrator in the Information Technology Department



CITY OF STARKVILLE JOB DESCRIPTION

Title: System / Network Administrator

Department: Information Technology

Reports to: Information Technology Manager

Classification: Non Exempt, Salary Grade 13

Date Prepared: October 27, 2010

Approved by Board: November 2, 2010

GENERAL POSITION SUMMARY:

The System/Network Administrator provides support and maintenance of all hardware and software technical needs for all City departments. Troubleshoots system, hardware, and software problems. Assists users as may be necessary. Monitors effectiveness of network. Work involves implementation of project plans, processes and procedures to implement and achieve systems and programming objectives. The System/Network Administrator is responsible for network connectivity, management and maintenance, installing third party software, configuring storage systems, managing backup and restoration operations, installation and configuration of software and performing optimization operations. The System/Network Administrator is a full time position who works regularly scheduled hours year round, with occasional overtime and night/weekend work when the need arises. This person is on after hours call.

ESSENTIAL JOB FUNCTIONS:

1. Configure and manage DHCP, DNS, and Remote Access
2. Maintain backup Infrastructure and Disaster Recovery Plan
3. Maintain a multi-controller Active Directory environment
4. Manage multiple networks switches including Fibre-Channel Switching
5. Install, update, and manage various Microsoft Operating Systems
6. Install, configure, and maintain Windows Server infrastructure
7. Ability to configure LAN spanning multiple sites including mobile VPN
8. Experience with ISA server, Windows operating systems
9. Ability to design and maintain network group policy
10. Ability to troubleshoot multiple hardware, software and network problems
11. Working knowledge of web proxies, hardware and software firewalls, and other Internet security devices
12. Perform a wide range of system administration duties, including, install, debug, maintain, upgrade and general support
13. Evaluate, test, and deploy all software and hardware
14. Proactive monitoring of all servers, applications and services using a combination of tools to ensure high availability
15. Collect and review system data for capacity and planning purposes
16. Manage and troubleshoot networks, intranet and internet connectivity; throughout the organization
17. Maintain up-to-date knowledge of emerging server tools and technologies
18. Assist the Information Technology Manager to research, evaluate and recommend system technologies to support business requirements
19. Provide data processing support; analyze, detect and resolve user difficulties, including hardware and software malfunctions related to data input, retrieval and report generation
20. Provide software support, to include, assisting users in the installation and operation of variety of Microsoft products
21. Rigorously create and maintain documentation for all processes and procedures
22. Administer overall network operations, including security, data file and applications
23. Must be available to work after hours and weekends as needed

OTHER FUNCTIONS:

1. Work as team player with other employees
2. Prioritize daily work flow
3. Meet specified or required deadlines
4. Communicate effectively with residents, elected officials, and other City employees, etc., both orally and written
5. Work autonomously but under the direction of the Information Technology Manager.
6. Handle multiple tasks simultaneously with frequent interruptions
7. Follow Department and City policies and procedures



8. Must be willing to attend computer classes and undergo an on-going training effort
9. Deal with others in a professional manner
10. Maintain professional composure in heated situations
11. Operates with minimum supervision

SUPERVISORY RESPONSIBILITY:

The System/Network Administrator has no supervisory authority.

INTERPERSONAL CONTACTS:

The System/Network Administrator has regular contact with internal and external sources, including employees, Department Heads, outside agencies, the media, and other governmental agencies. Has frequent contact with vendors and consultants.

EDUCATION AND/OR EXPERIENCE REQUIRED:

1. Associate Degree in computer science or equivalent with approximately two (2) years of hands on experience with server applications in MS networked environment or high school diploma or equivalent and six (6) years working with computers
2. Expertise in Windows XP/2000 workstations
3. Expertise in Windows 2000/2003, SQL Server, MS Exchange, Active directory management, Security management to include group policy objects, working knowledge of TCP/IP, Server Setup, Server Hardware, some level of expertise in LAN network administration
4. Working technical knowledge of current network hardware and standards
5. Demonstrated ability to be a team player and have a willingness to lend a hand with any project
6. Must have good verbal and written skills
7. Must have a valid driver's license
8. The ability to perform the essential functions of the job

PREFERRED QUALIFICATIONS:

Bachelor's Degree in Computer Science, business or other closely related field with two years experience in computer applications, data processing, and/or information systems.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight (up to 60 pounds); to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

Vision: See in the normal visual range with or without correction.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Hearing: Hear in the normal audio range with or without correction.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute and employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 17, 2015
Page: 1-3

SUBJECT: Request approval to advertise for a Warehouse Manager in the Utility—Water/Sewer Operations

AMOUNT & SOURCE OF FUNDING: Salary Grade 6, 2080 hours with the established range from \$21,423.16 (\$10.30 hour) to \$28,511.43(\$13.71 hour).

Line Item Number: 400-723-440-114

FISCAL NOTE:

AUTHORIZATION HISTORY: Duties of this position were previously split between the positions of Maintenance Worker and Support Services Manager. The Support Service Manager position is no longer staffed. We need more focus on these duties to maintain better control of expenses and parts. To accomplish this, we recommend creating the Warehouse Manager position in the Water Operations to function similarly to the Warehouse Manager in Electric Operations. A proposed job description is attached.

REQUESTING DEPARTMENT: Utility—Water/Sewer Operations

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Move approval of the job description as submitted and approval to advertise for a Warehouse Manager in the Utility—Water/Sewer Operations



CITY OF STARKVILLE JOB DESCRIPTION

Title: Warehouse Manager	Department: Utility—Water/Sewer Operations
Reports to: Lead Foreman—Water/Sewer	Classification: Salary Grade 6
Date Prepared: 11/11/15	Approved by Board: _____

GENERAL POSITION SUMMARY:

The purpose of this position is to manage, direct, and coordinate the activities of the warehouse; coordinate warehouse activities with other departmental personnel; and to provide assistance for auxiliary services. This position must understand the functionality, usage, and demand of the materials used in the departmental operations.

Under the direction of the Lead Foreman, the Warehouse Manager establishes inventory policies and procedures. Exercises, directs, and ensures a safe work environment in the Warehouse area at all times. Coordinates work schedule to ensure timely and effective completion of projects and to ensure timely and efficient delivery of materials to using departmental personnel. Pulls parts orders from warehouse inventory quickly and efficiently for designated use, obtains proper work order account numbers and locations, documents materials taken, and using inventory control computer system, generates invoices for materials removed. Orders parts and materials from outside vendors to maintain adequate inventory quantities are on hand at all times. Using the Internet locates and establishes new vendors to meet criteria of lowest price and availability. The Warehouse Manager must maintain a positive working relationship with outside vendors to ensure the best pricing and availability of materials and may also be required to obtain multiple price quotes in a timely manner.

The Warehouse Manager will perform related duties as assigned and possess the ability to perform the essential functions of the job and will uphold the strictest confidentiality regarding departmental matters.

ESSENTIAL JOB FUNCTIONS:

1. Calculates and plans daily and long term ordering requirements of inventory stock items. Tracks annual changes in requirements in the inventory control system and adjusts inventory levels accordingly.
2. Adapts inventory product lines to meet the needs of the department, including new product research, pricing, ordering, and vendor connections.
3. Properly labels procurement receipts for purchases with account numbers, material use explanation, and other required data.
4. Operates a motor vehicle to assist in carrying out the business of the department and the City.
5. Operates forklift to unload trucks and store materials. Responsible for unloading and receiving materials from vendors, verifying quantity received matches order; verifies quality meets specifications.
6. Input of stock items into automated inventory control system and maintains hard copies in invoice file system.
7. Maintains special projects away from stock inventory items.
8. Cleans and organizes warehouse, storage areas, and yard in an orderly fashion including discarding of trash and pallets, restacking material on pallets, sweeping, mopping, and dusting.
9. Checks trash dumpster levels daily and arranges for dumpster pick-up and exchange.
10. Opens and closes locks and unlocks facilities as needed.
11. Maintains a full line of personal safety equipment and checks equipment to ensure working order.

OTHER FUNCTIONS:

1. Assist with preparation of documents as may be necessary.



2. Perform other duties as assigned or directed.
3. Attend meetings, training, and workshops as may be required.

INTERPERSONAL CONTACTS:

Has regular contact with internal and external sources, including employees, Department Heads, and outside agencies. This position has no supervisory responsibility.

PHYSICAL, MENTAL, & OTHER CAPABILITIES

The job is performed primarily indoors in an warehouse setting. Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 50 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

EDUCATION AND/OR EXPERIENCE REQUIRED:

Graduation from high school or GED equivalent with three years experience in purchasing or warehousing operations, or any equivalent combination of education and experience. Experience in a warehousing operation is preferred. Must be knowledgeable of utility operations and materials associated with utility operations. Considerable knowledge of vendors, bid specifications, ordering procedures and schedules associated with these supplies. Ability to work independently to complete daily activities according to work schedule. Ability to lift heavy objects (up to 50 pounds unassisted), walk and stand for long periods of time, and to perform strenuous physical labor. Must have excellent communications ability, both verbal and written. Must have strong computer usage skills and be proficient in software usage including Word, Excel, and internet search engines and ability to obtain a valid Mississippi Driver's License and acceptable MVR.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute and employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 17, 2015
Page: 1

SUBJECT: Request approval to hire Martesa Bishop to fill the position of Deputy Clerk -Payroll

AMOUNT & SOURCE OF FUNDING: Salary Grade 11, (2080), Annual Salary of \$36,225.00 (\$17.42 per hour)
Line Item Number: 001-142-430-107

FISCAL NOTE:

AUTHORIZATION HISTORY: The Board authorized advertising to fill the Deputy Clerk-payroll position on October 21, 2015.

Martesa Bishop is a Starkville, MS resident. She graduated from Starkville High School. She received a Bachelor of Accountancy and a Bachelor of Business Administration Degree from Mississippi State University. She currently serves as the Accounting Assistant for the City of Starkville. She worked as a Payroll Assistant for Mississippi State University.

REQUESTING DEPARTMENT: City Clerk Department

DIRECTOR'S AUTHORIZATION: Lesa Hardin, CFO/City Clerk

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Move approval to hire Martesa Bishop to fill the position for Deputy Clerk - Payroll in the City Clerk Department. Subject to six (6) month probationary period.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 17, 2015
Page: 1-3

SUBJECT: Request approval to advertise to fill a position for a Deputy Clerk Accounting Assistant in the City Clerk Department.

AMOUNT & SOURCE OF FUNDING: Salary Grade 11, (2080), salary range \$33,497.00 (\$16.10) to \$44,580.00 (\$21.43)
Line Item Number: 001-142-420-105

FISCAL NOTE:

AUTHORIZATION HISTORY: Martesa Bishop is the present Deputy Clerk Accounting Assistant. She applied for and a recommendation has been submitted to the Board of Alderman for her to fill the position of Deputy Clerk-Payroll. Upon approval of the Deputy Clerk-Payroll position the Deputy Clerk Accounting Assistant position will be vacant.

REQUESTING DEPARTMENT: City Clerk Department

DIRECTOR'S AUTHORIZATION: Lesa Hardin, CFO / City Clerk

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Move approval to advertise to fill the vacant position for Deputy Clerk Accounting Assistant in the City Clerk Department. Subject to one year probationary period.



CITY OF STARKVILLE JOB DESCRIPTION

Title: Deputy Clerk—City Accountant/Budget Officer **Department:** City Clerk

Reports to: City Clerk

Classification: Salary Grade 11

Date Prepared: 3/27/14

Approved by Board: _____

GENERAL POSITION SUMMARY:

Under the supervision of the City Clerk, the Deputy Clerk—City Accountant/Budget Officer provides support for department activities with specific responsibility for ensuring that overall fiscal policies, practices and/or regulations meet compliance requirements; completes audits and reviews of departmental processes, procedures and methodologies; develops and monitors internal controls; generates monthly financial reports; conducts audits of internal funds; evaluates the effectiveness of internal controls; maintains the Fixed Asset and associated depreciation schedules; provides monthly detail for General Journal entries; insure proper recording of new purchases and disposals; and ensures the accuracy of departmental assets and inventory records. Performs accounting work involving accurate compilation, preparation, and maintenance of financial data.

The Deputy Clerk—City Accountant/Budget Officer will perform related duties as assigned and possess the ability to perform the essential functions of the job and will uphold the strictest confidentiality regarding departmental matters.

ESSENTIAL JOB FUNCTIONS:

1. Using excellent customer service skills, establishes and maintains effective working relationships with other employees, officials, and all members of the general public.
2. Performs technical and administrative accounting work necessary in maintaining the fiscal records and systems of the City in accordance with generally accepted accounting principles and applicable federal and state governmental accounting standards.
3. Assists the budget committee with budget preparations, including attendance at the budget committee sessions as may be deemed necessary by the budget committee and /or Mayor;
4. Ensures proper maintenance of fixed assets in accordance with generally accepted accounting principles and governmental accounting standards; records, tracks, and monitors all fixed assets and infrastructure of the City from acquisition or construction to disposal or retirement;
5. Maintains the general fixed asset work order system; records adjusting journal entries;
6. Assists in development of year-end asset reports; prepares depreciation schedules; prepares and posts journal entries to the general ledger;
7. Prepares a variety of complex accounting reports and ensures timely completion of monthly, quarterly, and annual standard reports including completion of regular and special request accounting projects;
8. Performs routine system management and maintenance in conjunction with the contractor providing the software
9. Verifies account numbers on reports, journal entries, and purchase requisitions.



10. Verifies source documents for accuracy, completeness, authorization, and coding, as well as proper application of fees, refunds, collections, and discounts in order to verify general ledger balances, reconcile subsystems to the general ledger, and identify accounting system problems or weaknesses.
11. Reconciles accounts, initiates corrective actions, and formulates and recommends system and process changes through evaluation, analysis of problems, and application of accounting theory.

OTHER FUNCTIONS:

12. Assist with preparation of documents for the Board, or others as may be necessary.
13. Perform other duties as assigned or directed.
14. Attend meetings, training, and workshops as may be required.

INTERPERSONAL CONTACTS:

Has regular contact with internal and external sources, including employees, Department Heads, outside agencies, and other governmental agencies. This position has no supervisory responsibility.

PHYSICAL, MENTAL, & OTHER CAPABILITIES

The job is performed primarily indoors in an office setting. Requires the ability to sit, stand, walk, see, and effectively communicate with others for extended periods of time. May be required to lift objects weighing up to 25 pounds without assistance. Must be able to handle multiple tasks or projects simultaneously, work with numerous interruptions, and adjust to changing priorities. Must demonstrate good use of judgment and demonstrate the ability to properly deal with confidential matters. Must use good interpersonal skills.

EDUCATION AND/OR EXPERIENCE REQUIRED:

Minimum requirements: B.S. in Accounting, experience with computer based financial packages, effective communication skills. Must be able to apply and adhere to FERC accounting policies and regulations. Knowledge of Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) statements, theories, and practices. Ability to maintain efficient and effective accounting systems and procedures; ability to accurately account for department funds. Demonstrated analytical and technical/computer skills using accounting systems. Ability to communicate effectively. Ability to work under stress and handle stressful situations. Ability to meet deadlines. Ability to work independently to complete daily activities according to work schedule. Ability to lift heavy objects (up to 25 pounds unassisted). Must have excellent communications ability, both verbal and written. Must have strong computer usage skills and be proficient in software usage including Word, Excel, and internet search engines.

Desired Qualifications: Two (2) or more years related work experience. CPA license.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute and employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 17, 2015
Page: 1

SUBJECT: Request approval to hire Ryan K. Adair to fill the vacant position of Accounting Clerk in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING: Salary Grade 11, (2080), Annual Salary of \$34,502.23 (\$16.59 per hour)

FISCAL NOTE:

AUTHORIZATION HISTORY: The Board authorized advertising to fill an Accounting Clerk position on September 15, 2015.

Ryan Adair is a Columbus, MS resident. She graduated from New Hope High School. She received an Accounting Degree from Mississippi University for Women and an International Business Degree from Southern Miss.

REQUESTING DEPARTMENT: Starkville Utilities Department

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Move approval to hire Ryan K. Adair to fill the vacant position for Accounting Clerk in the Starkville Utilities Department. Subject to one year probationary period.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 17, 2015
Page: 1

SUBJECT: Request approval to hire David Perry to fill the vacant position of Driver in the Sanitation Department

AMOUNT & SOURCE OF FUNDING: Salary Grade 5, (2080), Annual Salary of \$24,356.80 (\$11.71 per hour)

Line Item Number: 022-322-440-114

FISCAL NOTE:

AUTHORIZATION HISTORY: The Board authorized advertising to fill a Driver on February 12, 2015

David Perry is currently serving as a temporary Driver in the Sanitation Department

REQUESTING DEPARTMENT: Sanitation Department

DIRECTOR'S AUTHORIZATION: Emma Gandy, Department Head

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Move approval to hire David Perry to fill the vacant position for Driver in the Sanitation Department. Subject to one year probationary period.



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

AGENDA ITEM DEPT: Board Business
AGENDA DATE: November 17, 2015
Page: 1-1

SUBJECT: Consideration of approval of 2016 Holiday Schedule for the City of Starkville

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY: The schedule as presented below includes the same holidays as current year, with the inclusion of Columbus Day to make a total of twelve (12) holidays. The proposed schedule is as presented:

2016 Holiday Schedule

New Year's Day	1st of January	Friday, January 1, 2016
Martin Luther King Jr.	3rd Monday in January	Monday, January 18, 2016
President's Day	3rd Monday in February	Monday, February 15, 2016
Good Friday	Friday before Easter	Friday, March 25, 2016
Memorial Day	Last Monday in May	Monday, May 30, 2016
Independence Day	4th of July	Monday, July 4, 2016
Labor Day	1st Monday in September	Monday, September 5, 2016
Columbus Day	2nd Monday in October	Monday, October 10, 2016
Thanksgiving Holidays	Thanksgiving Day and day after	Thurs & Fri, November 24 & 25, 2016
Christmas Holidays	Christmas Eve & Christmas Day	Friday, Dec 23 & Monday, Dec 26, 2016

REQUESTING DEPARTMENT: Board Business

DIRECTOR'S AUTHORIZATION: Board of Aldermen

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Move approval of the proposed 2016 Holiday Schedule for the City of Starkville as presented.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 11/17/15
PAGE: 1 of 5

SUBJECT: Request board authorization to send Corporal Josh Wilson and Sgt. Shane Kelly to a NRA Law Enforcement Select Fire Rifle Instructor School in Florence, Alabama, December 7-11, 2015. It is further requested that the City Clerk's office be authorized to issue checks to cover cost incurred by this training.

AMOUNT & SOURCE OF FUNDING: Total educational and travel expenses is \$2,333.95 to be paid from line item **001-230-690-552**.

FISCAL NOTE: Tuition for both officers totals \$1190.00 and is payable to the National Rifle Association. There is a total range fee of \$90.00 payable to University of North Alabama Public Safety. Lodging for both will be in the amount of \$493.95 and is payable to the Holiday Inn. Per Diem for each officer will be in the amount of \$51.00 per officer per day (\$38.00 on the first and last day of travel) for a total of \$280.00 per officer, payable individually to Josh Wilson and to Shane Kelly.

AUTHORIZATION HISTORY: These officers are two of four previously certified law enforcement firearms instructors. This is a course that will enable them to instruct in additional weapon disciplines that will enhance our department's readiness.

**REQUESTING
DEPARTMENT:** Police

**DIRECTOR'S
AUTHORIZATION:** Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Chief R. Frank Nichols

SUGGESTED MOTION:

Move approval of the authorization for Corporal Josh Wilson and Sgt. Shane Kelly to attend NRA Select Fire Rifle Instructor Training in Florence, Alabama with the advance travel checks issued in the total amount of \$2,333.95 from line item 001-230-690-552.

R. FRANK NICHOLS
CHIEF OF POLICE



TELEPHONE
662-323-4135

To: Chief of Police via Chain of Command

From: Corporal Josh Wilson

Date: October 26, 2015

Re: Firearm Instructor School

I am requesting that Sgt. Kelly and I be allowed to attend the National Rifle Association Select Fire Instructor Course in Florence, Alabama. Our instructor certifications are about to expire and this course will allow us to recertify as instructors for three more years. This will allow the department to stay current with State Standards and CALEA. The certification also allows the National Rifle Association to support our instruction and training program in the event an officer is involved in a shooting. Thank you for your consideration.

Class Dates: December 7-11, 2015

Associated Cost: Tuition is \$595.00 per officer payable to the NRA

Range Fee is \$45.00 per officer payable to the University of North Alabama Public Safety

Lodging is \$98.79 per night including non-exempt taxes payable to Holiday Inn

Ammunition Requirements: 3000 rifle training rounds

200 handgun training rounds

*Preregistration is required for this training with limited slots available. We are requesting to preregister for this course as soon as possible in order to assure acceptance into the course.

10/26/2015

SW

TO
JCT

RZ

Select-Fire Instructor

This school is designed for the select-fire firearm with full-automatic capability and applies to both submachine guns and rifles. Classroom presentations cover how to teach basic fundamentals of marksmanship, handling, zeroing, practical range drill development, and liability issues. Range work covers marksmanship, operating techniques, use of cover, various firing positions, pivots and turns, use of the safety circle concept, reloading under stress, firing on the move, multiple threats, decision-making, reduced light threat identification and firing, semi-automatic, burst and automatic firing trigger control, and handgun transition techniques. Students design a tactical course of fire and are responsible for developing a lesson plan and running fellow students through their course at the end of the week.

In addition to the above mentioned equipment, the following are ALSO necessary for this school:

- Duty-type, law enforcement select-fire rifle or submachine gun capable of being fired single shot and full-auto, equipped with a sling.
- At least three magazines with a capacity of 20 rounds or more.
- 1,500 rounds of duty or training rifle ammunition.
- 100 rounds of duty or training handgun ammunition.

Training Schedule

December - 2015			
12/07/2015 - 12/11/2015	Select-Fire Instructor Range Fee: \$45.00	Florence, AL	Slots Available: 9
12/07/2015 - 12/11/2015	Precision Rifle Instructor Range Fee: None	Las Vegas, NV	Slots Available: 17
12/07/2015 - 12/11/2015	Tactical Shotgun Instructor Range Fee: \$80.00	Richmond, CA	Slots Available: 17

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FY 2016 M&IE Breakdown

FY 2016 M&IE Breakdown

Historical M&IE Rates

Per Diem Rates

Per Diem Rates

Per Diem Rates (Continental)

Per Diem Rates (BlackBerry File Download)

FY 2016 Meals and Incidental Expenses (M&IE) Breakdown

The separate amounts for breakfast, lunch and dinner listed in the chart are provided should you need to deduct any of those meals from your trip voucher. For example, if your trip includes meals that are already paid for by the government (such as through a registration fee for a conference), you will need to deduct those meals from your voucher. Refer to [Section 301-11.16 of the Federal Travel Regulation](#) for specific guidance on deducting these amounts from your per diem reimbursement claims for meals furnished to you by the government. Other organizations may have different rules that apply for their employees; please check with your organization for more assistance.

The table lists the six M&IE tiers in the lower 48 continental United States (currently ranging from \$51 to \$74). If you need to deduct a meal amount, first determine the location where you will be working while on official travel. You can look up the location-specific information at www.gsa.gov/perdiem. The M&IE rate for your location will be one of the six tiers listed on this table. Find the corresponding amount on the first line of the table (M&IE Total) and then look below for each specific meal deduction amount.

The table also lists the portion of the M&IE rate that is provided for incidental expenses (currently \$5 for all tiers).

Total	Continental Breakfast/ Breakfast	Lunch	Dinner	It
\$51	\$11	\$14	\$23	\$5
\$54	\$12	\$13	\$24	\$5
\$59	\$13	\$15	\$26	\$5
\$64	\$15	\$16	\$28	\$5
\$69	\$16	\$17	\$31	\$5
\$74	\$17	\$18	\$34	\$5

This table lists the amount federal employees receive for the first and last calendar day of travel. The first and last calendar day of travel is calculated at 75 percent.

Total	First & Last Day of Travel
\$51	\$38.25
\$54	\$40.50
\$59	\$44.25
\$64	\$48.00
\$69	\$51.75
\$74	\$55.50

Looking for the foreign and outside the continental United States (OCONUS) breakdown chart? Visit [FTR Appendix B](#). (Note: Appendix B breakdowns do not apply to any locations in the continental United States; use the table listed above.)

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QUESTIONS

For all travel policy questions, email travelpolicy@gsa.gov



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**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 11-17-2015
PAGE: 1 of 1

SUBJECT: Request authorization for Pedro Yera to attend a Crime Scene Investigation Class

AMOUNT & SOURCE OF FUNDING: \$728.00

LINE ITEM 001-230-690-552

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

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

SUGGESTED MOTION:

Request authorization for Pedro Yera to attend a Crime Scene Investigation class in Biloxi, Ms., December 7-9, 2015. We are requesting advance travel.

Registration fee:	295.00
Hotel:	237.00
Per Diem:	196.00
Total	728.00



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 11-17-15
PAGE: 1 of 1

SUBJECT: Remove 3 Taser X26 from city inventory

AMOUNT & SOURCE OF FUNDING: N/A

LINE ITEM N/A

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

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE: OCTOBER 20, 2015

SUGGESTED MOTION:

REQUEST AUTHORIZATION TO REMOVE 3 TASER X 26 FROM CITY INVENTORY. THEY ARE
BROKEN AND CAN NOT BE REPAIRED.

SERIAL NUMBER
X00-561262
X00-561854
X00-429965



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

AGENDA ITEM DEPT.:
AGENDA DATE: 11-17-15
PAGE:

SUBJECT: REQUEST AUTHORIZATION TO ALLOW ONE POLICE OFFICER TO BE ASSIGNED TO WORK WITH THE US MARSHAL TASK FORCE AT THE DISCRETION OF THE POLICE CHIEF. SEE ATTACHED MEMO.

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** STARKVILLE POLICE DEPT

**DIRECTOR'S
AUTHORIZATION:** R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

REQUEST AUTHORIZATION TO ALLOW ONE POLICE OFFICER TO BE ASSIGNED TO WORK WITH THE US MARSHAL TASK FORCE AT THE DISCRETION OF THE POLICE CHIEF. SEE ATTACHED MEMO



U.S. MARSHALS INVESTIGATIVE OPERATIONS DIVISION

Gulf Coast Regional Fugitive Task Force

The United States Marshals Service is the federal government's primary agency for fugitive investigations. As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the United States Marshals Service (USMS) has been granted authority to direct and coordinate permanent Fugitive Task Forces consisting of federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The Marshal Service has developed a premier task force model using a collaborative multi-agency approach to combine federal, state and local law enforcement agencies with one common goal to locate and arrest the most dangerous fugitives.

Task forces prioritize non-federal felony fugitives which include targeted state and local fugitives with offenses involving: homicide, kidnapping, sexual assault, robbery, other assault, threats, arson, extortion, burglary, home invasion, carjacking, drugs (manufacture, sale and distribution), sex offenses, obscenity, cruelty toward child/spouse, obstructing the police, flight (escape), weapon offenses, gang-related crimes, crimes against persons, and obstructions of justice. These cases in which the USMS has held the primary arresting authority and cases arguably have the greatest impact on public safety, making them a fugitive apprehension priority.

The Marshals Service has sixty district task forces and seven Congressionally-funded Regional Fugitive Task Forces (RFTF) that are located in Gulf Coast, New York/New Jersey, Pacific Southwest, Great Lakes, Capital Area, Southeast, and Florida/Caribbean regions dedicated to violent crime reduction by locating and apprehending wanted criminals.

Risk mitigation and officer safety remains essential for the task force operations. With the continued efforts of task force personnel to arrest violent offenders, ongoing training is imperative to ensure officer safety and risk mitigation remain a high priority for task force partners while ensuring public safety.

Marshal Service's fugitive task force are able to support their state and local law enforcement partners not only with investigative assistance, but also by providing overtime compensation, equipment, vehicles, technical assistance, financial and electronic surveillance, foreign field office support, and training.

More specifically the Gulf Coast RFTF has offices located in the following locations: Birmingham- HQ Office, Huntsville, AL, Montgomery, AL, Mobile, AL, Gulfport, MS, Jackson, MS, Oxford, MS, Memphis, TN, Jackson, TN, and New Orleans, LA.

Full-time Task Force Officers are state and local police officers that receive special deputation from the Marshals. While on a task force, these officers can exercise U.S. Marshals authorities, such as crossing jurisdictional lines. Task Force Officers fulfill a vital role and are responsible for being the fugitive investigative subject matter expert for their parent agency.

Task Force Officer Duties:

- Investigation and apprehension of fugitives, and assisting state and local law enforcement agencies in the location of suspects involved in violent crimes who are actively seeking to avoid apprehension and prosecution.
- Responsible for directing and managing criminal investigations.
- Developing and coordinating with witnesses and confidential sources, etc.
- Development of operational plans for warrant service.
- Joint task force participation.
- Surveillance operations.
- Make high risk entries into residences to locate and arrest violent offenders.
- Maintain good physical condition and be tactically sound.
- Maintain a background clearance in order to be provided access to USMS offices, records, and computer systems.
- Normal schedule of 08:30 a.m. to 5:00 p.m. Monday through Friday. Available to work unscheduled overtime, before office hours, after office hours and on weekends.
- Routinely work outside their parent agencies jurisdictional boundaries.
- Be available for extended travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business (travel costs reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations).
- Assigned and work in a team environment investigating cases assigned to them and assist other team members with their cases.
- Developed relationships with other agencies and gathering warrants from these agencies.
- Responsible for adhering to the USMS Code of Professional Responsibility demonstrating the highest standards of personal and moral conduct expected of law enforcement officers and other government employees on and off duty.

U.S. Department of Justice
United States Marshals Service

**Application for Special Deputation/
Sponsoring Federal Agency Information**

1. Applicant Name (Last, First, MI):		2. Date of Birth		3. Social Security Number:	
4. Employer:					
5. Employer Address - Street:			6. City:		7. State:
9. Work Telephone:			10. E-mail Address:		
11. Job Title:				12. Job Series (If Federal Employee):	
☐ Yes ☐ No 13. I am a citizen of the United States (includes naturalized citizen).					
☐ Yes ☐ No 14. I am employed full-time by a federal, state, local or tribal law enforcement agency, or an agency approved by the DOJ.					
☐ Yes ☐ No 15. I have successfully completed the following basic law enforcement training program or military equivalent (EXCEPTION: Executive Office of United States Attorney). If not, state what course you have completed that is (FLETC) comparable and provide documentation and/or certificate of completion: Academy : _____ Course Name: _____ Location (City, State): _____ Completion Date (Month/Year): _____					
☐ Yes ☐ No 16. I had a 5-year break in law enforcement, however, I have completed a law enforcement refresher course within the past year of signing this application (attach certificate): Agency : _____ Course Name: _____ Location (City, State): _____ Completion Date (Month/Year): _____					
☐ Yes ☐ No 17. I have at least one year of basic law enforcement experience to include general arrest authority. (If no general arrest authority, provide letter explaining what your authority was or is.) Agency: _____ Location (City, State): _____ Dates (Month/Year - Month/Year): _____					
☐ True ☐ False 18. I have not been convicted of a crime of domestic violence as defined in Title 18 U.S.C. Section 922 (g)(9) Lautenberg Amendment.					
☐ Yes ☐ No 19. I have qualified with my primary authorized firearm. Give full description (firearm manufacturer) model, caliber): Description: _____ Qualification Date (Month/Day/Year): _____ (Qualification date must be within 6 months of application date.)					
☐ Yes ☐ No 20. I have read and I agree to comply with the deadly force policy of either my agency or the Department of Justice.					
☐ Yes ☐ No 21. I have included a copy of my employer's authorization letter stating that they concur with my participation and that the applicant has no internal investigations pending within the organization.					
To be completed by Protection Details only (person/building/assets/artifacts, etc.):					
☐ Yes ☐ No 22. I have successfully completed the following basic protective services training program. If not, state what course you have completed that is (FLETC) comparable and provide documentation and/or certificate of completion. Course Name: _____ Location (City, State): _____ Completion Date (Month/Year): _____ (Attach certificate.)					
23. I certify that the above statements are true and accurate. (False or fraudulent information knowingly provided on this form is criminally punishable pursuant to federal law, including Title 18 U.S.C. Section 1001.)					

Signature of Applicant: _____ Date: _____

1. Sponsoring Agency Name:		2. Sponsoring District:	
3. Name of Sponsor:		4. Agency Phone Number:	
5. Sponsoring Agency Address - Street:	6. City:	7. State:	8. ZIP Code:
9. Name of District Contact:		10. Telephone:	11. E-mail Address:
12. Name of Sponsored Applicant:		13. Applicant Employer:	
14. Type of Request: D First Time D Renewal (Must be submitted 60 days prior to expiration date) - Exp. Date (MM/YY): _____			
15. State sole purpose of Special Deputation. Explain the need and justification for the deputation, to include the name of the task force, operation, or special project.			

☐ Yes	☐ No	16. I have reviewed the Application for Special Deputation / Sponsoring Federal Agency Information (Form USM-3A) submitted by the applicant for Special Deputation and verify that the statements submitted by the applicant are true and correct.
☐ Yes	☐ No	17. I have ensured the applicant has read and understood the current deadly force policy from the Sponsoring Agency or from the Department of Justice.
☐ Yes	☐ No	18. I have included a copy of the applicant's employer's authorization letter stating that they concur with the applicant's participation and that the applicant has no internal investigations pending within his/her organization .
☐ Yes	☐ No	19. USMS ONLY - I have attached a copy of the favorable adjudication memorandum from the Personnel Security Branch (PSB) and the date of adjudication . (MANDATORY for unescorted access to USMS space and use of IT systems.) Date (Month/Day/Year) :
☐ Yes	☐ No	20. USMS ONLY - I have provided the applicant with a copy of the Memorandum of Understanding (MOU) between the USMS and the applicant's employer.

Signature of Chief, Special Deputation Unit: _____ Date: _____

INSTRUCTIONS TO COMPLETE THIS FORM

1. Applicants must be provided with a copy of the U.S. Marshals Service deadly force policy from the sponsoring agency or from the Department of Justice.
 2. Applicants must be sponsored by a Federal Law Enforcement Agency.
 3. Renewal requests must be received 60 days prior to the expiration of the current Special Deputation expiration date.
 4. Complete all fields. Type or print legibly in blue or black ink. If no response is necessary or applicable, indicate this on the form (for example, enter "None" or "NIA").
 5. Any changes that you make to this form after you sign it must be initialed and dated by you. Under certain limited circumstances, USMS may modify the form consistent with your intent.
 6. You must use U.S. Postal Service 2-letter state abbreviations when you fill out this form. Do not abbreviate the names of cities or foreign countries.
 7. All telephone numbers must include area codes.
 8. Provide a copy of the applicant's employer authorization letter on official letterhead. The letter must indicate that the employer concurs with the employee's participation and that the applicant has no pending internal investigations with the organization.
-

Privacy Act Statement

The authority for collection of the information on this form is 28 CFR subpart T, 0.112, 28 U.S.C. 561 through 569. The USMS is authorized to deputize selected persons to perform the functions of a Deputy U.S. Marshal whenever the law enforcement needs of the USMS so require, to provide courtroom security for the Federal judiciary, and as designated by the Associate Attorney General pursuant to 28 CFR 0.19(a)(3). This form serves as a record of the special deputations granted by the USMS to assist in tracking, controlling and monitoring the Special Deputation Program. Your Social Security number is requested as an additional identifier pursuant to Executive Order 9397. Disclosure of the information on this form is voluntary, however, failure to provide the information may result in your disqualification for special deputation.

This form may be routinely disclosed: To a federal, state or local law enforcement agency regarding that agency's USMS deputized employees; Where a record, either alone or in conjunction with other information, indicates a violation or potential violation of law - criminal, civil, or regulatory in nature - the relevant records may be referred to the appropriate federal, state, local, territorial, tribal, or foreign law enforcement authority or other appropriate entity charged with the responsibility for investigating or prosecuting such violation or charged with enforcing or implementing such law; and as otherwise provided in USMS Privacy Act system of records notice Justice/USM-004, Special Deputation Files, 72 FR 33515 (June 18, 2007).

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. Marshals Service, Attn: TOD-Special Deputation Unit, 2604 Jefferson Davis Highway, Alexandria, VA 22301.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

United States Marshals Service

Regional Fugitive Task Force - Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the

Starkville Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR OJ 11. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (*See also*) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (*See also*) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (*See also*) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the RFTF (Regional Fugitive Task Force). Cases will be adopted by the RFTF at the discretion of the RFTF Chief Inspector. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The RFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the RFTF Chief Inspector prior to assignment to the RFTF. Agency personnel may be removed at any time at the discretion of the RFTF Chief Inspector.

Direction and coordination of the RFTF shall be the responsibility of the USMS RFTF Chief Inspector. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF personnel, may be established at the discretion of the RFTF Chief Inspector and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS RFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the RFTF Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the RFTF involved **in** joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the RFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official RFTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the RFTF shall be retained by the agency in the RFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the RFTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the RFTF Chief Inspector and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquiries will be referred to the RFTF Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF Chief Inspector.

RFTF: **Gulf Coast Regional Fugitive Task Force**

United States Marshal or RFTF Commander:

Dan Wertheimer

Print Name

Signature

11/03/2015

Date

Participant Agency:

Name: **Starkville Police Department**

Location (City & State): **Starkville, MS**

Phone: **662-323-4134**

Participant Agency Representative:

Frank Nichols, Chief

Print Name & Title

Signature

11/03/2015

Date

Assistant Director, Investigative Operations Division:

Derrick Driscoll

Print Name

Signature

Date



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 11-17-2015
PAGE: 1 of 1

SUBJECT: Request authorization to purchase a SUV all-wheel drive

AMOUNT & SOURCE OF FUNDING: \$26,281.00

LINE ITEM 002-251-740-570 (DARE fund)

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

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING:

DEADLINE:

SUGGESTED MOTION:

Request authorization to purchase a SUV all-wheel drive. The vehicle will be purchased with monies in the DARE fund. The state contract price is \$26,281.00.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: SUV Large Utility All Wheel Drive, 4 Door, Police Pursuit

VENDOR: Butch Oustalet Ford

ITEM NO.: 071-8046050-8

MAKE/MODEL Ford Police Interceptor Utility AWD K8A

ENGINE: 3.7L V-6 Ti-VCT FFV

PRICE INCLUDING STATE INSPECTION STICKER AND TITLE FEE: \$25,572.00

Miles Per Gallon

City 15

Hwy 20

Combr 17

Contract No: 8200021685

Butch Oustalet Ford

9274 Hwy 49

Guilford, MS 39503

E-mail: butchoustalet@gmail.com

Phone: 228-863-5525 ext 231

Toll Free: 800-880-2446

Erich Anderson

Fax: 866-594-7169

LIST FACTORY COLORS AVAILABLE AT NO CHARGE: Medium Brown, Arizona Beige, Smokestone, Kodiak Brown, Blue Jeans, Dark Toreador Red, Norsesea Blue, Dark Blue, Royal Blue, Light Blue, Silver Gray, Ebony Black, Sterling Gray, Ingot Silver, Oxford White,

White

Medium Titanium

DEFAULT COLOR IS WHITE IF NO COLOR IS SELECTED

ITEM	OPTION CODE	DEALER COST	OPTION CODE	REQ.
List optional engines:				
3.5L EcoBoost V-6 (365hp, 350 ft lbs torque)	99T	\$3,106		

Transmission, 6 speed auto	INC			
Brakes, 4 Wheel Disc w/Anti-Lock	INC			
Traction Control	INC			
HD Radiator w/Engine & Trans. Oil Coolers	INC			
Exhaust, Dual	INC			
Full Size Conventional Spare Tire & Wheel	INC			
Air Conditioning, Single Zone Manual	INC			
Enhanced PTU Cooler for EcoBoost Engine	52B	\$2,553	99T	
Power Windows, w/Rear Window Disable	INC			
Power Locks, w/Autolock (locks when in gear)	INC			
Steering Wheel, Tilt w/Speed & Audio Controls	INC			
Radio, AM/FM/CD w/Digital Clock	INC			
Daytime Running Lights	942	\$39		
Power Adjustable Pedals	INC			
Seating, Cloth Front Bucket/Cloth Rear Bench	FW	INC		
Seating, Power Driver Seat (6-way w/Lumbar)	INC			
Seating, Intrusion Plates in Front Seatbacks	INC			
Overhead Console w/Sunglass Holder	INC			
Heavy Duty TPE Vinyl Floor Covering	INC			
Air Bags, (Dual Front, Side, Rollover Curtain)	INC			
Work Task Light, 1st Row	INC			
Cargo Storage Vault	63V	\$213		
SYNC Hands Free Communications	53M	INC		
Spotlight, Left Side, Incandescent Bulb	51V	INC		
Noise Suppression Bonds	60R	INC		
Auto Headlamps	86L	\$89		
LED Spot Light Upgrade - Whelen Bulb	51T	\$179		
Dual LED Spot Lights - Whelen Bulbs	51V	\$393		

ITEM	OPTION CODE	DEALER COST	OPTION CODE	REQ.
Int. Upgrade Pkg. (Console, Carpeting, Mats)	65U	\$341		
Carpet Floor Covering, 1st and 2nd Row	16C	\$110	16C	
Seating, Cloth Front Bucket/Vinyl Rear Bench	9W	(\$53)	9W	
Spotlight Delete, (deletes Left Side Spotlight)	<51Y>	(\$187)		
Courtesy Lamp Disable when any door opens	43D	\$17	43D	
Dome Light, Red/White in Cargo Area	17T	\$45	17T	
Deflector Plate	76D	\$292		
Roof Rack Side Rails	68Z	\$136		
Pre-Wire for Grill Lamp, Siren & Speaker	60A	\$45		
Two Tone Pkg #1 - White Roof & 4 Doors	91A	\$733		
18" Aluminum Wheels (Pursuit Rated)	64E	\$415		
Rearview Camera - Display in Mirror	87R	N/C		
Rearview Camera - Display in Center Console	INC			
Full Wheel Covers	65L	\$53		
Remappable (4) Switches on Steering Wheel	61S	\$136		
Hidden Door Lock Plunger/Rear Handle Inop	52P	\$140		
Rear Windows Inop, (deletes Rear Switch)	18W	\$30		
Keyed Alike (1435, 1284, 0135, 0576, 1111)	597	\$45		
Ballistic Door Panels, Left Front Door Only	90D	\$1,384		
Ballistic Door Panels, Both Front Doors	90E	\$2,766		
BLIS, Blind Spot Monitoring/Rear View Cam	55B/21B	\$641		
Lockable Gas Cap for Capless Fuel Filler	19L	\$17	19L	
Remote Keyless Entry	595	\$227	595	
Reverse Sensing System	76R	\$240	76R	
Auxiliary Air Conditioning	17A	\$532		
Police Interceptor Badge Delete	16D	N/C		
100 Watt Siren/Speaker (inc bracket & pigtail)	18X	\$262		
Headlamp Lighting Pkg (front wig-wag lights)	66A	\$743		
Tailamp Lighting Pkg (rear flashing tail lights)	66B	\$371		

DARE
VEH

Base Price \$25,572.00
Options 709.00
Purchase Price \$26,281.00



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 11-17-15
PAGE: 1 of 11

SUBJECT: The Starkville Police Department is requesting permission to submit an application with the Office of Highway Safety in relation to a 100% reimbursable grant in the area of funding for Overtime enforcement in the amount of \$20,000, Funding for LEL Luncheons during the Click it or Ticket Campaign, and Equipment in the area of (1) Radar for a Motor Unit. This funding is in the amount of \$23,673.60.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: Office of Highway Safety if the application is approved "as is" will reimburse funds as they are expended and claimed.

AUTHORIZATION HISTORY: Annual Grant

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Lt. Shawn Word 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to submit an application with the Office of Highway Safety in the area of Police Traffic Safety in the amount of \$23,673.60 which would be 100% reimbursable.

FY17 MOHS GRANT APPLICATION

Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

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

mohs@dps.ms.gov

1. Applicant Name: City of Starkville Police Department Mailing Address: 101 E. Lampkin St. Starkville, Ms 39759 Telephone: 662-323-4131 FAX: 662-324-4016 E-Mail: sword@cityofstarkville.org	2. Date: 11-2-2015 3. Beginning and Ending Dates: October 1, 2016 thru September 30, 2017 4. Subgrant Payment Method: ☒ Cost Reimbursement Method 5. DUNS # - 782430557 6. Congressional District- MS03																																				
7. Program Title: Enforcement Overtime for Speed, Child Restraint, and Seat Belt violations/LEL Network Lunches/ Equipment																																					
8. The following funds will be proposed for FY17 funding:																																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;">A. COST CATEGORY</th> <th colspan="2" style="text-align: left;">B. SOURCE OF FUNDS</th> </tr> </thead> <tbody> <tr> <td>(1) Personal Services-Salary</td> <td style="text-align: right;">\$20,000.00</td> <td>(1) Federal</td> <td style="text-align: right;">\$23,673.60</td> </tr> <tr> <td>(2) Fringe: (PI&E, College & Universities, State Agencies Only)</td> <td></td> <td>(2) State</td> <td></td> </tr> <tr> <td>(3) Contractual Services</td> <td style="text-align: right;">\$800.00</td> <td>(3) Local</td> <td></td> </tr> <tr> <td>(4) Travel</td> <td style="text-align: right;">\$873.60</td> <td>(4) Other</td> <td></td> </tr> <tr> <td>(5) Equipment</td> <td style="text-align: right;">\$2,000.00</td> <td></td> <td></td> </tr> <tr> <td>(6) Commodities</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(7) Indirect Costs</td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$23,673.60</td> <td>TOTAL</td> <td style="text-align: right;">\$23,673.60</td> </tr> </tbody> </table>		A. COST CATEGORY		B. SOURCE OF FUNDS		(1) Personal Services-Salary	\$20,000.00	(1) Federal	\$23,673.60	(2) Fringe: (PI&E, College & Universities, State Agencies Only)		(2) State		(3) Contractual Services	\$800.00	(3) Local		(4) Travel	\$873.60	(4) Other		(5) Equipment	\$2,000.00			(6) Commodities				(7) Indirect Costs				TOTAL	\$23,673.60	TOTAL	\$23,673.60
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10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President) for Jurisdiction to Apply:	MOHS USE Only:																																				
Signature Date Print Name: Parker Wiseman Title: Mayor, City of Starkville																																					

Problem Identification:

Location:

This section must be filled out completely for all project applications.

City Name:	Starkville, MS
County Name:	Oktibbeha County
Surrounding Counties:	Webster, Clay, Lowndes, Winston, Choctaw, Noxubee
Troop District:	District 5

Number of Square Miles:	25.7
Number of Population:	24,886
Major Roadways in the Area:	Hwy 12, Hwy25, Hwy82, Hwy 182, Hwy 389

Problem Identification Summary:

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, college/universities, factories, community events, alcohol related establishments, etc.

Please limit to 350 words for the Problem Identification Summary.

During the school year, Starkville hosts thousands of visitors for various reasons including college sporting events, concerts, business events and festivals, such as Down in the District and Bulldog Bash. Estimated attendance at the Bulldog Bash, held in September 2014, was 35,000. During the past year, additional bar and club establishments have been opened, and cold beer sales were approved. Bar hours were extended on the weekends as well in recent years. With the wide variety of the types of clubs, the nightlife in Starkville has grown exponentially. In addition to festivals, concerts, rallies and sporting events, Starkville has a ever-revolving population of students, ranging in ages 17-24. The increased number of residents and visitors along with the extended club hours has increased the number of seat belt tickets consistently over the past years.

Prior to the full implementation of traffic assisted grants in the city, Starkville as well as the county saw between 5-10 fatalities on a yearly basis. Since the assistance of the grants that are utilized by our department, we are seeing these numbers drop to between 0-2 for the last 5 years. When talking with those in the community it is obvious that the work done in relation to Seat Belt usage is being taken seriously. These people comment on the fact that if caught not wearing a seat belt, a citation is most likely the outcome if seen by an officer on patrol in our city.

In the past years, to assist more with traffic violations, Starkville added two officers that will be the first in 20 years to start back up the Motor Cycle Unit. Two Motor Cycles were purchased and after training two officers for this unit, they began to focus more on the problems related to traffic. With all of this our department is seeing a steady decline in collisions mainly in part of the efforts of our officers in apprehending those impaired and enforcing safety belt restraints through education and citations. These officers comment on the fact that the main citation that they issue is in relation to Seat Belt offenses.

Problem Identification
Total Number of Citations 2012-2014

This section must be filled out completely for all project applications. Continuation grants, please provide “grant” funded citation information. If data is unavailable, please insert (NA) for not available.

Agency Citation Data Totals	2012	2013	2014	Total:
All Traffic Citations	11,691	8,840	8,848	29,379
Agency Speed Citations	1,638	1,191	1,268	4,097
Agency Seatbelt Citations	2,879	1,806	1,824	6,509
Agency Child Restraint Citations	273	183	139	595
Agency DUI Arrests (Alcohol)	467	347	366	1180
Agency DUI-Other (Drug)	6	6	8	20

Grant Funded Citation Data Totals-Continuation Grants ONLY	2012	2013	2014	Total:
Grant Funded Speed Citations	N/A	N/A	N/A	N/A
Grant Funded Seatbelt Citations	532	770	928	2,230
Grant Funded Child Restraint Citations	40	32	37	109
Grant Funded DUI Arrests (Alcohol)	N/A	N/A	N/A	N/A
Grant Funded DUI Other (Drug)	N/A	N/A	N/A	N/A

Numbers in relation to grant funded citations reflect the OP Grant awarded to SPD during these years. FY15 SPD received the first PTS grant for the department.

Total Public Information and Education Presentations:

This section must be filled out completely for all project applications. Continuation grants, please provide “grant” funded presentation information. If data is unavailable, please insert (NA) for not available.

PI& E Efforts	2012	2013	2014	Total:
Presentations Given	12	1	11	33
# of People Reached	800	800	800	2,400
Evaluations Received	0	0	UNKNOWN (STARS)	0

Proposed Target, Performance Measure and Strategies to be achieved during FY17:

{See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period}.

Target for Enforcement Project:

The jurisdiction/agency of Starkville will (maintain) the number of (speed) injuries from 1 in 2013 to 1 by the end of 2017.

The jurisdiction/agency of Starkville will (reduce) the number of (speed) crashes from 26 in 2013 to 24 by the end of 2017.

The jurisdiction/agency of Starkville will (maintain) the number of (speed) fatalities from 0 in 2013 to 0 by the end of 2017.

The jurisdiction/agency of Starkville will (reduce) the number of (unbelted) injuries from 11 in 2013 to 10 by the end of 2017.

The jurisdiction/agency of Starkville will (reduce) the number of (unbelted) crashes from 19 in 2013 to 17 by the end of 2017.

The jurisdiction/agency of Starkville will (maintain) the number of (unbelted) fatalities from 1 in 2013 to 1 by the end of 2017.

Target for PI & E Project:

The jurisdiction/agency of N/A will attribute to (reduce or maintain) the number of (alcohol related, drug impaired, unbelted or speed) injuries from _____ in 2013 to _____ by the end of 2017.

The jurisdiction/agency of N/A will attribute to (reduce or maintain) the number of (alcohol related, drug impaired, unbelted or speed) crashes from _____ in 2013 to _____ by the end of 2017.

The jurisdiction/agency of N/A will attribute to (reduce or maintain) the number of (alcohol related, drug impaired, unbelted or speed) fatalities from _____ in 2013 to _____ by the end of 2017.

Performance Measures for Enforcement Project:

(Increase or Maintain) the number of grant funded Speed citations by ___% from _____ in FY14 to 120 in FY17.
Numbers reflect OP Grant, PTS Grant began FY15

(Maintain) the number of grant funded Seatbelt citations by ___% from 928 in FY14 to 928 in FY17.
Numbers reflect OP Grant, PTS Grant began FY15

(Maintain) the number of grant funded Child Restraint citations by ___% from 37 in FY14 to 37 in FY17.
Numbers reflect OP Grant, PTS Grant began FY15

Performance Measures for PI & E Project:

Increase or Maintain) the number of grant funded (unbelted or speed) related presentations by 33% from 15 in FY14 to 20 in FY17.

Strategies for Project:

- Conduct at least 4 checkpoints during year. (Enforcement Only)

If more is needed we will conduct additional checkpoints. However, we have found that violators as they approach the DL Checkpoint put their seatbelts on prior to arriving at the checkpoints

- Conduct at least 24 saturation patrols during year. (Enforcement Only)

FY17 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant:

Name of Chief/Sheriff/Partner:	Name of Project Director:
Chief R. Frank Nichols	Lt. Shawn Word
Phone Number:	Phone Number:
662-323-4131	662-323-4131
Email Address:	Email Address:
r.nichols@cityofstarkville.org	sword@cityofstarkville.org

Name of Financial Manager:	Name of Signatory Official:
Assistant Chief John C. Thomas	Mayor Parker Wiseman
Phone Number:	Phone Number:
662-323-4231	662-323-2525
Email Address:	Email Address:
johncthomas@cityofstarkville.org	p.wiseman@cityofstarkville.org

Name of LEL Project Director/Co-Project Director:
Lt. Shawn Word
Phone Number:
662-323-4131
Email Address: sword@cityofstarkville.org

FY17 Proposed Program Coordination:

Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement.

*Unallowable Personnel Expenses for FY17: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY17 for law enforcement agencies. During FY17, grant administrators and/or grant personnel will not be allowable personnel expenses for law enforcement agencies. Law Enforcement personnel must be kept to a full time officer(s) and overtime expenses for those that are performing law enforcement duties within the law enforcement agency.

Personnel Title:	% of Time	Hourly Salary	# of Hours	Total of Time
Overtime for Enforcement	100	25.00 avg	800	\$20,000.00

We are requesting funding in the area of Overtime enforcement for areas such as Child Restraint Violations, Speed violations and finally with Seat Belt offenders. Our agency in relation to Child Restraint works diligently in both enforcement and education of these offenses. However in the past we are finding that more and more motorist are using Child Restraints and these violations are not easy to locate. With Seat Belt and Speed our department issued these citations as well when seen and still sees a large number of violations mainly due to the revolving population that our jurisdiction sees.

Fringe Amounts (PI&E, College and Universities and State Agencies Only)

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item:	%	Total
N/A			
Total Fringe:			

FY17 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also include a cost estimate for all contractual needs (rental, shipping costs, etc.). (Based on current state and federal guidelines) For non-law enforcement applications that will be applying for grant funds such as rent, indirect costs, etc. Cost allocations must be included with the application request.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month	Total Costs of Expenses:
1 LEL Lunch during CIOT campaign	1 Luncheon for the quarter in relation of the Click it or Ticket National Campaign	\$800.00
Total Contractual Service Expense:		\$800.00

Contractual Services Justification:

The Starkville Police Department currently employs one of the nine LEL's located throughout the State of MS. With this, we are requesting funding for one lunch to be able to better serve the surrounding area of Starkville. This will allow multiple Law Enforcement agencies to gather in one place and strengthen the communication between agencies as well as discuss current trends in relation to restraints and speed involved incidents and crashes and other factors as they relate to the safety of the highways and roads in the area.

FY17 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also include a cost estimate for all travel needs (airfare, hotel, per diem, mileage, parking, baggage and other travel related expenses). (Based on current state and federal guidelines).

Type of Travel	Number of People	Cost:	Total:
STARS	2	436.80	873.60
Total Travel Expense:			873.60

Travel Justification:

Over the past two years the LEL assigned to Starkville PD has presented at the STARS conference held in the state. As well through the training gained from this conference our officers are able to return to Starkville with better and more up to date ways of conducting law enforcement.

FY17 Proposed Equipment:

List all equipment request for which you will be requesting for FY16. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment.

All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>
- Breath Alcohol Measurement Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>
- Calibrating Units for Breath Alcohol Testers(Only 154/405D/402PTS)
http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf
- Radar Speed –Measuring Devices (Only 402PTS)
<http://www.nhtsa.gov/people/injury/enforce/SpeedMeasure/radarcpldec162002.htm>
- Lidar Speed-Measuring Devices (Only 402PTS)
<http://icsw.nhtsa.gov/people/injury/enforce/SpeedMeasure/lidarcpldec162002.pdf>

Unallowable equipment for FY17: Guns, Ammunition, Uniforms, Vehicles, Body Armor, Body Cameras.

Type of Equipment:	# Requested:	Cost Per Item:	Line Total:
Radar for Motor Officer	1	2000.00	2000.00
Total Equipment Expense:			2000.00

Equipment Justification:

The units currently being used by the department are no longer made and are non repairable by the company. Funds are not available to the department for a upgrade in units. We are requesting one radar unit for only the assigned Motor officer to aid in stops for violations as they relate to speed. These stops can, at times, bring with it a multitude of violations.

FY17 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also include a cost estimate for all additional grant expenses (mouthpieces, tape, office supplies, etc.). (Based on current state and federal guidelines)

Type of Commodity Expenses:	Quantity	Price of Commodity:	Total of Expense:
N/A			
Total of Commodity Expenses:			

Commodity Expenses Justification:

FY17 Proposed In-Direct Costs:

List all proposed indirect costs for which you will be requesting for FY16.

List All Indirect Costs:	Amount of Indirect Costs:
N/A	
Total of Indirect Costs:	

Indirect Cost Justification:

FY17 Match Amounts:

List all Match items and amounts that the agency will use as match for FY16.

List All Match Items:	Amount of Match Amounts:
N/A	

Total of Match Amounts:	

Mississippi Office of Highway Safety

MOHS FY17 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY17 MOHS Grant Application, must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY17 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. The following compliance certifications and assurances will be included in the Grant Agreement.



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 11-17-15
PAGE: 1 of 11

SUBJECT: The Starkville Police Department is requesting permission to submit an application with the Office of Highway Safety in relation to a 100% reimbursable grant in the area of funding for 2 DUI officer Salaries, Equipment in the form of (1) radar, LEL Network funds for luncheons, and Overtime for enforcement in DUI offenses for a total requested amount of \$98,356.34

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: Office of Highway Safety if the application is approved "as is" will reimburse funds as they are expended and claimed.

AUTHORIZATION HISTORY: Annual Grant

**REQUESTING
DEPARTMENT:** Starkville Police Department

**DIRECTOR'S
AUTHORIZATION:** Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Lt. Shawn Word 662-323-4131

SUGGESTED MOTION:

Move approval for the Police Department to submit an application with the Office of Highway Safety in the area of DUI enforcement and education in the amount of \$98,356.34 which would be 100% reimbursable.

FY17 MOHS GRANT APPLICATION

Mississippi Office of Highway Safety

1025 North Park Drive

Ridgeland, MS 39157

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

mohs@dps.ms.gov

1. Applicant Name: City of Starkville		2. Date: 10-19-2015	
Mailing Address: 101 East Lampkin St. Starkville, Ms 39759		3. Beginning and Ending Dates: October 1, 2016 thru September 30, 2017	
Telephone: 662-323-4131		4. Subgrant Payment Method: <u>X</u> Cost Reimbursement Method	
FAX: 662-324-4016		5. DUNS # - 782430557	
E-Mail: sword@cityofstarkville.org		6. Congressional District- MS03	
7. Program Title: DUI Officer/ DUI Overtime/ LEL Network			
8. The following funds will be proposed for FY17 funding:			
A. COST CATEGORY		B. SOURCE OF FUNDS	
(1) Personal Services-Salary	\$89,827.94	(1) Federal	\$98,356.34
(2) Fringe: (PI&E, College & Universities, State Agencies Only)		(2) State	
(3) Contractual Services	\$2,400.00	(3) Local	
(4) Travel	\$3,878.40	(4) Other	
(5) Equipment	\$2,000.00		
(6) Commodities	\$250.00		
(7) Indirect Costs			
TOTAL	\$98,356.34	TOTAL	\$98,356.34
9. The applicant agrees to operate the program outlined in this application in accordance with all provisions as included herein. The following sections are attached and incorporated into this application:			
Project Identification Travel Commodities Match Amounts (If Applicable)		Proposed Countermeasures Equipment Indirect Costs	
All policies, terms, conditions, and provisions in the application provided to applicants, are also incorporated into this agreement, and applicant agrees to fully comply herewith.			
10. Approved Signature of Authorized Official (Mayor/Board of Supervisor President) for Jurisdiction to Apply:		MOHS USE Only:	
Signature _____ Date _____			
Print Name: Parker Wiseman, Mayor, City of Starkville Title:			

Problem Identification:

Location:

This section must be filled out completely for all project applications.

City Name:	City of Starkville
County Name:	Oktibbeha County
Surrounding Counties:	Webster, Clay, Lowndes, Winston, Choctaw, Noxubee
Troop District:	District 5
Number of Square Miles:	25.7
Number of Population:	24,886
Major Roadways in the Area:	Hwy 12, Hwy 25, Hwy 182, Hwy 82, Hwy 389

Problem Identification Summary:

Please provide a detailed problem identification description for the location that the grant will seek funding, such as high speed areas, college/universities, factories, community events, alcohol related establishments, etc. **Please limit to 350 words for the Problem Identification Summary.**

During the year, Starkville is host to thousands of visitors for various reasons including college sporting events, concerts, and festivals. Art and music festivals, such as Bulldog Bash, also bring a large number of visitors to the area. Estimated attendance at the Bulldog Bash, held in October 2014, was 34,000. During the past years, more bar and club establishments have been opened, cold beer sales were approved by the board of aldermen and bar hours were extended on the weekends as well in recent years. With the wide variety of the types of clubs, the nightlife in Starkville has grown and multiplied. In addition to festivals, concerts, rallies and sporting events, Starkville has become known as a place of rest and relaxation. Whether attending an event or relaxing and vacationing in town, the increased number of residents and visitors along with the extended club hours has increased the number of tickets and DUI citations consistently over the past years.

Prior to the full implementation of traffic assisted grants in the city, Starkville as well as the County saw between 5-10 fatalities on a yearly basis. Since, the assistance of the grants utilized by our department, we are seeing these numbers drop to between 0-2 for the last 5 years. Most violators have commented on the fact that they normally stay outside the city limits of Starkville because there is an understanding that if you are caught in the city of Starkville driving impaired that you will be arrested and convicted.

In recent years we have seen a drastic increase with those under the influence of either illegal or prescription narcotics. With this new trend SPD sent two officers to training in the field of Drug Recognition. This additional knowledge has helped in identifying those driving impaired for either alcohol or narcotics. More times than not we are finding offenders who are both alcohol and narcotic influenced. Many times this rules out the need for a full blown Drug Recognition. However, these officers are able to inform the arresting officer what he is under the influence of.

Problem Identification

Total Number of Citations 2012-2014

This section must be filled out completely for all project applications. Continuation grants, please provide “grant” funded citation information. If data is unavailable, please insert (NA) for not available.

Agency Citation Data Totals	2012	2013	2014	Total:
All Traffic Citations	11691	8840	8848	29,379
Agency Speed Citations	1638	1191	1268	4097
Agency Seatbelt Citations	2879	1806	1824	6509
Agency Child Restraint Citations	273	183	139	595
Agency DUI Arrests (Alcohol)	467	347	366	1180
Agency DUI-Other (Drug)	6	6	8	20

Grant Funded Citation Data Totals-Continuation Grants ONLY	2012	2013	2014	Total:
Grant Funded Speed Citations	376	194	356	926
Grant Funded Seatbelt Citations	346	156	181	683
Grant Funded Child Restraint Citations	50	27	21	98
Grant Funded DUI Arrests (Alcohol)	404	260	306	970
Grant Funded DUI Other (Drug)	0	6	3	9

Total Public Information and Education Presentations:

This section must be filled out completely for all project applications. Continuation grants, please provide “grant” funded presentation information. If data is unavailable, please insert (NA) for not available.

PI& E Efforts	2012	2013	2014	Total:
Presentations Given	12	10	11	33
# of People Reached	800	800	800	2400
Evaluations Received	0	0	UNKNOWN (STARS)	0

Presentations such as defensive driving, STARS presentations, Speaking to Sororities and Fraternities, MSU Football Team, etc it is estimated for these numbers.

Proposed Target, Performance Measure and Strategies to be achieved during FY17:

{See Grant Funding Guidelines for information on correct format and information needed under this section. Must be specific, measureable (include hard numbers from previous year), detailed outline of program activities and projected achievements during grant period}.

Target for Enforcement Project:

The jurisdiction/agency of _Starkville_ will (maintain) the number of (drug impaired) injuries from __2__ in 2013 to __2__ by the end of 2017.

The jurisdiction/agency of _Starkville_ will (reduce) the number of (drug impaired) crashes from __5__ in 2013 to __4__ by the end of 2017.

The jurisdiction/agency of _Starkville_ will (maintain) the number of (drug impaired) fatalities from __1__ in 2013 to __1__ by the end of 2017.

The jurisdiction/agency of _Starkville_ will (maintain) the number of (alcohol related) injuries from __2__ in 2013 to __2__ by the end of 2017.

The jurisdiction/agency of _Starkville_ will (reduce) the number of (alcohol related) crashes from __23__ in 2013 to __18__ by the end of 2017.

The jurisdiction/agency of _Starkville_ will (maintain) the number of (alcohol related) fatalities from __1__ in 2013 to __1__ by the end of 2017.

Target for PI & E Project:

The jurisdiction/agency of _____N/A_____ will attribute to (reduce or maintain) the number of (alcohol related, drug impaired, unbelted or speed) injuries from _____ in 2013 to _____ by the end of 2017.

The jurisdiction/agency of _____N/A_____ will attribute to (reduce or maintain) the number of (alcohol related, drug impaired, unbelted or speed) crashes from _____ in 2013 to _____ by the end of 2017.

The jurisdiction/agency of _____N/A_____ will attribute to (reduce or maintain) the number of (alcohol related, drug impaired, unbelted or speed) fatalities from _____ in 2013 to _____ by the end of 2017.

Performance Measures for Enforcement Project:

(Increase) the number of grant funded DUI by _4_% from __306__ in FY14 to __330__ in FY17.

(Increase) the number of grant funded DUI/Other/Impaired by _33_% from __3__ in FY14 to __4__ in FY17.

Performance Measures for PI & E Project:

Maintain the number of grant funded (alcohol related, drug impaired) related presentations by _33_% from __15__ in FY14 to __20__ in FY17.

Strategies for Project:

- Conduct at least __8__ checkpoints during year. (Enforcement Only)
- Conduct at least __20__ saturation patrols during year. (Enforcement Only)

FY17 Proposed Program Coordination:

If grant is awarded, please identify the following persons that will be working on grant activities and will be responsible for the grant:

Name of Chief/Sheriff/Partner: Chief R. Frank Nichols	Name of Project Director: Lieutenant Shawn Word
Phone Number: 662-323-2700	Phone Number: 662-323-4131
Email Address: r.nichols@cityofstarkville.org	Email Address: sword@cityofstarkville.org

Name of Financial Manager: Assistant Chief John C. Thomas	Name of Signatory Official: Mayor Parker Wiseman
Phone Number: 662-323-4131	Phone Number: 662-323-2525
Email Address: johncthomas@cityofstarkville.org	Email Address: p.wiseman@cityofstarkville.org

Name of LEL Project Director/Co-Project Director: Lieutenant Shawn Word
Phone Number: 662-769-4425
Email Address: sword@cityofstarkville.org

FY17 Proposed Program Coordination:

Proposed Project Staff for Grant Responsibilities:

Submit information for proposed project staff that will be funded with federal funds under the grant agreement.

*Unallowable Personnel Expenses for FY17: Fringe benefits (FICA & Retirement) and health insurance will not be allowable personnel expenses during FY17 for law enforcement agencies. During FY17, grant administrators and/or grant personnel will not be allowable personnel expenses for law enforcement agencies. Law Enforcement personnel must be kept to a full time officer(s) and overtime expenses for those that are performing law enforcement duties within the law enforcement agency.

Personnel Title:	% of Time	Hourly Salary	# of Hours	Total of Time
DUI Officer #1	100	15.66	2229.5	34,913.97
DUI Officer #2	100	15.66	2229.5	34,913.97
DUI Enforcement Overtime	100	25.00	800	20,000.00
Total				

We are requesting funding in two areas. The first, being the grant funded DUI officers which is a continuation from years past. Our department has a revolving population of minors between the ages of 17-24 which is one of the highest at risk ages for Drinking and Driving. These two officers EVERY year have been inducted to the DUI 100 Club and 200 Club as a result of their efforts. This problem within our community is new every January and August when new students arrive at the local campus. The request for overtime is to aid in these efforts with, sometimes large details for checkpoints through out the city or saturation patrols on large weekends.

Fringe Amounts (PI&E, College and Universities and State Agencies Only)

Submit information for proposed fringe amounts per project staff that will be funded with federal funds under the grant agreement.

Personnel:	Fringe Item:	%	Total
Total Fringe:			

Fringe will be paid for by the department on the two DUI officers assigned.

FY17 Proposed Contractual Services Expenses:

Include a detailed assessment of contractual services within the program area in which you will be applying. Also include a cost estimate for all contractual needs (rental, shipping costs, etc.). (Based on current state and federal guidelines) For non-law enforcement applications that will be applying for grant funds such as rent, indirect costs, etc. Cost allocations must be included with the application request.

Type of Contractual Service Expenses:	Quantity/Amount of Service/Amount per Month	Total Costs of Expenses:
3 LEL Lunches during DSOGPO campaign	1 Luncheon per quarter for three quarters / \$800 per luncheon	\$2,400.00
Total Contractual Service Expense:		\$2,400.00

Contractual Services Justification:

The Starkville Police Department currently employs one of the nine LEL's located throughout the State of MS. With this, we are requesting funding for three lunches to be able to better serve the surrounding area of Starkville. This will allow multiple Law Enforcement agencies to gather in one place and strengthen the communication between agencies as well as discuss current trends in relation to Drugs, alcohol, and other contributing factors as they relate to the safety of the highways and roads in the area.

FY17 Proposed Travel Expenses:

Include a detailed assessment of travel needs within the program area in which you will be applying. Also include a cost estimate for all travel needs (airfare, hotel, per diem, mileage, parking, baggage and other travel related expenses). (Based on current state and federal guidelines).

Type of Travel	Number of People	Cost:	Total:
STARS/Gratuity/taxes	3	436.80	1310.40
In State Training	2	200.00	400.00
GHSA Conference	1	2168.00	2168.00
Total Travel Expense:			3,878.40

Travel Justification:

Over the past two years the LEL assigned to Starkville PD has presented at the STARS conference held in the state. As well through the training gained from this conference our officers are able to return to Starkville with better and more up to date ways of conducting law enforcement.

In State training in alcohol related fields allows our DUI officers to continue to stay up to date with the various trends that are being seen. We are requesting to attend one approved in state training conference to continue the training that these officers see.

Finally our department would like to be able to send the LEL assigned to the department to the Governors Highway Safety Conference held in 2017.

FY17 Proposed Equipment:

List all equipment request for which you will be requesting for FY16. If any equipment is requested in the application that is over \$5,000.00, please include quotes for the equipment, equipment descriptions and a through explanation of the use of the equipment.

All equipment must be approved by MOHS and/or NHTSA and be included on the Conforming Product List (CPL) and must be used specifically for the purposes for which is purchased. CPL list can be found at:

- Alcohol Screening Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14582.pdf>
- Breath Alcohol Measurement Devices: (Only 154/405D/402PTS)
<http://www.gpo.gov/fdsys/pkg/FR-2012-06-14/pdf/2012-14581.pdf>
- Calibrating Units for Breath Alcohol Testers(Only 154/405D/402PTS)
http://www.dot.gov/sites/dot.dev/files/docs/20121022_CPL_Calibrating_Units.pdf
- Radar Speed –Measuring Devices (Only 402PTS)
<http://www.nhtsa.gov/people/injury/enforce/SpeedMeasure/radarcpldec162002.htm>
- Lidar Speed-Measuring Devices (Only 402PTS)
<http://icsw.nhtsa.gov/people/injury/enforce/SpeedMeasure/lidarcpldec162002.pdf>

Unallowable equipment for FY17: Guns, Ammunition, Uniforms, Vehicles, Body Armor, Body Cameras.

Type of Equipment:	# Requested:	Cost Per Item:	Line Total:
Radar for DUI Officer	1	2000.00	2000.00
Total Equipment Expense:			2000.00

Equipment Justification:

The units currently being used by the department are no longer made and are non repairable by the company. Funds are not available to the department for a upgrade in units. We are requesting one radar unit for only the assigned DUI officer to aid in stops for violations of DUI offenders.

FY17 Proposed Commodities:

Include a detailed assessment of other grant expenses within the program area in which you are applying. Also include a cost estimate for all additional grant expenses (mouthpieces, tape, office supplies, etc.). (Based on current state and federal guidelines)

Type of Commodity Expenses:	Quantity	Price of Commodity:	Total of Expense:
Mouthpieces for Portable Breath Testers	1000	.25	250.00
Total of Commodity Expenses:			250.00

Commodity Expenses Justification:

The City of Starkville is requesting funding for mouth pieces in relation to our Portable Breath Testers. These funds will assist our department with proper confirmation for those with out training in Field Sobriety as well as those that are underage DUI violators with a low BAC.

FY17 Proposed In-Direct Costs:

List all proposed indirect costs for which you will be requesting for FY16.

List All Indirect Costs:	Amount of Indirect Costs:
N/A	
Total of Indirect Costs:	

Indirect Cost Justification:

FY17 Match Amounts:

List all Match items and amounts that the agency will use as match for FY16.

List All Match Items:	Amount of Match Amounts:
N/A	
Total of Match Amounts:	

The Starkville Police Department will be paying the Fringe Amount attached to the Salaries as well

Mississippi Office of Highway Safety

MOHS FY17 Application Submission

The application submitted to the MOHS is a request for funds. Funding is based on funds available to the MOHS through federal and state funds. Application requests received are not guaranteed and will be subject to be adjusted as funding is available.

Each application will be reviewed by the MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. The proposed targets, performance measure and strategies are also reviewed for effectiveness and efficiency.

Applications received from continuation grant agencies will be reviewed by MOHS staff and management for application completeness, data provided, citation information, budget requests of personnel, contractual services, travel, equipment and other expenses requested to enhance the already existing program. Grants will also be funded based on the review of past grant performance of meeting targets and performance measures, expenditure of previous grant funds and information from program documentation and assessments.

The MOHS grant program is a data driven program and all applications must represent a need and the ability to help reach the State's target and performance measures to help reduce fatalities, crashes and injuries.

Submission of A-133 Financial Audit

All applicants for the FY17 MOHS Grant Application, must submit a copy of the most recent A-133 financial audit from the requesting agency. If the A-133 financial audit is not included with the grant application, the application will not be considered for funding eligibility.

Incomplete Applications:

If all sections of this Application are not filled out, documentation provided and/or justifications provided, this Application will not be considered for review and/or approval. This includes missing signatures.

Agreement of Understanding and Compliance:

The Agreement of Understanding and Compliance documents will be attached within the FY17 Grant Agreement. The Applicant will be required to sign all compliance documents upon receipt of the finalized Grant Agreement between the State, MOHS and applicant. The following compliance certifications and assurances will be included in the Grant Agreement.

YOUR TRIP TO:

Cabot Lodge Jackson Millsaps

**2 HR 7 MIN | 127.6 MI**

Trip time based on traffic conditions as of 2:46 PM on November 11, 2015. Current Traffic:



Start out going northwest on Highway 389/MS-389 toward Fire Station Rd.

Then 1.05 miles



Turn left to take the US-82 Byp ramp.

If you are on Highway 389 and reach Sudduth Rd you've gone about 0.4 miles too far.

Then 0.31 miles



Merge onto US-82 W.

Then 0.64 miles



Take the MS-25 S exit toward Louisville.

Then 0.99 miles



Merge onto Highway 25 Byp.

Then 8.08 miles



Highway 25 Byp becomes Highway 25 S.

Then 22.63 miles



Highway 25 S becomes MS-25/Stockyard Rd.

Then 0.10 miles



Merge onto MS-25.

Then 14.92 miles



Stay straight to go onto Highway 25 S/MS-25. Continue to follow Highway 25 S.

Then 68.90 miles



Highway 25 S becomes MS-25.

Then 8.80 miles



Stay straight to go onto Lakeland Dr.

Then 0.59 miles



CEFCO FOOD STORE #543 is on the right.

Then 0.15 miles



Turn **slight left** onto N State St.

Schimmels is on the corner.

Then 0.44 miles



Cabot Lodge Jackson Millsaps, 2375 N STATE ST is on the right.

Your destination is just past E Woodrow Wilson Ave.

If you reach Riverside Dr you've gone about 0.1 miles too far.

Use of directions and maps is subject to our [Terms of Use](#). We don't guarantee accuracy, route conditions or usability. You assume all risk of use.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

SANITATION & ENVIRONMENTAL SERVICES

NAME: EMMA GANDY
DATE: December 2-3, 2015
DEPARTMENT: SES
FUND: 022-322-610-350
PURPOSE OF TRIP: MDEQ Class I Landfill Certification Training

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$97.00
TRAVEL (POV): \$146.74
TRAVEL (COV): \$
HOTEL: \$178.00 (MAKE PAYABLE TO: Cabot Lodge-Millsap)
REGISTRATION: -0-
TOTAL: \$421.74

REQUESTED BY

VERIFIED BY

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
12/1/2015			\$23.00	\$5.00	\$28.00
12/2/2015	\$6.00	\$12.00	\$23.00	\$5.00	\$46.00
12/3/2015	\$6.00	\$12.00	--	\$5.00	\$23.00
TOTAL:	\$12.00	24.00	\$46.00	\$15.00	\$97.00

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
11/1/2015	CITY HALL STARKVILLE	CABOT LODGE - JACKSON	127.60	.575	73.37
10/28/2015	CABOT LODGE - JACKSON	CITY HALL STARKVILLE	127.60	.575	73.37
TOTAL:			255.20	.575	\$146.74

HOTEL ACCOMIDATIONS:

NAME	CHECKIN DATE	ROOM RATE	# OF NIGHTS	TOTAL	CONFIRMATION #
CABOT LODGE-JACKSON	12/1/2015	\$89.00	2	178.00	195283



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

AGENDA ITEM NO:
AGENDA DATE: November 17, 2015
PAGE: 1 of 1

SUBJECT: Request authorization for Starkville Utilities to advertise for source of supply bids for electric department material for the period January 1, 2016 through June 30, 2016.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to advertise for source of supply bids for the period January 1, 2016 through June 30, 2016 for the Electric division.



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

AGENDA ITEM NO:
AGENDA DATE: November 17, 2015
PAGE: 1 of 1

SUBJECT: Request authorization for Starkville Utilities to enter into a pole attachment license agreement with Telepak Networks, Inc.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to enter into a pole attachment agreement with Telepak Network, Inc.

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into the ____ day of November, 2015 (the "Effective Date"), by and between the **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi (hereinafter called "Licensor"), and **TELEPAK NETWORKS, INC.**, a Mississippi corporation ("Licensee"). Licensor and Licensee are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains Structures (as hereinafter defined) in the City of Starkville, Mississippi, and Oktibbeha County, Mississippi; and

WHEREAS, Licensee intends to expand its fiber optic network by developing, constructing, installing, and operating one or more fiber optic routes in the City of Starkville, Mississippi and Oktibbeha County, Mississippi area; and Licensee desires to use certain of Licensor's Structures in furtherance of same; and

WHEREAS, Licensee desires to place certain lines, attachments, and/or apparatus ("Licensee Equipment") on certain Structures of Licensor, for the limited purpose of the transmission of signals in compliance with any and all local, state, and federal regulations, provided that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where, in Licensor's judgment, safety will not be adversely affected; and

WHEREAS, Licensor is willing to permit Licensee to use its Structures in consideration of the covenants and agreements set forth in this Agreement and upon and subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and terms and conditions herein contained, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

"Actual Costs" means the actual amount spent by a Party in performing certain obligations under this Agreement including, but not limited to, Licensor's Actual Costs of making its Joint Use Poles ready for Licensee's Attachments.

"Agreement" means this Agreement and all extensions, amendments and modifications hereof, together with all attachments, appendices and schedules.

"Attachment" is any piece of Licensee's Equipment installed on Licensor's Structures.

“Joint Use Pole” means a pole conforming to the latest specifications of the American National Standards Institute (“ANSI”) upon which space is provided under this Agreement for the attachments of Licensor and Licensee on the same pole at the same time.

“NEC” means National Electrical Code, as amended.

“NESC” means National Electrical Safety Code, as amended.

“Plans” means the design and construction plans for the Attachments to be installed along the Route.

“Pole contact” is defined as any Attachment of Licensee’s on the poles of Licensor.

“Route” means the specific route(s) upon which Licensee’s Attachments will be located, and as further depicted in the Plans.

“Structures” means wood, concrete or metal poles or any combination thereof and steel lattice transmission towers and any other related facilities owned and/or controlled by Licensor, including but not limited to Joint Use Poles as defined herein.

“Usable Space” means the space on a utility pole above the minimum grade level which can be used for the attachment of wires, cables, and associated equipment, and which includes space occupied by Licensor.

“Unusable Space” means the space on a utility pole below the Usable Space including the amount required to set the depth of the pole.

2. SPECIFICATIONS

(a) Licensor hereby grants to Licensee a royalty-free, non-exclusive license to install, construct, monitor, repair, maintain, and operate Attachments on the Structures located along the Route, as further described herein. Licensor shall have the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any of the Structures covered by this Agreement, and Licensor shall have the right to continue and extend any such rights or privileges heretofore granted.

(b) The Structures covered by this Agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the NEC, NESC, the Occupational Safety and Health Act (“OSHA”), the Tennessee Valley Authority (“TVA”), any governing authority having jurisdiction, and the rules and practices of Licensor as set forth in Exhibit “A”.

(c) Provided any such change is in compliance with applicable law, Licensor may amend Exhibit A by providing thirty (30) days written notice to Licensee of any such changes.

(d) No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any Structure of Licensors, except such tag or insignia which shows Licensee to be the Licensee or lessee of such Structure and not the owner thereof, and then only after obtaining the written consent of Licensors.

(e) The strength of Structures covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the NESC assumed for the area in which they are located.

(f) Any unbalanced loading of Licensors's Structures caused by the placement of Licensee's Attachments shall be properly guyed and anchored by Licensee, at no expense to Licensors.

3. ESTABLISHING JOINT USE OF POLES

(a) Before the Licensee shall make use of any of the Licensors's Structures under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "B" *APPLICATION AND PERMIT FOR USE OF STRUCTURES* (the "Application"), and shall comply with the procedures set forth in this section.

(b) Within thirty (30) days after the receipt of such application, Licensors shall notify Licensee in writing whether the Application is approved or rejected. If rejected the Licensors shall specify the reasons therefor and include all relevant information supporting its denial, and shall explain how such evidence and information relate to the denial of access for reasons of lack of capacity, safety, reliability, or engineering standards as specified by the rules of the Federal Communications Commission ("FCC").

(c) After the receipt of notice from Licensors regarding the approved Application, Licensee shall furnish Licensors detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the Structures of Licensors to be used jointly, the number and character of the Attachments to be placed on such Structures, any rearrangement of Licensors's fixtures and equipment necessary for joint use, any relocations or replacements of existing Structures, and any additional Structures which may be required. Licensors shall, on the basis of such detailed construction plans and drawings, submit to Licensee within forty-five (45) days of receipt a cost estimate (based on Licensors's method of computing its Actual Costs) for all changes which may be required in each such pole line. Upon written notice by Licensee to Licensors of approval of the cost estimate and payment of said cost estimate to Licensors, Licensors shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Upon completion of the necessary changes, Licensors will reimburse Licensee for any amounts in excess of the Actual Costs or provide a detailed invoice to Licensee for any additional amounts owed by Licensee in excess of the cost estimate which was previously paid by Licensee. Upon completion of all necessary changes, Licensee shall have the right to use the Structures jointly and to make Attachments in accordance with the terms of the Application and of this Agreement. Licensee shall, at its own expense, make Attachments in such manner as not to interfere with the service of Licensors, and shall place guys and anchors to substation any unbalanced loads caused by its Attachments.

(d) Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the Actual Cost of making such changes. The obligations of Licensee shall not be limited to amounts shown on estimates made by Licensor. Costs include, but are not limited to, materials, labor, engineering, supervision, overheads, and tree trimming. Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading. An itemized statement of the Actual Cost of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon.

(e) All Structures jointly used under this Agreement shall remain the property of Licensor, and any payments made by Licensee for changes in Structures under this Agreement shall not entitle Licensee to ownership of any of said Structures. Licensee shall acquire no right, title or interest in or to the Structures.

(f) Licensee will retain ownership of its Attachments to be installed along the Route, and Licensor shall acquire no right, title or interest in or to the Attachments.

(g) Licensor will provide nondiscriminatory access to any of Licensor's Structures. Notwithstanding the foregoing obligation, Licensor may deny Licensee access to Licensor's Structures on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes as permitted by the rules of the FCC.

4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

(a) Each Party shall at all times comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties under this Agreement.

(b) Licensor does not warrant or assure to Licensee any right-of-way privilege or easements; and if Licensee shall at any time be prevented from placing or maintaining its Attachments on Licensor's Structures for those reasons, no liability shall attach to Licensor. Each Party shall be responsible for obtaining its own easements and right-of way.

5. MAINTENANCE OF STRUCTURES, ATTACHMENTS AND RIGHT-OF-WAY

(a) Licensor shall, at its own expense, inspect and maintain the Structures in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce, or repair such Structures as are determined to be defective.

(b) Whenever right-of-way considerations or public regulations make relocation of a Structure necessary, such relocation shall be made by Licensor at its own expense, except each Party shall bear the cost of transferring its own attachments.

(c) Whenever it is necessary to replace or relocate a Structure, Licensor shall give written notice of such relocation to a specified Licensee contact pertaining to the Structure modified or changed. Licensee will have sixty (60) days from receipt of the written notice to make appropriate changes or transfer Attachments to the Structure. If transfers are not made within sixty (60) of receipt of the notice, then a charge of fifty dollars (\$50.00) per day will be assessed to Licensee until the necessary transfers are made. Licensor will not be liable for any damages incurred during the period taken for Licensee to make appropriate transfers.

(d) Except as otherwise provided in (c) of this Section, each Party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the Parties as may be mutually agreed upon and only with written authorization from Licensor.

(e) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of Licensor. Licensor agrees that, upon written notification from Licensee, it will replace any pole that has become unserviceable, which will be determined at the sole discretion of Licensor.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES

(a) Should Licensor need, for its own service requirements or for changes it is required to make as a result of any governmental mandate, the space occupied by Licensee's Attachments on any of Licensor's Structures, then Licensor will notify Licensee in writing at least thirty (30) days in advance of the proposed removal date. Licensee shall remove its Attachments at its expense prior to the proposed removal date. Licensee shall be entitled to reimbursement of its Actual Costs of removal paid to Licensor by any governmental entity.

(b) In any case where facilities of Licensor or third parties are required to be rearranged on the Structures to accommodate the Attachments of Licensee, Licensee shall reimburse Licensor and any third party for their Actual Costs incurred to rearrange their facilities.

(c) Whenever it is necessary to replace or change the location of a Joint Use Pole, over which Licensee has no control, Licensor shall, before making such change, give at least thirty (30) days prior written notice to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its Attachments. Licensee shall thereafter be permitted to place its Attachments on the relocated or replaced Joint Use Pole.

(d) In the event of any changes contemplated under Sections 6(a), (b), or (c), Licensee shall pay the entire Actual Cost of any removal, transfer or installation of its Attachments.

(e) Licensee may at any time remove its Attachments from any Structure(s) of Licensor, but shall immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removals.

7. INDEMNIFICATION AND INSURANCE

(a) Licensee shall indemnify, protect, and save harmless and insure Licensor from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement, removal or attachment of Licensee's Attachments to Licensor's Structures or by the proximity of Licensee's Attachments to the facilities of Licensor, or any act of Licensee, its agents and employees on or in the vicinity of Licensor's Structures. This duty to indemnify shall survive the termination of this Agreement.

(b) Licensee shall cause to be issued and maintained during the Term of this Agreement insurance coverage of the types and in the amounts set forth below, as applicable:

Type of Insurance Limit

General Liability (including General Aggregate contractual liability) written Prod./Comp. Op. Agg. on an occurrence basis Personal & Adv. Injury	\$2,000,000/Aggregate \$1,000,000/Occurrence
Automobile Liability, including Combined Single Limit any auto, hired auto and non-owned autos	\$2,000,000/Aggregate \$1,000,000/Occurrence
Excess Liability, Umbrella Form	\$2,000,000/Aggregate/Occurrence
Workers' Compensation Each Accident	\$500,000

8. ABANDONMENT OF JOINT USE POLES

If Licensor desires at any time to abandon any Joint Use Pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon said Structure. Licensee will remove its Attachments prior to the date of abandonment. If, at the expiration of said period, Licensor shall have no attachments on such Structure but Licensee shall not have removed all of its Attachments, such Structure shall become the property of Licensee, and Licensee shall hold harmless Licensor from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such Structure or any Attachments; and shall pay to Licensor a sum equal to the present value in place of such abandoned Structure(s), or such other equitable sum as may then be agreed upon between the Parties, and Licensor shall provide Licensee with a properly authorized bill of sale for such Structure(s).

9. RENTALS, CHARGES AND RATES

(a) In consideration of the license described in Section 2 above and the other covenants, terms and conditions contained in this Agreement, Licensee agrees to pay an annual fee to Licensor for each Structure utilized by Licensee along the Route as described in Section 19

herein. On or about December 31 of each year, the Parties, acting in cooperation, shall tabulate the total number of Structures to which Attachments of Licensor are attached as of the preceding day. This tabulation shall indicate the number of Structures on which rentals are to be paid. The rentals shall be computed on the basis of Twenty-Seven Dollars (\$27.00) per annum for each Structure and will increase at a rate of Three Percent (3%) each year thereafter.

(b) The yearly rental period covered by this Agreement shall be the twelve month period between January 1 and December 31. Licensor shall invoice Licensee for rent on an annual basis on or about February 1 of each year during the Term. Rent is due and payable within thirty (30) days of receipt of invoice. The annual rental fee per Structure shall apply to any Attachments made or removed during the year. The annual rental fee for the first year of the Term of this Agreement shall be prorated based on day Licensee's construction plans are approved by Licensor.

(c) In the event that Licensee requires a source of electrical energy for power supply to a cable system or otherwise which constitutes a part of the licensed Attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.

(d) All other amounts payable under this Agreement, such as for erection, rearrangement, relocation or abandonment, shall be due to payable within thirty (30) days of receipt of an invoice from Licensor by Licensee.

(e) No refund of any Attachment rental fee will be paid on account of any voluntary termination or surrender of an Attachment by Licensee. If Licensor terminates an Attachment for any reason other than Licensee's uncured default, then Licensor shall refund to Licensee a pro-rata portion of the annual rental fee paid as of the date of termination of the Attachment.

10. DEFAULTS

(a) If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after receipt of written notice from Licensor to correct such noncompliance or default, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the Structures to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.

(b) If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, Licensor may elect to do such work, and Licensee shall reimburse Licensor for its Actual Costs.

(c) If Licensor shall fail to comply with any provisions of this Agreement and shall fail to correct such noncompliance within thirty (30) days of receipt of written notice from Licensee, then Licensee may (i) terminate this Agreement and receive a refund of all prepaid rental fees paid, and/or (ii) pursue any and all remedies it may have at law or in equity.

(d) If either Party defaults in any of its obligations under this Agreement and it becomes necessary for the other Party to obtain the services of an attorney, who is not a salaried employee of said Party, to enforce such obligations, then the defaulting Party agrees to pay any and all attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations.

11. UNAUTHORIZED ATTACHMENT

(a) If any of Licensee's Attachments for which no license has been issued shall be found attached to Licensor's Structures, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within fifteen (15) days after the date of receipt of written or oral notification from Licensor of the unauthorized Attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized Attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.

(b) No act or failure to act by Licensor with regard to said unauthorized Attachment shall be deemed as ratification or the licensing of the unauthorized Attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations, and responsibilities of this Agreement from its inception in regard to said unauthorized Attachment.

12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the Structures covered by this Agreement; provided that no third party subsequent to Licensee shall have any right to the space occupied by Licensee.

13. TERM OF AGREEMENT

This Agreement shall continue in force and effect for an initial term of ten (10) years from and after the Effective Date of this Agreement (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew on a year to year basis (each a "Renewal Term") unless terminated by either Party by giving written notice of its intention to do so not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to as the "Term." Upon termination of this Agreement, Licensee shall remove its Attachments from the Structures of Licensor within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Licensor may elect to do such work and Licensee shall pay Licensor the Actual Cost. Notwithstanding the foregoing, if Licensee fails to submit an application to install its Attachments on Licensor's Structures within one hundred and eighty (180) days of the Effective Date, then this Agreement shall automatically terminate.

14. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

(a) This Agreement may be amended or supplemented at any time upon written agreement by the Parties hereto. Should an amendment or supplement become necessary, the Party desiring such amendment or supplement shall give thirty (30) days written notice to the other Party setting out in detail the changes or additions desired.

(b) In the event that Licensee desires to add or reduce the number of pole Attachments, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensor, setting out in detail the pole numbers and exact locations of the Structures, and the quantity of Structures involved in the addition or subtraction.

16. PAYMENT OF TAXES

Licensor shall pay all taxes and assessments lawfully levied upon its Structures and its equipment located thereon. Licensee shall pay all taxes and assessments lawfully levied upon its Attachments and/or levied upon the Licensor solely due to the presence of Licensee's Attachments on Licensor's Structures.

17. INTEREST AND PAYMENTS

All amounts to be paid by Licensee to Licensor under this Agreement shall be due and payable within thirty (30) days after receipt of an itemized statement is presented to Licensee. Any payment not made within thirty (30) days from the due date shall accrue late payment charges at the rate of One and One Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

18. NOTICES

Any notice, request, consent, demand, or statement which is contemplated to be made upon either Party by the other Party under any of the provisions of this Agreement, shall be in writing and shall be delivered personally, via certified or registered U.S. Mail, postage prepaid, return receipt requested, or via overnight delivery service to the addresses of the Parties as follows:

(a) If notice is to Licensor,

Terry N Kemp
Starkville Utility Department

200 N Lafayette Street
P. O. Box 927
Starkville, MS 39759

With a copy to:

Christopher J. Latimer
Mitchell, McNutt & Sams
P. O. Box 1366
Columbus, MS 39703-1366

(b) If notice is to Licensee,

Telepak Networks, Inc.
Sr. VP, Engineering and Development
1018 Highland Colony Parkway
Suite 400
Ridgeland, MS 39157

With a copy to:

Ken Rogers
Brunini, Grantham, Grower & Hewes, PLLC
190 E. Capitol Street, Suite 100
Jackson, MS 39201

19. SUPPLYING INFORMATION

(a) Within one hundred twenty (120) days after the completion of the installation of its Attachments Licensee shall furnish to Licensors a map showing the precise location of each Attachment of Licensee which is actually installed on Structures of Licensors. Such revised sketch or map shall be verified by Licensors and shall be the basis for determining the number of Attachments made initially.

(b) Licensee shall promptly report to Licensors any changes made in the number of Structures of Licensors contacted by Licensee.

(c) Upon request of Licensors or Licensee, but not sooner than six (6) years after the execution of this Agreement, and every six (6) years thereafter, or as may be mutually agreed upon, the Parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that Licensee is occupying any Structures of Licensors without having advised Licensors as provided in Section 19(b), Licensee shall pay to Licensors the rental for such Structures from the date that Licensee's Attachments were installed on such Structures, or if dates of installation cannot be determined to the satisfaction of both Parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

20. CONSTRUCTION OF AGREEMENT

This Agreement is deemed executed in the State of Mississippi and shall be construed under the laws of the State of Mississippi. Venue for any legal action relating to this Agreement shall be in a court of competent jurisdiction in Oktibbeha County, Mississippi.

21. PRIOR AGREEMENTS SUPERSEDED

This Agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this Agreement.

22. ASSIGNMENT OF AGREEMENT

Neither Party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other Party. Notwithstanding the foregoing, Licensee may assign this Agreement without consent but with written notice to a purchaser of all or substantially all its assets or common stock.

23. COUNTERPARTS

This Agreement may be executed in counterparts and delivered to the other Party, which counterparts shall be binding as originals and, when combined, shall constitute one instrument binding upon the Parties.

[Signature page follows]

In witness whereof, the Parties have caused this Agreement to be duly executed effective as of the Effective Date.

TELEPAK NETWORKS, INC.

LICENSEE

ATTEST:

By: _____

Title: _____

CITY OF STARKVILLE, MISSISSIPPI,

LICENSOR

ATTEST:

By: _____

Title: _____

EXHIBIT “A”
RULES AND PRACTICES FOR ATTACHMENTS

1. All facilities attached to Licensor’s Structures shall be installed in a manner to ensure compliance with the requirements of the NESC in effect at the time of installation.
2. The location of all cables or power supplies on Licensor’s Structures shall be approved in writing by Licensor. No Attachments shall be made without prior approval of Licensor.
3. All television cables and power supplies shall be located on the same side of each Structure as any existing telephone cable, or as designated by Licensor.
4. On Joint Use Poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the Structure opposite the secondary conductors, or as designated by Licensor.
5. Licensee’s service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing Structure ground with #6 solid, bare, soft drawn copper wires.
7. No power supply shall be installed on any of Licensor’s Structures on which are already installed transformers, underground electric services, capacitor banks, or sectionalizing equipment.
8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All Attachments of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). Clearances not specified in this rule shall be determined by reference to the NESC.

11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.

12. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its Attachments. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.

13. Licensee shall install and maintain any and all of its Attachments in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Structure, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this Agreement.

14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to Jointly Used Poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.

15. In the event that any of Licensee's proposed Attachments are to be installed upon Structures already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.

16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for the purpose.

17. Licensee shall provide a written statement, signed by a Professional Engineer representing Licensee, which its facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10.

EXHIBIT "B"
APPLICATION AND PERMIT FOR USE OF STRUCTURES

Application No. _____
Date _____

In accordance with the terms of the License Agreement dated _____, 2015, application is hereby made for Licensee to make attachments to _____ Structures located in or near the City of Starkville in the County of Oktibbeha and the State of Mississippi.

The Structures, including proposed construction if necessary for which permission is requested, are listed by pole number and further identified on the attached map. Detailed construction plans and location drawings will be furnished.

Licensee

By: _____
Title: _____

Permission for construction granted _____, 20____, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$_____, (2) the necessary third-party arrangements are done satisfactorily, and (3) that Licensee construct according to standards.

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Title: _____

The above estimates for make-ready changes and rearrangements approved _____, 20____. Licensee intends to construct line(s) within 120 days after make-ready work is complete.

By: _____
Title: _____

Certification to be completed

I hereby certify that upon final inspection (which will be made within 30 days after construction is complete), the attachments fully comply with the National Electrical Safety Code (NESC), latest edition, and no Structures or facilities to be used by Telepak Networks, Inc., will be in violation of NESC as the result of said attachments.

Registration Number (State)

Engineer's Signature



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

AGENDA ITEM NO:
AGENDA DATE: November 17, 2015
PAGE: 1 of 1

SUBJECT: Request authorization to advertise for sealed construction bids to replace a failing gravity sewer system in south Starkville (Banyan Road force main project)

Background and project description provided in separate documents

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to advertise for sealed construction bids to replace a failing gravity sewer system in south Starkville

History – Banyan Road Project

On August 12th, 2014, a boring contractor was using a probe rod to verify the location of the 21” iron gravity sewer pipe located in the SW corner of the Banyan Road and Laurel Hill Drive intersection in preparation to bore in the fiber cable. Rod probing is common practice to locate underground pipes.

When the probe rod struck the top of the sewer pipe, the pipe caved in due to the corrosive sewer gases being discharged into the sewer from the Catalpa Creek pump station located on the MSU campus.

Due to the extensive nature of the corrosion, the City was unable to assume the risk of a repair that would cause a total collapse. A total collapse would be catastrophic. All the wastewater generated in Northeast Starkville and on the MSU campus flow through this section of sewer. The excavation site around the failure was covered with a steel plate and surrounded by construction fencing ever since.

The following photo is from the iron sewer line in the industrial park that we have recently replaced due to similar failures and is illustrative of the same condition along Banyan Road.



When this system was originally installed in the early 1980's, this area was undeveloped agricultural land. It now part of the Greenbrier Subdivision. The residents now living along the route of the sewer have been plagued with odor issues for years as the hydrogen sulfide gases discharge from the pressure pipe from the Catalpa pump station into the failing gravity sewer. A few years back, a manhole completely collapsed in a resident's front yard. Upon investigation, it

was discovered that the concrete and reinforcing steel were completely corroded away by the hydrogen sulfide gases. The manhole was replaced.

The proposed solution is described in the attached *Project Description*. A probable construction, engineering design and project management cost totaling \$770,000 was developed and also follows.

Partial funding for the project has been secured by an Appalachian Regional Commission (ARC) grant with the balance funded by an MDA CAP loan.

We are seeking board approval to advertise for construction bids so that when all pieces are in place (engineering, funding) we can do so without the further delay of seeking approval at a subsequent board meeting.