



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
October 4, 2016**

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

Technology Director
Joel Clements, Jr.



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Interim Human
Resources Director**
Stephanie Halbert

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

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

**Park and Recreation
Director**
Herman Peters

Sanitation Director
Emma Gandy

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, OCTOBER 4, 2016
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 THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 6, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introductions:

Municipal Court Department

Chana Brooks - Deputy Court Clerk

Police Department

Felesha Jefferson – Radio Operator/Records Clerk

Alexandra Nash – Radio Operator/Records Clerk

Garrett Peters Mittan – Police Officer

Howard Spann – Police Officer

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

PUBLIC HEARING TO CONSIDER IF THE PROPERTIES LOCATED AT 1040 N. MONTGOMERY STREET, STARKVILLE, MISSISSIPPI, ARE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT TO MISS. CODE ANN. § 21-19-11.

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION OF INSURANCE FOR BULLDOG BASH.

B. CONSIDERATION OF APPROVAL OF THE REQUEST BY MISSISSIPPI STATE UNIVERSITY STUDENT ASSOCIATION TO MODIFY THEIR PREVIOUSLY APPROVED STAGE LOCATION FOR THE 2016

BULLDOG BASH.

- C. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE HIGH SCHOOL FOR IN-KIND SERVICES FOR THE 2016 STARKVILLE HIGH SCHOOL HOMECOMING PARADE.
- D. AUTHORIZATION OF THE MAYOR TO APPROVE WHITNEY BANK d/b/a HANCOCK BANK, GULFPORT, MS AS PAYING AGENT FOR THE GENERAL OBLIGATION BONDS, SERIES 2016A AND SERIES 2016B, FOR THE POLICE DEPARTMENT CONSTRUCTION PROJECT, AS NAMED BY RAYMOND JAMES & ASSOCIATES, INC., THE PURCHASER OF BOTH SERIES OF THE BONDS,
- E. DISCUSSION AND CONSIDERATION OF APPROVAL OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, STARKVILLE NEIGHBORHOOD MARKET PROJECT, CITY OF STARKVILLE, MISSISSIPPI, SEPTEMBER 2016 AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000); AND FOR RELATED PURPOSES.
- F. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE STARKVILLE NEIGHBORHOOD MARKET PROJECT.
- G. CONSIDERATION OF ADJUSTMENT OF 2016 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE AND APPROVAL OF THE 2017 HOLIDAY SCHEDULE FOR THE CITY OF STARKVILLE.
- H. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI TO AUTHORIZE AND DIRECT THE GOLDEN TRIANGLE DEVELOPMENT LINK TO SUBMIT AN APPLICATION ON BEHALF OF THE CITY OF STARKVILLE TO BECOME CERTIFIED AS AN ACT WORKREADY COMMUNITY.
- I. CONSIDERATION OF CHANGE ORDER #1 TO POLICE RENOVATION CONTRACT IN THE AMOUNT OF \$11,025.00.
- J. A REVIEW OF PROGRESS ON THE 2014-17 STRATEGIC PLAN.
- K. AUTHORIZATION FOR MAYOR PARKER WISEMAN TO ATTEND THE

NATIONAL LEAGUE OF CITIES (NLC) CITY SUMMIT IN PITTSBURG, PA, NOVEMBER 15-19, 2016; REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$2,461.88.A

X. BOARD BUSINESS

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF WHETHER PROPERTIES LOCATED ON TAX PARCELS 117E-00-022.00, 117E-00-023.00, 117E-00-024.00, 117E-00-025.00, 117E-00-026.00, 117E-00-027.00, 117E-00-029.00, 117E-00-028.01, 117E-00-028.02, AND 117E-00-028.00 IS A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISSISSIPPI CODE ANN. 21-19-11.
- b. DISCUSSION AND CONSIDERATION OF THE REQUEST PP 16-17 FOR PRELIMINARY PLAT APPROVAL FOR ONE PARCEL WITH THE PARENT PARCEL NUMBER 1010-00-337.00.
- c. DISCUSSION AND CONSIDERATION OF THE REQUEST FP 16-11 FOR FINAL PLAT APPROVAL FOR ONE PARCEL WITH THE PARENT PARCEL NUMBER 1010-00-337.00.
- d. DISCUSSION AND CONSIDERATION OF AN ACCESS EASEMENT AGREEMENT BETWEEN COTTON MILL MARKETPLACE STARKVILLE, LLC AND CITY OF STARKVILLE, MISSISSIPPI.
- e. DISCUSSION AND CONSIDERATION OF REQUEST FROM GST CAPITAL PARTNERS, LLC FOR RECONSIDERATION OF DENIAL OF VARIANCE CASE VA 16-06 THAT WAS DENIED BY BOARD ACTION ON SEPTEMBER 6, 2016.
- f. DISCUSSION AND CONSIDERATION OF APPROVAL OF THE REQUEST FP 16-06 FOR FINAL PLAT APPROVAL FOR A

THREE LOT SUBDIVISION ON THE NORTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND LOUISVILLE STREET WITH THE PARENT PARCEL NUMBER 102J-00-114.00.

- g. DISCUSSION AND CONSIDERATION OF DISCUSSION AND CONSIDERATION OF ACCEPTING THE SCHNEIDER HISTORIC PRESERVATION, LLC PROPOSAL FOR THE OKTIBBEHA GARDENS NATIONAL HISTORIC DISTRICT.
- h. DISCUSSION AND CONSIDERATION OF AUTHORIZATION FOR COMMUNITY DEVELOPMENT DIRECTOR, BUDDY SANDERS TO ATTEND THE MS MUNICIPAL LEAGUE 2016 SMALL TOWN CONFERENCE IN NATCHEZ, MS, OCTOBER 11-13, 2016 FOR EDUCATIONAL ATTAINMENT; REQUESTING ADVANCE TRAVEL NOT TO EXCEED \$486.64.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. REQUEST APPROVAL FOR THE MAYOR TO SIGN THE MEMORANDUM OF UNDERSTANDING (MOU) MADE BY AND BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND THE CITY OF STARKVILLE FOR THE DEVELOPING PLANS FOR THE INSTALLATION OF A CONCRETE MEDIAN AND SIGNAL IMPROVEMENTS ON MS HWY 12 FROM NEAR MS HWY 25 TO NEAR BLACKJACK ROAD IN OKTIBBEHA COUNTY UNDER PROJECT NUMBER STP-0018-03(021).
- 2. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM TERRY STIDHAM CONSTRUCTION IN THE AMOUNT OF \$5,132.00 FOR THE HIWASSEE DRIVE DRAINAGE IMPROVEMENT PROJECT TO BE PAID FROM WARD 5 DISCRETIONARY FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT WITH SAID CONTRACTOR WHICH INCLUDES A CONTRACT TIME OF 25 CALENDAR DAYS.
- 3. REQUEST APPROVAL TO ADD NEW LIGHT ROAD TO THE 2016 STREET IMPROVEMENT LIST WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 2 DISCRETIONARY FUNDS.
- 4. REQUEST APPROVAL TO ADD BANYAN ROAD TO THE 2016 STREET IMPROVEMENT LIST TO PROVIDE BASE REPAIRS AND LEVELING AT A COST NOT TO EXCEED \$15,000 WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 3 DISCRETIONARY FUNDS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 28, 2016 FOR FISCAL YEAR ENDING 9/30/16.
2. REQUEST APPROVAL OF THE 2016 MUNICIPAL COMPLIANCE QUESTIONNAIRE.
3. REQUEST APPROVAL OF BUDGET AMENDMENTS TO FY 16.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO PURCHASE FIREFIGHTER AIR PACKS FROM SUNBELT AT A COST OF \$34,966.04.
2. REQUEST PERMISSION TO ALLOW THE SFD TRUCK COMMITTEE (CHIEF CHARLES YARBROUGH, LT. JEROME CLARK, LT. DEWAYNE DAVIS, LT. JONATHAN WADE, SGT. CHANCE CUMMINGS, SGT. BRIAN CLARK) TO TRAVEL TO OCALA, FL, TO PERFORM FINAL INSPECTIONS ON OUR (2) INCOMING FIRE APPARATUS OCTOBER. 26,27, & 28, AT NO COST TO THE CITY.

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 HIRE DAVID SEAN JOHNSTON AS A SUPERINTENDENT IN THE STARKVILLE UTILITIES DEPARTMENT AT GRADE 14 SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
2. REQUEST APPROVAL TO HIRE SAVANNAH HOLLIS AS A PAYROLL/COLLECTIONS CLERK IN THE STARKVILLE UTILITIES DEPARTMENT AT GRADE 7 SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
3. REQUEST AUTHORIZATION TO ADVERTISE TO FILL POSITION OF WASTEWATER OPERATOR LEVEL IV IN THE WASTEWATER DIVISION OF THE STARKVILLE UTILITIES DEPARTMENT.
4. DISCUSSION AND CONSIDERATION OF THE JOB DESCRIPTION

FOR THE POSITION OF DIRECTOR OF MAINTENANCE OPERATIONS AND APPROVAL TO ADVERTISE FOR THE POSITION.

5. DISCUSSION AND CONSIDERATION OF THE JOB DESCRIPTION FOR THE POSITION OF DIRECTOR OF RECREATION AND SPORTS AND APPROVAL TO ADVERTISE FOR THE POSITION.

J. POLICE DEPARTMENT

1. DISCUSSION AND CONSIDERATION TO ENTER INTO AGREEMENT WITH MSU BULLDOG SPORTS PROPERTIES, LLC., FOR LAW ENFORCEMENT APPRECIATION DAY ON NOVEMBER 19, 2016.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. POTENTIAL LAND PURCHASE

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER SEPTEMBER 18, 2016 @ 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: MINUTES
AGENDA DATE: 10-4-2016
PAGE: 1 of 95**

SUBJECT: Request approval of the minutes of the September 6, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION: Approval of the minutes of the September 6, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 6, 2016**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on September 6, 2016 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Parker Wiseman, Aldermen Ben Carver, Lisa Wynn, David Little, Jason Walker, Scott Maynard, Roy A.' Perkins, and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and Attorney Chris Latimer.

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

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

1. A MOTION TO APPROVE THE OFFICIAL AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Wynn, to approve the September 6, 2016 Official Agenda. The Board voted as follows:

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

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
REGULAR MEETING OF TUESDAY, SEPTEMBER 6, 2016
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 THE BOARD OF ALDERMEN MINUTES**

CONSIDERATION OF THE MINUTES OF THE AUGUST 2, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

- V. ANNOUNCEMENTS AND COMMENTS**

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. MISSISSIPPI STATE UNIVERSITY VICE PRESIDENT FOR STUDENT AFFAIRS, DR. REGINA HYATT, ON THE PROPOSED 2% TAX BUDGET FOR FISCAL YEAR 2017.

B. DR. STEVE DEMARAIS, DEPARTMENT OF WILDLIFE, FISHERIES AND AQUACULTURE AT MISSISSIPPI STATE UNIVERSITY ON THE PROPOSED DEER MANAGEMENT STUDY BY HIS WILDLIFE MANAGEMENT CLASS FOR THE CITY OF STARKVILLE.

VIII. PUBLIC HEARING

PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017 BUDGET
AND PROPOSED TAX LEVIES FOR THE CITY OF STARKVILLE.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVAL OF THE MSU STUDENT ASSOCIATION FY 17 2% BUDGET.

B. CONSIDERATION OF APPROVAL OF THE COMPLETION OF A DEER MANAGEMENT STUDY FOR THE CITY OF STARKVILLE BY DR. DEMARAIS' WILDLIFE MANAGEMENT CLASS.

C. CONSIDERATION OF APPROVAL OF A RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000).

D. CONSIDERATION OF APPROVAL OF A RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000).

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

F. CONSIDERATION OF A RESOLUTION APPROVING A REGIONAL ECONOMIC

DEVELOPMENT ACT ALLIANCE AGREEMENT, A REGIONAL ECONOMIC DEVELOPMENT ACT APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY, AND CERTAIN PROFESSIONAL SERVICE PROVIDERS IN CONNECTION WITH THE DEVELOPMENT OF A NEW INDUSTRIAL AND TECHNOLOGY PARK AND RELATED MATTERS.

- G. CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGARDING IMPROVEMENT AND MAINTENANCE OF CERTAIN ANNEXED TERRITORY AND APPROVING AN INTERLOCAL AGREEMENT RELATING TO SAME.
- H. CONSIDERATION OF APPROVAL OF AFLAC AS THE ADMINISTRATOR OF THE CITY OF STARKVILLE FLEXIBLE BENEFIT CAFETERIA PLAN AT NO COST TO THE CITY OR THE EMPLOYEES OF THE CITY AND AUTHORIZATION OF THE MAYOR AND CITY CLERK TO EXECUTE THE NECESSARY DOCUMENTS.
- I. CONSIDERATION OF OF THE ADOPTION OF A SKILLS/PAY RATE PROGRESSION PLAN FOR THE WATER DISTRIBUTION, NEW CONSTRUCTION REHAB, SANITATION AND ENVIRONMENTAL SERVICES AND STREET DEPARTMENTS.
- J. CONSIDERATION OF APPROVING EITHER A SKILLS/PAY RATE PROGRESSION PLAN OR INTERNAL INEQUITY ADJUSTMENTS PROPOSED BY THE FIRE DEPARTMENT.
- K. CONSIDERATION OF AUTHORIZING THE STENNIS INSTITUTE OF GOVERNMENT TO PERFORM A STAFFING STUDY.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF AN AMENDMENT TO ENGINEERING SERVICES PROPOSAL WITH NEEL SCHAFFER (NSI) BY \$35,664 FOR ADDITIONAL SERVICES RELATED TO PERMIT RENEWAL FOR THE STARKVILLE-OKTIBBEHA COUNTY CLASS I RUBBISH LANDFILL, WITH A TOTAL PROJECT COST OF \$58,792.

XI. DEPARTMENT BUSINESS

- A. AIRPORT
THERE ARE NO ITEMS FOR THIS AGENDA
- B. COMMUNITY DEVELOPMENT DEPARTMENT
 - 1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA
 - 2. PLANNING
 - a. CONSIDERATION OF APPROVAL OF RE-ADDRESSING 1573, 1577, 1577-A, 1575, 1579, AND 1575-B ROCK HILL ROAD TO GEECHIE ROAD ADDRESSES.

- b. PUBLIC HEARING AND THE CONSIDERATION OF APPROVAL OF THE VARIANCE REQUEST VA 16-05 FOR RELIEF FROM REQUIRED SETBACK FOR A PROPOSED CELL TOWER ADJACENT TO RESIDENTIAL PROPERTY LOCATED AT 602.5 MARTIN LUTHER KING JR. DRIVE WEST.
- c. PUBLIC HEARING AND THE CONSIDERATION OF APPROVAL OF THE CONDITIONAL USE REQUEST CU 16-05 TO ALLOW A WIRELESS COMMUNICATION TOWER IN A C-2 ZONE LOCATED AT 602.5 MARTIN LUTHER KING JR DRIVE WEST.
- d. PUBLIC HEARING AND CONSIDERATION OF THE REZONING REQUEST RZ 16-07 FOR A PORTION OF LOT #1 OF THE BAY MEADOWS SUBDIVISION LOCATED ON ROSE PERKINS DRIVE FROM A SPLIT ZONE OF R-1/C-1 TO B-1 WITH THE PROPERTY # 117C-00-145.00.
- e. CONSIDERATION OF RE-APPROVAL OF THE PRELIMINARY PLAT REQUEST BY FRANK JONES CONSTRUCTION FOR THE COUNTRY CLUB ESTATES FINAL PHASE 85 LOT SINGLE FAMILY SUBDIVISION WITH CONDITIONS.
- f. CONSIDERATION OF ADDING A FIVE PERCENT (5%) FEE TO ALL APPLICATIONS AND PERMITS IN THE COMMUNITY DEVELOPMENT DEPARTMENT TO PAY FOR TECHNOLOGY AND TRAINING BEGINNING OCTOBER 1, 2016.
- g. CONSIDERATION OF APPROVAL OF TRAVEL AND TRAINING FOR JEFF LYLES TO ATTEND THE MISSISSIPPI ASSOCIATION OF CODE ENFORCEMENT EDUCATIONAL CONFERENCE IN GULFPORT, MS WITH COST NOT TO EXCEED \$400.00.
- h. CONSIDERATION OF CALLING A PUBLIC HEARING TO DETERMINE WHETHER PROPERTIES LOCATED ON TAX PARCELS 117E-00-022.00, 117E-00-023.00, 117E-00-024.00, 117E-00-025.00, 117E-00-026.00, 117E-00-027.00, 117E-00-029.00, 117E-00-028.01, 117E-00-028.02, AND 117E-00-028.00 ON NORTH MONTGOMERY STREET ARE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISSISSIPPI CODE ANN. 21-19-11.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. REQUEST APPROVAL TO REJECT THE PREVIOUS QUOTE FROM WELDING WORKS AND ACCEPT THE QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$9,134.00 FOR THE HOLTSINGER CURB AND GUTTER PROJECT TO BE PAID FROM WARD 4 DISCRETIONARY FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH A CONTRACT TIME NOT TO EXCEED 20 DAYS FROM THE ISSUANCE OF A NOTICE TO PROCEED.
- 2. REQUEST APPROVAL OF CHANGE ORDER #1 FOR HESTER FENCE AND

CONSTRUCTION FOR THE NORTH JACKSON STREET SIDEWALK PROJECT INCREASING THE CONTRACT TIME FROM 20 CALENDAR DAYS TO 34 CALENDAR DAYS.

3. REQUEST APPROVAL DECLARATION OF THE 2002 KUBOTA MINI EXCAVATOR – SN 20294 AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY’S INVENTORY.
4. REQUEST APPROVAL TO DECLARE THE QUOTE FROM THOMPSON MACHINERY FOR A MINI-EXCAVATOR AS THE BEST QUOTE AND AUTHORIZATION TO PURCHASE SAID MINI-EXCAVATOR FOR \$49,904.73 FOR THE STREET DEPARTMENT.
5. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM CDW.COM IN THE AMOUNT OF \$5,995.00 FOR THE HP DESIGNJET T830 MULTIFUNCTION PLOTTER TO BE SHARED BY THE ENGINEERING AND COMMUNITY DEVELOPMENT DEPARTMENTS.
6. REQUEST APPROVAL TO REPLACE A CONCRETE FLUME AT THE INTERSECTION OF PLUM ROAD AND COTTONWOOD STREET AT A COST NOT TO EXCEED \$4,500 WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 1 DISCRETIONARY FUNDS.
7. REQUEST APPROVAL TO INSTALL A SPEED TABLE ON WEST MAIN STREET BETWEEN MEIGS AND AMES STREETS.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 31, 2016 FOR FISCAL YEAR ENDING 9/30/16.
2. REQUEST APPROVAL FOR ASHLEY WIGELSWORTH AND LASHONDA WILSON TO ATTEND THE FALL CLERK CERTIFICATION TRAINING IN PEARL, MS AND OXFORD, MS NOT TO EXCEED \$710.00 PER PERSON FROM SEPTEMBER 21 – 23, 2016 AND OCTOBER 26 – 28, 2016.

F. FIRE DEPARTMENT

1. REQUEST APPROVAL TO ALLOW SGT. MATTHEW SCHOBER TO ATTEND THE DIVE RESCUE INTERNATIONAL INSTRUCTOR COURSE IN PANAMA CITY, FL, AT A COST OF \$4,500.33.
2. REQUEST APPROVAL OF THE PURCHASE OF FIREFIGHTER TURN-OUT GEAR FROM NAFECO AT A COST OF \$14,972.65.
3. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$20,700.00 FOR THE FIRE STATION #4 REPAIRS.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. REQUEST APPROVAL FOR WILLIAM POCHOP TO ATTEND THE NATIONAL ALLIANCE FOR YOUTH SPORTS NOVEMBER 15-19 IN ORLANDO FLORIDA, WITH ADVANCE TRAVEL NOT TO EXCEED \$1,600.00

I. PERSONNEL

1. REQUEST APPROVAL TO HIRE ALEXANDRA NASH AS A RADIO OPERATOR/RECORDS CLERK IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
2. REQUEST APPROVAL TO HIRE SHONDA LASHAY DELOACH AS THE ACCREDITATION MANAGER/RECORDS CLERK IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO SIX (6) MONTH PROBATIONARY PERIOD.
3. REQUEST APPROVAL TO HIRE JAMES APPLE AND DYLAN STERN BOWERS AS A FULL TIME POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
4. REQUEST APPROVAL TO HIRE GARRETT PETERS MITTAN AS A FULL TIME CERTIFIED POLICE OFFICER AND TO HIRE HOWARD SPANN AS A FULL TIME TEMPORARY CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
5. REQUEST APPROVAL TO HIRE FELESHA JEFFERSON AS A CERTIFIED RADIO OPERATOR/RECORDS CLERK IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.
6. REQUEST APPROVAL TO ADVERTISE FOR A FULL TIME TEMPORARY HELP DESK ADMINISTRATOR POSITION IN THE INFORMATION TECHNOLOGY DEPARTMENT.
7. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITIONS OF FIREFIGHTERS IN THE FIRE DEPARTMENT.
8. REQUEST APPROVAL TO HIRE RANDALL CHRISWELL AS AN APPRENTICE 3 LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT SUBJECT TO ONE YEAR PROBATION.
9. REQUEST APPROVAL TO ADVERTISE FOR A POSITION OF LEAD LINE FOREMAN IN THE STARKVILLE ELECTRIC DEPARTMENT.
10. REQUEST APPROVAL TO ADVERTISE THE BUILDING INSPECTOR POSITION ON THE INTERNATIONAL CODE COUNCIL, CLARION LEDGER, AND COMMERCIAL APPEAL WEBSITES FOR APPROXIMATELY OF TWO WEEKS.
11. REQUEST APPROVAL TO HIRE THEODIS WEAVER AS A MAINTENANCE

WORKER IN THE STREET DEPARTMENT SUBJECT TO SIX (6) MONTH PROBATIONARY PERIOD.

12. REQUEST APPROVAL TO HIRE BYRON BISHOP AS A MAINTENANCE WORKER IN THE STREET DEPARTMENT SUBJECT TO ONE (1)YEAR PROBATIONARY PERIOD.
13. REQUEST APPROVAL TO ADVERTISE TO FILL VACANT POSITIONS OF LABORER IN THE SANITATION /ENVIRONMENTAL SERVICES DEPARTMENT.
14. REQUEST APPROVAL TO ADVERTISE TO FILL POSITIONS FOR AN EQUIPMENT OPERATOR AT THE LANDFILL DIVISION OF SANITATION AND ENVIRONMENTAL SERVICES.
15. REQUEST APPROVAL TO ADVERTISE TO FILL A VACANT POSITION FOR A STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
16. REQUEST APPROVAL TO ADVERTISE TO FILL THE VACANT POSITION OF DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
17. REQUEST APPROVAL TO ADVERTISE TO FILL VACANT POSITION MAINTENANCE WORKER IN THE LANDSCAPE DIVISION OF THE SANITATION /ENVIRONMENTAL SERVICES DEPARTMENT.
18. REQUEST APPROVAL TO HIRE TEMPORARY FULL-TIME LABORERS, MAINTENANCE WORKERS AND DRIVERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

J. POLICE DEPARTMENT

1. DISCUSSION AND CONSIDERATION TO ACCEPT A FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT FOR AN AUTOMATED EXTERNAL DEFRILLATOR TO BE PURCHASED BY FIREHOUSE SUBS AND DONATED TO THE STARKVILLE POLICE DEPARTMENT.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE QUOTE AND PURCHASE A TRIMBLE GEO7 SERIES CENTIMETER KIT, ASSOCIATED SOFTWARE, SUPPORT AND ONLINE TRAINING FROM NAVIGATION ELECTRONICS INC., THE SOLE AUTHORIZED TRIMBLE MAPPING/GIS DEALER FOR THE STATE OF MISSISSIPPI IN THE AMOUNT OF \$16,400.
2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE A CISCO 3850X SWITCH FROM GARNER COMPUTER SERVICES FOR \$7,000.

3. REQUEST APPROVAL OF THE RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT WITH TVA EFFECTIVE OCTOBER 1, 2016.
4. REQUEST APPROVAL FOR TERRY KEMP TO TRAVEL TO CHATTANOOGA, TN AND MURFREESBORO, TN FOR TVPPA AND 7SPC BOARD AND COMMITTEE MEETINGS.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PENDING LITIGATION

B. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL SEPTEMBER 13, 2016 @ 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.

2. CONSIDERATION OF THE MINUTES OF THE AUGUST 2, 2016 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS INCORPORATING ANY AND ALL CHANGES RECOMMENDED BY THE CITY ATTORNEY.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to approve the minutes of the August 2, 2016 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS incorporating any and all changes recommended by the City Attorney, the Board voted as follows:

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

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS: Mayor Wiseman recognized and welcomed Boy Scout Troop 27 in attendance. The Mayor then noted the Board will recess until September 13 and that the Planning and Zoning meeting planned for September 13 will meet in the upstairs large conference room.

BOARD OF ALDERMEN COMMENTS:

Alderman Wynn recognized Herman Peters noting she had hear great comments about a recent tournament held at

the Park and presented him with a tape of the past Board meeting.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked the City to review the 4 way stop at Lampkin and South Montgomery in that the citizens feel it is dangerous. He also asked that everyone treat others the way they wish to be treated.

Sandra Ware, Ward 3, lives on Sand Road and noted that her garbage is often not picked up and asked that something be done about speeding on her road.

Chris Taylor, NAACP President, asked that more help be hired for the Park Department. He also asked that the City be carefully considering future School Board appointments.

Dr. Prince asked that the renaming of Rock Hill Road be considered due to safety issues and confusion of similar named roads.

Dorothy Isaac asked that the 2% tax monies distribution be explained. Alderman Maynard then explained the breakdown of the distributions.

PUBLIC APPEARANCES

MISSISSIPPI STATE UNIVERSITY VICE PRESIDENT FOR STUDENT AFFAIRS, DR. REGINA HYATT, ON THE PROPOSED 2% TAX BUDGET FOR FISCAL YEAR 2017.

Dr. Regina Hyatt and Roxie Rayburn, MSU Student Association President, reported to the Mayor and Board of upcoming SA sponsored events. They stated they do not take City support lightly and it is very appreciated. The proposed 2% tax budget for fiscal year 2017 was then presented. Music Maker productions, Bulldog Bash, Cowbell Cabs, Old Main Music Festival, the Lyceum Series and the Global Lecture Series were discussed. Following the presentation, Alderman Perkins asked that the City always be the location for Bulldog Bash.

DR. STEVE DEMARAIS, DEPARTMENT OF WILDLIFE, FISHERIES AND AQUACULTURE AT MISSISSIPPI STATE UNIVERSITY ON THE PROPOSED DEER MANAGEMENT STUDY BY HIS WILDLIFE MANAGEMENT CLASS FOR THE CITY OF STARKVILLE.

Dr. Steve Demarais and several of his students presented a proposal to conduct a study on deer management within the City. The following is an outline of the planned study which they plan to present options to the Mayor and Board for discussion by end of Fall Semester.

- 1) Identify deer management goals in Starkville
 - a. Interview elected officials
 - b. Obtain public input
- 2) Assess the current distribution and relative population status of deer in city limits
 - a. Landscape analysis (GIS)
 - b. Starkville police interviews and/or observation records
- 3) Assess current status of deer conflicts
 - a. Deer-vehicle collisions
 - i. Insurance companies
 - ii. Sanitation and Environmental Services
 - iii. Police reports
 - b. Landscape/garden damage
 - i. Animal control
 - ii. Social Media?
- 4) Prepare a technical review describing options and potential costs

PUBLIC HEARING

PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2017 BUDGET AND PROPOSED TAX LEVIES FOR THE CITY OF STARKVILLE.

Mayor Wiseman opened the Public Hearing with Alderman Maynard introducing the proposed FY 2017 Budget and Tax Levy. Debt service items were discussed and the public hearing notice was read. For next fiscal year, the City of Starkville plans to increase the valorem tax millage rate by 3.60 mills from 21.98 mills to 25.58 mills. The 3.60 mills are designated for Bonds passed by the City in fiscal year 2016. One (1) mill will be levied for bond payments for the Starkville Police Department renovations and 2.60 mills will be levied for bond payments associated with the new Industrial Park being developed along with Oktibbeha County.

Mayor Wiseman called for Public Comments. There being none, he closed the Public Hearing.

3. CONSIDERATION OF APPROVAL OF THE MSU STUDENT ASSOCIATION FY 17 2% BUDGET.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to approve the Distribution of 2017 Food & Beverage Sales Tax Allocation as presented by MSU Student Association, the Board voted as follows:

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

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

<u>Distribution:</u>	<u>Proposed FY 2017</u>
Music Makers	\$ 150,000
Bulldog Bash	\$ 145,000
Cowbell Cabs	\$ 20,000
Old Main Music Festival	\$ 30,000
Lyceum Series	\$ 60,000
<u>Global Lecture Series</u>	<u>\$ 20,000</u>
Total Budgeted	\$ 425,000

4. DISCUSSION AND CONSIDERATION OF APPROVAL OF THE COMPLETION OF A DEER MANAGEMENT STUDY FOR THE CITY OF STARKVILLE BY DR. DEMARAIS' WILDLIFE MANAGEMENT CLASS.

Upon the motion of Alderman Carver, duly seconded by Alderman Wynn, to approve the completion of a Deer Management Study for the City of Starkville by Dr. Demarais' wildlife management class, the Board voted as follows:

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

Alderman Henry Vaughn, Sr. Voted: Yea

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

5. CONSIDERATION OF APPROVAL OF A RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000).

RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016A, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF THREE MILLION DOLLARS (\$3,000,000).

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

The Governing Body on August 16, 2016, did adopt a resolution directing that General Obligation Public Improvement Bonds, Series 2016A (the "Series 2016A Bonds"), of the Municipality in the principal amount of Three Million Dollars (\$3,000,000) be offered for sale on sealed bids to be received until the hour of 4:00 o'clock p.m. on September 6, 2016.

As directed by the aforesaid resolution and as required by Section 31-19-25, Mississippi Code of 1972, notice of the sale of the Series 2016A Bonds was duly published in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, said notice having been published in said newspaper at least two (2) times, said publication having been made in said newspaper on August 23, 2016 and August 30, 2016, and the first publication having been made at least ten (10) days preceding September 6, 2016, all as shown by the proof of publication of said notice attached hereto as **Attachment A**.

The City Clerk, acting on behalf of the Governing Body, did appear at the City Hall in the Municipality at 4:00 o'clock p.m. on September 6, 2016, to receive bids.

At said time and place five (5) bids for the Series 2016A Bonds (attached hereto as **Attachment B**) were received, examined, and should be considered by the Governing Body, said bids having heretofore been presented by and being on file with the City Clerk.

The Governing Body finds and determines that the highest and best bid made for the Series 2016A Bonds on the basis of the lowest net interest cost over the life of the issue was made by Raymond James & Associates, Inc., Dallas, Texas (the "Underwriter"), and further finds that said bid was accompanied by a cashier's check, certified check or exchange, payable to the Governing Body in the amount of Sixty Thousand Dollars (\$60,000), and issued or certified by a bank located in the State of Mississippi, as a guaranty that said bidder would carry out its contract and purchase the Series 2016A Bonds if its bid be accepted.

Pursuant to the Notice of Bond Sale for the Series 2016A Bonds, the Underwriter has the right to designate a Paying Agent subject to the approval of the Municipality. In order that the designation may be made in a timely fashion, the Mayor should be authorized to approve or disapprove the designation by the Underwriter.

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

Award of Series 2016A Bonds. The Series 2016A Bonds are hereby awarded and sold to the Underwriter in accordance with the offer submitted to the Governing Body and attached hereto as **Attachment C**.

Notation of Acceptance. The City Clerk is hereby authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

Good Faith Checks. The good faith checks filed by all unsuccessful bidders (if any) shall forthwith be returned to them upon their respective receipts therefor and the good faith check filed by the successful bidder shall be retained by the Municipality as a guaranty that said bidder will carry out its contract and purchase the Series 2016A Bonds. If said successful bidder fails to purchase the Series 2016A Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure.

Bond Details. The Series 2016A Bonds shall be in registered form; shall be dated and bear interest from October 15, 2016; shall be of the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in the order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at a bank or trust company to be designated by the Underwriter, subject to the subsequent approval by the Mayor of the Municipality, said bank to act as paying agent, registrar and transfer agent for said Series 2016A Bonds; shall bear interest from the date thereof, payable on October 15, 2017, and semiannually thereafter on April 15 and October 15 of each year; and shall mature and become due and payable serially, with option of prior payment, as heretofore provided, on October 15 in the years and principal amounts and at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2017	\$110,000
2018	\$110,000
2019	\$115,000
2020	\$120,000
2021	\$125,000
2022	\$130,000
2023	\$130,000
2024	\$135,000
2025	\$140,000
2026	\$145,000
2027	\$150,000
2028	\$155,000
2029	\$160,000
2030	\$165,000
2031	\$170,000
2032	\$175,000
2033	\$180,000
2034	\$190,000
2035	\$195,000
2036	\$200,000

Paying Agent. The Mayor is hereby authorized to approve or disapprove a paying agent to be designated by the Underwriter.

Repealer. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

Alderman Maynard moved and Alderman Wynn seconded the motion to adopt the foregoing resolution, awarding Series 2016 A Bond to Raymond James, the low bidder at 2.026%, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the _____ day of _____, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

**ATTACHMENT A
PROOF OF PUBLICATION
NOTICE OF BOND SALE**

(actual clipping in Minute Book)

ATTACHMENT B

FIVE (5) BIDS RECEIVED

(actual bids in file in Minute Book)

**Bid Tabulation Sheet
2016A**

<u>Crews & Associates (AR)</u>	<u>2.219788</u>
<u>Canter Fitzgerald (TN)</u>	<u>2.160683</u>
<u>Duncan Williams</u>	<u>2.530840</u>
<u>First TN (FTN)</u>	<u>2.239791</u>
<u>Raymond Jones</u>	<u>2.026</u>

**ATTACHMENT C
WINNING BID
RAYMOND JAMES & ASSOCIATES, INC., DALLAS, TEXAS**

(actual bid in file in Minute Book)

SUPPLEMENTAL BOND TRANSCRIPT CERTIFICATE

STATE OF MISSISSIPPI OKTIBBEHA COUNTY

I, Lesa Hardin, the duly qualified and acting City Clerk of the City of Starkville, Mississippi (the "Municipality"), hereby certify that the attached and foregoing pages included in this Supplemental Bond Transcript Certificate constitute a full, true and complete supplemental transcript of all of the proceedings of the Mayor and Board of Aldermen (the "Governing Body") of the Municipality subsequent to September 6, 2016, which relate to and/or affect the issuance of the Three Million Dollars (\$3,000,000) General Obligation Bonds, Series 2016A, dated October 15, 2016 (the "Series 2016A Bonds").

I further certify that this transcript includes all legal papers pertaining to the issuance of the Series 2016A Bonds subsequent to September 6, 2016, including excerpts of minutes of meetings of the Governing Body of the Municipality, resolutions, and proofs of publication, all of which are on file in my office in the City Hall.

I further certify that none of these proceedings or resolutions of the Governing Body of the Municipality in the matter of the issuance and sale of the Series 2016A Bonds have been amended, modified, vacated or rescinded in any manner, except as may be indicated; that all resolutions contained herein have been submitted to and approved by the Mayor of the Municipality; and that no appeal has been taken from any of the actions of the Governing Body of the Municipality in connection with said matter.

I further certify that there is no litigation now pending or threatened in any way involving the issuance and sale of the Series 2016A Bonds.

WITNESS MY SIGNATURE AND THE OFFICIAL SEAL OF THE CITY OF STARKVILLE, MISSISSIPPI, this the _____ day of _____, 2016.

CITY OF STARKVILLE, MISSISSIPPI

Lesa Hardin, City Clerk

SUBMITTED TO AND APPROVED BY:

(SEAL)

Parker Wiseman, Mayor

6. CONSIDERATION OF APPROVAL OF A RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000).

RESOLUTION DIRECTING THE SALE AND AWARD OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, SERIES 2016B, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF TWO MILLION FOUR HUNDRED THOUSAND DOLLARS (\$2,400,000).

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

The Governing Body on August 16, 2016, did adopt a resolution directing that General Obligation Public Improvement Bonds, Series 2016B (the "Series 2016B Bonds"), of the Municipality in the principal amount of Two Million Four Hundred Thousand Dollars (\$2,400,000) be offered for sale on sealed bids to be received until the hour of 4:30 o'clock p.m. on September 6, 2016.

As directed by the aforesaid resolution and as required by Section 31-19-25, Mississippi Code of 1972, notice of the sale of the Series 2016B Bonds was duly published in *The Starkville Daily News*, a newspaper published in and of general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, said notice having been published in said newspaper at least two (2) times, said publication having been made in said newspaper on August 23, 2016 and August 30, 2016, and the first publication having been made at least ten (10) days preceding September 6, 2016, all as shown by the proof of publication of said notice attached hereto as **Attachment A**.

The City Clerk, acting on behalf of the Governing Body, did appear at the City Hall in the Municipality at 4:30 o'clock p.m. on September 6, 2016, to receive bids.

At said time and place five (5) bids for the Series 2016B Bonds (attached hereto as **Attachment B**) were received, examined, and should be considered by the Governing Body, said bids having heretofore been presented by and being on file with the City Clerk.

The Governing Body finds and determines that the highest and best bid made for the Series 2016B Bonds on the basis of the lowest net interest cost over the life of the issue was made by Raymond James & Associates, Inc., Dallas, Texas (the "Underwriter"), and further finds that said bid was accompanied by a cashier's check, certified check or exchange, payable to the Governing Body in the amount of Forty-Eight Thousand Dollars (\$48,000), and issued or certified by a bank located in the State of Mississippi, as a guaranty that said bidder would carry out its contract and purchase the Series 2016B Bonds if its bid be accepted.

Pursuant to the Notice of Bond Sale for the Series 2016B Bonds, the Underwriter has the right to designate a Paying Agent subject to the approval of the Municipality. In order that the designation may be made in a timely fashion, the Mayor should be authorized to approve or disapprove the designation by the Underwriter.

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

Award of Series 2016B Bonds. The Series 2016B Bonds are hereby awarded and sold to the Underwriter in accordance with the offer submitted to the Governing Body and attached hereto as **Attachment C**.

Notation of Acceptance. The City Clerk is hereby authorized and directed to endorse upon a copy or duplicate of the aforesaid offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

Good Faith Checks. The good faith checks filed by all unsuccessful bidders (if any) shall forthwith be returned to them upon their respective receipts therefor and the good faith check filed by the successful bidder shall be retained by the Municipality as a guaranty that said bidder will carry out its contract and purchase the Series 2016B Bonds. If said successful bidder fails to purchase the Series 2016B Bonds pursuant to its bid and contract, the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure.

Bond Details. The Series 2016B Bonds shall be in registered form; shall be dated and bear interest from October 15, 2016; shall be of the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one (1) upward in the order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at a bank or trust company to be designated by the Underwriter, subject to the subsequent approval by the Mayor of the Municipality, said bank to act as paying agent, registrar and transfer agent for said Series 2016B Bonds; shall bear interest from the date thereof, payable on October 15, 2017, and semiannually thereafter on April 15 and October 15 of each year; and shall mature and become due and payable serially, with option of prior payment, as heretofore provided, on October 15 in the years and principal amounts and at the rates as follows:

<u>YEAR</u>	<u>AMOUNT</u>
2017	\$85,000
2018	\$90,000
2019	\$95,000
2020	\$95,000
2021	\$100,000
2022	\$100,000
2023	\$105,000
2024	\$110,000
2025	\$115,000
2026	\$115,000
2027	\$120,000
2028	\$125,000
2029	\$130,000
2030	\$130,000
2031	\$135,000
2032	\$140,000
2033	\$145,000
2034	\$150,000
2035	\$155,000
2036	\$160,000

Paying Agent. The Mayor is hereby authorized to approve or disapprove a paying agent to be designated by the Underwriter.

Repealer. All orders, resolutions or proceedings of the Governing Body in conflict with the provisions of this resolution shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict.

Effective Date. For cause, this resolution shall become effective immediately upon the adoption thereof.

Alderman Maynard moved and Alderman Wynn seconded the motion to adopt the foregoing resolution, awarding Series 2016 B Bond to Raymond James, the low bidder at 2.108%, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the _____ day of _____, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

**ATTACHMENT A
PROOF OF PUBLICATION
NOTICE OF BOND SALE**

(actual clipping in Minute Book)

ATTACHMENT B

FIVE (5) BIDS RECEIVED

(actual bids in file in Minute Book)

**Bid Tabulation Sheet
2016B**

<u>Crews & Associates (AR)</u>	<u>2.221119</u>
<u>Canter Fitzgerald (TN)</u>	<u>2.164147</u>
<u>Duncan Williams</u>	<u>2.493262</u>
<u>First TN (FTN)</u>	<u>2.244868</u>
<u>Raymond Jones</u>	<u>2.108</u>

**ATTACHMENT C
WINNING BID
RAYMOND JAMES & ASSOCIATES, INC., DALLAS, TEXAS**

(actual bid in file in Minute Book)

SUPPLEMENTAL BOND TRANSCRIPT CERTIFICATE

STATE OF MISSISSIPPI OKTIBBEHA COUNTY

I, Lesa Hardin, the duly qualified and acting City Clerk of the City of Starkville, Mississippi (the "Municipality"), hereby certify that the attached and foregoing pages included in this Supplemental Bond Transcript Certificate constitute a full, true and complete supplemental transcript of all of the proceedings of the Mayor and Board of Aldermen (the "Governing Body") of the Municipality subsequent to September 6, 2016, which relate to and/or affect the issuance of the Two Million Four Hundred Thousand Dollars (\$2,400,000) General Obligation Bonds, Series 2016B, dated October 15, 2016 (the "Series 2016B Bonds").

I further certify that this transcript includes all legal papers pertaining to the issuance of the Series 2016B Bonds subsequent to September 6, 2016, including excerpts of minutes of meetings of the Governing Body of the Municipality, resolutions and proofs of publication, all of which are on file in my office in the City Hall.

I further certify that none of these proceedings or resolutions of the Governing Body of the Municipality in the matter of the issuance and sale of the Series 2016B Bonds have been amended, modified, vacated or rescinded in any manner, except as may be indicated; that all resolutions contained herein have been submitted to and approved by the Mayor of the Municipality; and that no appeal has been taken from any of the actions of the Governing Body of the Municipality in connection with said matter.

I further certify that there is no litigation now pending or threatened in any way involving the issuance and sale of the Series 2016B Bonds.

WITNESS MY SIGNATURE AND THE OFFICIAL SEAL OF THE CITY OF STARKVILLE, MISSISSIPPI, this the ____ day of _____, 2016.

CITY OF STARKVILLE, MISSISSIPPI

Lesa Hardin, City Clerk

SUBMITTED TO AND APPROVED BY:

(SEAL)

Parker Wiseman, Mayor

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

Christiana Sugg of Gouras and Associates presented the plan on behalf of Wal-Mart Neighborhood Market. The 14 million dollar project is estimated to create 90 jobs. The request is to assist with funding of a road and signalization. The road will later be dedicated to the City.

Upon the motion of Alderman Maynard, duly seconded by Alderman Wynn, to move approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, determining the necessity for and invoking the authority granted to Municipalities by the Legislature with respect to tax increment financing as set forth in Chapter 45 of Title 21, Mississippi Code of 1972, as amended, determining that the Starkville Neighborhood Market is a project eligible for tax increment financing; that a public hearing be conducted in connection with the tax increment financing plan, and for related purposes, the Board voted as follows to approve the motion:

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

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

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

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

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

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

3. The Board will be presented with a tax increment financing plan entitled *Tax Increment Financing Plan, Starkville Neighborhood Market, City of Starkville, Mississippi September 2016* (the “TIF Plan”). The purpose of the TIF Plan is to provide a financing mechanism to pay for the cost of acquiring and constructing on-site and off-site improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”). The TIF Plan has attached as exhibits the map and legal description of the land to be included in the proposed TIF District. The TIF District should be established by the Board as described in the TIF Plan, and the Redevelopment Plan should have the TIF Plan attached or included by reference therein after a public hearing on the matter.

4. Wal-Mart Stores East, LP, (the “Developer”), is proposing to develop an approximately 43,000 square foot Neighborhood Market and fuel center (the “Project”) in the City and in the proposed TIF District (the “TIF District”), as described in the TIF Plan. The City may enter into an Interlocal Cooperation Agreement with Oktibbeha County, Mississippi (the “County”), pursuant to the Interlocal Act to support the Project and to allow TIF Bond proceeds to be used to pay for the costs of the Infrastructure Improvements to support the Project. These costs will equal or exceed the sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000). The Developer is requesting the assistance of the City and the County in providing funding for the Infrastructure Improvements by the utilization of TIF.

5. The Project appears to be a project of major economic significance within the City and to qualify as a project eligible for TIF under the Redevelopment Plan; and the participation on the part of the City is necessary and would be in the public interest and would benefit the economic and financial well-being and the public health, safety and welfare of the City.

6. The Developer intends to acquire and construct all or a portion of the Infrastructure Improvements at its expense to facilitate the development of the Project, based on the anticipation that TIF moneys will be available in the future. Upon establishment of the TIF District and the approval of the inclusion of the TIF Plan as a part of the Redevelopment Plan, the City wishes to reimburse the Developer for this expense in whole or part, up to the amount of moneys available from the proceeds of TIF bonds in the principal amount not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), at the time TIF bonds are issued in the future. These bonds will be secured solely by a pledge of that portion of the increase in ad valorem taxes on real and personal property generated within the TIF District and that portion of the increase in sales taxes generated within the TIF District specified in the TIF Plan. The funds derived from the sale of the bonds will be used to reimburse the Developer for costs of the Infrastructure Improvements. These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

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

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

The Board hereby declares its intention, upon establishment of the TIF District and the approval of the TIF Plan, to issue tax increment financing bonds not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), for the Infrastructure Improvements. These bonds will be secured solely by a pledge of the increase in ad valorem taxes of the City and the County on real and personal property generated within the

TIF District and the increase in sales taxes rebates for the City generated within the TIF District as described in the TIF Plan. The funds derived from the sale of the bonds will be used for the Infrastructure Improvements. These bonds shall never constitute an indebtedness of the City within the meaning of any state constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the City, other than from the sources set forth herein, or a charge against its general credit or taxing powers.

Pursuant to Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”), the Board hereby declares its official intent to reimburse expenditures made for the Infrastructure Improvements prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations. The Bonds will be secured solely by a pledge of the increased ad valorem taxes for the City and the County and sales tax rebates for the City generated within the proposed TIF District.

A public hearing shall be held with respect to the TIF Plan and the issuance of the TIF bonds at the regular meeting room of the Board at the City Hall of the City of Starkville, Mississippi at 110 West Main Street, Starkville, MS 39759 at 5:30 p.m., on September 20, 2016.

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

8. CONSIDERATION OF A RESOLUTION APPROVING A REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT, A REGIONAL ECONOMIC DEVELOPMENT ACT APPLICATION TO THE MISSISSIPPI DEVELOPMENT AUTHORITY, AND CERTAIN PROFESSIONAL SERVICE PROVIDERS IN CONNECTION WITH THE DEVELOPMENT OF A NEW INDUSTRIAL AND TECHNOLOGY PARK AND RELATED MATTERS.

Mayor Wiseman presented a Resolution of which the purpose is to allow the City and County to work together to provide benefits which working toward the proposed Industrial Park separately would not bring. A committee will be formed at a later date.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to approve a Resolution approving a Regional Economic Development Act Alliance Agreement, a Regional Economic Development Act application to the Mississippi Development Authority, and certain professional service providers in connection with the development of a new Industrial and Technology Park and related matters, the Board voted as follows to approve the motion:

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

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

A RESOLUTION APPROVING A REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE

**AGREEMENT, A REGIONAL ECONOMIC DEVELOPMENT ACT APPLICATION TO THE
MISSISSIPPI DEVELOPMENT AUTHORITY, AND CERTAIN PROFESSIONAL SERVICE
PROVIDERS IN CONNECTION WITH THE DEVELOPMENT OF A NEW INDUSTRIAL AND
TECHNOLOGY PARK AND RELATED MATTERS.**

WHEREAS, the Board of Aldermen of the City of Starkville, Mississippi (the "Board" of the "City"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Effective on or about October 1, 2014, Oktibbeha County, Mississippi (the "County"), entered into a contract (the "Economic Development Service Agreement") with the Golden Triangle Development LINK, a Mississippi non-profit corporation (the "LINK"), for the LINK to provide economic development services to the County; and in connection therewith, the County assigned to the City, and the City assumed from the County, a portion of such contractual rights and obligations of the County in order that the LINK will also provide such economic development services to the City;

2. WHEREAS, in the course of performing its work in accordance with the LINK Contract, the LINK recommended to the County and the City that a site for new industrial and technology park be located within both the County and the City and that such park be developed in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the surrounding area of Mississippi commonly known as the Golden Triangle region (the "Project");

3. WHEREAS, the City has recognized a need to develop the Project in the City in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the City, the County, and the Golden Triangle region;

4. WHEREAS, at the direction of the City, the LINK searched for a suitable location within the City to locate the Project;

5. WHEREAS, the LINK identified a suitable site to develop the Project within the City and entered into one or more assignable contracts for the option to purchase the real property parcels collectively consisting of the approximately 384 +/- acres comprising the proposed Project site located immediately northwest of the intersection of Highway 82 and Highway 389 in the City (the "Project Site"), and has estimated that the total expenditure required for the acquisition and development of the Project on such site, and the public infrastructure improvements associated therewith, will equal approximately Fourteen Million Dollars (\$14,000,000), which aggregate amount includes, but is not limited to, the costs to acquire the land, due diligence costs such as boundary surveys, environmental assessments, endangered species assessments, wetlands mitigation studies, cultural resource studies, property appraisals, soil borings and other engineering activities, public infrastructure such as water, sewer and roadway improvements and various other costs included in the definition of "cost of {JX218617.2} project" as such term is defined in Section 57-64-7 of the Mississippi Code of 1972, as amended (collectively, the "Project Costs");

6. WHEREAS, on May 2, 2016, the Board of Supervisors of the County adopted a resolution selecting the Project Site as its desired location for the development of the Project;

7. WHEREAS, on May 17, 2016, the Board similarly recognized a need to work jointly with the County to develop the Project in the City in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the City, the County and the Golden Triangle region and by resolution selected the Project Site as its desired location for the development of the Project;

8. WHEREAS, in order to finance one-half of the Project Costs, the City adopted on June 21, 2016, a resolution of intent to issue new, general obligation bonds of the City pursuant to Sections 21-33-301 through 21-33-329 and 57-64-15 of the Mississippi Code of 1972, as amended. in the maximum principal amount of up to of Seven Million Dollars (\$7,000,000) (the "City Bonds");

9. WHEREAS, in order to finance the remaining one-half of the Project Costs, the County adopted on June 27, 2016, a resolution of intent to issue new, general obligation bonds of the County pursuant to Sections 19-9-1 through 19-9-31 and 57-64-15 of the Mississippi Code of 1972, as amended, in the maximum principal amount of up to of Seven Million Dollars (\$7,000,000) (the "County Bonds");

10. WHEREAS, on August 1, 2016, the County held a public hearing with respect to the proposed issuance of the County Bonds and no protest to said issuance was raised by any member of the public;

11. WHEREAS, on August 2, 2016, the City held a public hearing with respect to the proposed issuance of the City Bonds and no protest to said issuance was raised by any member of the public;

12. WHEREAS, pursuant to the provisions of the Regional Economic Development Act (the “REDA”), cited as Section 57-64-1 *et seq.*, of the Mississippi Code of 1972, as amended, local government units of the State of Mississippi (such as the City and the County), in order to make the most efficient use of their powers and resources, may cooperate and contract with one another for mutual advantage to share the costs of and revenues derived from a project and to, among other things, issue general obligation bonds to finance a project and provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and economic development of the local government units;

13. WHEREAS, the REDA provides that local governmental units of the State of Mississippi may, in connection with a “project” as defined by the REDA, contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by each local governmental unit individually;

14. WHEREAS, pursuant to the REDA, the development of a new industrial and technology park, including the acquisition of land and acquisition or construction of improvements to such land, constitute a “project” for purposes of the REDA;

15. WHEREAS, the City desires to enter into a REDA Alliance Agreement with the County, pursuant to the REDA and in accordance with the authority granted to the City under Section 21-17-5 of the Mississippi Code of 1972, as amended, and subject to approval by the Office of the Attorney General of the State, in order to form an alliance between the City and the County pursuant to the REDA (the “Alliance”) and set forth the duties and obligations of the City and County in connection with the joint development thereby of the Project;

16. WHEREAS, there has been presented to the Board a draft of a REDA Alliance Agreement (the “REDA Agreement”) by and between the City and the County (a copy of which is attached hereto as **Exhibit “A”**);

17. WHEREAS, before the City may issue the City Bonds and before the County may issue the County Bonds to jointly fund the Project, the City and the County must first apply to the Mississippi Development Authority for a certificate of public convenience and necessity for the Project;

18. WHEREAS, there has been presented to the Board a draft of a REDA Application to the Mississippi Development Authority (the “REDA Application”) for submission by the City;

19. WHEREAS, in late 2015 and during the course of 2016, typical pre-development due diligence efforts were commenced with respect to the Project Site and included activities such as phase I environmental and cultural/historical assessments, as well as engineering work to identify and design the most cost-efficient locations and construction methods for the new roadways, water and sewer infrastructure and other public improvements for the Project and to help identify any unseen potential problems that could later inhibit the development or cause unexpected cost overruns;

20. WHEREAS, the LINK engaged Headwaters, Inc., an environmental engineering firm, to conduct environmental and cultural/historical due diligence on the property, Neel-Schaffer, Inc., a civil engineering firm, to conduct certain preliminary engineering work to identify and design the most cost-efficient locations and construction methods for the new roadways, water and sewer infrastructure and other public improvements for the Project and to help identify any unseen potential problems that could later inhibit the development or cause unexpected cost overruns, and Jones Walker LLP, a law firm, to perform various initial legal services with respect to the Project including, but not limited to, the preparation of the REDA Agreement, the REDA Application, contracts for the option to purchase the parcels comprising the Project Site and other such legal work required in connection with the Project;

21. WHEREAS, the LINK, in compliance with Section 2.01 of the Economic Development Services Agreement, has identified and recommended to the Board that Headwaters, Inc. and Neel-Schaffer, Inc. be approved by the Board to continue to provide, on behalf of the City, the County and the Alliance (upon the effectiveness of the REDA Agreement), such surveying, design, engineering and construction management services as may {JX218617.2}

be necessary or desirable for the timely and efficient acquisition, development and construction of the Project, including the performance of any such work arising from the acquisition, development and construction of public improvements to be owned by the City and located on the Project Site or which otherwise will support the Project, and pursuant to Sections 2.01 and 3.01 of the Economic Development Services Agreement, the LINK be reimbursed, from the proceeds of the City Bonds (conditioned upon the issuance and sale thereof by the City) for such professional fees and costs due or which become due to Headwaters, Inc. and Neel-Schaffer, Inc., respectively, with respect to such work performed, or to be performed, by such professional service firms in connection with the Project;

22. WHEREAS, the LINK, in accordance with Section 2.01 of the Economic Development Services Agreement, has

also identified and recommended to the Board that Jones Walker LLP continue to serve as legal counsel for the LINK with respect to the Project and the Alliance, and has requested that, pursuant to Sections 2.01 and 3.01 of the Economic Development Services Agreement, the LINK be reimbursed from the proceeds of the City Bonds (conditioned upon the issuance and sale thereof by the City) for such legal fees and costs due, or which become due, to Jones Walker LLP with respect to legal work performed, or to be performed, by such law firm in connection with the Project and the Alliance;

23. WHEREAS, because of the experience developed to date by Headwaters, Inc., Neel-Schaffer, Inc. and Jones Walker LLP with respect to the Project, the continued involvement of such professionals in the Project is essential to the timely and efficient acquisition, development and construction thereof; and

24. WHEREAS, the Board now finds and determines that it would be in the best interest of the City and its citizens for the Board to:

(i) approve and execute the REDA Agreement, submit the same to the Office of the Attorney General of the State for approval, and upon approval of such agreement by the Office of the Attorney General of the State, perform the City's obligations pursuant thereto;

(ii) approve and execute (to the extent required) the REDA Application and authorize the County to submit such application to the Mississippi Development Authority for approval and issuance thereby of a certificate of public convenience and necessity for the Project; and

(iii) approve the continued involvement of Headwaters, Inc., Neel-Schaffer, Inc. and Jones Walker, Inc. with respect to the Project and approve the payment and/or reimbursement, as applicable, of the associated professional fees and costs incurred in connection therewith from the proceeds of the City Bonds conditioned upon the issuance and sale thereof by the City or such other funds specially approved by the Board at the time of payment thereof.

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

SECTION 1. Authorization of REDA Agreement. The REDA Agreement is hereby approved, and the Mayor and the Clerk of the Board are hereby authorized to execute and deliver {JX218617.2}

the REDA Agreement under the seal of the City, for and on behalf of the City, in substantially the form attached hereto as **Exhibit "A"**, with such completions, changes, insertions and modifications as shall be approved by the City Attorney and the Mayor, the approval thereof by the City Attorney and the execution thereof by the Mayor to be conclusive evidence of such approval; all provisions of the REDA Agreement, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the extent as if separately set out verbatim herein; and in the event of any conflict between the provisions of this resolution and the provisions of the REDA Agreement, the provisions of the REDA Agreement shall govern. The Board also hereby authorizes the Board of Supervisors of the County or its designee, upon execution of the REDA Agreement by the County, to submit the executed REDA Agreement to the Office of the Attorney General of the State for approval thereby of such agreement.

SECTION 2. Authorization of REDA Application. The REDA Application is hereby approved, and the Mayor and the Clerk of the Board are hereby authorized to execute (to the extent required) the REDA Application under the seal of the City for and on behalf of the City, in substantially the form attached hereto as **Exhibit "B"**, with such completions, changes, insertions and modifications as shall be approved by the City Attorney and the Mayor, the approval thereof by the City Attorney and the Mayor (and, to the extent required, the execution thereof by the Mayor) to be conclusive evidence of such approval.

SECTION 3. Approval of Professional Appointments.

A. Headwaters, Inc. is hereby approved, subject to approval by the County, to continue to serve as the environmental engineering firm for the Project, to conduct environmental and cultural/historical due diligence on, and any resulting mitigation of, any property with respect to the Project, and to perform any other such other work as may be directed by the Alliance pursuant to the REDA Agreement upon the effectiveness thereof. All fees and charges for such work payable by the City in accordance with Sections 2.01 and 3.01 of the Economic Development Services Agreement and/or the REDA Agreement, upon the effectiveness thereof, may be paid using only the proceeds from the issuance and sale of the City Bonds or such other funds specially approved at such time by the Board.

B. Neel-Schaffer, Inc. is hereby approved, subject to approval by the County, to continue to serve as the civil engineering firm for the Project, to conduct the engineering work necessary or desirable for the location and construction of the new roadways, water and sewer infrastructure and other public improvements for the Project, to help identify any unseen potential problems that could later inhibit the development or cause unexpected cost overruns, and to perform any other such other work as may be directed by the Alliance pursuant to the REDA Agreement upon the effectiveness thereof. All fees and charges for such work payable by the City in accordance

with Sections 2.01 and 3.01 of the Economic Development Services Agreement and/or the REDA Agreement, upon the effectiveness thereof, may be paid using only the proceeds from the issuance and sale of the City Bonds or such other funds specially approved at such time by the Board.

C. Jones Walker LLP is hereby approved, subject to approval by the County, to continue to serve as legal counsel for the LINK with respect to the Project and the Alliance. All fees and charges for such work payable by the City in accordance with Sections 2.01 and 3.01 of the Economic Development Services Agreement and the REDA Agreement, upon the effectiveness thereof, may be paid using only the proceeds from the issuance and sale of the City Bonds or such other funds specially approved at such time by the Board.

REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT

This Regional Economic Development Act Alliance Agreement (this “Agreement”) is made and entered into as of this ____ day of _____, 2016, by and between Oktibbeha County, Mississippi, acting by and through its Board of Supervisors (the “County”), and the City of Starkville, acting by and through its Mayor and Board of Aldermen (the “City,” and together with the County, each a “Party” and collectively, the “Parties”).

RECITALS:

WHEREAS, the Board of Supervisors of the County is the duly elected and serving governing authority of the County;

WHEREAS, the Mayor and Board of Aldermen of the City are the duly elected and serving governing authority of the City;

WHEREAS, pursuant to the provisions of the Regional Economic Development Act (the “REDA”), cited as Section 57-64-1 *et seq.*, of the Mississippi Code of 1972, as amended (the “Code”), local government units (such as the Parties), in order to make the most efficient use of their powers and resources, may cooperate and contract with one another for mutual advantage to share the costs of and revenues derived from a project and to, among other things, issue general obligation bonds to finance a project, and provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and economic development of the local government units;

WHEREAS, the REDA provides that local governmental units of the State of Mississippi (the “State”) may, in connection with a “project” as defined by the REDA, contract to jointly exercise and carry out any power, authority or responsibility exercised or capable of being exercised by each local governmental unit individually;

WHEREAS, pursuant to the REDA, the development of a new industrial and technology park, including the acquisition of land and acquisition or construction of improvements to such land, constitute a “project” for purposes of the REDA;

WHEREAS, the County desires to enter into this Agreement, pursuant to the REDA and in accordance with the authority granted to the County under Section 19-3-40 of the Code, in order to set forth the respective duties and obligations of each Party in connection with the development of the Project (as hereinafter defined);

WHEREAS, the City desires to enter into this Agreement, pursuant to the REDA and in accordance with the authority granted to the City under Section 21-17-5 of the Code, in order to set forth the duties and obligations of each Party in connection with the development of the Project (as hereinafter defined);

WHEREAS, approximately three (3) years ago, the County and the City each entered into a professional services agreement with the Golden Triangle Development LINK, a Mississippi nonprofit corporation (the “LINK”) pursuant to which the LINK provided professional economic development services for the benefit of the County and the City (the “Original LINK Contract”);

WHEREAS, effective on or about October 1, 2014, the County and the City terminated the Original LINK Contract and the County and the City (by means of an assignment) entered into a new professional services agreement with the LINK pursuant to which it continues to provide professional economic development services for the benefit of the County and the City (the “LINK Contract”);

WHEREAS, in the course of performing its work in accordance with the LINK Contract, the LINK has recommended to the County and the City that a new industrial and technology park located within both the County and the City (the “Project”) be developed in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the surrounding area of Mississippi commonly known as the Golden Triangle region;

WHEREAS, the Parties have recognized a need to develop the Project in the City and the County in order to attract more technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the Golden Triangle region;

WHEREAS, at the direction of the Parties, the LINK searched for a suitable location within both the County and the City to locate the Project;

WHEREAS, the LINK has identified a suitable site to develop the Project within both the County and the City, and has entered into one or more assignable contracts for the option to purchase the real property parcels collectively comprising the approximately 380 +/- acres comprising the proposed Project site located immediately northwest of the intersection of Highway 82 and Highway 389 in the City and the County (the “Options”), and has estimated that the total expenditure required for the acquisition and development of the Project on such site, and the public infrastructure improvements associated therewith, will equal approximately Fourteen Million Dollars (\$14,000,000), which aggregate amount includes, but is not limited to, the costs to acquire the land, due diligence costs such as boundary surveys, environmental assessments, endangered species assessments, wetlands mitigation studies, cultural resource studies, property appraisals, soil borings and other engineering activities, public infrastructure such as water, sewer and roadway improvements and various other costs (*e.g.*, clearing, grubbing and grading) included in the definition of “cost of project” as such term is defined in Code Section 57-64-7 (collectively, the “Project Costs”);

WHEREAS, in order to finance one-half of the Project Costs, the County desires to issue new, general obligation bonds of the County pursuant to Code Sections 19-9-1 through 19-9-31 and 57-64-15 in the maximum principal amount of Seven Million Dollars (\$7,000,000) (the “County Bonds”);

WHEREAS, in order to finance the remaining one-half of the Project Costs, the City desires to issue new, general obligation bonds of the City pursuant to Code Sections 21-33-301 through 21-33-329 and 57-64-15 in the maximum principal amount of Seven Million Dollars (\$7,000,000) (the “City Bonds”);

WHEREAS, the Parties each desire that the LINK continue to make recommendations and advise the County and the City regarding the development and operation of the Project by continuing to oversee the development of all plats, layouts, conceptual drawings, right-of-ways and other plans and specifications, the selection of various professional service providers including, without limitation, engineering service providers, and the recruitment of tenants to the Project after its development, all in furtherance of the LINK’s obligations under the LINK Contract and all subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Parties desire to enter into this Agreement to set forth the various rights, responsibilities and duties of each Party and to set forth the terms and conditions for the development and operation of the Project;

WHEREAS, it is in the best interests of the citizens of the County that the County enter into and execute the Agreement;

WHEREAS, it is in the best interests of the citizens of the City that the City enter into and execute the Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE ABOVE AND THE MUTUAL BENEFITS ACCRUING TO THE COUNTY AND THE CITY, THE COUNTY AND THE CITY DO HEREBY AGREE AS FOLLOWS:

Duration. This Agreement shall be in force and effect unless and until terminated in accordance with the provisions of Section 6 hereof.

Purpose. The purpose of this Agreement is to define the respective responsibilities of the Parties with respect to the Project.

Organization; Statutory Authority. The alliance formed by the Parties by this agreement (the “Alliance”) shall be governed by a board that is a separate legal and/or administrative entity (the “Alliance Board”) that shall at all times consist of the then current members of the board of the Oktibbeha County Economic Development Authority (“OCEDA”). The Alliance Board shall have any and all powers granted unto it under and pursuant to the REDA. The Alliance Board shall take action in the same manner and in accordance with the same procedures established for the OCEDA board by Chapter 880, Local and Private Laws of the State of Mississippi of 1984, as amended. The County and the City are authorized by the REDA and by Title 19 and Title 21 of the Code, respectively, to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. The County shall submit, on behalf of the County and the City, an application to the Mississippi Development Authority for a certificate of public convenience and necessity authorizing the creation of the Alliance in connection with the Project.

Financing, Staffing and Supplying.

a. The Alliance shall be financed as a joint undertaking of the Parties in accordance with the terms and conditions of this Agreement. Fifty percent (50%) of the Project Costs shall be paid by the County and the remaining fifty percent (50%) of the Project Costs shall be paid by the City; provided, however, that each Party's obligation to pay its fifty percent (50%) of the Project Costs shall not exceed Seven Million and 00/100 Dollars (\$7,000,000.00) unless the Parties otherwise mutually agree in writing. All of the staffing pertaining to the acquisition, construction, development and/or tenant recruitment for the Project will be provided by the LINK in accordance with LINK Contract. The Parties hereby designate and authorize the Alliance Board to confer with, and solicit the advice and recommendations, of the LINK with respect to the acquisition and development of the Project, and to exercise all powers needed to carry out and assist in such acquisition and development thereof. The Alliance Board shall be responsible for approving all invoices and/or other payment obligations for Project Costs; provided, however, that the Alliance Board may designate one or more officers thereof to grant such approvals to the extent such invoices and/or other payments of Project Costs fall within the Project budget prepared in accordance with Section 4(b) hereof. Following such approval, the City shall remit its fifty-percent (50%) share of the Project Costs to the County and the County shall pay such invoices and/or other payment obligations.

The Alliance Board, with assistance from the LINK in accordance with the LINK Contract, shall establish a budget for the Project; provided, however, that the total budget for the Project shall not exceed Fourteen Million and 00/100 Dollars (\$14,000,000.00) without the prior consent of the Parties. The County Administrator of the County, or such other official of the County as shall be designated by the County with notice to the City, is hereby designated to receive, disburse and account for all funds of the Alliance.

Operation of Alliance and the Project. The operation of the Alliance and the acquisition, construction and development of the Project shall be carried out by the Alliance Board as described in Section 4 of this Agreement and as may be otherwise provided herein, pursuant to the REDA. Upon completion of the acquisition, construction and development of the Project, the Project shall be thereafter operated and maintained by OCEDA, provided, however, that the City shall be responsible for providing and maintaining the public roads, public utilities and related public improvements located on the Project site or otherwise serving the Project because the Project is located within the municipal boundaries of the City.

Termination; Disposition of Property. This Agreement shall terminate only upon the mutual written agreement of the Parties. There will be no property owned by the Alliance, and at the termination of the Agreement any property owned by the Parties shall remain its property.

Amendment. This Agreement may be amended at any time by the mutual consent of the Parties evidenced by a written agreement entered into pursuant to the provisions of the REDA.

Administration of Issuance of Bonds. The County shall issue and administer the County Bonds, and the City shall issue and administer the City Bonds subject to Section 4 hereof.

Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.

b. All property for the Project including, but not limited to, the property subject to the Options, shall be acquired, held and disposed of by either OCEDA, the County or the Oktibbeha County Economic Development District created or to be created in accordance with Code Section 19-5-99. The Alliance Board shall be authorized to determine which entity shall be entitled to acquire, hold and dispose of property for the Project and shall direct the LINK, pursuant to the LINK Contract, to assign the Options to such entity. Notwithstanding the foregoing, those portions of the Project-related property acquired by either OCEDA, the County or the Oktibbeha County Economic Development District which are needed for the construction and installation of public improvements to be owned and maintained by the City (*e.g.*, public roads, public utilities, etc.) shall be conveyed by deed, easement or other such transfer to the City at no cost thereto to the extent that such property must be owned or controlled by the City in order for the City to provide and maintain such public improvements thereon.

The Parties shall have the right, upon request, to review all plans, specifications and expenditures for all Project Costs. Furthermore, the Parties shall have access to all records pertaining to the Project.

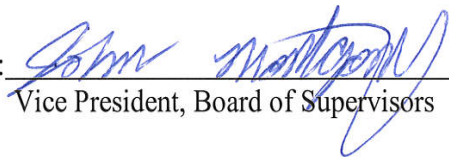
Each Party shall grant any necessary easements on property on which such Party can grant such rights to aid in the development of the Project.

Revenues from the Project. Any revenues from the Project shall be allocated in accordance with the laws of the State, including, but not limited to, Title 19, Title 21 and Title 27 of the Code.

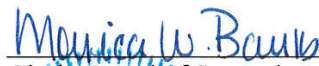
Effective Date; Approvals; Filing. This Agreement shall be effective from and after the last to occur of the following: (a) this Agreement has been executed by all Parties hereto, (b) the approval of this Agreement by the Mississippi Attorney General has been obtained, (c) the certificate of public convenience and necessity for the Alliance has been obtained from the Mississippi Development Authority, and (d) this Agreement has been filed with the Chancery Clerk of Oktibbeha County, Mississippi and the Mississippi Secretary of State.

WITNESS the signatures of the duly authorized officers of the County and the City as of the date first above written.

OKTIBBEHA COUNTY, MISSISSIPPI

By: 
Vice President, Board of Supervisors

ATTEST:


Clerk, Board of Supervisors



(SEAL)



CITY OF STARKVILLE, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

MISSISSIPPI REGIONAL ECONOMIC DEVELOPMENT (REDA) ALLIANCE CERTIFICATE APPLICATION

The following questions have been broadly designed under the REDA Program to Provide the Mississippi Development Authority (MDA) a complete factual background for approval of a request for a REDA Certificate. Please answer all questions. Insert "NONE" or "NOT APPLICABLE" where necessary. If an estimate is given, indicate "EST," after the figure. Attach additional sheets if more space is needed. Return the original and one copy of this application to MDA.

LOCAL GOVERNMENT UNIT

(Provide the information on each governmental unit participating in the REDA for Questions 1, 2, and 3 below.

1(a). Local Government Unit:

Name: Oktibbeha County, Mississippi

Principal address: 101 E. Main Street, Starkville, Mississippi 39759

Attention: President, Board of Supervisors

Telephone number: (662) 323-5834

2(a). Responsible Local Officer:

Name: Orlando Trainer

Title: President, Board of Supervisors

Address: 101 E. Main Street, Starkville, Mississippi 39759

Telephone number: (662) 323-5834

3(a). The Local Government Unit is legally incorporated a/an:

City Government ☐

Incorporated Town ☐

County Government **X**

Other _____ ☐

1(b). Local Government Unit:

Name: Starkville, Mississippi

Principal address: 110 West Main Street, Starkville, MS 39759

Attention: Mayor

Telephone number: (662) 323-2525

2(b). Responsible Local Officer:

Name: Parker Wiseman

Title: Mayor

Address: 110 W. Main Street, Starkville, Mississippi 39759

Telephone number: (662) 323-5834

3(b). The Local Government Unit is legally incorporated a/an:

City Government **X**

Incorporated Town ☐

County Government ☐

Other _____ ☐

4. Authorized Representative completing this application:

Name: Joe Higgins

Title: CEO, Golden Triangle Development LINK

Address: 1102 Main Street, Columbus MS 39703

Telephone number: (662) 328-8369

5. Do the local government units wish to form an Alliance without having a specific project?

Yes * ☐

No X

If yes, please answer as many of the questions as possible. Mark N/A if the question is not applicable at this time.

6. Name of the municipality where the project will be located: City of Starkville

7. Name of the county where the project will be located: Oktibbeha County

BOND ISSUANCE REQUEST

1. Bonds being issued under what statutory authorization?

Sections 19-9-1 through 19-9-31 (with respect to the bonds to be issued by Oktibbeha County), Sections 21-33-301 through 21-33-329 (with respect to the bonds to be issued by the City of Starkville) and 57-64-1 *et seq.* (with respect to all such bonds), of the Mississippi Code of 1972, as amended.

2. What is the structure of the proposed bond issue?

Bond issue amount Up to \$7,000,000 to be issued by Oktibbeha County

Up to \$7,000,000 to be issued by the City of Starkville

Repayment term Up to 20 years

Estimated interest rate TBD at closing of each bond issue

3. Provide a detailed description of the type of bonds, how the proposed bonds are to be repaid, and that the Local Government Unit(s) has/have the capacity to issue debt for this project:

See response #1 immediately above. The bonds to be issued by Oktibbeha County shall be a general obligation of the county and shall be repaid from ad valorem tax revenues received by the county. Similarly, the bonds to be issued by the City of Starkville shall be a general obligation of the City and shall be repaid from ad valorem and sales tax revenues received by the City. Please see **Exhibit "A"** attached hereto with respect to the capacity of each Local Governmental Unit to issue the bonds contemplated for this Project.

REVENUE SHARING INFORMATION

1. Provide an estimate of the revenue to be produced as a result of the formation of the Alliance and/or funding of the Regional Alliance Development Project*.

Annual Revenue Amount \$48,000,000 over 20 years – Est.*
(or 2,400,000/yr. on average)

* Assumes one FILOT eligible project of \$150 million and 12 additional projects, each with an average capital investment of \$15 million. Projection only estimates incremental ad valorem taxes resulting from the Project and does not include anticipated incremental sales/use tax revenues payable to the City of Starkville arising from incremental restaurant, hotel and retail sales during construction periods and arising from vendors, suppliers, etc. which will be needed to serve new Project occupants. Projection also excludes incremental water and sewer revenues payable to City of Starkville, which will provide such utilities to the new Project occupants.

Source of Revenue Breakdown:

Funding Source Annual Collection/Funds

See explanation above See explanation above

*** If the amount shown does not exceed the amount owed (See Question #2, Page 3), provide an explanation showing how the debt will be repaid (provide answer in Question #3, Page 3).**

Provide a breakdown of how the Alliance members propose to share the revenue reflected above: Each Alliance member will collect and retain the ad valorem tax and other revenues arising from the Project, which are due to such Alliance member in accordance with applicable Mississippi law. **ALLIANCE**

MEMBERS

REVENUE TYPE

See above explanation.

TOTAL REVENUE

NATURE AND COST OF THE REDA PROJECT

1. Describe the REDA Project, including its members, functions and principal components:

The project (the "Project") will be a new industrial and technology park located within both Oktibbeha County (the "County") and the City of Starkville (the "City"). The County and the City will be the only members of the regional economic development alliance formed in connection with the Project (the "Alliance"), which will be funded and developed by such local government entities in order to attract critically needed technology- and manufacturing-based enterprises to invest in, and create new and better job opportunities for the citizens of, the County, the City and the surrounding region.

The City and County have jointly identified a suitable site to develop the Project within both the County and the City, and at their direction, The Golden Triangle Development LINK (the "LINK"), entered into one or more assignable contracts for the option to purchase the real property comprising the approximately 384 +/- acres, which property is located immediately northwest of the intersection of Highway 82 and highway 389 in the City and will, upon acquisition thereof, comprise the proposed Project site. Prior to the acquisition of the Project site property, the LINK will assign its options to acquire such property to the County, which will acquire and own the Project site during the construction and development of the Project; provided that, upon completion of the Project, the County may transfer the Project to the Oktibbeha County Economic Development Authority ("OCEDA"), established by Chapter 880, Local and Private Laws of the State of Mississippi of 1984 or a County economic development district (an "EDD") created pursuant to Section 19-5-99 of the Mississippi Code of 1972, as amended, to the extent such transferee assumes the obligation of maintaining the Project. Notwithstanding the foregoing, the County will convey to the City such portions of the Project site upon which City roads and utilities will be constructed and maintained by the City.

The projected total expenditures required for the acquisition and development of the Project and public infrastructure improvements associated therewith will equal approximately Fourteen Million Dollars (\$14,000,000), which aggregate amount includes, but is not limited to, the costs to acquire the land, due diligence costs such as boundary surveys, environmental assessments, endangered species assessments, wetlands mitigation studies, cultural resource studies, property appraisals, soil borings and other engineering activities, public infrastructure such as water, sewer and roadway improvements and various other costs included in the definition of "cost of project" as such term is defined in Section 57-64-7 of the Code (collectively, the "Project Costs").

The Project shall be financed as a joint undertaking of the County and the City. Fifty percent (50%) of the Project Costs shall be paid by the County and fifty percent (50%) of the Project Costs shall be paid by the City. In order fund the Project Costs, the County and City will each issue and sell new, general obligation bonds in the maximum principal amount of Seven Million Dollars (\$7,000,000), which, when combined, will total the Fourteen Million Dollars (\$14,000,000) needed to fund the total Project Costs; provided, however, that each member's obligation to pay fifty (50%) of the total Project Costs may exceed \$7,000,000 if all such Alliance members agree in writing to pay such additional costs, and any such incremental costs may be paid from any source of funds available to such Alliance members.

As permitted by Section 57-64-19(1) of the Mississippi Code of 1972, as amended, the Alliance will be governed and administered by the board of the Oktibbeha County Economic Development Authority ("OCEDA"), established by Chapter 880, Local and Private Laws of the State of Mississippi of 1984, as amended or, upon the agreement of the Alliance members, a board that is a separate legal and/or administrative entity (that shall consist of the then current members of the board of the OCEDA (in either case, the "Alliance Board"). In either instance, the Alliance Board shall have any and all powers granted unto it under and pursuant to the Regional Economic Development Act. The Alliance Board shall take action in the same manner and in accordance with the same procedures established for the OCEDA board by Chapter 880, Local and Private Laws of the State of Mississippi of 1984, as amended.

Pursuant to the agreement for the Alliance, entered into in accordance with Sections 57-64-13 and -21 of the Mississippi Code of 1972, as amended, the County and the City will designate and authorize the Alliance Board to exercise all powers needed to carry out and assist in the development of the Project, with assistance to be provided by the LINK. The Alliance Board, with input and recommendations to be provided by the LINK, shall approve all invoices and/or other payment obligations for Project Costs. Following such approval, the City shall remit its fifty percent (50%) share of the Project Costs to the County and the County shall pay such invoices and/or other payment obligations, inclusive of the County's fifty percent (50%) of such Project Costs. The County Administrator of the

County, or such other official of the County as shall be designated by the County with notice to the City, will be designated to receive, disburse and account for all funds of the Alliance.

2. Indicate, by principal components, you current estimates of the total costs for the acquisition and construction of the REDA Project and source of funds for such, including:

	FINANCED AS PART OF THE REDA	OTHER GOVT FINANCING	OTHER	TOTAL
LAND*	\$6,289,100			\$6,289,100
SITE PREPARATION	\$200,000			\$200,000
LEASEHOLD INTEREST	N/A	N/A	N/A	N/A
UTILITY, SEWAGE AND SIMILAR IMPROVEMENTS (WHETHER OR NOT ON-SITE)	\$5,610,000			\$5,610,000
OFF-SITE IMPROVEMENTS (NOT INCLUDED IN THE PRIOR CATEGORY)	N/A	N/A	N/A	N/A
BUILDING	N/A	N/A	N/A	N/A
RENOVATION	N/A	N/A	N/A	N/A
EQUIPMENT	N/A	N/A	N/A	N/A
INTEREST AND TAXES DURING CONSTRUCTION	N/A	N/A	N/A	N/A
ARCHITECT	N/A	N/A	N/A	N/A
ENGINEERING AND PLANNING	\$386,000			\$386,000
SURVEYS AND OTHER DUE DILIGENCE	\$95,000			\$95,000
LEGAL FEES (OTHER THAN FINANCING COSTS)	\$75,000			\$75,000
FINANCING COST	\$250,000			\$250,000
CONTINGENCIES	\$1,094,900			\$1,094,900
TOTAL	\$14,000,000			\$14,000,000

* Any cultural resources mitigation costs are not included estimates and will be offset, dollar for dollar, by a reduction in the land acquisition cost.

3. REDA Project Funds will be used for construction, rehabilitation, repair, expansion or improvement of:

- ☒ Drainage systems
- ☒ Energy facilities (power generation and distribution)
- ☒ Sewer systems
- ☒ Transportation facilities (e.g., roads, sidewalks, bridges, rail, port, river, airport or pipeline)
- ☐ Waste disposal facilities
- ☒ Water supply systems (storage, treatment and distribution)
- ☒ Buildings and site improvements (including fixtures)
- ☒ Land acquisition
- ☐ Waterworks and sewage for military camps (Section 17-5-3)

☐ Regional waste authority

☐ Other _____

4. If REDA Bond proceeds will be used to acquire land, specify the current owner of the site and the date(s) on which the site will be acquired.

The parcels comprising the property are owned by the following persons and/or entities:

1. The Dudley Waldrop Irrevocable Trust, Pamela Warnken, Trustee, and the D.D. Waldrop Irrevocable Trust, Denise Waldrop, Trustee– property will be acquired within 60-90 days of bond issuance;
2. The Dempsey Clark Strange Unified Credit Trust, William F. Gillis, Successor Trustee: LMK, LLC, Daniels Investments, LLC, Margaret Sudduth Copeland – property will be acquired within 60-90 days of bond issuance;
3. Carolyn Retherford Stanley and Kay Schmitz – property will be acquired within 60-90 days of bond issuance;
4. Robert Clark McMinn, Jr. (a/k/a Clark McMinn) – property will be acquired within 60-90 days of bond issuance; and
5. LMK, LLC, Daniels Investments, LLC and Margaret Sudduth Copeland– property will be acquired within 60-90 days of bond issuance.

5. Has or will the Alliance acquire a leasehold interest in the site?

☐ Yes ☒ No

6. Specify the number of net, new full-time jobs to be created and maintained at the REDA Project site: 1,200-1,500 (Est.)

EXHIBIT “A”

Oktibbeha County:

1. Legal Debt Limit Statement - As of March 31, 2016.

	2. 15% Limit	3. 20% Limit
4. Authorized Debt Limit (Last Completed Assessment for Taxation - \$364,640,691)	5. \$54,696,103	6. \$72,928,138
7. Present Debt Subject to Debt Limits	8. 24,695,000	9. 24,695,000
10. Margin for Further Debt Under Debt Limits	11. \$30,001,103	12. \$48,233,138

Outstanding General Obligation Bonded Debt - As of March 31, 2016.

13. Issue	14. Date of Issue	15. Outstanding Principal
16. General Obligation Bond, Series 2009 ⁶	17. 10/14/09	18. \$18,495,000
19. General Obligation Bond Project ⁷	20. 09/30/10	21. 5,850,000

22.	General Obligation Refunding Bonds, Series 2011	23.	08/31/11	24.	620,000
25.	Total			26.	\$24,965,000

-
- ⁶ This bond, secured by the full faith and credit of the County, was purchased by the Mississippi Development Bank from the proceeds of its \$21,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2009 (Oktibbeha County, Mississippi General Obligation Bond Project), dated October 14, 2009.
- ⁷ This bond, secured by the full faith and credit of the County, was purchased by the Mississippi Development Bank from the proceeds of its \$6,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2010 (Oktibbeha County, Mississippi General Obligation Bond Project), dated September 30, 2010.
- ⁸ The \$8,600,000 Limited Tax and Hospital Revenue Bonds, Series 2013 were issued for the purpose of the refinance, prepayment and refunding of a portion of the County's \$16,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2002 (Oktibbeha County, Mississippi Hospital Project), dated as of November 1, 2002.
- ⁹ The \$3,515,000 Limited Tax and Hospital Revenue Refunding Bonds, Series 2014 were issued for the purpose of the refinance, prepayment and refunding of all of the outstanding \$16,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2002 (Oktibbeha County, Mississippi Hospital Project), dated as of November 1, 2002.
-

City of Starkville:

(See attached Exhibit "A-1")

County and municipal taxes, assessed upon lands or personal property, are entitled to preference over all judgments, executions, encumbrances or liens however created.

DEBT INFORMATION

Legal Debt Limit Statement.

	(as of June 1, 2016)	
	<u>15% Limit</u>	<u>20% Limit</u>
Authorized Debt Limit (Last Completed Assessment for Taxation - \$224,508,276)	\$33,676,241	\$44,901,655
Present Debt Subject to Debt Limits	<u>9,965,000</u>	<u>14,120,000</u>
Margin for Further Debt Under Debt Limits	23,711,241	30,781,655
Less: This Offering	<u>2,400,000</u>	<u>2,400,000</u>
Margin for Further Debt Under Debt Limits after Issuance of the Bonds	<u>\$21,311,241</u>	<u>\$28,381,655</u>

Statutory Debt Limits. The Municipality is subject to a general statutory debt limitation under which no county in the State may incur general obligation bonded indebtedness in an amount which will exceed 15 percent of the assessed value of all taxable property within such county according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of this 15 percent limitation, there may be deducted all bonds or other evidences of indebtedness issued for the construction of hospitals, ports or other capital improvements payable primarily from the net revenues to be generated from such hospital, port or other capital improvements in cases where such revenue is pledged to the retirement of the indebtedness, together with the full faith and credit of such county.

The total general obligation indebtedness of a county, both bonded and floating (including bonds excepted from the 15 percent limit above), may not exceed 20 percent of the assessed value of all taxable property within such county, but bonds issued for school purposes and industrial development bonds issued under the State's Balance Agriculture with Industry Program are specifically excluded from both the 15 percent limitation and the 20 percent limitation (but are subject to statutory limits applicable to bonds of each type, respectively). Bonds issued for washed-out or collapsed bridges apply only against the 20 percent limitation.

Industrial development revenue bonds are excluded from all limitations on indebtedness, as are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt.

(as of June 1, 2016)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount Outstanding</u>
Parks and Recreation Bonds	3/1/07	\$3,560,000
Public Improvement Bonds	4/1/09	1,015,000
Public Improvement Bonds	11/1/09	1,330,000
GO Refunding Bonds, Series 2011	3/22/11	1,455,000
GO Utility Refunding Bonds, Series 2012	10/18/12	2,600,000
GO Utility Refunding Bonds, Series 2013	5/17/13	1,555,000
Public Improvement Bonds	6/1/15	<u>2,605,000</u>
		<u>\$14,120,000</u>

Certificates of Participation.

(as of June 1, 2016)

<u>Issue</u>	<u>Date of Issue</u>	<u>Amount Outstanding</u>
Certificates of Participation, Series 2013 ¹	6/5/13	\$6,140,000

¹ Subject to neither the 15 percent nor the 20 percent debt limitation.

Other Debt. The City has entered into agreements with the State for Capital Improvements Revolving Loans and a Water Pollution Control Revolving Loan. Such loans are subject to neither the 15 percent nor the 20 percent debt limitation. The City has also entered into a number of capital leases which are subject to annual appropriations and therefore subject to neither the 15 percent nor the 20 percent debt limitation. See "APPENDIX C" hereto.

PERS Liability.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB-68"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (fiscal year 2015 for the District). Based on the January 21, 2016 actuarial report of Cavanaugh MacDonald Consulting, LLC to the Board of Trustees of PERS, the total unfunded actuarial accrued liability for PERS as of June 30, 2015, was \$15.458 billion, of which approximately \$_____ would be attributable to the Municipality, based on the Municipality's percentage of total employer contributions. Additional information is available on the PERS website at www.pers.ms.gov.

9. DISCUSSION AND CONSIDERATION OF A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGARDING IMPROVEMENT AND MAINTENANCE OF CERTAIN ANNEXED TERRITORY AND APPROVING AN INTERLOCAL AGREEMENT RELATING TO SAME.

Mayor Wiseman discussed the history of the roads listed in the Resolution below and the need for the agreement to make certain road improvements. Edward Kemp gave a rough preliminary estimate of \$40,000 for these improvements.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI REGARDING IMPROVEMENT AND MAINTENANCE OF CERTAIN ANNEXED TERRITORY AND APPROVING AN INTERLOCAL AGREEMENT RELATING TO SAME

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

1. On March 17, 1998, the City enacted an ordinance that annexed approximately ten (10) square miles. Fannie Dale Road, Hendrix Road, Jessie Road, Treasure Lane, and Roundhouse Road (“The Roads”) were part of the annexed territory.
2. On August 6, 2002, the Starkville Board of Aldermen entered an Order declaring Fannie Dale Road, Hendrix Road, Jessie Road, and Treasure Lane to be public roads and authorizing certain improvements to them conditioned upon the landowners of record conveying “right-of-way deeds” to the City for ownership of those roads. To date, this condition has not been met.
3. Roundhouse Road is in close proximity to, and is in substantially similar condition as, Fannie Dale Road, Hendrix Road, Jessie Road, and Treasure Lane. Accordingly, it should have been included in the Board’s Order relating to those roads on August 6, 2002.
4. Since 2002, The Roads have not been improved or maintained and have deteriorated to such a degree as to jeopardize transportation by school buses, emergency responders, and private individuals.
5. Oktibbeha County seeks to partner with the City to address and maintain The Roads consistent with the terms and conditions of the Interlocal Agreement attached and incorporated as Exhibit A.

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

SECTION 1. The City Attorney shall search title to confirm the present ownership of The Roads.

SECTION 2. The City Engineer shall provide to the City Attorney detailed calculations and descriptions of right-of-way width and territory necessary for the City to accept and maintain The Roads in a joint undertaking with Oktibbeha County.

SECTION 3. The City is authorized to seek any surveys necessary to provide legal descriptions of right-of-way territory for The Roads. Any such surveys shall be acquired at standard prevailing market rates.

SECTION 4. The City Attorney shall draft quitclaim deeds to be presented by the City to any property owners of record. The quitclaim deeds will dedicate and convey right-of-way to the City for ownership and maintenance of The Roads.

SECTION 5. If ownership of The Roads is dedicated and conveyed to the City through the quitclaim deeds, the City shall improve and maintain the The Roads, and the drainage on and along The Roads, in a joint undertaking with Oktibbeha County. However, the City, in its sole discretion, shall determine the nature and extent of any such improvement and maintenance.

SECTION 6. The Interlocal Agreement with Oktibbeha County, which is attached as Exhibit "A," is approved, and the City is directed to submit it to the Mississippi Attorney General for consideration and approval.

Alderman Maynard moved and Alderman Carver seconded the motion to adopt the foregoing Resolution regarding improvement and maintenance of certain annexed territory and approving an Interlocal Agreement relating to road maintenance and mosquito abatement as follows, and the question being put to a vote, the result was as follows:

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

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
STARKVILLE, MISSISSIPPI
AND
OKTIBBEHA COUNTY, MISSISSIPPI
RELATING TO ROAD MAINTENANCE AND MOSQUITO ABATEMENT**

This **INTERLOCAL COOPERATIVE AGREEMENT** ("Agreement") is executed by and between **STARKVILLE, MISSISSIPPI** (the "City"), and **OKTIBBEHA COUNTY, MISSISSIPPI** (the "County") and is effective as of the 6th day of September, 2016, pending approval by the Mississippi Attorney General's office.

WITNESSETH:

WHEREAS, Mississippi Code Annotated § 17-13-7 authorizes all local governmental units of the State to enter into written contractual agreements with one another for joint or cooperative action to provide services and facilities.

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to Mississippi Code Annotated § 17-13-7, and the County and City may independently exercise the power, authority and responsibility to engage in the functions and perform the services outlined below.

WHEREAS, the County is authorized pursuant to Mississippi Code Annotated § 65-7-85 to expend money and to do within the City all acts regarding construction and maintenance of roads and streets that the County may do outside the City limits.

WHEREAS, the City is authorized pursuant to Mississippi Code Annotated §§ 21-19-1 and 21-19-3 to make regulations to secure the general health of the municipality and to prevent the introduction and spread of contagious or infectious diseases both within the City and five miles beyond the City limits.

WHEREAS, the County and City (sometimes collectively "the Parties") desire to enter into an Interlocal Agreement for the purpose of upgrading and maintaining certain roads and streets within the City and spraying for mosquitos up to five miles beyond the City limits.

WHEREAS, the Parties desire to work in coordination and cooperation with each other in a government-to-government relationship for their benefit; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the Parties do hereby agree as follows:

I. PURPOSE

The purpose of this Interlocal Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the Parties with respect to their joint and cooperative efforts to improve and maintain certain roads and streets in the City and spray for mosquitos up to five miles beyond the City limits.

II. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

A separate entity or administrative body is not created under this Agreement.

A. The Parties hereby covenant, warrant and agree as follows with respect to the improvement and maintenance of Fannie Dale Road, Hendrix Road, Jessie Road, Treasure Lane, Roundhouse Road, and any other street or road identified and agreed upon by future action on the minutes of both the Starkville Board of Aldermen and Oktibbeha County Board of Supervisors:

1. The County shall use its labor and equipment.
2. The City shall contribute 50% of material costs and 50% of any overtime labor costs.
3. The County shall contribute 50% of material costs.
4. The City shall determine the nature and extent of any such improvement and maintenance conditioned upon the agreement and consent of the County.

B. The Parties hereby covenant, warrant and agree as follows with respect to mosquito abatement beyond the City limits:

1. The County shall provide a list to the City from time to time of County roads and streets within five miles of the City limits ("the Extended Territory") that it seeks to add to the City's mosquito spraying program.
2. Conditioned upon the agreement and consent of the City, the City shall use its equipment and labor to spray the Extended Territory.
3. The County shall contribute 50% of material costs and 50% of any overtime labor costs incurred in spraying the Extended Territory.

III. EFFECTIVE DATE & DURATION

Pursuant to Mississippi Code Annotated § 17-13-11, this Interlocal Agreement will not become effective until it has been approved by the Attorney General's Office and has been filed with the Chancery Clerk and the Secretary of State. This agreement will remain in effect until amended or terminated by the parties.

IV. AMENDMENTS & TERMINATION

This Interlocal Agreement may only be amended in writing as mutually agreed upon by the Parties. This Interlocal Agreement may be terminated by any Party with 60-days written notice to the other Party.

V. SEVERABILITY

Should any provisions of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

VI. AUTHORITY

Authority for this Agreement has been granted by the Mississippi Legislature pursuant to Section 17-13-7 of the Mississippi Code.

SO EXECUTED AND AGREED THIS ____ DAY OF _____ 2016.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Parker Wiseman, Mayor

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____

Orlando Trainer, Board of Supervisors President

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 6th day of September, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

10. CONSIDERATION OF APPROVAL OF AFLAC AS THE ADMINISTRATOR OF THE CITY OF STARKVILLE FLEXIBLE BENEFIT CAFETERIA PLAN AT NO COST TO THE CITY OR THE EMPLOYEES OF THE CITY AND AUTHORIZATION OF THE MAYOR AND CITY CLERK TO EXECUTE THE NECESSARY DOCUMENTS.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to approve AFLAC as the administrator of the City of Starkville Flexible Benefit Cafeteria Plan at no cost to the City or the employees of the City and authorization of the Mayor and City Clerk to execute the necessary documents, the Board voted as follows to approve the motion:

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

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

Account Name: City of Starkville
 Tax ID: 64-6001082 Group No.: 0A632 Writing No.: B6303

Payroll Account Acknowledgment

All applicable sections must be completed for processing.

INSTRUCTIONS

- ALL accounts must complete Section 8, Authorization and Signatures.
- Accounts establishing or modifying a WingspanSM cafeteria plan must complete Section 5.
- Accounts with another carrier's cafeteria plan must complete Section 7.
- Broker Information must be completed in Sections 9 and 10.
- Fax the completed form to 1-866-AFL-NASA (1-866-235-6272).

1. GENERAL ACCOUNT INFORMATION

- ☐ New Aflac Payroll Account
☒ Changes to an Existing Aflac Payroll Account
☐ Split or Transferred Account

Group Number: 0A632

Transferring From Account: _____

Will new split account be affiliated with an existing Aflac account? ☐ Yes, Account: _____ ☒ No

Does this account have multiple locations, each requiring an invoice? ☐ Yes ☒ No

Are there any existing policies to place on this account? ☐ Yes ☒ No (If yes, list the policies on a separate page and send it with the completed Payroll Account Acknowledgment form to Aflac WWHQ.)

Name of Account:

City of Starkville

Type of Business:

Municipality

Tax ID No.:

64-6001082

SIC Internet Request No.:

Affiliate/Subsidiary of (if applicable):

Master Account No.:

Mailing Address:

110 West Main St.

City:

Starkville

State:

MS

Zip:

39259

Location Address: ☒ Check if same as mailing address (P.O. Box is not acceptable).

City:

State:

Zip:

Phone:

Fax (if applicable):

Total Employees: 220 Total Benefits-Eligible Employees: 220 Total Benefits-Eligible W-2 Employees: 220

Total benefits-eligible 1099 Workers: 0

Will benefits-eligible 1099 workers be applying for coverage? ☐ Yes ☒ No

Is this a leasing company or staffing agency?

☐ Yes ☒ No

If yes, will the temporary/leased employees be applying for coverage? ☐ Yes ☐ No

Account Website Address (if applicable):

cityofstarkville.org

Is there an established Aflac New York account? ☐ Yes ☒ No If yes, provide the name and group number:

American Family Life Assurance Company of Columbus (Aflac)
 Worldwide Headquarters • 1932 Wynnton Road • Columbus, Georgia 31999 • 1 800 99 AFLAC (1 800 992 3522)

Account Name: City of Starkville
Tax ID: 64-6001082 Group No.: 0A632 Writing No.: BG303

Please consult with employer's payroll contact to ensure accurate completion of the next section.

What led your organization to begin offering Aflac products to your employees? (Check all that apply.)
☒ Employee/Member Request ☐ Benefit Package Improvement ☐ Benefit Advisor or Broker Recommendation
☐ Sales Associate/Agent ☐ Commercial Advertising ☐ Value of Aflac Products
☐ Other: _____

2. ENROLLMENT INFORMATION

Enrollment Period: What is the length of the enrollment period? 60 (Options are 30, 60, or 90 days.)

Will the enrollment period exceed 90 days? ☐ Yes ☒ No If yes, has this been approved by Sales Support?
☐ Yes ☐ No

Enrollment Provider(s): ☒ Field ☐ Broker ☐ Enrollment Firm ☐ Unknown

(If Enrollment Firm is selected, please provide the Enrollment Firm Name and Writing No.)

Enrollment Firm Name: _____

Enrollment Firm Writing No (if applicable): _____

Enrollment Method(s): ☒ One-on-One ☐ SNG ☐ Paper ☐ One-on-One 3rd Party laptop ☐ Call Center ☐ Web

Enrollment Platform Name (if applicable): _____

3. BILLING INFORMATION

3a. BILLING CONTACT INFORMATION

NOTE: Aflac will contact the designated billing contact to review information.

All accounts with fewer than 1,000 employees will receive their invoice via Aflac's WingspanSM Online Services for Accounts system. With the Online Billing feature, you have the option of making payments and reconciling your account online. Once your account is established, you can submit your invoice and payment electronically from the bank account noted below. At that time, if you prefer, you may also choose to pay by mailing a check. Aflac will not debit your account until you have reconciled and submitted your invoice for payment. Any adjustments or requested changes you submit electronically will not be processed until payment is received and the transaction is complete.

Bank Routing No.: _____ Account No.: _____ Account Type:
☐ Checking ☐ Savings

Contact for Billing Inquiries: ☐ Mr. ☒ Ms. Lesia Hardin

Billing Contact Phone: 662-323-2525

Ext: _____

Fax (if applicable): _____

662-323-4961

Best Time to Make Contact Call: 8-12

☒ a.m.

☐ p.m.

Billing Contact Email (required):

Lesia.Hardin

Will an associate, broker, or other third party be collecting and remitting Aflac premiums? ☐ Yes ☐ No
If yes, provide the name and contact information below.

Name: _____

Contact Phone: _____

Account Name: <u>City of Starkville</u>
Tax ID: <u>64-6001082</u> Group No.: <u>04632</u> Writing No.: <u>BG303</u>

3b. BILLING FREQUENCIES

Invoice Due Date: On what day of the month would you like your Aflac invoice to be due (o 1st or the o 15th)?

How often would you like to receive your invoice from Aflac?

- ☒ Monthly (Aflac will bill for the number of deductions made the previous month. For example: Deductions made January 1st through the 31st will be due in February.)

Note: Moded accounts (8-, 9-, or 10-month billings) cannot accommodate weekly or biweekly deductions.

- ☐ 8-Month (8 invoices) ☐ 9-Month (9 invoices) ☐ 10-Month (10 invoices)

For 8-, 9-, or 10-month billings, indicate months when no deductions will be made:

- ☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec
- ☐ Quarterly (4 invoices)
- ☐ Semiannual (2 invoices)
- ☐ Annual (1 invoice)

For quarterly, semiannual, and annual, initial premiums must be submitted with applications.

Account Name: City of Starkville

Tax ID: 64-6001082

Group No.: 04632

Writing No.: BG 303

3c. BILLING FORMAT

☐ Check if account uses Social Security number for employee number.

In what order would you like your employees listed on your bill?

(If more than one is checked, please number your choices according to priority.)

☒ Alphabetic 1 ☐ Department No. 0 ☐ Employee No. 0

EXAMPLE: To request a bill with employees listed alphabetically under their department numbers, you would mark:

☒ Alphabetic 2 ☐ Department No. 1 ☐ Employee No. _____

4. DEDUCTION INFORMATION

Employer Contributions: Does the employer pay any portion of this benefit? ☐ Yes ☒ No

If yes, please provide percent: _____% OR flat dollar amount: \$ _____
Percent or dollar amount must be a whole number, such as 50% or \$10.

Based on the information provided in this section, Aflac will determine the number of deduction periods billed each month (when the account selects monthly billing).

If you choose a monthly billing frequency, indicate the number of payroll deductions made annually for insurance premiums.

☐ Check if premiums are deducted at different frequencies for different employees (i.e., some employees are deducted weekly while others are deducted biweekly), and indicate the different frequencies that exist for the account. An additional account(s) will be established using this information.

Initial Deduction: When will premium deductions begin?

Note: The date of the first deduction should be the date the payroll account physically obtains funds from the employees. It does not necessarily equal the pay date for the employees. The 52, 26, 24, and 12 deductions do not apply to 8-, 9-, or 10-month billing.

☐ 52 Deductions - Date of first deduction: ____/____/____ Date of second deduction: ____/____/____

☐ 26 Deductions - Date of first deduction: ____/____/____ Date of second deduction: ____/____/____

☒ 24 Deductions - Date of first deduction: 10 / 15 / 16 Date of second deduction: 10 / 30 / 16

☐ 12 Deductions - Date of first deduction: ____/____/____ Date of second deduction: ____/____/____

Does employer withhold deductions on weekends? ☐ Yes ☒ No

AK NOTE: By initialing this box, the employer understands that premium payments are due to Aflac by the due date listed on each invoice, and payments are considered past due 10 days after the invoice due date. Therefore, the employer will make every attempt to provide premium payments to Aflac by the due date on each invoice.

Account Name: City of Starkville
Tax ID: 64-6001082 Group No.: 0A632 Writing No.: B6303

5. INFORMATION CONCERNING TAX STATUS OF DISABILITY INSURANCE BENEFIT PAYMENTS

If disability coverage is funded by employer contributions, pre-tax employee contributions, or a combination of these two, then the disability benefits an employee receives upon becoming disabled will be includible in the employee's income and are fully taxable when paid. In addition, FICA taxes must be withheld and paid on all such benefits during the first six months after the disability begins. Where, as noted below, coverage is funded by employer contributions or employee pre-tax contributions, Aflac will notify the employer of the amount of disability benefits to be paid. Aflac will withhold the employee's portion of FICA taxes and will deposit such taxes with the government as required by the Internal Revenue Code. **The employer will be required to submit the employer's portion of applicable FICA and FUTA taxes, and report the benefit payments on its Form 941 and the employee's Form W-2.**

Employer authorizes disability coverage to be included as part of this agreement:

☒ Yes ☐ No

NOTE: At least one disability type must be marked if the question above is checked yes.

All the remaining questions in the section below must be answered if disability is being offered.

☐ Authorized disability coverage types: ☐ Accident/Disability ☒ Short-Term Disability ☐ Off-the-job
☐ Authorized riders: ☐ Off-the-job ☐ On-the-job ☐ Sickness ☐ Spouse

Will any portion of disability premiums be funded by employer contributions?

☐ Yes ☒ No

If yes, please provide percent: _____ % OR flat dollar amount: \$ _____ Per

Will any portion of disability premiums be funded by pre-tax employee contributions?

☐ Yes ☒ No

This employer is a government employer exempt from FICA or a portion of FICA.

☐ Yes ☒ No

Employees of this employer are eligible for RRTA (Railroad Retirement Tax).

☐ Yes ☒ No

NOTE: Disability caused by or under certain circumstances will not be covered. Refer to each policy to determine specific coverage, exclusions, and limitations.

6. WINGSPANSM CAFETERIA PLAN

Please consult with employer's cafeteria plan contact to ensure accurate completion of the next section.

- ☒ New WingspanSM Cafeteria Plan
☐ WingspanSM Cafeteria Plan Change Request
☐ Requesting Additional Payroll Account Number for Existing WingspanSM Cafeteria Plan

Plan/Company Name: City of Starkville Tax ID: 64-6001082

Plan Type: What type of cafeteria plan will this be? (FSA = Flexible Spending Account)

☒ Premium Only - no FSAs ☐ Self-Administered with FSAs (employer processes FSA claims)

Plan Year: What are the dates of this plan?

Plan Start Date: 10 / 01 / 16 Plan End Date: 9 / 30 / 17

Plan Sponsor/Legal Representative: List the plan sponsor and legal representative for this cafeteria plan.

Plan Sponsor/Principal Contact:	Email address:
<u>Lesia Hardin</u>	<u>l.hardin@cityofstarkville.org</u>
Phone:	Fax:
<u>662-323-2525</u>	<u>662-323-4961</u>
Legal Representative's Name:	Title:
<u>Lesia Hardin</u>	<u>City Clerk</u>

Account Name: City of Starkville

Tax ID: 64-6001082

Group No.: 0A632

Writing No.: B6353

Is this a leasing company or professional employee organization (PEO)? ☐ Yes ☒ No

Business Type: ☐ Corporation ☐ Sub S Corporation ☐ Partnership ☐ Sole Proprietorship

☒ Other Government Municipality

Eligibility: Indicate eligibility criteria (e.g., eligibility dates, exceptions) for your cafeteria plan.

Employees will become eligible:

☐ Immediately upon the first day of employment.

☒ On the 90 day following commencement of employment.

☐ On the first day of the month following _____ days of employment.

Other _____

All employees will be eligible under the plan except: _____

☐ Authorization to Add Benefits Mid-Year (Complete if adding benefits to a WingspanSM cafeteria plan at mid-year.)

Effective Start Date of Additional Benefits: ____/____/____

Cafeteria Plan Benefits: (To add, account must be qualified under Section 106 of the Internal Revenue Code.)

Check plans to add:

☒ Medical

☐ Short-Term Disability

☒ Dental

☒ Personal Sickness Indemnity

☐ Long-Term Disability
Accident

☐ Group Term Life

☐ HSA (Section 223)

☒ Vision Care

☒ Cancer

☒ Specified Health Event

☒ Intensive Care

☒ Hospital Indemnity

Affiliated Companies: List the names and tax ID numbers of all affiliated companies adopting this plan.

Company Name: _____

Tax Identification Number: _____

7. SELF-ADMINISTERED FLEXIBLE SPENDING ACCOUNT INFORMATION

(not applicable to Premium-Only Plans)

FSA Type: Which types of FSAs will be included in this cafeteria plan? (Complete for self-administered plans.)

☐ Section 105: Unreimbursed medical expense annual maximum per participant requested by employer: \$ _____

☐ Check to include Grace Period option for this benefit.

☐ Section 129: Dependent child care annual maximum per participant cannot exceed \$5,000 by law.

☐ Check to include Grace Period option for this benefit.

8. OTHER CARRIER'S (NOT WINGSPANSM CAFETERIA PLANS) CAFETERIA PLAN INFORMATION

Please consult with employer's cafeteria plan contact to ensure accurate completion of next section.

Current plan year dates required: ____/____/____ through ____/____/____

Renewal dates required: ____/____/____ through ____/____/____

☐ Authorization to Add Benefits Mid-Year (Complete ONLY if adding benefits to a non-WingspanSM cafeteria plan at mid-year.)

Effective Start Date of Additional Benefits: ____/____/____

Benefits (check new benefits to be added):

☐ Medical

☐ Short-Term Disability

☐ Dental

☐ Personal Sickness Indemnity

☐ Long-Term Disability

☐ Accident

☐ Group Term Life

☐ HSA (Section 223)

☐ Vision Care

☐ Cancer

☐ Specified Health Event

☐ Intensive Care

☐ Hospital Indemnity

Account Name: City of Starkville

Tax ID: 64-6001082

Group No.: 9A632

Writing No.: B 8803

9. AUTHORIZATION AND SIGNATURES – EMPLOYER

Aflac assures you that you will be reimbursed without question for premium you advance for any employee who terminates after the premium is remitted but before payroll deductions commence. Aflac also agrees to hold you harmless from any claims against you due to any disagreements between your employees and our company with respect to the coverage provided under our insurance policies issued to your employees, except where caused by misconduct or negligence committed by you or any of your employees or violations of your responsibilities under state or federal laws.

The employer agrees to provide Aflac (and its agents) with certain personally identifiable information (including but not limited to compensation, Social Security numbers, addresses, etc.) regarding its officers and employees for Aflac (and its agents) to use in the administration of employer's cafeteria (including health and dependent care FSA) plan, and Aflac products and services.

Aflac is authorized to offer this insurance program to our officers and employees. I understand that all applicants must qualify for coverage based on each product's underwriting requirements and that payments for such coverage will be deducted from wages and remitted by my organization to Aflac.

The paragraph below only applies if establishing a WingspanSM cafeteria plan:

The employer plans to establish/amend a flexible benefits plan in accordance with Section 125 of the Internal Revenue Code. The employer acknowledges that neither Aflac nor its agents are providing legal or tax advice, nor serving as the plan administrator or a plan fiduciary under the plan. The employer shall be the sole party responsible for establishment of the plan under applicable law. Aflac shall have no power or authority to waive, alter, breach, or modify any terms and conditions of the plan. The employer shall retain all responsibility and liability for the plan, except as may otherwise be specifically agreed to in writing by an officer of Aflac. The plan sponsor/administrator should consult its own tax advisor regarding the plan and any changes to the plan. The employer acknowledges receipt of the Summary of Plan Sponsor Responsibilities and agrees to fulfill its responsibilities as stated therein.

Authorizing Officer's Name/Title (please print): ☒ Mr. ☐ Ms.

Authorizing Officer's Email Address:

Authorizing Officer's Signature:

Parker Wiseman / Mayor - City of Starkville, MS

p.wiseman@cityofstarkville.com

Date:

9/21/16

11. CONSIDERATION OF THE ADOPTION OF A SKILLS/PAY RATE PROGRESSION PLAN FOR THE WATER DISTRIBUTION, NEW CONSTRUCTION REHAB, SANITATION AND ENVIRONMENTAL SERVICES AND STREET DEPARTMENTS.

Mayor Wiseman presented a Skills/Pay Rate Progression Policy for the Water Distribution, New Construction Rehab, Sanitation & Environmental Services and Street Departments. He noted that as the local economy has grown, the City has lost skilled workers to the private sector. The plan offers pay incentives which will help to maintain employees as they grow in skills. The goal is to build a skills ladder inside the City workforce. Costs have been included in the draft budget as separate line items.

A motion was offered by Alderman Maynard to approve the Skills/Pay Rate Progression Policy for the Water Distribution, New Construction Rehab, Sanitation & Environmental Services and Street Departments as presented. The motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

Rate Progression Plan for Water Distribution, New Construction Rehab, Sanitation & Street Departments		
Maint Worker 1	Maint Worker 2	Maint Worker 3
Minimum Pay Rate \$10.00 (remain at the current rate of \$9.43 until July 1, 2017)	Minimum Pay Rate \$10.25	Minimum Pay Rate \$10.50
Entry Level, unskilled	MW 1 for at least 6 months or comparable experience	MW 2 for at least 6 months or comparable experience
At least 18 years of age	Limited, semi-skilled duties	Limited, semi-skilled duties
Driver's License /meets MVR requirements	Driver's License /meets MVR requirements	Driver's License / Meets MVR requirements
High School graduate or GED	Meets all requirements for Laborer/MW1	Shows initiative and desire to learn & advance
Ability to perform essential job functions	Good standing in department	Good standing in department
Repetitive Lifting up to 50 pounds w/o assistance	No disciplinary actions in last 6 months	No disciplinary actions in last 6 months
	Positive recommendation from supervisor	Positive recommendation from supervisor
	Completed basic training in safety, vehicle safety, work orders, & customer service	Completed additional training in safety, vehicle safety, work orders, & customer service
	Understands department procedures	Fully proficient in work orders & reports
	Completed department specific training	Displays basic data entry skills

	Ability to perform essential job functions	Ability to perform essential job functions
	Repetitive Lifting up to 50 pounds w/o assistance	Repetitive Lifting up to 50 pounds w/o assistance
	Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork	Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork
		Completion of required work keys training (math, reading, locating) and attainment of Bronze level
Equipment Operator 1	Equipment Operator 2	Equipment Operator 3 / Foreman Trainee
Minimum Pay Rate \$12.50	Minimum Pay Rate \$14.00	Minimum Pay Rate \$15.50
Class B Commercial Driver's License	Class A commercial Driver's License w/tanker & airbrakes	Class A commercial Driver's License w/tanker & airbrakes
MW 3 for at least 6 months or comparable experience	Successful performance as an Equipment Operator 1 for a minimum of twelve (12) months or comparable experience	Successful performance as an Equipment Operator 2 for a minimum of twelve (12) months or comparable experience
Shows initiative and desire to learn & advance	Shows initiative and desire to learn & advance	Completion of departmental specific required certifications
Good standing in department	Good standing in department	Completion of basic leadership training
No disciplinary actions in last 6 months	No disciplinary actions in last 6 months	Able to assist foreman in planning work for the department
Positive recommendation from supervisor	Positive recommendation from supervisor	Able to provide basic leadership of work crew in performance of assigned duties
Ability to operate basic departmental equipment	Ability to operate basic and secondary departmental equipment	Demonstrates successful ability and desire to train other departmental personnel in the operation of equipment and performance of departmental activities
Completed basic training in relevant departmental specific skill sets	Completed advanced training in relevant departmental specific skill sets	Takes a leadership role in assuring the safety of all departmental personnel
Demonstrates flexibility and willingness to perform any/all duties assigned	Successfully demonstrates ability to handle all departmental specific equipment operational duties	Able to perform and train others to perform all departmental functions
Understands departmental work order system	Demonstrates flexibility and willingness to perform any/all duties assigned	Demonstrates flexibility and willingness to perform any/all duties assigned
Able to successfully enter data in computer systems	Completion of required work keys training (work place observation and teamwork)	Fills in for Foreman as may be required
Completion of required work keys training (math, reading, locating) and attainment of Bronze level		Generates departmental reports from computer

		Completion of required work keys training (math, reading, locating) and attainment of Silver level
<i>**The City of Starkville will pay for the maximum amount of two tests. This includes the Work keys and CDL test, a waiting period of 6 months is required between failed tests.</i>	<i>**All positions beyond Equipment Operator 3/Trainee is based upon availability and at the discretion of the Department Head</i>	
Foreman 1	Foreman 2	
Minimum Pay Rate \$17.00	Minimum Pay Rate \$18.50	
Requires award of position through designated process or completion of performance as a Foreman Trainee and recommendation for advancement.	Successful performance as a Foreman 1 for a minimum of three (3) years or comparable experience	
Successful performance as an Equipment Operator 3 for a minimum of twelve (12) months or comparable experience or completion of performance as a Foreman Trainee and recommendation for advancement	Positive recommendation from supervisor	
Completion of training in supervision, safety, and teamwork	No disciplinary actions in last 12 months	
Demonstrates strong work ethic		
Demonstrates basic computer skills		
Demonstrates thorough understanding of departmental reports, operating procedures, and work orders		
Demonstrates knowledge of all department activities		
Completion of advanced departmental specific certification		
Lead Foreman	Superintendent	
Minimum Pay Rate \$21.00	Minimum Pay Rate \$25.00	
Requires award of position through designated process	Requires award of position through designated process	
Ability to meet all requirements and duties as expressed in the job description	Ability to meet all requirements and duties as expressed in the job description	

12. CONSIDERATION OF APPROVING EITHER A SKILLS/PAY RATE PROGRESSION PLAN OR INTERNAL INEQUITY ADJUSTMENTS PROPOSED BY THE FIRE DEPARTMENT.

Mayor Wiseman presented two options for the Fire Department. The first offered internal inequity adjustments resulting with approximately \$23,000 in costs. The second offered a full progressive plan which would begin April 1, 2017 and result in approximately \$45,000 to \$50,000 in costs. Alderman Maynard noted that twenty two firefighters will be effected by the \$10 per hour minimum wage policy recently passed to be effective July 1, 2017. This plan offers pay incentives which will help to maintain employees as they grow in skills. Costs have been included in the draft budget as separate line items.

A motion was offered by Alderman Maynard to approve the Skills/Pay Rate Progression Policy for the Fire Department as presented to be effective April 1, 2017 with funding to be taken from the budgeted ending fund balance. The motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

Rate Progression Plan for Fire Department		
Entry Level Firefighter	Firefighter--Intermediate	Firefighter--Certified
Minimum Pay Rate \$10.00	Minimum Pay Rate \$10.50	Minimum Pay Rate \$11.00
Entry Level position	Has been Entry level firefighter for at least three months and has passed one of the course requirements for certification (either academy certification or EMT-including registry)	Has been Firefighter--Intermediate for at least six months and has passed both of the course requirements for certification (academy certification and EMT-including registry)
Driver's License / Meets MVR requirements	Driver's License / Meets MVR requirements	Driver's License / Meets MVR requirements
At least 21 years of age	At least 21 years of age	Shows initiative and desire to learn & advance
High School graduate or GED	Good standing in department	Good standing in department
Ability to perform essential job functions	No disciplinary actions in last 6 months	No disciplinary actions in last 6 months
Meets physical fitness requirements	Positive recommendation from supervisor	Positive recommendation from supervisor
Passed entry-level testing requirements (fitness & written test)	Completed basic training in safety, vehicle safety, work orders, & customer service	Completed additional training in safety, vehicle safety, work orders, & customer service
	Understands department procedures	Understands and completes departmental reports
	Completed department specific	Displays basic data entry skills

	training	
	Ability to perform essential job functions	Ability to perform essential job functions
	Meets physical fitness requirements	Meets physical fitness requirements
	Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork	Demonstrates flexibility and willingness to perform any/all duties assigned/displays effective teamwork
		Displays commitment to continuing training through relevant academy courses
		Fills in for Sergeant as-needed
Sergeant	Sergeant--Senior	
Minimum Pay Rate \$12.00	Minimum Pay Rate \$13.00	
Requires award of position through designated process	Class B Commercial Driver's License	
Class B Commercial Driver's License	At least one year as Sergeant	
At least three (3) years as a Firefighter	Shows initiative and desire to learn & advance	
Shows initiative and desire to learn & advance	Good standing in department	
Good standing in department	No disciplinary actions in last 6 months	
No disciplinary actions in last 6 months	Positive recommendation from supervisor	
Positive recommendation from supervisor	Ability to operate basic and secondary departmental equipment	
Ability to operate basic departmental equipment	Completed Completed at least 1/2 of required courses for advancement to Lieutenant	
Completed all required courses for the Sergeant level	Successfully demonstrates ability to handle all departmental specific equipment operational duties	
Demonstrates flexibility and willingness to perform any/all duties assigned	Demonstrates flexibility and willingness to perform any/all duties assigned	
Understands and completes departmental reports	Displays commitment to continuing training through relevant academy courses	
Able to successfully enter data in computer systems	Fills in for Lieutenant as-needed	
Displays commitment to continuing training through relevant academy courses		

Lieutenant	Lieutenant--Senior	
Minimum Pay Rate \$14.00	Minimum Pay Rate \$15.00	
Requires award of position through designated process	At least one year as Lieutenant	
At least 3 years as Sergeant	Demonstrates strong work ethic	
Demonstrates strong work ethic	Demonstrates basic computer skills	
Demonstrates basic computer skills	Demonstrates thorough understanding of departmental reports, operating procedures, and work orders	
Takes a leadership role in assuring the safety of all departmental personnel	Demonstrates knowledge of all department activities	
Demonstrates thorough understanding of departmental reports, operating procedures, and work orders	Completed at least 1/2 of required courses for advancement to Captain	
Completed all required courses for the Lieutenant level		
Captain	Battalion Chief	
Minimum Pay Rate \$17.00	Minimum Pay Rate \$21.00	
Requires award of position through designated process	Requires award of position through designated process	
At least 3 years as Lieutenant	At least 3 years as Captain	
Demonstrates strong work ethic	Demonstrates strong work ethic	
Demonstrates basic computer skills	Demonstrates basic computer skills	
Takes a leadership role in assuring the safety of all departmental personnel	Takes a leadership role in assuring the safety of all departmental personnel	
Demonstrates thorough understanding of departmental reports, operating procedures, and work orders	Demonstrates thorough understanding of departmental reports, operating procedures, and work orders	
Completed all required courses for the Captain level	Completed all required courses for the Battalion Chief level	
Fire Inspector 1	Fire Inspector 2	Fire Marshall
Minimum Pay Rate \$23.00	Minimum Pay Rate \$25.00	Minimum Pay Rate \$26.00
Requires award of position through designated process	Requires award of position through designated process	Requires award of position through designated process
Training Officer	Training Chief	
Minimum Pay Rate \$23.00	Minimum Pay Rate \$26.00	
Requires award of position through designated process	Requires award of position through designated process	

Coordinate all training and education for personnel.	Plan and execute	

13. DISCUSSION AND CONSIDERATION AUTHORIZING THE STENNIS INSTITUTE OF GOVERNMENT TO PERFORM A STAFFING STUDY.

Alderman Perkins offered a motion, seconded by Alderman Little, that the Board authorize the Stennis Institute of Government to perform a Staff and Salary Study of Comparable Municipal Salaries and Job Description review for the City of Starkville. The Board voted as follows:

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

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

Stennis Institute of Government and Community Development
Mississippi State University Post Office Drawer LV Mississippi State, MS 39762

September 1, 2016

RE: City of Starkville Mississippi 2016 Salary Study of Comparable Municipal Salaries and Job Description Review

Mayor Parker Wiseman
City of Starkville
110 W Main Street
Starkville, MS 39759

Dear Mayor Wiseman:

In our discussions you have indicated that the City of Starkville is interested in a salary survey to determine if municipal salaries are comparable to those of other Mississippi municipalities.

One of the technical services provided by Stennis Institute is the Comparative Salary Survey, which assists municipalities and counties in assessing their pay and promotion schedules. At present, Stennis has in hand the employee roster and pay schedule for Starkville's 329 full-and part-time employees in eight departments. In order to perform the compensation study and job description review, we'll also need existing job descriptions, if they are available, and any other compensation plans currently used by the city.

Deliverables for the Salary Comparison Study

- A minimum of 30 similar municipalities and relevant government entities. Municipalities with populations within an approximate 10 percent range of Starkville's 23,888 population will be surveyed. The communities will be located primarily in Mississippi, Alabama, Arkansas, Louisiana, and Tennessee.
- A spreadsheet assigning each position a Grade and Step on the Stennis Grade/Step Matrix, which projects raises and promotions over a 20-year horizon; and reporting survey responses including the survey mean, median, and mode, as well as the percent of the mean salary and money value of that percent being paid by Starkville for each position surveyed. Percentiles for 25, 50, and 75percent of the mean will provide entry,

mid, and high salaries for each position. Mean salaries from the US Department of Labor Bureau of Labor Statistics and O-net will be reported for each position.

- A Report presenting the Survey and Review findings. Both hardcopy and electronic versions of the Report will be delivered.

Deliverables for the Review and Update of Job Descriptions

- Review of 124 existing Job Descriptions in eight municipal departments.
- Representative interviews with 10 percent of each department workforce and/or recommended representatives to determine current job duties.
- Recommendations regarding updates to municipal Job Descriptions.
- Update of municipal Job Descriptions.
- Hardcopy and electronic versions of the updated municipal Job Descriptions.

Here is a breakdown of the cost of the survey:

Fixed Price Salary Comparison Study \$6,750

- Data gathering, compilation and analysis
- Report writing and revisions
- TBD number of copies of the Final Report
- Electronic copy of the Report

Fixed Price for Update of Job Descriptions \$1,500

- Review of 124 existing Job Descriptions
- On-site Employee Interviews
- TBD number of copies of the Final Job Descriptions
- Electronic copy of the Final Job Descriptions

TOTAL \$8,250

Payment Terms:

50% payment upon signing with remaining

50% payment due upon completion.

Both I and Matt Peterson, Research Associate, will be conducting the survey, analyzing the data, writing the report, and presenting to the Board. As yet, a deadline for delivery has not been established. Before we can begin work, we will need approval by your Board, your signal to commence, and the signed proposal agreement. The approved Mississippi State University Sponsored Programs contract will run for the duration of the project to allow for document revisions and the final presentation.

Sincerely,

Claudette Jones, Research Associate

Stennis Institute of Government and Community Development

Mississippi State University

662-325-2136

14. DISCUSSION AND CONSIDERATION OF AN AMENDMENT TO ENGINEERING SERVICES PROPOSAL WITH NEEL SCHAFER (NSI) BY \$35,664 FOR ADDITIONAL SERVICES RELATED TO PERMIT RENEWAL FOR THE STARKVILLE-OKTIBBEHA COUNTY CLASS I RUBBISH LANDFILL, WITH A TOTAL PROJECT COST OF \$58,792.

Alderman Maynard noted this to be the next phase in the landfill permit renewal and offered a motion to approve the amendment of the Engineering Service Proposal as reviewed by the City Attorney with Neel Schaffer (NSI) by \$35,664 for additional services related to permit renewal for the Starkville-Oktibbeha County Class I Rubbish Landfill, with a total project cost of \$58,792. The motion was seconded by Alderman Little with the Board voting as follows:

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

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

**Amendment to Engineering Services Proposal
For
City of Starkville Environmental and Sanitation Department
Starkville, Ms.**

Rubbish Site Permit Renewal

Background

The Engineering Services Proposal ("Agreement") executed on May 17, 2016, between the City of Starkville and Neel-Schaffer (NSI) defined specific tasks related to the renewal of the City's Certificate of Coverage (COC) to operate a Class I rubbish site under the Mississippi Statewide General Permit ("General Permit") for a Class I Rubbish Site. Specific tasks included in the Scope of Services of the Agreement were identified as follows:

Task 1. Due Diligence, Boundary Establishment, and Topographic Survey

Task 2. Wetland Delineation and Preparation of Storm Water Pollution Prevention Plan (SWPPP)

Work performed under Tasks 1 and 2 revealed three significant developments: 1. More rubbish exists outside the permitted waste disposal limits for Cell 1, than what was provided in record documents. Rubbish also exist just outside the property lines surrounding Cell 1. The rubbish already disposed in Cell 1 appears to exceed the 25 ft. height limit and the maximum side slope limits allowed. 2. The natural geology of the liner system for Cell 2 appears to be altered/disturbed from what was originally approved under previous COC approvals. 3. The wetland delineation performed under Task 2 indicated US Waters do exist at the rubbish site. Approximately 1 acre of wetlands and 2,500 linear feet of intermittent streams exist on site. An update to the original jurisdictional determination performed by the US Army Corp. of Engineers will be included with MDEQ's instructions for recovery under the General Permit.

The first two discoveries raise immediate concern for the City being out of compliance with the existing General Permit and the Non-Hazardous Solid Waste Regulations for the State of Mississippi. The MS Dept. of Environmental Quality ("MDEQ") is charged with making any final determinations regarding compliance. The third may require a means for protecting or mitigation of US Waters at a later time during recovery under the General Permit.

At this time, it is recommended that the City expand the Scope of Services and begin a new task (Task 3) to include the following:

1. Explore the option to reduce the 200 ft. wide buffer limits along the north and upper east property lines as much as allowed to reduce the potential of waste having to be relocated back into permitted disposal area(s). MDEQ is charged with performing final reviews and approvals for modifications/additions to rubbish facilities.
2. Scope of work may require up to three (3) soil bores and a testing report to confirm the required natural geology exists along the existing property in the depleted buffer area. MDEQ is charged with final determinations of natural geology requirements.
3. Provide additional soil investigations in Cell 2 to reconfirm the natural geology required for liner systems at rubbish facilities exists below disturbed areas, thereby continuing the intended use of Cell 2 for disposal of daily incoming rubbish waste and to also provide a means for relocating any potential waste into the closest permitted disposal area. Two (2) soil bores and a testing report are estimated to complete this task. MDEQ is charged with final determinations of natural geology requirements.
4. Provide the City with construction plans, technical specifications and bid documents related to findings of items 1 through 3.
5. NSI will assist the City to facilitate any reviews and/or meetings with MDEQ for modifications and/or approvals with Task 3, including the above items 1 through 4.

COMPENSATION

Compensation to the Engineer for additional engineering services performed under this amendment to said Agreement will be an hourly not to exceed amount of **\$21,664.00**. All geotechnical investigation work will be billed at a fixed fee. The total fix fee amount to perform all geotechnical investigations is **\$14,000.00**. The summary of fees and man-hour estimates for all work described is presented in the attached Table 1.

Accepted by:

Accepted by:

City of Starkville, MS

Date:_____

Neel-Schaffer, Inc.

Date:_____

15. CONSIDERATION OF APPROVAL OF RE-ADDRESSING 1573, 1577, 1577-A, 1575, 1579, AND 1575-B ROCK HILL ROAD TO GEECHIE ROAD ADDRESSES.

Upon the motion of Alderman Little, duly seconded by Alderman Wynn, to approve the re-addressing 1573, 1577, 1577-A, 1575, 1579, and 1575-B Rock Hill road to Geechie Road addresses as noted below, the Board voted as follows to approve the motion:

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

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

The addresses below will be changed within three months of Board of Aldermen action:

<u>Current Address:</u>	<u>Proposed New Address:</u>
1573 Rock Hill Road	11 Geechie Road
1577 Rock Hill Road	38 Geechie Road
1577-A Rock Hill Road	269 Geechie Road
1575 Rock Hill Road	307 Geechie Road
1579 Rock Hill Road	344 Geechie Road
1575-B Rock Hill Road	365 Geechie Road

16. PUBLIC HEARING AND THE CONSIDERATION OF APPROVAL OF THE VARIANCE REQUEST VA 16-05 FOR RELIEF FROM REQUIRED SETBACK FOR A PROPOSED CELL TOWER ADJACENT TO RESIDENTIAL PROPERTY LOCATED AT 602.5 MARTIN LUTHER KING JR. DRIVE WEST.

Mayor Wiseman opened a public hearing with background information of the request presented by Community Development Director Buddy Sanders. The applicant, GST Capital Partners, LLC, is requesting relief from setback requirements for a proposed cellular tower adjacent to a residential district. The applicant is requesting to grant a 250 foot setback distance in lieu of the required 300 foot setback distance adjacent to a residential property and a +-380 foot radius in lieu of the required 2,640 foot radius from a residential district. The proposed cell tower would exceed the minimum setback requirements for cell towers adjacent to a residential property and district. 17 property owners of record within 300 feet of the subject property were notified directly by mail of the variances requested.

The matter first went before the Board of Adjustment and Appeals. A public hearing notice was published in the Starkville Daily News on Monday, July 11th, 2016 and a placard was posted on the property concurrent with publication of the notice. On July 27, 2016, the Board of Adjustment and Appeals recommended approval of the request.

The public hearing before the Board of Aldermen was also duly and properly noticed. The Board of Aldermen had before it the cover sheet drafted by Buddy Sanders dated September 6, 2016, and the staff report drafted by Emily Corban dated July 27, 2016, which included, among other things, provisions of Starkville's Telecommunications Ordinance from which the applicant was seeking variances, the criteria to grant a variance under Starkville's Code of Ordinances, an aerial map of the subject property, a letter of non-opposition from nearby landowner Andrew Williams and a letter of opposition from adjacent landowner Jane Ellen Kendall.

James Peden, representative for GST Capital Partners, LLC spoke that C'Spire, A T & T and Verizon have all expressed interest in renting space on the tower. This would be a \$200,000 investment by GST Capital Partners, LLC.

Alvin Turner spoke that anything that brought industry and jobs to the City is welcome by the citizens.

Mayor Wiseman called for additional Public Hearing comments and there being none, he closed the Public Hearing.

Alderman Vaughn stated that the proposed tower was in his ward and that he had received numerous calls from constituents in opposition to the proposed tower.

Alderman Vaughn offered a motion, duly seconded by Alderman Maynard, to deny VA 16-05 on a finding that the

proposed tower will be contrary to the public interest, that special conditions and circumstances do not exist which are peculiar to the land to necessitate the variance, that a literal enforcement of the City's Telecommunications Ordinance will not deprive the applicant of rights commonly enjoyed by other properties or create an unnecessary hardship, and that if the Board were to grant the variance it would confer on the applicant a special privilege that is denied by the Telecommunications Ordinance to other applicants, the Board voted as follows to approve the motion:

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

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

17. PUBLIC HEARING AND THE CONSIDERATION OF APPROVAL OF THE CONDITIONAL USE REQUEST CU 16-05 TO ALLOW A WIRELESS COMMUNICATION TOWER IN A C-2 ZONE LOCATED AT 602.5 MARTIN LUTHER KING JR DRIVE WEST.

As a result of the previous vote to deny VA 16-05, this item was removed.

18. PUBLIC HEARING AND CONSIDERATION OF THE REZONING REQUEST RZ 16-07 FOR A PORTION OF LOT #1 OF THE BAY MEADOWS SUBDIVISION LOCATED ON ROSE PERKINS DRIVE FROM A SPLIT ZONE OF R-1/C-1 TO B-1 WITH THE PROPERTY # 117C-00-145.00.

Mayor Wiseman opened a public hearing with background information of the request presented by Buddy Sanders. The applicant, Providence Hill LLC, is proposing to rezone portion of Lot 1 of the Bay Meadows Subdivision. This portion of Lot 1 was a part of the Preliminary Plat PP 16-06 that was approved by the Board of Aldermen on June 21, 2016 with the condition that "Before consideration of Final Plat, the portions of the property shown a C-1 and R-1 shall be rezoned to the same zoning designation as the rest of the property". This portion of Lot 1 is currently split zoned R-1 Single Family and C-1 Neighborhood Commercial. The applicant is seeking to rezone to B-1 to match the zoning of the rest of the approved Preliminary Plat. The Planning and Zoning Commission recommend approval on August 9, 2016 by a vote of 6-0 based on Error in the Zoning Map. The rezoning was noticed by legal ad in the Starkville News on August 15, 2016, by letter and by a sign on the property. The Planning Department has received no phone calls regarding this request. Mayor Wiseman called for Public Hearing comments and there being none, he closed the Public Hearing.

Upon the motion of Alderman Walker, duly seconded by Alderman Maynard, to approve the Rezoning request RZ 16-07 for a portion of Lot #1 of the Bay Meadows Subdivision on Rose Perkins Drive from R-1/C-1 to B-1 based on a finding of error, the Board voted as follows to approve the motion:

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

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

19. CONSIDERATION OF RE-APPROVAL OF THE PRELIMINARY PLAT REQUEST BY FRANK

JONES CONSTRUCTION FOR THE COUNTRY CLUB ESTATES FINAL PHASE 85 LOT SINGLE FAMILY SUBDIVISION WITH CONDITIONS.

Alderman Little offered a motion, duly seconded by Alderman Maynard, to re-approve the eighty-five lot Country Club Estates Final Phase Subdivision with six conditions:

1. "R-4A" should be replaced with "R-4" on Preliminary Plat.
2. Correct Description of fifty feet of Country Club Road.
3. Covenants restricting the placement of any fence within drainage Easements.
4. Drainage swales/linear basins to be designed to the satisfaction of the City Engineer and approval of the Board of Aldermen.
5. Document outlining ownership and maintenance responsibilities of storm drainage system to the satisfaction of the City Attorney, City Engineer and Community Development Director.
6. Applicant shall receive infrastructure plan approval from the City Engineer prior to commencement of construction. Infrastructure plan should include all required improvements for Phase 3 including an extension of the storm drainage system from the intersection of Turnberry Lane and Royal Troon Drive to the receiving stream located on the south property line of the subdivision. A pre-construction conference shall be held with appropriate city staff prior to the commencement of any construction activities at the site.

The Board voted as follows to approve the motion:

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

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

20. CONSIDERATION OF ADDING A FIVE PERCENT (5%) FEE TO ALL APPLICATIONS AND PERMITS IN THE COMMUNITY DEVELOPMENT DEPARTMENT TO PAY FOR TECHNOLOGY AND TRAINING BEGINNING OCTOBER 1, 2016.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to approve the addition of a five percent (5%) fee to all applications and permits in the Community Development Department to pay for technology (specifically on-line permitting software costing approximately \$9,000) and training, the Board voted as follows:

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

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

21. CONSIDERATION OF APPROVAL OF TRAVEL AND TRAINING FOR JEFF LYLES TO ATTEND THE MISSISSIPPI ASSOCIATION OF CODE ENFORCEMENT EDUCATIONAL CONFERENCE IN GULFPORT, MS WITH COST NOT TO EXCEED \$400.00.

Alderman Little offered a motion, duly seconded by Alderman Maynard, to approve travel and training for Jeff Lyles to attend the Mississippi Association of Code Enforcement Educational Conference in Gulfport, MS October 13 and 14, with advance travel not to exceed \$400.00. The Board voted as follows to approve the motion:

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

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

22. CONSIDERATION OF CALLING A PUBLIC HEARING TO DETERMINE WHETHER PROPERTIES LOCATED ON TAX PARCELS 117E-00-022.00, 117E-00-023.00, 117E-00-024.00, 117E-00-025.00, 117E-00-026.00, 117E-00-027.00, 117E-00-029.00, 117E-00-028.01, 117E-00-028.02, AND 117E-00-028.00 ON NORTH MONTGOMERY STREET ARE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISSISSIPPI CODE ANN. 21-19-11.

Alderman Perkins offered a motion to call a public hearing to determine whether the properties located on tax parcels 117E-00-022.00, 117E-00-023.00, 117E-00-024.00, 117E-00-025.00, 117E-00-026.00, 117E-00-027.00, 117E-00-029.00, 117E-00-028.01, 117E-00-028.02, and 117E-00-028.00 are a menace to the public health, safety, and welfare of the community pursuant to Mississippi Code Ann. 21-19-11. Alderman seconded the motion with the Board voting as follows:

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

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

23. REQUEST APPROVAL TO REJECT THE PREVIOUS QUOTE FROM WELDING WORKS AND ACCEPT THE QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$9,134.00 FOR THE HOLTSINGER CURB AND GUTTER PROJECT TO BE PAID FROM WARD 4 DISCRETIONARY FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH A CONTRACT TIME NOT TO EXCEED 20 DAYS FROM THE ISSUANCE OF A NOTICE TO PROCEED.

Alderman Vaughn offered a motion, duly seconded by Alderman Walker, to reject the previous quote from Welding Works and accept the quote from Groundstone Construction in the amount of \$9,134.00 for the Holtsinger curb and gutter Project to be paid from Ward 4 discretionary funds and authorization for the Mayor to execute a construction contract with a contract time not to exceed 20 days from the issuance of a notice to proceed. The Board voted as follows to approve the motion:

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

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

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

24. REQUEST APPROVAL OF CHANGE ORDER #1 FOR HESTER FENCE AND CONSTRUCTION FOR THE NORTH JACKSON STREET SIDEWALK PROJECT INCREASING THE CONTRACT TIME FROM 20 CALENDAR DAYS TO 34 CALENDAR DAYS.

Upon the motion of Alderman Wynn, duly seconded by Alderman Little, to approve Change Order #1 for Hester Fence and Construction for the North Jackson Street sidewalk project increasing the contract time from 20 calendar days to 34 calendar days, the Board voted as follows:

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

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

25. REQUEST APPROVAL TO DECLARE THE 2002 KUBOTA MINI EXCAVATOR – SN 20294 AS SURPLUS WITH AUTHORIZATION TO ADVERTISE ON GOVDEALS AND REMOVE FROM CITY'S INVENTORY.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to declare the 2002 Kubota Mini Excavator – SN 20294 as surplus with authorization to advertise on GovDeals and remove from city's inventory and to utilize the funds received from this auction to help offset the cost of a replacement machine, the Board voted as follows:

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

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

26. REQUEST APPROVAL TO DECLARE THE QUOTE FROM THOMPSON MACHINERY FOR A MINI-EXCAVATOR AS THE BEST QUOTE AND AUTHORIZATION TO PURCHASE SAID MINI-EXCAVATOR FOR \$49,904.73 FOR THE STREET DEPARTMENT.

Alderman Maynard offered a motion, duly seconded by Alderman Vaughn, to approve the quote from Thompson machinery for a mini-excavator as the best quote and authorization to purchase said mini-excavator for \$49,904.73 for the street department based on heavier weight, longer reach and greater horsepower. The Board voted as follows to approve the motion:

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

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

Supplier	Thompson	H&R Agri-power	Stribling	Bobcat of Meridian
Make/ Model	CAT 305E2	Kubota KX040-4	Deere 50G	Bobcat E45
Weight (lbs)	11,433	9,195	10,847	10,077
Reach (in)	144	135	139	130
Horsepower (gross)	41.8	40.4	35.9	42.7
Price	\$ 49,904.73	\$48,259.00	\$49,500	\$45,417.00

27. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM CDW.COM IN THE AMOUNT OF \$5,995.00 FOR THE HP DESIGNJET T830 MULTIFUNCTION PLOTTER TO BE SHARED BY THE ENGINEERING AND COMMUNITY DEVELOPMENT DEPARTMENTS.

Upon the motion of Alderman Maynard, duly seconded by Alderman Little, to approve the low quote from CDW.com in the amount of \$5,995.00 for a HP DesignJet T830 multifunction plotter to be shared by the Engineering and Community Development Departments, the Board voted as follows:

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

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

Two quotes received to replace the old plotter which couldn't be moved from the old City Hall:

CDW.com	\$5,995.00
Office Depot	\$6,084.99

28. REQUEST APPROVAL TO REPLACE A CONCRETE FLUME AT THE INTERSECTION OF PLUM ROAD AND COTTONWOOD STREET AT A COST NOT TO EXCEED \$4,500 WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 1 DISCRETIONARY FUNDS.

Alderman Vaughn offered a motion, duly seconded by Alderman Wynn, to approve replacing a concrete flume at the intersection of Plum Road and Cottonwood Street at a cost not to exceed \$4,500 with the funding for this project to come from Ward 1 discretionary funds. The Board voted as follows to approve the motion:

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

Alderman Henry Vaughn, Sr. Voted: Yea

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

29. REQUEST APPROVAL TO INSTALL A SPEED TABLE ON WEST MAIN STREET BETWEEN MEIGS AND AMES STREETS.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to approve installation of a speed table on West Main Street between Meigs and Ames Streets with funding to come from the municipal building fund 001-600-901-812, the Board voted as follows:

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

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

30. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS AS OF AUGUST 31, 2016 FOR FISCAL YEAR ENDING 9/30/16.

Upon the motion of Alderman Maynard to move approval of the City of Starkville Claims Docket for all departments as of August 31, 2016 for fiscal year ending 9/30/16, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

General Fund	001	\$ 348,763.66
Restricted Police Fund	002	-0-
Restricted Fire Fund	003	1,480.00
Restricted Airport	016	-0-
Airport Fund	015	2,774.10
Sanitation	022	14,833.97
Landfill	023	307.80
2016 Cotton Mill TIF Bond	127	76,652.98
Park and Rec Tourism	375	17,474.13
Water & Sewer Dept	400	5,000.00
Trust & Agency	610	23,244.17

Economic Dev, Tourism & Conv	630	75,560.94
Sub Total Before Stk Utilities	Sub	\$ 566,091.75
Utilities Dept.	SED	3,955,553.92
Total Claims	Total	\$ 4,521,645.67

31. REQUEST APPROVAL FOR ASHLEY WIGELSWORTH AND LASHONDA WILSON TO ATTEND THE FALL CLERK CERTIFICATION TRAINING IN PEARL, MS AND OXFORD, MS NOT TO EXCEED \$710.00 PER PERSON FROM SEPTEMBER 21 – 23, 2016 AND OCTOBER 26 – 28, 2016.

Upon the motion of Alderman Maynard to approve travel of Deputy City Clerks Ashley Wigelsworth and Lashonda Wilson to attend Fall clerk certification training classes in Pearl, September 21-23, and Oxford, October 26-28, not to exceed \$710 each advance travel, duly seconded by Alderman Little, the Board voted as follows:

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

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

32. REQUEST APPROVAL TO ALLOW SGT. MATTHEW SCHOBBER TO ATTEND THE DIVE RESCUE INTERNATIONAL INSTRUCTOR COURSE IN PANAMA CITY, FL, AT A COST OF \$4,500.33.

Alderman Maynard offered a motion to allow Sgt. Matthew Schober to attend the Dive Rescue International Instructor course in Panama City, FL, at a cost of \$4500.33, with advanced pay to be held Oct. 20, 2016-Nov. 7, 2016. Alderman Walker seconded the motion. Chief Yarbrough was asked to describe the training. He noted at the completion of this course, Sgt. Schober will be a certified dive instructor for the City of Starkville and SFD which will save the city, as well as the fire department money, by training other City personnel in-house and perhaps County employees. The Board voted as follows:

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

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

33. REQUEST APPROVAL OF THE PURCHASE OF FIREFIGHTER TURN-OUT GEAR FROM NAFECO AT A COST OF \$14,972.65.

Upon the motion of Alderman Maynard, duly seconded by Alderman Vaughn, to approve the purchase specialty turn-out gear from NAFECO (MS Contract #8200022865) for \$14,972.65 to be paid from the Machine and Equipment Line Item, the Board voted as follows:

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

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

Qty.	Product	Description	Each	Total
7 /	CVBMK312	LION V-force coat Starkville MS Spec	\$1,225.85	\$8,580.95
7 /	PVHMK312	LION V-force pant Starkville MS spec	\$ 883.15	\$6,182.05
				Total: \$14,763.00
tax & freight to be determined				

34. REQUEST APPROVAL TO ACCEPT THE LOW QUOTE FROM GROUNDSTONE CONSTRUCTION IN THE AMOUNT OF \$20,700.00 FOR THE FIRE STATION #4 REPAIRS.

Alderman Little offered a motion, duly seconded by Alderman Maynard, to approve the low quote from Groundstone Construction in the amount of \$20,700.00 for the Fire Station #4 repairs for damages caused by an uninsured driver who ran into Fire Station #4 on Academy Road June 26, with the City deductible to be paid from account 001-267-558-269 Building Maintenance. The Board voted as follows:

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

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

Two quotes received:

SCC Construction, LLC:	\$ 39,048.00
Groundstone Const.:	\$ 20,700.00

35. REQUEST APPROVAL FOR WILLIAM POCHOP TO ATTEND THE NATIONAL ALLIANCE FOR YOUTH SPORTS NOVEMBER 15-19 IN ORLANDO FLORIDA, WITH ADVANCE TRAVEL NOT TO EXCEED \$1,600.00

Upon the motion of Alderman Walker to approve William Pochop to attend the National Alliance for Youth Sports November 15-19 in Orlando, Florida, with advance travel not to exceed \$1,600.00, duly seconded by Alderman Little, the Board voted as follows:

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

Alderman Henry Vaughn, Sr. Voted: Yea

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

36. REQUEST AUTHORIZATION TO HIRE ALEXANDRA NASH AS A RADIO OPERATOR / RECORDS CLERK IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Alderman Maynard offered a motion to hire Alexandra Nash as a Radio Operator/Records Clerk in the Starkville Police Department subject to one (1) year probationary period at \$11.01 per hour. The motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

37. REQUEST AUTHORIZATION TO HIRE SHONDA LASHAY DELOACH AS THE ACCREDITATION MANAGER/RECORDS CLERK IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO SIX (6) MONTH PROBATIONARY PERIOD.

Alderman Maynard offered a motion to hire Shonda Lashay Deloach as the Accreditation Manager/Records Clerk in the Starkville Police Department subject to one (1) year probationary period at \$13.77 per hour. The motion was seconded by Alderman Wynn and the Board voted as follows:

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

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

38. REQUEST AUTHORIZATION TO HIRE JAMES APPLE AND DYLAN STERN BOWERS AS A FULL TIME POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Alderman Little offered a motion to hire James Apple and Dylan Stern Bowers as a full time Police Officer in the Starkville Police Department subject to one (1) year probationary period at entry level rate of grade 8 (\$14.80 per hour). The motion was seconded by Alderman Maynard and the Board voted as follows:

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

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

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

39. REQUEST APPROVAL TO HIRE GARRETT PETERS MITTAN AS A FULL TIME CERTIFIED POLICE OFFICER AND TO HIRE HOWARD SPANN AS A FULL TIME TEMPORARY CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Upon the motion of Alderman Maynard to hire Garrett Peters Mittan as a full time certified Police Officer and to hire Howard Spann as a full time temporary Certified Police Officer in the Starkville Police Department certified rate of grade 9 \$34,903.13 (\$15.66 hour) subject to one (1) year probationary period, duly seconded by Alderman Vaughn, the Board voted as follows:

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

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

40. REQUEST APPROVAL TO HIRE FELESHA JEFFERSON AS A CERTIFIED RADIO OPERATOR/RECORDS CLERK IN THE STARKVILLE POLICE DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Upon the motion of Alderman Maynard to hire Felesha Jefferson as a Certified Radio Operator/Records Clerk in the Starkville Police Department subject to one (1) year probationary period at a certified rate grade 7 (\$12.00 per hour), duly seconded by Alderman Vaughn, the Board voted as follows:

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

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

41. REQUEST AUTHORIZATION TO ADVERTISE FOR A FULL TIME TEMPORARY HELP DESK ADMINISTRATOR POSITION IN THE INFORMATION TECHNOLOGY DEPARTMENT.

Alderman Maynard offered a motion to advertise for a full time temporary Help Desk Administrator position in the Information Technology Department to replace Eddie Rodrick, who will be deployed by the military for a year. Alderman Wynn seconded the motion and the Board voted as follows:

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

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

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

42. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITIONS OF FIREFIGHTERS IN THE FIRE DEPARTMENT.

Upon the motion of Alderman Maynard to advertise to fill the vacant position of Firefighters in the Fire Department, duly seconded by Alderman Walker, the Board voted as follows:

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

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

43. REQUEST AUTHORIZATION TO HIRE RANDALL CHRISWELL AS AN APPRENTICE 3 LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT SUBJECT TO ONE YEAR PROBATION.

Upon the motion of Alderman Walker to hire Randall Chriswell as an Apprentice Level 3 Lineman in the Starkville Utilities department at a salary grade 13, \$21.63 per hour, duly seconded by Alderman Maynard, the Board voted as follows:

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

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

44. REQUEST AUTHORIZATION TO ADVERTISE FOR A POSITION OF LEAD LINE FOREMAN IN THE STARKVILLE ELECTRIC DEPARTMENT.

Upon the motion of Alderman Maynard to advertise for a position of Lead Line Foreman in the Starkville Electric Department, duly seconded by Alderman Wynn, the Board voted as follows:

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

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

45. REQUEST AUTHORIZATION TO ADVERTISE THE BUILDING INSPECTOR POSITION ON THE INTERNATIONAL CODE COUNCIL WEBSITE FOR APPROXIMATELY TWO WEEKS.

Alderman Maynard offered a motion to advertise the Building Inspector position on the International Code Council website for approximately two weeks in that no applications were received advertising in the local newspaper only. The motion was seconded by Alderman Little and the Board voted as follows:

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

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

46. REQUEST AUTHORIZATION TO HIRE THEODIS WEAVER AS A MAINTENANCE WORKER IN THE STREET DEPARTMENT SUBJECT TO SIX (6) MONTH PROBATIONARY PERIOD.

Upon the motion of Alderman Maynard to hire Theodis Weaver as a maintenance worker in the Street Department subject to six (6) month probationary period as a lateral transfer with no change in salary, duly seconded by Alderman Little, the Board voted as follows:

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

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

47. REQUEST AUTHORIZATION TO HIRE BYRON BISHOP AS A MAINTENANCE WORKER IN THE STREET DEPARTMENT SUBJECT TO ONE (1) YEAR PROBATIONARY PERIOD.

Upon the motion of Alderman Maynard to hire Byron Bishop as a maintenance worker in the Street Department, subject to one (1) year probationary period, at a salary grade 4 (\$9.44 per hour), duly seconded by Alderman Vaughn, the Board voted as follows:

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

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

48. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITIONS OF LABORER IN THE SANITATION /ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Maynard offered a motion to advertise to fill vacant positions of Laborer in the Sanitation /Environmental Services Department. Alderman Little seconded the motion and the Board voted as follows:

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

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

49. REQUEST AUTHORIZATION TO ADVERTISE TO FILL POSITION FOR AN EQUIPMENT OPERATOR AT THE LANDFILL DIVISION OF SANITATION AND ENVIRONMENTAL SERVICES.

Alderman Maynard offered a motion to advertise to fill position for an Equipment Operator at the Landfill Division of Sanitation and Environmental Services. Alderman Wynn seconded the motion and the Board voted as follows:

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

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

50. REQUEST AUTHORIZATION TO ADVERTISE TO FILL A VACANT POSITION FOR A STREET SWEEPER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Maynard offered a motion to advertise to fill a vacant position for a Street Sweeper in the Sanitation /Environmental Services Department. Alderman Little seconded the motion and the Board voted as follows:

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

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

51. REQUEST AUTHORIZATION TO ADVERTISE TO FILL THE VACANT POSITION OF DRIVER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Maynard offered a motion to advertise to fill a vacant position of driver in the Sanitation/ Environmental Services Department. Alderman Little seconded the motion and the Board voted as follows:

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

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

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

52. REQUEST AUTHORIZATION TO ADVERTISE TO FILL VACANT POSITION MAINTENANCE WORKER IN THE LANDSCAPE DIVISION OF THE SANITATION /ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Maynard offered a motion to advertise to fill a vacant position of maintenance worker in the Landscape Division of the Sanitation/ Environmental Services Department. Alderman Little seconded the motion and the Board voted as follows:

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

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

53. REQUEST AUTHORIZATION TO HIRE TEMPORARY FULL-TIME LABORERS, MAINTENANCE WORKERS AND DRIVERS IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.

Alderman Maynard offered a motion to hire a temporary full-time Laborer, a temporary full-time maintenance Worker and a temporary full-time driver in the Sanitation/Environmental Services Department Alderman Little seconded the motion and the Board voted as follows:

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

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

54. DISCUSSION AND CONSIDERATION TO ACCEPT A FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION GRANT FOR AN AUTOMATED EXTERNAL DEFIBRILLATOR TO BE PURCHASED BY FIREHOUSE SUBS AND DONATED TO THE STARKVILLE POLICE DEPARTMENT.

Alderman Maynard offered a motion, duly seconded by Alderman Little, to enter into an agreement with Firehouse Subs Foundation in the form of acceptance of an Automated External Defibrillator (AED) with this AED to be purchased by Firehouse Subs and given to the Starkville Police Department. No costs will be incurred by the City of Starkville. The Board voted as follows:

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

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

55. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE QUOTE AND PURCHASE A TRIMBLE GEO7 SERIES CENTIMETER KIT, ASSOCIATED SOFTWARE, SUPPORT AND ONLINE TRAINING FROM NAVIGATION ELECTRONICS INC., THE SOLE AUTHORIZED TRIMBLE MAPPING/GIS DEALER FOR THE STATE OF MISSISSIPPI IN THE AMOUNT OF \$16,400.

Alderman Maynard offered a motion to accept the quote of 416,400 and purchase a Trimble Geo7 series centimeter kit, associated software, support and online training from Navigation Electronics Inc., the sole authorized Trimble Mapping/GIS dealer for the State of Mississippi. The motion was seconded by Alderman Vaughn and the Board voted as follows:

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

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

56. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE A CISCO 3850X SWITCH FROM GARNER COMPUTER SERVICES FOR \$7,000.

Alderman Maynard offered a motion to accept the lowest and best quote and purchase a Cisco 3850x Switch from Garner Computer Services for \$7,000. The motion was seconded by Alderman Little and the Board voted as follows:

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

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

Quotes Received:

Garner Computer Services	\$ 7,000.00
CDW-G	\$12,739.37

57. REQUEST APPROVAL OF THE RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT WITH TVA EFFECTIVE OCTOBER 1, 2016.

Alderman Maynard offered a motion to approve the Resale Rate Schedule Substitution Agreement with TVA effective October 1, 2016. The motion was seconded by Alderman Wynn. TVA recently approved an annual rate adjustment effective October 1, 2016 which will increase wholesale rates approximately 2.405%. Starkville Utilities is requesting a retail neutral rate adjustment along with a reduction in revenue to offset TVA's wholesale rate increase effective October 1, 2016. The retail rate adjustment will increase residential customer charge by \$1.00 and reduce Kwh energy rate by 0.00116. The Board voted as follows:

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

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

October 1, 2016

RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT

Between

CITY OF STARKVILLE, MISSISSIPPI (DISTRIBUTOR)

And

TENNESSEE VALLEY AUTHORITY (TVA)

Distributor and TVA agree to substitute the new resale rate schedules specified in (a) below, copies of which are attached, for the resale rate schedules specified in (b) below, which, as adjusted, are now in effect as a part of the Schedule of Rates and Charges attached to and made a part of the Power Contract, TV-48326A, effective March 1, 1978, as amended ("**Power Contract**"), between TVA and Distributor. This substitution is to be effective for all bills rendered from resale meter readings taken for revenue months of Distributor beginning with the October 2016 revenue month. It is expressly recognized that the adjustments set forth in the applicable Adjustment Addendum to said Schedule of Rates and Charges will continue to apply to the charges provided for by the attached schedules specified in (a) below.

(a) New resale rate schedules:

General Power Rate--Schedule GSA	October 2016
Residential Rate--Schedule RS	October 2016
Outdoor Lighting Rate--Schedule LS	October 2016

(b) Existing resale rate schedules:

General Power Rate--Schedule GSA	October 2015
Residential Rate--Schedule RS	October 2015
Outdoor Lighting Rate--Schedule LS	October 2015

It is understood that, upon execution of this agreement by TVA and Distributor, all references in the Power Contract to the existing resale rate schedules specified in (b) above, or to any predecessor schedules, will be deemed to refer to the appropriate new resale rate schedules specified in (a) above.

CITY OF STARKVILLE, MISSISSIPPI

By _____
Title:

Rate schedule substitution agreed to as of
the date first above written.

TENNESSEE VALLEY AUTHORITY

By _____
Director
Power Customer Contracts

STARKVILLE UTILITIES
GENERAL POWER RATE--SCHEDULE GSA
(October 2016)

Availability

This rate shall apply to the firm power requirements (where a customer's contract demand is 5,000 kW or less) for electric service to commercial, industrial, and governmental customers, and to institutional customers including, without limitation, churches, clubs, fraternities, orphanages, nursing homes, rooming or boarding houses, and like customers. This rate shall also apply to customers to whom service is not available under any other resale rate schedule.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor.

Base Charges

1. If (a) the higher of (i) the customer's currently effective contract demand, if any, or (ii) its highest billing demand during the latest 12-month period is not more than 50 kW and (b) the customer's monthly energy takings for any month during such period do not exceed 15,000 kWh:

Customer Charge: \$18.78 per delivery point per month

Energy Charge:

Summer Period 8.206¢ per kWh per month

Winter Period 7.904¢ per kWh per month

Transition Period 7.717¢ per kWh per month

2. If (a) the higher of (i) the customer's currently effective contract demand or (ii) its highest billing demand during the latest 12-month period is greater than 50 kW but not more than 1,000 kW or (b) the customer's billing demand is less than 50 kW and its energy takings for any month during such period exceed 15,000 kWh:

Customer Charge: \$93.91 per delivery point per month

Demand Charge:

Summer Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$13.49 per kW

Winter Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$12.60 per kW

Transition Period First 50 kW of billing demand per month, no demand charge

Excess over 50 kW of billing demand per month, at \$12.60 per kW

Energy Charge:

Summer Period	First 15,000 kWh per month at 8.359¢ per kWh Additional kWh per month at 3.857¢ per kWh
Winter Period	First 15,000 kWh per month at 8.057¢ per kWh Additional kWh per month at 3.568¢ per kWh
Transition Period	First 15,000 kWh per month at 7.870¢ per kWh Additional kWh per month at 3.453¢ per kWh

3. If the higher of (a) the customer's currently effective contract demand or (b) its highest billing demand during the latest 12-month period is greater than 1,000 kW:

Customer Charge: \$234.77 per delivery point per month

Demand Charge:

Summer Period	First 1,000 kW of billing demand per month, at \$11.98 per kW Excess over 1,000 kW of billing demand per month, at \$10.02 per kW, plus an additional \$10.02 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand
Winter Period	First 1,000 kW of billing demand per month, at \$11.09 per kW Excess over 1,000 kW of billing demand per month, at \$9.13 per kW, plus an additional \$9.13 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand
Transition Period	First 1,000 kW of billing demand per month, at \$11.09 per kW Excess over 1,000 kW of billing demand per month, at \$9.13 per kW, plus an additional \$9.13 per kW per month for each kW, if any, of the amount by which the customer's billing demand exceeds the higher of 2,500 kW or its contract demand

Energy Charge:

Summer Period	4.140¢ per kWh per month
Winter Period	3.852¢ per kWh per month
Transition Period	3.734¢ per kWh per month

Adjustment

The base demand and energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, such charges shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Determination of Demand

Distributor shall meter the demands in kW of all customers having loads in excess of 50 kW. The metered demand for any month shall be the highest average during any 30-consecutive-minute period of the month of the load metered in kW. The measured demand for any month shall be the higher of the highest average during any 30-consecutive-minute period of the month of (a) the load metered in kW or (b) 85 percent of the load in kVA plus an additional 10 percent for that part of the load over 5,000 kVA, and such measured demand shall be used as the billing demand, except that the billing demand for any month shall in no case be less than 30 percent of the higher of the currently effective contract demand or the highest billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule shall not be less than the sum of (a) the base customer charge, (b) the base demand charge, as adjusted, applied to the customer's billing demand, and (c) the base energy charge, as adjusted, applied to the customer's energy takings; provided, however, that, under 2 of the Base Charges, the monthly bill shall in no event be less than the sum of (a) the base customer charge and (b) 20 percent of the portion of the base demand charge, as adjusted, applicable to the second block (excess over 50 kW) of billing demand, multiplied by the higher of the customer's currently effective contract demand or its highest billing demand established during the preceding 12 months.

Distributor may require minimum bills higher than those stated above.

Seasonal Service

Customers who contract for service on a seasonal basis shall be limited to 2,500 kW and shall pay the above charges, as adjusted, plus an additional seasonal use charge equal to:

(a) If the customer's billing demand and its contract demand, if any, are each 50 kW or less:

1.00¢ per kWh for the first 15,000 kWh of the customer's energy takings for the month.

(b) If the customer's billing demand or its contract demand exceeds 50 kW:

1.00¢ per kWh per month of the lesser of (1) the amount computed by multiplying 300 hours by the customer's billing demand or (2) the customer's energy takings for the month.

For such customers, the minimum bill provided for above shall not apply. Distributor may require additional charges to provide recovery of costs for customer-specific distribution facilities.

Contract Requirement

Distributor may require contracts for service provided under this rate schedule. Customers whose demand requirements exceed 1,000 kW shall be required to execute contracts and such contracts shall be for an initial term of at least 1 year. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage. If service is supplied to the same customer through more than one point of delivery or at different voltages, the supply of service at each delivery and metering point and at each different voltage shall be separately metered and billed.

Service is subject to Rules and Regulations of Distributor.

STARKVILLE UTILITIES
RESIDENTIAL RATE--SCHEDULE RS
(October 2016)

Availability

This rate shall apply only to electric service to a single-family dwelling (including its appurtenances if served through the same meter), where the major use of electricity is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein.

Character of Service

Alternating current, single-phase, 60 hertz. Power shall be delivered at a service voltage available in the vicinity or agreed to by Distributor. Multiphase service shall be supplied in accordance with Distributor's standard policy.

Base Charges

Customer Charge: \$14.57 per month, less

Hydro Allocation Credit: \$1.60 per month

Energy Charge:

Summer Period 6.896¢ per kWh per month

Winter Period 6.597¢ per kWh per month

Transition Period 6.408¢ per kWh per month

Adjustment

The base energy charges shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, the base energy charge and the hydro allocation credit shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

Minimum Monthly Bill

The base customer charge, as reduced by the hydro allocation credit, constitutes the minimum monthly bill for all customers served under this rate schedule except those customers for which a higher minimum monthly bill is required under Distributor's standard policy because of special circumstances affecting Distributor's cost of rendering service.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Single-Point Delivery

The charges under this rate schedule are based upon the supply of service through a single delivery and metering point, and at a single voltage.

Service is subject to Rules and Regulations of Distributor.

STARKVILLE UTILITIES
OUTDOOR LIGHTING RATE--SCHEDULE LS
(October 2016)

Availability

Available for service to street and park lighting systems, traffic signal systems, athletic field lighting installations, and outdoor lighting for individual customers.

Service under this schedule is for a term of not less than 1 year.

Payment

Bills under this rate schedule will be rendered monthly. Any amount of bill unpaid after due date specified on bill may be subject to additional charges under Distributor's standard policy.

Adjustment

The energy charge in Part A and Part B of this rate schedule shall be increased or decreased in accordance with the current Adjustment Addendum published by TVA. In addition, the energy charge in Part A and Part B of this rate schedule shall be increased or decreased to correspond to increases or decreases determined by TVA under Adjustment 4 of the wholesale power rate schedule applicable under contractual arrangements between TVA and Distributor.

Determination of Seasonal Periods

Summer Period shall mean the June, July, August, and September billing months. Winter Period shall mean the December, January, February, and March billing months. Transition Period shall mean the April, May, October, and November billing months.

PART A--CHARGES FOR STREET AND PARK LIGHTING SYSTEMS, TRAFFIC
SIGNAL SYSTEMS, AND ATHLETIC FIELD LIGHTING INSTALLATIONS

I. Energy Charge:

Summer Period	4.220¢ per kWh per month
Winter Period	3.918¢ per kWh per month
Transition Period	3.731¢ per kWh per month

II. Facility Charge

The annual facility charge shall be 16 percent of the installed cost to Distributor's electric system of the facilities devoted to street and park lighting service specified in this Part A. Such installed cost shall be recomputed on July 1 of each year, or more often if substantial changes in the facilities are made. Each month, one-twelfth of the then total annual facility charge shall be billed to the customer. If any part of the facilities has not been provided at the electric

system's expense or if the installed cost of any portion thereof is reflected on the books of another municipality or agency or department, the annual facility charge shall be adjusted to reflect properly the remaining cost to be borne by the electric system.

Traffic signal systems and athletic field lighting installations shall be provided, owned, and maintained by and at the expense of the customer, except as Distributor may agree otherwise in accordance with the provisions of the paragraph next following in this section II. The facilities necessary to provide service to such systems and installations shall be provided by and at the expense of Distributor's electric system, and the annual facility charge provided for first above in this section II shall apply to the installed cost of such facilities.

When so authorized by policy duly adopted by Distributor's governing board, traffic signal systems and athletic field lighting installations may be provided, owned, and maintained by Distributor's electric system for the customer's benefit. In such cases Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such system or installation and shall require payment by the customer of a facility charge sufficient to cover all of Distributor's costs (except reimbursed costs), including appropriate overheads, of providing, owning, and maintaining such system or installation; provided that, for athletic field lighting installations, such facility charge shall in no case be less than 12 percent per year of such costs. Said facility charge shall be in addition to the annual facility charge on the facilities necessary to provide service to such system or installation as provided for in the preceding paragraph. Replacement of lamps and related glassware for traffic signal systems and athletic field lighting installations provided under this paragraph shall be paid for under the provisions of paragraph A in Section IV.

III. Customer Charge - Traffic Signal Systems and Athletic Field Lighting Installations.

Distributor shall apply a uniform monthly customer charge of \$2.50 for service to each traffic signal system or athletic field lighting installation.

IV. Replacement of Lamps and Related Glassware - Street and Park Lighting

Customer shall be billed and shall pay for replacements as provided in paragraph A below, which shall be applied to all service for street and park lighting.

- A. Distributor shall bill the customer monthly for such replacements during each month at Distributor's cost of materials, including appropriate storeroom expense.
- B. Distributor shall bill the customer monthly for one-twelfth of the amount by which Distributor's cost of materials, including appropriate storeroom expense, exceeds the product of 3 mills multiplied by the number of kilowatt hours used for street and park lighting during the fiscal year immediately preceding the fiscal year in which such month occurs.

Metering

For any billing month or part of such month in which the energy is not metered or for which a meter reading is found to be in error or a meter is found to have failed, the energy for billing purposes for that billing month or part of such month shall be computed from the rated capacity of the lamps (including ballast) plus 5 percent of such capacity to reflect secondary circuit losses, multiplied by the number of hours of use.

Revenue and Cost Review

Distributor's costs of providing service under Part A of this rate schedule are subject to review at any time and from time to time to determine if Distributor's revenues from the charges being applied are sufficient to cover its costs. (Such costs, including applicable overheads, include, but are not limited to, those incurred in the operation and maintenance of the systems provided and those resulting from depreciation and payments for taxes, tax equivalents and interest.) If any such review discloses that revenues are either less or more than sufficient to cover said costs, Distributor shall revise the above facility charges so that revenues will be sufficient to cover said costs. Any such revision of the annual facility charge provided for first above in section II of Part A of this rate schedule shall be by agreement between Distributor and TVA.

PART B--CHARGES FOR OUTDOOR LIGHTING FOR INDIVIDUAL CUSTOMERS

Charges Per Fixture Per Month

(a) <u>Type of Fixture</u>	<u>Lamp Size</u>		<u>Rated kWh</u>	<u>Facility Charge</u>
	<u>(Watts)</u>	<u>(Lumens)</u>		
Mercury Vapor or Incandescent	175	7,900	77	\$4.85
High Pressure Sodium	100	9,500	45	\$5.63
High Pressure Sodium-Cobra	250	23,000	111	\$10.19
	400	51,000	171	\$10.63
High Pressure Sodium-Flood	250	23,000	111	\$10.57
	400	51,000	171	\$10.89
High Pressure Sodium-Decorative	100	9,500	45	\$25.25
PS Interstate	250	27,500	111	\$18.39
	400	51,000	171	\$17.69
Metal Halide	175	12,500	76	\$6.83

(b) Energy Charge: For each lamp size under (a) above,

Summer Period 4.220¢ per kWh per month

Winter Period 3.918¢ per kWh per month

Transition Period 3.731¢ per kWh per month

Additional Facilities

The above charges in this Part B are limited to service from a photoelectrically controlled standard lighting fixture installed on a pole already in place. If the customer wishes to have the fixture installed at a location other than on a pole already in place, Distributor may apply an additional monthly charge.

Lamp Replacements

Replacements of lamps and related glassware will be made in accordance with replacement policies of Distributor without additional charge to the customer.

Special Outdoor Lighting Installations

When so authorized by policy duly adopted by Distributor's governing board, special outdoor lighting installations (other than as provided for under Parts A and B above) may be provided, owned, and maintained by Distributor's electric system. In such cases Distributor may require reimbursement from the customer for a portion of the initial installed cost of any such installation and shall require payment by the customer of monthly charges sufficient to cover all of Distributor's costs (except reimbursed costs), including appropriate overheads, or providing, owning, and maintaining such installations, and making lamp replacements.

Service is subject to Rules and Regulations of Distributor.

Starkville Mississippi (ID# 214) Reconciliation of October 1, 2016 TVA Rate Adjustment and LPC Local Rate Adjustment

Current Rates prior to October 1, 2016 Adjustments															TVA October 1, 2016 Rate Adjustment					LPC October 1, 2016 Local Rate Adjustment				
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)							
Oct-15 Base Power Cost	Hydro Debit	Removing Credit	Oct-15 Adjustment	Environmental Adjustment	LPC Adder	Oct-15 Base Rate	With Enviro. Without Hydro Plus current Adj	Oct-16 TVA Adjustment Percent	Oct-16 Increase in Adjustment	Oct-16 Total Adjustment	Check Value	Diff.	LRA Request	Oct-16 Base Rate	Check Value	Diff.								
Residential																								
Summer	-	0.00297	0.00159	0.00300	0.01384	13.57	0.06536	2.405%	0.00157	0.003160	0.00316	-	1.00	14.57	13.57	(1.00)								
All kWh						0.07164							-0.00268	0.06896	0.07164	0.00268								
Winter	-	0.00297	0.00151	0.00300	0.01384	0.06865	0.06229	2.405%	0.00150	0.003010	0.00301	-	-0.00268	0.06597	0.06865	0.00268								
All kWh						0.06676	0.06036	2.405%	0.00145	0.002920	0.00292	-	-0.00268	0.06408	0.06676	0.00268								
GSA1																								
Summer						18.78																		
Summer kWh	-	(0.00279)	0.00170	0.00348	0.01597	0.08369	0.07011	2.405%	0.00169	0.003390	0.00339	-	-0.00163	0.08206	0.08369	0.00163								
Winter																								
Winter kWh	-	(0.00279)	0.00163	0.00348	0.01597	0.08067	0.06702	2.405%	0.00161	0.003240	0.00324	-	-0.00163	0.07904	0.08067	0.00163								
Transition																								
Transition kWh	-	(0.00279)	0.00158	0.00348	0.01597	0.07880	0.06510	2.405%	0.00157	0.003150	0.00315	-	-0.00163	0.07717	0.0788	0.00163								
GSA2																								
Summer						93.91																		
1st 15,000 kWh	-	(0.00279)	0.00170	0.00195	0.01597	0.08522	0.07011	2.405%	0.00169	0.003390	0.00339	-	-0.00163	0.08359	0.08522	0.00163								
Additional kWh						0.03936	0.03489	2.405%	0.00084	0.001690	0.00169	-	-0.00079	0.03857	0.03936	0.00079								
kW, excess over 50 kW	-		0.26	0.47	3.66	13.74	10.81	2.405%	0.26	0.52	0.52	-	(0.25)	13.490	13.74	0.25								
Winter																								
1st 15,000 kWh	-	(0.00279)	0.00163	0.00195	0.01597	0.08220	0.06702	2.405%	0.00161	0.003240	0.00324	-	-0.00163	0.08057	0.0822	0.00163								
Additional kWh						0.03647	0.03193	2.405%	0.00077	0.001550	0.00155	-	-0.00079	0.03568	0.03647	0.00079								
kW, excess over 50 kW	-		0.24	0.47	3.66	12.85	9.90	2.405%	0.24	0.48	0.48	-	(0.25)	12.60	12.85	0.25								
Transition																								
1st 15,000 kWh	-	(0.00279)	0.00158	0.00195	0.01597	0.08033	0.06510	2.405%	0.00157	0.003150	0.00315	-	-0.00163	0.07870	0.08033	0.00163								
Additional kWh						0.03382	0.03075	2.405%	0.00074	0.001490	0.00149	-	-0.00079	0.03453	0.03532	0.00079								
kW, excess over 50 kW	-		0.24	0.47	3.66	12.85	9.90	2.405%	0.24	0.48	0.48	-	(0.25)	12.60	12.85	0.25								
GSA3																								
Summer						234.77																		
All kWh	-	(0.00279)	0.00091	0.00197	0.00479	0.04225	0.03755	2.405%	0.00090	0.001810	0.00181	-	-0.00085	0.04140	0.04225	0.00085								
1st 1,000 kW	-		0.26	0.60	2.28	12.23	10.81	2.405%	0.26	0.52	0.52	-	(0.25)	11.98	12.23	0.25								
Excess over 1,000 kW	-		0.26	0.60	0.32	10.27	10.81	2.405%	0.26	0.52	0.52	-	(0.25)	10.02	10.27	0.25								
Winter																								
All kWh	-	(0.00279)	0.00084	0.00197	0.00479	0.03937	0.03460	2.405%	0.00083	0.001670	0.00167	-	-0.00085	0.03852	0.03937	0.00085								
1st 1,000 kW	-		0.24	0.60	2.28	11.34	9.90	2.405%	0.24	0.48	0.48	-	(0.25)	11.09	11.34	0.25								
Excess over 1,000 kW	-		0.24	0.60	0.32	9.38	9.90	2.405%	0.24	0.48	0.48	-	(0.25)	9.13	9.38	0.25								
Transition																								
All kWh	-	(0.00279)	0.00081	0.00197	0.00479	0.03819	0.03339	2.405%	0.00080	0.001510	0.00151	-	-0.00085	0.03734	0.03819	0.00085								
1st 1,000 kW	-		0.24	0.60	2.28	11.34	9.90	2.405%	0.24	0.48	0.48	-	(0.25)	11.09	11.34	0.25								
Excess over 1,000 kW	-		0.24	0.60	0.32	9.38	9.90	2.405%	0.24	0.48	0.48	-	(0.25)	9.13	9.38	0.25								
Outdoor Lights																								
Summer						0.04288																		
Summer kWh	-	(0.00279)	0.00075	0.00202	0.01201	0.04288	0.03085	2.405%	0.00074	0.001490	0.00149	-	-0.00068	0.04220	0.04288	0.00068								
Winter kWh	-	(0.00279)	0.00067	0.00202	0.01201	0.03986	0.02775	2.405%	0.00067	0.001340	0.00134	-	-0.00068	0.03918	0.03986	0.00068								
Transition kWh	-	(0.00279)	0.00063	0.00202	0.01201	0.03799	0.02584	2.405%	0.00062	0.001250	0.00125	-	-0.00068	0.03731	0.03799	0.00068								

- (1) October 1, 2011, TVA applied a 3.08% increase to Base plus Environmental less Hydro Impact wholesale rate components.
- (2) October 1, 2013, TVA applied a 2.63% increase to Base plus Environmental less Hydro Impact wholesale rate components.
- (3) October 1, 2014, TVA applied a 2.63% increase to Base plus Environmental less Hydro Impact wholesale rate components.
- (4) October 1, 2015, TVA applied a 2.49% increase to Base plus Environmental (note: prior year adjustments have been moved into Base Power Cost) less Hydro Impact wholesale rate components.
- (5) October 1, 2016, TVA applied a 2.40% increase to Base plus Environmental less Hydro Impact wholesale rate components.
- (6) Rounding applied to the spread between on-peak and off-peak or seasonality
- (7) No adjustment to the spread between on-peak and off-peak or seasonality
- (8) The check values are from TVA provided rate information

58. REQUEST APPROVAL FOR TERRY KEMP TO TRAVEL TO CHATTANOOGA, TN AND MURFREESBORO, TN FOR TVPPA AND 7SPC BOARD AND COMMITTEE MEETINGS.

Alderman Maynard offered a motion to approve Terry Kemp to travel to Chattanooga, TN and Murfreesboro, TN for TVPPA and 7SPC Board and Committee meetings in September – December 2016 at a cost of approximately \$200 per night, plus per diem. Terry is currently serving as Vice Chairman of TVPPA and the meetings are a part of his responsibilities in that role. Alderman Wynn seconded the motion and the Board voted as follows:

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

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

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

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

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

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

60. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF PENDING LITIGATION RELATED TO AN EPA MATTER, A PERSONNEL MATTER RELATED TO THE SPECIFIC PERFORMANCE OF AN EMPLOYEE OF THE SANITATION DEPARTMENT AND A PERSONNEL MATTER RELATED TO THE SPECIFIC JOB PERFORMANCE OF AN EMPLOYEE OF THE PARK DEPARTMENT.

Alderman Maynard offered a motion to enter Executive Session for the purpose of pending litigation related to an EPA matter, a personnel matter related to the specific performance of an employee of the Sanitation department and a personnel matter related to the specific job performance of an employee of the Park department on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

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

Alderman Henry Vaughn, Sr. Voted: Yea

Having received an affirmative vote, the Mayor declared the motion passed.

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of pending litigation related to an EPA matter, a personnel matter related to the specific performance of employee of the Sanitation department and a personnel matter related to the specific job performance of an employee of the Park department on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

61. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Perkins, duly seconded by Alderman Wynn, to return to Open Session, the Board voted as follows:

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

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

The Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

62. A MOTION TO TERMINATE A SANITATION DEPARTMENT EMPLOYEE.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, to accept the recommendation of the Department Head to terminate the employment of an employee of the Sanitation Department effective September 7, the Board voted as follows:

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

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

63. A MOTION TO RECESS UNTIL SEPTEMBER 13, 2016 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Wynn, for the Board of Aldermen to recess the meeting until September 13, 2016 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2016.

Attest:

PARKER WISEMAN, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

Starkville DAILY NEWS

STARKVILLEDAILYNEWS.COM

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50 Cents

PUBLIC HEARING NOTICE

City of Starkville, Mississippi

A public hearing will be conducted by the City of Starkville Board of Aldermen to consider if the properties located at 1040 N. Montgomery Street, Starkville, Mississippi, Parcel Numbers 117E-00-022.00, 117E-00-023.00, 117E-00-024.00, 117E-00-025.00, 117E-00-026.00, 117E-00-027.00, 117E-00-028.00, 117E-00-28.01, 117E-00-28.02, and 117E-00-029.00 is a menace to the public health, safety and welfare of the community pursuant to Miss. Code Ann. § 21-19-11.

The public hearing will be held Tuesday, October 4, 2016, at 5:30 p.m. in the Courtroom, City Hall located on the first floor at 110 West Main Street, Starkville, Mississippi



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

AGENDA ITEM DEPT.:
AGENDA DATE: 10/4/2016
PAGE: 1

SUBJECT: Consideration of Insurance for Bulldog Bash

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT: Chris Latimer

SUGGESTED MOTION:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AMWINS BROKERAGE OF TENNESSEE 830 CRESCENT CENTRE DR STE 180 FRANKLIN, TN 37067-7283 (615) 771-8831	CONTACT NAME:	
	PHONE (A/C, No, Ext): (615) 771-8831	FAX (A/C, No): (615) 771-8814
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Mississippi State University and MSU Student Association P.O. Box AK Mississippi State, MS 39762	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Fire Insurance	NAIC # 21113
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** USS324857**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		SRPG-101-0716	10/07/2016 12:01 AM	10/09/2016 12:01 AM	GENERAL AGGREGATE	\$5,000,000.00
	☒ COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$5,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$0.00
							GEN'L AGGREGATE LIMIT APPLIES PER:	
☒ POLICY ☐ PRO-JECT ☐ LOC								
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTO	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DED ☐ RETENTION \$							
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Rap Concert

CERTIFICATE HOLDERMississippi State University and MSU Student Association
P.O. Box AK
Mississippi State, MS 39762**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AmWINS Brokerage



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
9/16/2016

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPG-101-0716/USS324857		EFFECTIVE DATE 10/07/2016 12:01 AM	NAMED INSURED(S) Mississippi State University and MSU Student Association	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST		NAME AND ADDRESS		RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER		
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	Mississippi State University P.O. Box 5368 Mississippi State, MS 39762							LOCATION:	BUILDING:	
☐ BEACH OF WARRANTY	☐ MORTGAGEE								VEHICLE:	BOAT:	
☐ CO-OWNER	☐ OWNER								AIRPORT:	AIRCRAFT:	
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT								ITEM CLASS:	ITEM:	
☐ LEASEBACK OWNER	☐ TRUSTEE	ITEM DESCRIPTION									
☐ LIENHOLDER		REFERENCE / LOAN #:	INTEREST END DATE:				FAX (A/C, No):				
REASON FOR INTEREST:		LIEN AMOUNT:				PHONE (A/C, No, Ex):				E-MAIL ADDRESS:	
INTEREST		NAME AND ADDRESS		RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER		
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	MS Tort Claims P.O. Box 267 Jackson, MS 39201							LOCATION:	BUILDING:	
☐ BEACH OF WARRANTY	☐ MORTGAGEE								VEHICLE:	BOAT:	
☐ CO-OWNER	☐ OWNER								AIRPORT:	AIRCRAFT:	
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT								ITEM CLASS:	ITEM:	
☐ LEASEBACK OWNER	☐ TRUSTEE	ITEM DESCRIPTION									
☐ LIENHOLDER		REFERENCE / LOAN #:	INTEREST END DATE:				FAX (A/C, No):				
REASON FOR INTEREST:		LIEN AMOUNT:				PHONE (A/C, No, Ex):				E-MAIL ADDRESS:	
INTEREST		NAME AND ADDRESS		RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER		
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	Board of Trustees of State institutions of Higher Learning 3825 Ridgewood Road Jackson, MS 39211							LOCATION:	BUILDING:	
☐ BEACH OF WARRANTY	☐ MORTGAGEE								VEHICLE:	BOAT:	
☐ CO-OWNER	☐ OWNER								AIRPORT:	AIRCRAFT:	
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT								ITEM CLASS:	ITEM:	
☐ LEASEBACK OWNER	☐ TRUSTEE	ITEM DESCRIPTION									
☐ LIENHOLDER		REFERENCE / LOAN #:	INTEREST END DATE:				FAX (A/C, No):				
REASON FOR INTEREST:		LIEN AMOUNT:				PHONE (A/C, No, Ex):				E-MAIL ADDRESS:	
INTEREST		NAME AND ADDRESS		RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER		
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	City of Starkville 101 East Lampkin Street Starkville, MS 39759							LOCATION:	BUILDING:	
☐ BEACH OF WARRANTY	☐ MORTGAGEE								VEHICLE:	BOAT:	
☐ CO-OWNER	☐ OWNER								AIRPORT:	AIRCRAFT:	
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT								ITEM CLASS:	ITEM:	
☐ LEASEBACK OWNER	☐ TRUSTEE	ITEM DESCRIPTION									
☐ LIENHOLDER		REFERENCE / LOAN #:	INTEREST END DATE:				FAX (A/C, No):				
REASON FOR INTEREST:		LIEN AMOUNT:				PHONE (A/C, No, Ex):				E-MAIL ADDRESS:	
INTEREST		NAME AND ADDRESS		RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER		
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	The Most Reverend Bishop Joseph Kopacz Bishop of the Catholic Diocese of Jackson Trustee for the members of St Joseph Catholic Parish of the city of Starkville 607 University Drive Starkville, MS 39759							LOCATION:	BUILDING:	
☐ BEACH OF WARRANTY	☐ MORTGAGEE								VEHICLE:	BOAT:	
☐ CO-OWNER	☐ OWNER								AIRPORT:	AIRCRAFT:	
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT								ITEM CLASS:	ITEM:	
☐ LEASEBACK OWNER	☐ TRUSTEE	ITEM DESCRIPTION									
☐ LIENHOLDER		REFERENCE / LOAN #:	INTEREST END DATE:				FAX (A/C, No):				
REASON FOR INTEREST:		LIEN AMOUNT:				PHONE (A/C, No, Ex):				E-MAIL ADDRESS:	
The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.											



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
9/16/2016

AGENCY		CARRIER United States Fire Insurance Company	NAIC CODE 21113
POLICY NUMBER SRPG-101-0716/USS324857	EFFECTIVE DATE 10/07/2016 12:01 AM	NAMED INSURED(S) Mississippi State University and MSU Student Association	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE	Coconuts in the Grove 601 University Drive Starkville, MS 39759				LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
		REFERENCE / LOAN #:	INTEREST END DATE:		ITEM DESCRIPTION		
		LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):		
REASON FOR INTEREST:		E-MAIL ADDRESS:					
INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE	Greater Starkville Development Partnership 200 E. Main Street Starkville, MS 39759				LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
		REFERENCE / LOAN #:	INTEREST END DATE:		ITEM DESCRIPTION		
		LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):		
REASON FOR INTEREST:		E-MAIL ADDRESS:					
INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE					LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
		REFERENCE / LOAN #:	INTEREST END DATE:		ITEM DESCRIPTION		
		LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):		
REASON FOR INTEREST:		E-MAIL ADDRESS:					
INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE					LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
		REFERENCE / LOAN #:	INTEREST END DATE:		ITEM DESCRIPTION		
		LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):		
REASON FOR INTEREST:		E-MAIL ADDRESS:					
INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	LOSS PAYEE MORTGAGEE OWNER REGISTRANT TRUSTEE					LOCATION:	BUILDING:
						VEHICLE:	BOAT:
						AIRPORT:	AIRCRAFT:
						ITEM CLASS:	ITEM:
		REFERENCE / LOAN #:	INTEREST END DATE:		ITEM DESCRIPTION		
		LIEN AMOUNT:	PHONE (A/C, No, Ex):		FAX (A/C, No):		
REASON FOR INTEREST:		E-MAIL ADDRESS:					

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AMWINS BROKERAGE OF TENNESSEE 830 CRESCENT CENTRE DR STE 180 FRANKLIN, TN 37067-7283 (615) 771-8831	CONTACT NAME:	
	PHONE (A/C, No, Ext): (615) 771-8831	FAX (A/C, No): (615) 771-8814
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Fire Insurance	
	NAIC # 21113	
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Mississippi State University and MSU Student Association P.O. Box AK Mississippi State, MS 39762	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: USS324857

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY	X		SRPG-101-0716	10/07/2016 12:01 AM	10/09/2016 12:01 AM	GENERAL AGGREGATE \$5,000,000.00				
	☒ COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG \$5,000,000.00				
	☐ CLAIMS-MADE ☒ OCCUR						PERSONAL & ADV INJURY \$1,000,000.00				
							EACH OCCURRENCE \$1,000,000.00				
							FIRE DAMAGE (Any one fire) \$300,000.00				
							MED EXP (Any one person) \$0.00				
	GEN'L AGGREGATE LIMIT APPLIES PER:										
	☒ POLICY ☐ PRO-JECT ☐ LOC										
	AUTOMOBILE LIABILITY										COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO										BODILY INJURY (Per person) \$
☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$						
☐ HIRED AUTO	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$						
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$					
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$					
	DED	RETENTION \$									
						EACH OCCURRENCE \$					
						GENERAL AGGREGATE \$					
						EACH OCCURRENCE \$					
						GENERAL AGGREGATE \$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate holder is added as an additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

Covered Activity: Rap Concert

CERTIFICATE HOLDER

City of Starkville
101 East Lampkin Street
Starkville, MS 39759

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AmWINS Brokerage

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

Policy Number: SRPG-101-0716/USS324857
Insured: Mississippi State University and MSU Student Association

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

SCHEDULE

Name Of Person Or Organization:

City of Starkville
101 East Lampkin Street
Starkville, MS 39759

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AMWINS BROKERAGE OF TENNESSEE 26 CENTURY BLVD STE 700 NASHVILLE, TN 37214-4603 (615) 349-2097	CONTACT NAME:	
	PHONE (A/C, No, Ext): (615) 349-2097	FAX (A/C, No): (615) 349-2099
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Mississippi State University & MSU Student Association P.O. Box AK Mississippi State, MS 39762	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Fire Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** USS291534**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		SRPG-101-0715	09/11/2015 12:01 AM	09/12/2015 12:01 AM	GENERAL AGGREGATE	\$3,000,000.00
	☒ COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$3,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$0.00
							GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTO	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$
	DED ☐ RETENTION \$ ☐							
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Rock Concert

CERTIFICATE HOLDER

Mississippi State University & MSU Student Association
P.O. Box AK
Mississippi State, MS 39762

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Amwins Brokerage of Tennessee



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
9/9/2015

AGENCY		CARRIER United States Fire Insurance Company	NAIC CODE 21113
POLICY NUMBER SRPG-101-0715/USS291534	EFFECTIVE DATE 09/11/2015 12:01 AM	NAMED INSURED(S) Mississippi State University & MSU Student Association	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	Mississippi State University P.O. Box 5368 Mississippi State, MS 39762			LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION		
REFERENCE / LOAN #:		INTEREST END DATE:					
LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:						E-MAIL ADDRESS:	
INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	Board of Trustees of State institutions of Higher Learning-sponsor/governing body of MSU 3825 Ridgewood Road Jackson, MS 39211			LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION		
REFERENCE / LOAN #:		INTEREST END DATE:					
LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:						E-MAIL ADDRESS:	
INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	Local Natives, Local Natives Touring, Inc f/s/o Local Nativ c/o PS Business Management, LLC 235 Park Ave South, 9th floor New York, NY 10003			LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION		
REFERENCE / LOAN #:		INTEREST END DATE:					
LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:						E-MAIL ADDRESS:	
INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	MS Tort Claims-sponsor/ governing body of MSU P.O. Box 267 Jackson, MS 39201			LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION		
REFERENCE / LOAN #:		INTEREST END DATE:					
LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:						E-MAIL ADDRESS:	
INTEREST	NAME AND ADDRESS RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER	☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	City of Starkville-sponsor 101 E. Lampkin Street Starkville, MS 39759			LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION		
REFERENCE / LOAN #:		INTEREST END DATE:					
LIEN AMOUNT:		PHONE (A/C, No, Ex):		FAX (A/C, No):			
REASON FOR INTEREST:						E-MAIL ADDRESS:	
The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.							



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AMWINS BROKERAGE OF TENNESSEE 26 CENTURY BLVD STE 700 NASHVILLE, TN 37214-4603 (615) 349-2097	CONTACT NAME:	
	PHONE (A/C, No, Ext): (615) 349-2097	FAX (A/C, No): (615) 349-2099
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Mississippi State University & MSU Student Association P.O. Box AK Mississippi State, MS 39762	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Fire Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** USS259680**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		SRPG-101-0414	10/03/2014 12:01 AM	10/05/2014 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	☒ COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	☐ CLAIMS-MADE ☒ OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$
							GEN'L AGGREGATE LIMIT APPLIES PER:	
☒ POLICY ☐ PRO-JECT ☐ LOC								
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTO	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DED	RETENTION \$						
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
	GL Premium							\$8,555.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Country Concert

CERTIFICATE HOLDERMississippi State University & MSU Student Association
P.O. Box AK
Mississippi State, MS 39762**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
9/26/2014

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPG-101-0414/USS259680		EFFECTIVE DATE 10/03/2014 12:01 AM	NAMED INSURED(S) Mississippi State University & MSU Student Association	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST		NAME AND ADDRESS RANK:		EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	Board of Trustees of the State of Higher Learning 3825 Ridgewood Road Jackson, MS 39211						LOCATION:	BUILDING:
☐ BEACH OF WARRANTY	☐ MORTGAGEE							VEHICLE:	BOAT:
☐ CO-OWNER	☐ OWNER							AIRPORT:	AIRCRAFT:
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT							ITEM CLASS:	ITEM:
☐ LEASEBACK OWNER	☐ TRUSTEE	REFERENCE / LOAN #:						ITEM DESCRIPTION	
☐ LIENHOLDER		LIEN AMOUNT:						INTEREST END DATE:	
REASON FOR INTEREST:		PHONE (A/C, No, Ex):						FAX (A/C, No):	
		E-MAIL ADDRESS:							
INTEREST		NAME AND ADDRESS RANK:		EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	MS Tort Claims P.O. Box 267 Jackson, MS 39211						LOCATION:	BUILDING:
☐ BEACH OF WARRANTY	☐ MORTGAGEE							VEHICLE:	BOAT:
☐ CO-OWNER	☐ OWNER							AIRPORT:	AIRCRAFT:
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT							ITEM CLASS:	ITEM:
☐ LEASEBACK OWNER	☐ TRUSTEE	REFERENCE / LOAN #:						ITEM DESCRIPTION	
☐ LIENHOLDER		LIEN AMOUNT:						INTEREST END DATE:	
REASON FOR INTEREST:		PHONE (A/C, No, Ex):						FAX (A/C, No):	
		E-MAIL ADDRESS:							
INTEREST		NAME AND ADDRESS RANK:		EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	Mississippi State University P.O. Box 5368 Mississippi State, MS 39762						LOCATION:	BUILDING:
☐ BEACH OF WARRANTY	☐ MORTGAGEE							VEHICLE:	BOAT:
☐ CO-OWNER	☐ OWNER							AIRPORT:	AIRCRAFT:
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT							ITEM CLASS:	ITEM:
☐ LEASEBACK OWNER	☐ TRUSTEE	REFERENCE / LOAN #:						ITEM DESCRIPTION	
☐ LIENHOLDER		LIEN AMOUNT:						INTEREST END DATE:	
REASON FOR INTEREST:		PHONE (A/C, No, Ex):						FAX (A/C, No):	
		E-MAIL ADDRESS:							
INTEREST		NAME AND ADDRESS RANK:		EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	City of Starkville 101 East Lampkin Street Starkville, MS 39759						LOCATION:	BUILDING:
☐ BEACH OF WARRANTY	☐ MORTGAGEE							VEHICLE:	BOAT:
☐ CO-OWNER	☐ OWNER							AIRPORT:	AIRCRAFT:
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT							ITEM CLASS:	ITEM:
☐ LEASEBACK OWNER	☐ TRUSTEE	REFERENCE / LOAN #:						ITEM DESCRIPTION	
☐ LIENHOLDER		LIEN AMOUNT:						INTEREST END DATE:	
REASON FOR INTEREST:		PHONE (A/C, No, Ex):						FAX (A/C, No):	
		E-MAIL ADDRESS:							
INTEREST		NAME AND ADDRESS RANK:		EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
☒ ADDITIONAL INSURED	☐ LOSS PAYEE	Justin Moore 1219 16th Avenue S Nashville, TN 37212						LOCATION:	BUILDING:
☐ BEACH OF WARRANTY	☐ MORTGAGEE							VEHICLE:	BOAT:
☐ CO-OWNER	☐ OWNER							AIRPORT:	AIRCRAFT:
☐ EMPLOYEE AS LESSOR	☐ REGISTRANT							ITEM CLASS:	ITEM:
☐ LEASEBACK OWNER	☐ TRUSTEE	REFERENCE / LOAN #:						ITEM DESCRIPTION	
☐ LIENHOLDER		LIEN AMOUNT:						INTEREST END DATE:	
REASON FOR INTEREST:		PHONE (A/C, No, Ex):						FAX (A/C, No):	
		E-MAIL ADDRESS:							
The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.									



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER AM WINS BROKERAGE OF NEW ENGLAND, LLC 3 FARM GLEN BLVD STE 202 FARMINGTON, CT 06032-1981 (860) 777-2808	CONTACT NAME:	
	PHONE (A/C, No, Ext): (860) 777-2808	FAX (A/C, No): (860) 777-2839
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Fire Insurance	
	NAIC # 21113	
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Mississippi State University & MSU Student Association P.O. Box AK Mississippi State, MS 39762	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** USS227385**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY			SRPG-101-0413	10/04/2013 12:01 AM	10/05/2013 12:01 AM	GENERAL AGGREGATE	\$1,000,000.00			
	☒ COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$1,000,000.00			
	☐ CLAIMS-MADE ☒ OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00			
							EACH OCCURRENCE	\$1,000,000.00			
							FIRE DAMAGE (Any one fire)	\$300,000.00			
							MED EXP (Any one person)	\$5,000.00			
	GEN'L AGGREGATE LIMIT APPLIES PER:										
	☒ POLICY ☐ PRO-JECT ☐ LOC										
	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO									BODILY INJURY (Per person)	\$
ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$				
HIRED AUTO						PROPERTY DAMAGE (Per accident)	\$				
UMBRELLA LIAB ☐ OCCUR							EACH OCCURRENCE	\$			
EXCESS LIAB ☐ CLAIMS-MADE							AGGREGATE	\$			
DED ☐ RETENTION \$											
							EACH OCCURRENCE	\$			
							GENERAL AGGREGATE	\$			
							EACH OCCURRENCE	\$			
							GENERAL AGGREGATE	\$			
GL Premium								\$7,476.00			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Rock Concert

CERTIFICATE HOLDERMississippi State University & MSU Student Association
P.O. Box AK
Mississippi State, MS 39762**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Francis L. Dean



ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)
9/12/2013

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPG-101-0413/USS227385		EFFECTIVE DATE 10/04/2013 12:01 AM	NAMED INSURED(S) Mississippi State University & MSU Student Association	

ADDITIONAL INTEREST (Not all fields apply to all scenarios – provide only the necessary data)

INTEREST ☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER		☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	NAME AND ADDRESS RANK: Black Crowes 404 West Franklin Street Monterey, CA 93940	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		PHONE (A/C, No, Ex):		FAX (A/C, No):	
E-MAIL ADDRESS:									
INTEREST ☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER		☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	NAME AND ADDRESS RANK: Chris Young 160 Division Street Suite 300 Nashville, TN 37203	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		PHONE (A/C, No, Ex):		FAX (A/C, No):	
E-MAIL ADDRESS:									
INTEREST ☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER		☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	NAME AND ADDRESS RANK: Mississippi State University P.O. Box 5368 Mississippi State, MS 39762	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		PHONE (A/C, No, Ex):		FAX (A/C, No):	
E-MAIL ADDRESS:									
INTEREST ☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER		☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	NAME AND ADDRESS RANK: City of Starkville 101 East Lampkin Street Starkville, MS 39759	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		PHONE (A/C, No, Ex):		FAX (A/C, No):	
E-MAIL ADDRESS:									
INTEREST ☒ ADDITIONAL INSURED ☐ BEACH OF WARRANTY ☐ CO-OWNER ☐ EMPLOYEE AS LESSOR ☐ LEASEBACK OWNER ☐ LIENHOLDER		☐ LOSS PAYEE ☐ MORTGAGEE ☐ OWNER ☐ REGISTRANT ☐ TRUSTEE	NAME AND ADDRESS RANK: MS Tort Claims P.O. Box 267 Jackson, MS 39211	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER LOCATION: BUILDING: VEHICLE: BOAT: AIRPORT: AIRCRAFT: ITEM CLASS: ITEM: ITEM DESCRIPTION	
REASON FOR INTEREST:			REFERENCE / LOAN #:	INTEREST END DATE:		PHONE (A/C, No, Ex):		FAX (A/C, No):	
E-MAIL ADDRESS:									

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.



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

AGENDA ITEM DEPT.: Mayor's Business
AGENDA DATE: October 4, 2016
PAGE: Page 1 of 2

SUBJECT:

The Mississippi State University Student Association is seeking approval to modify their previously approved stage location.

AMOUNT & SOURCE OF FUNDING

The previously approved \$13,540 in in-kind services will not change with this request.

FISCAL NOTE:

N/A

ADDITIONAL INFORMATION & AUTHORIZATION HISTORY:

The previous location was at the intersection of Nash St and University Drive. The new location will be located between Page Avenue and Colonel Muldrow Drive which was the site of the 2015 stage. (See Attachment 1). The new location will not alter roads closures or barricade setup.

REQUESTING

DEPARTMENT: Mayor's Business

DIRECTOR'S

AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move to approve the request by Mississippi State University Student Association to modify their previously approved stage location for the 2016 Bulldog Bash.

Bulldog Bash 2015 Cotton District Map September 11, 2015

Additional
Parking at
St. Joseph's
Church

CATHOLIC
CHURCH

UNIVERSITY DRIVE

S. NASH STREET

North

GAS
STATION

Main Stage

FOH

pin 612

MAXWELL STREET

COTTON ROW

HOLTSINGER AVENUE

COOK-OFF
DURING
FANFARE

BULLDOG
DELI

UNIVERSITY
DISTRICT
LAUNDRY

COLONEL MULDROW

COMFORT
SUITES

VISUAL ARTS
CENTER

Staff Parking
behind VAC

- MARKETING
BOOTHS
- FOOD
VENDORS
- PORTABLE
RESTROOMS
- BLOWOUT
BARRICADES
- FENCING
- TRAFFIC
BARRICADES

N. NASH STREET



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

AGENDA ITEM DEPT.: Mayor's Business

AGENDA DATE: August 2, 2016

PAGE: Page 1 of 30

SUBJECT:

A Special Event request by Starkville High School for in-kind services for the 2016 Starkville High School Homecoming Parade.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$350 with the funding being indirectly associated with the cost of city services from multiple departments.

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

Police Department	\$ 150.00
Sanitation	\$ 150.00
<u>Fire Department</u>	<u>\$ 50.00</u>
TOTAL	\$ 350.00

FISCAL NOTE:

N/A

ADDITIONAL INFORMATION & AUTHORIZATION HISTORY:

The applicants are requesting in-kind services to hold the 2016 Starkville High School Homecoming Parade. The event will be held on Tuesday, October 18, 2016 at 6 pm. The event will require the closing of several streets (see map on application). The requested service includes SPD, SFD, and Sanitation and with a total cost \$350.

REQUESTING

DEPARTMENT: Mayor's Business

DIRECTOR'S

AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move to approve the Special Events request by Starkville High School for in-kind services for the 2016 Starkville High School Homecoming Parade.



CITY OF STARKVILLE

EVENTS POLICY

The City of Starkville appreciates your interest in hosting a special Event with us. The City welcomes a wide variety of events that enrich the community for both visitors and residents. Applications submitted for events will be reviewed on a case-by-case basis. The following guidelines apply:

These guidelines are designed to assist Applicants through the process of applying for a Special Event Permit. The City Building Department, a Special Events Committee and the Board of Aldermen will review the application and will work with you through this process to help you hold a successful event.

The minimum requirements to apply for a Special Event Permit are:

- Completed Application
- Application Fee (Non-refundable as set forth in paragraph 3 unless included in the request for sponsorship by the city)
- Security Deposit (Per Paragraph 10B and refundable as set forth herein unless included in the request for sponsorship by the city)
- Temporary site plan of Event, showing all temporary installations, in relation to the surroundings, and a road closure/directional signage plan

It is the goal of the City of Starkville to be receptive and responsive to the concept of Special Events within our city limits. Well planned, interesting, unique and creative special events allow the City to be showcased in a positive way and are beneficial to the image and development of the City. Requests for city sponsorship provide an opportunity for the City to utilize the moneys designated by the legislature for the sponsorship of specific events that meet the criteria of providing tourism and economic development for the City. It is the responsibility of the promoter to provide the request and the justification for the City to provide such sponsorship. Approval of these sponsorship requests are the final decision of the Mayor and Board of Aldermen.

The Building Department is located at:
On the second floor of City Hall at
101 Lampkin Street
Starkville, MS 39759

**EVENT APPLICATION AND
GUIDELINES**

TABLE OF CONTENTS

	Page(s)
EVENT APPLICATION	3 - 9
SPONSORSHIP APPLICATION	10 - 11
SPONSORSHIP REQUEST	12
APPLICATION PROCEDURES	12 - 13
REVIEW AND CONSIDERATION OF APPLICATION	14 - 15
PAYMENT OF FEES	15 - 16
CANCELLATION AND REVOCATION POLICY	16 - 17
INSURANCE REQUIREMENTS	17
GENERAL RULES AND REGULATIONS	18 - 24
Coordination of City Services	18
Public Safety	18
Fire Protection and Emergency Services	18
Street Closures	19
Parking and Transportation	19
Site Plan	19
Property Management	20 - 21
Concessions	22
Noise	22
Banners and Signs	22
Indemnity	23
Discrimination	23
Compliance with Ordinances, Laws and Regulations	23
Miscellaneous	23 - 24
EXCEPTIONS	24
DEFINITIONS	25 - 26

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>Starkville High School</u>		Organization Name <u>Student Council</u>	
Address <u>603 Yellow Jacket Drive</u>		City <u>Starkville</u>	State <u>MS</u>
E-Mail Address <u>mblackwell@starkville.k12.ms.us</u>		Web Site Address <u>starkvillesd.com</u>	
Telephone Number <u>662-324-4130</u>	Facsimile	Mobile Number <u>662-279-2118</u>	Pager Number
Type of Organization ☐ Individual ☐ Charitable ☐ Non-Profit Organization (501.C3 Tax Identification # _____) ☐ For Profit Organization ☒ Other <u>School</u>			
On-Site Contact <u>Maurilisa Blackwell</u>		Mobile Number for On-Site Contact <u>662-279-2118</u>	

EVENT INFORMATION

Event Name <u>SHS Homecoming Parade</u>		Event Date(s) <u>Tuesday</u> <u>10-18-16</u>		Time <u>6:00</u>	
Type of Event: (check all that apply)		☐ Carnival ☐ Fundraiser ☐ Run/Walk ☐ Concert/Performance ☒ Parade ☐ Sports/Recreational ☐ Festival ☐ Private Gathering ☐ Other _____ ☐ Professional Filming ☐ Reception			
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>10-15-15</u> What was past attendance? <u>300-400?</u>			
Is this event open to the public? ☒ Yes ☐ No		Admission/Entry Fee <u>\$0</u>		Estimated Total Budget <u>N/A</u>	
Proposed Area (check all that apply)		☐ Cotton District ☒ Main Street ☐ City Park ☐ Other _____			
Setup: (first item to be loaded in on site)		Teardown: (last item removed)		Estimated Attendance	
Date: <u>10-18-16</u> Time: <u>5:15 PM</u>		Date: <u>10-18-16</u> Time: <u>7:30 PM</u>		Participants: <u>200</u> Spectators: <u>400</u> Est.# Hotel Rooms: <u>0</u>	
Known Current Sponsor(s) <u>N/A</u>		Beneficiary(ies) <u>N/A</u>			

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☐ Yes ☒ No BAND (marching)	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 If yes, a road closure plan complete with barricades and signage shall be submitted.	Street: ☒ Main Street/University ☐ Russell Street ☒ Other Lampkin, Montgomery, S.S. Washington	<table border="1"> <tr> <th>Closing</th> <th>Opening</th> </tr> <tr> <td>Day/Time</td> <td>Day/Time</td> </tr> <tr> <td>10/18-5:15</td> <td>10/18 7:30</td> </tr> <tr> <td>10/18-5:15</td> <td>10/18 7:30</td> </tr> </table>	Closing	Opening	Day/Time	Day/Time	10/18-5:15	10/18 7:30	10/18-5:15	10/18 7:30
Closing	Opening									
Day/Time	Day/Time									
10/18-5:15	10/18 7:30									
10/18-5:15	10/18 7:30									

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 Explain	Number of: _____ Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

~~Organizations will clean after parade~~

X

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 Equipment	☐ Generator(s) # _____ ☐ Light Tower(s) # _____
(Check all that apply)			

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

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

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

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

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

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

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

We will need Main Street closed from Montgomery to Washington.

Line up will be at George Sherman's Shopping Center.

Parade will travel from George Sherman to Lampkin → South Montgomery → Main Street → South Washington → Lampkin → Greensboro Center.

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

Name of Insurance Agency		
Name of Insurance Agent		
Address		
City	State	Zip
Phone	Fax	Policy#

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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 <i>Manni Blackwell</i>	Date: <i>10/19/10</i>
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:

_____ (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, **INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.**

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

City of Starkville - Building Department

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THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY: _____

TITLE: _____

ATTEST:

BY: _____

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 SHS		Organization Name Student Council	
Address 603 yellow Jacket Dr	City Starkville	State MS	Zip 39759
E-Mail Address mblackwell@starkville.k12.ms.us		Web Site Address starkville.sd.com	
Telephone Number 662-324-4130	Facsimile	Mobile Number 662-279-2118	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other School			

EVENT INFORMATION

Event Name Homecoming Parade	Event Date(s) 10-18-16	Event Time (6:15-7:00) 6:00 PM
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: We need help from SPD to block the streets. Funding request in dollars:		Other sources of event funding:

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Advertising and Promotion

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

Radio	☒ Yes	☐ No	<i>possibly</i>
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:	<i>Announced in the local papers.</i>		

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.

Maurin Blackwell

SIGNATURE OF APPLICANT

10-19-16

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.

b) Event Information – Event Name, Event Date(s) and Time(s), Type of Event, Previous Dates, Previous Attendance, Expected Attendance, Admission Fee (if any), Estimated Budget, Proposed Event Area, Setup Dates, Teardown Dates, Event Sponsors, Event Beneficiaries.

c) Advertising and Promotion – If applying for City Sponsorship then a listing of type of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc. The City shall be included in all promotional material commensurate to the level of the value that is requested for in-kind services and financial support.

d) Event Special Features – Plans for sound amplification, stage, dance floor, food and beverage service, open flames, cooking, road closures, tents or canopies (if above the size of 20 x 20), temporary fencing, restrooms, sinks, dumpsters, trash containers, trash collection, electrical service, rentals, professional parking/valet, carnival/ amusement rides/attractions, climate control, pyrotechnics, seating, animals, barricades, bicycles, decorations, golf carts, inflatable devices or structures, security, transportation, signage, sale of tickets, and any other special features planned for in connection with the Event.

e) Insurance – Evidence of insurance conforming to the requirements set forth in these Guidelines in paragraph 16, including name and contact information for Insurance Agency.

f) References – List of four organizations Promoter has done or is doing (for new events) business with in connection with the proposed event. This information is required if the event is a new one and/or the Promoter is from out of the surrounding area.

3. Along with the completed application, submit a non-refundable application fee as outlined below plus the required security deposit as outlined in paragraph 9. If the application is not approved, the security deposit shall be refunded to the Applicant. Checks shall be made payable to the City of Starkville. Payment of the application fee and security deposit does not constitute permission to hold the event.

ESTIMATED ATTENDANCE	APPLICATION FEE
Less than 1,500	\$25
1,501 – 5,000	\$50
5,001-10,000	\$75
10,001-15,000	\$100
15,001-20,000	\$150
20,001 and over	\$200

REVIEW AND CONSIDERATION OF APPLICATION

4. The Special Event Committee (The Committee) will review each application and make a final recommendation to the Board of Aldermen on an application for a Permit within 30 days after a complete application, including all required fees, has been submitted to the Building Department. The Committee may determine that clarifications or additional information may be necessary for proper consideration of an application; therefore, additional time may be necessary to make a final recommendation to the Board of Aldermen on the application. To facilitate the process, an applicant shall promptly provide such clarification for additional information.
5. The Committee may recommend approval, approval with conditions, or denial of an application. If the Committee determines at any time after approval that the event is not in compliance with the Permit, the Committee may recommend revocation of the Permit. A majority vote or consensus is required for any recommendation decision of the Committee. The Board of Aldermen makes the final decision on any recommendation by the Committee. The City of Starkville does not discriminate on the basis of race, color, creed, national origin, political or religious beliefs, gender, age, sexual preference or disability.

The Committee will consider the following factors when making a recommendation about the acceptance/denial of an application:

- a) Does the application establish that there will be ample opportunity to properly plan and prepare for the Special Event?
- b) Do the proposed dates and/or location for the Special Event conflict with a current or planned Special Event or activity within the City?
- c) Does the Applicant have previous experience with hosting a Special Event of this nature or scope?
- d) Has the proposed Special Event been held in the City on a previous occasion?
- e) Is the Special Event likely to promote tourism by attracting visitors and tourists?
- f) Is the Special Event likely to have a positive economic impact by generating revenue for Starkville hotels, restaurants and other merchants of the City?
- g) Will police, fire, and other City services be unduly burdened or adversely affected by the Special Event?
- h) Is the Special Event reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance?
- i) Does the Applicant or Promoter owe any taxes, fines, or other fees to the City?
- j) Such other factors as the Committee may deem necessary or important in evaluating an application.

6. The Building Department shall notify a Promoter in writing of the Committee's decision to recommend denial or approval of an event and when the application will go before the Board of Alderman for final consideration. If the application is recommended for approval, the Promoter shall be notified of any specific requirements determined by the Committee and the time frame for completing such requirements.
7. Any Permit that confers the privilege to use the City or portion thereof as applied for by the Applicant and approved by the City does not grant any interest or estate in the City or any portion thereof but is a mere personal privilege to do permitted acts of a temporary character within the said portion thereof in accordance with the Permit, these guidelines, and all applicable laws, rules, standards, policies, and regulations of the City of Starkville and any other governmental authority.

PAYMENT OF FEES

8. All fees payable to the City of Starkville in connection with an application and Special Event shall be paid with a check, money order or credit card in the name of the organization stated on the application and not later than the time period set forth in these guidelines. Payment shall be made payable to the City of Starkville. Promoter shall pay the City interest, at the highest lawful rate per annum, on all amounts due after 30 days of receipt of invoice.
9. SECURITY DEPOSIT - The minimum security deposit shall be required at the time the Board of Alderman approve the Special Event application and determine the need for a security deposit. The security deposit shall be refunded, if at all, in accordance with these guidelines. Depending upon the scope and nature of the proposed event, the City may use its discretion to increase the amount of the security deposit and may require additional security for the performance of all of the terms and conditions of a Permit (including, without limitation, the compliance with all of the terms and conditions of these guidelines) in the form of a security (performance) bond or a cashier's check made payable to the City of Starkville ("Additional Security Deposit").

A pre-event and post-event site inspection may be conducted by the applicant and the designated Special Event Coordinator/Manager to determine existing conditions. The City may apply all or part of the security deposit and additional security, if any, to any charges due from Promoter or to cure any default of Promoter under the Permit (including, without limitation, charges related to the clean-up and restoration of the areas used by the Promoter, the City shall refund to Promoter any portion of the security deposit and additional security, if any, not used by the City in accordance with the Permit.

If City services (including, but not limited to, police personnel, fire and emergency medical personnel, parks department personnel, public services personnel, sanitation department personnel, street department personnel and equipment) are to be provided and are not considered to be part of a City sponsorship request, the Security Deposit will include an amount established by the Committee in a budget for estimated service costs coordinated by the Committee with other departments. Said budget shall be provided to the Applicant at least 60 days prior to the event. Within 30 days after the event, the City shall furnish to the Promoter or applicant a statement reflecting the actual costs incurred by the City for such services (the "Actual Service Costs"). The Actual Service Costs shall be deducted from the Security deposit and retained by the City. If the Security deposit exceeds the actual service costs, the City shall refund the excess amount. If the Security Deposit is not sufficient to pay the Actual Service Costs, the difference must be paid by the Promoter or host within 10 days after receipt of notice to pay from the City. Any interest earned on the Security deposit shall accrue to the benefit of the City.

10. FEES -

a) ELECTRICAL CONNECTION FEES – The Promoter shall pay the following fees for electrical connection to the permanent power sources as utilized:

\$50.00 per day per connection

b) SECURITY DEPOSIT FEES – If deemed appropriate by the Board of Aldermen, the Promoter shall pay a 50% deposit for the cost of the estimated initial city in-kind services necessary for the event. Any additional costs will be determined as the project proceeds and will become the "Additional Security Deposit" referenced in section 9.

CANCELLATION AND REVOCATION POLICY

11. The City may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, inability to procure materials or supplies, failure of power, dangerous or life-threatening weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or international emergencies, or other reasons of like nature). The City shall have no liability for such postponement, cancellation, suspension, or closing. Further, the City shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason related to public health, welfare or safety.
12. The City of Starkville may revoke a Permit at any time due to the failure of Promoter to comply with any of the terms and conditions of the Permit or any other rules and regulations of the City. The failure by the City to revoke a Permit or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Permit and shall not affect the rights of the City to enforce against any other or subsequent breach by the Promoter.
13. The revocation of a Permit does not prohibit the City from exercising any and all additional rights and remedies available at law or in equity as a result of Promoter's failure to comply with the terms and conditions of the Permit, or other ordinance, rule or regulation of the City.

14. Promoter shall notify the Building Department and copy the Board of Aldermen and the Event Committee in writing if he intends to cancel or change the dates of the event. No refunds of any security deposit shall be made if Promoter cancels the event for any reason whatsoever within 90 days of the scheduled date.
15. If the event is cancelled or postponed due to a force majeure event, Promoter may reschedule the event at no charge within ninety (90) days following the original date of the event, subject to availability of the scheduled location.

INSURANCE REQUIREMENTS

16. The Promoter or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event as well as during setup and teardown periods:
(Those exempt from the noted insurance requirements shall be arts, wares and crafts vendors, food vendors and artisans)
 - a) Statutory Limits of Workers Compensation Insurance (if applicable)
 - b) Employers Liability \$1,000,000.00
 - c) Commercial General Liability \$1,000,000.00
 - d) General Aggregate \$1,000,000.00
 - e) Product/Completed Operations Aggregate \$1,000,000.00
 - f) Personal & Adv. Injury \$1,000,000.00
 - g) Per Occurrence \$1,000,000.00
 - h) Medical Coverage \$5,000.00 per person
 - i) Fire Liability \$50,000.00 per fire
 - j) Liquor Liability Endorsement \$1,000,000.00/per claim
 - k) Comprehensive Automobile Liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles)

The City Attorney shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the Promoter shall immediately increase the limits of such insurance to an amount satisfactory to the City and make other reasonable changes requested. The amount required by the City shall be commensurate with other events of the nature of the subject event.

All such insurance shall (i) be issued by a carrier that is licensed to do business in the State of Mississippi; (ii) name the City of Starkville as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Starkville.

Certificates of Insurance shall be delivered to the Building Department within 30 days prior to the first day of the Special Event. Each such Certificate shall provide that it shall not be cancelled without at least 30 days written notice thereof being given to the City. Certified copies of insurance policies shall be furnished to the City of Starkville upon request.

GENERAL RULES AND REGULATIONS

17. COORDINATION OF CITY SERVICES - To best serve the safety and welfare of the public, and to maintain the integrity of the City, it is the general policy of the City that certain services shall be provided by the City with the Promoter reimbursing the City as authorized by the Board of Aldermen and upon demand for all costs associated with the provision of such services (referred to in these guidelines as "City Services"). City services include, among other things, police protection, crowd control, fire protection, emergency medical service, street closures, and traffic and parking control and sanitation. The Committee will determine the minimum staffing levels needed by the City to provide City services for an event. The City of Starkville assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of City services for any Special Event. There will be a 4-hour minimum charge for each City of Starkville employee engaged by the Applicant in connection with an event. Depending upon the scope and nature of the event, the City may require in its discretion that the Applicant pay to the City for a City employee to serve as an overall on-site Event Coordinator ("Event Coordinator"), whose responsibility will be to coordinate the provision of City services.
18. PUBLIC SAFETY – At an event, off-duty and/or on-duty Starkville police personnel shall provide the following functions: public safety and crowd control, overnight security and backstage security, escort for entertainment, escort for transportation of cash, and supervision of street closures and parking. The number of police officers and supervisors required will depend upon the type of Special Event and estimated attendance. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or part thereof in connection with a Special Event and may post signs to such effect.
19. FIRE PROTECTION AND EMERGENCY SERVICES – At an event, off-duty and/or on-duty Starkville fire and emergency services personnel shall provide the following functions: fire prevention, fire protection, emergency medical response, weather monitoring, and closing or postponement of event due to dangerous or life-threatening weather. The number of fire and emergency personnel required will depend upon the type of Special Event and estimated attendance. If a Promoter desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the application. Fireworks, open pit fires and bonfires are strictly prohibited. The City of Starkville shall not be responsible for reimbursing Promoter for potential lost revenue from the sale of tickets or for reimbursing the Promoter or patron for the cost of previously sold tickets that are denied entrance to an event once the Fire Department or Event Coordinator has determined the event shall be closed or postponed due to weather or for other reasons enumerated under section 11.

20. STREET CLOSURES – Certain streets within the City of Starkville may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after any Special Event. Applicant shall submit its request for any street closure at the time of the Application; the Committee shall consider such request in evaluating the application, and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent area. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The City of Starkville Street Department or Police Department shall supervise the placement of all barricades and signs placed on public streets or any public rights-of-way. The rental cost of barricades and signs shall be the responsibility of and paid for by the Promoter, which costs shall be paid in advance of the Special Event if required by the Event Coordinator.
21. PARKING AND TRANSPORTATION –
- a) If necessary and appropriate, the Promoter shall hire a professional parking company to ensure that motor vehicles are parked safely and efficiently. At least 30 days prior to an event, a Promoter shall submit a comprehensive parking plan which identifies where parking is proposed for event staff, equipment vehicles, Event participants, patrons (including parking for handicapped patrons), media and special guests.
- b) Any parking directional signs required by the City will be the responsibility of the Promoter.
22. SITE PLAN –
- a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a Permit. A final site plan, which must be approved by the Events Committee, shall be submitted a minimum of 14 days prior to the event, and must show a detailed diagram drawn to scale of the event including: the location of concession and display booths, portable toilets, dumpsters, location of stages and orientation of loudspeakers, locations for electricity and water, and other relevant elements. Once the final site plan has been approved, it cannot be altered without the prior written consent of the City.
- b) Non-substantial on-site adjustments to the preliminary or final site plans may be made in consultation with the Events Committee, designated Events Coordinator or their designee. A walk-through to verify that the actual setup of the event site meets with the approved final site plan will be conducted prior to the event opening.

23. PROPERTY MANAGEMENT –

- a) Removal or alteration of any part of the City areas is strictly prohibited, except as otherwise approved in writing by the Event Committee
- b) It is the responsibility of the Promoter to locate the permanent amenities and fixtures (sprinkler heads, water retention fields, etc.) prior to construction of the event. Upon completion of the event, Promoter shall promptly repair and/or replace, as appropriate, any damage to the City or any other premises or property so as to restore the same to the order, condition, and state of repair prior to the Special Event. If the Promoter fails to promptly repair, replace and restore such property, the City may do so and deduct the costs thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit). If no security deposit is required, the Promoter shall pay as authorized by the Board of Aldermen the cost of any and all repairs to city facilities and assets that are necessitated by the event.
- c) Vehicular traffic is allowed within the Event area during setup and teardown; however, except as may be permitted by the designated Event Coordinator, Promoter shall restrict subcontractors and delivery trucks to the sidewalks and roadways to reduce the likelihood of damage to the City's permanent amenities.
- d) Promoter shall notify and coordinate with the Event Coordinator in order to erect a temporary structure or install a temporary service. Examples of temporary construction/service include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service, and telephone service.
- e) Carnival rides are restricted to the streets, hard surface parking lots and unimproved fields.
- f) Promoter shall use only an electrical contractor licensed by the State of Mississippi or City of Starkville electric department personnel for the connection and use of temporary power. Power connection to permanent power sources shall be coordinated with the Starkville Electric Department.
- g) Promoter shall be solely responsible for cleaning in connection with and during and after the event. All arrangements for the collection and removal of garbage, trash and other debris deposited during or related to the event are the sole responsibility of the Promoter. Applicants are required to meet quality sanitation standards by assuring there are an adequate number of litter containers on the site of the event, and by encouraging event patrons to dispose of trash in the proper containers. Promoter shall line all trash containers with appropriately sized plastic bags. If required, Promoter shall arrange with the City Sanitation Department for storage containers to hold trash and litter collected throughout the event. Overnight storage of garbage, trash or other debris shall be in containers with lids. Additional pickups and times for said pickups by the City sanitation department shall be coordinated with the assigned Event Coordinator or the Sanitation Department head.

h) Personal property, equipment, tents and other facilities erected for the event that are not removed from the licensed premises after the close of the event within the period required by the designated Events Coordinator may be removed and stored by the City at the expense of the Promoter, Planner or host. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any such property or facilities sustained during removal or storage of such property, equipment, tents or other facilities and the Promoter, Planner or host shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

i) The portable toilets that may be required to be located at the event site by and at the sole cost of the Promoter are based on the nature and scope of the event, and the estimated attendance at the event. A minimum of one handicap portable toilet is required. Depending on the scope of the event and the area encompassed more may be necessary. Such determination will be made by the applicable federal, state and local codes. Promoter is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets.

Promoter may use the following formula as a guideline in determining how many restrooms will be needed at the event; however, additional units may be required depending on various aspects such as female/male ratio, food and beverages served, length of event, attendance, etc.

Attendance	1-4 Hours	5-10 Hours *
1-500	1	2
501-1000	2	3
1000-2500	3	4
2501-5000	4	6
5001-7500	5	8
7500-10,000	8	10
10,001-12,500	10	12
12,500-15,000	12	15
15,000+	15	20

j) Promoter shall maintain any portion of the City and all other property and facilities used by Promoter in connection with the event in a good, first-class condition. If Promoter fails to do so, the City may perform such maintenance or repair of any such portion or property and Promoter shall pay the City upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the City performs such maintenance or repair, the City may deduct the cost thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Promoter shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit).

k) Promoter shall dispose of wastewater (any water from food preparations, hand-washing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc.) in the sanitary sewer. No waste or wastewater is to be dumped into or down the storm sewer or be allowed to pool on or drain into the ground.

24. CONCESSIONS –
- a) Concessionaires and caterers must have proper licenses with the City
 - b) Glass containers are prohibited.
25. NOISE – No loud, excessive or unusual noise is allowed between the hours of Midnight and 7 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Police Department concerning noise may result in the suspension of all activities associated with the event and possible revocation of the Permit.
26. BANNERS AND SIGNS – All posters, graphics, banners and signs (“signs”) placed throughout the City of Starkville shall be professionally executed, comply with any applicable ordinances, rules, or regulations of the City, and be approved in writing by the Event Coordinator. A Promoter shall obtain prior written permission from the Event Coordinator to hang signs in any area of the City. All signs shall be designed and constructed such that they do not leave adhesive residue on property when removed. Balloons releases or other inflated signs anchored to the ground, a building or other structure are prohibited.
- a) Permanent City Signs – Promoter shall not remove or cover up any of the permanent signs (sponsored or otherwise) within the City.
 - b) Event Signs – Sponsorship and event signs are allowed within the City on the designated light posts only with the approval of the Event Committee, and these banners and signs shall only be hung by using the bracket approved by the City or a cable tie. Event signs shall be displayed according to the timeline approved by the Committee. Event signage shall be removed 48 hours after the close of the event.
 - c) Directional and Promotional Signs - Promoter shall not erect, maintain or display placards, signs or any form of advertising anywhere within the City without the prior written consent of the Event Committee.. Any placard, sign, or other form of advertising erected, maintained or displayed without such consent may be removed by the City at the Promoter’s expense. The Starkville Street Department shall supervise the placement of all directional/ promotional signs placed on public streets. The rental cost of directional signs will be the responsibility of the Promoter and it may be necessary for payment of such services and products to be paid in advance of the Special Event.
 - d) Street Banners – For those events where the City of Starkville is a sponsor, subject to availability, and with the written approval of the Committee, Promoter may produce at its own expense two vinyl promotional banners (per Starkville specifications and approval) to be hung on Main Street at Montgomery for display a maximum of two weeks prior to the event. Banners shall be removed within 48 hours after the close of the event.

27. INDEMNITY – An applicant for a Special Event Permit must execute a written agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the Special Event.
28. DISCRIMINATION –
- a) No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a Special Event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, sexual preference or disability.
 - b) Americans With Disabilities Act – Promoter shall cause the event to comply with the Americans with Disabilities Act.
29. COMPLIANCE WITH ORDINANCES, LAWS AND REGULATIONS –
- a) In addition to complying with all conditions of the Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Promoter, Planner or host must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Promoter, Planner or host to obtain all permits necessary to conduct the event and all permits required by other governmental authorities shall be obtained and adhered to.
 - b) Issuance of a required federal, state or county permit (other than a Special Event Permit) does not authorize permission to hold an event. A City of Starkville Special Event Permit must be issued with the approval of the Board of Aldermen and will constitute authorization from the City to hold the event.
 - c) The issuance of a Special Event Permit grants permission to use the public property proposed to be used in connection with the Special Event (the “licensed premises”). The use of such property shall be solely for the purpose of constructing, installing, operating and maintaining the event, and for such other purposes consistent with promoting and conducting the event as the Event Coordinator first authorizes in writing.
30. MISCELLANEOUS –
- a) Animals that are approved must be on a leash, within a pen, or under similar control at all times. A Promoter shall maintain responsibility for all animals within the Event area and assumes the liability for any damages that may occur to persons or property from or by any such animal.
 - b) A holder of a Permit may not and shall have no authority to assign, sell, transfer, pledge, encumber, or otherwise convey a Permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the City, result in the revocation of the Permit. No rights granted by a Permit shall create rights in anyone other than the Permittee.
 - c) No interest shall be paid on any funds paid to or deposited with the City of Starkville in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the City.

d) The City of Starkville may hold itself exempt from these guidelines.

e) The City through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the Special Event for the purpose of inspecting the premises, for observing the performance of obligations hereunder, and for the doing of any act or thing which the City may be obligated to or have the right to do under the Permit or any other applicable City ordinance, rule or regulation.

f) Promoter shall pay all taxes and unemployment insurance for persons employed by the Promoter as may now or hereafter be imposed under any state or federal law, and shall defend and indemnify the City from any such contributions or taxes or liability therefore.

g) The designated Special Event Coordinator or his designee shall have the right, at no cost, to attend and photograph for promotional purposes any Event held in the public spaces of the City.

h) The City of Starkville personnel policies prohibit any employee of the City from accepting loans, advances, gifts, gratuities, or any other favors from anyone doing business with the City.

i) Promoter recognizes and acknowledges that other parties may utilize a portion of the City, and Promoter agrees that its activities shall not interfere with other parties' use of the City facilities and amenities.

EXCEPTIONS

31. The events that do not fall under the criteria of special events in terms of attendance or dates, i.e. events that are regularly scheduled to occur during a month or season such as a Farmer's Market, and are requesting city services, shall be considered as a single event and shall be treated for the purposes of the policy as a single event. Any request for a sponsorship or waiver of fees, deposits, etc. shall be considered in the same manner as any event that is held annually or as a one-time event. Said sponsorship, if approved, shall be considered to apply to the entire event timeframe or season unless specifically differentiated by the Board of Aldermen.

DEFINITIONS

32. The following are definitions of the terms used in the Event Guidelines:

a) *Applicant* means a Promoter, Planner or host.

b) *Application Fee* means a non-refundable fee charged to Applicant for City services incurred by reviewing the Event Application.

c) *Board of Aldermen* means the legislative body of the City of Starkville.

d) *Contractor or Subcontractor* means the business entity or person that is operating to perform services, work or furnish supplies in the furtherance of the event.

e) *Demonstration* means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

f) *Events Coordinator* means the City official designated by the Board of Aldermen on an ad hoc basis as primarily responsible for managing Special Events or a particular designated event.

g) *Facilities* mean, without limitation, all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.

h) *Guidelines* mean these Event Guidelines.

i) *Person* means an individual, firm, partnership, corporation, association, or other legal entity.

j) *Planner* means the person planning a Function, including the Planner's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Planner.

k) *Promoter* means the person seeking to hold an Event, including the Promoter's employees, agents, subcontractors, affiliates, successors, permitted assigns, and other persons controlled by the Promoter.

l) *Pyrotechnics* means small devices intended for professional use, primarily indoors, and which are similar to consumer fireworks in chemical composition and construction.

m) *Reimbursable Costs* means all costs and expenses incurred by the City for activities associated with the staging of the Event, including, without limitation, the following:

- Utilities services provided, including all of the costs of installation, maintenance, and connection
- Repair, maintenance, and removal of facilities in the event of a failure of the Planner, Promoter or Host
- Repair of streets, alleys, sidewalks, parks, and other public property
- Police protection
- Fire protection
- Emergency medical service
- Garbage disposal and cleanup
- Other direct costs associated with the Event

n) *Restaurant/Retail Promotional Event* means an event hosted by a restaurant or retail establishment for the purpose of promoting business that, because of its nature or size, requires city services or involves activities that are not allowed by the applicable zoning district.

o) *Special Event* means an Event held within the city that has or is expected to have an average attendance that equals or exceeds 1,500 participants and spectators for each day of the Event and/or requests services or assistance from the city for holding the proposed Event. Examples of an Event include, without limitation, exhibitions, concerts, parades and charity races.

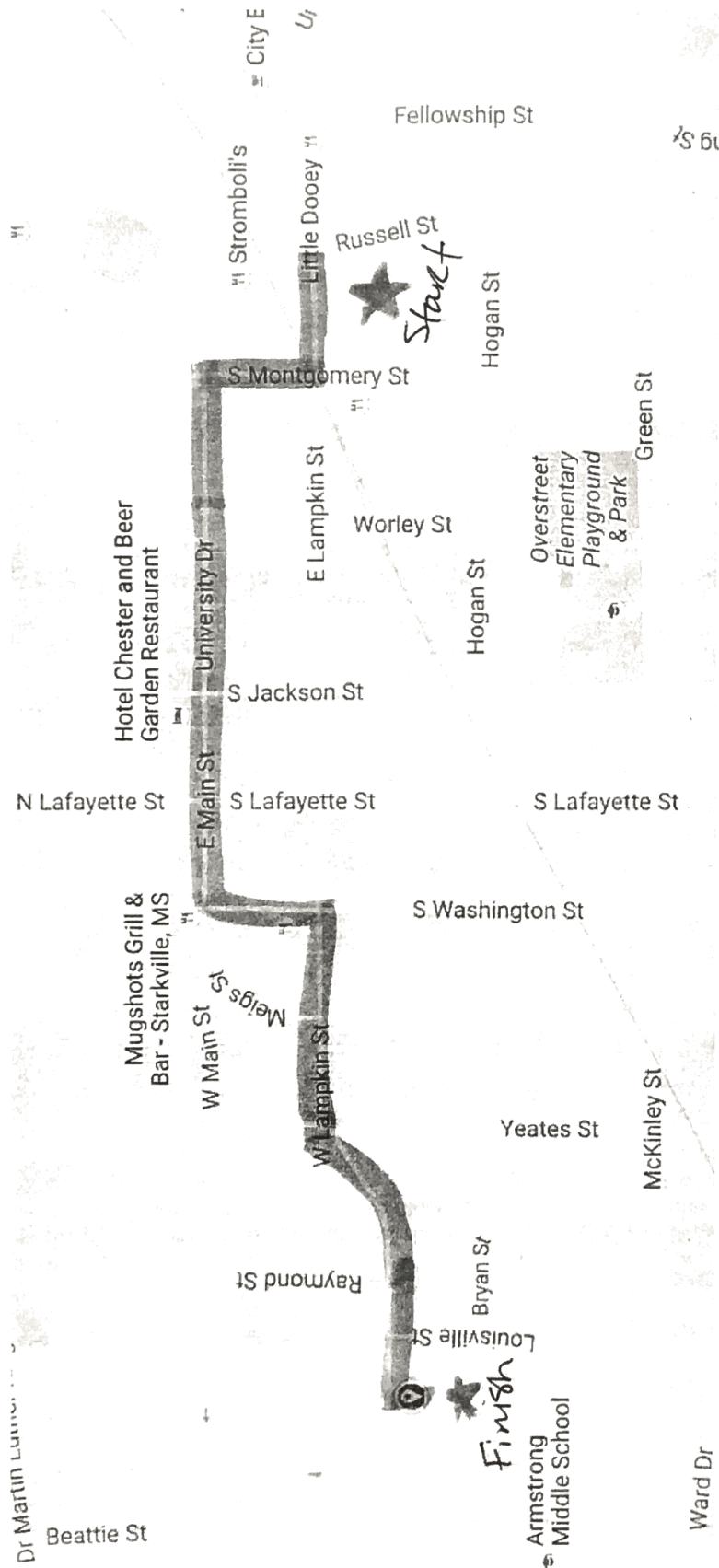
p) *Special Event Committee (The Committee)* means a committee consisting of, the Building Official, Chief Administrative Officer, Police Chief, Fire Chief, City Engineer, Public Services Department Head, Electric Department Head, Sanitation Department Head and other such additional City staff as deemed necessary and appropriate by The Committee.

q) *Special Event Permit or Permit* means the City's written authorization to hold a Special Event. The permit may impose terms and conditions, and is subject to the guidelines of the City.

r) *Sponsorship* means that the City of Starkville participates with in-kind services and/or contributes some portion of the 2% funds or general fund monies to the Event at the sole discretion of the Board of Aldermen. Any approved sponsorship shall require that the event include in advertising the City of Starkville at the level that corresponds to the level of in kind services and/or funding provided to the Promoter/Planner/Person responsible for the coordination of the event.

s) *City* means the City of Starkville, Mississippi.

Starkville High Homecoming Parade Route





STREET/SIDEWALK CLOSING PERMIT APPLICATION

City of Starkville Building Department

City Hall, 101 E. Lampkin Street

Starkville, Mississippi 39759-2944

Phone: (662) 323-8012 Fax: (662) 323-4143

e-mail: buildingdept@cityofstarkville.org

Applicant's Name	<u>Starkville High School</u>	Cell Number	<u>662-279-2118</u>
Organization Name	<u>Student Council</u>	Phone Number	<u>662-324-4130</u>
Address	<u>603 Yellow Jacket Drive</u>	City, State ZIP	<u>Starkville, MS 39759</u>
On-Site Contact	<u>Maurice Blackwell</u>	Cell Number	<u>662-279-2118</u>

Exact Location of Closing Main street From Montgomery - Washington

Date and Times of Closing (From) 10-18-16 (DATE) 5:15 (TIME) (To) 10-18-16 (DATE) 7:00 (TIME)

Reason for Closing: ☐ Construction ☐ Maintenance ☐ Clean-Up ☒ Other Parade

Will street closing require Police or Fire presence? ☒ Yes ☐ No If yes, who? Police

Will street closing require City Utility presence? ☐ Yes ☒ No If yes, who? _____

Is street closing requested as part of a Special Event? ☒ Yes ☐ No (If "yes," Approval by Mayor and Board is Required)

NOTIFICATION AND SIGNATURE OF THE FOLLOWING REQUIRED PRIOR TO APPROVAL

Engineering/Street Dept on _____	Traffic Control Plan Reviewed by: _____
By _____	_____, City Engineer
Police Department on _____	Fire Department on _____
By _____	By _____
Public Services Department on _____	Electric Department on _____
By _____	By _____
Building Department on _____	Sanitation Department on _____
By _____	By _____

I understand that in consideration for the issuance of the requested street closing permit, that I, the permittee, shall assume total responsibility for final cleanup and removal of all trash, debris, and other construction materials or residue generated as a result of this permit. I assume total responsibility for any damage to public property and street right-of-ways upon determination by City inspection. I assume responsibility for maintaining a safe environment for vehicles, pedestrians and personnel. By way of granting a permit for street/sidewalk closure, the City of Starkville shall not assume any liability for any activity associated with this permit and the applicant agrees to hold harmless the City of Starkville from all liability and will indemnify and defend the City there from.

Submitted By Maurice Blackwell Date 9/18/16

Permit Approved By _____ Date _____

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE AGREEMENTS BELOW

DATE OF ISSUANCE

September 27, 2016

COVERED MEMBER

Starkville Oktibbeha Consolidated School District
401 Greensboro St.
Starkville, MS 39759

COVERAGE TO MEMBER PROVIDED BY AGREEMENT WITH:

The Mississippi School Boards Association Property Insurance Trust
489 Springridge Road
Clinton, MS 39060

FORMED UNDER MISSISSIPPI CODE ANNOTATED SECTION 37-7-303

COVERAGES:

THIS IS TO CERTIFY THAT THE AGREEMENTS WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE TRUST MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE PROTECTION AFFORDED BY SOURCES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENTS.

TYPE OF COVERAGE	CONTRACT NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMIT
GENERAL LIABILITY	ST229-16C	07/01/2016	07/01/2017	\$500,000
NOT SUBJECT TO TORT ACT				\$1,000,000
AUTO LIABILITY INCLUDING OWNED, NON-OWNED, HIRED AUTOMOBILES				
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY, AUTOMOBILES, AND EQUIPMENT				
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Proof of Coverage for homecoming parade

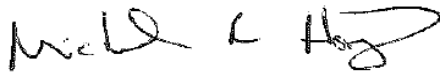
CERTIFICATE HOLDER

City of Starkville
100 West Main St
Starkville, MS 39759

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE AGREEMENTS BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THE COVERAGE AGREEMENT.

AUTHORIZED REPRESENTATIVE





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

AGENDA ITEM DEPT.:
AGENDA DATE: 10/4/2016
PAGE: 1 of 7

SUBJECT: AUTHORIZATION OF THE MAYOR TO APPROVE WHITNEY BANK d/b/a HANCOCK BANK, GULFPORT, MS AS PAYING AGENT FOR THE GENERAL OBLIGATION BONDS, SERIES 2016A AND SERIES 2016B, FOR THE POLICE DEPARTMENT CONSTRUCTION PROJECT, AS NAMED BY RAYMOND JAMES & ASSOCIATES, INC., THE PURCHASER OF BOTH SERIES OF THE BONDS AND TO SIGN THE NECESSARY AGREEMENTS.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Mayor

FOR MORE INFORMATION, CONTACT: Chris Latimer

SUGGESTED MOTION: MOTION TO AUTHORIZE MAYOR PARKER WISEMAN TO APPROVE WHITNEY BANK d/b/a HANCOCK BANK, GULFPORT, MS AS PAYING AGENT FOR THE GENERAL OBLIGATION BONDS, SERIES 2016A AND SERIES 2016B, FOR THE POLICE DEPARTMENT CONSTRUCTION PROJECT, AS NAMED BY RAYMOND JAMES & ASSOCIATES, INC., THE PURCHASER OF BOTH SERIES OF THE BONDS AND TO SIGN THE NECESSARY AGREEMENTS.

AGREEMENT CONCERNING THE
CITY OF STARKVILLE, MISSISSIPPI
\$3,000,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS
SERIES 2016A
DATED DATE – OCTOBER 15, 2016
CLOSING DATE – OCTOBER 17, 2016

Whitney Bank d/b/a Hancock Bank, Gulfport, Mississippi (the "Bank"), hereby acknowledges receipt of the Bond Resolution adopted on June 7, 2016, as revised and supplemented by a resolution adopted August 16, 2016, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), wherein the duties of the paying agent, registrar and transfer agent (the "Paying Agent") for the Three Million Dollars (\$3,000,000) General Obligation Public Improvement Bonds, Series 2016A (the "Bonds"), of the Municipality are set out, and hereby accepts said designation. The Bank hereby agrees to serve as the Paying Agent, subject to approval by the Mayor. The Bank further acknowledges that it has reviewed the Bond Resolution for the Bonds and agrees to act as Transfer Agent and Paying Agent pursuant to the provisions thereof. By execution of this document the Mayor approves the designation of the Bank, and the Bank hereby accepts said designation.

A copy of the Bank's schedule of compensation which details its current bond registrar/transfer/paying agent fees is attached, as **Attachment A**. However, the Bank reserves the right to adjust the fees upon thirty (30) days prior written notice to the City Clerk of the Municipality.

This, the _____ day of _____, 2016.

Whitney Bank d/b/a Hancock Bank,
Gulfport, Mississippi,
As Paying Agent

Parker Wiseman, Mayor

Susan R. Tsimortos, Esq.
Senior Vice President and Trust Officer

The foregoing Agreement concerning the City of Starkville, Mississippi, Three Million Dollars (\$3,000,000) General Obligation Public Improvement Bonds, Series 2016A, has been accepted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, and entered on its minutes.

This, the ____ day of _____, 2016.

Lesa Hardin, City Clerk

Attachment A

Fee Schedule - Bank

AGREEMENT CONCERNING THE
CITY OF STARKVILLE, MISSISSIPPI
\$2,400,000 GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS
SERIES 2016B
DATED DATE – OCTOBER 15, 2016
CLOSING DATE – OCTOBER 17, 2016

Whitney Bank d/b/a Hancock Bank, Gulfport, Mississippi (the "Bank"), hereby acknowledges receipt of the Bond Resolution adopted on June 7, 2016, as revised and supplemented by a resolution adopted August 16, 2016, by the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality"), wherein the duties of the paying agent, registrar and transfer agent (the "Paying Agent") for the Two Million Four Hundred Thousand Dollars (\$2,400,000) General Obligation Public Improvement Bonds, Series 2016B (the "Bonds"), of the Municipality are set out, and hereby accepts said designation. The Bank hereby agrees to serve as the Paying Agent, subject to approval by the Mayor. The Bank further acknowledges that it has reviewed the Bond Resolution for the Bonds and agrees to act as Transfer Agent and Paying Agent pursuant to the provisions thereof. By execution of this document the Mayor approves the designation of the Bank, and the Bank hereby accepts said designation.

A copy of the Bank's schedule of compensation which details its current bond registrar/transfer/paying agent fees is attached, as **Attachment A**. However, the Bank reserves the right to adjust the fees upon thirty (30) days prior written notice to the City Clerk of the Municipality.

This, the _____ day of _____, 2016.

Whitney Bank d/b/a Hancock Bank,
Gulfport, Mississippi,
As Paying Agent

Parker Wiseman, Mayor

Susan R. Tsimortos, Esq.
Senior Vice President and Trust Officer

The foregoing Agreement concerning the City of Starkville, Mississippi, Two Million Four Hundred Thousand Dollars (\$2,400,000) General Obligation Public Improvement Bonds, Series 2016B, has been accepted by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, and entered on its minutes.

This, the ____ day of _____, 2016.

Lesa Hardin, City Clerk

Attachment A

Fee Schedule - Bank



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

AGENDA ITEM DEPT.:
AGENDA DATE: 10/4/2016
PAGE: 1 of 7

SUBJECT: Discussion and consideration of approval of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi approving the adoption and implementation of the Tax Increment Financing Plan, Starkville Neighborhood Market Project, City Of Starkville, Mississippi, September 2016 and authorizing the issuance of Tax Increment Financing Revenue Bonds in an amount not to exceed one million three hundred fifty thousand dollars (\$1,350,000); and for related purposes.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Mayor

FOR MORE INFORMATION, CONTACT: Chris Latimer or Christiana S. Sugg, Gouras & Associates

SUGGESTED MOTION: Motion to approval a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi approving the adoption and implementation of the Tax Increment Financing Plan, Starkville Neighborhood Market Project, City Of Starkville, Mississippi, September 2016 and authorizing the issuance of Tax Increment Financing Revenue Bonds in an amount not to exceed one million three hundred fifty thousand dollars (\$1,350,000); and for related purposes.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI APPROVING THE ADOPTION AND IMPLEMENTATION OF THE TAX INCREMENT FINANCING PLAN, STARKVILLE NEIGHBORHOOD MARKET PROJECT, CITY OF STARKVILLE, MISSISSIPPI, SEPTEMBER 2016 AND AUTHORIZING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000); AND FOR RELATED PURPOSES.

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

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

2. Under the power and authority granted by the laws of the State of Mississippi, and particularly under Chapter 45, Title 21, Mississippi Code of 1972, as amended (the “Act”), the Board did, on September 6, 2016, adopt a certain Order calling for a public hearing on the proposed tax increment financing plan.

3. As directed by the aforesaid Order and as required by law, a Notice of Public Hearing with respect to the *Tax Increment Financing Plan, Starkville Neighborhood Market Project, City of Starkville, Mississippi, September 2016* (the “TIF Plan”), was published one (1) time in the *Starkville Daily News*, a newspaper having a general circulation within the City, and was so published in said newspaper on September 10, 2016, as evidenced by the publisher's proof of publication of the same heretofore presented to the Board and filed with the Clerk, a copy of which is attached hereto as **Exhibit A**.

4. The notice of public hearing generally described the TIF Plan, stated that the TIF Plan was available for inspection in the City Clerk's office, and further called for a public hearing to be held at the regular meeting room of the Board at the City Hall of the City of Starkville, Mississippi at 5:30 o'clock p.m., on September 20, 2016, in order for the general public to state or present their views on the TIF Plan.

5. At 5:30 o'clock p.m. on September 20, 2016, the public hearing was held and all in attendance were given an opportunity to state or present their oral and written comments on the TIF Plan.

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

The Board of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the TIF Plan (a copy of which is attached hereto as **Exhibit B**), and does hereby adopt and approve such TIF Plan as presented in order to assist with the Starkville Neighborhood Market Project (the “Project”) by issuing tax increment financing bonds or notes (the “TIF Bonds”) in an amount not

to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of constructing various Infrastructure Improvements as set forth in the TIF Plan. The TIF Plan has attached as exhibits the map and legal description of the land to be included in the proposed TIF District. The TIF District should be established by the Board as described in the TIF Plan, and the Redevelopment Plan should have the TIF Plan attached or included by reference therein after a public hearing on the matter.

In accordance with the Act, school taxes shall not be used to service tax increment financing debt obligations.

The Board does hereby approve and adopt the TIF Plan, which shall constitute an amendment to and a portion of the Redevelopment Plan previously adopted by the Board, and the City Clerk is hereby directed to attach the TIF Plan to or file it with the Redevelopment Plan and to retain same in the office of the City Clerk. However, the failure to attach it to or file it with the Redevelopment Plan shall not affect the validity of the TIF Plan.

The Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the TIF Act requiring dedication of the “redevelopment project” to the City not apply to those Infrastructure Improvements which are constructed on the privately owned portion of the Project.

The City is now authorized to issue the TIF Bonds pursuant to the Act and offer said TIF Bonds for sale in accordance with the further orders and directions of this Board.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 20th day of September, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST: _____
Lesa Hardin, City Clerk

EXHIBIT A

PUBLICATION

Starkville Daily News – September 10, 2016

CLASSIFIEDS CATEGORY INDEX

- 001 Special Notices
- 002 For Sale
- 003 Garage Sales
- 004 Lost & Found
- 005 Wanted to Buy
- 006 Personals
- 008 Musical Instruments
- 009 Vans
- 010 Cars for Sale
- 011 Motorcycles for Sale
- 012 Trucks for Sale
- 013 Recreational Vehicles
- 014 Antique Vehicles
- 015 Aviation
- 016 Boats/ Motors
- 017 Farms & Timberlands
- 019 Business Opportunities
- 020 Schools
- 021 Services Offered
- 024 Beauty Aids
- 025 Child Care
- 026 Clerical/ Receptionist
- 027 General Help Wanted
- 028 Management
- 029 Marketing
- 030 Medical/ Dental
- 031 MSU Employment
- 032 Part Time/ Temporary
- 033 Professional Employment
- 034 Restaurant Equipment
- 035 Sales
- 036 Help Wanted
- 037 Position Wanted
- 038 Estate Sale
- 040 Insurance
- 041 Loans
- 042 Antiques
- 043 Auctions
- 044 Farm Machinery
- 045 Farm Supplies
- 046 Livestock & Poultry
- 047 Rentals
- 051 Appliances
- 052 Building Materials
- 053 Household Goods
- 054 Machinery & Tools
- 055 Portable Buildings
- 056 Office Supplies
- 057 Pets, Dogs, Etc.
- 058 Sporting Goods
- 062 Vacation Property for Sale
- 063 Recreational Property
- 064 Vacation Rentals
- 065 Apartments for Rent
- 066 Bedrooms for Rent
- 067 Houses for Rent
- 068 Business Property
- 069 Farms for Rent
- 070 Wanted to Rent
- 071 Roommate Wanted
- 072 For Sale, or Rent
- 073 Acreage Wanted
- 074 Office Space Rentals
- 075 Bed and Breakfast
- 076 Condos
- 077 Investment Property
- 078 Acreage for Rent
- 079 Acreage for Sale
- 080 Farms for Sale
- 081 Businesses for Sale
- 082 Houses for Sale
- 083 Lots for Sale
- 084 Commercial Property
- 085 Real Estate
- 086 Posted Notices
- 087 Motel Sites
- 094 Mobile Homes for Rent
- 095 Mobile Homes for Sale
- 096 Trailer Lots for Rent
- 098 Political Notices
- 099 Card of Thanks
- 101 Child Care
- 102 Lawn Service
- 103 Vinyl Siding Services
- 104 Pet Care
- 105 Home Repair
- 106 Cleaning Services
- 107 Elderly Care
- 108 Auto Services
- 109 Moving Services
- 110 Loan Services
- 111 Tree Services
- 112 Bookkeeping Services
- 113 Sewing Services
- 114 Electrical Services
- 115 Bail Bonding
- 116 Healthcare Services
- 117 Beauty Salons
- 118 Roofing Services
- 119 Fencing
- 120 Wedding Services
- 121 Service Directory
- 122 Concrete Services
- 123 Tutoring Services
- 124 Safety Services
- 125 Tractor Services
- 126 Painting Services
- 127 Tornado Shelters
- 128 Antique Repairs
- 129 Wallpaper Service
- 130 Catering/ Food Services
- 131 Electronics Services
- 300 Legals
- 305 Legal Liquor License

Starkville DAILY NEWS CLASSIFIEDS

- Help Wanted - LPN + CNA

MODERN CAMPUS OF SENIOR SERVICES in Historic Columbus MS needs--

LPN Med Nurse

7 days on/ 7 days off
Full time position DAY shifts
7am - 7pm TH - S
7am - 3pm M - W

CNA

Full time position ALL Shifts
Mississippi Certification required

LPN Med Nurse

PART time position
2pm - 10pm M-W
Alzheimer's Unit

PART time position
3pm - 11pm M-W

Additional Benefits include: Paid CPR Training, Paid License
Re-Certifications, and Special Group Rates for Aflac Insurance.
All Applicants must have verifiable references and work history.

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Starkville DAILY NEWS CLASSIFIEDS

01 Special Notices

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02 For Sale

BUSH HOG CLIPPER (squealer) 72" deck- has only limited use. 662-312-4405

ATTENTION!
STARKVILLE DAILY HAS wooden pallets for FREE! 304 E. Lampkin Street.

WHIRLPOOL TOP-LOADING washing machine, purchased 2012, in perfect condition, hoses, drain pipe included \$350 662-323-1691

2 CEMENTARY PLOTS, Okt Mem Garden Park, Oktoc Rd, in established park, valued at \$600 ea/ selling for \$300 ea. 662-404-6600 leave msg.

03 Garage Sales

MULTI FAMILY YARD sale, 68 New Hope church Rd. Starkville, ms. Women's, men's, girls infant-toddler, baby items, shoes and household items. 7-12 Saturday sept 10th, no early sales.

SAT. 9/10. 6am-11am. 26 Choctaw. Uniform pieces, dresses, girls clothing, men's ware, home items, and misc.

SAT. 9/10. 8am-4pm. 14626 Hwy 182. Power tools, tractor, fishing gear, antiques, boat control, gardening & misc.

SATURDAY, SEPT. 10. 7am-12noon. 273 Wood Avenue. West Point, MS

Toddler girls clothes, toys, junior clothes, purses, prom dresses, toddler mattress, toddler pageant dresses, and much more.

EVERYTHING MUST GO!

10 Cars For Sale

2005 PONTIAC G6 70,000 miles. Excellent condition. Call Paul 722-1266

21 Services Offered

HORSE BOARDING AVAILABLE in Stk. \$125 per month. Call 662-312-9160 or 9161

CHEF OPPORTUNITY IN STARKVILLE

Chef needed for new upscale assisted living facility in Starkville, MS featuring restaurant style dining. Director level position, no late nights, great opportunity for hands on chef to lead a kitchen and front of house team. Annual salary starting at 38,000. Please email resumes to Scott Hames at scott.hames@blakeliving.com.

21 Services Offered

EXCELLENT CLAY GRAVEL. Fill clay and top soil. Newly opened pit, easy access off Hwy 82E, will load or deliver. Mulcher and back-hoe work. Columbus. 662-689-0089 Stokes Excavation

36 Help Wanted

CHOCTAW REGIONAL MEDICAL Center has an opening for an experienced medical records coder. The position requires transcribing medical dictation by physicians into a report format for signatures and inclusion in the medical record. Process request for medical information from patients and / or legal guardian, attorneys, referring physician, insurance companies, and other healthcare facilities. All interested candidates please forward your resume to jimmie.owens@choctawregional.com or fax them to 662-285-9485.

DELIVERY DRIVER HOME nightly Need Class B CDL. Apply at 400A Industrial Park Rd, Starkville

EDWARDS BROTHERS IS seeking to hire a General Manager for our trucking terminal in Winona, MS. Call 334-368-4956 for more information.

IMMEDIATE OPENING for Lab Tech, CNA, or LPN at solo physician office. The job offers great benefits with paid holidays, 401K, and health insurance. Need motivated individual for fast-paced office with a good, positive attitude, and a willingness to learn. Send Reply's to Box 198, Starkville Daily News, PO Box 1068, Starkville, MS 39760.

MAINTENANCE POSITION AVAILABLE Basic electrical and plumbing knowledge HVAC certification preferred but not required. Painting Required. Fax resume to (662)324-7826 or email henson.holly@gmail.com

THE TOWN OF Maben is looking to hire a part time or full time police officer.

All interested persons can fill out an application along with your Resume, Monday-Friday 8am-5pm at the Maben City Hall.

711 Second Ave, Maben MS 39750.

36 Help Wanted

OPPORTUNITY! COULD THIS be yours? Our dental practice is seeking outstanding individuals to provide extraordinary service for our patients. Are you organized, self-motivated, smart and have high energy? Then you should apply. Please call 662-285-9244 to hear details on how you can apply.

GATEWAY Tire/Oil Tech
Experience preferred
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• 401K
• Health Insurance
• Bonuses
Apply in person at Gateway Tire Service
1301 Stark Road
Starkville



wake up



& smell the coffee



CALL 323-1642 to place an ad in the Starkville Daily News! How else are you going to sell all that stuff in the garage??

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2BR/2BA. COTTON District. Furnished, efficiency, private entrance, utl. cable incl. \$300/wk 662-312-4588

65 Apartments For Rent

APARTMENTS FOR RENT. Available now!! \$425 per month. Call 662-324-9331

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HORSE STALLS for rent. Hickory Grove Stables. 662-418-7325

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REGISTER TO WIN 3 MONTHS FREE
Best Price/Location
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collegestation@kirklandprop.com (662)323-9499

SLEEPY HOLLOW CONDOS 1BR \$475 mo. 418-1087

SLEEPY HOLLOW. 1 Bdr. Condos. 323-1010

WILLOW POINT APTS. 2BR/2.5BA. Call 323-1010

1 BR 1 BA Apartment, 1 mile from campus. No Pets, \$450 per month. Call 662-769-0674

2 BR 1 BA w/d hookup Pilcher St. Half block west of Henderson School. \$395 a month 769-3762

2BR 1BA, 301 Hillside Dr. \$450/mo \$200 dep. 662-617-9588

67 Houses For Rent

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BEDROOMS AVAILABLE 2, 3, 4 & 5
PLEASE CALL
662-320-7008
crabtreepropertiesllc.com

2BD 2BA CERAMIC floor, walk-in closets, all appliances including washer & dryer. Small pet with fee. \$795/mo 662-324-5168 or 662-324-5121

2BR 1BA, 1 mile from campus. No pets, lawn care provided. \$700/month Call (no texts) 769-0674

3BR 2 BA Modular home, private lot, Central Heat&Air, 2 miles from WalMart. \$900/month No Section 8 662-312-6238

74 Office Space Rentals

NEWLY REMODELED INDIVIDUAL Office Suites with kitchen/common area. Electricity, water, and internet included. 24 hr access on Hwy 12. Short term leases avail. 662-769-2481

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82 Houses For Sale

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300 Legals

IN THE CHANCERY COURT OF OKTIBBEHA COUNTY STATE OF MISSISSIPPI

IN THE MATTER OF THE LAST WILL AND TESTAMENT OF JERRY DALE WELCH, DECEASED NO. 53CH1:16-cv-00207-HD

SUMMONS STATE OF MISSISSIPPI

TO: Nicholas Dale Welch 1101 Old Knoll Dr. Wylie, TX 75098

Tyler Lane Welch 3705 Skyline Dr. Rowlett, TX 75088

You have been made Respondents in the Motion For Authority To Sell Home filed in this Court by Vicki Welch, Executor of the Last Will And Testament Of Jerry Dale Welch.

You are summoned to appear and defend against the Motion at 9:30 o'clock a.m. on October 13, 2016, in the courtroom at the Lowndes County Courthouse at Columbus, Mississippi, and in case of your failure to appear and defend a judgment will be entered against you for the relief demanded in the Motion.

You are not required to file an answer or other pleading but you may do so if you desire.

MONICA W. BANKS Chancery Clerk of Oktibbeha County, Mississippi

BY: /s/ Joseph Long, D. C.

Published: September 10, 2016 September 17, 2016 September 24, 2016

NOTICE OF PUBLIC HEARING TAX INCREMENT FINANCING PLAN STARKVILLE NEIGHBORHOOD MARKET PROJECT CITY OF STARKVILLE, MISSISSIPPI

Notice is hereby given that a public hearing will be held on the 20th day of September, 2016, at 5:30 o'clock p.m. at City Hall, in the Courtroom, at 110 West Main Street, Starkville, MS 39759, on the Tax Increment Financing Plan, Starkville Neighborhood Market Project, City of Starkville, Mississippi, February 2006, and further, to designate the project described in the TIF Plan as appropriate for development and tax increment

300 Legals

financing.

The general scope of the TIF Plan is for the City to issue tax increment financing revenue bonds or notes (the "Bonds"), in an amount not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), which funds will be used for the purpose of providing a financing mechanism to pay for the cost of constructing various infrastructure improvements, acquiring and constructing on-site and off-site improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements"). The Bonds shall be secured solely by a pledge of the incremental increase in ad valorem tax revenues on real and personal property and sales tax rebates within the TIF District, as described in the TIF Plan, and will not be a general obligation of the City secured by the full faith, credit, and taxing power of the City or create any other pecuniary liability on the part of the City other than the pledge of the incremental increase in the ad valorem taxes and sales tax rebates referenced above.

Construction of the Infrastructure Improvements and payment of the bonds issued to construct the infrastructure improvements will be paid as hereinabove set forth and will not require an increase in any kind or type of taxes within the City.

Copies of the TIF Plan and the Tax Increment Financing Redevelopment Plan are available for examination in the office of the City Clerk in Starkville, Mississippi.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by Sections 21-45-1 et seq., Mississippi Code of 1972, as amended.

Witness my signature and seal, this 6th day of September, 2016.

S/ Lesa Hardin, City Clerk

Publish: September 10, 2016

IN THE CHANCERY COURT OF OKTIBBEHA COUNTY, MISSISSIPPI

IN RE: ESTATE OF VIRGINIA M. MCCOY, DECEASED K. SUSAN HARPOLE, EXECUTOR

CAUSE NO. 2016-332

NOTICE TO CREDITORS

Notice is hereby given that all persons having claims against the estate of **VIRGINIA M. MCCOY**, deceased, are required to have the same probated and registered by the Clerk of the Chancery Court of Oktibbeha County, Mississippi, Mississippi; that Letters Testamentary were granted to the undersigned, **K. SUSAN HARPOLE**, in the Chancery Court of Oktibbeha County, Mississippi in Cause No. 2016-332 on the 11TH day of August, 2016; that a failure to probate and register such claims with the Clerk of the Chancery Court of Oktibbeha County, Mississippi for ninety (90) days will bar such claims.

Witness my signature this 15th day of August, 2016.

/s/ **K. SUSAN HARPOLE**

Publication Dates: August 27, 2016 September 03, 2016 September 10, 2016

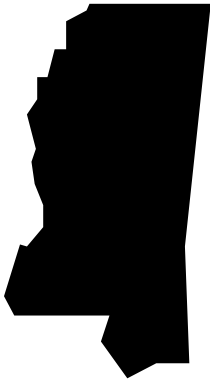
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EXHIBIT B

*TAX INCREMENT FINANCING PLAN,
STARKKVILLE NEIGHBORHOOD MARKET PROJECT
CITY OF STARKVILLE, MISSISSIPPI, SEPTEMBER 2016
(THE “TIF PLAN”)
AS APPROVED*



TAX INCREMENT FINANCING PLAN
STARKVILLE NEIGHBORHOOD MARKET
City of Starkville, Mississippi
September 2016



Prepared by:

GOURAS & ASSOCIATES

101 Webster Circle, Suite 300

Madison, MS 39110

P.O. Box 1465

Ridgeland, MS 39158

601-605-8128 P 601-605-8129 F

chrisgouras@gourasandassociates.com

christiana@gourasandassociates.com

**TAX INCREMENT FINANCING PLAN
STARKVILLE NEIGHBORHOOD MARKET
CITY OF STARKVILLE, MISSISSIPPI
SEPTEMBER 2016**

ARTICLE I

A. PREAMBLE

1. The administration and implementation of this Tax Increment Financing Plan, Starkville Neighborhood Market, City of Starkville, Mississippi, September 2016 (the "TIF Plan") will be an undertaking of the City of Starkville (the "City"), is authorized pursuant to Section 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "TIF Act"), and may be administered and implemented as a joint undertaking of the City of Starkville, Mississippi, (the "City") and Oktibbeha County, Mississippi, (the "County").
2. Wal-Mart Stores East, LP (or its assigns, collectively referred to as the "Developer") proposes to develop an approximately 43,000 square foot Neighborhood Market and fuel center strategically located off Highway 12 and Market Road (the "Project"). The Project will represent a private investment in excess of \$14,000,000. In its entirety, the Project is expected to encompass approximately 7.58 acres, more or less, consisting of real property more particularly described in Article VII of this TIF Plan and the map attached hereto as "Exhibit A" (the "Map"). For purposes of clarity, the land described in the Map and Article VII of this Plan will be referred to as the "TIF District".
3. The City and County may enter into an interlocal cooperation agreement which will designate the City as the primary party in interest in carrying the Project forward. The issuance of bonds to provide funds to finance the costs of infrastructure improvements identified in the TIF Plan may be a joint undertaking of the City and County whereby the City may issue Tax Increment Financing Bonds as authorized herein to finance the Project as more fully described herein (the "TIF Bonds"). The TIF Bonds authorized by this TIF Plan shall not exceed One Million Three Hundred Fifty Thousand (\$1,350,000).
4. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the "redevelopment project" to the City not apply to those Improvements which are constructed on the privately owned portion of the Project.

5. The tax increment financing funds as identified herein will be used to defray the cost of infrastructure improvements to serve the Project and the community as a whole.
6. The Developer has provided information to the City regarding the proposed site plan, the amount of the private investment, sales tax, and job creation projections. Estimates of ad valorem taxes were made through consultation with the office of the Oktibbeha County Tax Assessor and valuations of similar projects.

B. STATEMENT OF INTENT

1. The City may issue TIF Bonds pursuant to the authority outlined hereinabove in an amount not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), which will be secured solely by a pledge of the increased ad valorem taxes from real and personal property and sales tax rebates generated within the TIF District, which funds will be used to pay the cost of constructing various infrastructure improvements which may include but are not limited to, acquiring and constructing on-site and off-site improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the "Infrastructure Improvements").
2. After sufficient development of the Project has been substantially completed the City will issue the TIF Bonds and reimburse the Developer in accordance with a development agreement to be entered into between the parties as authorized by the TIF Act (the "Development Agreement").
3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.

C. PUBLIC CONVENIENCE AND NECESSITY

1. The public convenience and necessity requires participation by the City and County in the Project. The Project will accomplish the following, which will provide for the public convenience and necessity and serve the best interests of the citizens of the City and County.
 - a. Construction of the Project will represent a private investment of approximately \$14,000,000.

- b. It is estimated the Project will create approximately 150 construction jobs, and 95 associates (management, part time and full time jobs) with an estimated annual payroll of over \$2,000,000.
- c. It is expected that the Project will result in an annual real and personal property tax *increase* of about \$21,164.44 for the City.
- d. It is expected that the Project will result in an annual real and personal property tax *increase* of about \$48,664.03 for the County.
- e. It is anticipated that the Project will yield an annual real and personal property tax *increase* of about \$64,100.05 for the School District.
- f. The annual sales generated by the retail development are expected to be in excess of \$20,000,000.
- g. The Project is expected to result in annual sales tax rebates to the City of about \$259,000.
- h. The development of the Project will include a new grocery store in an underserved area of the City.
- i. The Project will result in the construction of Market Street, which will lay the groundwork for further development of the surrounding property.
- j. The Project will provide improvements to Highway 12 as well as signalization at the intersection of Highway 12 and Market Street.
- k. The Project will add water and sewer infrastructure necessary for the development of the TIF District.

**ARTICLE II
PROJECT INFORMATION**

A. REDEVELOPMENT PROJECT DESCRIPTION

1. The Project is expected to encompass approximately 7.58 acres, more or less, and consist of an approximately 43,000 square foot Neighborhood Market and fuel center.
2. Project Location
 - a. Property Description and Map: The Project is located on approximately 7.58 acres, more or less, as more particularly described in Article VII and Exhibit A attached hereto.
 - b. Environmental Characteristics and Zoning: Development of the Project site will require improvements such as (but not limited to) installation and/or relocation of utilities such as acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs. All proposed uses shall comply with the applicable zoning ordinances of the City. The property is currently zoned as C-2 General Commercial.

B. DEVELOPER INFORMATION

1. Developer's Name: Wal-Mart Stores East, LP
2. Developer's Address: 2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attn: Joe Allbright

**ARTICLE III
ECONOMIC DEVELOPMENT IMPACT DESCRIPTION**

A. JOB CREATION

It is estimated the Project will create approximately 150 construction jobs, and 95 associates (management, part time and full time jobs) with an estimated annual payroll of over \$2,000,000.

B. FINANCIAL BENEFIT TO THE COMMUNITY

1. Ad Valorem Tax Increases: The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated after the entire Project has been completed. The estimates for real property taxes are based on assumed new combined true value of \$6,421,120 for the development and personal property taxes.

ENTITY	MILLAGE RATE	CURRENT TAXES ¹	AFTER PROJECT ²	INCREMENT ³
<i>City of Starkville Real Property & Personal Property</i>	21.98	\$5.99	\$21,170.43	\$21,164.44
<i>Oktibbeha County Real Property & Personal Property</i>	50.54	\$14.48	\$48,678.51	\$48,664.03
<i>School District Real Property Taxes</i>	66.57	\$18.04	\$64,118.09	\$64,100.05
TOTAL	139.09	\$38.51	\$133,967.04	\$133,928.53

2. Retail Sales: It is estimated that the Project will generate approximately \$20,000,000 in sales annually which will create annual sales tax rebates of \$259,000. These sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above.

¹ The TIF District is currently taxed as part of a 41.37-acre parcel; accordingly, the Current Taxes represent a pro rata portion of the current taxes.

² Assumes constant values and millage rates.

³ All of these taxes (together with the Retail Sales rebates discussed below and EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.

ARTICLE IV
THE OBJECTIVE OF THE TAX INCREMENT FINANCING PLAN

A. PUBLIC CONVENIENCE AND NECESSITY

The primary objective of this TIF Plan is to serve the public convenience and necessity by participating in the Project. The TIF Plan will provide financing to construct the Infrastructure Improvements to serve the general public and the 7.78-acre development as described in detail in the preamble to this TIF Plan.

B. LOCAL CODES AND ORDINANCES

The Project and the Infrastructure Improvements will be constructed in accordance with standards, codes, and ordinances of the City.

C. HEALTH AND WELFARE OF THE PUBLIC PROVIDED FOR

The Infrastructure Improvements will provide for the health and welfare of the public by providing for safe and adequate infrastructure improvements which may include but are not limited to, the cost of constructing various infrastructure improvements which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

ARTICLE V

A STATEMENT INDICATING THE NEED AND PROPOSED USE OF THE TAX INCREMENT FINANCING PLAN IN RELATIONSHIP TO THE REDEVELOPMENT PLAN

The proposed use of the TIF Plan is to provide a financing mechanism for the construction of Infrastructure Improvements necessary to serve the public that will utilize the induced development.

ARTICLE VI

A STATEMENT CONTAINING THE COST ESTIMATE OF THE REDEVELOPMENT PROJECT, PROJECTED SOURCES OF REVENUE TO MEET THE COSTS, AND TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

A. COST ESTIMATE OF REDEVELOPMENT PROJECT

1. The development of the TIF District will represent a private investment of approximately \$14,000,000. The proceeds of the TIF Bonds will be used to pay the cost of constructing various Infrastructure Improvements, more particularly described in Article I, Section B.
2. The Governing Body does hereby find and determine that the Project is in the best interest of the City and its future development and that it is in the best interest of the City and its citizens that the provision of Section 21-45-9 of the Act requiring dedication of the "redevelopment project" to the City not apply to those Improvements which are constructed on the privately owned portion of the Project.
3. The construction of the Infrastructure Improvements will be undertaken to provide for the public convenience, health, and welfare.
4. Proceeds of the TIF Bonds may also be used to fund capitalized interest and/or a debt service reserve fund as may be permitted under Section 21-45-1, *et seq.*, Mississippi Code of 1972, annotated.

B. PROJECTED SOURCES OF REVENUE TO MEET COSTS

1. The Developer will secure financing to construct the Project including the work to be funded with TIF Bonds.
2. The City will pledge all of the increased ad valorem taxes generated from the real and personal property in the TIF District and the increased sales tax rebates within the TIF District to secure the TIF Bonds.
3. The County will pledge all the increased ad valorem taxes on real and personal property in the TIF district to secure the TIF Bonds.
4. The total amount of indebtedness under this TIF Plan will not exceed One Million Three Hundred Fifty Thousand (\$1,350,000) and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.

C. TOTAL AMOUNT OF INDEBTEDNESS TO BE INCURRED

1. The City will issue up to One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) in TIF Bonds which shall be secured by the City with the pledge of all of the incremental increases in ad valorem real and personal property taxes and all of the sales tax rebates and all of the County's incremental increases in ad valorem real and personal property taxes from within the TIF District. The total amount of indebtedness under this TIF Plan will not exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.
2. The Tax Increment Financing Redevelopment Plan, Starkville, Mississippi February 2006 and this **Tax Increment Financing Plan, Starkville Neighborhood Market, City of Starkville, Mississippi, September 2016** may be a joint undertaking by the City and the County including, but not necessarily limited to, the issuance of the TIF Bonds, which may include bonds, notes, or other debt obligations to provide funds to defray the cost of the Infrastructure Improvements.
3. It is expected that Bonds or Notes can be obtained at an annual interest rate of 5.5% for up to fifteen (15) year tax increment debt obligations. Annual principal and interest payments are estimated to be up to approximately **\$145,830** assuming the 5.5% rate and tax increment obligations over a period of up to fifteen (15) years.
4. The increase in ad valorem real and personal property and sales tax revenues to be generated for the City are estimated to be **\$280,164.44**. The increase in ad valorem real and personal property revenues to be generated for the County are **\$48,664.03**.
5. The surplus for the City is estimated to be **\$129,500** annually and is to be deposited into the general fund of the City to be used for any lawful purpose. The surplus for the County is estimated to be **\$24,332** annually and is to be deposited into the general fund of the County to be used for any lawful purpose.
6. The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

ARTICLE VII
REAL PROPERTY TO BE INCLUDED IN TAX INCREMENT FINANCING DISTRICT

A. PARCEL NUMBER FOR THE TIF DISTRICT

The real property to be included in the TIF District from which the ad valorem real and personal property tax revenues and sales tax rebates will be generated to finance the TIF Bonds contains approximately 7.58 acres, more or less, and is described below and in the Map.

PARCEL	TRUE	ASSESSED	COUNTY	CITY	SCHOOL
117F-00-008.00	\$1,713.81	\$257.07	\$14.48	\$5.99	\$18.04

The above True and Assessed Values were obtained from the Oktibbeha County Tax Assessor's office and a copy of the information is attached hereto as Exhibit B.

ARTICLE VIII
DURATION OF THE TAX INCREMENT FINANCING PLAN'S EXISTENCE

The duration of this TIF Plan shall be until the TIF Bonds issued pursuant to this plan are retired.

ARTICLE IX
ESTIMATED IMPACT OF TAX INCREMENT FINANCING PLAN UPON THE REVENUES OF ALL
TAXING JURISDICTIONS IN WHICH A REDEVELOPMENT PROJECT IS LOCATED

A. AD VALOREM TAX INCREASES

The construction and development of the Project will generate significant ad valorem tax revenues for the City, the County, and the School District. The following are estimates of new ad valorem tax revenues expected to be generated after the entire Project has been completed. The estimates for real property taxes are based on assumed new combined true value of \$6,421,120 for the development and personal property taxes.

ENTITY	MILLAGE RATE	CURRENT TAXES ⁴	AFTER PROJECT ⁵	INCREMENT ⁶
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TOTAL	139.09	\$38.51	\$133,967.04	\$133,928.53

B. RETAIL SALES

It is estimated that the Project will generate approximately \$20,000,000 in sales annually which will create annual sales tax rebates of \$259,000. These sales tax rebates will be pledged by the City to service the debt on the TIF Bonds in addition to the incremental increase in the real and personal property ad valorem taxes discussed above.

⁴ The TIF District is currently taxed as part of a 41.37-acre parcel; accordingly, the Current Taxes represent a pro rata portion of the current taxes.

⁵ Assumes constant values and millage rates.

⁶ All of these taxes (together with the Retail Sales rebates discussed below and EXCLUDING the School Taxes) will be pledged to service the debt on the TIF Bonds. School taxes are not eligible for Tax Increment Financing and are provided for informational purposes only. The debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.

ARTICLE X
A STATEMENT REQUIRING THAT A SEPARATE FUND BE ESTABLISHED TO RECEIVE AD
VALOREM TAXES AND THE PROCEEDS OF ANY OTHER FINANCIAL ASSISTANCE

A separate fund entitled the "Tax Increment Fund: Starkville Neighborhood Market" shall be established by the City to receive ad valorem taxes and sales tax rebates in connection with this TIF Plan.

ARTICLE XI

THE GOVERNING BODY OF THE CITY SHALL BY RESOLUTION FROM TIME TO TIME, DETERMINE (i) THE DIVISION OF AD VALOREM TAX RECEIPTS, IF ANY, THAT MAY BE USED TO PAY FOR THE COST OF ALL OR ANY PART OF A REDEVELOPMENT PROJECT; (ii) THE DURATION OF TIME IN WHICH SUCH TAXES MAY BE USED FOR SUCH PURPOSES; (iii) IF THE GOVERNING BODY SHALL ISSUE BONDS FOR SUCH REDEVELOPMENT PROJECT; AND (iv) SUCH OTHER RESTRICTIONS, RULES AND REGULATIONS AS IN THE SOLE DISCRETION OF THE GOVERNING BODY OF THE CITY SHALL BE NECESSARY IN ORDER TO PROMOTE AND PROTECT THE PUBLIC INTEREST.

Through the adoption of the TIF Plan, Starkville Neighborhood Market, City of Starkville, Mississippi, September 2016, the Governing Body of the City acknowledges the above and shall adopt the necessary resolutions when deemed necessary and appropriate.

**ARTICLE XII
PLAN OF FINANCING**

A. SECURITY FOR THE TIF BONDS

The TIF Plan provides for the City to issue the TIF Bonds which will be secured by the pledge of incremental increases in ad valorem real and personal property taxes and sales taxes generated by the Project. The City will pledge all of the ad valorem tax increases and all of the sales tax rebates to the City. The County will pledge all of its tax increases in ad valorem real and personal property taxes. The total amount of indebtedness under this TIF Plan will not exceed One Million Three Hundred Fifty Thousand (\$1,350,000) and the debt service incurred for the TIF Bonds shall be provided from the added increments of 100% of the City's ad valorem real and personal property tax revenues and 50% of the sales tax revenues PLUS 50% of the incremental increase in the County's ad valorem real and personal property tax revenues for a concurrent and combined period of fifteen (15) years.

B. FURTHER PROCEEDINGS OF THE CITY

Such decision on the most advantageous method for the City to incur the debt will be made pursuant to further proceedings of the City.

C. AMOUNT AND TIMING OF ISSUANCE

The amount and timing of the issuance of the TIF Bonds shall be determined pursuant to further proceedings of the City.

EXHIBIT A

MAP OF TIF DISTRICT

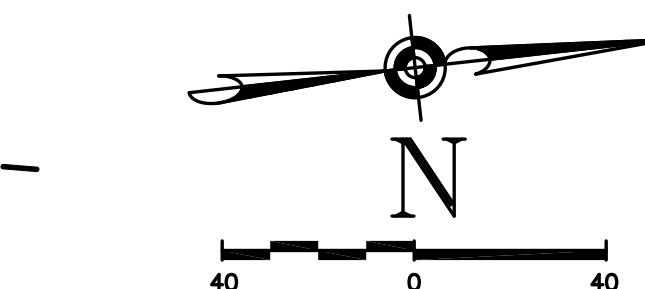
[ATTACHED]

EXHIBIT B

DATA FROM COUNTY TAX ASSESSOR

[ATTACHED]

EXHIBIT A



WALMART LEASE PARCEL	7.58 AC
R.O.W. DEDICATION (BY OTHERS)	1.24 AC
TOTAL PROJECT	8.82 AC

LEGEND

	PROPERTY LINE
	STANDARD DUTY ASPHALT
	HEAVY DUTY ASPHALT
	HEAVY DUTY CONCRETE
	STANDARD DUTY CONCRETE
	ARCHITECTURAL CONCRETE
	R.O.W. PAVEMENT
	8" THICK CRUSHED STONE PAD (MODT NO 610)
	2' CONCRETE BUFFER
	PIPE BOLLARD
	HANDICAP PARKING SYMBOL
	6" RAISED CONCRETE CURB
	CURBED TRAFFIC ISLAND
	CUSTOMER PARKING COUNT (STRIPED YELLOW)
	ASSOCIATE PARKING COUNT (STRIPED WHITE)
	CART CORRAL
	DOUBLE SOLID YELLOW LINE
	SINGLE SOLID YELLOW LINE
	SINGLE BROKEN YELLOW LINE
	SIGN
	LIGHT POLE
	TRAFFIC FLOW ARROW
	6" BLACK VINYL COATED CHAINLINK FENCE
	APPROXIMATE SAWCUT LIMITS

SITE ANALYSIS TABLE	
WALMART	41,951 SF
*PARKING (ASSOCIATE AND CUSTOMER)	162 SPACES
ACCESSIBLE	6 SPACES
*TOTAL PARKING	168 SPACES
*RATIO	4.00/1,000 SF
CART CORRALS	6 CORRALS/6 SPACES
*PARKING SPACES OBSTRUCTED BY CART CORRALS ARE NOT INCLUDED IN OVERALL PARKING RATIO	

SERVICE BUILDING	754 SF
PARKING (ASSOCIATE AND CUSTOMER)	13 SPACES
ACCESSIBLE	1 SPACE
TOTAL PARKING	14 SPACES
RATIO	18.57/1,000 SF

ID	RADIUS	LENGTH	CH BEARING	CH LENGTH
C1	930.00'	164.05'	N 78°37'17" W	163.84'
C2	1000.00'	176.40'	N 78°37'17" W	176.17'

◆ NOTES:

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS SHALL BE TO RECEIVE FOUR INCHES OF SUITABLE TOPSOIL AND BE VEGETATED IN ACCORDANCE WITH THE PLANTING PLAN, THIS SET.
4. ALL RADI TO BE 3' U.N.O.
5. THE PARKING ROW FOR THE 90 DEGREE PARKING SPACE LAYOUT ARE TO THE CENTER OF THE 4" STRIPES. ALL OTHER DIMENSIONS ARE TO THE EDGE OF THE GUTTER U.N.O.
6. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR AS NECESSARY, ALL COSTS SHALL BE IN BASE BID.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS AND ALL OTHERS AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL WORK TO BE IN BASE BID.
8. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY A LAND SURVEYOR.
9. ALL PAINTED PAVEMENT MARKINGS SUCH AS DIRECTIONAL ARROWS AND LETTERING SHALL BE PAINTED USING TEMPLATES.
10. THE STRIPING SHOWN FOR THE ASSOCIATE PARKING SHALL BE STRIPED WHITE. THE REMAINDER OF THE STRIPING SHALL BE STRIPED YELLOW.
11. THE SITE WORK FOR THIS PROJECT SHALL MEET OR EXCEED "THE SITE SPECIFIC SPECIFICATIONS".
12. MONUMENT SIGN TO BE CONSTRUCTED BY OTHERS. CONTRACTOR SHALL STUB CONDUIT AND WIRING TO THE MONUMENT SIGN LOCATION AND TO THE FUTURE MONUMENT SIGN LOCATION AS A PART OF THIS CONTRACT.
13. SEE THE UTILITY PLAN FOR ADDITIONAL INFORMATION ON PARKING LOT LIGHTING.
14. BUILDING TIES SHOWN FROM THE CORNER OF BUILDING TO A POINT PERPENDICULAR TO THE PROPERTY LINE.
15. ALL NECESSARY INSPECTIONS, APPROVALS, AND/OR CERTIFICATIONS REQUIRED BY CODES AND/OR AUTHORITIES SHALL BE COMPLETED PRIOR TO THE ANNOUNCED BUILDING POSSESSION AND THE COMMENCEMENT OF OPERATIONS.
16. ALL DELTA ANGLES ARE 90° U.N.O.
17. REFER TO ARCHITECTURAL PLANS FOR LOCATIONS AND DETAILS OF PIPE COLLARS LOCATED AT THE PROPERTY LINE.
18. SEE ARCHITECTURAL PLANS FOR CONCRETE APRON, BUILDING SIDEWALK, SLAB AND PAD DETAILS.
19. REFER TO FUELING STATION PLANS, THIS SET, FOR ADDITIONAL INFORMATION IN THIS AREA.
20. REFER TO ROAD TO ROAD INTERSECTION, THIS SET, FOR ADDITIONAL INFORMATION.
21. REFER TO EASEMENT PLAN, THIS SET, FOR ADDITIONAL INFORMATION ON PROPOSED EASEMENTS.
22. FUTURE MONUMENT SIGN.

○ SITE LEGEND

- (A) FIRE LANE STRIPING SHALL BE 6" WIDE STRIPES PAINTED TRAFFIC RED WITH "NO PARKING FIRE LANE" PAINTED WITH 4" HIGH WHITE LETTERING. SEE DETAIL SHEET FOR ADDITIONAL INFORMATION. SEE DETAIL SHEET FOR FIRE LANE SIGN. FIRE LANE SIGN SHALL BE IDENTICAL TO PASTORATION SHOWN ON THIS SHEET. CONTRACTOR SHALL BE AWARE THAT THE FIRE LANE STRIPING AND SIGNAGE SHOWN ON THIS SHEET ARE SUBJECT TO THE CURRENT COMMUNITY STANDARDS. IF THE WALWARTH FIRE DEPARTMENT HAS A DIFFERENT STANDARD, THE FIRE DEPARTMENT MAY REQUIRE ADDITIONAL STRIPING AND/OR SIGNAGE AS PART OF THEIR PERMIT. DURING CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ANY FIRE LANE STRIPING OR SIGNAGE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE SPECIFIC FIRE LANE MARKING AND SIGNAGE REQUIREMENTS WITH THE AUTHORITY HAVING JURISDICTION. BY SUBMITTING TO AND APPROVE THE PROJECT, THE CONTRACTOR AGREES THAT ADEQUATE FUNDS HAVE BEEN INCLUDED TO ADDRESS THIS REQUIREMENT.
- (B) AREA STRIPPED AT $SSYL/4\text{A}$ AT $45^\circ \pm 2^\circ\text{-O.C.}$ A.G.
- (C) VESTIBULE CROSSWALK STRIPING, 8" WHITE STRIPES 90°-2" O.C. (TYP), W/8" END STRIPES. SEE DETAIL SHEET FOR CROSSWALK STRIPING DETAIL. THIS SET, FOR ADDITIONAL INFORMATION.
- (D) PEDESTRIAN CROSSING SIGN PAINTED AT PEDESTRIAN CROSSWALKS AS NOTED ON PLANS.
- (E) "YIELD" PAINTED WHITE ON PAVEMENT TYPICAL. SEE DETAIL SHEET.
- (F) CONCEALED JOINTING AND FILLERS TO BE COMPLETED PER DETAIL (TYPICAL OF ALL EXTERIOR CONCEALED EXCLUSIVE OF ARCHITECTURAL CONCRETE).
- (G) 4" PORT SCREED ARCHITECTURAL PLANS FOR CURB SIZE, LOCATION FOR STOOPS, STAIRS AND/OR RAMPS THAT MAY BE REQUIRED. RAMP PAVEMENT FLUSH WITH THE TOP OF STOOPS. THE PAVEMENT SHALL BE FLUSH WITH THE SURFACE OF THE EXIT PORCHES AT ALL DOORS. SEE DETAIL SHEET FOR ELEVATION PLANS FOR ELEVATIONS.
- (H) 6" DIA PIPE BOLLARD TYPICAL UNLESS NOTED OTHERWISE. SEE DETAIL SHEET.
- (I) AT GRADE OVERHEAD DOOR LOCATION. SEE ARCHITECTURAL PLANS FOR CURE SIZE AND LOCATION FOR COORDINATION WITH CIVIL PLANS.
- (J) 15' $\times$ 150' LONG YELLOW CONCRETE TRUCK ALIGNMENT STRIPES TYPICAL.
- (K) 15'-4" $\times$ 35" HEAVY DUTY CONCRETE PAD "LANDING AREA" (ORIENT FOR TRUCK LOADING). REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND SLOPE.
- (L) 7' $\times$ 7' CONCRETE TRANSFORMER PAD. CONTRACTOR TO COORDINATE WITH LOCAL POWER COMPANY FOR PAD DETAIL.
- (M) ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIZE, SIGN AND SYMBOL. (VAN=INDICATES VAN ACCESSIBLE SPACE).
- (N) ADVANCED INTERSECTION LANE CONTROL SIGN. SEE DIRECTION INDICATED AT SYMBOL. SEE DETAIL SHEET.
- (O) "DELIVERY TRAFFIC ONLY" SIGN. SEE DETAIL SHEET.
- (P) CURT CORRAL TYPICAL. SEE DETAIL SHEET FOR CURT CORRAL DETAIL.
- (Q) 10' $\times$ 15' STRIPED AREA PAINTED $SSYL/4\text{A}$ AT $45^\circ \pm 2^\circ\text{-O.C.}$ AT JOB CRANE LOCATION. SEE ARCHITECTURAL PLANS.
- (R) 2' CONCRETE BUFFER FOR CAR OVRHANGS - REFERENCE 2' CONCRETE BUFFER DETAIL. SEE DETAIL SHEET.
- (S) ALL CURBS SHALL BE CONCRETE CURB AND GUTTER U.N.O. SEE DETAIL SHEET FOR ADDITIONAL INFORMATION.
- (T) ARROW PAVEMENT MARKINGS TYPICAL. SEE DETAIL SHEET.
- (U) BUILDING SETBACK LANE PER ZONING ORDINANCE.
- (V) "NO PARKING FIRE LANE" SIGN. SEE PLAN FOR LOCATION.
- (W) 3" HEAVY DUTY CONCRETE BUFFER FOR LANDSCAPE PROTECTION. SEE DETAIL SHEET.
- (X) 6" LONG STRIPS WITH 18" GAPS - SEE DETAIL SHEET.
- (Y) "NO TRUCKS" (P5-2) - SEE DETAIL SHEET.
- (Z) "TRUCK ROUTE" (R14-1) SIGN WITH DIRECTIONAL ARROW. SEE PLAN FOR LOCATION.
- (AA) "STOP" SIGN. SEE DETAIL SHEET.
- (AB) LANDSCAPE ISLAND WITH CURB CROSSING. SEE DETAIL SHEET.
- (AC) ACCESSIBLE "SITE ARRIVAL" POINT. SEE PLAN FOR LOCATION AND LIMITS.
- (AD) SEE DETAIL SHEET FOR DETAILS OF CURBED ISLANDS. ALL CURBED ISLANDS ARE TO BE CONSTRUCTED USING TYPE 1 CURB AND GUTTER U.N.O.
- (AE) STOP BARS SHALL BE PLACED 4" IN ADVANCE OF CROSSWALKS. SEE DETAIL SHEET.
- (AF) ISOLATION JOINT TYPICAL. AT FIXED STRUCTURES (BUILDINGS, RETAINING WALLS/DOCK WALLS, DROP WALLS, HANDRAILS, LIGHT POLES AND BOLLARDS). SEE DETAIL SHEET.
- (AG) PEDESTRIAN CROSSING. SEE DETAIL SHEET. THIS SET, FOR ADDITIONAL INFORMATION.

REVISIONS

Walmart
Save money. Live better.

SITE PLAN

**WALMART NEIGHBORHOOD
MARKET #5459-00
STARKVILLE, MISSISSIPPI**

SHEET:

**CARLSON
CONSULTING
ENGINEERS, INC.**

068 LEDGESTONE COMMONS
ARTLETT, TENNESSEE 38133
H. (901) 384-0404 • FX. (901) 384-0710

DWG: 5459SITE.DWG
DATE: AUGUST 12, 2016
SCALE: 1" = 40'
SHEET 14 OF 42

EXHIBIT B

OkTibbeha County Mississippi



Delta Computer Systems, Inc.

Property Link

OKTIBBEHA COUNTY, MS

Current Date 8/30/2016

Tax Year 2015

Records Last Updated 8/29/2016

PROPERTY DETAIL

OWNER DEVELOPMENT ENTERPRISES OF
STARKVILLE INC
101 S WASHINGTON ST
STARKVILLE MS 39759

ACRES : 41.37
LAND VALUE : 9930
IMPROVEMENTS : **NA**
TOTAL VALUE: 9930
ASSESSED : 1490

PARCEL 117F-00-008.00

ADDRESS **NA**

TAX INFORMATION

YEAR 2015	TAX DUE	PAID	BALANCE
COUNTY	79.02	79.02	0.00
CITY	32.75	32.75	0.00
SCHOOL	98.38	98.38	0.00
TOTAL	210.15	210.15	0.00

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE 12 / 30 / 2015

MISCELLANEOUS INFORMATION

EXEMPT CODE	LEGAL	PT S2 SE4 CITY BLK 95-A
HOMESTEAD CODE	None	2007/4790 2007/4796 2007/7116
TAX DISTRICT	3110	MAP 117F DB/PG 554/693 2002/46
PPIN	003217	82
SECTION	26	B 2007 P 7116 08/29/2007
TOWNSHIP	19N	
RANGE	14E	

Book 2007

Page 7116

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
NO TAX SALES FOUND		

[Back](#)
[HOME](#) | [CIVIL COURT](#) | [CRIMINAL COURT](#) | [JUDGMENT ROLL](#) | [MARRIAGE LICENSE](#) | [LAND REDEMPTION](#)
[ONLINE PROPERTY TAX PAYMENTS](#) | [ONLINE CAR TAG PAYMENTS](#)
[TERMS OF USE](#) | [PRIVACY POLICY](#)



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10/4/2016
PAGE: 1 of 8

SUBJECT: Consideration of a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, adopting, approving and authorizing the execution of the Development and Reimbursement Agreement in connection with the Starkville Neighborhood Market Project.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor

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

FOR MORE INFORMATION, CONTACT:

Attorney Chris Latimer Chris Latimer or Christiana S. Sugg, Gouras & Associates

SUGGESTED MOTION: Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, adopting, approving and authorizing the execution of the Development and Reimbursement Agreement in connection with the Starkville Neighborhood Market Project.

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI ADOPTING, APPROVING AND AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AND REIMBURSEMENT AGREEMENT IN CONNECTION WITH THE STARKVILLE NEIGHBORHOOD MARKET PROJECT.

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

1. Pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the "TIF Act"), the City is authorized to undertake and carry out redevelopment projects, as defined therein, utilizing tax increment financing ("TIF").

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

3. The Board has also previously adopted the *Tax Increment Financing Plan, Starkville Neighborhood Market, City of Starkville, Mississippi, September 2016* (the "TIF Plan").

4. Under the TIF Act the Board is authorized and empowered to issue tax increment financing bonds (the "TIF Bonds") for the purpose of helping to pay the costs of certain infrastructure improvements (the "Infrastructure Improvements") to support and be a part of the "Project", as described in the TIF Plan to be carried out by Wal-Mart Stores East, LP, a Delaware limited partnership, (the "Developer") as described in the TIF Plan.

5. It is necessary and in the best interest of the City that a Development and Reimbursement Agreement (the "Agreement") setting out the conditions and terms under which the TIF Bonds will be issued and providing for the payment thereof be approved and executed by the City and the Developer substantially in the form attached hereto as **Exhibit A**. The City is authorized to enter into such Agreement pursuant to the TIF Act.

6. The City reasonably expects that the Developer will incur expenditures for the Infrastructure Improvements prior to the issuance of the TIF Bonds, and that the City should declare its official intent to reimburse such expenditures with the proceeds of the TIF Bonds upon the issuance thereof. NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

SECTION 1. The Board hereby approves and adopts the Agreement in substantially the form attached hereto as **Exhibit A** with such amendments, corrections, additions and deletions as may be agreed upon and approved by its duly authorized officers.

SECTION 2. The Board hereby authorizes the Mayor and the City Clerk to execute and deliver the Agreement for and on behalf of the City with such changes, insertions and omissions as may be approved by such officers, said execution and delivery being conclusive evidence of such approval.

SECTION 3. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Council hereby declares its official intent to reimburse expenditures made for the Project prior to the issuance of the TIF Bonds with proceeds of the TIF Bonds to the extent permitted by the Reimbursement Regulations.

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

AYES:

NAYES:

ABSTAINED:

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the ___ day of September, 2016.

City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

EXHIBIT A

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

(attached)

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the “Agreement”) dated as of the 20th day of September, 2016, by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the “City”) and Wal-Mart Stores East, LP, a Delaware limited partnership (the “Developer”).

WITNESSETH:

WHEREAS, the City, acting through its Mayor and Board of Aldermen (the “Board”) pursuant to the Mississippi Tax Increment Financing Act, Title 21, Chapter 45, Mississippi Code of 1972, as amended (the “Act”), has previously conducted hearings on and approved and adopted the Tax Increment Financing Redevelopment Plan, City of Starkville, Mississippi, February 2006 (as amended from time to time, the “Redevelopment Plan”) for the City.

WHEREAS, on September 6, 2016, the Board adopted an Order calling a public hearing on the *Tax Increment Financing Plan, Starkville Neighborhood Market Project, City of Starkville, Mississippi, September 2016* (the “TIF Plan”), as qualified for tax increment financing (“TIF”), and on September 20, 2016, the Board adopted a resolution to approve the TIF plan, and at a future time or times to issue Tax Increment Financing Bonds (the “Bonds”) in a principal amount not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), all as provided by the Act.

WHEREAS, on September 10, 2016, the City published a Notice of a Public Hearing on the TIF Plan, and on September 20, 2016 the Board held a public hearing on the TIF Plan, all as required by the Act, after which the Board adopted a resolution giving final approval to the TIF Plan and authorizing the issuance of the Bonds for the purpose of acquiring and constructing the Infrastructure Improvements, as defined hereinbelow.

WHEREAS, the “Developer” proposes to develop an approximately 43,000 square foot Neighborhood Market and fuel center strategically located off Highway 12 and Market Road (the “Project”) in the City and in the TIF District (the “TIF District”), as described in the TIF Plan. The Project will be located in Oktibbeha County (the “County”) and within the corporate limits of the City. The City may enter into an Interlocal Cooperation Agreement with the County, pursuant to Title 17, Chapter 13, Mississippi Code of 1972, as amended (the “Interlocal Cooperation Act”) to support the Project and to allow TIF Bond proceeds to be used to reimburse the Developer for the cost of constructing various infrastructure improvements, which may include but are not limited to, acquiring and constructing on-site and off-site improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water, sanitary sewer, construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, surface parking, relocation of electrical lines, lighting, signalization, landscaping of rights-of way, related architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs (collectively, the “Infrastructure Improvements”).

WHEREAS, the principal sum of the Bonds, being in a principal amount not to exceed One Million Three Hundred Fifty Thousand Dollars (\$1,350,000), shall be used to acquire and construct the Infrastructure Improvements.

WHEREAS, the City will pledge the increase in ad valorem real property tax revenues (the “City Ad Valorem TIF Revenues”) calculated in the manner set forth in Section 21-45-21, Mississippi Code of 1972, and the increase in the amount of the municipal sales tax diversion received by the City from sales taxes collected within the boundaries of the TIF District, calculated in the manner set forth in Section 21-45-21, Mississippi Code of 1972 (the “Sales Tax Rebate TIF Revenues”) to secure the Bonds.

WHEREAS, it is anticipated that the County will pledge the increase in its ad valorem real and personal property tax revenues (the “County Ad Valorem TIF Revenues”) to secure the Bonds.

WHEREAS, the amount of the Bonds to be issued shall be determined by using the sum of: (a) 100% of the City Ad Valorem TIF Revenues PLUS (b) 50% of the Sales Tax Rebate TIF Revenues PLUS (c) 50% of the County Ad Valorem TIF Revenues.

WHEREAS, the City Ad Valorem TIF Revenues, the Sales Tax Rebate TIF Revenues and the County Ad Valorem TIF Revenues shall be hereinafter referred to collectively as the “TIF Revenues”.

WHEREAS, part or all of the Project and part or all of the Infrastructure Improvements has been or will be constructed by the Developer prior to the issuance of the Bonds.

WHEREAS, after the sizing of the issue of Bonds has been determined as described above, and the Bonds have been issued, the proceeds of the Bonds shall be first used to pay the issuance costs for the Bonds, as determined by the City, and such proceeds shall be next used for the reimbursement (the “Reimbursement Portion”) to the Developer for such portion of the costs of the Infrastructure Improvements that does not exceed the remaining proceeds of the Bonds, and does not exceed the costs advanced by the Developer for Infrastructure Improvements.

WHEREAS, this Agreement is authorized by the Act.

WHEREAS, it is necessary for the Developer to go forward with the construction of the Project described in the TIF Plan in anticipation of the delivery of the Bonds, and as required by the Act, this Agreement is being executed and delivered in order to set forth the agreement between the Developer and the City for the construction of the Project and the reimbursement to the Developer for all or a portion of the costs of the Infrastructure Improvements, in an amount not to exceed the Reimbursement Portion of the Bonds.

WHEREAS, the process for reimbursement to the Developer by the City shall be governed by a requisition for payment process as evidenced by Form of Requisition, attached hereto as **Exhibit A**.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE RECEIPT AND LEGAL SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

SECTION 1. The Developer shall commence with the construction of the Project and the Infrastructure Improvements, and complete the same. The City shall have the right to hire a professional services firm to provide construction and/or inspection services on behalf of the City, which costs shall be a part of the costs of the Infrastructure Improvements. The City shall, subject to the provisions of this Agreement and the issuance of the Bonds, reimburse the Developer for all or a portion of its expenditures pursuant to this Agreement for the Infrastructure Improvements.

SECTION 2. The Project, including the Infrastructure Improvements, will be constructed and acquired by the Developer and will result in expenditures for Infrastructure Improvements of up to One Million Three Hundred Fifty Thousand Dollars (\$1,350,000). The City will issue its Bonds to defray the costs of the Infrastructure Improvements in the such actual principal amount as may be reasonably determined by the City in accordance with fact.

SECTION 3. The City will deliver the Bonds as soon as the Developer is able to demonstrate to the satisfaction of the City that projected TIF Revenues will provide moneys sufficient to make the Bond payments for such Bonds; however, such portion of the TIF Revenues consisting of ad valorem tax revenues shall be projected by the Tax Assessor of the County (which projection may be obtained prior to the property on which said ad valorem tax revenues are projected being placed on the tax rolls of the County), or shall be projected by a financial advisor or a consultant knowledgeable and experienced in making such projections, and Sales Tax Rebate TIF Revenues shall be certified by the Mississippi Department of Revenue and annualized.

SECTION 4. Bonds to be issued pursuant to this Section shall be issued within three (3) years from the later of: (1) the date of approval of the Interlocal Cooperation Agreement between the City and the County with respect to the Project and the Bond, OR (2) the approval of the TIF Plan by the City and the County (if applicable). The City pledges to use its best efforts to issue the principal amount determined to be appropriate pursuant to this Section and to issue such principal amount of the Bonds as is justified by information presented within the specified time frame and as soon as practicable following Developer's demonstration that the projected TIF Revenues will provide sufficient moneys to pay the Bonds as described in the immediately preceding paragraph.

SECTION 5. The acquisition and construction of all or any portion of the Infrastructure Improvements by the Developer will be at Developer's own cost prior to the delivery of the Bonds and to the extent allowed by law and this Agreement, the City will reimburse the Developer for its expenditures so incurred in amounts not to exceed the proceeds of the Bonds available for such purpose for Infrastructure Improvements when the Bonds are delivered and the proceeds of the Bonds are received by the City; provided however, that all Infrastructure Improvements shall be constructed in compliance with all applicable City and County standards, codes and ordinances.

SECTION 6. The City and the Developer agree that at such time as the Bonds are sold and delivered, the City shall deposit any premium or accrued interest in a debt service fund, any moneys that may be necessary or advisable into a debt service reserve fund, and the remaining proceeds into a construction fund. From the construction fund, the City shall first set aside or pay an amount sufficient to pay the City's outstanding obligations incurred in connection with the Project, if any, including all approved TIF Plan preparation and consulting fees, engineering fees, legal fees and costs of issuance of the Bonds, and then, in the City's sole discretion, may establish a capitalized interest fund as a reserve to pay interest on the Bonds which would be due and payable prior to the date when the first incremental increase in taxes is received (the "Debt Service Reserve Fund"). The proceeds shall next be used to reimburse the Developer for all approved eligible costs and expenditures made by the Developer in connection with acquisition and construction of the Infrastructure Improvements portion of the Project, by requisition therefor, as described in **Exhibit A**, and the remainder of the proceeds of the Bonds, if any, will remain in the construction fund of the City to pay the remaining costs of the Infrastructure Improvements as same may be incurred by the Developer or the City to the extent that the Developer has been fully reimbursed for its Infrastructure Improvements expenditures. In the event a Debt Service Reserve Fund is required to sell the Bonds on terms and conditions acceptable to the City, the final payment on the Bonds shall be made from the TIF Revenues and funds accrued in the Debt Service Reserve shall be released to the Developer on terms and conditions to be negotiated among the City, the Developer and the Bond purchaser.

SECTION 7. The Developer hereby acknowledges and agrees that the City is not authorized to use its general funds to pay (or to reimburse the Developer) any part of the costs of the Project or the Infrastructure Improvements or cost and expenses incurred in connection with issuing the Bonds, and that the City's obligation to expend funds or reimburse the Developer is limited to the proceeds of the Bonds, and in the event the Bonds are not sold and delivered, no resulting liability shall accrue to the City, irrespective of expenditures made by the Developer in connection with construction of the Project and the Infrastructure Improvements. To the extent that proceeds of the Bonds are not sufficient to pay costs of the Infrastructure Improvements, the Developer shall be responsible for any costs it has incurred for such purpose. The City covenants and agrees to use its best efforts to issue the Bonds in the amounts, for the purposes and at the times contemplated herein, and covenants and agrees that the Bonds will be issued unless the issuance thereof is prevented by rule of law, commercial inability to issue such Bonds or by the lack of sufficient projected TIF Revenues to provide for the Bond Payments of the Bonds, in the amount provided for herein, as may reasonably be determined by the City in accordance with fact.

SECTION 8. The Developer acknowledges and agrees that it assumes the risk of proceeding with the construction and acquisition of the Project prior to the issuance and sale of the Bonds and further acknowledges that the City's sole source of funds available to pay the cost of the Infrastructure Improvements or reimburse the Developer for such cost is the proceeds derived from the sale of the Bonds.

SECTION 9. The Developer shall submit plans and specifications to the City for installation or construction of those properties and facilities that are a part of the Infrastructure Improvements for which the City is to assume ownership, operation, use, maintenance, repair,

replacement, improvement or control. Such plans and specifications shall be subject to the timely approval of the City or its authorized officers or agents. The Developer will construct and install, or cause to be constructed and installed, at its expense, said facilities in substantial accordance with said plans and specifications so approved by the City.

SECTION 10. The amount of the Bonds to be issued shall be determined by using the sum of: (a) 100% of the City Ad Valorem TIF Revenues PLUS (b) 50% of the Sales Tax Rebate TIF Revenues PLUS (c) 50% of the County Ad Valorem TIF Revenues.

SECTION 11. The City hereby agrees that it will make all reasonable efforts to issue and deliver the Bonds, from time to time, in a timely manner and represents to the Developer that, subject to construction, completion and operation of the Project by the Developer, it knows of no reason why the Bonds will not be issued and delivered. Further, the City hereby agrees that any consent or approval required herein to be made by, or on behalf of the City, shall be done in good faith and shall not be unreasonably withheld or delayed.

SECTION 12. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable, the same shall not affect any other provision herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 13. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the addresses set forth below:

CITY: Mayor
City of Starkville, Mississippi
110 West Main Street
Starkville, MS 39759

WITH COPY TO: Christopher J. Latimer
Mitchell, McNutt & Sams
P. O. Box 1366
Columbus, MS 39703-1366

DEVELOPER: Wal-Mart Stores East, LP
2001 S.E. 10th Street
Bentonville, AR 72716-0550
Attn: Joe Allbright

WITH COPY TO: Debbie Horn
Butler Snow LLP
P.O. Box 6010
Ridgeland, MS 39158-6010

AND: Gouras & Associates
P. O. Box 1465
Ridgeland, MS 39158

SECTION 12. Prior to any reimbursement, the Developer will present a description of any portion of the Infrastructure Improvements to be dedicated to the City, if any. If no property is to be dedicated to the City, the Developer shall so inform the City prior to any reimbursement. Contingent on same being constructed in compliance with City standards, codes and ordinances, the City agrees to accept maintenance responsibility for that part, if any, of the Infrastructure Improvements which is dedicated to the City. The non-dedicated Infrastructure Improvements shall remain the property of the Developer or other private party and shall be maintained by the Developer or such other private party.

SECTION 13. Neither the Developer nor the City shall assign its obligations or interests in this Agreement without prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

SECTION 14. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman, Mayor

ATTEST:

Lesa Hardin, City Clerk

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: **WSE MANAGEMENT, LLC,**
a Delaware limited liability company
and general partner

By: _____
Brian Hooper
Vice President, Real Estate

SIGNATURE PAGE: Development and Reimbursement Agreement (the "Agreement") dated as of September 20, 2016, by and between the City of Starkville, Mississippi, a municipal corporation organized and existing under the laws of the State of Mississippi (the "City") and Wal-Mart Stores East, LP (the "Developer")

EXHIBIT A
FORM OF REQUISITION

City of Starkville, Mississippi | Tax Increment Financing Bonds
(Starkville Neighborhood Market Project)

REQUISITION FOR PAYMENT

The undersigned duly authorized representative of Wal-Mart Stores East, LP, a Delaware limited partnership, (the "Developer"), hereby requests the City of Starkville, Mississippi (the "City"), to reimburse the Developer for the following costs or other amounts to be paid from the Construction Fund established for the payment of costs and reimbursements in connection with the Infrastructure Improvements (see Development and Reimbursement Agreement for definitions of such terms):

(a)	Acquisition and Construction Costs	\$_____
(b)	Other Authorized Costs	\$_____
	Total Costs to be Paid or Reimbursed:	\$_____

Attached hereto are copies of statements for acquisition transactions and/or invoices or statements from a contractor, vendor or supplier for authorized costs of the Infrastructure Improvements to document the amounts requisitioned herein and to evidence that such costs have been paid.

I hereby certify that:

1. The amounts to be paid from the Construction Fund have been paid or incurred by the undersigned in the amounts specified herein.
2. No requisition with respect to such amounts has previously been delivered to the City.
3. The amounts set forth in this requisition have been properly expended or incurred for costs of the Project and such amounts have been paid.
4. The undersigned has no notice of any vendor's, mechanic's or other liens or right to liens, chattel mortgages, conditional sales contracts, security interests or other contracts or obligations which should be satisfied or discharged before payment of the amounts set forth in this requisition.

WITNESS the due execution of this requisition this, the _____ day of _____, 20_____.

CITY OF STARKVILLE, MISSISSIPPI

WAL-MART STORES EAST, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____

By: WSE MANAGEMENT, LLC,
a Delaware limited liability company
and general partner

Attest: _____
City Clerk

By: _____
Brian Hooper
Vice President, Real Estate



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

AGENDA ITEM DEPT: Board Business
AGENDA DATE: October 4, 2016
Page: 1 of 2

SUBJECT: Consideration of adjustment of 2016 Holiday Schedule for the City of Starkville and approval of the 2017 Holiday Schedule for the City of Starkville.

AUTHORIZATION HISTORY:

The 2016 schedule below was adopted December 1, 2015 and included the same holidays as past years, including the exchange of Columbus Day for Veterans Day to make a total of twelve (12) holidays. The exchange was made in 2012 to spread holidays out to have fewer missed garbage pickup days in a month. In 2011 it is believed Columbus Day was given in lieu of a raise that year. Since that time, MS Code 3-3-7 (2), attached, has been noted and the schedule needs to be adjusted. It is proposed that this year Columbus Day be added due to employees having made holiday plans, but not taken in 2017.

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	2 nd Monday in October	Monday, October 10, 2016
Veteran's Day	11th of November	Friday, November 10, 2017
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

2017 Holiday Schedule:

New Year's Day	1st of January	Monday, January 2, 2017
Martin Luther King Jr.	3rd Monday in January	Monday, January 16, 2017
President's Day	3rd Monday in February	Monday, February 20, 2017
Good Friday	Friday before Easter	Friday, April 14, 2017
Memorial Day	Last Monday in May	Monday, May 29, 2017
Independence Day	4th of July	Tuesday, July 4, 2017
Labor Day	1st Monday in September	Monday, September 4, 2017
Veteran's Day	11 th of November	Friday, November 10, 2017
Thanksgiving Holidays	Thanksgiving Day and day after	Thurs & Fri, November 23 & 24, 2017
Christmas Holidays	Christmas Eve & Christmas Day	Mon. & Tues. Dec 25 & 26, 2017

REQUESTING DEPARTMENT: Mayor

FOR MORE INFORMATION CONTACT: Chris Latimer, Board Attorney or Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION

Move approval of the adjustment to the 2016 Holiday Schedule for the City of Starkville as presented and approval of the 2017 Holiday Schedule for the City of Starkville.

MISSISSIPPI CODE of 1972

*** Current through the 2016 Regular and 1st and 2nd Extraordinary Sessions of the Legislature ***

TITLE 3. STATE SOVEREIGNTY, JURISDICTION AND HOLIDAYS
CHAPTER 3. STATE BOUNDARIES, HOLIDAYS, AND STATE EMBLEMS

Miss. Code Ann. § 3-3-7 (2016)

§ 3-3-7. Legal holidays

(1) Except as otherwise provided in subsection (2) of this section, the following are declared to be legal holidays, viz: the first day of January (New Year's Day); the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); the third Monday of February (Washington's birthday); the last Monday of April (Confederate Memorial Day); the last Monday of May (National Memorial Day and Jefferson Davis' birthday); the fourth day of July (Independence Day); the first Monday of September (Labor Day); the eleventh day of November (Armistice or Veterans' Day); the day fixed by proclamation by the Governor of Mississippi as a day of Thanksgiving, which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day); and the twenty-fifth day of December (Christmas Day). In the event any holiday hereinbefore declared legal shall fall on Sunday, then the next following day shall be a legal holiday.

(2) In lieu of any one (1) legal holiday provided for in subsection (1) of this section, with the exception of the third Monday in January (Robert E. Lee's and Martin Luther King, Jr.'s birthday) and the eleventh day of November (Armistice or Veterans Day), the governing authorities of any municipality or county may declare, by order spread upon its minutes, Mardi Gras Day or any one (1) other day during the year, to be a legal holiday.

(3) August 16 is declared to be Elvis Aaron Presley Day in recognition and appreciation of Elvis Aaron Presley's many contributions, international recognition and the rich legacy left to us by Elvis Aaron Presley. This day shall be a day of recognition and observation and shall not be recognized as a legal holiday.

(4) May 8 is declared to be Hernando de Soto Day in recognition, observation and commemoration of Hernando de Soto, who led the first and most imposing expedition ever made by Europeans into the wilds of North America and the State of Mississippi, and in further recognition of the Spanish explorer's 187-day journey from the Tombigbee River basin on our state's eastern boundary, westward to the place of discovery of the Mississippi River on May 8, 1541. This day shall be a day of commemoration, recognition and observation of Hernando de Soto and European exploration and shall not be recognized as a legal holiday.

(5) Armistice Day (Veterans Day) shall be observed by appropriate exercises in all the public schools in the State of Mississippi. The superintendent of schools of each public school district is authorized to provide for the appearance of uniformed military personnel, uniformed veterans or the families of fallen military personnel/veterans at such public school exercises in honor of Armistice (Veterans) Day. The superintendent of schools is also authorized to permit the school band and its director(s) at any public school in the district to perform at Armistice (Veterans) Day exercises in the school district upon the request of public officials or veterans associations without loss of any program credit by participating students and without loss of leave by participating school personnel.

HISTORY: SOURCES: Codes, 1880, § 1132; 1892, § 3514; 1906, § 4011; Hemingway's 1917, § 2045; 1930, § 5024; 1942, § 5946; Laws, 1924, ch. 343; Laws, 1940, ch. 138; Laws, 1948, ch. 365; Laws, 1966, ch. 563, § 1; Laws, 1970, ch. 460, § 1; Laws, 1987, ch. 301; Laws, 1987, ch. 398; Laws, 1988, ch. 566; Laws, 1993, ch. 301, § 1; Laws, 1997, ch. 339, § 1; Laws, 2011, ch. 491, § 1, eff from and after July 1, 2011.



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10.04.16
PAGE: 1

SUBJECT: Discussion and consideration of a resolution of the Mayor and the Board of Aldermen of the City of Starkville, Mississippi to authorize and direct the Golden Triangle Development Link to submit an application on behalf of the City of Starkville to become certified as an ACT Workready Community.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

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

FOR MORE INFORMATION CONTACT: Mayor Parker Wiseman

SUGGESTED MOTION: Move for approval of a resolution of the Mayor and the Board of Aldermen of the City of Starkville, Mississippi to authorize and direct the Golden Triangle Development Link to submit an application on behalf of the City of Starkville to become certified as an ACT Workready Community.

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A RESOLUTION OF THE MAYOR AND THE BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE, MISSISSIPPI, TO AUTHORIZE AND DIRECT
THE GOLDEN TRIANGLE DEVELOPMENT LINK TO SUBMIT AN
APPLICATION ON BEHALF OF THE CITY OF STARKVILLE TO BECOME
CERTIFIED AS AN ACT WORKREADY COMMUNITY.

WHEREAS, the Mayor and Board of Aldermen of Starkville, Mississippi (the "Board" of the "City"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. Lowndes County, Mississippi (the "County"), has contracted with the Golden Triangle Development LINK, a Mississippi non-profit corporation (the "LINK"), for the LINK to provide economic development services to the County, including services related to workforce development, and in connection therewith, the County has assigned to the City and the City assumed from the County, a portion of such contractual rights and obligations of the County, in order that the LINK will provide such economic development services to the City, including services related to workforce development;

2. In furtherance of its obligation to provide economic development services to the City, the LINK has advised and recommended that the Board support the cultivation and development of improved workforce data and analysis through the application to become an ACT WorkReady Community;

3. Upon the advice and recommendation of the LINK, the Board desires to authorize and direct the LINK to submit an application on behalf of the City to become certified as an ACT WorkReady Community;

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

SECTION 1. The Board hereby authorizes and directs the LINK to submit an application on behalf of the City to become certified as an ACT WorkReady Community.

SECTION 2. The Mayor, together with the Secretary-Treasurer of the City, are hereby authorized to do all things and to execute such instruments which are required of them or which any such officer, clerk, attorney or agent of the City deems necessary or desirable to effect the purposes of this resolution.

{Remainder of Page Intentionally Left Blank}

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

Board member Ward 1	Ben Carver	voted:_____
Board member Ward 2	Lisa Wynn	voted:_____
Board member Ward 3	David Little	voted:_____
Board member Ward 4	Jason Walker	voted:_____
Board member Ward 5	Scott Maynard	voted:_____
Board member Ward 6	Roy A' Perkins	voted:_____
Board member Ward 7	Henry Vaughn	voted:_____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the ____ day of _____, 2016.

Starkville, Mississippi

Mayor, City of Starkville

ATTEST:

Secretary-Treasurer, City of Starkville

(SEAL)



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10/4/2016
PAGE: 1 of 4

SUBJECT: Change Order #1 to Police Renovation Contract

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY: \$11,025.00 is needed for modifications to recessed slab areas in the Police Department Building to be added as Change Order #1 in contract with Weathers Construction Inc. as attached.

**REQUESTING
DEPARTMENT:** Mayor

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

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Motion to approve Change Order #1 to Police Renovation Contract in the amount of \$11,025.00.

AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address): Rebid Renovations to Starkville Police Department 101 E. Lampkin Street Starkville, MS 39759	CHANGE ORDER NUMBER: 001 DATE: September 30, 2016	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐
TO CONTRACTOR (Name and address): Weathers Construction, Inc. 1396 Hwy. 69 South Columbus, MS 39702	ARCHITECT'S PROJECT NUMBER: 1518 CONTRACT DATE: August 17, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

PCO-003: Cleaning, prepping and placing concrete in two (2) areas with total square footage of 1,047 square feet.

Add \$11,025.00 to the contract amount and zero (0) days to the contract time.

The original Contract Sum was	\$	4,478,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	4,478,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	11,025.00
The new Contract Sum including this Change Order will be	\$	4,489,025.00

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is May 20, 2017.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Shafer & Associates, PLLC</u> ARCHITECT (Firm name)	<u>Weathers Construction, Inc.</u> CONTRACTOR (Firm name)	<u>City of Starkville</u> OWNER (Firm name)
<u>510 University Drive, Starkville, Mississippi 39759</u> ADDRESS	<u>1396 Hwy. 69 South, Columbus, MS 39702</u> ADDRESS	<u>110 West Main Street, Starkville, MS 39759</u> ADDRESS
<u>BY</u> (Signature) <u>Gary Shafer, AIA</u> (Typed name)	<u>BY</u> (Signature) <u></u> (Typed name)	<u>BY</u> (Signature) <u>Mr. Parker Wiseman, Mayor</u> (Typed name)
<u>DATE</u>	<u>DATE</u>	<u>DATE</u>



"Serving The South Since 1982" 1396 Hwy. 69 South • Columbus, MS 39702 • Phone (662) 327-1402 • Fax (662) 327-7086

Date: September 30 2016

To: Sally Zalner, AIA, LEED AP BD+C
Shaffer & Associates
Office of Architecture
510 University Drive
Starkville, MS 39759
V: 662.323.1628
E: szalner@shafer-architecture.com

Re: **PCO-003 – Recessed Slab Areas**
WCI Project Number 7996
Renovation Starkville Police Department
101 East Lampkin Street
Starkville, MS 39759

Based on description of work provided, we proposed to make necessary modifications to recessed slab areas for total of \$11,025.00 as follows;

- Cleaning, prepping and placing concrete in two (2) areas with total square footage of 1,047 square feet as shown and described on attached Exhibit "A" drawing dated 9/22/2016 prepared by Architect.
Material and Labor - \$10,583.00 – WCI
- MPC and bond.
\$442.00 – WCI

If you have any questions, please don't hesitate to contact us.

Thanks,

Mark Maloy, NCIDQ, LEED AP BD&C
Project Manager

**NOTE: WE RESERVE THE RIGHT TO WITHDRAW THIS PURCHASE ORDER IF NOT
ACCEPTED WITHIN 15 DAYS.**

ACCEPTED BT: _____

DATE: _____

SHAFER
ZAHNER
ZAHNER

OFFICE OF ARCHITECTURE

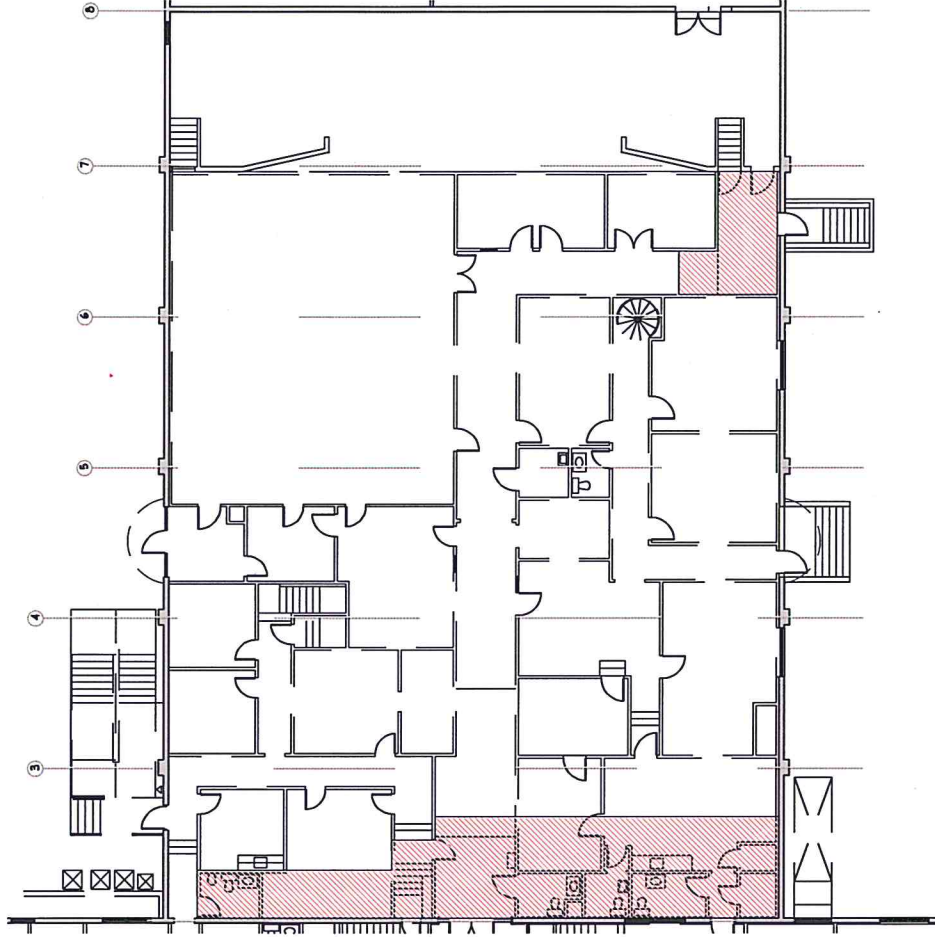


Renovations to Starkville Police Department
CITY OF STARKVILLE ■ STARKVILLE, MS
SHAFER | ZAHNER | ZAHNER
OFFICE OF ARCHITECTURE
510 UNIVERSITY DRIVE | STARKVILLE, MISSISSIPPI 39759 | info@shazh.com | shazh.com (662) 323-1628 | (662) 324-8239

SHEET

ASI 2.1

SZZARCH# 1518
DRAWN BY: SZ
CHECKED BY: GS
DATE: 9.22.2016



REV TO DEMO PLAN
Scale: 1/16" = 1'-0"

NOTE: HATCHED AREAS INDICATED RECESSED
SLAB AREAS UNCOVERED DURING DEMOLITION
WORK. CLEAN EXISTING SLAB AND PREPARE FOR
NEW CONCRETE. FILL 3-1/2" RECESSED AREAS
WITH NEW CONCRETE FOR LEVEL, HOMOGENOUS
SLAB. NEW CONCRETE SHALL HAVE
WWR6x6-MI.4xMI.4 TIED TO #4 AT 48".
NEW SLAB SHALL HAVE CONTRACTION JOINTS
WITH 16' SPACING.
ANY AREAS TO BE FILLED WITH CONCRETE THAT
FEATHER DOWN TO ZERO THICKNESS SHALL
UTILIZE ARDEX PRODUCT SIMILAR TO NEW
RAMPS. SEE STRUCTURAL FOR MORE INFO.

EXHIBIT "A"



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10/4/2016
PAGE: 1 of 2

SUBJECT: A review of progress on the 2014-17 Strategic Plan.

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor

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

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION:

MISSION: WE WILL SEEK TO GROW STARKVILLE AND ITS RETAIL BASE.

GOAL 1: Add 100,000 square feet of new retail space, net of hospitality.

GOAL 2: Develop a course of action for retail and industrial recruitment along with the GTR Link and GSDP.

GOAL 3: Complete an annexation study and determine whether to annex by December 31, 2014.

MISSION: WE AFFIRM OUR COMMITMENT TO IMPROVE THE OVERALL QUALITY OF LIFE IN STARKVILLE.

GOAL 1: Adopt a comprehensive plan or comprehensive plan amendment which focuses on: 1.) business, industrial, and residential growth, 2.) land use rezoning, 3.) redevelopment, 4.) park spaces and recreational trails, 5.) roadway transportation, and 6.) walkability and bikeability.

GOAL 2: Construct at least two miles of publically funded multiuse trails and sidewalks.

GOAL 3: Add at least 30 new residents to the area defined in the “Downtown/MSU Corridors Code”.

MISSION: WE ENDEAVOR TO MAKE OUR OPERATIONS MORE EFFICIENT AND TO PROVIDE THE RESOURCES NECESSARY FOR OUR OPERATIONS TO THRIVE.

GOAL 1: Evaluate the viability of combining the Water and Electric Departments.

GOAL 2: Address facility needs of the Police Department.

GOAL 3: Maintain an employee pay scale that is competitive, fair, and livable

MISSION: WE WILL STRENGTHEN OUR INFRASTRUCTURE AND OUR FINANCIAL POSITION.

GOAL 1: Adopt a Capital Improvements Plan by December 31, 2014.

GOAL 2: Grow general fund revenues 2% per year outside of the ad valorem tax rate.

GOAL 3: Maintain reserve funds of at least 5% of total general fund revenues.



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10.04.16
PAGE: 1

SUBJECT: Authorization for Mayor Parker Wiseman to attend the National League of Cities (NLC) City Summit in Pittsburg, PA, November 15-19, 2016; requesting advance travel not to exceed \$2,461.88.

AMOUNT & SOURCE OF FUNDING
001-120-610-350

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Mayor's Office

DIRECTOR'S
AUTHORIZATION: Mayor Parker Wiseman

FOR MORE INFORMATION CONTACT: Mayor Parker Wiseman, Vickie Hampton, Administrative Assistant

SUGGESTED MOTION: Approval for Mayor Parker Wiseman to attend the National League of Cities (NLC) City Summit in Pittsburg, PA, November 15-19, 2016; requesting advance travel not to exceed \$2,461.88.

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT
CITY OF STARKVILLE
CITY HALL

NAME: Parker Wiseman
DATE: November 15-19, 2016
DEPARTMENT: Mayor's Office
FUND: 001-120-610-350
PURPOSE OF TRIP: Attend National League of Cities City Summit, Pittsburg, PA

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$292.00
TRAVEL (POV): \$130.68 (242 miles x 0.54)
TRAVEL (COV): \$
HOTEL: \$ 796.00 (4 nights @ \$199.00)
Registration: \$655.00
Airline Ticket: \$588.20
TOTAL \$2,461.88

EMPLOYEE SIGNATURE

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
11/15/2016	15.00	16.00	28.00	5.00	\$64.00
11/16/2016	15.00	16.00	28.00	5.00	\$64.00
11/17/2016	15.00	16.00	28.00	5.00	\$64.00
11/18/2016	15.00	16.00	28.00	5.00	\$64.00
11/19/2016	15.00	16.00		5.00	\$36.00
TOTAL	\$75.00	\$80.00	\$112.00	\$25.00	\$292.00

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
11/15/2016	Starkville, MS	Jackson, MS	121.00	0.54	\$65.34
11/19/2016	Jackson, MS	Starkville, MS	121.00	0.54	\$65.34
TOTAL:					\$130.68



City Summit | Annual Conference of the National League of Cities

16 - 19 November 2016



×

Experience a revitalized Pittsburgh at our revitalized conference!

Register Now!



See how this once-industrial town has transformed into a beautiful and vibrant city. Its architecture is attracting young professionals and creating a place where people love to live. Don't miss the opportunity of attending the new NLC City Summit, our annual conference for city leaders.

Experience a revitalized Pittsburgh at our revitalized conference!

Register Now!

Welcome Parker!

MENU



Profile

* This symbol indicates a required field.

Please complete the following fields and click Next. Fields with * are required.

Contact Information

Please update my NLC Member record.

- ☒ Yes

If you need to make changes to your profile information select 'Yes' in the 'Update Information' field.

UPDATE INFORMATION:

Please Select One.. ▾

FIRST NAME: *

Parker

LAST NAME: *

Wiseman

POSITION/TITLE: *

Mayor

REPRESENTING CITY/COMPANY *

City of Starkville

ADDRESS: *

101 E Lampkin St

ZIP CODE: *

39759-2944

(Required for US)

STATE: *

MS Mississippi ▾

(Required for US)

COUNTRY: *

United States ▾

PHONE: *

6623232525

NICK NAME:

ADDRESS LINE 2:

CITY: *

Starkville

PHONE EXT:

Registrant email address is required to receive updates and communication from NLC. Please use Email CC for a secondary recipient. A unique email is required for every registrant.

EMAIL: *

p.wiseman@cityofstarkvill

EMAIL CC:

FAX NUMBER:

6623234961

Social Media

Progress:

Need Help?

Questions?



Click here to chat with a Customer Service Agent, Mon-Fri 9:00am-5:00pm ET

Activate Live Chat

Parker Wiseman's Pending Purchases

Booking Financials

Registration Total:	\$650.00
Form of Guarantee:	\$0.00
Booking Total:	\$650.00
Payments:	\$0.00
Balance Due:	\$650.00

Show Information

November 16 - 19, 2016

Pittsburgh, PA

For more information, visit the City Summit website at citysummit.nlc.org.

November 2016

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26						



City Summit | Annual Conference of the National League of Cities

16 - 19 November 2016

Registration Fees

Registration Fees:	CCC Discount	Early Bird	Advance	Regular	Onsite
	Valid Until 4/30/16	Valid Until 7/15/16	Valid Until 10/15/16	Valid Until 11/14/16	Valid Starting 11/14/16
NLC Member City	\$450	\$545	\$650	\$755	\$855
SML Member City	\$540	\$645	\$765	\$875	\$975
Non-Member/Other	\$580	\$695	\$840	\$1,015	\$1,115
First Time Attendee	\$460	\$460	\$460	\$460	\$460

Special Conference Rates

Spouse/Guest (non-refundable)	\$155
Children (12 years and younger)	Free
Youth Chaperone/Adult Ally (may not be elected officials)	\$170
Youth Delegate (high school students)	\$170
State of Pennsylvania city officials	\$99 (one-day special rate) or discount on the full conference registration (Member: \$500; SML Member: \$600)

Group Registration Option: With so many sessions, seminars, meetings, networking events and other opportunities, it's impossible to take in all the conference has to offer just on your own. Consider attending with a group from your city to cover a experience for your city. Groups of 5 or more will receive a **complimentary 6th registration**, providing a **complimentary 6th registration** incentive, all individuals must register at the same time. View more details on the [registration](http://citysummit.nlc.org/rates/) page.

Experience a revitalized Pittsburgh at our revitalized conference!

Register Now!



Attendee Registration and Housing

Click "register" to complete your registration and room reservation.

Register

Please note that the headquarter hotel at City Summit will be the Omni William Penn Hotel. This hotel is located 0.6 Miles from the Convention Center.

The conference is being held at the David L. Lawrence Convention Center.

Group Registration and Housing

National League of Cities City Summit Group Registration Policy

Register

Groups of 5 or more will receive a complimentary 6th registration, provided the registrations are paid in full. To receive the group incentive, all individuals must register at the same time.

After Group Registration is completed.

Each team member will receive a confirmation.

Group Cancellation Policy

Group Registrations are nonrefundable. No refunds will be given to those who previously registered. Group registrations do not apply to these registration categories: spouse, student, youth chaperone or youth delegates. Substitutions are welcome. All changes and cancellation requests must be made in writing to NLCCS@experient-inc.com.

Need Help?

Conference Website

Browser Requirements

November 2016

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Tweets by @leagueofcities



NLC

@leagueofcities

.@GoSolSmart Designates First Solar-friendly Communities
bit.ly/2d1rEYG



13m

NLC Retweeted



Elisha Harig-Blaine

@HarigBlaine

What's 1 thing you wish you knew before
#endvethehomelessness?
Lancaster PA. That it IS possible.
#citieslead @TeamDepot @leagueofcities



Embed

View on Twitter





City Summit | Annual Conference of the National League of Cities

16 - 19 November 2016

Hotels and Room Rates

[Click here to view the 2016 City Summit hotel map.](#)

DoubleTree	\$ 194
Omni	\$ 199
Westin	\$ 199
Wyndham	\$ 184
Marriott City Center	\$ 194
Hampton Inn	\$ 189
Hotel Monaco	\$ 234
Renaissance	\$ 194
Sheraton	\$ 175
Fairmont	\$ 234
Embassy Suites	\$ 194

Conference Hotel Headquarter

[Please begin the registration process to book your hotel.](#)

X

Experience a revitalized Pittsburgh at our revitalized conference!

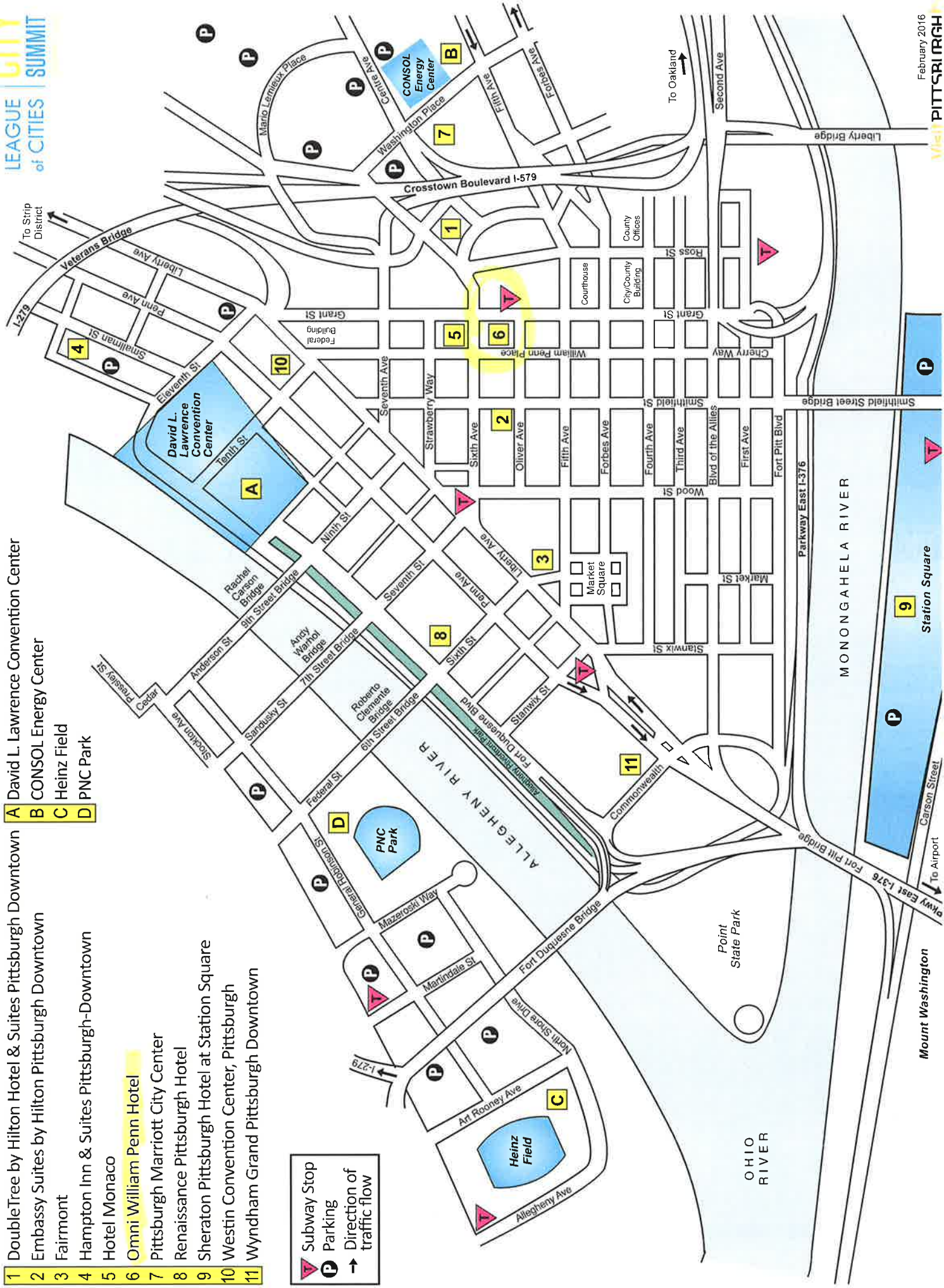
Register Now!

DOWNTOWN PITTSBURGH HOTELS

- 1 DoubleTree by Hilton Hotel & Suites Pittsburgh Downtown
- 2 Embassy Suites by Hilton Pittsburgh Downtown
- 3 Fairmont
- 4 Hampton Inn & Suites Pittsburgh-Downtown
- 5 Hotel Monaco
- 6 Omni William Penn Hotel
- 7 Pittsburgh Marriott City Center
- 8 Renaissance Pittsburgh Hotel
- 9 Sheraton Pittsburgh Hotel at Station Square
- 10 Westin Convention Center, Pittsburgh
- 11 Wyndham Grand Pittsburgh Downtown

FACILITIES

- A David L. Lawrence Convention Center
- B CONSOL Energy Center
- C Heinz Field
- D PNC Park



Book Online Now and Get 24/7 Toll-Free Customer Support: **1-855-850-7352**
Review Trip Details and Book

You're on the final step. Only a few more minutes to finish displayed in: USD \$

[Go Back](#)

Act fast: Only **2 tickets** left at this price!

Flight Details

Congratulations! You got our lowest fare. We guarantee it.

Free Cancellations

	United Airlines Flight 4388 <u>ERJ</u>	06:40am - Nov 15, Tue 08:10am - Nov 15, Tue	Jackson (JAN) Houston Intercontinental (IAH)	Nonstop Coach
Layover: 35m (Short connection)		Operated by EXPRESSJET AIRLINES DBA UNITED EXPRESS		
	United Airlines Flight 527 <u>320</u>	08:45am - Nov 15, Tue 11:27am - Nov 15, Tue	Houston Intercontinental (IAH) Chicago OHare (ORD)	Nonstop Coach
Layover: 2h 23m				
	United Airlines Flight 734 <u>739</u>	01:50pm - Nov 15, Tue 04:20pm - Nov 15, Tue	Chicago OHare (ORD) Pittsburgh (PIT)	Nonstop Coach
Flight Duration : 5h 42m		Total Trip: 8h 40m		

	United Airlines Flight 3590 <u>E7W</u>	07:25am - Nov 19, Sat 08:09am - Nov 19, Sat	Pittsburgh (PIT) Chicago OHare (ORD)	Nonstop Coach
Layover: 46m (Short connection)		Operated by REPUBLIC AIRLINES DBA UNITED EXPRESS		
	United Airlines Flight 4353 <u>ERJ</u>	08:55am - Nov 19, Sat 11:08am - Nov 19, Sat	Chicago OHare (ORD) Jackson (JAN)	Nonstop Coach
		Operated by EXPRESSJET AIRLINES DBA UNITED EXPRESS		
Flight Duration : 3h 57m		Total Trip: 4h 43m		

[Fare rules](#) [Baggage fees](#)

You will earn **589 OneTravel Rewards Points** after completing this booking

Traveler Details

Enter traveler details below:

Traveler	First Name: *	Middle Name:	Last Name:
1 Adult ▼			

Rules require all travelers to provide their **full name**, date of birth that matches photo ID.

[+] Additional Requests: (Optional: Frequent Flyer and other special requests)

Is there anything preventing you from booking today?

SEND ➔

☐ **Yes, add travel protection.** View Description of Coverage for terms and conditions.

☐ No thanks, I don't need flight protection.

Price Details (USD)

Base Price: \$591.20

Taxes & Fees: \$13.00

Travel Protection Insurance: \$54.00

[Promo Code](#) or [Gift Card](#)

Old Price \$601.20

Total Discount: - \$13.00

Final Total Price: **\$588.20**

Please note: All fares are quoted in USD. Some airlines may charge baggage fees.

Payment Info (Secure SSL Encrypted Transaction)

Payment Method * Select ▼

Credit or Debit Card * (Pay with credit or debit card)
Number

Card Holder's Name * (As it appears on your credit card)

Expiration Date * Month ▼ Year ▼

Card Verification Number * 3 digit number from your card

[+] [Pay with two credit or debit cards \(optional\)](#)

[Payment Acceptance Policy](#) [Privacy Policy](#) [100% Safe Purchase](#)

Billing & Contact Information

Credit Card Billing Address:

Country * United States ▼ ✓

Is there anything preventing you from booking today?

SEND ➔



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: October 4, 2016
PAGE: Page

SUBJECT:

Consideration of whether properties located on tax parcels 117E-00-022.00, 117E-00-023.00, 117E-00-024.00, 117E-00-025.00, 117E-00-026.00, 117E-00-027.00, 117E-00-029.00, 117E-00-028.01, 117E-00-028.02, and 117E-00-028.00 is a menace to the public health, safety, and welfare of the community pursuant to Mississippi Code Ann. 21-19-11.

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Community Development
Police
Utilities

DIRECTOR'S

AUTHORIZATION: Buddy Sanders
Chief Frank Nichols
Terry Kemp

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

CODE ENFORCEMENT COMPLAINT FORM

City of Starkville Code Enforcement Division

City Hall, 101 E. Lampkin Street

Starkville, Mississippi 39759-2944

Phone: (662) 323-2525, ext. 130 Fax: (662) 323-4143

e-mail: codeenforcement@cityofstarkville.org**Complainant Information**Name: Doug Devlin Date: _____Address: 200 N. Lafayette St.Phone: 769-0754 E-mail: ddevlin@starkvilleutilities.com

NOTE: Code Inspector will only follow up if the complainant's name and contact information is provided.

Complaint InformationAddress/Location: Camelot Apts - 4th building on right after turning r

Property/Business Owner (if known): _____

- ☒ Occupied ~~Residence~~ Apts
☐ Vacant Residence
 ☐ Vacant Residential Lot
 ☐ Mobile Home
- ☐ Active Business
 ☐ Vacant Building
 ☐ Vacant Commercial Lot
 ☐ Vehicular

Description of the Complaint (be as descriptive as possible to assist in the investigation)

- ☐ Trash/Debris
 ☐ Disabled/Inoperable Vehicle
 ☐ Overgrown Yard
 ☐ Dilapidated Structure
- ☐ Prohibited Sign/Banner
 ☐ No Sign/Banner Permit
 ☐ No Building Permit
 ☐ No Privilege License
- ☐ Solid Waste Ordinance
 ☐ Sanitation
 ☐ Nuisance
 ☒ Other Sewer overflow

Comments: Tabor Street resident complained about
terrible smell from this issue. coming from
Open cleanup

* * * * To be completed by Code Enforcement Inspector * * * *

Code Inspector: S.B. LYLES Date Received: 8-11-16Received via: E-MAIL

Action: CALL CORY ANTHONY (OWNER) WAS TOLD ABOUT
OVERFLOW, TOLD HIM HE HAD 3 DAYS TO COMPLY. SAID
HE WOULD SEND SOMEONE OUT TO FIX.



J.B. Lyles
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext. 3137
Fax: 662-323-4143
jblyles@cityofstarkville.org

August 15, 2016

Camelot Court LLC
214 E. Main Street
Starkville, MS 39759

RE: Violation of Section 110-88 (a) of the City's Code of Ordinances
LOCATION: N. Montgomery Street (Camelot Apts.) Building #4 on Southside of Drive
PARCEL # 117E-00-028.01
DATE OF VIOLATION: August 11, 2016
VIA: USPS

Dear Property Owner:

Our office received a complaint from the Utilities Department on August 11, 2016 informing us this property as noted above was in violation of the Utilities Ordinance Section 110-88 (a). The ordinance states as follows:

It shall be unlawful for any person to place, deposit or permit to be deposited in any insanitary manner on public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.

This is an Official Notice to have this violation brought into compliance within three (3) days from the date of this letter. Failure to correct this violation will result in a summons to appear before the City's Municipal Court, where impositions of fines and related penalties will be assigned.

If you have any questions, please call me at (662)323-2525 ext. 3137. You can view our city ordinances at www.cityofstarkville.org.

Sincerely,

J. B. Lyles

www.cityofstarkville.org

Sec. 110-88. - Use of public sewers required.

- (a) It shall be unlawful for any person to place, deposit, or permit to be deposited in any insanitary manner on public or private property within the city, or in any area under the jurisdiction of the city, any human or animal excrement, garbage or other objectionable waste.
 - (b) It shall be unlawful to discharge to any natural outlet within the city, or in any area under the jurisdiction of the city, any sewage or polluted waters, except where suitable treatment has been provided in accordance with the provisions of this article.
 - (c) Except as provided in this article, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.
 - (d) The owner of all houses, buildings or properties used for human occupancy, employment, recreation, or other purposes, situated within the city and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the city, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this article, within 90 days after official notice to do so, provided that such public sewer is within 100 feet (30.5 meters) of the property line. If an on-site pressure system is required for a service connection, the operation and maintenance costs for the facility shall be the responsibility of the owner or user.
 - (e) It shall be unlawful for any person, establishment or corporation to discharge to the sewer system any pollutant except in compliance with federal standards promulgated pursuant to the Clean Water Act, and any more stringent state and local standards.
 - (f) Where a public sanitary sewer is not available under the provisions of subsection (d) of this section, the building sewer shall be connected to a private sewage disposal system complying with the provisions of section 110-89.
- (Ord. No. 1983-2, § II, 8-2-83)





STARKVILLE POLICE DEPARTMENT

R. FRANK NICHOLS
CHIEF OF POLICE

TELEPHONE
662-323-4131

101 E. LAMPKIN STREET
STARKVILLE, MISSISSIPPI 39759

Calls for 1040 N Montgomery St

The following statistics are for calls that originated in Camelot Apts and in this section begin at 02/23/16 and go through 08/23/16.

Total number of calls---131 resulting in at least 18 IOs being filed and 09 arrests.

36 of the calls were the result of simple assaults, disturbances, loud music, loitering, fights narcotics activity etc..

41 calls were officer initiated such as security checks and criminal activity caught by officers on patrol.

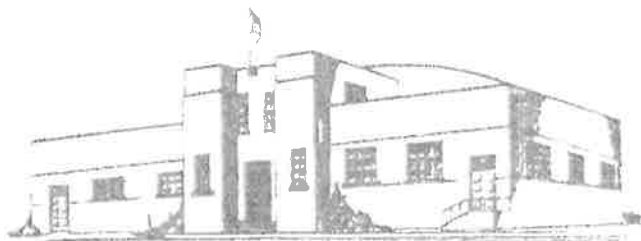
04 of the calls were burglaries, aggravated assaults and shootings.

The remainder of the calls were misc calls inc suspicious incidents, harassments

When the call log was checked for the last 03 months, 05/23/16 through 08/23/16, there were 75 calls. This would indicate an increase of 19 calls in a 3 month period. This may be due to summer and school being out.

In the interest of numbers increase, call logs for 3 years, 08//13 through current date show 567 calls. This would indicate an increase in calls in the last months as the number of calls taken in the last 6 months were divided out over the 6 six month periods, the total would be 786 calls.

R. Frank Nichols
CHIEF OF POLICE



TELEPHONE
662-323-4135

Based on the above statistics broken down by the hour,

Over the last 3 years, officers responded to calls at Camelot every 46 hours.

Over the last 6 months, officers responded to calls at Camelot every 32.9 hours.

Over the last 3 months, officers responded to calls at Camelot every 29 hours.

This shows a potential 63% increase in call volume.

In comparison to another area considered a high crime area, (Brooksville Gds) in the same last 6 months, there were 200 calls in the Gardens. In the last 3 months, there were 114 calls in the Gardens. A check of statistics shows the 6 month call ratio (per apt) as 1.66 in the Gardens and 2.729 in Camelot.

If the ratio over the last 3 months is calculated to the 6 month, this number is 1.9 per apt in the Gardens and 3.125 in Camelot.

There are 48 apts in Camelot of which many are vacant.

There are 120 apts in the Gardens with a much higher occupancy rate.

It should also be noted that there appears to be a certain margin of error in these statistics as it depended on how the address was entered into the system. This made a large difference in the number of calls and reports even though it was the same address and time frame.

“PROTECT AND SERVE”

CODE ENFORCEMENT COMPLAINT FORM**City of Starkville Code Enforcement Division****City Hall, 101 E. Lampkin Street****Starkville, Mississippi 39759-2944****Phone: (662) 323-2525, ext. 130 Fax: (662) 323-4143****e-mail: codeenforcement@cityofstarkville.org****Complainant Information**Name: Capt. Mark Ballard *Mark Ballard* Date: Aug 31, 2016Address: 110 West Main StreetPhone: 662-323-4131 E-mail: mballard@cityofstarkville.org

NOTE: Code Inspector will only follow up if the complainant's name and contact information is provided.

Complaint InformationAddress/Location: 117E-00-022.00, 117E-00-023.00Property/Business Owner (if known): Dennis Long☒ Occupied Residence ☒ Vacant Residence ☐ Vacant Residential Lot ☐ Mobile Home☐ Active Business ☐ Vacant Building ☐ Vacant Commercial Lot ☐ Vehicular**Description of the Complaint** *(be as descriptive as possible to assist in the investigation)*
☒ Trash/Debris ☐ Disabled/Inoperable Vehicle ☐ Overgrown Yard ☐ Dilapidated Structure
☐ Prohibited Sign/Banner ☐ No Sign/Banner Permit ☐ No Building Permit ☐ No Privilege License
☐ Solid Waste Ordinance ☒ Sanitation ☒ Nuisance ☐ Other _____

Comments: Complaints on the property include vacant and occupied apartments that are contributing
to an environment that is fostering multiple criminal activities, poor sanitation, poor safety, renders other
persons insecure in life or use of the property and depreciates the values of the property of others.

*** * * * To be completed by Code Enforcement Inspector * * * ***

Code Inspector: _____ Date Received: _____

Received via: _____

Action: _____



CODE ENFORCEMENT COMPLAINT FORM**City of Starkville Code Enforcement Division****City Hall, 101 E. Lampkin Street****Starkville, Mississippi 39759-2944****Phone: (662) 323-2525, ext. 130 Fax: (662) 323-4143****e-mail: codeenforcement@cityofstarkville.org****Complainant Information**Name: Capt. Mark Ballard *Mark Ballard* Date: Aug 31, 2016Address: 110 West Main StreetPhone: 662-323-4131 E-mail: mballard@cityofstarkville.org

NOTE: Code Inspector will only follow up if the complainant's name and contact information is provided.

Complaint InformationAddress/Location: 117E-00-026.00, 117E-00-027.00Property/Business Owner (if known): C & H Properties & Development LL☒ Occupied Residence ☒ Vacant Residence ☐ Vacant Residential Lot ☐ Mobile Home☐ Active Business ☐ Vacant Building ☐ Vacant Commercial Lot ☐ Vehicular**Description of the Complaint** *(be as descriptive as possible to assist in the investigation)*
☒ Trash/Debris ☐ Disabled/Inoperable Vehicle ☐ Overgrown Yard ☐ Dilapidated Structure
☐ Prohibited Sign/Banner ☐ No Sign/Banner Permit ☐ No Building Permit ☐ No Privilege License
☐ Solid Waste Ordinance ☒ Sanitation ☒ Nuisance ☐ Other _____

Comments: Complaints on the property include vacant and occupied apartments that are contributing
to an environment that is fostering multiple criminal activities, poor sanitation, poor safety, renders other
persons insecure in life or use of the property and depreciates the values of the property of others.

*** * * * To be completed by Code Enforcement Inspector * * * ***

Code Inspector: _____ Date Received: _____

Received via: _____

Action: _____





CODE ENFORCEMENT COMPLAINT FORM
City of Starkville Code Enforcement Division
City Hall, 101 E. Lampkin Street
Starkville, Mississippi 39759-2944
Phone: (662) 323-2525, ext. 130 Fax: (662) 323-4143
e-mail: codeenforcement@cityofstarkville.org

**Complainant Information**Name: Capt. Mark Ballard *Mark Ballard* Date: Aug 31, 2016Address: 110 West Main StreetPhone: 662-323-4131 E-mail: mballard@cityofstarkville.org

NOTE: Code Inspector will only follow up if the complainant's name and contact information is provided.

Complaint InformationAddress/Location: 117E-00-029.00, 117E-00-028.01, 117E-00-028.02, 117E-00-028.00Property/Business Owner (if known): Camelot Court LLC

- ☒ Occupied Residence
 ☒ Vacant Residence
 ☐ Vacant Residential Lot
 ☐ Mobile Home
☐ Active Business
☐ Vacant Building
☐ Vacant Commercial Lot
☐ Vehicular

Description of the Complaint *(be as descriptive as possible to assist in the investigation)*

- ☒ Trash/Debris
☐ Disabled/Inoperable Vehicle
☐ Overgrown Yard
☐ Dilapidated Structure
☐ Prohibited Sign/Banner
☐ No Sign/Banner Permit
☐ No Building Permit
☐ No Privilege License
☐ Solid Waste Ordinance
☒ Sanitation
☒ Nuisance
☐ Other _____

Comments: Complaints on the property include vacant and occupied apartments that are contributing
to an environment that is fostering multiple criminal activities, poor sanitation, poor safety, renders other
persons insecure in life or use of the property and depreciates the values of the property of others.

* * * * **To be completed by Code Enforcement Inspector** * * * *

Code Inspector: _____ Date Received: _____

Received via: _____

Action: _____





09.08.2016 11:29



09.08.2016 11:29













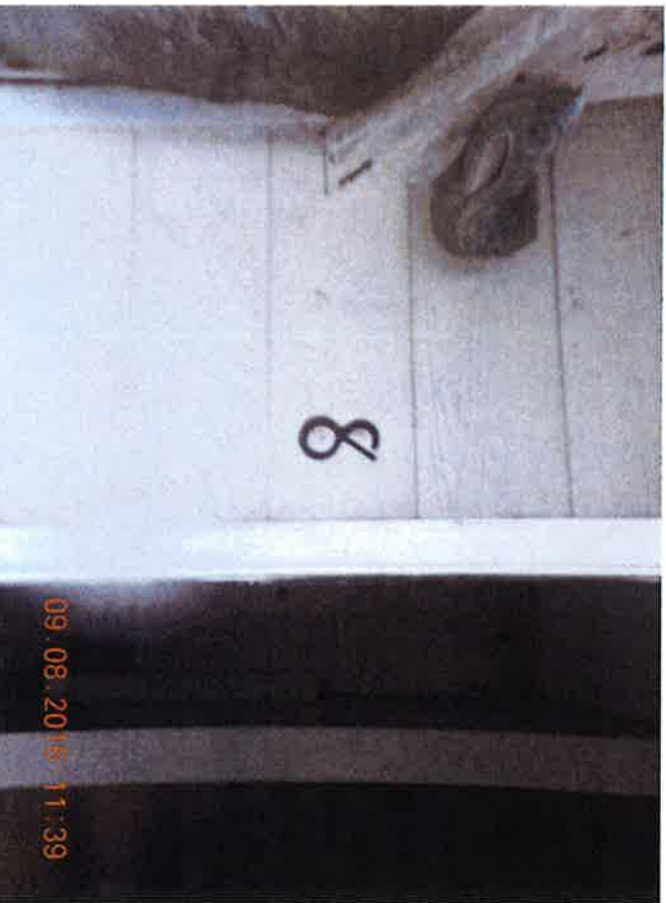
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09.08.2016 11:39

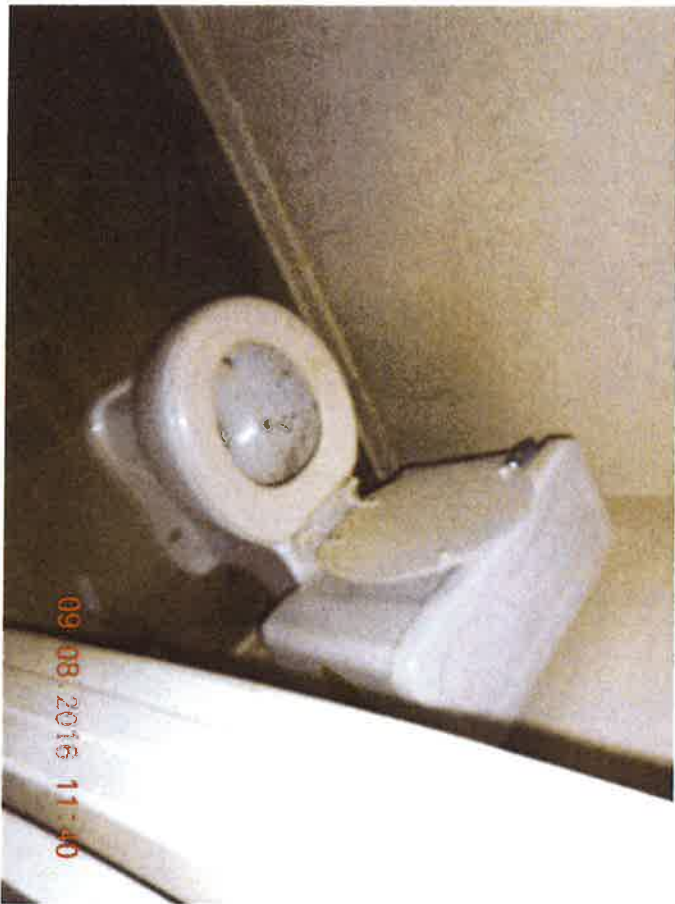


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09.08.2016 11:47



09.08.2016 11:47



09.08.2016 11:49



09.08.2016 11:48



CODE ENFORCEMENT COMPLAINT FORM**City of Starkville Code Enforcement Division****City Hall, 101 E. Lampkin Street****Starkville, Mississippi 39759-2944****Phone: (662) 323-2525, ext. 130 Fax: (662) 323-4143****e-mail: codeenforcement@cityofstarkville.org****Complainant Information**Name: Capt. Mark Ballard *Mark Ballard* Date: Aug 31, 2016Address: 110 West Main StreetPhone: 662-323-4131 E-mail: mballard@cityofstarkville.org

NOTE: Code Inspector will only follow up if the complainant's name and contact information is provided.

Complaint InformationAddress/Location: 117E-00-024.00, 117E-00-025.00Property/Business Owner (if known): Luisa Diaz
☒ Occupied Residence
 ☒ Vacant Residence
 ☐ Vacant Residential Lot
 ☐ Mobile Home

☐ Active Business
 ☐ Vacant Building
 ☐ Vacant Commercial Lot
 ☐ Vehicular
Description of the Complaint *(be as descriptive as possible to assist in the investigation)*
☒ Trash/Debris
 ☐ Disabled/Inoperable Vehicle
 ☐ Overgrown Yard
 ☐ Dilapidated Structure
☐ Prohibited Sign/Banner
☐ No Sign/Banner Permit
☐ No Building Permit
☐ No Privilege License
☐ Solid Waste Ordinance
☒ Sanitation
☒ Nuisance
☐ Other _____

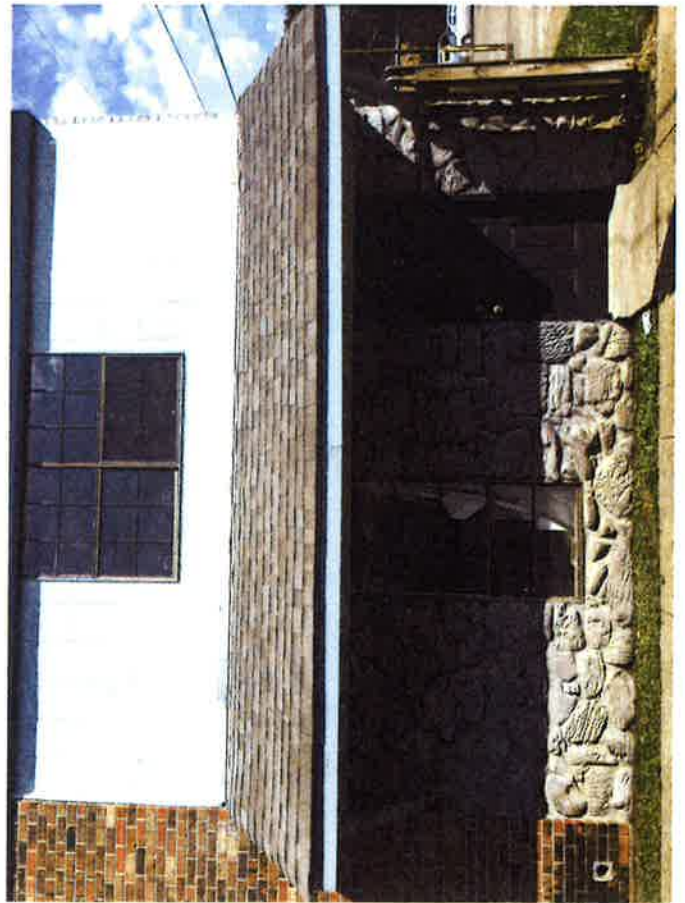
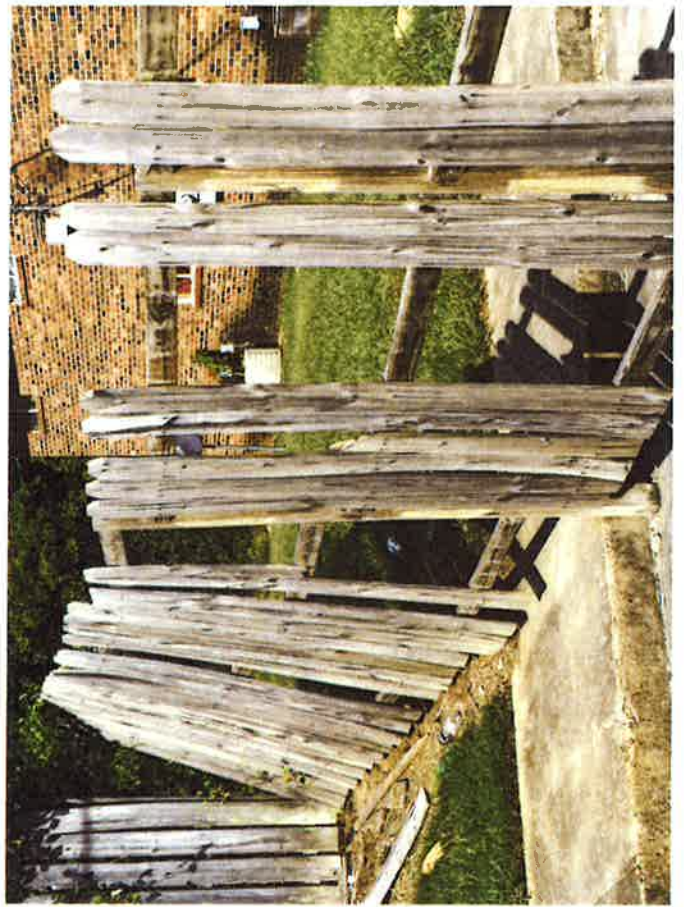
 Comments: Complaints on the property include vacant and occupied apartments that are contributing
to an environment that is fostering multiple criminal activities, poor sanitation, poor safety, renders other
persons insecure in life or use of the property and depreciates the values of the property of others.
* * * * **To be completed by Code Enforcement Inspector** * * * *

Code Inspector: _____ Date Received: _____

Received via: _____

Action: _____













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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 4, 2016
PAGE: Page 1 of 5

SUBJECT:

Discussion and Consideration of the request PP 16-17 for Preliminary Plat approval for one parcel with the parent parcel number 1010-00-337.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant Pritchard Engineering, on behalf of Nicholas Properties, LLC, is requesting approval of a Preliminary Plat for one parcel with the Property Number 1010-00-337.00, located on Mill Street. The subject property is zoned C-2. The properties to the north are zoned C-2. The properties to the east are zoned T-6 and C-2. The properties to the south and west are zoned C-2 and University. The property, known as Cotton Mill Market Place, is currently used as retail. Easements and Dedications are shown on the plat. On September 28, 2016 the Planning and Zoning Commission recommended approval of the Preliminary Plat.

Recommended Conditions:

1. The 54 square yards of asphalt to be completed at the top portion of Mill Street as depicted on the plat and the 250 linear feet of curb and gutter on the eastern border of Mill Street as depicted on the plat shall be bonded to the satisfaction of the City engineer prior to approval of the plat.
2. The Developer shall complete the 54 square yards of asphalt by the end of 2016. If the Developer does not complete the 54 square yards of asphalt to the satisfaction of the City engineer by the end of 2016, the Developer shall incur liquidated damages of \$500 per day.
3. The Developer shall complete the 250 linear feet of curb and cutter on the eastern border of Mill Street within six (6) months of a commencement date to be established by the City engineer. If the Developer does not complete the 250 linear feet of curb and cutter on the eastern border of Mill Street within six (6) months of a commencement date to be established by the City engineer, the Developer shall incur liquidated damages of \$500 per day.
4. Cotton Mill Drive shall remain privately owned and privately maintained. Cotton Mill Drive may later be dedicated to the City and accepted by the City in the sole discretion of the City.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of the request PP 16-17 for Preliminary Plat approval for one parcel with conditions.

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

STAFF REPORT

TO: Members of the Board of Aldermen
FROM: Buddy Sanders, Community Development Director (662-323-2525 ext. 3119)
CC: Applicant: Clyde Pritchard, Thomas Allen; Owner: Nicholas Properties LLC
SUBJECT: PP 16-17 and FP 16-11, Preliminary and Final Plat, Mill Street, Zoned C-2, Ward 4.
DATE: SEPTEMBER 29, 2016

BACKGROUND INFORMATION:

The purpose of this report is to provide information regarding the request by Clyde Pritchard, on behalf of Nicholas Properties, LLC, for approval of a Preliminary Plat and Final Plat for one parcel (Property Number 1010-00-337.00). The subject property is zoned C-2. The properties to the north are zoned C-2. The properties to the east are zoned T-6 and C-2. The properties to the south and west are zoned C-2 and University. The property, known as Cotton Mill Market Place, is currently used as retail. Please see attachments 1-2.

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.*

PLAT PROPOSAL

Easements and Dedications

Easements and Dedications are shown on the plat.

Staff Recommended Conditions:

1. The 54 square yards of asphalt to be completed at the top portion of Mill Street as depicted on the plat and the 250 linear feet of curb and gutter on the eastern border of Mill Street as depicted on the plat shall be bonded to the satisfaction of the City engineer prior to approval of the plat.

2. The Developer shall complete the 54 square yards of asphalt by the end of 2016. If the Developer does not complete the 54 square yards of asphalt to the satisfaction of the City engineer by the end of 2016, the Developer shall incur liquidated damages of \$500 per day.

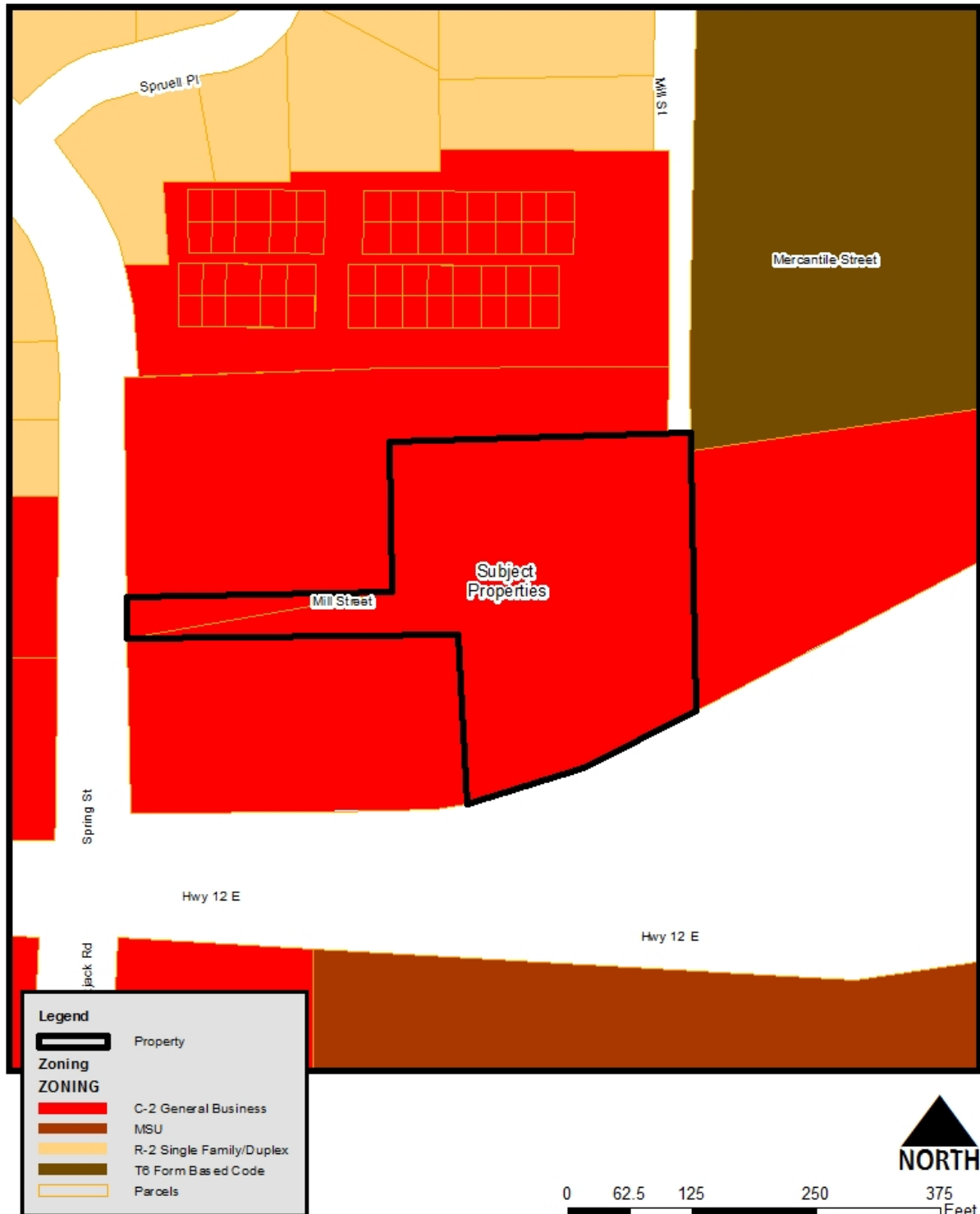
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4. Cotton Mill Drive shall remain privately owned and privately maintained. Cotton Mill Drive may later be dedicated to the City and accepted by the City in the sole discretion of the City.

Attachment 1
PP 16-17 and FP 16-11 Aerial



Attachment 2
PP 16-17 and FP 16-11 Zoning





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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 4, 2016
PAGE: Page 1 of 5

SUBJECT:

Discussion and Consideration of the request FP 16-11 for Final Plat approval for one parcel with the parent parcel number 1010-00-337.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant Pritchard Engineering, on behalf of Nicholas Properties, LLC, is requesting approval of a Preliminary Plat for one parcel with the Property Number 1010-00-337.00, located on Mill Street. The subject property is zoned C-2. The properties to the north are zoned C-2. The properties to the east are zoned T-6 and C-2. The properties to the south and west are zoned C-2 and University. The property, known as Cotton Mill Market Place, is currently used as retail. Easements and Dedications are shown on the plat. On September 28, 2016 the Planning and Zoning Commission recommended approval of the Preliminary Plat.

Recommended Conditions:

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REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of the request PP 16-17 for Preliminary Plat approval for one parcel with conditions.

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

STAFF REPORT

TO: Members of the Board of Aldermen
FROM: Buddy Sanders, Community Development Director (662-323-2525 ext. 3119)
CC: Applicant: Clyde Pritchard, Thomas Allen; Owner: Nicholas Properties LLC
SUBJECT: PP 16-17 and FP 16-11, Preliminary and Final Plat, Mill Street, Zoned C-2, Ward 4.
DATE: SEPTEMBER 29, 2016

BACKGROUND INFORMATION:

The purpose of this report is to provide information regarding the request by Clyde Pritchard, on behalf of Nicholas Properties, LLC, for approval of a Preliminary Plat and Final Plat for one parcel (Property Number 1010-00-337.00). The subject property is zoned C-2. The properties to the north are zoned C-2. The properties to the east are zoned T-6 and C-2. The properties to the south and west are zoned C-2 and University. The property, known as Cotton Mill Market Place, is currently used as retail. Please see attachments 1-2.

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- 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.*

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PLAT PROPOSAL

Easements and Dedications

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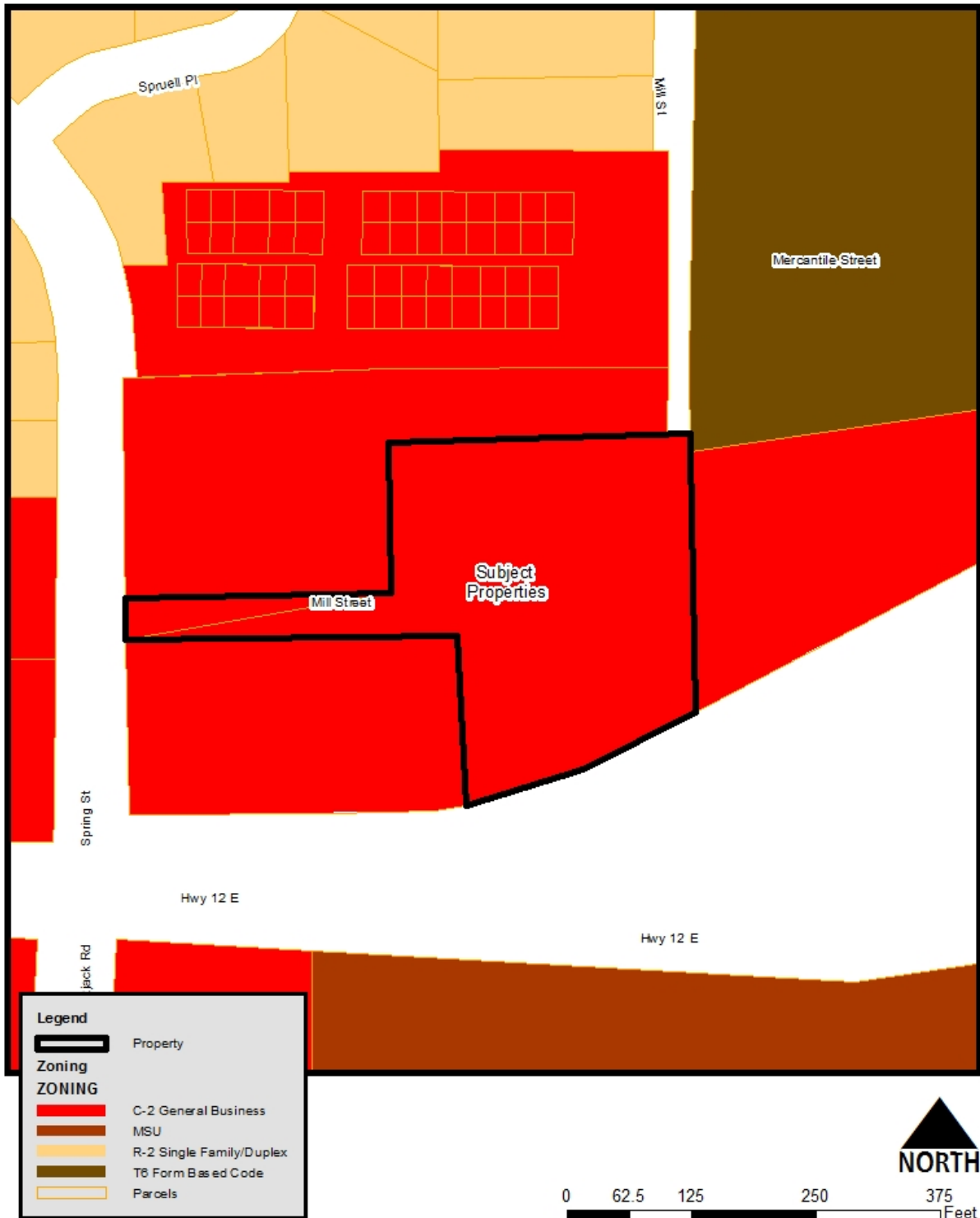
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Attachment 1
PP 16-17 and FP 16-11 Aerial



Attachment 2
PP 16-17 and FP 16-11 Zoning





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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10/4/2016
PAGE: 1 of 9

SUBJECT: Consideration of Cotton Mill Marketplace Starkville, LLC Access Easement Agreement

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION, CONTACT: Attorney Chris Latimer

SUGGESTED MOTION: Approval of Access Easement Agreement between Cotton Mill Marketplace Starkville, LLC and the City of Starkville, MS.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Chris Latimer
Mitchell McNutt & Sams, PA
P.O. 1366
Columbus, MS 39701
(662) 328-2316
MS Bar Number 101549

INDEXING INSTRUCTIONS: Part of Block 31, City of Starkville, Mississippi as shown on the A. L. Goodman Official Map of the City of Starkville, 1974 Edition, Oktibbeha County, MS

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (“Agreement”) is made effective as of this ____ day of _____, 2016, between

Cotton Mill Marketplace Starkville, LLC,
A Mississippi Limited Liability Company, (“Grantor”),
368 Highland Colony Parkway
Ridgeland, MS 39157
(601) 362-8000

and

The City of Starkville, Mississippi (the “City” or “Grantee”),
a political subdivision of the State of Mississippi
having an office at
110 West Main Street
Starkville, Mississippi 39759
(662) 324-4012

Grantor and Grantee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

Preliminary Statement

Grantor is the owner in fee of certain real property located in Oktibbeha County, Mississippi consisting of approximately .46 acres more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Subject Property").

The Subject Property is depicted in the plat attached hereto as Exhibit "B". Grantor intends herein to grant to Grantee certain easements for pedestrian and vehicular ingress and egress over the common curb cuts, driveways, aisles, walkways, and sidewalks now or hereafter located on the Subject Property for access and for delivery, together with the utility easements described herein. The Grantor and Grantee also intend herein to provide for certain obligations and restrictions with respect to the operation and maintenance of the Subject Property and improvements constructed thereon. Such easements, obligations and restrictions shall run to the benefit of, and bind, the Subject Property and the owners from time to time of the Subject Property or any portion thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby grant, covenant and agree as follows:

1. Easements and Ways. Grantor hereby grants and conveys to Grantee, a permanent and perpetual non-exclusive easement on, over and across and rights to use the curb cuts, roadways, access areas, driveways, aisles, parking areas, walkways and sidewalks (the "Ways") now or hereafter located on the Subject Property (including, without limitation, such Ways set forth on the plat attached hereto as Exhibit "B"), for purposes of public ingress, egress, passage and delivery, by vehicles and pedestrians.
2. Benefit and Use. The easements and other rights granted hereby shall be dedicated as a permanent, perpetual easement for the public, for pedestrian and vehicular use.
3. Construction.

Grantor, at its sole expense, shall construct, pave, stripe and place all improvements and markings on the surface of the Subject Property as necessary so as to provide for the orderly traffic control and ingress and egress of automobiles and pedestrians and shall place adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas, all as set forth in Exhibit "B".

4. Maintenance and Repair.

Grantor, at its sole expense, shall have the sole responsibility for the maintenance and repair of the Subject Property and the Ways located thereon, including, without limitation, the obligation to repave, re-stripe and replace improvements and markings on the surface of the Subject Property from time to time as and when necessary so as to

provide for the orderly traffic control and ingress and egress of automobiles and pedestrians, and place and maintain adequate exit and entrance and other traffic control signs to direct traffic in and out of said areas. Grantor, at its sole expense, will maintain the Subject Property and the Ways located thereon in a neat, clean, orderly and operable condition.

5. Injunctive Relief and Other Remedies. In the event of a breach by either Party of any obligation of this Agreement the other Party may be entitled to obtain an order specifically enforcing the performance of such obligation or an injunction prohibiting any such breach. The Parties hereby acknowledge that legal remedies may be inadequate and that irreparable harm may be caused by any such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of any other Party.
6. Non-waiver. No delay or omission of either Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either Party of a breach of, or a default in, any of the terms and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach of, or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.
7. Non-terminable Agreement. No breach of the provisions of this Agreement shall entitle either Grantor, Grantee or any other party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Subject Property or any improvements thereon.
8. Force Majeure. In the event either Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such Party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, war, the act or failure to act of the other Party or adverse weather conditions preventing the performance of work as certified to by an architect then the time for performance of such act shall be extended for a period equivalent to the period of such delay.
9. Binding Effect. Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either party to this Agreement is made by such party for the benefit of the other Party and its successors and assigns. Without limiting the generality of the foregoing, the access, Ways and easements granted herein shall run with the land and shall be binding on and

shall inure to the benefit of the Parties to this Agreement and their respective successors and assigns.

10. Invalidity. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
11. Governing Law. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Mississippi, without regard to its conflicts of law principles. The Parties submit to the exclusive jurisdiction of the courts of Mississippi having subject matter jurisdiction of the matters set out in this Agreement.
12. Headings. The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
13. Relationship of Parties. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render the parties liable for the debts or obligations of the other.
14. Subordination. Each Party shall make commercially reasonable efforts to ensure that the easements, ways, and rights granted the parties hereunder shall be superior to any mortgage, deed of trust, or similar lien now or hereafter affecting the Subject Property.
15. Construction of Agreement. The Parties represent and agree that they have been represented by competent personnel and counsel in the negotiation and preparation of this Agreement and the rule of construction that any ambiguities herein are to be resolved against the drafting party shall not be employed in the interpretation or construction of this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, this Agreement has been executed by Grantor and Grantee on the date(s) in the respective acknowledgements of Grantor's and Grantee's signatures below and is to be effective as of the date first stated above.

GRANTOR:

COTTON MILL MARKETPLACE STARKVILLE, LLC
A Mississippi Limited Liability Company

By: _____
Mark Nicholas, Manager

GRANTEE:

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Parker Wiseman, Mayor

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2016, within my jurisdiction, the within named Mark Nicholas, Manager of COTTON MILL MARKETPLACE STARKVILLE, LLC, A Mississippi Limited Liability Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My commission expires:

STATE OF _____

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the said county and state, on this _____ day of _____, 2016, within my jurisdiction, the within named Parker Wiseman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signature on the instrument, and as the act and deed of the entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

My commission expires:

EXHIBIT "A"

LEGAL DESCRIPTION: Subject Property

Cotton Mill Drive

LEGAL DESCRIPTION- COTTONMILL DRIVE (VARIABLE WIDTH)

Commencing at the southwest corner of said parcel also being the POINT OF BEGINNING of the permanent and perpetual easement herein described; thence North 00 degrees 10 minutes 51 seconds East a distance of 40.70 feet; thence East, a distance of 261.61 feet; thence South 73 degrees 57 minutes 39 seconds East, a distance of 22.05 feet; thence East, a distance of 242.51 feet; thence South, a distance of 34.53 feet; thence South 89 degrees 40 minutes 49 seconds West, a distance of 198.30 feet; thence North 89 degrees 49 minutes 09 seconds West a distance of 327.14 feet to the POINT OF BEGINNING. Containing 0.46 acres.

EXHIBIT “B”

Plat - Cottonmill Marketplace Starkville, LLC



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 4, 2016
PAGE: Page 1

SUBJECT: Request from GST Capital Partners, LLC for reconsideration of denial of Variance Case VA 16-06 that was denied by Board action on September 6, 2016.

GST Capital Partners, LLC is offering to use a stealth tower instead of a traditional tower.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

July 27, 2016: Board of Adjustment and Appeals: Recommendation of Approval

August 26, 2016: Planning and Zoning Commission: Recommendation of Approval

September 6, 2016: Board of Aldermen: Denial of Variance Request

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119 or Daniel Havelin @ 662-232-2525 ext 3136

SUGGESTED MOTION:

Buddy Sanders

From: Guy K Smith <gsmith@gulfsouthtowers.com>
Sent: Wednesday, September 28, 2016 1:58 PM
To: 'Buddy Sanders'
Cc: 'James A Peden, Jr'
Subject: Reconsideration
Attachments: Pine1.JPG; Pine2.jpg; GST Capital Partners, LLC - VA 16-06 - Letter of Denial - Board of Aldermen (09062016) - 09072016.pdf

Importance: High

Buddy,

I am attaching a couple of pictures of the camouflage pine trees as examples of what we are willing to stealth the proposed tower to be located at 612 Martin Luther King Jr. Drive West, Starkville, MS 39759. We would like to formally ask for reconsideration of our Variance Case VA 16-06 along with our Conditional Use Permit for this proposed tower at the October 4, 2016 Starkville Board of Aldermen meeting. Please let me know that you received this email and if there is anything further that you need.



Guy K Smith
Executive Vice President of Operations
Gulfsouth Towers, LLC
GST Capital Partners, LLC
330 Marshall Street, Suite 300
Shreveport, LA 71101
Office: (318) 302-4830
Mobile: (318) 614 -3369
Fax: (866) 612-8569
gsmith@gulfsouthtowers.com







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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 4, 2016
PAGE: Page 1 of 8

SUBJECT:

Discussion and Consideration of the request FP 16-06 for Final Plat approval for a three lot subdivision on the northeast corner of the intersection of Lynn Lane and Louisville Street with the parent parcel number 102J-00-114.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, 4J-I LP, is requesting approval of a Final Plat subdividing one parcel into three lots. The subdivision has a gross acreage of +/-3.28 acres with a total of 3 lots. The eastern side of all 3 lots is located in a Zone AE flood area. Sewer will need to be provided to both Lots 1 and 2. Infrastructure drawings have been approved by the Development Review Committee. A Letter of Credit was received and accepted as a form of surety for the required sewer and sidewalk improvements. On September 13, 2016 the Planning and Zoning Commission recommended approval of the Final Plat with conditions.

Recommended Conditions by the Planning and Zoning Commission.

1. Any sidewalks not completed by the time of Final Plat consideration by the Board of Aldermen, shall be required to have a form of surety in place in the amount of 150% of the estimated cost of construction. **CONDITION MET ON 9-27-16**
2. Any utility infrastructure not completed by the time of Final Plat consideration by the Board of Aldermen, shall be required to have a form of surety in place in the amount of 150% of the estimated cost of construction. All infrastructure shall be required to be installed, inspected, tested and approved by City staff prior to the issuance of a building permit for any individual lot. **CONDITION MET ON 9-27-16**
3. A letter from the Applicant to the City Engineer addressing the handling of all future stormwater requirements (lot by lot detention or regional detention) shall be accepted prior to Final Plat approval. If the lot-by-lot approach is selected, the applicant understands and will communicate to all future lot owners that mitigation of excess stormwater will be required no matter the lot size. If a regional approach is selected, the applicant will be required to provide the engineering calculations and construction plans for the facility as a part of the infrastructure drawings. **CONDITION MET ON 9-1-16**

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119 or Daniel Havelin @ 662-232-2525 ext 3136

SUGGESTED MOTION:

Move approval of the request FP 16-06 for Final Plat approval with conditions for a three lot subdivision on the northeast corner of the intersection of Lynn Lane and Louisville Street.

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 ext. 3136)
CC: Owner: 4J-I LP
SUBJECT: FP 16-06 Request for Final Plat approval for a three lot subdivision of a +- 3.28 acre parcel on the northeast corner of the intersection of Lynn Lane and Louisville Street in a C-2 zone with the parent parcel number 102J-00-114.00
DATE: September 13, 2016

BACKGROUND INFORMATION:

The purpose of this report is to provide information regarding the request by 4J-I LP for Preliminary approval for 3 lot subdivision on the northeast corner of the intersection of Lynn Lane and Louisville Street. The Subdivision consists of 3 lots on +/- 3.28 acres in a C-2 zone. Please see attachments 1-4.

Below is information pertaining to C-2 General Business 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.*

PLAT PROPOSAL

General Information

The subdivision has a gross acreage of +/-3.28 acres with a total of 3 lots. The eastern side of all 3 lots is located in a Zone AE flood area.

Easements and Dedications

Existing and proposed easements are shown on the plat.

Findings and Comments

Sewer will need to be provided to both Lots 1 and 2. Infrastructure drawings have been approved by the Development Review Committee. All of the proposed lots will require sidewalks to be built to City standards or have a form of surety in place to prior to Final Plat approval.

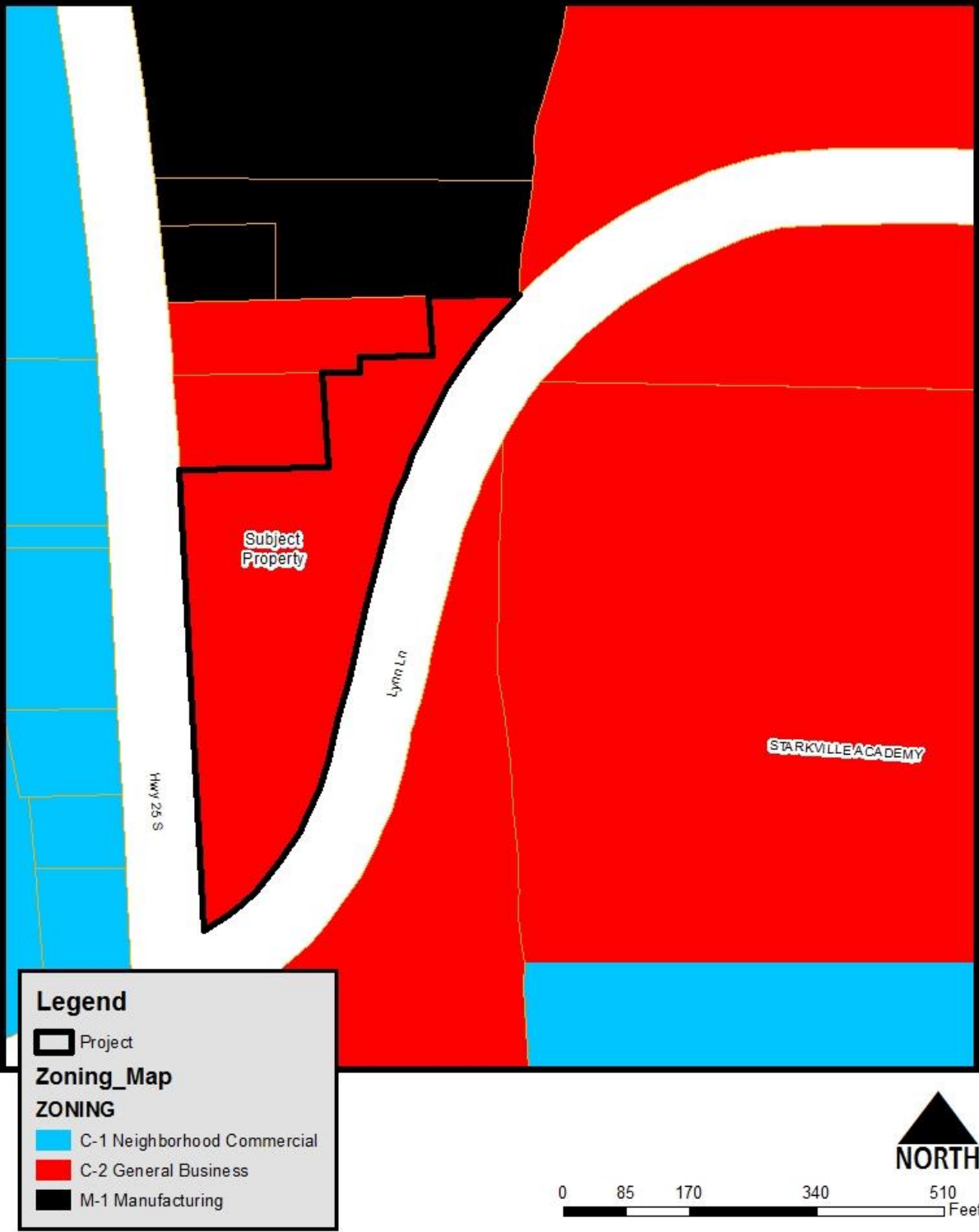
REQUESTED CONDITIONS

1. Any sidewalks not completed by the time of Final Plat consideration by the Board of Aldermen, shall be required to have a form of surety in place in the amount of 150% of the estimated cost of construction.
2. Any utility infrastructure not completed by the time of Final Plat consideration by the Board of Aldermen, shall be required to have a form of surety in place in the amount of 150% of the estimated cost of construction. All infrastructure shall be required to be installed, inspected, tested and approved by City staff prior to the issuance of a building permit for any individual lot.
3. A letter from the Applicant to the City Engineer addressing the handling of all future stormwater requirements (lot by lot detention or regional detention) shall be accepted prior to Final Plat approval. If the lot-by-lot approach is selected, the applicant understands and will communicate to all future lot owners that mitigation of excess stormwater will be required no matter the lot size. If a regional approach is selected, the applicant will be required to provide the engineering calculations and construction plans for the facility as a part of the infrastructure drawings.

Attachment 1
PP 16-11 FP 16-06 Aerial



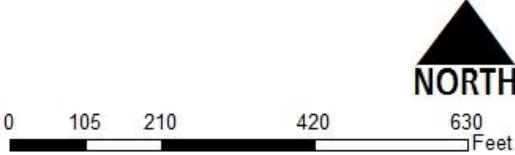
Attachment 2
PP 16-11 FP 16-06 Zoning

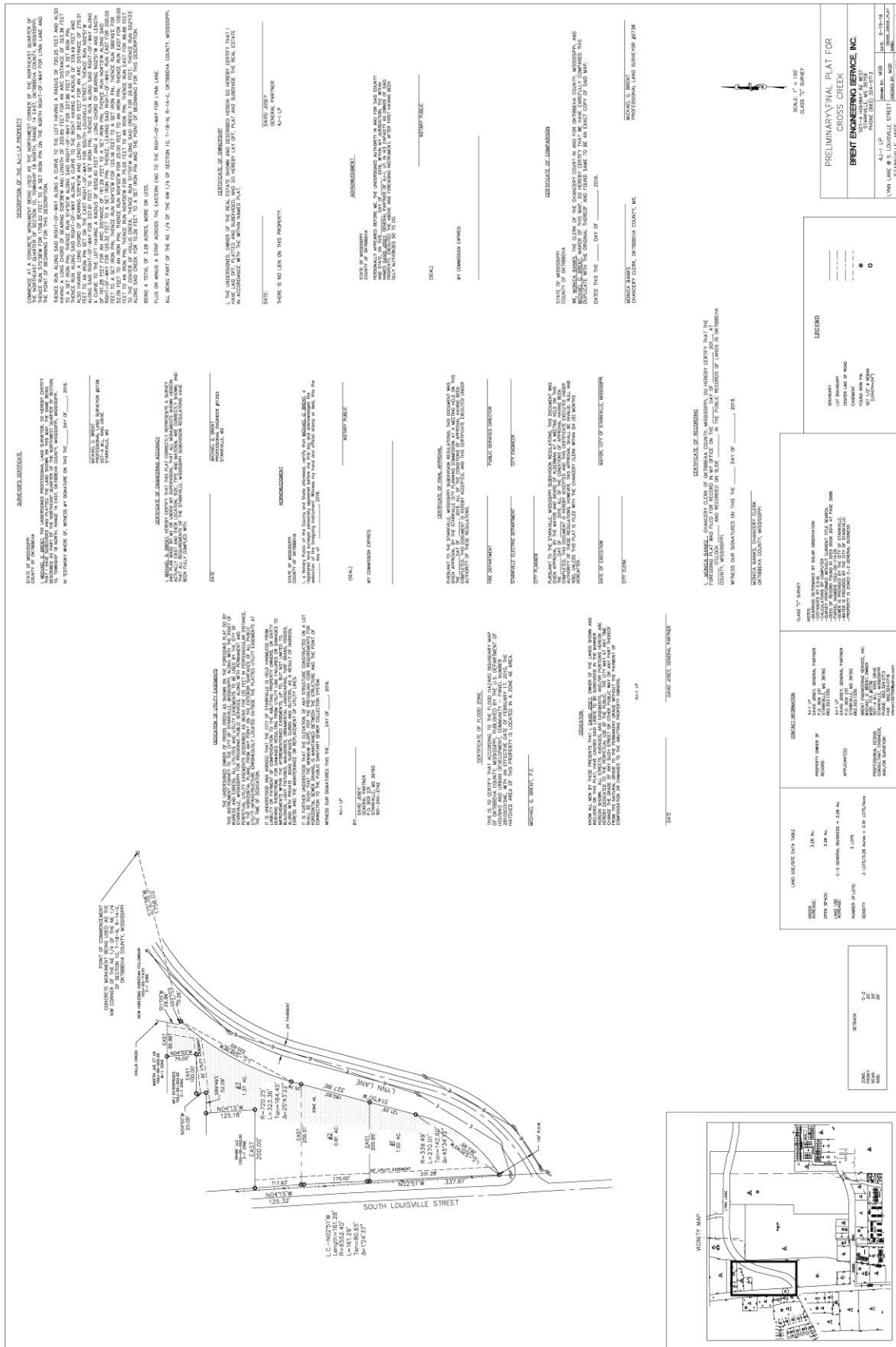


Attachment 3
PP 16-11 FP 16-06 Plat Overlay



Legend







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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 4, 2016
PAGE: Page 1

SUBJECT: Discussion and consideration of accepting the Schneider Historic Preservation, LLC proposal for the Oktibbeha Gardens National Historic District.

The Starkville Historic Preservation Commission recommends the proposal of Schneider Historic Preservation, LLC for the proposed Oktibbeha Gardens National Historic District.

AMOUNT & SOURCE OF FUNDING

FY 2017 Budget: \$10,000 (\$5,000 matching grant from the Mississippi Department of Archives and History)

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

August 17, 2016: Three proposals received by the Mississippi Department of Archives and History.

September 27, 2016: The Starkville Historic Preservation Commission recommends Schneider Historic Preservation, LLC as the consultant for the proposed Oktibbeha Gardens National Historic District.

**REQUESTING
DEPARTMENT:**

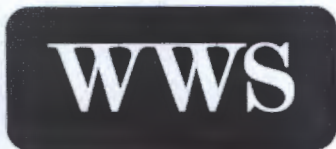
**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119 or Daniel Havelin @ 662-232-2525 ext 3136

SUGGESTED MOTION:

Move approval of the Schneider Historic Preservation, LLC proposal for the proposed Oktibbeha Gardens National Historic District.



WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

One Professional Plaza
P.O. Box 1345
Phone (662) 323-9071

Starkville, MS 39759
Starkville, MS 39760
Fax (662) 323-9075

James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Staggers, CPA
Michael W. McCully, CPA
Mort Stroud, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Thomas J. Browder, CPA
Stephen D. Flake, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA

Buddy Sanders
Community Development Director
City of Starkville
110 West Main Street
Starkville, MS 39759

Mr. Sanders,

We hereby submit our certification of the vote tally from the presentations of the three consulting groups chosen to present proposals for the Oktibbeha Gardens National Historic District project to the Historic Preservation Commission of the City of Starkville.

Our representative, Drew Caves, attended the meeting held on September 27, 2016, where presentations were made for the project by the following consulting groups:

Terri L. Foley
GAI Consultants
Schneider Historic Preservation, LLC

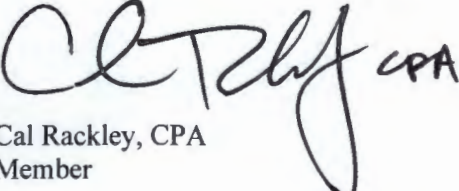
The consulting groups were each asked a series of questions by the Historic Preservation Commission. When each proposal was completed, the four present members of the Historic Preservation Commission each submitted their scores anonymously to our representative. We have enclosed a summary of the scoring sheets, showing that each consulting group was scored on a range from one to ten (with one being unsatisfactory and ten being superior) for each of the six criteria on the scoring sheet.

The results were as follows:

<u>Consulting Group</u>	<u>Total Score</u>
Terri L. Foley	218
GAI Consultants	207
Schneider Historic Preservation, LLC	221

Based on our certified vote tally, Schneider Historic Preservation, LLC was chosen as the preferred consulting group for the Oktibbeha Gardens National Historic District project.

Sincerely,
WATKINS, WARD AND STAFFORD, PLLC
Certified Public Accountants


Cal Rackley, CPA
Member

Historic Preservation Commission
Summary of Vote Tally
9/27/2016

Total - Highest Score is
Highest Ranking

	COMMISSION MEMBER				Highest Ranking
	1	2	3	4	
Terri L. Foley					
Criteria					
1-General Experience with Residential Districts	8	9	10	8	35
2-Experience with Post WWII Residential Districts	9	9	9	9	36
3-Creation/Nomination Approach	7	8	9	9	33
4-Experience with Ranch Style Houses	7	10	10	10	37
5-Creation/Nomination of Ranch Style Houses	8	10	10	10	38
6-Experience with Early 20th Century Planned Residential Districts	9	10	10	10	39
Total	48	56	58	56	218

GAI Consultants					
Criteria					
1-General Experience with Residential Districts	9	8	9	10	36
2-Experience with Post WWII Residential Districts	8	8	9	8	33
3-Creation/Nomination Approach	9	9	8	8	34
4-Experience with Ranch Style Houses	10	9	8	9	36
5-Creation/Nomination of Ranch Style Houses	9	8	8	7	32
6-Experience with Early 20th Century Planned Residential Districts	10	8	9	9	36
Total	55	50	51	51	207

Schneider Historical Consultants					
Criteria					
1-General Experience with Residential Districts	10	10	9	10	39
2-Experience with Post WWII Residential Districts	8	7	9	10	34
3-Creation/Nomination Approach	9	9	9	10	37
4-Experience with Ranch Style Houses	9	7	9	10	35
5-Creation/Nomination of Ranch Style Houses	10	10	9	9	38
6-Experience with Early 20th Century Planned Residential Districts	10	9	9	10	38
Total	56	52	54	59	221



SCHNEIDER

Historic Preservation, LLC

411 East 6th Street, Anniston AL 36207
Fax 334.323.5631 • Phone: **256.310.6320**
e-mail: dbschneider@bellsouth.net

August 17, 2016

Historic Preservation Division
Mississippi Department of Archives and History
Attn: Eric Reisman
P. O, Box 571
Jackson, MS 39205-0571

Re: Bid on Oktibbeha Garden Survey and National Register Project

Dear Mr. Reisman,

Enclosed for your consideration our bid to provide the historic preservation consulting services necessary to complete the scope of work described in the MDAH's Notice Request for Proposals for the for the Oktibbeha Garden Survey and National Register Project.

With thirty-five years of professional historic preservation experience, I have successfully completed a diverse range of projects for private and public sector clients in fourteen states and one other country, specializing in community preservation planning, design review in historic districts, historic resource documentation, and the certification of projects for historic rehabilitation tax credits. Survey projects that I have been involved with have ranged in size from individual neighborhoods to major countywide surveys and have included both rural and urban settings.

Having served as the Executive Director of three separate countywide historic preservation organizations, and having been involved with hundreds of private-sector preservation projects, I recognize the value a comprehensive inventory and nomination can have for a community. My work has traditionally stressed the importance of these tools as the essential foundation upon which to build a successful preservation program.

Enclosed please find two copies of my bid. I look forward to an opportunity to work with you on these projects.

Sincerely,



David Schneider
DBS/jm
enclosure



SCHNEIDER

Historic Preservation, LLC

411 East 6th Street, Anniston AL 36207
Fax 334.323.5631 • Phone: **256.310.6320**
e-mail: dbschneider@bellsouth.net

PROJECT: Oktibbeha Gardens Survey and National Register Project
Starkville, Mississippi

CLIENT: City of Starkville, Mississippi

DATE: August 17, 2016

1. CONTACT INFORMATION

David B. Schneider, Principal
Schneider Historic Preservation, LLC
411 E. 6th Street
Anniston, Alabama 36207
Phone: 256.310.6320
Fax: 334.323.5631
E-mail: dbschneder@bellsouth.net

2. PROJECT APPROACH

The following proposal is for historic preservation consulting services necessary to complete the above-referenced project in accordance with the Mississippi Department of Archives and History's Request for Proposals and its attachments. Schneider Historic Preservation, LLC (**SHP**) proposes to complete the scope of work outlined in the Notice, to comply with its requirements, and to meet the survey and National Register nomination requirements of the Mississippi Department of Archives and History.

1) Field Inventory

Description: **SHP** will conduct a detailed historic sites inventory within the Oktibbeha Gardens subdivision. The project will meet the requirements of the Notice, the Mississippi Department of Archives and History (MDAH), and the Secretary of the Interior's Standards for Identification. All above-ground buildings, structures, and objects located within the area delineated on the map accompanying the Notice will be recorded. For each site inventoried, a unique inventory number will be assigned, a survey form will be completed, one or more photographs will be taken, and the site will be indicated on an appropriate map.

Maps: **SHP** will prepare appropriate survey maps in accordance with the requirements of the Notice and the MDAH. It is anticipated that the survey maps will be produced on CAD software utilizing the city's GIS mapping as a base. The map will be appropriately scaled and will include depictions of individual building footprints, streets, block and parcel lines, and clearly labeled survey numbers. The digital map will also serve as the basis for the National Register map.

Survey Forms: **SHP** will utilize forms approved by the MDAH utilizing "Consultant Inventory" a Microsoft Access Database.

Photographs: High resolution digital photographs will be taken of each resource. Each photograph will be clearly keyed to individual inventory numbers. Photos will be printed in accordance with

MDAH Survey Standards. Digital copies of all photographs will also be provided.

Digital Products: In addition to providing two printed copies of all survey materials in accordance with MDAH Survey Standards, **SHP** will provide digital versions of all survey projects on computer cd or dvd. All reports, maps, and survey forms will be provided in Adobe Acrobat PDF format; photographs will be provided in JPG or TIFF format.

2) Survey Report

Description: Once the survey is completed, a report summarizing its methodology, geographic coverage, and survey results will be prepared in accordance with MDAH Survey Standards.

3) National Register Nomination

Description: Nomination forms will be prepared for the district that will meet the National Park Services requirements for the National Register program, as described in *National Register Bulletin 16A*. The National Register nomination must meet the very specific technical requirements of the National Park Service in terms of the level and type of documentation provided, format, and the completion of accompanying materials, such as maps and photographs. Once completed, the nomination will be filed with the MDAH and it will be reviewed for content and to insure compliance with technical requirements. Once this process is completed, the nomination will be forwarded to the statewide National Register review board. Upon receiving a favorable review from the state review board, the nomination is forwarded to the National Register staff at the National Park Service to supplement the previous listing.

4) Public Meetings

Description: **SHP** meet with interested citizens and local officials at the beginning of the project to explain the purpose of the survey in accordance with MDAH Survey Standards. In addition, **SHP** will attend one public hearing regarding the National Register nomination and will present the completed National Register nomination to the Mississippi National Register Board.

3. EXPERIENCE AND QUALIFICATIONS OF FIRM AND KEY PERSONNEL

Schneider Historic Preservation, LLC provides a full range of historic preservation consulting services. Schneider's professional historic preservation career spans 35 years. In that time he has successfully completed a diverse range of projects for both private and public sector clients in fifteen states and one other country, specializing in community preservation planning, design review in historic districts, historic resource documentation, and the certification of projects for historic rehabilitation tax credits.

Historic preservation projects often involve the varied interests of clients, regulatory agencies, advocacy groups, and the general public. Having worked extensively in both the nonprofit and for-profit sectors, Mr. Schneider is an effective advocate for his clients' interests and is skilled at finding creative and practical solutions for complicated projects.

Mr. Schneider is the former Executive Director and Senior Director of Preservation Services of the Alabama Trust for Historic Preservation (2009-2013); the Executive Director of the Historic Beaufort Foundation in Beaufort, South Carolina (1995-1999); the Executive Director of the Historic Preservation Trust of Lancaster County, Pennsylvania (1990-1995); and the Executive Director of the Berkeley County (South Carolina) Historical Society Museum (1989-1990). Prior to 1989, Mr. Schneider was a historic preservation consultant based in Charleston, South Carolina and worked in both real estate and

SCHNEIDER Historic Preservation, LLC

411 East 6th Street, Anniston AL 36207 • Phone: (256) 310-6320 • e-mail: dbschneider@bellsouth.net
Alt. Phone: 256-310.6320 • Fax: 334-323-5631

construction. He holds a Master of Arts degree in Historic Preservation from Middle Tennessee State University and a Bachelor of Business Administration degree from the University of Georgia. Mr. Schneider is a former Vice President for Southeast Capital Investments, Inc., a regional commercial real estate development and brokerage company.

Mr. Schneider meets the Professional Qualifications under 36 CFR 61 in the areas of History and Architectural History. Active in numerous professional and community organizations, he is the former vice-chairman of the City of Anniston Historic Preservation Commission and has served as Board member for the Alabama Trust for Historic Preservation. A Preservation Leadership Forum level member of the National Trust for Historic Preservation, Mr. Schneider is a 2012 recipient of a Preservation Achievement Award from the Honor Society of Sigma Pi Kappa at the University of Georgia and a 2013 recipient of a Preservation Achievement Award from the Alabama Trust for Historic Preservation.

Please see the attached "Consultants Qualifications" statement for additional information.

4. SIMILAR PROJECTS, INCLUDING THEIR SCOPE AND LOCATION

Historic Resource Survey - **SHP** has extensive experience conducting historic resource surveys. Over the past thirty-five years, Mr. Schneider has completed both urban and rural surveys ranging in size from cellular telephone tower NEPA reviews involving less than a dozen properties through major countywide surveys that recorded as many as 10,000 properties. He has worked extensively in Alabama, Pennsylvania, and South Carolina as well as in Mississippi, New York and Tennessee. Mr. Schneider completed similar historic resource surveys and National Register nominations for the City of Birmingham involving the Woodlawn neighborhood in 2002 and Downtown Ensley and the Nixon Building in 2008 and is currently working on a survey and nomination for the Collegeville neighborhood. The survey Woodlawn project recorded 995 resources and the National Register district included 698 resources. Please see the attached "Consultants Qualifications" statement for listing of additional historic resource survey projects completed by Mr. Schneider.

National Register - **SHP** has completed individual, district and multiple property nominations to the National Register of Historic Places. Mr. Schneider extensive experience with rural historic landscape designation including completion of a multiple property documentation project for the Historic Farming Resources of Lancaster County, Pennsylvania. He has also completed nominations on such diverse resources as a chocolate factory and aircraft hangars. Please see the attached "Consultants Qualifications" statement for listing of additional National Register nomination projects completed by Mr. Schneider.

5. PROPOSED PROJECT SCHEDULE

All survey materials, including completed survey forms, maps, and digital photos and media, submitted for review and comment to the Survey Manager; on or before03/03/2017
Present draft copy of the National Register nomination; on or before04/07/2017
Submit draft final reports and final National Register nominations for the Collegeville
Historic District; on or before04/28/2017
Presentation to the Mississippi National Register Board07/20/2017

SCHNEIDER Historic Preservation, LLC

411 East 6th Street, Anniston AL 36207 • Phone: (256) 310-6320 • e-mail: dbschneider@bellsouth.net
Alt. Phone: 256-310.6320 • Fax: 334-323-5631

PROPOSED BUDGET

1. Background research and historical summary		1,650
2. Field Survey		
a. Conduct field survey	2,200	
b. Process survey forms	1,200	
c. Mapping	250	
Subtotal		3,650
3. Survey Report		1,000
4. Nominations		
a. Complete NR Form	1,800	
b. Additional photography	75	
c. Material presentation (maps, etc.)	75	
Subtotal		1,950
5. Public meetings		
a. Preparation	225	
b. Meetings	225	
Subtotal		680
Subtotal Labor		8,930
Materials & Direct Expenses		
1. Travel		
a. Mileage (52¢/mi.)	520	
b. Travel Time	300	
Subtotal		820
2. Materials		
a. Maps	0	
b. Photography	100	
c. Shipping/ admin.	150	
Subtotal		250
Subtotal Expenses		1,070
Total Budget		\$10,000

6. PERSONNEL; ANY SUB-CONSULTANT DISCIPLINES AND SUPPORT SERVICES NEEDED TO COMPLETE THE SCOPE OF SERVICES

David B. Schneider will serve as the principal-in-charge and project manager for this project. No additional sub-consultants or support services are proposed.

A summary of Mr. Schneider's professional qualifications is attached.

7. STATEMENT OF AVAILABILITY

David B. Schneider will devote sufficient time and resources toward the completion of the project in accordance with the schedule and terms of this proposal.

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8. REFERENCES

Downtown Attalla Historic Sites Survey/National Register nomination

Sharon Jones, City Clerk
City of Attalla
612 4th Street NW
Attalla AL 35954
Phone: (256) 538-9986

Downtown Guntersville Historic Sites Survey/National Register nomination

Milla M. Sachs
Executive Assistant to the Mayor
City of Guntersville
341 Gunter Avenue
Guntersville, Alabama 35976
Phone: 256-571-7560

Downtown Fayette Historic Sites Survey/National Register nomination

Hon. Ray Nelson
Mayor
City of Fayette
203 Temple Ave. N
Fayette, AL 35555
Phone: 205/932-5367

Pepperell Mill Historic Sites Survey/National Register nomination

Lisa Harrelson
Community Development
City of Opelika
700 Fox Trail
Opelika, AL 36801
334-705-5155

Collegville Survey/National Register nomination/Downtown Ensley Historic Sites Survey/National Register nomination/Publications; Woodlawn Historic Sites Survey/National Register nomination

Karla Calvert
City of Birmingham Dept. of Planning, Engineering and Permits
710 North 20th Street, Birmingham, AL 35203
Phone: 205-254-2479

Additional references available upon requests

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9. ADDITIONAL TERMS

Termination. Any agreement for services based upon this proposal may be terminated in writing by either party subject to delivery by the consultant to the client of any outstanding partial or completed work and payment by the client of any fees due for services or expenses.

Independent Contractor. Schneider Historic Preservation, LLC, is and throughout this agreement shall be an independent contractor and not an employee, partner or agent of the client. Schneider Historic Preservation, LLC shall be solely responsible for filing all returns and paying income, social security or other tax levied upon or determined with respect to the payments made to Schneider Historic Preservation, LLC pursuant to this agreement.

Tools and Supplies. Unless otherwise agreed to by the client in advance, Schneider Historic Preservation, LLC shall be solely responsible for procuring, paying for and maintaining any computer equipment, software, paper, tools or supplies necessary or appropriate for the performance of Schneider Historic Preservation, LLC's services hereunder.

Controlling Law. This agreement shall be governed by and construed in accordance with the Laws of the State of Alabama.

Final Agreement. Upon acceptance by the client, this proposal will constitute the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This agreement may be amended, supplemented or changed only by an agreement in writing signed by both of the parties.

If to Schneider Historic Preservation, LLC, to 411 East 6th Street Anniston, AL 36207.

Severability. If any term of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this agreement, including all of the remaining terms, will remain in full force and effort as if such invalid or unenforceable term had never been included.

Copyright. The Client shall retain copyright to all documents and other materials prepared during this project.

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SCHNEIDER

Historic Preservation, LLC



Full Service Historic Preservation Consultant

Schneider Historic Preservation, LLC provides a full range of historic preservation consulting services. Schneider's professional historic preservation career spans 35 years. In that time he has successfully completed a diverse range of projects for both private and public sector clients in 15 states and one other country, specializing in community preservation planning, design review in historic districts, historic resource documentation, and the certification of projects for historic rehabilitation tax credits.



A Client-Oriented Approach

Historic preservation projects often involve the varied interests of clients, regulatory agencies, advocacy groups, and the general public. Having worked extensively in both the nonprofit and for-profit sectors, Mr. Schneider is an effective advocate for his clients' interests and is skilled at finding creative and practical solutions for complicated projects.

- **Historic Rehabilitation Tax Credits**
- **National Register Nominations**
- **Environmental Review & Compliance**
- **Historic Resource Surveys**
- **Design Review & Heritage Tourism**
- **Community Preservation Planning**
- **Advocacy**

Experience

Mr. Schneider is the former Executive Director of the Alabama Trust for Historic Preservation (2009-2012, Senior Director of Preservation Services 2012-2013); the Historic Beaufort Foundation in Beaufort, South Carolina (1995-1999); the Historic Preservation Trust of Lancaster County, Pennsylvania (1990-1995); and Berkeley County (South Carolina) Historical Society Museum (1989-1990). Prior to 1989, Mr. Schneider was a historic preservation consultant based in Charleston, South Carolina and worked in both real estate and construction. He holds a Master of Arts degree in Historic Preservation from Middle Tennessee State University and a Bachelor of Business Administration degree from the University of Georgia.

Active in numerous professional and community organizations, he is the former vice-chairman of the City of Anniston Historic Preservation Commission and has served as a former Board member for the Alabama Trust for Historic Preservation. Mr. Schneider is a former Vice President for Southeast Capital Investments, Inc., a regional commercial real estate development and brokerage company.



Historic Rehabilitation Tax Credits

In 2013, **SHP** was engaged by the Alabama Historical Commission to assist with the preparation of regulations and procedures for the new Alabama Rehabilitation Tax Credit Program. He is currently representing projects for clients seeking to utilize state and federal historic rehabilitation tax credits in AL, MS, TN, and AR. Mr. Schneider has consulted on more than 225 projects involving federal and state tax incentives for historic preservation.



National Register Nominations

SHP has completed individual, district and multiple property nominations to the National Register of Historic Places. Mr. Schneider has extensive experience with rural historic landscape designation, including the completion of a multiple property documentation project for the Historic Farming Resources of Lancaster County, Pennsylvania. He has also completed nominations on such diverse resources as a chocolate factory and an aircraft hangar.



Environmental Review • Documentation

SHP completed a variety of environmental review projects involving Section 106 and other local, state, and federal regulations. In addition to negotiating with review agencies, he has completed Historic American Buildings Survey level documentation for projects involving a diverse range of sizes and complexity. In addition, **SHP** has completed numerous urban and rural historic resource surveys, historic structures reports, and published histories.



Historic District Design Review

Mr. Schneider has extensive experience with design review issues involving historic buildings and districts. In addition to having served as an applicant before, a consultant to, and a member of historic review boards, he has prepared design review guidelines for several communities.



Community Preservation Planning

SHP has extensive experience with a wide variety of community preservation planning projects. In addition to authoring preservation plans, Mr. Schneider has participated in city-wide, county-wide, and regional comprehensive planning efforts.



Advocacy

SHP provides a variety of advocacy services to both the public and private sectors. Mr. Schneider's background includes rural and urban preservation issues and he has been involved in community efforts to manage suburban sprawl. Among his many activities was the successful nomination of Lancaster County, Pennsylvania to the World Monuments Watch list.



Lyric Theatre, Birmingham, AL

Lyric Theatre • Rehabilitation Tax Credits

Birmingham, AL • Client: Lyric Theatre Owner, LLC

SHP completed the historic rehabilitation tax credit application process that assisted with the financing of the restoration of Birmingham's long-vacant Lyric Theatre. Originally opened in 1914 as a vaudeville theatre, among the notable acts that played the on the Lyric's stage were the Marx Brothers, Mae West, Will Rogers, George Burns, Milton Berle, and the Three Keatons featuring child star Buster Keaton.



Wharton/Chappell House, Montgomery, AL

Wharton/Chappell House • National Register Nomination

Montgomery, Alabama • Client: City of Montgomery

SHP completed a National Register nomination for Howell School. Built in 1901/2 it is an excellent example of the eclectic blending of Late Victorian styles that was popular in institutional architecture in Alabama around the turn of the 20th century. Listed as one of Alabama's Places in Peril, the nomination was completed to qualify the building to utilize federal rehabilitation tax credits.



A. G. Gaston Motel

A.G. Gaston Motel • Historic Structures Report

Birmingham, Alabama • Client: City of Birmingham

The A.G. Gaston Motel is nationally significant as one of the iconic landmarks of the Civil Rights movement in Birmingham, having served as the headquarters for Martin Luther King, Jr. and other prominent leaders during the protests and demonstrations that occurred in the spring of 1963. The National Trust for Historic Preservation included the Gaston Motel in its 2015 listing of the Eleven Most Endangered Historic Places in America. **SHP** completed a historic structures report for the property.



Fayette, AL

Fayette, AL • Historic Resource Survey/National Register Nomination

Fayette, Alabama • Client: City of Fayette

SHP completed a historic resource survey and National Register nomination update for the downtown section of Fayette. The community is hoping to stimulate revitalization by qualifying local properties to utilize federal rehabilitation tax credits and by promoting the area's rich history.



Armstrong Floor Plant, Lancaster, PA

Armstrong Lancaster Floor Plant • Environmental Review/Compliance

Lancaster, Pennsylvania • Clients: EDC Finance Corporation

SHP coordinated the local, state and federal historic preservation reviews for the demolition of a substantial portion of the 2.6 million square foot Lancaster Floor Plant of Armstrong Cork Company (now AWI). Once the largest factory in the world producing linoleum, the plant was the dominant leader among Lancaster County's expansive and diverse industrial sector for almost a century. Both Franklin and Marshall College and the Lancaster General Hospital will expand onto the site.



Fort Morgan, Baldwin County, AL

Mobile National Historic Landmarks • Documentation

Mobile and Baldwin Counties, Alabama • Clients: University of South Alabama for the National Park Service

SHP completed photographic documentation and assessments of conditions and threats to five National Historic Landmark properties in Mobile and Baldwin Counties: the Old City Hall and Government Street Presbyterian Church in Mobile; U.S.S. Alabama and U.S.S Drum in Mobile County; and Fort Morgan in Baldwin County.



1777 House, Montgomery, AL



Standard Coosa-Triumph Mill, Piedmont, AL



Davies County Amish Community, Indiana



Ingalls Iron Works, Birmingham, AL



Grigo Wade Field, Clinton, AL



Pratt Depot, Piedmont, AL

Private Sector

Almon Associates, Inc., Tuscaloosa, AL
 Arcadia Properties, LLC, Bethlehem, PA
 The Barber Companies, Birmingham, AL
 Balch & Bingham, LLP, Gulfport, MS
 Bearentine Environmental, Pike Road, AL
 Pace Burt, Albany, GA
 Brookwood Builders, Lancaster, PA
 Capstone Real Estate Inv., Birmingham, AL
 Classic Catering, Anniston, AL
 Colyer-Lloyd, Inc., Anniston, AL
 DBI Properties, Birmingham, AL
 The Dovetail Companies, Athens, GA
 Robert Downing, Anniston, AL
 EDC Finance Corporation, Lancaster, PA
 Environmental Inc., Odenville, AL
 Fleegal & Associates, Inc., Montgomery, AL
 Fuqua & Partners Architects
 Gray Construction, Birmingham, AL
 Historic Buckner, LLC, Anniston, AL
 Housing Development Corp., Lancaster, PA
 IBS Development Corp., Harrisburg, PA
 Lancaster General Hospital, Lancaster, PA
 Legard Properties, Anniston, AL
 Lholst North America, Calera, AL
 MACTEC Engineering, Inc., Birmingham, AL
 Mumma Apartments Assoc., Lancaster, PA
 New Start Community Dev., Birmingham, AL
 Performance Hospitality Gr., Gainesville, GA
 QORE Property Sciences, Birmingham, AL
 The Real Estate Gallery, Selma, AL
 Sain Associates, Birmingham, AL
 The Stewart Studio, Birmingham, AL
 Thomas Properties, LLC, Anniston, AL
 Tippetts, Weaver Architects, Lancaster, PA
 Turrene & Associates, Montgomery, AL
 Valor Hospitality Partners
 Volkert, Inc. Environmental Services, Mobile, AL
 WDG Construction Group, Inc., Indianapolis, IN
 R. Scott Williams & Associates, Montgomery, AL

Public Sector

Bibb County Commission, Centerville, AL
 Chilton County Airport Authority, Clanton, AL
 City of Anniston Hist. Pres. Com., AL
 City of Baldwin, MS
 City of Blountsville, AL
 City of Decatur, AL
 City of Eufaula, AL
 City of Fayette, AL
 City of Guntersville, AL
 City of Jacksonville, AL
 City of Leeds, AL
 City of Magnolia Springs, AL
 City of Montevello, AL
 City of Northport, AL
 City of Prattville, AL
 City of Sheffield, AL
 Crenshaw County Commission, Luverne, AL
 Franklin & Marshall College, Lancaster, PA
 Joint Powers Authority, Anniston, AL
 Sheffield Historic Commission, Sheffield, AL
 Town of Sullivan's Island, Sullivan's Island, SC
 University of South Alabama

Nonprofit

AL Historic Ironworks Fdn., McCalla, AL
 Black Heritage Council, Montgomery, AL
 Clay Historical Society, Clay, AL
 Community Basics, Inc., Lancaster, PA
 J. W. Darden Foundation, Opelika, AL
 EDC Finance Corp., Lancaster, PA
 Historic Beaufort Fdn., Beaufort, SC
 Historic Pres. Trust of Lancaster Co., PA
 Prince Hall Grand Lodge, Birmingham, AL
 RevBirmingham, Birmingham, AL
 Unus Foundation, Birmingham, AL

Antioch Church, Camden, AL
 ArchitectureWorks, Birmingham, AL
 The Benecon Group, Inc., Lancaster, PA
 Betty Budlong Gullatt, Los Angeles, CA
 The Bennett Group, LLC, Auburn, AL
 Brooker Architectural Design, Beaufort, SC
 CDG Engineers & Associates, Andalusia, AL
 Christian Testing Labs, Montgomery, AL
 Cole & Cole Architects, Montgomery, AL
 Cooper Consulting Co., Inc., Dallas, Texas
 The Dobbins Group, Birmingham, AL
 Diversified Real Estate Services, Monroe, GA
 Easement Advisors, LLC, Birmingham, AL
 Environmental Engineers, Branchville, AL
 First Southern Bank, Florence, AL
 Franklin & Marshall College, Lancaster, PA
 Douglas Ghee, Anniston, AL
 Harbert Realty Services, Birmingham, AL
 Heritage Land & Devel., LLC, Memphis, TN
 Hughes Capital Partners, Birmingham, AL
 The J. Clyde, Birmingham, AL
 P. E. LaMoreaux & Assoc., Tuscaloosa, AL
 Lepore-Moyers Partnership, Lancaster, PA
 Lewis Communications, Inc., Mobile, AL
 MRS Consultants, LLC, Tuscaloosa, AL
 Neel-Schaffer, Inc., Ridgeland, MS
 Old Henry Barn Inc., Jacksonville, AL
 Pro Development Company, Lancaster, PA
 Radnor Property Group, LLC, Wayne, PA
 Roos Enterprises, Inc., Niles, MI
 Southeast Capital Investments, Anniston, AL
 TEST, Birmingham, AL
 Thrash Development, Hattiesburg, MS
 Titan Development, Frederick, Maryland
 U. S. Steel Corporation, Pittsburgh, PA
 Vines Funeral Home, Lafayette, AL
 WaterMark Tower, LLC, Anniston, AL
 Mrs. Willene Whatley, Evergreen, AL
 The Woda Group, Inc., Westerville, OH

Bucknell University, Lewisburg, PA
 City of Anniston, AL
 City of Attalla, AL
 City of Birmingham, AL
 City of Cottonwood, AL
 City of Demopolis, AL
 City of Evergreen, AL
 City of Foley, AL
 City of Huntsville, AL
 City of Lancaster, PA
 City of Madison, AL
 City of Monroeville, AL
 City of Montgomery
 City of Opelika
 City of Selma
 Cleburne County Commission, Heflin, AL
 Decatur Historic Pres. Comm., Decatur, AL
 Huntsville Historic Preserv. Com., AL
 Lancaster County Solid Waste Mgt. Auth., PA
 State of Alabama
 University of SC-Beaufort, Beaufort, SC
 Walker County Commission, Jasper, AL

Birmingham Landmarks, Inc., Birmingham, AL
 Cahaba Trace Commission, Brierfield, AL
 Cleburne County Hist. Soc., Heflin, AL
 Collinsville Historical Soc., Cottonville, AL
 Downtown Mobile Alliance, Mobile, AL
 Envision Wadley
 Historic Huntsville Fdn., Huntsville, AL
 Main Street Birmingham, Inc., Birmingham, AL
 Protect Our Woods, Evansville, Indiana
 Spirit of Anniston, Inc., Anniston, AL



Cleburne County (AL) Historic Sites Survey



Demopolis (AL) Historic Sites Survey



St. Clair County (AL) Historic Sites Survey



Eufaula (AL) Historic Sites Survey



Miramonte National Register Site



Sullivan's Island, SC

Mr. Schneider has extensive experience conducting historic resource surveys. Over the past twenty years he has completed both urban and rural surveys ranging in size from cellular telephone tower NEPA reviews involving less than a dozen properties through major countywide surveys that recorded as many as 10,000 properties. He has worked extensively in Alabama, Mississippi, Pennsylvania, and South Carolina as well as in Louisiana, Mississippi, New York, and Tennessee.

Urban Projects:

- Newtown Historic District, Tuscaloosa, AL 2016
- Downtown Chattanooga Historic District, Chattanooga (TN), 2016
- Ice House and Water Avenue Historic Districts Updates, Selma (AL) 2016
- Collegeville Historic District, Birmingham (AL), 2015
- Old Town Selma Historic District Update, Selma (AL) 2015
- Birmingham Wholesale & Warehouse H.D., Birmingham (AL), 2014
- Downtown Birmingham H.D. Update and Expansion, Birmingham (AL), 2014
- Fairhope Historic Sites Survey Update, Fairhope (AL), 2014
- Downtown Gordo Historic Sites Survey, Gordo (AL), 2014
- City of Attalla Historic Sites Survey, Attalla (AL), 2013
- City of Fayette Historic Sites Survey, Guntersville (AL), 2012
- Downtown Houston (MS), 2012
- Downtown Waynesboro (MS), 2012
- City of Guntersville Historic Sites Survey, Guntersville (AL), 2011 (with History Matters)
- Pepperell Mill Millage, Opelika (AL), 2011 (with History Matters)
- City of Guntersville Reconnaissance Level Survey, Guntersville (AL), 2010
- Town of Magnolia Springs (AL), 2009
- Huntsville Greenway, Huntsville (AL), 2009
- City of Baldwin, (MS) 2009
- Town of Sulligent, (AL), 2009
- Downtown Ensley, Ensley, (AL), 2008
- City of Anniston Reconnaissance Level Survey, Anniston (AL), 2007
- City of Blountsville (AL), 2007
- City of Prattville (AL), Reconnaissance Level, 2006
- City of Demopolis, (AL) 2005
- Collinsville (AL), 2004
- Ide/Profile Cotton Mill Historic District, Jacksonville, (AL) 2003.
- Country Club Neighborhood Assessment, Eufaula, (AL) 2003
- Gurley Historic District, Gurley (AL) 2003
- Woodlawn Neighborhood, City of Birmingham (AL) 2002
- City of Piedmont (AL), 2002
- City of Brundidge (AL), 2001
- City of Leeds (AL) City of Leeds, Reconnaissance Level Survey, 2001
- Beaufort County Historic Sites Survey (SC) with Brooker Architectural Design and others, 1998
- City of Montevallo (AL), 1998
- Northwest Quadrant Neighborhood, City of Beaufort, (SC) 1996
- City of Lancaster (PA) Survey Report and National Register, Determination of Eligibility, 1995
- Columbia Borough (PA)
- Manheim Borough (PA)
- Old Downtown Transportation Historic District Harrisburg, Dauphin Co. (PA) 1995
- Garden Hills Historic District, Atlanta (GA) 1986.*

Rural Projects:

- Suttle (AL), 2010
- Dees Pecan Co. Historic District, Grand Bay (AL), 2010
- Townley (AL), 2009
- Clay (AL) 2007
- Honoraville (AL), 2007
- Cleburne County (AL), 2003
- Eastern Calhoun County (AL), 2002
- NEPA Reviews, More than 100 since 2000 in AL, FL, GA, MS & TN.
- St. Clair County (AL) 2002
- Historic Cemeteries of St. Helena Island, Beaufort County (SC) 1999
- Lancaster County Historic Sites Inventory (PA) 1995
- Pineville Historic District, Berkeley Co. (SC) 1991
- Manheim Township Historic Sites Inventory, Lancaster Co. (PA) 1991
- Cahaba Trace Commission, Brierfield (AL) inventory methodology/workshop, 1990
- Berkeley County Historic Sites Survey, Berkeley County (SC) 1989*
- James/Johns Islands Historic Sites Survey, Charleston County (SC) 1989*
- Mount Pleasant Historic Sites Survey, Town of Mt. Pleasant (SC) 1988*
- Sullivan's Island Historic Sites Survey (SC) 1987*
- Lancaster County Historic Sites Survey (SC) 1986*
- Aiken County Historic Sites Survey (SC) 1986*

*while with Preservation Consultants, Inc.



National Register Nominations

Mr. Schneider has completed numerous individual, district and multiple property nominations to the National Register of Historic Places. He has extensive experience with rural historic landscape designation including completion of a major multiple property documentation project for the Historic Farming Resources of Lancaster County, Pennsylvania. In addition, he has completed nominations on a diverse range of resources.

Multiple Resource

- Historic Resources of Sullivan's Island, SC, 2007
- Historic Farming Resources of Lancaster County, Lancaster, PA, 1993

Historic Districts

- Downtown Chattanooga Historic District, Chattanooga (TN), 2016
- Ice House and Water Avenue Historic Districts Updates, Selma (AL) 2016
- Collegeville Historic District, Birmingham (AL), 2015
- Old Town Selma H.D. Update, Selma (AL) 2015
- Oakleigh Garden H.D. Update, Mobile (AL) 2015
- Birmingham Wholesale & Warehouse H.D., Birmingham (AL), 2014
- Downtown Birmingham H.D. Update and Expansion, Birmingham (AL), 2014
- Downtown Attalla (AL), 2013
- Demopolis (AL), 2012
- Downtown Fayette (AL), 2012
- Downtown Houston (MS), 2012
- Pepperell Mill and Mill Village (AL), 2012 (with Evelyn Causey)
- Downtown Montevallo (AL), 2012 (with History Matters)
- City of Foley Downtown Historic District Update, Foley (AL), 2012
- Downtown Guntersville (AL), 2012
- Waynesboro (MS), 106 mitigation, 2011
- Birmingham Railroad District, Birmingham (AL), DOE 2010 (DOE only)
- Town of Magnolia Springs (AL), 2011
- Lowe Mill Village H.D., Huntsville (AL), 2011
- Dallas Mill Village H.D., Huntsville (AL), 2011
- Dees Store & Pecan Company, Grand Bay (AL), 106 mitigation, 2010 (DOE only)
- Downtown Anniston Historic District, Anniston (AL), with PS King Associates, 2010
- Townley Historic District, Townley (AL), 106 mitigation, 2009 (DOE only)
- Lincoln Mill and Mill Village Historic District, Huntsville (AL), 2009
- Merrimack Mill Village H.D., Huntsville (AL), 2009
- Sulligent Historic District, Sulligent (AL), 106 mitigation, 2008
- Ensley Historic District, Birmingham (AL), 2008
- Downtown Sheffield H.D., Sheffield (AL), 2008
- Sullivan's Island, Atlanticville, Moultrieville, Ft. Moultrie Quartermaster's Historic Districts, Sullivan's Island (SC), 2006
- Post Headquarters Historic District, Industrial Historic District, 800 Area Historic District, Ammunition Storage Historic District, Anniston (AL), 2005
- Collinsville Historic District, Collinsville (AL), 2004
- Ide/Profile Cotton Mill and Mill Village Historic District, Jacksonville (AL), 2003
- Gurley Historic District, Gurney (AL) 2003.
- Woodland Neighborhood, Birmingham (AL) 2002.
- Piedmont Downtown Historic District, with Linda Nelson, Piedmont (AL) 2002
- Standard-Coosa-Thatcher Mill District, Piedmont (AL), with Linda Nelson, 2002
- Daviess County Amish Traditional Cultural Landscape, Daviess County (IN) 2000 (DOE only)
- Village of Maytown, Maytown (PA) 2003 (unrealized)
- Beaufort NHL District, nomination revision, Beaufort

(SC) 2000

- Mill Creek Valley, DOE, boundary justification, Lancaster Co. (PA) 1994
- Old Downtown Transportation Historic District (unrealized), Harrisburg (PA) 1996
- Lancaster Historic District, Lancaster (PA), survey report, eligibility determination, 1995
- Pineville Historic District, Berkeley Co., SC, 1991
- Hobcaw Barony, draft, completed by Sarah Fick, Georgetown Co. (SC) 1988*
- Buchanan Park Water Towers, DOE, Lancaster Co. (PA) 1992
- Garden Hills Historic District, Atlanta (GA), survey and nomination, 1986*

Individual

- John C. Grimsley House, Fayette (AL) 2016
- Evergreen School, Evergreen (AL), 2016
- Wharton/Chappell House, Montgomery (AL), 2015
- Prentiss Institute, Prentiss (MS), 2014
- Columbia (MS) Country Club, 2014
- Grove Court Apts., Montgomery (AL) 2013
- Howell School, Dothan (AL) 2013
- Moore-Webb Plantation, Folsom (AL), 2011
- Wadley Train Depot, Wadley (AL), 2010
- Campbell, Archer, Farmhouse, Wren (AL), 2010 (DOE only)
- Guntersville Post Office, Guntersville (AL), 2009
- Belcher-Nixon Building, Ensley (AL), 2009
- Shoal Creek Dam, Montevallo (AL) 2009 (DOE)
- Ramsay-McCormack Building, Ensley (AL) 2008
- Vines Furneral Home, Lafayette (AL) 2007
- Jonathon Bass House, Leeds, (AL) 2007
- Asa Johnston House, Johnsonville (AL) 2006
- Jenkins Farmhouse, Opelika (AL) 2006
- Townsend/Gullatt Farm, Hollywood (AL) 2005
- Flint Ridge Building, Birmingham (AL) 2003
- D.C. Cooper House, Oxford (AL) 2003
- Gragg-Wade Field, Clanton (AL) 2003
- Ingalls Iron Works, Birmingham (AL) unrealized
- Holley Farmhouse, mitigation, Jordan (AL) 2002 (DOE only)
- Nathaniel Ellmaker House, Gap (PA) 2002
- Samuel Johnson House, Buhl (AL) 2001
- New Holland Machine Co., New Holland (PA) 2000
- Wm. Montgomery House, Lancaster (PA) 2000
- Watt and Shand Store, Lancaster (PA) 1999
- Harmish Farm, Lancaster Co. (PA) 1998
- Mumma Warehouse, Landisville (PA) 1997
- Peter Reyer Farm, Lancaster Co. (PA) 1996
- Nissly Chocolate Factory, Salunga (PA) 1996
- Conestoga Cork Works, Lancaster (PA) 1995
- Parkesburg School, Parkesburg (PA) 1995
- Speedwell Forge, Survey and initial draft, Lancaster Co. (PA) 1995
- David Davis, Bausman, Windom Mill, Shreiner Farms, Lancaster Co. (PA) 1994
- Christian Herr Farm, Lancaster Co. (PA) 1994
- Habecker Farm, Lancaster Co. (PA) 1994
- Edward Davies House, Lancaster Co. (PA) 1991
- Village Inn, Bird-In-Hand (PA) 1991
- Thomas Stanley Alvis House, Brierfield, Bibb County (AL) 1989





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: 10.04.16
PAGE:1

SUBJECT: Authorization for Community Development Director, Buddy Sanders to attend the MS Municipal League 2016 Small Town Conference in Natchez, MS, October 11-13, 2016 for educational attainment; requesting advance travel not to exceed \$486.64

AMOUNT & SOURCE OF FUNDING
001-190-610-350

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move to approve travel for Community Development Director, Buddy Sanders to attend the MS Municipal League 2016 Small Town Conference in Natchez, MS, October 11-13, 2016 for educational attainment; requesting advance travel not to exceed \$486.64

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT
CITY OF STARKVILLE
CITY HALL

NAME: Buddy Sanders

DATE: October 11-13, 2016

DEPARTMENT: Community Development

FUND: 001-190-610-350

PURPOSE OF TRIP: To attend 2016 MML Small Town Conference October 11-13, 2016
Natchez Convention Center; Natchez, MS

Please make check payable to: Buddy Sanders

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$ 84.00

TRAVEL (POV): \$

TRAVEL (COV): \$ No mileage claimed

HOTEL: \$289.64

Registration fee: \$95.00

TOTAL \$468.64

EMPLOYEE SIGNATURE

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
10./11/2016			23.00	5.00	\$28.00
10/12/2016			23.00	5.00	\$28.00
10/13/2016			23.00	5.00	\$28.00
TOTAL:			\$69.00	\$15.00	\$84.00

MILEAGE TRAVELED

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
10/11/2016	Starkville, MS	Natchez, MS		No mileage claimed (COV)	No mileage claimed (COV)
10/13/2016	Natchez, MS	Starkville, MS		No mileage claimed (COV)	No mileage claimed (COV)
TOTAL:					



MISSISSIPPI MUNICIPAL LEAGUE

2016 Small Town Conference

OCTOBER 12-13, 2016 • NATCHEZ CONVENTION CENTER • NATCHEZ, MS

Registration Form (PLEASE PRINT LEGIBLY)

Full Name _____ Title _____

City/Organization _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Cell Phone _____ E-mail _____

Check Applicable Registration Fees

One Registration Form per Attendee

Early Registration

(Postmarked by 9/26/16)

☐ \$85 Member/Associate Member

☐ \$35 Guest/Spouse Fee
(Covers all meal events)

Guest Name _____

Late Registration

(After 9/26/16)

☐ \$95 Member/Associate Member
Name badges will be printed on-site

Non-Member Registration

☐ \$95 Non-Member Registration Fee
No Early Discount for non-members

Please return completed registration form
and payment to the MML office:
600 East Amite Street, Suite 104
Jackson, Mississippi 39201
601-353-5854 / 800-325-7641
Fax 601-353-6980 / 601-353-0435
www.mmlonline.com

facebook.com/msmunicipalleague

@mmlonline

Small Town Conference Hotels

~~Natchez Grand Hotel~~ **SOLD OUT** ~~Host Hotel~~

Single or Double.....\$129/night
1-866-488-0898 or 601-446-9994
Ask for MS Municipal League Block

~~Dunleith Historic Inn~~ **SOLD OUT**

.....\$150/night
\$2/per person/day breakfast gratuity
\$10 one time charge housekeeping
and bellman
1-800-433-2445
Ask for MS Municipal League

Magnolia Bluffs Casino & Hotel

Single or Double.....\$99/night
601-861-4600
Ask for STC16

~~Hampton Inn & Suites~~ **SOLD OUT**

Single or Double.....\$129/night
601-446-6770
Ask for Small Town Conference

Holiday Inn Express & Suites

.....\$109/night
601-442-4462
Ask for MS Municipal League rate

Method of Payment

Check # _____

We accept the following credit cards

☐ VISA ☐ MC ☐ Discover

To make a payment using one of these
cards, please contact the MML Office
at 601-353-5854.

*All on-site payments must be
made with debit or credit cards
only. No cash or check
purchases will be allowed.*

*All cancellation requests must be
submitted in writing no later than
September 12, 2016 (30 days
before the event start date) and will
result in a \$10 cancellation fee.
To cancel a registration, please
contact Tiffany Bush at
tbush@mmlonline.com*

**NO REFUNDS GIVEN AFTER
30 DAY GRACE PERIOD.**

2016 MML Small Town Conference Agenda

October 12-13, 2016

Natchez Convention Center; Natchez, MS

Wednesday, October 12, 2016

7:30 a.m.- 4:30 p.m. Registration

7:30 a.m.- 8:30 a.m. Continental Breakfast with Platinum Sponsors

8:30 a.m.- 11:45 a.m. CMO Core Courses:

Room: New Orleans Basic Municipal Organization; Dr. Dallas Breen, Interim Executive Director, *Stennis Institute of Government & Community Development, MSU* (5 CMO Basic Credits)

Room: St. Francisville Advanced Community Development; Stacy Pair, State Coordinator, *Mississippi Main Street* (5 CMO Advanced Credits)

Room: St. Louis/Memphis Professional Development: Employment Law 101: A Crash Course in Personnel Management; Todd Butler, Attorney, *Phelps Dunbar LLP* (3 CMO Professional Development Credits)

Room: Concordia/Vicksburg Elected Officials & Department Heads: How to Govern through Compromise; Patrick Miller, Extension Instructor, and Terence Norwood, Extension Instructor, *Center for Government & Community Development, MSU Extension Service* (3 CMO Elective Credits)

11:45 a.m.- 1:00 p.m. Opening General Session Luncheon Nashville Room

- **Welcome;** Mayor Darryl Grennell, *City of Natchez*
- **Small Town Conference Report;** Alderwoman Carrie Moulds, *City of Lucedale, 2016 Small Town Conference Committee Chairman*
- **Wildflower Trails of Mississippi;** Dr. J. Brett Rushing, Assistant Research/Extension Professor, *MSU*

1:15 p.m.- 2:15 p.m. Concurrent Educational Sessions

Track 1- General

Room: St. Louis/Memphis Navigating Your Way through the New Wage and Hour Rules; Todd Butler, Attorney, *Phelps Dunbar LLP* (1 CMO Elective Credit)

Track 2- Utilities

Room: Concordia/Vicksburg Are Small Cell Antennas and Not so Small Cell Antennas Coming to Your City?; Greg Fender, President, *Local Government Services, LLC* (1 CMO Elective Credit)

Track 3- Disaster Preparedness & Response

Room: St. Francisville Disaster Recovery Do's & Don'ts; Lee Smithson, Executive Director, and Ray Coleman, Public Information Officer, *MEMA* (1 CMO Elective Credit)

Track 4- Quality of Life

Room: New Orleans Downtown Development: Looking Beyond Retail; Dr. Joe Fratesi, Project Director, and Jeremy Murdock, Research Associate, *Stennis Institute of Government & Community Development, MSU* (1 CMO Elective Credit)

2:30 p.m.- 3:30 p.m. Concurrent Educational Sessions

Track 1- General

Room: St. Louis/Memphis Overview of 2017 Municipal Elections; Kim Turner, Assistant Secretary of State, Elections Division, and Hawley Robertson, Senior Attorney, Elections Division, *MS Secretary of State's Office* (1 CMO Elective Credit)

Track 2- Utilities

Room: Concordia/Vicksburg SRF Funding & Compliance Concerns for Municipalities; Tony Caldwell, Environmental Engineer, *MDEQ*; William Moody, Director, *MS State Department of Health* (1 CMO Elective Credit)

Track 3- Disaster Preparedness & Response

Room: St. Francisville Control During Chaos: Tools to Remain in Charge; Anne Hilbun, MPPA, MEP, Extension Instructor, *Center for Government & Community Development, MSU Extension Service* (1 CMO Elective Credit)

Track 4- Quality of Life

Room: New Orleans

Becoming Bicycle & Pedestrian Friendly on a Budget; Melody Moody-Thortis, Executive Director, *Bike Walk Mississippi* (1 CMO Elective Credit)

3:30 p.m.- 4:00 p.m.

Refreshment Break with Platinum Sponsors

4:00 p.m.- 5:00 p.m.

Concurrent Educational Sessions

Track 1- General

Room: St. Louis/Memphis

How to Keep My Community Safe from Mosquitoes; Sharon Sims, WNV Support, Research & Education, *MS Mosquito & Vector Control Association* (1 CMO Elective Credit)

Track 2- Utilities

Room: Concordia/Vicksburg

MDEQ Office of Community Engagement: What Can It Do for My City; Dr. Jason Barrett, Assistant Extension Professor, *Center for Government & Community Development, MSU Extension Service*; Melissa Collier, Director, *Office of Community Engagement, MDEQ* (1 CMO Elective Credit)

Track 3- Disaster Preparedness & Response

Room: St. Francisville

Mississippi Emergency Access Program; Moshui Knox, Manager/Government Affairs, *ERITN* (1 CMO Elective Credit)

Track 4- Quality of Life

Room: New Orleans

How Mississippi Cities & Towns are Creating Opportunities for Healthy Lifestyles; Mayor Jimmy Clyde, MML President, *City of Magee*; Mayor Jimmy Cockroft, *City of Kosciusko*; Mayor Mel Hawthorne, *Town of Vaiden* (1 CMO Elective Credit)

5:15 p.m.

Welcome Reception Block Party *Sponsored by the City of Natchez; Located behind the Natchez Grand Hotel on Broadway St.*

Thursday, October 13, 2016

7:30 a.m.- 8:30 a.m. **Registration**

8:00 a.m.- 10:00 a.m. **General Session Breakfast** **Nashville Room (2 CMO**

Elective Credits)

- **Mississippi Mayors Forum Announcement**; Dr. Dallas Breen, Interim Executive Director, *Stennis Institute of Government & Community Development, MSU*
- **MML Legislative Update**; Shari Veazey, Executive Director, *MML*
- **Steal this Idea: A Panel Discussion of Successful Ideas You Can Replicate in Your Town**
- **Door Prize Drawings** (Must be present to win)

Conference Adjourns

Educational Tracks

Track 1- General: These sessions cover a variety of topics that will assist local leaders as they make decisions that benefit their community.

Track 2- Utilities: Attendees of this track will become better prepared to handle utility issues such as communications equipment in public rights-of-ways and water & sewer infrastructure.

Track 3- Disaster Preparedness & Response: These sessions will provide attendees with information to prepare for and successfully respond to disasters.

Track 4- Quality of Life: These sessions cover issues that affect the quality of life for citizens, from revitalizing downtowns to walkability to healthy lifestyles.

From: Natchez Grand Hotel and Suites [<mailto:reservations@natchez.com>]

Sent: Tuesday, September 27, 2016 3:13 PM

To: j.beeland@cityofstarkville.org

Subject: Natchez Grand Hotel and Suites- confirmation

Dear Buddy Sanders,

Thank you for booking at the Natchez Grand Hotel and Suites. Please print this page for your records.

The Natchez Grand Hotel and Suites offers personalized services to give our guests an insider's view of historic Natchez. This includes assistance with Carriage Ride tours, Antebellum Home tours, in-room amenities for special occasions, restaurant reservations, and much more. We recommend that your visit includes dining at Monmouth Historic Inn's Restaurant 1818, the only true Antebellum Home dining experience in Natchez. Romantic, Golf, and other seasonal packages are available. For any special needs or requests, please feel free to contact us prior to your arrival. For most special requests, at least 72 hours' notice is required. Please call 601-446-9994, or click this link to customize your visit to Natchez:

<http://www.natchezgrandhotel.com/ptouch/>

Your hotel reservation is confirmed and your confirmation number is 12126161.

1) Hotel information

Name:	Natchez Grand Hotel and Suites
Address:	111 S. Broadway St., Natchez, Mississippi, United States, 39120
Telephone:	601.446.9994
Fax:	601.446.9957
Toll Free:	866.488.0898
Email:	reservations@natchez.com
Website:	http://www.natchezgrandhotel.com

2) Guest information

Name:	Buddy Sanders
Address:	503 COTTONWOOD DR

Starkville MS 39759

Telephone: 6627690792

Email: j.beeland@cityofstarkville.org

Company name: MS Municipal League

3) Room information

Confirmation #: 12126161

Room type: Deluxe Double Queen- Historic City View

Rate: MS Municipal League (tent)

Check-in: 04:00 PM Tuesday October 11, 2016

Check-out: 11:00 AM Thursday October 13, 2016

Rooms: 1

Nights: 2

Adults: 1

Value Package: \$9.95

Cancellation policy: The Natchez Grand Hotel and Suites requires at least a 72 hour notice prior to your arrival date to avoid penalty. Reservations that are not cancelled at least 3 days prior to arrival will be penalized 1 night's room and tax. The 1st nights room and tax will be charged within 72 hours of arrival. If your credit card is declined prior to your arrival date, your reservation will be cancelled. The hotel does enforce an early departure fee of one night room and tax.

During Balloon Race 10/14-16: Reservations will be charged 30 days prior to arrival. All reservations can be canceled 30 days prior to arrival with full refund. Any reservations cancelled after 30 days prior to arrival will forfeit their full payment.

For Advance Purchase Package: Reservations must be booked at least 21 days in advance and is NON-REFUNDABLE.

Guarantee policy: The Natchez Grand Hotel may authorize the full amount of your stay 72 hours prior to the arrival date. When booking your reservation, the Natchez

Grand Hotel reserves the right to authorize your card to confirm validation only. The hotel also charges a Value Package Fee of \$9.95 per night, which includes Light American style breakfast, 24 hour access to our business center with wireless, high-speed Internet access, 24 hour fitness room access, unlimited local and long distance telephone calls, outdoor pool access, and usage of the in room safe with up to \$20,000 insurance. This is a mandatory fee by the hotel. AAA/AARP discounts are only valid with proper ID card upon check in to hotel. In order for pre-approved Government per diem rates to be valid, the government-employed guest must present a government I.D. and a credit card or check issued by the affiliated government agency/entity as the form of payment upon check-in.

Parking policy: Self parking is available on property at the hotel and is included as part of the VALUE ADDED PACKAGE.

Guest agreement: The guest has agreed to the cancellation and guarantee policies

4) Rate information (USD)

Room cost:	258.00 (129.00 avg. per/night per/ Room)
Value Package:	19.90 Value Package
Sub-total	277.90
Occ Tax	4.00
City	7.74
Total cost	289.64
Payment #1:	289.64 Cash/Check
Balance due	0.00

The Natchez Grand Hotel & Suites has a VALUE-ADDED PACKAGE of \$9.95 per room per night.

Your VALUE-ADDED PACKAGE includes a Jump start Breakfast, unlimited internet access, use of our Business Center, Fitness Center & Swimming Pool, unlimited use of our high-speed wireless internet throughout our hotel, and on-site self parking.



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 10.04.16
PAGE: 1

SUBJECT: Authorization for the Mayor to sign the Memorandum of Understanding (MOU) made by and between the Mississippi Transportation Commission and the City of Starkville for the developing plans for the installation of a concrete median and signal improvements on MS Hwy 12 from near MS Hwy 25 to near Blackjack Road in Oktibbeha County under Project Number STP-0018-03(021); City Attorney has reviewed MOU and approves language and its content.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering and Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

SUGGESTED MOTION: Move to authorize the Mayor to sign the Memorandum of Understanding (MOU) made by and between the Mississippi Transportation Commission and the City of Starkville for the developing plans for the installation of a concrete median and signal improvements on MS Hwy 12 from near MS Hwy 25 to near Blackjack Road in Oktibbeha County under Project Number STP-0018-03(021); City Attorney has reviewed and approves language and content of MOU.

MEMORANDUM OF UNDERSTANDING

WHEREAS this Agreement is made by and between the Mississippi Transportation Commission (hereinafter "MTC"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation (hereinafter "MDOT"), and the City of Starkville, Mississippi (hereinafter the "City"), effective as of the last date of execution shown below; and

WHEREAS, MDOT is developing plans for the installation of a concrete median and signal improvements on MS Hwy 12 from near MS Hwy 25 to near Blackjack Road in Oktibbeha County under Project Number STP-0018-03(021)/106863 (hereinafter the "Project"); and

WHEREAS, some of the improvements lie within the public Right of Way of City Streets; and

WHEREAS, the City desires to install and maintain future aesthetic improvements, including landscaping, within the available limits of the installed median; and

WHEREAS, the City has requested, and the MTC has agreed, that the City be allowed to make and maintain these future aesthetic improvements within the guidelines of MDOT policies.

NOW THEREFORE, for and in consideration of the premises and agreements contained herein, and the benefits accruing to each, MTC and the City mutually agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The duties and responsibilities of the City are as follows:

1. The City hereby grants unto the COMMISSION, without cost to the Commission, an easement on, over and across all City street rights of way within the construction limits as shown on the plans for the "Project" for the purpose of constructing aforesaid project.

2. The City shall upon completion of the “Project” and the designated alterations and changes on all City streets, resume responsibility of maintenance of said City Right of Way upon notice from the COMMISSION.

3. The City shall develop a plan for aesthetic improvements within the constructed median according to MDOT policies and submit this plan to MDOT for approval through normal permitting procedures.

4. The City shall bear all costs for the installation and maintenance of these aesthetic improvements.

5. During the course of the Project, the City shall provide to the contractor for the Project and MDOT staff, the direct contact information of the City’s representative that is authorized to provide input and guidance on behalf of the City for placement of conduits from the median to outside the shoulder, which will allow future irrigation to be installed by the City.

6. Due to the nature of the Project and the historical placement of underground utilities along the limits of the Project, the City shall provide to the contractor for the Project and MDOT staff, the direct contact information of the City’s representative that is authorized to provide input and guidance on behalf of the City of the maintained utilities. Said representative must be available for response 24 hours a day.

B. The duties and responsibilities of MTC are as follows:

1. The MTC shall, construct by contract said improvement to MS Highway 12 in reasonable accordance with the plans and specifications for Project Number STP-0018-03(021)/106863.

2. The MTC shall, as part of the Project, provide median areas within the limits of the Project prepared for future landscaping, including backfilling with topsoil and covering with hardwood mulch.
3. The MTC shall review plans developed by the City for aesthetic improvements for compliance with current policies and, upon approval, shall issue permits to the City for installation and maintenance of these improvements.
4. The MTC shall, as part of the Project, install a conduit from the prepared median areas within the limits of the Project prepared for future landscaping, including backfilling with topsoil and covering with hardwood mulch.
5. The MTC shall, maintain the City Right of way within the construction limits of the Project during the duration of the Project.

ARTICLE II. GENERAL PROVISIONS

A. MTC and the City further agree to the following:

1. Both parties agree that this document constitutes the entire agreement between the parties and that there are no other agreements, oral or written, between the parties that affect this subject matter.
2. That MTC executes its orders and directives through MDOT. All notices and correspondence with the MTC shall be directed to the designated agent shown below. Similarly, the City executes all of its orders and directives through the Office of the Mayor of the City of Starkville. All notices and correspondence with the City shall be directed to the agent shown below. All notices and correspondence shall be considered delivered upon receipt at the locations or

telephone numbers listed below. All modifications to this Agreement must be submitted in writing through the designated agents and signed by the parties before they can take effect.

Oral agreements cannot serve to modify this Agreement.

The designated agents for the parties are:

MISSISSIPPI TRANSPORTATION COMMISSION

Melinda L. McGrath, PE

Executive Director

MS Department of Transportation

Post Office Box 1850

Jackson, MS 39215-1850

Tele: (601) 359-7002

Fax: (601) 359-7050

CITY OF STARKVILLE, MISSISSIPPI

Parker Wiseman

Mayor

110 West Main Street

Starkville, MS 39759

Tele: (662) 323-2525

AND NOW, having agreed as set out in the above three (3) pages, MDOT has executed this Memorandum this _____ day of _____, 2016.

MISSISSIPPI TRANSPORTATION COMMISSION

By: _____

Melinda L. McGrath, PE

Executive Director

MS Department of Transportation

AND NOW, having agreed as set out in the above three (3) pages, the City has executed this Memorandum this _____ day of _____, 2016.

THE CITY OF STARKVILLE, MS

By: _____

Parker Wiseman, Mayor

City of Starkville



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 10.04.16
PAGE: 1

SUBJECT: Accept the low quote from Terry Stidham Construction in the amount of \$5,132.00 for the Hiwassee Drive drainage improvement Project to be paid from Ward 5 discretionary funds and authorization for the Mayor to execute a contract with said contractor which includes a contract time of 25 calendar days.

AMOUNT & SOURCE OF FUNDING

001-600-948-875 Ward 5 discretionary

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering and Street

DIRECTOR'S

AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Attached is a proposed plan which includes drainage improvements on Hiwassee Drive. This project will help alleviate some erosion issues caused by stormwater runoff.

We received three quotes and they are as follows:

Hester Fence and Construction	\$9,400.00
Groundstone Construction	\$8,256.00
Terry Stidham construction	\$5,132.00

SUGGESTED MOTION: Move to accept the low quote from Terry Stidham Construction in the amount of \$5,132.00 for the Hiwassee Drive drainage improvement Project to be paid from Ward 5 discretionary funds and authorization for the Mayor to execute a contract with said contractor which includes a contract time of 25 calendar days.

NOTE: CONTRACTOR TO COORDINATE WITH
ENGINEER ON FINAL GRADES OF CONCRETE FLUME.



DATE: SEPTEMBER 2016 REVISIONS:
DESIGNED BY: ECK
DRAWN BY: CAB
CHECKED BY: ECK
SCALE: 1" = 20'
PROJECT # 16026
SHEET NUMBER #

HIWASSEE DRIVE
DRAINAGE IMPROVEMENTS
STARKVILLE, MS
PROPOSED IMPROVEMENTS

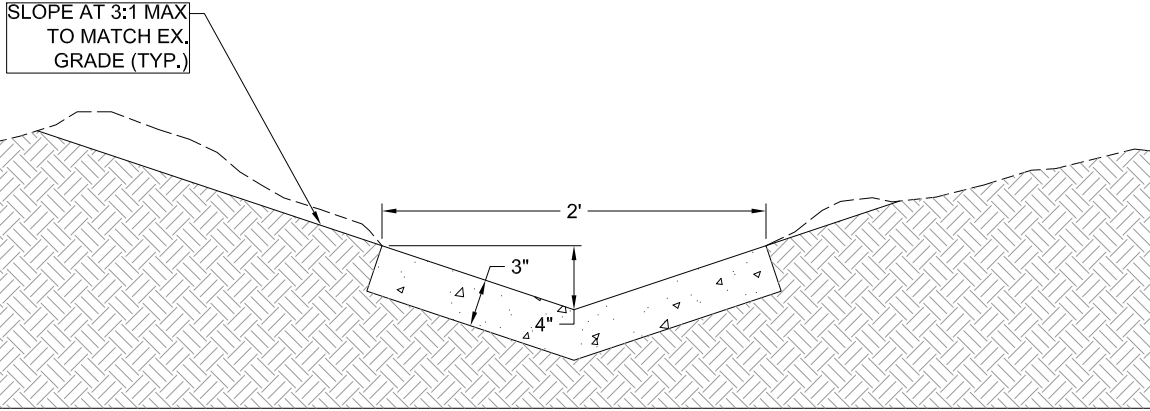


HISTORIC STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
101 E. Lampkin Street, Starkville, MS 39759
V: 662-323-2525 F: 662-323-4143

C1.0

GENERAL CONSTRUCTION NOTES

1. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, CONTRACTOR RESPONSIBLE FOR MAKING **8-1-1 CALL** FOR THE LOCATION OF ALL PERTINENT UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE AND LOCATION OF ALL UNDERGROUND UTILITIES ALONG THE ROUTE OF WORK PRIOR TO COMMENCING ANY NEW CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY UTILITIES AND THE NECESSARY RELOCATION THEREOF.
2. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION THE CONTRACTOR SHALL PROVIDE THE CITY ENGINEER OR HIS ASSISTANT 24 HOURS NOTICE.
3. CONTRACTOR TO NOTIFY CITY OF STARKVILLE DURING CONSTRUCTION FOR INSPECTION. CONTACT CODY BURNETT (662) 397-0357.
4. CONTRACTOR SHALL FURNISH/INSTALL ALL MATERIALS/SERVICES NECESSARY TO COMPLETE THE DRAWINGS AND SPECIFICATIONS UNLESS NOTED OTHERWISE, AND PROVIDE ALL LABOR, TRANSPORTATION, EQUIPMENT, AND SERVICES NECESSARY TO PERFORM WORK.
5. CONTRACTOR RESPONSIBLE FOR REMOVAL, LOADING, HAULING AND DISPOSAL OF DEMOLISHED MATERIALS INCLUDING EXCESS EXCAVATION. ANY EXCESS EXCAVATION ACCUMULATED, AS WELL AS ITS HAUL OFF THEREOF, SHOULD BE CONSIDERED AS A **SUBSIDIARY DUTY** AND IS TO BE PAID FOR UNDER OTHER CONTRACTUAL PAY ITEMS.
6. CONTRACTOR RESPONSIBLE FOR ESTABLISHING ALL REQUIRED SLOPES FOR PROPOSED CONCRETE FLUME. SLOPES SHOULD BE CHECKED AND CONFIRMED BY ENGINEER PRIOR TO THE POURING OF CONCRETE.
7. CONTRACTOR RESPONSIBLE FOR ENSURING THAT ALL POURED CONCRETE FLUME PROMOTES POSITIVE DRAINAGE IN A DOWNSTREAM DIRECTION AND THAT THERE WILL BE NO STANDING WATER DUE TO LOW SPOTS IN THE FLUME.
8. CONTRACTOR RESPONSIBLE FOR EROSION CONTROL (I.E. NO SILT IN YARDS OR STORM DRAINS).
9. CONTRACTOR RESPONSIBLE FOR TRAFFIC CONTROL AND FOR MAINTAINING ACCESS THROUGH THE JOB SITE AFTER DAILY CONSTRUCTION HAS CEASED. CONTRACTOR TO COORDINATE WITH AFFECTED PROPERTY OWNERS TO PROVIDE ACCESS TO DRIVEWAYS AS NEEDED.
10. CONTRACTOR TO REMAIN WITHIN BOUNDS OF TEMPORARY CONSTRUCTION EASEMENT. ANY ADDITIONAL EASEMENT THAT MAY BE REQUIRED SHOULD BE ACQUIRED BY THE CONTRACTOR. CONTRACTOR TO COORDINATE WITH ENGINEER ON ESTABLISHING BOUNDS OF TEMPORARY CONSTRUCTION EASEMENT PRIOR TO DEMOLITION AND CONSTRUCTION.
11. CONTRACTOR RESPONSIBLE FOR LEAVING WORK SITE IN CLEAN AND PRESENTABLE MANNER.
12. CONTRACTOR TO PROTECT EXISTING PAVEMENTS AND ANY OTHER ITEMS NOT DESIGNATED FOR REMOVAL INCLUDING BUT NOT LIMITED TO ANY FENCING, LANDSCAPING, TREES, STORM PIPE, AND STRUCTURES. ANY DAMAGE TO EXISTING STRUCTURES SHALL BE REPAIRED AT NO EXPENSE TO THE CITY PRIOR TO THE ACCEPTANCE OF COMPLETED IMPROVEMENTS.
13. CONTRACTOR RESPONSIBLE FOR TYING PROPOSED CONCRETE FLUME INTO EXISTING STORM PIPE.
14. CONTRACTOR RESPONSIBLE FOR ESTABLISHING PERMANENT VEGETATION FOR ALL DISTURBED AREAS INCLUDING BUT NOT LIMITED TO STRAW, HAY, FERTILIZER, AND SEEDING. ESTABLISHMENT OF PERMANENT VEGETATION SHOULD BE CONSIDERED AS A **SUBSIDIARY ITEM** TO BE PAID FOR UNDER THE PRICE OF CONCRETE FLUME.
15. ALL QUANTITIES ARE ESTIMATED AND ARE SUBJECT TO CHANGE. IN THE CASE OF ANY DISCREPANCIES IN ESTIMATED VERSUS ACTUAL QUANTITIES, UNIT PRICES SHALL GOVERN.



1 2' WIDE CONCRETE FLUME: TYPICAL DETAIL NTS

ESTIMATED QUANTITIES			
ITEM #	PAY ITEM	QUANTITY	UNIT
1	CONCRETE DRAINAGE FLUME (2' WIDE)	400.0	SF
2	100# RIP RAP	14.0	TN

HIWASSEE DRIVE
DRAINAGE IMPROVEMENTS
STARKVILLE, MS
DETAILS, NOTES, & QUANTITIES

DATE: SEPTEMBER 2016
DESIGNED BY: ECK
DRAWN BY: CAB
CHECKED BY: ECK
SCALE: AS SHOWN
PROJECT # 16026
SHEET NUMBER # C2.0

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE ENGINEERING DEPT.
101 E. Lampkin Street, Starkville, MS 39759
V: 662-323-2525 F: 662-323-4143



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 10.04.16
PAGE: 1

SUBJECT: Authorization to add New Light Road to the 2016 Street Improvement list with the funding for this project to come from Ward 2 discretionary funds.

AMOUNT & SOURCE OF FUNDING

001-600-948-872
Ward 2 Improvements

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering and Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Attached is a cost estimate for patching, overlaying and striping a portion of New Light Road.

All projects are to be paid from Ward 2 discretionary funds

SUGGESTED MOTION: Move to approve adding New Light Road to the 2016 Street Improvement list with the funding for this project to come from Ward 2 discretionary funds.

HISTORIC
STARKVILLE
 MISSISSIPPI'S COLLEGE TOWN
 THE CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 WEST MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE- 2016 STREET IMPROVEMENT PROGRAM

Additional Ward 2 Street Improvement Projects and Estimated Costs

9/19/2016

ROADWAY MAINTENANCE PROJECTS											
Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Est. Base/ Leveling Cost	Est. Surface Cost	Estimated Striping Cost	Project Estimated Cost
	(from)	(to)									
ROADWAY MAINTENANCE PROJECTS-WARD 6											
New Light Road	Previous Overlay	County Line overlay	1150	22	Patching, Overlay, Striping	23	232	\$3,353	\$33,926	\$2,717	\$39,996
Total			0.22	miles						Total	\$39,996

*Asphalt Surface Unit Price = \$128/ Ton



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 10.04.16
PAGE: 1

SUBJECT: Authorization to add Banyan Road to the 2016 Street Improvement list to provide base repairs and leveling at a cost not to exceed \$15,000 with the funding for this project to come from Ward 3 discretionary funds.

AMOUNT & SOURCE OF FUNDING

001-600-948-873
Ward 3 Improvements

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Engineering and Street

**DIRECTOR'S
AUTHORIZATION:** Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

All repairs are to be paid from Ward 3 discretionary funds

SUGGESTED MOTION: Move to approve adding Banyan Road to the 2016 Street Improvement list to provide base repairs and leveling at a cost not to exceed \$15,000 with the funding for this project to come from Ward 3 discretionary funds.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE: 10-04-2016
PAGE: 1 of several

SUBJECT: Claims Docket through September 30, 2016

AMOUNT & SOURCE OF FUNDING: FY 2015 – 2016 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending September 30, 2016 is \$4,822,024.35
Of which the claims amount for Starkville Utilities is \$4,320,355.21

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION: Approval of Claims Docket #10-05-16a for claims from all departments through September 30, 2016 as listed.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE DAILY NEWS	INV0019528	09/29/2016	ADVERTISING DUE FROM WATER DEPT	001-000-053-206	157.64
STARKVILLE DAILY NEWS	INV0019529	09/29/2016	ADVERTISING DUE FRM SED	001-000-054-205	315.28
MUSCULAR DYSTROPHY ASSO	00016630	09/29/2016	MDA DONATION	001-000-160-697	1.00
RACKLEY OIL INC.	000441462	09/29/2016	FUEL INVENTORY	001-000-070-251	12,390.30
PROGRAPHICS, INC.	69299	09/30/2016	H15722 PINK HEALS	001-000-160-618	74.50
KENNETH MORGAN	INV0019477	09/28/2016	1331661 OVERPYMT	001-000-149-691	250.00
WAL MART-GENERAL CITY	01531	09/28/2016	REFRESHMENTS - POLICE M11921	001-000-160-698	23.36
SWEET PEPPERS DELI	INV0019489	09/28/2016	REFRESHMENTS -POLICE DEP	001-000-160-698	57.95
MUSCULAR DYSTROPHY ASSO	00016609	09/29/2016	MDA DONATION	001-000-160-697	1,971.00
Outstanding Total:					15,241.03
Department 000 - UNDESIGNATED Total:					15,241.03
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SERVICES, INC	16505165	09/28/2016	HTT26292 /UCORU	001-110-604-330	115.00
CANON FINANCIAL SERVICES, INC	16505171	09/28/2016	QLA19783	001-110-604-330	167.02
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	001-110-604-330	48.46
STRICKLAND COMPANIES	424195-0	09/28/2016	K1428 OFFICE SUPPLIES	001-110-501-200	238.90
STRICKLAND COMPANIES	424345-0	09/28/2016	K1428 OFFICE SUPPLIES	001-110-501-200	133.13
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000-9000-1141-9748	001-110-604-330	50.00
PETTY CASH VOUCHERS	-319	09/29/2016	BUSINESS CARS	001-110-501-200	16.98
STRICKLAND COMPANIES	C-424195-0	09/28/2016	CREDIT INVOICE 424195-0 K1428	001-110-501-200	-42.79
Outstanding Total:					726.70
Department 110 - MUNICIPAL COURT Total:					726.70
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	16505170	09/28/2016	JME15733 /UC15Z	001-120-604-330	63.75
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	001-120-604-330	48.47
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000-9000-1141-9748	001-120-604-330	50.00
BANKFIRST-VISA PAYMENT	INV0019470	09/28/2016	BOA REFRESHMENTS 9/20/16 MEETING	001-120-503-202	33.52
Outstanding Total:					195.74
Department 120 - MAYORS OFFICE Total:					195.74
Department: 123 - IT					
Outstanding					
GARNER COMPUTER SERVICE	1046127	09/28/2016	SUPPLIES IT007PDSW	001-123-600-300	1,880.00
ALARM SECURITIES, INC. dba ASI	30691	09/29/2016	RACK ENCLOSURES	001-123-600-300	7,497.00
ALARM SECURITIES, INC. dba ASI	30692	09/29/2016	FIBER INSTALLATION	001-123-600-300	3,698.92
CANON FINANCIAL SERVICES, INC	16505166	09/28/2016	JWH03501 / DRL72630	001-123-604-330	58.33

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
R&F COMFORT SYSTEMS INC	17916	09/29/2016	CARRIER -CITY HALL SERVER RM	001-123-600-300	5,458.00
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000-9000-1141-9748	001-123-604-330	50.00
UNISTAR-SPARCO COMPUTERS, INC	1234138	09/29/2016	IT0035rsg CABLE VELCRO FASTENER	001-123-501-200	290.00
NORTHEAST EXTERMINATING	295078	09/30/2016	113274 CITY HALL	001-123-630-400	45.00
R&F COMFORT SYSTEMS INC	17904	09/28/2016	MINI SPLIT INSTALLED NEW SERVER RM-CITY HALL	001-123-918-805	5,458.00

Outstanding Total: 24,435.25

Department 123 - IT Total: 24,435.25

Department: 142 - CITY CLERKS OFFICE

Outstanding

STARKVILLE DAILY NEWS	INV0019498	09/29/2016	ADVERTISING 000132	001-142-600-340	68.75
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Outstanding Total: 68.75

Department 142 - CITY CLERKS OFFICE Total: 68.75

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

DEMENT PRINTING COMPAN	0153516-001	09/28/2016	MINUTE BOOKS	001-145-501-200	405.55
CANON FINANCIAL SERVICES, INC	16505165	09/28/2016	HTT26292 /UC0RU	001-145-604-330	115.00
CANON FINANCIAL SERVICES, INC	16505167	09/28/2016	JME09414 /UC15W	001-145-604-330	370.00
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	001-145-604-330	48.46
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000-9000-1141-9748	001-145-604-330	50.00
PETTY CASH VOUCHERS	INV0019488	09/28/2016	BATTERIES FOR SAFE - CCO	001-145-630-400	21.37
CENTER FOR GOVERNMENT & COMMUNITY DEVELOPMENT	INV0019537	09/30/2016	REGISTRATION - L.HARDIN 2016 MASTER MUN.CLERK	001-145-610-350	75.00
LESA HARDIN	INV0019538	09/30/2016	2016 MASTER MUN.CLERK - MILEAGE/MEALS	001-145-610-350	77.00
LESA HARDIN	INV0019538	09/30/2016	2016 MASTER MUN.CLERK - MILEAGE/MEALS	001-145-610-350	51.33

Outstanding Total: 1,213.71

Department 145 - OTHER ADMINISTRATIVE Total: 1,213.71

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	758186	09/29/2016	14896141 V.LOWERY	001-159-620-371	175.00
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Outstanding Total: 175.00

Department 159 - BONDING-CITY EMPLOYEES Total: 175.00

Department: 169 - LEGAL

Outstanding

STARKVILLE DAILY NEWS	INV0019498	09/29/2016	ADVERTISING 000132	001-169-615-342	563.50
STARKVILLE DAILY NEWS	INV0019498	09/29/2016	ADVERTISING 000132	001-169-615-342	220.80
CHARLES BRUCE BROWN, ATTORNEY	INV0019473	09/28/2016	VS L ROLAY	001-169-600-309	200.00
CHARLES BRUCE BROWN, ATTORNEY	INV0019474	09/28/2016	VS R JENKINS	001-169-600-309	200.00
Rob Roberson	INV0019472	09/28/2016	VS D EUBANKS	001-169-600-309	200.00
STEPHANIE	INV0019471	09/28/2016	VS L ROBINSON	001-169-600-309	200.00
MALLETTE,ATTORNEY AT LA					

Outstanding Total: 1,584.30

Department 169 - LEGAL Total: 1,584.30

Department: 180 - HUMAN RESOURCES

Outstanding

STARKVILLE DAILY NEWS	INV0019498	09/29/2016	ADVERTISING 000132	001-180-604-330	388.28
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Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	16505166	09/28/2016	JWH03501 / DRL72630	001-180-604-330	58.33
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	001-180-604-330	48.47
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000-9000-1141-9748	001-180-604-330	50.00

Outstanding Total:	545.08
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Department 180 - HUMAN RESOURCES Total:	545.08
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Department: 190 - CITY PLANNER

Outstanding

STARKVILLE DAILY NEWS	INV0019498	09/29/2016	ADVERTISING 000132	001-190-604-330	625.56
STARKVILLE DAILY NEWS	INV0019498	09/29/2016	ADVERTISING 000132	001-190-604-330	124.68
CANON FINANCIAL SERVICES, INC	16505166	09/28/2016	JWH03501 / DRL72630	001-190-604-330	58.34
CANON FINANCIAL SERVICES, INC	16505170	09/28/2016	JME15733 /UC15Z	001-190-604-330	63.75
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	001-190-604-330	48.46
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000-9000-1141-9748	001-190-604-330	50.00
THE WALKER COLLABORATIVE	9-16	09/29/2016	STK COMP PLAN	001-190-600-300	8,037.30
THE WALKER COLLABORATIVE	INV0019503	09/29/2016	STARKVILLE SEPT 2016 TRIP	001-190-600-300	3,241.50
IEDC - INTERNATIONAL ECONOMIC DEV COUNCIL	INV0019534	09/30/2016	DUES - BUDDY SANDERS	001-190-690-557	364.50
BANKFIRST-VISA PAYMENT	W-10703	09/30/2016	LANDFX	001-190-630-401	3,040.00

Outstanding Total:	15,654.09
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Department 190 - CITY PLANNER Total:	15,654.09
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Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	215175171	09/28/2016	CITY HALL	001-192-510-220	24.64
TCC FACILITES MANAGEMENT, INC	2035	09/29/2016	CITY HALL JANITORIAL SRVS	001-192-600-338	1,100.00
CINTAS	215176885	09/29/2016	CITY HALL	001-192-510-220	24.64
STARKVILLE UTILITIES	INV0019536	09/30/2016	STK ELECTRIC BILLS	001-192-625-380	1,216.28

Outstanding Total:	2,365.56
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Department 192 - GENERAL GOVERN BLDG & PLANT Total:	2,365.56
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Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HUNTER TREES, LLC	16464	09/28/2016	TREES	001-196-637-637	4,995.00
LESLIE DEAN, RLA	403	09/29/2016	ODD FELLOWS UNIV DR 9/19/16	001-196-630-402	1,100.00
LESLIE DEAN, RLA	404	09/29/2016	ODD FELLOWS HWY 182 9/19/16	001-196-630-425	550.00
LESLIE DEAN, RLA	405	09/29/2016	BRUSH ARBOR 9/26/16	001-196-637-637	400.00
PROPET DISTRIBUTORS, INC	114668	09/30/2016	Q1408 DOGIPOT	001-196-630-402	573.35

Outstanding Total:	7,618.35
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Department 196 - CEMETERY ADMINISTRATION Total:	7,618.35
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Department: 197 - ENGINEERING

Outstanding

CANON FINANCIAL SERVICES, INC	16505170	09/28/2016	JME15733 /UC15Z	001-197-604-330	63.75
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	001-197-604-330	48.47
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000-9000-1141-9748	001-197-604-330	50.00

Outstanding Total:	162.22
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Department 197 - ENGINEERING Total:	162.22
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Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 201 - POLICE DEPARTMENT					
Outstanding					
TRI-STARR MUFFLER & BRAKE	549486	09/28/2016	M11923 AUTO REPAIRS F150	001-201-630-360	159.32
TRI-STARR MUFFLER & BRAKE	549516	09/28/2016	M11923 COMPRESSOR KIT /OIL CHANGE #9602	001-201-630-360	791.15
TRI-STARR MUFFLER & BRAKE	549517	09/28/2016	M11923 AUTO MAINT	001-201-630-360	422.17
TRI-STARR MUFFLER & BRAKE	549518	09/28/2016	M11923 SIGNAL BULBS REPAIRED	001-201-630-360	47.53
TRI-STARR MUFFLER & BRAKE	549522	09/28/2016	M11923 AUTO REPAIRS #25	001-201-630-360	285.57
TRI-STARR MUFFLER & BRAKE	549529	09/28/2016	M11923 AUTO REPAIRS #25	001-201-630-360	241.59
TRI-STARR MUFFLER & BRAKE	450107	09/28/2016	M11923 PMC /COIL WIRING	001-201-630-360	558.98
TRI-STARR MUFFLER & BRAKE	450110	09/28/2016	M11923 BATTERY #5	001-201-630-360	265.38
TRI-STARR MUFFLER & BRAKE	450116	09/28/2016	M11923 AUTO REPAIRS	001-201-630-360	226.29
TRI-STARR MUFFLER & BRAKE	450131	09/28/2016	M11923 #17 HEAD LAMP	001-201-630-360	63.16
TRI-STARR MUFFLER & BRAKE	450140	09/28/2016	M11923 OIL CHANGE	001-201-630-360	38.95
INFORMATION TECHNOLOGY SVCS.	CO213Z13235384	09/29/2016	WAN CIRCUIT M11911	001-201-600-300	224.00
TRI-STARR MUFFLER & BRAKE	450102	09/28/2016	M11923 GLUE MIRROR	001-201-630-360	3.49
TRI-STARR MUFFLER & BRAKE	450104	09/28/2016	M11923 OIL CHANGE #26	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	450105	09/28/2016	M11923 OIL CHANGE #22	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	772855	09/28/2016	M11930 #53 HEADLIGHT REPAIRS	001-201-630-360	62.66
TRI-STARR MUFFLER & BRAKE	772857	09/29/2016	M11947 BATTERY	001-201-630-360	271.38
R&F COMFORT SYSTEMS INC	17883	09/28/2016	REPLACE COND PUMP -OLD SERVER RM- POLICE STATION	001-201-600-300	350.11
TRI-STARR MUFFLER & BRAKE	772859	09/29/2016	M11947 #46 OIL CHANGE	001-201-630-360	38.95
SULLIVAN'S OFFICE SUPPLY, INC.	14178	09/29/2016	M11890 OFFICE SUPPLIES	001-201-501-200	74.95
R&M TIRES	1110040	09/29/2016	M11906 BAL/ MOUNT TIRES S -20	001-201-630-360	17.50
TRI-STARR MUFFLER & BRAKE	772878	09/29/2016	M11947 #24 HEADLIGHT	001-201-630-360	33.90
R&M TIRES	1110065	09/29/2016	M11906 REPAIR FLAT	001-201-630-360	15.00
BELL BUILDING SUPPLY, INC.	167048	09/30/2016	M11788 KEY	001-201-556-251	1.50
STARKVILLE GLASS & PAINT	26005	09/29/2016	M11946 REPLACE WINDSHIEL	001-201-630-360	310.00
TRI-STARR MUFFLER & BRAKE	772882	09/29/2016	M11947 #40 FRONT STRUTS	001-201-630-360	600.44
WRIGHT EXPRESS FSC	46628211	09/28/2016	GAS M11920	001-201-525-231	571.85
R&M TIRES	1110172	09/29/2016	M11906 REPAIR BRAKES S-24	001-201-630-360	266.70
R&M TIRES	1109757	09/29/2016	M11906 REPAIR FLAT S-20	001-201-630-360	15.00
TRI-STARR MUFFLER & BRAKE	987178	09/28/2016	M11930 OIL CHANGE	001-201-630-360	38.95
Gobox Environmental, LLC	8094	09/28/2016	RENTAL FOR CLEAN OUT	001-201-600-300	346.14
TRI-STARR MUFFLER & BRAKE	947088	09/28/2016	M11923 AUTO REPAIRS	001-201-630-360	587.09
STARKVILLE DAILY NEWS	INV0019498	09/29/2016	ADVERTISING 000132	001-201-604-330	157.64
TRI-STARR MUFFLER & BRAKE	987187	09/28/2016	M11930 OIL CHANGE	001-201-630-360	38.95
TRI-STARR MUFFLER & BRAKE	987198	09/28/2016	M11930 REPLACED COOLING FAN MOTOR	001-201-630-360	111.95
TRI-STARR MUFFLER & BRAKE	987200	09/28/2016	M11930 AUTO MAINT	001-201-630-360	206.66
R&M TIRES	1109907	09/29/2016	M11906 AUTO MAINT #S-61	001-201-630-360	115.00
CANON FINANCIAL SERVICES, INC	16505169	09/28/2016	JMQ18878 / JMQ18879	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	16505172	09/28/2016	QNR08831	001-201-635-369	126.17
GOODYEAR AUTO SERVICE	43622384	09/29/2016	M11907 TIRES	001-201-630-360	256.50
FEDERAL SIGNAL CORP.	6393494	09/30/2016	M11952 SPEAKERS	001-201-501-200	155.16
RACKLEY OIL INC.	000440745	09/28/2016	M11927 GAS	001-201-525-231	26.41
OKTIBBEHA COUNTY COOPERATIVE	113694	09/29/2016	M11886 UNIFORM	001-201-535-233	99.85
SULLIVAN'S OFFICE SUPPLY, INC.	13975	09/29/2016	M11883 OFFICE SUPPLIES	001-201-501-200	32.18
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	001-201-604-330	48.46
HURRICANE ELECTRONICS, IN	434772	09/28/2016	M11924 BATTERIES	001-201-501-200	1,456.90

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GREGORY LOVELADY	RCD8118181	09/29/2016	REIMBURSE - SPD WEBPAGE THEME	001-201-600-300	51.00
WAL MART-GENERAL CITY	08238	09/29/2016	M11901 POLICE SUPPLIES	001-201-501-200	82.64
MAGNOLIA BOTTLED WATER CO	21547	09/28/2016	COOLER	001-201-501-200	37.50
MAGNOLIA BOTTLED WATER CO	21548	09/28/2016	COOLER	001-201-501-200	15.00
RACKLEY OIL INC.	000440982	09/28/2016	M11932 GAS	001-201-525-231	2,127.32
WAL MART-GENERAL CITY	01532	09/28/2016	M11919 OFFICE SUPPLIES	001-201-501-200	11.31
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000-9000-1141-9748	001-201-604-330	50.00
R&M TIRES	1110549	09/29/2016	M11915 ALIGNMENT S-48	001-201-630-360	45.00
TRI-STARR MUFFLER & BRAKE	972852	09/28/2016	M11930 #48 AUTO MAINT	001-201-630-360	851.59
TRI-STARR MUFFLER & BRAKE	972854	09/28/2016	M11930 #21 AUTO REPAIRS	001-201-630-360	1,247.46
OKTIBBEHA COUNTY COOPERATIVE	115660	09/28/2016	M11852 BOOTS	001-201-535-233	108.17
DIGITAL-ALLY	1088772	09/30/2016	CAMERA CABLE M11954	001-201-501-200	40.00
SULLIVAN'S OFFICE SUPPLY, INC.	14100	09/28/2016	M11887 BULLETIN BOARD	001-201-501-200	239.00
SULLIVAN'S OFFICE SUPPLY, INC.	14215	09/29/2016	M11892 FILE FOLDERS	001-201-501-200	23.97
CSPIRE WIRELESS	2014180275	09/28/2016	0031694497 ACCT#	001-201-501-200	918.98
BOB'S MOBILE RADIO	315749	09/29/2016	RADIO MAINT M11908	001-201-600-300	330.00
CENTER FOR EDUCATION & EMPLOYMENT	07053482	09/29/2016	PUBLIC EMPLOYMENT LAW M11909	001-201-501-200	124.95
ADVANCED COLLISION REPAIR	2665	09/29/2016	REPAIRS TO P-10 M11913	001-201-630-360	1,281.25
RACKLEY OIL INC.	000441225	09/28/2016	M11927 GAS	001-201-525-231	31.51
LOWE'S	11493	09/29/2016	M11944 POLICE SUPPLIES	001-201-501-200	167.01
UNISTAR-SPARCO COMPUTERS, INC	1234183	09/30/2016	M11955 INK	001-201-501-200	344.66
UNISTAR-SPARCO COMPUTERS, INC	1234201	09/30/2016	M11951 INK	001-201-501-200	160.54
DOGPOUND PRINTING	146	09/28/2016	POLICE UNIFORMS M11931	001-201-535-233	897.92
MAGNOLIA BOTTLED WATER CO	19933	09/28/2016	COOLER	001-201-501-200	22.00
BOB'S MOBILE RADIO	315750	09/28/2016	RADIO MAINT M11929	001-201-600-300	60.00
BOB'S MOBILE RADIO	315751	09/28/2016	RADIO MAINT M11929	001-201-600-300	60.00
BOB'S MOBILE RADIO	315756	09/29/2016	RAIDO MAINT M11943	001-201-600-300	120.00
RACKLEY OIL INC.	000441530	09/29/2016	M11948 GAS	001-201-525-231	1,954.06
CSPIRE WIRELESS	2014218040	09/29/2016	0031694497 OTTER BOX	001-201-501-200	49.99
TRI-STARR MUFFLER & BRAKE	972876	09/29/2016	M11947 #42 OIL CHANGE	001-201-630-360	38.95
SULLIVAN'S OFFICE SUPPLY, INC.	14441	09/29/2016	M11934 OFFICE SUPPLIES	001-201-501-200	74.69
UNIVERSITY SCREENPRINT	20781	09/29/2016	M11885 UNIFORMS	001-201-535-233	371.66
MID-SOUTH UNIFORM & SUPPLY	552623	09/30/2016	M11938 FLASHLIGHTS	001-201-501-200	1,119.92
MID-SOUTH UNIFORM & SUPPLY	552624	09/30/2016	M11939 BADGES	001-201-501-200	133.33
GOODYEAR AUTO SERVICE	43677036	09/29/2016	M11942 TIRES	001-201-630-360	372.40
CINTAS FIRST AID & SAFETY	5006091744	09/29/2016	M11937 FIRST AID	001-201-501-200	210.13
SULLIVAN'S OFFICE SUPPLY, INC.	14537	09/30/2016	M11940 OFFICE SUPPLIES	001-201-501-200	51.55
DENNIS BAIRD	INV0019490	09/29/2016	REIMBURSEMENT	001-201-691-550	200.00
DR. REBECCA PACE	INV0019491	09/29/2016	REIMBURSEMENT	001-201-691-550	200.00
LORI ARINDER	INV0019492	09/29/2016	REIMBURSEMENT	001-201-691-550	240.00
EDMOND SALLOON	INV0019493	09/29/2016	REIMBURSEMENT	001-201-691-550	165.00
MARTY HALL	INV0019494	09/29/2016	REIMBURSEMENT	001-201-691-550	100.00
WILLIAM M. JONES	INV0019495	09/29/2016	REIMBURSEMENT	001-201-691-550	200.00
RONNIE GROGAN	INV0019496	09/29/2016	REIMBURSEMENT	001-201-691-550	200.00
DAVID JEFcoat	INV0019497	09/29/2016	REIMBURSEMENT	001-201-691-550	100.00
BANKFIRST-VISA PAYMENT	INV0019535	09/30/2016	maxxsouth	001-201-600-300	475.16
STARKVILLE UTILITIES	INV0019536	09/30/2016	STK ELECTRIC BILLS	001-201-625-380	408.27

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DIGITAL-ALLY	1088432	09/29/2016	M11905 INTERFACE BOX ASSEMBLED	001-201-600-300	410.00
MID-SOUTH UNIFORM & SUPPLY	551965	09/29/2016	33-BADGES M11912	001-201-501-200	266.66
MID-SOUTH UNIFORM & SUPPLY	551966	09/29/2016	M11914 UNIFORM	001-201-535-233	416.20
DELL MARKETING L.P.	XK1K2MM64	09/29/2016	M11825 COMPUTER EQUIPMENT	001-201-604-330	36,105.02
DELL MARKETING L.P.	XK1K5C9R9	09/30/2016	M11825 COMPUTER CAR EQUIP	001-201-604-330	25,789.30
DELL MARKETING L.P.	XK1K5CCT5	09/29/2016	M11825 COMPUTER EQUIPMENT	001-201-604-330	25,789.30
DIGITAL-ALLY	1088518	09/30/2016	MICROPHONE M11953	001-201-501-200	405.00
DPS CRIME LAB	90054332	09/29/2016	ANALYTICAL FEE M11903	001-201-600-300	300.00
Outstanding Total:					115,836.80

Department 201 - POLICE DEPARTMENT Total: 115,836.80

Department: 215 - CUSTODY OF PRISONERS

Outstanding

WEBSTER COUNTY SHERIFF DEPT	08312016	09/29/2016	INMATE HOUSING M11910	001-215-541-237	1,250.00
Outstanding Total:					1,250.00

Department 215 - CUSTODY OF PRISONERS Total: 1,250.00

Department: 230 - POLICE TRAINING

Outstanding

MS ASSOC OF CHIEFS OF POLICE	2217450	09/29/2016	M11893 2016 WINTER EDUC CONF F.NICHOLS	001-230-690-552	325.00
BANKFIRST-VISA PAYMENT	INV0019544	09/30/2016	HOLIDAY INN SOUTHAVEN - POLICE TRAVEL	001-230-690-552	116.60
Outstanding Total:					441.60

Department 230 - POLICE TRAINING Total: 441.60

Department: 250 - NARCOTICS BUREAU

Outstanding

STARKVILLE NARCOTICS	INV0019484	09/28/2016	VARIOUS IMFORMANT FEES	001-250-600-304	362.41
Outstanding Total:					362.41

Department 250 - NARCOTICS BUREAU Total: 362.41

Department: 261 - FIRE DEPARTMENT

Outstanding

IVY AUTO PARTS, LLC.	533468	09/30/2016	H15538 AC PRO /FREON	001-261-691-550	58.98
IVY AUTO PARTS, LLC.	533492	09/30/2016	H15538 FREON /REFRIGERAN	001-261-691-550	25.99
LANDS' END BUSINESS OUTFITTERS	SIN4168049	09/29/2016	H15685 UNIFORMS	001-261-535-233	91.85
WAL MART-GENERAL CITY	08270	09/28/2016	H15734 PECAN ACRES	001-261-691-550	50.58
FASTENAL COMPANY	MSSTA66964	09/28/2016	H15735 TOOLS	001-261-630-360	5.00
RACKLEY OIL INC.	000440980	09/28/2016	H15744 FUEL FF TRKS	001-261-525-231	314.59
BELL BUILDING SUPPLY, INC.	170668	09/28/2016	H15741 AIR FILTER	001-261-555-250	51.59
RACKLEY OIL INC.	000441528	09/30/2016	H15760 FUEL FF TRKS	001-261-525-231	168.10
TJ CHEMICALS & SUPPLIES	4195	09/28/2016	H15743 CHEMICALS	001-261-691-550	275.00
ADVANCED AUTO PARTS PROFESSIONAL	8872626656959	09/28/2016	H15746 TOOLS	001-261-630-360	42.69
STARKVILLE LP GAS	25701	09/28/2016	H15751 BRIQUETS ST#4	001-261-691-550	24.95
STARKVILLE AUTO PARTS	5151-96020	09/29/2016	H15752 LAMP	001-261-691-550	87.92
WAL MART-GENERAL CITY	04265	09/29/2016	H15754 FIRE DEPT EQUIPMEN	001-261-918-805	184.87
IAAI	INV0019540	09/30/2016	DUES - M. McCURDY	001-261-554-240	125.00
SPORTS CENTER	1860	09/29/2016	H15715 UNIFORMS	001-261-535-233	1,748.00
Outstanding Total:					3,255.11

Department 261 - FIRE DEPARTMENT Total: 3,255.11

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 262 - FIRE PREVENTION					
Outstanding					
ALERT-ALL	216090085	09/28/2016	FIRE PREVENTION SUPPLIES H15674	001-262-555-250	920.00
Outstanding Total:					920.00
Department 262 - FIRE PREVENTION Total:					920.00
Department: 263 - FIRE TRAINING					
Outstanding					
STATE FIRE ACADEMY	24756	09/28/2016	H15745 DRIVER OP1002 - BRENT	001-263-600-390	675.00
MS DEPARTMENT OF HEALTH	H15714	09/28/2016	H15714 EMT M FORT	001-263-600-390	35.00
Outstanding Total:					710.00
Department 263 - FIRE TRAINING Total:					710.00
Department: 264 - FIRE COMMUNICATIONS					
Outstanding					
UPS	0000054E5Y376	09/28/2016	H15749 SHIPPING	001-264-604-330	18.15
BOB'S MOBILE RADIO	315753	09/28/2016	H15742 RADIO MAINT	001-264-630-404	945.00
Outstanding Total:					963.15
Department 264 - FIRE COMMUNICATIONS Total:					963.15
Department: 267 - FIRE STATIONS AND BUILDINGS					
Outstanding					
GROUNDSTONE CONSTRUCTION	INV0019476	09/28/2016	FIRE ST#4 WALL REPAIRS	001-267-558-269	20,700.00
DIRECTV	29451329225	09/28/2016	010315788 FIRE ST#5	001-267-625-380	113.14
LOWE'S	01680	09/28/2016	H15733 PECAN ACRES	001-267-558-269	462.24
LOWE'S	08059	09/28/2016	H15733 PECAN ACRES	001-267-558-269	64.05
ATMOS ENERGY	INV0019479	09/28/2016	3020829684 FIRE ST#3	001-267-625-380	49.50
STUART C. IRBY CO.	S009807815.001	09/28/2016	H15736 PECAN ACRES BREAKER	001-267-558-269	43.92
NESCO ELECTRICAL DISTRIBUTORS	S2123890.001	09/29/2016	H15737 LAMP	001-267-558-269	22.68
LOWE'S	08111	09/28/2016	H15740 CAM LOCK	001-267-558-269	4.34
PITTS SIGN COMPANY	INV0019487	09/28/2016	TEMP BURN SHELTER SIGN H15726	001-267-558-269	450.00
ATMOS ENERGY	INV0019543	09/30/2016	3017756705 FIREST#2	001-267-625-380	43.89
LOWE'S	01851	09/29/2016	H15755 SUPPLIES	001-267-558-269	57.53
LOWE'S	09981	09/29/2016	H15756 ST.2 SUPPLIES	001-267-558-269	109.21
PITTS SIGN COMPANY	INV0019425	09/28/2016	H15675 LETTERING	001-267-558-269	140.00
STARKVILLE UTILITIES	INV0019536	09/30/2016	STK ELECTRIC BILLS	001-267-625-380	1,824.54
ATMOS ENERGY	INV0019480	09/28/2016	3015511080 FIRE ST#1	001-267-625-380	71.14
Outstanding Total:					24,156.18
Department 267 - FIRE STATIONS AND BUILDINGS Total:					24,156.18
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	16505170	09/28/2016	JME15733 /UC15Z	001-281-604-330	63.75
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	001-281-604-330	48.46
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000- 9000-1141-9748	001-281-604-330	50.00
Outstanding Total:					162.21
Department 281 - BUILDING/CODES OFFICE Total:					162.21
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
STARKVILLE UTILITIES	INV0019536	09/30/2016	STK ELECTRIC BILLS	001-290-625-380	26.61
Outstanding Total:					26.61
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					26.61

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 301 - STREET DEPARTMENT					
Outstanding					
FASTENAL COMPANY	MSSTA65683	09/30/2016	A1446 CONT MATERIALS	001-301-560-270	16.15
SHUR-TITE PRODUCTS	4923	09/29/2016	A1466 SHUR-FLEX SURFACE MOUNT	001-301-560-270	855.30
FASTENAL COMPANY	MSSTA66038	09/30/2016	A1489 TOOLS	001-301-560-270	9.52
FASTENAL COMPANY	MSSTA66538	09/30/2016	A1512 TOOLS	001-301-560-270	47.30
FASTENAL COMPANY	MSSTA59469	09/30/2016	A1891 TOOLS	001-301-560-270	71.44
BELL BUILDING SUPPLY, INC.	168325	09/30/2016	A1524 CONT MATERIALS	001-301-560-270	42.84
G&C SUPPLY CO., INC	6628336	09/28/2016	A1505 CONT MATERIALS	001-301-560-270	304.80
LAWSON PRODUCTS, INC.	9304341112	09/28/2016	A1501 CONST MATERIALS	001-301-560-270	1,006.73
STARKVILLE DAILY NEWS	INV0019498	09/29/2016	ADVERTISING 000132	001-301-691-550	315.28
STARKVILLE DAILY NEWS	INV0019498	09/29/2016	ADVERTISING 000132	001-301-691-550	330.28
BELL BUILDING SUPPLY, INC.	165183	09/30/2016	A1493 CONCRETE	001-301-560-270	4.39
ATMOS ENERGY	INV0019481	09/28/2016	3020752444 STREET	001-301-625-380	21.46
RONNIE JONES	2016355	09/28/2016	A1538 TOPSOIL	001-301-560-270	1,250.00
CONSTRUCTION, INC					
UNITED RENTALS (NORTH AMERICA), INC.	140595911-001	09/28/2016	A1540 CONCRETE PLACERS	001-301-560-270	169.02
BELL BUILDING SUPPLY, INC.	170167	09/28/2016	A1539 TOOLS	001-301-560-270	81.95
TRIPLE C TRAILERS, LLC	589	09/28/2016	EQUIP TRAILER (A1534)	001-301-630-400	3,690.00
APAC-MISSISSIPPI, INC	4000064792	09/29/2016	A1533 SC-1 TY 8 (RAP 15)	001-301-560-270	1,026.07
OREILLY AUTO PARTS	0997-321478	09/28/2016	SCAN TOOL (A1542)	001-301-630-400	149.99
BELL BUILDING SUPPLY, INC.	170249	09/28/2016	A1543 TOOLS	001-301-555-250	52.77
BELL BUILDING SUPPLY, INC.	170350	09/28/2016	A1543 TOOLS	001-301-555-250	17.58
THE WELDING WORKS LLC	2149	09/28/2016	A1544 WELD STORM DRAIN	001-301-560-270	150.00
POWERSTROKE EQUIPMENT	1857	09/29/2016	A1546 SAW /CHAIN & BAR	001-301-630-400	129.46
SALES & SVC					
CINTAS	215175172	09/28/2016	STREET	001-301-535-233	81.69
THOMPSON MACHINERY	M2582301	09/29/2016	A1534 -2016 305 E CANOPY	001-301-918-805	49,904.73
			24"BUCKET EQUIPMENT		
TRIPLE C TRAILERS, LLC	592	09/29/2016	A1548 TRAILER BRAKES	001-301-630-400	500.00
			WIRING		
BASICS, INC. A Trade America Company	21142	09/29/2016	A1541 JANITORIAL ITEMS	001-301-555-250	252.29
CUSTOM PRODUCTS CORPORATION	280218	09/29/2016	A1550 STREET SIGNS	001-301-565-272	409.20
CINTAS	215176886	09/29/2016	STREET	001-301-535-233	81.69
BANKFIRST-VISA PAYMENT	CM0000387	09/30/2016	AMER SPORTS - UNIFORMS	001-301-535-233	-179.76
Outstanding Total:					60,792.17
Department 301 - STREET DEPARTMENT Total:					60,792.17
Department: 302 - STREET LIGHTING					
Outstanding					
STARKVILLE UTILITIES	INV0019536	09/30/2016	STK ELECTRIC BILLS	001-302-625-380	24.61
Outstanding Total:					24.61
Department 302 - STREET LIGHTING Total:					24.61
Department: 360 - ANIMAL CONTROL					
Outstanding					
RACKLEY OIL INC.	000440982	09/28/2016	M11932 GAS	001-360-525-231	36.61
RACKLEY OIL INC.	000441530	09/29/2016	M11948 GAS	001-360-525-231	28.50
Outstanding Total:					65.11
Department 360 - ANIMAL CONTROL Total:					65.11
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
WAUKAWAY DISTRIBUTORS, INC	29371	09/29/2016	COOLER	001-550-501-220	31.80
BSN SPORTS	98166115	09/30/2016	N12797 FLAG EQUIP	001-550-600-300	119.60
ATMOS ENERGY	INV0019482	09/28/2016	3018222235 PARKS & REC	001-550-600-340	21.46
PITNEY (GLOBAL FINANCIAL SERVICES)	3301321986	09/29/2016	0012564714 LEASE	001-550-600-300	281.07

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEWELL PAPER COMPANY	788358	09/29/2016	N12916 JANITORIAL ITEMS	001-550-501-208	178.17
SULLIVAN'S OFFICE SUPPLY, INC.	13313	09/29/2016	N12844 INK	001-550-501-200	132.42
SULLIVAN'S OFFICE SUPPLY, INC.	13418	09/29/2016	N12844 OFFICE SUPPLIES	001-550-501-200	115.61
G&K SERVICES	1231217765	09/30/2016	N12934 MAT CLEANING	001-550-501-220	36.20
SULLIVAN'S OFFICE SUPPLY, INC.	13419	09/29/2016	N12844 INK	001-550-501-200	50.81
WAUKAWAY DISTRIBUTORS, INC	29735	09/29/2016	COOLER	001-550-501-220	31.80
HOWELL'S PEST CONTROL	INV0019542	09/30/2016	PEST CNT P/R	001-550-501-220	120.00
TERRY SVC., INC	49278	09/29/2016	N12923 REPAIRS	001-550-600-300	309.08
NEWELL PAPER COMPANY	789168	09/29/2016	N12916 JANITORIAL ITEMS	001-550-501-208	332.05
CANON SOLUTIONS AMERICA -BURLINGTON	4020072734	09/29/2016	JMQ12482 / UC16D	001-550-600-300	31.63
WAUKAWAY DISTRIBUTORS, INC	CLR0916-261	09/29/2016	COOLER	001-550-501-220	20.00
OKTIBBEHA COUNTY COOPERATIVE	112954	09/29/2016	N12901 PESTICIDES	001-550-501-220	31.95
OKTIBBEHA COUNTY COOPERATIVE	113198	09/29/2016	N12901 GLUE TRAP	001-550-501-220	18.95
CANON FINANCIAL SERVICES, INC	16505168	09/29/2016	JMQ12482 /UC16D	001-550-600-300	382.00
LOWE'S	17227	09/29/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	31.33
SANSING SOD FARM	S--16251	09/29/2016	N12904 SOD PALLET	001-550-600-300	75.00
LOWE'S	09980	09/29/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	167.65
LOWE'S	11826	09/29/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	57.90
NEWELL PAPER COMPANY	790598	09/29/2016	N12916 JANITORIAL ITEMS	001-550-501-208	174.12
OKTIBBEHA COUNTY COOPERATIVE	114840	09/29/2016	N12901 GLUE TRAPS	001-550-501-220	65.86
LOWE'S	09197	09/29/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	25.62
WILLIAM POCHOP	169218315	09/29/2016	MRPA TRAINING GAS	001-550-501-220	36.20
GUARDIAN LOCK AND KEY	3893	09/30/2016	SRV CALL -WEST SIDE PARK N12935	001-550-501-220	127.27
GUARDIAN LOCK AND KEY	3866	09/29/2016	N12918 SRV CALL MCKEE PAR	001-550-501-220	103.00
ARKANSAS FLAG AND BANNER	0466433-IN	09/30/2016	N12912 AMERICAN FLAG	001-550-501-220	174.62
G&K SERVICES	1231227142	09/30/2016	N12934 MAT CLEANING	001-550-501-220	36.20
REFRIGERATION SUPPLY CO.	335979	09/30/2016	N12878 AIR FILTERS	001-550-600-370	200.64
ATMOS ENERGY	INV0019501	09/29/2016	3015219110 PARKS & REC	001-550-600-340	45.50
NEWELL PAPER COMPANY	791234	09/30/2016	N12933 JANITORIAL ITEMS	001-550-501-208	343.68
PITNEY (GLOBAL FINANCIAL SERVICES)	3300888726	09/29/2016	0012564714 LEASE	001-550-600-300	281.07
LOWE'S	11918	09/30/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	101.52
CINTAS FIRST AID & SAFETY	5006091745	09/30/2016	N12927 FIRST AID	001-550-501-220	190.15
S&K DOOR AND SPECIALTY COMPANY, INC.	58964	09/30/2016	SRV CALL N12931	001-550-600-370	250.00
G&K SERVICES	1231230288	09/30/2016	N12934 MAT CLEANING	001-550-501-220	36.20
SULLIVAN'S OFFICE SUPPLY, INC.	0647CM	09/29/2016	N12844 CREDIT MEMO #1331	001-550-501-200	-132.42
LOWE'S	15216	09/29/2016	CREDIT RETURN INV#7799 /9900-7173273 PARKS & REC	001-550-501-220	-16.11
HOLDEN RAY BLAKE	INV0019504	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	500.00
RICHARD HILL	INV0019505	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	396.00
CALVIN.WARE	INV0019506	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	396.00
ANTONIO ANDREW	INV0019507	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	288.00
ROB FORBUS	INV0019508	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	250.00
NATHAN BOWMAN	INV0019509	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	54.00

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JACOB LONG	INV0019510	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	54.00
NICK CALLAHAN	INV0019511	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	48.00
CODY ROMAN	INV0019512	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	48.00
VERLEAN AKINS	INV0019513	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	180.00
KENNEDI AKINS	INV0019514	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	81.00
MARION WATSON	INV0019515	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	500.00
KEIVIN WARE	INV0019516	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	450.00
RONALD JOHNSON JR.	INV0019517	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	520.00
JOHNATHAN BROWN	INV0019518	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	430.00
CHARLES R. TILLERY II	INV0019519	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	520.00
ERIC HENDERSON	INV0019520	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	255.00
ANTHONY STEVENSON	INV0019521	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	600.00
SCHRONDA FAYE EDDINS	INV0019522	09/29/2016	UMPIRES & REFEREES 9/27/1	001-550-600-320	500.00
STARKVILLE UTILITIES	INV0019523	09/29/2016	REPAIRED TENNIS COURT	001-550-600-340	1,127.08
MS RECREATION AND PARK ASSOC	INV0019527	09/29/2016	LIGHTS STK HIGH SCHOOL REGISTRATION - H. PETERS	001-550-600-330	275.00
STARKVILLE DAILY NEWS	INV0019533	09/29/2016	0007585 PARKS & REC RENEWAL	001-550-600-300	106.00
STARKVILLE UTILITIES	INV0019536	09/30/2016	STK ELECTRIC BILLS	001-550-600-340	537.01
G&K SERVICES	1231220892	09/30/2016	N12934 MAT CLEANING	001-550-501-220	36.20
LOWE'S	09416	09/29/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	70.22
LOWE'S	09454	09/29/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	24.60
OKTIBBEHA COUNTY COOPERATIVE	110766	09/30/2016	N12898 TOOLS	001-550-600-370	393.60
OKTIBBEHA COUNTY COOPERATIVE	110827	09/30/2016	N12898 TOOLS	001-550-600-370	9.81
LOWE'S	07753	09/29/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	106.47
LOWE'S	07799.	09/29/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	44.20
OREILLY AUTO PARTS	0997-319609	09/29/2016	N12899 TOOLS	001-550-501-220	48.45
LOWE'S	15217	09/29/2016	9900-7173273 PARKS & REC SUPPLIES	001-550-501-220	7.56
NEWELL PAPER COMPANY	789725	09/29/2016	N12916 JANITORIAL ITEMS	001-550-501-208	126.29
RICE EQUIPMENT COMPANY	8584	09/29/2016	N12902 TUBING 2x2x3/6	001-550-501-220	57.60
ATMOS ENERGY	INV0019483	09/28/2016	3019958172 PARKS & REC	001-550-600-340	27.08
SPORTS SPECIALTY	0000012141	09/29/2016	N12892 SPORTS EQUIPMENT	001-550-600-300	2,257.75
OKTIBBEHA COUNTY COOPERATIVE	111995	09/29/2016	N12901 PESTICIDES	001-550-501-220	75.74
Outstanding Total:					16,020.26
Department 550 - PARKS AND REC DEPARTMENT Total:					16,020.26

Department: 600 - CAPITAL PROJECTS

Outstanding					
G&O SUPPLY CO., INC	T18467	09/28/2016	I4497 PROPEX CONT MATERIALS	001-600-912-810	490.00
VOLKERT, INC.	00708003	09/30/2016	LOUISVILLE ST 557800.MV	001-600-912-856	3,958.91
BOONEVILLE TRUCKING & Repair Service, Inc.	48613	09/28/2016	I4495 CONT MATERIALS	001-600-912-810	677.32
LEE'S PRECAST CONCRETE, IN	100112	09/30/2016	YELLOWJACKET	001-600-912-810	84.68
BRISLIN, INC	13016	09/28/2016	AIR DIST FOR SHELL AREA	001-600-901-812	4,950.00
BANKFIRST-VISA PAYMENT	INV0019485	09/28/2016	DESK	001-600-901-812	118.99
PRAIRIE CONSTRUCTION	312-1	09/29/2016	ADA IMPROVEMENTS	001-600-912-904	62,550.83
PRAIRIE CONSTRUCTION	312-2	09/29/2016	ADA IMPROVEMENTS	001-600-912-904	135.00
FALCON CONTRACTING CO.,INC	3547	09/29/2016	2016 STREET IMPROVEMENTS	001-600-948-875	23,805.76
GROUNDSTONE CONSTRUCTION	INV0019524	09/29/2016	EST I #16030 HOLTSINGER AVE CURB & GUTTER IMPR	001-600-948-873	7,365.60

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CDW GOVERNMENT	INV0019525	09/29/2016	PLOTTER	001-600-901-812	5,995.00
Outstanding Total:					110,132.09
Department 600 - CAPITAL PROJECTS Total:					110,132.09
Fund 001 - GENERAL FUND Total:					405,104.09

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

CANON SOLUTIONS AMERICA -BURLINGTON	383394	09/28/2016	5090350-SHPIM3511	015-505-600-338	3.23
CANON SOLUTIONS AMERICA -BURLINGTON	388049	09/28/2016	5090350-SHPIM3511	015-505-600-338	3.98
CANON SOLUTIONS AMERICA -BURLINGTON	392403	09/28/2016	5090350-SHPIM3511	015-505-600-338	1.94
RACKLEY OIL INC.	000441069	09/28/2016	J1737 JET A FUEL	015-505-525-233	13,957.21
POWERSTROKE EQUIPMENT SALES & SVC	1842	09/28/2016	J1732 TOOLS	015-505-570-273	13.97
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	015-505-604-330	48.47
WAL MART-GENERAL CITY	05401	09/28/2016	J1733 ANTIFREEZE	015-505-691-550	32.61
RODNEY LINCOLN	1962353	09/28/2016	J1734 AirNav.com RENEWAL	015-505-600-338	77.00
MAGNOLIA BOTTLED WATER CO	19794	09/28/2016	COOLER	015-505-691-550	44.50
NESCO ELECTRICAL DISTRIBUTORS	S2124439.001	09/30/2016	J1736 FUSE	015-505-555-250	24.00
LOWE'S	02834	09/28/2016	J1739 TOOLS	015-505-555-250	14.66
MARCO ELIAS	2	09/29/2016	J1742 25 HOURS	015-505-600-338	200.00
WAL MART-GENERAL CITY	07839	09/30/2016	J1752 AIRPORT SHOP/ OFFICE SUPPLIES	015-505-691-550	165.23
RODNEY LINCOLN	INV0019475	09/28/2016	REIMBURSEMENT	015-505-555-250	30.63
RODNEY LINCOLN	INV0019475	09/28/2016	REIMBURSEMENT	015-505-555-250	47.99
RODNEY LINCOLN	INV0019475	09/28/2016	REIMBURSEMENT	015-505-555-250	18.40
STEVE DRAGOO	3	09/29/2016	J1741 27.25 HOURS	015-505-600-338	218.00
RACKLEY OIL INC.	000441047	09/28/2016	J1737 AVIATION FUEL	015-505-525-232	13,900.92
Outstanding Total:					28,802.74
Department 505 - AIRPORT Total:					28,802.74
Fund 015 - AIRPORT FUND Total:					28,802.74

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

GATEWAY TIRE & SERVICE CENTER	I103274110	09/30/2016	B4543 TRUCK REPAIRS	022-322-630-360	611.02
STARKVILLE WAREHOUSE COMPANY	1242	09/30/2016	SPACE 56 JULY / AUG / SEPT / OCT 2016 RENT B4529	022-322-551-239	1,440.00
NORTHEAST EXTERMINATING	294119	09/30/2016	743 SANITATION	022-322-600-300	30.00
PITNEY (GLOBAL FINANCIAL SERVICES)	3301439300	09/29/2016	0010390127 LEASE	022-322-604-330	48.47
EMPIRE TRUCK SALES, INC.	CE005066763:01	09/30/2016	B4533 CONTROL BOX ASSY	022-322-630-360	228.75
GATEWAY TIRE & SERVICE CENTER	I103357034	09/30/2016	B4534 #94 TIRES	022-322-630-360	274.14
BASICS, INC. A Trade America Company	21137	09/30/2016	B4536 JANITORIAL ITEMS	022-322-501-200	109.39
GATEWAY TIRE & SERVICE CENTER	I103359568	09/30/2016	B4534 #94 FLAT	022-322-630-360	53.00
PITNEY BOWES INC- PURCHASE POWER	091616	09/29/2016	PURCHASE POWER 8000-9000-1141-9748	022-322-604-330	50.00
GATEWAY TIRE & SERVICE CENTER	I103362030	09/30/2016	B4537 #98 TIRES	022-322-630-360	304.64
CINTAS	215175176	09/28/2016	SANITATION	022-322-535-233	150.34
GATEWAY TIRE & SERVICE CENTER	I103366257	09/30/2016	B4537 FLAT SRV CALL	022-322-630-360	143.50

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BASICS, INC. A Trade America Company	21138	09/30/2016	B4536 PINE SOL	022-322-501-200	34.94
EMPIRE TRUCK SALES, INC.	RE005009151:01	09/30/2016	B4538 TRUCK REPAIRS	022-322-630-360	866.35
GOLDEN TRIANGLE WASTE SVCS.	23785-1786	09/30/2016	RUBY TUESDAY	022-322-600-379	330.00
GOLDEN TRIANGLE WASTE SVCS.	23785-1789	09/30/2016	McDONALDS	022-322-600-379	1,115.00
GATEWAY TIRE & SERVICE CENTER	I103374156	09/30/2016	B4540 #95 TIRES	022-322-630-360	276.14
GATEWAY TIRE & SERVICE CENTER	I103374457	09/30/2016	B4540 #94 TIRES	022-322-630-360	548.28
CINTAS	215176890	09/29/2016	SANITATION	022-322-535-233	143.66
RACKLEY OIL INC.	430188	09/28/2016	000430188 OVERPYMT	022-322-525-231	-2,340.00
CITY OF STARKVILLE	INV0019502	09/29/2016	FY 2016 SANITATION ADMIN FEE	022-322-600-333	10,000.00
GATEWAY TIRE & SERVICE CENTER	C100093075	09/30/2016	CREDIT RETURN B4543	022-322-630-360	-611.02
UNITED RENTALS (NORTH AMERICA), INC.	139917841-001	09/30/2016	B4517 FORLIFT	022-322-551-239	1,363.15
STARKVILLE AUTO PARTS	5151-95405	09/30/2016	B4528 HALOGEN BEAM	022-322-555-250	13.39
STARKVILLE AUTO PARTS	5151-95470	09/30/2016	B4528 LAMP	022-322-555-250	17.90
GATEWAY TIRE & SERVICE CENTER	I103350561	09/30/2016	B4531 #40 TIRE REPAIR	022-322-630-360	302.64
EMPIRE TRUCK SALES, INC.	RE005009117:01	09/30/2016	B4531 TRK REPAIRS #8749	022-322-630-360	956.80
OREILLY AUTO PARTS	0997-319855	09/30/2016	B4532 TOOLS	022-322-555-250	240.01
Outstanding Total:					16,700.49
Department 322 - SANITATION DEPARTMENT Total:					16,700.49

Department: 325 - RUBBISH

Outstanding

GATEWAY TIRE & SERVICE CENTER	I103323903	09/30/2016	R271 REPAIR FLAT	022-325-630-360	26.50
GATEWAY TIRE & SERVICE CENTER	I103301766	09/30/2016	R269 TRUCK REPAIRS	022-325-630-360	487.50
TERRY'S GARAGE, INC	39348	09/30/2016	R276 TRK#43 REPAIRS	022-325-630-360	600.04
GATEWAY TIRE & SERVICE CENTER	I103358415	09/30/2016	R277 #33 TIRE REPAIR	022-325-630-360	379.14
TERRY'S GARAGE, INC	39406	09/30/2016	R278 TRK#33 REPAIRS	022-325-630-360	252.30
GATEWAY TIRE & SERVICE CENTER	I103373484	09/30/2016	R279 #38 REPAIR FLAT	022-325-630-360	26.50
GATEWAY TIRE & SERVICE CENTER	C100095832	09/30/2016	CREDIT RETURN R271	022-325-630-360	-26.50
GATEWAY TIRE & SERVICE CENTER	I103350566	09/30/2016	R275 #42 TIRES	022-325-630-360	274.14
GATEWAY TIRE & SERVICE CENTER	I103351211	09/30/2016	R275 #38 REPAIR FLAT	022-325-630-360	26.50
Outstanding Total:					2,046.12
Department 325 - RUBBISH Total:					2,046.12

Department: 341 - LANDSCAPING

Outstanding

RACKLEY OIL INC.	000436789	09/30/2016	L1300 GAS	022-341-525-231	2.35
GATEWAY TIRE & SERVICE CENTER	I103354930	09/30/2016	L1184 SCHOONER RADIAL	022-341-630-360	63.41
STARKVILLE AUTO PARTS	5151-95700	09/30/2016	L1187 GEAR OIL /FUNNEL	022-341-555-250	35.96
STARKVILLE AUTO PARTS	5151-95703	09/30/2016	L1187 CARQUEST	022-341-555-250	59.99
CINTAS	215175176.	09/28/2016	LANDSCAPE	022-341-535-233	53.66
OKTIBBEHA COUNTY COOPERATIVE	117903	09/30/2016	L1188 TOOLS	022-341-555-250	634.84
GATEWAY TIRE & SERVICE CENTER	I103371435	09/30/2016	L1189 #120 REPAIR FLAT	022-341-630-360	15.00
GATEWAY TIRE & SERVICE CENTER	I103371439	09/30/2016	L1189 #000 REPAIR FLAT	022-341-630-360	15.00

Expense Approval Report

Post Dates: 9/28/2016 - 9/30/2016

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	119606	09/30/2016	L1191 JUG	022-341-691-550	10.99
CINTAS	215176890.	09/29/2016	LANDSCAPE	022-341-535-233	53.66
PAUL'S WELDING	5817	09/30/2016	L1186 WELD ON SWEEPER TR	022-341-630-360	60.00
Outstanding Total:					1,004.86
Department 341 - LANDSCAPING Total:					1,004.86
Fund 022 - SANITATION Total:					19,751.47

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - STARKVILLE LANDFILL

Outstanding

RACKLEY OIL INC.	000432040	09/30/2016	P408 HYD FLUID	023-323-525-231	938.00
RACKLEY OIL INC.	000433570	09/30/2016	P410 HYD FLUID	023-323-525-231	938.00
RACKLEY OIL INC.	000434062	09/30/2016	P410 HYD FLUID	023-323-525-231	586.25
RACKLEY OIL INC.	000434680	09/30/2016	P403 HYD FLUID	023-323-525-231	938.00
RACKLEY OIL INC.	000438302	09/30/2016	P386 15W40 OIL	023-323-525-231	516.45
CINTAS	215175175	09/28/2016	LANDFILL	023-323-535-233	35.00
CINTAS	215176889	09/29/2016	LANDFILL	023-323-535-233	35.00
RACKLEY OIL INC.	000440116	09/30/2016	P427 15W40 OIL	023-323-525-231	516.45
STARKVILLE AUTO PARTS	5151-95350	09/30/2016	P426 HD PUMICE 4BLS	023-323-555-250	27.98
Outstanding Total:					4,531.13
Department 323 - STARKVILLE LANDFILL Total:					4,531.13
Fund 023 - LANDFILL ACCOUNT Total:					4,531.13

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025-168523	09/28/2016	DATA PROCESSING	107-112-600-303	31,330.00
Outstanding Total:					31,330.00
Department 112 - COMPUTER ASSESSMENTS Total:					31,330.00
Fund 107 - COMPUTER ASSESSMENTS Total:					31,330.00

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

ALL STAR FENCE	08152016	09/29/2016	REPAIR FENCE N12906	375-551-907-942	800.00
HELENA CHEMICAL COMPAN	62087861	09/29/2016	N12872 CHEMICALS	375-551-907-942	1,248.00
PIONEER MANUFACTURING CO.	INV611349	09/29/2016	ST0340 SUPPLIES N12886	375-551-907-942	1,112.50
ATCO INTERNATIONAL	I0468750	09/29/2016	N12915 CHEMICALS	375-551-907-942	312.78
SULLIVAN'S OFFICE SUPPLY, INC.	13936	09/29/2016	N12893 SOFA	375-551-907-942	1,598.00
BERRY ELECTRIC, LLC	003932	09/29/2016	N12910 SPORTSPLEX PARKING LOT LIGHTS	375-551-907-942	1,750.00
OKTIBBEHA COUNTY COOPERATIVE	115049	09/29/2016	N12908 OPERATING SUPPLIES	375-551-907-942	164.72
SULLIVAN'S OFFICE SUPPLY, INC.	14160	09/29/2016	N12893 FURNITURE	375-551-907-942	299.00
MATTOX FEED MILL, INC	424969	09/29/2016	N12911 TURFACE MVP 40/50	375-551-907-942	350.00
BANKFIRST-VISA PAYMENT	01769	09/28/2016	SPORTSPLEX TV EQUIP	375-551-907-942	247.96
BIDDY SAW WORKS, INC.	200907	09/29/2016	N12913 MOWER REPAIRS	375-551-907-942	1,044.78
BIDDY SAW WORKS, INC.	200908	09/29/2016	N12913 MOWER REPAIRS	375-551-907-942	497.97
TERRY SVC., INC	49721	09/30/2016	CHILLER REPAIRS N12929	375-551-907-942	2,724.00
Outstanding Total:					12,149.71
Department 551 - PARK & REC TOURISM Total:					12,149.71
Fund 375 - PARK AND REC TOURISM Total:					12,149.71
Grand Total:					501,669.14

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	405,104.09	0.00
015 - AIRPORT FUND	28,802.74	0.00
022 - SANITATION	19,751.47	0.00
023 - LANDFILL ACCOUNT	4,531.13	0.00
107 - COMPUTER ASSESSMENTS	31,330.00	0.00
375 - PARK AND REC TOURISM	12,149.71	0.00
Grand Total:	501,669.14	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	157.64	0.00
001-000-054-205	DUE FROM STARKVILLE	315.28	0.00
001-000-070-251	FUEL INVENTORY	12,390.30	0.00
001-000-149-691	MUNICIPAL COURT BON	250.00	0.00
001-000-160-618	PINK HILLS/FIRE DEPART	74.50	0.00
001-000-160-697	DONATION FIRE	1,972.00	0.00
001-000-160-698	DONATION POLICE	81.31	0.00
001-110-501-200	SUPPLIES	346.22	0.00
001-110-604-330	COMMUNICATIONS	380.48	0.00
001-120-503-202	COMMITTEE SUPPORT	33.52	0.00
001-120-604-330	COMMUNICATIONS	162.22	0.00
001-123-501-200	SUPPLIES	290.00	0.00
001-123-600-300	PROFESSIONAL SERVICE	18,533.92	0.00
001-123-604-330	COMMUNICATIONS	108.33	0.00
001-123-630-400	EQUIPMENT REPAIR &	45.00	0.00
001-123-918-805	MACHINERY AND EQUIP	5,458.00	0.00
001-142-600-340	MAYOR YOUTH COUNCI	68.75	0.00
001-145-501-200	SUPPLIES	405.55	0.00
001-145-604-330	COMMUNICATIONS	583.46	0.00
001-145-610-350	TRAVEL	203.33	0.00
001-145-630-400	EQUIPMENT REPAIR &	21.37	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-309	LEGAL EXPENSES	800.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	784.30	0.00
001-180-604-330	COMMUNICATIONS	545.08	0.00
001-190-600-300	PROF. SVCS/ COMP PLA	11,278.80	0.00
001-190-604-330	COMMUNICATIONS	970.79	0.00
001-190-630-401	OFFICE EQUIP MAINT	3,040.00	0.00
001-190-690-557	PROFESSIONAL MEMBE	364.50	0.00
001-192-510-220	SUPPLIES - TOOLS	49.28	0.00
001-192-600-338	CONTRACT SERVICES	1,100.00	0.00
001-192-625-380	UTILITIES	1,216.28	0.00
001-196-630-402	REPAIRS & MAINT - ODD	1,673.35	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	550.00	0.00
001-196-637-637	BRUSH ARBOR	5,395.00	0.00
001-197-604-330	COMMUNICATIONS	162.22	0.00
001-201-501-200	SUPPLIES	6,218.02	0.00
001-201-525-231	GAS & OIL	4,711.15	0.00
001-201-535-233	UNIFORMS	1,893.80	0.00
001-201-556-251	POLICE SUPPLIES	1.50	0.00
001-201-600-300	PROFESSIONAL SERVICE	2,726.41	0.00
001-201-604-330	COMMUNICATIONS	87,939.72	0.00
001-201-625-380	UTILITIES	408.27	0.00
001-201-630-360	SHOP REPAIRS & MAINT	10,004.76	0.00
001-201-635-369	COPIER RENTAL	528.17	0.00
001-201-691-550	MISCELLANEOUS	1,405.00	0.00
001-215-541-237	OPERATING SUPPLIES	1,250.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-230-690-552	POLICE TRAINING & EDU	441.60	0.00
001-250-600-304	INFORMANT FEES	362.41	0.00
001-261-525-231	GAS & OIL	482.69	0.00
001-261-535-233	UNIFORMS	1,839.85	0.00
001-261-554-240	FIRE INVESTIGATION	125.00	0.00
001-261-555-250	SUPPLIES & SMALL TOO	51.59	0.00
001-261-630-360	SHOP REPAIRS & MAINT	47.69	0.00
001-261-691-550	MISCELLANEOUS	523.42	0.00
001-261-918-805	MACHINERY AND EQUIP	184.87	0.00
001-262-555-250	SUPPLIES & SMALL TOO	920.00	0.00
001-263-600-390	FIRE TRAINING	710.00	0.00
001-264-604-330	COMMUNICATIONS	18.15	0.00
001-264-630-404	RADIO MAINTENANCE /	945.00	0.00
001-267-558-269	BUILDING MAINTENANC	22,053.97	0.00
001-267-625-380	UTILITIES	2,102.21	0.00
001-281-604-330	COMMUNICATIONS	162.21	0.00
001-290-625-380	UTILITIES	26.61	0.00
001-301-535-233	UNIFORMS	-16.38	0.00
001-301-555-250	SUPPLIES & SMALL TOO	322.64	0.00
001-301-560-270	CONSTRUCTION MATERI	5,035.51	0.00
001-301-565-272	STREETS SIGNS & PAINT	409.20	0.00
001-301-625-380	UTILITIES	21.46	0.00
001-301-630-400	EQUIPMENT REPAIR &	4,469.45	0.00
001-301-691-550	MISCELLANEOUS	645.56	0.00
001-301-918-805	MACHINERY AND EQUIP	49,904.73	0.00
001-302-625-380	UTILITIES	24.61	0.00
001-360-525-231	GAS & OIL	65.11	0.00
001-550-501-200	OFFICE SUPPLIES	166.42	0.00
001-550-501-208	JANITORIAL SUPPLIES	1,154.31	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	1,899.15	0.00
001-550-600-300	MISC SERVICES	3,843.20	0.00
001-550-600-320	CONTRACT LABOR, UMP	6,070.00	0.00
001-550-600-330	COMMUNICATIONS	275.00	0.00
001-550-600-340	UTILITIES	1,758.13	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	854.05	0.00
001-600-901-812	MUNICIPAL BUILDING F	11,063.99	0.00
001-600-912-810	YELLOWJACKET DR BRID	1,252.00	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	3,958.91	0.00
001-600-912-904	LAFAYETTE ST/ADA	62,685.83	0.00
001-600-948-873	WARD 3 IMPROVEMENT	7,365.60	0.00
001-600-948-875	WARD 5 IMPROVEMENT	23,805.76	0.00
015-505-525-232	100LL AV GAS PURCHAS	13,900.92	0.00
015-505-525-233	JET A FUEL PURCHASES	13,957.21	0.00
015-505-555-250	SUPPLIES & SMALL TOO	135.68	0.00
015-505-570-273	VEHICLE REPAIR PARTS	13.97	0.00
015-505-600-338	CONTRACT SERVICES	504.15	0.00
015-505-604-330	COMMUNICATIONS	48.47	0.00
015-505-691-550	MISCELLANEOUS	242.34	0.00
022-322-501-200	SUPPLIES	144.33	0.00
022-322-525-231	GAS & OIL	-2,340.00	0.00
022-322-535-233	UNIFORMS	294.00	0.00
022-322-551-239	GARBAGE BAGS	2,803.15	0.00
022-322-555-250	SUPPLIES & SMALL TOO	271.30	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-600-333	ADMINISTRATIVE SERVI	10,000.00	0.00
022-322-600-379	LANDFILL FEES	1,445.00	0.00
022-322-604-330	COMMUNICATIONS/AD	98.47	0.00
022-322-630-360	SHOP REPAIRS & MAINT	3,954.24	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-325-630-360	SHOP REPAIRS & MAINT	2,046.12	0.00
022-341-525-231	GAS & OIL	2.35	0.00
022-341-535-233	UNIFORMS	107.32	0.00
022-341-555-250	SUPPLIES & SMALL TOO	730.79	0.00
022-341-630-360	SHOP REPAIRS & MAINT	153.41	0.00
022-341-691-550	MISCELLANEOUS	10.99	0.00
023-323-525-231	GAS & OIL	4,433.15	0.00
023-323-535-233	UNIFORMS	70.00	0.00
023-323-555-250	SUPPLIES & SMALL TOO	27.98	0.00
107-112-600-303	DATA PROCESSING	31,330.00	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	12,149.71	0.00
	Grand Total:	501,669.14	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	501,669.14	0.00
Grand Total:	501,669.14	0.00

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 1
RUN DATE 09/28/16 07:46 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 108 ALARM ONE												
154352	09/27/16		0 Security System Monitoring		10/05/16	59.85	.00	CHK				
VENDOR TOTAL:						59.85						
VENDOR: 110 ARKANSAS ELECTRIC												
3844232	09/27/16		6855 Stock Material		10/05/16	1327.64	.00	ACH				
VENDOR TOTAL:						1327.64						
VENDOR: 125 AT & T												
09/22/116	09/27/16		0 Phone Bill		10/05/16	417.96	.00	CHK				
VENDOR TOTAL:						417.96						
VENDOR: 134 ATWELL & GENT, P.A.												
7784-7789	09/27/16		0 Consulting Services		10/05/16	6950.00	.00	ACH				
VENDOR TOTAL:						6950.00						
VENDOR: 139 ACC BUSINESS												
162544881	09/27/16		0 Internet Services		10/05/16	1439.20	.00	CHK				
VENDOR TOTAL:						1439.20						
VENDOR: 146 AT&T												
287269371737X091	09/28/16		0 Phone Bill		10/05/16	96.85	.00	CHK				
VENDOR TOTAL:						96.85						
VENDOR: 190 BALDWIN LIGHTING, INC.												
14566	09/27/16		6797 70' Wood Poles		10/05/16	4485.00	.00	ACH				
14602	09/27/16		6882 45' Wood Poles		10/05/16	7075.00	.00	ACH				
VENDOR TOTAL:						11560.00						
VENDOR: 202 BELL BUILDING SUPPLY												
162150	09/28/16		6712 Orange Safety Fencing		10/05/16	55.98	.00	CHK				
VENDOR TOTAL:						55.98						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 2
RUN DATE 09/28/16 07:46 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 307 CITY OF STARKVILLE												
09/22/16	09/27/16		0 Regional Economic Developmen		10/05/16	30000.00	.00	CHK				
VENDOR TOTAL:						30000.00						
VENDOR: 318 CLAYTON VILLAGE MINI STG												
09/27/16	09/27/16		0 Storage Unit Rental		10/05/16	190.00	.00	ACH				
VENDOR TOTAL:						190.00						
VENDOR: 341 CDW GOVERNMENT, INC												
FLJ0065	09/27/16		6907 Wireless Keyboard		10/05/16	67.38	.00	ACH				
VENDOR TOTAL:						67.38						
VENDOR: 348 DELL MARKETING L.P.												
XX1K1KXT6	09/27/16		0 Office Expense		10/05/16	25.00	.00	CHK				
VENDOR TOTAL:						25.00						
VENDOR: 367 THE COMMERCIAL DISPATCH												
08/31/2016 2074	09/28/16		0 Job Listings		10/05/16	825.30	.00	CHK				
VENDOR TOTAL:						825.30						
VENDOR: 400 IVY AUTO PARTS												
538992;539413	09/27/16		6859 Floor Dry & Mower Battery		10/05/16	108.84	.00	ACH				
539129	09/27/16		6851 Trailer Connector & Chain		10/05/16	27.68	.00	ACH				
539713	09/27/16		6865 Small Tools & Supplies		10/05/16	32.26	.00	ACH				
VENDOR TOTAL:						168.78						
VENDOR: 451 DITTO'S/PROGRAPHICS, INC.												
69366	09/28/16		6924 Decal Installation		10/05/16	25.00	.00	CHK				
VENDOR TOTAL:						25.00						
VENDOR: 604 FASTENAL COMPANY												
MSSTA67134	09/27/16		6890 Steel Washers		10/05/16	15.30	.00	ACH				
VENDOR TOTAL:						15.30						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 3
RUN DATE 09/28/16 07:46 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 607 4-WAY ELECTRIC, INC.										
919160S19	09/28/16	6916 PCB Oil Test - Transformer		10/05/16	17.00	.00	ACH			
VENDOR TOTAL:					17.00					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
I103366449	09/27/16	6880 Tire Replacement		10/05/16	185.92	.00	CHK			
I103367650	09/27/16	6883 Repair Flat - Mower		10/05/16	12.50	.00	CHK			
VENDOR TOTAL:					198.42					
VENDOR: 696 GARNER LUMLEY ELECTRIC										
528719	09/27/16	6869 K-Base Meter Adapters		10/05/16	4992.00	.00	ACH			
528721	09/27/16	6875 Wildlife Protection		10/05/16	3850.00	.00	ACH			
528723	09/27/16	6858 Substation Control Cable		10/05/16	1050.00	.00	ACH			
528724	09/27/16	6808 Warning & Danger Labels		10/05/16	431.00	.00	ACH			
VENDOR TOTAL:					10323.00					
VENDOR: 697 GARNER COMPUTER SERVICE										
1046144	09/28/16	0 VoIP Support & Replacement P		10/05/16	1404.56	.00	ACH			
VENDOR TOTAL:					1404.56					
VENDOR: 721 GOLDEN TRIANGLE										
205359;205507;20	09/27/16	6911 Commercial Waste Disposal		10/05/16	153.90	.00	CHK			
VENDOR TOTAL:					153.90					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.										
50010135-02	09/28/16	6684 Stock Material		10/05/16	443.75	.00	ACH			
50010156-00	09/27/16	6713 Current Limiting Fuses		10/05/16	6500.00	.00	ACH			
50010349-01	09/28/16	6801 Current Limiting Fuses		10/05/16	1750.00	.00	ACH			
50010475-00	09/27/16	6856 Stock Material		10/05/16	770.00	.00	ACH			
VENDOR TOTAL:					9463.75					
VENDOR: 733 GUARDIAN LOCK AND KEY										
3891	09/27/16	6879 Door Locks - Operations Cent		10/05/16	986.64	.00	CHK			
VENDOR TOTAL:					986.64					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 4
RUN DATE 09/28/16 07:46 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 809 HOWARD INDUSTRIES, INC.												
248386-591350	09/27/16	6853	100W LED Luminaries		10/05/16	12995.00	.00	ACH				
248386-591624	09/27/16	6871	250W LED Luminaries		10/05/16	13496.25	.00	ACH				
VENDOR TOTAL:						26491.25						
VENDOR: 1003 J L MATHEWS CO												
222429	09/27/16	6753	Climbing Gear		10/05/16	246.12	.00	CHK				
VENDOR TOTAL:						246.12						
VENDOR: 1205 LOWE'S												
2384;11968;9227;	09/27/16	6910	Small Tools & Supplies		10/05/16	472.11	.00	CHK				
VENDOR TOTAL:						472.11						
VENDOR: 1305 NEXAIR, LLC.												
4482635	09/27/16	6913	Monthly Gas Cylinder Rentals		10/05/16	31.97	.00	ACH				
VENDOR TOTAL:						31.97						
VENDOR: 1324 MITSUBISHI ELECTRIC POWER												
EDD-4451	09/28/16	6651	NW Sub - Power Circuit Break		10/05/16	49579.00	.00	CHK				
EDD-4452	09/28/16	6682	SW Sub -Vacuum Power Circuit		10/05/16	98836.00	.00	CHK				
VENDOR TOTAL:						148415.00						
VENDOR: 1400 NESCO												
S2122841.001	09/27/16	6866	Stock Material		10/05/16	1848.24	.00	ACH				
S2122963.001-02	09/27/16	6849	Meter Dept. Supplies		10/05/16	214.16	.00	ACH				
S2123704.001	09/27/16	6873	2" Guy Pipe		10/05/16	101.31	.00	ACH				
S2123759.001	09/27/16	6876	Material Order		10/05/16	170.52	.00	ACH				
S2125453.001	09/27/16	6888	Material Order		10/05/16	497.29	.00	ACH				
VENDOR TOTAL:						2831.52						
VENDOR: 1406 NORTHEAST EXTERMINATING												
09/19/16	09/27/16	6891	Monthly Pest Control		10/05/16	45.00	.00	ACH				
VENDOR TOTAL:						45.00						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 5
RUN DATE 09/28/16 07:46 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1536 PALMER'S SERVICE CENTER										
09/22/16	09/27/16	6889 Monthly Fleet Service		10/05/16	7924.89	.00	ACH			
VENDOR TOTAL:					7924.89					
VENDOR: 1540 PERKINS EQUIP. & CHEMICAL CO										
73	09/27/16	6899 Truck Wash Soap		10/05/16	255.00	.00	CHK			
VENDOR TOTAL:					255.00					
VENDOR: 1790 R & F COMFORT SYSTEMS										
17938	09/27/16	6914 A/C Maintenance		10/05/16	222.63	.00	CHK			
VENDOR TOTAL:					222.63					
VENDOR: 1800 RACKLEY OIL, INC.										
441572	09/27/16	6895 Diesel Fuel		10/05/16	67.23	.00	ACH			
VENDOR TOTAL:					67.23					
VENDOR: 1818 UNITED RENTALS, INC.										
943761631-097	09/27/16	0 Mini Excavator Rental		10/05/16	1013.00	.00	ACH			
VENDOR TOTAL:					1013.00					
VENDOR: 1886 SEDC										
16712	09/27/16	0 Billing Services		10/05/16	21165.00	.00	ACH			
VENDOR TOTAL:					21165.00					
VENDOR: 1887 S & S LINE SERVICE										
1748-1751	09/27/16	0 Right of Way Clearing		10/05/16	10513.60	.00	ACH			
1752, 1753	09/28/16	0 Right of Way Clearing		10/05/16	5256.80	.00	ACH			
VENDOR TOTAL:					15770.40					
VENDOR: 1893 SCHWEITZER ENGINEERING LAB										
INV-000049709	09/28/16	6748 SW Substation - Adv Monitor/		10/05/16	1700.00	.00	ACH			
INV-54237; 54827	09/28/16	6799 SW Substation Relay & Cables		10/05/16	3689.44	.00	ACH			
VENDOR TOTAL:					5389.44					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 6
RUN DATE 09/28/16 07:46 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1910 STARKVILLE UTILITIES												
09/13/16	09/27/16		0 Utility Bill		10/05/16	34.16	.00	CHK				
VENDOR TOTAL:						34.16						
VENDOR: 1917 RONNIE JONES CONST., INC.												
2016350	09/27/16		6867 Crusher Run		10/05/16	2865.07	.00	CHK				
VENDOR TOTAL:						2865.07						
VENDOR: 1925 SCOTT PETROLEUM CORP.												
1096347	09/27/16		6841 Forklift Fuel Cylinder Renta		10/05/16	42.00	.00	ACH				
VENDOR TOTAL:						42.00						
VENDOR: 1932 STARKVILLE DAILY NEWS												
08/31/16	09/28/16		0 Acct. 132 - Job Listings		10/05/16	415.36	.00	ACH				
VENDOR TOTAL:						415.36						
VENDOR: 1940 STUART C. IRBY												
S009577886.001	09/27/16		6548 18' Poles		10/05/16	1990.00	.00	ACH				
S009714562.001	09/27/16		6739 Stock Material		10/05/16	4754.00	.00	ACH				
S009742341.003	09/27/16		6747 Stock Material		10/05/16	944.08	.00	ACH				
S009750251.004	09/27/16		6787 Stock Material		10/05/16	1485.00	.00	ACH				
S009768146.001	09/27/16		6821 Material Order		10/05/16	4686.70	.00	ACH				
S009772978.001	09/27/16		6830 Stock Material		10/05/16	933.50	.00	ACH				
S009796036.002	09/27/16		6857 Stock Material		10/05/16	1630.00	.00	ACH				
S009802714.001	09/27/16		6861 Arc Flash Faceshields		10/05/16	844.00	.00	ACH				
VENDOR TOTAL:						17267.28						
VENDOR: 1945 SULLIVAN'S												
13770;13914;1427	09/27/16		6852 Office Supplies		10/05/16	291.99	.00	ACH				
VENDOR TOTAL:						291.99						
VENDOR: 1997 SOUTHEASTERN TESTING LAB												
353906	09/27/16		6906 High Voltage Gloves		10/05/16	543.40	.00	ACH				
VENDOR TOTAL:						543.40						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 7
RUN DATE 09/28/16 07:46 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2010 TVA-TREASURER										
E16-08-0214	08/31/16	0 August Power Invoice		10/03/16	3722009.00	.00	DFT			
VENDOR TOTAL:					3722009.00					
VENDOR: 2018 TRADE AMERICA										
21042	09/27/16	6794 Janitorial Supplies		10/05/16	59.00	.00	ACH			
21089;21105;2112	09/27/16	6848 Janitorial Supplies		10/05/16	940.85	.00	ACH			
VENDOR TOTAL:					999.85					
VENDOR: 2040 TVPPA EDUCATION & TRAIN.										
88810	09/27/16	0 DIC Safety Meeting		10/05/16	1000.00	.00	ACH			
VENDOR TOTAL:					1000.00					
VENDOR: 2104 UPS										
12031F386;12031F	09/27/16	0 Postage		10/05/16	67.67	.00	CHK			
VENDOR TOTAL:					67.67					
VENDOR: 2116 UTILITECH										
1958	09/27/16	0 Product Development & Suppor		10/05/16	500.00	.00	ACH			
VENDOR TOTAL:					500.00					
VENDOR: 2117 UTILITY MAINT. SPECIALISTS										
2532;2533	09/27/16	6903 SW Substation Contract Labor		10/05/16	8837.50	.00	CHK			
VENDOR TOTAL:					8837.50					
VENDOR: 2118 BORDER STATES ELECTRIC										
611864788	09/27/16	6683 Stock Material		10/05/16	1213.94	.00	ACH			
911827734;9118	09/27/16	6792 Stock Material		10/05/16	2969.83	.00	ACH			
911835361	09/27/16	6802 Armor Rods		10/05/16	1402.65	.00	ACH			
911871537	09/27/16	6831 Material Order		10/05/16	1219.75	.00	ACH			
911887136;911894	09/27/16	6854 Stock Material		10/05/16	3630.00	.00	ACH			
911894935	09/27/16	6884 Transmission Post Insulators		10/05/16	2937.15	.00	ACH			
VENDOR TOTAL:					13373.32					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23200

UNPAID INVOICES

PAGE 8
RUN DATE 09/28/16 07:46 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ	
VENDOR: 2210 VERIZON WIRELESS												
9771205876	09/27/16		0 Phone Bill		10/05/16	1541.45	.00	CHK				
VENDOR TOTAL:						1541.45						
VENDOR: 2300 WALMART COMMUNITY BRC												
09/27/16	09/27/16		6912 Office Supplies		10/05/16	49.94	.00	CHK				
VENDOR TOTAL:						49.94						
VENDOR: 2313 WEATHERTAP PRO												
2332612-20160923	09/27/16		0 WeatherTAP Subscription		10/05/16	720.00	.00	ACH				
VENDOR TOTAL:						720.00						
VENDOR: 2319 WESCO												
13989;14035	09/27/16		6789 Stock Material		10/05/16	2588.82	.00	ACH				
VENDOR TOTAL:						2588.82						
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.												
30150	09/27/16		0 Water		10/05/16	31.80	.00	ACH				
30471	09/28/16		0 Water		10/05/16	31.80	.00	ACH				
VENDOR TOTAL:						63.60						
VENDOR: 99009732 STATE TAX COMMISSION												
09/27/16	09/27/16		0 Vehicle Tag		10/05/16	12.00	.00	CHK				
VENDOR TOTAL:						12.00						
GRAND TOTAL:						4079334.48						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23110

UNPAID INVOICES

PAGE 1
RUN DATE 09/28/16 07:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 76 APAC MISSISSIPPI, INC.												
4000064837	09/28/16		571 Asphalt		10/05/16	452.03	.00	ACH				
VENDOR TOTAL:						452.03						
VENDOR: 202 BELL BUILDING SUPPLY												
170038	09/28/16		580 Hardware		10/05/16	41.43	.00	CHK				
170175	09/28/16		584 Small Tools		10/05/16	12.59	.00	CHK				
VENDOR TOTAL:						54.02						
VENDOR: 208 BERRY ELECTRIC, LLC												
003928	09/28/16		589 Lighting Repair at Lagoon		10/05/16	150.00	.00	CHK				
VENDOR TOTAL:						150.00						
VENDOR: 215 CINTAS												
215173478;215175	09/28/16		0 Black and Brown Mats		10/05/16	168.54	.00	CHK				
VENDOR TOTAL:						168.54						
VENDOR: 220 CENTRAL PIPE SUPPLY												
S100071285.001;3	09/28/16		562 Inventory		10/05/16	426.23	.00	ACH				
VENDOR TOTAL:						426.23						
VENDOR: 267 COLUMBUS FENCE COMPANY, LLC												
20271	09/28/16		581 Fence Repair		10/05/16	995.00	.00	CHK				
VENDOR TOTAL:						995.00						
VENDOR: 303 C SPIRE												
8/12-9/11/16 900	09/28/16		0 Phone Bill		10/05/16	74.97	.00	CHK				
VENDOR TOTAL:						74.97						
VENDOR: 305 DIXIE WHOLESALE WATERWORKS												
465332	09/28/16		515 Pressure Release Valve		10/05/16	514.55	.00	ACH				
VENDOR TOTAL:						514.55						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23110

UNPAID INVOICES

PAGE 2
RUN DATE 09/28/16 07:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
VENDOR: 308 CITY OF STARKVILLE													
9/28/16	09/28/16		0 Fuel Bill Due to City		10/05/16	77901.84	4.00	CHK					
VENDOR TOTAL:						77901.84							
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY													
0465517-000-000	09/28/16		601 Inventory		10/05/16	336.80	4.00	CHK					
VENDOR TOTAL:						336.80							
VENDOR: 367 THE COMMERCIAL DISPATCH													
08/31/2016 2074	09/28/16		0 Job Advertisements		10/05/16	222.70	4.00	CHK					
VENDOR TOTAL:						222.70							
VENDOR: 368 CONTROL SYSTEMS, INC													
52922	09/28/16		610 Service Call - Montgomery Fi		10/05/16	807.96	4.00	ACH					
VENDOR TOTAL:						807.96							
VENDOR: 372 COVINGTON SALES & SERVICE													
73706	09/28/16		565 Jet Truck Repair - Joystick		10/05/16	1484.12	4.00	ACH					
VENDOR TOTAL:						1484.12							
VENDOR: 373 D & S SALES, INC.													
33811	09/28/16		576 Circuit Breakers, Control, &		10/05/16	220.37	4.00	CHK					
VENDOR TOTAL:						220.37							
VENDOR: 450 ENVIRO-LABS, INC.													
1026	09/28/16		0 Oil & Grease Influent		10/05/16	69.00	4.00	ACH					
VENDOR TOTAL:						69.00							
VENDOR: 485 DONALD SMITH COMPANY, INC													
4160824	09/28/16		614 Emergency Tank Repair		10/05/16	68982.00	4.00	CHK					
VENDOR TOTAL:						68982.00							

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23110

UNPAID INVOICES

PAGE 3
RUN DATE 09/28/16 07:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 604 FASTENAL												
MSSTA66937	09/28/16		575 Small Tools & Supplies		10/05/16	193.57	.00	ACH				
VENDOR TOTAL:						193.57						
VENDOR: 621 EMPIRE TRUCK SALES, LLC												
RE005009151:01	09/28/16		603 Jet Truck Service		10/05/16	866.35	.00	CHK				
VENDOR TOTAL:						866.35						
VENDOR: 639 GOLDEN TRIANGLE												
3062092016	09/28/16		0 Billing Services		10/05/16	439.94	.00	ACH				
VENDOR TOTAL:						439.94						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER												
I103357679	09/28/16		569 Tire Replacement - Dump Truc		10/05/16	244.14	.00	CHK				
VENDOR TOTAL:						244.14						
VENDOR: 1191 LUCKETT PUMP & REPAIR												
16675	09/28/16		557 Rebuilding Chlorinator		10/05/16	146.30	.00	ACH				
VENDOR TOTAL:						146.30						
VENDOR: 1192 LYLE MACHINERY												
W03556	09/28/16		520 Excavator Repair		10/05/16	1134.20	.00	ACH				
VENDOR TOTAL:						1134.20						
VENDOR: 1305 NEXAIR												
04465135;0448083	09/28/16		0 Gas Cylinder Rentals		10/05/16	355.29	.00	ACH				
VENDOR TOTAL:						355.29						
VENDOR: 1314 METTLER-TOLEDO, LLC												
641375065	09/28/16		457 Calibrate Weights for Scales		10/05/16	1492.50	.00	ACH				
VENDOR TOTAL:						1492.50						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23110

UNPAID INVOICES

PAGE 4
RUN DATE 09/28/16 07:40 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1315 MS MUNICIPAL WORKERS COMP											
7180	09/28/16	0 Workers' Compensation		10/05/16	4350.00	.00	CHK				
VENDOR TOTAL:					4350.00						
VENDOR: 1316 MGM, INC.											
8694	09/28/16	613 Cylinder Repair		10/05/16	530.27	.00	CHK				
VENDOR TOTAL:					530.27						
VENDOR: 1322 MMC MATERIALS, INC.											
452083	09/28/16	558 2 yards of concrete		10/05/16	314.00	.00	CHK				
VENDOR TOTAL:					314.00						
VENDOR: 1392 NUNLEY TRUCKING CO., INC.											
21796	09/28/16	382 Gravel		10/05/16	1309.40	.00	CHK				
VENDOR TOTAL:					1309.40						
VENDOR: 1482 ORMAN'S WELDING											
26405	09/28/16	594 Service Call/Pull Pump on Hw		10/05/16	540.00	.00	ACH				
VENDOR TOTAL:					540.00						
VENDOR: 1525 OKTIBBEHA COUNTY COOP											
114623	09/28/16	579 Top Soil		10/05/16	74.00	.00	ACH				
116033	09/28/16	585 Trailer Hitch - Haul New Tra		10/05/16	40.69	.00	ACH				
116068	09/28/16	587 Hydrated Lime		10/05/16	7.95	.00	ACH				
116321	09/28/16	590 Uniform Purchase		10/05/16	308.90	.00	ACH				
98622; 6804	09/28/16	477 Uniform Purchase		10/05/16	241.18	.00	ACH				
VENDOR TOTAL:					672.72						
VENDOR: 1531 O'REILLY AUTO PARTS											
0997-321478	09/28/16	588 Vehicle Diagnostic Tool		10/05/16	150.00	.00	CHK				
VENDOR TOTAL:					150.00						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23110

UNPAID INVOICES

PAGE 5
RUN DATE 09/28/16 07:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1800 RACKLEY OIL, INC.												
440875	09/28/16		612 Fuel for Godwin Pump		10/05/16	70.72	.00	ACH				
VENDOR TOTAL:						70.72						
VENDOR: 1810 REGIONS COMMERCIAL BANKCARD												
9/16/16	09/28/16		0 Water Distribution Handbook		10/05/16	126.98	.00	CHK				
VENDOR TOTAL:						126.98						
VENDOR: 1850 RG-3 UTILITIES												
1472;1478;1486;1	09/28/16		0 AMI Meter Installation		10/05/16	59570.25	.00	CHK				
VENDOR TOTAL:						59570.25						
VENDOR: 1905 STARKVILLE AUTO PARTS												
5151-95834;5151-	09/28/16		559 Auto Parts		10/05/16	133.47	.00	CHK				
VENDOR TOTAL:						133.47						
VENDOR: 1910 STARKVILLE UTILITIES												
9/13/16-9/20/16	09/28/16		0 Utility Bill		10/05/16	2419.92	.00	CHK				
VENDOR TOTAL:						2419.92						
VENDOR: 1937 SOUTHERN PIPE & SUPPLY												
105197-00	09/28/16		607 Pipe Fittings		10/05/16	104.42	.00	ACH				
VENDOR TOTAL:						104.42						
VENDOR: 2018 TRADE AMERICA												
21128	09/28/16		568 Deoderant Concentrate		10/05/16	1014.00	.00	ACH				
21129	09/28/16		570 Janitorial Supplies - New Co		10/05/16	242.86	.00	ACH				
21141	09/28/16		586 Janitorial Supplies		10/05/16	252.52	.00	ACH				
21143	09/28/16		591 Janitorial Supplies - WWTP		10/05/16	406.81	.00	ACH				
VENDOR TOTAL:						1916.19						
VENDOR: 2024 THOMPSON MACHINERY												
PC 110238654; PC	09/28/16		605 Bulldozer Seat & Fuel Cap		10/05/16	399.80	.00	CHK				
VENDOR TOTAL:						399.80						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/05/16 ACCOUNT 23110

UNPAID INVOICES

PAGE 6
RUN DATE 09/28/16 07:40 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 2039 TRIPLE C TRAILERS LLC												
590	09/28/16		582 Equipment Trailer		10/05/16	3890.00	.00	CHK				
VENDOR TOTAL:						3890.00						
VENDOR: 2104 UPS												
24W1X6396;24W1X6	09/28/16		0 Postage		10/05/16	47.86	.00	CHK				
VENDOR TOTAL:						47.86						
VENDOR: 2202 WAYPOINT ANALYTICAL												
1025131;1026911	09/28/16		34 Weekly Analysis		10/05/16	468.00	.00	ACH				
VENDOR TOTAL:						468.00						
VENDOR: 2210 VERIZON WIRELESS												
9771331883	09/28/16		0 Phone Bill		10/05/16	240.06	.00	CHK				
VENDOR TOTAL:						240.06						
VENDOR: 2307 WISSCO												
15396	09/28/16		577 Effluent Sampler Calibration		10/05/16	500.00	.00	CHK				
VENDOR TOTAL:						500.00						
VENDOR: 2328 WOFFORD WATER SERVICE INC.												
6287	09/28/16		510 Chemicals		10/05/16	5534.25	.00	ACH				
VENDOR TOTAL:						5534.25						
GRAND TOTAL:						241020.73						



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 10-04 –16
PAGE: 1 of 1

SUBJECT: Request approval of 2016 Municipal Compliance Questionnaire

AMOUNT & SOURCE OF FUNDING: N/A

**REQUESTING
DEPARTMENT:** Finance and Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

DEADLINE: 10/31/16

SUGGESTED MOTION:

MOVE APPROVAL OF THE 2016 MUNICIPAL COMPLIANCE QUESTIONNAIRE

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:

____ City of Starkville _____
____ 110 West Main St, Starkville, MS 39759 _____

2. List the date and population of the latest official U.S. Census or most recent official census:

____ 2010 - 23888 _____

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).

____ See Attached (Appendix A) _____

4. Period of time covered by this questionnaire:

From: October 1, 2015 To: September 30, 2016

5. Expiration date of current elected officials' term: June 30, 2017

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2016

Answer All Questions: **Y** - YES, **N** - NO, **N/A** - NOT APPLICABLE

PART I - General

- | | |
|---|-----------|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? (Section 25-61-5) | <u>Y</u> |
| 4. Are meetings of the board open to the public?
(Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted?
(Section 25-41-13) | <u>Y</u> |
| 5. Are all required personnel covered by appropriate surety bonds? | |
| . Board or council members (Sec. 21-17-5) | <u>Y</u> |
| @ Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter) | <u>Y</u> |
| @ Municipal clerk (Section 21-15-38) | <u>Y</u> |
| @ Deputy clerk (Section 21-15-23) | <u>Y</u> |
| @ Chief of police (Section 21-21-1) | <u>Y</u> |
| @ Deputy police (Section 45-5-9) (if hired under this law) | <u>NA</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting?
(Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7) Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued?
(Section 21-39-7) Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13) Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9) Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205) Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y
17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) NA
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____Y_____
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) _____Y_____

APPENDIX A:

<u>Position</u>	<u>Name</u>	<u>Address</u>	<u>Telephone</u>
Mayor	Parker Wiseman	401 Chesnut Dr	662-425-0044
Alderman Ward 1	Ben Carver	28 Lakes Blvd	662-769-0792
Alderman Ward 2	Lisa Wynn	209 Lynn Lane Apt 3G	662-324-6494
Alderman Ward 3	David Little	100 Cypress Point Rd	662-418-5430
Alderman Ward 4	Jason Walker	204 N. Nash St	662-617-0130
Alderman Ward 5	Scott Maynard	502 N. Montgomery St	662-418-9786
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-325-2525
City Attorney	Chris Latimer	215 N. 5th St / 39701	662-245-5132

**CITY OF
STARKVILLE, MS**

Certification to Municipal Compliance Questionnaire

Year Ended September 30, 2016

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: 10/4/2016
PAGE: 1 of 2

SUBJECT: Consideration of Final Budget Adjustments for fiscal year 9-30-16

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Admin and Finance

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION, CONTACT:

SUGGESTED MOTION: Approval of final budget adjustments for fiscal year 9-30-16

30-Sep-16
Budget Amendments

Account #	Description	Debit	Credit
001-000-260-082	Sales Tax		450,000.00
001-000-260-080	Sales Tax - 2%		25,000.00
001-000-254-090	Alcohol Revenue		5,000.00
001-000-254-100	Wireless Communication		180,000.00
001-000-206-049	TVA Tax	50,000.00	
001-000-206-666	C'Spire		18,550.00
001-000-206-113	TV Cable Franchise	18,500.00	
001-000-254-069	Police School Reimb	120,000.00	
001-000-230-027	U S Marshall Program		600.00
001-000-230-048	Homeland Security		15,000.00
001-000-242-048	Bullyvard Grant		38,000.00
001-600-901-857	MDOT Bullyvard Study	38,000.00	
001-000-246-067	FOY Grant		140,000.00
001-600-912-811	Project FOY	140,000.00	
001-000-250-669	MDOT / Lynn Lane Grant		634,000.00
001-000-253-066	COPS Grant		50,872.31
001-000-253-067	Seatbelt Grant		26,329.34
001-000-253-068	JAG Grant		62,524.44
001-000-254-072	Fire Academy for Kids Grant		600.00
001-000-396-991	GO Bonds Proceeds Forward		142,532.36
001-000-254-094	Mayor's Youth - County		5,000.00
001-000-222-020	Building Permits	20,000.00	
001-000-392-920	Sale of Equipment		25,000.00
001-123-600-300	Professional Services - IT	20,000.00	
001-160-420-118	Court Prosecutor Expenses	91.00	
001-201-730-543	JAG Grant Equipment	52,772.00	
001-201-604-330	Police Communications	100,000.00	
001-204-540-235	Seatbelt Grant Expenses	2,000.00	
001-204-600-400	Seatbelt Grant Reimb.	1,217.37	
001-254-420-103	DUI Grant Payroll	35,000.00	
001-254-450-125	DUI Grant Payroll OT	12,000.00	
001-254-480-133	DUI Insurance Reimb	10,000.00	
001-254-460-130	DUI Pers	7,750.00	
001-267-558-269	Fire Building Maint	17,500.00	
001-000-358-705	Park Sports Fees Collected		45,000.00
001-000-358-710	Park Misc Revenue		12,350.00
001-550-600-370	Park Equip Repairs	10,000.00	
001-550-600-300	Park Misc Exp / Service	15,000.00	
001-550-501-220	Misc Supplies / Travel	2,000.00	
001-550-501-208	Janitorial Supplies	1,500.00	
001-550-480-139	Park Workers Comp	1,850.00	
001-550-430-107	Park Maintenance	25,000.00	
001-600-902-940	Lynn Lane	600,000.00	



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10-04-2016
PAGE: 1

SUBJECT: Request permission to purchase firefighter Air packs from Sunbelt at a cost of \$34,966.04. These Air packs will be used to replace our aging Air packs on the Fire Apparatus.

AMOUNT & SOURCE OF FUNDING These Air Packs will be purchased at a cost of \$34,966.04. This amount will be paid from Machine and Equipment. (001-261-918-805).

FISCAL NOTE: This gear is needed in order to keep our firefighters safe when conducting firefighting operations.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-769-3048

SUGGESTED MOTION: Move approval of the purchase of firefighter Air packs from Sunbelt at a cost of \$34,966.04. These Air packs will be used to replace our aging Air packs on the Fire Apparatus.



8050 McGowin Dr.
Fairhope, AL 36532
Phone (800) 642-8484
Fax (251) 928-9933

Quote

Date: 9/26/2016

Customer	Starkville Fire Dept	Billing Address
Name	Chief Charles Yarbrough	Same
Address	503 East Lampkin Street	
City	Starkville	State MS 39759
Phone/Cell	662-323-2962	

Qty	Description	Unit Price	TOTAL
1	MSA G1 4500 psi system Remote Quick Connection Standard Harness with Chest Strap Metal Band Cradle Type Adjustable Swivelling Lumbar Pad Solid cover Left Shoulder Regulator Type Continuous Regulator Hose Type Speaker Module Left Chest and Voice Amp ~ Standard Pass Device Right Chest Alkaline Battery Type ATO #G1FS 442MA2COLAA	\$ 4,060.26	\$ 4,060.26
1	Medium Facepiece Hycar Head harness Medium Nosecup 4 Point Adjustable Head Harness Push to Connect Regulator Connection ATO# G1FP FM1M401	\$ 237.32	\$ 237.32
42	MSA 4500 psi 30' Carbon Cylinders #10156423	\$ 661.26	\$ 27,772.92
42	MSA Quick Connect Adapters for cylinders #10149702-SP	\$ 38.32	\$ 1,609.44
1	MSA Transfill Hose	\$ 525.30	\$ 525.30
2	Quick Connect Adapters for Fill Station Compressor #10162403	\$ 380.40	\$ 760.80
			\$ -

SubTotal	\$ 34,966.04
Shipping	\$ -
Tax Rate(s)	0.00%
	\$ -
	0.00%
	\$ -
TOTAL	\$ 34,966.04

Sales Rep Alan Gho
Phone 800-642-8484
Cell 662-363-6097
email agho@sunbeltfire.com

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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 10-04-2016
PAGE: 1

SUBJECT: Request permission to allow the SFD Truck Committee (Chief Charles Yarbrough, Lt. Jerome Clark, Lt. Dewayne Davis, Lt. Jonathan Wade, Sgt. Chance Cummings, Sgt. Brian Clark) to travel to Ocala, FL, to perform final inspections on our (2) incoming Fire Apparatus. The dates are Oct. 26, 27, & 28, and will be at no cost to the City.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION, CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow the SFD Truck Committee (Chief Charles Yarbrough, Lt. Jerome Clark, Lt. Dewayne Davis, Lt. Jonathan Wade, Sgt. Chance Cummings, Sgt. Brian Clark) to travel to Ocala, FL, to perform final inspections on our (2) incoming Fire Apparatus. The dates are Oct. 26, 27, & 28, and will be at no cost to the City.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: October 4, 2016
Page: 1

SUBJECT: Request approval to hire David Sean Johnston as a Superintendent in the Starkville Utilities Department

AMOUNT & SOURCE OF FUNDING: Salary Grade 14 (2080) Annual Salary Rate of \$50,000.00 (\$24.04 per hour).

FISCAL NOTE:

AUTHORIZATION HISTORY:

David Sean Johnston is a native of Columbus, MS. He's certified in water and wastewater distribution. He worked at the City of Verona as a Public Works Director and at Hamilton Water District as a manager.

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 David Sean Johnston as a Superintendent in the Starkville Utilities Department. Subject to one (1) year probationary period.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: October 4, 2016
Page: 1

SUBJECT: Request approval to hire Savannah Hollis as a Payroll/Collections Clerk in the Starkville Utilities Department

AMOUNT & SOURCE OF FUNDING: Salary Grade 7 (2080) Annual Salary Rate of \$23,565.48 (\$11.33 per hour).

FISCAL NOTE:

AUTHORIZATION HISTORY:

Savannah Hollis is a native of Starkville, MS. She's a graduate from Nauset Regional High School. She attended the University of Maine at Farmington and Cape Cod Community College.

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 Savannah Hollis as a Payroll/Collections Clerk in the Starkville Utilities Department. Subject to one (1) year probationary period.

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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: October 4, 2016
Page: 1

SUBJECT: Request approval to advertise to fill the position of Wastewater Operator Level IV in the Wastewater Division of the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING: Salary Grade 12 (2080) Salary Range of \$37,952.45 (\$18.25 per hour) - \$50,509.72(\$24.28).

FISCAL NOTE:

AUTHORIZATION HISTORY:

Job Description

**Public Services Department - Wastewater Treatment Division
Operator IV**

Duties: To perform a variety of technical, skilled, semi-skilled, and labor work in the operation and maintenance of equipment, machinery and processes in a secondary wastewater treatment plant, sewer system, and pumping stations. To perform laboratory analysis, maintain records, and perform related work as required. May also be required to perform a variety of duties including, but not limited to:

- Operation of wastewater analysis laboratory.
- Monitoring operations and maintenance of water or wastewater treatment systems. Activities may include, but are not limited to: collecting samples for analysis in accordance with EPA, state and/or health department's regulations, performing a variety of chemical analysis (both in and out of a laboratory setting).
- Making system adjustments based on interpretation of results from chemical analysis.
- Making educated decisions on maintaining regulatory compliance.
- Performing mathematical calculations utilizing basic algebraic formulas and a calculator.
- Completing computerized reports, compiling information and correctly completing monthly reports as required by permits, state authority, EPA, or management directive.
- Must have knowledge of basic organizational skills, basic mechanical skills, and basic electrical wiring skills.
- Must be able to properly communicate current operational status to upper management.
- Maintain operation logs.
- Perform minor to major maintenance on equipment.
- Monitors operation of a loader and/or backhoe.

The Operator IV works as team player with other employees, serves on various employee or other committees as assigned, maintains drawings and schematics of electrical, mechanical equipment and processes, attends training classes, seminars, as assigned, prioritize daily work flow, meet specified or required deadlines, communicate effectively with residents, elected officials, and other City employees, etc., both orally and written, work autonomously, handle multiple tasks simultaneously with frequent interruptions, deal with others in a professional manner, maintain professional composure in heated situations, follow Department and City policies and procedures, operates with minimum supervision. The position requires the ability to sit, stand, walk, see, bend, stoop, talk and hear, kneel, crouch, smell, climb and balance on ladders, crawl in confined spaces. The employee frequently works outside in all types of weather conditions, near moving mechanical parts, exposed to wet and or humid conditions and odorous atmosphere, frequently works with toxic or caustic chemicals and is occasionally exposed to fumes and the risk of electrical shock, occasionally works on ladders in high precarious places, in small spaces, such as lift/metering stations, manholes, tanks and wet wells (confined spaces). The noise level in the work environment is usually moderately loud. The employee may also be required to lift heavy objects (up to 50 lbs.) without assistance, is regularly required to use hands to handle, feel or operate objects, tools or controls and reach with hands and arms, specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus.

Qualifications: Graduation from high school or G.E.D. equivalent, some experience in work involving a wide variety of mechanical repair and maintenance of pumps, motors, air compressors, blowers and electrical circuits, applicant must be a Mississippi Class IV Wastewater Operator or be able to attain a Mississippi Class IV Wastewater license within one year, knowledge of equipment, processes, materials, chemicals, methods and procedures used in wastewater plant maintenance and operation activities; knowledge of laboratory procedures and practices, mechanical aptitude and skill in the operation of the listed tools and equipment, knowledge of electricity, instrumentation, and plumbing methods, ability to read and understand mechanical drawings, blue prints, schematics, operation and maintenance manuals, ability to maintain logs, records, perform laboratory tests, and arithmetic calculations, ability to understand and follow oral and written instruction, initiative and resourcefulness in solving unusual mechanical and operational problems, ability to work effectively with other employees, the public and with minimum supervision, the ability to work safely and under pressure, valid State Driver's License with an acceptable MVR, and must be able to work a rotating stand-by schedule.

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 advertise to fill the position of Wastewater Operator Level IV in the Wastewater Division of of the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: October 4, 2016
Page: 1

SUBJECT: Discussion and Consideration of the job description for the position of Director of Maintenance Operations and approval to advertise for the position.

AMOUNT & SOURCE OF FUNDING: Salary Grade 12 (2080) Annual Salary Range of \$37,952.42 (\$18.25 per hour) - \$50,509.72(\$24.28).

FISCAL NOTE:

AUTHORIZATION HISTORY:

Job Description Attached

REQUESTING DEPARTMENT: Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION: Herman Peters, Director

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Discussion and Consideration of the job description for the position of Director of Maintenance Operations and approval to advertise for the position.

**CITY OF STARKVILLE
JOB DESCRIPTION**

Title: Director of Maintenance Operations

Department: Parks and Recreation

Reports to: Director of Parks and Recreation

Classification: Non Exempt, Salary Grade 12

Date Prepared: 10/4/2016

Approved by Board:

GENERAL POSITION SUMMARY:

Under the general direction of the Parks and Recreation Director, the Director of Maintenance Operations performs a variety of administrative and supervisory duties in the daily operation of the Starkville parks and recreation facilities. Supervise and train employees. Evaluate performance ensure that the building, equipment, and grounds are maintained in good order and that preventative maintenance measures are taken to extend the life and value of the facilities.

ESSENTIAL JOB FUNCTIONS:

1. Assists the Director of Parks and Recreation in the interpretation and execution of the City of Starkville's policies procedures
2. Supervises and lays out work assignments for parks maintenance and improvement
3. Assigns all daily park goals and objectives such as but not limited to pavilion clean up, garbage collection, lawn care, clean and fix playground equipment, preparation and maintenance of playing fields and supervises maintenance of the automatic sprinkling system
4. Works with Parks and Recreation Director to plan for new and improved parks and recreation facilities
5. Arrange for and manage contracted repairs, maintenance, and construction services
6. Supervises orders for supplies and equipment
7. Supervises splash pad, swimming pool, playgrounds and all sports fields for recreation and tournament play and concession stands
8. Ensures facilities are in good operating condition
9. Assists in the preparation of special events held in the parks
10. Performs related duties as assigned

OTHER FUNCTIONS:

1. Ability to establish and maintain effective working relationships with employees, other agencies, and the public
2. Prioritize daily work flow
3. Meet specified or required deadlines
4. Communicate effectively with residents, elected officials, and other City employees effectively, verbally and in writing
5. Ability to prepare and administer a large work program
6. Handle multiple tasks simultaneously with frequent interruptions
7. Follow Department and City policies and procedures
8. Ability to coordinate a variety of maintenance programs related to upgrading the city's park and recreation facilities
9. Deal with others in a professional manner
10. Maintain professional composure in heated situations
11. Operates with minimum supervision

INTERPERSONAL CONTACTS:

The Director of Maintenance Operations 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. Bachelor's Degree in Recreation Administration, Public Administration, Management or related field with two years of administrative experience or any equivalent combination of education and experience. At least (2) years of full time experience managing various recreational programs and supervising a full time recreational staff; and the appropriate communication skills to deal effectively with residents, elected officials, and recreational boards and groups. Preferable two years' experience of park maintenance.
2. Must be bondable; must possess a valid driver's license
3. Knowledge of recreation systems, recreation management and operations;
4. Knowledge of the principles of landscaping and a variety of other fields related to parks and recreation development
5. Demonstrated ability to be a team player and have a willingness to lend a hand with any project
6. The ability to perform the essential functions of the job

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: While performing the duties of this job, the employee occasionally works near moving mechanical parts or in outside weather conditions. The employee is occasionally exposed to wet and or humid conditions, fumes, toxic or caustic chemicals. The noise level in the work environment is usually quiet when in the office, or moderately noisy when in the field.

Physical: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is frequently required to walk, stand, sit and talk to or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; to reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl. The employee must frequently lift and or move up to 25/50 pound and 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 an 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: October 4, 2016

Page: 1

SUBJECT: Discussion and Consideration of the job description for the position of Director of Recreation and Sports and approval to advertise for the position.

AMOUNT & SOURCE OF FUNDING: Salary Grade 12 (2080) Annual Salary Range of \$37,952.42 (\$18.25 per hour) - \$50,509.72(\$24.28).

FISCAL NOTE:

AUTHORIZATION HISTORY:

Job Description Attached

REQUESTING DEPARTMENT: Starkville Parks and Recreation Department

DIRECTOR'S AUTHORIZATION: Herman Peters, Director

FOR MORE INFORMATION CONTACT: Stephanie Halbert, Interim Human Resource Management Director

SUGGESTED MOTION

Discussion and Consideration of the job description for the position of Director of Recreation and Sports and approval to advertise for the position.

**CITY OF STARKVILLE
JOB DESCRIPTION**

Title: Director of Recreation and Sports

Department: Parks and Recreation

Reports to: Director of Parks and Recreation

Classification: Non Exempt, Salary Grade 12

Date Prepared: 10/04/2016

Approved by Board:

GENERAL POSITION SUMMARY:

Under the general direction of the Parks and Recreation Director, the Director of Recreation and Sports will perform an administrative and supervisory work in directing the programming, planning, and implementation of recreation and sports.

ESSENTIAL JOB FUNCTIONS:

1. Assists the Director of Parks and Recreation in the interpretation and execution of the City of Starkville's policies procedures
2. Recruit, train, supervise and evaluate employees as well as contract staff.
3. Train departmental staff with scorekeeping, rules, policies and basic knowledge of all sports offered.
4. Coordinator for the preventative and general maintenance of all athletic facility equipment.
5. Prepares media information for release, including flyers, brochures and press releases associated with athletic programs
6. Understand and successfully operate software for program registration
7. Assist with coordination and planning of departmental special events including parades, concerts in the park, movies in the park, Christmas, Halloween, summer camps, etc.
8. Manages difficult or emotional customer situations; Responds promptly to customer needs;
9. Responds to requests for service and assistance.
10. Ability to identify and resolve problems in a timely manner.
11. Help prepare and administer budget unit for athletic division
12. Help prepare year-end reports on customer usage and revenue of the athletic facilities.
13. Help develop, implement and review policies and procedures for facility rentals, programs, and revenue collection for athletic division\
14. Recruit volunteers and contract staff for various programs and events
15. Performs related duties as assigned

OTHER FUNCTIONS:

1. Ability to perform related duties as required by the Director of Parks and Recreation
2. Prioritize daily work flow
3. Meet specified or required deadlines
4. Communicate effectively with residents, elected officials, and other City employees effectively, verbally and in writing.
5. Ability to prepare and administer a large work program.
6. Handle multiple tasks simultaneously with frequent interruptions.
7. Follow Department and City policies and procedures.
8. Ability to effectively administer the facilities, programs and personnel in recreation and sports.
9. Deal with others in a professional manner.
10. Maintain professional composure in heated situations.
11. Operates with minimum supervision

12. Possess qualities that characterize a promoter, organizer, and administrator

INTERPERSONAL CONTACTS:

The Director of Recreation and Sports 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. Bachelor's Degree in Parks, Recreation, Business, Health, Sports Management or related field. At least (2) years of full time experience managing various recreational programs and supervising a full time recreational staff; and the appropriate communication skills to deal effectively with residents, elected officials, and recreational boards and groups. Preferable four years' experience as a Sports and Recreation Director.
2. Must be bondable;
3. Must possess a valid driver's license
4. Knowledge of recreation systems, recreation management and operations
5. CPR/First Aid/AED training/certification
6. Demonstrated ability to be a team player and have a willingness to lend a hand with any project
7. The ability to perform the essential functions of the job

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein is 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..

Physical: The physical demands describe here are representative of those that must be met by an employee to successfully perform the essential functions of this job,. While performing the duties of this job, the employee is frequently required to walk, stand, sit and talk to or hear. The employee is occasionally required to use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl. The employee must occasionally lift and or move up to 25/50 pound and 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 an 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.: POLICE
AGENDA DATE: 10-4-2016
PAGE: 1 of 1**

SUBJECT: Discussion and consideration to enter into an agreement with MSU Bulldog Sports Properties, LLC., for Law Enforcement Appreciation Day on November 19, 2016.

AMOUNT & SOURCE OF FUNDING \$15,000.00

FISCAL NOTE:

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:

Move approval for consideration to enter into an agreement with MSU Bulldog Sports Properties, LLC., for Law Enforcement Appreciation Day on November 19, 2016.



MSU Bulldog Sports Properties, LLC

MARKETING & SPONSORSHIP AGREEMENT

THIS MARKETING AND SPONSORSHIP AGREEMENT ("Agreement") is made and entered as of the 23rd day of September, 2016 between Starkville Police Dept. ("Sponsor") and MSU Bulldog Sports Properties, LLC, a Missouri limited liability company qualified to do business in the State of Mississippi ("Provider").

BACKGROUND

- A. Provider holds the exclusive marketing and sponsorship rights for Mississippi State University athletics ("University").
- B. Sponsor wishes to further its exposure of its products and/or services through its association with University and by sponsoring University athletics.

NOW, THEREFORE, in consideration of the foregoing Background and other valuable consideration, Sponsor and Provider (the "Parties") agree as follows:

1. **Term of Agreement.** This Agreement shall cover the following athletic year(s) which are measured from July 1 to June 30 (the "Term") and includes performance commenced prior to the execution of this Agreement: 2016-2017.

Neither Party shall have any of the rights set forth in this Agreement after its expiration except for obligations which by their nature shall survive termination including Sponsor's payment obligations to Provider under Paragraph 3 below.

2. **Sponsorship Benefits.** During the Term, provided that Sponsor fulfills all of its payment obligations to Provider, Sponsor will receive the benefits described on Exhibit A attached to this Agreement and made a part hereof and no others (the "Benefits"). Unless otherwise specifically stated in Exhibit A or elsewhere in this Agreement, all Benefits are for the regular season only. If for any reason other than a Force Majeure condition described in Paragraph 5 of this Agreement, Provider is unable, for any other reason, other than due to Sponsor's fault, to provide Sponsor with a Benefit described in Exhibit A, Provider shall give written notice to Sponsor and offer Sponsor mutually agreeable make-good benefits in direct and fair proportion to the benefits which Provider cannot provide to Sponsor ("Alternative Make-Good Benefits"). The Alternative Make-Good Benefits may not, however, include tickets, hospitality, catering or similar benefits which involve an out-of-pocket cost to Provider. The Alternative Make-Good Benefits shall be subject to Sponsor's approval, which approval will not be unreasonably withheld, delayed or conditioned. Until such time as the Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full sponsorship fee to Provider as set forth above. If Alternative Make-Good Benefits are not agreed upon, this Agreement shall not terminate, but rather the sponsorship fee to be paid by Sponsor will be adjusted to reflect the benefits which are not available to Sponsor.
3. **Payment Obligations of Sponsor.** In consideration of the Benefits to be provided to Sponsor by Provider, Sponsor will pay Provider the amounts set forth below at the times set forth below:

Athletic Year

Cash Billing Totals as Follows:

2016-2017 - \$15,000 as follows:
12/01/2016 - \$15,000.00

Total Payment Due: \$15,000

Please make all checks payable to MSU Bulldog Sports Properties, LLC. All late payments are subject to a late payment fee of 2% per month (24% APR) or the highest rate allowed by law together with all costs and expenses of collection including attorneys' fees and court costs.

If Sponsor does not pay when due any amount payable Provider, then Provider may give notice of such breach and, if such amount is not paid within ten (10) days after such notice is given, then Provider may terminate this Agreement by giving notice of termination within thirty (30) days after such ten (10) day period. If Provider terminates this Agreement under this Paragraph 3, then Provider will have no further obligations under this Agreement to Sponsor and Sponsor will continue to be liable to Provider for such amount.

4. **Extended-Season Radio.** If any of the Benefits described on Exhibit A include radio broadcasting sponsorships, then the Benefits relating to such sponsorships shall only include 12 regular season football broadcasts and 29 Regular Season Men's Basketball Broadcasts. If Provider's network broadcasts additional games (beyond 12 for football and 29 for basketball), the sponsorship will continue for those game at the regular season rate outlined in Exhibit A . Additional games/broadcasts will be invoiced at the conclusion of the football and basketball season respectively.
5. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing party's control and without such party's fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockouts ("Force Majeure"). If any Force Majeure condition affects Provider's ability to perform its obligations set forth hereunder, Provider shall give written notice to Sponsor, and Provider will offer mutually agreeable make-good benefits to Sponsor in direct and fair proportion to the benefits not received by Sponsor due to the Force Majeure condition ("Make-Good Benefits"). The Make-Good Benefits shall be subject to Sponsor's approval which approval will not be unreasonably withheld or delayed. Until such time as the Make-Good Benefits are agreed upon, Sponsor will continue to pay the full sponsorship fee to Provider as set forth above. If Make-Good Benefits are not agreed upon, this Agreement shall not terminate, but rather the sponsorship fee to be paid by Sponsor will be adjusted to reflect the benefits which were not available to Sponsor.
6. **University Marks.** To the extent that any of the Sponsor's Benefits described in Exhibit A hereto include the right to make use of University's athletic logos or trademarks ("School Marks"), Sponsor agrees that its use of School Marks is non-exclusive, limited and non-transferable and must be approved by the Provider and/or the University prior to its use. Sponsor further agrees that it may not make use of School Marks in any retail promotion or sale of a product without the approval of the University or its authorized agent and the payment of any required license fee. All right, title and interest in and to the School Marks is and shall remain the sole and exclusive property of Provider.
7. **Miscellaneous.** Sponsor and Provider will comply with all federal, state and local laws as well as all Conference rules to which the University belongs and NCAA rules and regulations in connection with their respective performance under this Agreement . To that end, Sponsor shall not make use of any student-athlete's name or likeness (as defined by the NCAA) without advance written approval of University's compliance officer. All notices hereunder must be in writing and shall be deemed to have been given when (a) delivered by hand (with written confirmation of receipt), (b) sent by facsimile (with written confirmation of receipt) (c) sent by certified mail, return receipt requested when received by the addressee; (d) sent by a nationally recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth on the signature page below (or to such other addresses as a signatory may designate by notice to the other signatories) or (e) when received by the addressee, if sent by e-mail to the appropriate e-mail address of the addressee. Sponsor shall not have the right to transfer or assign its rights or obligations under this Agreement without the express prior written consent of Provider. In the event that either Party shall cease conducting business in the normal course, become insolvent, admit in writing its inability to meet its debts as they mature, make a general assignment for the benefit of creditors, or is the subject of a petition in bankruptcy and such petition is not dismissed within sixty (60) days from its filing, then at the option of the other Party, this Agreement shall terminate immediately and be of no further force and effect. This Agreement constitutes and contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral understandings or agreements with respect thereto. No amendment to this Agreement shall be valid unless in writing signed by each of the Parties hereto. The failure of any Party to exercise any of its rights under this Agreement shall not be deemed a waiver of such right or any other rights. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. Sponsor and Provider are independent contracting parties and nothing in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them nor does it grant either Party any authority to assume or create any obligation on behalf of or in the name of the other Party. This Agreement may be executed in counterparts by facsimile or electronic signature, each of which shall be deemed an original and each counterpart together shall constitute one document.

Sponsor represents and warrants that the person whose signature appears below for Sponsor is duly authorized to execute this Agreement and legally bind Sponsor under this Agreement. This Agreement shall not be binding upon Provider until and unless it is executed by Provider's General Manager irrespective of whether Provider's Account Executive has signed the Agreement.

ACCEPTED AND AGREED AS OF THE ABOVE DATE AND IF NO DATE IS INSERTED, THEN THE FIRST DAY OF THE ATHLETIC YEAR OF THE TERM SHALL BE THE DATE OF THIS AGREEMENT:

**Starkville Police Dept.
101 E Lampkin St
Starkville, MS 39759**

**MSU Bulldog Sports Properties, LLC
Humphrey Coliseum, 55 Bailey Howell Drive
Mississippi State, MS 39762**

By: _____
Don Williams

Title: General Manager

By: _____

By: _____
Hans Malebranche

Title: Account Executive

EXHIBIT A
TO MARKETING & SPONSORSHIP AGREEMENT
BETWEEN
Starkville Police Dept.
AND
MSU Bulldog Sports Properties, LLC

BENEFITS

- Nov 19 v Ark = Law Enforcement Appreciation Day
- SPD logo on videoboard associated with "First Aid" & "Fan Assist" graphics and PA announcements
- SPD representative (limit 4) to join team in locker room for Coach Mullen's pep talk
- SPD representative (limit 4) walks out with team captains for coin toss
- On-field recognition of up to (10) people and ball presentation during game
- Minimum of (2) Facebook, Twitter, and Instagram posts week of game with SPD logo
 - To include "Blue Out" of stadium
- Logo on "drive home safely" videoboard graphic
- 3 minutes exposure on LED ribbon
 - Broke into six (6) :30 second segments
- SPD presentative to do live pregame radio interview
- Discounted tickets will be offered to all first responders

In implementing Sponsor's text program (the "Program"), Sponsor must comply with all Federal Communications Rules and Regulations applicable to the Program ("FCC Rules"). If Sponsor does not permit Provider to include language in Sponsor's Program(s) to make it compliant with the FCC Rules, as they may be amended, Provider shall be excused from running Sponsor's Program(s) in any format (Video board, PA announcement, signage, Twitter or otherwise), Provider shall not be in default under this Agreement, the sponsorship fee shall not be reduced and Provider need not provide Sponsor with any make-good or similar benefits in lieu of the Program(s).