



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
October 3, 2017**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
David Little
Jason Walker
Patrick Miller
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

**Human Resources
Director**
Navarrete Ashford

**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 and
Environmental Director**
Calvin Ware

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, OCTOBER 3, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

CONSENTED ITEMS HIGHLIGHTED IN YELLOW

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 1, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 5, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Introduction of new Employees:

Christian Twillie - Firefighter

Angelica Colbert – Police Officer

Christopher English – Police Officer

David Fair – Police Officer

Paul Stratton Woods – Police Officer

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING ON THE REPEAL OF THE ADMINISTRATIVE ADJUDICATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

B. SECOND PUBLIC HEARING ON AMENDING THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

C. PUBLIC HEARING OF RZ 17-10 A REQUEST TO REZONE THREE LOTS LOCATED AT 106, 108, AND 112 MILL STREET FROM R-2 TO T-5 WITH THE PROPERTY # 101D-00-318.00, 101D-00-319.00, AND 101D-00-321.00.

- D. PUBLIC HEARING OF RZ 15-05 A REQUEST FOR MODIFICATION OR REMOVAL OF SEVERAL CONDITIONS PLACE ON THE REZONE OF TWO LOTS LOCATED AT 104 AND 105 CAMP AVENUE WITH THE PROPERTY # 101C-00-001.00 AND #101C-00-002.00.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE ACCEPTANCE OF THE STARKVILLE CONVENTION AND VISITOR BUREAU ANNUAL 2% BUDGET FOR FISCAL YEAR 2017-18.
- B. CONSIDERATION OF THE ACCEPTANCE OF THE OCEDA ANNUAL 2 % BUDGET FOR FISCAL YEAR 2017-18.
- C. CONSIDERATION OF RE-APPOINTING JERRY TONEY TO HIS SECOND TERM AS THE CITY'S REPRESENTATIVE TO THE LINK BOARD FOR THE THREE YEAR TERM THAT EXPIRED SEPTEMBER 30, 2017.
- D. CONSIDERATION OF THE ADOPTION OF AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE RENEWAL TO BCI MISSISSIPPI BROADBAND, LLC D/B/A MAXXSOUTH BROADBAND, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN STARKVILLE, MISSISSIPPI; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.
- E. CONSIDERATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF STARKVILLE AND BCI MISSISSIPPI BROADBAND, LLC D/B/A MAXXSOUTH BROADBAND, A MISSISSIPPI LIMITED LIABILITY COMPANY CONCERNING THE USE OF CERTAIN STRUCTURES OWNED BY THE CITY OF STARKVILLE.
- F. CONSIDERATION OF THE REPEAL OF THE ADMINISTRATIVE ADJUDICATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.
- G. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2017 PUMKINPALOOZA EVENT WITH IN-KIND SERVICES.
- H. CONSIDERATION OF AN AGREEMENT WITH SLAUGHTER AND ASSOCIATES FOR PROPOSED ANNEXATION STUDY.
- I. CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION.

- J. CONSIDERATION OF APPROVING THE PROPOSAL OF FARMER MORGAN, LLC, THE SOLE SUBMITTER OF A PROPOSAL TO APPLY FOR THE TIGER GRANT CLOSING ON OCTOBER 16, 2017.

X. BOARD BUSINESS

- A. DISCUSSION AND CONSIDERATION OF AMENDING THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.
- B. DISCUSSION AND CONSIDERATION OF A PROFESSIONAL SERVICE AGREEMENT WITH DALHOFF THOMAS STUDIO FOR THE STARKVILLE PARK AND RECREATION MASTER PLAN IMPLEMENTATION WORK.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL OF THE KEESLING AIRCRAFT RENTAL AND TRAINING, LLC FLIGHT SCHOOL AGREEMENT FOR FLIGHT SCHOOL TRAINING AT GEORGE M. BRYAN FIELD, STARKVILLE MS.
2. REQUEST APPROVAL OF THE CIRCLE S FLIGHT TRAINING AGREEMENT AT GEORGE M. BRYAN FIELD, STARKVILLE MS

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF RZ 17-10 A REQUEST TO REZONE THREE LOTS LOCATED AT 106, 108, AND 112 MILL STREET FROM R-2 TO T-5 WITH THE PROPERTY # 101D-00-318.00, 101D-00-319.00, AND 101D-00-321.00.
- b. CONSIDERATION OF RZ 15-05 A REQUEST FOR MODIFICATION OR REMOVAL OF SEVERAL CONDITIONS PLACE ON THE REZONE OF TWO LOTS LOCATED AT 104 AND 105 CAMP AVENUE WITH THE PROPERTY # 101C-00-001.00 AND 101C-00-002.00.
- c. CONSIDERATION OF PP 17-10 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR COMBINING AND SUBDIVIDING SEVERAL

LOTS LOCATED AT 104 AND 105 CAMP AVENUE AND 703, 703½, 705 AND 705½ UNIVERSITY DRIVE IN A T5 ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.

- d. CONSIDERATION OF VA 17-15 A REQUEST FOR VARIANCE RELIEF FROM STREET WIDTH, SIDEWALK PLACEMENT, LOT DIMENSIONS, AND BUILDING HEIGHT LOCATED AT 104 AND 105 CAMP AVENUE AND 703, 703½, 705 AND 705½ UNIVERSITY DRIVE IN A T5 ZONING DISTRICT WITH THE PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.

- e. CONSIDERATION OF ONE CANDIDATE, ARIELLE STALLINGS, THE SOLE APPLICANT, FOR POTENTIAL APPOINTMENT FOR A VACANCY IN THE KEEP STARKVILLE BEAUTIFUL COMMITTEE.

- f. CONSIDERATION OF ONE CANDIDATE, PETER SUMMERLIN, THE SOLE APPLICANT, FOR POTENTIAL APPOINTMENT FOR THE VACANCY ON THE STARKVILLE TREE ADVISORY BOARD.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. REQUEST APPROVAL OF SUPPLEMENTAL AGREEMENT #3 FOR THE LOUISVILLE STREET PEDESTRIAN IMPROVEMENT PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 27, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.
- 2. REQUEST APPROVAL OF CITY CLERK / CFO LESA HARDIN TO ATTEND THE 2017 MASTER MUNICIPAL CLERK SESSION TO BE HELD OCTOBER 4 – 6 AT MSU AT A COST OF \$100.

3. REQUEST APPROVAL OF BUDGET AMENDMENTS FOR FY 2017.

4. REQUEST APPROVAL OF ANNUAL MUNICIPAL COMPLIANCE REPORT.

5. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR DEPUTY CLERK LEANNE MCGARR TO THE OCTOBER 18 – 20, 2017 DEPUTY CLERK TRAINING IN HATTIESBURG, MS WITH ADVANCE TRAVEL NOT TO EXCEED \$650.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO CHANGE THE EMPLOYMENT STATUS OF MATTHEW ADDY FROM TEMPORARY FULL TIME TO FULL TIME.

2. REQUEST AUTHORIZATION TO HIRE EMMANUEL MOORE, AS THE BUILDING INSPECTOR, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE MICHAEL EDWARDS AS A CERTIFIED FIREFIGHTER, IN THE STARKVILLE FIRE DEPARTMENT AND ALLOW MR. EDWARDS TO BE CONSIDERED FOR PROMOTION AFTER ONE (1) YEAR.

I. PARKS AND RECREATION

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES AND THE CITY OF STARKVILLE TO ENTER INTO A MASTER PROFESSIONAL ENGINEERING AGREEMENT WITH VOLKERT, INC.

2. REQUEST AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN STARKVILLE UTILITIES AND VOLKERT INC. FOR THE EVALUATION OF OPTIONS TO MANAGE SLUDGE IN THE CITY'S WASTEWATER LAGOON.

3. REQUEST AUTHORIZATION FOR ROBBY GILLILAND TO TRAVEL TO JACKSON, TN TO ATTEND TVPPA LINE WORKER UNDERGROUND LAB 4 ON OCTOBER 9-13, 2017 AT A TOTAL COST NOT TO EXCEED \$1,672 WITH ADVANCE TRAVEL.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL OCTOBER 17, 2017 @ 5:30 IN THE COURT ROOM AT 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: 10-3-17
PAGE: 1 of

SUBJECT: Request approval of the minutes of the September 1, 2017 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 1, 2017 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 WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
September 1, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Work Session on September 1, 2017 at 11:00 a.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Roy A'. Perkins and Henry Vaughn, Sr. Alderman Patrick Miller was unable to attend. Attending the Board were Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor Spruill opened the work session. The work session was properly noticed pursuant to Miss. Code Ann. § 25-41-13 and a copy of that notice is included in the minutes. The meeting was live streamed on Facebook. The public and media were welcomed and attended. The session is also available for viewing on the City website.

Camille Young, Chris Champion and Marty Fuller of Cornerstone Government Affairs were introduced and presented information on their representation of Starkville. They discussed current and past projects beneficial to the City of Starkville, notable clients and relationships, City priorities and answered questions as to future City needs. They are not currently under contract with the City of Starkville, in that their contract recently expired. They will be presenting a new contract to the City at an upcoming meeting.

Alderman Sistrunk discussed the recent bond rating call with Moody's. The City has an A1 rating and should be able to maintain that rating.

During the work session, the Mayor and Board discussed items on the upcoming September 5, 2017 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, SEPTEMBER 1, 2017
AT 11:00 AM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 9-5-2017
PAGE: 1 of 27

SUBJECT: Request approval of the minutes of the September 5, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

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 5, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 5, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on September 5, 2017 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Patrick Miller, Roy A.' Perkins, and Henry Vaughn, Sr. Absent was Alderman Jason Walker. Attending the Board were City Clerk Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Carver requested the following items be added to the Consent Agenda:

XII. A. 1. REQUEST APPROVAL TO ACCEPT THE MASTER CONTRACT FOR PROFESSIONAL AIRPORT ENGINEERING SERVICES 2017 FROM CLEARWATER CONSULTANTS, INC. FOR GEORGE M. BRYAN FIELD, STARKVILLE MS.

There being no objections, the item was added to the Consent Agenda.

1. A MOTION TO APPROVE THE CONSENT AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Sistrunk, to approve the September 5, 2017 Consent Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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.

2. A MOTION TO APPROVE THE AGENDA WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the September 5, 2017 Agenda. The Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent

Alderman Patrick Miller 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 5, 2017
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

A. CONSENT AGENDA AS HIGHLIGHTED IN YELLOW

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

A. CONSIDERATION OF THE MINUTES OF THE JULY 18, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

B. CONSIDERATION OF THE MINUTES OF THE JULY 28, 2017 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

C. CONSIDERATION OF THE MINUTES OF THE AUGUST 1, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCE

VIII. INTERVIEWS OF CANDIDATES FOR APPOINTMENT TO THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD.

- A. SUMNER DAVIS
- B. LISA LONG
- C. DEBRA PRINCE

IX. PUBLIC HEARINGS

- A. PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2018 BUDGET AND PROPOSED TAX LEVIES FOR THE CITY OF STARKVILLE.
- B. PUBLIC HEARING ON AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI.

X. MAYOR'S BUSINESS

- A. CONSIDERATION OF ACCEPTING THE PROPERTY AT THE INTERSECTION OF MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 AND NORTH JACKSON STREET/HIGHWAY 389 FROM RO-SHAM-BO STARKVILLE, LLC.
- B. CONSIDERATION OF A FAIR HOUSING RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.
- C. CONSIDERATION OF THE APPROVAL OF A MINORITY AND WOMEN-OWNED BUSINESS (MBE/WBE) RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.
- D. CONSIDERATION OF THE APPROVAL OF A SECTION 3 PLAN RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.
- E. CONSIDERATION OF THE APPROVAL OF A CODE OF STANDARDS OF CONDUCT RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.
- F. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE REPEAL OF THE ADMINISTRATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

XI. BOARD BUSINESS

- A. ACKNOWLEDGEMENT OF RECEIPT OF APPALACHIAN REGIONAL COMMISSION (ARC) GRANT PROJECT NUMBER MS-188956 IN THE AMOUNT OF \$269,055 WITH A CITY MATCH OF \$67,264 FOR THE PAVING OF MILL STREET.**
- B. AUTHORIZATION TO BEGIN THE PROCUREMENT PROCESS FOR ENGINEERING PROFESSIONAL SERVICES FOLLOWING THE REQUIRED ARC PROGRAM GUIDELINES WHICH INCLUDES PUBLIC ADVERTISEMENT OF A REQUEST FOR PROPOSALS (RFP) IN A LOCAL NEWSPAPER OF GENERAL CIRCULATION; ESTABLISHING AN RFP REVIEW COMMITTEE; AND MBE/WBE SOLICITATION.**
- C. CONSIDERATION OF ACCEPTING THE QUOTE FROM PRISM PRODUCTS IN THE AMOUNT OF \$4,733.00 TO PURCHASE ELEVEN TRASH RECEPTACLES WITH FUNDS COMING FROM KEEP STARKVILLE BEAUTIFUL FUNDS.**
- D. CONSIDERATION OF APPROVAL TO PURCHASE DECORATIVE SIGNAGE AND GARBAGE RECEPTACLES AT A COST NOT TO EXCEED \$15,500 WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 4 AND WARD 5 DISCRETIONARY FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A PROPOSAL FROM THE LOWEST QUOTE SUPPLIER.**
- E. CONSIDERATION OF APPOINTING LIBBY GERALD, LIBBI HAVELIN AND JANET MULLINS TO THE KEEP STARKVILLE BEAUTIFUL COMMITTEE WITH A THREE YEAR TERM TO BEGIN ON SEPTEMBER 6, 2017.**
- F. CONSIDERATION OF APPROVAL FOR HERMAN PETERS, DANIEL HAVELIN, AND EMILY CORBAN TO ATTEND THE KEEP MISSISSIPPI BEAUTIFUL ANNUAL CONFERENCE IN STARKVILLE ON SEPTEMBER 28TH AND 29TH WITH COSTS NOT TO EXCEED \$90.**
- G. CONSIDERATION OF RESCINDING THE PREVIOUS BOARD AUTHORIZATION TO ADVERTISE AND HIRE TWO (2) FIREMEN.**
- H. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.**
- I. CONSIDERATION OF APPROVAL FOR THE TRAVEL FOR ANY ALDERMEN INTERESTED IN ATTENDING THE 2017 SMALL TOWN CONFERENCE IN OXFORD, MS FROM OCTOBER 25, 2017 THROUGH OCTOBER 26, 2017 WITH ADVANCE TRAVEL NOT TO EXCEED \$550 EACH.**

XII. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST APPROVAL TO ACCEPT THE MASTER CONTRACT FOR PROFESSIONAL AIRPORT ENGINEERING SERVICES 2017 FROM CLEARWATER CONSULTANTS, INC. FOR GEORGE M. BRYAN FIELD, STARKVILLE MS.
2. REQUEST TO APPROVE WORK AUTHORIZATION NUMBER 17-01 FOR THE FAA 2017 AIP PROJECT FROM CLEARWATER CONSULTANTS, INC. FOR GEORGE M. BRYAN FIELD, STARKVILLE MS.
3. REQUEST TO ACCEPT LOWEST BASE BID FOR NORTH BOUNDARY CLEARING AND FENCING AND RELATED IMPROVEMENTS IN THE AMOUNT OF \$52,212.50 AND ADDITIVE ALTERNATIVE 1-WEST SIDE CLEARING AND FENCING IN THE AMOUNT OF \$49,425.00 FROM COLUMBUS FENCE COMPANY.
4. REQUEST TO ACCEPT THE BEST BID FOR RUNWAY INFORMATION SIGN REPLACEMENT/MODIFICATIONS IN THE AMOUNT OF \$23,184.00 FROM ADB SAFEGATE AMERICAS, LLC.
5. REQUEST TO ACCEPT THE LOWEST AND BEST BID FOR INSTALLATION OF RUNWAY INFORMATION SIGN REPLACEMENTS/MODIFICATIONS IN THE AMOUNT OF \$33,350.00 FROM WOODALL ELECTRIC.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF ROBERT CAMP FOR APPOINTMENT FOR A FOUR YEAR TERM ENDING AUGUST 31, 2021 VACANCY FOR WARD 4 BOARD OF ADJUSTMENT AND APPEALS.
- b. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENTS REQUEST BY STARKVILLE HIGH SCHOOL FOR IN-KIND SERVICES FOR THE 2017 STARKVILLE HIGH SCHOOL HOMECOMING PARADE TO BE HELD SEPTEMBER 26 AT 6 P.M.
- c. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENTS REQUEST BY THE MYSTIC SOCIETY OF THE COWBELLION BULLDOGS TO HOLD THE 2017 MISSISSIPPI CHAMPIONSHIP STEAK COOK OFF OCTOBER 7, 2017 AND HAVE CITY PARTICIPATION

WITH IN-KIND SERVICES PENDING PROOF OF INSURANCE THIRTY DAYS PRIOR TO EVENT.

- d. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENTS REQUEST BY ANITA LINDSEY BUSH OF MAD MOTHERS AGAINST DOMESTIC DISPUTES (MMADD) TO HOLD THE 2017 STARKVILLE COMMUNITY DAY OCTOBER 7, 2017 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.
- e. CONSIDERATION OF APPROVAL TO ALLOW THE UNITED WAY TO HAVE A BANNER AT THE STARKVILLE SPORTSPLEX TO PROMOTE THE RUN UNITED 5K KICK OFF EVENT.
- f. CONSIDERATION OF APPROVAL TO ALLOW THE ALZHEIMER'S ASSOCIATION TO HAVE TWO BANNERS TO PROMOTE THE WALK TO END ALZHEIMER'S EVENT THAT WILL BE HELD ON SATURDAY, SEPTEMBER 9TH.

A. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

B. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

C. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 30, 2017 FOR FISCAL YEAR ENDING 9/30/17, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.
- 2. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR DEPUTY CLERK LASHONDA WILSON TO THE SEPTEMBER 20 – 22, 2017 DEPUTY CLERK TRAINING IN PEARL, MS, AND DEPUTY CLERK JAMEIKA SMITH TO THE DEPUTY CLERK TRAINING IN OXFORD, MS, OCTOBER 11 - 13, 2017 WITH ADVANCE TRAVEL.
- 3. CONSIDERATION OF A LEASE AGREEMENT WITH BANCORP SOUTH EQUIPMENT FINANCE CORPORATION FOR THE LEASE PURCHASE OF A FORD F-150 TO BE USED BY SFD FIRE MARSHALLS AND TO BE PAID FROM STATE REBATE FUNDS.

D. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION FOR TONY CLAYBORN TO TRAVEL TO BILOXI, MS TO ATTEND THE 2017 TRAINING CHIEFS CONFERENCE OCTOBER 24 – 26, 2017 AT AN APPROXIMATE COST OF \$450.00.
2. REQUEST AUTHORIZATION TO APPLY FOR A HOMELAND SECURITY GRANT FOR THE APPROXIMATE AMOUNT OF \$31,000 TO BE USED TO PURCHASE A UVA (DRONE), ROPE RESCUE EQUIPMENT AND A FLAT BOTTOM BOAT WITH NO COST TO THE CITY.

E. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

F. PARKS

1. CONSIDERATION OF THE APPROVAL TO USE MAGNOLIA FLOORING & COMPANY TO REMOVE AND REPLACE CARPET IN THE LOBBY OF THE SPORTSPLEX WITH THE LOWEST QUOTE AMOUNT OF \$34,358.45 TO BE PAID WITH 2% FUNDS.

G. PERSONNEL

1. CONSIDERATION OF THE APPROVAL OF THE MISSISSIPPI PARTNERSHIP COUNSELING TO CAREER (C2C) YOUTH PROGRAM WORK EXPERIENCE WORKSITE AGREEMENT THROUGH GTPDD AND AUTHORIZATION TO PARTICIPATE IN THIS PROGRAM.
2. REQUEST AUTHORIZATION TO HIRE PAVION F. NORWOOD, AS A FULL TIME MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE NICK FLORENTINO, AS THE WAREHOUSE MANAGER IN THE STARKVILLE UTILITIES-WATER/SEWER DEPARTMENT.
4. REQUEST PERMISSION TO ALLOW STARKVILLE FIRE DEPARTMENT TO CONDUCT THE PROMOTIONAL PROCESS TO FILL POSITIONS OF LIEUTENANT AND SERGEANT FOR FIRE STATION FIVE (5).

H. POLICE DEPARTMENT

1. UPDATE ON THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION BY CHIEF R. FRANK NICHOLS, GARY SHAFER & ASSOC., WEATHERS CONSTRUCTION COMPANY.
2. AUTHORIZATION TO ALLOW CLYDE PRITCHARD TO DO 2

ADDITIONAL BORINGS THROUGH THE FLOOR OF THE BASEMENT, SLIGHT ELEVATION WORK AT THE COST OF \$1,200.00.

3. CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION.
4. CONSIDERATION OF THE CONTRACT FOR TRAFFIC CONTROL AND SECURITY SERVICES BETWEEN PINELAKE CHURCH AND THE CITY OF STARKVILLE, PURSUANT TO MISSISSIPPI CODE SECTION 17-25-11, ON A FINDING THAT ALLOWING STARKVILLE POLICE OFFICERS TO PROVIDE PRIVATE OFF-DUTY TRAFFIC CONTROL AND SECURITY DUTIES DURING WORSHIP TIMES AT THE CHURCH, AND TO WEAR THEIR OFFICIAL UNIFORM AND FIREARM WHILE IN THE PERFORMANCE OF THOSE DUTIES, IS NOT LIKELY TO BRING DISREPUTE TO THE CITY, THE STARKVILLE POLICE DEPARTMENT, OR THE OFFICERS INVOLVED, AND THAT THIS ARRANGEMENT PROMOTES THE PUBLIC INTEREST.

I. SANITATION DEPARTMENT
THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE THE ELECTRIC FACILITIES CURRENTLY OWNED BY 4-COUNTY ELECTRIC POWER ASSOCIATION LOCATED ALONG THE EAST SIDE OF HIGHWAY 25 NORTH TOWARD HIGHWAY 182, THEN ALONG HIGHWAY 182 FROM HIGHWAY 25 NORTH TO JACKSON STREET NORTH, THEN ALONG JACKSON STREET NORTH TO GARRARD ROAD AT DEPRECIATED BOOK VALUE OF \$60,564.40.
2. REQUEST AUTHORIZATION TO APPROVE THE RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT WITH TVA EFFECTIVE OCTOBER 1, 2017.

XIII. CLOSED DETERMINATION SESSION

XIV. OPEN SESSION

XV. EXECUTIVE SESSION

PERSONNEL

XVI. OPEN SESSION

XVII. RECESS UNTIL SEPTEMBER 15, 2017 @ 1:00 P.M. IN THE SECOND FLOOR CONFERENCE ROOM 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.

Consent items 3 – 42:

3. CONSIDERATION OF THE MINUTES OF THE JULY 18, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 18, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE JULY 28, 2017 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the July 28, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

5. CONSIDERATION OF THE MINUTES OF THE AUGUST 1, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the August 1, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF ACCEPTING THE PROPERTY AT THE INTERSECTION OF MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 AND NORTH JACKSON STREET/HIGHWAY 389 FROM RO-SHAM-BO STARKVILLE, LLC.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “Consideration of accepting the property at the intersection of Martin Luther King, Jr. Drive/Highway 182 and North Jackson Street/Highway 389 from Ro-Sham-Bo Starkville, LLC” is enumerated, this consent item is thereby approved.

This Document Prepared By:

Brett Woodward
222 West Coleman Blvd.
Mt. Pleasant, SC 29464

Return to:

RO-SHAM-BO STARKVILLE, LLC
222 West Coleman Blvd.
Mt. Pleasant, SC 29464

INDEXING INSTRUCTIONS: _____

QUITCLAIM DEED

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

**RO-SHAM-BO STARKVILLE, LLC, a South Carolina limited liability company,
Grantor,**

Address: 222 West Coleman Blvd.; Mt. Pleasant, SC 29464
Telephone: 843-375-8984

does hereby remise, release, convey and forever quitclaim unto,

City of Starkville, Grantee,

Address: 110 West Main Street; Starkville, MS 39759
Telephone: 662-323-4583

The following described property lying and being situated in Oktibbeha County, Mississippi, more particularly described as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

WITNESS THE SIGNATURE of the GRANTOR this 17th day of August, 2017.

RO-SHAM-BO STARKVILLE, LLC, a South Carolina limited liability company

By: TCB Management, LLC, a South Carolina limited liability company

By: [Signature]

Name: Brigham E. Woodward, Jr.

Its: Manager

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the within named Brigham E. Woodward, Jr., who acknowledges that he is a Manager of TCB Management, LLC, as the Manager of RO-SHAM-BO STARKVILLE, LLC, a South Carolina limited liability company, and that, in his capacity as such, did execute, sign and deliver the above and foregoing instrument, on the date and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 17th day of August, 2017.

[Signature]
NOTARY PUBLIC

My Commission expires: July 8th, 2025



EXHIBIT A

Legal Description

Being a parcel of land located in Block 18 of the City of Starkville, Oktibbeha County, Mississippi and as shown on a survey by Pepper Surveying and Mapping, LLC, and being more particularly described as follows, to-wit:

Commencing at a t-post found at the northwest corner of Lot 12 of Block 18 of the City of Starkville, Mississippi and run South for a distance of 261.1 feet; thence East for a distance of 398.5 feet to an iron pin set on the back of curb at the POINT OF BEGINNING of the parcel herein described. From said POINT OF BEGINNING thence run along the back of a curb for the following calls North 02 degrees 24 minutes West for a distance of 31.1 feet; thence North 00 degrees 43 minutes West for a distance of 12.1 feet to the beginning of a curve to the right having a radius of 94.9 feet, said curve being subtended by a chord bearing North 02 degrees 43 minutes East for a length of 23.4 feet; thence along said curve for a distance of 23.5 feet to the beginning of a curve to the right having a radius of 18.2 feet, said curve being subtended by a chord bearing North 39 degrees 27 minutes East for a length of 21.4 feet; thence along said curve for a distance of 22.8 feet; thence North 85 degrees 30 minutes East for a distance of 15.8 feet; thence North 89 degrees 46 minutes East for a distance of 264.5 feet; thence South 89 degrees 46 minutes East for a distance of 12.1 feet to the beginning of a curve to the right having a radius of 47.5 feet, said curve being subtended by a chord bearing South 79 degrees 18 minutes East for a length of 19.0 feet; thence along said curve and back of curb for a distance of 19.1 to a one-half inch iron pin set at the corner of a back of curb on the west right of way of Jackson Street at the beginning of a curve to the right having a radius of 48.3 feet, said curve being subtended by a chord bearing South 39 degrees 53 minutes East for a length of 31.9 feet; thence along said curve for a distance of 32.5 to a punch mark in a concrete sidewalk; thence South 00 degrees 39 minutes West along the said west right of way for a distance of 61.4 feet to a one-half inch iron pin set; thence North 89 degrees 46 minutes West for a distance of 344.0 feet to the POINT OF BEGINNING. Said parcel being located in Block 18 of the City of Starkville, Oktibbeha County, Mississippi and contains 0.7 acres, plus or minus.

INSERT SURVEY HERE

7. CONSIDERATION OF A FAIR HOUSING RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Fair Housing Resolution for the Roundhouse Road Sewer Community Development Block Grant (CDBG) project” is enumerated, this consent item is thereby approved.

RESOLUTION

City of Starkville, Mississippi

FAIR HOUSING RESOLUTION

LET IT BE KNOWN TO ALL PERSONS OF THE CITY OF STARKVILLE that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Starkville to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, City of Starkville does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City of Starkville will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under Federal and State laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City of Starkville shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID municipality will, at a minimum: 1. Adopt and publicize the Fair Housing Resolution; 2. Post Fair Housing Posters in prominent public areas; 3. Provide Fair Housing Brochures Fair Housing information to the public; 4. Declare April as Fair Housing Month by Proclamation or Resolution; and 5. Conduct at least one (1) Fair Housing activity and document said activity.

EFFECTIVE DATE:

This Resolution shall take effect September 5, 2017.

Lesia Hardin, City Clerk

D. Lynn Spruill, Mayor

(SEAL)

8. CONSIDERATION OF THE APPROVAL OF A MINORITY AND WOMEN-OWNED BUSINESS (MBE/WBE) RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Minority and Women-owned Resolution for the Roundhouse Road Sewer Community Development Block Grant (CDBG) Project” is enumerated, this consent item is thereby approved.

**Resolution
City of Starkville, Mississippi**

ESTABLISHING GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION

WHEREAS, Starkville, Mississippi has received a Community Development Block Grant (CDBG) from the Mississippi Development Authority, Community Services Division; and

WHEREAS, a requirement of the CDBG program is that the City of Starkville establish goals for the participation of Minority-Owned and Operated Business Enterprises (MBEs) and Woman-Owned and Operated Business Enterprises (WBEs) in the implementation of its CDBG project; and

NOW THEREFORE BE IT RESOLVED that the Starkville Board of Aldermen adopts the goal of 10% participation by MBEs and 5% participation by WBEs in the implementation of its CDBG project.

ADOPTED this the 5th day of September 2017.

ATTEST:

City of Starkville, Mississippi

Lesia Hardin, City Clerk

BY: _____
D. Lynn Spruill, Mayor

(SEAL)

9. CONSIDERATION OF THE APPROVAL OF A SECTION 3 PLAN RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Section 3 Plan Resolution for the Roundhouse Road Sewer Community Development Block Grant (CDBG) Project” is enumerated, this consent item is thereby approved.

**SECTION 3 PLAN RESOLUTION
CITY OF STARKVILLE, MISSISSIPPI**

WHEREAS, the City of Starkville has submitted a Community Development Block Grant (CDBG) application for possible 2017 funding from the Mississippi Development Authority, by virtue of this submission, if awarded, the City of Starkville is required by the Mississippi Development Authority and Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by the U.S. Department of Housing and Urban Development projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

WHEREAS, if awarded, it is the intention of City of Starkville to implement its Community Development Block Grant projects in accordance with all program regulations including the said Section 3 requirements.

NOW, THEREFORE, BE IT RESOLVED that the City of Starkville Board of Aldermen adopts the Community Development Block Grant Section 3 Plan, which is attached here to as “Attachment A” and made a part hereof.

ADOPTED this the 5th day of September 2017.

City of Starkville, Mississippi

ATTEST:

Lesa Hardin, City Clerk

BY: _____
D. Lynn Spruill, Mayor

(SEAL)

“Attachment A”

GRANTEE SECTION 3 ACTION PLAN

The City of Starkville Board agrees to develop local procedures designed to implement the following steps to increase opportunities for training and employment for lower income residents of the Section 3 covered area of the City of Starkville, and increase the utilization of business concerns within the Section 3 covered area of the City of Starkville or owned by Section 3 area residents.

A. To identify projected employment, training and contracting opportunities as the recipient of federal funds and to facilitate the training and employment of Section 3 residents and contracting with Section 3 businesses.

- B. To recruit Section 3 residents for available opportunities through: local advertising media; posted signs; community organizations and public and private institutions operating within or serving the project area.
- C. To identify eligible business concerns for federal funded contracts through: the Chamber of Commerce, business associations, and local advertising media including newspapers; public signage; citizen advisory boards; and all other appropriate referral sources.
- D. To maintain a list of eligible business concerns for utilization in federally funded procurements, to notify appropriate project area business concerns of pending contractual opportunities, and to make available this list for procurement needs.
- E. To require all bidders on contracts to submit a written Section 3 Hiring and Business Utilization Plan and require the contractor to submit reports to document actual accomplishments.
- F. To include Section 3 information in procurement solicitations, incorporate Section 3 clauses in contractual documents, and review Section 3 information at the preconstruction conference and then monitor contractor compliance.
- G. To maintain records, including copies of correspondence, memoranda, reports, contracts, etc., which document that the above action steps have been taken and any barriers encountered. To submit reports on accomplishments as required.
- H. To designate a local government official to coordinate implementation of this Section 3 Plan.
- I. To the extent feasible, additional affirmative steps will be taken to encourage and utilize Section 3 residents and businesses and to reach employment, training and contracting goals.

As the chief local official, I have read and fully agree to this Section 3 Action Plan and agree to actively pursue full implementation of this program.

D. Lynn Spruill, Mayor

September 5, 2017

Date

10. CONSIDERATION OF THE APPROVAL OF A CODE OF STANDARDS OF CONDUCT RESOLUTION FOR THE ROUNDHOUSE ROAD SEWER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Code of Standards of Conduct Resolution for the Roundhouse Road Sewer Community Development Block Grant (CDBG) Project” is enumerated, this consent item is thereby approved.

RESOLUTION

Starkville, Mississippi

CODE OF STANDARDS OF CONDUCT

On this, the 5th day of September 2017, the above named recipient of federal funds does hereby resolve to comply with regulations set forth in 24 CFR Part 85.36(3) or 84.42, Section 92.356 of the Final Rule under the Community Development Block Grant (CDBG) program and Section 25-4-105 of the Mississippi Code of 1972, as amended. Such Code of Standards of Conduct provides that:

No employee, officer, or agent of the recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The recipient's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to recipient's agreements. In resolving to comply with the above stated requirements, we hereby agree to the State of Mississippi's enforcement of the provisions of disciplinary actions prescribed in Section 25-4-109 and 25-4-111 of the Mississippi Code of 1972, as amended, should any of these standards be violated by the recipient's officers, employees, or agents, or by contractors or subcontractors of their agents.

Be it further resolved that the City of Starkville, Mississippi, shall comply with the applicable requirements set forth in 24CFR Part 84.44 or Part 85.36, OMB Circulars A-87, A-122 or A-21 or A-133, and all relevant Community Services Division (CSD) Policy Statements.

The above Resolution was officially adopted and duly recorded in the minutes of the before mentioned recipient.

ATTEST:

Lesla Hardin, City Clerk

D. Lynn Spruill, Mayor

(SEAL)

11. CONSIDERATION OF CALLING FOR A PUBLIC HEARING ON THE REPEAL OF THE ADMINISTRATIVE HEARING ORDINANCE, 2008-01, CODE OF ORDINANCES OF THE CITY OF STARKVILLE CHAPTER 82, ARTICLE 6, SEC. 82-141, ET SEQ IN ITS ENTIRETY.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of calling for a Public Hearing on the repeal of the Administrative Hearing Ordinance, 2008-01, Code of Ordinances of the City of Starkville Chapter 82, Article 6, SEC. 82-141, ET SEQ in its entirety” is enumerated, this consent item is thereby approved.

12. ACKNOWLEDGEMENT OF RECEIPT OF APPALACHIAN REGIONAL COMMISSION (ARC) GRANT PROJECT NUMBER MS-188956 IN THE AMOUNT OF \$269,055 WITH A CITY MATCH OF \$67,264 FOR THE PAVING OF MILL STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “acknowledgement of receipt of Appalachian Regional Commission (ARC) grant project number MS-188956 for the paving of Mill Street. ” is enumerated, this consent item is thereby approved. This project was initially applied for in 2016 and was recently awarded to the City. It is a project that will be funded 80%, \$269,055, from ARC funds and 20% Local - \$67,264.

13. AUTHORIZATION TO BEGIN THE PROCUREMENT PROCESS FOR ENGINEERING PROFESSIONAL SERVICES FOLLOWING THE REQUIRED ARC PROGRAM GUIDELINES WHICH INCLUDES PUBLIC ADVERTISEMENT OF A REQUEST FOR PROPOSALS (RFP) IN A LOCAL NEWSPAPER OF GENERAL CIRCULATION; ESTABLISHING AN RFP REVIEW COMMITTEE; AND MBE/WBE SOLICITATION.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to begin the procurement process for engineering professional services following the required ARC program guidelines which includes public advertisement of a Request for Proposals (RFP) in a local newspaper of general circulation; establishing an RFP review committee; and MBE/WBE solicitation” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF ACCEPTING THE QUOTE FROM PRISM PRODUCTS IN THE AMOUNT OF \$4,733.00 TO PURCHASE ELEVEN TRASH RECEPTACLES WITH FUNDS COMING FROM KEEP STARKVILLE BEAUTIFUL FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to accept the quote from Prism Products in the amount of \$4,733.00 to purchase eleven trash receptacles with funds coming from Keep Starkville Beautiful funds” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVAL TO PURCHASE DECORATIVE SIGNAGE AND GARBAGE RECEPTACLES AT A COST NOT TO EXCEED \$15,500 WITH THE FUNDING FOR THIS PROJECT TO COME FROM WARD 4 AND WARD 5 DISCRETIONARY FUNDS AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A PROPOSAL FROM

THE LOWEST QUOTE SUPPLIER.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to purchase decorative signage and garbage receptacles at a cost not to exceed \$15,500 with the funding for this project to come from Ward 4 and Ward 5 discretionary funds and authorization for the Mayor to execute a proposal from the lowest quote supplier” is enumerated, this consent item is thereby approved.

Two quotes received:

Mitchell Signs - \$9,400.00

Frank Balton Sign Inc. - \$9,942.10

16. CONSIDERATION OF APPOINTING LIBBY GERALD, LIBBI HAVELIN AND JANET MULLINS TO THE KEEP STARKVILLE BEAUTIFUL COMMITTEE WITH A THREE YEAR TERM TO BEGIN ON SEPTEMBER 6, 2017.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “appointment of Libby Gerald, Libbi Havelin and Janet Mullins to the Keep Starkville Beautiful Committee with a three year term to begin on September 6, 2017” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF APPROVAL FOR HERMAN PETERS, DANIEL HAVELIN, AND EMILY CORBAN TO ATTEND THE KEEP MISSISSIPPI BEAUTIFUL ANNUAL CONFERENCE IN STARKVILLE ON SEPTEMBER 28TH AND 29TH WITH COSTS NOT TO EXCEED \$90.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “Discussion and consideration of approval for Herman Peters, Daniel Havelin, and Emily Corban to attend the Keep Mississippi Beautiful Annual conference in Starkville on September 28th and 29th with costs not to exceed \$90” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF RESCINDING THE PREVIOUS BOARD AUTHORIZATION OF MAY 16, 2017 TO ADVERTISE AND HIRE TWO (2) FIREMEN.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “rescinding of the previous Board of Aldermen action on May 16, 2017 to advertise to hire two (2) additional firemen” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE ELECTRONIC CIGARETTES IN THE DEFINITION OF SMOKING PRODUCTS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the

“calling for a Public Hearing to amend the Smoking Ordinance, 2008-08, City of Starkville Code of Ordinances, Chapter 82, Article IV, Code Section 82-91 ET SEQ. to include electronic cigarettes in the definition of smoking products” is enumerated, this consent item is thereby approved.

20. CONSIDERATION OF APPROVAL FOR THE TRAVEL FOR ANY ALDERMEN INTERESTED IN ATTENDING THE 2017 SMALL TOWN CONFERENCE IN OXFORD, MS FROM OCTOBER 25, 2017 THROUGH OCTOBER 26, 2017 WITH ADVANCE TRAVEL NOT TO EXCEED \$550 EACH.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval for the travel for the Mayor or any Aldermen interested in attending the 2017 Small Town Conference in Oxford, MS from October 25, 2017 through October 26, 2017 with advance travel” is enumerated, this consent item is thereby approved.

21. REQUEST APPROVAL TO ACCEPT THE MASTER CONTRACT FOR PROFESSIONAL AIRPORT ENGINEERING SERVICES 2017 FROM CLEARWATER CONSULTANTS, INC. FOR GEORGE M. BRYAN FIELD, STARKVILLE MS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to accept the Master Contract for Professional Airport Engineering Services 2017 from Clearwater Consultants, Inc. for George M. Bryan Field, Starkville MS” is enumerated, this consent item is thereby approved.

Insert master contract here - pdf

22. REQUEST TO APPROVE WORK AUTHORIZATION NUMBER 17-01 FOR THE FAA 2017 AIP PROJECT FROM CLEARWATER CONSULTANTS, INC. FOR GEORGE M. BRYAN FIELD, STARKVILLE MS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of Work Authorization Number 17-01 for the FAA 2017 AIP Project from Clearwater Consultants, Inc. for George M. Bryan Field, Starkville MS” is enumerated, this consent item is thereby approved. Estimated cost is \$43,990: 90% From 2017 FAA AIP Grant, 5% from MDOT 2017 Match and 5% from Local 2017 Match

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 17-01

2017 AIP Project

Project Identification No. 3-28-0068-021-2017

Date: September 5, 2017

It is agreed to undertake the following work in accordance with the provisions of the Agreement between the City of Starkville, Mississippi ("Owner") and Clearwater Consultants, Inc. ("ENGINEER") dated September 5, 2017.

Scope of Services

The Engineer shall provide Professional Services for the 2017 AIP Project which shall be comprised of Miscellaneous Improvements to Perimeter Fencing, Taxiway Signage, Electrical Service and Related. See attached Exhibit "A" for a more detailed description of services to be provided.

Time of Performance

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

Compensation

1. Basic Services: Total compensation for Basic Services is as follows:

(a)	Design Engineering and Construction Administration	\$28,400
(b)	Resident Project Representative	\$ 6,800
(c)	Surveys	\$ 2,100
(d)	Construction Q/A Testing	\$ 800
(e)	Administrative – DBE Preparation	\$ 3,105
(f)	Administrative - Applications	\$ 2,785

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

City of Starkville

Clearwater Consultants, Inc.

Honorable D. Lynn Spruill, Mayor

Carey Hardin, P.E., President

Date: September ____, 2017

Date: September ____, 2017

EXHIBIT A – SCOPE OF SERVICES

CITY OF STARKVILLE - GEORGE M. BRYAN FIELD

STARKVILLE, MISSISSIPPI

WORK AUTHORIZATION Number 17-01

2017 AIP Project

PROJECT DESCRIPTION:

The OWNER intends to construct improvements to the airport perimeter security fence, improvements to the runway signage, replace west side overhead power supply with underground and other related improvements to the George M. Bryan Field Airport (hereinafter called the PROJECT) and engage the ENGINEER to perform services as specified herein.

SECTION I – BASIC SERVICES

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

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

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

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

- FAA AC 150/5300-13 Airport Design

1. Advise the Owner of needed special services and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys.
2. Prepare final design detailed contract drawings, specifications and contract documents for the design alternative selected.
3. Submit appropriate documents to state and federal agencies for approvals and permits.
4. Furnish to the OWNER copies of drawings, specifications, reports, estimates and contract documents.

C. BID PHASE: During the Bid Phase, the ENGINEER shall provide the following services:

1. Assist the OWNER in securing bids or quotations, tabulation and analysis of bids or quotations.
2. Assist the OWNER in preparation of contract documents for the award of construction contracts.

D. CONSTRUCTION PHASE: During the Construction Phase, the ENGINEER shall provide the following services:

1. Consult with and advise the OWNER and act as his representative as provided in the approved construction specifications and contract documents.
2. Make visits to the site at various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of contractor(s) and to determine in general if such work is proceeding in accordance with the contractor's schedule. ENGINEER shall not be required by this provision to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work.
3. Check shop drawings and other submissions of the contractor for compliance with the design concepts and specification requirements within 7 business days from receipt.
4. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist the OWNER in monitoring the quality of construction.
5. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to a change in field conditions or changes to the project design. Prepare estimate of cost or savings from proposed order, prepare change order along with basis for recommendation, obtain unit price quotations from construction contractor for change order work, make recommendations to OWNER regarding contractor unit prices for change order work and assist the OWNER in negotiating with the contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope initiated by the OWNER or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER'S control, without due compensation.
6. Advise the OWNER of needed special services (Section II) and assist the OWNER in the acquisition of such services as appropriate.
7. Check and certify the accuracy of partial and final payment due to contractors based upon the field measurement of completed work.
8. From information provided by the resident project representative and surveys made under special services or by others, compute final quantities of work completed by contractors on the project.
9. Make a final inspection with OWNER and government representatives of the completed work and provide a report of ENGINEER'S recommendation regarding contractor's final payment.
10. Prepare final project report explaining significant features of the project, such as large variances in quantities, construction time, recommendations regarding liquidated damages, etc.
11. The ENGINEER shall not be responsible for the acts or omissions of any contractor, or subcontractor, or any of the contractor(s)' or subcontractor(s)' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to properly perform duties undertaken by the ENGINEER under this Agreement.
12. Provide assistance with project close out including preparation of a "Summary and Distribution of Project Costs."

13. Record Drawing preparation.

SECTION II – SPECIAL SERVICES

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

- A. Land Surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Engineering Surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc., as required and approved by the OWNER.
- C. Preparation of OWNER'S applications for partial and final payment for submission to government agencies.
- D. Resident Project Representative of construction by full time resident project representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be as described in SECTION IV.
- E. Reproduction of additional copies of reports, contract documents and specifications above the specified number furnished in Basic Services.
- F. Assistance to the OWNER as expert witness in litigation arising from development or construction of the project or for additional work requested after final completion of the construction project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the project.
- H. Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA, as required, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the project.
- I. Extra work required to revise contract documents, plans and specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- J. Preparation of updates to the Airport Layout Plan as directed by the OWNER.
- K. Preparation of Disadvantaged Business Enterprise (DBE) Plans and/or Updates for existing DBE Plans, as required.
- L. Additional services required for construction administration due to unforeseen circumstances, including, but not limited to, unavoidable delays in construction and contractor not completing work within contract time.

SECTION III – OWNER'S RESPONSIBILITIES

- A. Provide full information as to the requirements for the PROJECT.
- B. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports and any other data relative to design and construction of the PROJECT. This includes providing topographical information/files to be used for design on this project.

- C. Examine all studies, report, sketches, estimates, specification, drawings, proposals, and other documents presented and recommended by the ENGINEER and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the PROJECT.
- F. Access to the Site/Jobsite Safety. Unless otherwise stated, the ENGINEER will have access to the site for activities necessary for the performance of the services. The OWNER understands that the ENGINEER is not responsible in any way for the means, methods, sequence, procedures, techniques, scheduling of construction or jobsite safety.

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

A. General

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

B. Duties and Responsibilities

Resident Project Representative will:

1. Schedules: Review the project progress schedule, schedule of shop drawing submissions and schedule of values prepared by contractor and consult with ENGINEER concerning their acceptability.
2. Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and OWNER and notify those expected to attend in advance. Attend meetings, and maintain and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as ENGINEER'S liaison with Contractor, working principally through Contractor's superintendent and assist him in understanding the intent of the contract documents. Assist ENGINEER in serving as OWNER'S liaison with contractor when contractor's operations affect OWNER'S on-site operations.
 - b. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the work.
4. Shop Drawings and Samples:
 - a. Receive and record date of receipt of shop drawings and samples, receive samples which are furnished at the site by Contractor, and notify ENGINEER of their availability for examination.
 - b. Advise ENGINEER and Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been approved by ENGINEER.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the work in progress as well as periodic observations of the site during times when the Contractor is not actually working to assist the ENGINEER in determining if the work is in accordance with the contract documents and that completed work will conform to the contract requirements.
 - b. Report to ENGINEER and OWNER whenever he believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or does not meet the requirements of any inspections, tests or approval required to be made or has been damaged prior to final payment; and advise ENGINEER and OWNER when he believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Review and observe that tests, equipment and systems startups and operating and maintenance instructions are conducted as required by the contract documents and in presence of the required personnel, and that Contractor maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER.
6. Interpretation of Contract Documents: Transmit to contractor ENGINEER'S clarifications and interpretations of the contract documents.
 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report them with recommendations to ENGINEER.
 8. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples submissions, reproductions of original contract documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, ENGINEER'S clarifications and interpretations of the contract documents, progress reports, test reports and other project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, data relative to questions of extras or deductions, quantities of material installed on the project, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures. Send copies to ENGINEER.
 - c. Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - a. Furnish ENGINEER periodic reports as required of progress of the work and contractor's compliance with the approved progress schedule and schedule of shop drawing submissions.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the work.
 - c. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
 10. Payment Requisitions: Review applications for payment with the contractor for compliance with the established procedure for their submission and forward them with recommendations to ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

11. Certificates, Maintenance and Operation Manuals: During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
12. Completion:
 - a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - c. Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. Limitations of Authority

Except upon written instructions of ENGINEER, Resident Project Representative:

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

SECTION V – TITLE VI ASSURANCES

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

- A. Compliance with Regulations. The ENGINEER shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereinafter incorporated by reference and made a part of this contract.
- B. Non-Discrimination. The ENGINEER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The ENGINEER shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of Regulations.

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

23. CONSIDERATION TO ACCEPT LOWEST BASE BID FOR NORTH BOUNDARY CLEARING AND FENCING AND RELATED IMPROVEMENTS IN THE AMOUNT OF \$52,212.50 AND ADDITIVE ALTERNATIVE 1-WEST SIDE CLEARING AND FENCING IN THE AMOUNT OF \$49,425.00 FROM COLUMBUS FENCE COMPANY.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the "approval to accept the lowest base bid for North Boundary Clearing and Fencing and Related Improvements in the amount of \$52,212.50 and Additive Alternative 1-West Side Clearing and Fencing in the amount of \$49,425.00 from Columbus Fence Company for George M. Bryan Field, Starkville MS" is enumerated, this consent item is thereby approved.

George M. Bryan Field
North Boundary Fencing and Related Improvements
AIP Project No. 3-28-0068-021-2017
TABULATION OF BIDS RECEIVED July 18, 2017

ITEM	QUANTITY	Columbus Fence Company		Academy Fence Company		Jefcoat Fence Company, Inc.	
		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1. Mobilization	1 LS	\$500.00	\$500.00	\$1,680.00	\$1,680.00	\$3,810.00	\$3,810.00
2. Clearing and Grubbing	1 AC	\$7,500.00	\$7,500.00	\$13,585.00	\$13,585.00	\$17,250.00	\$17,250.00
3. Temporary Erosion Control Log/Wattles, Straw 9" dia.	100 LF	\$10.00	\$1,000.00	\$11.25	\$1,125.00	\$10.00	\$1,000.00
4. 8" Chain Link Fence with 3-Strands of Barbed Wire	2,350 LF	\$16.75	\$39,362.50	\$13.71	\$32,218.50	\$19.00	\$44,650.00
5. 16' Clear Opening Double Gate (Type II)	1 EA	\$1,000.00	\$1,000.00	\$2,155.00	\$2,155.00	\$750.00	\$750.00
6. Seeding	2 AC	\$1,500.00	\$2,250.00	\$506.00	\$759.00	\$400.00	\$600.00
7. Mulching	2 AC	\$400.00	\$600.00	\$836.00	\$1,254.00	\$400.00	\$600.00
TOTAL BASE BID (Verified)			\$52,212.50		\$52,776.50		\$68,660.00

I hereby certify that, to the best of my knowledge, this is a true and correct copy of the bid tabulation of bids which were opened at the Starkville City Hall on July 18, 2017 at 3:00 p.m local time for the captioned project.
Items in bold italics indicate corrected mathematical extensions.



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

24. CONSIDERATION TO ACCEPT THE BEST BID FOR RUNWAY INFORMATION SIGN REPLACEMENT/MODIFICATIONS IN THE AMOUNT OF \$23,184.00 FROM ADB SAFEGATE AMERICAS, LLC.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to accept the best bid for runway information sign replacement/modifications in the amount of \$23,184.00 from AND Safegate Americas, LLC” is enumerated, this consent item is thereby approved.

**George M. Bryan Field
Runway Information Sign Replacement/Modification
Supply of Signage Fixtures and Equipment**

ITEM	QUANTITY	UNIT PRICE	Astronics DME	ADB Safegate Americas, LLC	
			TOTAL	UNIT PRICE	TOTAL
1. L-858(L) Size 1, Style 2, 3 Module, Double Face Sign and Related Equipment	5 EA	\$1,818.22	\$9,091.10	\$2,090.82	\$10,454.10
2. L-858(L) Size 1, Style 2, 3 Module, Single Face Sign and Related Equipment	4 EA	\$1,984.05	\$7,936.20	\$2,109.30	\$8,437.20
3. L-858(L) Size 1, Style 2, 2 Module, Double Face Sign Retrofit Kits and Related Equipment	2 EA	\$2,427.66	\$4,855.32 *	\$1,333.02	\$2,666.04
4. L-867D 16" x 24" Base, Class 1 A, w/2" grommet openings 0-90-180-270 and Related Equipment	6 EA	\$212.86	\$1,277.16	\$271.11	\$1,626.66
TOTAL Quotation (Verified)			\$23,159.78		\$23,184.00

* Note: Quotation is for new LED equipment.


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

25. CONSIDERATION TO ACCEPT THE LOWEST AND BEST BID FOR INSTALLATION OF RUNWAY INFORMATION SIGN REPLACEMENTS/MODIFICATIONS IN THE AMOUNT OF \$33,350.00 FROM WOODALL ELECTRIC.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best bid for installation of runway information sign replacements/modifications in the amount of \$33,350.00 from Woodall Electric” is enumerated, this consent item is thereby approved.

**George M. Bryan Field
Runway Information Sign Replacement/Modification
Installation of Signage Fixtures and Equipment Provided By Owner**

ITEM	QUANTITY	UNIT PRICE	Woodall Electric	UNIT PRICE	Webster Electric
			TOTAL		TOTAL
1. Mobilization	1 LS	\$5,250.00	\$5,250.00	\$11,250.00	\$11,250.00
2. Removal of Existing Size 1- 1 and 2 Module Information Sign Fixture	5 EA	\$125.00	\$625.00	\$1,300.00	\$6,500.00
3. Installation of New Size 1, 3 Module Information Sign, L-858(L) LED Fixtures, in Place on Modified Slab at Existing Location	5 EA	\$1,625.00	\$8,125.00	\$2,500.00	\$12,500.00
4. Installation of New Size 1, 3 Module Information Sign, L-858(L) LED Fixtures, in Place at New Location	4 EA	\$2,800.00	\$11,200.00	\$4,000.00	\$16,000.00
5. Modification of Existing Size 1, 2 Module Information Sign and Installation at New Location	2 EA	\$2,200.00	\$4,400.00	\$3,500.00	\$7,000.00
6. Electrical Junction Structure, L-867, Type D	6 EA	\$625.00	\$3,750.00	\$2,500.00	\$15,000.00
TOTAL BASE BID (Verified)			\$33,350.00		\$68,250.00


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

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26. CONSIDERATION OF ROBERT CAMP FOR APPOINTMENT FOR A FOUR YEAR TERM ENDING AUGUST 31, 2021 FOR WARD 4 VACANCY ON BOARD OF ADJUSTMENT AND APPEALS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “appointment of Robert Camp to the Board of Adjustment and Appeals for Ward 4 with a four year term to end on August 31, 2021” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENTS REQUEST BY STARKVILLE HIGH SCHOOL FOR IN-KIND SERVICES FOR THE 2017 STARKVILLE HIGH SCHOOL HOMECOMING PARADE TO BE HELD SEPTEMBER 26, 2017 AT 6 P.M.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the Special Event request by Starkville High School for in-kind services for the 2017 Starkville High School Homecoming Parade to be held Tuesday, September 26, 2017 at 6 pm” is enumerated, this consent item is thereby approved. The event will require the closing of several streets. Insurance has been provided.

28. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENTS REQUEST BY THE MYSTIC SOCIETY OF THE COWBELLION BULLDOGS TO HOLD THE 2017 MISSISSIPPI CHAMPIONSHIP STEAK COOKOFF OCTOBER 7, 2017 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES PENDING PROOF OF INSURANCE THIRTY DAYS PRIOR TO EVENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event

request by Mystic Society of the Cowbellion Bulldogs to hold the 2017 Mississippi Championship Steak Cookoff on October 7, 2017 and have City participation with in-kind services” is enumerated, this consent item is thereby approved. The event will include several teams cooking to win the state title. Winner will advance to the Arkansas cookoff for the national title. The event will begin at 2 pm and end at 8 pm. The event will have a setup time of 12:00 pm and a takedown time of 10:00 pm. The event will require the closure of Main Street from Jackson Street to Washington Street and the partial closure of North Lafayette Street. Insurance will be required 30 days before the event.

29. CONSIDERATION OF APPROVAL OF THE SPECIAL EVENTS REQUEST BY ANITA LINDSEY BUSH OF MAD MOTHERS AGAINST DOMESTIC DISPUTES (MMADD) TO HOLD THE 2017 STARKVILLE COMMUNITY DAY OCTOBER 7, 2017 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request by Anita Lindsey Bush of Mad Mothers Against Domestic Disputes to hold the 2017 Starkville Community Day and have City participation with in-kind services” is enumerated, this consent item is thereby approved. Setup will begin Friday, October 6, 2017 at 5:00 PM and tear down will end at 11:30 PM on October 7, 2017. The event will be held on October 7, 2017 from 8:00 AM to 11:30 PM. There will be a walk from 8:00 AM to 9:30 AM. Registration for the walk will begin at 7 AM. The last band will begin at 9 pm. The requested services include SPD, SFD, and Sanitation with a total cost \$4,677.50. Insurance will be required 30 days before the event.

30. CONSIDERATION OF APPROVAL TO ALLOW THE UNITED WAY TO HAVE A BANNER AT THE STARKVILLE SPORTSPLEX TO PROMOTE THE RUN UNITED 5K KICK OFF EVENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a request from the United Way to place a banner to promote the Run United 5K Kick Off event that will be held at the Starkville Sportsplex on Saturday, September 23rd, with the placement of the requested banner will be at the Sportsplex from September 8th to the 23rd” is enumerated, this consent item is thereby approved.

31. CONSIDERATION OF APPROVAL TO ALLOW THE ALZHEIMER’S ASSOCIATION TO HAVE TWO BANNERS TO PROMOTE THE WALK TO END ALZHEIMER’S EVENT THAT WILL BE HELD ON SATURDAY, SEPTEMBER 9TH.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a request from the Alzheimer’s Association to place two banners to promote the Walk to End Alzheimer’s that will be held on Saturday, September 9th, with banners to be located at Walgreens, 220 Highway 12 West, and BankFirst, 101 Russell Street” is enumerated, this consent item is thereby approved.

32. CONSIDERATION OF THE APPROVAL OF TRAVEL FOR DEPUTY CLERK LASHONDA WILSON TO THE SEPTEMBER 20 – 22, 2017 DEPUTY CLERK TRAINING IN PEARL, MS, AND DEPUTY CLERK JAMEIKA SMITH TO THE DEPUTY CLERK TRAINING IN OXFORD, MS, OCTOBER 11 - 13, 2017 WITH ADVANCE TRAVEL.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of travel for Deputy Clerk LaShonda Wilson to the September 20 – 22, 2017 Deputy Clerk Training in Pearl, MS, and Deputy Clerk Jameika Smith to the Deputy Clerk Training in Oxford, MS, October 11 - 13, 2017 with advance travel” is enumerated, this consent item is thereby approved.

33. CONSIDERATION OF A LEASE AGREEMENT WITH BANCORP SOUTH EQUIPMENT FINANCE CORPORATION FOR THE LEASE PURCHASE OF A FORD F-150 TO BE USED BY SFD FIRE MARSHALLS AND TO BE PAID FROM STATE REBATE FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a lease agreement with Bancorp South Equipment Finance Corporation in the amount of \$ 29,327.00 over five years at 2.52% interest for the lease purchase of a Ford F-150 to be used by SFD Fire Marshalls and to be paid from State Rebate Funds” is enumerated, this consent item is thereby approved.

34. CONSIDERATION OF AUTHORIZATION FOR TONY CLAYBORN TO TRAVEL TO BILOXI, MS TO ATTEND THE 2017 TRAINING CHIEFS CONFERENCE OCTOBER 24 – 26, 2017 AT AN APPROXIMATE COST OF \$450.00.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Tony Clayborn to travel to Biloxi, MS to attend the 2017 Training Chiefs Conference October 24 – 26, 2017 at an approximate cost of \$450.00” is enumerated, this consent item is thereby approved.

35. CONSIDERATION OF AUTHORIZATION TO APPLY FOR A HOMELAND SECURITY GRANT FOR THE APPROXIMATE AMOUNT OF \$31,000 TO BE USED TO PURCHASE A UVA (DRONE), ROPE RESCUE EQUIPMENT AND A FLAT BOTTOM BOAT WITH NO COST TO THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to apply for a Homeland Security Grant for the approximately amount of \$31,000 with the SFD to use funds for this grant to purchase a UVA (Drone), Rope Rescue Equipment and a Flat Bottom Boat, with no cost to the city” is enumerated, this consent item is thereby approved.

36. CONSIDERATION OF THE APPROVAL TO USE MAGNOLIA FLOORING & COMPANY TO REMOVE AND REPLACE CARPET IN THE LOBBY OF THE SPORTSPLEX WITH THE LOWEST QUOTE AMOUNT OF \$34,358.45 TO BE PAID WITH 2% FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to use Magnolia Flooring & Company to remove and replace carpet in the lobby of the SportsPlex with the lowest quote amount of \$34,358.45 with funding to come from 2% funding” is enumerated, this consent item is thereby approved.

Two quotes received:

Magnolia Flooring & Company - \$ 34,358.45

Yarbrough Flooring - \$ 34,548.99

37. CONSIDERATION OF THE APPROVAL OF THE MISSISSIPPI PARTNERSHIP COUNSELING TO CAREER (C2C) YOUTH PROGRAM WORK EXPERIENCE WORKSITE AGREEMENT THROUGH GTPDD AND AUTHORIZATION TO PARTICIPATE IN THIS PROGRAM.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the Mississippi Partnership Counseling to Career (C2C) Youth Program Work Experience Worksite Agreement through GTPDD and authorization to participate in this program” is enumerated, this consent item is thereby approved.

Attach agreement here

38. CONSIDERATION OF AUTHORIZATION TO HIRE PAVION F. NORWOOD, AS A FULL TIME MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Pavion F. Norwood, as a full time Maintenance Worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

39. CONSIDERATION OF AUTHORIZATION TO HIRE NICK FLORENTINO, AS THE WAREHOUSE MANAGER IN THE STARKVILLE UTILITIES-WATER/SEWER DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Nick Florentino, as the Warehouse Manager in the Starkville Utilities-Water/Sewer Department” is enumerated, this consent item is thereby approved.

40. CONSIDERATION OF PERMISSION TO ALLOW STARKVILLE FIRE DEPARTMENT TO CONDUCT THE PROMOTIONAL PROCESS TO FILL POSITIONS OF LIEUTENANT AND SERGEANT FOR FIRE STATION FIVE (5).

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to allow Starkville Fire Department to conduct the promotional process to fill positions of Lieutenant and Sergeant for Fire Station five (5)” is enumerated, this consent item is thereby approved.

41. CONSIDERATION OF THE CONTRACT FOR TRAFFIC CONTROL AND SECURITY SERVICES BETWEEN PINELAKE CHURCH AND THE CITY OF STARKVILLE, PURSUANT TO MISSISSIPPI CODE SECTION 17-25-11, ON A FINDING THAT ALLOWING STARKVILLE POLICE OFFICERS TO PROVIDE PRIVATE OFF-DUTY TRAFFIC CONTROL AND SECURITY DUTIES DURING WORSHIP TIMES AT THE CHURCH, AND TO WEAR THEIR OFFICIAL UNIFORM AND FIREARM WHILE IN THE PERFORMANCE OF THOSE DUTIES, IS NOT LIKELY TO BRING DISREPUTE TO THE CITY, THE STARKVILLE POLICE DEPARTMENT, OR THE OFFICERS INVOLVED, AND THAT THIS ARRANGEMENT PROMOTES THE PUBLIC INTEREST.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “approval to enter into an agreement with Pinelake church for police services with the cost of the Officers to be paid at a rate of \$30.00 per hour in full by Pinelake Church” is enumerated, this consent item is thereby approved.

CONTRACT FOR TRAFFIC CONTROL AND SECURITY GUARD SERVICES

THIS AGREEMENT (this "Agreement") is made the 5th day of Sept., 2017, by and between the City of Starkville, Mississippi, a municipal corporation of the State of Mississippi (hereinafter referred to as the "City"), and Pinelake Church, Inc., a Mississippi corporation (hereinafter referred to as the "Church").

WHEREAS, the City has and maintains the Starkville Police Department (hereinafter referred to as the "Department");

WHEREAS, the Department has the authority to provide police services, including the direction and control of vehicular traffic upon streets and highways located within the City of Starkville, Mississippi;

WHEREAS, pursuant to Miss. Code Ann. § 17-25-11, certified law enforcement officers employed by the Department may wear the official uniform and other Department issued gear while performing private security services during off-duty hours;

WHEREAS, pursuant to Miss. Code Ann. § 17-25-11, such proposed employment is not likely to bring disrepute to the City, the Department, the officer, or law enforcement generally, and the use of the official uniform and gear in the discharge of the officer's private security endeavor promotes the public interest;

WHEREAS, under these parameters, the City is entitled to enter into police and traffic control agreements with private entities requiring such services and to enter into agreements to allow the officers to obtain compensation to defray the costs of such services; and

WHEREAS, the Church desires to enter into such an agreement for such services in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. SERVICES PROVIDED BY THE DEPARTMENT. Subject to the terms and conditions of this Agreement, the Department's officers shall, from time to time, provide traffic control and direction and security during specified times and locations determined by the Church in the vicinity of the Church's Sunday services in the City.

2. PERSONNEL, TRAINING AND EXPERIENCE. The Department will allow qualified police personnel ("Police Personnel") to provide such services. Such Police Personnel shall perform such services in their discretion based on their experience and expertise.

3. INDEPENDENT CONTRACTOR(S). The Police Personnel performing services under this Agreement shall at all times be acting as an independent contractor, and no such Police Personnel shall at any time be deemed to be an employee of the Church.

4. TIME OF SERVICES. The regular time of service will be each Sunday as directed by the Church. Police Personnel providing services under this Agreement will be required to complete and return to the Church a time sheet. Police Personnel performing duties under this Agreement shall dress in their regular police uniform that designates them as a uniformed police officer of the City and, in addition to possessing any other Department issued gear, shall carry a Church security radio on their person while performing duties hereunder, with such security radio monitoring the Church's designated security channel. In addition to traffic duties, the Police Personnel shall patrol the Church parking lot when not performing traffic control and direction duties hereunder.

5. COMPENSATION FOR SERVICES. The Church shall compensate the Police Personnel for each member's service at the rate of Thirty Dollars (\$30.00) per hour or One

Hundred Twenty Dollars (\$120.00) for the four (4) hour regular times of service each week. Such compensation shall be remitted directly to each of the Police Personnel performing services hereunder, and each such Police Personnel shall execute and deliver a W-9 to the Church prior to performing services hereunder.

7. TERM. This Agreement shall be for a one year term but may be cancelled at any time at the option of the Church or the City provided that notice of such cancellation shall be given in writing to the other at least thirty (30) days prior to such cancellation. The City and the Church may renew this Agreement for successive one year terms by execution of a mutual written agreement each year.

8. NO ASSIGNMENT. Neither party may assign this Agreement, nor shall either party assign any of its obligations to perform hereunder, it being understood and agreed between the parties that this Agreement and the services and other obligations to be performed hereunder constitute a contract with the municipal government for specialized services.

9. NOTICES. Any notices required to be given to parties pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed to the following respective addresses:

In the case of the City:

Starkville Police Department
Attn: Chief of Police
101 Lampkin Street
Starkville, MS 39759

In the case of the Church:

Pinelake Church, Inc.
Attn: Rod Cadenhead
Executive Pastor of Operations
6071 Highway 25
Brandon, MS 39047

10. COMPLIANCE WITH LAWS/ VENUE. This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the Starkville Police Department and shall be governed by the laws of the State of Mississippi, including Miss. Code Ann. § 17-25-11. The venue of any legal action or proceeding arising under this Agreement shall be a court of competent jurisdiction located in Oktibbeha, Mississippi.

11. LIMITATION OF LIABILITY AND INDEMNITY. Pursuant to Miss. Code Ann. § 17-25-11, acts and omissions of Police Personnel in the discharge of their duties under this Agreement shall be deemed to be the acts and omissions of the Church and not the acts and omissions of the City or Department. The Church shall hold harmless the City, Department, and Police Personnel, and fully defend and indemnify them from any expense or loss, including attorney's fees, which results from any action taken against the City, Department or Police Personnel arising out of the acts or omissions of the Police Personnel in performing their duties for the Church under this Agreement. Neither the City, nor the Department, nor the Police Personnel, shall be liable for acts or omissions of the Police Personnel in the performance of their duties for the Church under this Agreement.

12. INVALIDITY OF PROVISION. If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

13. MODIFICATION OF AGREEMENT. Any modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, shall be

binding only if evidenced in writing signed by each party or any authorized representative of each party.

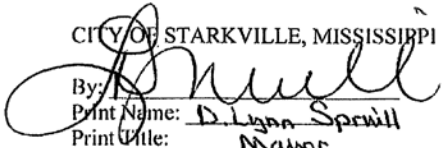
14. HEADINGS. The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

15. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

16. BINDING AUTHORITY. Each of the signatories to this Agreement represent that each has full authority to enter into the foregoing Agreement on behalf of the party represented herein, and that all corporate action has been taken by the governing board/membership to duly authorize the execution and performance of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first above written.

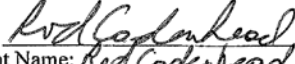
CITY OF STARKVILLE, MISSISSIPPI

By: 

Print Name: D. Lynn Spruill

Print Title: Mayor

PINELAKE CHURCH, INC.

By: 

Print Name: Rod Cadenhead

Print Title: Executive Pastor of Operations

1023596

42. CONSIDERATION OF AUTHORIZATION TO PURCHASE THE ELECTRIC FACILITIES CURRENTLY OWNED BY 4-COUNTY ELECTRIC POWER ASSOCIATION LOCATED ALONG THE EAST SIDE OF HIGHWAY 25 NORTH TOWARD HIGHWAY 182, THEN ALONG HIGHWAY 182 FROM HIGHWAY 25 NORTH TO JACKSON STREET NORTH, THEN ALONG JACKSON STREET

NORTH TO GARRARD ROAD AT DEPRECIATED BOOK VALUE OF \$60,564.40.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 5, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to purchase the electric facilities currently owned by 4-County Electric Power Association located along the east side of Highway 25 North toward Highway 182, then along Highway 182 from Highway 25 North to Jackson Street North, then along Jackson Street North to Garrard Road at depreciated book value of \$60,564.40” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill thanked Starkville Utilities for their work Labor Day on a large water leak in the City. She then read all consented items on the agenda.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted that the intersection at Reed Road has a blind spot for traffic.

Emil Lovely, spoke on behalf of the West Main Street Community Association (defined as the area bound by the 500-800 block of West Main Street, part of Highway 182 and the 200 block of Ernest Jones Drive) which has recently formed to “develop a community that enhances the quality of life for its members by preserving historical values and improving safety, appearance, infrastructure and neighborly values”.

Shamier Hanes, spoke in support of the appointment of Lisa Long to the school board.

Kenny Langley, spoke in support of the appointment of Lisa Long to the school board.

Ann Buffington, spoke in support of the appointment of Lisa Long to the school board.

Felisha Ashford, spoke in support of the appointment of Debra Prince to the school board.

Rodney Lincoln, spoke on behalf of the Sturgis Motorcycle Rally Board and thanked the City, Mayor and Board for their support of the recent rally.

PUBLIC APPEARANCES: None

INTERVIEWS OF CANDIDATES FOR APPOINTMENT TO THE STARKVILLE OKTIBBEHA CONSOLIDATED SCHOOL DISTRICT BOARD.

- A. SUMNER DAVIS
- B. LISA LONG
- C. DEBRA PRINCE

Three applicants, Sumner Davis, Lisa Long and Debra Prince, were determined to be eligible candidates based on residency and being qualified electors. Mayor Spruill thanked the applicants for their interest in serving the Starkville / Oktibbeha County consolidated school district and asked that, as a courtesy, the ones not being interviewed leave the room while not being interviewed. The Board then interviewed the candidates in alphabetical order.

PUBLIC HEARINGS:

A. PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2018 BUDGET AND PROPOSED TAX LEVIES FOR THE CITY OF STARKVILLE.

Budget Chairman, Alderman Sandra Sistrunk, presented highlights of the proposed Fiscal year 2018 budget noting there is no proposed tax increase and the budget is balanced.

Mayor Spruill opened the Public Hearing and called for public comments.

There being no comments from the public or the Board, the Mayor announced the public hearing closed.

The following notice ran in the Starkville Daily News:

PUBLIC HEARING NOTICE

“NOTICE OF A PUBLIC HEARING ON THE PROPOSED BUDGET AND PROPOSED TAX LEVIES FOR CITY OF STARKVILLE”

The City of Starkville will hold a public hearing on its proposed budget and proposed tax levies for fiscal year 2018 on Tuesday, September 5, 2017 at 5:30 PM and a second public hearing on Friday, September 15, 2017 at 1:00 PM at the Municipal Court Room of City Hall at 110 West Main Street.

The City of Starkville is now operating with projected total budget revenue of \$20,886,823. 28.10% or \$5,870,000 of such revenue is obtained through ad valorem taxes. For next fiscal year, the proposed budget has a total projected revenue of \$21,982,305. Of that amount, 27.31% or \$6,005,000 is proposed to be financed through a total ad valorem tax levy.

The decision to not increase the ad valorem tax millage rate of 25.58 for fiscal year 2018 above the current fiscal year's ad valorem tax millage rate means you will not pay more in ad valorem taxes on your home, automobile tag, utilities, business fixtures and equipment and rental real property, unless the assessed value of your property has increased for fiscal year 2017.

Any citizen of The City of Starkville is invited to attend this public hearing on the proposed budget and tax levies for fiscal year 2018 and will be allowed to speak for a reasonable amount of time and offer tangible evidence before any vote is taken. A proposed summary budget will be posted to the City's web site prior to the Public Hearing.

The City of Starkville will adopt the proposed budget and proposed tax levy at a recessed board meeting to be held on September 15, 2017 at 1:00 p.m. at the Municipal Court Room of City Hall at 110 West Main Street.

B. PUBLIC HEARING ON AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI.

Mayor Spruill opened the Public Hearing and called for public comments.

Marnita Henderson spoke against the expansion of distance from churches, schools and funeral homes to establishments that sell alcohol.

Jerry Jefferson requested distance be left at 250 feet also.

Alvin Turner stated he was hit by a car years ago and does not want to see any law passed to make it easier for a person to obtain alcohol.

Michelle Jones, President of Main Street Association, noted the downtown area is growing and more restaurants will develop if the distance is shortened.

Jay Yeates, (The Veranda) on behalf of the Golden Triangle Restaurant Association, along with John Bean

(Harvey's and The Grill), Robin Fant (Pepper's Deli and Bulldog Burger), Dave Hood (Dark Horse Tavern) and Ty Thames (Restaurant Tyler, Bin 612 and City Bagel) offered their support of the changes to the alcohol Ordinance. Rosa Dalomba, owner of the Pop Porium, spoke in support of the changes. She hopes to stay open later at night and offer beer and wine in the future.

Thomas Gregory, recently moved to Starkville and as a City Planner by profession, offered his support in changes to the Ordinance.

There being no further comments from the public, the Mayor announced the public hearing closed.

Alderman Little thanked everyone for their comments, patience and attendance. He addressed the three proposed changes to the Ordinance.

Alderman Miller thanked everyone for their attendance and expressions of their opinions and noted all are valued.

Alderman Perkins noted he will address the issue at the September 19 meeting and is against any changes.

There being no further comments from the Board, the Mayor announced the second public hearing will be held September 19, 2017.

43. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF AUGUST 30, 2017 FOR FISCAL YEAR ENDING 9/30/17.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments as of August 30 2017 for fiscal year ending 9/30/17, acknowledging that the City Clerk has attested and certified on the record, to be placed in the Minutes of this meeting, that all claims on the docket are true, accurate, lawful, and proper for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21 to the best of her knowledge, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 330,507.90
Restricted Police Fund	002	171.50
Airport Fund	015	31,151.18
Restricted Airport Fund	016	114,006.05
Sanitation	022	66,534.69
Landfill	023	405.45
Computer Assessments	107	0
Police Dept Renovations	135	217,721.76
Park and Recreation	375	24,178.91
Trust & Agency	610	17,732.79
Economic Dev, Tourism & Conv	630	72,441.26

Sub Total Before Utilities		\$ 874,851.49
Utilities Dept.	SED	503,272.14
Total Claims	Total	\$ 1,378,123.63

44. UPDATE ON THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION BY CHIEF R. FRANK NICHOLS, GARY SHAFER & ASSOC., WEATHERS CONSTRUCTION COMPANY.

Chief Nichols, Gary Shafer and Sally Zahner presented photographs of the newly renovated Police Department showing various furnished rooms in the building. The following letter was presented to the Board describing the basement:



August 23, 2017

Mayor Lynn Spruill
City of Starkville
110 West Main Street
Starkville, MS 39759

RE: SPD Basement Recommendation

Mayor Spruill,

The following will be an account of our understanding of the water infiltration issues that are currently affecting the basement area of the Starkville Police Department building and will end with our recommendation for your consideration.

- We have been working with the City for over 15 years to find and design a new facility for the Police Department. In that time, we were asked to look at many different sites and existing buildings. Within the context of the Program that was provided to us by the City we evaluated the fit between the Program, site/buildings, and the budget limit that was given to us by each of the sitting/current Mayor and Board.
- The 2014-2017 Mayor and Board narrowed the options down to the Cadence Bank building and the existing City Hall building. When the cost comparisons were presented, the Board chose to pursue the renovation of the City Hall building after the city hall functions were moved to the new building.
- As we investigated the existing conditions of the City Hall building we observed that at times there was moisture in the basement area. Often it was totally dry. But at other times the moisture ranged from just a few damp areas on the concrete to actual standing water (1" – 2" +/-).
- When questioning the occupants (both City Hall officials and Starkville Police representatives) we understood that the water was coming in under the north door on the east side and through the window/window well that was in the basement wall on the east side. And confirmed that water was entering the basement at these two locations.
- We avoided putting any of the programmatic spaces in the basement during the design phase due to the existing conditions. It was considered unoccupied space and only contained mechanical equipment and ducts that were attached to the bottom of the stage. This left a clear space of about 5 feet above the basement floor.
- As construction proceeded a new drainage system was established on the east side for the downspouts and in the new access area to the two doors on the east wall (the location of the previously observed leak). Additionally, the existing basement window/window well was removed and replaced with new wall construction.
- Once the water tightness of the exterior of the building was established it became clear that after a major rain event water was entering the basement.

Cont.....

Page Two

- The GC started to monitor the situation and noticed that after a major rain event water was leaking up through a crack in the floor on the north-east corner of the basement slab.
- A explorative hole was cut in the slab at the leak to see if there was a pipe or drain in that area that could be producing water under pressure. No pipes or drains were found but it was observed that water was entering the hole from the east.
- During the next major rain event, the GC used a shop vacuum to collect the water from the hole, before it could rise enough to come out on the basement floor. In about 2 hours he collected 25 gallons of water. For that rain event, the remaining areas in the basement were dry.
- This was reported to the Board at the July 18th meeting. The recommendation was to install a sump pump in that area to remove the water that was observed under the slab. This was completed July 28th and has been operational since that time.
- From August 4th through the 17th Starkville received rain on 13 of the 14 days. Although the pump appeared to work properly, and removed the water that came into that hole, there was standing water in the other areas of the basement.
- This water was removed daily by the GC and another round of observations began.
- During the extended major rain event water was observed entering through another crack in the slab (1/3 of the way from the east wall) and through some cracks in the west wall.
- Much of this water migrates to the original floor drain in the middle of the basement. The City has run their camera in the drain and confirmed that it is not functional because it is collapsed.
- We now understand that under different rain conditions the basement appears to have different leak patterns.

With that said, we believe that the continuing water intrusion problems are unforeseen latent conditions. The next phase of resolution will require the expertise of a Civil Engineer. We can add this to the existing contract and ask the GC for a Change Order once a proposed solution is accepted by the Board. Or we could close out this contract, you can start using the building for its intended use, and sign a separate contract for the proposed work, once a plan is accepted.

The current Civil Engineer of Record is Clyde Pritchard and his recommendation is as follows:

'I believe it is prudent to do 2 additional borings through the floor in the basement.
I will also need the depth of the sump with respect to the basement floor.
Borings...a little elevation work....recommendations I anticipate to be on the order of \$1200.
Let me know if this is authorized.
Can drill it Wednesday if it's a go.'

Cont.....

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Please review and then feel free to call me with your thoughts, comments, or questions.

Thank you,


Gary Shafer, AIA
Registered Architect
Professor Emeritus of Architecture

45. CONSIDERATION TO ALLOW CLYDE PRITCHARD TO DO 2 ADDITIONAL BORINGS THROUGH THE FLOOR OF THE BASEMENT AND SLIGHT ELEVATION WORK AT THE COST OF \$1,200.00.

Clyde Pritchard of Pritchard Engineering described methods which have been used to date to determine the source of water in the Police Department basement. The water has been tested and is rain / ground water. Following questions and comments from the Board, Police Chief and various Police Officers, Alderman Vaughn offered a motion to authorize Clyde Pritchard to complete two (2) additional borings through the basement of the Police Department and slight elevation work at the cost of \$1,200.00. Alderman Miller seconded the motion and the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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. CONSIDERATION TO AUTHORIZE THE MAYOR TO SIGN THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, to remove this item from the agenda, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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. CONSIDERATION TO APPROVE THE RESALE RATE SCHEDULE SUBSTITUTION AGREEMENT WITH TVA EFFECTIVE OCTOBER 1, 2017.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Little, to approve the Resale Rate Schedule Substitution Agreement with TVA effective October 1, 2017, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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, 2017

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 schedule specified in (a) below, a copy of which is attached, for the resale rate schedule specified in (b) below, which, as adjusted, is 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 2017 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 schedule specified in (a) below.

- | | |
|---|--------------|
| (a) <u>New resale rate schedule:</u> | |
| Residential Rate--Schedule RS | October 2017 |
| | |
| (b) <u>Existing resale rate schedule:</u> | |
| Residential Rate--Schedule RS | October 2016 |

It is understood that, upon execution of this agreement by TVA and Distributor, all references in the Power Contract to the existing resale rate schedule specified in (b) above, or to any predecessor schedules, will be deemed to refer to the new resale rate schedule 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
RESIDENTIAL RATE--SCHEDULE RS
(October 2017)

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: \$15.57 per month, less

Hydro Allocation Credit: \$1.60 per month

Energy Charge:

Summer Period 6.784¢ per kWh per month

Winter Period 6.485¢ per kWh per month

Transition Period 6.296¢ 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.

48. 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 Little, seconded by Alderman Miller, 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 Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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.

49. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING PERSONNEL MATTERS RELATING TO THE JOB PERFORMANCES OF THREE EMPLOYEES AT THE WATER AND WASTEWATER DEPARTMENT AND ONE EMPLOYEE WITH THE POLICE DEPARTMENT.

Alderman Perkins offered a motion to enter Executive Session for the purpose of discussing personnel matters relating to the job performances of three employees at the Water and Wastewater Department and one employee with the Police 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 Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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 discussing personnel matters relating to the job performances of three employees at the Water and Wastewater Department and one employee with the Police Department on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

50. A MOTION TO RETURN TO OPEN SESSION.

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

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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.

51. A MOTION TO ACCEPT RECOMMENDATION TO TERMINATE THREE STARKVILLE WATER / WASTEWATER EMPLOYEES.

Upon the motion of Alderman Perkins, duly seconded by Alderman Little, to accept the recommendation of the Human Resource Director and the Starkville Utilities Director to terminate Ms. Sherring Goodwin, Mr. Ladarius Jordan and Mr. Anthony Davis effective immediately, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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. A MOTION TO ACCEPT RECOMMENDATION TO SUSPEND A STARKVILLE POLICE OFFICER.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, to accept the recommendation of the Police Chief to suspend Officer Scott Caldwell seven (7) days without pay, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	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. MOTION TO RECESS UNTIL SEPTEMBER 15, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Perkins, duly seconded by Alderman Little, for the Board of Aldermen to recess the meeting until September 15, 2017 @ 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 Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Absent
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

ORDINANCE 2017-__

**AN ORDINANCE DELETING ADMINISTRATIVE ADJUDICATION
PROCESS ORDINANCE AND AMENDING OTHER ORDINANCES
THAT REFERENCE ADMINISTRATIVE ADJUDICATION PROCESS**

WHEREAS, the City of Starkville adopted the Administrative Adjudication Process Ordinance on March 4, 2008, pursuant to Opinion No. 2007-00380 of the Office of the Attorney General for the State of Mississippi; and

WHEREAS, based upon subsequent opinions from the Office of Attorney General for the State of Mississippi to the City of Starkville, dated March 12, 2012, and May 29, 2012, the City determines that the Administrative Adjudication Process Ordinance may conflict with relevant provisions of Mississippi statutes and is otherwise no longer warranted or needed for the efficient administration of municipal affairs.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Starkville as follows:

SECTION I. RECITALS

The prefatory statements are hereby incorporated herein.

**SECTION II. DELETION OF ADMINISTRATIVE ADJUDICATION PROCESS
ORDINANCE**

Chapter 82, Article VI, entitled, “Administrative Adjudication Process Ordinance,” is hereby deleted in its entirety and of no further force or effect.

**SECTION III. DELETION OF REFERENCES TO USE OF ADMINISTRATIVE
ADJUDICATION PROCESS IN OTHER ORDINANCES**

References to the administrative adjudication process, administrative offenses, administrative fees or fines, imposition by the administrative hearing officer of penalties for ordinance violations by the administrative hearing process, and related terminology and phrases are deleted from the following ordinances:

- A. Chapter 18, Article II, Sections 34 and 35: Animal Control Ordinance;
- B. Chapter 50, Article II, Section 30: False Alarm Ordinance;

- C. Chapter 67, Article II, Section 40: Historic Preservation Ordinance;
- D. Chapter 82, Article IV, Section 98: Smoking Ordinance;
- E. Chapter 98, Article III, Sections 58-59: Sidewalk Ordinance; and
- F. Chapter 106, Article XVI, Sections 610-611: Helmet Ordinance.

SECTION IV. ENFORCEMENT FOR VIOLATIONS OF ORDINANCES UNDER JURISDICTION OF MUNICIPAL COURT

The authority and jurisdiction to hear and determine cases charging violations of municipal ordinances, including imposition of fines and penalties related thereto, rests solely with the City of Starkville municipal court.

SECTION V. INVALIDATION/SEVERABILITY

The requirements and provisions of this Ordinance are severable. If any article, section paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

SECTION VI. CONFLICTS

All Ordinances, parts of Ordinances or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be hereby repealed.

SECTION VII. EFFECTIVE DATE

Following its passage, this ordinance shall become effective thirty (30) days after its publication in a local newspaper with a general circulation. The City Clerk shall cause this ordinance to be published one (1) time in a local newspaper with general circulation.

The City Clerk is directed to post the Ordinance in three conspicuous public places, place the Ordinance on the City's website and to publish the Ordinance one time in the Starkville Daily News, obtaining proof of publication thereof.

THE FOREGOING ORDINANCE, having first been reduced to writing, was proposed in a motion by Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be adopted. The vote being as follows:

Ben Carver Voted: _____

Sandra Sistrunk Voted: _____

David Little Voted: _____

Jason Walker Voted: _____

Patrick Miller Voted: _____

Roy A'. Perkins Voted: _____

Henry Vaughn, Sr. Voted: _____

ORDAINED AND ADOPTED, this the _____ day of _____, 2017, at the
Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville,
Oktibbeha County, Mississippi.

D. LYNN SPRUILL

Mayor

City of Starkville, Mississippi

LESA HARDIN

City Clerk

City of Starkville, Mississippi

ORDINANCE NUMBER 2017-

AN ORDINANCE TO CREATE RULES AND REGULATIONS FOR SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

WHEREAS, scientific studies have found that tobacco smoke is a major contributor to air pollution; and

WHEREAS, scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing secondhand smoke is a significant health hazard; and

WHEREAS, the Mayor and Board of Aldermen find and declare that the purposes of this ordinance are to protect the public health and welfare of its citizens by prohibiting smoking in public places and places of employment;

WHEREAS, the City originally enacted Ordinance No. 2008-8, dated August 19, 2008, and codified in Chapter 82 - Offenses and Miscellaneous Provisions, Article IV - Smoking in Public Places and Places of Employment, Municode Sections, 82-91 through 82-99;

WHEREAS, the original ordinance has achieved the stated goals, and the Mayor and Board of Aldermen wish to continue the prohibition of smoking in public places and places of employment with no provision for automatic repeal; and

WHEREAS, since the original passage of the smoking ordinance there have been technological changes to the ability to obtain nicotine byproducts that contribute negatively to the environment and have the same characteristics of secondhand smoke.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that the City's original smoking ordinance shall be amended as follows (*amendments are in italics*):

Section 1: Definitions

"Airport Area" means any area within the secured, fenced area of the Starkville George M. Bryan field located within the city limits of the City of Starkville.

"Alternative nicotine product" means "(1) An electronic cigarette; or (2) Any other product that consists of or contains nicotine that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling or by any other means."

"Bars" means any premises where non-alcoholic or alcoholic beverages are sold or consumed.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

"Childcare facility" means any state licensed childcare facility including, but not limited to licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and Head Start programs.

"City buildings" means all City-owned and operated buildings and those portions of buildings leased and operated by the City.

“Common areas of buildings” means all areas not part of a tenant’s leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

“Electronic cigarette” means “an electronic product or device that produces a vapor that delivers nicotine or other substances to the person inhaling from the device to simulate smoking, and is likely to be offered to, purchased by, consumers as an electronic cigarette, electronic cigar, electronic cigarillo or electronic pipe.”

“Employee” means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted for from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.

“Employer” means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one (1) or more individual persons.

“Enclosed Area” means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, ‘other landscaping’ or similar structures.

“Entrance” means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

“Hotel and motel” means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent that is not an apartment complex or home.

“Mall” means an enclosed, indoor are-l’ containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.

“Place of employment” means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a ‘place of employment’ within the meaning of this ordinance unless used as a childcare facility.

“Private Club” means a facility owned or operated by an association or corporation, which does not operate for pecuniary gain or have regular employees. Affairs and management of the organization are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at an annual meeting. The organization has established by-laws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of Federal Income Taxes as a Club under 26 U.S.C. Section 501. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition.

“Private residence” means premises owned, rented or leased for temporary or permanent habitation.

“Public place” means any enclosed area to which the public is invited or in which the public is permitted. A private residence is not a public place.

“Restaurants” means any eating establishment, which gives or offers for sale food to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term shall include a bar area within the restaurant.

“Smoking” means to smoke or carry a lighted pipe, cigar, cigarette, nicotine dispensing or tobacco-related products in any form.

“Sports Arena or Venue” means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, and bowling centers.

Section 2: Smoking Prohibited in Indoor Public Places

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

- a. Childcare facilities.
- b. City buildings including airport facilities, libraries, museums and publically supported facilities.
- c. Common areas in bed and breakfast establishments, hotels and motels.
- d. Elevators and enclosed stairwells.
- e. Health care facilities.
- f. Indoor shopping malls.
- g. Places of employment.
- h. Polling places.
- i. Public forms of transportation, including but not limited to motor buses, taxicabs, or other public passenger vehicles.
- j. Public bus and transfer point shelters.
- k. Retail stores.
- l. Enclosed, indoor areas of restaurants and bars.
- m. Self-service laundry facilities.
- n. Service lobbies, waiting areas, and the common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.
- o. Indoor sports arenas and venues.
- p. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider.

Section 3: Exceptions

The following areas shall not be subject to the smoking restrictions of this ordinance:

- a. Bed and breakfast, hotel and motel rooms that are rented to guests and are designated as smoking rooms.
- b. Private clubs.

Section 4: Smoking Prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas:

- a. Immediately preceding or blocking the entrance and/or exit of an area where smoking is prohibited.
- b. Attached areas of restaurants that are covered or partially covered with more than 50% of the perimeter of the outside area walled or otherwise closed to the outside.
- c. Seating areas of outdoor sports arenas and venues.
- d. All airport areas that are within the security fencing of the George M. Bryan field in the City of Starkville, Mississippi.

Section 5: Signage

- a. Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer or other person in charge of the building.
- b. Signage shall include the international no smoking symbol and be no smaller than 2"x2".
- c. It shall be unlawful for any person to remove, deface, or destroy any sign required by this ordinance, or to smoke in a place where any such sign is posted.

Section 6: Proprietor's Responsibilities

- a. The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that they extinguish their cigarette or tobacco product and refrain from smoking.
- b. The proprietor, employer or other person in charge of premises, shall post signage as required by this ordinance.
- c. The proprietor, employer or other person in charge of premises, shall not provide ashtrays in areas where smoking is prohibited.

Section 7: Enforcement

- a. The Chief of Police or designee, shall have the power, whenever they may deem it necessary, to enter upon the premises named in this ordinance to ascertain whether the premises are in compliance with this ordinance. Enforcement will be through issuance of a summons and complaint.
- b. Any person who desires to register a complaint under this ordinance may contact the City Police Department.

Section 8: Violations and Penalties

- a. Any person who violates any provision of this ordinance may be subject to a fine of no more than fifty dollars (\$50) for the first offense and no more than two hundred and fifty dollars (\$250) for the second and all subsequent offenses on a per incident basis. This offense is *subject to the jurisdiction of the city municipal court.*
- b. The Board of Aldermen shall suspend or revoke any business license or permit issued by the City for three (3) or more violations of this ordinance involving the licensed premises within a twelve (12) month period.

Section 9: Jurisdiction Clause

This ordinance shall be subject to all other governmental jurisdictions rules and regulations and laws pertaining to smoking.

Section 10: Severability

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

Section 11: Repeal of Ordinance

This Ordinance Number 2017-____ shall remain in effect until repealed or replaced by the City of Starkville Board of Aldermen.

The Clerk is directed to cause this Ordinance to be published one time in the Starkville Daily News and to obtain proof of publication thereof.

UPON MOTION of Alderman _____ seconded by Alderman _____
the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

Ben Carver	Voted: _____
Sandra Sistrunk	Voted: _____
David Little	Voted: _____
Jason Walker	Voted: _____
Patrick Miller	Voted: _____
Roy A'. Perkins	Voted: _____
Henry Vaughn, Sr.	Voted: _____

ORDAINED AND ADOPTED this the ____ day of _____, A. D., 2017 at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.



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

AGENDA ITEM DEPT.: Community Development

AGENDA DATE: October 3, 2017

PAGE: Page 1 of 12

SUBJECT: Discussion and Consideration of PP 17-10 a request for Preliminary Plat approval for combining and subdividing several lots. The lots are located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive in a T5 zoning district with the parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00

AUTHORIZATION HISTORY:

The applicant, Walker Associates, on behalf of Hal and Mary Ann Fuller, Betty Bell, and Harry Bell, is requesting Preliminary Plat approval for combining and subdividing several lots into 4 lots. The proposed subdivision is named "Veranda at the Cotton District". The proposed subdivision is located in a T5 zoning district. The existing lots in the proposed subdivision are located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive. The subdivision has a gross acreage of +/- 7.34 acres with a total of 4 lots. The proposed development has a gross density of 0.54 lots per acre. Lots 2, 3 and 4 are proposed to be Apartments and will be maintained by the developer. Lot 1 is designed as Residential (Flats) and will also include Commercial/Office space. A total of 312 residential units are being proposed by the developer. 2.79 acres of the proposed preliminary plat are shown as right-of-way for proposed public streets. The applicant will submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants that include sections for common area and storm water facilities maintenance as well as the City's standard hold-harmless indemnification clause required by the City Attorney, shall be submitted prior to application for Final Plat. In addition to this request, the applicant is also requesting a variance from number of building stories, lot width, street width, and sidewalk locations. For this Preliminary Plat to be approved the conditions placed on two of the properties (104 and 105 Camp Avenue) from RZ 15-05 Capital Growth Properties at the February 16, 2016 Board of Alderman meeting, will have to be modified or removed. On September 12, 2017 the Planning and Zoning Commission vote 6-0 to recommend approval of the Preliminary Plat with nine conditions.

Recommended Conditions of Approval by Planning and Zoning Commission

1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
3. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
4. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
5. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
6. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
7. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
8. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
9. Recommendation of approval of the Preliminary Plat is contingent upon the approval of the variance request for street width and lot width for the subject properties.

**REQUESTING
DEPARTMENT:**

Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext. 3136 or Emily Corban @662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of PP 17-10 Request for Preliminary Plat approval for the Veranda at the Cotton District located along University Drive and Camp Avenue.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
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)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: PP 17-10 Request for Preliminary Plat approval for combining and subdividing several lots. The lots are located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive in a T5 zoning district with the parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00.
Date: September 12, 2017

The purpose of this report is to provide information regarding the request by Walker Associates on behalf of Hal and Mary Ann Fuller, Betty Bell, and Harry Bell for Preliminary Plat approval for combining and subdividing several lots into 4 lots. The proposed subdivision is named "Veranda at the Cotton District". The proposed subdivision is located in a T5 zoning district. The existing lots in the proposed subdivision are located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive. In addition to this request, the applicant is also requesting a variance from number of building stories, lot width, street width and sidewalk locations. These requests will be heard by the Board of Adjustment and Appeals on September 27, 2017. If this preliminary plat request and the variance request are recommended for approval, the Board of Aldermen will hear both requests on October 3, 2017. The Board of Aldermen will also hear a request to modify the conditions placed on the previous rezoning approval and the request for on street parking. Please see attachments 1-4.

Below is information pertaining to T5 District

§ 4 - SPECIFIC TO T5 DISTRICTS.

Lots located within the T5 District shall be subject to the requirements of this section.

7.1 LOTS

- (a) *Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.*

7.2 LOT OCCUPATION

- (a) *For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.*
- (b) *Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 12.*
- (c) *Primary Buildings may be positioned within the boundaries of a Lot to create a Sideyard, Rearyard, or Courtyard. (see Table 3)*
- (d) *Lot coverage by buildings shall be a maximum of 90% of the Lot area.*
- (e) *Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.*

7.3 BUILDING FORM

- (a) *The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.*
- (b) *The maximum height of a Primary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (c) *The maximum height of a Secondary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (d) *The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and on Table 12.*
- (e) *Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.*
- (f) *Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.*
- (g) *A first Story Residential or Lodging Use shall be raised a minimum of three (3) feet from the average grade of the Walkway.*
- (h) *Loading docks and service areas shall be permitted on Frontages by Exception.*
- (i) *In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.*
- (j) *Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.*
- (k) *Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.*

7.4 BUILDING USE

- (a) *Buildings may combine two (2) or more Uses listed on Table 5.*
- (b) *The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).*
- (c) *The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.*
- (d) *The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.*
- (e) *The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.*
- (f) *Retail Uses under 1,500 square feet shall be exempt from parking requirements.*

7.5 PARKING LOCATION

- (a) *All parking lots, garages and Parking Structures shall be located at the third Lot Layer as illustrated on Table 14.*

- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

7.6 LANDSCAPE

- (a) The first Lot Layer may be paved.

7.7 SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Permitted signage types shall conform to the specifications of Table 8.
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

TABLE 12. T5 BUILDING SETBACKS

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Front Setback (Principal)	2 ft. min. 15 ft. max.	40 ft. max. from rear
Front Setback (Secondary)	2 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	0 ft. or 3 ft. at corner
Rear Setback	3 ft. min.	3 ft. min.
Illustration		

TABLE 13. T5 BUILDING HEIGHT

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Height (in Stories)	4 stories	2 stories

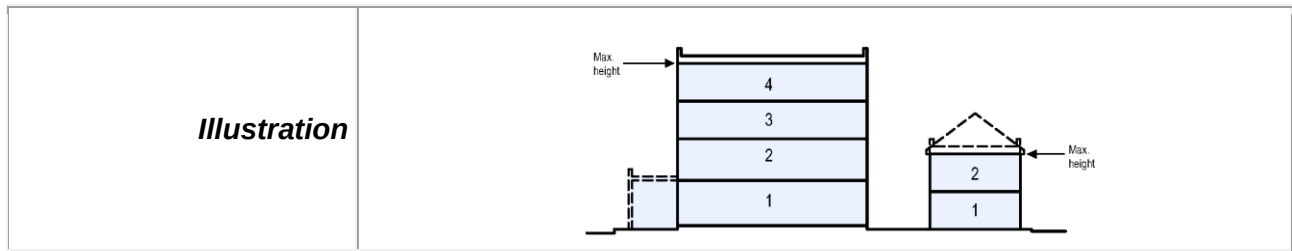
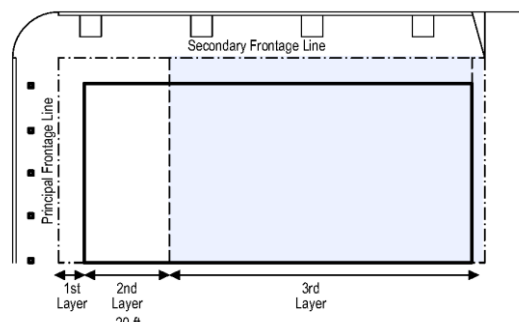


TABLE 14. T5 PARKING PLACEMENT

PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third layer.
2. Covered parking shall be provided within the third layer.
3. Trash containers shall be stored within the third Layer.



PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 7.34 acres with a total of 4 lots. The proposed development has a gross density of 0.54 lots per acre. Lots 2, 3 and 4 are proposed to be Apartments and will be maintained by the developer. Lot 1 is designed as Residential (Flats) and will also include Commercial/Office space. A total of 312 residential units are being proposed by the developer. 2.79 acres of the proposed preliminary plat are shown as right-of-way for proposed public streets. The applicant will submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants that include sections for common area and storm water facilities maintenance as well as the City's standard hold-harmless indemnification clause required by the City Attorney, shall be submitted prior to application for Final Plat.

Easements and Dedications

All easements are provided on the Preliminary Plat. All proposed roadway dedications are shown on the plat. The applicant shall contact the County for review and approval of the proposed road name. The Applicant shall meet the requirements of the electrical service provider, Starkville Utilities. The Applicant shall meet the requirements of the potable water and sanitary sewer utility services provider.

Findings and Comments

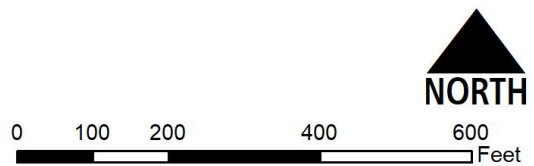
The preliminary plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. The applicant shall provide documentation that the subject area is not part of a previously plat subdivision. If it is a part of a previously platted subdivision, the applicant shall provide names of the persons to be adversely affected thereby or directly interested therein and provided written proof from each party agreeing to the alteration.

PP 17-10 IMS Development

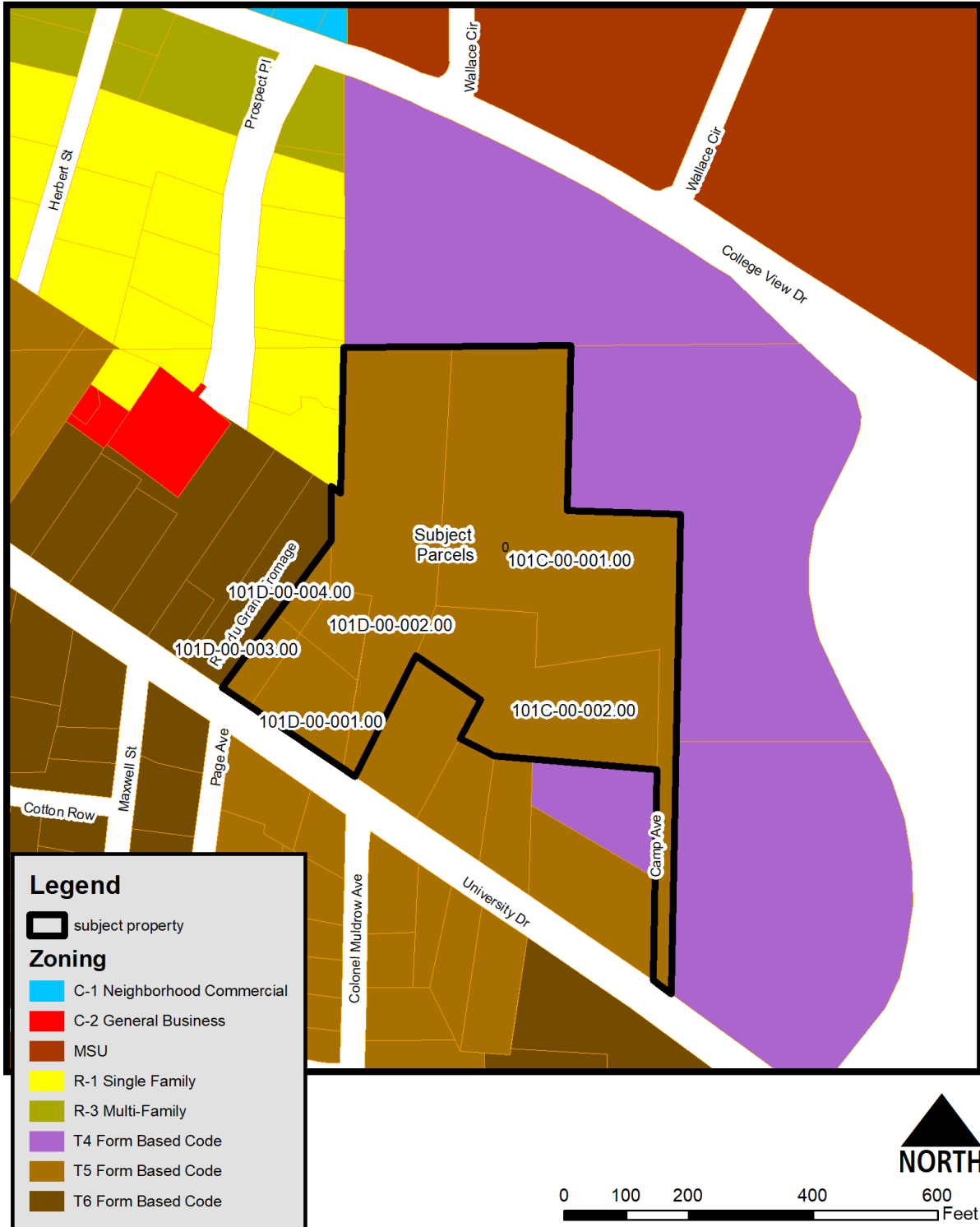
REQUESTED CONDITIONS:

1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. ~~The preliminary plat shall meet the minimum requirements for T5 zoning district dimensions or receive a variance from those dimensions prior to approval by the Board of Aldermen.~~
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
8. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
10. Recommendation of approval of the Preliminary Plat is contingent upon the approval of the variance request for street width and lot width for the subject properties.

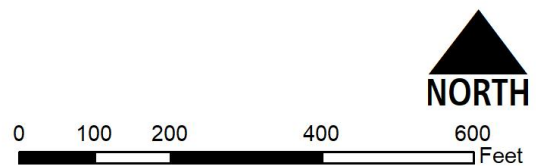
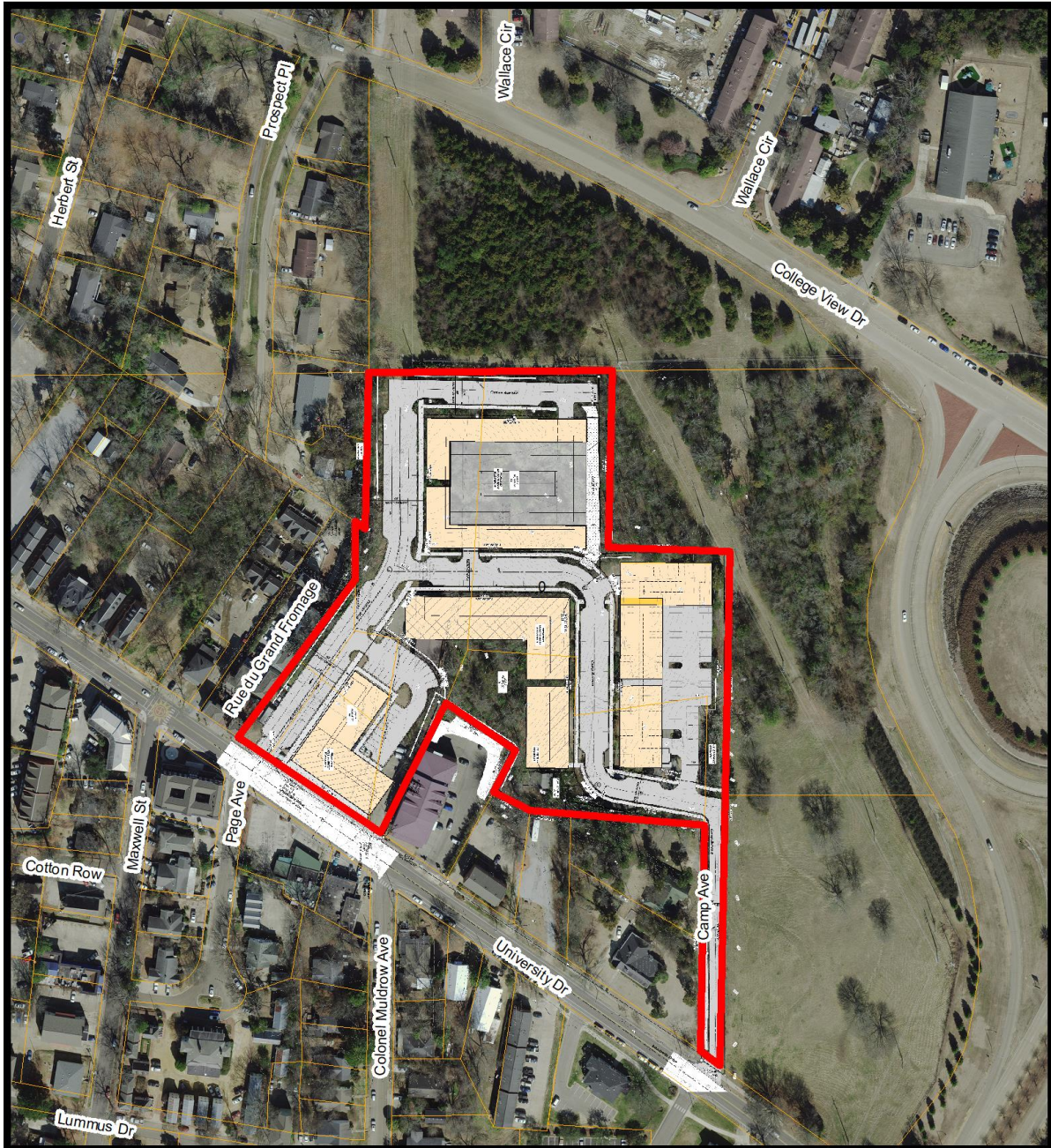
Attachment 1
PP 17-10 Aerial



Attachment 2 PP 17-10 Zoning



Attachment 3
PP 17-10 Preliminary Plat Overlay



[illegible]



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 3, 2017
PAGE: Page 1 of 3

SUBJECT:

Discussion and Consideration of RZ 15-05 a request for modification or removal of several conditions place on the rezone of two lots located at 104 and 105 Camp Avenue with the property # 101C-00-001.00 and 101C-00-002.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Walker and Associates, on behalf of Harry Bell and Betty Bell is seeking to modify or remove several conditions placed on 104 and 105 Camp Avenue as part of a rezoning of the property on February 16, 2016. The rezoning request originally included 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive. The request was to rezone all properties to T-6. During the public hearing at the Board of Aldermen, the request was modified to rezone only two properties (104 and 105 Camp Avenue) to T-5. The request was approved with five conditions. Since the time of the rezoning approval, the development plans have changed. As part of the new proposed plan, the applicant is seeking variances from Street Width, Sidewalk Placement, Lot Dimensions, and Building Height. On September 12, 2017, the Planning and Zoning Commission recommended approval of the Preliminary Plat with the condition that the requested variances are approved. The Board of Adjustment and Appeals recommended approval of the Variances on September 27, 2017. The conditions that were approved and the recommended action (*italicized*) are listed below:

1. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff shall not exceed pre-development runoff at the point of sub-basin discharge for a 2 and 1- year event. ***Suggest removing this condition. The proposed plan reduces the amount of stormwater discharge to the properties to the west. This condition would increase the amount of stormwater going to that area from what is currently proposed.***
2. Minimum block width / length of 200' x 200'; Maximum block width / length of 400' x 400'.
3. Maximum lot size 120' width x 220' depth. ***Suggest removing this condition. Lot width is part of the variance request.***
4. All construction traffic shall use the ingress / egress from College View Drive.
5. Camp Avenue shall be brought into compliance with city street standards. ***Suggest removing this condition. Street design is part of the variance request.***

31 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on September 18, 2017 and a sign was posted on the properties concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls against the request.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

12. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION FOR RZ 15-05, A REQUEST FOR THE REZONING OF SEVERAL PARCELS LOCATED ON THE NORTH SIDE OF UNIVERSITY DRIVE BETWEEN CAMP AVENUE AND RUE DU GRAND FROMAGE WITH PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.

Daniel Havelin and Buddy Sanders presented the background of RZ 15-05. The applicant, Capital Growth, received a recommendation of approval with conditions from the Planning and Zoning Commission for the rezoning of several parcels on University Drive on October 13, 2015. The request for rezoning had one parcel (101C-00-002.00) to be rezoned from T-4 to T-6, one parcel (101C-00-001.00) to be rezoned from C-2 to T-6, and four parcels (101D-00-001.00; 101D-00-002.00; 101D-00-003.00; 101D-00-004.00) to be rezoned from T-5 to T-6. The Commission voted 4-2 in favor of the approval. A petition appealing the Commission's recommendation was presented to City Staff on November 16, 2015. The petition included the names of property owner's within 160ft of the subject properties. The property owners on the petition own 13 of the 41 properties within 160ft or 31.7%. This exceeds the 20% required for a super majority vote for approval. The appeal was noticed by legal ad in the Starkville News and by letter on February 1, 2016.

Mayor Wiseman opened a Public Hearing. The applicants, represented by Attorney John Moore, requested a compromise of T5 zoning. Mr. Robert Camp stated they would be satisfied with T-5 Zoning. There being no further comments, the Mayor closed the Public Hearing.

Alderman Walker offered a motion to rezone parcel 101C-00-001.00 from C-2 to T-5 with specific finding that an error occurred in January 2012 when the subject property was not rezoned as part of the Transect District rezoning. The subject parcel (C-2) is surrounded by T-district zoning resulting in spot zoning for this property. Therefore, a zoning error has occurred that needs to be addressed to ensure orderly, planned growth.

Conditions:

1. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff shall not exceed pre-development runoff at the point of sub-basin discharge for a 2 and 1- year event.
2. Minimum block width / length of 200' x 200'; Maximum block width / length of 400' x 400'.
3. Maximum lot size 120' width x 220' depth.
4. All construction traffic shall use the ingress / egress from College View Drive.
5. Camp Avenue shall be brought into compliance with city street standards.

This 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.

Alderman Walker offered a motion to rezone parcel 101C-00-002.00 from T-4 to T-5 with specific finding that an error occurred in January 2012 when the subject property was rezoned to T-4 as part of the Transect District. The subject parcel and one other parcel are the only lots in this neighborhood to be zoned T-4 west of Camp Avenue and therefore, an error has occurred that needs to be addressed to ensure orderly, planned growth.

Conditions:

1. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff shall not exceed pre-development runoff at the point of sub-basin discharge for a 2 and 1- year event.
2. Minimum block width / length of 200' x 200'; Maximum block width / length of 400' x 400'.
3. Maximum lot size 120' width x 220' depth.
4. All construction traffic shall use the ingress / egress from College View Drive.
5. Camp Avenue shall be brought into compliance with city street standards.

This 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.

13. DISCUSSION AND CONSIDERATION OF THE REQUEST FOR VA 16-01 FOR A VARIANCE REQUESTED BY RAMSEY PARTNERS LP FROM RIGHT-OF-WAY AND ROAD REQUIREMENTS FOR ADELAIDE SUBDIVISION PHASE I WITH THE PARENT PARCEL NUMBERS 105 -15-007.00 AND 105 -22-001.00.

Alderman Maynard offered a motion to grant the request for VA 16-01 for Variance requested by Ramsey Partners LP from right-of-way and road requirements for Adelaide Subdivision Phase I located on the west side of South Montgomery Street directly north of The Claiborne at Adelaide retirement community in a R-4a (pending) zone with the parent parcel numbers 105 -15-007.00 and 105 -22-001.00. This motion was seconded by Alderman Wynn and the Board voted as follows:

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



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 10-3-2017
PAGE: 1 of 3

SUBJECT: Approval of the acceptance of the Starkville Convention and Visitor Bureau (CVB) Fiscal Year 2018 2% Budget.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor D. Lynn Spruill

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Approval of the acceptance of the Starkville Convention and Visitor Bureau (CVB) Fiscal Year 2018 2% Budget.

ldh

GSDP 2017/2018 BUDGET									
Convention and Visitors Bureau									
								PROPOSED	
		<u>2015/2016</u> <u>Actual</u>	<u>2015/2016</u> <u>Budget</u>	<u>##</u>	<u>2016/2017</u> <u>YTD 8.15.17</u>	<u>2016/2017</u> <u>Budget</u>	<u>16/17 Budget</u> <u>Remaining</u>	<u>##</u>	<u>2017/2018</u> <u>Budget</u>
REVENUES Hotel TAX									
40101-V	City of Starkville	\$320,191.07	\$200,000.00		\$238,998.88	\$225,000.00	-\$13,998.88		\$265,000.00
41000-V	Interest Income	\$259.16	\$0.00		\$255.66	\$250.00	-\$5.66		\$250.00
	Total Revenues Hotel TAX	\$320,450.23	\$200,000.00	##	\$239,254.54	\$225,250.00	-\$14,004.54	##	\$265,250.00
EXPENSES Hotel TAX									
56100-V	GSDP Management Contract	\$108,938.88	\$108,938.99		\$101,481.58	\$108,383.99	\$6,902.41		\$133,968.99
56101-V	GSDP Occupancy Agreement	\$17,667.08	\$16,061.01		\$18,022.51	\$19,661.01	\$1,638.50		\$20,209.85
56102-V	Audit	\$13,400.00	\$12,000.00		\$13,802.00	\$13,400.00	-\$402.00		\$13,800.00
56104-V	CVB Board Development	\$812.10	\$1,000.00		\$1,095.70	\$1,000.00	-\$95.70		\$1,500.00
56105-V	Dues-Sponsorship	\$23,155.00	\$30,000.00		\$17,895.00	\$28,500.00	\$10,605.00		\$22,000.00
56106-V	Convention Recruitment/Hospitality	\$696.41	\$7,000.00		\$65.41	\$3,500.00	\$3,434.59		\$7,000.00
56107-V	Maint Street Association	\$25,000.00	\$25,000.00		\$26,773.28	\$25,000.00	-\$1,773.28		\$25,000.00
56107-V	Dues-Tourism Memberships								\$6,500.00
	Total Expenses Hotel TAX	\$189,669.47	\$200,000.00	##	\$179,135.48	\$199,445.00	\$20,309.52	##	\$229,978.84
	Net Income Hotel TAX	\$130,780.76	\$0.00		\$60,119.06	\$25,805.00	-\$34,314.06		\$35,271.16
REVENUES Food & Beverage TAX									
41100-V	City of Starkville	\$312,223.67	\$235,000.00		\$251,648.25	\$260,000.00	\$8,351.75		\$290,000.00
41300-V	Restaurant Week	\$6,200.00	\$0.00		\$15,200.00	\$0.00	-\$15,200.00		\$10,000.00
41400-V	MHSAA and NCAA								\$0.00
	Total Revenues Food & Beverage TAX	\$318,423.67	\$235,000.00		\$266,848.25	\$260,000.00	-\$6,848.25		\$300,000.00
EXPENSES Food & Beverage TAX									
80000-V	GSDP Marketing/Operating Contract	\$63,000.00	\$63,000.00		\$57,750.00	\$63,000.00	\$5,250.00		\$63,000.00
80002-V	Advertising-Contracts	\$219,490.51	\$135,000.00		\$167,065.78	\$151,250.00	-\$15,815.78		\$30,000.00
80003-V	Advertising - Print								\$65,000.00
80004-V	Advertising - Radio								\$14,000.00
80005-V	Advertising - Video								\$16,000.00
80006-V	Advertising Digital/Web								\$10,000.00
80007-V	Advertising-Photography								\$2,000.00
80008-V	Advertising-Athletics								\$36,000.00
80028-V	Office Supplies	\$159.14	\$0.00		\$0.00		\$0.00		

		<u>2015/2016</u> <u>Actual</u>	<u>2015/2016</u> <u>Budget</u>	<u>##</u>	<u>2016/2017</u> <u>YTD 8.15.17</u>	<u>2016/2017</u> <u>Budget</u>	<u>16/17 Budget</u> <u>Remaining</u>	<u>##</u>	<u>2017/2018</u> <u>Budget</u>	
80040-V	Special Projects/Events	\$5,030.91	\$5,500.00		\$8,747.76	\$5,500.00	-\$3,247.76		\$8,700.00	
80041-V	Professional Development	\$5,467.42	\$7,800.00		\$2,592.66	\$8,000.00	\$5,407.34		\$6,000.00	
80042-V	Sponsored Programs	\$9,000.00	\$8,500.00		\$5,000.00	\$4,000.00	-\$1,000.00		\$8,000.00	
80043-V	Sustaining Grant Program	\$17,400.00	\$15,200.00		\$19,550.00	\$20,750.00	\$1,200.00		\$20,750.00	
80047-V	Consulting Services	\$10,000.00	\$0.00		\$10,000.00	\$10,000.00	\$0.00		\$10,000.00	
80048-V	Restaurant Week	<u>\$2,434.94</u>	<u>\$0.00</u>		\$8,459.09	\$2,500.00	-\$5,959.09		\$7,500.00	
80049-V	MHSAA Games/Sports Event Hospitality				\$6,002.23	\$0.00	-\$6,002.23			
80050-V	Videographing				\$750.00	\$0.00	-\$750.00		\$0.00	
	Total Expenses Food & Beverage TAX	<u>\$331,982.92</u>	<u>\$235,000.00</u>	<u>##</u>	<u>\$285,917.52</u>	<u>\$265,000.00</u>	<u>-\$20,917.52</u>	<u>##</u>	<u>\$296,950.00</u>	
	Net Income Food & Beverage TAX	<u>-\$13,559.25</u>	<u>\$0.00</u>		<u>-\$19,069.27</u>	<u>-\$5,000.00</u>	<u>\$14,069.27</u>		<u>\$3,050.00</u>	
	Net Income TOTAL	<u>\$117,221.51</u>	<u>\$0.00</u>		<u>\$41,049.79</u>	<u>\$25,805.00</u>	<u>-\$20,244.79</u>		<u>\$35,271.16</u>	



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 10-3-2017
PAGE: 1 of 7

SUBJECT: Approval of the acceptance of the Oktibbeha County Economic Development Association (OCEDA) Fiscal Year 2018 2% Budget.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor D. Lynn Spruill

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Approval of the acceptance of the Oktibbeha County Economic Development Association (OCEDA) Fiscal Year 2018 2% Budget.

ldh

GSDP 2017/2018 APPROVED BUDGET							
Okitibbeha County Economic Development Authority							
							PROPOSED
<u>REVENUES - GENERAL OPERATIONS</u>		<u>2015/2016 Actual</u>	<u>2015/2016 Budget</u>	<u>2016/2017 YTD 8.15.17</u>	<u>2016/2017 Budget</u>	<u>16/17 Budget Remaining</u>	<u>2017/2018 Budget</u>
48001-E	INTEREST INCOME	\$1,052.86	\$3,500.00	\$2,295.77	\$1,000.00	-\$1,295.77	\$1,000.00
48002-E	RTC % Rent Share	<u>\$41,479.82</u>	<u>\$42,000.00</u>	<u>\$30,632.70</u>	<u>\$47,000.00</u>	<u>\$16,367.30</u>	<u>\$47,000.00</u>
	Total Revenue - General Operations	\$42,532.68	\$45,500.00	<u>\$32,928.47</u>	<u>\$48,000.00</u>	<u>\$15,071.53</u>	<u>\$48,000.00</u>
<u>EXPENSES - GENERAL OPERATIONS</u>							
90030-E	AUTO/MILEAGE REIMB	\$115.98	\$500.00	\$0.00	\$500.00	<u>\$500.00</u>	\$500.00
90031-E	BOARD HOSPITALITY	\$3,258.79	\$3,000.00	\$4,023.98	\$3,600.00	<u>-\$423.98</u>	\$4,000.00
90032-E	OFFICE OVERHEAD	\$2,761.22	\$3,000.00	\$1,171.69	\$2,800.00	<u>\$1,628.31</u>	\$2,800.00
90034-E	INSURANCE/BONDS	\$22,531.00	\$19,000.00	\$19,780.00	\$23,000.00	<u>\$3,220.00</u>	\$23,000.00
90037-E	LEGAL/PROFESSIONAL	\$17,976.70	\$18,000.00	\$17,550.00	\$18,000.00	<u>\$450.00</u>	\$18,000.00
90040-E	OFFICE FURNITURE/EQUIPMENT	\$0.00	\$500.00	\$0.00	\$300.00	<u>\$300.00</u>	\$300.00
90041-E	OFFICE SUPPLIES	\$119.59	\$500.00	\$0.00	\$200.00	<u>\$200.00</u>	\$200.00
90043-E	POSTAGE/SHIPPING	\$0.00	\$200.00	\$0.00	\$200.00	<u>\$200.00</u>	\$200.00
90049-E	GSDP Occupancy Agreement	\$17,667.08	\$16,061.01	\$16,203.00	\$17,676.00	<u>\$1,473.00</u>	\$20,209.85
90050-E	GSDP MAN/PERSONEL CONTRACTS	<u>\$122,938.92</u>	<u>\$122,938.99</u>	<u>\$111,213.63</u>	<u>\$121,324.00</u>	<u>\$10,110.37</u>	<u>\$130,000.00</u>
	Total Expenses - General Operations	\$187,369.28	\$183,700.00	<u>\$169,942.30</u>	<u>\$187,600.00</u>	<u>\$17,657.70</u>	<u>\$199,209.85</u>
	Net Income - General Operations	<u>-\$144,836.60</u>	<u>-\$138,200.00</u>	<u>-\$137,013.83</u>	<u>-\$139,600.00</u>	<u>-\$2,586.17</u>	<u>-\$151,209.85</u>
<u>REVENUES PROJECT - RESEARCH PARK</u>							
48003-E	BUILDING LEASE INCOME	\$333,587.96	\$300,000.00	\$253,843.07	\$325,000.00	\$71,156.93	\$325,000.00
48005-E	COMMON AREA COST REIMB.	\$1,759.02	\$3,200.00	\$2,066.39	\$3,200.00	\$1,133.61	\$3,200.00
48013-E	UTILITY COST REIMB.	<u>\$136,082.78</u>	<u>\$130,000.00</u>	<u>\$134,406.53</u>	<u>\$140,000.00</u>	<u>\$5,593.47</u>	<u>\$140,000.00</u>
	Total Revenue Project - Research Park	<u>\$471,429.76</u>	<u>\$433,200.00</u>	<u>\$390,315.99</u>	<u>\$468,200.00</u>	<u>\$77,884.01</u>	<u>\$468,200.00</u>
<u>EXPENSE PROJECTS - RESEARCH PARK</u>							
90001-E	BUILDING CUSTODIAL	\$7,150.00	\$7,500.00	\$6,600.00	\$7,500.00	\$900.00	\$7,500.00
90004-E	BLDG IMPROVMENTS - MAIN STREET	\$92,817.76	\$48,000.00	\$0.00	\$0.00	\$0.00	\$0.00
90007-E	BLDG MAINT/IMPROVEMENTS	\$56,777.31	\$139,900.00	\$96,965.15	\$285,000.00	\$188,034.85	\$285,000.00
90008-E	BUILDING UTILITIES/ELECT & WTR	\$108,794.36	\$110,000.00	\$87,827.83	\$110,000.00	\$22,172.17	\$110,000.00

<u>REVENUES - GENERAL OPERATIONS</u>		<u>2015/2016 Actual</u>	<u>2015/2016 Budget</u>	<u>2016/2017 YTD 8.15.17</u>	<u>2016/2017 Budget</u>	<u>16/17 Budget Remaining</u>	<u>2017/2018 Budget</u>	
90009-E	BUILDING UTILITIES/GAS	\$20,084.79	\$26,000.00	\$23,001.25	\$21,000.00	-\$2,001.25	\$23,000.00	
90011-E	LEGAL/PROFESSIONAL	\$0.00	\$600.00	\$1,120.00	\$600.00	-\$520.00	\$600.00	
90012-E	PARK IMPROVEMENTS	\$0.00	\$3,000.00	\$133.80	\$5,000.00	\$4,866.20	\$5,000.00	
90013-E	PARK LANDSCAPE/MAINTENANCE	\$42,415.00	\$45,000.00	\$31,364.58	\$50,000.00	\$18,635.42	\$50,000.00	
90014-E	PARK UTILITIES	\$4,643.75	\$6,500.00	\$4,181.71	\$4,000.00	-\$181.71	\$4,000.00	
	Total Expense Project - Research Park	<u>\$332,682.97</u>	<u>\$386,500.00</u>	<u>\$251,194.32</u>	<u>\$483,100.00</u>	<u>\$231,905.68</u>	<u>\$485,100.00</u>	
	Net Income Project - Research Park	<u>\$138,746.79</u>	<u>\$46,700.00</u>	<u>\$139,121.67</u>	<u>-\$14,900.00</u>	<u>-\$154,021.67</u>	<u>-\$16,900.00</u>	
<u>REVENUES 2% FOOD & BEVERAGE TAX</u>								
48020-E	FOOD/BEVERAGE TAX	\$312,223.67	\$257,000.00	\$356,924.15	\$290,000.00	-\$66,924.15		
	Total Revenue 2% Food & Bev. Tax	<u>\$312,223.67</u>	<u>\$257,000.00</u>	<u>\$356,924.15</u>	<u>\$290,000.00</u>	<u>-\$66,924.15</u>	<u>\$290,000.00</u>	
<u>EXPENSES 2% FOOD & BEVERAGE TAX</u>								
90072-E	DUES/MEMBERSHIPS	\$0.00	\$500.00	\$0.00	\$500.00	\$500.00	\$500.00	
90073-E	INDUSTRY RELATIONS	\$235,275.54	\$154,500.00	\$111,400.00	\$121,000.00	\$9,600.00	\$121,000.00	
90079-E	TRAVEL/CONFERENCES	\$0.00	\$1,500.00	\$0.00	\$1,500.00	\$1,500.00	\$1,500.00	
	Total Expenses 2% Food & Bev. Tax	<u>\$235,275.54</u>	<u>\$156,500.00</u>	<u>\$111,400.00</u>	<u>\$123,000.00</u>	<u>\$11,600.00</u>	<u>\$123,000.00</u>	
	Net Income	<u>\$76,948.13</u>	<u>\$100,500.00</u>	<u>\$245,524.15</u>	<u>\$167,000.00</u>	<u>-\$78,524.15</u>	<u>\$167,000.00</u>	
<u>PROJECT REVENUES & GRANTS</u>								
	Total Revenue Grants/Contrib.	\$0.00	\$0.00	\$0.00	<u>\$0.00</u>	\$0.00	\$0.00	
<u>PROJECT DISBURSEMENTS</u>								
	Total Expenses Grants/Contrib.	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
	Net Income	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
<u>CORNERSTONE PROJECT REVENUE</u>								
	Total Project Revenues	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$169,560.00</u>	Sale of land

<u>REVENUES - GENERAL OPERATIONS</u>		<u>2015/2016</u>		<u>2016/2017 YTD</u>	<u>2016/2017</u>	<u>16/17 Budget</u>	<u>2017/2018</u>	
		<u>Actual</u>	<u>2015/2016 Budget</u>	<u>8.15.17</u>	<u>Budget</u>	<u>Remaining</u>	<u>Budget</u>	
<u>CORNERSTONE PROJECT EXPENSES</u>								
90111-E	CORNERSTONE MAINT/IMPROVEMENTS	<u>\$12,675.26</u>	<u>\$9,000.00</u>	<u>\$3,230.36</u>	<u>\$12,500.00</u>	<u>\$9,269.64</u>	<u>\$12,500.00</u>	
	Total Project Expenses	<u>\$12,675.26</u>	<u>\$9,000.00</u>	<u>\$3,230.36</u>	<u>\$12,500.00</u>	<u>\$9,269.64</u>	<u>\$12,500.00</u>	
	Net Income Cornerstone Project Expenses	<u>-\$12,675.26</u>	<u>-\$9,000.00</u>	<u>-\$3,230.36</u>	<u>-\$12,500.00</u>	<u>-\$9,269.64</u>	<u>\$157,060.00</u>	
<u>INDUSTRIAL PARK #2 REVENUE</u>								
	Total Revenue Industrial Park #2	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$104,361.09</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
<u>INDUSTRIAL PARK #2 - EXPENSES</u>								
90300-E	Industrial Park #2							
	Total Expenses Industrial Park #2	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$104,361.09</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
	Net Income Industiral Park #2	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	
	Total Budgeted Revenue						<u>\$1,080,076.06</u>	
	Total Budgeted Expense						<u>\$819,809.85</u>	
	OVERALL NET INCOME	<u>\$58,183.06</u>		<u>\$244,401.63</u>			<u>\$260,266.21</u>	



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: October 3, 2017

PAGE: 1 of 1

SUBJECT: Consideration of re-appointing Jerry Toney to the Golden Triangle LINK board for a second three year term.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: Mr. Toney has served on the LINK board for one term and is up for re-appointment. He is the city's representative. Michelle Amos represents GSDP, Steve Langston represents OCEDA and Joseph Landfair represents Oktibbeha County.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 323-2525

SUGGESTED MOTION:

Move approval of the re-appointment of Jerry Toney as the City of Starkville LINK board representative.

STARKVILLE, MISSISSIPPI

ORDINANCE NO. _____

AN ORDINANCE GRANTING A NONEXCLUVISE FRANCHISE RENEWAL TO BCI MISSISSIPPI BROADBAND, LLC d/b/a MAXXSOUTH BROADBAND, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN STARKVILLE, MISSISSIPPI; AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; AND PROVIDING FOR REGULATION AND USE OF THE CABLE SYSTEM.

BE IT ORDAINED, by the Mayor and Board of Aldermen of Starkville, Mississippi:

Section 1. Definitions. For the purpose of this Ordinance, the following words and phrases shall have the meanings set forth in this section.

- (a) “Board of Aldermen” means the governing body of the City.
- (b) “Cable Act” means Title VI of the Communications Act of 1934, as amended, 47 U.S.C. Sections 521 *et seq.*
- (c) “Cable Service” means the one-way transmission to Subscribers of video programming, or other programming service; and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. For the purposes of this definition, ‘video programming’ is programming provided by, or generally considered comparable to programming provided by, a television broadcast station; and, ‘other programming service’ is information that a cable operator makes available to all subscribers generally.
- (d) “Cable System” means Company’s facility located within the City, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and other programming service and which is provided to multiple Subscribers within a community.
- (e) “City” means Starkville, Mississippi.
- (f) “Company” means MaxxSouth Broadband and its permitted successors or assigns.
- (g) “Effective Date” means the date of adoption of this Ordinance by the Board of Aldermen.

- (h) “Facilities” means any reception, processing, distribution or transmission component of the Cable System, including cables, conduits, converters, splice boxes, cabinets, manholes, vaults, poles, equipment, drains, surface location markers, appurtenances, fiber, and related facilities maintained by Company.
- (i) “FCC” means the Federal Communications Commission.
- (j) “Franchise” means the rights granted to Company under this Ordinance to construct and operate the Cable System and to provide Cable Services and other services as permitted under applicable law.
- (k) “Gross Revenues” means all revenue collected by Company derived from the operation of the Cable System to provide Cable Services in the City. “Gross Revenues” include, but are not limited to, “fee on fee” revenue, advertising revenue, home shopping commissions, cable service revenue, equipment revenue and all related revenue sources.
- (l) “Person” is any person, firm, partnership, association, corporation, company, or other legal entity.
- (m) “Street” means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or later existing within the City.
- (n) “Subscriber” means any Person who lawfully receives Cable Service.
- (o) “Term” means the term of this Franchise as set forth in Section 3.

Section 2. Grant of authority.

- (a) Grant of Nonexclusive Authority. The City grants to Company the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and the City may grant franchises to other Persons. Company may use the Cable System to deliver non-Cable Services as permitted by applicable law.
- (b) State Franchise. If the State of Mississippi adopts a state-issued cable franchise, Company may replace this Franchise with a state franchise as provided under the authorizing statute.

- (c) Rules of Company. Company may promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Company to exercise its rights and perform its obligation under this Ordinance.

Section 3. Franchise Term. The Franchise granted under this Agreement shall be for a term of Ten (10) years from the Agreement Date, unless otherwise lawfully terminated (the “Term”).

Section 4. Conditions of street occupancy.

- (a) Location of Facilities. Company shall locate all Facilities so as to minimize interference with the use of the Streets and with the rights and reasonable convenience of adjacent property owners.
- (b) Construction Codes and Permits. When Company wishes to construct a portion of its Telecommunications System it shall provide City, through its Director of Community Development, with written notice thereof along with drawings of the proposed locations of its Facilities (“Construction Notice”). The City shall have ten (10) business days from its receipt of the Construction Notice to notify Company of any issues, else the Construction Notice shall be deemed approved and Company may thereafter begin construction. If the City notifies Company of any issues with the Construction Notice within the ten (10) business day period, the Parties shall promptly meet (no more than ten (10) business days later) to discuss the requested adjustments to Company’s construction plans. Thereafter, Company will deliver to the City a revised Construction Notice reflecting the agreed upon changes to its construction plans and from that point Company shall be permitted to move forward with its construction. The City reserves the right, in its sole authority, to approve or deny the Construction Notice, with such approval not being unreasonably withheld. Notwithstanding the foregoing, should the City disapprove a Construction Notice, and should such disapproval proximately cause the Company to fail to comply with its Franchise or other obligations under this Ordinance, such failure shall not be grounds for the termination of this Ordinance. The foregoing shall constitute the permitting/approval process for Company’s Facilities notwithstanding any other City ordinances. The City shall not charge Company any permitting fees of any kind during the Term except for pole attachment which is covered by separate agreement.
- (c) Repair of Streets and Property. Company, at its sole expense, shall promptly restore any Street or public or private property damaged by Company during the construction, repair, maintenance or reconstruction of the Cable System.

- (d) Public Projects. After reasonable prior notice, Company, at its sole expense, shall relocate its Facilities as required by the City due to traffic conditions, public safety, street construction, or other public improvements by the City. In requiring Company to protect, support, temporarily disconnect, relocate or remove any portion of its property, the City shall treat Company the same as, and require no more of Company, than any other similarly situated utility. Company shall have the right to seek reimbursement from the City, under any applicable insurance or government program for reimbursement. Notwithstanding the foregoing, the City shall not have any duty or obligation to reimburse Company.
- (e) Building Movement. Upon request of any Person holding a moving permit issued by the City and after reasonable prior notice, Company shall temporarily move its Facilities to permit the moving of buildings. Company may require the requesting Person to pay all costs related to the temporary relocation of Facilities, and may require payment in advance.
- (f) Tree Trimming. Company may trim any trees in or overhanging the Streets, alleys, sidewalks, or public easements of the City as reasonably necessary to protect Company's Facilities.

Section 5. Cable System operations and safety.

- (a) Technical Standards. Company shall operate the Cable System in compliance with all applicable technical standards promulgated by the FCC.
- (b) Safety Requirements. Company shall employ ordinary care and shall maintain in use commonly accepted methods and devices to reduce failures and accidents. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.
- (c) System Maps. Upon request by the City, Company shall make available to the City for review at Company's office up-to-date as-built maps showing locations of all Facilities in the Streets.
- (d) System Maintenance. When feasible, Company shall schedule Cable System maintenance to minimize service interruptions.
- (e) Waiver of Liability. It is expressly agreed and understood that neither the City, nor its officers, agents or employees, shall be liable for any damage or injury caused or incurred by Company in its operation under this Franchise Agreement, except for acts of negligence or gross negligence by the City as determined by a court of competent jurisdiction.

Section 6. System Construction and Description.

- (a) Conditions on Commencement of Upgrading. City will allow Company access to poles owned by City for a fee pursuant to a separate Pole Attachment Agreement to be entered into by Company and City for the purpose of attaching its Facilities, provided, in the sole discretion of City, that there is room for such pole attachments, and Company pays for the costs of installation, removal, and maintenance of its Facilities on such City owned poles.
- (b) Service Obligations and Cable System Extension. The Company shall extend its Cable System to serve any area within the franchised area once (i) such area shall have a density of forty-five (45) dwelling units per cable mile and (ii) such dwelling units are situated along public easements to which Company can gain access. The Parties agree and understand that such build-out and service requirements are reasonable and appropriate, based on the specific service requirements of the franchised area. Should the City subsequently approve any franchise relationship that provides for build-out and service requirements that are less burdensome than those applicable herein, Company may seek relief from those requirements subject to City approval, which will not be unreasonably withheld.

Section 7. Service to Public Buildings. Company shall provide upon request and free of charge one service drop and basic and expanded Cable Service to all of the public schools (K-12) in the City, along with the City's police stations, fire stations, City Hall, and libraries.

Section 8. Customer Service and Rates.

- (a) Subscriber Inquiries. Company shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests during normal business hours. Company shall investigate and promptly resolve customer complaints regarding quality of service or service outages. In so doing, Company agrees to comply with the FCC's consumer protection and customer service standards contained in the Cable Act, which are adopted and incorporated by reference as if fully set forth herein.
- (b) Changes to Rates or Cable Services. Company shall provide Subscribers and the City with notice of changes to Cable Services or rates in accordance with FCC rules and regulations.

Section 9. Franchise Fee. Beginning in the first full month after the Effective Date, Company shall pay to the City an annual Franchise Fee in an amount equal to 5% of all Gross Revenues derived from the provision of services within the City. If Company offers

voice, video, and data services for a bulk fee, City shall receive a 5% franchise fee on the amount of the bulk fee attributable to video services. Franchise Fee payments to the City shall be computed at the end of each calendar quarter and shall be due and payable within sixty (60) days after the end of each calendar quarter. Following reasonable prior notice, the City may inspect Company's books, records, and reports to verify franchise fee calculations and payments.

Section 10. Insurance and Indemnification.

- (a) Insurance. Company shall maintain a comprehensive general liability insurance policy with at least the following minimum coverage limits:

- (i) \$1,000,000.00 for personal injury or death;
- (ii) \$1,000,000.00 for property damage;
- (iii) \$1,000,000.00 automobile insurance/combined bodily injury and property damage; and
- (iv) \$1,000,000.00 completed operations.

Each policy of insurance shall contain a statement that the insurer will not cancel the policy or fail to renew the policy for any reason not in accordance with the terms of the policy. In addition, in the event that the insurer does not provide such notice directly to the City, Company agrees to provide the City with as much advance written notice as is reasonably practicable in the event that any such insurer provides Company with notice that it intends to cancel the policy or fail to renew the policy for any reason.

Indemnification. During the Term, Company shall defend, indemnify, and hold harmless the City, its officers, agents and employees ("Indemnitees") from and against any claims, liabilities, damages, losses, and expenses (including, without limitation, reasonable attorney fees) ("Losses"), which may arise out of Company's construction, installation, operation, maintenance or use of the Cable System, unless such Losses arise from the negligence or intentional misconduct of the City, its officers, agents or employees.

Section 11. Transfer of Franchise. Company shall not transfer or assign its rights granted under this Ordinance without prior written approval from the City. Prior notice shall not be required for the following: (i) the assignment of, or the granting of a security interest in, the Franchise or the Cable System for the purpose of securing indebtedness; or (ii) the assignment or transfer of the Franchise or the Cable System to an affiliate under common ownership or control with Company.

Section 12. Franchise Extension. The City and Company may extend the Term by mutual agreement in writing.

Section 13. Franchise Termination. The City may terminate the Franchise granted under this Ordinance in case of material noncompliance by Company. Material noncompliance shall include, but is not limited to:

- (a) A material violation by Company of any term, condition, or provision of this Ordinance that remains uncured within the applicable cure period;
- (b) Failure of Company to comply with any provision of any applicable Ordinance;
- (c) Company becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt, or there is a notice of prospective foreclosure or other judicial sale of all or a substantial part of the Cable System;
- (d) Company abandons the Cable System;
- (e) Company fails to operate the Cable System for a period of 30 days; or
- (f) Company is found to practice any fraud upon the City.

Section 14. Termination Procedures. If the City seeks to terminate the Franchise under Section 13, the City shall follow the procedures in this Section.

- (a) Notice of Complaint. The City shall provide Company with notice describing with reasonable specificity the alleged noncompliance.
- (b) Opportunity to Cure. Company shall have 60 days from receipt of notice to cure the alleged noncompliance. If Company cures the alleged noncompliance within the 60-day period to the reasonable satisfaction of the City, the City shall provide Company with notice withdrawing the complaint. If the alleged non-compliance is such that it cannot be cured within the period provided herein, the Company shall within 30-days of the notice to cure provide the City with a plan to cure, and begin work to cure the non-compliance. The City will then have ten (10) days to approve or disapprove the plan, in its sole discretion, with such approval not being unreasonably withheld.
- (c) Termination. If the Company does satisfy Paragraph 14(b), the City may terminate the Franchise.
- (d) Termination shall be by official act by the Board of Aldermen at a public meeting pursuant to any applicable local, state, and federal law, and Company shall have a reasonable opportunity to address the issue of non-compliance on the record and in public.

- (e) Removal of Facilities. Upon expiration or termination of the Franchise, Company shall be afforded a six-month period to sell or otherwise dispose of the Cable System. During the six-month period, Company shall operate the Cable System in accordance with this Ordinance. At the expiration of the six-month period, Company has the right to remove its Facilities within a commercially reasonable time at its sole costs and expense.

Section 15. Unauthorized Reception of Cable Service; Tampering With Facilities.

- (a) It shall be unlawful for any Person without Company's consent to willfully tamper with, remove or injure any of Company's Facilities.
- (b) It shall be unlawful for any Person to make or use any unauthorized connection to any part of Company's Cable System.
- (c) Any Person that violates this subsection regarding theft of service shall be guilty of a misdemeanor and punished by a fine not to exceed \$500.00 for each occurrence or imprisonment for a term not to exceed 90 days or both, such fine and imprisonment as may be imposed by a court of competent jurisdiction.

Section 16. Notices. Notices under this Ordinance shall be in writing and shall be deemed given upon delivery by hand delivery, certified mail return receipt requested, or overnight courier to the following addresses:

To City:

Starkville City Clerk
110 West Main Street
Starkville, MS 39759

To Company:

MaxxSouth Broadband
105 Allison Cove
Oxford, MS 38655
Attn: General Manager

With copy to:

MaxxSouth Broadband
2700 Oregon Road
Northwood OH 43619
Attn: Vice President, Business & Legal Affairs

A party may designate other addresses for providing notice by providing notice in writing of such addresses.

Section 17. Public, Educational and Governmental Channels (PEG). Company shall provide sufficient capacity, connectivity and funding to support local PEG programming. City shall have the ability, should it so desire, to obtain at least two such channels regardless of historical use.

Section 18. Miscellaneous.

- (a) Severability. If any provision of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance. The invalidity of any portions of this Ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required by Company under the remaining provisions of this Ordinance.
- (b) Complete Agreement. All franchise agreements, or parts of franchise agreements, between the parties in conflict with this Ordinance are repealed as of the effective date of this Ordinance.
- (c) Force Majeure. Company shall not be held in default under, or in noncompliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default, upon the occurrence of a Force Majeure event. These Force Majeure events include, but are not limited to, hurricanes and tornados or other abnormal weather conditions, including preparations therefor, causing or threatening to cause widespread and severe damage to property, particularly utility plant property, acts of God and labor strikes or work stoppages. This provision includes work delays caused by waiting for utility providers to service or monitor utility poles to which the Company's Cable System is attached. Furthermore, the parties hereby agree that it is not the City's intention to subject the Company to penalties, fines, forfeitures or revocation of the Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers.
- (d) EAS. Company shall provide EAS notice in compliance with all federal and state requirements.
- (e) Entire Agreement. This Agreement constitutes the entire agreement between the Company and the City except for the Pole Attachment Agreement referenced herein. Amendments to this Agreement shall be mutually agreed to in writing by the parties, unless otherwise expressly provided herein.
- (f) Governing Law & Venue. This Agreement and the rights of the parties under it will be governed by and construed in all respects in accordance

with the laws of the State of Mississippi without regard to principles of conflicts of law. The Oktibbeha County Circuit Court or the United States District Court for the Northern District of Mississippi, Aberdeen Division, shall be the venue of any dispute related to this Agreement, depending upon the nature of the claim and specific parties involved.

Section 19. Effectiveness and Acceptance. This Ordinance shall become effective upon adoption by the City and acceptance by Company. Company shall notify City of Company's acceptance of this Ordinance within 30 days of receipt of notice of adoption by City. The City may revoke this Ordinance if Company fails to provide timely notice of acceptance by providing notice to Company within 30 days after such failure.

Passed and adopted this _____ day of _____, 2017.

ATTEST:

STARKVILLE, MISSISSIPPI

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 10/3/2017
PAGE: 1 of 17

SUBJECT: Consideration of a License Agreement between the City of Starkville ("Licensor") and BCI Mississippi Broadband, LLC D/B/A MaxxSouth Broadband, a Mississippi Limited liability company ("Licensee") whereby the licensee intends to expand its fiber optic network by developing, constructing, installing, and operating one or more fiber optic routes in the City of Starkville, Mississippi and Oktibbeha County, Mississippi area; and Licensee desires to use certain of Licensor's Structures in furtherance of same.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor

**DIRECTOR'S
AUTHORIZATION:** Mayor D. Lynn Spruill

FOR MORE INFORMATION: Chris Latimer or Terry Kemp

SUGGESTED MOTION: Motion to enter into a license agreement between the City of Starkville and BCI Mississippi Broadband, LLC D/B/A MaxxSouth Broadband, a Mississippi Limited liability company concerning the use of certain structures owned by the City of Starkville.

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into the day of June 6, 2017 (the “Effective Date”), by and between the **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi (hereinafter called “Licensor”), and **BCI MISSISSIPPI BROADBAND, LLC d/b/a MAXXSOUTH BROADBAND**, a Mississippi limited liability company (“Licensee”). Licensor and Licensee are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

WITNESSETH:

WHEREAS, Licensor owns, operates and maintains Structures (as hereinafter defined) in the City of Starkville, Mississippi, and Oktibbeha County, Mississippi; and

WHEREAS, Licensee intends to operate and expand its fiber optic network by developing, constructing, installing, and operating one or more fiber optic routes in the City of Starkville, Mississippi and Oktibbeha County, Mississippi area; and Licensee desires to use certain of Licensor’s Structures in furtherance of same; and

WHEREAS, Licensee desires to place certain lines, attachments, and/or apparatus (“Licensee Equipment”) on certain Structures of Licensor, for the limited purpose of the transmission of signals in compliance with any and all local, state, and federal regulations, provided that such transmission of signals does not interfere or compete with the corporate purposes of Licensor or interfere with the furnishing of electrical service to consumers of Licensor, and where, in Licensor’s judgment, safety will not be adversely affected; and

WHEREAS, Licensor is willing to permit Licensee to use its Structures in consideration of the covenants and agreements set forth in this Agreement and upon and subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and terms and conditions herein contained, the Parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

1. DEFINITIONS

“Actual Costs” means the actual amount spent by a Party in performing certain obligations under this Agreement including, but not limited to, Licensor’s Actual Costs of making its Joint Use Poles ready for Licensee’s Attachments.

“Agreement” means this Agreement and all extensions, amendments and modifications hereof, together with all attachments, appendices and schedules.

“Attachment” is any piece of Licensee’s Equipment installed on Licensor’s Structures.

“Joint Use Pole” means a pole conforming to the latest specifications of the American National Standards Institute (“ANSI”) upon which space is provided under this Agreement for the attachments of Licensor and Licensee on the same pole at the same time.

“NEC” means National Electrical Code, as amended.

“NESC” means National Electrical Safety Code, as amended.

“Plans” means the design and construction plans for the Attachments to be installed along the Route.

“Pole contact” is defined as any Attachment of Licensee’s on the poles of Licensor.

“Route” means the specific route(s) upon which Licensee’s Attachments will be located, and as further depicted in the Plans.

“Structures” means wood, concrete or metal poles or any combination thereof and steel lattice transmission towers and any other related facilities owned and/or controlled by Licensor, including but not limited to Joint Use Poles as defined herein.

“Usable Space” means the space on a utility pole above the minimum grade level which can be used for the attachment of wires, cables, and associated equipment, and which includes space occupied by Licensor.

“Unusable Space” means the space on a utility pole below the Usable Space including the amount required to set the depth of the pole.

2. SPECIFICATIONS

(a) Licensor hereby grants to Licensee a royalty-free, non-exclusive license to install, construct, monitor, repair, maintain, and operate Attachments on the Structures located along the Route, as further described herein. Licensor shall have the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any of the Structures covered by this Agreement, and Licensor shall have the right to continue and extend any such rights or privileges heretofore granted.

(b) The Structures covered by this Agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the NEC, NESC, the Occupational Safety and Health Act (“OSHA”), the Tennessee Valley Authority (“TVA”) (to the extent TVA has legal authority to impose such

requirements of Licensee), any governing authority having jurisdiction, and the rules and practices of Licensors as set forth in Exhibit "A".

(c) Provided any such change is in compliance with applicable law, Licensors may amend Exhibit A by providing ninety (90) days written notice to Licensee of any such changes.

(d) No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any Structure of Licensors, except such tag or insignia which shows Licensee to be the Licensee or lessee of such Structure and not the owner thereof, and then only after obtaining the written consent of Licensors.

(e) The strength of Structures covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the NESC assumed for the area in which they are located.

(f) Any unbalanced loading of Licensors's Structures caused by the placement of Licensee's Attachments shall be properly guyed and anchored by Licensee, at no expense to Licensors.

(g) Notwithstanding the foregoing, any changes in Attachment Specifications shall only apply prospectively to new Attachments and shall not apply to existing Attachments to the extent such Attachments were made consistent with the specifications in effect at the time of installation, unless otherwise required by law; provided, however, that if Licensee's current or future Attachment causes any bowing of a pole, Licensee must correct the Attachment within thirty (30) days of notification or pay Licensors its cost to replace the structure to address the bowing. Further, Licensee shall not be allowed to attach to Licensors's anchor without the written permission of Licensors.

3. ESTABLISHING JOINT USE OF POLES

(a) Before the Licensee shall make use of any of the Licensors's Structures under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "B" *APPLICATION AND PERMIT FOR USE OF STRUCTURES* (the "Application"), and shall comply with the procedures set forth in this section.

(b) Within thirty (30) days after the receipt of such application, Licensors shall notify Licensee in writing whether the Application is approved or rejected. If rejected the Licensors shall specify the reasons therefor and include all relevant information supporting its denial, and shall explain how such evidence and information relate to the denial of access for reasons of lack of capacity, safety, reliability, or engineering standards as specified by the rules of the Federal Communications Commission ("FCC").

(c) After the receipt of notice from Licensors regarding the approved Application,

Licensee shall furnish Licensor detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the Structures of Licensor to be used jointly, the number and character of the Attachments to be placed on such Structures, any rearrangement of Licensor's fixtures and equipment necessary for joint use, any relocations or replacements of existing Structures, and any additional Structures which may be required. Licensor shall, on the basis of such detailed construction plans and drawings, submit to Licensee within thirty (30) days of receipt a cost estimate (based on Licensor's method of computing its Actual Costs) for all changes which may be required in each such pole line. Upon written notice by Licensee to Licensor of approval of the cost estimate and payment of said cost estimate to Licensor, Licensor shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Upon completion of the necessary changes, Licensor will reimburse Licensee for any amounts in excess of the Actual Costs or provide a detailed invoice to Licensee for any additional amounts owed by Licensee in excess of the cost estimate which was previously paid by Licensee. Upon completion of all necessary changes, Licensee shall have the right to use the Structures jointly and to make Attachments in accordance with the terms of the Application and of this Agreement. Licensee shall, at its own expense, make Attachments in such manner as not to interfere with the service of Licensor, and shall place guys and anchors to substation any unbalanced loads caused by its Attachments.

(d) Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the Actual Cost of making such changes. The obligations of Licensee shall not be limited to amounts shown on estimates made by Licensor. Costs include, but are not limited to, materials, labor, engineering, supervision, overheads, and tree trimming. Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading. An itemized statement of the Actual Cost of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon.

(e) All Structures jointly used under this Agreement shall remain the property of Licensor, and any payments made by Licensee for changes in Structures under this Agreement shall not entitle Licensee to ownership of any of said Structures. Licensee shall acquire no right, title or interest in or to the Structures.

(f) Licensee will retain ownership of its Attachments to be installed along the Route, and Licensor shall acquire no right, title or interest in or to the Attachments.

(g) Licensor will provide nondiscriminatory access to any of Licensor's Structures. Notwithstanding the foregoing obligation, Licensor may deny Licensee access to Licensor's Structures on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes as permitted by the rules of the FCC.

4. EASEMENTS AND RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

(a) Each Party shall at all times comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties under this Agreement.

(b) Licensors do not warrant or assure to Licensee any right-of-way privilege or easements; and if Licensee shall at any time be prevented from placing or maintaining its Attachments on Licensors' Structures for those reasons, no liability shall attach to Licensors. Each Party shall be responsible for obtaining its own easements and right-of way.

5. MAINTENANCE OF STRUCTURES, ATTACHMENTS AND RIGHT-OF-WAY

(a) Licensors shall, at its own expense, inspect and maintain the Structures in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce, or repair such Structures as are determined to be defective.

(b) Whenever right-of-way considerations or public regulations make relocation of a Structure necessary, such relocation shall be made by Licensors at its own expense, except each Party shall bear the cost of transferring its own attachments.

(c) Whenever it is necessary to replace or relocate a Structure, Licensors shall give written notice of such relocation to a specified Licensee contact pertaining to the Structure modified or changed. Licensee will have sixty (60) days from receipt of the written notice to make appropriate changes or transfer Attachments to the Structure. If transfers are not made within sixty (60) days of receipt of the notice, then a charge of fifty dollars (\$50.00) per day will be assessed to Licensee until the necessary transfers are made, unless Licensee's delay is caused by another attacher or is otherwise beyond its control as notified in writing by Licensee to Licensors and agreed to in writing by Licensors. Licensors will not be liable for any damages incurred during the period taken for Licensee to make appropriate transfers.

(d) Except as otherwise provided in (c) of this Section, each Party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the Parties as may be mutually agreed upon and only with written authorization from Licensors.

(e) Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensors disclaims any warranty or representation regarding the condition and safety of the poles of Licensors. Licensors agrees that, upon written notification from Licensee, it will replace any pole that has become unserviceable, which will be determined at the sole discretion of Licensors.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES

(a) Should Licensor need, for its own service requirements or for changes it is required to make as a result of any governmental mandate, the space occupied by Licensee's Attachments on any of Licensor's Structures, then Licensor will notify Licensee in writing at least sixty (60) days in advance of the proposed removal date. Licensee shall remove its Attachments at its expense prior to the proposed removal date. Licensee shall be entitled to reimbursement of its Actual Costs of removal paid to Licensor by any governmental entity. To the extent sufficient space can be established for Licensee's attachments through make-ready, including pole replacement, Licensee may opt to pay for such make-ready or pole replacement.

(b) In any case where facilities of Licensor or third parties are required to be rearranged on the Structures to accommodate the Attachments of Licensee, Licensee shall reimburse Licensor and any third party for their Actual Costs incurred to rearrange their facilities.

(c) Whenever it is necessary to replace or change the location of a Joint Use Pole, over which Licensee has no control, Licensor shall, before making such change, give at least thirty (30) day prior written notice to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its Attachments. Licensee shall thereafter be permitted to place its Attachments on the relocated or replaced Joint Use Pole.

(d) In the event of any changes contemplated under Sections 6(a), (b), or (c), Licensee shall pay the entire Actual Cost of any removal, transfer or installation of its Attachments.

(e) Licensee may at any time remove its Attachments from any Structure(s) of Licensor, but shall immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removals.

7. INDEMNIFICATION AND INSURANCE

(a) Licensee shall indemnify, protect, and save harmless and insure Licensor from and against any and all claims and demands for damages, of any type, to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement, removal or attachment of Licensee's Attachments to Licensor's Structures or by the proximity of Licensee's Attachments to the facilities of Licensor, or any act of Licensee, its agents and/or employees on, or in the vicinity of, Licensor's Structures except to the extent caused by Licensor's negligent or willful misconduct. This duty to indemnify shall survive the termination of this Agreement.

(b) Licensee shall cause to be issued and maintained during the Term of this Agreement insurance coverage of the types and in the amounts set forth below, as applicable:

Type of Insurance Limit

General Liability (including General Aggregate contractual liability) written Prod./Comp. Op. Agg. on an occurrence basis Personal & Adv. Injury	\$2,000,000/Aggregate \$1,000,000/Occurrence
Automobile Liability, including Combined Single Limit any auto, hired auto and non-owned autos	\$2,000,000/Aggregate \$1,000,000/Occurrence
Excess Liability, Umbrella Form	\$2,000,000/Aggregate/Occurrence
Workers' Compensation Each Accident	\$500,000

8. ABANDONMENT OF JOINT USE POLES

If Licenser desires at any time to abandon any Joint Use Pole, it shall give Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon said Structure. Licensee will remove its Attachments prior to the date of abandonment. If, at the expiration of said period, Licenser shall have no attachments on such Structure but Licensee shall not have removed all of its Attachments, such Structure shall become the property of Licensee, and Licensee shall hold harmless Licenser from every obligation, liability, or cost, and from all damages, expenses or charges incurred thereafter, arising out of, or because of, the presence of or the condition of such Structure or any Attachments; and shall pay to Licenser a sum equal to the present value in place of such abandoned Structure(s), or such other equitable sum as may then be agreed upon between the Parties, and Licenser shall provide Licensee with a properly authorized bill of sale for such Structure(s).

9. RENTALS, CHARGES AND RATES

(a) In consideration of the license described in Section 2 above and the other covenants, terms and conditions contained in this Agreement, Licensee agrees to pay an annual fee to Licenser for each Structure utilized by Licensee along the Route as described in Section 19 herein. On or about December 31 of each year, the Parties, acting in cooperation, shall tabulate the total number of Structures to which Attachments of Licenser are attached as of the preceding day. This tabulation shall indicate the number of Structures on which rentals are to be paid. The rentals shall be computed on the basis of Fourteen Dollars (\$14.00) in 2018 for each Structure, Twenty-One Dollars (\$21.00) in 2019 for each Structure, and Twenty-Seven Dollars (\$27.00) in 2020 for each Structure, and will increase at a rate of Three Percent (3%) each year thereafter.

(b) The yearly rental period covered by this Agreement shall be the twelve month period between January 1 and December 31. Licenser shall invoice Licensee for rent on an annual basis on or about February 1 of each year during the Term. Rent is due and payable within thirty (30) days of receipt of invoice. The annual rental fee per Structure shall apply to any Attachments made or removed during the year. The annual rental fee for the first year of the Term of this Agreement shall be prorated based on day Licensee's construction plans are approved by

Licensors.

(c) In the event that Licensee requires a source of electrical energy for power supply to a cable system or otherwise which constitutes a part of the licensed Attachments and apparatus, such energy will be supplied by Licensors in accordance with the provisions of its standard service extension policies and approved rates and tariffs.

(d) All other amounts payable under this Agreement, such as for erection, rearrangement, relocation or abandonment, shall be due to payable within thirty (30) days of receipt of an invoice from Licensors by Licensee.

(e) No refund of any Attachment rental fee will be paid on account of any voluntary termination or surrender of an Attachment by Licensee. If Licensors terminates an Attachment for any reason other than Licensee's uncured default, then Licensors shall refund to Licensee a pro-rata portion of the annual rental fee paid as of the date of termination of the Attachment.

10. DEFAULTS

(a) If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after receipt of written notice from Licensors to correct such noncompliance or default caused by Licensee, Licensors may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the Structures to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.

(b) If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, Licensors may elect to do such work, and Licensee shall reimburse Licensors for its Actual Costs.

(c) If Licensors shall fail to comply with any provisions of this Agreement and shall fail to correct such noncompliance within thirty (30) days of receipt of written notice from Licensee, then Licensee may (i) terminate this Agreement and receive a refund of all prepaid rental fees paid, and/or (ii) pursue any and all remedies it may have at law or in equity.

(d) If either Party defaults in any of its obligations under this Agreement and it becomes necessary for the other Party to obtain the services of an attorney, who is not a salaried employee of said Party, to enforce such obligations, then the defaulting Party agrees to pay any and all reasonable attorney fees, court costs and other costs of litigation associated with the enforcement of such obligations to the extent that the Party seeking enforcement prevails.

11. UNAUTHORIZED ATTACHMENT

(a) If any of Licensee's Attachments for which no license has been issued shall be found attached to Licensor's Structures, Licensor may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within thirty (30) days after the date of receipt of written or oral notification from Licensor of the unauthorized Attachment, a pole attachment license application. If such application is not received by Licensor within the specified time period, Licensee shall immediately remove its unauthorized Attachment, or Licensor may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.

(b) No act or failure to act by Licensor with regard to said unauthorized Attachment shall be deemed as ratification or the licensing of the unauthorized Attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations, and responsibilities of this Agreement from its inception in regard to said unauthorized Attachment.

12. RIGHTS OF OTHER PARTIES

Nothing herein shall be construed to limit the right of Licensor, by contract or otherwise, to confer upon others, not parties to this Agreement, rights or privileges to use the Structures covered by this Agreement; provided that no third party subsequent to Licensee shall have any right to the space occupied by Licensee.

13. TERM OF AGREEMENT

This Agreement shall continue in force and effect for an initial term of ten (10) years from and after the Effective Date of this Agreement (the "Initial Term"). At the end of the Initial Term this Agreement shall automatically renew on a year to year basis (each a "Renewal Term") unless terminated by either Party by giving written notice of its intention to do so not less than thirty (30) days prior to the end of the Initial Term or any Renewal Term. The Initial Term and any Renewal Term(s) are sometimes collectively referred to as the "Term." Upon termination of this Agreement, Licensee shall remove its Attachments from the Structures of Licensor within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, Licensor may elect to do such work and Licensee shall pay Licensor the Actual Cost. Notwithstanding the foregoing, if Licensee fails to submit an application to install its Attachments on Licensor's Structures within one hundred and eighty (180) days of the Effective Date, then this Agreement shall automatically terminate.

14. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but such conditions and terms shall be and remain at all times in full force

and effect.

15. SUPPLEMENTAL AGREEMENTS

(a) This Agreement may be amended or supplemented at any time upon written agreement by the Parties hereto. Should an amendment or supplement become necessary, the Party desiring such amendment or supplement shall give thirty (30) days written notice to the other Party setting out in detail the changes or additions desired.

(b) In the event that Licensee desires to add or reduce the number of pole Attachments, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensor, setting out in detail the pole numbers and exact locations of the Structures, and the quantity of Structures involved in the addition or subtraction.

16. PAYMENT OF TAXES

Licensor shall pay all taxes and assessments lawfully levied upon its Structures and its equipment located thereon. Licensee shall pay all taxes and assessments lawfully levied upon its Attachments and/or levied upon the Licensor solely due to the presence of Licensee's Attachments on Licensor's Structures.

17. INTEREST AND PAYMENTS

All amounts to be paid by Licensee to Licensor under this Agreement shall be due and payable within thirty (30) days after receipt of an itemized statement is presented to Licensee. Any payment not made within thirty (30) days from the due date shall accrue late payment charges at the rate of One and One Half Percent (1.5%) per month or the maximum amount permitted by law, whichever is less.

18. NOTICES

Any notice, request, consent, demand, or statement which is contemplated to be made upon either Party by the other Party under any of the provisions of this Agreement, shall be in writing and shall be delivered personally, via certified or registered U.S. Mail, postage prepaid, return receipt requested, or via overnight delivery service to the addresses of the Parties as follows:

(a) If notice is to Licensor,

Terry N. Kemp
Starkville Utility Department
200 N Lafayette Street
P. O. Box 927
Starkville, MS 39759

With a copy to:

Christopher J. Latimer
Mitchell, McNutt & Sams
P.O. Box 947
Oxford, MS 38655-947

(b) If notice is to Licensee,

BCI Mississippi Broadband, LLC
d/b/a MaxxSouth Broadband
105 Allison Cove
Oxford, MS 38655

With copy to:

MaxxSouth Broadband
2700 Oregon Road
Northwood, OH 43619
Attn: Vice President, Business & Legal Affairs

19. SUPPLYING INFORMATION

(a) Within one hundred twenty (120) days after the completion of the installation of its Attachments, Licensee shall furnish to Licensors a map showing the precise location of each Attachment of Licensee which is actually installed on Structures of Licensors. Such revised sketch or map shall be verified by Licensors and shall be the basis for determining the number of Attachments made initially.

(b) Licensee shall promptly report to Licensors any changes made in the number of Structures of Licensors contacted by Licensee.

(c) Upon request of Licensors or Licensee, but not sooner than six (6) years after the execution of this Agreement, and every six (6) years thereafter, or as may be mutually agreed upon, the Parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that Licensee is occupying any Structures of Licensors without having advised Licensors as provided in Section 19(b), Licensee shall pay to Licensors the rental for such Structures from the date that Licensee's Attachments were installed on such Structures, or if dates of installation cannot be determined to the satisfaction of both Parties, the installations shall be presumed to have occurred at the same rate as those reported

throughout the entire period since the last field check was made.

20. CONSTRUCTION OF AGREEMENT

This Agreement is deemed executed in the State of Mississippi and shall be construed under the laws of the State of Mississippi. Venue for any legal action relating to this Agreement shall be in a court of competent jurisdiction in Oktibbeha County, Mississippi.

21. PRIOR AGREEMENTS SUPERSEDED

This Agreement supersedes and replaces any and all previous agreements entered into by and between Licensor and Licensee with respect to the subject matter of this Agreement.

22. ASSIGNMENT OF AGREEMENT

Neither Party shall assign or otherwise transfer this Agreement or any of its rights and interests to any firm, corporation or individual, without the prior written consent of the other Party. Notwithstanding the foregoing, Licensee may assign this Agreement without consent but with written notice to a purchaser of all or substantially all its assets or common stock.

23. COUNTERPARTS

This Agreement may be executed in counterparts and delivered to the other Party, which counterparts shall be binding as originals and, when combined, shall constitute one instrument binding upon the Parties.

[Signature page follows]

In witness whereof, the Parties have caused this Agreement to be duly executed effective as of the Effective Date.

**BCI MISSISSIPPI BROADBAND, LLC
D/B/A MAXXSOUTH BROADBAND, LICENSEE**

ATTEST:

By: _____

Title: _____

**CITY OF STARKVILLE, MISSISSIPPI,
LICENSOR**

ATTEST:

By: _____

Title: _____

EXHIBIT “A”
RULES AND PRACTICES FOR ATTACHMENTS

1. All facilities attached to Licensor’s Structures shall be installed in a manner to ensure compliance with the requirements of the NESC in effect at the time of installation.
2. The location of all cables or power supplies on Licensor’s Structures shall be approved in writing by Licensor. No Attachments shall be made without prior approval of Licensor.
3. All television cables and power supplies shall be located on the same side of each Structure as any existing telephone cable, or as designated by Licensor.
4. On Joint Use Poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the Structure opposite the secondary conductors, or as designated by Licensor.
5. Licensee’s service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing Structure ground with #6 solid, bare, soft drawn copper wires.
7. No power supply shall be installed on any of Licensor’s Structures on which are already installed transformers, underground electric services, capacitor banks, or sectionalizing equipment.
8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All Attachments of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). Clearances not specified in this rule shall be determined by reference to the NESC.

11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.
12. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its Attachments. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
13. Licensee shall install and maintain any and all of its Attachments in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Structure, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this Agreement.
14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to Jointly Used Poles by the use of “thru” bolts. Such bolts placed in a “bucking” position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.
15. In the event that any of Licensee’s proposed Attachments are to be installed upon Structures already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.
16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for the purpose.
17. Licensee shall provide a written statement, signed by a Professional Engineer, or substantial equivalent approved by Licensor, representing Licensee, which states that Licensee’s facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10.

EXHIBIT "B"
APPLICATION AND PERMIT FOR USE OF STRUCTURES

Application No. _____

Date _____

In accordance with the terms of the License Agreement dated _____, 2017, application is hereby made for Licensee to make attachments to ____ Structures located in or near the City of Starkville in the County of Oktibbeha and the State of Mississippi.

The Structures, including proposed construction if necessary for which permission is requested, are listed by pole number and further identified on the attached map. Detailed construction plans and location drawings will be furnished.

Licensee

By: _____

Title: _____

Permission for construction granted _____, 20____, subject to (1) your approval of the following changes and rearrangements at an estimated cost to you of \$_____, (2) the necessary third-party arrangements are done satisfactorily, and (3) that Licensee construct according to standards.

CITY OF STARKVILLE, MISSISSIPPI

By: _____

Title: _____

The above estimates for make-ready changes and rearrangements approved _____, 20____. Licensee intends to construct line(s) within 120 days after make-ready work is complete.

By: _____

Title: _____

Certification to be completed

I hereby certify that upon final inspection (which will be made within 30 days after construction is complete), the attachments fully comply with the National Electrical Safety Code (NESC), latest edition, and no Structures or facilities to be used by Licensee will be in violation of NESC as the result of said attachments.

Registration Number (State)

Engineer's Signature

ORDINANCE 2017-__

**AN ORDINANCE DELETING ADMINISTRATIVE ADJUDICATION
PROCESS ORDINANCE AND AMENDING OTHER ORDINANCES
THAT REFERENCE ADMINISTRATIVE ADJUDICATION PROCESS**

WHEREAS, the City of Starkville adopted the Administrative Adjudication Process Ordinance on March 4, 2008, pursuant to Opinion No. 2007-00380 of the Office of the Attorney General for the State of Mississippi; and

WHEREAS, based upon subsequent opinions from the Office of Attorney General for the State of Mississippi to the City of Starkville, dated March 12, 2012, and May 29, 2012, the City determines that the Administrative Adjudication Process Ordinance may conflict with relevant provisions of Mississippi statutes and is otherwise no longer warranted or needed for the efficient administration of municipal affairs.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the City of Starkville as follows:

SECTION I. RECITALS

The prefatory statements are hereby incorporated herein.

**SECTION II. DELETION OF ADMINISTRATIVE ADJUDICATION PROCESS
ORDINANCE**

Chapter 82, Article VI, entitled, “Administrative Adjudication Process Ordinance,” is hereby deleted in its entirety and of no further force or effect.

**SECTION III. DELETION OF REFERENCES TO USE OF ADMINISTRATIVE
ADJUDICATION PROCESS IN OTHER ORDINANCES**

References to the administrative adjudication process, administrative offenses, administrative fees or fines, imposition by the administrative hearing officer of penalties for ordinance violations by the administrative hearing process, and related terminology and phrases are deleted from the following ordinances:

- A. Chapter 18, Article II, Sections 34 and 35: Animal Control Ordinance;
- B. Chapter 50, Article II, Section 30: False Alarm Ordinance;

- C. Chapter 67, Article II, Section 40: Historic Preservation Ordinance;
- D. Chapter 82, Article IV, Section 98: Smoking Ordinance;
- E. Chapter 98, Article III, Sections 58-59: Sidewalk Ordinance; and
- F. Chapter 106, Article XVI, Sections 610-611: Helmet Ordinance.

SECTION IV. ENFORCEMENT FOR VIOLATIONS OF ORDINANCES UNDER JURISDICTION OF MUNICIPAL COURT

The authority and jurisdiction to hear and determine cases charging violations of municipal ordinances, including imposition of fines and penalties related thereto, rests solely with the City of Starkville municipal court.

SECTION V. INVALIDATION/SEVERABILITY

The requirements and provisions of this Ordinance are severable. If any article, section paragraph, sentence, or portion thereof, be declared by any court of competent jurisdiction to be void, invalid, or inoperative, the decision of the court shall not affect the validity or applicability of the Ordinance as a whole or of any part thereof other than the part held void, invalid, or otherwise inoperative.

SECTION VI. CONFLICTS

All Ordinances, parts of Ordinances or Resolutions of the Mayor and Board of Aldermen of the City of Starkville that conflict with the provisions of this Ordinance shall be hereby repealed.

SECTION VII. EFFECTIVE DATE

Following its passage, this ordinance shall become effective thirty (30) days after its publication in a local newspaper with a general circulation. The City Clerk shall cause this ordinance to be published one (1) time in a local newspaper with general circulation.

The City Clerk is directed to post the Ordinance in three conspicuous public places, place the Ordinance on the City's website and to publish the Ordinance one time in the Starkville Daily News, obtaining proof of publication thereof.

THE FOREGOING ORDINANCE, having first been reduced to writing, was proposed in a motion by Alderman _____, duly seconded by Alderman _____, that the aforesaid Ordinance be adopted. The vote being as follows:

Ben Carver Voted: _____

Sandra Sistrunk Voted: _____

David Little Voted: _____

Jason Walker Voted: _____

Patrick Miller Voted: _____

Roy A'. Perkins Voted: _____

Henry Vaughn, Sr. Voted: _____

ORDAINED AND ADOPTED, this the _____ day of _____, 2017, at the
Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville,
Oktibbeha County, Mississippi.

D. LYNN SPRUILL

Mayor

City of Starkville, Mississippi

LESA HARDIN

City Clerk

City of Starkville, Mississippi



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: October 3, 2017
PAGE: Page 1 of 12

SUBJECT:

A Special Event request for the 2017 Pumpkinpalooza event with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$1,987.68 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	\$ 1000.00
Sanitation Department	\$ 737.68
<u>Electric Department</u>	<u>\$ 250.00</u>

TOTAL	\$ 1,987.68
-------	-------------

FISCAL NOTE:

N/A

ADDITIONAL INFORMATION & AUTHORIZATION HISTORY:

The applicant Jennifer Prather, of Starkville Main Street Association, is requesting in-kind services to hold the 2017 Pumpkinpalooza event. This year the event will be held on Friday, October 13, 2017. Setup will begin at 3:00 pm and teardown will end at 9:00 pm. The event will start at 6:00 pm and will end at 8:00 pm. The requested services include SPD, Sanitation and SED with a total cost \$1,850.00. Proof of Insurance has been provided and the city attorney has reviewed and approved.

REQUESTING

DEPARTMENT: Mayor's Office

DIRECTOR'S

AUTHORIZATION: Mayor D. Lynn Spruill

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move to approve with condition the Special Events request for the 2017 Pumpkinpalooza event with in-kind services.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name Jennifer Prother		Organization Name GSDP	
Address 200 E. Main Street		City Starkville	State MS
E-Mail Address jprother@starkville.org		Web Site Address visit.starkville.org	
Telephone Number 323-3322	Facsimile 323-5015	Mobile Number 418-0533	Pager Number
Type of Organization ☐ Individual ☐ Charitable ☐ For Profit Organization ☒ Non-Profit Organization (501.C3 Tax Identification # _____) ☒ Other Partnership			
On-Site Contact Paige Watson		Mobile Number for On-Site Contact 418-0924	

EVENT INFORMATION

Event Name Pumpkinpolooza		Event Date(s) 10/13/17		Time 6-8pm	
Type of Event: (check all that apply) ☐ Carnival ☐ Concert/Performance ☒ Festival ☐ Professional Filming		☐ Fundraiser ☐ Parade ☐ Private Gathering ☐ Reception		☐ Run/Walk ☐ Sports/Recreational ☐ Other _____	
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event 2009-2016 What was past attendance? 10,000+			
Is this event open to the public? ☒ Yes ☐ No		Admission/Entry Fee Free		Estimated Total Budget \$5,000	
Proposed Area (check all that apply)		☐ Cotton District ☒ Main Street ☐ City Park ☐ Other _____			
Setup: (first item to be loaded in on site) Date: 10/13/17 Time: 3 PM		Teardown: (last item removed) Date: 10/13/17 Time: 9 PM		Estimated Attendance Participants: 5-10K Spectators: Est. # Hotel Rooms:	
Known Current Sponsor(s) Starkville Main St. Assoc.		Beneficiary(ies)			

*Sanitation
Sat. Morning*

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☒ Yes ☐ No	If Yes, provide the following: ☒ Recorded Music WLZA ☐ 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. Site attached	Street: ☒ Main Street/University ☐ Russell Street ☐ Other _____	Closing Opening Day/Time Day/Time 10/13 @ 3 10/13 @ 9
---	---	--

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

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

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

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Trash Collection	☒ Yes [] No	Requirements: <i>assistance during event changing bags</i>	
Street Sweeper	☒ Yes [] No	<i>Normal game day service</i>	
Extra Pickups	[] Yes [] No	Number of Workers	Hours

Electrical Services	☒ Yes [] No	Requirements:	
*Event must use a licensed electrician			
<i>- electrical pedestals</i>		Supplemental	[] Generator(s) #
<i>- electrical light poles</i>		Equipment	[] Light Tower(s) #
<i>@ Washington, Lafayette & Jackson</i>		(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:	
<i>inflatable jumpers</i>		Company <i>Gann Inflatables</i>	
		Contact Name <i>Brandon</i>	Phone <i>769-2665</i>

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

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

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

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

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

-Trick or Treating w/ Main St merchants
-Community Market vendors
-Pep Rally
-MSU Fashion Board -live models
-Pumpkin Patch
-Inflatable jumpers
-Road closure → Main (Jackson - Washington)

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

Name of Insurance Agency GCM		
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 _____	Date: _____
Application received by: _____	Date: _____

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

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

CHECKLIST

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

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ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

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

Jennifer Prather (GSDP) (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAY BE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, **INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.**

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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Phone: (662) 323-2525

Fax: (662) 323-4143

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

AGREED:

APPLICANT/INDEMNITOR

BY:

Jennifer Prater

TITLE:

Director of Tourism

ATTEST:

BY:

Hunter Harrington

Director of Membership

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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Fax: (662) 323-4143

SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

APPLICANT INFORMATION

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

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

EVENT INFORMATION

Event Name Pumpkinpalooza	Event Date(s) 10/13/17	Event Time 6-8pm
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: Trash collection electrical Street closure Funding request in dollars:		Other sources of event funding:

City of Starkville - Building Department

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Fax: (662) 323-4143

Advertising and Promotion

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

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

Explain:

Social Media

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



SIGNATURE OF APPLICANT

9/20/17

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.

WZLX Music from
Electricity from
poles



block
road

1
jumper
Electricity
from light
poles

2 jumpers
Electricity
from light
poles

**LETTER OF AGREEMENT FOR
PLANNING AND CONSULTING SERVICES**

THIS AGREEMENT is entered into by and between **SLAUGHTER & ASSOCIATES, PLLC**, hereinafter called the **CONSULTANT** and the **CITY OF STARKVILLE, MISSISSIPPI**, hereinafter called the **CITY**.

1. The CITY does hereby employ the CONSULTANT to perform professional and technical services for: **MUNICIPAL ANNEXATION STUDY AND ANALYSIS.**

Phase I (Estimated to range from \$6,000 - \$8,000)

- Determine initial study area;
- Conduct land use survey of study area and prepare existing land use map;
- Demographic analysis (population, race, land area, street miles, etc.);
- Financial data (estimated assessed valuation, estimated ad valorem taxes, sales tax diversion);
- Map existing water and sewer certificated areas;
- Map existing fire districts, fire ratings and fire stations;
- Map existing floodplain/floodway;
- Meeting with the Mississippi State (Fire) Rating Bureau; and
- Presentation of findings to the Mayor and Board.

Phase II (Estimated to range from \$5,000 - \$7,000)

- Conduct departmental requirements meetings;
- Consult with the City Engineer re: preparation of a water and sewer plan and cost estimates for study area;
- Prepare General Fund financial analysis for the study area (estimated revenues and expenditures);
- Review reasonableness of study area as applied to the 12 indicia of reasonableness defined by the Mississippi Supreme Court; and
- Final presentation and recommendations to the Mayor and Board.

2. The CONSULTANT hereby agrees to perform the above services in a diligent and competent manner in accordance with the standards applicable to this work.

3. The CITY shall compensate the CONSULTANT for professional services rendered (as estimated above) plus direct reimbursement for out-of-pocket expenses including travel, per diem expenses for personnel, purchased information and services, copies, graphic materials and other necessary expenses. The CONSULTANT may require the assistance of the CITY engineer regarding water, sewer, street and drainage facilities and cost estimates, whose fee, if any, is not covered in this agreement.

4. The CONSULTANT will submit monthly or periodic invoices to the CITY requesting payment. Such requests will be based upon the amount and value of work and services performed by the CONSULTANT and will be accompanied by an itemized statement of work performed. The CITY shall pay the CONSULTANT the total amount of the invoice within thirty (30) days after receipt of the invoice. Nonpayment or payment less than the amount of the invoice within the specified time shall be cause for suspension of work by the CONSULTANT. The invoices will be based on the following rate schedule:

Principal Planner:	\$175.00/hr.
Associate Planner I:	\$150.00/hr.
Associate Planner II:	\$125.00/hr.
Assistant Planner I:	\$100.00/hr.
Assistant Planner II:	\$ 75.00/hr.
Planning/GIS Technician:	\$ 60.00/hr.
Office Technician:	\$ 50.00/hr.

5. The CITY may terminate or re-negotiate this letter of agreement at any time with written notification to the CONSULTANT.

6. Any reports, information, data, memoranda, or documents in any form, electronic or otherwise, prepared or assembled by the CONSULTANT under this agreement shall be the property of the CITY, even if remaining with the CONSULTANT, and the CONSULTANT shall maintain confidential all of such information unless specifically authorized in writing by the CITY through its Mayor or Attorney.

✓ IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this Agreement this the _____ day of _____, 2017. ✓

CLIENT: THE CITY OF STARKVILLE, MISSISSIPPI

BY: _____
Hon. Lynn Spruill, Mayor

WITNESS: _____
Ms. Lesa Hardin, City Clerk

CONSULTANT: SLAUGHTER & ASSOCIATES, PLLC

BY: Mike Slaughter
Mike Slaughter, P.E., AICP

WITNESS: Venessar Williams
Venessar Williams, Office Manager

Municipal Annexation Presentation

City of Starkville, Mississippi

September 29, 2017



POST OFFICE BOX 2401
OXFORD, MS 38655
662.234.6970

About Our Firm

Office Location:

- We are located in Oxford, Mississippi.

Staff:

- Four Planners on staff
 - Three have Master's Degrees in City & Regional Planning
 - One has a Master's Degree in Geography
 - One has a Master's Degree in Public Administration
 - Two are certified by the American Institute of Certified Planners (AICP)
 - One is also a Registered Professional Civil Engineer (P.E.)

Experience:

- Our firm has over 50 years combined experience in the urban planning and civil engineering profession.

Professional Services Offered

- Municipal Annexation Planning & Feasibility Analysis
- Redistricting of Voting Districts
- United States Department of Justice Preclearance Submissions
- Voting Rights Act of 1965 Compliance
- Comprehensive Plan Preparation and Coordination
- Zoning Ordinance and Subdivision Regulations Development
- Storm Water Control Regulations
- Hazard Mitigation and Flood Protection Planning
- Governmental Finance Modeling and Budgetary Planning
- Capital Improvements Programming
- Economic Development and Growth Management
- Downtown Planning/Main Street Programs/Historic Preservation
- Land Use Controls and Regulations
- Architectural Design Ordinances
- Sign Ordinances
- Expert Testimony

Municipal Annexation Expert Witness Testimony Cases

for Mike Slaughter, P.E., AICP

- Batesville
- Bay St. Louis
- Biloxi (3)
- Blue Springs
- Brookhaven
- Brooksville
- Byram/Jackson
- Calhoun City
- Canton (2)
- Clarksdale
- Columbus
- Decatur
- Ecru
- Edwards
- Ellisville
- Gautier
- Grenada (2)
- Gulfport
- Hattiesburg (5)
- Horn Lake
- Laurel
- Macon
- Madison
- Morton
- Mound Bayou
- Myrtle
- New Albany
- Olive Branch
- Oxford (2)
- Pascagoula
- Pass Christian (2)
- Pearl (3)
- Petal
- Port Gibson
- Sardis
- Sledge
- Sumrall
- Waveland
- Wesson
- West Point (2)
- Winona

Client History List

1 Aliceville, AL	42 Ecru	83 Lumberton	124 Pontotoc
2 Amory	43 Edwards	84 Lyon	125 Pope
3 Arcola	44 Ellisville	85 Macon	126 Poplarville
4 Baddour Center	45 Falkner	86 Madison	127 Port Gibson
5 Baptist (Oxford Inclusion)	46 Farmington	87 Madison, AL	128 Prentiss
6 Batesville	47 Fayette	88 Madison County	129 Quitman
7 Bay St. Louis	48 First Choice Development	89 Madison Co. School Board	130 Richland
8 Belzoni	49 Florence	90 Magee	131 Richton
9 Benton County	50 Flowood	91 Marks	132 Ridgeland
10 Biloxi	51 Forest	92 Marshall County	133 Robinsonville
11 Blue Springs	52 Gautier	93 Memphis, MS	134 Roxie
12 Booneville	23 Greenville	94 Memphis, TN	135 Saraland, AL
13 Brandon	54 Greenwood	95 Meridian	136 Sardis
14 Brookhaven	55 Grenada	96 Mid Delta Comm. Development	137 Sebastopol
15 Brooksville	56 Grenada County	97 Mize	138 Senatobia
16 Brooks Oil	57 Gulfport	98 Monroe County	139 Shuqualak
17 Bruce	58 Hancock County	99 Monroe Co. School District	140 South Panola School District
18 Byhalia	59 Harrison County	100 Morton	141 Southaven
19 Byram	60 Hattiesburg	101 Moss Point	142 Southern Farms
20 Byrd & Wiser	61 Hernando	102 Mound Bayou	143 State of Mississippi Attorney General's Office
21 Calhoun City	62 Hickory	103 Mt. Olive	144 Starkville
22 Canton	63 Holly Springs	104 Myrtle	145 State Line
23 Canton School District	64 Holmes County	105 Natchez	146 Sumrall
24 Carroll County	65 Horn Lake	106 New Albany	147 Tate County
25 Carthage	66 Imperial Palace Casino	107 New Houlka	148 Taylorsville
26 Clarksdale	67 Indianola	108 Newton	149 Tchula
27 Clearly Water, Sewer & Fire District	68 Jefferson County	109 North Panola School Dist.	150 Tunica
28 Cleveland	69 Kosciusko	110 Noxapater	151 Tunica County
29 Cleveland School District	70 Lafayette County	111 Ocean Springs	152 Tupelo
30 Clinton	71 Lake	112 Oktibbeha County	153 Union County
31 Coahoma Co. School District	72 Lake Caroline, Inc.	113 Okolona	154 Vancleave
32 Coffeeville	73 Laurel	114 Olive Branch	155 Vicksburg
33 Columbia	74 Leakesville	115 Oxford	156 Walls
34 Columbus	75 Leflore County	116 Oxford School District	157 Waring Oil
35 Como	76 Lee County	117 Panola County	158 Water Valley
36 Crittenden County, AR	77 Lincoln Co. School District	118 Pascagoula	159 Waveland
37 Decatur	78 Long Beach	119 Pass Christian	160 Weir
38 D'Iberville	79 Louisville	120 Pearl	161 Wesson
39 Department of Justice	80 Lowndes County	121 Pearl River County	162 West Point
40 Drew	81 Lowndes Co. School Board	122 Petal	163 Winona
41 Durant	82 Lucedale	123 Pitcher Point Investments	164 Yazoo City

Current Client List

- **Baddour Center:** Rezoning
- **Batesville:** Annexation
- **Booneville:** Comprehensive Plan
- **Brookhaven:** Annexation, Zoning & Comprehensive Plan
- **Byhalia:** Annexation
- **Byrd & Wiser:** Wiggins Zoning Case
- **Canton:** Annexation & Gluckstadt Inc.
- **Clarksdale:** Annexation
- **Columbia:** Annexation
- **Drew:** Annexation
- **Hernando:** Redistricting
- **Holly Springs:** Annexation
- **Lafayette County:** Comprehensive Plan & Zoning Ordinance
- **Lake:** Annexation
- **Laurel:** Annexation
- **Leakesville:** Annexation
- **New Houlka:** Annexation
- **Oxford:** Annexation
- **Petal:** Annexation & Comprehensive Plan
- **Pope:** Annexation
- **Roxie:** Annexation
- **Senatobia:** Sign Ordinance
- **Shuqualak:** Annexation
- **State Line:** Annexation
- **Waring Oil:** Rezoning
- **West Point:** Comprehensive Plan

*Trends:
City of Starkville
&
Oktaibbeha County*

Population Trends

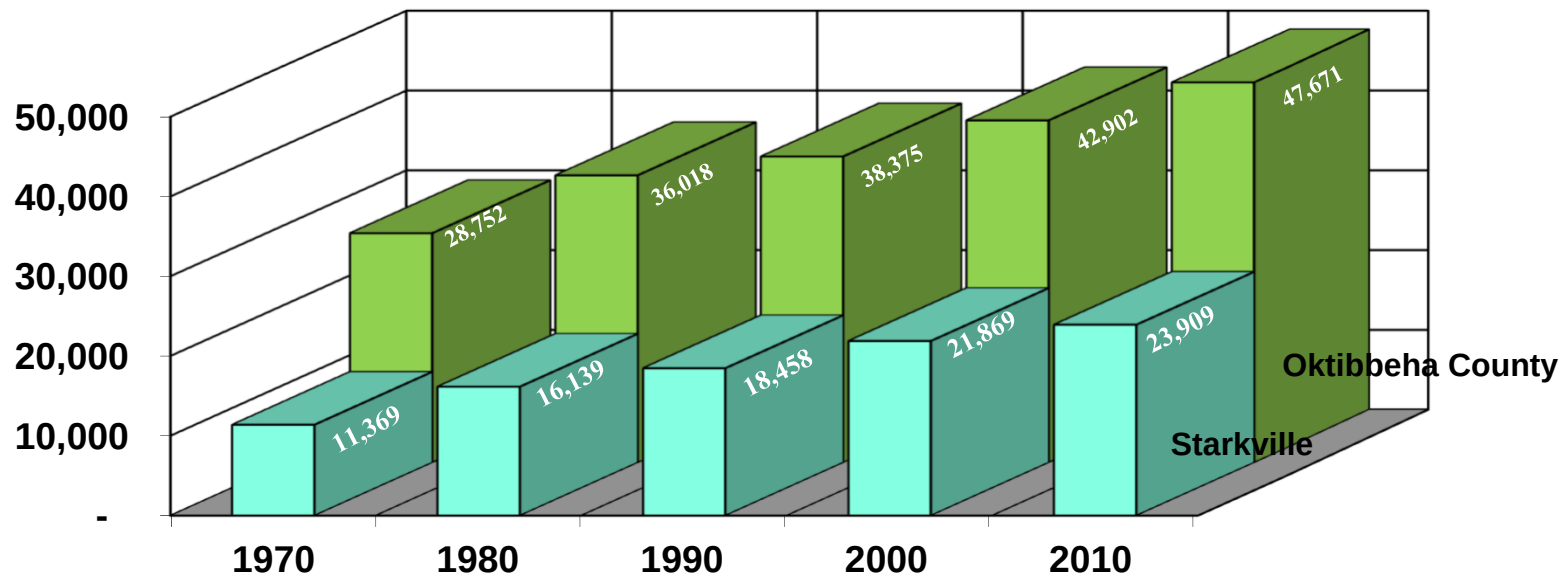
City of Starkville and Oktibbeha County

Percent Change 70-10

Starkville	110.3%
Oktibbeha County	65.8%

Percent Change 00-10

Starkville	9.3%
Oktibbeha County	11.1%

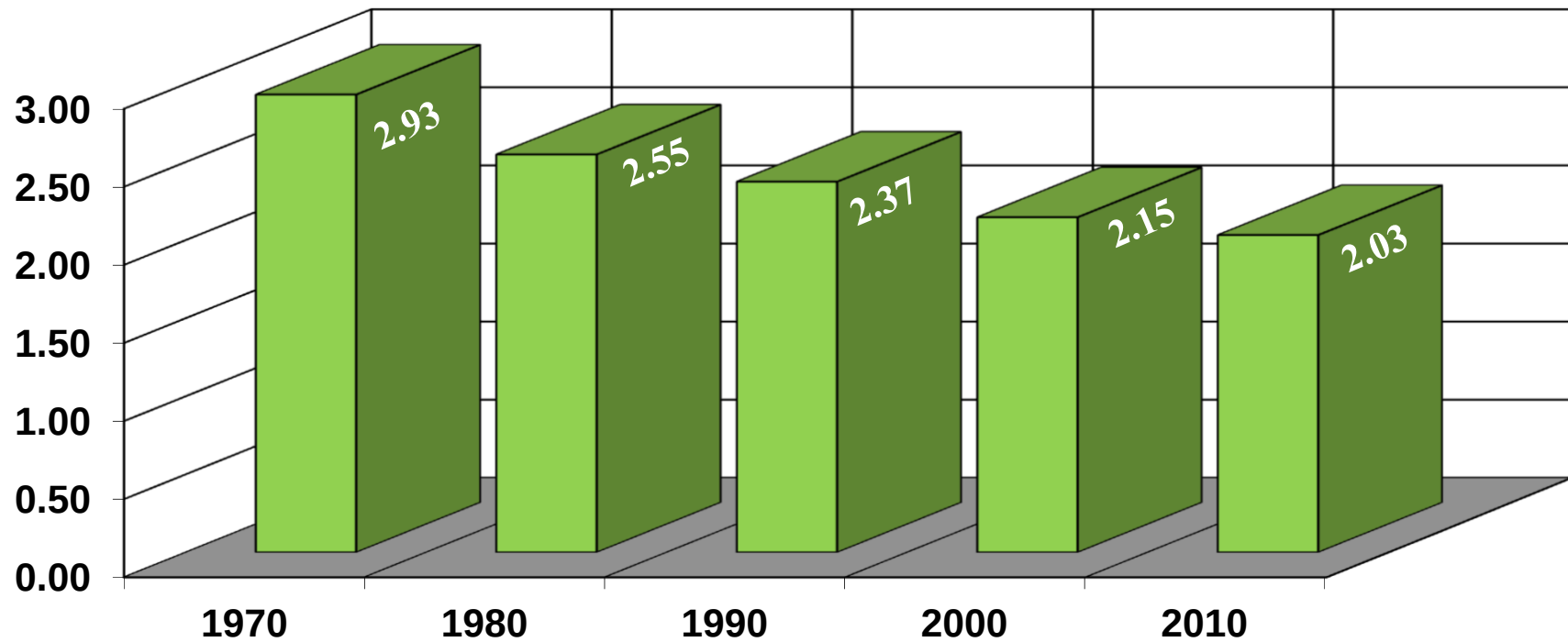


Persons per Housing Unit

City of Starkville

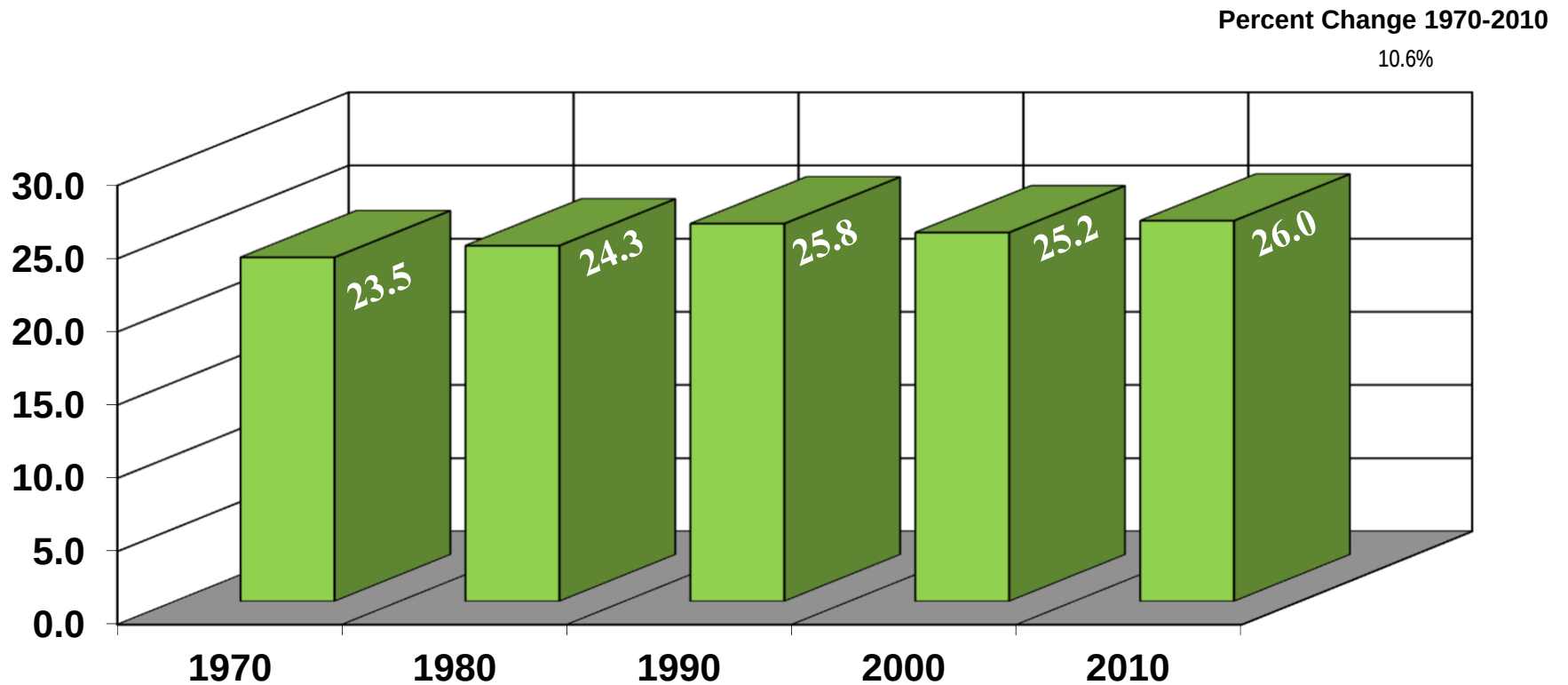
Percent Change 1970-2010

-30.7%



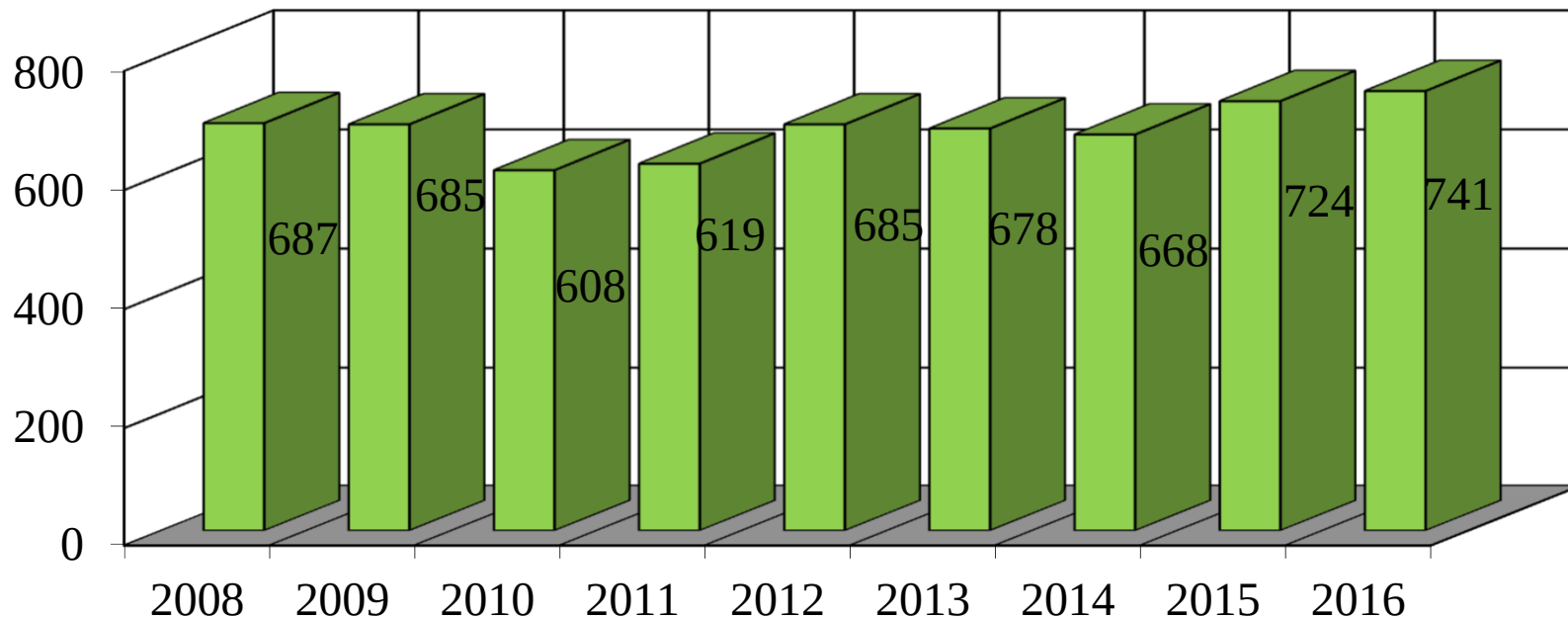
Median Age

City of Starkville



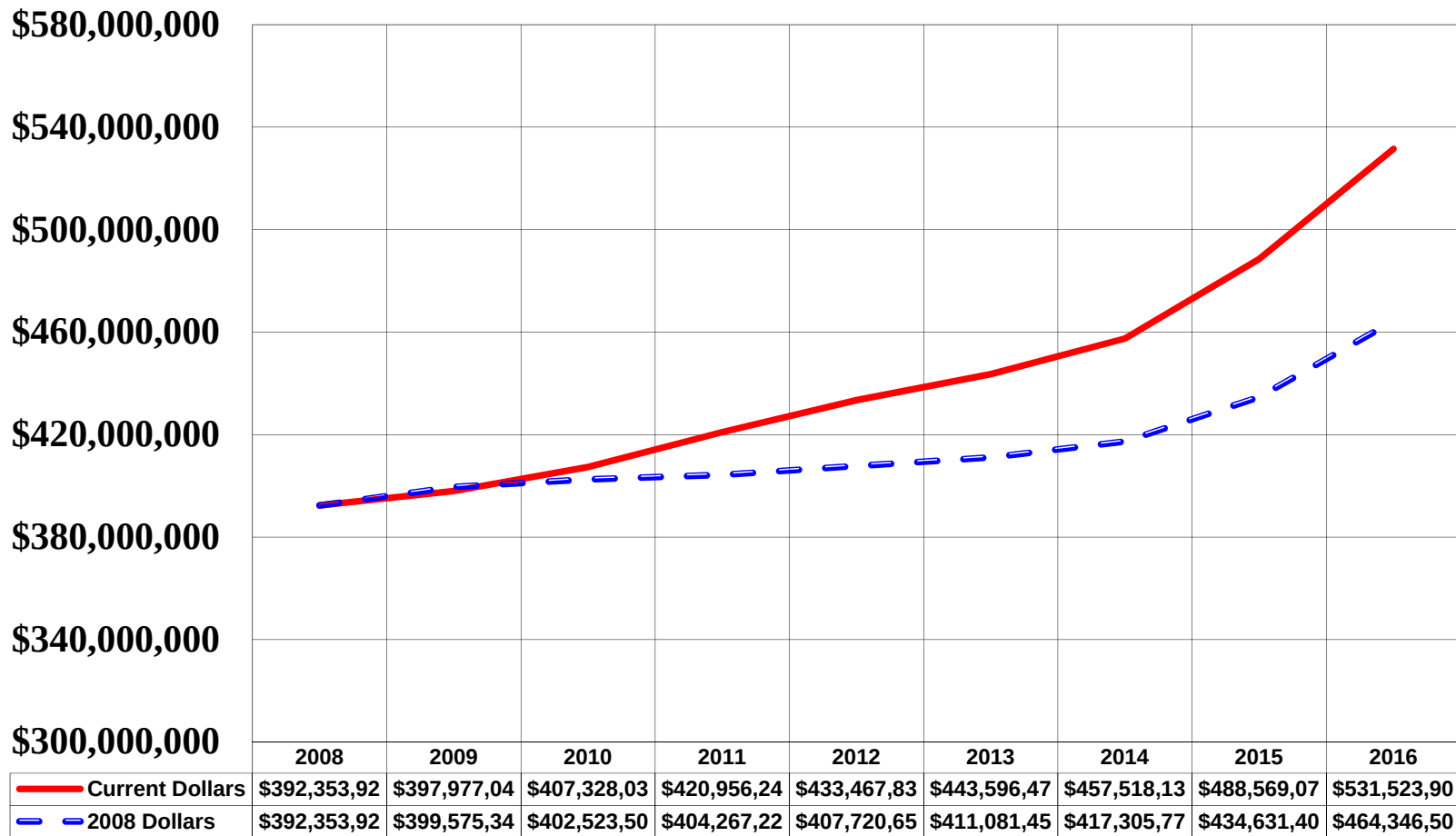
Sales Tax Collecting Businesses

City of Starkville



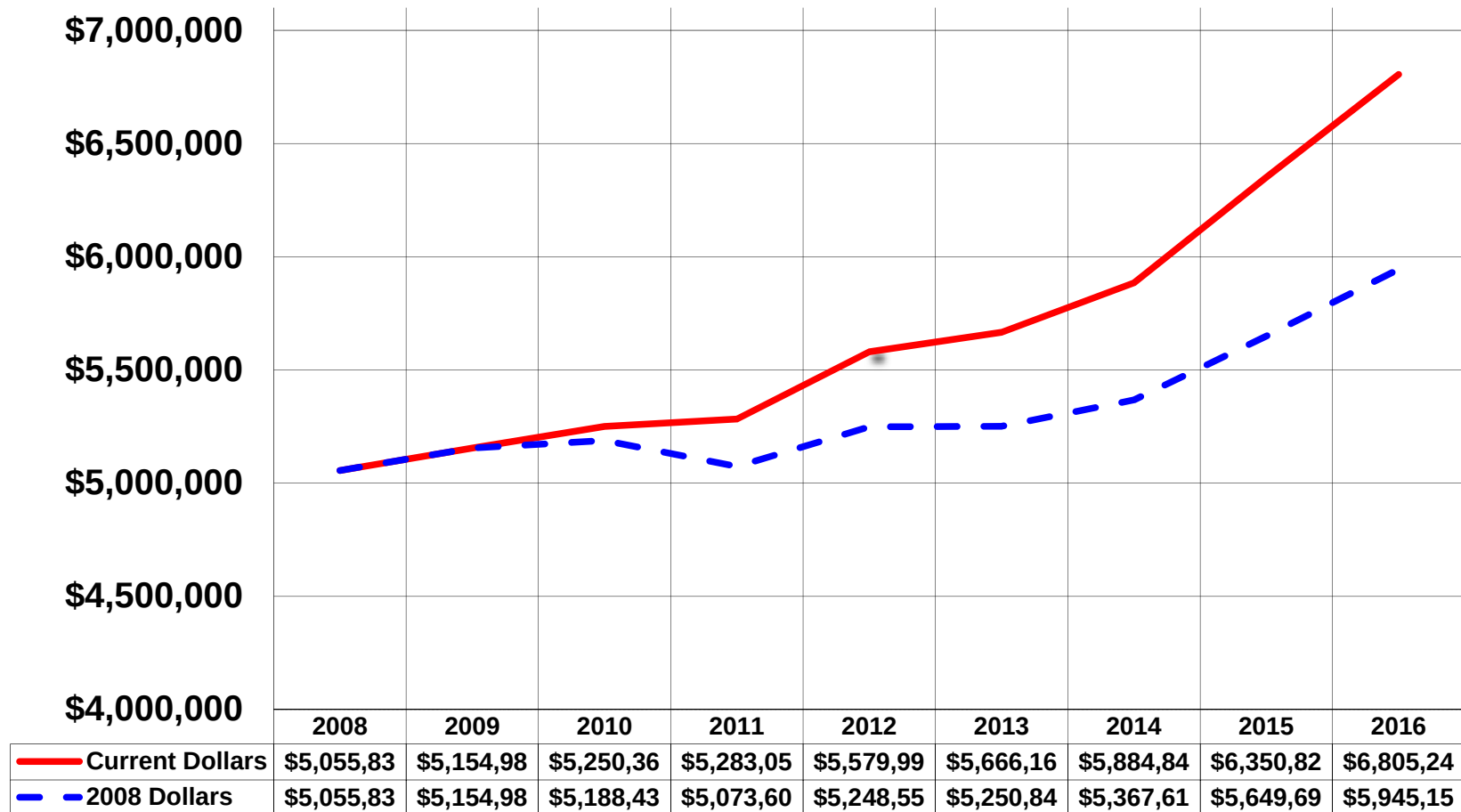
Gross Retail Sales

City of Starkville



Sales Tax Diversions

City of Starkville



Municipal Annexation

Typical Annexation Process

- Conduct annexation feasibility study
- Adopt annexation ordinance
- File petition in Chancery Court for hearing
- Chancery Court hearing
- Chancery Court decision
- Appeal (?)

Indicia of Reasonableness

- Municipality's Need for Expansion
- Path of Growth
- Potential Health Hazards
- Municipality's Financial Ability
- Need for Zoning and Overall Planning
- Need for Municipal Services
- Natural Barriers
- Past Performance
- Social and Economic impact
- Impact on Minority Voting Strength
- Fair Share
- Other Factors

Typical Demographic and Physical Data Generated for an Annexation Study

- LAND AREA - generally calculated by existing city and study area in acres and square miles
- POPULATION - both current and future population estimates are usually determined by race, voting age and school age (if school districts are an issue)
- STREETS AND ROADS - it is common for streets and roads in the annexation area to be inventoried and the number of street and road miles calculated
- EXISTING LAND USE - usually a land use survey is conducted to determine the land use in the study area by classification (i.e. residential, commercial, industrial, public/semi-public, etc.)
- EXISTING LEVELS OF SERVICES AND FACILITIES - typically consists of determining the existing utilities and facilities available to the area
- FINANCIAL ANALYSIS - projected (5 years) revenues & expenditures for the annexation study area

Common Services and Facilities Addressed in an Annexation Study

- Police protection
- Fire protection
- Animal Control
- Refuse and garbage collection and disposal
- Mosquito and pest control
- Street paving and maintenance
- Street lighting
- Traffic control devices
- Water (domestic & fire protection)
- Sanitary Sewer
- Parks and recreation
- Planning, zoning and subdivision regulations
- Housing and building codes
- General government

Why should I consider retaining Slaughter & Associates to assist Starkville with our annexation program?

- Experience: Over 25 years of day-to-day annexation experience; Testified as an expert witness in over 50 annexation cases throughout the state of Mississippi;
- Knowledge: Extensive knowledge of the municipal annexation process, both the planning and legal processes;
- Resources: 3 urban planners (w/Master's degree & 1 AICP certified) and 1 registered professional civil engineer;
- Expertise: Expert in municipal annexation (Urban Planning & Civil Engineering);
- Qualifications: I firmly believe we are the overall most qualified annexation planning consulting firm in the state. I also firmly believe that I am the overall most qualified annexation consultant in the state. *We bring a lot to the annexation planning table.*



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: October 3, 2017

PAGE: 1 of 8

SUBJECT: Consideration of approving the proposal of Farmer Morgan, LLC, the sole applicant for the TIGER grant application process.

AMOUNT & SOURCE OF FUNDING: The funding for the application process will be through the TIGER grant if awarded.

FISCAL NOTE: Funds are available only if the TIGER grant is awarded

AUTHORIZATION HISTORY: The board approved the advertising for the RFPs for the application process on September 15, 2017. The closing date for the submissions was September 29, 2017 and there was only a single submission.

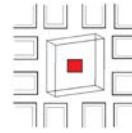
**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 323-2525, Buddy Sanders @ 323-2525 ext 3119

SUGGESTED MOTION:

Move approval of accepting the proposal of Farmer Morgan, LLC for the purpose of applying for the TIGER grant closing on October 16, 2017.



FARMER | MORGAN, L.L.C.
P.O. BOX 592
PIKEVILLE, TENNESSEE 37367

PLANNING O DESIGN O CONSTRUCTION

September 29, 2017

The Honorable Lynn Spruill, Mayor
City of Starkville
110 West Main Street
Starkville, MS 39759

Reference: Transportation Investment Generating Economic Recovery (TIGER) Grant Application
Preparation, Statement of Qualifications

Dear Mayor Spruill:

Farmer | Morgan, L.L.C. is pleased to have the opportunity to submit a letter of interest and statement of qualifications for the above referenced services. The following proposal describes our understanding of the request based on review of the Request for Qualifications (RFQ) due September 29, 2017. This letter discusses our firm's methodology, the general scope of our services, and our qualifications and experience.

PROJECT INFORMATION

Farmer | Morgan has evaluated the need for professional consultant grant application preparation services for the 2017 Federal Highway Administration's Transportation Investment Generating Economic Recovery (TIGER) Grant for the City of Starkville, Mississippi. The grant application services involve the development of a Benefit-Cost Analysis, and if the grant is awarded, the consultant will provide the following professional services:

- 2) Design Phase Services
- 3) Right-of-Way Phase Services
- 4) Utility Relocation Phase Services
- 5) Construction Phase - Construction, Engineering and Inspection Services (CEI)

We propose a project team consisting of Farmer | Morgan staff who have experience in preparing TIGER grant applications, and who are qualified for Architecture & Engineering (A&E), and Construction, Engineering & Inspection (CE&I). Farmer | Morgan, LLC carries an unlimited contract status with the State of Tennessee Department of Transportation and is prequalified for Architecture & Engineering Services for Design and for

Construction, Engineering & Inspection (CE&I). It is the firm's intent to register with the Mississippi Department of Transportation to qualify to provide these services to communities in Mississippi. The intent of this project team is to follow up on the strengths our firm has developed with previous transportation enhancement projects. Our experience with United States Department of Transportation (USDOT) coupled with our experience in grant writing will provide the City of Starkville with a seamless project from planning and design to built form.

Relevant Experience

Farmer | Morgan provides Construction, Engineering & Inspection (CE&I) services to the Tennessee Department of Transportation (TDOT) and the United States Department of Transportation (USDOT) related or funded projects. The firm has existing clients that receive USDOT funded projects or pursue projects within TDOT Right-of-Way. Any Federal Highway Administration (FHWA) funded project requires a full time construction management team on the site. This team consists of materials testing, inspection and management staff provided by Farmer | Morgan. Often these projects are designed by the firm and are carried through the entire development and construction process by the firm's multi-disciplinary team. CE&I work requires value engineering and inspection skills to maintain project budgets while retaining project schedule goals and accepting installed project components on the owner's behalf.

Farmer | Morgan currently serves as design consultants for the City of Dunlap, Tennessee and has provided A&E and CEI services for many projects, including the Dunlap Streetscape Project, Phase 1 with a total construction budget of \$150,000.00. Farmer | Morgan has also completed Architecture & Engineering (A&E) services, as well as CEI services for Coops Creek Greenway Phase I, a \$300,000.00 project for the City of Dunlap. The firm has also provided A&E and CEI services for the Monteagle Pedestrian Enhancement project with a project budget of \$260,000.00 in Monteagle, Tennessee. The firm has also provided design plans and bid specifications for the TDOT funded Mountain Goat Trail (MGT) Phase III in Monteagle. This contract is with the City of Monteagle and has a project budget of \$801,020.00. Farmer | Morgan has provided Architecture & Engineering and CEI services for the Monteagle Pedestrian Corridor Extension as well, a \$352,000.00 project. Farmer | Morgan has also prepared many projects for bid, including the Ducktown Recreational Trail Program (RTP) project. This 1,400 linear feet of recreational trail was bid in August of 2013 and constructed in the fall of the same year. In addition, the firm provides Architecture & Engineering services on the TDOT funded Ducktown Roadscapes Project. This project is currently in construction phase. In addition, Farmer | Morgan has recently submitted design plans and bid specifications for the TDOT funded Ducktown Main Street Pedestrian Enhancement Phase I and Phase II. The firm's contract is with the City of Ducktown and has a project budget of \$770,000.00.

The firm has also completed the award winning \$1.2 million streetscape enhancement in Pikeville, Tennessee. The Tennessee Department of Transportation Commissioner John Schroer has visited the project on two separate occasions to showcase the design and built form of the project. The Pikeville Main Street Project is part of the Pikeville Business District Redevelopment Plan. The firm provided planning, design and



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construction inspection services for the project. The project was funded by the City of Pikeville, USDA, ARC and Tennessee Department of Agriculture. The City of Pikeville and Farmer | Morgan completed the five blocks / 10 month project in the Spring of 2010.

Additional Federal Highway funded projects consist of the Coalmont Phipps Park Project. This project was funded by the Tennessee Department of Environment and Conservation's (TDEC) Recreational Trails Program (RTP) and the land donation by the Town of Coalmont. Farmer | Morgan developed the Phipps Park Master Plan for the Town of Coalmont and then selected key components to be used for the \$80,000.00 construction budget. The construction phase needed to resolve parking and access issues to specific assets in the walking park. To accomplish this goal, the Town of Coalmont decided to construct the parking area, main asphalt trail and the center piece of this phase, the covered bridge. These components were completed with construction inspection and materials testing by Farmer | Morgan in the summer of 2012.

In addition, Farmer | Morgan worked with the Town of Hodges, Alabama to design and develop the Hodges Rock Bridge Canyon Equestrian Park. The park contains a 180-acre campground and trailhead with 50 miles of equestrian trails. Currently, the day use area for the trailhead is complete and there are 25 miles of equestrian trails constructed. The day use area consists of the main entry drive, bathrooms, parking area and the public pavilion. The Rock Bridge Canyon Equestrian Park also contains a rural greenway and economic development project that involves 24 miles of abandoned Norfolk Southern Rail Line. Farmer | Morgan completed the trail feasibility study, design guidelines, business & master plan, design plans and construction inspection for the Campground and Trailhead, and Day Use Area. Project assistance has come from TVA, Alabama Department of Economic and Community Affairs (ADECA), ALDOT, Alabama Industrial Development and local match. The project construction budget for the Day Use Area was \$390,000.00. This project has been awarded the 2014 Excellence in Planning and Design Award by the Alabama Trails Commission.

The Farmer | Morgan planning team prepares grant applications and secures state and federal funding for its clients on many municipal and transportation-related projects. The firm has prepared applications and has developed a Cost-Benefit Analysis for several projects seeking TIGER funding, including the U.S. 127 Complete Streets Project for Dunlap, TN. An example of a prepared Benefit-Cost Analysis conducted by the Farmer | Morgan planning staff as part of a completed TIGER grant application can be seen below:



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Calendar Year	Project Year	Total Value of Time Saved (\$2013) ³	Total Value of Injuries Prevented ⁶	Total Value of Property Damage Crashes Prevented ⁶	Benefits of Additional Bicycling ¹	Health Benefits of Additional Walking ¹²	NPV CO2 Costs @ 3% Avg SCC ¹⁶	Initial Costs (\$2015) ¹⁷	Operations & Maintenance Costs (\$2015) ¹⁸	7% NPV Total Benefits ²²	3% NPV Total Benefits ²³	Total Gross Benefits (No Discount)
2017	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,176,150		\$ (5,772,103)	\$ (5,996,262)	\$ -
2018	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2019	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2020	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2021	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2022	6	\$ 1,116,601	\$ 534,583	\$ 15,553	\$ 2,680	\$ 36,116	\$ 1,809		\$ 30,881	\$ 1,117,701	\$ 1,404,305	\$ 1,707,343
2023	7	\$ 1,130,860	\$ 541,410	\$ 15,752	\$ 5,395	\$ 72,693	\$ 1,789		\$ 30,881	\$ 1,082,403	\$ 1,412,689	\$ 1,767,899
2024	8	\$ 1,145,301	\$ 548,324	\$ 15,953	\$ 8,145	\$ 109,738	\$ 1,768		\$ 30,881	\$ 1,047,394	\$ 1,420,005	\$ 1,829,228
2025	9	\$ 1,159,926	\$ 555,326	\$ 16,157	\$ 10,929	\$ 147,255	\$ 1,747		\$ 30,881	\$ 1,012,764	\$ 1,426,296	\$ 1,891,341
2026	10	\$ 1,174,739	\$ 562,418	\$ 16,363	\$ 13,749	\$ 185,251	\$ 1,726		\$ 30,881	\$ 978,590	\$ 1,431,606	\$ 1,954,246
2027	11	\$ 1,189,740	\$ 569,600	\$ 16,572	\$ 16,605	\$ 223,733	\$ 1,734		\$ 61,762	\$ 930,297	\$ 1,413,698	\$ 2,017,984
2028	12	\$ 1,204,933	\$ 576,873	\$ 16,784	\$ 19,498	\$ 262,706	\$ 1,711		\$ 61,762	\$ 898,186	\$ 1,417,820	\$ 2,082,505
2029	13	\$ 1,220,320	\$ 584,240	\$ 16,998	\$ 22,427	\$ 302,177	\$ 1,689		\$ 61,762	\$ 866,641	\$ 1,421,064	\$ 2,147,851
2030	14	\$ 1,235,903	\$ 591,701	\$ 17,215	\$ 25,394	\$ 342,152	\$ 1,666		\$ 61,762	\$ 835,707	\$ 1,423,468	\$ 2,214,031
2031	15	\$ 1,251,686	\$ 599,257	\$ 17,435	\$ 28,399	\$ 382,637	\$ 1,617		\$ 61,762	\$ 805,397	\$ 1,425,044	\$ 2,281,031
2032	16	\$ 1,267,670	\$ 606,909	\$ 17,658	\$ 31,442	\$ 423,639	\$ 1,620		\$ 185,285	\$ 733,976	\$ 1,348,928	\$ 2,348,939
2034	17	\$ 1,283,858	\$ 614,660	\$ 17,883	\$ 34,524	\$ 465,165	\$ 1,597		\$ 185,285	\$ 707,813	\$ 1,351,271	\$ 2,417,687
2035	18	\$ 1,300,253	\$ 622,509	\$ 18,112	\$ 37,645	\$ 507,221	\$ 1,598		\$ 185,285	\$ 682,219	\$ 1,352,873	\$ 2,487,338
2036	19	\$ 1,316,857	\$ 630,458	\$ 18,343	\$ 40,807	\$ 549,815	\$ 1,574		\$ 185,285	\$ 657,174	\$ 1,353,719	\$ 2,557,853
2037	20	\$ 1,333,673	\$ 638,509	\$ 18,577	\$ 44,008	\$ 592,952	\$ 1,572		\$ 185,285	\$ 632,744	\$ 1,353,890	\$ 2,629,292
		\$ 18,332,319	\$ 8,776,777	\$ 255,357	\$ 341,648	\$ 4,603,251	\$ 25,219	\$ 6,176,150	\$ 1,389,634	\$ 7,216,903	\$ 14,960,415	\$ 32,334,569
								\$ 7,565,784				

* For a more detailed breakdown of the Benefit-Cost Analysis, see the Appendix & attachment "Dunlap_TIGER_Benefit Cost Analysis_2016.xlsx"

³ Hours at \$16.00 per hour for an average of All Purpose Intercity Travel (\$19.00) and All Purpose Local Travel (\$13.00). From TIGER Benefit-Cost Analysis (BCA) Resource Guide.

⁶ Value of Injury is based on KABCO-AIS Data Conversion Table that shows one accident with unknown severity with a value of \$170,403.96. See appendix for table.

⁶ Total Value of Property Damage Crashes Prevented was based on a \$3,927 value per vehicle. From TIGER Benefit-Cost Analysis (BCA) Resource Guide.

¹⁰ Health Benefits of Additional Bicycling = Bicycles Utilizing Project * 1.6 miles/day (total new bike lanes) * \$0.19/mile (Incorporating Health Objectives Into Transportation Planning by Todd Litman.) * 365 days/year

¹² Health Benefits of Additional Bicycling = Bicycles Utilizing Project * 1.6 miles/day (total new sidewalks) * \$0.48/mile (Incorporating Health Objectives Into Transportation Planning by Todd Litman.) * 365 days/year

¹⁶ Undiscounted CO₂ Costs @ 3% Avg SCC / (1.03^{Project Year})

¹⁷ See Opinion of Probable Cost (OPC) Spreadsheet

¹⁸ 2022-2026=Initial Costs * 0.005; 2027-2031= Initial Costs * 0.01; 2032-2037 = Initial Costs * 0.03

¹⁹ Total Value of Time Saved + Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional

²⁰ Undiscounted Non-CO₂ Benefits/(1.07^{Project Year})

²¹ Undiscounted Non-CO₂ Benefits/(1.03^{Project Year})

²² 7% NPV Non-CO₂ Benefits + NPV CO₂ Costs @3% Avg SCC

²³ 3% NPV Non-CO₂ Benefits + NPV CO₂ Costs @3% Avg SCC

²⁴ Total Gross Benefits = Total Value of Time Saved + Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional Walking + NPV CO₂ Costs @ 3% Avg SCC

BENEFIT	
Travel Time Savings	\$ 18,332,319
Safety Savings	\$ 8,776,777
Property Damage Prevention Sav	\$ 255,357
Bicycling Health Savings	\$ 341,648
Walking Health Savings	\$ 4,603,251
Emissions Savings	\$ 25,219
TOTAL BENEFIT	\$ 32,334,569

COST	
TIGER Funding Request	\$ 5,558,535.00
Local Match (10%)	\$ 617,615.00
TOTAL COST	\$ 6,176,150.00

Benefit : Cost = 5.24 : 1



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Qualifications & Availability of Staff

Farmer | Morgan started as an urban planning and municipal redevelopment firm. The firm originally offered boutique services of urban infill redevelopment and downtown revitalization. Today, Farmer | Morgan has expanded their approach to be comprehensive in nature to serve our clients in a cradle to cradle fashion. The firm desires to maintain the founding methodology that provides a unique relationship with its clients. In order to do this and expand into growing markets, Farmer | Morgan selects projects that offer unique challenges and opportunities for multidisciplinary collaboration. This collaboration provides for a comprehensive approach that produces successful projects. Farmer | Morgan is composed of two principles from which project management and design development are directed, two planning and design associates, a civil engineer, and a construction manager.

Benjamin Farmer is Principal & Managing Partner of Farmer | Morgan and provides an expertise in urban planning and municipal redevelopment of underutilized public space. Ben has a sound understanding of governmental financing and project funding. He has experience in regional and local municipal planning coupled with hands on practice in construction management and construction inspection. He carries the Tennessee General Contractors License for the firm and oversees construction management efforts for Farmer |Morgan. Ben has completed required TDOT certifications for A&E consulting services as well as CEI consulting services. Ben is TDEC, Erosion Prevention and Sediment Control, Level I and Level II certified. Ben received his Master of Landscape Architecture and Master of Community Planning Degrees from the College of Architecture, Design and Construction at Auburn University. He is the Past Chair of the Master of Landscape Architecture Advisory Council and also served on the Master of Community Planning Advisory Council at Auburn. Ben resides with his wife and three children in Pikeville, Tennessee.

Randall Morgan is Director of Design for Farmer | Morgan and guides design development and project construction for the firm. As Director of Design, Randy combines a unique understanding of the fundamental principles of city planning with the cutting edge practices of landscape architecture. Randy's unique ability to create landscapes that succeed as both social spaces and environmental systems is grounded in his capacity to quickly and effectively assess the environmental, cultural, and social significance of a place. This ability results in the design of memorable places that withstand the test of time. Randy graduated from the College of Architecture, Design and Construction at Auburn University with his Master of Landscape Architecture Degree. He is a visiting professor at Auburn University and participates in jury reviews at the University of Tennessee, Knoxville. Randy is a Registered Landscape Architect in the states of Alabama and Tennessee, and a member of the American Society of Landscape Architects. He maintains TDOT certifications to undertake A&E consulting services and CEI consulting services for Farmer | Morgan. He is the co- founder of the Nashville Street Life Project and a graduate of the Form Based Institute. Randy resides in Nashville, Tennessee with his wife and two children.

As Associate Project Designer for Farmer|Morgan, LLC, Will Hargrove has experience in private and public sector landscape and urban design, regional and urban planning, and construction management / inspection.



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Mr. Hargrove specializes in urban design and planning for small to medium municipalities, managing complex construction budgets, and graphic design, layout, and editing of final document deliverables. He has extensive experience managing federally and state funded planning and design projects in Tennessee and Alabama, including coordinating permitting and administrative project duties. Mr. Hargrove has contributed to various project types including Redevelopment Plans, Landscape Master Plans, Business Plans, Management Plans, Feasibility Studies, Greenway Design and Planning, Streetscape Design, and Residential Landscape Architecture. He has also contributed to the grant development and administration of multiple community development projects funded by various state and federal agencies, such as USDOT/TIGER, TDEC/LPRF (Local Parks & Recreation), TDEC/RTP (Recreational Trails Program), TDOT/Multimodal Access Grant, TDOT/TAP (Transportation Alternatives Program), and ARC (Appalachian Regional Commission). He holds numerous certifications in Construction, Engineering, and Inspections (CEI) from the Tennessee Department of Environment and Conservation (TDEC) and the Tennessee Department of Transportation (TDOT). Mr. Hargrove received his Master of Landscape Architecture from Auburn University and is a member of the Sigma Lambda Alpha Landscape Architecture Honor Society and the American Society of Landscape Architects. Mr. Hargrove resides in Nashville, Tennessee with his wife, Maggie.

Jo Beth Gleason holds master's degrees in Landscape Architecture from Auburn University and Political Science from University of Alabama Huntsville. This diverse background has allowed her to work at a variety of scales, from large-scale regional planning projects, community and district-wide plans to small-scale urban design, streetscaping and site plans for both public and private sector clients. Before working at Farmer-Morgan, Jo Beth was an Associate Planner at the Top of Alabama Regional Council of Governments, where she was project manager on a number of economic development and community planning projects across North Alabama. She has also worked at architecture firms in the Huntsville and Birmingham area where she assisted with various built projects ranging from residential, commercial, and municipal design projects, including historic rehabs, HUD Affordable Housing design, streetscape improvement projects, and the Railroad Park project in downtown Birmingham. Jo Beth has knowledge and experience in downtown revitalization, comprehensive and community planning, environmental design and construction (including design-build residential and neighborhood green infrastructure/stormwater and wastewater management systems), streetscape and urban design projects, as well as design construction documents for grading, landscape, and site plans, floor plans and elevations, and digital and hand-drawn renderings for commercial and residential clients. Jo Beth holds affiliations with the American Society of Landscape Architects (ASLA), the American Planning Association (APA), the MLA Advisory Board for Auburn University, and the Phi Kappa Phi National Honor Society. Jo Beth resides in Huntsville, Alabama with her husband and son.

James Nyquist holds a Bachelor of Science in Civil Engineering from University of Kentucky and a Master of Business Administration from University of Kentucky Gatton College of Business and Economics. He is a licensed Professional Engineer in the states of Alabama and Kentucky. As project engineer and project manager on many large-scale industrial and infrastructure projects in Tennessee, Kentucky, and North Carolina, James brings a comprehensive perspective to the design and construction process, seeing the project



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through from plans to implementation. He has coordinated activities between design, subcontractors, and site teams on a number of projects for hospital facilities and manufacturing headquarters, working with the owner and design team through the design process. He has managed large teams to complete site work, architectural, structural, and mechanical, electrical, and plumbing, as well as managing change order estimates, budget and scheduling, and preparing bid packages for project buyout. James lives in Nashville, Tennessee with his wife and two children.

Scott Strength joined Farmer | Morgan in August of 2017 as a Construction Manager/Inspector. Scott is a graduate of the Building Science (BSCI) program in the CADC at Auburn University with a Bachelors in Building Construction. Scott also studied Construction Engineering at the University of Alabama, Tuscaloosa, where he received the Capstone Engineering Scholarship in 2011. Scott has advanced knowledge of construction management processes, means and methods as well as conducting inspection and material acceptance testing. Mr. Strength understands all facets of the construction process and has an expert knowledge of building products, construction details and relevant rules, regulations and quality standards. Scott is proficient in construction management software packages and the integration of CAD software into construction estimating and modeling that informs client decisions. Scott has project management experience working on projects in the Alabama and Tennessee area. Scott is a member of Sigma Alpha Lambda National Honor Society. Scott lives in Pikeville, Tennessee.

Qualifications

The firm employees carry multiple professional association designations as well as State of Tennessee certifications related to Construction Site Inspection, Materials Testing, TDEC Level 1 and Level 2 as well as OSHA and Title VI training.

CLOSING REMARKS

Farmer | Morgan appreciates the opportunity to propose our services to you. Should you have any questions after reviewing this letter of interest or if we may be of additional service, please do not hesitate to contact us at your convenience.

Very truly yours,



Benjamin Farmer, ASLA, AICP

Principal-Managing Partner

Farmer | Morgan, L.L.C.

TN. GC: 0064917

423-447-2529; O

334-444-2893; M

480-393-5718; F

bfarmer@farmermorgan.com



FARMER | MORGAN

NASHVILLE

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HUNTSVILLE

•

PIKEVILLE

ORDINANCE NUMBER 2017-

AN ORDINANCE TO CREATE RULES AND REGULATIONS FOR SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT

WHEREAS, scientific studies have found that tobacco smoke is a major contributor to air pollution; and

WHEREAS, scientific studies, including studies conducted by the Surgeon General of the United States, have shown that breathing secondhand smoke is a significant health hazard; and

WHEREAS, the Mayor and Board of Aldermen find and declare that the purposes of this ordinance are to protect the public health and welfare of its citizens by prohibiting smoking in public places and places of employment;

WHEREAS, the City originally enacted Ordinance No. 2008-8, dated August 19, 2008, and codified in Chapter 82 - Offenses and Miscellaneous Provisions, Article IV - Smoking in Public Places and Places of Employment, Municode Sections, 82-91 through 82-99;

WHEREAS, the original ordinance has achieved the stated goals, and the Mayor and Board of Aldermen wish to continue the prohibition of smoking in public places and places of employment with no provision for automatic repeal; and

WHEREAS, since the original passage of the smoking ordinance there have been technological changes to the ability to obtain nicotine byproducts that contribute negatively to the environment and have the same characteristics of secondhand smoke.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that the City's original smoking ordinance shall be amended as follows (*amendments are in italics*):

Section 1: Definitions

"Airport Area" means any area within the secured, fenced area of the Starkville George M. Bryan field located within the city limits of the City of Starkville.

"Alternative nicotine product" means "(1) An electronic cigarette; or (2) Any other product that consists of or contains nicotine that can be ingested into the body by chewing, smoking, absorbing, dissolving, inhaling or by any other means."

"Bars" means any premises where non-alcoholic or alcoholic beverages are sold or consumed.

"Business" means any sole proprietorship, partnership, joint venture, corporation or other business entity formed for profit-making purposes, including retail establishments, where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural or other professional services are delivered.

"Childcare facility" means any state licensed childcare facility including, but not limited to licensed family daycare or licensed group daycare centers, licensed day camps, certified school-age programs and Head Start programs.

"City buildings" means all City-owned and operated buildings and those portions of buildings leased and operated by the City.

“Common areas of buildings” means all areas not part of a tenant’s leased premises, including but not limited to lobbies, community rooms, hallways, laundry rooms, stairwells, elevators, enclosed parking facilities, pool areas, and restrooms contiguous thereto.

“Electronic cigarette” means “an electronic product or device that produces a vapor that delivers nicotine or other substances to the person inhaling from the device to simulate smoking, and is likely to be offered to, purchased by, consumers as an electronic cigarette, electronic cigar, electronic cigarillo or electronic pipe.”

“Employee” means any person who is employed by an employer for direct or indirect monetary wages or profit, including those full time, part-time, temporary or contracted for from a third party; employee also means any person who serves as a volunteer for a business or nonprofit entity.

“Employer” means any person, partnership, limited liability company, corporation, or other entity, including a public or non-profit entity that employs the services of one (1) or more individual persons.

“Enclosed Area” means all space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from floor to ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, ‘other landscaping’ or similar structures.

“Entrance” means a doorway and adjacent area which gives direct access to a building from a contiguous street, plaza, sidewalk or parking lot.

“Hotel and motel” means any commercial establishment that offers rooms that contain a bed and toilet facilities to the general public for rent that is not an apartment complex or home.

“Mall” means an enclosed, indoor are-l’ containing common areas and discrete businesses primarily devoted to the retail sale of goods and services.

“Place of employment” means an enclosed area controlled by the employer, which employees normally frequent during the course of employment, including, but not limited to, work areas, employee lounges and restrooms, conference and classrooms, employee cafeterias and hallways. A private residence is not a ‘place of employment’ within the meaning of this ordinance unless used as a childcare facility.

“Private Club” means a facility owned or operated by an association or corporation, which does not operate for pecuniary gain or have regular employees. Affairs and management of the organization are conducted by a Board of Directors, Executive Committee, or similar body chosen by the members at an annual meeting. The organization has established by-laws and/or a constitution to govern its activities. The organization has been granted an exemption from the payment of Federal Income Taxes as a Club under 26 U.S.C. Section 501. Entry into and use of a private club is restricted to members only. When a private club is open to the public, it does not meet this definition.

“Private residence” means premises owned, rented or leased for temporary or permanent habitation.

“Public place” means any enclosed area to which the public is invited or in which the public is permitted. A private residence is not a public place.

“Restaurants” means any eating establishment, which gives or offers for sale food to the public, guests or employees, as well as kitchens and catering facilities in which food is prepared on the premises for serving elsewhere. The term shall include a bar area within the restaurant.

“Smoking” means to smoke or carry a lighted pipe, cigar, cigarette, nicotine dispensing or tobacco-related products in any form.

“Sports Arena or Venue” means sports pavilions, stadiums, gymnasiums, health spas, boxing arenas, swimming pools, roller and indoor ice rinks, and bowling centers.

Section 2: Smoking Prohibited in Indoor Public Places

Except as otherwise provided, it shall be unlawful for any person to smoke in indoor public places, including but not limited to the following:

- a. Childcare facilities.
- b. City buildings including airport facilities, libraries, museums and publically supported facilities.
- c. Common areas in bed and breakfast establishments, hotels and motels.
- d. Elevators and enclosed stairwells.
- e. Health care facilities.
- f. Indoor shopping malls.
- g. Places of employment.
- h. Polling places.
- i. Public forms of transportation, including but not limited to motor buses, taxicabs, or other public passenger vehicles.
- j. Public bus and transfer point shelters.
- k. Retail stores.
- l. Enclosed, indoor areas of restaurants and bars.
- m. Self-service laundry facilities.
- n. Service lobbies, waiting areas, and the common areas open to the public of financial institutions, businesses and professional offices, and multi-unit commercial facilities.
- o. Indoor sports arenas and venues.
- p. Waiting rooms, hallways, rooms in offices of any physician, dentist, psychologist, chiropractor, optometrist or optician, or other medical services provider.

Section 3: Exceptions

The following areas shall not be subject to the smoking restrictions of this ordinance:

- a. Bed and breakfast, hotel and motel rooms that are rented to guests and are designated as smoking rooms.
- b. Private clubs.

Section 4: Smoking Prohibited in Certain Outdoor Areas

It shall be unlawful for any person to smoke in certain outdoor areas:

- a. Immediately preceding or blocking the entrance and/or exit of an area where smoking is prohibited.
- b. Attached areas of restaurants that are covered or partially covered with more than 50% of the perimeter of the outside area walled or otherwise closed to the outside.
- c. Seating areas of outdoor sports arenas and venues.
- d. All airport areas that are within the security fencing of the George M. Bryan field in the City of Starkville, Mississippi.

Section 5: Signage

- a. Signs prohibiting smoking shall be posted conspicuously at the primary entrance of the premises by the proprietor, employer or other person in charge of the building.
- b. Signage shall include the international no smoking symbol and be no smaller than 2"x2".
- c. It shall be unlawful for any person to remove, deface, or destroy any sign required by this ordinance, or to smoke in a place where any such sign is posted.

Section 6: Proprietor's Responsibilities

- a. The proprietor, employer or other person in charge of premises regulated hereunder, upon either observing or being advised of a violation, shall advise the smoker of this ordinance and request that they extinguish their cigarette or tobacco product and refrain from smoking.
- b. The proprietor, employer or other person in charge of premises, shall post signage as required by this ordinance.
- c. The proprietor, employer or other person in charge of premises, shall not provide ashtrays in areas where smoking is prohibited.

Section 7: Enforcement

- a. The Chief of Police or designee, shall have the power, whenever they may deem it necessary, to enter upon the premises named in this ordinance to ascertain whether the premises are in compliance with this ordinance. Enforcement will be through issuance of a summons and complaint.
- b. Any person who desires to register a complaint under this ordinance may contact the City Police Department.

Section 8: Violations and Penalties

- a. Any person who violates any provision of this ordinance may be subject to a fine of no more than fifty dollars (\$50) for the first offense and no more than two hundred and fifty dollars (\$250) for the second and all subsequent offenses on a per incident basis. This offense is *subject to the jurisdiction of the city municipal court.*
- b. The Board of Aldermen shall suspend or revoke any business license or permit issued by the City for three (3) or more violations of this ordinance involving the licensed premises within a twelve (12) month period.

Section 9: Jurisdiction Clause

This ordinance shall be subject to all other governmental jurisdictions rules and regulations and laws pertaining to smoking.

Section 10: Severability

The provisions of this Ordinance shall be separable and the invalidity of any of its sections shall not affect the remaining sections.

Section 11: Repeal of Ordinance

This Ordinance Number 2017-____ shall remain in effect until repealed or replaced by the City of Starkville Board of Aldermen.

The Clerk is directed to cause this Ordinance to be published one time in the Starkville Daily News and to obtain proof of publication thereof.

UPON MOTION of Alderman _____ seconded by Alderman _____
the aforesaid Ordinance was put to a roll call vote with the Aldermen voting as follows:

Ben Carver	Voted: _____
Sandra Sistrunk	Voted: _____
David Little	Voted: _____
Jason Walker	Voted: _____
Patrick Miller	Voted: _____
Roy A'. Perkins	Voted: _____
Henry Vaughn, Sr.	Voted: _____

ORDAINED AND ADOPTED this the ____ day of _____, A. D., 2017 at the Regular/Recess Meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: October 3, 2017

PAGE: 1 of 6

SUBJECT: Consideration of approving the planning and design services proposal by Dalhoff-Thomas for implementing the parks master plan for the Sportsplex and McKee park.

AMOUNT & SOURCE OF FUNDING: \$45,500.00 from capital improvement (2%) park funds

FISCAL NOTE: Funds are available in the 2% capital expenditure line item

AUTHORIZATION HISTORY: The previous board authorized and approved the park master plan and this action allows for the next step in the process of implementing those recommendations and furthering the gathering of data for such implementation.

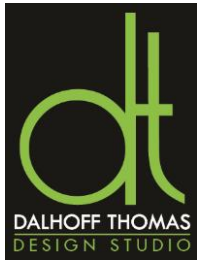
**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Mayor Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill @ 323-2525, Alderman Walker @ 662-617-0130

SUGGESTED MOTION:

Move approval of authorizing the mayor to sign the agreement for the scope of services as proposed by Dalhoff-Thomas in the site improvement plan.



6465 North Quail Hollow Road | Suite 401
Memphis, Tennessee 38120
901.646.5070

720 North Lamar Boulevard | Suite A
Oxford, Mississippi 38655
662.550.5545

dt-designstudio.com

September 29, 2017

Mayor Lynn Spruill
City of Starkville
110 West Main Street
Starkville, Mississippi 39759

**RE: STARKVILLE SPORTSPLEX & MCKEE PARK
SITE IMPROVEMENT PLAN
STARKVILLE, MISSISSIPPI**

Dear Mayor Spruill,

We appreciate the opportunity to continue as part of your Design Team for the City of Starkville parks improvements, and to submit this proposal to provide the following professional Scope of Services for the above-mentioned parks. Dalhoff Thomas design studio can provide a full range of planning and design services needed to complete the proposed tasks of this proposal.

The distinct phases and components of our services for this Project have been delineated so that we both understand the Scope of Services to be provided, along with the cost for those services. Dalhoff Thomas design studio can perform all components of this proposal (unless noted), and if other services are requested, a cost for those additional services can be provided at the time requested.

Planning and design services are lump sum based for the Scope of Services indicated. This proposal does include expenses such as printing, copying, travel time and expenses, and delivery services.

SCOPE OF SERVICES

PHASE I – PRE-PLANNING

The preparation of Base Mapping will provide an in-depth inventory of the property and surrounding area, allowing Dalhoff Thomas to properly analyze the subject properties, build upon the City's Site Programming, and prepare for Conceptual Site Improvement Plans. Pre-Planning Base Map line work will include Site Survey information and any available linework from governmental sources.

A. SITE SURVEY & PLANNING EXHIBIT (City of Starkville Properties only)

Provided by Neel-Schaffer

- a. Property Boundary
- b. Structures & Man-Made Features
 - Sidewalks & Plaza Areas
 - Fencing
 - Lighting
 - Buildings
 - Parking Areas
- c. Identifiable Utilities
- d. Rights-of-way and Edge-of-pavement
- e. Other Identified Elements, as needed

urban planning | landscape architecture | parks + recreation

B. BASE MAPPING

- a. Aerial Background
- b. Site Boundaries
- c. Existing Utilities, Infrastructure & Easements (if available)
- d. Existing Vehicular Circulation
- e. Existing Pedestrian Circulation
- f. Existing Recreational Facilities & Elements

C. SITE INVENTORY & ANALYSIS

The site and surrounding properties will be analyzed from inventory compiled during the Comprehensive Master Planning process and from Base Mapping to help determine the best location and arrangement of recreational facilities and elements, circulation, etc. as Conceptual Site Improvement Plans are developed.

- a. Inventory Existing Features
 - i. On-Site Features
 - ii. Off-Site Features
 - iii. Site Photography
- b. Elements of Environmental Impact
- c. Site Analysis
 - i. Development Constraints
 - ii. Development Opportunities

D. PROGRAMMING

The Programming phase establishes an outline of recreational facilities and elements, circulation elements, and other identified uses and elements that will be implemented as the Conceptual Site Improvement Plan is developed. This Phase will be a collaboration effort amongst the Design Team and the City of Starkville staff, and will be based on in large part the Comprehensive Master Plan.

- a. Recreational Uses
 - i. Athletic Fields
 - Youth Baseball
 - Youth Softball
 - Adult Softball
 - Youth Football
 - Youth Soccer
 - Other
- b. Vehicular Circulation
 - i. Points of Access
 - ii. Access Drives
 - iii. Parking
- c. Pedestrian Circulation
 - i. Points of Access
 - ii. Spectator Areas
 - iii. Trails & Greenways
- d. Other Identified Uses and Elements of Importance

PHASE II – CONCEPTUAL SITE IMPROVEMENT PLAN

The Conceptual Site Improvement Plan Phase will produce a series of conceptual illustrations in accordance with the information and findings of the Site Inventory and Analysis, Development Programming, Comprehensive Master Plan, and Character Imaging.

A. CONCEPTUAL SITE IMPROVEMENT PLAN

- a. Recreational Uses
 - i. Athletic Fields
 - Youth Baseball
 - Youth Softball
 - Adult Softball
 - Youth Football
 - Youth Soccer
 - Other
- b. Vehicular Circulation
 - i. Points of Access
 - ii. Access Drives
 - iii. Parking
- c. Pedestrian Circulation
 - i. Points of Access
 - ii. Spectator Areas
 - iii. Trails & Greenways
- d. Other Identified Uses and Elements of Importance

PHASE III – SITE IMPROVEMENT PLAN

The Site Improvement Plan will produce a refined and rendered electronic graphic illustration of recreational uses, structures, vehicular and pedestrian circulation networks, and other uses identified throughout Phases I and II. This Plan document will be a reproducible color document. The Site Improvement Plan will be set up to be used as a transition to Construction Documentation.

A. SITE IMPROVEMENT PLAN DOCUMENT

- a. Recreational Uses
 - i. Athletic Fields
 - Youth Baseball
 - Youth Softball
 - Adult Softball
 - Youth Football
 - Youth Soccer
 - Other
- b. Vehicular Circulation
 - i. Points of Access
 - ii. Access Drives
 - iii. Parking
- c. Pedestrian Circulation
 - i. Points of Access
 - ii. Spectator Areas

- iii. Trails & Greenways
- d. Other Identified Uses and Elements of Importance
- e. Identified Improvement Options

PHASE IV – PRELIMINARY COST ESTIMATE

A cost estimate will be prepared by that will include construction costs for the improvements recommended within the Site Improvement Plan.

COST FOR SCOPE OF SERVICES

PHASE – PRE-PLANNING

- SITE SURVEY
- BASE MAPPING
- SITE INVENTORY & ANALYSIS
- PROGRAMMING

PHASE II – CONCEPTUAL SITE IMPROVEMENT PLAN

- COLLABORATIVE DESIGN CHARRETTE
- CONCEPTUAL SITE IMPROVEMENT PLAN

PHASE III – SITE IMPROVEMENT PLAN

- SITE IMPROVEMENT PLAN ILLUSTRATION

PHASE IV – PRELIMINARY COST ESTIMATE

DALHOFF THOMAS DESIGN STUDIO - COST FOR SERVICES	\$ 26,500.00
* SITE SURVEY (NEEL-SCHAFER)	\$ 19,000.00
<i>* Site Survey is a maximum, not-to-exceed cost. Neel-Schaffer will perform services on an hourly basis and will only bill for the man-hours accrued during Site Survey work.</i>	
TOTAL COST FOR SERVICES	\$ 45,500.00

OPTIONAL ADDITIONAL SERVICE:

PERSPECTIVE 3D RENDERINGS	\$ 5,200.00
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The Perspective 3D Renderings (3 images) would provide the City of Starkville with high-quality marketing material for the proposed Site Improvement Plans. The Renderings would be computer-generated and would provide a visual representation for citizens, visitors, and prospective tournament attendees. If added, Total Cost for Services would be \$ 50,700.00.

THIS SCOPE OF SERVICES DOES NOT INCLUDE:

- Architectural Services
- Civil Engineering Services
- Traffic Impact Study
- Environmental Study
- Construction Documents & Specifications
- Economic Impact Study
- Utility Impact Study

DALHOFF THOMAS design studio hourly rates are as follows:

Principal	\$ 170.00
Planner/Landscape Architect III	\$ 110.00
Planner/Landscape Architect II	\$ 100.00
Planner/Landscape Architect I	\$ 80.00
Designer	\$ 70.00

Hourly rates are subject to change with a thirty (30) day prior notice

It is recognized that you may request additional services and if so desired, additional cost can be mutually agreed upon at the time requested.

We will bill you monthly until completion of the project (or upon completion of the project). Payment is due by the 15th of each month. Interest in the amount of 1.5% per month on the outstanding balances (18% per annum) will be assessed the contracting party after the payment due date. Payments to *Dalhoff Thomas design studio* by the Client are expected monthly and are not connected to property purchases, loan approvals, or project approvals of any kind. All persons and companies addressed in this proposal are recognized as the contracting party and are liable for any outstanding balances. In the event of breach or non-payment, the contracting party agrees to pay reasonable expenses of enforcement including attorney fees and costs. Venue for enforcement of this Agreement shall be in Shelby County, Tennessee.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, *Dalhoff Thomas design studio* will be paid for all services rendered to the date of termination and all reimbursable expenses.

The fees shown in this proposal are based on the Owner and/or Client agreeing to limit the Professional's liability for all planning services to the Owner and/or Client, all construction contractors, and subcontractors on the project, due to any Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Professional to all those named shall not exceed the Professional's total fee for services rendered on the project.

The parties hereto agree that *Dalhoff Thomas design studio* will be held harmless from any claims existing and future that may come from the use of any information including Boundary and Topographic Survey furnished to *Dalhoff Thomas design studio* by the Owner or others.

This proposal represents the entire understanding between you "Contracting Party" and us "Dalhoff Thomas design studio" in respect to the "Project" and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this copy of the Proposal Agreement in the space provided below and returning it to *Dalhoff Thomas design studio*.

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

Dalhoff Thomas design studio



Dean Thomas, PLA

Principal, Landscape Architect



Mike Hammond, PLA

Senior Associate, Landscape Architect

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY: _____

Mayor Lynn Spruill -or- City of Starkville Representative

Date



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: October 3, 2017
PAGE: 1

SUBJECT: Request approval of the Keesling Aircraft Rental and Training, LLC Flight School Agreement for Flight School Training at George M. Bryan Field, Starkville MS

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: Approved by the Airport Board on July 24, 2017

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to approval the Keesling Aircraft Rental and Training, LLC Flight School Agreement for Flight School Training at George M. Bryan Field, Starkville MS

STARKVILLE MUNICIPAL AIRPORT

GEORGE M. BRYAN FIELD

Keesling Aircraft Rental and Training, LLC Agreement

This agreement is entered into this the 19th day of July, 2017 by and between Starkville Municipal Airport, George M. Bryan Field, ("Lessor"), established pursuant to "Municipal Airport Law," Mississippi Codes 61-5-1 through 61-5-49, and owned and operated by the City of Starkville, Mississippi, and Keesling Aircraft Rental and Training, LLC ("Lessee"), for the purpose of the Lessee establishing and operating a Flight Training business.

In addition the parties agree to the following:

1. Lessor leases to Lessee a part of Starkville Municipal Airport on George M. Bryan Field, consisting of designated office and training spaces therein and use of one tie down space on the ramp as designated for Lessee's owned or controlled aircraft utilized exclusively for Lessee's flight training business. Lessee agrees to pay Lessor on or before the tenth (10th) of each month the sum of \$50.00 per month in return for the designated office and training spaces therein and one tie down space on the ramp to support an Aircraft Rental and Flight Training business at George M. Bryan Field. A report must be attached with each monthly payment listing each part time and full time employee of Lessee including their hire and/or termination date, title, responsibilities and duties.
2. A sketch attached hereto as "Exhibit A," and made a part hereof, shows all property described under this lease. Lessor and Lessee understand that this agreement does not grant an exclusive right to Lessee for any services described herein. Other areas of George M. Bryan Field are available on an equal basis to other qualified Flight Training businesses.
3. This lease is for a term of twelve (12) months, commencing on July 19, 2017 and terminating on July 18, 2018, with a yearly option to renew on terms agreeable to the parties.
4. Lessor leases said premises to Lessee solely for Lessee's use and purpose of conducting the business of "Flight Training" as described in the "Minimum Standards" for Fixed Base Operators as adopted by the City of Starkville on or about March 1, 2016, a copy of which is attached hereto as "Exhibit B."
5. Lessee agrees to operate the leased premises for the use and benefit of the public and furnish all services on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair and reasonable prices for each unit or service. Lessee shall file a list of all aircraft rental and flight training rates charged with Lessor and keep said file updated at such time a change is made. All services offered by the Lessee shall be performed with promptness and courtesy. Notwithstanding anything to the contrary, nothing contained herein shall be construed to authorize the granting of exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act of 1968, as amended. Lessee further agrees to keep the leased premises in a neat and orderly manner, free of offensive or dangerous materials and conditions.
6. Lessee shall be responsible for its actions and the actions of its employees, agents and/or representatives. Lessee shall assume the defense, hold harmless, and fully indemnify Lessor, and the City of Starkville, Mississippi, from any and all claims, suits, judgements, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to Lessee's use of the leased

premises. This indemnification provision shall survive the termination of this lease agreement. However, Lessee will not be responsible for the negligence of Lessor, its employees, agents, and/or representatives.

7. Lessee shall, at its sole expense, maintain and keep proof on file with the lessor the following insurance: public general liability with minimum limits of \$1,000,000; statutory limits for workers compensation (if applicable); employers liability with minimum limits of \$1,000,000; commercial general liability with minimum limits of \$1,000,000; personal injury and/or death with minimum limits of \$1,000,000; medical coverage with minimum limits of \$ 100,000 per person; and fire liability with minimum limits of \$1,000,000. All such insurance shall be issued by a carrier that is licensed to do business in the State of Mississippi and shall name Lessor and the City of Starkville, Mississippi as additional insureds on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Lessor and City of Starkville, Mississippi. Proof of such insurance shall be presented to Lessor and the City of Starkville, Mississippi prior to execution of this lease, as an express condition and requirement of it. Such insurance shall not be cancelled without at least thirty (30) days written notice thereof being given to Lessor. Cancellation of any of the required insurance under this lease provides grounds for the Lessor to immediately cancel and revoke this lease.
8. Lessor agrees that Lessee shall have the right to subcontract or assign the whole or any part of Lessee's rights and privileges under this lease by providing ninety (90) day prior written request to Lessor of such agreement or subcontract and receiving written approval from Lessor prior to such assignment or subcontract. Lessor reserves the right to reject any such assignment or subcontract for any reason or no reason. Lessee expressly understands and agrees that the subcontracting or assigning of any or all of Lessee's rights and privileges under this lease shall in no way relieve Lessee of any obligation, responsibility or liability imposed by this lease unless so agreed to in writing by Lessor.
9. In the event that any terms of this lease conflict with any conditions, restrictions, rules, or regulations promulgated or contracted by the United States Government or any department or agency thereof having jurisdiction over said airport, or by the Aeronautics Division of the Mississippi Department of Transportation, such conditions, restrictions, rules or regulations of these governments or governmental agencies shall control.
10. The Lessee, for itself, its members, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; and (b) that Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federal-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights act of 1964, and as said regulations may be amended.
11. Lessee expressly agrees that: (a) it is an independent contractor and is not an agent, employee, or representative of Lessor or the City Of Starkville, Mississippi; (b) that neither the individual members of the Starkville/Oktibbeha County Airport Board, nor Airport Manager, nor the Mayor and Board of Aldermen of the City of Starkville, nor the Oktibbeha County Board of Supervisors, shall be charged personally with any liability under any covenant of this lease or because of any breach thereof.
12. Lessor and Lessee agree and understand that notwithstanding any of the foregoing terms and conditions of this lease, that Lessor or Lessee shall have the absolute right to terminate this lease upon ninety (90) days written notice to the other party.

13. This lease constitutes the entire agreement between the parties hereto. Representations or statements not contained herein shall be valid only if in writing, as an addendum to this agreement and signed by all parties.
14. This agreement shall be construed according to the laws of the State of Mississippi, the venue and jurisdiction of any action to enforce or construe this agreement shall be vested exclusively in the State courts of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Eastern Division, as the case may be.
15. Should Lessee desire to make modifications at Lessee's expense to any leased property, all plans and plan specifications for the modifications must be approved in writing before any modifications are started by Lessee. Neither the Lessor, nor the City of Starkville, Mississippi, shall not be liable for payment of any cost or expense incurred or the quality of any workmanship or materials acquired as a result of any modifications. The Lessee agrees to indemnify and hold Lessor, and the City of Starkville, Mississippi, harmless from any and all liabilities, damages, and/or penalties and any costs, expense, or claims of any kind or nature including, but not limited to attorney's fees, arising out any modifications, and said indemnification shall apply to injury or damage to persons or property. No modification is allowed that will diminish the value of any Lessor owned property or equipment. All modifications made by Lessee or any of its Sub-lessees shall be and become the property of the Lessor upon installation. However, Lessee will not be responsible for the negligence of Lessor, its employees, agents, and/or representatives.

Starkville Municipal Airport, George M. Bryan, ("Lessor")

By: _____ (Print Name)

Its: _____

Keesling Aircraft Rental and Training, LLC ("Lessee")

By: Roger Keesling (Print Name)

Its: Owner

A RESOLUTION ADOPTING FIRST AMENDED MINIMUM STANDARDS FOR FIXED BASE OPERATORS AT THE STARKVILLE MUNICIPAL AIRPORT, GEORGE M. BRYAN FIELD

WHEREAS, the City of Starkville, County of Oktibbeha, being a municipality created under and pursuant to the laws of the State of Mississippi, owns and operates as and through the Mayor and Board of Aldermen, a duly constituted public body of the said City of Starkville, Mississippi, hereinafter referred to as "City," a public airport known as George M. Bryan Field, hereinafter referred to as "Airport"; and

WHEREAS, the City desires that certain aeronautical services and activities be furnished and engaged in for the benefit of the general aviation flying public, operating either as General Fixed Base Operators or Special Fixed Base Operators, depending upon the scope of their operation and activities; and

WHEREAS, the City, in recognition of the statutory prohibition against granting an exclusive right to conduct aeronautical activity on the Airport imposed by Section 308 of the Federal Airport Act and in contractual obligations contained in certain contracts between said City and the United States of America relative to the expenditure of Federal funds for the development and operation of said airport, desires that all such general aviation aeronautical activities be conducted on said Airport in a fair and equitable manner;

WHEREAS, the City, on June 4, 1985, adopted original Minimum Standards for Fixed Base Operators at the Starkville Municipal Airport, George M. Bryan Field by Resolution of the Starkville Board of Aldermen recorded in Minute Book 29, Pages 390-398;

WHEREAS, due to the passage of time and growth of the Airport since the original Minimum Standards were enacted, it has become necessary to revise and update the Minimum Standards for Fixed Based Operators at the Airport.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of The City of Starkville, Mississippi, that said aeronautical services and activities at said Airport shall hereafter be rendered by and engaged in by duly qualified operators, so determined by the hereinafter established standards which are hereby adopted as the "First Amended Minimum Standards for Fixed Base Operators", as follows:

Section 1. APPLICATION PROCEDURES. Any applicant wishing to establish an aeronautical activity on the Airport shall be furnished a copy of these Minimum Standards, as amended, and shall make application in writing to the municipal Airport Board, stating in detail the following:

- a. The name and address of the applicant;
- b. The proposed land use, facility, and/or activity sought;
- c. The names and the qualifications of the principle personnel to be involved in conducting such activity;
- d. The financial responsibility and technical ability of the applicant and operator to carry out the activity sought;

- e. The tools, equipment, services, and inventory, if any, proposed to be furnished in connection with such activity;
- f. The requested or proposed date for commencement of the activity and the term of conducting the same;
- g. The estimated cost of any structure or facility to be furnished, the proposed specifications for same, and the means or method of financing such construction or acquisition of facilities;
- h. The proposed rental fees to be paid to the Airport for use of city owned facilities, services or provided utilities.

Section 2. NOTICE AND HEARING. Upon the filing of such an application with the City Clerk, the application shall be immediately referred to the Airport Board and considered at the next scheduled meeting. If no meeting is scheduled within thirty (30) days from the filing of such application, a meeting shall be called for considering same and notice thereof given to the applicant.

If such application involves conduct of an aeronautical activity for commercial purposes, all other persons then conducting commercial aeronautical activities on said Airport shall also be notified of the filing of such application and the time and place of the Airport Board meeting to consider the same.

Upon consideration of the application, the Airport Board shall determine whether or not the applicant meets the standards and qualifications as herein established and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions, and shall make a written report and recommendation to the Mayor and Board of Aldermen concerning the same.

Upon receipt of written recommendation of the Airport Board, the Mayor and Board of Aldermen shall include said matter upon the agenda of the next regular meeting and, at such meeting or at a subsequent meeting to which it may be passed, shall approve, modify, or reject such recommendations and application and immediately advise the applicant of the disposition in the matter.

Section 3. LEASE OR CONTRACT. Upon approval of any such application as submitted or modified, the Mayor and Board of Aldermen shall cause to be prepared a suitable lease or contract agreement setting forth the terms and conditions under which the fixed base operation shall be conducted. In every instance the lease or contract shall be conditional upon the following:

- a. Each authorized aeronautical activity shall comply with the Minimum Standards. The lease shall refer to and incorporate these Standards by reference. Failure to comply with the Minimum Standards after notification of non-compliance shall constitute grounds for termination or cancellation of the Lease.
- b. Any structures or facility to be constructed or placed upon said Airport shall conform to all safety regulations of the State of Mississippi and the City of Starkville and shall conform to the requirements of current building codes and fire regulations of the City of Starkville; any construction commenced will be

diligently pursued to completion. Performance bonds commensurate with the value of the construction shall be required.

- c. The City shall reserve the right to modify or alter these Standards from time to time; however, any increase or expansion in the Standards shall not apply retroactively to an existing lease but would be applicable at time of renewal or extension or any leasehold term. Minimum Standards changes necessary to address immediate safety issues or to immediately and significantly improve efficiency that are mutually agreed to by both a lessee and the Airport Board can become applicable with a letter of execution signed by both the board president and the lessee and forwarded to the city for approval.

Section 4. STANDARD REQUIREMENTS FOR ALL OPERATORS. Each individual or corporation desiring to conduct aeronautical activities on the airport must satisfy the City:

- a. That the applicant has sufficient management experience and available personnel to conduct the proposed service or activity in an efficient and workmanlike manner.
- b. That the applicant is financially responsible and able to provide the facilities and services proposed.
- c. That the applicant has or can reasonably secure necessary certificates for the Federal Aviation Administration (FAA) or other authority where the same are required for the activity proposed.
- d. That the applicant has or can furnish suitable indemnity insurance or bond to defend, protect, and hold the City harmless from any liability in connection with the conduct of the activity proposed.
- e. The rates or charges for any and all activities and services of such operators shall be determined by the operator, subject to the approval of the Airport Board and the City, and subject, further, to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.
- f. No operator shall be permitted to operate at the Airport without a fully executed lease agreement with the City containing provisions for strict compliance with these minimum standards and regulations and containing such other special provisions as may be determined by the City to be necessary on account of any building or other construction which may be required under such lease or any other special circumstance which may be applicable to such particular operator.
- g. Land use maps approved and duly recorded by the City shall show the present and future fixed base operator's areas on the Airport property, and these land use maps are hereby made a part of these minimum standards the same as if set out in full herein.
- h. All fixed base operators shall abide by and comply with all state, county, and city laws and ordinances, the rules and regulations of the Airport Board and the Board of Aldermen governing such Airport, and the rules and regulations of the Federal Aviation Administration.
- i. All contracts and leases between such operators and the City shall be subordinate to the provisions of any existing or future agreement between the

City of Starkville, Mississippi, and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport properties.

- j. No fixed base operators shall sublease or sublet any premises leased by such operator from the City, or assign any such lease without the prior written approval of the City; any such subletting or assignment shall be subject to all of the Minimum Standards herein set forth.

Section 5. GENERAL FIXED BASE OPERATOR. A General Fixed Base Operator shall be only those individuals, corporations, or firms which are authorized to engage in and furnish aeronautical activities and services which shall include, as a minimum, the following:

- a. Sale and dispensation of aviation gasoline, fuels, and oils.
- b. Aircraft storage consisting of a minimum of two thousand (2,000) square feet of hangar space and tie-down spaces for a minimum of five (5) aircraft.
- c. Adequate and efficient ramp service.
- d. Capability to provide FAA-approved aircraft, engine, and accessory maintenance and to furnish necessary tools and equipment.

Section 6. STANDARDS FOR SPECIFIC AERONAUTICAL SERVICES. In addition to meeting the requirements set forth in Section 4, above, each operator conducting the following specific activities shall meet the requirements set forth below:

- a. Fuel and Oil Sales. Persons conducting aviation fuel and oil sales on the Airport shall be required to provide:
 - 1. Fuel storage equal in capacity to the minimum tank truck load deliverable for avgas and jet fuel, accessible for delivery by approved hard surface other than a taxiway or ramp.
 - 2. Properly trained line personnel on duty at least eight hours Monday thru Friday, 4 hours on Saturday, and on call by readily accessible telephone at other hours during the day or night.
 - 3. Proper equipment for maintaining aircraft tires and struts, changing engine oil, washing aircraft and aircraft windows and windshields, and recharging or energizing discharged aircraft batteries and starters.
 - 4. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.
 - 5. Adequate towing equipment and parking and tie-down area to safely and efficiently move aircraft and store them in all reasonably expected weather conditions.
 - 6. Adequate inventory of at least two brands of generally accepted grades of aviation engine oil and lubricants.

In conducting refueling operations, every operator shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or

other equipment commensurate with the hazard involved in refueling and servicing aircraft.

- b. Aircraft Engine and Accessory Maintenance. All persons operating aircraft engine and accessory maintenance facilities shall provide:
 - 1. Sufficient hangar space to house any aircraft upon which such service is being performed.
 - 2. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance have been completed.
 - 3. Adequate shop space for tools, jacks, lifts and testing equipment to perform top overhauls as required for FAA certification.
 - 4. At least one FAA-certified air frame and engine mechanic available during eight hours of the day, five days per week.
 - 5. Facilities for washing and cleaning aircraft.
 - 6. Storage of aircraft undergoing repair. Aircraft shall not be stored for salvage operations. Any aircraft undergoing repair and to be in a non-airworthy condition in excess of 30 days shall be screened from public view.
 - 7. Separately partitionable space for adequate exhaust fans and fire protection for spray painting if this type of work is performed.
- c. Flight Training. All persons conducting flight training activities shall provide:
 - 1. Instruction available eight hours per day, at least five (5) days per week for single engine land airplanes.
 - 2. Provide the properly equipped and maintained aircraft required to give flight instruction of the kind advertised.
 - 3. Adequate classroom space with proper rest room and seating facilities.
 - 4. Properly certified ground school instruction sufficient to enable students to pass the FAA written examinations for private pilot and commercial ratings.
 - 5. Continuing ability to meet certification requirements of the FAA for the flight training proposed.
 - 6. Adequate public liability and property damage insurance sufficient to protect the operator and the City from any legal liabilities involved.
- d. Aircraft Charter and Taxi Service. Persons operating aircraft charter and taxi service shall provide:
 - 1. Conveniently located and air-conditioned lounge for passengers and airplane crews, together with clean restrooms.
 - 2. Aircraft with properly certificated and qualified operating crews.
 - 3. Adequate public liability, property damage and passenger liability sufficient to protect the operator and the City from any legal liabilities involved.
- e. Aircraft Rental and Sales. Persons conducting aircraft rental and sales activity shall provide:

1. Suitable office space for consummating sales and/or rentals and the keeping of the proper records.
 2. For rental, an airworthy aircraft suitably maintained and certificated.
 3. Adequate facilities for servicing and repairing the aircraft, or satisfactory arrangements with other operators on the Airport for such service and repair.
- f. Agricultural or Medical/Rescue. Persons seeking to provide agricultural or medical/rescue flight services from Bryan shall be required to satisfy the City that:
1. Suitable arrangements have been provided for the safe storage and containment of chemical materials; no poisonous or flammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
 2. The operator shall have available properly certificated aircraft suitably equipped for the services undertaken.
 3. The operator shall make suitable arrangements for servicing the aircraft with adequate safeguards against spillage on runways, taxiways and ramps or disposal of any chemicals by wind to other operational areas of the Airport and in the proper disposal of any used containers of chemicals, medical wastes or medical supplies.

Combination Activities. A person conducting a combination of the specific activities listed above shall not be required to duplicate the requirements of the individual activities but where the requirement of one activity is sufficient to meet the requirement of a separate activity to be conducted, the one facility shall be sufficient to meet both requirements.

Section 7. A SPECIAL FIXED BASE OPERATOR shall be any individual, corporation, or firm which is authorized to engage in one or a combination of services and activities listed in Section 6b through 6f above. Any Special Fixed Base Operator shall be completely governed by the same minimum standards as to any activity or service involved as is herein made applicable to a General Fixed Base Operator at said airport.

Section 8. MAINTENANCE/MANAGEMENT AGREEMENT. Nothing herein contained shall be construed as to limit the right of the City to enter into a contract and agreement with a General Fixed Base Operator which is separate and distinct from his lease agreement with respect to the maintenance and overall supervision of the George M. Bryan Field, the Airport, and designated to operate as the Manager of the Airport.

Alderman Ben Carver moved and Alderman David Little seconded the motion to adopt the foregoing resolution, and the question being put to a vote, the result was as follows:

Alderman Ben Carver

voted: aye

Alderman David Little

voted: aye

Alderman Scott Maynard

voted: aye

Alderman Roy A.' Perkins

voted: aye

Alderman Jason Walker

voted: aye

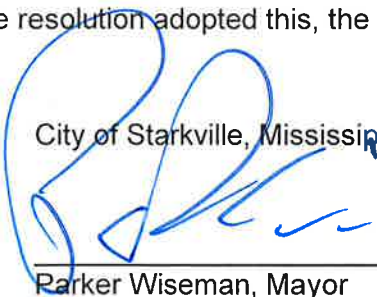
Alderman Lisa Wynn

voted: aye

Alderman Henry Vaughn, Sr.

voted: aye

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 1st day of March, 2016.


City of Starkville, Mississippi

Parker Wiseman, Mayor

ATTEST:



Lesa Hardin, City Clerk



Revised CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 9/18/2017

CERTIFICATE HOLDER:

Starkville Municipal Airport/George M. Bryan Field and
City of Starkville, MS
P.O. Box 1424
Starkville, MS 39760

POLICY HOLDER:

Keesling Aircraft Rental and Training, LLC
216 Robin Drive
Starkville, MS 39759

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: CGL – Airport Premises Liability

Insurance Company: U. S. Specialty Insurance Co.

Policy Number: AP2000479-00

Policy Period: 12/29/2016 to 12/29/2017

Airport Premises Liability –

Combined Single Limit Bodily Injury and Property Damage \$1,000,000 Each Occurrence / \$2,000,000 Aggregate

On Premises Auto Liability \$1,000,000 Each Occurrence

Contractual Liability \$1,000,000 Each Occurrence

Personal and Advertising Injury Liability \$1,000,000 Each Occurrence

Fire Legal Liability \$100,000 Each Occurrence

Medical Expense \$10,000 Per Person

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Starkville Municipal Airport/George M. Bryan Field and City of Starkville, MS are included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

Waiver of Subrogation - The Insurance Company has agreed to waive its' rights of subrogation against Starkville Municipal Airport/George M. Bryan Field and City of Starkville, MS but solely with respect to operations of the Named Insured.

Insurance is Primary and Non-Contributory.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE **30 DAYS WRITTEN NOTICE** TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611

Authorized Signature



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

AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: October 3, 2017
PAGE: 1

SUBJECT: Request approval of the Circle S Flight Training Agreement at George M. Bryan Field, Starkville MS

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE: Approved by the Airport Board on September 25, 2017

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Airport

**DIRECTOR'S
AUTHORIZATION:** Rodney Lincoln

FOR MORE INFORMATION CONTACT: Rodney Lincoln 418-5900

SUGGESTED MOTION: Move to approval of the Circle S Flight Training Agreement at George M. Bryan Field, Starkville MS

STARKVILLE MUNICIPAL AIRPORT

GEORGE M. BRYAN FIELD

Circle S Aviation, LLC Agreement

This agreement is entered into this the ____ day of _____, _____ by and between Starkville Municipal Airport, George M. Bryan Field, ("Lessor"), established pursuant to "Municipal Airport Law," Mississippi Codes 61-5-1 through 61-5-49, and owned and operated by the City of Starkville, Mississippi, and Circle S Aviation, LLC ("Lessee"), for the purpose of the Lessee establishing and operating a Flight Training business.

In addition, the parties agree to the following:

1. Lessee agrees to have on file and update as necessary a listing of each part time and full-time employee of Lessee including their hire and/or termination date, title, responsibilities and duties.
2. Lessor and Lessee understand that this agreement does not grant an exclusive right to Lessee for any services described herein. Unrestricted areas of George M. Bryan Field are available on an equal basis to all qualified and approved Flight Training businesses.
3. This lease is for a term of twelve (12) months, commencing on _____, _____ and terminating on _____, _____, with a yearly option to renew on terms agreeable to the parties.
4. Lessor agrees to conduct the business of "Flight Training" as described in the "Minimum Standards" for Fixed Base Operators as adopted by the City of Starkville on or about March 1, 2016, a copy of which is attached hereto as "Exhibit A."
5. Lessee agrees to operate a business for the use and benefit of the public and furnish all services on a fair, equal, and non-discriminatory basis to all users thereof, and to charge fair and reasonable prices for each unit or service. Lessee shall file a list of all aircraft rental and flight training rates charged with Lessor and keep said file updated at such time a change is made. All services offered by the Lessee shall be performed with promptness and courtesy. Notwithstanding anything to the contrary, nothing contained herein shall be construed to authorize the granting of exclusive rights within the meaning of Section 308(a) of the Federal Aviation Act of 1968, as amended. Lessee further agrees to keep the leased premises in a neat and orderly manner, free of offensive or dangerous materials and conditions.
6. Due to the fact that no training facilities are currently available at the commencement time of this agreement and until permanent facilities are available, the Lessee is hereby granted permission, at the Lessee's expense, to set up a portable building, up to 500 sq ft, (solely for training purposes) on the South West end of the automobile parking lot on paved ground (as shown in Exhibit B). The Lessee is responsible for the required electrical power and internet connection including the setup fees and monthly fees. Water and sewage connections are the responsibility of Lessee and are not included in this lease. Proper anchoring and skirting are required. The portable building shall be handicapped accessible. A Ground Lease fee of \$15.00 per month paid to the Airport by the 10th of each month shall apply. The Lessee may pay any amount up to a year in advance, with no discount. The Lessee, employees and customers shall have access to the restrooms, break room and trash containers in the Terminal Building, on George M. Bryan Field. If this Lease Agreement shall for any reason become terminated, the Lessee shall remove the portable building and all supporting connections at the Lessee's

expense within 30 days of the termination date and return the leased area to original conditions.

7. Lessee shall be responsible for its actions and the actions of its employees, agents and/or representatives. Lessee shall assume the defense, hold harmless, and fully indemnify Lessor, and the City of Starkville and its officers, agents, and employees, from any and all claims, suits, judgements, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to Lessee's use of the leased premises. This indemnification provision shall survive the termination of this lease agreement.
8. Lessee shall, at its sole expense, maintain and keep proof on file with the Lessor the following insurance: public general liability with minimum limits of \$1,000,000; statutory limits for workers compensation (if applicable); employers liability with minimum limits of \$1,000,000; commercial general liability with minimum limits of \$1,000,000; personal injury and/or death with minimum limits of \$1,000,000; medical coverage with minimum limits of \$10,000 per person; and fire liability with minimum limits of \$100,000. All such insurance shall be issued by a carrier that is licensed to do business in the State of Mississippi and shall name Lessor and the City of Starkville, Mississippi as additional insureds on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Lessor and City of Starkville, Mississippi. Proof of such insurance shall be presented to Lessor and the City of Starkville, Mississippi prior to execution of this lease, as an express condition and requirement of it. Such insurance shall not be cancelled without at least thirty (30) days written notice thereof being given to Lessor. Cancellation of any of the required insurance under this lease provides grounds for the Lessor to immediately cancel and revoke this lease.
9. Lessor agrees that Lessee shall have the right to subcontract or assign the whole or any part of Lessee's rights and privileges under this lease by providing ninety (90) day prior written request to Lessor of such agreement or subcontract and receiving written approval from Lessor prior to such assignment or subcontract. Lessor reserves the right to reject any such assignment or subcontract for any reason or no reason. Lessee expressly understands and agrees that the subcontracting or assigning of any or all of Lessee's rights and privileges under this lease shall in no way relieve Lessee of any obligation, responsibility or liability imposed by this lease unless so agreed to in writing by Lessor.
10. In the event that any terms of this lease conflict with any conditions, restrictions, rules, or regulations promulgated or contracted by the United States Government or any department or agency thereof having jurisdiction over said airport, or by the Aeronautics Division of the Mississippi Department of Transportation, such conditions, restrictions, rules or regulations of these governments or governmental agencies shall control.
11. The Lessee, for itself, its members, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree to the following: (a) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; and (b) that Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federal-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights act of 1964, and as said regulations may be amended.
12. Lessee expressly agrees that: (a) it is an independent contractor and is not an agent, employee, or representative of Lessor or the City Of Starkville, Mississippi; (b) that neither the individual members of the Starkville/Oktibbeha County Airport Board, nor

Airport Manager, nor the Mayor and Board of Aldermen of the City of Starkville, nor the Oktibbeha County Board of Supervisors, shall be charged personally with any liability under any covenant of this lease or because of any breach thereof.

13. Lessor and Lessee agree and understand that notwithstanding any of the foregoing terms and conditions of this lease, that Lessor or Lessee shall have the absolute right to terminate this lease upon ninety (90) days written notice to the other party.
14. This lease constitutes the entire agreement between the parties hereto. Representations or statements not contained herein shall be valid only if in writing, as an addendum to this agreement and signed by all parties.
15. This agreement shall be construed according to the laws of the State of Mississippi, the venue and jurisdiction of any action to enforce or construe this agreement shall be vested exclusively in the State courts of Oktibbeha County, Mississippi or the United States District Court for the Northern District of Mississippi, Aberdeen Division, as the case may be.
16. Should Lessee desire to make modifications at Lessee's expense to any leased property, all plans and plan specifications for the modifications must be approved in writing before any modifications are started by Lessee. The Lessor shall not be liable for payment of any cost or expense incurred or the quality of any workmanship or materials acquired as a result of any modifications. The Lessee agrees to indemnify and hold Lessor, and the City of Starkville and its officers, agents, and employees, harmless from any and all liabilities, damages, and/or penalties and any costs, expense, or claims of any kind or nature including, but not limited to attorney's fees, arising out any modifications, and said indemnification shall apply to injury or damage to persons or property. No modification is allowed that will diminish the value of any Lessor owned property or equipment. All modifications made by Lessee or any of its Sub-lessees shall be and become the property of the Lessor upon installation.

Starkville Municipal Airport, George M. Bryan, ("Lessor")

By: _____ (Print Name)

Its: _____

Circle S Aviation, LLC ("Lessee")

By: _____ (Print Name)

Its: _____

Circle S Aviation

Exhibit B



CERTIFICATE OF INSURANCE

CERTIFICATE DATE: 9/19/17

CERTIFICATE HOLDER:

Starkville Municipal Airport/George M. Bryan Field and
City of Starkville, MS
P.O. Box 1424
Starkville, MS 39760

POLICY HOLDER:

Circle S Aviation, LLC
904 Jordan Lane
Starkville, MS 39759

This is to certify that the following policy(s), subject to the terms and conditions, limitations and endorsements contained therein, and during their effective period, have been issued by the company(s) indicated below. In the event of material change or cancellation of said policy(s) the company will endeavor to notify the certificate holder, but failure to do so shall impose no liability or obligation of any kind upon the undersigned or the company(s) involved.

Policy Type: CGL – Airport Premises Liability

Insurance Company: U. S. Specialty Insurance Co.

Policy Number: TBA – 909575-1

Policy Period: Proposed Date – 9/20/17 – 9/20/18

Airport Premises Liability – Combined Single Limit Bodily Injury and Property Damage

Limits - \$1,000,000 Each Occurrence / \$2,000,000 Agg

Personal and Advertising Injury Liability

Limits - \$1,000,000 Each Occurrence

Contractual Liability

Limits - \$1,000,000 Each Occurrence

On Premises Auto Liability

Limits - \$1,000,000 Each Occurrence

Fire Legal Liability

Limits - \$100,000 Each Occurrence

Medical Expense

Limits - \$10,000 Per Person

THE FOREGOING EVIDENCE OF COVERAGE IS NOT VERBATIM OF POLICY CONDITIONS, LIMITATIONS OR LANGUAGE; THE POLICY(S) REPRESENTED BY THIS CERTIFICATE ARE NOT AMENDED IN ANY WAY UNLESS SO STATED ON THIS CERTIFICATE.

Additional Insured - Starkville Municipal Airport/George M. Bryan Field and City of Starkville, MS are included as an Additional Insured for Liability Coverages, but solely with respect to operations of the Named Insured, subject to all policy terms and conditions.

Waiver of Subrogation - The Insurance Company has agreed to waive its' rights of subrogation against Starkville Municipal Airport/George M. Bryan Field and City of Starkville, MS but solely with respect to operations of the Named Insured.

Insurance is Primary and Non-Contributory.

This Certificate is only valid provided that all terms and conditions of the policy have been met by the named insured.

NOTICE OF CANCELLATION: IN THE EVENT OF MATERIAL CHANGE OR CANCELLATION OF SAID POLICY(S), THE COMPANY(S) SHALL ENDEAVOR TO GIVE **30 DAYS WRITTEN NOTICE** TO THE CERTIFICATE HOLDER WITH THE EXCEPTION OF A 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

Kimmel Aviation Insurance Agency, Inc.
442 Airport Road
Greenwood, MS 38930 (662) 455-3003 Fax: (662) 455-1611

Authorized Signature



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 3, 2017
PAGE: Page 1 of 10

SUBJECT:

Discussion and Consideration of RZ 17-10 a request to Rezone three lots located at 106, 108, and 112 Mill Street from R-2 to T-5 with the property # 101D-00-318.00, 101D-00-319.00, and 101D-00-321.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, William Reeves, is seeking to rezone three lots from R-2 to T-4 based on a change in conditions in the area and in accord with the public need for orderly and harmonious growth. At this time, plans have not been submitted to the City for review. 58 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News September 18, 2017 and a sign was posted on the properties concurrent with publication of the notice. As of this date, the Planning Office has received two phone calls inquiring about the request and one email supporting the request. On September 12, 2017, the Planning and Zoning Commission voted 6-0 to recommend approval of this request based on change in condition of the neighborhood and public need.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

Move approval of RZ 17-10 a request to Rezone three lots located at 106, 108, and 112 Mill Street from R-2 to T-5 based on change in condition of the neighborhood and public need.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
 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)
 Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: RZ 17-10 Request to Rezone three lots located on Mill Street from R-2 to T-5 with the parcel numbers 101D-00-318.00, 101D-00-319.00, and 101D-00-321.00.
Date: September 12, 2017

The purpose of this report is to provide information regarding the request by William Reeves to rezone three lots located on Mill Street from R-2 to T-5 with the parcel numbers 101D-00-318.00, 101D-00-319.00, and 101D-00-321.00. Please see attachments 1-3.

BACKGROUND INFORMATION:

The applicant is seeking to rezone from R-2 to T-5 based on changed conditions in an existing area.

Zoning Change Subject Property				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
101D-00-318.00	R-3	R-2	R-2	R-2
101D-00-319.00	R-3	R-2	R-2	R-2
101D-00-321.00	R-3	R-2	R-2	R-2
Zoning Change Adjacent Properties				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
North	C-2	C-2	C-2	T-5
East	N/A	N/A	N/A	T-6
South	C-2	C-2	C-2	T-4
West	R-3	R-2	R-2	R-2
Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	T-5	mixed-use project under construction		
East	T-6	Conference Center/Parking Garage		
South	T-4	Single-family home		
West	R-2	Single-family home		

NOTIFICATION:

58 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on

August 17, 2017 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received two phone calls inquiring about the request and one email in favor of this request.

REZONING REQUEST:

The subject property rezoning request is from R-2 to T-5. Differences between zones are:

Current Zoning District:

Sec. D. - R-2 residential zoning regulations.

These [R-2 residential] districts are intended to be composed of higher density single-family residential properties and, under special conditions, duplexes, along with appropriate neighborhood support facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-2 districts:]

- 1. See chart for permitted uses.*
- 2. See chart for uses which may be permitted as a special exception.*
- 3. Required lot area and width, yards, building areas and height for residences:*
 - (a) Minimum lot area: 7,500 square feet.*
 - (b) Minimum lot width at the building line: 60 feet.*
 - (c) Minimum depth of front yard: 25 feet.*
 - (d) Minimum depth of rear yard: 35 feet.*
 - (e) Minimum width of each side yard: 7½ feet.*
 - (f) Maximum height of structure: 45 feet.*
- 4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

Proposed Zoning District:

§ 4 - SPECIFIC TO T5 DISTRICTS.

Lots located within the T5 District shall be subject to the requirements of this section.

7.1 LOTS

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.

7.2 LOT OCCUPATION

- (a) For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.
- (b) Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 12.
- (c) Primary Buildings may be positioned within the boundaries of a Lot to create a Sideyard, Rearyard, or Courtyard. (see Table 3)
- (d) Lot coverage by buildings shall be a maximum of 90% of the Lot area.
- (e) Frontage Buildout of Primary Building Facades shall be a minimum of 80% at the Setback.

7.3 BUILDING FORM

- (a) The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.
- (b) The maximum height of a Primary Building shall be four (4) stories as specified on Table 3 and on Table 12.
- (c) The maximum height of a Secondary Building shall be four (4) stories as specified on Table 3 and on Table 12.
- (d) The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and on Table 12.
- (e) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.
- (f) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.
- (g) A first Story Residential or Lodging Use shall be raised a minimum of three (3) feet from the average grade of the Walkway.
- (h) Loading docks and service areas shall be permitted on Frontages by Exception.
- (i) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.
- (j) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.
- (k) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.

7.4 BUILDING USE

- (a) Buildings may combine two (2) or more Uses listed on Table 5.
- (b) The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).
- (c) The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.

- (d) The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.
- (e) The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.
- (f) Retail Uses under 1,500 square feet shall be exempt from parking requirements.

7.5 PARKING LOCATION

- (a) All parking lots, garages and Parking Structures shall be located at the third Lot Layer as illustrated on Table 14.
- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

7.6 LANDSCAPE

- (a) The first Lot Layer may be paved.

7.7 SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Permitted signage types shall conform to the specifications of Table 8.
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

TABLE 12. T5 BUILDING SETBACKS

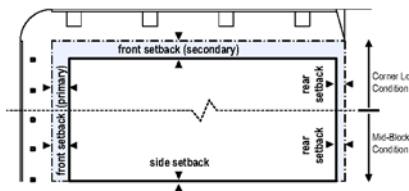
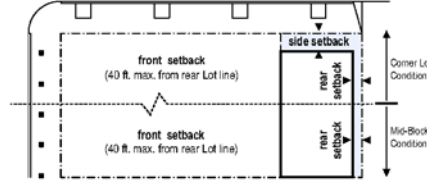
	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Front Setback (Principal)	2 ft. min. 15 ft. max.	40 ft. max. from rear
Front Setback (Secondary)	2 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	0 ft. or 3 ft. at corner
Rear Setback	3 ft. min.	3 ft. min.
Illustration		

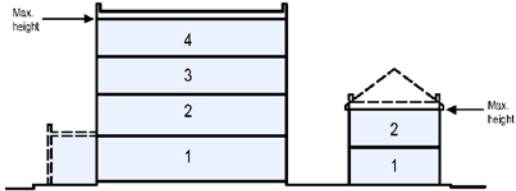
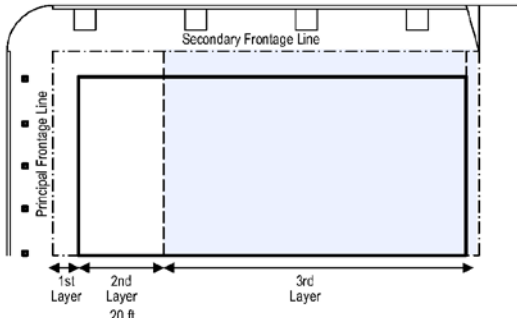
TABLE 13. T5 BUILDING HEIGHT		
	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Height (in Stories)	4 stories	2 stories
Illustration		

TABLE 14. T5 PARKING PLACEMENT	
PARKING PLACEMENT 1. Uncovered parking spaces may be provided within the third layer. 2. Covered parking shall be provided within the third layer. 3. Trash containers shall be stored within the third Layer.	

Permitted and Use by Exception:

Permitted:

Assisted Living facility
 Dwelling, Accessory Unit
 Dwelling, Single Family
 Dwelling, 2-family
 Dwelling, 3 & 4 Family
 Dwelling, Multi-Family
 Dwelling, Live/Work
 Dormitory
 Fraternity/Sorority House
 Group Home
 Business Offices
 Eating/Drinking Establishment
 General Retail/Services
 Personal Services
 Recreation and Entertainment, Indoor
 Recreation and Entertainment, Outdoor
 Visitor Accommodations & Services

Home Occupation
 Bed & Breakfast Inn
 Community Services
 Family Run Child Care
 Educational Facilities
 Government Facilities
 Institutional & Health Care Facilities
 Utilities
 Fire Station
 Police Station
 Post Office

Use by Exception:

Conference/Convention Center
 Parking Lot/Garage
 Boarding/Rooming House
 Hotel (no room limit)
 Child Care

Places of Worship
Industrial, Light

Manufacturing, Light
Funeral Home

STATE REZONING CRITERIA

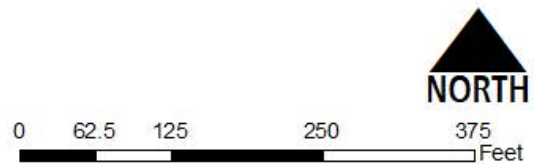
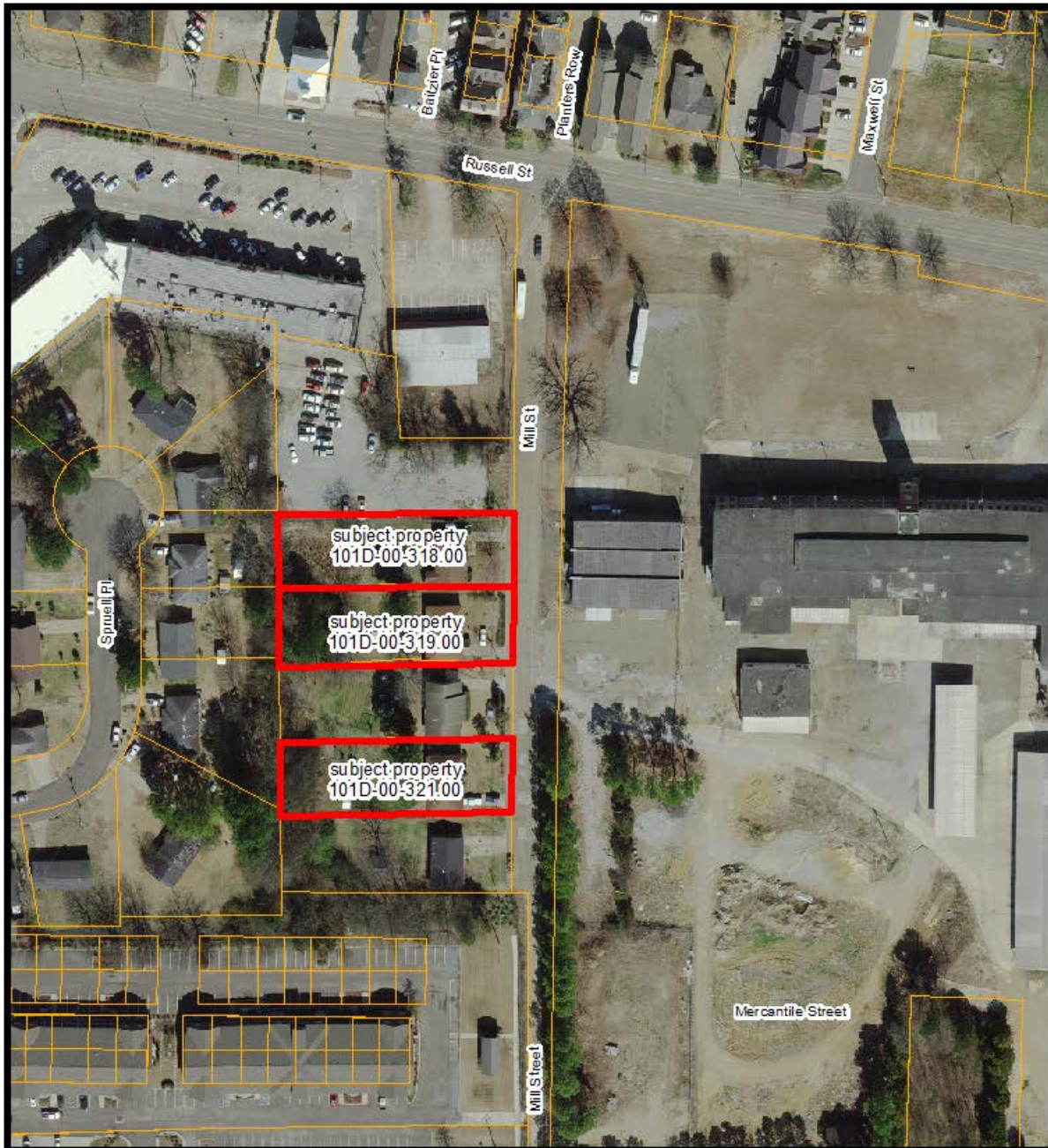
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - No Error
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the zoning necessary and desirable, and in accord with the public need for orderly and harmonious growth.
 - On January 12, 2012, the Board of Aldermen adopted Form Based Code for MS Highway 182, Main Street, University Drive, Lampkin Street, and Russell Street. As a result, 84 parcels were rezoned to either T District or Civic District. The subject parcel is adjacent to a T6 District parcel to the east
 - On March 15, 2016, one parcel on Hartness Street was rezoned from R-3 to T-5
 - On August 8, 2016, one parcel at the corner of University and North Montgomery was rezoned from C-2 to T-5.
 - On January 1, 2017, one parcel at Jarnigan Street and was rezoned from R-5 to T-4.
 - On April 4, 2017, one parcel at 114 Mill Street was rezoned from R-2 to T-4.

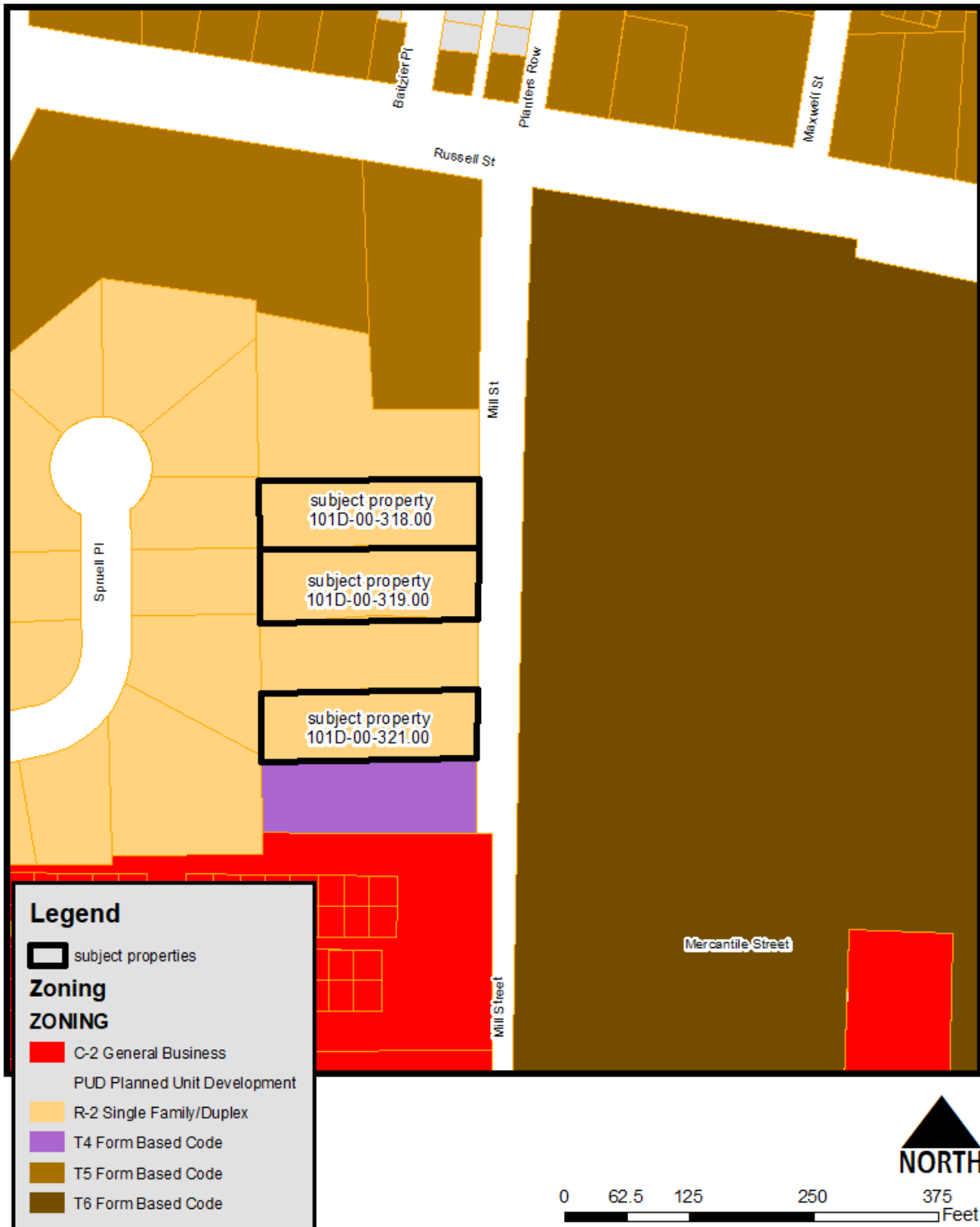
Consistency with Comprehensive Plan: The proposed rezoning could be considered consistent with the goals, objectives and policies found in the City's Comprehensive Plan. The properties' place type is shown as "Traditional Neighborhood-Existing." T-5 zoning allows for residential and commercial.

Land Use Compatibility: The proposed rezoning would be compatible with property to the south, east, and north.

Attachment 1
RZ 17-10 Aerial



Attachment 2 RZ 17-10 Zoning



Attachment 3- Letters in Favor

Emily Corban

From: d.havelin <d.havelin@cityofstarkville.org>
Sent: Friday, September 01, 2017 3:45 PM
To: Emily Corban
Subject: Fwd: Rezoning: RZ 17-10

----- Original message -----

From: Mark Castleberry <mark@casprop.net>
Date: 9/1/17 3:12 PM (GMT-06:00)
To: Daniel Havelin <d.havelin@cityofstarkville.org>
Subject: Rezoning: RZ 17-10

City of Starkville,

We are in receipt of the notification for the request to rezone three parcels on Mill St adjacent to parcels owned by Mark Castleberry and Russell Street Development, LLC. We fully support this rezoning.

Sincerely,

Mark Castleberry, Individual

Mark Castleberry, Managing Member, Russell Street Development, LLC



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 3, 2017
PAGE: Page 1 of 3

SUBJECT:

Discussion and Consideration of RZ 15-05 a request for modification or removal of several conditions place on the rezone of two lots located at 104 and 105 Camp Avenue with the property # 101C-00-001.00 and 101C-00-002.00.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Walker and Associates, on behalf of Harry Bell and Betty Bell is seeking to modify or remove several conditions placed on 104 and 105 Camp Avenue as part of a rezoning of the property on February 16, 2016. The rezoning request originally included 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive. The request was to rezone all properties to T-6. During the public hearing at the Board of Aldermen, the request was modified to rezone only two properties (104 and 105 Camp Avenue) to T-5. The request was approved with five conditions. Since the time of the rezoning approval, the development plans have changed. As part of the new proposed plan, the applicant is seeking variances from Street Width, Sidewalk Placement, Lot Dimensions, and Building Height. On September 12, 2017, the Planning and Zoning Commission recommended approval of the Preliminary Plat with the condition that the requested variances are approved. The Board of Adjustment and Appeals recommended approval of the Variances on September 27, 2017. The conditions that were approved and the recommended action (*italicized*) are listed below:

1. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff shall not exceed pre-development runoff at the point of sub-basin discharge for a 2 and 1- year event. ***Suggest removing this condition. The proposed plan reduces the amount of stormwater discharge to the properties to the west. This condition would increase the amount of stormwater going to that area from what is currently proposed.***
2. Minimum block width / length of 200' x 200'; Maximum block width / length of 400' x 400'.
3. Maximum lot size 120'width x 220' depth. ***Suggest removing this condition. Lot width is part of the variance request.***
4. All construction traffic shall use the ingress / egress from College View Drive.
5. Camp Avenue shall be brought into compliance with city street standards. ***Suggest removing this condition. Street design is part of the variance request.***

31 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on September 18, 2017 and a sign was posted on the properties concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls against the request.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:

12. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE RECOMMENDATION BY THE PLANNING AND ZONING COMMISSION FOR RZ 15-05, A REQUEST FOR THE REZONING OF SEVERAL PARCELS LOCATED ON THE NORTH SIDE OF UNIVERSITY DRIVE BETWEEN CAMP AVENUE AND RUE DU GRAND FROMAGE WITH PARCEL NUMBERS 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, AND 101D-00-004.00.

Daniel Havelin and Buddy Sanders presented the background of RZ 15-05. The applicant, Capital Growth, received a recommendation of approval with conditions from the Planning and Zoning Commission for the rezoning of several parcels on University Drive on October 13, 2015. The request for rezoning had one parcel (101C-00-002.00) to be rezoned from T-4 to T-6, one parcel (101C-00-001.00) to be rezoned from C-2 to T-6, and four parcels (101D-00-001.00; 101D-00-002.00; 101D-00-003.00; 101D-00-004.00) to be rezoned from T-5 to T-6. The Commission voted 4-2 in favor of the approval. A petition appealing the Commission's recommendation was presented to City Staff on November 16, 2015. The petition included the names of property owner's within 160ft of the subject properties. The property owners on the petition own 13 of the 41 properties within 160ft or 31.7%. This exceeds the 20% required for a super majority vote for approval. The appeal was noticed by legal ad in the Starkville News and by letter on February 1, 2016.

Mayor Wiseman opened a Public Hearing. The applicants, represented by Attorney John Moore, requested a compromise of T5 zoning. Mr. Robert Camp stated they would be satisfied with T-5 Zoning. There being no further comments, the Mayor closed the Public Hearing.

Alderman Walker offered a motion to rezone parcel 101C-00-001.00 from C-2 to T-5 with specific finding that an error occurred in January 2012 when the subject property was not rezoned as part of the Transect District rezoning. The subject parcel (C-2) is surrounded by T-district zoning resulting in spot zoning for this property. Therefore, a zoning error has occurred that needs to be addressed to ensure orderly, planned growth.

Conditions:

1. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff shall not exceed pre-development runoff at the point of sub-basin discharge for a 2 and 1- year event.
2. Minimum block width / length of 200' x 200'; Maximum block width / length of 400' x 400'.
3. Maximum lot size 120' width x 220' depth.
4. All construction traffic shall use the ingress / egress from College View Drive.
5. Camp Avenue shall be brought into compliance with city street standards.

This 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.

Alderman Walker offered a motion to rezone parcel 101C-00-002.00 from T-4 to T-5 with specific finding that an error occurred in January 2012 when the subject property was rezoned to T-4 as part of the Transect District. The subject parcel and one other parcel are the only lots in this neighborhood to be zoned T-4 west of Camp Avenue and therefore, an error has occurred that needs to be addressed to ensure orderly, planned growth.

Conditions:

1. In addition to the site being required to meet all requirements of the current Stormwater Ordinance, post-development runoff shall not exceed pre-development runoff at the point of sub-basin discharge for a 2 and 1- year event.
2. Minimum block width / length of 200' x 200'; Maximum block width / length of 400' x 400'.
3. Maximum lot size 120' width x 220' depth.
4. All construction traffic shall use the ingress / egress from College View Drive.
5. Camp Avenue shall be brought into compliance with city street standards.

This 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.

13. DISCUSSION AND CONSIDERATION OF THE REQUEST FOR VA 16-01 FOR A VARIANCE REQUESTED BY RAMSEY PARTNERS LP FROM RIGHT-OF-WAY AND ROAD REQUIREMENTS FOR ADELAIDE SUBDIVISION PHASE I WITH THE PARENT PARCEL NUMBERS 105 -15-007.00 AND 105 -22-001.00.

Alderman Maynard offered a motion to grant the request for VA 16-01 for Variance requested by Ramsey Partners LP from right-of-way and road requirements for Adelaide Subdivision Phase I located on the west side of South Montgomery Street directly north of The Claiborne at Adelaide retirement community in a R-4a (pending) zone with the parent parcel numbers 105 -15-007.00 and 105 -22-001.00. This motion was seconded by Alderman Wynn and the Board voted as follows:

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



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

AGENDA ITEM DEPT.: Community Development

AGENDA DATE: October 3, 2017

PAGE: Page 1 of 12

SUBJECT: Discussion and Consideration of PP 17-10 a request for Preliminary Plat approval for combining and subdividing several lots. The lots are located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive in a T5 zoning district with the parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00

AUTHORIZATION HISTORY:

The applicant, Walker Associates, on behalf of Hal and Mary Ann Fuller, Betty Bell, and Harry Bell, is requesting Preliminary Plat approval for combining and subdividing several lots into 4 lots. The proposed subdivision is named "Veranda at the Cotton District". The proposed subdivision is located in a T5 zoning district. The existing lots in the proposed subdivision are located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive. The subdivision has a gross acreage of +/- 7.34 acres with a total of 4 lots. The proposed development has a gross density of 0.54 lots per acre. Lots 2, 3 and 4 are proposed to be Apartments and will be maintained by the developer. Lot 1 is designed as Residential (Flats) and will also include Commercial/Office space. A total of 312 residential units are being proposed by the developer. 2.79 acres of the proposed preliminary plat are shown as right-of-way for proposed public streets. The applicant will submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants that include sections for common area and storm water facilities maintenance as well as the City's standard hold-harmless indemnification clause required by the City Attorney, shall be submitted prior to application for Final Plat. In addition to this request, the applicant is also requesting a variance from number of building stories, lot width, street width, and sidewalk locations. For this Preliminary Plat to be approved the conditions placed on two of the properties (104 and 105 Camp Avenue) from RZ 15-05 Capital Growth Properties at the February 16, 2016 Board of Alderman meeting, will have to be modified or removed. On September 12, 2017 the Planning and Zoning Commission vote 6-0 to recommend approval of the Preliminary Plat with nine conditions.

Recommended Conditions of Approval by Planning and Zoning Commission

1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
3. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
4. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
5. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
6. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
7. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
8. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
9. Recommendation of approval of the Preliminary Plat is contingent upon the approval of the variance request for street width and lot width for the subject properties.

**REQUESTING
DEPARTMENT:**

Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext. 3136 or Emily Corban @662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of PP 17-10 Request for Preliminary Plat approval for the Veranda at the Cotton District located along University Drive and Camp Avenue.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
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)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: PP 17-10 Request for Preliminary Plat approval for combining and subdividing several lots. The lots are located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive in a T5 zoning district with the parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00.
Date: September 12, 2017

The purpose of this report is to provide information regarding the request by Walker Associates on behalf of Hal and Mary Ann Fuller, Betty Bell, and Harry Bell for Preliminary Plat approval for combining and subdividing several lots into 4 lots. The proposed subdivision is named "Veranda at the Cotton District". The proposed subdivision is located in a T5 zoning district. The existing lots in the proposed subdivision are located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive. In addition to this request, the applicant is also requesting a variance from number of building stories, lot width, street width and sidewalk locations. These requests will be heard by the Board of Adjustment and Appeals on September 27, 2017. If this preliminary plat request and the variance request are recommended for approval, the Board of Aldermen will hear both requests on October 3, 2017. The Board of Aldermen will also hear a request to modify the conditions placed on the previous rezoning approval and the request for on street parking. Please see attachments 1-4.

Below is information pertaining to T5 District

§ 4 - SPECIFIC TO T5 DISTRICTS.

Lots located within the T5 District shall be subject to the requirements of this section.

7.1 LOTS

- (a) *Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.*

7.2 LOT OCCUPATION

- (a) *For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.*
- (b) *Buildings shall be setback in relation to the boundaries of their Lots as specified on Table 3 and on Table 12.*
- (c) *Primary Buildings may be positioned within the boundaries of a Lot to create a Sideyard, Rearyard, or Courtyard. (see Table 3)*
- (d) *Lot coverage by buildings shall be a maximum of 90% of the Lot area.*
- (e) *Frontage Buildout of Primary building Facades shall be a minimum of 80% at the Setback.*

7.3 BUILDING FORM

- (a) *The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.*
- (b) *The maximum height of a Primary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (c) *The maximum height of a Secondary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (d) *The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and on Table 12.*
- (e) *Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.*
- (f) *Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.*
- (g) *A first Story Residential or Lodging Use shall be raised a minimum of three (3) feet from the average grade of the Walkway.*
- (h) *Loading docks and service areas shall be permitted on Frontages by Exception.*
- (i) *In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.*
- (j) *Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.*
- (k) *Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.*

7.4 BUILDING USE

- (a) *Buildings may combine two (2) or more Uses listed on Table 5.*
- (b) *The number of dwelling units on each Lot shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7).*
- (c) *The number of bedrooms available for Lodging Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use. Any restaurant food service provided shall be considered a separate Use.*
- (d) *The building area available for Office Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.*
- (e) *The building area available for Retail Uses listed on Table 5 shall be limited by the parking requirements of § 2.6 (see Table 6 and Table 7), in addition to any parking requirement for any other Use.*
- (f) *Retail Uses under 1,500 square feet shall be exempt from parking requirements.*

7.5 PARKING LOCATION

- (a) *All parking lots, garages and Parking Structures shall be located at the third Lot Layer as illustrated on Table 14.*

- (b) Vehicular entrances to parking lots, garages and Parking Structures shall be no wider than twenty-four (24) feet at the Frontage.
- (c) Pedestrian exits from all parking lots, garages, and Parking Structures shall be exited directly to a Frontage Line (i.e., not directly into a building) except underground levels which may be exited by pedestrians directly into a building.

7.6 LANDSCAPE

- (a) The first Lot Layer may be paved.

7.7 SIGNAGE

- (a) Address, Awning, Band, Blade, Marquee, Nameplate, Outdoor Display Case, Sidewalk, and Window Signs shall be permitted.
- (b) Permitted signage types shall conform to the specifications of Table 8.
- (c) Illuminated signage shall be externally illuminated only, except signage within a Shopfront window may be neon lit.

TABLE 12. T5 BUILDING SETBACKS

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Front Setback (Principal)	2 ft. min. 15 ft. max.	40 ft. max. from rear
Front Setback (Secondary)	2 ft. min. 15 ft. max.	n/a
Side Setback	0 ft. min. 24 ft. max.	0 ft. or 3 ft. at corner
Rear Setback	3 ft. min.	3 ft. min.
Illustration		

TABLE 13. T5 BUILDING HEIGHT

	PRIMARY/SECONDARY BUILDING	OUTBUILDING
Height (in Stories)	4 stories	2 stories

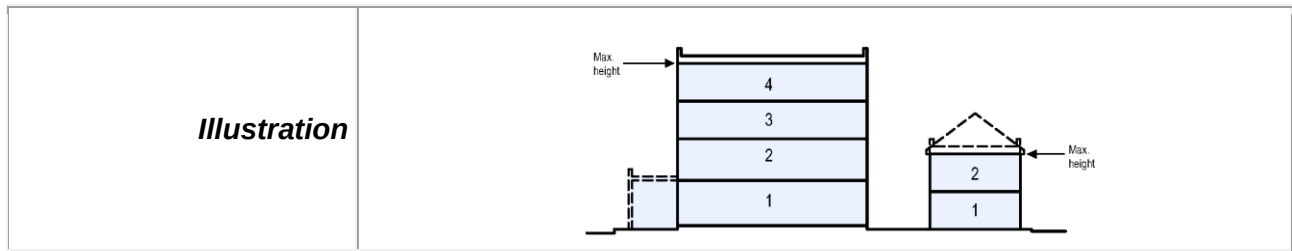
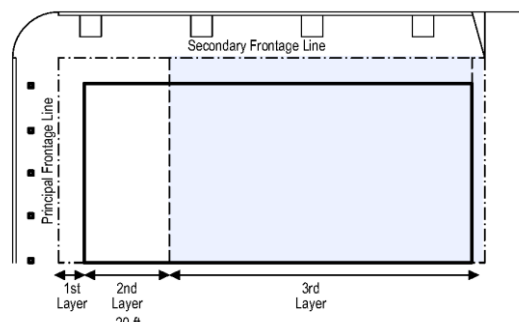


TABLE 14. T5 PARKING PLACEMENT

PARKING PLACEMENT

1. Uncovered parking spaces may be provided within the third layer.
2. Covered parking shall be provided within the third layer.
3. Trash containers shall be stored within the third Layer.



PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 7.34 acres with a total of 4 lots. The proposed development has a gross density of 0.54 lots per acre. Lots 2, 3 and 4 are proposed to be Apartments and will be maintained by the developer. Lot 1 is designed as Residential (Flats) and will also include Commercial/Office space. A total of 312 residential units are being proposed by the developer. 2.79 acres of the proposed preliminary plat are shown as right-of-way for proposed public streets. The applicant will submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants that include sections for common area and storm water facilities maintenance as well as the City's standard hold-harmless indemnification clause required by the City Attorney, shall be submitted prior to application for Final Plat.

Easements and Dedications

All easements are provided on the Preliminary Plat. All proposed roadway dedications are shown on the plat. The applicant shall contact the County for review and approval of the proposed road name. The Applicant shall meet the requirements of the electrical service provider, Starkville Utilities. The Applicant shall meet the requirements of the potable water and sanitary sewer utility services provider.

Findings and Comments

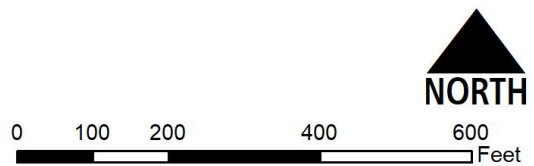
The preliminary plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. The applicant shall provide documentation that the subject area is not part of a previously plat subdivision. If it is a part of a previously platted subdivision, the applicant shall provide names of the persons to be adversely affected thereby or directly interested therein and provided written proof from each party agreeing to the alteration.

PP 17-10 IMS Development

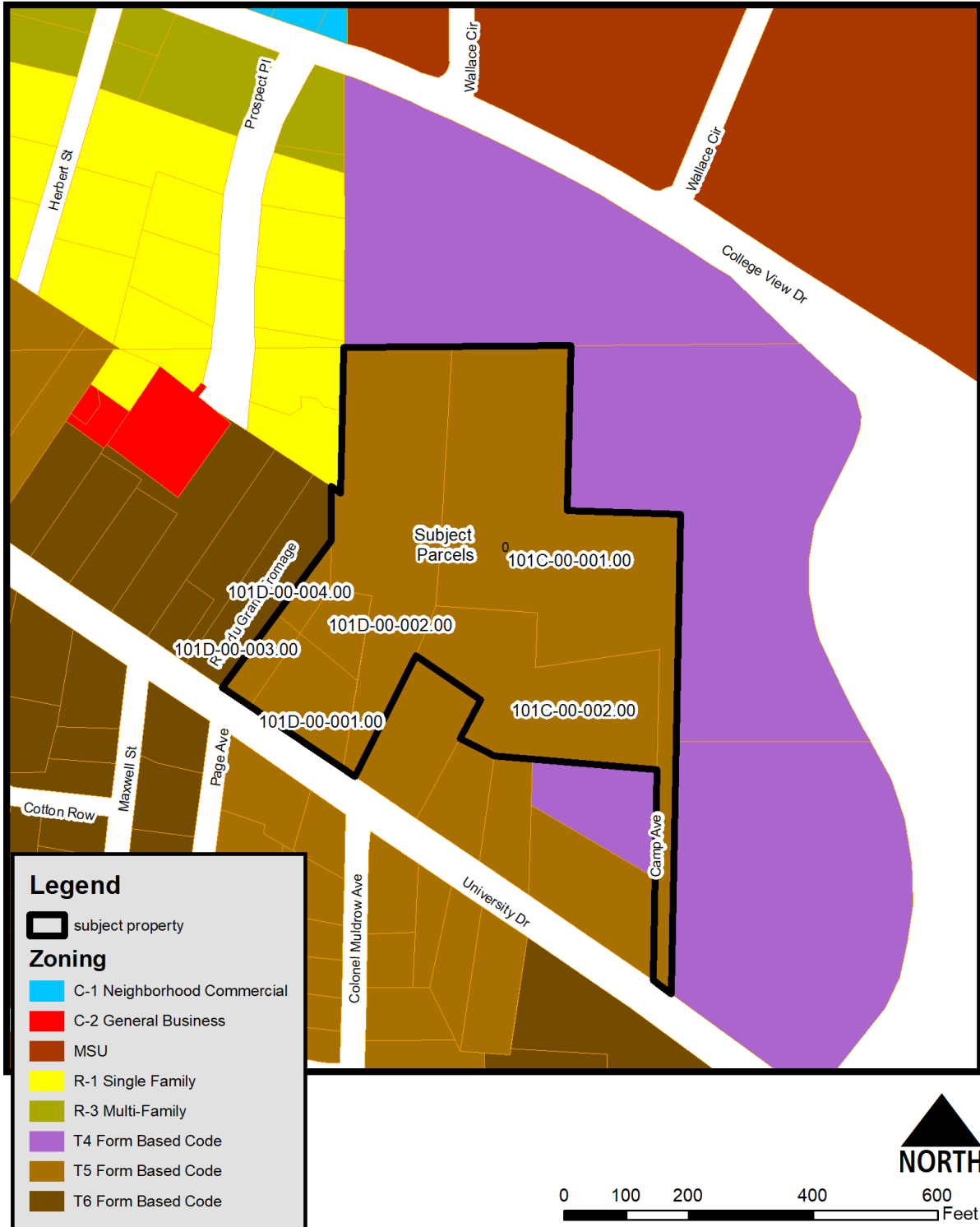
REQUESTED CONDITIONS:

1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. ~~The preliminary plat shall meet the minimum requirements for T5 zoning district dimensions or receive a variance from those dimensions prior to approval by the Board of Aldermen.~~
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
4. Approval of the preliminary plat shall be valid for one year, per Appendix B, Article III, Section 2(6)(b) of the City of Starkville's Code of Ordinances.
5. Applicant shall prepare and submit infrastructure plans in accordance with Appendix B, Article III, Sections 3 & 4 of the City of Starkville's Code of Ordinances
6. When infrastructure plans have been approved for construction, a pre-construction conference shall be held with appropriate City staff prior to the commencement of any construction activities at the site.
7. All public utilities shall be in place and any non-conforming conditions noted during final inspection shall be corrected prior to placement on the Planning & Zoning Commission agenda.
8. When a final plat is submitted for review by the City's Development Review Committee, all required improvements must be complete and the applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed professional engineer, indicating that the improvements were installed under his/her responsible direction and that the improvements conform to the approved construction plans, specifications and the City's ordinances.
9. A final plat review and approval shall be required prior to the recording of the plat at the Office of the Oktibbeha County Chancery Clerk.
10. Recommendation of approval of the Preliminary Plat is contingent upon the approval of the variance request for street width and lot width for the subject properties.

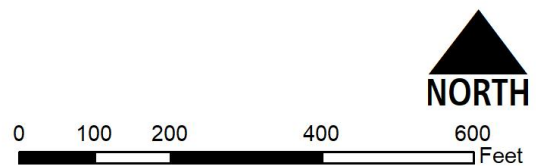
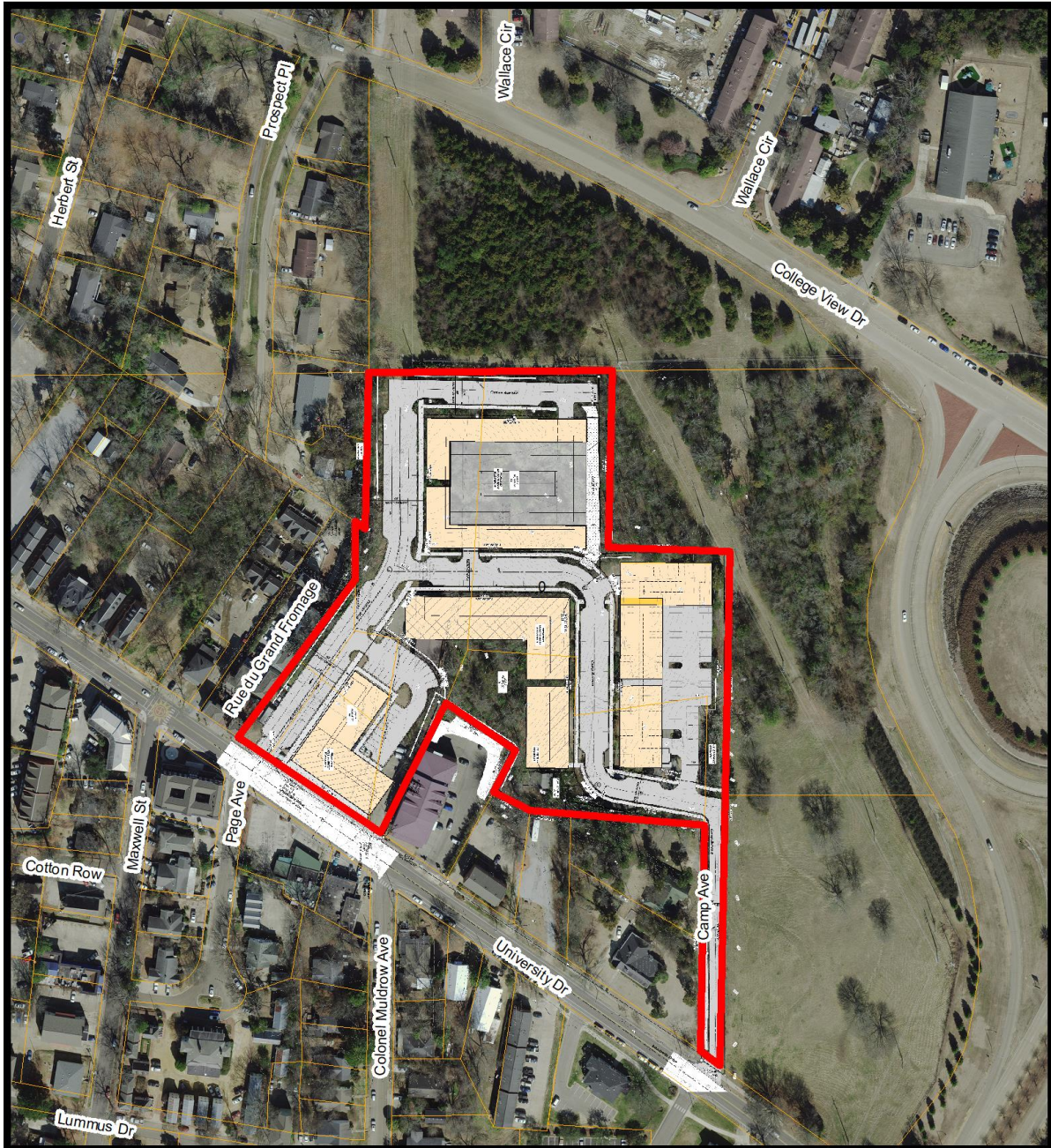
Attachment 1
PP 17-10 Aerial



Attachment 2 PP 17-10 Zoning



Attachment 3
PP 17-10 Preliminary Plat Overlay



[illegible]



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: October 3, 2017
PAGE: Page 1 of 14

SUBJECT: Discussion and Consideration of VA 17-15 a request for Variance relief from Street Width, Sidewalk Placement, Lot Dimensions, and Building Height located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive in a T5 zoning district with the parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00.

AUTHORIZATION HISTORY:

The applicant, Walker Associates, on behalf of Hal and Mary Ann Fuller, Betty Bell, and Harry Bell, is requesting Variance from Street Width, Sidewalk Placement, Lot Dimensions, and Building Height requirements. The applicant is currently in the process of combining and subdividing several lots into four lots for a proposed mixed use development with retail and student housing. The applicant attend a Development Review Committee meeting on August 24, 2017. In addition to this request, the applicant is also seeking preliminary plat approval and modification/removal of conditions place on the rezoning of 104 and 105 Camp Avenue on February 16, 2016. On September 27, 2017 the Board of Adjustment and Appeals voted 4-2 to recommend approval of the Variance request VA 17-15.

31 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News September 7, 2016 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one email requesting information

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext. 3136 or Emily Corban @662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of VA 17-15 a variance request from Street Width, Sidewalk Placement, Lot Dimensions, and Building Height requirements located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS

CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 17-15 Request by Walker and Associates for Variance relief from Street Width, Sidewalk Placement, Lot Dimensions, and Building Height located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive in a T5 zoning district with the parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00.
Date: September 27, 2017

The purpose of this report is to provide information regarding a Variance request by Walker and Associates on behalf of Hal and Mary Ann Fuller, Betty Bell, and Harry Bell for Street Width, Sidewalk Placement, Lot Dimensions, and Building Height located at 104 and 105 Camp Avenue and 703, 703½, 705 and 705½ University Drive in a T5 zoning district with the parcel numbers 101C-00-002.00, 101C-00-001.00, 101D-00-001.00, 101D-00-002.00, 101D-00-003.00, and 101D-00-004.00.

PROPOSED USE & BACKGROUND:

The applicant is currently in the process of combining and subdividing several lots into four lots for a proposed mixed use development with retail and student housing. The applicant is requesting relief from Street Width, Sidewalk Placement, Lot Dimensions, and Building Height. The applicant attend a Development Review Committee meeting on August 24, 2017. In addition to this request, the applicant is also seeking preliminary plat approval and modification/removal of conditions place on the rezoning of 104 and 105 Camp Avenue on February 16, 2016. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the October 3, 2017 meeting.

NOTIFICATION:

31 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News September 7, 2016 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one email requesting information.

VARIANCE REQUESTS FROM:

1. **Street Width-** Chapter 98 - Streets, sidewalks and other public places, Article IV. - Street specifications—Minimum general specifications for construction of streets, Sec. 98-83. - Paving and street construction, (2) Street widths, (b). The applicant is request the street width on the proposed improved Camp Avenue be reduced to 26'.

Sec. 98-83. - Paving and street construction.

(2) Street widths:

- (a) Major streets—49 feet back of curb to back of curb.*
- (b) Collector street—41 feet back of curb to back of curb.*
- (c) Minor streets—31 feet back of curb to back of curb.*

2. **Sidewalk Placement-** Chapter 98 - Streets, sidewalks and other public places, Article III. - Construction and maintenance of public sidewalks, Sec. 98-54. - Sidewalk requirements, (1). Due to the limited amount of right of way available on Camp Avenue, the applicant is requesting to only place sidewalks down one side of the street. The applicant is also requesting that the proposed public street running north and south through the property have only one 8' sidewalk along the east side of the proposed road instead of two 5' sidewalks on both sides of the road.

Sec. 98-54. - Sidewalk requirements.

- (1) Sidewalks shall be required within the right-of-way on both sides of all new public or non-city owned streets located within the City of Starkville Sidewalk Development Area or subdivisions as expressed in subsection 98-53(1). Sidewalks shall be required from lot line to lot line within the right-of-way along the frontage of existing public or non-city owned streets located within the city. If sidewalks are not located within public right-of-way, appropriate easements shall be provided if the sidewalk parallels public roadways.*

3. **Lot Dimensions-** Appendix A- Zoning, Article VII. – District Regulations, Sec. T. – Transect Districts, § 4 - Specific to T5 Districts, 7.1 Lots. The applicant is proposing Lots 2, 3, and 4 have lot widths over 120 feet which exceeds the requirement.

§ 4 - Specific to T5 Districts, 7.1 Lots

- (a) Subdivisions of existing Lots and new combinations of Lots shall have a minimum width of 18 feet and a maximum width of 120 feet, measured at the Frontage Line.*

4. **Building Height-** Appendix A- Zoning, Article VII. – District Regulations, Sec. T. – Transect Districts, § 4 - Specific to T5 Districts, 7.3 Building Form, (a). The building on lot 1 along University Drive will be 4 stories. The proposed buildings on lot 2, 3, and 4 would exceed the 4 story height limit, but will not be higher than the building on Lot 1.

§ 4 - Specific to T5 Districts, 7.3 Building Form

- (a) The Principal Entrance of any Secondary Building shall be oriented toward a Frontage Line, Driveway or the Facade of an Outbuilding.*
- (b) The maximum height of a Primary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (c) The maximum height of a Secondary Building shall be four (4) stories as specified on Table 3 and on Table 12.*
- (d) The maximum height of an Outbuilding shall be two (2) stories as specified on Table 3 and on Table 12.*
- (e) Awnings, Arcades, and Galleries may Encroach the Public Frontage 100% of its width but must clear the Sidewalk vertically by at least eight (8) feet.*

- (f) Stoops, Lightwells, balconies, bay windows and terraces may Encroach the first Lot Layer 100% of its depth.*
- (g) A first Story Residential or Lodging Use shall be raised a minimum of three (3) feet from the average grade of the Walkway.*
- (h) Loading docks and service areas shall be permitted on Frontages by Exception.*
- (i) In the absence of a building Facade along any part of a Frontage Line, a Streetscreen shall be built along the same vertical plane as the Facade.*
- (j) Streetscreens shall be between three and a half (3.5) and eight (8) feet in height. The Streetscreen may be replaced by a hedge or fencing by Exception. Streetscreens shall have openings no larger than necessary to allow automobile and pedestrian access.*
- (k) Buildings with a Commercial Use and paved setback may use the Setback area for outdoor seating.*

VARIANCE REQUEST REQUIREMENTS:

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

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

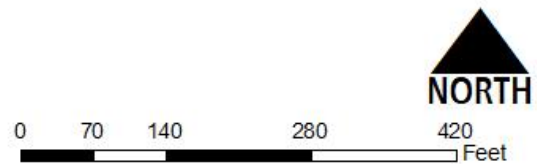
1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive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

Attachment 1
VA 17-15 Aerial

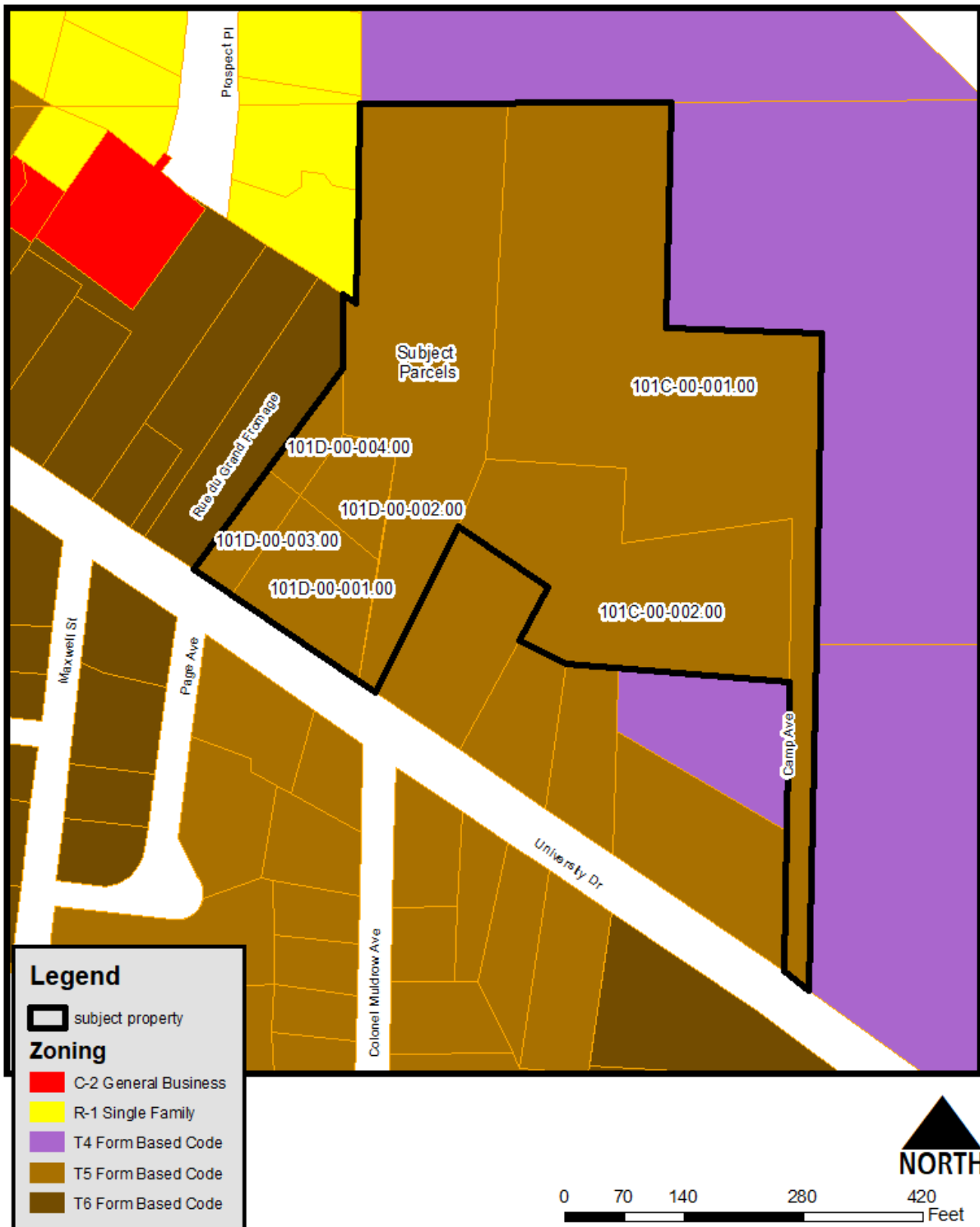


Legend

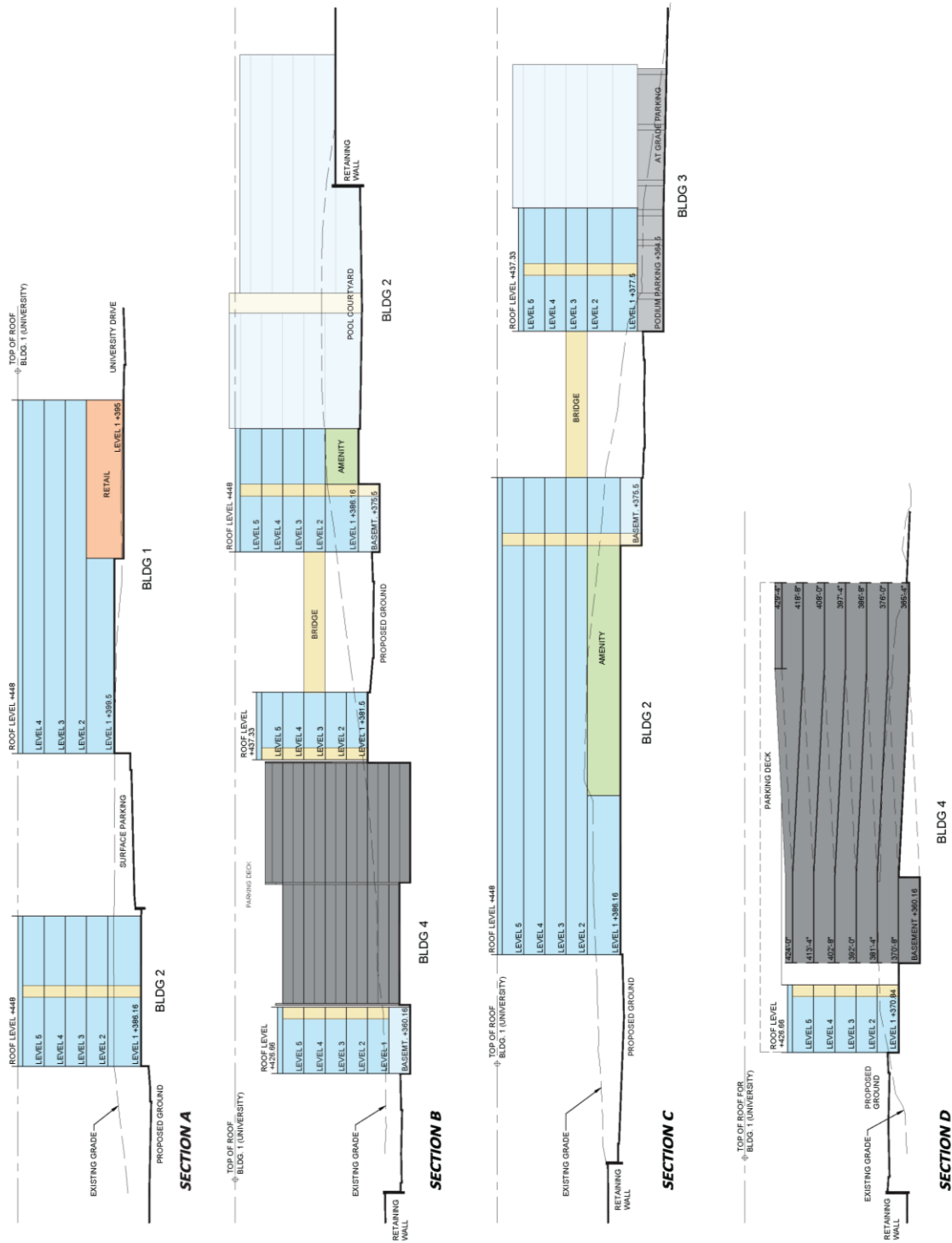
 subject property



Attachment 2 VA 17-15 Zoning



Attachment 3- Concept Graphics



Boulevard Perspective

Mississippi State University - Starkville, MS



Camp Ave. Perspective
Mississippi State University - Starkville, MS



Parking Deck Facade

Mississippi State University - Starkville, MS



University Dr. View

Mississippi State University - Starkville, MS



SECTION A

SECTION B

SECTION C

SECTION D

LOT 1
21.23 AC
BUILDING 1 (TYPE V)
40 UNITS
102 BEDS
21,595 GSF

LOT 2
21.23 AC
BUILDING 2 (TYPE III)
203 UNITS
136,098 GSF

LOT 3
21.23 AC
BUILDING 3 (TYPE III)
244 BEDS
114,406 GSF

LOT 4
21.23 AC
BUILDING 4 (TYPE III)
87 UNITS
101,339 GSF

COMMUNITY COMMON SPACE

TABLE 1: SITE DATA

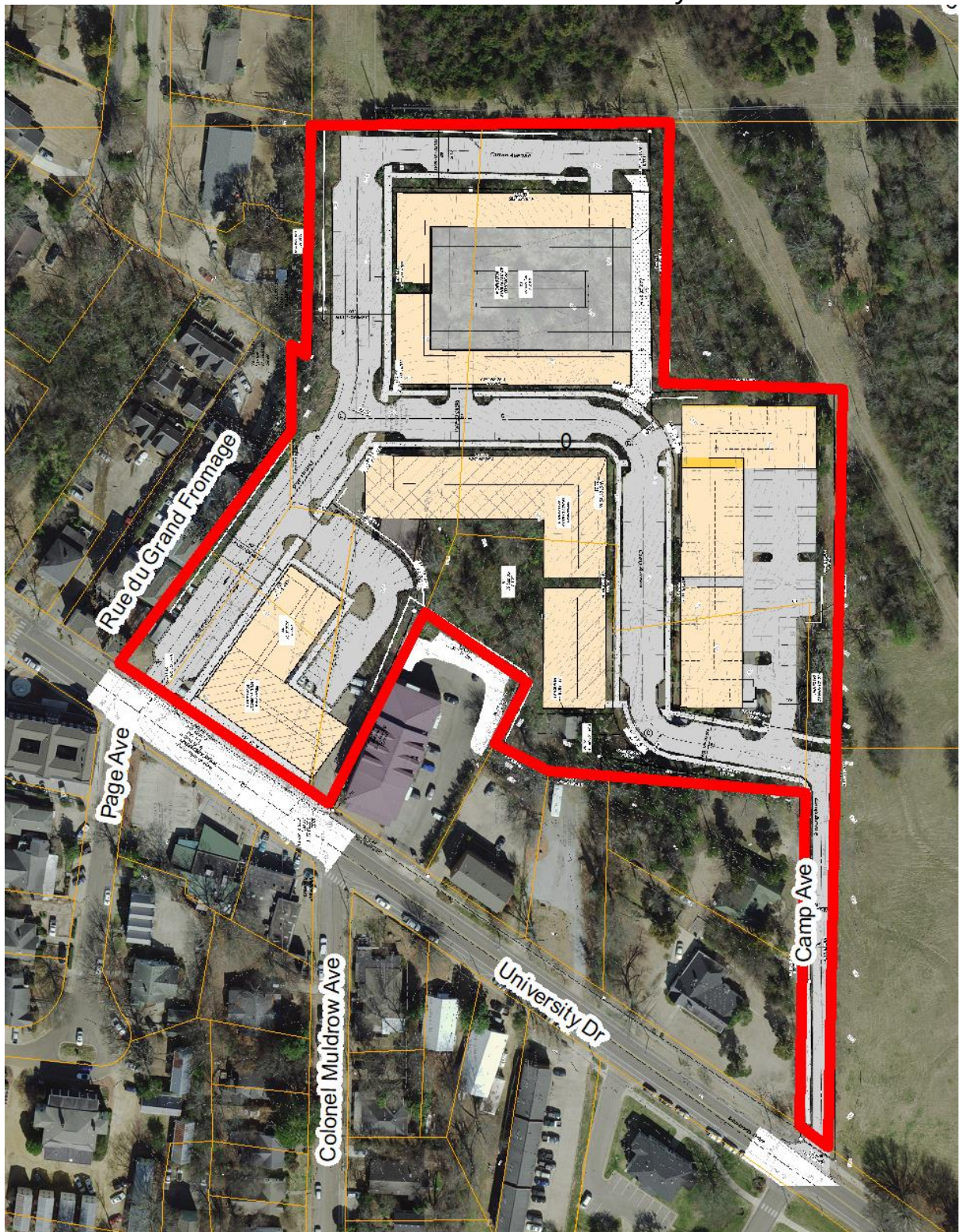
	LOT 1	LOT 2	LOT 3	LOT 4
LOT AREA	36620 SF	56772 SF	53970 SF	51333 SF
GREEN SPACE	6141 SF	28517 SF	14695 SF	6686 SF
PERCENTAGE GREEN	17	50	27	13
PERCENTAGE COVERED	83	50	73	87
LOT FRONTAGE	428.81	628.81	460.20	720.90
BUILDING FACE	300	552	362	658
PERCENTAGE GREEN	17	50	27	13
MAXIMUM LOT WIDTH	160	305	314	265

TABLE 2: BUILDING DATA

	BUILDING 1	BUILDING 2	BUILDING 3	BUILDING 4	TOTAL
BED COUNT	102	203	244	87	636
# LEVELS	4	5	5	5	5
PARKING	192	192	192	192	768
SITE DECK	103	103	103	103	412
*PODIUM	157	157	157	157	628
TOTAL	686	686	686	686	2736

*** AMENITIES FOR THIS LOT NOT DESIGNED AND NOT YET COUNTED**

Attachment 5- Site Plan Overlay



Attachment 6- Applicant Statement



2890 Rice Mine Road NE
Tuscaloosa, AL 35406
P (205) 561-3778 | F (205) 561-3779

August 30, 2017

RE: Variance Application, City of Starkville Board of Adjustments and Appeals
Walker Associates

Variances Requested:

- 1. Number of Building Stories - Maximum is 4 in T-5 Zone.**
 - a. The primary, most visible Building 1 along University Drive is only 4 stories tall.
 - b. The terrain drops off to the North where basement and podium levels require additional stories, but the view from University Drive will not have any buildings taller than Building 1.
 - c. The height of other the other buildings will not be above the 4 story Building 1 as shown by the sections though the site.
- 2. Road Frontage - Maximum use of road frontage is 80%.**
 - a. Lot 2 and Lot 4 exceed 80% because of Right-of-Way width and roadways on more than 1 side.
 - b. Building façade will have breezeways, cutouts, and other architectural elements to break up the building making it look like smaller buildings.
- 3. Lot Width - Maximum Lot width is 120 feet at frontage.**
 - a. Lots 2, 3, and 4 have lot widths over 120 feet.
 - b. As previously noted, the buildings will have breezeways, cutouts and other architectural elements to break up the front elevation making them look like smaller buildings.
- 4. Streets - Street width and sidewalks along streets.**
 - a. Because of required on-street parking, bike lanes, 2-way traffic, and a retaining wall along the West side of the development, a wider 8' sidewalk has been provided on the East Side of the street only.
 - b. The design of this development is that of an urban downtown area that is pedestrian and bicycle friendly. Streets have on-street parking and pedestrian bumpouts to calm traffic, increase green areas for plantings, and give better pedestrian access.





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: October 4, 2017
PAGE: Page 1 of 2

SUBJECT:

Discussion and Consideration of one candidate for potential appointment for a vacancy in the Keep Starkville Beautiful Committee.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

There is one candidate who has applied for a vacancy in the Keep Starkville Beautiful Committee. The position comes with a three-year term. Multiple vacancies were advertised in the Starkville Daily News on August 6 and August 13, 2017. As of this date there are still four vacancies. Three candidates were appointed to the committee at the September 5, 2017 Board of Alderman meeting.

Candidates for Consideration:

Arielle Stallings

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @662-323-2525 ext.3136 or Emily Corban @662-323-2525 ext. 3138

SUGGESTED MOTION:

Move approval of appointing Arielle Stallings to the Keep Starkville Beautiful Committee with a three-year term to begin on October 4, 2017.

Emily Corban

From: Havelin, Libbi <Libbi@nsparc.msstate.edu>
Sent: Tuesday, September 19, 2017 12:24 PM
To: e.corban@cityofstarkville.org
Cc: Daniel Havelin; amstallings@yahoo.com
Subject: Keep Starkville Beautiful- letters of interest

104 N. Rosebud Lane
Starkville, MS 3959
662-401-3510
amstallings@yahoo.com

September 18, 2017

Emily Corbin
Keep Starkville Beautiful
110 Lampkin Street
Starkville, MS 39759

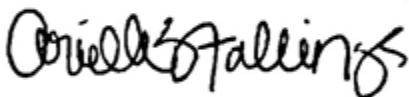
Dear Ms. Corbin,

I am enthusiastic about the Mission of Keep Starkville Beautiful and would like to join by becoming a Board Member.

I have worked on school beautification projects in the past.

As a member of this amazing community, my desire is to give the best first impression to comers and visitors when they visit our town. I would appreciate an opportunity to sit on the board where I can help make a difference in Starkville.

Sincerely,


Arielle Stallings



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: October 3, 2017
PAGE: Page 1 of 2

SUBJECT:

Discussion and Consideration of one candidate for potential appointment for the vacancy on the Starkville Tree Advisory Board.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

There is one applicant who has applied for one of the three vacancies on the Starkville Tree Advisory Board. The position comes with a four year term set to start on October 4, 2017 and expire on October 4, 2021.

Candidate for Consideration:

Peter Summerlin (Attachment 1)

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136 or Emily Corban @ 662-323-2525 ext 3138

SUGGESTED MOTION:

Move approval of the appointment of Peter Summerlin to the Starkville Tree Advisory Board for a four year term to begin on October 4, 2017

Peter Summerlin
100 Brookwood
Starkville, MS 39759

September 12, 2017

Starkville Mayor and Board of Aldermen
110 West Main Street
Starkville, MS 39759

Re: Interest in Serving on the Starkville Tree Advisory Board

Dear Mayor Spruill and the Starkville Board of Aldermen,

I am writing to express my interest in serving on the Starkville Tree Advisory Board (STAB). I should begin by acknowledging that the presence of a Tree Advisory Board in Starkville is a novel idea. A collection of professionals with a range of understanding in horticulture, planning and development, business, and utilities among others is a wonderful tool for any community and can help Starkville navigate unique development situations. I believe my current position as an Assistant Professor in the Department of Landscape Architecture at Mississippi State University as well as my work as a licensed landscape architect can be a valuable addition to this board.

In my career, I've worked with the Community Development Department in the City of Madison, MS and with multiple private land planning firms. In those positions, I've been on both sides of variance requests and have experience finding resolutions to unique planning situations, specifically ones that involve the landscape ordinance. In my current research as a professor, I've worked with larger metropolitan planning organizations to assess their current urban forest and develop strategies to repair and grow the canopy for social, environmental, and economic benefit. While this is not a direct objective of the Starkville Tree Advisory Board, I think it offers an added perspective that could make me a valuable team member.

I hope you will consider me for this position. Should you have any questions, I would be happy to answer them either by email or at a future meeting. Thank you for your consideration.

Sincerely,



Peter Summerlin, ASLA, RLA, LEED AP
ps111@msstate.edu



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 10.03.17
PAGE: 1

SUBJECT: Approval of Supplemental Agreement #3 for the Louisville Street Pedestrian Improvement Project and authorization for the mayor to execute the agreement.

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

Volkert Inc. is wrapping up the final design for the Louisville Street Pedestrian Project. During the detailed design process, it was determined that a pedestrian crossing at the Academy Road intersection would be very useful and beneficial for the project. This would provide a safe pedestrian route for residents to the east side of Louisville Street thereby providing access to Dollar General and other businesses. MDOT is requiring a pedestrian signal improvement at this intersection to accompany the crosswalk. The proposed supplemental agreement would include the detailed design for that pedestrian crossing. It was not included in the original scope and something that was added during the design process.

SUGGESTED MOTION: Move to approve the Supplemental Agreement #3 for the Louisville Street Pedestrian Improvement Project and authorization for the mayor to execute the agreement.

Between the
City of Starkville
And
Volkert, Inc.

SUPPLEMENTAL AGREEMENT NO. 2

Louisville Street Pedestrian Improvements
Oktibbeha County
STP-7107-00(004)LPA/107116-701000

WHEREAS, **Volkert, Inc.** (the CONSULTANT) entered into the Engineering Services Contract with the **City of Starkville** (the LPA) on the **2nd day of December, 2015**, to perform **engineering design of approximately 5,385 linear feet of 10'-wide concrete multi-use path along the west side of Louisville Street between Lynn Lane and Emerson Family School**, as provided for in Project No. **STP-7107-00(004)LPA/107116-701000** (the PROJECT) in **Oktibbeha County**; and,

WHEREAS, the CONSULTANT has been requested to provide **the design for a pedestrian signal at the intersection of Louisville Street and Academy Road** which was not part of the original scope of the project; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$5,939.73**

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Scope-of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include: **the design for a pedestrian signal at the intersection of Louisville Street and Academy Road**

The Maximum Allowable Cost shall be amended to add the sum of **\$5,939.73** so the revised total Maximum Allowable Contract Cost is **\$75,520.67**. The revised total Fixed Fee shall be **\$6,233.82**. The new Maximum Allowable Cost is delineated below in the Fee and Expense Schedule.

Fees and Expenses Schedule:

	Labor	Direct Cost	Fixed Fee	FCCM	Subconsultants	Phase Total
Original	\$29,888.90	\$4,111.50	\$3,586.67	\$59.30	\$10,651.49	\$48,297.86
SA #1	\$4,456.69	\$830.00	\$534.80	\$8.84	\$1,643.37	\$7,473.70
SA #2	\$12,308.89	\$0	\$1,477.07	\$23.42	\$0	\$13,809.38
SA #3	\$3,242.77	\$0	\$635.28	\$10.46	\$0	\$5,939.73
Totals	\$49,897.25	\$4,941.60	\$6,233.82	\$102.02	\$12,294.86	\$75,520.67

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

Dated, the _____ day of _____, 20__.

City of Starkville

Chief Administrative Official Mayor Lynn Spruill

Dated, the _____ day of _____, 20__.

Volkert, Inc.

Mark C. McConnell, P.E., Vice President



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

AGENDA ITEM DEPT.: Finance

AGENDA DATE 10/03/2017

PAGE: 1 of several

SUBJECT: Claims Docket through September 27, 2017

AMOUNT & SOURCE OF FUNDING: FY 2016 – 2017 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending October 3, 2017 is \$1,186,804.57
Of which the claims amount for Starkville Utilities is \$ 690,555.18

REQUESTING

DEPARTMENT: Finance and Administration

DIRECTOR'S

AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or
Leanne McGarr, Deputy Clerk – Accounts Payable

SUGGESTED MOTION: Approval of Claims Docket for claims from all departments including Starkville Utilities Department as of September 27, 2017 for fiscal year ending 9/30/17, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-17 and 21-15-21.



Expense Approval Report

By Fund

Post Dates 09/21/2017 - 09/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-000-054-205	24.00
FAIR OIL COMPANY	5624624	09/28/2017	ON ROAD DIESEL/STARKVILLE UTILITIES	001-000-070-251	13,915.63
FLOWERS BY THE BUNCH	265330	09/27/2017	FLOWERS FOR THE BALL	001-000-160-698	300.00
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-000-053-206	240.08
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-000-053-206	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-000-054-205	24.00
GENO HARRELL	COURT#2010-0462-CRA	09/27/2017	COURT ESCROW FUND - CIRCUIT COURT#2010-0462-CRA	001-000-149-691	698.10
MARION WATSON	CM0000438	09/26/2017	UMPIRE & REF FEES 09/26/2017 GARNISHMENT	001-000-106-604	-100.00
Outstanding Total:					15,161.81
Department 000 - UNDESIGNATED Total:					15,161.81
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-100-604-330	280.07
Outstanding Total:					280.07
Department 100 - BOARD OF ALDERMEN Total:					280.07
Department: 110 - MUNICIPAL COURT					
Outstanding					
PRECISION DELTA CORPORATION	8708	09/27/2017	9MM 115GR FMJ 500 RD CAS	001-110-501-200	211.40
CANON SOLUTIONS AMERICA -BURLINGTON	4023334294	09/27/2017	HTT26292 AUGUST CHARGES	001-110-604-330	15.72
CANON SOLUTIONS AMERICA -BURLINGTON	4023622584	09/27/2017	HTT26292 SEPT. CHARGES	001-110-604-330	15.62
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-110-604-330	142.19
CANON FINANCIAL SERVICES, INC	17765271	09/27/2017	HTT26292 SEPT. CHARGES	001-110-604-330	46.00
CANON FINANCIAL SERVICES, INC	17765277	09/27/2017	QLA19783 SEPT. CONTRACT CHARGE & USAGE	001-110-604-330	193.96
CADENCE VISA	114101	09/27/2017	FUNERAL FLOWERS-GREGORY MILLER	001-110-501-200	93.69
Outstanding Total:					718.58
Department 110 - MUNICIPAL COURT Total:					718.58
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON SOLUTIONS AMERICA -BURLINGTON	4023329236	09/27/2017	NZG06107- AUGUST	001-120-604-330	28.82
CANON FINANCIAL SERVICES, INC	17657914	09/27/2017	JME15733	001-120-604-330	63.75
CANON SOLUTIONS AMERICA -BURLINGTON	4023599006	09/27/2017	JME15733	001-120-604-330	30.22
CANON SOLUTIONS AMERICA -BURLINGTON	4023604758	09/27/2017	NGZ06107 SEPT. CHARGES	001-120-604-330	44.08
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-120-604-330	185.32

Expense Approval Report

Post Dates: 09/21/2017 - 09/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETTY CASH VOUCHERS	INV0023471	09/21/2017	BOARD MEETING SNACKS AND WATER	001-120-503-202	13.91
CANON FINANCIAL SERVICES, INC	17765271	09/27/2017	HTT26292 SEPT. CHARGES	001-120-604-330	46.00
CANON FINANCIAL SERVICES, INC	17765276	09/27/2017	JME15733 SEPT. CONTRACT CHARGE	001-120-604-330	63.75
NATIONAL LEAGUE OF CITIES	127499	09/27/2017	DIRECT MEMBER DUES	001-120-690-555	1,861.00
NORTH MISS MAYORS ASSOCIATION	PO I 4579	09/27/2017	MEMBERSHIP DUES	001-120-690-555	350.00

Outstanding Total: 2,686.85

Department 120 - MAYORS OFFICE Total: 2,686.85

Department: 123 - IT

Outstanding

CANON SOLUTIONS AMERICA -BURLINGTON	4023355469	09/27/2017	JWH03501 AUGUST CHARGES	001-123-604-330	19.16
NORTHEAST EXTERMINATING	313315	09/27/2017	PEST CONTROL 08/16/2017	001-123-630-400	45.00
CANON SOLUTIONS AMERICA -BURLINGTON	4023618546	09/27/2017	JWH03501 SEPT. CHARGES	001-123-604-330	39.74
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-123-604-330	1,260.87
CANON FINANCIAL SERVICES, INC	17765272	09/27/2017	JWH03501 /DRL72630 SEPT. CONT. CHRGS	001-123-604-330	87.50

Outstanding Total: 1,452.27

Department 123 - IT Total: 1,452.27

Department: 142 - CITY CLERKS OFFICE

Outstanding

WATKINS, WARD & STAFFORD, LLC	83195	09/21/2017	2016 AUDIT	001-142-600-301	29,500.00
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Outstanding Total: 29,500.00

Department 142 - CITY CLERKS OFFICE Total: 29,500.00

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

CANON SOLUTIONS AMERICA -BURLINGTON	4023334294	09/27/2017	HTT26292 AUGUST CHARGES	001-145-604-330	15.73
CANON SOLUTIONS AMERICA -BURLINGTON	4023615738	09/27/2017	JME09414 SEPTEMBER CHARGES	001-145-604-330	186.24
CANON SOLUTIONS AMERICA -BURLINGTON	4023622584	09/27/2017	HTT26292 SEPT. CHARGES	001-145-604-330	15.61
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-145-604-330	40.01
QUILL CORPORATION	9710544	09/21/2017	PAPER, CALCULATOR, ETC. CC	001-145-501-200	200.50
PETTY CASH VOUCHERS	INV0023470	09/21/2017	PETTY CASH -RECORDING DEED-LAND BY FAMILY DOLLA	001-145-691-550	12.00
CANON FINANCIAL SERVICES, INC	17765271	09/27/2017	HTT26292 SEPT. CHARGES	001-145-604-330	46.00
CANON FINANCIAL SERVICES, INC	17765273	09/27/2017	JME09414 SEPT CONTRACT CHARGE	001-145-630-400	370.00
SULLIVAN'S OFFICE SUPPLY, INC.	26528	09/28/2017	STORAGE BOXES / BINDERS	001-145-501-200	119.94
PETTY CASH VOUCHERS	INV0023472	09/21/2017	BOARD MEETING SNACKS AND WATER	001-145-501-200	24.29
SULLIVAN'S OFFICE SUPPLY, INC.	26660	09/28/2017	CCO-2 CHAIRS	001-145-501-200	274.80
DEMENT PRINTING COMPAN	INV0023520	09/27/2017	2 MINUTE BOOKS	001-145-501-200	426.70

Outstanding Total: 1,731.82

Department 145 - OTHER ADMINISTRATIVE Total: 1,731.82

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	834808	09/28/2017	SURETY BOND-MATTHEW DAVIS	001-159-620-371	100.00
REYNOLDS/RENASANT INSURANCE AGENCY	839996	09/28/2017	SURETY BOND-DIANE EVANS POLICY#69405996	001-159-620-371	175.00

Expense Approval Report

Post Dates: 09/21/2017 - 09/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
REYNOLDS/RENASANT INSURANCE AGENCY	845813	09/28/2017	SURETY BOND-LEANNE MCGARR	001-159-620-371	175.00
Outstanding Total:					450.00
Department 159 - BONDING-CITY EMPLOYEES Total:					450.00
Department: 169 - LEGAL					
Outstanding					
MITCHELL, MCNUTT, & SAM, P.A.	341295-A	09/27/2017	REMAINDER OF INVOICE MISSED ON PREVIOUS PAYMENT	001-169-600-302	46.60
CADENCE VISA	0002423238	09/27/2017	CLARION LEDGER-ENG.SVCS ADV	001-169-615-342	308.82
Outstanding Total:					355.42
Department 169 - LEGAL Total:					355.42
Department: 180 - HUMAN RESOURCES					
Outstanding					
CANON SOLUTIONS AMERICA -BURLINGTON	4023355469	09/27/2017	JWH03501 AUGUST CHARGES	001-180-604-330	19.17
CANON SOLUTIONS AMERICA -BURLINGTON	4023618546	09/27/2017	JWH03501 SEPT. CHARGES	001-180-604-330	39.74
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-180-604-330	336.03
CANON FINANCIAL SERVICES, INC	17765271	09/27/2017	HTT26292 SEPT. CHARGES	001-180-604-330	46.00
CANON FINANCIAL SERVICES, INC	17765272	09/27/2017	JWH03501 /DRL72630 SEPT. CONT. CHRGS	001-180-604-330	87.50
Outstanding Total:					528.44
Department 180 - HUMAN RESOURCES Total:					528.44
Department: 190 - CITY PLANNER					
Outstanding					
CANON SOLUTIONS AMERICA -BURLINGTON	4023334109	09/27/2017	DRL72630 AUGUST CHARGES	001-190-604-330	6.80
CANON FINANCIAL SERVICES, INC	17657914	09/27/2017	JME15733	001-190-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-190-525-231	6.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	INV#2920	09/21/2017	E911 ADDRESSING	001-190-501-200	140.00
CANON SOLUTIONS AMERICA -BURLINGTON	4023599000	09/27/2017	DRL72630 SEPT. CHARGES	001-190-604-330	6.78
CANON SOLUTIONS AMERICA -BURLINGTON	4023599006	09/27/2017	JME15733	001-190-604-330	30.22
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-190-604-330	240.08
CANON FINANCIAL SERVICES, INC	17765276	09/27/2017	JME15733 SEPT. CONTRACT CHARGE	001-190-604-330	63.75
FEDEX	5-928-50662	09/28/2017	REISMAN/ARCHIVES & HISTORY	001-190-607-607	22.72
SULLIVAN'S OFFICE SUPPLY, INC.	26584	09/28/2017	MAILING LABELS	001-190-501-200	24.80
CADENCE VISA	3NC06865SS631242R	09/27/2017	E.CORBAN REGISTRATION-AL/MS APA CONFERENCE REGISTR	001-190-610-350	250.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-190-525-231	6.00
SULLIVAN'S OFFICE SUPPLY, INC.	26673	09/28/2017	INK	001-190-691-550	66.32
CADENCE VISA	145695	09/27/2017	PROFESSIONAL MEMBERSHIP	001-190-690-557	390.00
Outstanding Total:					1,317.22
Department 190 - CITY PLANNER Total:					1,317.22
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
CINTAS	INV0023486	09/27/2017	INVOICES FOR 09/05/2017	001-192-510-220	306.03

Expense Approval Report

Post Dates: 09/21/2017 - 09/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS	INV0023485	09/27/2017	09/12/2017 INVOICES	001-192-510-220	25.07
CINTAS	INV0023487	09/27/2017	INVOICES FOR 09/19/2017	001-192-510-220	25.07
STARKVILLE UTILITIES	INV0023482	09/27/2017	ELECTRIC BILLS BY DEPT	001-192-625-380	4,066.95
Outstanding Total:					4,423.12
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					4,423.12

Department: 197 - ENGINEERING

Outstanding

CANON FINANCIAL SERVICES, INC	17657914	09/27/2017	JME15733	001-197-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-197-525-231	2.00
PETTY CASH VOUCHERS	INV0023473	09/21/2017	LETTERING TRUCK ENG-002	001-197-630-400	175.00
CANON SOLUTIONS AMERICA -BURLINGTON	4023599006	09/27/2017	JME15733	001-197-604-330	30.22
CANON FINANCIAL SERVICES, INC	17765271	09/27/2017	HTT26292 SEPT. CHARGES	001-197-604-330	46.00
CANON FINANCIAL SERVICES, INC	17765276	09/27/2017	JME15733 SEPT. CONTRACT CHARGE	001-197-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-197-525-231	2.00
Outstanding Total:					382.72
Department 197 - ENGINEERING Total:					382.72

Department: 201 - POLICE DEPARTMENT

Outstanding

CANON FINANCIAL SERVICES, INC	17338677	09/27/2017	QNR08831 MAY 2017 CONTRACT CHARGE	001-201-635-369	216.46
CANON FINANCIAL SERVICES, INC	17445084	09/27/2017	QNR08831 JUNE CONTRACT CHARGE	001-201-635-369	130.53
CANON FINANCIAL SERVICES, INC	17551407	09/27/2017	JULY CONTRACT CHARGE- POLICE	001-201-635-369	110.77
FLEET SAFETY EQUIPMENT, INC	162015	09/27/2017	RADAR	001-201-501-200	2,028.00
CANON SOLUTIONS AMERICA -BURLINGTON	4023290556	09/27/2017	RZE06197 AUGUST CHARGES	001-201-635-369	21.72
CANON SOLUTIONS AMERICA -BURLINGTON	4023326937	09/27/2017	HFW02043 AUGUST CHARGES	001-201-635-369	7.24
CANON SOLUTIONS AMERICA -BURLINGTON	4023333852	09/27/2017	JMQ18878 AUGUST CHARGES	001-201-635-369	77.63
CANON SOLUTIONS AMERICA -BURLINGTON	4023341127	09/27/2017	JMQ18879 AUGUST CHARGES	001-201-635-369	35.74
IVY AUTO PARTS, LLC.	PO M12875A	09/27/2017	565536,565637,567062,5669 93,567985,568092	001-201-630-360	434.13
WATERMARK PRINTERS LLC	10903	09/28/2017	BUSINESS CARDS MICHAEL COOPER	001-201-615-343	39.00
CANON SOLUTIONS AMERICA -BURLINGTON	4023367658	09/27/2017	NZG07932 AUGUST CHARGES	001-201-635-369	91.44
DPS CRIME LAB	90062615	09/27/2017	ANALYTICAL FEES -2	001-201-600-300	180.00
CANON FINANCIAL SERVICES, INC	17657913	09/27/2017	JMQ18879 & JMQ18878 AUGUST CONTRACT CHRGS	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	17657916	09/27/2017	QNR08831 AUGUST CONTRACT CHARGE & USAGE	001-201-635-369	153.01
AT&T	66261514676370593	09/27/2017	NCIC MONITORING LINE	001-201-600-300	31.79
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-201-525-231	30.00
THE CLINIC AT ELM LAKE, PA	18884	09/27/2017	DRUG TEST V. ARNOLD	001-201-600-319	30.00
THE CLINIC AT ELM LAKE, PA	18893	09/27/2017	DRUG TEST W.HATTEN	001-201-600-319	30.00
WEX Bank /WRIGHT EXPRESS FSC	50980081	09/28/2017	FUEL PURCHASES	001-201-525-231	669.89
DIGITAL-ALLY	1096230	09/27/2017	DATABASE MIGRATION-SOFTWARE UPDATE	001-201-501-200	300.00
BELL BUILDING SUPPLY, INC.	201389	09/27/2017	2 PLASTIC HEAD KEYS, GLOVE	001-201-501-200	10.37
PITTS SIGN COMPANY	INV0023524	09/27/2017	PARKING SIGNS/STRIPPING CAR#47	001-201-630-360	725.00

Expense Approval Report

Post Dates: 09/21/2017 - 09/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DANNY MCCLUSKEY TOWING	12226	09/27/2017	TOW TO TRISTAR	001-201-600-300	55.00
DIGITAL-ALLY	1096343	09/27/2017	G FORCE ENABLED INTERFACE BOX	001-201-501-200	320.00
CINTAS FIRST AID & SAFETY	5008736229	09/27/2017	MEDS FOR CABINET	001-201-501-200	208.56
LINDA MICHELLE HARGETT	08312017-SPD	09/27/2017	ALTERATIONS	001-201-600-300	594.00
OKTIBBEHA COUNTY COOPERATIVE	269819	09/27/2017	M 12848A REPAIRS TO MOWER	001-201-630-360	61.50
OKTIBBEHA COUNTY COOPERATIVE	270356	09/27/2017	PO M12853 BOOTS	001-201-535-233	99.85
CANON SOLUTIONS AMERICA -BURLINGTON	4023596500	09/27/2017	HWF02043 SEPT. CHARGES	001-201-635-369	7.24
CANON SOLUTIONS AMERICA -BURLINGTON	4023599933	09/27/2017	JMQ18879 SEPT. CHARGES	001-201-635-369	31.61
CANON SOLUTIONS AMERICA -BURLINGTON	4023616559	09/27/2017	JMQ18878 SEPT. CHARGES	001-201-635-369	127.63
AT & T	GC34617	09/27/2017	NCIC	001-201-600-300	492.23
CANON SOLUTIONS AMERICA -BURLINGTON	4023638062	09/27/2017	NZG07932 SEPT. CHARGES	001-201-635-369	53.16
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-201-604-330	1,801.21
HARLEY-DAVIDSON OF CENTRAL MS	M 12911A	09/27/2017	QUARTERLY LEASE PAYMENT	001-201-635-367	1,800.00
4-COUNTY ELECTRIC POWER ASSOCIATION	86313	09/28/2017	ELEC BILLS BY DEPT	001-201-625-380	455.00
DANNY MCCLUSKEY TOWING	12221 12224	09/27/2017	TOW TO IMPOUND LOT & TOW CAR #1897	001-201-600-300	160.00
BASICS, INC. A Trade America Company	21990	09/27/2017	JANITORIAL SUPPLIES	001-201-501-200	305.60
SULLIVAN'S OFFICE SUPPLY, INC.	26245	09/28/2017	STORAGE BOXES	001-201-501-200	165.98
MAGNOLIA BOTTLED WATER CO	26371	09/27/2017	WATER 26371	001-201-501-200	15.00
RACKLEY OIL INC.	463763 463868	09/27/2017	GAS	001-201-525-231	48.38
IVY AUTO PARTS, LLC.	568122	09/27/2017	BATTERY	001-201-630-360	171.24
SCOTT LOMAX	784316	09/27/2017	HEADLIGHT	001-201-501-200	35.62
TRI-STARR MUFFLER & BRAKE	811867	09/21/2017	BATTERY AND LABOR INV#811867	001-201-630-360	265.74
STARKVILLE FORD-LINCOLN MERCURY, IN	82895	09/28/2017	OIL CHANGE AND FILTER 2016 FORD EXPLORER BLACK	001-201-630-360	44.60
R&M TIRES	M-12870A	09/28/2017	INV#1114478,1114516,1114497,1114582,1114574	001-201-630-360	277.00
TRI-STARR MUFFLER & BRAKE	PO M12872A	09/28/2017	INV#S 811861,834800,834777,834794,834772,834754	001-201-630-360	3,297.44
RACKLEY OIL INC.	000464732	09/21/2017	GAS-INVOICE 000464732	001-201-525-231	42.49
DOGPOUND PRINTING	1002332	09/21/2017	POLICE SHIRTS	001-201-535-233	255.30
WAL MART-GENERAL CITY	720300556174	09/27/2017	HEADLIGHT BULB	001-201-501-200	36.25
MIKE EDWARDS	POM12891A	09/21/2017	BOOTS FROM ACADEMY SPORTS	001-201-535-233	53.49
RACKLEY OIL INC.	00464859	09/21/2017	GAS INVOICE #000464859	001-201-525-231	2,825.24
TRI-STARR MUFFLER & BRAKE	811884	09/28/2017	3 QUARTS OIL	001-201-630-360	15.00
ARMY NAVY PAWN SHOP	0063273	09/21/2017	4 PAIR PANTS FOR POLICE DEPARTMENT	001-201-535-233	160.00
R&M TIRES	1114683	09/28/2017	TIRE MOUNT	001-201-630-360	17.50
BOB'S MOBILE RADIO	315816 & 315817	09/21/2017	REPAIRS TO PATROL CARS	001-201-600-300	2,063.80
R&M TIRES	PO M12893A	09/28/2017	MULTIPLE INVOICES-REPAIRS	001-201-630-360	1,215.00
GREENOAKS UHAUL	100	09/28/2017	MOVING BOXES	001-201-600-300	175.00
CANON FINANCIAL SERVICES, INC	17765275	09/27/2017	JMQ18879 & JMQ18878 SEPT. CHARGES	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	17765278	09/27/2017	QNR08831 CONTRACT CHARGE & USAGE SEPT.	001-201-635-369	217.56
GOODYEAR AUTO SERVICE	44904241	09/27/2017	36 TIRES	001-201-501-200	4,047.44
ALLEN EDWARDS BODY SHOP	INV#2444	09/21/2017	REPAIR '07 CROWN VIN-2FAFP71W37X151904	001-201-630-360	2,036.40

Expense Approval Report

Post Dates: 09/21/2017 - 09/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF COLUMBUS	SPD0013360917	09/21/2017	FORENSIC LAB SERVICES FOR INVOICE 514	001-201-600-300	780.00
R&M TIRES	1114722	09/28/2017	REPAIR FLAT/INSTALL BATTER	001-201-630-360	25.00
IVY AUTO PARTS, LLC.	569040	09/27/2017	BATTERY	001-201-630-360	171.24
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-201-525-231	30.00
STARKVILLE UTILITIES	INV0023482	09/27/2017	ELECTRIC BILLS BY DEPT	001-201-625-380	857.77
ATMOS ENERGY	INV0023484	09/27/2017	UTILITY BILLS FOR AUGUST AND SEPTEMBER	001-201-625-380	808.88
R&M TIRES	PO-M12878A	09/28/2017	111-2546,2057,1864,1863,2025,2124,2230,2111,2501	001-201-630-360	707.50

Outstanding Total: 33,591.17

Department 201 - POLICE DEPARTMENT Total: 33,591.17

Department: 215 - CUSTODY OF PRISONERS

Outstanding

STARKVILLE RADIOLOGY	2010784	09/27/2017	DR. BILL FOR NICK MONROE	001-215-541-237	460.00
CLAY COUNTY SHERIFF DEPARTMENT	AUGUST 2017	09/21/2017	INMATE HOUSING AUGUST 2017	001-215-541-237	630.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0023474	09/21/2017	FEEDING INMATES AUGUST 2017	001-215-541-237	12,030.00
STARKVILLE SMILES	PO M-12883A	09/21/2017	DENTAL BILL FOR ANTHONY BAILEY	001-215-541-237	96.17
ZIP SCRIPTS	155140	09/27/2017	MEDS FOR M.DELK	001-215-541-237	23.37
ZIP SCRIPTS	INV0023475	09/21/2017	PRISONER MEDS	001-215-541-237	14.38

Outstanding Total: 13,253.92

Department 215 - CUSTODY OF PRISONERS Total: 13,253.92

Department: 237 - FIRING RANGE

Outstanding

JAMES IKE LANGLEY	INV#1251	09/21/2017	INSTALL AND REPAIR TOILETS AT RANGE	001-237-545-238	1,000.00
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Outstanding Total: 1,000.00

Department 237 - FIRING RANGE Total: 1,000.00

Department: 250 - NARCOTICS BUREAU

Outstanding

SYNERGETICS DIVERSIFIED COMP, INC	2676	09/28/2017	MONTHLY RENT SEPT 2017	001-250-635-368	550.00
SYNERGETICS DIVERSIFIED COMP, INC	2677	09/28/2017	MONTHLY RENT SEPT 2017	001-250-635-368	950.00

Outstanding Total: 1,500.00

Department 250 - NARCOTICS BUREAU Total: 1,500.00

Department: 261 - FIRE DEPARTMENT

Outstanding

CANON SOLUTIONS AMERICA -BURLINGTON	436768-1	09/27/2017	FIRE DEPT. COPIER RENTAL	001-261-501-200	1.49
COLUMBUS RUBBER & GASKET CO., INC.	547526-001	09/27/2017	BRAKE LINE FAB	001-261-630-360	19.29
WAL MART-GENERAL CITY	725200254520	09/27/2017	GAS CANS	001-261-691-550	115.26
LANN CHEMICAL & SUPPLY	018943	09/28/2017	TOWELS, TISSUE, CLEANERS	001-261-510-220	417.90
LANN CHEMICAL & SUPPLY	018943-1	09/28/2017	CLEANERS	001-261-510-220	77.14
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-261-525-231	12.00
THE CLINIC AT ELM LAKE, PA	18860	09/27/2017	DRUG TESTS-W.DANIELS, J.DIAZ, J.MASK	001-261-600-319	90.00
THE CLINIC AT ELM LAKE, PA	18873	09/27/2017	DRUG TEST B.REYNOLDS	001-261-600-319	30.00
OKTIBBEHA COUNTY COOPERATIVE	265999	09/27/2017	H 16385 BOOTS	001-261-535-233	99.85
POWERSTROKE EQUIPMENT SALES & SVC	2514	09/27/2017	TRIMMER HEAD	001-261-555-250	32.99

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Post Dates: 09/21/2017 - 09/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	202712	09/27/2017	SINGLE SIDED KEYS -3/BCLD BOILER	001-261-555-250	17.56
EMERGENCY EQUIPMENT PROFESSIONALS	429432	09/27/2017	ANALYTICAL AIR ANALYSIS	001-261-630-360	150.00
WAL MART-GENERAL CITY	725000237812	09/27/2017	JANITORIAL SUPPLIES	001-261-555-250	116.21
THOMPSON MACHINERY	RP15905	09/28/2017	LADDER REPAIR	001-261-630-360	180.77
RACKLEY OIL INC.	000464858	09/28/2017	FUEL FOR TRUCKS	001-261-525-231	354.12
WATERS TRUCK & TRACTOR CO. INC.	1P133915	09/28/2017	HEAD PWR BRK CYL/MOTOR SHOP	001-261-630-360	575.18
POWERSTROKE EQUIPMENT SALES & SVC	2550	09/27/2017	CHAINSAW REPAIR	001-261-630-360	80.48
WAL MART-GENERAL CITY	725500027808	09/27/2017	SUPPLIES.	001-261-555-250	63.92
BELL BUILDING SUPPLY, INC.	203167	09/21/2017	BAKE ELEMENT	001-261-555-250	27.09
NEWELL PAPER COMPANY	3012829	09/27/2017	DISWASHER DETERGENT	001-261-510-220	40.84
NEWELL PAPER COMPANY	3012830	09/27/2017	DETERGENTS	001-261-510-220	446.13
GATEWAY TIRE & SERVICE CENTER	1103832919	09/21/2017	2 TIRES FOR FDS	001-261-630-360	316.40
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-261-525-231	12.00
QUILL CORPORATION	9900305	09/27/2017	OFFICE SUPPLIES	001-261-501-200	468.53
BULLEX INC	106754	09/27/2017	2 SMART DUMMIES	001-261-918-805	3,685.00
TJ CHEMICALS & SUPPLIES	1862	09/27/2017	SHINE AND WAX	001-261-630-360	259.00
NEWELL PAPER COMPANY	3013641	09/27/2017	DISH DETERGENT	001-261-510-220	44.96
RACKLEY OIL INC.	000465892	09/27/2017	DIESEL	001-261-525-231	378.71
EVS /G&W DIESEL SERVICES, INC	129678	09/27/2017	DEFLECTOR KIT	001-261-630-360	79.00
LAIRD CLINIC OF FAMILY MEDICINE	896480	09/27/2017	PHYSICALS	001-261-600-319	367.00

Outstanding Total: 8,558.82

Department 261 - FIRE DEPARTMENT Total: 8,558.82

Department: 262 - FIRE PREVENTION

Outstanding

WAL MART-GENERAL CITY	726900488720	09/27/2017	MONITOR	001-262-555-250	198.00
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Outstanding Total: 198.00

Department 262 - FIRE PREVENTION Total: 198.00

Department: 263 - FIRE TRAINING

Outstanding

NICHOLAS PEARSON	INV0023477	09/21/2017	EDUCATION-MEALS	001-263-600-390	61.18
NICHOLAS PEARSON	INV0023478	09/21/2017	EDUCATION FF100 1 & 2 MEALS	001-263-600-390	61.51
NICHOLAS PEARSON	INV0023479	09/21/2017	EDUCATION FF1001 1&2 MEALS	001-263-600-390	65.25
STATE FIRE ACADEMY	25627 & 25676	09/21/2017	DRIVER OPER 1002/KEYS, NEW FIRE CHIEF III-BIRD	001-263-600-390	733.00
KENNETH WILSON	INV0023533	09/28/2017	TRAVEL REIMBURSEMENT 9/10-9/14/17	001-263-600-390	208.48
STATE FIRE ACADEMY	25689	09/21/2017	DRIVERS/OPERS 1002 CAIN & T.DAVIS	001-263-600-390	1,350.00
STATE FIRE ACADEMY	25711	09/28/2017	HOW TO DEVELOP FITNESS PROGRAM	001-263-600-390	240.00
MICHAEL HOLMES	INV0023513	09/27/2017	MSFA	001-263-600-390	76.70
MICHAEL HOLMES	INV0023513	09/27/2017	MSFA AUG 20-23,2017	001-263-600-390	24.60
MICHAEL HOLMES	INV0023513	09/27/2017	MSFA SEPT 10-13,2017	001-263-600-390	22.47
MICHAEL HOLMES	INV0023513	09/27/2017	MSFA AUG 27-30,2017	001-263-600-390	36.54
STATE FIRE ACADEMY	25745	09/27/2017	SAFETY EDUCATOR - J.WAD	001-263-600-390	175.00

Outstanding Total: 3,054.73

Department 263 - FIRE TRAINING Total: 3,054.73

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Post Dates: 09/21/2017 - 09/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 264 - FIRE COMMUNICATIONS					
Outstanding					
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-264-604-330	160.04
Outstanding Total:					160.04
Department 264 - FIRE COMMUNICATIONS Total:					160.04
Department: 267 - FIRE STATIONS AND BUILDINGS					
Outstanding					
SECURITY SOLUTIONS	102634	09/28/2017	ANNUAL FEE FOR R-1885 FIRE NETWORK PROTOCOL	001-267-558-269	540.00
NESCO ELECTRICAL DISTRIBUTORS	52192536.001	09/27/2017	BULBS FOR STATION	001-267-558-269	110.77
4-COUNTY ELECTRIC POWER ASSOCIATION	86313	09/28/2017	ELEC BILLS BY DEPT	001-267-625-380	390.00
NESCO ELECTRICAL DISTRIBUTORS	52196726.001	09/27/2017	LIGHT BALLAST	001-267-558-269	17.56
RICK'S DISCOUNT FURNITURE	217059	09/21/2017	FIRE STATION 5 FURNITURE	001-267-558-269	2,500.00
OKTIBBEHA COUNTY COOPERATIVE	275454	09/21/2017	HERBICIDES FOR ALL STATION	001-267-558-269	283.05
S&K DOOR AND SPECIALTY COMPANY, INC.	62339	09/27/2017	OPERATOR REPLACEMENT	001-267-558-269	1,400.00
OKTIBBEHA COUNTY COOPERATIVE	PO-H16463	09/27/2017	279558, CM279632, 279348, 279579	001-267-558-269	445.96
STARKVILLE UTILITIES	INV0023482	09/27/2017	ELECTRIC BILLS BY DEPT	001-267-625-380	2,506.50
ATMOS ENERGY	INV0023484	09/27/2017	UTILITY BILLS FOR AUGUST AND SEPTEMBER	001-267-625-380	112.07
ATMOS ENERGY	INV0023484	09/27/2017	UTILITY BILLS FOR AUGUST AND SEPTEMBER	001-267-625-380	164.22
LOWE'S	14370	09/27/2017	WASHER ST 2	001-267-558-269	284.05
Outstanding Total:					8,754.18
Department 267 - FIRE STATIONS AND BUILDINGS Total:					8,754.18
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	17657914	09/27/2017	JME15733	001-281-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-281-525-231	4.00
CANON SOLUTIONS AMERICA -BURLINGTON	4023599006	09/27/2017	JME15733	001-281-604-330	30.20
CANON FINANCIAL SERVICES, INC	17765276	09/27/2017	JME15733 SEPT. CONTRACT CHARGE	001-281-604-330	63.75
EXPRESS EMPLOYMENT PROFESSIONALS	19452285	09/21/2017	J.POSLEY-WEEK OF 9/4-9/10	001-281-600-300	515.46
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-281-525-231	4.00
EXPRESS EMPLOYMENT PROFESSIONALS	19484376	09/27/2017	J.POSLEY	001-281-600-300	601.37
Outstanding Total:					1,282.53
Department 281 - BUILDING/CODES OFFICE Total:					1,282.53
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
4-COUNTY ELECTRIC POWER ASSOCIATION	86313	09/28/2017	ELEC BILLS BY DEPT	001-290-625-380	139.00
4-COUNTY ELECTRIC POWER ASSOCIATION	99633-8	09/28/2017	AUGUST ELECT-CIVIL AIR PATROL	001-290-625-380	60.36
STARKVILLE UTILITIES	INV0023482	09/27/2017	ELECTRIC BILLS BY DEPT	001-290-625-380	132.37
Outstanding Total:					331.73
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					331.73
Department: 301 - STREET DEPARTMENT					
Outstanding					
OREILLY AUTO PARTS	997-371801	09/27/2017	SERVICE KIT AND ADAPTER	001-301-630-400	146.97

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Post Dates: 09/21/2017 - 09/28/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-301-525-231	16.00
OREILLY AUTO PARTS	997-377677	09/27/2017	2 WRENCHES AND STABILIZER	001-301-555-250	69.97
SHERWIN WILLIAMS CO.	6361-4	09/27/2017	PO A-1970 TRAN#6361 08/26/2017	001-301-565-272	96.65
SHERWIN WILLIAMS CO.	PO A1970	09/21/2017	PAINT SUPPLIES	001-301-565-272	96.65
BELL BUILDING SUPPLY, INC.	201932	09/27/2017	2 METAL WATER,2CRAYON LUMBER/FLAG TAPE,SCREWDRIVER	001-301-555-250	22.15
COLUMBUS RUBBER & GASKET CO., INC.	548565-01	09/27/2017	2 HOSE ASSEMBLIES	001-301-560-270	228.21
THOMPSON MACHINERY	PC110251263	09/28/2017	PARTS AND SERVICE	001-301-630-400	267.60
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-301-604-330	142.19
CINTAS	INV0023486	09/27/2017	INVOICES FOR 09/05/2017	001-301-535-233	35.00
CINTAS	INV0023486	09/27/2017	INVOICES FOR 09/05/2017	001-301-535-233	112.85
UNITED RENTALS (NORTH AMERICA), INC.	149965243	09/28/2017	AIR HOSES AND BLADES	001-301-560-270	22.54
UNITED RENTALS (NORTH AMERICA), INC.	149968232	09/28/2017	AIR HOSE/BLADES	001-301-560-270	100.78
UNIVAR USA INC.	BH577292	09/28/2017	ML KONTROL 4-4 MOSQ	001-301-561-271	774.00
CITY GLASS CO	32485	09/27/2017	31.1/8 X 58 3/4 GLASS	001-301-630-400	146.74
CINTAS	INV0023485	09/27/2017	09/12/2017 INVOICES	001-301-535-233	133.04
CINTAS	INV0023485	09/27/2017	09/12/2017 INVOICES	001-301-535-233	35.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-301-525-231	16.00
CINTAS	INV0023487	09/27/2017	INVOICES FOR 09/19/2017	001-301-535-233	115.93
CINTAS	INV0023487	09/27/2017	INVOICES FOR 09/19/2017	001-301-535-233	35.00
HELENA CHEMICAL COMPAN	62088327	09/27/2017	SPRAYING DITCHES- DRAINAGE MAINTENANCE	001-301-561-271	10,365.75
TRIPLE C TRAILERS, LLC	839	09/28/2017	HEAVY DUTY TILT TRAILER	001-301-918-805	1,800.00
ATMOS ENERGY	INV0023484	09/27/2017	UTILITY BILLS FOR AUGUST AND SEPTEMBER	001-301-625-380	80.20

Outstanding Total: 14,859.22

Department 301 - STREET DEPARTMENT Total: 14,859.22

Department: 302 - STREET LIGHTING

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	86313	09/28/2017	ELEC BILLS BY DEPT	001-302-625-380	10,357.28
4-COUNTY ELECTRIC POWER ASSOCIATION	86566	09/28/2017	ELEC BILLS BY DEPT	001-302-625-380	113.01
STARKVILLE UTILITIES	INV#10000493	09/21/2017	STREET LIGHT BULBS	001-302-625-380	309.96
STARKVILLE UTILITIES	INV0023482	09/27/2017	ELECTRIC BILLS BY DEPT	001-302-625-380	200.76
STARKVILLE UTILITIES	INV0023482	09/27/2017	ELECTRIC BILLS BY DEPT	001-302-625-380	29,513.00

Outstanding Total: 40,494.01

Department 302 - STREET LIGHTING Total: 40,494.01

Department: 360 - ANIMAL CONTROL

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-360-525-231	2.00
DOGPOUND PRINTING	1002338	09/27/2017	10 SPORT TEK SHIRTS	001-360-535-233	230.70
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-360-525-231	2.00

Outstanding Total: 234.70

Department 360 - ANIMAL CONTROL Total: 234.70

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

WAUKAWAY DISTRIBUTORS, INC	CLR0817-48	09/28/2017	COOLER RENT-AUGUST 2017	001-550-501-220	10.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	001-550-501-204	8.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PICKLEBALL CENTRAL	168995	09/27/2017	DILLER TOURN SET, PADDLES,BALLS,NET	001-550-600-300	209.99
CINTAS FIRST AID & SAFETY	5008736230	09/27/2017	FIRST AID ITEMS	001-550-501-220	179.31
G&K SERVICES	6231381340	09/28/2017	PARK MATS	001-550-600-300	36.20
CANON SOLUTIONS AMERICA -BURLINGTON	4023627830	09/27/2017	COPIER MAINTENANCE	001-550-501-200	345.89
WAWKAWAY DISTRIBUTORS, INC	CLR0917-49	09/28/2017	2017 COOLER RENT- SEPTEMBER	001-550-501-220	10.00
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	001-550-600-330	40.01
NEWELL PAPER COMPANY	3012127	09/27/2017	TOWELS AND BLACK LINERS	001-550-600-300	67.73
FLOWERS BY THE BUNCH	265358	09/27/2017	GREEN PLANT J.ROBERT ARNOLD	001-550-501-220	44.00
CANON FINANCIAL SERVICES, INC	17765274	09/27/2017	JMQ12482 CONTRACT CHARGE SEPT.	001-550-600-330	382.00
G&K SERVICES	6231386205	09/27/2017	PARK MATS	001-550-600-300	36.20
NATIONAL ENTERTAINMENT TECHNOLOGIES, INC.	170913002	09/27/2017	HARVEST CANDY FILLED EGGS	001-550-600-300	600.00
NEWELL PAPER COMPANY	3012870	09/27/2017	TOILET TISSUE, TOWELS, LINERS	001-550-501-208	181.27
HAF-TO-GO PORTABLE TOILET	12091	09/27/2017	PORTABLE TOILETS	001-550-600-300	300.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	001-550-501-204	8.00
OKTIBBEHA COUNTY COOPERATIVE	278083 & 278138	09/27/2017	N-13614 CAN AND PARTS	001-550-600-300	52.14
G&K SERVICES	6231388622	09/27/2017	PARK MAT	001-550-600-300	36.20
PARKER-McGILL CHRYSLER DODGE JEEP	INV0023516	09/27/2017	SVC CHECK / WASTE REMOVA	001-550-600-370	56.25
AUTOMOTIVE SERVICE CTR	016258	09/27/2017	VEHICLE MAINTENANCE	001-550-600-370	79.00
TRI-STARR MUFFLER & BRAKE	234818	09/27/2017	CONVERTER	001-550-600-370	325.00
NEWELL PAPER COMPANY	3013583	09/27/2017	BATHROOM SUPPLIES	001-550-501-208	289.51
POWER CLEAN JANITORIAL SERVICES	1106	09/27/2017	JANITORIAL SVCS AUG 2017	001-550-600-300	1,585.00
POWER CLEAN JANITORIAL SERVICES	1107	09/27/2017	JANITORIAL SVCS SEPT 2017	001-550-600-300	1,585.00
BLICK ART MATERIALS	8256890	09/27/2017	PAINT SUPPLIES	001-550-600-300	384.72
STARKVILLE UTILITIES	INV0023482	09/27/2017	ELECTRIC BILLS BY DEPT	001-550-600-340	24,282.24
ATMOS ENERGY	INV0023484	09/27/2017	UTILITY BILLS FOR AUGUST AND SEPTEMBER	001-550-600-340	48.46
SCHRONDA FAYE EDDINS	09/26/2017	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	500.00
ANTHONY STEVENSON	INV0023491	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	800.00
KENNEDI AKINS	INV0023492	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	200.00
VERLEAN AKINS	INV0023493	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	338.00
RACHEL LAMBERT	INV0023494	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	500.00
CODY ROMAN	INV0023495	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	500.00
RICHARD HILL	INV0023496	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	252.00
ANDREW MOCK	INV0023498	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	324.00
CLIFTON DAVES	INV0023499	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	90.00
COOPER CLEMENT	INV0023500	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	144.00
CALVIN.WARE	INV0023501	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	198.00
AUSTIN DALE HIPPS	INV0023502	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	90.00
ZEBEDEE RICE	INV0023503	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	54.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MARION WATSON	INV0023504	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	400.00
JALANA M. PERSE	INV0023505	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	120.00
NEIKO HOWELL	INV0023506	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	120.00
CHARLES R. TILLERY II	INV0023507	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	640.00
RONALD JOHNSON JR.	INV0023508	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	470.00
KEIVIN WARE	INV0023509	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	450.00
REGGIE (REGINALD) CAMPBELL	INV0023510	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	320.00
RAPHAEL McCLAIN	INV0023511	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	407.50
CONNIE WISE	INV0023512	09/26/2017	UMPIRE & REF FEES 09/26/2017	001-550-600-320	255.00
Outstanding Total:					38,354.62
Department 550 - PARKS AND REC DEPARTMENT Total:					38,354.62

Department: 600 - CAPITAL PROJECTS

Outstanding

LEE'S PRECAST CONCRETE, INC	108202	09/28/2017	PRECAST TRIPLE SS-2 LID GREEN STREET	001-600-948-875	750.00
MSU PLANNING, DESIGN & CONSTRUCTION	1948PDCARS16	09/21/2017	RUSSELL STREET #16	001-600-912-856	2,360.59
MSU PLANNING, DESIGN & CONSTRUCTION	1948PDCARS17	09/21/2017	RUSSELL STREET #17, 1948PDCARS17	001-600-912-856	2,967.75
MSU PLANNING, DESIGN & CONSTRUCTION	1948PDCARS18	09/21/2017	RUSSELL STREET #18/1948PDCARS18	001-600-912-856	19,908.54
FALCON CONTRACTING CO., INC	INV0023532	09/28/2017	SOUTH LAFAYETTE STREET- OVERLAY	001-600-948-877	10,731.15
STARKVILLE UTILITIES	10000493	09/28/2017	42 STREET LIGHT BULBS	001-600-721-813	309.96
FALCON CONTRACTING CO., INC	3730	09/27/2017	TURNBERRY LANE	001-600-948-873	11,664.00
GROUNDSTONE CONSTRUCTION	262-6	09/28/2017	LYNN LANE TRENCHING	001-600-948-874	1,624.00
MITCHELL SIGNS	9525	09/28/2017	BLACK STREET POST, STOP SIGNS, ETC.	001-600-948-874	14,787.81
MITCHELL SIGNS	9525	09/28/2017	BLACK STREET POST, STOP SIGNS, ETC.	001-600-948-875	229.19
TERRY STIDHAM CONSTRUCTION	INV0023525	09/28/2017	DRAINAGE IMPROVEMENTS	001-600-912-808	4,795.38
TERRY STIDHAM CONSTRUCTION	INV0023526	09/28/2017	DRAINAGE IMPROVEMENTS- NOTTINGHAM	001-600-912-808	2,397.70
TERRY STIDHAM CONSTRUCTION	INV0023527	09/26/2017	JACKSON STREET DRAIN INLET IMPROVEMENTS	001-600-948-875	490.00
TERRY STIDHAM CONSTRUCTION	INV0023528	09/28/2017	GREEN STREET STORM DRAIN IMPROVEMENTS	001-600-948-875	310.00
TERRY STIDHAM CONSTRUCTION	INV0023529	09/28/2017	NEEDMORE@MCDONALD'S SIDEWALK IMPROVEMENTS	001-600-948-874	367.50
TERRY STIDHAM CONSTRUCTION	INV0023530	09/28/2017	2017 SIDEWALK IMPROVEMENTS PROJECT- PHASE 1	001-600-903-516	6,741.25
TERRY STIDHAM CONSTRUCTION	INV0023531	09/28/2017	2017 SIDEWALK IMPROVEMENTS -PHASE 3	001-600-903-516	26,004.00
MPIC - MS PRISON INDUSTRIES CORP.	59443-550	09/28/2017	5 TRASH CANS	001-600-948-874	2,015.00
Outstanding Total:					108,453.82
Department 600 - CAPITAL PROJECTS Total:					108,453.82

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 800 - DEBT SERVICE					
Outstanding					
OKTIBBEHA COUNTY	24463	09/27/2017	HEADWATERS INVOICE119215 REIMB	001-800-890-850	1,087.63
Outstanding Total:					1,087.63
Department 800 - DEBT SERVICE Total:					1,087.63
Fund 001 - GENERAL FUND Total:					334,157.44

Fund: 015 - AIRPORT FUND**Department: 505 - AIRPORT****Outstanding**

4-COUNTY ELECTRIC POWER ASSOCIATION	86313	09/28/2017	ELEC BILLS BY DEPT	015-505-625-380	48.56
NESCO ELECTRICAL DISTRIBUTORS	52196189.001	09/27/2017	HALIDE AND MOG LAMPS	015-505-501-198	74.38
REBEL SERVICES, LLC	2937	09/27/2017	TURK INDUCTIVE SWITCH	015-505-630-400	177.81
MITCHELL, MCNUTT, & SAM, P.A.	341295-A	09/27/2017	REMAINDER OF INVOICE MISSED ON PREVIOUS PAYMENT	015-505-600-338	112.00
RODNEY LINCOLN	1972347	09/27/2017	RENEW BASIC LISTING FOR BRYAN AIRPORT- AIRNAV.CO	015-505-570-273	36.19
RODNEY LINCOLN	1972347	09/27/2017	RENEW BASIC LISTING FOR BRYAN AIRPORT- AIRNAV.CO	015-505-570-273	23.96
RODNEY LINCOLN	1972347	09/27/2017	RENEW BASIC LISTING FOR BRYAN AIRPORT- AIRNAV.CO	015-505-630-400	79.00
WAL MART-GENERAL CITY	725800210752	09/27/2017	SHOP TOWELS AND DRINKS	015-505-501-200	43.69
MAGNOLIA BOTTLED WATER CO	26488	09/28/2017	BOTTLED WATER AND CUPS	015-505-501-200	42.00
OKTIBBEHA COUNTY COOPERATIVE	276040	09/27/2017	J 1929 PARTS 276040 & 275935	015-505-630-400	154.45
CITY ALIGNMENT SERVICE	65836	09/27/2017	REPAIR 04 CROWN VIC INV#65836	015-505-630-400	171.36
RACKLEY OIL INC.	116719+464184	09/28/2017	INV 116719 &464184	015-505-525-231	620.43
EASTERN AVIATION FUELS	2828508	09/28/2017	AVGAS 100LL	015-505-525-232	5,378.60
EASTERN AVIATION FUELS	2829148	09/28/2017	JET FUEL W ADDITIVE	015-505-525-233	17,769.54
OKTIBBEHA COUNTY COOPERATIVE	280392	09/27/2017	J1939 ENGINE PARTS	015-505-630-400	294.34
STARKVILLE UTILITIES	INV0023482	09/27/2017	ELECTRIC BILLS BY DEPT	015-505-625-380	432.49
Outstanding Total:					25,458.80
Department 505 - AIRPORT Total:					25,458.80
Fund 015 - AIRPORT FUND Total:					25,458.80

Fund: 022 - SANITATION**Department: 322 - SANITATION DEPARTMENT****Outstanding**

REYNOLDS/RENASANT INSURANCE AGENCY	829894	09/28/2017	MOWER INSURANCE POLICY#829894	022-322-620-370	3.00
THE CLINIC AT ELM LAKE, PA	18747	09/27/2017	DRUG TEST A.MCCOY	022-322-600-300	30.00
THE CLINIC AT ELM LAKE, PA	18766	09/27/2017	BISHOP AND COLEMAN	022-322-600-300	60.00
THE CLINIC AT ELM LAKE, PA	18781	09/27/2017	NORWOOD	022-322-600-300	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	022-322-525-231	42.00
TERRY'S GARAGE, INC	40833	09/28/2017	TRUCK 40 REPAIRS	022-322-630-360	1,057.74
BULLDOG TOWING & RECOVERY	36901	09/27/2017	PICKUP TRUCK#98 AND TAKE TO H&O	022-322-630-360	350.00
CINTAS	INV0023486	09/27/2017	INVOICES FOR 09/05/2017	022-322-535-233	185.90
NORTHEAST EXTERMINATING	314282	09/27/2017	SANITATION DEPARTMENT PEST CONTROL SEPT 2017	022-322-600-300	30.00
HANCOCK EQUIP. & OIL CO.	009578	09/27/2017	CLEAN TRUCKS	022-322-555-250	691.25
CINTAS	INV0023485	09/27/2017	09/12/2017 INVOICES	022-322-535-233	185.90
STARKVILLE UTILITIES	14620-0717	09/28/2017	JULY 2017 SANITATION	022-322-600-333	4,467.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	203295	09/27/2017	REACHER / RC-2	022-322-555-250	64.55
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	REPLACEMENT CUP		
CITY ALIGNMENT SERVICE	65803	09/27/2017	SEPTEMBER TESTING	022-322-525-231	42.00
QUILL CORPORATION	9901266	09/27/2017	AC / REPLACE CONTROL / AIR DOOR	022-322-630-360	846.74
QUILL CORPORATION	9901266	09/27/2017	INK / CLEANING SUPPLIER	022-322-501-200	372.69
EMPIRE TRUCK SALES, LLC	RE005009995:01	09/27/2017	INK / CLEANING SUPPLIER	022-322-555-250	121.44
H&H COLUMBUS	1014018	09/27/2017	LABOR TO PERFORM REPAIRS	022-322-630-360	486.12
			TRUCKS 87/100 SPRAY	022-322-630-360	880.00
			BEDLINER		
BASICS, INC. A Trade America Company	22026 & 22027	09/27/2017	JANITORIAL/CLEANING SUPPLIES	022-322-555-250	994.03
GATEWAY TIRE & SERVICE CENTER	I103837278	09/27/2017	LEFT REAR FLAT REPAIR	022-322-630-360	15.00
GATEWAY TIRE & SERVICE CENTER	I103838066	09/27/2017	TRUCK #92A TIRES	022-322-630-360	280.64
TERRY'S GARAGE, INC	40954	09/27/2017	FUEL FILTERS/FLUID	022-322-630-360	264.84
H&O TRUCKS & TRAILER REPAIR L.L.C.	57357	09/27/2017	CLAMPS AND HOSES	022-322-630-360	153.86
OREILLY AUTO PARTS	997-381803	09/27/2017	ANTIFREEZE / OIL	022-322-555-250	890.17
CINTAS	INV0023487	09/27/2017	INVOICES FOR 09/19/2017	022-322-535-233	185.90
GATEWAY TIRE & SERVICE CENTER	I103841162	09/27/2017	AMERICUS C/S DRIVE/TRUCK MOUNT	022-322-630-360	504.28
BELL BUILDING SUPPLY, INC.	203947	09/27/2017	REACHER	022-322-555-250	173.88
OREILLY AUTO PARTS	997-382075	09/27/2017	FLUID	022-322-555-250	449.85
STARKVILLE UTILITIES	INV0023482	09/27/2017	ELECTRIC BILLS BY DEPT	022-322-630-360	2,691.04
Outstanding Total:					16,549.83

Department 322 - SANITATION DEPARTMENT Total: 16,549.83

Department: 323 - MISSING DESCRIPTION

Outstanding

STARKVILLE DAILY NEWS	200001384	09/27/2017	KEEP STK BEAUTIFUL AD	022-323-610-374	36.00
M'PRINTS	23465	09/28/2017	KEEP STARKVILLE	022-323-501-200	502.70
			BEAUTIFUL/SAFETY VESTS		
M'PRINTS	23809	09/28/2017	KEEP STKVILLE BEAUTIFUL SHIRTS	022-323-501-200	467.45

Outstanding Total: 1,006.15

Department 323 - MISSING DESCRIPTION Total: 1,006.15

Department: 325 - RUBBISH

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	022-325-525-231	4.00
TERRY'S GARAGE, INC	40929	09/27/2017	INJECTORS	022-325-630-360	932.41
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	022-325-525-231	4.00

Outstanding Total: 940.41

Department 325 - RUBBISH Total: 940.41

Department: 341 - LANDSCAPING

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	022-341-525-231	12.00
CITY GLASS CO	32383	09/27/2017	GLASS INSTALLED IN TRACTO	022-341-630-360	79.00
CINTAS	INV0023486	09/27/2017	INVOICES FOR 09/05/2017	022-341-535-233	53.66
REGIONS FINANCIAL CORPORATION	811235	09/28/2017	TRUCK RENTAL	022-341-820-874	1,153.58
REGIONS FINANCIAL CORPORATION	811235	09/28/2017	TRUCK RENTAL	022-341-830-873	60.72
WATERS TRUCK & TRACTOR CO. INC.	01P134019	09/28/2017	LIGHT-INCANDESCENT AMBE	022-341-555-250	28.93
CINTAS	INV0023485	09/27/2017	09/12/2017 INVOICES	022-341-535-233	53.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE AUTO PARTS	5151-106502	09/27/2017	ADAPTOR	022-341-555-250	30.49
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	022-341-525-231	12.00
OKTIBBEHA COUNTY COOPERATIVE	277270	09/27/2017	BLADE KIT	022-341-555-250	515.36
STARKVILLE AUTO PARTS	5151-106602	09/27/2017	HYDRAULIC HOSE/FITTING	022-341-555-250	50.72
CINTAS	INV0023487	09/27/2017	INVOICES FOR 09/19/2017	022-341-535-233	53.66
GATEWAY TIRE & SERVICE CENTER	I103840582	09/27/2017	VALVE / MOUNT	022-341-630-360	62.75
GATEWAY TIRE & SERVICE CENTER	I103841021	09/27/2017	VEHICLE PARTS	022-341-630-360	115.21
OREILLY AUTO PARTS	997-382075	09/27/2017	FLUID	022-341-555-250	340.12
POWERSTROKE EQUIPMENT SALES & SVC	2573	09/27/2017	TRIMMER REPAIR / CUTTER HOUSING	022-341-555-250	279.45
OKTIBBEHA COUNTY COOPERATIVE	279400	09/27/2017	SMALL SUPPLIES	022-341-555-250	476.67
STARKVILLE AUTO PARTS	5151-106747	09/27/2017	BOLTS/GEAR OIL	022-341-555-250	86.89
THOMPSON MACHINERY	CL36849	09/27/2017	LABOR	022-341-630-360	1,019.00
GATEWAY TIRE & SERVICE CENTER	I103846861	09/27/2017	TRACTOR/SVC CALL	022-341-630-360	141.00

Outstanding Total: 4,624.87

Department 341 - LANDSCAPING Total: 4,624.87

Fund 022 - SANITATION Total: 23,121.26

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - MISSING DESCRIPTION

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5631	09/27/2017	AUGUST TESTING	023-323-525-231	8.00
NEEL-SCHAFER	1046989	09/27/2017	TASK 4 CELL 5 CLOSURE & TASK 5 PERMIT	023-323-600-338	907.50
VERIZON WIRELESS	9792037035	09/28/2017	AUGUST 2017	023-323-604-330	80.02
CINTAS	INV0023486	09/27/2017	INVOICES FOR 09/05/2017	023-323-535-233	47.89
CINTAS	INV0023485	09/27/2017	09/12/2017 INVOICES	023-323-535-233	35.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5695	09/27/2017	SEPTEMBER TESTING	023-323-525-231	8.00
CINTAS	INV0023487	09/27/2017	INVOICES FOR 09/19/2017	023-323-535-233	35.00
STARKVILLE AUTO PARTS	5151-106667	09/27/2017	BATTERY	023-323-555-250	157.99
OREILLY AUTO PARTS	997-382075	09/27/2017	FLUID	023-323-555-250	341.13
4-COUNTY ELECTRIC POWER ASSOCIATION	102182-001-8	09/28/2017	ELECTRIC-LANDFILL	023-323-625-380	99.09
STARKVILLE AUTO PARTS	5151-106789	09/27/2017	ALTERNATOR-FORD TRACTOR	023-323-630-360	169.95

Outstanding Total: 1,889.57

Department 323 - MISSING DESCRIPTION Total: 1,889.57

Fund 023 - LANDFILL ACCOUNT Total: 1,889.57

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

CROMERS P-NUTS	596704	09/27/2017	POPCORN MACHINES	375-551-907-942	3,939.92
OKTIBBEHA COUNTY COOPERATIVE	269326	09/27/2017	PO N13585 RAKE AND GRABBER	375-551-907-942	84.97
OKTIBBEHA COUNTY COOPERATIVE	269779	09/27/2017	N 13587 SHOP SUPPLIES	375-551-907-942	714.99
CITY GLASS CO	32457	09/27/2017	TEMPERED GLASS FOR BASKETBALL PARK	375-551-907-942	200.00
FOUR SEASONS LAWN & LANDSCAPE LLC	205311	09/27/2017	MCKEE PARK PLAN	375-551-907-942	250.00
REED METALS INC	63577	09/27/2017	METAL ROOFING FOR JL KING PAVILLION	375-551-907-942	6,175.21
OKTIBBEHA COUNTY COOPERATIVE	274430	09/27/2017	N13607 SUPPLIES	375-551-907-942	192.91

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY	275869	09/27/2017	N13696 FIRE ANT KILLER AND SAFETY GLASS	375-551-907-942	125.84
LANDSCAPE STRUCTURES, INC	INV0023483	09/27/2017	DRUMS DONATED BY PILOT CLUBS	375-551-907-942	6,773.00
GUARDIAN LOCK AND KEY	4469	09/27/2017	SC4 KEYS/STAMPING	375-551-907-942	201.50
KING CONSTRUCTION, LLC	INV0023515	09/27/2017	RE-SHEET OF EXISTING METAL BUILDING	375-551-907-942	7,950.00
GENTRY SIGNS	INV0023517	09/27/2017	PARK SIGNS	375-551-907-942	660.00
GENTRY SIGNS	INV0023518	09/27/2017	PARK SIGNS	375-551-907-942	125.00
Outstanding Total:					27,393.34
Department 551 - PARK & REC TOURISM Total:					27,393.34
Fund 375 - PARK AND REC TOURISM Total:					27,393.34
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE	INV0023522	09/27/2017	2% FOOD & BEVERAGE TAX-	610-000-147-656	13,337.95
CONVENTIONS/VISITORS BUR			15%/2% MOTEL TAX		
Outstanding Total:					13,337.95
Department 000 - UNDESIGNATED Total:					13,337.95
Fund 610 - TRUST & AGENCY Total:					13,337.95
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU	INV0023521	09/27/2017	2% FOOD & BEVERAGE TAX	630-000-147-657	28,356.41
STARKVILLE	INV0023522	09/27/2017	2% FOOD & BEVERAGE TAX-	630-000-147-664	21,267.31
CONVENTIONS/VISITORS BUR			15%/2% MOTEL TAX		
O.C.E.D.A	INV0023523	09/27/2017	2% FOOD & BEVERAGE TAX-15%	630-000-148-655	21,267.31
Outstanding Total:					70,891.03
Department 000 - UNDESIGNATED Total:					70,891.03
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					70,891.03
Grand Total:					496,249.39

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	334,157.44	0.00
015 - AIRPORT FUND	25,458.80	0.00
022 - SANITATION	23,121.26	0.00
023 - LANDFILL ACCOUNT	1,889.57	0.00
375 - PARK AND REC TOURISM	27,393.34	0.00
610 - TRUST & AGENCY	13,337.95	0.00
630 - ECONOMIC DEV, TOURISM & CONV	70,891.03	0.00
Grand Total:	496,249.39	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	300.08	0.00
001-000-054-205	DUE FROM STARKVILLE	48.00	0.00
001-000-070-251	FUEL INVENTORY	13,915.63	0.00
001-000-106-604	1099 GARNISHMENTS	-100.00	0.00
001-000-149-691	MUNICIPAL COURT BON	698.10	0.00
001-000-160-698	DONATION POLICE	300.00	0.00
001-100-604-330	COMMUNICATIONS	280.07	0.00
001-110-501-200	SUPPLIES	305.09	0.00
001-110-604-330	COMMUNICATIONS	413.49	0.00
001-120-503-202	COMMITTEE SUPPORT	13.91	0.00
001-120-604-330	COMMUNICATIONS	461.94	0.00
001-120-690-555	DUES	2,211.00	0.00
001-123-604-330	COMMUNICATIONS	1,407.27	0.00
001-123-630-400	EQUIPMENT REPAIR &	45.00	0.00
001-142-600-301	AUDITING	29,500.00	0.00
001-145-501-200	SUPPLIES	1,046.23	0.00
001-145-604-330	COMMUNICATIONS	303.59	0.00
001-145-630-400	EQUIPMENT RENT	370.00	0.00
001-145-691-550	MISCELLANEOUS	12.00	0.00
001-159-620-371	BONDING-CITY EMPLOY	450.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	46.60	0.00
001-169-615-342	LEGAL ADVERTISING & N	308.82	0.00
001-180-604-330	COMMUNICATIONS	528.44	0.00
001-190-501-200	SUPPLIES	164.80	0.00
001-190-525-231	GAS & OIL	12.00	0.00
001-190-604-330	COMMUNICATIONS	411.38	0.00
001-190-607-607	HISTORIC PRES COMMIS	22.72	0.00
001-190-610-350	TRAVEL	250.00	0.00
001-190-690-557	PROFESSIONAL MEMBE	390.00	0.00
001-190-691-550	MISCELLANEOUS	66.32	0.00
001-192-510-220	SUPPLIES	356.17	0.00
001-192-625-380	UTILITIES	4,066.95	0.00
001-197-525-231	GAS & OIL	4.00	0.00
001-197-604-330	COMMUNICATIONS	203.72	0.00
001-197-630-400	EQUIPMENT REPAIR &	175.00	0.00
001-201-501-200	SUPPLIES	7,472.82	0.00
001-201-525-231	GAS & OIL	3,646.00	0.00
001-201-535-233	UNIFORMS	568.64	0.00
001-201-600-300	PROFESSIONAL SERVICE	4,531.82	0.00
001-201-600-319	PHYSICAL EXAMINATION	60.00	0.00
001-201-604-330	COMMUNICATIONS	1,801.21	0.00
001-201-615-343	PRINTING & BINDING	39.00	0.00
001-201-625-380	UTILITIES	2,121.65	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	9,464.29	0.00
001-201-635-367	MOTORCYCLE RENTAL	1,800.00	0.00
001-201-635-369	COPIER RENTAL	2,085.74	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-215-541-237	PRISONER EXPENSES	13,253.92	0.00
001-237-545-238	FIRING RANGE SUPPLIES	1,000.00	0.00
001-250-635-368	RENT	1,500.00	0.00
001-261-501-200	SUPPLIES	470.02	0.00
001-261-510-220	SUPPLIES - TOOLS	1,026.97	0.00
001-261-525-231	GAS & OIL	756.83	0.00
001-261-535-233	UNIFORMS	99.85	0.00
001-261-555-250	SUPPLIES & SMALL TOO	257.77	0.00
001-261-600-319	PHYSICAL EXAMINATION	487.00	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,660.12	0.00
001-261-691-550	MISCELLANEOUS	115.26	0.00
001-261-918-805	MACHINERY AND EQUIP	3,685.00	0.00
001-262-555-250	SUPPLIES & SMALL TOO	198.00	0.00
001-263-600-390	FIRE TRAINING	3,054.73	0.00
001-264-604-330	COMMUNICATIONS	160.04	0.00
001-267-558-269	BUILDING MAINTENANC	5,581.39	0.00
001-267-625-380	UTILITIES	3,172.79	0.00
001-281-525-231	GAS & OIL	8.00	0.00
001-281-600-300	PROFESSIONAL SERVICE	1,116.83	0.00
001-281-604-330	COMMUNICATIONS	157.70	0.00
001-290-625-380	UTILITIES	331.73	0.00
001-301-525-231	GAS & OIL	32.00	0.00
001-301-535-233	UNIFORMS	466.82	0.00
001-301-555-250	SUPPLIES & SMALL TOO	92.12	0.00
001-301-560-270	CONSTRUCTION MATERI	351.53	0.00
001-301-561-271	SPRAYING- DRAINAGE M	11,139.75	0.00
001-301-565-272	STREETS SIGNS & PAINT	193.30	0.00
001-301-604-330	COMMUNICATIONS	142.19	0.00
001-301-625-380	UTILITIES	80.20	0.00
001-301-630-400	EQUIPMENT REPAIR &	561.31	0.00
001-301-918-805	MACHINERY AND EQUIP	1,800.00	0.00
001-302-625-380	UTILITIES	40,494.01	0.00
001-360-525-231	GAS & OIL	4.00	0.00
001-360-535-233	UNIFORMS	230.70	0.00
001-550-501-200	OFFICE SUPPLIES	345.89	0.00
001-550-501-204	GAS & OIL	16.00	0.00
001-550-501-208	JANITORIAL FEES	470.78	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	243.31	0.00
001-550-600-300	MISC SERVICES	4,893.18	0.00
001-550-600-320	CONTRACT LABOR, UMP	7,172.50	0.00
001-550-600-330	COMMUNICATIONS	422.01	0.00
001-550-600-340	UTILITIES	24,330.70	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	460.25	0.00
001-600-721-813	TRAFFIC LIGHT MAINT	309.96	0.00
001-600-903-516	ADA SIDEWALKS	32,745.25	0.00
001-600-912-808	STREET IMPROVEMENTS	7,193.08	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	25,236.88	0.00
001-600-948-873	WARD 3 IMPROVEMENT	11,664.00	0.00
001-600-948-874	WARD 4 IMPROVEMENT	18,794.31	0.00
001-600-948-875	WARD 5 IMPROVEMENT	1,779.19	0.00
001-600-948-877	WARD 7 IMPROVEMENT	10,731.15	0.00
001-800-890-850	IND PARK EXPENSES	1,087.63	0.00
015-505-501-198	BUILDING REPAIRS & M	74.38	0.00
015-505-501-200	SUPPLIES	85.69	0.00
015-505-525-231	GAS & OIL	620.43	0.00
015-505-525-232	100LL AV GAS PURCHAS	5,378.60	0.00
015-505-525-233	JET A FUEL PURCHASES	17,769.54	0.00
015-505-570-273	VEHICLE REPAIR PARTS	60.15	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-600-338	CONTRACT & LEGAL SER	112.00	0.00
015-505-625-380	UTILITIES	481.05	0.00
015-505-630-400	EQUIPMENT REPAIR &	876.96	0.00
022-322-501-200	OFFICE SUPPLIES	372.69	0.00
022-322-525-231	GAS & OIL	84.00	0.00
022-322-535-233	UNIFORMS	557.70	0.00
022-322-555-250	SUPPLIES & SMALL TOO	3,385.17	0.00
022-322-600-300	PROFESSIONAL SERVICE	150.00	0.00
022-322-600-333	ADMINISTRATIVE SERVI	4,467.01	0.00
022-322-620-370	INSURANCE	3.00	0.00
022-322-630-360	SHOP REPAIRS & MAINT	7,530.26	0.00
022-323-501-200	KEEP STARKVILLE BEAUT	970.15	0.00
022-323-610-374	KEEP STK BEAUTIFUL-ED	36.00	0.00
022-325-525-231	GAS & OIL	8.00	0.00
022-325-630-360	SHOP REPAIRS & MAINT	932.41	0.00
022-341-525-231	GAS & OIL	24.00	0.00
022-341-535-233	UNIFORMS	160.98	0.00
022-341-555-250	SUPPLIES & SMALL TOO	1,808.63	0.00
022-341-630-360	SHOP REPAIRS & MAINT	1,416.96	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	1,153.58	0.00
022-341-830-873	INTEREST	60.72	0.00
023-323-525-231	GAS & OIL	16.00	0.00
023-323-535-233	UNIFORMS	117.89	0.00
023-323-555-250	SUPPLIES & SMALL TOO	499.12	0.00
023-323-600-338	CONTRACT / PROF SERVI	907.50	0.00
023-323-604-330	COMMUNICATIONS	80.02	0.00
023-323-625-380	UTILITIES	99.09	0.00
023-323-630-360	SHOP REPAIRS & MAINT	169.95	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	27,393.34	0.00
610-000-147-656	DUE TO GOVERNMENT	13,337.95	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	28,356.41	0.00
630-000-147-664	DUE TO VISITORS/CONV	21,267.31	0.00
630-000-148-655	DUE TO EDA	21,267.31	0.00
Grand Total:		496,249.39	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	496,249.39	0.00
Grand Total:	496,249.39	0.00



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both Electric and Water Claims Dockets by Starkville Utilities in accordance with the State Purchase Statute.

A handwritten signature in cursive script that reads "Ann Marie Logan".

Ann Marie Logan, CPA
Manager of Accounting & Finance

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 110 ARKANSAS ELECTRIC												
03877452	09/22/17	7622	Materials		10/04/17	840.90	.00	ACH				
VENDOR TOTAL:						840.90						
VENDOR: 134 ATWELL & GENT, P.A.												
8235	09/26/17	0	Engineering Services		10/04/17	1590.00	.00	ACH				
8236	09/26/17	0	Engineering Services		10/04/17	980.00	.00	ACH				
8237	09/26/17	0	Engineering Services		10/04/17	530.00	.00	ACH				
8238	09/26/17	0	Engineering Services		10/04/17	1890.00	.00	ACH				
8239	09/26/17	0	Engineering Services		10/04/17	830.00	.00	ACH				
8240	09/26/17	0	Engineering Services		10/04/17	1330.00	.00	ACH				
8241	09/26/17	0	Engineering Services		10/04/17	270.00	.00	ACH				
VENDOR TOTAL:						7420.00						
VENDOR: 139 ACC BUSINESS												
172534881-9/27	09/26/17	0	Internet Services		10/04/17	1439.20	.00	CHK				
VENDOR TOTAL:						1439.20						
VENDOR: 146 AT&T												
1737 - 9/09/17	09/22/17	0	Phone bill		10/04/17	96.98	.00	CHK				
VENDOR TOTAL:						96.98						
VENDOR: 202 BELL BUILDING SUPPLY												
203335	09/22/17	7652	Gas can/lumber		10/04/17	23.90	.00	CHK				
203920	09/22/17	7670	Wasp & Hornet Killer		10/04/17	70.68	.00	CHK				
VENDOR TOTAL:						94.58						
VENDOR: 208 BERRY ELECTRIC, LLC												
004138	09/22/17	7674	Bulldog Bash		10/04/17	4677.00	.00	CHK				
VENDOR TOTAL:						4677.00						
VENDOR: 303 C SPIRE WIRELESS												
8/1 - 8/31/17	09/22/17	0	Phone bill		10/04/17	1203.50	.00	CHK				
VENDOR TOTAL:						1203.50						

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VENDOR: 552 EXPRESS SERVICES, INC												
19452305	09/21/17		0 Temp Office Employees		10/04/17	588.00	.00	CHK				
19484395	09/21/17		0 Temp Office Employees		10/04/17	735.00	.00	CHK				
VENDOR TOTAL:						1323.00						
VENDOR: 604 FASTENAL COMPANY												
MSSTA74191	09/22/17	7620	Parts		10/04/17	637.21	.00	ACH				
VENDOR TOTAL:						637.21						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER												
I103834589	09/22/17	7653	Tire		10/04/17	189.71	.00	CHK				
I103839412	09/22/17	7661	Tire		10/04/17	190.71	.00	CHK				
VENDOR TOTAL:						380.42						
VENDOR: 696 GARNER LUMLEY ELECTRIC												
540999	09/22/17	7614	Capacitor Control		10/04/17	4790.00	.00	ACH				
VENDOR TOTAL:						4790.00						
VENDOR: 809 HOWARD INDUSTRIES, INC.												
248386-668912	09/22/17	7515	Luminaries		10/04/17	2935.50	.00	ACH				
VENDOR TOTAL:						2935.50						
VENDOR: 818 HANCOCK EQUIP. & OIL CO.												
9575	09/22/17	7636	Soap		10/04/17	255.00	.00	ACH				
VENDOR TOTAL:						255.00						
VENDOR: 907 INDOFF, INC.												
3006758	09/22/17	7641			10/04/17	233.87	.00	ACH				
VENDOR TOTAL:						233.87						
VENDOR: 1010 J.T. RAY COMPANY												
170915-0380	09/21/17		0 Copier service		10/04/17	51.84	.00	CHK				
VENDOR TOTAL:						51.84						

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VENDOR: 1205 LOWE'S												
10294/8469	09/22/17	7673	Supplies		10/04/17	123.99	.00	CHK				
VENDOR TOTAL:						123.99						
VENDOR: 1231 TERRY KEMP												
664347	09/22/17	0	TVPPA/TVA Meeting		10/04/17	212.80	.00	ACH				
VENDOR TOTAL:						212.80						
VENDOR: 1305 NEXAIR, LLC.												
05379016	09/21/17	0	Gas cylinder rentals		10/04/17	36.76	.00	ACH				
VENDOR TOTAL:						36.76						
VENDOR: 1319 MONTS PAPER & PACKAGING												
314947	09/21/17	0	Office supplies		10/04/17	390.19	.00	ACH				
VENDOR TOTAL:						390.19						
VENDOR: 1400 NESCO												
98401, 98355	09/22/17	7660	Supplies		10/04/17	574.69	.00	ACH				
52197338.001	09/22/17	7642			10/04/17	1848.18	.00	ACH				
VENDOR TOTAL:						2422.87						
VENDOR: 1408 NETWORK BILLING SYSTEMS, LLC												
172435479	09/22/17	0	Phone Bill		10/04/17	1011.01	.00	ACH				
VENDOR TOTAL:						1011.01						
VENDOR: 1525 OKTIBBEHA CO. CO-OP												
278382	09/22/17	7663	Repair parts		10/04/17	101.25	.00	ACH				
VENDOR TOTAL:						101.25						
VENDOR: 1531 MDR CONSTRUCTION, INC.												
29-20839	09/22/17	7656	Contractor-Gen Power Distr		10/04/17	2808.00	.00	ACH				
VENDOR TOTAL:						2808.00						

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1536 PALMER'S SERVICE CENTER										
9/22/17 STMT	09/22/17	7676 Vehicle Maintenance		10/04/17	2475.54	.00	ACH			
VENDOR TOTAL:					2475.54					
VENDOR: 1807 REGIONS BANK										
09/26/17	09/26/17	0 Account 4041000368		10/04/17	411600.00	.00	ACH			
VENDOR TOTAL:					411600.00					
VENDOR: 1810 REGIONS COMMERCIAL BANKCARD										
9/03/17	09/22/17	0 Training & Supplies		10/04/17	1111.23	.00	CHK			
VENDOR TOTAL:					1111.23					
VENDOR: 1818 UNITED RENTALS, INC.										
943761631-115	09/22/17	0 Equipment rental		10/04/17	1013.00	.00	ACH			
VENDOR TOTAL:					1013.00					
VENDOR: 1883 RICH PRINTING INC										
180151	09/21/17	0 Bill Insert		10/04/17	564.00	.00	CHK			
VENDOR TOTAL:					564.00					
VENDOR: 1887 S & S LINE SERVICE										
1852-1853	09/21/17	0 ROW Clearing		10/04/17	5382.24	.00	ACH			
1854/1855	09/22/17	0 ROW Clearing		10/04/17	5510.00	.00	ACH			
VENDOR TOTAL:					10892.24					
VENDOR: 1893 SCHWEITZER ENGINEERING LAB										
9553,993,122,284	09/22/17	7574 Southwire metering project		10/04/17	3986.00	.00	ACH			
VENDOR TOTAL:					3986.00					
VENDOR: 1940 STUART C. IRBY										
S010329164.007	09/22/17	7573 Materials		10/04/17	1311.84	.00	ACH			
S010383781.001	09/22/17	7644 Supplies		10/04/17	313.50	.00	ACH			
VENDOR TOTAL:					1625.34					

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INVOICE	DATE	PO NBR DESCRIPTION	INVOICE INVT	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1945 SULLIVAN'S											
26395/412/423/39	09/21/17	0 Office supplies		10/04/17	172.64	.00	ACH				
26708	09/22/17	0 Office supplies		10/04/17	50.97	.00	ACH				
VENDOR TOTAL:					223.61						
VENDOR: 2008 J & M SUBSTATION SERVICES											
21	09/22/17	7675 Maintenance and samples		10/04/17	1693.48	.00	CHK				
VENDOR TOTAL:					1693.48						
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
95130	09/22/17	0 Education and training		10/04/17	500.00	.00	ACH				
VENDOR TOTAL:					500.00						
VENDOR: 2104 UPS											
12031F367	09/21/17	0 Postage		10/04/17	96.94	.00	CHK				
VENDOR TOTAL:					96.94						
VENDOR: 2116 UTILITECH											
2065	09/25/17	0 Product Development and Supp		10/04/17	500.00	.00	ACH				
VENDOR TOTAL:					500.00						
VENDOR: 2118 BORDER STATES ELECTRIC											
913600084	09/22/17	7588 Materials		10/04/17	843.85	.00	ACH				
VENDOR TOTAL:					843.85						
VENDOR: 2322 WATKINS, WARD & STAFFORD											
84281	09/21/17	0 FY 16 Audit		10/04/17	18000.00	.00	CHK				
VENDOR TOTAL:					18000.00						
VENDOR: 2324 WREN BODY WORKS											
33457	09/22/17	7508 Repairs		10/04/17	20259.31	.00	CHK				
VENDOR TOTAL:					20259.31						

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOLD DATE	CHECK/ ACH	SEQ
VENDOR:		3327 WAUKAWAY DISTRIBUTORS, INC.									
38352	09/21/17	0 Water		10/04/17	7.95	.00	ACH				
VENDOR TOTAL:					7.95						
GRAND TOTAL:					508878.36						

STARKVILLE WATER DEPT
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VENDOR: 4 INNOVATIVE BROADCAST SERVICE											
6729	09/22/17	1482	Antenna Testing		10/04/17	3526.30	.00	CHK			
VENDOR TOTAL:						3526.30					
VENDOR: 7 U.S. WATER SERVICES, INC.											
SLS0302752	09/22/17	1461	Degreaser		10/04/17	2160.00	.00	CHK			
VENDOR TOTAL:						2160.00					
VENDOR: 124 ATMOS ENERGY											
2702 - 8/09	09/22/17		0 Utility bill		10/04/17	31.98	.00	CHK			
2702 - 9/11	09/22/17		0 Utility bill		10/04/17	35.76	.00	CHK			
VENDOR TOTAL:						67.74					
VENDOR: 186 BRENNTAG MID-SOUTH											
690210/211/209/2	09/25/17	1300	Sodium Fluoride		10/04/17	1700.00	.00	ACH			
713043/42/45/44	09/25/17	1368	Water Treatment		10/04/17	3627.00	.00	ACH			
VENDOR TOTAL:						5327.00					
VENDOR: 202 BELL BUILDING SUPPLY											
203665	09/22/17	1472	Padlock		10/04/17	23.86	.00	CHK			
204277	09/26/17	1498	Concrete		10/04/17	44.90	.00	CHK			
VENDOR TOTAL:						68.76					
VENDOR: 220 CENTRAL PIPE SUPPLY											
S100104022	09/22/17	1275	Parts		10/04/17	366.54	.00	ACH			
S100104022.001	09/26/17	1275	Parts		10/04/17	631.54	.00	ACH			
S100105519	09/22/17	1317	Parts		10/04/17	1940.68	.00	ACH			
S100106290.001	09/26/17	1327	Parts		10/04/17	9649.78	.00	ACH			
S100106777.001	09/26/17	1341	Parts		10/04/17	1667.84	.00	ACH			
S1001078420.17	09/26/17	1355	Parts		10/04/17	3276.02	.00	ACH			
S100109930	09/22/17	1406	Pipe		10/04/17	4323.90	.00	ACH			
VENDOR TOTAL:						21856.30					
VENDOR: 305 DIXIE WHOLESALE WATERWORKS											
477625	09/25/17	1428	Supplies		10/04/17	1864.76	.00	ACH			
477726	09/25/17	1434	Parts		10/04/17	222.40	.00	ACH			

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478035	09/25/17	1446	Supplies		10/04/17	733.81	.00	ACH				
478349	09/25/17	1457	Couplings		10/04/17	2084.83	.00	ACH				
478350	09/25/17	1458	Parts		10/04/17	609.00	.00	ACH				
478526	09/25/17	1457	Couplings		10/04/17	2461.72	.00	ACH				

VENDOR TOTAL: 7976.52

VENDOR: 307 CITY OF STARKVILLE

WRK COMP-10/17	09/25/17	0	Reimb Workers Comp Coverage		10/04/17	13477.90	.00	CHK				
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VENDOR TOTAL: 13477.90

VENDOR: 341 CDW GOVERNMENT, INC

JFQ9205/JFR8002	09/22/17	1281			10/04/17	572.52	.00	ACH				
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VENDOR TOTAL: 572.52

VENDOR: 362 CONSOLIDATED PIPE & SUPPLY

3171984	09/25/17	1230	Pipe		10/04/17	4096.40	.00	CHK				
3173004	09/25/17	1422	Pipe		10/04/17	5448.24	.00	CHK				
3173209	09/25/17	1450			10/04/17	128.00	.00	CHK				

VENDOR TOTAL: 9672.64

VENDOR: 368 CONTROL SYSTEMS, INC

54370	09/22/17	1416	Radio Repair		10/04/17	1837.02	.00	ACH				
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VENDOR TOTAL: 1837.02

VENDOR: 450 ENVIRO-LABS, INC.

1738,1806	09/25/17	0	Supplies		10/04/17	138.00	.00	ACH				
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VENDOR TOTAL: 138.00

VENDOR: 620 G & C SUPPLY CO., INC.

6669255	09/22/17	1436	Supplies		10/04/17	2917.00	.00	ACH				
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VENDOR TOTAL: 2917.00

VENDOR: 638 FULGHAM'S INC.

4503	09/26/17	0	Root Treatment		10/04/17	300.00	.00	CHK				
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VENDOR TOTAL: 300.00

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VENDOR: 702 HACH													
10615728	09/22/17	1432	Supplies		10/04/17	2919.83	.00	ACH					
10621388	09/22/17	1432	Supplies		10/04/17	422.45	.00	ACH					
VENDOR TOTAL:						3342.28							
VENDOR: 812 HELENA CHEMICAL COMPANY													
62088326	09/26/17	0	Sludge Lagoon		10/04/17	4934.72	.00	CHK					
VENDOR TOTAL:						4934.72							
VENDOR: 1392 NUNLEY TRUCKING CO., INC.													
22987	09/25/17	1417	Stone		10/04/17	1755.87	.00	CHK					
VENDOR TOTAL:						1755.87							
VENDOR: 1482 ORMAN'S WELDING													
30420	09/22/17	1476	Repairs		10/04/17	360.00	.00	ACH					
VENDOR TOTAL:						360.00							
VENDOR: 1525 OKTIBBEHA COUNTY COOP													
236203	09/22/17	1253	Rubber Boots		10/04/17	70.72	.00	ACH					
270393	09/26/17	1449	Weed Killer		10/04/17	42.95	.00	ACH					
275394/275392	09/26/17	1464	Boots/Pants		10/04/17	249.66	.00	ACH					
275557	09/22/17	1465	Soil & Seed		10/04/17	75.85	.00	ACH					
278085/278117	09/26/17	1473	Top Soil		10/04/17	148.00	.00	ACH					
278368	09/26/17	1474	Shovels		10/04/17	44.47	.00	ACH					
278599	09/26/17	1480	Boots		10/04/17	202.99	.00	ACH					
VENDOR TOTAL:						834.64							
VENDOR: 1884 STARKVILLE GARBAGE													
600137	09/21/17	0	Garbage disposal		10/04/17	90.00	.00	CHK					
VENDOR TOTAL:						90.00							
VENDOR: 1910 STARKVILLE UTILITIES													
14610-0717	09/21/17	0	Due to Elec Dept		10/04/17	25423.11	.00	ACH					
9/16-9/30/17	09/25/17	0	Utility bills		10/04/17	59663.70	.00	DFT					
VENDOR TOTAL:						85086.81							

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 10/04/17 ACCOUNT 23110

UNPAID INVOICES

PAGE 4
RUN DATE 09/26/17 04:14 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYPE	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1932 STARKVILLE DAILY NEWS												
8/12/17, 8/17/17	09/12/17		0 Advertising-Bids		10/04/17	491.42	.00	ACH				
8/13/17, 8/16/17	09/12/17		0 Advertising-Job Listing		10/04/17	259.00	.00	ACH				
VENDOR TOTAL:						750.42						
VENDOR: 2018 TRADE AMERICA												
21770/21766	09/22/17	1223	Supplies		10/04/17	297.08	.00	ACH				
21963	09/22/17	1430	Supplies		10/04/17	162.10	.00	ACH				
21996	09/22/17	1454	Supplies		10/04/17	219.71	.00	ACH				
VENDOR TOTAL:						678.89						
VENDOR: 2104 UPS												
24WJX6387	09/25/17		0 Postage		10/04/17	25.31	.00	CHK				
SA00000000000002	09/21/17		0 Postage		10/04/17	22.78	.00	CHK				
VENDOR TOTAL:						48.09						
VENDOR: 2203 VACUUM TRUCK SALES & SERVICE												
AL10474	09/26/17	1448	Supplies		10/04/17	1839.95	.00	ACH				
VENDOR TOTAL:						1839.95						
VENDOR: 2328 WOFFORD WATER SERVICE INC.												
7387	09/22/17	1386	Water Treatment		10/04/17	7478.20	.00	ACH				
VENDOR TOTAL:						7478.20						
VENDOR: 99009783 TERRY STIDHAM CONSTRUCTION												
897863	09/21/17		0 Sewer line repairs		10/04/17	4579.25	.00	ACH				
VENDOR TOTAL:						4579.25						
GRAND TOTAL:						181676.82						



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 10-3-2017
PAGE: 1

SUBJECT: Consideration of the approval for City Clerk / CFO Lesa Hardin to attend the 2017 Master Municipal Clerk and Committee Session to be held October 4 – 6 at MSU with a cost not to exceed \$100.

SOURCE OF FUNDING: 001-145-610-350

These courses are part of the Master Clerk Program and classes will not be attended all three days. Only the classes and the committee sessions necessary will be attended.

**REQUESTING
DEPARTMENT:** Finance and Admin

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

Expenses: \$ 100.00 Registration

SUGGESTED MOTION: Approval of



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

AGENDA ITEM DEPT.: CCO
AGENDA DATE: 10/3/2017
PAGE: 1 of 3

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-17

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 budget adjustments for fiscal year 9-30-17

October 3, 2017			
<i>Budget Amendments for Fiscal Year ending September 30 , 2017</i>			
Account #	Description	Debit	Credit
001-000-220-018	Priv License Revenue		15,000.00
001-000-222-020	Building Permits		15,000.00
001-000-230-030	MDA / Fire Station Park		4,038.00
001-000-251-027	State Homestead Reimburse		12,000.00
001-000-237-045	4 County Grant		5,900.00
001-000-246-054	Safe Routes to School Grant		6,674.00
001-000-260-080	2% Sales Tax Revenue		10,000.00
001-000-260-082	Sales Tax Revenue		200,000.00
001-000-330-182	Traffic and Court Fines	150,000.00	
001-000-330-174	Wireless Comm / DPS Coll		31,000.00
001-000-354-615	Misc Reimbursements		43,450.00
001-000-354-612	Misc Revenue - General	43,425.00	
001-000-358-710	Misc Revenue – Park		10,000.00
001-000-358-705	Park Fees & Registration		50,000.00
001-100-610-350	Travel – Board of Aldermen		2,500.00
001-110-450-125	Court Overtime	2,500.00	
001-110-501-200	Court Supplies		1,000.00
001-110-610-350	Court Travel		1,000.00
001-110-918-810	Court Software		20,000.00
001-123-918-805	IT – Software Purchased	25,000.00	
001-123-430-107	IT – Hourly	7,000.00	
001-123-604-330	IT – Communications	8,000.00	
001-120-610-350	Mayor – Travel		4,000.00
001-120-691-550	Mayor – Miscellaneous		5,000.00
001-142-600-338	City Clerk Contract Services		15,000.00
001-145-630-400	Equipment Rent		5,000.00
001-145-918-805	City Clerk Computers	3,200.00	
001-159-620-371	Bonding – City Employees	250.00	
001-169-600-327	City Attorney Bond		10,000.00
001-169-600-309	Legal Expenses		30,000.00
001-190-607-605	Historic Preservation Grant	10,000.00	
001-190-600-300	Prof Srvs / Comp Plan		10,000.00
001-192-625-380	City Hall Utilities		3,500.00
001-192-600-338	City Hall Janitorial Svcs		4,000.00
001-201-420-103	Police Staff Salaries		100,000.00
001-254-420-103	DUI Officer Salaries	55,000.00	
001-254-610-350	DUI Travel Expenses		5,000.00

001-250-420-103	Narcotic Officers Expenses	30,000.00	
001-250-600-304	Informant Fees		5,000.00
001-260-410-104	Fire Dept Salaries	2,500.00	
001-261-525-231	Fire Gas & Oil	5,000.00	
001-261-555-262	Firehouse Subs Grant	25,000.00	
001-261-918-805	Machinery and Equipment		25,000.00
001-261-600-300	Professional Services	12,500.00	
001-261-600-319	Physical Examinations	1,000.00	
001-262-555-250	Fire Supplies		2,000.00
001-267-558-269	Fire Building Maintenance	5,000.00	
001-267-625-380	Fire Utilities		5,000.00
001-201-630-360	Police Vehicle Repair & Maint	10,000.00	
001-201-630-404	Radio Maint / Expense		6,000.00
001-201-918-805	Police Equipment	132,750.00	
001-230-690-552	Police Training	600.00	
001-240-630-404	Police Radio Maint	1150.00	
001-245-450-125	Police Dispatchers Overtime	20,000.00	
001-245-440-108	Police Dispatch Part Time	5,000.00	
001-281-420-105	Salary - Inspector		40,000.00
001-281-430-107	Building Clerical		7,500.00
001-281-480-133	Hospital Insurance		2,500.00
001-281-630-360	Shop Repairs		3,000.00
001-281-820-874	Vehicle Payments	1,250.00	
001-290-630-400	Civil Defense Rprs & Maint	8,500.00	
001-290-918-805	Civil Defense Equipment		750.00
001-301-440-114	Street Dept Labor		75,000.00
001-301-560-720	Street Construction Materials	30,000.00	
001-301-630-400	Street Equip Repairs	25,000.00	
001-290-625-380	Street Vehicle Payments	5,500.00	
001-302-625-380	Street Lights		5,000.00
001-360-440-114	Animal Control Labor		10,000.00
001-550-430-108	Parks – 2% Transfer	50,000.00	
001-550-430-107	Park Maintenance Salaries	40,000.00	
001-550-501-208	Park Janitorial	5,000.00	
001-550-501-220	Park Travel and Misc	5,000.00	
001-550-600-320	Park Contract Labor	100,000.00	
001-195-951-967	Dues – LINK		10,000.00
001-900-990-979	Ending Balance		57,480.09
001-600-948-871	Ward 1	72,856.34	
001-600-948-872	Ward 2	5,040.00	
001-600-948-873	Ward 3		11,693.93

001-600-948-874	Ward 4		3,089.63
001-600-948-875	Ward 5		6,172.49
001-600-948-876	Ward 6		2,298.00
001-600-948-877	Ward 7	2,837.80	
001-800-890-880	Eurocopter Project		10,938.00
001-800-830-829	2016 Police Bond 3 Million	31,912.50	
001-800-830-830	2016 Police Bond 2.4 Million	30,212.50	
001-800-890-830	Ind Park Payment		50,000.00
001-900-990-998	Contingency Fund		10,000.00
	Totals	967,984.14	967,984.14



CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 10-03-17
PAGE: 1 of 8

SUBJECT: Request approval of 2017 Municipal Compliance Questionnaire

AMOUNT & SOURCE OF FUNDING: N/A

REQUESTING
DEPARTMENT: Finance and Admin

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

DEADLINE: 10/31/17

SUGGESTED MOTION:

MOVE APPROVAL OF THE 2017 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, 2016 To: September 30, 2017

5. Expiration date of current elected officials' term: June 30, 2021

MUNICIPAL COMPLIANCE QUESTIONNAIRE
Year Ended September 30, 2017

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	D. Lynn Spruill	1016 F Louisville St	662-648-9706
Alderman Ward 1	Ben Carver	28 Lakes Blvd	662-769-0792
Alderman Ward 2	Sandra Sistrunk	522 Chestnut Dr	662-418-4574
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	Patrick Miller	502 N. Montgomery St	662-418-8978
Alderman Ward 6	Roy A'. Perkins	PO Box 678	662-324-7300
Alderman Ward 7	Henry Vaughn, Sr.	105 Henderson St	662-323-2004
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, 2017

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Starkville, MS and, to the best of our knowledge and belief, all responses are accurate.

(City Clerk's Signature)

(Mayor's Signature)

(Date)

(Date)

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 10-3-2017
PAGE: 1

SUBJECT: Consideration of the approval of travel for Deputy Clerk Leanne McGarr to the October 18 – 20, 2017 Deputy Clerk Training in Hattiesburg, MS with advance travel.

SOURCE OF FUNDING: FY 17 Budget: 001-145-610-350

These courses are part of a three year certification and testing program. The topics to be offered are Communications, Risk Management, Community Development, Records Management and Financial Management. Travel costs will be kept to a minimum and the office will remain open and staffed.

**REQUESTING
DEPARTMENT:** Finance and Admin

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

Estimated Travel Expenses: \$ 200.00 Registration
63.00 Personal Vehicle (371 x .17 if City Prius is not taken)
100.00 Meals(Approx)
112.00 – 129.99Hotel Per Night
\$ 650.00 - \$725.00 Total each **maximum** (Approx)

SUGGESTED MOTION: Approval of travel for Deputy Clerk Leanne McGarr to the October 18 – 20, 2017 Deputy Clerk Training in Hattiesburg, MS with advance travel.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 3, 2017
Page: 1

SUBJECT:

Request authorization to change the employment status of Matthew Addy from temporary full time to full time.

AMOUNT & SOURCE OF FUNDING:

Grade 13, annual salary of \$45,011.20 (\$21.64 hr), based on 2080 hours.

LINE ITEM:

FISCAL NOTE:

Funds are available and budgeted within department.

AUTHORIZATION HISTORY:

On October 18, 2016, the Board of Alderman approved to hire Matthew Addy, as the temporary full time Help Desk Administrator, while Mr. Rodrick Eddie, was deployed to the Military. Due to workload, this position was intended to provide the ongoing support needs for business applications, mobile data terminals and day to day technical operations.

Since Mr. Addy's hire, he's been able to adequately facilitate and support the operational improvements within the City's IT Department. As stated above, due to the increasing workload, environmental complexity, and in order to continue to fulfill the needs identified by the Information Technology (IT) Manager, the IT Manager assessed the staffing needed to support the City's IT Management System and is requesting this classification change.

REQUESTING DEPARTMENT:

Information Technology Department

DIRECTOR'S AUTHORIZATION:

Joel Clements, Information Technology Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to change the employment status of Matthew Addy from temporary full time to full time.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 03, 2017
Page: 1

SUBJECT:

Request authorization to hire Emmanuel Moore, as the Building Inspector, in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Grade 12, annual salary of \$45,000 (\$21.63 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by William Jellison, who resigned.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Buddy Sanders, Director

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Emmanuel Moore, as the Building Inspector, in the Community Development Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: October 03, 2017

Page: 1

SUBJECT:

Request authorization to hire Micheal Edwards as a Certified Firefighter, in the Starkville Fire Department and allow Mr. Edwards to be considered for promotion after one (1) year.

AMOUNT & SOURCE OF FUNDING:

Michael Edwards - Grade 5, Base Salary of \$30,774.00 (\$11.50 per hour) for certified, based on 2676 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position is replacing Timothy Finch, who voluntarily resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Micheal Edwards as a Certified Firefighter, in the Starkville Fire Department and allow Mr. Edwards to be considered for promotion after one (1) year.



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

AGENDA ITEM NO:
AGENDA DATE: October 3, 2017
PAGE: 1 of 16

SUBJECT: Request authorization for Starkville Utilities and the City of Starkville to execute a master professional engineering agreement with Volkert, Inc.

The fee schedule for Volkert, Inc. is attached.

AMOUNT & SOURCE OF FUNDING: FY 2018 budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Request authorization for Starkville Utilities and the City of Starkville to execute a master professional engineering agreement with Volkert, Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
OWNER AND CONSULTANT**

This Agreement made and entered into this _____ day of _____, 2017, by and between Starkville Utilities, City of Starkville, Mississippi, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT; WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform certain professional planning, programming, and engineering services as outlined in the Scope of Services;

WHEREAS, the CONSULTANT desires to perform said professional services for the OWNER;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 PROJECT or PROJECTS. The total construction or scope of which the Work to be performed under the Contract Documents may be the whole, or a part.

1.2 BASIC SERVICES. The professional services to be performed by CONSULTANT under this Agreement, as set out in Section 1.1, Basic Services of each Task Order.

1.3 ADDITIONAL SERVICES. Any services beyond Basic Services as described in Article 3 herein and in Section 1.1, Basic Services of each Task Order, as mutually agreed to in writing between OWNER and CONSULTANT.

1.4 CONSTRUCTION CONTRACT. The entire and integrated written agreement, or agreements, between OWNER and Contractor concerning the Work.

1.5 CONTRACT DOCUMENTS. Those items so designated in the Construction Contract, including the Drawings, Specifications, Construction Contract, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Reviewed Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

1.6 DRAWINGS. That part of the Contract Documents prepared or approved by CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

1.7 SPECIFICATIONS. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied

to the Work and certain administrative details applicable thereto.

1.8 SHOP DRAWINGS. All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor by someone other than CONSULTANT, and submitted by Contractor to illustrate some portion of the Work.

1.9 RECORD DRAWINGS. Also referred to as "As-Builts" and "As-Built Plans," Record Drawings shall mean drawings depicting the completed Project, prepared by CONSULTANT as an Additional Service when required by the Owner and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to CONSULTANT and annotated by Contractor to show changes made during construction.

1.10 CONSTRUCTION OBSERVER. The authorized representative of CONSULTANT assigned to assist CONSULTANT at the site during construction. As used herein, the term CONSTRUCTION OBSERVER includes any assistants or field staff of CONSTRUCTION OBSERVER agreed to by OWNER. The duties and responsibilities of the CONSTRUCTION OBSERVER, if any, are as set forth in the Section 1.1, Basic Services of a Task Order executed under this agreement.

1.11 CONTRACTOR. A Contractor is any person or entity which enters into an agreement with OWNER to perform the construction of or any construction on any Project, including, without limitation, the providing of labor, materials, and equipment incorporated or to be incorporated into the Project. The term "Contractor" means the Contractor or its authorized representative, but excludes the CONSULTANT and its subconsultants.

1.12 APPLICABLE LAWS. Applicable Laws, as used herein, shall mean the law of the State of Mississippi as well as applicable regulations, codes and licenses promulgated or issued by any board, commission or agency having authority and jurisdiction over this Agreement.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

CONSULTANT is providing professional engineering services pursuant to this Agreement. The Contractor(s) will be solely responsible for means, methods, techniques, sequences and procedures used in the construction of the Project and for the safety of its personnel, property and its operations, and for performing in accordance with its contract(s) with OWNER, as well as for any damages for construction defects caused, in whole or in part, by the Contractor's work. CONSULTANT shall be able to rely upon the Contractor for the proper performance of its obligations to OWNER.

OWNER acknowledges and takes into account the fact that CONSULTANT does not have a contract with Contractor(s) and, as such, cannot direct its respective means and methods, its forces, its personnel, its subcontractors, suppliers and/or subconsultants. CONSULTANT cannot require those parties with which it has no contract to refrain from or perform any acts they are not willing to perform. Requiring action or conduct out of Contractor is the responsibility of the OWNER.

ARTICLE 3 SCOPE OF SERVICES

3.1 Generally. CONSULTANT shall be assigned Task Orders to perform certain professional engineering services associated with improvements to the OWNER's utilities infrastructure. Generally, the assignments shall include professional services associated with the following utilities:

- Water Transmission, Distribution, and Treatment
- Electrical Transmission and Distribution
- Sanitary Sewer Collections, Conveyance, and Treatment
- Miscellaneous Engineering related to the aforementioned utilities, as requested by the Owner

CONSULTANT shall perform the Basic Services set forth in "Basic Services" of each Task Order assigned, as well as any Additional Services in accordance with the terms and conditions herein. The executed Task Order shall become and be executed per the terms and conditions herein this agreement.

CONSULTANT'S Scope of Services as set out hereunder are finite, and CONSULTANT is not being compensated by OWNER to provide or perform services which are not specifically set out herein. Anything not expressly stated in this provision, in a Task Order executed under this agreement, or in any subsequent written agreements between OWNER and CONSULTANT, are not a part of CONSULTANT'S Scope of Services.

3.2 Standards of Performance.

3.2.1 Standard of Care. CONSULTANT shall at all times endeavor to perform Basic Services in conformance with the generally accepted care and skill exercised by professional engineers practicing under similar circumstances at the same time and in the same locality.

3.2.2 Consultants. CONSULTANT may retain such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by OWNER.

3.2.3 Reliance on Others. Subject to the Standard of Care set forth in Paragraph 3.2.1, *supra*, CONSULTANT and its subconsultants may use or rely upon design elements and

information ordinarily or customarily furnished by others, including, but not limited to, OWNER, Contractor, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

3.2.4 CONSULTANT and Contractor.

3.2.4.1 CONSULTANT shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of the Contractor to comply with Applicable Law and Contract Documents as it pertains to the Contractor's furnishing and performing of its work.

3.2.4.4 While at the Project site, CONSULTANT's employees and representatives shall comply with the specific applicable requirements of Contractor's and OWNER's safety programs of which CONSULTANT has been informed in writing.

3.3 Additional Services

It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from changes in the scope of a project or its design, including but not necessarily limited to, change in size, complexity, project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT'S control and when requested or authorized by the OWNER.

When requested by OWNER, or when circumstances otherwise reasonably require, CONSULTANT shall furnish or obtain from others Additional Services of the types listed below.

- (a) Preparation of applications and supporting documents (in addition to those furnished under Basic Services for each Task Order, if any) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- (b) Services (in addition to those furnished under Basic Services for each Task Order, if any) to assist OWNER in obtaining bids from contractors.
- (c) Services (in addition to those furnished under Basic Services for each Task Order, if any) to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER or others.

- (d) Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by CONSULTANT or its design requirements including, but not limited to, changes in size, complexity, OWNER's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond CONSULTANT's control.
- (e) Services required as a result of OWNER's providing incomplete or incorrect Project information to CONSULTANT.
- (f) Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- (g) Furnishing services of Consultants for other than Basic Services.
- (h) Services during out-of-town travel required of CONSULTANT other than for visits to the Site or OWNER's office.
- (i) Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by OWNER for the Work or a portion thereof.
- (j) Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- (k) Providing construction surveys and staking (in addition to those furnished under Basic Services, if any) to enable Contractor to perform its work and any type of property surveys or related engineering services; and providing other special field surveys.
- (l) Providing Basic Services beyond the original date for completion and readiness for final payment of Contractor.
- (m) Preparing Record Drawings (in addition to those furnished under Basic Services, if any) showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to OWNER.
- (n) Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other dispute resolution process related to the Project.

- (o) Preparation of operation and maintenance manuals; assistance to OWNER in training OWNER's staff to operate and maintain Project equipment and systems; assistance to OWNER in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- (p) Overtime work requiring higher-than-regular rates.
- (q) Other services performed or furnished by CONSULTANT not otherwise provided for in this Agreement.
- (r) Services in connection with work change directives and change orders to reflect changes requested by OWNER.
- (s) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (t) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (u) Evaluating an unreasonable claim or an excessive number of claims or requests for information submitted by Contractor or others in connection with the Work.

ARTICLE 4

COMPENSATION OF CONSULTANT

4.1 CONSULTANT shall be compensated by OWNER on an hourly basis in accordance with the CONSULTANT's current hourly rates attached hereto as Exhibit A or in accordance with the terms established in each assigned and executed Task Order.

4.1.1 Owner shall pay all costs associated with Additional Services authorized by the OWNER.

4.1.2 For Projects involving a supplemental agreement, the scope of services and amount of compensation to be paid will be included therein

4.1.3 The OWNER will pay the CONSULTANT for services performed by subconsultants at the actual invoice amount times a factor of 1.10 for assisting and coordinating the subconsultant's services.

4.1.4 Reimbursable expenses are defined as follows: Travel and subsistence cost, printing and reproduction, computer services, advertising costs, mail distribution costs, permit fees, application fees or deposits, and all other costs incidental to performing the assignment.

4.1.5 The OWNER as purchaser of the services described herein shall pay any applicable sales tax in the manner and in the amount as required by law.

4.2 Invoices. CONSULTANT shall prepare invoices in accordance with its standard invoicing practices. CONSULTANT shall submit its invoices to OWNER on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.3 Payments. Application to Interest and Principal: Payment will be credited first to any interest owed to CONSULTANT and then to principal.

4.3.1 Payment shall be made payable to Volkert, Inc. and submitted to the following address:

Volkert, Inc.
111 East Capitol Street
Suite 250
Jackson, MS 39201

4.3.2 Failure to Pay. If OWNER fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice, then:

- (a) amounts due CONSULTANT will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
- (b) CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement until OWNER has paid in full all amounts due for services, expenses, and other related charges.
- (c) OWNER shall reimburse CONSULTANT for any expenses, including legal costs, incurred in collection of outstanding amounts due from OWNER.

4.4 Disputed Invoices. If OWNER contests an invoice, OWNER shall promptly advise CONSULTANT of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 RESPONSIBILITIES OF THE OWNER

In addition to other responsibilities of OWNER as set forth in this Agreement, OWNER shall, at its expense:

5.1 Provide CONSULTANT with all criteria and full information regarding OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications; and furnish copies of OWNER's standard forms, conditions, and related documents for CONSULTANT to include in bid documents, when applicable.

5.2 Furnish to CONSULTANT any other available information pertinent to the Project, including reports and data relative to previous designs or investigation at or adjacent to the Project site(s).

5.3 Furnish or otherwise make available to CONSULTANT such Project-related information and data as are reasonably required to enable CONSULTANT to complete its Basic and Additional Services.

5.4 Arrange for safe access to, and make all provisions for, CONSULTANT to enter upon public and private property as may be required for CONSULTANT to perform Services hereunder. CONSULTANT shall take reasonable precautions to minimize damage to the property during the course of its Services. OWNER acknowledges that a certain amount of damage, wear and tear, and depreciation is likely to result from CONSULTANT'S operations on the property in furtherance of CONSULTANT'S Services under this Agreement. The cost for restoration or remediation of damaged property which may result from CONSULTANT'S operations is not included in CONSULTANT'S compensation hereunder unless explicitly stated otherwise in this Agreement. If the property is damaged during CONSULTANT'S operations and if OWNER desires CONSULTANT to restore or remediate the property to its former condition, CONSULTANT will do so for additional compensation.

5.5 Examine all alternate solutions ("value engineering"), studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining the advice of an attorney, insurance counselor, and other advisors or consultants as OWNER deems appropriate with respect to such examination) and render timely written decisions pertaining thereto.

5.6 Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project as designed or specified by CONSULTANT, and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

5.7 Provide the following services in recognition and acknowledgement that CONSULTANT's Services do not include them:

5.7.1 Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services;

5.7.2 Legal services and advice with regard to issues pertaining to the Project as OWNER requires, as Contractor raises, and/or as CONSULTANT reasonably requests.

5.8 Inform CONSULTANT in writing of any specific safety or security plans or requirements to which CONSULTANT will be required to adhere while on the Project site.

5.9 Designate and identify to CONSULTANT a person to act with authority on OWNER's behalf.

5.10 Communicate to CONSULTANT in writing with regard to any issues that impact project safety or the project schedule or cost.

ARTICLE 6 INSURANCE AND INDEMNIFICATION

6.1 Insurance. CONSULTANT shall procure and maintain the types and amounts of insurance as are set forth below. CONSULTANT shall cause OWNER to be an additional insured on CONSULTANT's policy of commercial general liability and automobile liability insurance.

6.1.1 Commercial General Liability

- | | | |
|-----|--------------------|-------------|
| (a) | Each Occurrence: | \$1,000,000 |
| (b) | General Aggregate: | \$2,000,000 |

6.1.2 Automobile Liability (Combined Single Limit BI/PD)

- | | | |
|-----|----------------|-------------|
| (a) | Each Accident: | \$1,000,000 |
|-----|----------------|-------------|

6.1.3 Worker Compensation: Statutory

6.1.4 Employers' Liability

- | | | |
|-----|-------------------------|-------------|
| (a) | Each Accident: | \$1,000,000 |
| (b) | Disease, Each Employee: | \$1,000,000 |
| (c) | Disease, Policy Limit: | \$1,000,000 |

6.1.5 Professional Liability

- | | | |
|-----|-------------------|-------------|
| (a) | Each Claim: | \$2,000,000 |
| (b) | Annual Aggregate: | \$2,000,000 |

6.1.6 OWNER shall require Contractor to purchase and maintain policies of insurance covering worker compensation, general liability, property damages (other than to the Work itself), motor vehicle damage and injuries, builder's risk, and other insurance necessary to protect

OWNER's and CONSULTANT's interests in the Project. OWNER shall require Contractor to be fully licensed and bonded. OWNER shall require Contractor to cause OWNER and CONSULTANT, their officers, directors, employees, agents, representatives, assigns and subconsultants to be named, listed or otherwise made additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

6.1.7 OWNER and CONSULTANT hereby mutually waive all rights of subrogation, as well as all claims and other rights they may have against each other for loss of and/or damage to (a) the Work and any Project therein, (b) all materials, machinery, equipment and other items used in the Project and/or to be incorporated into the Project, while the same are in transit, at Project sites, during erection and otherwise, and (c) all property owned by or in the custody of OWNER and its affiliates, however such loss or damage shall occur, except such rights as they may have to the proceeds of such instance held by the OWNER as trustee. If OWNER is not the sole owner of the Project sites and all property at and adjacent thereto, OWNER shall obtain an undertaking from the other owners thereof sufficient to provide CONSULTANT the same protection from liability for loss or damage as would be afforded to CONSULTANT under this Agreement if OWNER were the sole owner. OWNER shall cause all policies of property insurance relating to the Project to contain a provision or endorsement to the effect that in the event of payment of any loss or damage, the insurers will have no rights of recovery against CONSULTANT or its subconsultants, or any insureds, additional insureds, or loss payees thereunder.

6.2 Indemnification.

6.2.1 Indemnification by CONSULTANT. To the fullest extent permitted by law, and up to the limits of the Exclusivity of Remedies provision contained herein, CONSULTANT shall indemnify OWNER and OWNER'S officers, directors and employees for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of its professional Services hereunder. In any matters involving allegations of negligent performance of professional Services by CONSULTANT, CONSULTANT'S defense duties under this indemnification provision shall include only reimbursement of reasonable defense costs to the extent incurred as a proximate result of CONSULTANT'S actual negligent performance.

ARTICLE 7 TERMINATION AND SUSPENSION

7.1 Suspension.

7.1.1 By OWNER. OWNER may suspend the Project for up to 90 days upon seven days written notice to CONSULTANT.

7.1.2 By CONSULTANT. CONSULTANT may, after giving seven days written notice to OWNER, suspend services under this Agreement if CONSULTANT's performance has been substantially delayed through no fault of CONSULTANT, or due to OWNER'S failure to pay CONSULTANT as set forth in Section 4.3.2 above.

7.2 Termination. The obligation to provide further Services under this Agreement may be terminated:

7.2.1 For cause,

(a) By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

(b) By CONSULTANT:

(1) upon seven days written notice if OWNER demands that CONSULTANT furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

(2) upon seven days written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

(c) Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 7.2.1(a) if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

7.2.2 For convenience,

(a) By OWNER effective upon CONSULTANT's receipt of notice from OWNER.

7.3 Effective Date of Termination. The terminating party under Paragraph 7.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow CONSULTANT to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

7.4. Payments Upon Termination

7.4.1 In the event of any termination under Paragraph 7.2, CONSULTANT will be entitled to invoice OWNER and to receive full payment for all Services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, OWNER shall have the limited right to the use of Documents, at OWNER's sole risk, subject to the provisions of Paragraph 8.2 ("Ownership and Reuse of Documents").

7.4.2 In the event of termination by OWNER for convenience, or by CONSULTANT for cause, CONSULTANT shall be entitled, in addition to invoicing for those items identified in Paragraph 7.4.1, to invoice OWNER and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with CONSULTANT's subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth herein.

ARTICLE 8 MISCELLANEOUS PROVISIONS

8.1 Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period of three (3) years from the date of the Agreement, and for such periods as the contract time may be extended by mutual written agreement between the OWNER and the CONSULTANT.

8.2 Ownership and Reuse of Documents. All Project documents including but not necessarily limited to reports, Drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, computer assisted design and drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Paragraph 8.2 as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference in connection with the use and/or occupancy of the Project by OWNERS and others. However, such Documents are not intended for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. No representation is made that such Documents are or will be suitable for reuse or future use by OWNER or others for any purpose whatsoever or on any other project. Any use of such Documents by OWNER or others on any project other than the Project which is the subject of this Agreement is not advised.

8.4 Successors and Assigns

8.4.1 OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and CONSULTANT (and to the

extent permitted by Paragraph 8.4.2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

8.4.2 Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants as CONSULTANT may deem appropriate to assist in performance of Services hereunder.

8.4.3 Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

8.5 Dispute Resolution. If a dispute arises out of or relates to this Agreement or its alleged breach, the OWNER and CONSULTANT shall direct their representatives to endeavor to settle the dispute first through direct discussions. If the dispute cannot be resolved through direct discussions, the OWNER and CONSULTANT shall participate in mediation before recourse to litigation. The OWNER'S and CONSULTANT'S representatives shall attend all mediation sessions. Engaging in mediation is a condition precedent to litigation. Only after the parties have exhausted direct discussions AND mediation in accordance with the foregoing shall either of them be entitled to initiate litigation.

8.6 Disclaimer of Third-Party Benefits. OWNER and CONSULTANT expressly disclaim third-party beneficiaries hereunder and no one not a Party to the Agreement shall be entitled to seek enforcement against OWNER and/or CONSULTANT of any provision herein, or to otherwise seek damages from either Party for the alleged breach of any provision contained herein or purported duty or standard created or conferred hereunder. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a Party to the Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms and provisions of this Agreement.

8.8 Jurisdiction/Venue. It is expressly agreed and stipulated between the parties that this Agreement shall be deemed to have been executed in the State of Mississippi. This Agreement shall be governed by the laws of the State of Mississippi and any disputes related to or arising out of this Agreement or its alleged breach shall be brought in the appropriate courts of the State of Mississippi, exclusive of its choice of law provisions.

8.9 Severability. Any provision or part hereof which is held to be void or unenforceable under Applicable Laws shall be deemed stricken, and all remaining provisions shall continue to

be valid and binding upon OWNER and CONSULTANT, which hereby agreed that the Agreement shall be reformed to replace such stricken provision or part hereof with a valid and enforceable provision that comes as close as possible to expressing the intent of the stricken provision.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

ATTEST:

STARKVILLE UTILITIES of the
CITY OF STARKVILLE, MISSISSIPPI

General Manager

Name/Title

ATTEST:

VOLKERT, INC.

Vice President

Name/Title



Volkert Inc.
EXHIBIT A - FEE SCHEDULE
EFFECTIVE March 1, 2017

POSITION	HOURLY BILLING RATE W/O DIRECTS	OVERTIME RATE
Principal	\$ 270.00	
Manager	\$ 225.00	
Supervisor	\$ 210.00	
Sr. Project Manager	\$ 190.00	
Project Manager	\$ 175.00	
Staff 2 Professional	\$ 125.00	
Staff 1 Professional	\$ 90.00	
Senior Designer	\$ 110.00	
Designer	\$ 100.00	\$ 130.00
Technician	\$ 70.00	\$ 100.00
Drafter	\$ 50.00	\$ 70.00
Bridge Inspector 2	\$ 120.00	\$ 160.00
Bridge Inspector 1	\$ 60.00	\$ 80.00
Construction Inspector 2	\$ 85.00	\$ 125.00
Construction Inspector 1	\$ 75.00	\$ 110.00
Survey Manager	\$ 120.00	
Administrative Assistant	\$ 70.00	\$ 100.00
2-Man Survey Crew	\$ 120.00	\$ 160.00
3-Man Survey Crew	\$ 160.00	\$ 220.00
4-Man Survey Crew	\$ 200.00	\$ 260.00

1. Direct expenses are not included in the hourly rates and shall be billed at Cost.
2. This rate schedule will be effective through March 1, 2018, at which time a revised Fee Schedule will be mutually agreed to by Owner and Consultant.



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

AGENDA ITEM NO:
AGENDA DATE: October 3, 2017
PAGE: 1 of 7

SUBJECT: Request authorization for Starkville Utilities to initiate a task order with Volkert, Inc. for evaluation of options to manage sludge in the City's wastewater lagoon.

AMOUNT & SOURCE OF FUNDING: FY 2018 budget

FISCAL NOTE:

AUTHORIZATION IDSTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Request authorization for Starkville Utilities to initiate a task order with Volkert, Inc. for evaluation of options to manage sludge in the City's wastewater lagoon

**STARKVILLE UTILITIES
CITY OF STARKVILLE, MISSISSIPPI
TASK ORDER NO. 01 - 2017**

**ERNEST E. JONES WASTEWATER TREATMENT FACILITY
BIOSOLIDS MANAGEMENT PLAN**

This Task is to be performed in accordance with the provisions of the Agreement for professional services entered into this _____ day of _____, 2017, by and between Starkville Utilities, City of Starkville, Mississippi, hereafter referred to as the OWNER, and Volkert, Inc., hereinafter referred to as the CONSULTANT.

WHEREAS, each of said parties represents that it continues to have authority to execute this Task Order and that all certifications previously made in said Agreement remain in effect;

NOW THEREFORE, the parties hereto do further contract and agree to add the following items of work to the above Agreement under the additional terms and conditions as are hereinafter stated:

Starkville Utilities owns, operates, and maintains one (1) wastewater treatment facility. This facility is currently having a 6.8 million gallon per day (mgd) capacity and a 15.9 mgd peak capacity. A large facultative lagoon was constructed to the north of the facility. This lagoon is approximately 25.3 acres in area with a 6-foot depth. Waste activated sludge produced by the liquid stream processes of the wastewater treatment plant has been discharged to this lagoon and stored since 1981; consequently, biosolids have accumulated to near full storage capacity in the sludge lagoons.

The objective of this Task Order is providing Starkville Utilities with an Engineering Report that:

- Evaluates feasible alternatives for management of the biosolids generated by the wastewater treatment facilities
- Recommends a biosolids management plan
- Develops capital and operational and maintenance cost estimates for the recommended plan.

1.1. Basic Services.

CONSULTANT shall perform the Basic Services set forth in "Basic Services" of this Task Order, as well as any Additional Services in accordance with the terms and conditions herein.

Task 1 Project Management

Provide overall project management for this work order, including but not limited to project coordination, work scheduling, work product review, budget and expenditure management, invoicing, and issue resolution. The services will be completed over the contract duration assuming approximately 0.5-hour of professional time and 0.5-hour administrative support per week.

Task 2 Information Gathering and Review

21 CONSULTANT will conduct a kick off meeting with OWNER staff to review goals and objectives of this project. CONSULTANT and OWNER will identify relevant project stakeholders (e.g. City of Starkville, Mississippi State University).

22 CONSULTANT will gather, compile, and organize available existing information relevant to the work provided by OWNER and other appropriate agencies including on-going comprehensive sewer plan updates, current population projections and service needs, discharge monitoring reports, annual biosolids reports, operations and maintenance records, previous biosolids removal documentation and records, and other pertinent information regarding the current federal, state, and county regulations related to the reuse and disposal of the wastewater treatment plant residual solids including biosolids.

23 CONSULTANT will develop estimates of the annual wastewater solids production by the liquids stream processes and the solids reduction performance of the existing sludge pond. This information will be used as a basis for comparison of alternative biosolids handling, treatment, and reuse or disposal processes. Additionally, CONSULTANT may utilize a local laboratory to conduct sampling/testing of the activated sludge in the treatment process and biosolids in the existing pond. The cost of testing will be a reimbursable expense under this agreement.

Task 3 Regulatory and Planning Constraints

31 CONSULTANT will review current applicable federal, state, and local regulatory requirements that OWNER must comply with in regard to handling, treatment, reuse and disposal of the wastewater treatment plant residuals and biosolids. CONSULTANT will also provide information readily available in regard to pending updates or revision to these regulations by federal, state and local regulatory agencies.

32 CONSULTANT will identify current or emerging social and environmental concerns with regard to biosolids reuse and sewage sludge disposal.

Task 4 Technology Alternatives for Reuse or Disposal

This task is intended to identify treatment and reuse or disposal alternatives for managing the sewage biosolids generated from OWNER's wastewater treatment plant.

4.1 Identify Alternatives. CONSULTANT will develop preliminary list of technologies with short narrative descriptions and pertinent design criteria for sewage sludge and biosolids process alternatives.

4.2 CONSULTANT will collaborate with OWNER and appropriate staff from the Mississippi Department of Environmental Quality to select the most viable options for further analysis. Selection will be based on technical performance (including impacts on the existing wastewater treatment plant process), social, environmental and economic factors associated with each sewage sludge management strategy. This may be accomplished in a collaborative work session schedules permitting. For the purpose of budgeting, the level of effort of this work order it is assumed that 3 process alternatives will be carried forward for detailed analysis and evaluation under Task 5.

Deliverable: Technical Memorandum summarizing the methodology for selecting and evaluating alternatives and results including the justification for selecting specific alternatives for further analysis. (To be incorporated into the Task 5 deliverable).

Task 5 Comprehensive Evaluation of Select Treatment, Reuse and Disposal Alternatives

5.1 Evaluation of Selected Alternatives: CONSULTANT will evaluate the three selected process alternatives identified as the outcome of Task 4. A site-specific description and concept site plan along with a major equipment list will be developed for each alternative. CONSULTANT will develop planning level cost estimates for the capital investment for operation and maintenance of each of the selected alternatives. Capital costs will include construction costs and associated indirect costs such as engineering, inspection, construction management, permitting, etc. Operations costs will include labor, utilities, consumable materials such as polymer for dewatering and media for odor control and costs for chemical and biological monitoring, and costs for record keeping and reporting, hauling and disposal fees. Maintenance costs will include cost for maintenance labor, materials, services, and supplies including calibration of sensors and costs for replacement of process components that may have an operational life of less than the determined planning period.

5.2 CONSULTANT will meet with OWNER to collaboratively review the results of the evaluation to select the most appropriate and recommended sludge/biosolids management strategy for OWNER.

Deliverables: Technical memorandum summarizing the results of the detailed evaluation and estimated costs.

Task 6 Biosolids Management Plan

The work of this task includes the development of capital and operations improvement plan for implementation of the recommended alternative identified in Task 5. The plan will provide for the following:

6.1 Technology/Equipment Recommendations: CONSULTANT will identify manufacturers that are currently manufacturing the major process equipment or technology systems consistent with the selected biosolids management technology. CONSULTANT will evaluate the cost, schedule, and performance advantages and disadvantages for pre-selection or pre-purchase of the major equipment or technology system. CONSULTANT will provide general design criteria for each major equipment item or process system, including: equipment type, capacity, efficiency, materials of construction, size constraints, energy requirements, process/cooling water requirements, and instrumentation and process control needs, etc.

6.2 Preliminary Programming and Site Plan: Building Needs for Process Equipment and Product Storage: CONSULTANT will develop a conceptual building layout to house the major and ancillary (e.g., centrifuge, sludge dryer, sludge feed pumps, dewatered sludge and dried product conveying systems, odor control, polymer storage, make-down process equipment and feed systems, process water requirements, electrical and process controls) and sewage sludge or biosolids product storage rooms, silos, or hopper bins.

CONSULTANT will develop a preliminary site plan to illustrate the location and general improvements required to accommodate construction and operation of improvements associated with implementation of the biosolids management plan. The site plan will show proposed improvements including all buildings to house process equipment, materials, controls and final product.

6.3 Maintenance or Closure of Existing Sludge Pond: CONSULTANT will evaluate the costs for removal and transportation of biosolids contained in the existing sludge pond. CONSULTANT will also evaluate the benefits and costs of retaining and maintaining the existing sludge pond or a portion thereof to serve as part of the biosolids management plan. CONSULTANT will develop a cost for decommissioning and closure of the sludge pond, if the sludge management plan does not include the future utilization of the sludge pond as part of the wastewater treatment plant process.

6.4 Implementation Plan: The scope of this task includes identifying schedule and budget needs to implement the design, construction, operation, and maintenance of the recommended sludge management alternative. CONSULTANT will develop and evaluate options for phasing the implementation of improvements and develop cost budgets and schedules for programming the projects including application for permits and agency approval. CONSULTANT will identify potential funding sources for the projects that may be advantageous to OWNER in implementing the projects in a cost-efficient manner.

Task 7 Engineering Report

The scope of this task includes the preparation of a Draft and Final Engineering report to document the technical, social, environmental and economic information, analyses, and evaluations, resulting

from completion of Tasks 2 through 6 including the recommended biosolids management and implementation plans for OWNER.

1 . Draft Engineering Report - CONSULTANT will prepare a draft engineering report to document the methodologies, alternatives analyses, evaluation process, and the recommended implementation plan for OWNER' wastewater treatment facility sewage sludge and/or biosolids. CONSULTANT will prepare a environmental policy checklist for the any construction that may be required as part of implementing the sewage sludge and biosolids management plan.

Deliverable: 3 printed and bound copies and one electronic copy (in pdf format) of the Draft engineering report including the appendices.

2 Presentation: CONSULTANT will conduct one (1) presentation to include a summary of methodology and findings to OWNER, selected stakeholders and the general public (at the discretion of OWNER). CONSULTANT will address comments received from the presentation in the final engineering report. Responses to comments will be reviewed with OWNER prior to incorporation into the final engineering report.

3 Final Engineering Report- CONSULTANT will update the Draft report as appropriate to address agency and public comments. For the purpose of estimating the level of effort for this task it is assumed that these comments will only minor revision of the draft document that can be accomplished within 24 hours of professional time.

Deliverable: 3 printed and bound copies and one electronic copy (in pdf format) of the Draft engineering report including the appendices.

1.2 Responsibilities of the Owner

In addition to other responsibilities of OWNER as set forth in the Agreement, OWNER shall, at its expense:

Provide existing record drawings, surveys, and engineering reports referencing the existing WWTP and lagoons.

1.3 Additional Services

Additional Services shall be any service not included in Section 1.1, Basic Services herein or under Section 3.3 of the Agreement for Professional Services executed by and between the OWNER and CONSULTANT. Compensation for Additional Services shall be in accordance with said agreement.

1.4 Schedule. This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue for a period of six (6) months.

1.5 Fee. The Basic Services shall be performed on an hourly time charge basis and payable to CONSULTANT by the OWNER per CONSULTANT'S current hourly rates, plus reimbursable and direct expenses. Invoices shall be submitted and payable by OWNER per the terms of the Agreement. The Basic Services shall be provided hourly with a not to exceed amount of \$73,600, plus reimbursable and direct expenses.

So executed and agreed this the _____ day of _____, 201__.

ATTEST:

STARKVILLE UTILITIES
CITY OF STARKVILLE, MISSISSIPPI

Name/Title

General Manager

ATTEST:

VOLKERT, INC.

Vice President



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

AGENDA ITEM NO:
AGENDA DATE: October 3, 2017
PAGE: 1 of 1

SUBJECT: Request authorization for Robby Gilliland to travel to Jackson, TN to attend TVPPA Line Worker Underground Lab 4 on October 9-13, 2017 at a total cost not to exceed \$1,672 with advance travel.

This is a continuation of the TVPPA Lineman Apprenticeship Program. This five-day session covers line worker skills including: Safety, cable, line location/fault finding, elbows, terminators, grounding, URD transformers, URD operations/systems, URD troubleshooting, tagging, switching and a comprehensive exam upon course completion.

AMOUNT & SOURCE OF FUNDING: TVPPA Line Worker Underground Lab 4, lodging, travel allowance plus 6 days per diem, total cost not to exceed \$1,672.

FY 2018 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Move approval for Robby Gilliland to travel to Jackson, TN to attend TVPPA Line Worker Underground Lab 4 on October 9-13, 2017 at a total cost not to exceed \$1,672 with advance travel.
