



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
November 7, 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 Services
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, NOVEMBER 7, 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 INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 19, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. CHRIS AYERS FROM STARKVILLE IN MOTION TO OUTLINE AND PRESENT THE ORGANIZATION'S PROGRAMS IN THE CITY OF STARKVILLE.

B. PASTOR JOSEPH STONE FROM SECOND BAPTIST CHURCH TO SPEAK ON CHURCH CONSTRUCTION PROJECT.

VIII. PUBLIC HEARING

A. FIRST PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, AS AMENDED BY ORDINANCE 2017-7, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

IX. MAYOR'S BUSINESS

A. CONSIDERATION AND APPROVAL OF A RESOLUTION REQUESTING THE MISSISSIPPI LEGISLATURE EXTEND THE FUNDING OF THE 2% FOOD AND BEVERAGE TAX FOR THE CITY OF STARKVILLE UNTIL JUNE 30, 2022.

B. CONSIDERATION OF THE APPROVAL OF THE ENGAGEMENT LETTER FROM WATKINS, WARD AND STAFFORD FOR THE FISCAL YEAR 2017 AUDIT FOR THE CITY OF STARKVILLE.

C. CONSIDERATION OF APPROVING THE FOUR (4) YEAR STARKVILLE CAPITAL IMPROVEMENT PROJECT PLAN FOR STREETS, PARKING AND DRAINAGE PROJECTS.

D. CONSIDERATION OF A SIX (6) MONTH EXTENSION ON THE AGREEMENT FOR THE SALE OF THE LAGOON LOCATED ON THE HIGHWAY 12 BYPASS.

E. CONSIDERATION OF A PAYING AGENT AGREEMENT WITH WHITNEY BANK d/b/a HANCOCK BANK FOR THE SERIES 2017 \$7,000,000 GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS.

X. BOARD BUSINESS

A. CONSIDERATION OF A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFORE AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

B. CONSIDERATION OF A RESOLUTION AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, IN ONE OR MORE SERIES, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

C. CONSIDERATION OF BIDDING OUT ANY AND ALL ASPHALT WORK RELATING TO THE CITY'S FOUR-YEAR CAPITAL IMPROVEMENT PLAN PURSUANT TO MISS. CODE ANN. SECTION 31-7-13(C).

D. CONSIDERATION OF ASKING THE PERSONNEL DIRECTOR TO CONDUCT A SALARY/PAY ANALYSIS OF THE EMPLOYMENT POSITIONS WITH THE CITY OF STARKVILLE AND PROVIDE A REPORT TO THE MAYOR AND BOARD OF ALDERMEN ON DECEMBER 19, 2017.

E. CONSIDERATION OF APPROVING THE REVISED PERSONNEL POLICY MANUAL.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

- a. CONSIDERATION, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 101D-00-272.00, ANTIOCH BAPTIST CHURCH, 522 EAST GILLESPIE STREET, TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY AND WHETHER TO HOLD A PUBLIC HEARING PURSUANT TO MISS. CODE ANN. 21-19-11 DURING ITS REGULAR MEETING ON DECEMBER 7, 2017, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE, FOR THE PURPOSE OF DETERMINING WHETHER THE BUILDING LOCATED AT 522 EAST GILLESPIE STREET, PARCEL NUMBER 101D-00-272.00, IS IN SUCH A STATE OF DETERIORATION AND UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.
- b. CONSIDERATION OF DIRECTING STAFF TO OBTAIN BIDS WITHIN FOR DEMOLITION, DEBRIS REMOVAL, AND RELOCATION OF INFRASTRUCTURE FOR THE PROPERTY LOCATED AT 100 EAST DR. MARTIN LUTHER KING, JR. DRIVE AND PRESENT BIDS AT THE FEBRUARY 6, 2018 BOARD OF ALDERMEN MEETING.
- c. CONSIDERATION OF, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 102B-00-323.00, SECOND BAPTIST CHURCH, 314 YEATES STREET TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY AND WHETHER TO HOLD A PUBLIC HEARING PURSUANT TO MISS. CODE ANN. 21-19-11 DURING ITS REGULAR MEETING ON DECEMBER 7, 2017, WITH

NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE, FOR THE PURPOSE OF DETERMINING WHETHER THE FORMER CONSTRUCTION AREA LOCATED AT 314 YEATES STREET, PARCEL NUMBER 102B-00-323.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF VA 17-16: A REQUEST BY SER LLC FOR VARIANCE RELIEF FROM SIDEWALK REQUIREMENTS ON A LOT LOCATED +/-250' EAST OF INDUSTRIAL PARK ROAD ON THE NORTH SIDE OF SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL # 102N-00-005.01
- b. DISCUSSION AND CONSIDERATION TO APPROVE WITH CONDITION THE SPECIAL EVENTS REQUEST FOR THE 2017 CHRISTMAS PARADE EVENT WITH IN-KIND SERVICES TO BE HELD FRIDAY, NOVEMBER 27, 2017.
- c. DISCUSSION AND CONSIDERATION OF THE 2017 MISSISSIPPI CHAMPIONSHIP STEAK COOKOFF AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON NOVEMBER 18, 2017 WITH THE CONDITION THAT PROOF OF INSURANCE BE PROVIDED.
- d. DISCUSSION AND CONSIDERATION OF FP 17-07: FINAL PLAT COUNTRY CLUB ESTATES PHASE 3-B, APPROVAL FOR SUBDIVIDING +/- 10.95 ACRE PARCEL INTO 16 LOTS LOCATED AT THE EAST END OF TURNBERRY LANE AND CYPRESS POINT ROAD IN A R-4 ZONE WITH THE PARCEL NUMBER 106 -14-013.00 WITH REQUESTED CONDITIONS.

C. COURTS

1. CONSIDERATION TO EXTEND SERVICES WITH LEXIS NEXIS TO PROVIDE THE STARKVILLE MUNICIPAL COURT WITH ACCESS TO THE MISSISSIPPI CODE AND LEGAL RESEARCH FROM 11/1/2017 THROUGH 10/31/2020 AT A RATE OF \$321.00 PER MONTH.

D. ENGINEERING

1. REQUEST APPROVAL FOR CODY BURNETT TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE FALL 2017 SEMESTER TO TAKE MASTER'S LEVEL COURSES IN CIVIL ENGINEERING WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,500.00.

2. REQUEST AUTHORIZATION FOR THE CITY ENGINEER TO ADVERTISE FOR ALL CONSTRUCTION PROJECTS, CONSTRUCTION RELATED MATERIALS, CONSTRUCTION RELATED QUOTES, AND CONSULTANT RFPS, AS NEEDED FOR THE FOUR-YEAR CAPITAL IMPROVEMENT PROJECTS WITHIN THE BUDGETS PREVIOUSLY ALLOCATED AND APPROVED BY THE STARKVILLE BOARD OF ALDERMEN; AND IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES; AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE ALL CONSTRUCTION AND CONSULTANT CONTRACTS WITH FIRMS OR COMPANIES LISTED BELOW AND ACCEPT CONSTRUCTION MATERIALS QUOTES, AS NEEDED, FOR THE FOUR-YEAR IMPROVEMENT PROJECTS WHICH ARE LESS THAN \$50,000 IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES AND AS REVIEWED AND APPROVED BY THE CITY ATTORNEY.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2017 FOR FISCAL YEAR ENDING 9/30/18, 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 AUTHORIZATION TO ADVERTISE FOR GENERAL SOURCE OF SUPPLY BIDS FOR ALL DEPARTMENTS WITHIN THE CITY OF STARKVILLE FOR THE PERIOD JANUARY 1, 2018 THROUGH JUNE 30, 2018.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENGAGE JMCM CONSULTING TO PREPARE A PROJECT PLAN AND APPLICATION FOR THE 2017 ASSISTANCE TO FIREFIGHTER GRANT PROGRAM AT A FEE OF 5% OF THE FEDERAL GRANT AMOUNT TO BE PAID FROM CITY FUNDS.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

I. PERSONNEL

1. CONSIDERATION OF APPROVAL TO ADVERTISE TO FILL A FIREFIGHTER POSITION, IN THE STARKVILLE FIRE DEPARTMENT AND AUTHORIZATION TO ADVERTISE FOR THREE (3) PART-TIME CERTIFIED FIREFIGHTERS.
2. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A PART-TIME SECRETARY, IN THE SANITATION & THE ENVIRONMENTAL SERVICES DEPARTMENT.
3. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER POSITION, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
4. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A VACANT PART-TIME INTERN POSITION FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.
5. CONSIDERATION OF APPROVAL TO HIRE BETHANY ALLEN WEEKS AND STEVEN LANE, AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT REQUEST AUTHORIZATION TO RETAIN CANDIDATE CALVIN WATERS FROM THE SELECTION PROCESS HELD ON OCTOBER 10, 2017 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.
6. CONSIDERATION OF APPROVAL TO HIRE CHRISTIE ROGERS, AS THE EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.
7. CONSIDERATION OF APPROVAL TO HIRE TANNER STUART, AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.
8. CONSIDERATION OF APPROVAL TO HIRE TAMEKA HARRIS, AS THE PAYROLL/COLLECTOR CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.
9. CONSIDERATION OF APPROVAL TO HIRE DERRICK BIRCHFIELD, DNIJEE ROBINSON AND ELI SEABROOKS AS MAINTENANCE WORKERS I IN THE UTILITES WATER DEPARTMENT.
10. CONSIDERATION OF APPROVAL TO HIRE JARED RABREN, AS THE

AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.

11. **CONSIDERATION OF APPROVAL TO HIRE JACQUILINE POSLEY, AS THE PROCESSING CLERK IN THE COMMUNITY DEVELOPMENT DEPARTMENT.**

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 TO PURCHASE EQUIPMENT AND SERVICES FOR SEDC'S METER DATA MANAGEMENT SYSTEM (MDM) AS PART OF AN ONGOING INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS.
2. REQUEST AUTHORIZATION TO PURCHASE THE FINAL EQUIPMENT NEEDED TO COMPLETE CONVERSION TO SEDC'S MULTI-SERVICE PLATFORM.
3. **REQUEST AUTHORIZATION FOR ROBBY GILLILAND TO TRAVEL TO JACKSON, TN TO ATTEND TVPPA LINE WORKER TROUBLESHOOTING LAB 5 ON DECEMBER 4-8, 2017 AT A TOTAL COST NOT TO EXCEED \$1,820 WITH ADVANCE TRAVEL.**
4. **REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE (5) 69 KV POTENTIAL TRANSFORMERS TO ADDRESS SYNC CHECK ISSUES WITH MSU GENERATION AND TO PROVIDE ACCURATE FAULT LOCATING INFORMATION FROM GARNER LUMLEY FOR A TOTAL PRICE OF \$28,350.**

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 21, 2017 @ 5:30 IN THE COURT 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.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 11-7-17
PAGE: 1 of several

SUBJECT: Request approval of the minutes of the September 19, 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 19, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESSED MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
September 19, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Recessed Meeting on September 19, 2017 at 5:30 p.m. in the Courtroom of City Hall of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A'. Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk Lesa Hardin and 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 with Consented Items.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Alderman Walker requested the following changes to the published September 19, 2017 Official Agenda:

Add Agenda Item XI. E. 3. To Consent: Discussion and consideration of adopting the job description for a Processing Clerk, and authorization to advertise to fill the position of a Processing Clerk, in the Community Development Department.

Alderman Little requested the following changes to the published September 19, 2017 Official Agenda:

Move Agenda Items X. A and X. B. (both Board business items) to Roman Numeral VII and renumber the Agenda.

There being no objections to these changes, the Mayor asked for further revisions to the published September 19, 2017 Official Agenda. There being no further revisions, the Mayor called for a motion to adopt the Agenda with Consented Items as Amended.

1. A MOTION TO APPROVE THE SEPTEMBER 19, 2017 AGENDA AS AMENDED WITH CONSENT ITEMS.

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the September 19, 2017 Consent Agenda items as read by the Mayor. The Board voted as follows:

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

RECESS MEETING OF TUESDAY, SEPTEMBER 19, 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 WITH CONSENTED ITEMS

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:
New Employee Introductions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. BOARD BUSINESS

A. RESOLUTION ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2017, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS (\$7,000,000).

B. RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE APPROVING AND AUTHORIZING THE EXECUTION OF THE FOLLOWING AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF A NEW INDUSTRIAL PARK PROJECT: (1) AMENDED AND RESTATED REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT; (2) NATURAL GAS PIPELINE PROJECT MEMORANDUM OF UNDERSTANDING; (3) ELECTRICAL POWER SUBSTATION PROJECT MEMORANDUM OF UNDERSTANDING; (4) MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION; (5) PROFESSIONAL SERVICES AGREEMENT WITH HEADWATERS, INC.; AND (6) LETTER AGREEMENT FOR ENGINEERING SERVICES WITH NEEL-SCHAFFER, INC.

VIII. PUBLIC APPEARANCES

A. MS DOROTHY ISAAC – EDUCATION AND COMMUNITY INVOLVEMENT

IX. PUBLIC HEARING

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

B. FIRST 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.

- C. FIRST 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.

X. MAYOR'S BUSINESS

- A. CONSIDERATION OF THE APPOINTMENT OF A SCHOOL BOARD MEMBER TO FILL THE POSITION HELD BY ANNE STRICKLIN WITH THE TERM ENDING MARCH 2019.
- B. CONSIDERATION OF AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI REFERENCING DISTANCE, HOURS OF SALE AND PERCENTAGE OF CONTENT.
- C. CONSIDERATION OF APPROVING A CONTRACT RENEWAL WITH CORNERSTONE GOVERNMENT AFFAIRS FOR THE PERIOD OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

a. DISCUSSION AND CONSIDERATION OF LW 17-03 A REQUEST FOR LANDSCAPE WAIVER FROM SEVERAL SECTIONS OF THE ORDINANCE FOR A PROPERTY LOCATED ON SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL NUMBER 102N-00-005.01 WITH ONE CONDITION.

b. DISCUSSION AND CONSIDERATION OF PP 17-08 AND FP 17-06 REQUEST FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR MODIFYING AN THE EXISTING PLAT THAT IS +/-11.41 ACRE PARCEL LOCATED AT 100 MERCANTILE LANE IN A T-6 DISTRICT WITH THE PARCEL NUMBER 101D-00-342.00 WITH THREE CONDITIONS.

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

SEPTEMBER 13, 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 ACCEPTANCE OF THE AUGUST 2017 FINANCIAL STATEMENT.

D. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. HUMAN RESOURCE DEPARTMENT

1. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER GREGORY, AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

2. REQUEST AUTHORIZATION TO ADVERTISE TO FILL TWO (2) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

3. DISCUSSION AND CONSIDERATION OF ADOPTING THE JOB DESCRIPTION FOR A PROCESSING CLERK, AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITION OF A PROCESSING CLERK, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

F. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

G. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

H. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER INTO THE GRANT AGREEMENT FOR A 75% REIMBURSABLE FY18 JUSTICE ASSISTANCE GRANT FOR FUNDING OF EQUIPMENT AT A COST OF \$3,596.25 TO THE CITY.

I. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE 16 6-CUBIC YARD AND 16 8-CUBIC YARD DUMPSTERS FROM WASTEQUIP SOURCE OF SUPPLY QUOTE AT A TOTAL OF \$27,606.00 TO INCLUDE PAW PRINT ON PAINTED MAROON.

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO AN AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES DIVISION OF COMMUNITY SERVICE TO CONTINUE PARTICIPATION IN THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP.)

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. POTENTIAL LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL OCTOBER 3, 2017 @ 5:30 IN THE COURT 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 2 – 12:

2. CONSIDERATION OF APPROVING A CONTRACT RENEWAL WITH CORNERSTONE GOVERNMENT AFFAIRS FOR THE PERIOD OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a contract renewal with Cornerstone Government Affairs for the period of October 1, 2017 through September 30, 2018” is enumerated, this consent item is thereby approved.

Service Agreement

THIS SERVICE AGREEMENT, dated October 1, 2017 (hereinafter “**Agreement**”) is entered into by and between CORNERSTONE GOVERNMENT AFFAIRS, INC. (hereinafter “**CORNERSTONE**”), a sub-chapter S corporation duly organized under the laws of the District of Columbia, with its principal place of business at 300 Independence Avenue, SE, Washington, D.C. 20003, and STARKVILLE, MISSISSIPPI (hereinafter “**STARKVILLE**”), with its principal place of business at 110 West Main Street, Starkville, MS 39759 (hereinafter referred to collectively as the “Parties”).

WHEREAS, CORNERSTONE is in the business of providing strategic consulting and advocacy services to assist its clients in dealing with federal, state and local governments and governmental and regulatory authorities (hereinafter “**GR Services**”); and

WHEREAS, STARKVILLE and CORNERSTONE desire to enter into this Agreement to set forth the basic terms and conditions that will govern the relationship under which CORNERSTONE will provide GR Services to STARKVILLE:

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date first written above and continue through September 30, 2018. The parties may mutually agree in writing to extend the Term.

2. Termination. This Agreement may be terminated by either party with or without cause at any time during the Term after thirty (30) days written notice to the other party. STARKVILLE shall pay CORNERSTONE all fees and expenses otherwise owed it under the terms of this Agreement through the effective date of such termination. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All costs incurred by CORNERSTONE in the collection of uncontested fees which are more than sixty (60) days past due shall be paid by STARKVILLE.

3. Services by CORNERSTONE. During the term, CORNERSTONE shall provide GR Services to STARKVILLE. The precise scope and extent of the GR Services may be amended by mutual agreement of the parties but generally focus on:

- Monitor legislation and policy actions and advocate on STARKVILLE'S behalf on these actions impacting current and potential business;
- Prepare draft bills and amendments that accomplish STARKVILLE's most critical statutory objectives;
- Identify and facilitate State of Mississippi business development and marketing opportunities;
- Assist STARKVILLE with intelligence about possible contracting opportunities with Mississippi State Government Agencies and industries within the private sector; and
- Facilitate meetings and events to provide STARKVILLE access to legislators, the executive branch, and/or state agencies to ensure STARKVILLE'S perspective on pertinent issues is emphasized;
- Assist STARKVILLE with intelligence about possible contracting opportunities with Federal Government Agencies,
- Identify and facilitate federal business development and marketing opportunities; and
- Establish new and broaden existing relationships with key individuals in the Presidential Administration as well as with key members of Congress.

In performing the GR Services, CORNERSTONE will perform such tasks as attending necessary meetings, and providing as necessary, written reports on its activities as well as the activities of the Legislature, the Administration, independent agencies, and third parties regarding the relevant issues. CORNERSTONE will also provide other general informational bulletins or updates that STARKVILLE reasonably requests.

4. Relationship of the Parties. The parties acknowledge and agree that each is an independent business entity and, as such, neither party may represent itself as an employee, agent, or representative of the other. Neither party may incur any obligations on behalf of the other party unless specifically authorized in this Agreement. Nothing contained in this Agreement shall create or be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship except as set forth between the parties.

5. Fee. Payment for the GR Services shall be made electronically via ACH by STARKVILLE to CORNERSTONE in twelve (12) advance monthly payments of three thousand three hundred thirty three dollars and thirty three cents (\$3,333.33) plus reasonable and customary out-of-pocket expenses with any out of town travel being approved in advance by STARKVILLE (the "**Fee**"). STARKVILLE will make the first payment of the Fee within thirty (30) business days of the date this Agreement is executed by both STARKVILLE and CORNERSTONE. The Parties agree to discuss in good faith any adjustment in the Fee that either party shall deem appropriate given the level of services mutually agreed upon under Section 3. Federally appropriated funds may not be used to pay for any services provided or expenses incurred under this contract.

6. Confidentiality. CORNERSTONE agrees with respect to any written information marked "confidential" or "proprietary" by STARKVILLE or information disclosed orally and identified orally as "confidential" or "proprietary" by STARKVILLE at the time of disclosure and reduced to writing (hereinafter "**Confidential Information**"), that CORNERSTONE will use Confidential Information solely to enable it to perform its obligations hereunder, and will not disclose any Confidential Information to any person or entity without the prior express written consent of STARKVILLE. Provided, however, that Confidential Information may be provided by CORNERSTONE to those of its employees who need such information to enable CORNERSTONE to perform its obligations hereunder and who are required to keep such information confidential and to its auditors, consultants and advisors who agree to keep such information confidential or are otherwise bound to restrictions on disclosure.

Confidential Information shall not include information which: (i) is now or hereafter becomes part of the public domain; (ii) was received by CORNERSTONE from a third party under no obligation of confidentiality to STARKVILLE; or (iii) is disclosed by STARKVILLE to a third party without restriction.

In the event that such disclosure is required by applicable law, regulation or court order, CORNERSTONE agrees, if reasonably practicable, to refrain from such disclosure until such time as STARKVILLE has received written notice with regard to any required disclosure (provided that notice of the required disclosure is not prohibited by law), and STARKVILLE has had a reasonable opportunity to contest the basis for disclosure and review the content of the

proposed disclosure.

7. No Verification by CORNERSTONE. It is understood that CORNERSTONE cannot undertake to verify all facts supplied to it by STARKVILLE or related entities or all factual matters included in materials prepared or used by CORNERSTONE and approved by STARKVILLE or related entities.

8. Compliance with Law. CORNERSTONE shall be responsible, at its own expense, for complying with any federal law and/or regulation governing lobbying, including, but not limited to any law or rule requiring registration of or the filing of public disclosure reports by lobbyists, which law or rule applies by reason of any service to be performed or activity to be conducted.

9. No Assignment. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

10. Governing Law & Venue. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Mississippi without giving effect to any choice or conflict of law provision or rule. Any legal action relating to this contract shall be brought in Oktibbeha County Circuit Court or the United States District Court for the Northern District of Mississippi - Aberdeen Division.

11. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the rights granted and the obligations assumed and supersedes all prior written and oral communications between the parties.

12. Amendment. This Agreement may be changed only by written agreement signed by each party.

13. Notice. All notices and other communications hereunder shall be deemed to have been given when delivered personally or if mailed when deposited in the United States mail or with an express mail carrier, postage prepaid and addressed as follows:

Cornerstone Government Affairs
300 Independence Ave, SE
Washington, DC 20003

The City of Starkville
110 West Main Street
Starkville, MS 39759

The parties hereto may change their address as set forth in this section by providing the other party with written notice thereof.

IN WITNESS WHEREOF, the authorized representatives of STARKVILLE and CORNERSTONE do hereby execute this Agreement as of the date first above written.

CORNERSTONE GOVERNMENT AFFAIRS, INC.

THE CITY OF STARKVILLE, MS

Name:
Title:

Name:
Title:

3. CONSIDERATION OF LW 17-03 A REQUEST FOR LANDSCAPE WAIVER FROM SEVERAL SECTIONS OF THE ORDINANCE FOR A PROPERTY LOCATED ON SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL NUMBER 102N-00-005.01 WITH ONE CONDITION.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the

September 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of LW 17-03 a request for Landscape Waiver from several sections of the ordinance for a property located on Spruill Industrial Park Road in an M-1 zone with the parcel number 102N-00-005.01 with one condition that three canopy trees shall be planted along the west side evenly spaced” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF PP 17-08 AND FP 17-06 REQUEST FOR PRELIMINARY PLAT AND FINAL PLAT APPROVAL FOR MODIFYING AN EXISTING PLAT THAT IS +/-11.41 ACRE PARCEL LOCATED AT 100 MERCANTILE LANE IN A T-6 DISTRICT WITH THE PARCEL NUMBER 101D-00-342.00 WITH THREE CONDITIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of PP 17-08 and FP 17-06 Request for Preliminary Plat and Final Plat approval for modifying an the existing plat that is +/-11.41 acre parcel located at 100 Mercantile Lane in a T-6 district with the parcel number 101D-00-342.00 with conditions” is enumerated, this consent item is thereby approved.

Recommended Conditions by the Planning and Zoning Commission:

1. The final 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 applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
3. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.

5. CONSIDERATION OF THE APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF SEPTEMBER 13, 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.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of of the City of Starkville Claims Docket for all departments as of September 13, 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” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 530,922.05
Restricted Police Fund	002	4,834.90
Restricted Fire Fund	003	1,555.67
Airport Fund	015	24,051.56
Restricted Airport	016	23,735.75
Sanitation	022	107,830.42
Landfill	023	24,207.38
Computer Assessments	107	175.00
Police Dept Renovations	135	0

Park and Recreation	375	38,052.61
Trust & Agency	610	0
Economic Dev, Tourism & Conv	630	0
Sub Total Before Utilities		\$ 756,365.34
Utilities Dept.	SED	1,079,619.97
Total Claims	Total	\$ 1,835,985.31

6. CONSIDERATION OF THE ACCEPTANCE OF THE AUGUST 2017 FINANCIAL STATEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the “acceptance of the August 2017 Financial Statement” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF AUTHORIZATION TO HIRE CHRISTOPHER GREGORY AS A CERTIFIED POLICE OFFICER IN THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to hire Christopher Gregory as a Certified Police Officer at salary grade 9 in the Starkville Police Department” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF AUTHORIZATION TO ADVERTISE TO FILL TWO (2) FIREFIGHTER POSITIONS IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill two (2) firefighter positions in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF ADOPTING THE JOB DESCRIPTION FOR A PROCESSING CLERK, AND AUTHORIZATION TO ADVERTISE TO FILL THE POSITION OF A PROCESSING CLERK, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval of adopting the job description for a Processing Clerk and authorization to advertise to fill the position of a Processing Clerk, in the Community Development Department” is enumerated, this consent item is thereby approved.

POSITION SUMMARY:

The Community Development Processing Clerk is responsible for processing applications, maintain files, payments, customer service, and other essential duties associated with the Planning, Development Services, and Code Enforcement sections of the Community Development Department.

Work also involves responsibility for insuring that all building permits and vendors under municipal authority operate with correct and valid licenses. Work may be performed in the field and/or the office. Work is performed according to city ordinances and related state laws and is reviewed by a supervisor for compliance with ordinances and laws. Incumbents are required to conduct their work with a minimum of direct supervision.

DUTIES AND RESPONSIBILITIES:

- Provide excellent customer service to persons doing business with Community Development.
- Review and accept permit applications and payments. Distribute applications to the appropriate persons for review.
- Provide research and administrative support to Community Development Department.
- Respond to inquiries concerning Building Code rules and regulations from the public, contractors and property owners.
- Provide information and recommendations to developers, engineers, contractors and the general public of proper procedures to achieve licensing and permitting laws and regulations.
- Explain licensing and permitting laws and discuss remedies and alternatives to encourage compliance with regulations.
- Respond to routine complaints; provides contractors with billing information.
- Schedule inspection appointments for building inspections, and complete all necessary monthly and annual reports for the Building Department, as well as any correspondence required for contractors, property owners and other persons of interest.
- Issue contractors' licenses and/or building permits; collects, processes and records fees for permits, contractors' licenses, issues receipts; counts and balances daily monies received; and prepares bank deposits.
- Gather evidence and performs investigations regarding violations if litigation is required. Issues citations if violations are not corrected.
- Track, types, processes, reviews for accuracy or completeness, and maintains data related to licenses, insurance, state certificates, permits, payments, code compliance, and other records in accordance with established policies and procedures; assists employees and the public in the completion of forms; makes necessary corrections and adjustments.
- Operate a computer and applicable software, printer, scanner, multi-line phone system, calculator, and standard office equipment while performing essential functions.
- Locate, retrieves copies and distributes permits and plans and other files, records, reports and written materials.
- Require regular and prompt attendance plus the ability to work well with others and work well as a team.
- Assist other office personnel as needed and all other duties assigned including any other duties assigned by the Mayor or Community Development Director.

QUALIFICATIONS:

Knowledge of:

- Knowledge of laws and regulations governing license and building permits in the City.
- Knowledge of established policies, methods, and procedures in licensing and collection of license fees.

Ability to:

- Ability to handle financial transactions, calculate and maintain accurate records, and compile and prepare reports.
- Ability to disseminate information in a timely and accurate manner.
- Ability to use permit management software.
- Ability to communicate effectively, both in speaking and writing.
- Ability to enforce city ordinances in a fair and impartial manner.
- Ability to conduct thorough and accurate investigations.
- Ability to accurately interpret and apply the provisions of pertinent laws, ordinances, and policies.

- Ability to provide excellent customer service.
- May require the ability to read plans, descriptions, maps, and plats.
- Ability to be bonded.

EDUCATION AND EXPERIENCE GUIDELINES:

Education and/or Experience:

- Must possess a high school diploma from a school accredited by a regional accrediting agency recognized by the U.S. Department of Education or GED certificate issued by the appropriate state agency and some experience performing clerical work and data entry in a building construction related field; or any equivalent combination of education, training, and experience that demonstrates the above listed knowledge, skills, and abilities.
- Must possess a valid MS driver's license and acceptable MVR.

Preferred:

Associate's degree in business administration with two years of administrative experience, or any equivalent combination of training and experience.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Working Environment:

Work is performed in an office or field setting. Work in the field exposes the employee to all weather conditions and requires the operation of a motor vehicle in a variety of traffic conditions.

Physical Demands:

Office work is essentially sedentary with occasional walking, bending, lifting or minimal physical activities. Field work requires frequent physical effort such as standing and walking. Computer work requires manual dexterity.

The duties listed above are intended as illustrations of the types of work that may be performed. The omission of specific job duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment contract and is subject to change as the needs of the City and requirements of the job change.

Regular and consistent attendance is a condition of continuing employment.

The City of Starkville, is an EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION employer. Candidates are considered for employment with the City, without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status or other classification protected by applicable federal, state or local law.

A drug screen is required for this position.

10. CONSIDERATION OF AUTHORIZATION TO ENTER INTO THE GRANT AGREEMENT FOR A 75% REIMBURSABLE FY18 JUSTICE ASSISTANCE GRANT FOR FUNDING OF EQUIPMENT AT A COST OF \$3,596.25 TO THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the "approval to enter into a grant with the Justice Assistance Grant for FY18 Funding in the area of equipment for one (1) DVM 800 in car camera system with the compatible body worn camera. This grant is a 75% / 25% match grant up to \$5,000" is enumerated, this consent item is thereby approved.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

PHIL BRYANT
GOVERNOR

MARSHALL L. FISHER
COMMISSIONER

September 1, 2017

Mayor ~~Parker Wiseman~~ *Lynn Spruill*
City of Starkville
101 E. Lampkin St.
Starkville, MS 39759

Subject: Project Number: 16LB2311
Effective Date: 10/01/17

Dear Mayor Wiseman:

We are pleased to inform you that the Division of Public Safety Planning has approved your sub-grant application for the **Local Law Enforcement Grant** in the amount of **\$3,596.25**. Enclosed are the following contractual items. Please read these documents to determine your requirements under the sub-grant.

1. Sub-grant Signature Sheet (*1 copy*)
2. Budget Summary (*initial*)
3. Cost Summary Support Sheet(s) (*initial*)
4. OJP Statement of Special Conditions (*initial*)
5. OJP Sub-grant Standard Assurances; (*Attachment A*)
6. Certification of Equal Employment Opportunity (*Attachment B*)
7. Federal Civil Rights Compliance Checklist (*Attachment C-1*)
8. Civil Rights Training Certification Form (*Attachment C-2*)
9. Certification Regarding Debarment (*Attachment F*)
10. Certification Regarding Lobbying (*Attachment G*)
11. Match Certification (*Attachment H*)
12. Discrimination Complaint Policies and Procedures (*Attachment E*)

We particularly want to bring to your attention to the requirement that **items 1-11 should be signed or initialed in blue ink and returned to this office no later than October 4, 2017**. Please retain a copy for your files. If there are questions concerning this award, please contact Melinda Padfield at (601) 977-3757.

Sincerely,

Emberly K. Holmes
Emberly Holmes
Office Director

**SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764**

1. Name, Address, & Phone Number: City of Starkville Police Department 101 E. Lampkin Street Starkville, MS 39759 662-323-4131 <u>t.wells@cityofstarkville.org</u>	2. Effective Date: 10/01/17 3. Sub-grant Number: 16LB2311 4. Grant Identifier: 2016-MU-BX-0179 5. Beginning & Ending Dates: 10/01/17 to 03/31/18 6. Sub-grant Payment Method: Cost Reimbursement ☒ Other:
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7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel							
Fringe Benefits							
Equipment	\$3,596.25	75	\$1,198.75	25			\$4,795.00
Travel							
Commodities							
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	\$3,596.25	75	\$1,198.75	25			\$4,795.00

8. The Sub-grantee agrees to operate the program outlined in this sub-grant in accordance with all provisions of this sub-grant as included herein. The following sections are attached and incorporated into this agreement.

Statement of Special Conditions Standard Assurances Certification Regarding Equal Employment Civil Rights Compliance Checklist	Civil Rights Training Certification Certification Regarding Debarment Certification Regarding Lobbying Match Certification Form (if applicable)
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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Emberly Holmes Office Director	10. Typed Name & Title of Authorized Sub-grantee Official: Lynn Spruill, Mayor City of Starkville
11. Signature: _____ Date: _____	12. Signature: _____ Date: _____

**DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET**

1. Applicant Agency: City of Starkville			
2. Sub-grant Number	3. Grant Identification Number	4. Beginning Date	Ending Date
16LB2311	2016-MU-BX-0179	10/01/2017	03/31/2018
6. Submitted as part of (Check One):	A. Funding Request: X	B. Modification Number:	C. Modification Effective Date:

Funding Sources

8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	Byrne/JAG Local Law	\$3,596.25			\$1,198.75	\$4,795.00
TOTAL		\$3,596.25			\$1,198.75	\$4,795.00

AFW

**DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET**

1. Applicant Agency: City of Starkville				Page 1 of 1	
2. Sub-grant Number 16LB2311	3. Grant Identifier Number 2016-MU-BX-0179	4. Beginning Date 10/01/2017	5. Ending Date 03/31/2018		
6. Activity: Byrne JAG Local Law					
7. DPSP Use Only	8. Category 9. Line Item	10. Description of item and/or Basis for Valuation	11. Budget		
			Federal	All Other	Total
	Equipment	1 – DVM 800 in-car camera @ \$3,795.00 1 – FirstVu HD DVR body camera @ \$550.00 1 – VuLink @ \$450.00	\$3,596.25	\$1,198.75	\$4,795.00
Total			\$3,596.25	\$1,198.75	\$4,795.00

ASW



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C-1)
- Civil Rights Training Certification Form (attachment C-2)
- Discrimination Compliant Policies and Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.

www.ojp.gov

Special Cancellation Condition for Subgrantees:

- (1) **Commencement with 60 Days.** If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

 Initial

Revised August 2015



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

- (2) **Operational within 90 Days.** If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - All changes or revisions to the original approved contract must be submitted in writing and approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. *Retro-active modifications or revisions will not be granted.*

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

Requirements for Publication of Project Activities. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, (2) the dollar amount of federal funds for the project or program and (3) award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the MS Department of Public Safety Planning (DPSP) for (respected program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U. S. Department of Justice, (respected program: i.e.: VOCA, VAWA, JAG, RSAT, JAB, JJ etc.)."

 Initial

Revised August 2015



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories at JAG.Showcase@ojp.usdoj.gov or via the online form at <https://www.bja.gov/contactus.aspx>. JAG success stories should include the name and location of program/project point of contact with phone number and e-mail; amount of JAG funding received and in which fiscal year; and a brief summary describing the program/project and its impact.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Local Law Agencies must have a written "mandatory wear" policy in effect and a signed certification on file for utilizing JAG funds for body armor purchases.

Local Law Agencies using JAG funds to purchase body worn camera equipment must have policies and procedures in place related to equipment usage, data storage, privacy, victims, access, disclosure, training, etc.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

 Initial

Revised August 2015



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

- a. OMB Circular A-128. Audits of State and Local Governments.
- b. OMB Circular A-110. Attachment F. Subparagraph 2h.
- c. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: _____ State (July - June)
(Check One) ☒ Federal (October - September)
_____ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least \$500,000. Please check below if you are required to have a Single Audit

Single Audit Required: ____ Yes ☒ No **BUT ONE IS DONE ANNUALLY + IS ON FILE**

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor subawards under this grant award in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. Each successful subgrantee will receive an on-site compliance monitoring visit or a desk review audit at least once during the grant period. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with

 Initial

Revised August 2015



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700

or

e-mail: oig.hotline@usdoj.gov

Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP



Mississippi Department of Public Safety Planning Office of Justice Programs (OJP) Standard Award Policy and Special Conditions

grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."



**Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
Standard Award Policy and Special Conditions**

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ☒ Required ☐ Not Required

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The CITY OF STARKVILLE (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

TASK FORCE TRAINING - The grantees agree that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional



**Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
Standard Award Policy and Special Conditions**

information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

CITY OF STARKVILLE
Agency's Name

16LBZ311
Subgrant Award Number

LYNN SPRUILL
Authorized Official (Please Print)

MAYOR
Authorized Official Title

Authorized Official (Signature)

Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEO) obligations.

The recipient will determine whether it is required to formulate an EEO in accordance with 28 CFR 42.301 *et. seq.* If the applicant is not required to formulate an EEO, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEO. If the applicant is required to develop an EEO, but is not required to submit the EEO to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEO on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEO to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

Additional information regarding a grantee's EEO requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the

basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.
6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United States or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and Administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.
8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA or by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

Financial report covering expenditures of the grant;
Internal and external audit reports and project evaluation;
Approved budget and subsequent modifications;
Contracts, leases, employment agreements, and purchase invoices;
Indirect cost allocation plans;
All invoices, billings, request for cash, and reporting worksheets;
General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
All personnel records of individuals paid with grant funds, including time sheets,
wage authorization, tax withholdings forms, employment applications and other relevant data;
Inventory records for all property purchased with grant funds showing acquisition data, cost of
property, identification number, bid information, and the use of the property; and
Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.
12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct bearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.
13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

CITY OF STARKVILLE
Name of Agency or Organization

16 LB 2311
Subgrant Number

Chief Administrative Officer

Date

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157**, within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 16LB2311

TOTAL AWARD \$4795.00
Award Amount \$ 3596.25 by JAG

Subgrant Project Title:

CAR CAMERA + MOBILE BODY WORN CAMERA

Organizational Name (Subgrantee or Funded Entity):

CITY OF STARKVILLE POLICE DEPARTMENT

Address:

101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

Telephone Number: (662) 323-4131

Subgrantee Duration:

Beginning Date: 10/1/17

Ending Date: 3/31/18

Project Director's Name, Address and Telephone Number:

TAYLOR WELLS (662) 323-4131
101 EAST LAMPKIN STREET
STARKVILLE, MS 39759

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

CHIEF R. FRANK NICHOLS
(662) 323-4131
101 EAST CAMPBELL STREET
STARKVILLE, MS 39759

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☒ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

- ☐ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
- ☒ (2) has less than 50 employees; and/or;
- ☒ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

- ☐ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

- ☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than \$500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date

LYNN SPRUILL

Typed or Printed Name

MAYOR, CITY OF STARKVILLE

Person's Organizational Title

.....

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the sub-recipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the sub-recipient have an EEOP on file for review?

☒ Yes
☐ No

If yes, on what date did the sub-recipient prepare the EEOP? 04 / 16 / 06 (MM/DD/YY)

NOT REQUIRED

Please attach a copy of the EEOP to this document.

2. Has the sub-recipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the sub-recipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

☐ Yes – submitted an EEOP Short Form
☐ Yes – submitted a certification
☒ No

If the sub-recipient prepared an EEOP Short Form, on what date did the sub-recipient prepare it?

____/____/____ (MM/DD/YY)

3. How does the sub-recipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

Comments: *WITHIN DEPARTMENT GENERAL ORDERS*

4. How does the sub-recipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

Comments: *WITHIN DEPARTMENT GENERAL ORDERS*

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the sub-recipient with the {State Administering Agency (DPSP)} or the OCR?

☒ Yes
☐ No

If yes, an explanation of these policies and procedures:

6. If the sub-recipient has 50 or more employees and receives DOJ funding of \$25,000 or more, has the sub-recipient taken the following actions:

- a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

☒ Yes
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

☒ Yes
☐ No

- c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

☒ Yes
☐ No

If sub-recipient does not have 50 or more employees and receives less than \$25,000 in DOJ funding, indicate this in the comments here.

Comments:

7. If the sub-recipient operates an education program or activity, has the sub-recipient taken the following actions:

- a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

☐ Yes
☐ No

- b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☐ Yes
☐ No

- c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☐ Yes
☐ No

If the sub-recipient does not operate an education program or activity indicate this in the comments here.

Comments:

8. Has the sub-recipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☒ Yes
☐ No

Comments:

9. What steps has the sub-recipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?

THE DEPARTMENT
EMPLOYEES BI- LINGUAL OFFICERS.

Comments, including an indication of whether the sub-recipient has developed a written policy on providing language access services to LEP person(s):

10. Does the sub-recipient conduct any training for its employees on the requirements under federal civil rights laws?

☒ Yes
☐ No

Comments:

11. If the sub-recipient conducts religious activities as part of its programs or services, does the sub-recipient do the following:

- a. Provide services to everyone regardless of religion or religious belief?

☐ Yes
☐ No

- b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes
☐ No

- c. Ensure that participation in religious activities is voluntary for beneficiaries of federally-funded programs?

☐ Yes
☐ No

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☒ Yes
☐ No

Federal Civil Rights Compliance Checklist Signature Page

CITY OF STARKVILLE
Name of Agency or Organization (Please Print)

16LBZ311
Subgrant Number

Authorized Official or Authorized Designee Signature

Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The CITY OF STARKVILLE hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of MISSISSIPPI
County of OKTIBBEHA
Signed (or attested) before me on

OF
by

(Date) (Name(s) of Individual(s))



Signature of Notarial Officer
Stamp

Title of Officer
My commission expires:

Authorized Signatory Official

ATTACHMENT F

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER**

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

LYNN SPRULL, MAYOR, CITY OF STARKVILLE

Name and Title of Authorized Representative

Signature

Date

CITY OF STARKVILLE

Name of Organization

101 EAST LAMPKIN STREET

Address of Organization

STARKVILLE, MS 39759

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 or not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit "Disclosure of Lobbying Activities", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

CITY OF STARKVILLE
Name and Address of Organization
101 EAST LAMPKIN ST
STARKVILLE MS 39759

Name of Authorized Individual
Signature and Date

16LB 2311
Subgrant Number

ATTACHMENT H

**Office of Justice Programs
Division of Public Safety Planning**

Match Certification Form

Name of Organization or Unit of Government: CITY OF STARKVILLE

Program for which Match is being certified under: JAG

Grant Award # 16LB2311

The CITY OF STARKVILLE, hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount
1. <u>25% MATCH FROM CITY FUNDS</u>	\$ <u>1,198.75</u>
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

Date Signature

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Body-Worn Camera (BWC) Policy Certification

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Body-Worn Camera (BWC) purchases" in the program announcement for the grant program identified above. I certify that our agency has developed or reviewed and updated our agency BWC policy. BWC Policy and practices at minimum must reinforce appropriate agency Use of Force policies and training and address technology usage, evidence acquisition, data storage and retention, as well as privacy issues, accountability and discipline.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Programs (OJP) grants, including certifications provided in connection with such grants, are subject to review by the OJP and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the OJP).

Fiscal Year of JAG Award: 2017



Signature of Certifying Official

TAYLOR WELLS

Printed Name of Certifying Official

CORPORAL

Title of Certifying Official

CITY OF STARBUCKLE POLICE DEPARTMENT

Full Name of Applicant Entity

9/12/17

Date

JAG AWARD PACKET RETURN CHECKLIST

Please check the list below against the items you are returning to ensure that all pertinent information is enclosed. **Do not return Attachment E. It is intended as an example of what complaint policies and forms should look like.**

- ☐ If your agency has body armor on the Cost Summary Support Sheet, you must complete and return a Body Armor Mandatory Wear Policy Certification (included in your packet.)
- ☒ If your agency has body worn cameras on the Cost Summary Support Sheet, you must complete and return a Body Camera Mandatory Wear Policy Certification (included in your packet.)
- ☒ One Signature Sheet signed in blue ink.
- ☒ Budget Summary Sheet (initialed)
- ☒ Cost Summary Sheet (initialed)
- ☒ OJP JAG Statement of Special Conditions
- ☒ OJP Sub-grant Standard Assurances (Attachment A)
- ☒ Certification of Equal Employment Opportunity (Attachment B)
- ☒ Federal Civil Rights Compliance Checklist (Attachment C-1)
- ☒ Civil Rights Training Certification Form (Attachment C-2)
- ☒ Certification Regarding Debarment (Attachment F)
- ☒ Certification Regarding Lobbying (Attachment G)
- ☒ Match Certification (Attachment H)
- ☒ Document Return Checklist

All of the above award documents (**signed in blue ink**) are enclosed and returned by:

Cpl TAYLOR WELLS

Sub-grant Contact Person

9/12/17

Date



9705 Loiret Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Quote	QUO-21419-J1B1N3
Date	9/13/2017
Page	1

Customer:

Starkville Police Department
 Taylor Wells
 110 W. Main
 Starkville, MS 39759

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
STAMS0	DA	FEDERAL EXPRESS	Net 30	Paige Williams	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
1	001-00228-00	FirstVu HD DVR w/ Stnd Battery Kit	\$595.00	\$45.00	\$45.00	\$550.00
1	001-0950-00	VuLink, Standard Kit	\$495.00	\$45.00	\$45.00	\$450.00
1	K001-00081-00	DVM-800 Complete Kit, V2	\$3995.00	\$200.00	\$200.00	\$3,795.00

Notes:

Bundle Discount

Total Discount	\$290.00
Subtotal	\$4,795.00
Misc	
Tax	\$0.00
Freight	\$45.00
Total	\$4,840.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "**you**".



Quote	QUO-21419-J1B1N3
Date	9/13/2017
Page	2

1. Exclusion of Other Terms; Entire Agreement. Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, the limited warranty accompanying the Goods, these Terms, and any special conditions agreed to in writing and signed by you and Digital Ally are incorporated and collectively referred to herein as the "Order", which supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us. In the event of a conflict between these Terms and the terms of any special conditions agreed to in writing and signed by you and Digital ("Additional Agreement(s)"), the terms of those Additional Agreements shall take precedence over these Terms but only with respect to the product or specific purchase to which such Additional Agreement applies, except as otherwise provided in such Additional Agreement. If your purchase includes a license or licenses to permit you to use Digital Ally software, the terms of the software license(s) provided to you by Digital Ally shall apply to such software.

2. Payment. Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then permitted by law, whichever is less.

3. Unpaid Charges. You will be responsible for all costs Digital Ally incurs in connection with the collection of unpaid amounts, including court costs, reasonable attorneys' fees, collection agency fees and any other associated costs.

4. Security Interest. You hereby grant Digital Ally a security interest in the Goods to secure your payment obligation to Digital Ally under this sale, pursuant to these Terms. You hereby authorize Digital Ally to file such UCC financing statements in such jurisdictions as Digital Ally deems appropriate to perfect the security interest granted hereby.

5. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

6. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's facility in Lenexa, Kansas.

7. Force Majeure. DIGITAL ALLY WILL NOT BE LIABLE TO YOU FOR ANY LOSS, DAMAGE, DELAY, OR FAILURE OF DELIVERY RESULTING FROM CAUSES THAT ARE BEYOND DIGITAL ALLY'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, THOSE DELAYS ARISING FROM EQUIPMENT MANUFACTURE AND SHIPPING (EACH, A "FORCE MAJEURE"). DIGITAL ALLY WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES FROM ANY FORCE MAJEURE DELAY WHATSOEVER.

8. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the Goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

9. Acceptance; Claims for Shortage or Non-Conformity. Delivered Goods will be deemed accepted upon the earlier of your formal acceptance of the Goods or the expiration of 30 days from delivery of the Goods ("Acceptance of the Goods"). If you discover upon initial inspection of the Goods that (a) some or all of the Goods are defective or (b) that the goods delivered do not conform to your Order, you must promptly notify Digital Ally of your rejection of the goods within 30 days from the delivery date, after which Digital Ally shall have a reasonable opportunity to cure any non-conformance with the Order. Digital Ally is not responsible for Goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other

reasonable assistance requested to assist you in filing a claim for deliver damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless written notice is given to Digital Ally within 10 days from date of receipt of the Goods.

10. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the use, purchase and distribution of the Goods purchased under these Terms. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Goods within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or reexportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Goods purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

11. Changes to the Terms. The Terms in effect at the time you place your Order for the goods sold hereunder will apply to such Order and goods. Digital Ally reserves the right to make changes to these Terms from time to time, and any such changes will take effect immediately, except that changes with respect to your rights and obligations relating to payments, shipments, cancelled orders and/or returns, warranty, and limitations on remedies will only apply to future orders.

12. Authority. You warrant and represent to Digital Ally that you have all authority and capacity necessary to enter into this agreement and agree to these Terms. If you are entering into this agreement on behalf of a company, a government entity, or other legal entity, you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

13. Administrator. You agree to appoint a primary administrator ("Primary Administrator") with the technical knowledge necessary to install and perform routine maintenance on the Goods, to make firmware updates and fixes, and to perform component upgrades for and basic troubleshooting on the Goods.

14. Trade-ins. (a) Traded Equipment. If, as part of your Order, Digital Ally agrees in writing to accept a trade-in from you ("Trade-In") and offers you a discount on a new Order for an equipment trade-in ("Trade-In Program"), or if Digital Ally otherwise accepts a Trade-In from you at any other time or upgrades or replaces any products or equipment ("Trade-In Offer"), the Trade-In Program or Trade-In Offer is subject to the following additional rules. You expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the products and equipment being traded ("Traded Equipment"); (ii) you will follow all Digital Ally and carrier shipping rules in returning the Traded Equipment to Digital Ally; (iii) the trade-in transaction is final and that by your accepting the Trade-In Program or Trade-In Offer, ownership of Traded Equipment is transferred irrevocably to Digital Ally immediately, the Traded Equipment will not be returned to you under any circumstances, and you are irrevocably transferring the Traded Equipment to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell,

lease, or dispose of the Traded Equipment in Digital Ally's sole discretion; and (v) if the Traded Equipment is not returned to Digital Ally so as to be received by Digital Ally within thirty (30) days of the date of delivery of the new equipment you have received from Digital Ally as a replacement for the Traded Equipment, you will lose your discount pursuant to the Trade-In Program, and, whether pursuant to the TradeIn Program or Trade-In Offer, you will not receive any credit, refund, or value for the Traded Equipment. When returning the Traded Equipment, you must return all parts and accessories comprising of the Traded Equipment, exclusive of wiring, or you will not receive full credit for the Traded Equipment, which will be reduced pro-rata in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.

15. Advance Exchange Program. (a) Replaced Goods. If your Order includes participation in Digital Ally's Advance Exchange Program, offered in conjunction with Digital Ally's Limited Warranty, Digital Ally will send you the replacement for Goods replaced pursuant to the terms of the applicable Digital Ally Limited Warranty in advance of receiving the Goods Digital Ally has agreed in writing to replace for you ("Replaced Goods"). In such case, you expressly understand, accept and agree that: (i) you are solely responsible for both the removal and preservation of the data previously stored on, or gathered in connection with, the Replaced Goods; (ii) you will follow all Digital Ally and carrier shipping rules in returning the Replaced Goods to Digital Ally; (iii) the return of Goods is final and that by participating in the Advance Exchange Program, ownership of the Replaced Goods is transferred irrevocably to Digital Ally immediately, the Replaced Goods will not be returned to you under any circumstances, and you are irrevocably transferring the Replaced Goods to Digital Ally with no possibility of return; (iv) you are giving Digital Ally permission to destroy, utilize, re-sell, lease, or dispose of the Replaced Goods in Digital Ally's sole; and (v) you will ship the Replaced Goods back to Digital Ally within thirty (30) days of your receiving your replacement. If you fail to return the Replaced Goods to Digital Ally within such thirty (30) day period, Digital Ally may, in its sole discretion, immediately suspend your participation in the Advance Exchange Program for such breach, until you either: (i) return the Replaced Goods to Digital Ally; or (ii) pay to Digital Ally the original purchase price of the Replaced Goods. If you fail to return the Replaced Goods to Digital Ally for a period exceeding ninety (90) days, Digital Ally may, in its sole discretion, immediately terminate your participation in the Advance Exchange Program, with no further opportunity to cure the breach, and you will be immediately responsible for paying to Digital Ally an amount equal to the original purchase price of the Replaced Goods. When returning the Replaced Goods, you must return all parts and accessories comprising of the Replaced Goods, exclusive of wiring, or you will be responsible for payment of that part of the Replaced Goods not returned, which will be charged on a pro-rata basis in accordance with the value that Digital Ally in its discretion assigns to the parts and accessories not returned.

16. General. Captions have been inserted solely for convenient reference and shall not limit or affect the scope or interpretation of any provision hereof. No provision of these Terms shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification be in writing signed by the party against whom enforcement of such waiver, amendment or modification is sought. A signature provided by facsimile or other electronic transmission shall constitute a valid signature for purposes of agreeing to these Terms. If any provision of these Terms are held to be illegal or unenforceable to any extent, the legality and enforceability of the remainder of these Terms shall not be affected thereby, shall remain in full force and effect, and shall be enforced to the greatest extent permitted by law.

11. CONSIDERATION OF AUTHORIZATION TO PURCHASE 16 6-CUBIC YARD AND 16 8-CUBIC YARD DUMPSTERS FROM WASTEQUIP SOURCE OF SUPPLY QUOTE AT A TOTAL OF \$27,606.00 TO INCLUDE PAW PRINT ON PAINTED MAROON.

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval to purchase 16 – 6 cubic yard containers/dumpsters and 16 – 8 cubic yard containers/dumpsters from the Source of Supply Bidder, Wastequip, in the amount of \$27,606” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO ENTER INTO AN AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF HUMAN SERVICES DIVISION OF COMMUNITY SERVICE TO CONTINUE PARTICIPATION IN THE LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP.)

Upon the motion of Alderman Little, duly seconded by Alderman Carver, and adopted by the Board to approve the September 19, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to enter into an agreement with the Mississippi Department of Human Services Division of Community Service to continue participation in the Low-Income Home Energy Assistance Program (LIHEAP) with vendor Prairie Opportunity” is enumerated, this consent item is thereby approved.

Mississippi Department of Human Services
Division of Community Services (DCS)

Vendor Agreement

The Low-Income Home Energy Assistance Program (LIHEAP) provides assistance to eligible low-income households to pay home energy cost and other energy related services. Payments for assistance will be made by Prairie Opportunity, Inc. on behalf of eligible households

LIHEAP Agency

to the vendor who provide the primary source of heating, cooling or services named by the applicant. Checks will be issued to the vendor with a list of eligible households attached to it.

This vendor agreement is by and between:

LIHEAP Agency:	Address:
Prairie Opportunity, Inc.	Post Office Box 1526, Starkville, MS 39760
LIHEAP Vendor Legal Name:	Address:
Utilities Starkville Electric Department	Post Office Box 927, Starkville, MS 39759

By signing this agreement and accepting payments on behalf of eligible households, the energy vendor assures:

- The account number is assigned to each household eligible for energy assistance;
- That eligible households will be charged in a normal business process, the difference between the actual cost of home energy services and the amount of payment made through the program;
- That eligible households will not be treated adversely or differently because of such assistance;
- That there will be no discrimination either in the cost of goods supplied or services provided, against the households on whose behalf payments are made;
- That the amount paid by LIHEAP agency will be credited to individual eligible household indicated on the listing that accompanies the check or ACH deposit;
- To not refuse service or otherwise discriminate in the marketing and provision of service to any applicant because of race, religion, color, national origin, gender, familial status, source of income, level of income, disability, financial status or qualification for low-income or energy-efficiency services;
- To not interrupt services if a pledge was sent to Vendor and the agency is meeting the obligations under this agreement;
- That it will cooperate with DCS by providing requested information to DCS regarding annual utility usage and cost for LIHEAP clients, if applicable; and
- To provide at no cost to the LIHEAP Agency, client, or DCS, written information on an applicant household's home energy costs, bill payment history or arrearage history.

The energy vendor agrees to handle payments in the following manner:

- Payments must be applied **ONLY to home energy accounts** of the individuals listed, except if: (a) the account is in the name of the spouse who lives at the same address; (b) the account is in the name of a deceased spouse; or (c) verification is obtained from vendor or landlord stating that applicant is responsible for affected utility bill.
- Payments must not be applied to business accounts.
- Payment must be applied **only** for home energy services. The following payments are prohibited: water, sewer, garbage collections, fraudulent services, meter tampering and returned check fees.
- If, after a payment is credited to the recipient's account, and a credit balance results, this must be noted in the energy vendor's record and shown on the recipient's next bill. **CASH REFUNDS ARE STRICTLY PROHIBITED.**

Revised: 7/18/14

- If a recipient having a credit balance as a result of LIHEAP benefit shown on the energy vendor's book should die (without spouse) or move out of the State of Mississippi, any amount exceeding the balance owed your company must be refunded to Prairie Opportunity, Inc.

LIHEAP Agency

Refunds must be identified with the year credit occurred, name, address, and account number of the recipient.

- If a recipient having a credit balance as a result of LIHEAP benefit moves to a different region of the state and with current vendor, the credit balance may be transferred, provided the recipient notifies the vendor of the name and new account number. In the event that no request was made by the recipient within a reasonable time frame, the credit balance must be refunded to Prairie Opportunity, Inc.

LIHEAP Agency

- Refund any interest resulting from unused LIHEAP payment made on behalf of the client, when a client no longer needs service due to relocation, death, etc.
- All recipient accounts should be credited immediately, but no later than ten (10) days after receipt of check from Prairie Opportunity, Inc.. It is important that all branch offices are

LIHEAP Agency

contacted to ensure that recipients' accounts are credited in a timely manner.

- The energy vendor agrees to provide at least one contact person to Prairie Opportunity, Inc. who will ensure that all accounts are credited and

LIHEAP Agency

answer questions concerning utility shut off and direct vendor payments.

By signing this agreement and pledging payments of eligible households, the LIHEAP agency assures:

- To not provide pledges on behalf of recipients without having adequate funds to pay such pledge;
- Pledges will be made only on approved applications in Virtual ROMA.
- Payment will occur within twenty (20) business days after application has been approved.
- Provide Vendor with a list of names, telephone numbers and email addresses of Agency staff designated to approve pledges on behalf of the Agency and LIHEAP recipients.

The State of Mississippi may terminate this agreement by written notice for failure of either party to comply with the provisions stated herein or when it is deemed to be in the best interest of the State, client, or to comply with the LIHEAP statute.

Laura A Marshall
Signature of LIHEAP Agency Officer

Signature of Energy Vendor Officer

Laura A. Marshall, Executive Director
Printed Name & Title

Printed Name & Title

8/22/17
Date

Date

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill welcomed the large crowd present and thanked everyone for their interest in local government. She then recognized the Student Association members present and photos were shown from Bulldog Bash. The change in location to Main Street was a positive move with the crowd perhaps being the largest ever. The Mayor thanked the group for their hard work, planning and professionalism.

Mayor Spruill then introduced the following new employees:

Vittoria Arnold, Animal Control Officer

Blake Daniels, Firefighter

Stephen Coleman, Maintenance Worker – Sanitation

Nick Fiorentino, Warehouse Manager – Starkville Utilities

Leanne McGarr, Deputy City Clerk – Accounts Payable

Pavion Norwood, Maintenance Worker – Sanitation

Jacqueline Posley, Community Development Department

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked everyone that works for the City and asked that everyone remember his mother on her 88th birthday. He also asked that someone call Ms. Minnie Rodgers, 307 ½ West Main Street, and that the City look at the overgrown lot near her property and see what can be done to clean it.

The following spoke on behalf of Dr. Prince and recommended her appointment:

Sabrina Campbell, Kay Brocato, Chuck Weir, Venora Hogan, Felicia Ashford, Linda Coats, Dr. Nancy Miller, Linda Pharnillies, Hannah Owens, Eva Marie White, Eddie Myles, Angela Walton, Kasia Gallo, Ilene Carr-Tabb, Evelyn Hill, Darryl Bishop and Chris Taylor.

BOARD BUSINESS

13. A MOTION TO ADOPT A RESOLUTION ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2017, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS (\$7,000,000).

Alderman Little offered a motion, duly seconded by Alderman Walker, to adopt a Resolution acknowledging and approving the sale and award of the General Obligation Development Bonds, Series 2017, of the City of Starkville, Mississippi, in the maximum principal amount of seven million dollars (\$7,000,000).

The Board voted as follows:

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

RESOLUTION ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2017, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS (\$7,000,000).

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

Definitions. In addition to any words and terms elsewhere defined herein, the following words and terms will have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean, together, Sections 21-33-301 through 21-33-329, Mississippi Code of 1972, as amended (the "Infrastructure Act"), and Sections 57-64-1 through 57-64-27, Mississippi Code of 1972, as amended (the "Regional Economic Development Act" or "REDA").

"Clerk" shall mean the City Clerk of the Municipality.

"Bonds" shall mean the General Obligation Development Bonds, Series 2017, authorized in the Bond Resolution.

"Bond Resolution" shall mean the resolution adopted by the Governing Body on July 27, 2017, authorizing and directing the issuance of the Bonds.

"Notice of Bond Sale" shall mean the Notice of Bond Sale to advertise the acceptance of bids by the Municipality for the Bonds, published by the Municipality on September 5, 2017, and September 12, 2017.

"Purchaser" shall mean Raymond James, Memphis, TN, the successful bidder for the Bonds.

All capitalized terms not otherwise defined herein will have the meaning set forth in the Bonds Resolution.

Pursuant to the Act, the Governing Body on July 27, 2017, did adopt the Bond Resolution directing that the Bonds of the Municipality in the principal amount of Seven Million Dollars (\$7,000,000) be offered for sale on sealed bids to be received until the hour of 4:00 p.m. on September 19, 2017.

As directed by the aforesaid resolution and as required by the Act, the Notice of Bond Sale was duly published in the *Starkville Daily News*, a newspaper published in the Municipality, and having a general circulation in the Municipality, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper at least two (2) times over ten (10) days, said publication having been made in said newspaper on September 5, 2017, and September 12, 2017, the first publication thereof made at least ten (10) days preceding the date fixed for the receipt of bids, September 19, 2017, all as shown by the proof of publication of said notice attached hereto as **Attachment A**.

The Clerk, acting on behalf of the Governing Body, did appear at the City Hall of the Municipality located at 110 West Main Street, Starkville, Mississippi, in the Municipality, at 4:00 p.m. on September 19, 2017, to receive the bids.

At said time and place on September 19, 2017, Seven (7) bids for the Bonds (attached hereto as **Attachment B**) were received by the Clerk for consideration by the Governing Body and were opened and examined for consideration by the Governing Body.

The Governing Body now finds and determines that the highest and best bid made for the Bonds on the basis of the lowest net interest cost over the life of the issue was made by Raymond James, Memphis, TN, (the "Purchaser").

The Governing Body now finds that said bids were accompanied by a cashier's check, certified check, or exchange, payable to the Governing Body in the amount of One Hundred Forty Thousand Dollars (\$140,000), and issued or certified by a bank located in the State of Mississippi, as a guaranty that said bidder would carry out its contract and purchase the Bonds of the Municipality if its bid be accepted.

After consideration by the Governing Body and award of the Bonds, the Governing Body finds and determines that the Clerk should endorse upon a copy or duplicate of the highest and best offer a suitable notation as evidence of the acceptance thereof, for and on behalf of the Municipality.

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

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

Award of Bonds. The award and sale of the Bonds to the Purchaser in accordance with the offer submitted to the Municipality and attached hereto as **Attachment C** is hereby acknowledged, confirmed, and approved.

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

Bonds Details. The Bonds shall be registered as to both principal and interest; shall be dated and bear interest from October 1, 2017; shall be issued in the denomination of Seven Million Dollars (\$7,000,000); shall mature annually on October 1 of each year and in the principal amount hereinafter set forth; and, shall bear interest, paid annually on October 1 of each year until the Bonds is paid in full, with option of prior payment, in the years and in the principal amounts as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>INTEREST RATE</u>
2018	\$350,000	4.00
2019	\$350,000	4.00
2020	\$350,000	4.00
2021	\$350,000	3.75
2022	\$350,000	3.25
2023	\$350,000	3.00
2024	\$350,000	3.00
2025	\$350,000	3.00
2026	\$350,000	3.00
2027	\$350,000	3.00
2028	\$350,000	3.00
2029	\$350,000	3.125
2030	\$350,000	3.125
2031	\$350,000	3.25
2032	\$350,000	3.25
2033	\$350,000	3.25
2034	\$350,000	3.375

2035	\$350,000	3.375
2036	\$350,000	3.375
2037	\$350,000	3.375

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

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

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

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

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

Alderman Ben Carver	voted: <u>aye</u>
Alderman David Little	voted: <u>aye</u>
Alderman Patrick Miller	voted: <u>aye</u>
Alderman Roy A'. Perkins	voted: <u>nay</u>
Alderwoman Sandra C. Sistrunk	voted: <u>aye</u>
Alderman Henry N. Vaughn, Sr.	voted: <u>aye</u>
Alderman Jason Walker	voted: <u>aye</u>

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 19th day of September, 2017.

Attachment A: Proof of Publication of Notice of Bond Sale:

PROOF OF PUBLICATION
Starkville Daily News
September 5, 2017, and September 12, 2017

Attachment B: Seven Bid documents received (originals located in safe in City Hall vault)

The State of Mississippi
OKTIBBEHA COUNTY

AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Starkville Daily News, a newspaper published in the City of Starkville, of said county and state, who being duly sworn deposes and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for 2 weeks consecutively, to wit:

Dated September 5, 2017

Dated September 12, 2017

Dated _____, 20____

Dated _____, 20____

Dated _____, 20____

Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed, and that the publication thereof has been correctly made.

WITNESS MY HAND AND SEAL OF OFFICE, this 18th

day of Sept, A.D. 2017

By [Signature]

Notary Public



SEAL

STARKVILLE DAILY NEWS

By [Signature]
Publisher or Clerk

Publication Fee	\$ <u>6.86</u> <u>14</u>
Proof(s) Of Publication	\$ <u>3.00</u>
Total Charges	\$ <u>9.86</u> <u>14</u>

AFFIDAVIT# 36510

NOTICE OF BOND SALE
\$7,000,000
GENERAL OBLIGATION TAX-
ABLE DEVELOPMENT BONDS,
SERIES 2017
OF THE
CITY OF STARKVILLE, MISSIS-
SIPPI

NOTICE IS HEREBY GIVEN that the Mayor and Board of Aldermen of the City of Starkville, Mississippi (the "Governing Body" of the "Municipality") will receive sealed bids in its regular meeting place in the City Hall of the Municipality until the hour of 4:00 o'clock P.M. on September 19, 2017, at which time said bids will be publicly opened and read for the purchase in its entirety, at not less than par and accrued interest to the date of delivery thereof, of an issue of Seven Million Dollars (\$7,000,000) General Obligation Taxable Development Bonds, Series 2017, of the Municipality (the "Bonds"). The City Clerk of the Municipality will act on behalf of the Governing Body to receive bids at the aforesaid date, time, and place.

THE BONDS: The Bonds will be dated and bear interest from October 1, 2017; will be delivered in definitive form as registered bonds; will be in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; will be numbered from one upward in the order of issuance; will be payable as to principal at a bank or trust company to be named by the Governing Body in the manner hereinafter provided; and will bear interest from the date thereof,

payable on October 1, 2018, and
semiannually thereafter on April 1
and October 1 of each year, at the
rate or rates offered by the successful
bidder in its bid in accordance
with this Notice of Bond
Sale.

MATURITIES: The Bonds will mature
serially, with option of prior
payment, on October 1 in each of
the years and amounts as follows:

YEAR AMOUNT

2018	\$350,000
2019	\$350,000
2020	\$350,000
2021	\$350,000
2022	\$350,000
2023	\$350,000
2024	\$350,000
2025	\$350,000
2026	\$350,000
2027	\$350,000
2028	\$350,000
2029	\$350,000
2030	\$350,000
2031	\$350,000
2032	\$350,000
2033	\$350,000
2034	\$350,000
2035	\$350,000
2036	\$350,000
2037	\$350,000

REDEMPTION: Bonds maturing
after October 1, 2027, are subject
to redemption prior to their respective
maturities at the option of
the Governing Body of the Municipality
on and after October 1,
2027, either in whole or in part on
any date, with the maturities and
principal amounts thereof to be
determined by the Municipality, at
the principal amount thereof together
with accrued interest to the
date fixed for redemption.
Bonds are subject to extraordinary

optional redemption prior to their respective maturities at the option of the Governing Body of the Municipality, from excess funds remaining in the Improvement Fund of the Municipality, either in whole or in part on any date for which the requisite notice of redemption can be given, within one hundred eighty (180) days of a final, nonappealable decision of a governmental authority or of a court of competent jurisdiction that prevents funds remaining in the Improvement Fund from being spent for Project Costs, with the maturities and principal amounts thereof to be determined by the Municipality, at the principal amount thereof together with accrued interest to the date fixed for redemption. Any funds remaining in the Improvement Fund after an extraordinary optional redemption shall be transferred to the Bond Fund and used to pay debt service on the Bonds. Improvement Fund, Project Costs, and Bond Fund are defined in the Bond Resolution (as defined hereinbelow).

Notice of each such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as it shall deem fair and appropriate. The Paying

Agent may provide for the selection of portions of the principal of the Bonds (in integral multiples of \$5,000), and for all purposes of the Bond Resolution (as hereinafter defined), all provisions pertaining to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

AUTHORITY AND SECURITY:

The Bonds will be issued pursuant to the provisions of Sections 21-33-301 through 21-33-329, and Sections 57-64-1 through 57-64-27, Mississippi Code of 1972, as amended (together, the "Act") and the resolution authorizing and directing the issuance and sale of the Bonds dated July 27, 2017 (the "Bond Resolution"), and shall be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the Municipality. To the extent other moneys are not available, the Municipality will levy annually a direct and continuing tax upon all taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be adequate and sufficient to provide for the payment of the principal of and the interest on the Bonds as the same falls due.

PURPOSE: The Bonds are being issued to provide funds for the

purpose of paying the costs of developing a new industrial park to be located near the intersection of Highways 82 and 389 in the Municipality, together with any economic development project to be located in such industrial park (the "Industrial Park Project"), which Industrial Park Project was recommended by the Golden Triangle Development LINK, including the costs of: (a) erecting or purchasing waterworks, gas, electric and other public utility plants or distribution systems or franchises, and repairing, improving and extending the same; (b) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; (c) protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; (d) constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor; (e) purchasing land for cemeteries and improving, equipping and adorning the same; (f) constructing bridges and culverts; (g) altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; (h) purchasing fire-fighting equipment and apparatus, and providing housing for same, and purchasing land therefor; (i) mitigation of any environmental or cultural conditions necessary or proper to accomplish any of the foregoing; (j) pursuant to Sections 57-64-1 through 57-64-27, Mississippi Code of 1972, as amended (the "Regional Economic Development

Act” or “REDA”), the following purposes authorized by the REDA for the Industrial Park Project: (i) acquiring land and/or acquiring or constructing buildings, fixtures, machinery, equipment, infrastructure, utilities, port or airport facilities, roads, rail lines and rail spurs, and other related projects that have or will provide a multi-jurisdictional benefit, including all site preparation, mitigation of environmental or cultural conditions and other start-up activities; (ii) construction; (iii) acquisition of fixtures and of real and personal property required for the purposes of the Industrial Park Project and facilities related thereto, whether publicly or privately owned, including land and any rights or undivided interests therein; (iv) acquisition of machinery and equipment, including motor vehicles which are used for Industrial Park Project functions; (v) closure, post-closure maintenance or correction action on environmental matters; (vi) financing charges and interest prior to and during construction and during such additional period as the alliance may reasonably determine to be necessary for the placing of the Industrial Park Project in operation; (vii) engineering, surveying, environmental geotechnical, architectural and legal services; (viii) plans and specifications and all expenses necessary or incident to determining the feasibility or practicability of the Industrial Park Project; (ix) administrative expenses; (x) a renewal and replacement reserve, bond insurance, and/or other credit enhancement,

and such other reserves as may be authorized; (xi) construction or contracting for the construction of streets, roads, water, sewerage, drainage and other related facilities; (xii) borrowing for the Industrial Park Project; and (xiii) any other property or services related to (i) through (xii) above; and (k) the issuance of the Bonds.

FORM OF BIDS: Bids should be addressed to the Mayor and Board of Aldermen and should be plainly marked "Bid for General Obligation Taxable Development Bonds, Series 2017, of the City of Starkville, Mississippi," and should be filed with the City Clerk of the Municipality on or prior to the date and hour hereinabove named. All bids should be submitted substantially in the form of the official bid form prepared by the Municipality.

INTEREST RATE AND BID RESTRICTIONS: The Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum, nor shall the interest rate for any one maturity exceed eleven percent (11%) per annum. No Bond shall bear more than one (1) rate of interest; each Bond shall bear interest from its date to its stated maturity date at the interest rate specified in the bid; all Bonds of the same maturity shall bear the same rate of interest from date to maturity; and the lowest interest rate specified shall not be less than seventy percent (70%) of the highest interest rate specified. Each interest rate specified in any bid must be a multiple of oneeighth of one percent (1/8th of

1%) or one-tenth of one percent (1/10th of 1%) and a zero percent (0%) rate of interest cannot be named.

GOOD FAITH DEPOSIT: Each bid must be accompanied by a cashier's check, certified check, or exchange, issued or certified by a bank located in the State of Mississippi, payable to the Mayor and Board of Aldermen of the City of Starkville, Mississippi, in the amount of One Hundred Forty Thousand Dollars (\$140,000) as a guaranty that the bidder will carry out its contract and purchase the Bonds if its bid be accepted. All checks of unsuccessful bidders will be returned immediately on award of the Bonds. If the successful bidder fails to purchase the Bonds pursuant to its bid and contract, then the amount of such good faith check shall be retained by the Municipality as liquidated damages for such failure. No interest will be allowed on the amount of the good faith deposit.

DTC BOOK-ENTRY-ONLY: The Bonds are being initially offered as registered in the name of Cede & Co., as Registered Owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by Book-Entry-Only. As long as Cede & Co. is the Registered Owner of the Bonds as nominee of DTC, payments of principal and interest will

be made directly to such Registered Owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

AWARD OF BONDS: The award, if any, will be made to the bidder complying with the terms of sale and offering to purchase the Bonds at the lowest net interest cost to the Municipality, which shall be determined by computing the aggregate interest on the Bonds over the life of the issue at the rate or rates of interest specified by the bidder, less premium offered, if any. It is requested that each bid be accompanied by a statement of the net interest cost (computed to six (6) decimal places), but such statement will not be considered a part of the bid. All bids shall remain firm for six (6) hours after the time specified for the opening of bids, and an award of the Bonds, or rejection of bids, will be made by the Governing Body within said period of time.

RIGHT OF REJECTION, CANCELLATION: The Governing Body reserves the right to reject any or all bids submitted, as well as to waive any irregularity or informality in any bid. The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Bonds if the Bonds are not tendered for delivery within sixty (60) days from the date of sale thereof, and in such event the Governing Body shall return to said bidder its good faith deposit. The Governing Body shall have the right, at its option, to cancel its agreement to sell the Bonds if,

within five (5) days after the tender of the Bonds for delivery, the successful bidder shall not have accepted delivery of and paid for the Bonds, and in such event the Governing Body shall retain the successful bidder's good faith deposit as liquidated damages as hereinabove provided.

PAYING AGENT, TRANSFER AGENT, AND REGISTRAR: The successful bidder may designate a bank or trust company located within the State of Mississippi to serve as paying agent (the "Paying Agent") for the Bonds within forty-eight (48) hours of the date of sale of the Bonds, subject to the approval of the Governing Body. The Governing Body's approval of the Paying Agent shall be contingent on a determination as to the willingness and ability of the Paying Agent to perform the duties of registrar and transfer agent and on the satisfactory negotiation of service fees. The Paying Agent shall be subject to change by order of the Governing Body under the conditions and in the manner provided in the Bond Resolution. Both principal of and interest on the Bonds will be payable by check or draft mailed to registered owners of the Bonds as of the fifteenth (15th) day of the month preceding the maturity date for such principal or interest payment at the addresses appearing in the registration records of the Municipality maintained by the Paying Agent. The Bonds will be transferable only upon the books of the Paying Agent, and payment of principal at maturity shall

be conditioned on the proper presentation and surrender of the Bonds to the Paying Agent.

DELIVERY: The successful bidder must designate within thirty (30) days of the date of sale, or at such other later date as may be designated by the Governing Body, the names and addresses of the registered owners of the Bonds and the denominations in which the Bonds of each maturity are to be issued. If the successful bidder fails to submit such information within the required time, one Bond may be issued for each maturity in the full amount maturing on that date registered in the name of the successful bidder. The Bonds will be delivered at a place to be designated by the purchaser and without cost to the purchaser, and payment therefor shall be made in immediately available funds.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the Bonds unless specifically declined by the purchaser, but neither the failure to print such number on any bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the Bonds in accordance with the terms of the purchase contract. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid by the Municipality. The charge for the assignment of said CUSIP numbers shall be the responsibility of and shall be paid for by the purchaser.

LEGAL OPINION; CLOSING

DOCUMENTS: The Bonds are offered subject to the unqualified approval of the legality thereof by Jones Walker LLP, Jackson, Mississippi, Bond Counsel. In the opinion of Jones Walker LLP, Jackson, Mississippi, interest on the Bonds is excludable from gross income for purposes of computing income taxes imposed by the State of Mississippi, under existing laws, regulations, rulings, and judicial decisions with such exceptions as shall be described in the Official Statement for the Bonds. A copy of the opinion of Bond Counsel, together with the usual closing papers, including a non-litigation certificate dated the date of delivery of the Bonds, evidencing that no litigation is pending in any way affecting the legality of the Bonds or the taxes to be levied for the payment of the principal thereof and interest thereon, and a transcript of the proceedings relating to the Bonds will be delivered to the successful bidder without charge. The Municipality will pay for all legal fees and will pay for the printing and validation of the Bonds.

INFORMATION FROM PURCHASER: By submission of its bid, the successful bidder will be deemed to have agreed to supply to the Municipality all necessary pricing information and any purchaser identification determined by the Municipality to be necessary for the Official Statement or otherwise, within 24 hours after the award of the Bonds.

FURTHER INFORMATION: The Municipality has prepared a Preliminary Official Statement which it

deems, for purposes of S.E.C. Rule 15c2-12, to be final and complete as of this date except for the omission of the offering prices, interest rates, and any other terms of the Bonds depending on such matters, and the identity of the purchasers, subject to revision, amendment, and completion in a final Official Statement. By submission of its bid, the successful bidder will be deemed to have certified that it has obtained and reviewed the Preliminary Official Statement. Upon the award of the Bonds, the Municipality will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions, and revisions as required to complete the Preliminary Official Statement. A copy of the Preliminary Official Statement and the official bid form may be obtained from Brad Davis at Jones Walker LLP, Jackson, Mississippi, Bond Counsel (601-949-4623; bdavis@joneswalker.com).

CONTINUING DISCLOSURE: In order to assist bidders in complying with S.E.C. Rule 15c2-12(b)(5), the Municipality will undertake, pursuant to the Bond Resolution and a Continuing Disclosure Certificate, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. Failure of the Municipality to deliver the Continuing Disclosure Certificate at the time of issuance and delivery of the Bonds shall relieve the successful

bidder from its obligation to purchase
the Bonds.

By order of the Mayor and Board
of Aldermen of the City of Starkville,
Mississippi, on July 27, 2017.

/s/ Lesa Hardin

City Clerk

Published:

September 5, 2017

September 12, 2017

\$7,000,000

GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS, SERIES 2017
STARKVILLE, MISSISSIPPI

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/12/2017	-	-	-	-	-
10/01/2018	350,000.00	4.000%	232,750.00	582,750.00	-
04/01/2019	-	-	109,375.00	109,375.00	-
09/30/2019	-	-	-	-	692,125.00
10/01/2019	350,000.00	4.000%	109,375.00	459,375.00	-
04/01/2020	-	-	102,375.00	102,375.00	-
09/30/2020	-	-	-	-	561,750.00
10/01/2020	350,000.00	4.000%	102,375.00	452,375.00	-
04/01/2021	-	-	95,375.00	95,375.00	-
09/30/2021	-	-	-	-	547,750.00
10/01/2021	350,000.00	3.750%	95,375.00	445,375.00	-
04/01/2022	-	-	88,812.50	88,812.50	-
09/30/2022	-	-	-	-	534,187.50
10/01/2022	350,000.00	3.250%	88,812.50	438,812.50	-
04/01/2023	-	-	83,125.00	83,125.00	-
09/30/2023	-	-	-	-	521,937.50
10/01/2023	350,000.00	3.000%	83,125.00	433,125.00	-
04/01/2024	-	-	77,875.00	77,875.00	-
09/30/2024	-	-	-	-	511,000.00
10/01/2024	350,000.00	3.000%	77,875.00	427,875.00	-
04/01/2025	-	-	72,625.00	72,625.00	-
09/30/2025	-	-	-	-	500,500.00
10/01/2025	350,000.00	3.000%	72,625.00	422,625.00	-
04/01/2026	-	-	67,375.00	67,375.00	-
09/30/2026	-	-	-	-	490,000.00
10/01/2026	350,000.00	3.000%	67,375.00	417,375.00	-
04/01/2027	-	-	62,125.00	62,125.00	-
09/30/2027	-	-	-	-	479,500.00
10/01/2027	350,000.00	3.000%	62,125.00	412,125.00	-
04/01/2028	-	-	56,875.00	56,875.00	-
09/30/2028	-	-	-	-	469,000.00
10/01/2028	350,000.00	3.000%	56,875.00	406,875.00	-
04/01/2029	-	-	51,625.00	51,625.00	-
09/30/2029	-	-	-	-	458,500.00
10/01/2029	350,000.00	3.125%	51,625.00	401,625.00	-
04/01/2030	-	-	46,156.25	46,156.25	-
09/30/2030	-	-	-	-	447,781.25
10/01/2030	350,000.00	3.125%	46,156.25	396,156.25	-
04/01/2031	-	-	40,687.50	40,687.50	-
09/30/2031	-	-	-	-	436,843.75
10/01/2031	350,000.00	3.250%	40,687.50	390,687.50	-
04/01/2032	-	-	35,000.00	35,000.00	-
09/30/2032	-	-	-	-	425,687.50

\$7M Starkville GO Taxable | SINGLE PURPOSE | 9/19/2017 | 4:18 PM

\$7,000,000

GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS, SERIES 2017
STARKVILLE, MISSISSIPPI

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2032	350,000.00	3.250%	35,000.00	385,000.00	-
04/01/2033	-	-	29,312.50	29,312.50	-
09/30/2033	-	-	-	-	414,312.50
10/01/2033	350,000.00	3.250%	29,312.50	379,312.50	-
04/01/2034	-	-	23,625.00	23,625.00	-
09/30/2034	-	-	-	-	402,937.50
10/01/2034	350,000.00	3.375%	23,625.00	373,625.00	-
04/01/2035	-	-	17,718.75	17,718.75	-
09/30/2035	-	-	-	-	391,343.75
10/01/2035	350,000.00	3.375%	17,718.75	367,718.75	-
04/01/2036	-	-	11,812.50	11,812.50	-
09/30/2036	-	-	-	-	379,531.25
10/01/2036	350,000.00	3.375%	11,812.50	361,812.50	-
04/01/2037	-	-	5,906.25	5,906.25	-
09/30/2037	-	-	-	-	367,718.75
10/01/2037	350,000.00	3.375%	5,906.25	355,906.25	-
09/30/2038	-	-	-	-	355,906.25
Total	\$7,000,000.00	-	\$2,388,312.50	\$9,388,312.50	-

Yield Statistics

Accrued Interest from 10/01/2017 to 10/12/2017	7,111.81
Bond Year Dollars	\$73,500.00
Average Life	10.500 Years
Average Coupon	3.2494048%
Net Interest Cost (NIC)	3.2494048%
True Interest Cost (TIC)	3.2436204%
Bond Yield for Arbitrage Purposes	3.2436204%
All Inclusive Cost (AIC)	3.2436204%

IRS Form 8038

Net Interest Cost	3.2397288%
Weighted Average Maturity	10.500 Years

\$7,000,000

GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS, SERIES 2017
STARKVILLE, MISSISSIPPI

Sources & Uses

Dated 10/01/2017 | Delivered 10/12/2017

Sources Of Funds

Par Amount of Bonds	\$7,000,000.00
Accrued Interest from 10/01/2017 to 10/12/2017	7,111.81
Total Sources	\$7,007,111.81

Uses Of Funds

Deposit to Debt Service Fund	7,111.81
Rounding Amount	7,000,000.00
Total Uses	\$7,007,111.81

14. A MOTION TO ADOPT A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE APPROVING AND AUTHORIZING THE EXECUTION OF THE FOLLOWING AGREEMENTS IN CONNECTION WITH THE DEVELOPMENT OF A NEW INDUSTRIAL PARK PROJECT: (1) AMENDED AND RESTATED REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT; (2) NATURAL GAS PIPELINE PROJECT MEMORANDUM OF UNDERSTANDING; (3) ELECTRICAL POWER SUBSTATION PROJECT MEMORANDUM OF UNDERSTANDING; (4) MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION; (5) PROFESSIONAL SERVICES AGREEMENT WITH HEADWATERS, INC.; AND (6) LETTER AGREEMENT FOR ENGINEERING SERVICES WITH NEEL-SCHAFFER, INC. ACKNOWLEDGING AND APPROVING THE SALE AND AWARD OF THE GENERAL OBLIGATION DEVELOPMENT BONDS, SERIES 2017, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION DOLLARS (\$7,000,000).

Alderman Little offered a motion, duly seconded by Alderman Carver, to adopt a Resolution of the Mayor and Board of Aldermen of the City of Starkville approving and authorizing the execution of the following agreements in connection with the development of a new Industrial Park Project: (1) Amended and Restated Regional Economic Development Act Alliance Agreement; (2) Natural Gas Pipeline Project Memorandum of Understanding; (3) Electrical Power Substation Project Memorandum of Understanding; (4) Memorandum of Understanding with the Mississippi Transportation Commission; (5) Professional Services Agreement with Headwaters, Inc.; and (6) Letter Agreement for Engineering Services with Neel-Schaffer, Inc. acknowledging and approving the sale and award of the General Obligation Development Bonds, Series 2017, of the City of Starkville, Mississippi, in the maximum principal amount of seven million dollars (\$7,000,000).

The Board voted as follows:

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

AMENDED AND RESTATED

REGIONAL ECONOMIC DEVELOPMENT ACT ALLIANCE AGREEMENT

This Amended and Restated Regional Economic Development Act Alliance Agreement (this "Agreement") is made and entered into effective as the date specified in Section 11 hereof, by and between Oktibbeha County, Mississippi, acting by and through its Board of Supervisors (the "County"), the City of Starkville, acting by and through its Mayor and Board of Aldermen (the "City") and the Oktibbeha County Economic Development Authority, acting by and through its Board of Trustees ("OCEDA") and together with the County and the City, each a "Party" and collectively, the "Parties") and amends, restates and supersedes in its entirety the Regional Economic Development Act Alliance Agreement by and between the County and the City, which was approved by the Attorney General of the State of Mississippi on October 13, 2016, and filed of record on October 25, 2016 with the Chancery Clerk of the County and the Secretary of State of the State of Mississippi (the "Prior REDA Agreement").

RECITALS:

WHEREAS, the OCEDA was authorized by, and formed by the County in accordance with, Chapter 880, Local and Private Laws of 1984 (House Bill No. 1070), as since amended (the “OCEDA Act”);

WHEREAS, the OCEDA Act describes the corporate purpose of the OCEDA as “an essential governmental function” and a “public purpose,” and provides that the members of the governing body of the OCEDA must subscribe to the oath of all public officers except judges and legislators, that such members may be compensated for travel; that public purchasing laws must be followed, and that general obligation bonds of the County may be issued to support projects of the OCEDA;

WHEREAS, given such provisions of the OCEDA Act, the OCEDA and other such economic development authorities established pursuant to Local and Private Laws containing such provisions each constitute a “political subdivision” of the State of Mississippi (the “State”) as such term is defined in such sections of the Code as Section 11-46-1(f) and Section 31-21-3, and as further contemplated by the Office of the Attorney General of the State in its opinion to Thomas D. Bourdeaux, dated May 16, 1990;

WHEREAS, effective as of July 1, 2017, the Regional Economic Development Act (the “REDA”), cited as Section 57-64-1 *et seq.*, of the Mississippi Code of 1972, as amended (the “Code”), was amended to permit other political subdivisions of the State, such as the OCEDA, to be a party to a regional economic development alliance formed in accordance with the REDA;

WHEREAS, the Parties hereto wish to enter into this Agreement in order to amend, restate and supersede the Prior REDA Agreement and to add the OCEDA as a party to this Agreement; and

WHEREAS, this Agreement is intended by the parties hereto to supersede in its entirety the Prior REDA Agreement;

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

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

WHEREAS, the Board of Trustees of the OCEDA is the duly elected and serving governing body of OCEDA;

WHEREAS, pursuant to the provisions of the Act, local government units (such as each the Parties), in order to make the most efficient use of their powers and resources, may cooperate and contract with one another for mutual advantage to share the costs of and revenues derived from a project and to, among other things, issue general obligation bonds to finance a project, and provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and economic development of the local government units;

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

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

WHEREAS, each of the Parties hereto desires to enter into this Agreement, pursuant to the REDA and in accordance with other applicable Code sections, in order to set forth the respective duties and obligations of each Party in connection with the development of the Project (as hereinafter defined);

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

professional economic development services for the benefit of the County and the City (the “Original LINK Contract”);

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

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

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

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

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

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

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

WHEREAS, each of the Parties desires that the OCEDA own title to the real property comprising the Project, subject to the terms and conditions of this Agreements, and that, upon completion of the Project, that OCEDA operate and maintain the new industrial park;

WHEREAS, each of the Parties further desires that the OCEDA be permitted, but not obligated, to contribute money and other resources towards the Project Costs; provided however in no event shall OCEDA receive any of the revenue generated by the Project except for any such tax revenues that OCEDA would be otherwise be entitled to receive from the Project if the OCEDA were not a Party to this Agreement;

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

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

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

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

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

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

SECTION 1. **Duration.** This Agreement shall be in force and effect unless and until terminated in accordance with the provisions of Section 6 hereof.

SECTION 2. **Purpose.** The purpose of this Agreement is to define the respective responsibilities of the Parties with respect to the Project.

SECTION 3. **Organization; Statutory Authority.** The alliance formed by the Parties by this agreement (the “Alliance”) shall be governed by a board that is a separate legal and/or administrative entity (the “Alliance Board”) that shall at all times consist of the then current President of the County Board of Supervisors, the Mayor of the City and the President of the OCEDA Board of Trustees. The Alliance Board shall have any and all powers granted unto it under and pursuant to the REDA. The Alliance Board shall take action in the same manner and in accordance with the same procedures established for the OCEDA board by Chapter 880, Local and Private Laws of the State of Mississippi of 1984, as amended. The County and the City are authorized by the REDA and by Title 19 and Title 21 of the Code, respectively, to jointly exercise and carry out the powers, authorities, and responsibilities to be exercised by each of them pursuant to the terms of this Agreement. The City shall submit, on behalf of the County, the City and OCEDA, an amended application to the Mississippi Development Authority for an amended or a new certificate of public convenience and necessity authorizing the addition of the OCEDA to the Alliance in connection with the Project and this amended and restated Agreement in connection therewith.

SECTION 4. **Financing, Staffing and Supplying.**

(a) The Alliance shall be financed as a joint undertaking of the County and the City in accordance with the terms and conditions of this Agreement. Fifty percent (50%) of the Project Costs shall be paid by the County and the remaining fifty percent (50%) of the Project Costs shall be paid by the City; provided, however, that each Party’s obligation to pay its fifty percent (50%) of the Project Costs shall not exceed Seven Million and 00/100 Dollars (\$7,000,000.00) unless the Parties otherwise mutually agree in writing. Notwithstanding the previous two sentences of this Section 4(a), upon the mutual consent of each Party, the OCEDA may, but shall have no obligation to, contribute proceeds to the financing of the Alliance and/or the Project Costs. All of the staffing pertaining to the acquisition, construction, development and/or tenant recruitment for the Project will be provided by the LINK in accordance with LINK Contract. The Parties hereby designate and authorize the Alliance Board to confer with, and solicit the advice and recommendations, of the LINK with respect to the

acquisition and development of the Project, and to exercise all powers needed to carry out and assist in such acquisition and development thereof. The Alliance Board shall be responsible for approving all invoices and/or other payment obligations for Project Costs; provided, however, that the Alliance Board may designate one or more officers or employees of one or more Parties to grant such approvals to the extent such invoices and/or other payments of Project Costs fall within the Project budget prepared in accordance with Section 4(b) hereof. Following such approval, the City shall remit its fifty-percent (50%) share of the Project Costs to the County and the County shall pay such invoices and/or other payment obligations.

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

SECTION 5. **Operation of Alliance and the Project.** The operation of the Alliance and the acquisition, construction and development of the Project shall be carried out by the Alliance Board as described in Section 4 of this Agreement and as may be otherwise provided herein, pursuant to the REDA. Upon completion of the acquisition, construction and development of the Project, the Project shall be thereafter operated and maintained by the OCEDA at its cost and expense as authorized by the OCEDA Act, provided, however, that (a) the City shall be responsible for providing and maintaining the public roads, public utilities and related publicly-owned improvements located on the Project site or otherwise serving the Project because the Project is located within the municipal boundaries of the City; and (b) the City and County may each further contribute such additional funding for the on-going operation and maintenance of the Project as each such Party may desire from time to time and as permitted by applicable law. Notwithstanding any other provision of this Agreement to the contrary, the OCEDA shall not sell, lease, grant, convey, hypothecate, encumber or otherwise transfer all or any portion of the property comprising the Project or any interest therein to any third-party unless the OCEDA first obtains the written consent of the City and the County. Furthermore, the OCEDA shall, upon the written direction of both the City and the County and to the fullest extent permitted by applicable law, including without limitation the OCEDA Act, sell, lease, grant, convey, hypothecate, encumber or otherwise transfer all or any portion of the property comprising the Project or any interest therein to either the City or the County, the City and the County jointly, one or more other political subdivisions of the State or such other third-party or third-parties, as the City and the County may mutually designate from time to time.

SECTION 6. **Termination; Disposition of Property.** This Agreement shall terminate only upon the mutual written agreement of the City and the County. There will be no property owned by the Alliance, and upon the mutual termination of this Agreement by the City and the County, the OCEDA hereby agrees that it shall, upon receipt of the mutual agreement and written direction of the City and the County, transfer and convey any Project property owned by the OCEDA to either the City or the County, or the City and the County jointly, or to such other political subdivision(s) of the State that the City and County may mutually designate as the transferee.

SECTION 7. **Amendment.** This Agreement may be amended at any time by the mutual consent of the Parties evidenced by a written agreement entered into pursuant to the provisions of the REDA; provided, however, that the City and the County may amend this Agreement in the same such manner (*i.e.*, in writing and

pursuant to the provisions of the REDA) without the consent of the OCEDA if such amendment in no way imposes additional obligations (either monetary or non-monetary obligations) on the OCEDA.

SECTION 8. **Administration of Issuance of Bonds.** The County shall issue and administer the County Bonds, and the City shall issue and administer the City Bonds subject to Section 4 hereof.

SECTION 9. **Manner of Acquiring, Holding and Disposing of Property; Cooperation Concerning Property Matters.**

(a) Subject to Sections 5 and 6 hereof, all property for the Project including, but not limited to, the property subject to the Options, shall be acquired, held and disposed of by the OCEDA. The Alliance Board shall direct the LINK, pursuant to the LINK Contract, to assign the Options to the OCEDA to the extent that such assignments have not already occurred. Notwithstanding the foregoing, those portions of the Project-related property acquired by the OCEDA which are needed for the construction and installation of public improvements to be owned and maintained by the City (*e.g.*, public roads, public utilities, etc.) shall be conveyed by deed, easement or other such transfer to the City at no cost thereto to the extent that such property must be owned or controlled by the City in order for the City to provide and maintain such public improvements thereon.

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

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

SECTION 10. **Revenues from the Project.** Any revenues from the Project shall be allocated in accordance with the laws of the State, including, but not limited to, Title 19, Title 21 and Title 27 of the Code. Notwithstanding any other provision of this Agreement to the contrary, the OCEDA shall not be entitled to any revenue from the Project solely by virtue of this Agreement and, instead, shall only be entitled to such revenues from the Project that it would be entitled to if were not a Party hereto.

SECTION 11. **Effective Date; Approvals; Filing.** This Agreement shall be effective from and after the last to occur of the following: (a) this Agreement has been executed by all Parties hereto, (b) the approval of this Agreement by the Mississippi Attorney General has been obtained, (c) the certificate of public convenience and necessity for the Alliance has been obtained from the Mississippi Development Authority, and (d) this Agreement has been filed with the Chancery Clerk of Oktibbeha County, Mississippi and the Mississippi Secretary of State.

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

OKTIBBEHA COUNTY, MISSISSIPPI

By: _____
President, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Date: _____

(SEAL)

CITY OF STARKVILLE, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

Date: _____

(SEAL)

OKTIBBEHA COUNTY ECONOMIC DEVELOPMENT AUTHORITY

By: _____
President, Board of Trustees

ATTEST:

Date: _____

PUBLIC APPEARANCES:

Ms Dorothy Issac asked the Board to support Dr. Prince. She asked that the Alcohol Ordinance be left unchanged and explained her belief that nothing happens after midnight that cannot happen before. She also requested that more development be done on the north side of Starkville.

PUBLIC HEARINGS:

SECOND PUBLIC HEARING OF THE AMENDMENT OF 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 noting there would be fifteen minutes designated for the pro amendment speakers and fifteen minutes for the speakers against the amendment.

Offering comments in support of amending Ordinance 2009-06: Jennifer Prather, Hunter Harrington, Jeremy Murdock, Julie Brown, Alana Prentiss, Lexie Landry, Layton Little and David Stides.

Offering comments in opposition of amending Ordinance 2009-06: Rozanne Bell, Sabrina Campbell, Marnita Henderson and Kelsey Van Avery.

Offering comments neutral to the amendment, but requesting it pass with guidance and enforcement was David Mullendor.

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

FIRST 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.

Mayor Spruill opened the Public Hearing and called three times for comments. There being none, the Mayor closed the Public Hearing.

FIRST 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.

Mayor Spruill noted the sections proposed to be changed to the 2008-08 Smoking Ordinance to include electronic cigarettes in the definition of smoking products.

Mayor Spruill opened the Public Hearing and called for public comments noting there would be fifteen minutes designated for the pro amendment speakers and fifteen minutes for the speakers against the amendment.

Offering comments in support of amending Ordinance 2008-08: Yolanda Prewitt, Dorothy Isaac and Allison Tiffen.

Offering comments in opposition of amending Ordinance 2008-08: Cleveland Pollard, Joseph Enfinger, Rob Roberts and Mike Jeffcoats,

The time limit having run out, the Mayor closed the Public Hearing to the public.

Alderman Sistrunk discussed the proposed changes to the Ordinance and her support of the changes. Alderman Carver proposed considering allowing electronic cigarettes inside businesses only in the business of selling electronic cigarettes and products associated with them.

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

15. CONSIDERATION OF THE APPOINTMENT OF A SCHOOL BOARD MEMBER TO FILL THE POSITION HELD BY ANNE STRICKLIN WITH THE TERM ENDING MARCH 2019.

Alderman Walker recused himself from the meeting.

Upon the motion of Alderman Miller, duly seconded by Alderman Carver, to appoint Sumner Davis to the vacant School Board position, the Board voted as follows:

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

Having received a tie vote, the Mayor voted nay and declared the motion failed.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, to appoint Dr. Debra Prince to the vacant School Board, the Board voted as follows:

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

16. CONSIDERATION OF AMENDING THE ORDINANCE 2009-06; MUNICIPAL CODE SECTION CHAPTER 10 RELATING TO THE SALE OF ALCOHOL WITHIN THE CITY OF STARKVILLE, MISSISSIPPI REFERENCING DISTANCE, HOURS OF SALE AND PERCENTAGE OF CONTENT.

Alderman Walker offered a motion to amend City Ordinance 2009-06, Municipal Code Section Chapter 10 to the Ordinance as presented below. The motion was duly seconded by Alderman Sistrunk. Following discussion, the Board voted as follows:

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

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

**ORDINANCE NUMBER
2017-05**

AN ORDINANCE AMENDING THE CITY'S ORDINANCE RELATED TO ALCOHOLIC BEVERAGES TO INCREASE THE HOURS OF SALE; ADJUST THE DEFINITION OF BEER TO CONFORM TO STATE STATUTE; AND TO ADJUST THE DISTANCE REQUIREMENTS FOR SALE OF ALCOHOLIC BEVERAGES TO CONFORM WITH STATE STATUTE

WHEREAS, the State of Mississippi has granted to the State Tax Commission extensive regulatory powers and responsibilities over the sale and distribution of alcoholic beverages, beer, and light wine, which have been delegated to the Alcoholic Beverage Control Division under Mississippi Code Annotated §67-1-1, *et seq.* (1972, as amended) and Mississippi Code Annotated §67-3-1, *et seq.* (1972, as amended); and

WHEREAS, the authority of a municipality to regulate the sale of beer and light wine is allowed by law under Mississippi Code Annotated §67-3-65 (1972, as amended), including enforcing such proper rules and regulations for fixing zones and territories, prescribing hours of opening and closing, and for such other measures as will promote public health, morals, and safety as they may by ordinance provide; and

WHEREAS, the Mayor and Board of Aldermen find that it is in the best interest of the City of Starkville to amend its City Ordinance Numbers 2009-06, 2005-02 and 2006-Sa under the authority of Mississippi Code Annotated §67-3-65 (1972, as amended) to prescribe hours of opening and closing, to establish alcohol content, and to designate territories surrounding churches and schools in which beer and light wine shall not be sold or consumed, and for such other measures as will promote public health and safety, as they may by ordinance provide;

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that Ordinance Numbers 2005-02, 2009-06 and 2006-Sa of the City of Starkville Code of Ordinances, Chapter 10, Alcoholic Beverages as adopted, are amended as follows:

1. **Sec. 10-36. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Beer and light wine are defined by MCA 1972, § 67-3-3 and by this article as follows:

(a) "Beer" means a malt beverage as defined in the Federal Alcohol Administration Act and any rules and regulations adopted pursuant to such act of an alcohol content of not more than eight percent (8%) by weight; and

(b) "Light wine" means wine of an alcohol content of not more than five percent (5%) by weight.

Permittee is a person or entity who has obtained a beer permit from the ABC Division of the Mississippi Tax Commission under MCA 1972, § 67-3-17, as amended.

2. **Sec. 10-38. Territory where sale is prohibited.**

(a) *On-premises Consumption.* No beer or light wine shall be sold for on-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured from the nearest point of entry to the building housing the church, school, kindergarten or funeral home to the nearest point of the premises which consists of the floor planned area to be licensed by the Commission. This distance shall be measured in a straight line, such as air line distance, rather than the usual route of pedestrian travel.

(b) *Off-premises Consumption.* No beer or light wine shall be sold for off-premises consumption within the minimum distance provided in Mississippi Code Annotated §67-1-51 (1972), as amended. This distance shall be measured by the same criteria as listed in subsection (a) above.

3. Sec. 10-39. Hours when sale is prohibited.

No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 12:00 midnight and 7:00 a.m. on Monday through Wednesday. The legal hours shall be extended on Thursday, Friday, and Saturday nights from 12:00 midnight to 1:00 a.m. No beer or light wine shall be sold for on-premises or off-premises consumption between the hours of 1:00 a.m. and 11:00 a.m. on Sunday and after 12:00 midnight on Sunday night.

4. Sec. 10-103. Commercial establishments-Hours of sale.

No person, partnership, or corporation, nor any agent or employee thereof, operating a public or private commercial establishment shall permit the consumption of alcoholic beverages on the premises of such establishment between the hours of 1:00 a.m. and 7:00 a.m., provided, however, that nothing in this section shall be construed to alter or amend the requirements of Section 10-39, as shown above, or to permit the sale, distribution, giving away, or storage of alcoholic beverages at any time on Sunday, unless otherwise permitted by the laws of the state or the ordinances of the city.

5. Sec. 10-43. Severability.

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

This Ordinance shall amend the City of Starkville duly adopted Code of Ordinances, Chapter 10, Alcoholic Beverages, Article II, Sections 10-36, 10-38; 10-39, 10-43 and 10-103.

This Ordinance Number 2017-05 shall amend Ordinance Numbers 2009-06, 2005-02 and 2006-8a and shall be in full force and effect thirty (30) days after its passage and publication.

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.

17. 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 Vaughn, 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: Yea
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.

18. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF A PERSONNEL GRIEVANCE OF AN EMPLOYEE AND THE PURPOSE OF LAND ACQUISITION AS RELATED TO THE CITY LANDFILL.

Alderman Little offered a motion to enter Executive Session for the purpose of a personnel grievance of an employee and the purpose of land acquisition as related to the City landfill on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Vaughn, 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: Yea
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 a personnel grievance of an employee and the purpose of land acquisition as related to the City landfill on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

19. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Little, duly seconded by Alderman Sistrunk, 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: Yea
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.

20. CONSIDERATION OF THE DENIAL OF AN EMPLOYEE GRIEVANCE.

Upon the motion of Alderman Perkins, duly seconded by Alderman Sistrunk, to deny the relief requested of the employee grievance of Anthony Davis in the Starkville Utilities Water Division, the Board voted as follows:

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

21. CONSIDERATION TO COMMENCE EMINENT DOMAIN ACQUISITION.

Upon the motion of Alderman Perkins, duly seconded by Alderman Walker, to commence eminent domain to acquire approximately 3.86 acres on the north and south sides of Bayleaf Lane owned by the Vinnie Tims Jackson Estate, part of parcel number 115-15-016.00 and approximately 4.48 acres on the west side of Bayleaf Lane owned by Daniels Investment, LLC, part of parcel number 115-15-012.00, the Board voted as follows:

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

22. MOTION TO ADJOURN UNTIL OCTOBER 3, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until October 3, 2017 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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



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

**AGENDA ITEM: MINUTES
AGENDA DATE: 10-3-2017
PAGE: 1 of 70**

SUBJECT: Request approval of the minutes of the October 3, 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 October 3, 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
October 3, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on October 3, 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, Jason Walker, Patrick Miller and Roy A.' Perkins. Absent was Alderman Henry Vaughn, Sr. 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:

Mayor Spruill requested items IX. D and IX. E. be removed by request of the Board Attorney in that the items are under negotiation.

IX. 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.

IX. 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.

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

IX. H. 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. B. DISCUSSION AND CONSIDERATION OF A PROFESSIONAL SERVICE AGREEMENT WITH DALHOFF THOMAS STUDIO FOR THE STARKVILLE PARK AND RECREATION MASTER PLAN IMPLEMENTATION WORK.

There being no objections, the items were added to the Consent Agenda.

1. A MOTION TO APPROVE THE CONSENT AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Carver, to approve the October 3, 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: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Absent

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

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

Alderman Walker offered a motion, duly seconded by Alderman Perkins, to approve the October 3, 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: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

OFFICIAL AGENDA OF 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**

- I. CALL THE MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE**
- III. APPROVAL OF THE OFFICIAL AGENDA WITH CONSENTED ITEMS**
- 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

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

BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

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.

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.

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.

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

CONSIDERATION OF THE ACCEPTANCE OF THE STARKVILLE CONVENTION AND VISITOR BUREAU ANNUAL 2% BUDGET FOR FISCAL YEAR 2017-18.

CONSIDERATION OF THE ACCEPTANCE OF THE OCEDA ANNUAL 2 % BUDGET FOR FISCAL YEAR 2017-18.

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.

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.

CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2017 PUMKINPALOOZA EVENT WITH IN-KIND SERVICES.

CONSIDERATION OF AN AGREEMENT WITH SLAUGHTER AND ASSOCIATES FOR PROPOSED ANNEXATION STUDY.

CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION.

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

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.

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

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

REQUEST APPROVAL OF THE CIRCLE S FLIGHT TRAINING AGREEMENT AT GEORGE M. BRYAN FIELD, STARKVILLE MS

B. COMMUNITY DEVELOPMENT DEPARTMENT

CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

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.

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.

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.

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.

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

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

COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

ENGINEERING

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

FINANCE AND ADMINISTRATION

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.

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.

REQUEST APPROVAL OF BUDGET AMENDMENTS FOR FY 2017.

REQUEST APPROVAL OF ANNUAL MUNICIPAL COMPLIANCE REPORT.

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.

FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. HUMAN RESOURCES

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

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

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.

PARKS AND RECREATION

THERE ARE NO ITEMS FOR THIS AGENDA

POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

UTILITIES DEPARTMENT

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

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.

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.

Consent items 3 – 26:

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 1, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the September 1, 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 SEPTEMBER 5, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the September 5, 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 ACCEPTANCE OF THE STARKVILLE CONVENTION AND VISITOR BUREAU ANNUAL 2% BUDGET FOR FISCAL YEAR 2017-18.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the Starkville Convention and Visitor Bureau (CVB) Fiscal Year 2018 2% Budget” is enumerated, this consent item is thereby approved.

GSDP 2017/2018 BUDGET									
Convention and Visitors Bureau									
									PROPOSED
		2015/2016 Actual	2015/2016 Budget	##	2016/2017 YTD 8.15.17	2016/2017 Budget	16/17 Budget Remaining	##	2017/2018 Budget
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	<u>\$259.16</u>	<u>\$0.00</u>		\$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	<u>\$25,000.00</u>	<u>\$25,000.00</u>		\$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	<u>\$130,780.76</u>	\$0.00		<u>\$60,119.06</u>	<u>\$25,805.00</u>	<u>-\$34,314.06</u>		<u>\$35,271.16</u>
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	<u>\$6,200.00</u>	<u>\$0.00</u>		<u>\$15,200.00</u>	\$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		
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>	\$235,000.00	##	<u>\$285,917.52</u>	\$265,000.00	-\$20,917.52	##	<u>\$296,950.00</u>
	Net Income Food & Beverage TAX	<u>-\$13,559.25</u>	\$0.00		<u>-\$19,069.27</u>	<u>-\$5,000.00</u>	<u>\$14,069.27</u>		<u>\$3,050.00</u>
	Net Income TOTAL	\$117,221.51	\$0.00		\$41,049.79	\$25,805.00	-\$20,244.79		\$35,271.16

6. CONSIDERATION OF THE ACCEPTANCE OF THE OCEDA ANNUAL 2 % BUDGET FOR FISCAL YEAR 2017-18.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the OCEDA annual 2% budget for fiscal year 2017 - 18” is enumerated, this consent item is thereby approved.

GSDP 2017/2018 APPROVED BUDGET					
Okitibbeha County Economic Development Authority					
					PROPOSED
		<u>2016/2017 YTD</u>	<u>2016/2017</u>	<u>16/17 Budget</u>	<u>2017/2018</u>
REVENUES - GENERAL OPERATIONS		<u>8.15.17</u>	<u>Budget</u>	<u>Remaining</u>	<u>Budget</u>
48001-E	INTEREST INCOME	\$2,295.77	\$1,000.00	-\$1,295.77	\$1,000.00
48002-E	RTC % Rent Share	<u>\$30,632.70</u>	<u>\$47,000.00</u>	<u>\$16,367.30</u>	<u>\$47,000.00</u>
Total Revenue - General Operations		<u>\$32,928.47</u>	<u>\$48,000.00</u>	<u>\$15,071.53</u>	<u>\$48,000.00</u>
EXPENSES - GENERAL OPERATIONS					
90030-E	AUTO/MILEAGE REIMB	\$0.00	\$500.00	<u>\$500.00</u>	\$500.00
90031-E	BOARD HOSPITALITY	\$4,023.98	\$3,600.00	-\$423.98	\$4,000.00
90032-E	OFFICE OVERHEAD	\$1,171.69	\$2,800.00	<u>\$1,628.31</u>	\$2,800.00
90034-E	INSURANCE/BONDS	\$19,780.00	\$23,000.00	<u>\$3,220.00</u>	\$23,000.00
90037-E	LEGAL/PROFESSIONAL	\$17,550.00	\$18,000.00	<u>\$450.00</u>	\$18,000.00
90040-E	OFFICE FURNITURE/EQUIPMENT	\$0.00	\$300.00	<u>\$300.00</u>	\$300.00
90041-E	OFFICE SUPPLIES	\$0.00	\$200.00	<u>\$200.00</u>	\$200.00
90043-E	POSTAGE/SHIPPING	\$0.00	\$200.00	<u>\$200.00</u>	\$200.00
90049-E	GSDP Occupancy Agreement	\$16,203.00	\$17,676.00	<u>\$1,473.00</u>	\$20,209.85
90050-E	GSDP MAN/PERSONEL CONTRACTS	<u>\$111,213.63</u>	<u>\$121,324.00</u>	<u>\$10,110.37</u>	<u>\$130,000.00</u>
Total Expenses - General Operations		<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>-\$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	\$253,843.07	\$325,000.00	\$71,156.93	\$325,000.00
48005-E	COMMON AREA COST REIMB.	\$2,066.39	\$3,200.00	\$1,133.61	\$3,200.00
48013-E	UTILITY COST REIMB.	<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>\$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	\$6,600.00	\$7,500.00	\$900.00	\$7,500.00
90004-E	BLDG IMPROVMENTS - MAIN STREET	\$0.00	\$0.00	\$0.00	\$0.00
90007-E	BLDG MAINT/IMPROVEMENTS	\$96,965.15	\$285,000.00	\$188,034.85	\$285,000.00
90008-E	BUILDING UTILITIES/ELECT & WTR	\$87,827.83	\$110,000.00	\$22,172.17	\$110,000.00
90009-E	BUILDING UTILITIES/GAS	\$23,001.25	\$21,000.00	-\$2,001.25	\$23,000.00
90011-E	LEGAL/PROFESSIONAL	\$1,120.00	\$600.00	-\$520.00	\$600.00
90012-E	PARK IMPROVEMENTS	\$133.80	\$5,000.00	\$4,866.20	\$5,000.00
90013-E	PARK LANDSCAPE/MAINTENANCE	\$31,364.58	\$50,000.00	\$18,635.42	\$50,000.00
90014-E	PARK UTILITIES	<u>\$4,181.71</u>	<u>\$4,000.00</u>	<u>-\$181.71</u>	<u>\$4,000.00</u>
	Total Expense Project - Research Park	<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>\$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	<u>\$356,924.15</u>	<u>\$290,000.00</u>	<u>-\$66,924.15</u>	
	Total Revenue 2% Food & Bev. Tax	<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	\$500.00	\$500.00
90073-E	INDUSTRY RELATIONS	\$111,400.00	\$121,000.00	\$9,600.00	\$121,000.00
90079-E	TRAVEL/CONFERENCES	<u>\$0.00</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>	<u>\$1,500.00</u>
	Total Expenses 2% Food & Bev. Tax	<u>\$111,400.00</u>	<u>\$123,000.00</u>	<u>\$11,600.00</u>	<u>\$123,000.00</u>
	Net Income	<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.	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>PROJECT DISBURSEMENTS</u>					
	Total Expenses Grants/Contrib.	<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>CORNERSTONE PROJECT REVENUE</u>					
	(Sale of land to Army) Projected Revenue:	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$169,560.00</u>
<u>CORNERSTONE PROJECT EXPENSES</u>					
90111-E	CORNERSTONE MAINT/IMPROVEMENTS	<u>\$3,230.36</u>	<u>\$12,500.00</u>	<u>\$9,269.64</u>	<u>\$12,500.00</u>
	Total Project Expenses	<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>-\$3,230.36</u>	<u>-\$12,500.00</u>	<u>-\$9,269.64</u>	<u>\$157,060.00</u>
<u>INDUSTRIAL PARK #2REVENUE</u>					
	Total Revenue Industrial Park #2	<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>\$104,361.09</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	Net Income Industrial Park #2	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
	Total Budgeted Revenue				<u>#####</u>
	Total Budgeted Expense				<u>\$819,809.85</u>
	OVERALL NET INCOME	<u>\$244,401.63</u>	<u>-</u>	<u>-</u>	<u>\$260,266.21</u>

7. 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of re-appointing Jerry Toney to the Golden Triangle LINK board for a second three year term" is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF A SPECIAL EVENT REQUEST FOR THE 2017 PUMKINPALOOZA EVENT WITH IN-KIND SERVICES.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of a Special Event request for the 2017 Pumpkinpalooza event with in-kind services" is enumerated, this consent item is thereby approved.

Starkville Main Street Association is requesting in-kind services to hold the 2017 Pumpkinpalooza event. 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.

9. 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of accepting the proposal of Farmer Morgan, LLC for the purpose of applying for the TIGER grant closing on October 16, 2017" is enumerated, this consent item is thereby approved.

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

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 Farmer | Morgan Nashville · Huntsville · Pikeville

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 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:

Calendar Year	Project Year	Total Value of Time Saved (\$2013) ³	Total Value of Injuries Prevented ⁶	Total Value of Property Damage Crashes Prevented ⁸	Benefits of Additional Bicycling ¹⁰	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.

⁸ 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 Walking = 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

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.

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 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 CADG 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

10. CONSIDERATION OF A PROFESSIONAL SERVICE AGREEMENT WITH DALHOFF THOMAS STUDIO FOR THE STARKVILLE PARK AND RECREATION MASTER PLAN IMPLEMENTATION WORK.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of authorizing the mayor to sign the agreement for the scope of services as proposed by Dalhoff-Thomas in the site improvement plan at a cost of \$45,000 to be paid from capital improvement (2%) park funds” is enumerated, this consent item is thereby approved.

RE: STARKVILLE SPORTSPLEX AND MCKEE PARK SITE IMPROVEMENT PLAN STARKVILLE, MISSISSIPPI

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
Structures & Man-Made Features
Sidewalks & Plaza Areas
Fencing
Lighting
Buildings
Parking Areas
Identifiable Utilities
Rights-of-way and Edge-of-pavement
Other Identified Elements, as needed

BASE MAPPING

Aerial Background
Site Boundaries
Existing Utilities, Infrastructure & Easements (if available)
Existing Vehicular Circulation
Existing Pedestrian Circulation
Existing Recreational Facilities & Elements

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.

Inventory Existing Features
On-Site Features
Off-Site Features
Site Photography
Elements of Environmental Impact
Site Analysis
Development Constraints
Development Opportunities

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.

Recreational Uses
Athletic Fields
Youth Baseball

Youth Softball
Adult Softball
Youth Football
Youth Soccer
Other
Vehicular Circulation
Points of Access
Access Drives
Parking
Pedestrian Circulation
Points of Access
Spectator Areas
Trails & Greenways
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.

CONCEPTUAL SITE IMPROVEMENT PLAN

Recreational Uses
Athletic Fields
Youth Baseball
Youth Softball
Adult Softball
Youth Football
Youth Soccer
Other
Vehicular Circulation
Points of Access
Access Drives
Parking
Pedestrian Circulation
Points of Access
Spectator Areas
Trails & Greenways
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.

SITE IMPROVEMENT PLAN DOCUMENT

Recreational Uses

Athletic Fields
 Youth Baseball
 Youth Softball
 Adult Softball
 Youth Football
 Youth Soccer
 Other
 Vehicular Circulation
 Points of Access
 Access Drives
 Parking
 Pedestrian Circulation
 Points of Access
 Spectator Areas
 iii. Trails & Greenways
 Other Identified Uses and Elements of Importance
 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

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

DALHOFF THOMAS design studio hourly rates are as follows:

Environmental Study

Construction Documents & Specifications

Economic Impact Study

Utility Impact Study

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 Mike Hammond, PLA

Principal, Landscape Architect Senior Associate, Landscape Architect

11. CONSIDERATION OF APPROVAL OF THE KEESLING AIRCRAFT RENTAL AND TRAINING, LLC FLIGHT SCHOOL AGREEMENT FOR FLIGHT SCHOOL TRAINING AT GEORGE M. BRYAN FIELD, STARKVILLE MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the Keesling Aircraft Rental and Training, LLC Flight School Agreement for Flight School Training at George M. Bryan Field, Starkville MS " is enumerated, this consent item is thereby approved.

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: <u>aye</u>
Alderman David Little	voted: <u>aye</u>
Alderman Scott Maynard	voted: <u>aye</u>

Alderman Roy A.' Perkins

voted: aye

Alderman Jason Walker

voted: aye

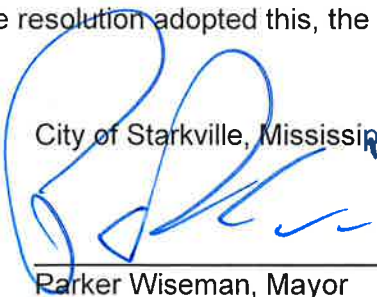
Alderman Lisa Wynn

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



←
NORTH
SCALE: NTS

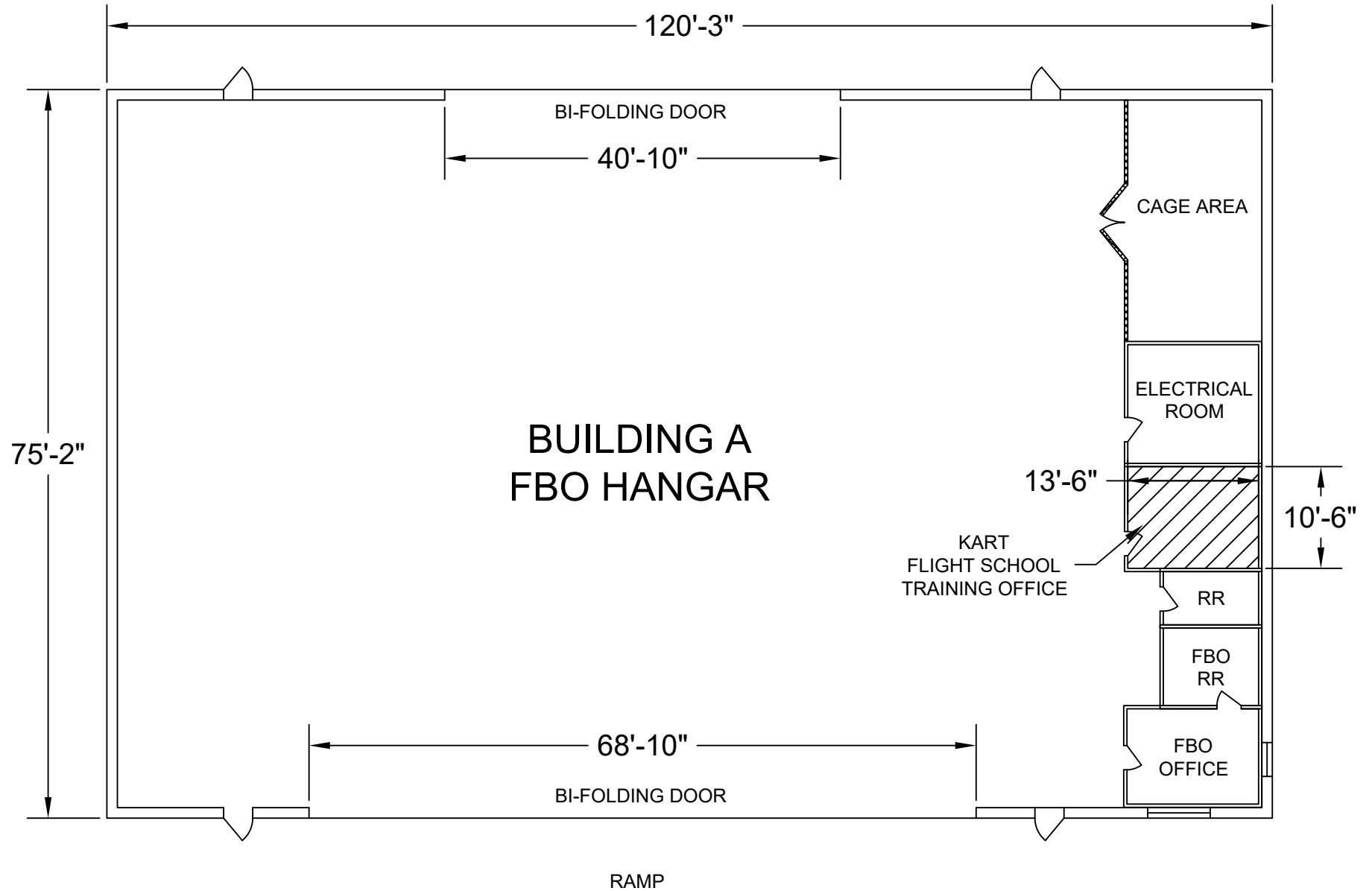


EXHIBIT A

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.

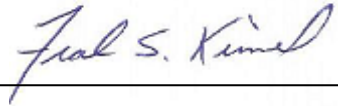
Waiver of Subrogation - The Insurance Company has agreed to waive its' rights of subrogation against Starkville Municipal Airport/George M. Bryan Field and City of Starkville, MS but solely with respect to operations of the Named Insured.

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

12. CONSIDERATION OF THE CIRCLE S FLIGHT TRAINING AGREEMENT AT GEORGE M. BRYAN FIELD, STARKVILLE MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the Circle S Flight Training Agreement at George M. Bryan Field, Starkville MS” is enumerated, this consent item is thereby approved.

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: _____

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.
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1. Suitable office space for consummating sales and/or rentals and the keeping of the proper records.
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- 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:
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 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: <u>aye</u>
Alderman David Little	voted: <u>aye</u>
Alderman Scott Maynard	voted: <u>aye</u>

Alderman Roy A.' Perkins

voted: aye

Alderman Jason Walker

voted: aye

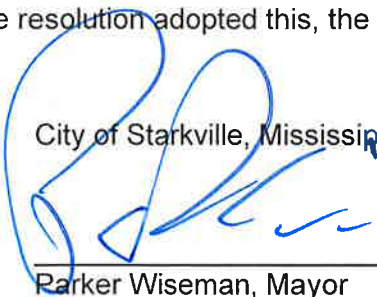
Alderman Lisa Wynn

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



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

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

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of appointing Arielle Stallings, the sole applicant, to the Keep Starkville Beautiful Committee with a three-year term to begin on October 4, 2017” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the appointment of Peter Summerlin, the sole applicant, to the Starkville Tree Advisory Board for a four year term to begin on October 4, 2017 and expire October 4, 2021” is enumerated, this consent item is thereby approved.

15. CONSIDERATION OF APPROVAL OF SUPPLEMENTAL AGREEMENT #3 FOR THE LOUISVILLE STREET PEDESTRIAN IMPROVEMENT PROJECT AND AUTHORIZATION FOR THE MAYOR TO EXECUTE THE AGREEMENT.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the Supplemental Agreement #3 for the Louisville Street Pedestrian Improvement Project and authorization for the mayor to execute the agreement” is enumerated, this consent item is thereby approved.

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.

Between the
City of Starkville
And
Volkert, Inc.

SUPPLEMENTAL AGREEMENT NO. 3

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.

16. CONSIDERATION 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the City of Starkville Claims Docket for all departments as of September 27, 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” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 334,157.44
Restricted Police Fund	002	
Airport Fund	015	25,458.80
Restricted Airport Fund	016	
Sanitation	022	23,121.26
Landfill	023	1,889.57
Park and Recreation	375	27,393.34
Trust & Agency	610	13,337.95
Economic Dev, Tourism & Conv	630	70,891.03
Sub Total Before Utilities		\$ 496,249.39
Utilities Dept.	SED	690,555.18
Total Claims	Total	\$ 1,186,804.57

17. CONSIDERATION OF 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby 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” is enumerated, this consent item is thereby approved.

18. CONSIDERATION OF APPROVAL OF BUDGET AMENDMENTS FOR FY 2017.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of budget amendments for FY 17” is enumerated, this consent item is thereby approved.

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 Svcs / 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

19. CONSIDERATION OF APPROVAL OF ANNUAL MUNICIPAL COMPLIANCE REPORT.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the 2017 Municipal Compliance Questionnaire” is enumerated, this consent item is thereby approved.

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: October 1, 2016 – 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)

Y

2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27)

Y

3. Are municipal records open to the public? (Section 25-61-5)

Y

4. Are meetings of the board open to the public?
(Section 25-41-5)

Y

5. Are notices of special or recess meetings posted?
(Section 25-41-13)

Y

5. Are all required personnel covered by appropriate surety bonds?

- . Board or council members (Sec. 21-17-5)
- Appointed officers and those handling money, see statutes governing the form of government (i.e., Section 21-3-5 for Code Charter)
- Municipal clerk (Section 21-15-38)
- Deputy clerk (Section 21-15-23)
- Chief of police (Section 21-21-1)
- Deputy police (Section 45-5-9) (if hired under this law)

Y Y
Y
Y
NA

7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19)

Y

8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33)

Y

9. Has the municipality complied with the nepotism law in its employment practices? (Section 25-1-53)

Y

10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105)

Y

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)

Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance?
(Section 21-35-31 or 21-17-19)

Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained?
(Section 21-39-7)

Y

2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9)

Y

3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7)

Y

4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13)

Y

5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn?
(Section 21-39-13)

Y

6. Has the municipality adopted and entered on its minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-5, 21-35-7 and 21-35-9)

Y

7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23)

Y

8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, & 27-39-205)

Y

9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25)

Y

10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting?
(Section 21-35-25)

Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y

12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y

13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y

14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y

15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y

16. Are donations restricted to those specifically authorized by law? [Section 21-17-5 (Section 66, Miss. Constitution) -- Sections 21-19-45 through 21-19-59, etc.] Y

17. Are fixed assets properly tagged and accounted for? (Section II - Municipal Audit and Accounting Guide) Y

18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y

19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y

2. Are all lowest and best bid decisions properly documented? [Section 31-7-13(d)] Y

3. Are all one-source item and emergency purchases documented on the board's minutes? [Section 31-7-13(m) and (k)] Y

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Section 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other Receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) NA
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y

9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax? (Sections 83-1-37 and 83-1-39) _____Y_____
10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) _____Y_____
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) _____Y_____
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) _____Y_____
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) _____Y_____
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) _____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	P.O. Box 947/38655	662-232-3208

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 _____

20. 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval of travel for Deputy Clerk Leanne McGarr to the October 18 – 20, 2017 Deputy Clerk Training in Hattiesburg, MS with advance travel” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval to change the employment status of Matthew Addy from temporary full time to full time” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Emmanuel Moore, as the Building Inspector, in the Community Development Department at Grade 12, \$45,000” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “authorization for Starkville Utilities and the City of Starkville to execute a master professional engineering agreement with Volkert, Inc.” is enumerated, this consent item is thereby approved.

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
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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

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

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the "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" is enumerated, this consent item is thereby approved.

**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

2.1 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).

2.2 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.

2.3 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

3.1 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.

3.2 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.

7.1 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.

7.2 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.

7.3 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

26. CONSIDERATION OF 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.

Upon the motion of Alderman Walker, duly seconded by Alderman Perkins, and adopted by the Board to approve the October 3, 2017 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new Employees:

Christian Twillie - Firefighter
Angelica Colbert – Police Officer
Christopher English – Police Officer
David Fair – Police Officer
Paul Stratton Woods – Police Officer

Mayor Spruill also noted Starkville Community Day will be held Saturday, October 7, 2017 at MLK Park.

BOARD OF ALDERMEN COMMENTS:

Vice Mayor Perkins presented a plaque to Ms Dorothy Issac for her years of community service and involvement.

Alderman Miller thanked everyone for their support during the recent passing of his father.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, asked for instruction on what people should wear when walking after dark. He also asked that Poorhouse Road to Highway 182 be studied to see if additional lighting can be added.

Dorothy Issac thanked the Vice Mayor for the plaque. She asked that all areas be considered in an annexation plan. She also asked everyone to do business with Starkville businesses.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

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.

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.

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.

Mayor Spruill opened the Public Hearing and called for public comments noting there would be fifteen minutes designated for the pro amendment speakers and fifteen minutes for the speakers against the

amendment.

Offering comments in support of amending Ordinance 2008-08: Allison Tiffen , Roberts McMillian, Latoya Bledsoe and Alvin Turner.

Offering comments in opposition of amending Ordinance 2008-08: Joseph Enfinger, Rob Roberts, Bill Wickstrum and Tina Roberts.

There being no further comments from the public and none from the Board, the Mayor announced the public hearing closed.

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.

The Mayor opened the Public Hearing. Buddy Sanders presented the request. 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.

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

D. PUBLIC HEARING OF RZ 15-05 A REQUEST FOR MODIFICATION OR REMOVAL OF SEVERAL CONDITIONS PLACED 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.

Mayor Spruill opened the Public Hearing and called for public comments. Buddy Sanders presented the request. 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. 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.

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.***

Jackson Wallace, of INS Development, thanked the City and Staff for their professionalism throughout this process. He stated he will have difficulty meeting condition #5.

Discussion as to utility easements followed with the City Attorney noting the City has no authority to grant construction access at this time from College View Drive through a utility easement.

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

28. 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.

Upon the motion of Alderman Carver, duly seconded by Alderman Little, to 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, the Board voted as follows:

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

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

29. CONSIDERATION OF AN AGREEMENT WITH SLAUGHTER AND ASSOCIATES FOR PROPOSED ANNEXATION STUDY.

A motion was offered by Alderman Walker and seconded by Alderman Little to enter into an agreement with Slaughter and Associates for a proposed annexation study. Alderman Miller asked that the full costs of public services which will be required by annexation be included in the study. Mayor Spruill noted Slaughter and Associates have the specific expertise that GTPDD does not have and that increasing the City's population to 30,000 would offer many advantages. Alderman Little stressed this to be simply a study, not a vote to annex any areas. The Board voted as follows:

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

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

**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

30. CONSIDERATION OF AUTHORIZING THE MAYOR TO SIGN THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE CONSTRUCTION OF THE STARKVILLE POLICE DEPARTMENT BUILDING RENOVATION.

Mayor Spruill introduced the item by stating this would not be a final completion document on the building, only a substantial certification to allow the Police to occupy the building. Alderman Perkins objected in that he felt the Police needed to wait until the basement seepage issue is solved. Thomas Allen of Prichard Engineering presented a brief update on the basement drainage issues.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, to authorize the Mayor to sign the Certificate of Substantial Completion for the construction of the Starkville Police Department building renovation, the Board voted as follows:

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

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

31. 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.

A motion was offered by Alderman Sistrunk, and duly seconded by Alderman Perkins, to adopt the Amendment of the Smoking Ordinance 2008-08 and to replace it with Ordinance 2017-06 as follows:

ORDINANCE NUMBER 2017-06
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 2017-06 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.

Alderman Carver then requested the following be added as a friendly amendment to the motion / Ordinance as item c under Section 3:

Any business engaged exclusively in the sale of smoking products that is a stand-alone property and not adjoined or physically connected to another business.

Alderman Sistrunk rejected the amendment to her original motion.

Alderman Carver then offered a motion to include Section 3. c. *“Any business engaged exclusively in the sale of smoking products that is a stand-alone property and not adjoined or physically connected to another business.”*

Alderman Little seconded the motion to include Section 3. c.

At the request of Alderman Perkins, the City Clerk read the proposed Ordinance including Section 3. c. in its entirety.

The Board the voted as follows on whether to include Section 3. c.:

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

Having received a tied vote, the Mayor voted nay and declared the motion failed.

The Board then voted as follows on the original motion by Alderman Sistrunk, seconded by Alderman Perkins:

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

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

32. 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.

Upon the motion of Alderman Walker to approve the rezoning based on change in condition of the neighborhood and public need, duly seconded by Alderman Miller, the Board voted as follows:

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

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

33. 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.

Alderman Walker offered a motion to approve RZ 15-05 request for condition modification by removing conditions 1, 3 and 5. Condition 4 will be revised to read "If the City obtains approval for temporary construction access along the existing utility easement then construction traffic shall use the access for ingress / egress from College View Drive." The motion was seconded by Alderman Little 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: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

34. CONSIDERATION OF PP17-10 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.

Buddy Sanders presented. 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.

Upon the motion of Alderman Carver to approve PP 17-10 as presented with conditions, duly seconded by Alderman Miller, the Board voted as follows:

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

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

35. 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.

Buddy sanders presented. 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 attended 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.

A variance may be granted if the following conditions are demonstrated:

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.

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.

Upon the motion of Alderman Walker to approve VA 17-15 in that he believes there to be significant changes to the

area, the properties on the west side will be disturbed as little as possible, vegetation to be left intact as much as possible and that the four conditions have been met. Alderman Little 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: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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

36. MOTION TO RECESS UNTIL OCTOBER 17, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, for the Board of Aldermen to recess the meeting until October 17, 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: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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)



THE CITY OF STARKVILLE

CITY HALL 110 West Main Street
STARKVILLE, MISSISSIPPI 39759
662-323-2525 ext. 3117

REQUEST FOR PUBLIC APPEARANCE

There are two Public Appearances per Board Meeting with each having a maximum of ten (10) minutes.

I, Pastor Joseph Stone, Jr. (Please Print Name)
request a Public Appearance at the next available Board Meeting.

Topic of appearance:

Second Baptist Church Building Project

*I would like to use a power point presentation and will
bring it on a jump drive.

Contact Information:

Name: Joseph Stone, Jr.
Group Representing: Second Baptist Church
Address: 314 Yeates St.
Starkville, MS 39759
Phone: 662-275-8874
Email: sbmcpastor@ymail.com

RECEIVED

OCT 31 2017

Starkville City Hall



CITY OF STARKVILLE COVERSHEET

AGENDA DATE: 11-7-2017

PAGE: 1 OF 7

FIRST PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, AS AMENDED BY ORDINANCE 2017-7, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION:

Section 3: Exceptions

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

- c. Retail tobacco or electronic cigarette stores engaged exclusively in the sale of smoking products that are stand-alone properties and not adjoined or physically connected to another business or residence.

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, or purchased by, consumers as an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, e-hookah, or vape pen or any other electronic smoking device under any other product name or descriptor.”

“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 area 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 inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

"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.
- c. *Retail tobacco or electronic cigarette stores engaged exclusively in the sale of smoking products that are stand-alone properties and not adjoined or physically connected to another business or residence.*

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: November 7, 2017

PAGE: 1 of 3

SUBJECT: Consideration of approving a resolution to request the four year extension of the 2% food and beverage tax from the MS State legislature for their legislative term 2018.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This request will be the fourth (4th) request since the inception of the tax that was approved through a referendum vote of the qualified voters and enacted in 1995 with a 10 year repealer life. It has since been renewed in 2005, 2015 and is up for consideration in 2018.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill, Chris Latimer or Vice Mayor Perkins

SUGGESTED MOTION:

Move approval of the resolution requesting the Mississippi Legislature pass the extension of the 2% food and beverage tax for the City of Starkville in the legislative session of 2018.

**RESOLUTION TO EXTEND THE ECONOMIC DEVELOPMENT, TOURISM AND
CONVENTION TAX IMPOSED BY THE CITY OF STARKVILLE, MISSISSIPPI ON
THE GROSS REVENUE OF RESTAURANTS DERIVED FROM THE SALE OF
PREPARED FOOD, ALCOHOLIC AND NONALCOHOLIC BEVERAGES**

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

1. By Chapter 950, Local and Private Laws of 1994, the Mississippi Legislature provided authority for Starkville to impose a two percent (2%) economic development, tourism, and convention tax on the gross revenue of restaurants within the City limits derived from the sale of prepared food and alcoholic and non-alcoholic beverages. The two percent (2%) tax was voted on, and approved, in a referendum of the qualified electors of the City.

2. During the Regular Legislative Session of 2004, House Bill 1833 was enacted which amended the entities receiving distribution of the proceeds of the two percent (2%) tax, amended the percentage of distribution of those proceeds, and extended the two percent (2%) tax through June 30, 2015.

3. During the Regular Legislative Session of 2015, House Bill 1664 was passed which extended the term of the entities receiving the distribution through June 30, 2018.

4. A portion of the proceeds from the two percent (2%) tax are obligated to service debt on the City’s Sportsplex through 2026.

5. Since its enactment, the two percent (2%) tax has been instrumental in promoting economic development and tourism in the City of Starkville and the surrounding area.

6. Because the two percent (2%) tax has greatly benefitted the City and its citizens, Starkville wishes to extend it for an additional term of four (4) years, at the same distribution level, and to the same entities, as established in House Bill 1833.

7. Because Starkville simply seeks to extend the current legislation for an additional four (4) year term, and does not seek to: (1) adjust the amount of the tax, (2) adjust the entities receiving the proceeds from the tax, or (3) adjust the percentage of distribution of the proceeds that each entity receives, Starkville requests to be relieved of having to hold a referendum on the issue.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board seeks the extension of the two percent (2%) economic development, tourism, and convention tax for an additional four (4) year term, through and including June 30, 2022, with all other terms and conditions remaining the same.

After discussion, Alderman _____ moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman

_____. The Mayor then put the question to a vote, and the result was as follows:

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

Whereupon, the Resolution having received the affirmative vote of the majority of the Board of Aldermen present, the Mayor declared that the Motion had carried and that the foregoing Resolution was passed and adopted in a meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi on the 7th day of November, 2017.

D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

Lesa Hardin, City Clerk
Starkville, Mississippi



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 11.07.17
PAGE: 1 of 11

SUBJECT: Consideration of the approval of the engagement letter from Watkins, Ward and Stafford, PLLC, for the Fiscal Year 2017 audit for the City of Starkville.

AMOUNT & SOURCE OF FUNDING 001-142-600-301 City Clerk's Office - Auditing

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor

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

FOR MORE INFORMATION CONTACT: Mayor Spruill or City Clerk Hardin

SUGGESTED MOTION: Move approval to approve the engagement letter from Watkins, Ward and Stafford, PLLC, for the Fiscal Year 2017 audit for the City of Starkville.



WATKINS, WARD and STAFFORD
Professional Limited Liability Company
Certified Public Accountants

One Professional Plaza
P.O. Box 1345
Phone (662) 323-9071

Starkville, MS 39759
Starkville, MS 39760
Fax (662) 323-9075

James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
William B. Stiggers, CPA
Michael W. McCully, CPA
Mort Stroud, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA
Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Thomas J. Browder, CPA
Stephen D. Flake, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA

October 11, 2017

To the Honorable Mayor and Board of Aldermen
City of Starkville
Starkville, Mississippi 39759

We are pleased to confirm our understanding of the services we are to provide the City of Starkville for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City of Starkville as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Starkville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Starkville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Non-GAAP Budgetary Basis).

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Starkville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining Balance Sheet by Activity – General Fund.
- 2) Combining Statement of Revenues, Expenditures, and Changes in Fund Balance by Activity – General Fund.

- 3) Balance Sheet – Non-major Governmental Funds.
- 4) Statement of Revenues, Expenditures, and Changes in Fund Balances – Non-major Governmental Funds.
- 5) Statement of Net Position – Non-major Enterprise Funds.
- 6) Statement of Revenues, Expenses, and Changes in Fund Net Position – Non-major Enterprise Funds.
- 7) Statement of Cash Flows – Non-major Enterprise Funds.
- 8) Schedule of Surety Bonds for Municipal Officials.
- 9) Schedule of Bonded Indebtedness.
- 10) Schedule of Long-Term Notes.
- 11) Schedule of Surety Bonds.
- 12) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the mayor and board of aldermen of the City of Starkville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is

necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and

fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Starkville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City of Starkville's major programs. The purpose of these procedures will be to express an opinion on the City of Starkville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City of Starkville in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and

indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we

maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the mayor and board of aldermen; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Watkins, Ward and Stafford, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Watkins, Ward and Stafford, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We plan to adhere to the following time frame as it relates to the audit:

November 8-9, 2017 Preliminary planning field work (4 auditors) – a more detailed information request will be provided to the City Clerk at the conclusion

December 11-14, 2017 Audit field work (4 auditors)

January 2018 Presentation of governmental funds in draft format to the Board

30 days after release of PERS audit by State of Mississippi – draft audit report for management review (the PERS report release date has been late February the past several years)

45 days after release of PERS audit by State of Mississippi – final audit report

Meeting with the Board of Alderman to present final audit report

(Any modifications to this time frame must be agreed to in writing. Beginning with the November 8th commencement of the audit, WWS will communicate via email each week to the City Clerk, Mayor, and Chair of the Audit/Budget Committee, the status of the audit including pending information requests, issues, and any other matters deemed important.)

The audit will be performed within the time frame as stipulated above. If the data as requested by us is provided in full and the audit commences upon completion of such provision, we will agree to a penalty of 10% of the contract price for every thirty days that the delivery date of the audit report extends beyond March 31, 2018.

J. Randy Scrivner, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account is not paid within the time required by Miss. Code Section 31-7-301, et sequential, and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. No additional fees will be billed unless agreed to in writing.

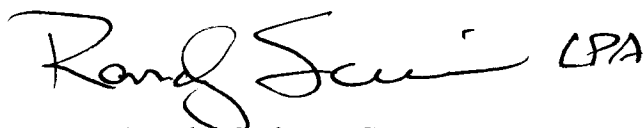
Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the City of Starkville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you

agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Watkins, Ward and Stafford, PLLC
Certified Public Accountants



Jerry R. (Randy) Scrivner, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Starkville.

Governance signature: _____

Title: Mayor

Date: _____

Management signature: _____

Title: City Clerk

Date: _____



HENDERSON HUTCHERSON
& MCCULLOUGH, PLLC

Certified Public Accountants

System Review Report

September 11, 2014

To the Owners of
Watkins, Ward and Stafford, PLLC
and to the Peer Review Committee of
the Mississippi Society of Certified Public
Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Watkins, Ward and Stafford, PLLC (the firm) in effect for the year ended April 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered review by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included (engagements performed under *Government Auditing Standards*; and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Watkins, Ward and Stafford, PLLC in effect for the year ended April 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency (ies), or fail. Watkins, Ward and Stafford, PLLC has received a peer review rating of pass.

*Henderson Hutcheron
& McCullough, PLLC*



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 11-7-17
PAGE: 1

SUBJECT: Consideration of approval of the four-year drainage, sidewalk, roadway, overlay project lists and funding allocation.

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

Find attached a recommended four-year project listing and funding allocation for sidewalk, drainage, overlay, and roadway related projects. It was built on a \$7.2 Million infrastructure budget from a \$7.5 Million bond issuance over the next 4 years.

There are few modifications of the project lists from the August Infrastructure overview presentation and those changes will be highlighted as well as a more in depth review of the projects at the work session on Friday, November 3.

SUGGESTED MOTION: Move to accept the 4 year drainage, sidewalk, roadway, overlay project lists and funding allocation.



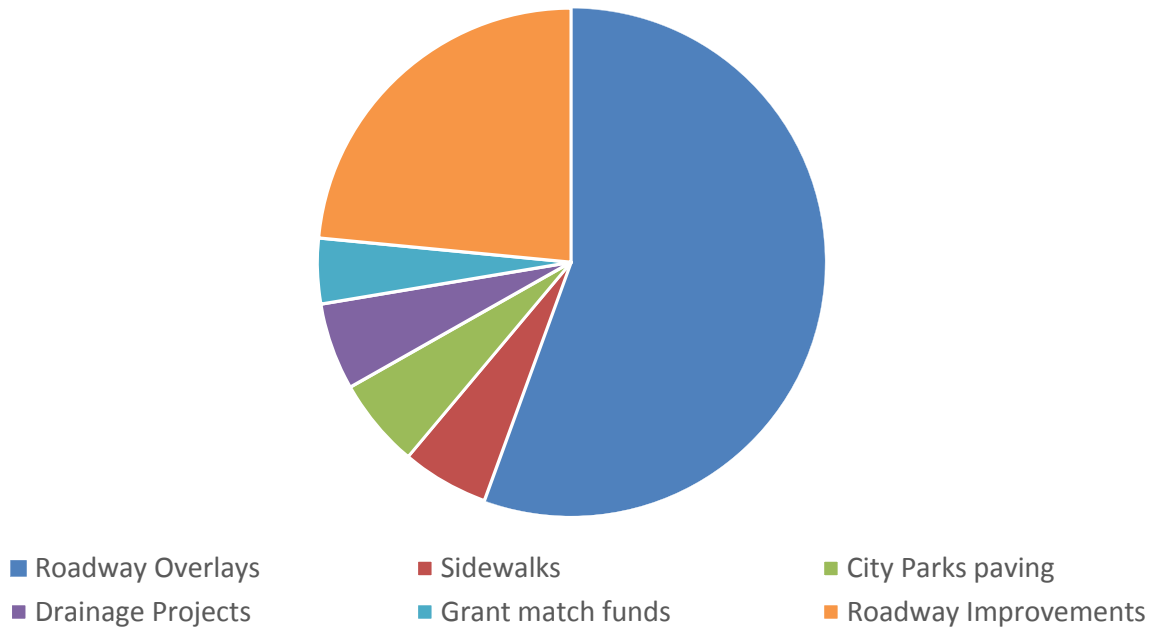
CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 W. MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

4 YEAR PROJECT LIST ALLOCATION AND OVERALL BUDGET

10/30/2017

PROJECT CATEGORY	ALLOCATION	
Street Overlay Projects- \$1 Million per year for 4 years	\$4,000,000.00	56%
Sidewalk Projects- \$100,000 per year for 4 years	\$400,000.00	6%
Park and Recreation Parking Lot Improvements	\$410,000.00	6%
Drainage Improvement Projects- \$100,000 per year for 4 years	\$400,000.00	6%
Local Match for Grant funded projects- \$75,000 per year for 4 years	\$300,000.00	4%
Capital Roadway Improvements and Planning	\$1,690,000.00	23%
	\$7,200,000.00	100%

4 Year Project List Allocation





CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

ROADWAY IMPROVEMENT LISTING

Revision 1 : 10/24/2017

PRIORITY	SHORT-TERM CONSTRUCTION, DESIGN AND PLANNING PROJECTS	DESCRIPTION	ESTIMATED COST
1	Lynn Lane Turn Lane	Installation of a left turn lane on Lynn Ln at Sportsplex, signalization and left turn exiting sportsplex	\$380,000.00
2	Stark Road Turn Lane	Installation of a left turn lane on Hollywood Drive and signalization	\$350,000.00
3	Collegeview Improvements	Roadway widening and pedestrian connection from MSU to Nash/ Herbert Streets	\$325,000.00
4	Lynn Ln/ Industrial Park Intersection	Installation of a left turn lane on Lynn Ln at Industrial Park Road	\$150,000.00
5	Signalization Improvements- PH 1A	Video detection and mast-arm improvements	\$150,000.00
6	Hospital Rd Extended Roadway Planning & Surveys	Extension of Hospital Road (approx. 6100') in a westerly direction to terminate into Highway 25	\$100,000.00
	Stark Rd Extended Roadway Planning & Surveys	Extension of Stark Road (approx. 4800') in a northerly direction to terminate into Hospital Ext.	
7	Fellowship Drive Improvements	Roadway and drainage improvements to create pedestrian connection from Russell to University	\$135,000.00
8	S. Montgomery Improvements- PH 1- Survey and Design	Perform surveying, environmental, and design of Phase 1 Improvements per 2010 Traffic study	\$100,000.00
Total of (8) Prioritized Projects Costs			\$1,690,000.00

	ADDITIONAL LONG TERM PROJECTS	DESCRIPTION	ESTIMATED COST
	Stark Road Improvements- PH 1	Provide left turn lanes at primary intersections	\$1,000,000.00
	Signalization Improvements- PH 1B	Video detection and mast-arm improvements	\$230,000.00
	South Montgomery widening	Roadway improvements per 2010 Study- Roadway widening and pedestrian improvements	\$3,300,000.00
	Stark Road widening	Roadway widening and pedestrian improvements	\$2,900,000.00
	Signalization Improvements- PH 2	Video detection (3 locations) and 5 mast-arm signal improvements	\$720,000.00
Remaining Projects Costs			\$9,840,000.00

*Costs are conceptual in nature and may vary significantly based on unknown details at this time including ROW acquisition, environmental mitigation, and unique site characteristics

HISTORIC

STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE

ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE- 2017 STREET IMPROVEMENT PROGRAM												
10/24/2017												
Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 1												
Banyan	Montgomery	Laurel Hill	1100	28	Patching, Overlay	24	282	\$5,208	\$29,645	-	\$34,853	
Bluefield	Prev. overlay	City limits	2466	28	Patching, Overlay	22	633	\$6,135	\$66,459	-	\$72,594	
Crossgate	G.T. Thames	End of Boulevard	1130	26	Patching, Overlay	27	269	\$5,600	\$28,278	-	\$33,878	
Dunbrook	Montgomery	Briarwick	1150	31	Patching, Overlay	28	327	\$5,743	\$34,313	-	\$40,056	
Garrard	Reed	Hwy 25	5721	22	Patching, Overlay, Striping	115	1154	\$17,422	\$121,142	\$27,088	\$165,653	
Garrard	Parker McGill	Hwy 12	860	24	Patching, Overlay, Striping	19	189	\$4,529	\$19,866	\$4,072	\$28,467	
Greer	Crossgate	Cul-de-sac	175	30	Patching, Overlay	5	48	\$2,643	\$5,053	-	\$7,696	
Laurel Hill	Greenbriar	Banyan	380	28	Patching, Overlay	10	98	\$3,304	\$10,241	-	\$13,545	
Long	Westside	Carver	1500	26	Patching, Overlay (2 Ln), Striping	36	358	\$6,779	\$37,538	\$15,000	\$59,316	
Louisville	Prev. overlay	City limits	5024	31	Patching, Overlay, Striping	24	1428	\$5,208	\$149,904	\$23,788	\$178,900	
Old West Point	Bridge End pavements (6)		150	28	Overlay, Striping	-	39	-	\$9,043	\$710	\$9,753	
Lynn	Montgomery	Louisville	4060	24	Patching, Overlay, Striping	24	893	\$13,208	\$93,786	\$19,223	\$126,218	
Pine Ridge	Cul-de-sac	Cul-de-sac	384	26	Patching, Overlay	9	92	\$3,223	\$9,610	-	\$12,833	
Santa Anita	Montgomery	Jackson	1489	26	Patching, Overlay, Striping	35	355	\$6,744	\$37,262	\$7,050	\$51,056	
Shadowood	Montgomery	Pine	650	28	Patching, Overlay	17	167	\$4,230	\$17,518	-	\$21,748	
Strange	Hospital	Carver	466	33	Patching, Overlay, Striping	14	141	\$3,884	\$14,801	\$2,206	\$20,892	
Milling Existing roadways (approx. 33%)			15071	Sq. Yd.	-	-	-	-	-	-	\$60,282	
		Total	5.06	miles							Testing 1.0%	\$9,377
											Contingency 4%	\$37,510
											Subtotal Priority 1	\$984,627

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 2												
Brandon	Hospital	Carver	475	33	Patching, Overlay, Striping	14	144	\$3,921	\$15,087	\$2,249	\$21,257	
Broad	Old West Point	Hillside	308	28	Patching, Overlay	8	79	\$3,057	\$8,301	-	\$11,357	
Canna	Base Failures- multiple locations		-	-	Patching only	50	0	\$11,684	\$0	-	\$11,684	
Cherokee	Hiwassee	Dead End	650	28	Patching, Overlay	17	167	\$4,230	\$17,518	-	\$21,748	
Cotton Row	S. Nash	Maxwell	678	24	Patching, Overlay	15	149	\$3,994	\$15,662	-	\$19,656	
Fairfield	Montgomery	Cul-de-sac	810	28	Patching, Overlay	21	208	\$4,779	\$21,830	-	\$26,609	
Gillespie	Montgomery	Jackson	1060	32	Patching, Overlay, Striping	31	311	\$6,156	\$32,648	\$10,600	\$49,404	
Greenbriar	Montgomery	Brook	1670	28	Patching, Overlay	43	429	\$7,730	\$45,007	-	\$52,736	
Highland Estates	Base Failures- multiple locations		-	-	Leveling & Patching only	50	0	\$11,684	\$0	-	\$11,684	
Lafayette	Gillespie	Lampkin	1327	21	Patching, Overlay	26	255	\$5,415	\$26,822	-	\$32,237	
Lampkin	Washington	Meigs	290	38	Patching, Overlay, Striping	10	101	\$3,350	\$10,607	\$2,900	\$16,857	
Louisville	Camden	Greensboro	1763	24	Patching, Overlay, Striping	39	388	\$7,185	\$40,725	\$8,348	\$56,258	
Lydia	Montgomery	Cul-de-sac	463	28	Patching, Overlay	12	119	\$3,589	\$12,478	-	\$16,066	
Lynn	Industrial	Louisville	4895	24	Patching, Overlay, Striping	24	1077	\$5,208	\$113,075	\$23,177	\$141,460	
Mallory	Clements	Tomlinson	850	28	Patching, Overlay	22	218	\$4,916	\$22,908	-	\$27,824	
Montgomery	Lynn	Locksley	1070	52	Patching, Overlay, Striping	48	480	\$8,416	\$53,554	\$10,700	\$72,670	
Montgomery	Hwy 12	Gillespie	1263	25	Patching, Overlay, Striping	29	289	\$5,869	\$30,391	\$5,980	\$42,240	
Montgomery	Hogan	Lampkin	620	30	Patching, Overlay, Striping	17	171	\$4,279	\$17,903	\$2,936	\$25,117	
Navajo	Apache	Apache	230	15	Patching, Overlay	3	32	\$2,423	\$3,321	-	\$5,743	
Old West Point	Hwy 182	University	862	26	Patching, Overlay	21	205	\$4,746	\$21,572	-	\$26,318	
Pinewood	Montgomery	Briarwick	1150	28	Patching, Overlay	30	295	\$5,946	\$30,993	-	\$36,938	
Pondersa	Maple Drive Intersection		400	28	Patching, Overlay	10	103	\$3,372	\$10,780	-	\$14,152	
Shadowood	Base Failures- multiple locations		-	-	Patching only	90	0	\$17,031	\$0	-	\$17,031	
Shawnee	Apache	Apache	230	15	Patching, Overlay	3	32	\$2,423	\$3,321	-	\$5,743	
Sycamore	Chestnut	Willow	796	27	Patching, Overlay	20	197	\$4,634	\$20,686	-	\$25,320	
Ward	Prev. overlay	Mckinley	692	20	Patching, Overlay	13	127	\$3,696	\$13,321	-	\$17,017	
Yellowjacket	Jackson	Montgomery	1200	24	Patching, Overlay	26	264	\$5,529	\$27,720	-	\$33,249	
Citywide roadway striping- locations where striping has faded			-	-	Striping only	-	-	-	-	\$15,000	\$15,000	
Milling Existing roadways (approx. 33%)			19408	Sq. Yd.	-	-	-	-	-	-	\$77,634	
		Total	4.50	miles							Testing 1.0%	\$21,165
											Contingency 4%	\$84,660
											Subtotal Priority 2	\$1,036,832

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 3												
Bellwood	Shadowood	Cul-de-sac	765	28	Patching, Overlay	20	196	\$4,625	\$20,617	-	\$25,241	
Birch	Prev. overlay	Persimmon	160	28	Patching, Overlay	4	41	\$2,549	\$4,312	-	\$6,861	
C.C. Clark	Miley	Dead End (south)	595	26	Patching, Overlay	24	142	\$5,208	\$14,890	-	\$20,098	
Canterbury	Base Failures- multiple locations		-	-	Leveling & Patching only	90	0	\$14,031	\$0	-	\$14,031	
Collegeview	Nash	Hwy 12 ROW	1560	28	Patching, Overlay, Striping	40	400	\$7,352	\$42,042	\$7,386	\$56,781	
Colonial Circle	Countryside	Colonial Cir (east)	2050	28	Patching, Overlay	53	526	\$9,033	\$55,248	-	\$64,281	
Edgewood	Critz	Cul-de-sac	2618	28	Patching, Overlay	67	672	\$10,982	\$70,555	-	\$81,537	
Evergreen	Santa Anita	Critz	878	24	Patching, Overlay	19	193	\$4,582	\$20,282	-	\$24,864	
Grand Ridge	Montgomery	Briarwick	1151	28	Patching, Overlay	30	295	\$5,949	\$31,019	-	\$36,968	
Howard	Montgomery	Pine	2171	20	Patching, Overlay	40	398	\$7,320	\$41,792	-	\$49,112	
Huntington	Prev. overlay (Dover)	Prev. overlay (Chelsea)	692	28	Patching, Overlay	18	178	\$4,374	\$18,649	-	\$23,024	
Lindbergh	Hwy 12	Scales	1570	36	Patching, Overlay	52	518	\$8,926	\$54,401	-	\$63,326	
Long	Westside	Hwy 182	1955	25	Patching, Overlay, Striping	45	448	\$7,989	\$47,042	\$9,257	\$64,288	
Louisville	Camden	Hwy 12	1105	24	Patching, Overlay, Striping	24	243	\$5,250	\$25,526	\$5,232	\$36,007	
Mangrove Palm	Plum	Dogwood	1246	28	Patching, Overlay	32	320	\$6,275	\$33,580	-	\$39,855	
McKinley	McKee	Lindbergh	474	17	Patching, Overlay	7	74	\$2,987	\$7,756	-	\$10,743	
Mohawk	Prev. overlay	Eutaw	900	23	Patching, Overlay	19	190	\$4,536	\$19,924	-	\$24,460	
N. Montgomery	Critz	Greenfield	1338	30	Patching, Overlay, Striping	37	368	\$6,919	\$38,635	\$13,380	\$58,933	
N. Rosebud	Greenbriar	Dead End	328	28	Patching, Overlay	8	84	\$3,125	\$8,840	-	\$11,965	
Persimmon	Birch	Redbud	592	28	Patching, Overlay	15	152	\$4,031	\$15,954	-	\$19,986	
Scales	Washington	Louisville	1607	26	Patching, Overlay	38	383	\$7,120	\$40,215	-	\$47,335	
Setter	Brittney	Dead End	650	28	Patching, Overlay	17	167	\$4,230	\$17,518	-	\$21,748	
Seville	Bonnie	Cross-drain	878	22	Patching, Overlay	18	177	\$4,367	\$18,592	-	\$22,959	
Spruce	Plum	Douglas McArthur	1180	28	Patching, Overlay	30	303	\$6,049	\$31,801	-	\$37,850	
Spruill Ind. Park	Lynn	Industrial	1400	25	Patching, Overlay, Striping	32	321	\$6,289	\$33,688	\$6,629	\$46,605	
Milling Existing roadways (approx. 33%)			17352	Sq. Yd.	-	-	-	-	-	-	\$69,407	
		Total	5.28	miles							Testing 1.0%	\$9,783
											Contingency 4%	\$39,131
											Subtotal Priority 3	\$1,027,177

HISTORIC

STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE

ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 4												
Broad	Oktibbeha	Old West Point	906	28	Patching, Overlay	23	233	\$5,108	\$24,417	-	\$29,525	
Carver	Hiwassee	Dead End (east)	1487	28	Patching, Overlay	38	382	\$7,102	\$40,075	-	\$47,176	
Cherry	Bridle path	Woodlawn	957	20	Patching, Overlay	18	175	\$4,345	\$18,422	-	\$22,768	
City Alley	Washington	Lampkin	424	20	Patching, Overlay	8	78	\$3,039	\$8,162	-	\$11,201	
City Parking Lot	Lampkin Street		130	130	Patching, Overlay, Striping, Islands	21	209	\$5,347	\$16,266	\$8,000	\$29,613	
Country Club Road	Montgomery	Dead End	2157	18	Patching, Overlay	36	356	\$6,758	\$37,370	-	\$44,128	
Dunlap	Shadowood	Dead End	1035	28	Patching, Overlay	27	266	\$5,551	\$27,893	-	\$33,444	
Gladney	Whitfield	Greensboro	750	16	Patching, Overlay	11	110	\$3,470	\$11,550	-	\$15,020	
Hancock	Spring	Previous overlay	772	29	Patching, Overlay, Striping	21	205	\$4,743	\$21,548	\$3,655	\$29,947	
Hogan	Russell	Montgomery	589	26	Patching, Overlay	14	140	\$3,876	\$14,740	-	\$18,616	
Imes	Howard	Cul-de-sac	805	19	Patching, Overlay	14	140	\$3,874	\$14,721	-	\$18,596	
Jackson	Hwy 12	Yellowjacket	530	32	Patching, Overlay, Striping	16	155	\$4,078	\$16,324	\$5,300	\$25,702	
Josey	Lindbergh	Mckee	1545	20	Patching, Overlay	28	283	\$5,786	\$29,741	-	\$35,528	
Kirkside	Shadowood	Concrete roadway	1000	28	Patching, Overlay	26	257	\$5,431	\$26,950	-	\$32,381	
Logan	Lynn	Lynn	1091	28	Patching, Overlay	28	280	\$5,743	\$29,402	-	\$35,146	
Montgomery	Gillespie	Hogan	1088	26	Patching, Overlay, Striping	26	259	\$5,466	\$27,227	\$5,152	\$37,845	
Nottingham	Montgomery	Lincoln Green	1297	34	Patching, Overlay, Striping	40	404	\$7,404	\$42,444	\$12,970	\$62,818	
Pear	Banyan	Cul-de-sac	200	28	Patching, Overlay	5	51	\$2,686	\$5,390	-	\$8,076	
Rockhill	Garrard	Hwy 82 overpass	3907	24	Patching, Overlay, Striping	86	860	\$13,490	\$90,252	\$18,499	\$122,241	
S. Nash	University	Lummus	898	30	Patching, Overlay	25	247	\$5,301	\$25,930	-	\$31,231	
S. Washington	RR Bridge	Gillespie	770	26	Patching, Overlay	18	184	\$4,453	\$19,269	-	\$23,722	
Sycamore	Walnut (west)	Dead End	711	28	Patching, Overlay	18	182	\$4,439	\$19,161	-	\$23,601	
Tanglewood	Edgewood	Cul-de-sac	380	28	Patching, Overlay	10	98	\$3,304	\$10,241	-	\$13,545	
Tea Rose	Greenbriar	Cul-de-sac	350	28	Patching, Overlay	9	90	\$3,201	\$9,433	-	\$12,633	
Vine	Gillespie	Highway 12	1260	28	Patching, Overlay, Striping	32	323	\$6,323	\$33,957	\$5,966	\$46,246	
Washington	Main	Lampkin	336	44	Patching, Overlay, Striping	14	136	\$3,812	\$14,230	\$3,360	\$21,401	
West Bound	Crossgate	Southward	1394	28	Patching, Overlay	36	358	\$6,783	\$37,568	-	\$44,351	
Milling Existing roadways (approx. 33%)			16416	Sq. Yd.	-	-	-	-	-	-	\$65,665	
		Total	5.07	miles							Testing 1.0%	\$9,422
											Contingency 4%	\$37,687
											Subtotal Priority 4	\$989,273

Street Project	Project Limits		Length	Width	Work Type	Est. Base/ Leveling (tons)	Estimated Surface (tons)	Estimated Base/ Leveling Cost	Estimated Surface Cost	Estimated Striping Cost	Project Estimated Cost	
	(from)	(to)										
ROADWAY MAINTENANCE PROJECTS-PRIORITY 5												
Airport	Miley - Dead End Multiple Base Failures		-	-	Leveling & Patching only	180	0	\$29,061	\$0	-	\$29,061	
Aztec	Natchez	Pontotoc	805	20	Patching, Overlay	15	148	\$6,973	\$15,496	-	\$22,469	
Cedar	Hillside	New section	1385	18	Patching, Overlay	23	229	\$5,055	\$23,995	-	\$29,050	
Crossgate	Hwy 12	Boulevard section	1166	28	Patching, Overlay	30	299	\$6,001	\$31,424	-	\$37,424	
Curry	DL Connor	Hwy 389	783	22	Patching, Overlay	16	158	\$4,111	\$16,580	-	\$20,691	
Evergreen	Greenfield	Santa Anita	485	50	Patching, Overlay, Striping	22	222	\$4,971	\$23,341	\$4,850	\$33,162	
Garrard	Babylon - Hwy 25 Multiple Base Failures		-	-	Leveling & Patching only	120	0	\$21,041	\$0	-	\$21,041	
Gillespie	Louisville	Washington	1607	27	Patching, Overlay	40	398	\$7,317	\$41,762	-	\$49,079	
Gillespie	Spring	Russell	697	28	Patching, Overlay, Striping	18	179	\$4,391	\$18,784	\$6,970	\$30,146	
Green Hill	Montgomery	Dead End	910	28	Patching, Overlay	23	234	\$5,122	\$24,525	-	\$29,647	
Helen	Lynn	Lynn	3100	28	Patching, Overlay	80	796	\$12,636	\$83,545	-	\$96,181	
Lampkin	Russell	Fellowship	482	30	Patching, Overlay, Striping	13	133	\$3,772	\$13,918	\$2,282	\$19,972	
Montgomery	Hwy 12	Locksley	2181	37	Patching, Overlay, Striping	74	740	\$11,888	\$77,671	\$10,327	\$99,886	
Nelson	Hwy 12	Canal	330	28	Patching, Overlay, Striping	8	85	\$3,132	\$8,894	\$1,563	\$13,588	
North Lane	Northside	Cul-de-sac	284	28	Patching, Overlay	7	73	\$5,974	\$7,654	-	\$13,628	
Pin Oak	Ave of Patriots	Prev. overlay	2334	28	Patching, Overlay	60	599	\$10,008	\$62,901	-	\$72,909	
Sand	Base Failures- multiple locations		-	-	Leveling & Patching only	120	0	\$21,041	\$0	-	\$21,041	
South Lane	Northside	Cul-de-sac	271	28	Patching, Overlay	7	70	\$5,930	\$7,303	-	\$13,233	
Spring	Russell	Hwy 12	2020	44	Patching, Overlay, Striping	81	815	\$12,891	\$85,547	\$20,200	\$118,638	
Vine	Hwy 12	Yellowjacket	813	26	Patching, Overlay	19	194	\$4,590	\$20,345	-	\$24,935	
West Main	Cushman	Raymond	556	24	Patching, Overlay	12	122	\$3,635	\$12,844	-	\$16,479	
West Main	Jones	Hwy 182	1458	18	Patching, Overlay	24	241	\$8,216	\$25,260	-	\$33,476	
Windsor	Seville	Arrow	1302	18	Patching, Overlay	21	215	\$4,872	\$22,557	-	\$27,429	
Milling Existing roadways (approx. 33%)			14593	Sq. Yd.	-	-	-	-	-	-	\$58,372	
			Total	4.35	miles					Testing 1.0%	\$9,315	
											Contingency 4%	\$37,261
											Subtotal Priority 5	\$978,112



THE CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

CITY OF STARKVILLE- DRAINAGE IMPROVEMENT PROJECTS

Project List and Cost Estimate- rev. 13

10/24/2017

DRAINAGE IMPROVEMENT PROJECTS									
Drainage Project	Project Limits		Length	Bottom Width	Work Type	Concrete Ditch Cost	Erosion Matting/ Rip Rap	Storm Drainage Cost	Project Estimated Cost
Location	(from)	(to)							
Green St.	Jackson Street	SOCSD property	160	5	Improvements II-V per engineering study	-	-	\$21,620	\$21,620
Eckford Dr.	Near intersection of Yellowjacket		224	-	Install Inlets and pipe	-	-	\$50,517	\$50,517
Central Ave.	Central Ave	Rear property lines (north)	160	5	Concrete channel for 40', Reshaping and Rip Rap remainder	\$21,500	\$33,186	-	\$54,686
Broad St. (east)	Near intersection of Old West Point		120	6	Remove undersized pipe, Concrete channel	\$16,800	-	\$2,000	\$18,800
Plum Road	Curve in road near 2108 Plum Rd.		27	-	Installation of Inlet, Replace ex. Inlet, Replace Storm Pipe	-	-	\$8,000	\$8,000
Elm Place	Intersection of Chestnut St.		-	-	Inlet retrofit (2)	-	-	\$7,000	\$7,000
S. Washington St.	Near intersection of Gillespie St.		680	3	Retrofit 2 inlets, replace undersized pipe	-	-	\$14,142	\$14,142
Kirkside Dr.	Briarwick	Ex. concrete channel	680	3	Install 3' wide concrete flume	\$29,460	-	-	\$29,460
Reed Rd.	Intersection of Hospital, Peoples Streets		-	-	Inlet retrofit (2)	-	-	\$7,000	\$7,000
Canterbury Rd.	Near address at 120		150	-	Replace failing storm drainage line	-	-	\$10,500	\$10,500
Northgate St.	Northgate Rd.	Walden Rd.	680	3	Install 3' wide concrete flume	\$12,120	-	\$2,000	\$14,120
Yorkshire Rd.	Intersection of Nottingham, Sherwood Roads		-	-	Inlet retrofit (3), concrete swale	\$3,500	-	\$9,000	\$12,500
Yellowjacket Dr.	Intersection of Jackson St.		-	-	Inlet retrofit (4)	-	-	\$14,000	\$14,000
Pin Oak St.	Near intersection of Cottonwood Rd.		120	-	Remove/Replace concrete curb and gutter	\$4,500	-	\$9,000	\$13,500
Helen Cir.	Curve in road near 214 Helen Cir.		-	-	Inlet retrofit (2)	-	-	\$7,000	\$7,000
Stonegate Rd.	Willow Bend Rd.	Rear prop line	200	2	Concrete Bottom	\$6,900	-	-	\$6,900
Fairfield / Sheffield	Near intersection of Montgomery Street		33	22	Concrete section of roadway for drainage	-	-	\$19,000	\$19,000
West Main/ Beattie	Existing inlets in West Main/Beattie neighborhood		-	-	Inlet retrofits and stormwater capture improvements	-	-	\$9,000	\$9,000
Maple St.	Phase 2	Stark Rd.	370	8	Remove existing Culvert, Concrete Bottom Ditch	\$77,000	-	-	\$77,000
Total projects in subtotal: 19							Contingency		\$5,255
							Subtotal Drainage Projects Estimate		\$400,000
Old West Point Rd.	Bridge just south of Garrard Road		-	-	Bridge Replacement	-	-	-	\$250,000
Colonial Hills II	Shadowood Rd.	Parallelling Shadowood	800	4	Concrete Bottom, Permanent Erosion Matting	\$42,688	\$39,378	-	\$82,066
Green St. (east)	Rear prop. line- Green St.	Rear prop. line- Montgomery	350	2	Concrete Bottom, Permanent Erosion Matting	\$10,063	\$17,228	-	\$27,290
Walnut Rd.	Peach St.	Walnut +300'	990	4	Concrete Bottom, Permanent Erosion Matting	\$26,064	\$6,600	-	\$32,664
Ave. of Patriots	Ave. of Patriots	Nathan Hale Rd.	250	2.5	Inlet Modifications and Pipe Replacement	-	-	\$15,000	\$15,000
Hollis III	Highway 12	Yellowjacket	750	5	Reshaping, Rip Rap, Replace concrete	-	\$174,000	-	\$174,000
Colonial Hills	S. Montgomery St.	Ex. headwall	850	-	Replacement of double 36" pipe	-	-	\$350,094	\$350,094

Total projects remaining: 7

Total Drainage Projects Estimate	\$1,325,859
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HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
CITY OF STARKVILLE
ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

17059- COST ESTIMATE FOR PARK AND RECREATION ASPHALT IMPROVEMENTS

10-27-17

J.L. King Park Improvements

Description	Estimated Cost
Access Road & Parking Lot North of J.L. King Park (Overlay and Striping)	\$47,586.25
Parking Lot on Long Street (Crack Sealing, Seal Coat and Striping)	\$6,367.59
Parking Lot on J.W. Mosley Drive (Crack Sealing, Seal Coat and Striping)	\$6,367.59

Estimated Project Total = \$60,321.44

McKee Park Improvements

Description	Estimated Cost
East Section of McKee Park (Overlay and Striping)	\$91,726.32
West Section of McKee Park (Overlay and Striping)	\$81,167.73
Northwest Section of McKee Park (Overlay and Striping)	\$14,502.16

Estimated Project Total = \$187,396.21

Moncrief Park Improvements

Description	Estimated Cost
Moncrief Park (Overlay and Striping)	\$53,149.45

Estimated Project Total = \$53,149.45

Sportsplex Parking Lot Improvements

Description	Estimated Cost
South Parking Lot of Sportsplex (Overlay and Striping)	\$108,392.86

Estimated Project Total = \$108,392.86

Estimated Project Total for All Improvements = \$409,259.96



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

AGENDA ITEM DEPT.: Administration
AGENDA DATE: November 7, 2017
PAGE: 1

SUBJECT: Consideration of approving the six (6) month extension on the sale of the lagoon located on Highway 12 bypass.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Board approved the sale of the lagoon

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill or Chris Latimer

SUGGESTED MOTION:

Move approval of the six (6) month extension of the contract of sale for the lagoon located on Highway 12 Bypass.



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 11-7-2017
PAGE: 1 of 4

SUBJECT: Consideration of entering into a Paying Agent Agreement with Whitney Bank d/b/a Hancock Bank, for the \$7,000,000 General Obligation Taxable Development Bonds, Series 2017.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

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

FOR MORE INFORMATION CONTACT:
City Attorney Chris Latimer or Brad Davis, Special Counsel, Jones Walker, LLP.

SUGGESTED MOTION: Move approval of the authorization to enter into Paying Agent Agreement with Whitney Bank d/b/a Hancock Bank, for the \$7,000,000 General Obligation Taxable Development Bonds, Series 2017.

PAYING AGENT AGREEMENT

CITY OF STARKVILLE, MISSISSIPPI

\$7,000,000 GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS,
SERIES 2017

DATED DATE – OCTOBER 1, 2017
CLOSING DATE – OCTOBER 12, 2017

Whitney Bank d/b/a Hancock Bank, Gulfport, Mississippi (the "Bank"), hereby acknowledges receipt of and has reviewed the Bond Resolution adopted July 27, 2017, by the Mayor and Board of Alderman of the City of Starkville, Mississippi (the "Governing Body" of the "City"), wherein the duties of the paying agent, registrar, and transfer agent (the "Paying Agent") for the \$7,000,000 General Obligation Taxable Development Bonds, Series 2017 (the "Bonds") of the City are set out and hereby accepts said designation as Paying Agent for the Bonds pursuant to the provisions of the Bond Resolution.

A copy of the Bank's schedule of compensation which details its current bond registrar/transfer/paying agent fees is attached as **Attachment A**. However, the Bank reserves the right to adjust the fees upon thirty (30) days prior written notice to the Governing Body of the City.

This, the ___ day of October, 2017.

Whitney Bank d/b/a Hancock Bank,
Gulfport, Mississippi, As Paying Agent



Susan R. Tsimortos
Senior Vice President and Trust Officer

The foregoing Agreement concerning the City of Starkville, Mississippi, \$7,000,000 General Obligation Taxable Development Bonds, Series 2017 has been accepted by the Governing Body of the City.

This, the ___ day of October, 2017.

Mayor
City of Starkville, Mississippi

City Clerk
City of Starkville, Mississippi

Attachment A
Fee Schedule – Bank



Corporate Trust Fee Schedule Paying Agent, Transfer Agent and Registrar Services

Baton Rouge Gulfport Jackson New Orleans Orlando

Acceptance

New Issue Document Review, Account Acceptance and Set-up
Payable at Closing \$1,600.00

Administration

Minimum Semi-annual Fee \$200.00
Minimum Semi-annual Regulatory Fee \$50.00

Paying Agent Services

Principal or Interest Payments per CUSIP number \$1.50 each
Minimum Semi-annual Fee \$200.00

Transfer Agent Services

Certificates Issued or Cancelled \$3.00 each
Minimum Semi-annual Fee \$175.00

Registrar Services

Holder Accounts Maintained During Billing Period \$3.00 each
Minimum Semi-annual Fee \$175.00

Miscellaneous Activity

Audit Confirmations \$50.00 each
Legal Transfers \$20.00 each
IRS Form 1099B \$1.50 each
Holder List \$150.00 each

Optional Redemptions

Each Optional Redemption \$750.00 each

Investments for Reserve Funds, Sinking Funds or Construction Funds

Each purchase, sale, maturity, free receipt or free delivery of securities \$35.00

Account Opening and Maintaining Costs of Issuance Account

Account opening, document review and disbursement of issuance costs \$150.00

Out-of-Pocket Expenses and Extraordinary Services

If the bank is required to perform unusual or extraordinary services, including participation in litigation, reasonable compensation commensurate with the services, time, work and responsibility involved will be charged.

All out-of-pocket expenses, including but not limited to counsel fees, other agent's fees, accountant's fees, cost of special supplies required, postage and insurance will be charged in addition to the regular compensation. Fees will be billed and payable semiannually in arrears. This schedule of fees is subject to change without advance notice.



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 11-7-2017
PAGE: 1 of 5

SUBJECT: Consideration of a Resolution declaring the intention of the Mayor and Board of Aldermen of the City Of Starkville, Mississippi, to issue General Obligation Public Improvement Bonds of the municipality, issue a General Obligation Public Improvement Bond of the municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development Bank, all in the maximum principal amount of seven million five hundred thousand dollars (\$7,500,000), in one or more series, to raise money for the purpose of establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; directing publication of notice of such intention; and related purposes.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

A RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, TO ISSUE GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE MUNICIPALITY, ISSUE A GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND OF THE MUNICIPALITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK, OR ENTER INTO A LOAN AGREEMENT WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000), IN ONE OR MORE SERIES, TO RAISE MONEY FOR THE PURPOSE OF ESTABLISHING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND REPAIRING, IMPROVING AND EXTENDING THE SAME; PROTECTING THE MUNICIPALITY, ITS STREETS AND SIDEWALKS FROM OVERFLOW, CAVING BANKS AND OTHER LIKE DANGERS; PLANNING, CONSTRUCTING, IMPROVING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS OR PUBLIC PARKING FACILITIES, AND PURCHASING LAND THEREFOR AND/OR PURCHASING STREET TRAFFIC CONTROL DEVICES AND SIGNALIZATION; CONSTRUCTING BRIDGES AND CULVERTS; ALTERING OR CHANGING THE CHANNELS OF STREAMS AND WATER COURSES TO CONTROL, DEFLECT OR GUIDE THE CURRENT THEREOF; DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION; AND RELATED PURPOSES.

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

1. The Municipality is authorized by Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), to issue the general obligation public improvement bonds hereinafter proposed to be issued for the purposes hereinafter set forth, for which purposes there are no other available funds on hand.

2. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Forty-Two Million Four Hundred Seventy-Five Thousand Six Hundred Twenty-Two Dollars (\$242,475,622); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by the Municipal Improvements Act, in the amount of Nineteen Million Three Hundred Ninety-Five Thousand Dollars (\$19,395,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Twenty-Three Million Two Hundred Forty-Six Thousand Six Hundred Sixty-Seven Dollars (\$23,246,667); the issuance of the Bonds, the Qualified Obligation, or the Loan, hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both

bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

3. It is necessary and in the public interest to issue general obligation public improvement bonds of the Municipality in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "Bonds") to raise money for the purpose of establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof (the "Authorized Purpose").

4. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Improvements Act, and other applicable laws of the State of Mississippi (the "State"), the Municipality is authorized to undertake activities for the Authorized Purpose, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing a general obligation public improvement bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") or entering into a loan agreement and obtaining a loan from the Bank (the "Loan").

5. The amount of the Bonds, the Qualified Obligation, or the Loan, shall not exceed the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), in one or more series.

6. The Municipality reasonably expects that it will incur expenditures for the Authorized Purpose for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Authorized Purpose made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

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

SECTION 1. This resolution is adopted pursuant to the Municipal Improvements Act, the Bank Act, and other applicable laws of the State.

SECTION 2. The Bonds will be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof.

SECTION 3. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the Municipal Improvements Act and the Bank Act, or enter into the Loan with the Bank pursuant to the Municipal Improvements Act and the Bank Act, in one or more series, all in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the Authorized Purpose.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with the proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, December 5, 2017, at 5:30 o'clock p.m. Pursuant to the Municipal Improvements Act and the Bank Act, if a petition signed by not less than ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500), whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of two (2) years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than seven (7) days prior to such date.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

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

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Patrick Miller	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 7th day of November, 2017.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Publication Instructions:

The Starkville Daily News

November 15 2017; November 22, 2017; and November 29, 2017



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 11-7-2017
PAGE: 1 of 11

SUBJECT: Consideration of a Resolution authorizing and approving the engagement of certain professionals to assist with the issuance of General Obligation Public Improvement Bonds, in one or more series, of the City of Starkville, Mississippi, in the maximum principal amount of seven million five hundred thousand dollars (\$7,500,000) to raise funds for the authorized purposes; and for related purposes.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

ldh

RESOLUTION AUTHORIZING AND APPROVING THE ENGAGEMENT OF CERTAIN PROFESSIONALS TO ASSIST WITH THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS, IN ONE OR MORE SERIES, OF THE CITY OF STARKVILLE, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE FUNDS FOR THE AUTHORIZED PURPOSES; AND FOR RELATED PURPOSES.

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

1. It is necessary, advisable, and in the best interest of the Municipality and its inhabitants to issue general obligation public improvement bonds of the Municipality in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "Bonds") for the authorized purposes.
2. The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Bonds.

NOW, THEREFORE, be it resolved by the Governing Body, acting for and on behalf of the Municipality, as follows:

SECTION 1. The Municipality and the professionals herein engaged are hereby authorized to proceed with the preparation for the issuance of the Bonds in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. In connection with the engagement of Government Consultants, Inc., Madison, Mississippi, to serve as Municipal Advisor, the Mayor and/or the City Clerk are hereby authorized, acting for and on behalf of the Municipality, to execute the Independent Registered Municipal Advisor Representation letter, attached hereto as **Attachment A**.

SECTION 3. The Municipality hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel in connection with the issuance of the Bonds, by execution of the letter of engagement attached hereto as **Attachment B**.

SECTION 4. The Municipality hereby affirms the engagement of Christopher J. Latimer, Esq, of the law firm of Mitchell, McNutt & Sams, P.A., Starkville, Mississippi, to serve as Counsel to the Municipality in connection with the issuance of the Bonds.

SECTION 5. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds.

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

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Patrick Miller	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the _____ day of _____, 2017.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

ATTACHMENT A
IRMA REPRESENTATION LETTER
FOR
MUNICIPAL ADVISOR



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gems@gc-ms.net

November 7, 2017

Mayor and Board of Aldermen
City of Starkville, Mississippi
101 E. Lampkin Street
Starkville, Mississippi 39759

Re: City of Starkville, Mississippi
Not to Exceed \$7,500,000 City of Starkville, Mississippi General Obligation Public Improvement Bonds, Series 2018; OR
Not to Exceed \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2018 (City of Starkville, Mississippi General Obligation Public Improvement Bond / Project) (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing you to provide certain disclosures to you as representative of the City of Starkville, Mississippi (the "Issuer" or "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer or Obligor for the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer or Obligor. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer or Obligor. The underwriter, if any, has financial and other interests that differ from the Issuer or Obligor, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer or Obligor.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer or Obligor.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer or Obligor. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer or Obligor.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer or Obligor. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer or Obligor.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer or Obligor and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer or Obligor.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer or Obligor as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer or Obligor and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's or Obligor's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer or obligor. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer or Obligor pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer or Obligor. The Issuer or Obligor promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Bonds will be offered as federally taxable obligations.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's or Obligor's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or Obligor or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer or Obligor in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer or Obligor, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 
Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature Date

Lynn Spruill, Mayor, City of Starkville, Mississippi
Authorized Representative's Name

ATTACHMENT B
LETTER OF ENGAGEMENT
FOR
BOND COUNSEL



190 EAST CAPITOL STREET, SUITE 800 (39201)
P.O. BOX 427
JACKSON, MISSISSIPPI 39205-0427
601-949-4900
FAX 601-949-4804
www.joneswalker.com

Brad C. Davis
Direct Dial: 601-949-4623
bdavis@joneswalker.com

November 7, 2017

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

Re: City of Starkville, Mississippi
\$7,500,000 General Obligation Public Improvement Bonds, Series 2017

Dear Mayor Spruill:

This letter is to set forth the scope of our engagement and to specify the responsibilities which we assume as bond counsel for the City of Starkville, Mississippi (the "City"), in connection with the proposed issuance of the above-referenced General Obligation Public Improvement Bonds, in one or more series (the "Bonds").

We will undertake to draft the usual documents associated with the issuance of the Bonds. In addition, we will render our approving legal opinion with respect to the Bonds, which will be delivered to the City and the purchaser on the date of closing. This opinion will primarily address the validity and the proceedings under which they are issued and the exemption from state income taxation of the interest to be paid thereon. To the extent that it is determined that the Bonds may be issued as tax-exempt Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), documents pertaining to the issuance of the Bonds and such opinion will also address the treatment of interest on the Bonds under the Code. We will also draft the customary closing papers, although we do not assume responsibility for verifying the accuracy or completeness of facts certified by others, nor do we assume responsibility for examining legal questions on which other participating attorneys are asked to opine.

We estimate that the fee for our services as bond counsel in this matter, which we agree not to exceed without discussion with you, will not exceed \$75,000.

JONES WALKER LLP

ALABAMA • ARIZONA • DISTRICT OF COLUMBIA • FLORIDA • GEORGIA • LOUISIANA • MISSISSIPPI • NEW YORK • TEXAS

The City will also be billed for reimbursement of our expenses incurred in connection with this matter, which expenses typically include telephone, travel, photocopy and delivery service charges. We estimate that such expenses will be not more than \$2,500, not including costs of validation, although we reserve the right to revise such estimate at any time prior to the actual closing and delivery of the Bonds as a result of circumstances not known on this date. As always, we will attempt to minimize any expenses incurred in connection with this issue and, at the time of submission of our final statement for services rendered and expenses incurred, will be glad to provide a detailed statement of any expenses reflected on our statement.

In connection with the services set forth above, the amount of our fee and our expense estimate set forth herein assumes that the information and documentation that is to be provided to us by the Town will be provided upon request within a reasonable amount of time so as not to occasion otherwise unnecessary expenditures of time and effort on our part. Such fee and expenses related to the initial issuance of the Bonds, and the subsequent issuance of any authorized, but unissued Bonds shall be covered by subsequent arrangements.

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the City is involved. These matters may include, but are not limited to, proceedings before the various federal, state and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the City.

We have reviewed the relationship between our responsibilities as bond counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the proposed Bonds) and our representation of other clients in unrelated matters as described above, and we have concluded that the performance of our responsibilities as bond counsel will not be affected by our representation of other clients.

It is our understanding that the City consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Please confirm that the foregoing scope of engagement and fee arrangement is acceptable to the City by an entry in the minutes of the City, and give us a call if additional information is desired or if the matters discussed herein need further discussion.

Sincerely,

JONES WALKER LLP



Brad C. Davis

BCD/gs

cc: Lesa Hardin, Clerk
Chris Latimer, Esq.

APPROVED AND ACCEPTED:

DATE: _____

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

TITLE: _____



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

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: 11-7-2017
PAGE: 1

SUBJECT:

Consideration of bidding out any and all asphalt work relating to the City's four-year capital improvement plan pursuant to Miss. Code Ann. Section 31-7-13(c): Bidding requirements for purchases over \$50,000.

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Board of Aldermen

DIRECTOR'S

AUTHORIZATION: Vice Mayor Roy A'. Perkins

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move that the City bid out any and all asphalt work relating to the City's four-year capital improvement plan pursuant to Miss. Code Ann. Section 31-7-13(c).

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 1, 2017
Page: 1

SUBJECT:

Consideration of asking the Personnel Director to conduct a Salary/Pay Analysis of the employment positions with the City of Starkville and provide a report to the Mayor and Board of Aldermen on December 19, 2017.

AMOUNT & SOURCE OF FUNDING:

The total estimated increase in personnel costs in the fiscal year 2017-18 budget for General fund employees as a result of the proposed Pay Plan is approximately \$150,000 for phase 1, which includes: salary increase and related costs (retirement plan, and FICA insurance).

The total estimated increase in personnel costs in the fiscal year 2017-18 budget for Starkville Utilities employees as a result of the proposed Pay Plan is approximately \$100,000, for phase 1 which includes: salary increase and related costs (retirement plan, and FICA insurance).

The total estimated increase in personnel costs in the fiscal year 2017-18 budget for Sanitation employees as a result of the proposed Pay Plan is approximately \$20,000, for phase 1 which includes: salary increase and related costs (retirement plan, and FICA insurance).

Each Fund has been budgeted for Fiscal year 2017-18.

FISCAL NOTE:

If approved the total impact would be approximately \$270,000, based on an effective date of January 1, 2018.

AUTHORIZATION HISTORY:

The Board of Aldermen approved the former Mayor, to negotiate a contract with the Stennis Institute on September 6, 2016 with the objective of developing a pay plan that is equitable to both the employees and to the taxpayers of the City. As information, a contracted pay study was also done in the year of 2012, also by Stennis Institute, but wasn't adopted by the City.

REQUESTING DEPARTMENT:

Board of Aldermen

DIRECTOR'S AUTHORIZATION:

Sandra Sistrunk, Aldermen

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval of asking the Personnel Director to conduct a Salary/Pay Analysis of the employment positions with the City of Starkville and provide a report to the Mayor and Board of Aldermen on December 19, 2017.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: October 03, 2017
Page: 1

SUBJECT:

Consideration of approving the revised Personnel Manual for the City of Starkville.

AMOUNT & SOURCE OF FUNDING:

AUTHORIZATION HISTORY:

The City of Starkville (City) provides its Employees with a Personnel Manual for guidance in their duties. The Handbook was originally adopted in 1992 and has since been updated either by resolution or by minutes; with the last update being made was in June 2013, by minutes.

In October of 2016, I spent time with each Department Head to discuss issues, concerns and opportunities. One of the concerns expressed by many was the fact that the Personnel Manual was out of date. Since the last update many changes have taken place such as many of the laws, as well as a need to develop a comprehensive Harassment Policy, just to name a few.

Shortly thereafter my meeting with the Department Heads, Human Resources (HR) conducted a comprehensive review of the existing Guide to update all sections as needed.

The updated Personnel Manual includes the following:

- Housekeeping changes to improve readability and comprehension (e.g: clerical, formatting, organization, indexing, movement of text, added clarity, and updated data.
- Moderate and substantial changes to incorporate practices or remove outdated text in all sections.
- Writing new policies as necessary and making sure we were within current laws on a variety of subjects.

REQUESTING DEPARTMENT:

Human Resources Department

DIRECTOR'S AUTHORIZATION:

Nav Ashford, Human Resources Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to approving the revised Personnel Manual for the City of Starkville.



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 7, 2017
PAGE: Page 1 of 6

SUBJECT:

Consideration, under Miss. Code Ann. 21-19-11, of tax parcel 101D-00-272.00, Antioch Baptist Church, 522 East Gillespie Street to determine whether the property is in such a state of uncleanness as to be a menace to the health, safety, and welfare of the Municipality.

The subject structure is violation of IPMC Code 2012 Section 304(304.1.1) Paragraph (8). The IPMC Code was adopted by the City on June 5, 2012, Ordinance Number 2012-06:

Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

There is no address listed on tax card – Staff can not serve court documents. Miss. Code Ann. 21-19-11 needs to be considered.

HISTORY:

Winter 2016: The Community Development Director and Code Enforcement Officer meet with the Antioch Baptist Church Minister. Antioch Baptist Church Minister states that she will try to work on improvements.

October 17, 2017: Board of Aldermen to check on the structure at the west side of Spring and Gillespie streets and give a report at the November 7, 2017 Board of Aldermen meeting.

October 18, 2017: Investigation is completed by Code Enforcement and structure is found to be in violation of IMPC Code 2012 Section 304 (304.1.1) Paragraph (8)

October 19, 2017: Violation notice is issued

October 26, 2017: Violation notice is returned

- No mail receptacle
- Unable to forward

October 10, 2017: Violation notice is posted to front door

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Given that the property is out of compliance with City code, I move that the Board hold a public hearing pursuant to Miss. Code Ann. 21-19-11 during its regular meeting on December 7, 2017, with notice to be provided pursuant to the statute, for the purpose of determining whether the building located at 522 East Gillespie Street, Parcel Number 101D-00-272.00, is in such a state of deterioration and uncleanness as to be a menace to the public health, safety, and welfare of the community.





J.B. Lyles
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MS 39759

Phone: 662-323-2525 ext 3137
Fax: 662-323-4143
jblyles@cityofstarkville.org

October 19, 2017

Antioch Third Baptist Church
522 East Gillespie Street
Starkville, MS 39759

RE: Violation of IPMC Code 2012 Section 304 (304.1.1) Paragraph (8) of the City's Code Ordinances

LOCATIONS: 522 East Gillespie Street PARCEL # 101D-00-272.00

VIA: Certified Mail

DATE OF VIOLATION: October 18, 2017

To whom it may concern:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in the City of Starkville, Mississippi. As we strive to improve our appearance and to ensure the safety of all our citizens, therefore, I am writing to you concerning your property at the above noted address.

Our records indicate that the property located at the address listed above, is in violation of the IPMC Code 2012 Section 304 (304.1.1) Paragraph (8) of the City's Code Ordinance which states:

304.1.1 Unsafe Conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply the International Building Code or the International Existing Building Code as required for existing buildings.

8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of *deterioration*, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

You are being given ten (10) days from the date of said letter to apply for building permits, and submit a plan of action. Failure to comply with this notice can result in a written citation to appear before the City of Starkville's Municipal Court where impositions of fines and related penalties will be assigned.

www.cityofstarkville.org

Thank you in advance for your compliance, it is most appreciated. If you have any questions, please call me (662) 323-2525 ext. 3137.

Sincerely,

J. B. Lyles

Starkville City Hall
110 West Main Street
Starkville, MS 39759



NIXIE 393 DE 1 0010/24/17

NMR BC: 39759282310 * 0366-09495-20-42

[illegible]

Land Roll Maintenance Report

Oktibbeha County, MS Chancery Clerk

City of Starkville, Mississippi

Parcel Number:

1017-00-272-00

Tax Year:

Owner's Name:

ANTHONY 3RD BAPTIST CHURCH

Owner's Address 1:

522 E. GULESPIE ST.

Owner's Address 2:

City, State:

STARKVILLE, MS

Zip Code:

39759

Phone Number:

Contact Person:

*No other address listed
with the Chancery Clerk's
office -



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 7, 2017
PAGE: Page 1 of 1

SUBJECT:

Consideration of directing staff to obtain bids within for demolition, debris removal, and relocation of infrastructure for the property located at 100 East Dr. Martin Luther King, Jr. Drive and present bids at the February 6, 2018 Board of Aldermen meeting.

HISTORY:

May 17, 2016: The Board of Aldermen declares property located at 100 East Dr. Martin Luther King, Jr. Drive a menace due to uncleanliness and structural instability.

October 17, 2017: The Board of Aldermen asks for an update on the property located at 100 East Dr. Martin Luther King, Jr. Drive.

October 21, 2017: First ad for bids to remove the structure at 100 East Dr. Martin Luther King, Jr. Drive.

October 23, 2017: Second ad for bids to remove the structure at 100 East Dr. Martin Luther King, Jr. Drive.

October 26, 2017: Pre-bid conference with one contractor in attendance.

November 1, 2017: Bid due day and no bids are submitted.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Advertise and obtain bids for the demolition, debris removal, and relocation of infrastructure for the building(s) located at 100 East Dr. Martin Luther King, Jr. Drive to be presented at the February 6, 2018 Board of Aldermen meeting.



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 7, 2017
PAGE: Page 1 of 13

Consideration, under Miss. Code Ann. 21-19-11, of tax parcel 102B-00-323.00, Second Baptist Church, 314 Yates Street to determine whether the property is in such a state of uncleanness as to be a menace to the health, safety, and welfare of the Municipality.

The Second Baptist former construction site is in violation of the 2012 International Building Code Sec (A) 105.5:

Expiration. Every permit issued shall become invalid unless the work on site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the work has commenced.

Mississippi Department of Environmental Quality (MDEQ) storm water pollution prevention regulations are not in compliance:

Any disturbed areas that will be left undisturbed for 14 or more days will be seeded (temporary seeding) immediately. After final grading, all disturbed areas will be seeded (permanent seeding) immediately.

HISTORY:

September 9, 2014: Conditional Use CU14-05 Approved

October 9, 2014: Development Review Committee Reviews Second Baptist Site Plan

November 20, 2014: Erosion Control Permit Issued

March 9, 2015: Conditional Use CU 14-05 Expires

September 5, 2015: Building Permit Issued

September 5, 2016: Building Permit Expires

October 19, 2017: Violation Notice Issued

October 24, 2017: Violation Notice Received

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Given that the property is out of compliance with City code, I move that the Board hold a public hearing pursuant to Miss. Code Ann. 21-19-11 during its regular meeting on December 7, 2017, with notice to be provided pursuant to the statute, for the purpose of determining whether the former construction area located at 314 Yeates Street, Parcel Number 102B-00-323.00, is in such a state of uncleanness as to be a menace to the public health, safety, and welfare of the community.



City Planning
Code Enforcement
Building Department

THE CITY OF STARKVILLE
Community Development Department
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525
Fax: 662-323-4143
buildingdept@cityofstarkville.org

October 19th, 2017

Second Baptist Church
314 Yeates Street
Starkville, MS 39759

Reason: Violation of IBC 2012 - Sec (A) 105.5

Location: 314 Yeates Street

Date of Violation: October 19th, 2017

Via: US Priority Mail

Dear Second Baptist Church:

The City of Starkville would like to take this opportunity to thank you for being a member of our growing community. Throughout our city we strive to maintain a neat appearance, and to ensure the safety of all our citizens.

Our records indicate that the property located on Yeates Street, at parcel #102B-00-323.00, is in violation of the 2012 International Building Code Sec (A) 105.5 which states as follows:

Expiration. Every permit issued shall become invalid unless the work on site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the work has commenced.

Your building permit has expired, and immediate action is necessary in order to bring this property back into compliance. You have been given **ten (10)** days from the receipt of this letter to correct the deficiencies, and bring them to the standards listed below:

The following information was created by Springer Engineering and provided by Second Baptist Church & affiliates for review by Starkville's Development Review Committee:

Page 11 - The Second Baptist Sanctuary and Parking Lot Site Plan Civil Drawings
10. PERMANENT EROSION CONTROLS (SOIL PREPARATION, FERTILIZING, SEEDING, MULCHING, AND SODDING) WILL BE PLACED AS SHOWN ON THE PLANS. ANY DISTURBED AREAS LEFT FOR OVER 14 DAYS WILL BE SEEDED (TEMPORARY OR PERMANENT SEEDING) WITHIN 7 CALENDAR DAYS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

www.cityofstarkville.org

11. HEAVY EQUIPMENT USE IN AREAS TO BE RE-VEGETATED SHOULD BE TILLED BEFORE

RE-VEGETATION. ANY NECESSARY FERTILIZER OR OTHER SOIL AMENDMENTS SHOULD BE ADDED

DURING THE TILLING PROCESS.

12. TOPSOIL SHOULD BE STOCKPILED AND USED IN AREAS THAT WILL BE RE-VEGETATED. WHEN

FINAL GRADE IS REACHED, IT SHOULD BE DISTRIBUTED TO A MINIMUM DEPTH OF 2 INCHES ON 3:1

SLOPES AND 4 INCHES ON FLATTER SLOPES.

13. TOPSOIL STOCKPILES SHOULD BE COVERED WITH PLASTIC OR TARPS AT THE END OF EACH

WORKDAY, OR SURROUNDED WITH SILT FENCE.

POST CONSTRUCTION CONTROL MEASURE

1. ALL VEGETATED AREAS WILL BE MAINTAINED IN ADEQUATE CONDITION TO PROVIDE PROPER GROUND COVER, THEREBY REDUCING EROSION POTENTIAL.

2. AREAS WHERE VEGETATION IS LOST WILL BE FERTILIZED, SEEDED, AND MAINTAINED AS NECESSARY TO RESTORE PROPER GROUND COVER.

3. POLLUTION TREATMENT AREAS SUCH AS THE RETENTION BASIN WILL HAVE EXCESS

SEDIMENT AND DEBRIS REMOVED AS NECESSARY. SEALED VEGETATIVE SURFACES

MAY REQUIRE CORING, GROOVING, SLICING, FORKING, OR SPIKING TO RESTORE SURFACE INFILTRATION. THATCH BUILD-UP WILL ALSO BE ADDRESSED.

4. STRUCTURAL MEASURES WILL BE EXAMINED AT LEAST ANNUALLY AND MAINTENANCE PERFORMED AS NEEDED.

5. AFTER SITE IS STABILIZED, COMPLETE FINAL GRADING AND INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.

The issue mentioned above will be on the November 7th, 2017 Board of Aldermen's agenda. Board of Aldermen meetings take place at City Hall (110 West Main Street) at 5:30PM. Please direct all questions and concerns to Community Development Director Buddy Sanders at 662-323-2525 ext. 3119. We appreciate your cooperation as we work to make Mississippi's College town a friendly environment for our community.

Buddy Sanders
Community Development Director











Land Roll Maintenance Report

Oktibbeha County, MS Chancery Clerk

City of Starkville, Mississippi

Parcel Number:

1028-00-323 00

Tax Year:

Owner's Name:

SECOND BAPTIST CHURCH

Owner's Address 1:

314 YATES ST.

Owner's Address 2:

City, State:

STARKVILLE, MS

Zip Code:

39759

Phone Number:

323-6177

Contact Person:

Jeff Lyles

From: Joyner Williams <joy.williams@cityofstarkville.org>
Sent: Thursday, October 19, 2017 2:25 PM
To: 'Jacqueline Posley'; jlyles@cityofstarkville.org
Subject: Second Baptist Church Sanctuary and Parking Lot

The 2012 International Building Code adopted by the City of Starkville Board of Aldermen.

Section [A] 105.5 reads as follows;

Expiration. Every permit issued shall become invalid unless the work on site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the work has commenced.

You must provide permanent vegetation per The Second Baptist Sanctuary and Parking Lot Site Plan Civil Drawings prepared by Springer Engineering dated September 2014, submitted to The Development Review Committee and approved by The City of Starkville.

Page 11 reads as follows;

10. PERMANENT EROSION CONTROLS (SOIL PREPARATION, FERTILIZING, SEEDING, MULCHING, AND SOODING) WILL BE PLACED AS SHOWN ON THE PLANS. ANY DISTURBED AREAS LEFT FOR OVER 14 DAYS WILL BE SEEDED (TEMPORARY OR PERMANENT SEEDING) WITHIN 7 CALANDER DAYS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

11. HEAVY EQUIPMENT USE IN AREAS TO BE RE-VEGETATED SHOULD BE TILLED BEFORE RE-VEGETATION. ANY NECESSARY FERTILIZER OR OTHER SOIL AMENDMENTS SHOULD BE ADDED DURING THE TILLING PROCESS.

12. TOPSOIL SHOULD BE STOCKPILED AND USED IN AREAS THAT WILL BE RE-VEGETATED. WHEN FINAL GRADE IS REACHED, IT SHOULD BE DISTRIBUTED TO A MINIMUM DEPTH OF 2 INCHES ON 3:1 SLOPES AND 4 INCHES ON FLATTER SLOPES.

13. TOPSOIL STOCKPILES SHOULD BE COVERED WITH PLASTIC OR TARPS AT THE END OF EACH WORKDAY, OR SURROUNDED WITH SILT FENCE.

POST CONSTRUCTION CONTROL MEASURE

1. ALL VEGETATED AREAS WILL BE MAINTAINED IN ADEQUATE CONDITION TO PROVIDE PROPER GROUND COVER, THEREBY REDUCING EROSION POTENTIAL.

2. AREAS WHERE VEGETATION IS LOST WILL BE FERTILIZED, SEEDED, AND MAINTAINED AS NECESSARY TO RESTORE PROPER GROUND COVER.

3. POLLUTION TREATMENT AREAS SUCH AS THE RETENTION BASIN WILL HAVE EXCESS

SEDIMENT AND DEBRIS REMOVED AS NECESSARY. SEALED VEGETATIVE SURFACES

MAY REQUIRE CORING, GROOVING, SLICING, FORKING, OR SPIKING TO RESTORE

SURFACE INFILTRATION. THATCH BUILD-UP WILL ALSO BE ADDRESSED.

4. STRUCTURAL MEASURES WILL BE EXAMINED AT LEAST ANNUALLY AND MAINTENANCE PERFORMED AS NEEDED.

5. AFTER SITE IS STABILIZED, COMPLETE FINAL GRADING AND INSTALL PERMANENT VEGETATION ON THE DISTURBED AREAS.

Joyner Williams
Building Official
City of Starkville
101 E. Lampkin Street
Starkville, MS 39759-2044
Tel: 662.323.8012
Fax: 662.323.4143
www.cityofstarkville.org



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 7, 2017
PAGE: Page 1 of 6

SUBJECT:

Discussion and Consideration of VA 17-16 a request by SER LLC for Variance relief from sidewalk requirements on a lot located +/-250' east of Industrial Park Road on the north side of Spruill Industrial Park Road in an M-1 zone with the parcel # 102N-00-005.01

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting relief from various sidewalk requirements. The applicant is proposing to build a metal building for lease as a storage space. The applicant is concerned that the sidewalks may pose a security and safety risk to the building. The applicant is requesting relief from sidewalk requirements along the right-of-way and sidewalk connections from the right-of-way to the primary entranceway of the building. The applicant attended a Development Review Committee meeting on September 21, 2017 and has received Site Plan Approval. The applicant received a waiver from some of the Landscape Requirements by the Board of Alderman on September 19, 2017. On October 25, 2017 Board of Adjustments and Appeals voted 4-0 to recommend approval of the variance request.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the VA 17-16 a request for Variance from sidewalk requirements for a lot located on Spruill Industrial Park Road with the parcel # 102N-00-005.01



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 17-16 Request by SER LLC for Variance relief from sidewalk requirements located at +/-250' east of Industrial Park Road in an M-1 zone with the parcel # 102N-00-005.01
Date: 10-25-17

The purpose of this report is to provide information regarding the Variance Request by SER LLC for Variance relief from sidewalk requirements located at +/-250' east of Industrial Park Road in an M-1 zone with the parcel # 102N-00-005.01. Please see attachments 1- 4

PROPOSED USE & BACKGROUND:

The applicant is requesting relief from various sidewalk requirements. The applicant is proposing to build a metal building for lease as a storage space. The applicant is concerned that the sidewalks may pose a security and safety risk to the building. The applicant is requesting relief from sidewalk requirements along the right-of-way and sidewalk connections from the right-of-way to the primary entranceway of the building. The applicant attended a Development Review Committee meeting on September 21, 2017. The applicant received a waiver from some of the Landscape Requirements by the Board of Alderman on September 19, 2017. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the November 7, 2017 meeting.

NOTIFICATION:

7 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 October 5, 2017 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls regarding this request.

VARIANCE REQUESTS FROM:

1. 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.
- (2) Provisions for sidewalk construction shall be included as part of site plan review, subdivision approval and/or as part of the plans submitted for obtaining a building permit. For all non-single family residential developments and non-agricultural zoned developments, a separated,

continuous sidewalk shall be provided from right-of-way to primary entranceway(s) which will address adequate interior pedestrian connectivity.

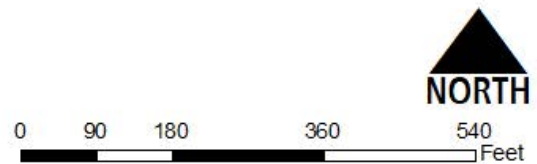
VARIANCE REQUEST REQUIREMENTS:

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

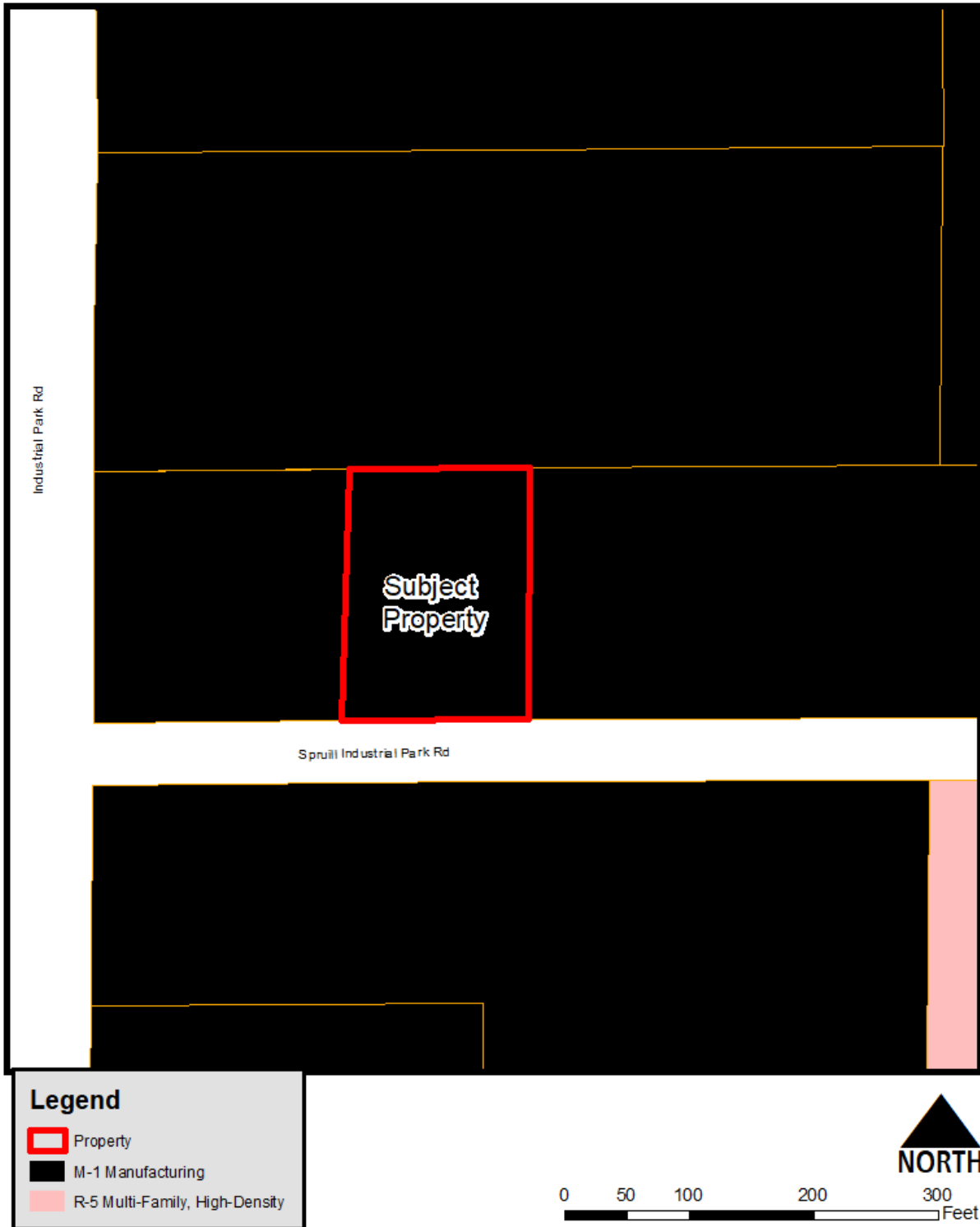
To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the 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.

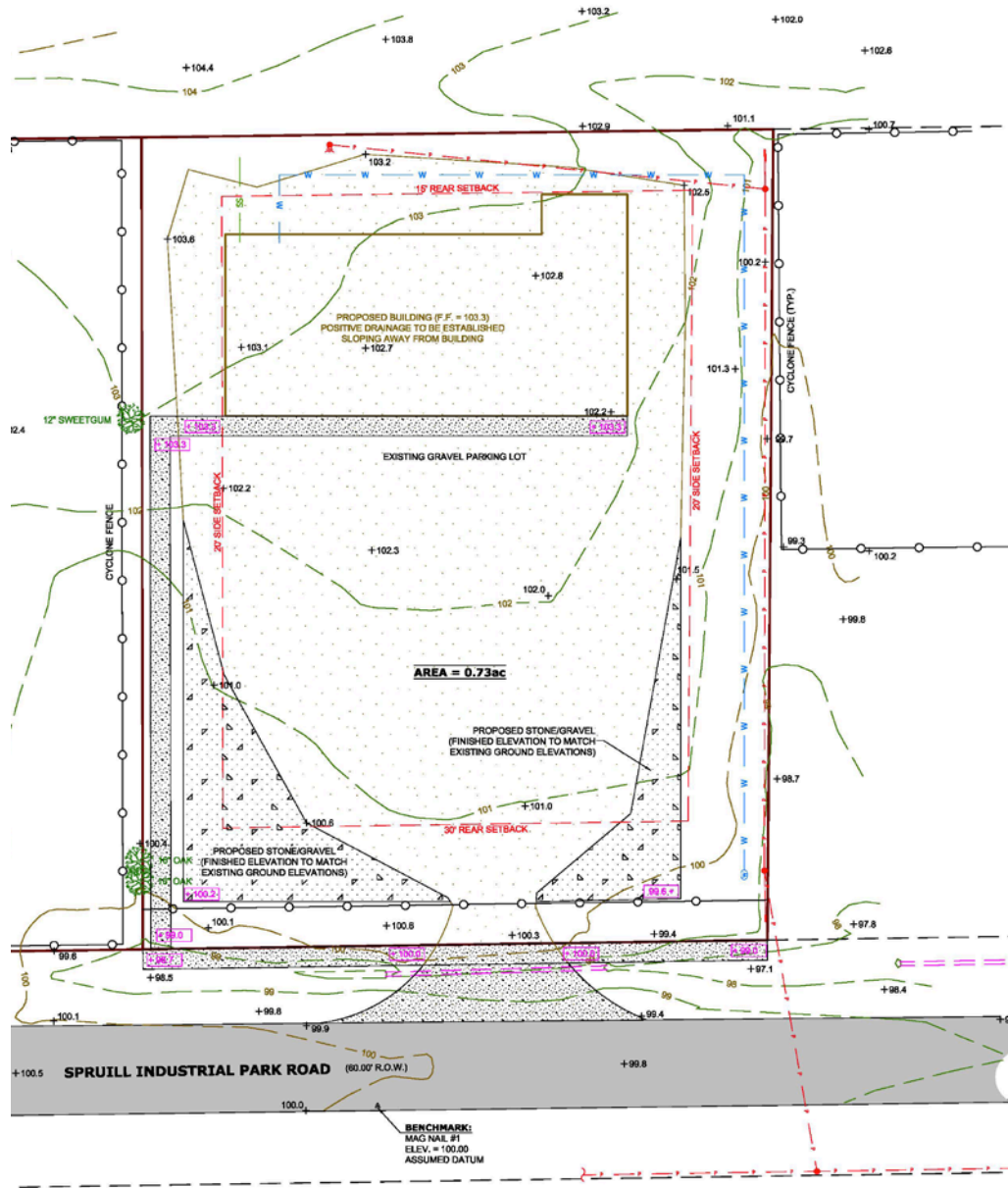
Attachment 1
VA 17-16 Aerial



Attachment 2
VA 17-16 Zoning



Attachment 3- Enlarged sidewalk plan drawn in compliance of ordinance





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 7, 2017
PAGE: Page 1 of 12

SUBJECT:

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

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$5,705.00 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	\$ 5,000.00
Sanitation Department	\$ 455.00
<u>Electric Department</u>	<u>\$ 250.00</u>

TOTAL	\$ 5,705.00
-------	-------------

FISCAL NOTE:

N/A

ADDITIONAL INFORMATION & AUTHORIZATION HISTORY:

The applicant Paige Watson, of Starkville Main Street Association, is requesting in-kind services to hold the 2017 Christmas Parade event. This year the event will be held on Friday, November 27, 2017. Setup will begin at 4:00 pm and teardown will end at 7:30 pm. The event will start at 6:00 pm. The requested services include SPD, Sanitation and SED with a total cost \$5,705.00. In the event of severe weather, the parade will be held the next day, Saturday, November 28, 2017. Proof of Insurance has been provided and the city attorney has reviewed and approved.

REQUESTING

DEPARTMENT: Community Development

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

Emily Corban @ 662-323-2525 ext 3138

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

SUGGESTED MOTION:

Move to approve with condition the Special Events request for the 2017 Christmas Parade 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 <u>Paige Watson</u>		Organization Name <u>GSDP</u>	
Address <u>200 E. Main St.</u>		City <u>Starkville</u>	State <u>MS</u> Zip <u>39759</u>
E-Mail Address <u>pwatson@starkville.org</u>		Web Site Address <u>visit.starkville.org</u>	
Telephone Number <u>323-3322</u>	Facsimile <u>323-5815</u>	Mobile Number <u>418-0924</u>	Pager Number
Type of Organization ☐ Individual ☐ Charitable ☐ Non-Profit Organization (501.C3 Tax Identification # _____) ☒ Other <u>Partnership</u>			
On-Site Contact <u>Paige Watson</u>		Mobile Number for On-Site Contact <u>418-0924</u>	

EVENT INFORMATION

Event Name <u>Starkville Christmas Parade</u>		Event Date(s) <u>Nov 27, 2017</u>	Time <u>6:00PM</u>
Type of Event: (check all that apply)	☐ Carnival	☐ Fundraiser	☐ Run/Walk
	☐ Concert/Performance	☒ Parade	☐ Sports/Recreational
	☐ Festival	☐ Private Gathering	☐ Other _____
	☐ Professional Filming	☐ Reception	
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>multiple years</u>	
		What was past attendance? <u>500</u>	
Is this event open to the public? ☒ Yes ☐ No	Admission/Entry Fee <u>\$25/float</u>	Estimated Total Budget <u>\$2,000</u>	
Proposed Area (check all that apply)	☐ Cotton District ☒ Main Street ☐ City Park ☒ Other <u>Russell, Lampkin, Montgomery, Washington</u>		
Setup: (first item to be loaded in on site)	Teardown: (last item removed)	Estimated Attendance	
Date: <u>11/27/17</u>	Date: <u>11/27/17</u>	Participants: <u>100</u>	Spectators: <u>500</u>
Time: <u>4:00pm</u>	Time: <u>7:30</u>	Est. # Hotel Rooms:	
Known Current Sponsor(s) <u>Starkville Main St. Assoc</u>		Beneficiary(ies) <u>Starkville Main St Assoc.</u>	

Justin - spot on imbram

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

EVENT SPECIAL FEATURES

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

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

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

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

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

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

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

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

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

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

Climate Control	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Type	
		☐ Fan (pedestal, box, etc.)	
		☐ 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 Lighting |

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

b. Russell Street closure for lineup
l. closure of parade route
r. light tower set up on Greensboro St. by SFD

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

Name of Insurance Agency GCM		
Name of Insurance Agent William Hilborn		
Address PO Box		
City Starkville	State MS	Zip 39759
Phone	Fax	Policy# on file

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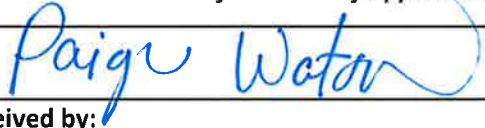
Fax: (662) 323-4143

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

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

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

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

Signature 	Date: 10/6/17
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:

Paige Watson / Starkville Main Street Assoc.
(name of applicant)

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

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

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

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

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

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

AGREED:

APPLICANT/INDEMNITOR

BY:

TITLE:

Paige Wo
Special Events Projects Coord.

ATTEST:

BY:

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

APPLICANT INFORMATION

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

Applicant Name Paige Watson		Organization Name GSPP	
Address 200 E. Main St	City Starkville	State MS	Zip 39759
E-Mail Address pwatson@starkville.org		Web Site Address visit.starkville.org	
Telephone Number 323-3322	Facsimile 323-5813	Mobile Number 418-0924	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other Partnership			

EVENT INFORMATION

Event Name Starkville Christmas Parade	Event Date(s) 11/27/17	Event Time 6:00 PM
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: police (street closures) SFD (lighting) Funding request in dollars:		Other sources of event funding: Starkville Main St. Assoc.

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Advertising and Promotion

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

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

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

Paige Watsa

SIGNATURE OF APPLICANT

10/6/17

DATE

SPONSORSHIP REQUEST

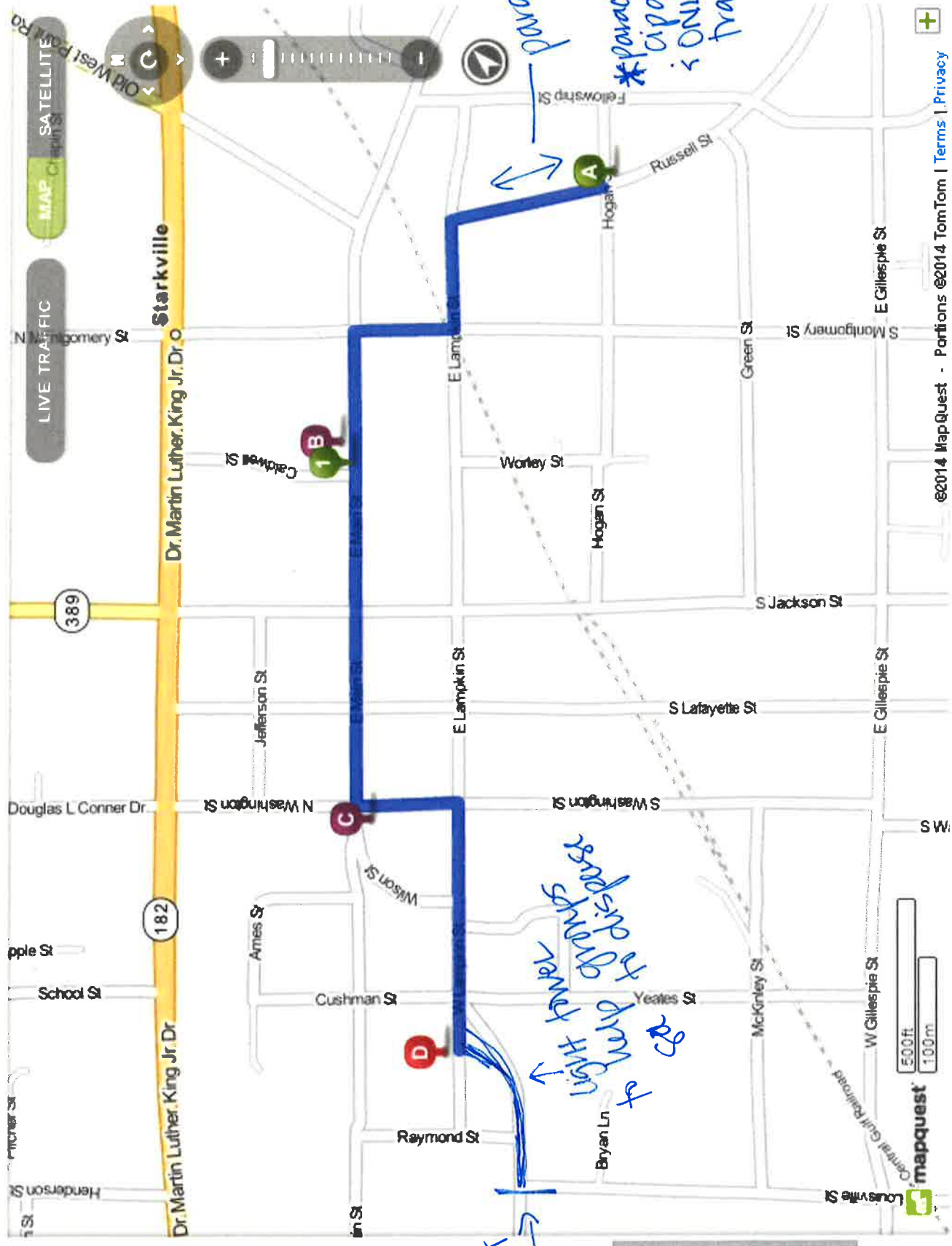
The City of Starkville shall consider Event sponsorship opportunities on a case-by-case basis. To be considered for such funds, Promoter shall submit the completed Sponsorship application at the time the Event application is submitted to the Building Department. The Committee shall review the request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



LIVE TRAFFIC

MAP SATELLITE

389

182

Starkville

Dr. Martin Luther King Jr. Dr. O

Dr. Martin Luther King Jr. Dr.



500ft 100m

mapquest



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: November 7, 2017
PAGE: Page 1 of 13

SUBJECT:

A Special Event request by Mystic Society of the Cowbellion Bulldogs to hold the 2017 Mississippi Championship Steak Cookoff and have City participation with in-kind services on Saturday, November 18, 2017.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$2,250.00 with the funding being indirectly associated with the cost of city services from three department.

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

Police Department	\$1,500.00
Sanitation Department	\$ 400.00
<u>Starkville Utilities-Electric</u>	<u>\$ 350.00</u>
TOTAL	\$ 2,250.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant previously got Board approval on September 5th for the event to be held on October 7, 2017. However, due to scheduling conflicts the applicant is seeking in-kind services for Saturday, November 18, 2017.

In addition to the date change only the block of Main Street from Jackson Street to Lafayette Street will be closed.

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.

Recommended Conditions of Approval:

1. Proof of insurance is required Monday, November 13, 2017.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders (662) 323-2525, Ext. 3119

SUGGESTED MOTION:

Move approval of the 2017 Mississippi Championship Steak Cookoff and have City participation with in-kind services on November 18, 2017 with one condition.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <u>Jason Pepper</u>		Organization Name <u>Mystic Society of the Cowbellion Bulldogs</u>	
Address <u>211 E MAIN St Apt C</u>		City <u>Starkville</u>	State <u>MS</u>
E-Mail Address <u>JASON.PEPPER@PEPPER.SURVEYING.COM</u>		Web Site Address <u>N/A</u>	
Telephone Number <u>662-418-5942</u>	Facsimile <u>N/A</u>	Mobile Number <u>662-418-5942</u>	Pager Number <u>N/A</u>
Type of Organization ☒ Charitable ☐ For Profit Organization ☐ Individual ☐ Non-Profit Organization (501.C3 Tax Identification # _____) ☐ Other _____			
On-Site Contact <u>Hobie Hobart</u>		Mobile Number for On-Site Contact <u>662-769-1715</u>	

EVENT INFORMATION

Event Name <u>Mississippi Championship Steak Cookoff</u>		Event Date(s) <u>10/7/17</u>	Time <u>2:00</u>
Type of Event: (check all that apply)	☐ Carnival ☐ Concert/Performance ☐ Festival ☐ Professional Filming	☒ Fundraiser ☐ Parade ☐ Private Gathering ☐ Reception	☐ Run/Walk ☒ Sports/Recreational ☐ Other <u>Soap Box Derby</u>
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>July 2015</u>	
		What was past attendance? <u>500 +/-</u>	
Is this event open to the public? ☒ Yes ☐ No	Admission/Entry Fee <u>\$50/\$75</u>	Estimated Total Budget <u>\$4000</u>	
Proposed Area (check all that apply)	☐ Cotton District ☒ Main Street ☐ City Park ☐ Other _____		
Setup: (first item to be loaded in on site) Date: <u>10/7/17</u> Time: <u>12:00 (Noon)</u>	Teardown: (last item removed) Date: <u>10/7/17</u> Time: <u>10:00 pm</u>	Estimated Attendance Participants: <u>60</u> Spectators: <u>400</u> Est.# Hotel Rooms: <u>?</u>	
Known Current Sponsor(s) <u>Pepper Surveying, Starkville Eye Clinic, Vantage Print Planning</u>		Beneficiary(ies) <u>Huddle Up For Life</u>	

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☒ Yes ☐ No		If Yes, provide the following: ☐ Recorded Music ☒ Live Music ☐ Other (please describe)													
If Yes, provide the following: Sound System ☒ Yes ☐ No Lighting System ☐ Yes ☒ No Stage ☒ Yes ☐ No Dance Floor ☐ Yes ☒ No															
Will the event feature food/beverage service? ☒ Yes ☐ No		If Yes, provide Current Known Vendor Names/Telephone # <u>Unknown</u>													
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.		<table border="1"> <thead> <tr> <th>Street:</th> <th>Closing Day/Time</th> <th>Opening Day/Time</th> </tr> </thead> <tbody> <tr> <td>☒ Main Street/University</td> <td><u>Noon</u></td> <td><u>10:00pm</u></td> </tr> <tr> <td>☐ Russell Street</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>☐ Other _____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>		Street:	Closing Day/Time	Opening Day/Time	☒ Main Street/University	<u>Noon</u>	<u>10:00pm</u>	☐ Russell Street	_____	_____	☐ Other _____	_____	_____
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☐ Other _____	_____	_____													
Tents or Canopies ☐ Yes ☐ No Applicable if larger than 20' x 15'		If Yes, provide the following: Company													
Approximate Number of Tents/Size(s)															
Temporary Perimeter Fencing ☐ Yes ☒ No *Indicate fence locations on site plan		If Yes, provide the following: Company <u>CHRIS SEARS</u> Provide approximate dimensions of fenced area													
Restrooms, Dumpsters, Sinks ☒ Yes ☐ No		If Yes, provide the following: Company <u>CHRIS SEARS</u>													
Other Requirements? ☐ Yes ☐ No		Number of: <u>2</u> Portables <u>1</u> ADA Portables <u>0</u> Restroom Trailers <u>0</u> Dumpsters _____ Sizes <u>0</u> Hand washing Sinks													
Explain															

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

Electrical Services	☒ Yes [] No	Requirements:	
*Event must use a licensed electrician		<i>Stage</i>	
		Supplemental Equipment	[] Generator(s) # _____
			[] Light Tower(s) # _____
		(Check all that apply)	

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

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

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

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

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

- | | | |
|--|---|--|
| ☐ a. Animals | ☐ g. Decorator/scenery | ☐ m. Security |
| ☒ b. Barricades | ☐ h. Drawing or raffle | ☐ n. Shuttle bus/tram |
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| ☐ d. Bleachers | ☐ j. Golf Carts | ☒ p. Ticket agent |
| ☐ e. Booths - Vendors handing out items | ☐ k. Inflatable's | ☐ q. Video Production/Photography |
| ☐ f. Booths - Vendors selling | ☒ l. Road Closure | ☐ r. Other <u>Soap Box Cars</u> |

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

BARRICADES @ STREET CLOSINGS
ROAD CLOSURE - SEE PLAN
SOAP BOX RACE

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

Name of Insurance Agency		
<u>Will be provided</u>		
Name of Insurance Agent		
<u>Will be provided</u>		
Address		
City	State	Zip
Phone	Fax	Policy#

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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:

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

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

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

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

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

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

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

AGREED:

APPLICANT/INDEMNITOR

BY: JASON PETTER

TITLE: VICE PRESIDENT

ATTEST:

BY: Hobie Hobart
Hobie Hobart

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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Advertising and Promotion

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

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

Explain:

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



SIGNATURE OF APPLICANT

8/8/17

DATE

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 SPONSORSHIP APPLICATION CITY OF STARKVILLE

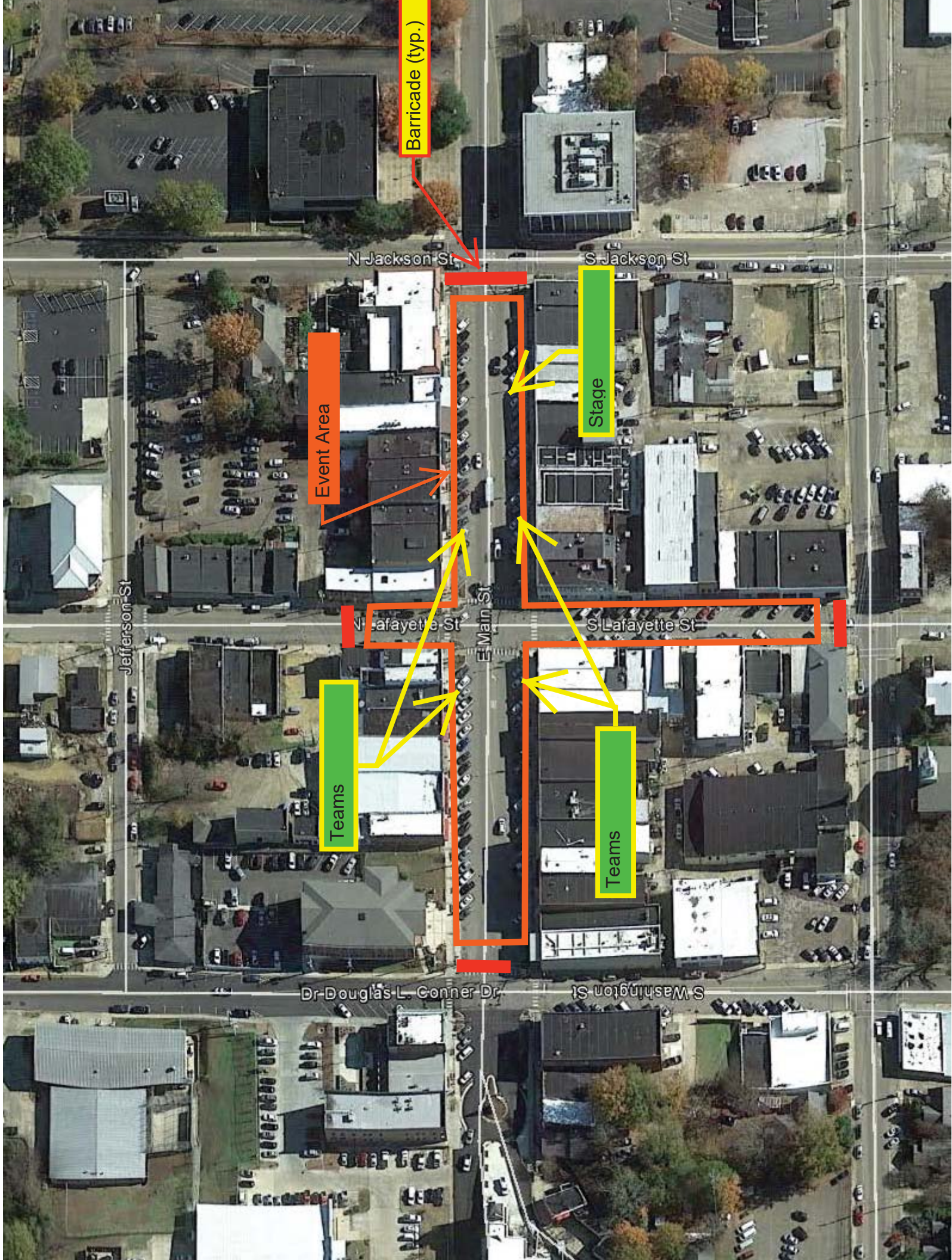
APPLICANT INFORMATION

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

Applicant Name		Organization Name	
Address	City	State	Zip
E-Mail Address		Web Site Address	
Telephone Number	Facsimile	Mobile Number	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☐ Other			

EVENT INFORMATION

Event Name	Event Date(s)	Event Time
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: Funding request in dollars:		Other sources of event funding:



Barricade (typ.)

N Jackson St

S Jackson St

Event Area

Stage

N Lafayette St

S Lafayette St

Teams

Teams

E Main St

Dr Douglas L. Conner Dr

S Washington St

Jefferson St



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 7, 2017
PAGE: Page 1 of 10

SUBJECT:

Discussion and Consideration of FP 17-07 Final Plat approval for subdividing +/- 10.95 acre parcel into 16 lots. Located at the east end of Turnberry Lane and Cypress Point Road in a R-4 zone with the parcel number 106 -14-013.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Frank Jones Development, is requesting final plat approval for Country Club Estates Phase 3-B. The Development Review Committee reviewed and issued comments on October 19, 2017. On November 1, 2017, the Planning and Zoning Commission during a Special Call session voted unanimously to recommend approval of the Final Plat with the following Recommended Conditions.

Request Conditions from the Planning and Zoning Commission:

1. The final 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 final plat shall meet the minimum requirements for R-4 Zone dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Prior to the execution of the Final Plat, erosion control shall be installed to the City's and MDEQ standards.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount as determined by the City Engineer for infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and infrastructure and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. 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 design professional, guaranteeing accuracy.
14. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
15. All required street signage shall be in place prior to the execution of the Final Plat.
16. Stormwater drainage easement maintenance, repair, and/or replacement shall be the sole responsibility of the Owners' Association and not the City of Starkville. The City of Starkville disclaims any dedication, acceptance, interest, responsibility, and ownership of the stormwater drainage easement territory.

17. Add the following additional text to dedication section of the Final Plat, "Stormwater drainage easement maintenance, repair, and/or replacement shall be the sole responsibility of the Owners' Association and not the City of Starkville. The City of Starkville disclaims any dedication, acceptance, interest, responsibility, and ownership of the stormwater drainage easement territory."

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-232-2525 ext 3136

SUGGESTED MOTION:

Move approval of FP 17-07 Final Plat approval for Country Club Estates Phase 3-B with requested conditions.



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: FP 17-07 Request for Final Plat approval for subdividing +/- 10.95 acre parcel into 16 lots. Located at the east end of Turnberry Lane and Cypress Point Road in a R-4 zone with the parcel number 106 -14-013.00
Date: November 1, 2017

The purpose of this report is to provide information regarding the request by Pritchard Engineering on behalf of Frank Jones Development for Final Plat approval for subdividing a +/-10.95 acre parcel into 16 lots. The proposed subdivision is named "Country Club Estates Phase 3-B". The proposed subdivision is located in an R-4 Zone. The proposed subdivision is located at the east end of Turnberry Lane and Cypress Point Road. On August 8, 2017, The Board of Aldermen approved a modification to the Preliminary Plat for the Final Phase of Country Club Estates which includes this phase. On October 19, 2017 the Development Review Committee reviewed the Final Plat for Phase 3-B and provided comments to be addressed prior to approval. Please see attachments 1-4.

Below is information pertaining to R-4

Sec. F. - R-4 residential zoning regulations.

These [R-4 residential] districts are intended to be composed mainly of zero lot line and cluster development type single-family dwellings, with duplex and three- and four-family dwellings also permitted. Mobile home parks and mobile home subdivisions are also permitted under certain special conditions. Appropriate residential support facilities are provided for along with certain yard and area standards to protect the open character of the district. [The following regulations apply to R-4 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - (a) Minimum lot area, one-family dwelling: 3,200 square feet.
 - (b) Minimum lot width at building line: 34 feet.
 - (c) Minimum depth of front yard: 25 feet.
 - (d) Minimum width of side yard (only one required): Ten feet.
 - (e) Minimum depth of rear yard: 20 feet.
 - (f) Maximum height of structure: 45 feet.
 - (g) Minimum distance between buildings: Ten feet.

4. *Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 10.95 acres with a total of 16 lots. The proposed development has a gross density of 1.46 units per acre. Staff has reviewed the proposed covenants and they 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.

Easements and Dedications

All easements and dedications are provided on the final plat. The roadways will be dedicated to the City. The roads are extensions of existing roads and do not require verification from the County. Electrical service will be provided by Starkville Utilities and will be placed underground. Potable water and sanitary sewer utility services will be provided by the City. Street numbers have not been assigned for construction permitting and utility assignments.

Findings and Comments

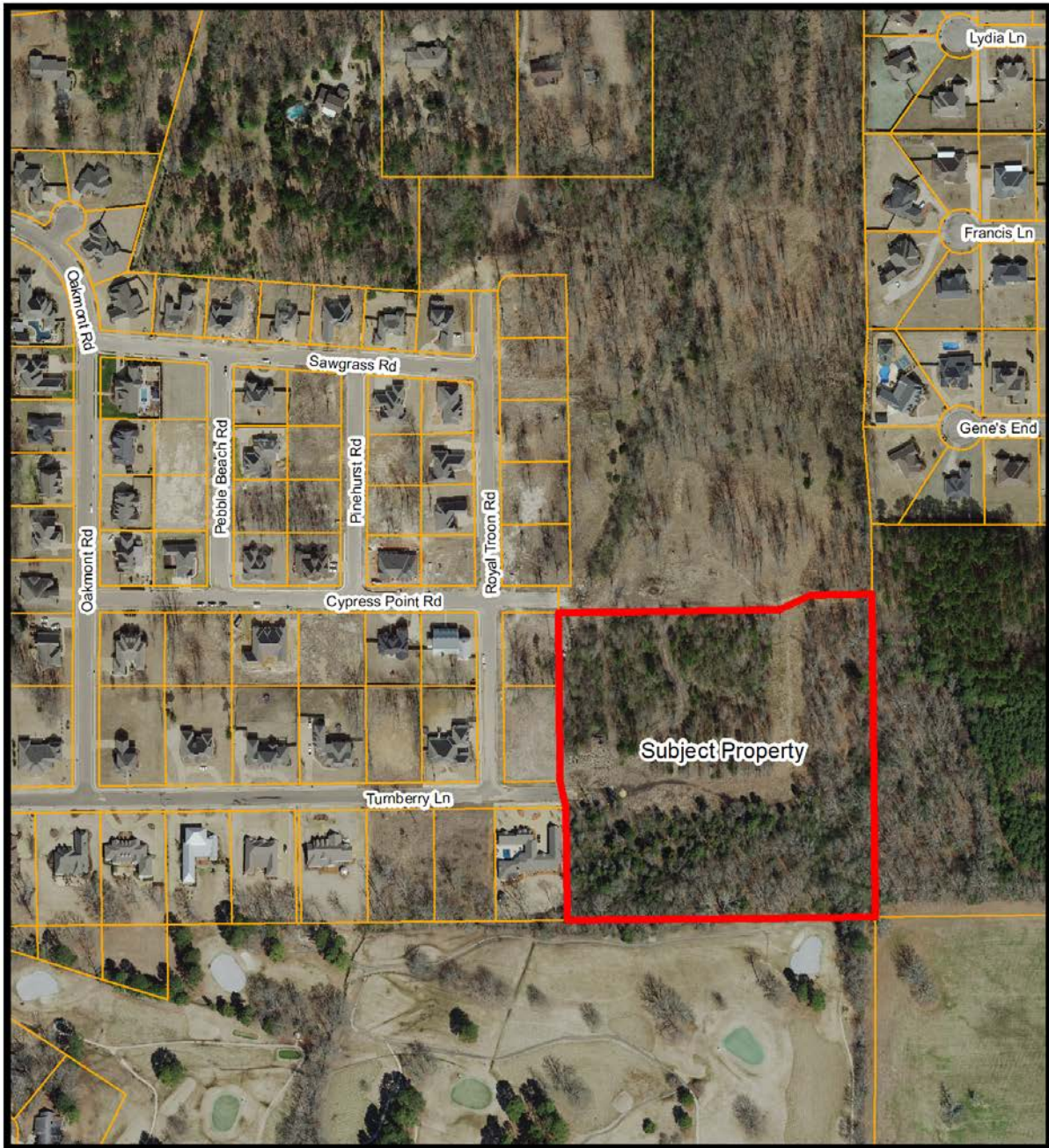
The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. This subdivision is not part of any previously platted subdivision, therefore no adversely affected parties

REQUESTED CONDITIONS:

1. The final 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 final plat shall meet the minimum requirements for R-4 Zone dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Prior to the execution of the Final Plat, erosion control shall be installed to the City's and MDEQ standards.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount as determined by the City Engineer for infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.

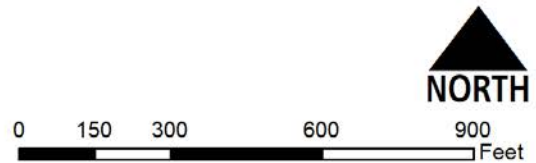
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and infrastructure and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. 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 design professional, guaranteeing accuracy.
14. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
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16. Stormwater drainage easement maintenance, repair, and/or replacement shall be the sole responsibility of the Owners' Association and not the City of Starkville. The City of Starkville disclaims any dedication, acceptance, interest, responsibility, and ownership of the stormwater drainage easement territory.
17. Add the following additional text to dedication section of the Final Plat, "Stormwater drainage easement maintenance, repair, and/or replacement shall be the sole responsibility of the Owners' Association and not the City of Starkville. The City of Starkville disclaims any dedication, acceptance, interest, responsibility, and ownership of the stormwater drainage easement territory."

Attachment 1
EX 17-07 Aerial

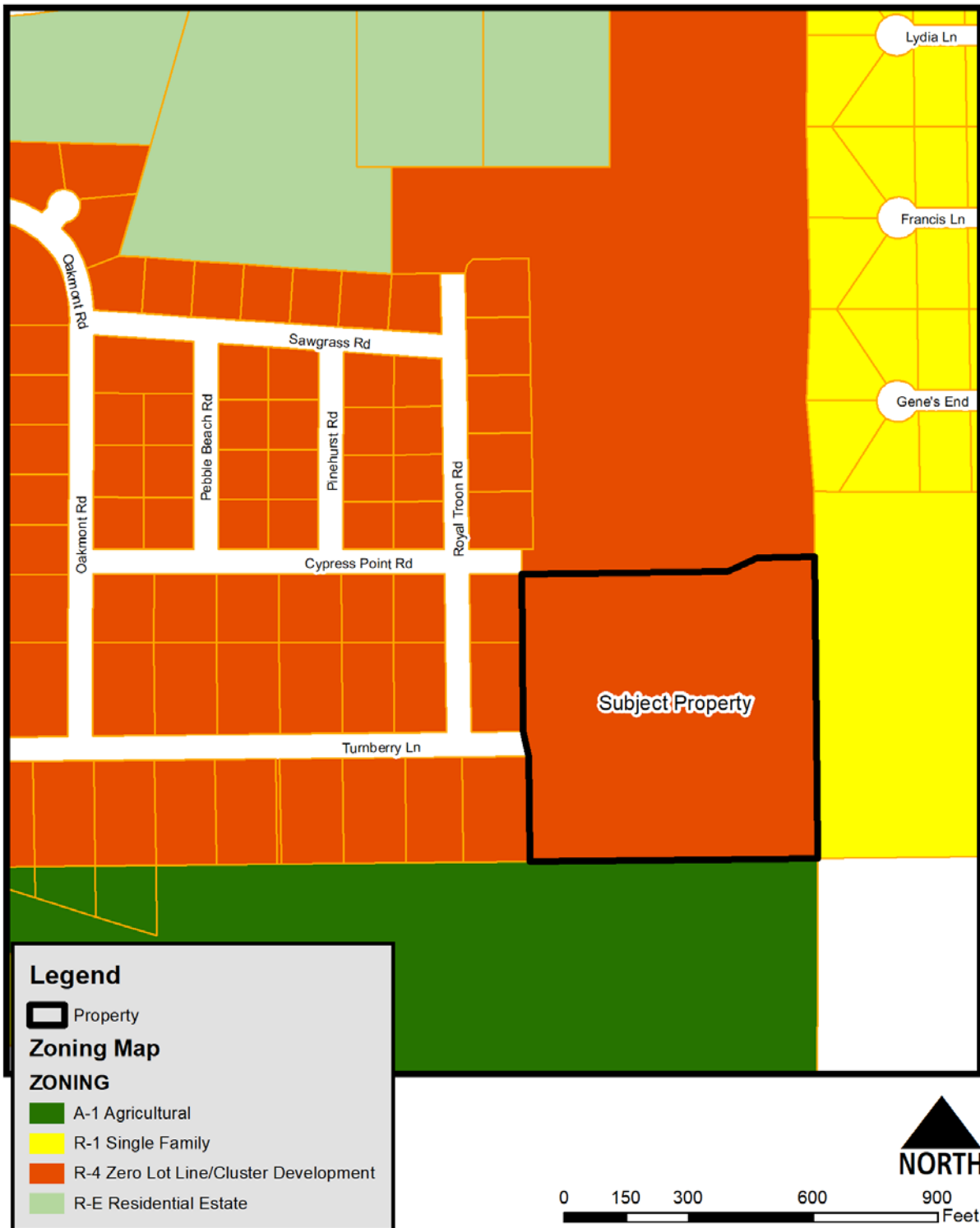


Legend

 Property



Attachment 2
EX 17-07 Zoning



[illegible][illegible]

POTABLE WATER

Parcel	Line	Table
Line #	Length	Direction
L1	46.44	S1°06'49.76"E
L2	105.00	N88°36'51.07"W
L3	108.75	S89°36'59.58"W
L4	36.70	S89°36'59.58"W
L5	224.38	S60°26'26.64"E
L6	54.99	S37°07'06.71"E
L7	334.92	S50°20'38.77"E
L8	18.54	S53°27'12.11"E
L9	303.75	N58°53'10.24"E
L10	17.42	N85°11'17.20"E
L11	206.46	N85°20'23.04"E
L12	118.06	N7°03.58"E
L13	68.78	N7°13'03.46"E
L14	48.22	N89°30'41.88"E
L15	9.51	S35°37'47.86"E
L16	11.70	S21°39'36.86"E
L17	15.14	N7°06'49.76"E
L18	13.33	N7°06'49.76"E

SANITARY SEWER

Parcel	Line	Length	Direction
L#1	162.25	55° 16' 12.57"	
L#2	589° 25' 51.61"		
L#5	399.63	589° 21' 15.42"	
L#8	347.93	53° 16' 29.33"	
L#9	105.32	142° 31' 42.96"	
L#10	34.25	180° 27' 09.82"	
L#13	33.31	345° 20' 17.98"	
L#31	56.30	N1° 20' 28.18"	
L#32	73.06	N44° 26' 14.29"	
L#35	100.89	589° 10' 38.43"	
L#36	102.53	589° 10' 38.43"	
L#37	60.35	N° 14' 21.57"	
L#38	5.00	N° 14' 21.57"	
L#39	56.71	582° 56' 12.92"	
L#42	59.26	50° 34' 08.97"	
L#43	59.87	50° 38' 45.68"	
L#44	63.84	50° 38' 45.68"	
L#45	29.76	50° 34' 21.57"	
L#46	108.09	N40° 00' 00.00"	
L#47	75.90	50° 00' 00.00"	
L#48	236		

ELECTRIC

Parcel	Line	Length	Line Table
L52	122.51	N07° 34' 41.53"E	
L53	254.48	N27° 15' 19.922"E	
L54	25.42	N25° 15' 27.44"E	
L55	275.73	S08° 36' 59.98"E	
L56	126.30	S09° 30' 31.94"E	
L41	95.46	S09° 43' 10.48"E	
L42	51.00	S13° 07' 06.71"E	
L43	53.73	S07° 43' 10.14"E	
L44	160.87	S05° 35' 27.39"E	
L45	121.91	N89° 07' 01.13"E	
L46	140.04	S08° 29' 28.04"E	
L47	242.57	N12° 17' 12.95"E	
L48	279.04	S06° 41' 12.00"E	
L49	133.61	N07° 20' 36.58"E	
L50	135.86	N77° 28' 13.79"E	
L48	80.51	N65° 16' 22.95"E	
L45	208.02	N65° 16' 12.50"E	
L56	213.47	N08° 28' 36.95"E	
L57	0.00	S08° 28' 36.95"E	

STORM SEWER

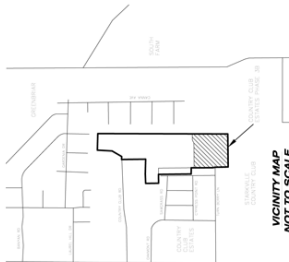
Parcel Line Table		
Line #	Length	Direction
L60	141.34	N88° 35' 43.31"W
L61	33.69	N1° 01' 41.32"W
L62	257.02	S89° 19' 43.76"W
L63	125.23	S89° 18' 44.08"W
L58	34.60	S89° 49' 19.64"E
L59	34.37	N45° 02' 55.96"E
L67	65.12	N83° 49' 07.82"W
L66	32.93	N0° 39' 07.21"W
L65	239.37	N89° 21' 00.00"E
L64	33.95	N0° 39' 07.21"W

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C3	235.55	63.92	211.15	N36° 10' 11"E	123.14

FRANK JONES
CONSTRUCTION
STARKVILLE, MS

COUNTRY CLUB ESTATES
PHASE 3-B
STARKVILLE, MS

PROJECT	FILE #	CHECKED BY:
	1707	CLP
SHEET #	DRAWN BY:	SCALE:
	PHASE 3-B	1" = 60'
DATE:	JW, JLP, TA	REVISION:
	9/27/2017	0
RECORD		



CERTIFICATE OF RECORDING:
This document was filed for record _____, 20____, in Slide _____ at _____
_____ signature _____
_____ name _____, Clerk

General Notes:

CERTIFICATE OF ENGINEERING ACCURACY:

I, Thomas E. Allen, hereby certify that this plat correctly represents a survey and plan made by me or under my supervision, that all monuments shown hereon actually exist and their location, size, type and material are correctly shown, and that all applicable requirements of the Starkville, Mississippi, Subdivision Regulations, with which I have been made aware, have been completely

Date of Execution

Thomas J. Breen, P.E.
Notary Public for the State of Mississippi

ACKNOWLEDGMENT

I, _____
State of Mississippi
County of Oktibeha

Personally appeared before me, the undersigned authority, in and for said County and State, on this _____ day of _____, 20____, _____, who acknowledged that he is the land surveyor of record, executed the above and foregoing instrument, after first having been duly authorized so to do.

Notary Public

CERTIFICATE OF SURVEYING ACCURACY: Thomas E. Allen, hereby certify that this plat correctly represents a survey and plan made by me under my supervision; that all monuments shown hereon actually exist and their location, size, and number are correctly shown; and that all applicable requirements of the State of Mississippi, Subdivision Regulations, with which I have been made aware, have been complied with.

Date of Execution _____

Thomas E. Allen, L.L.S.
No. 023888331/ptt

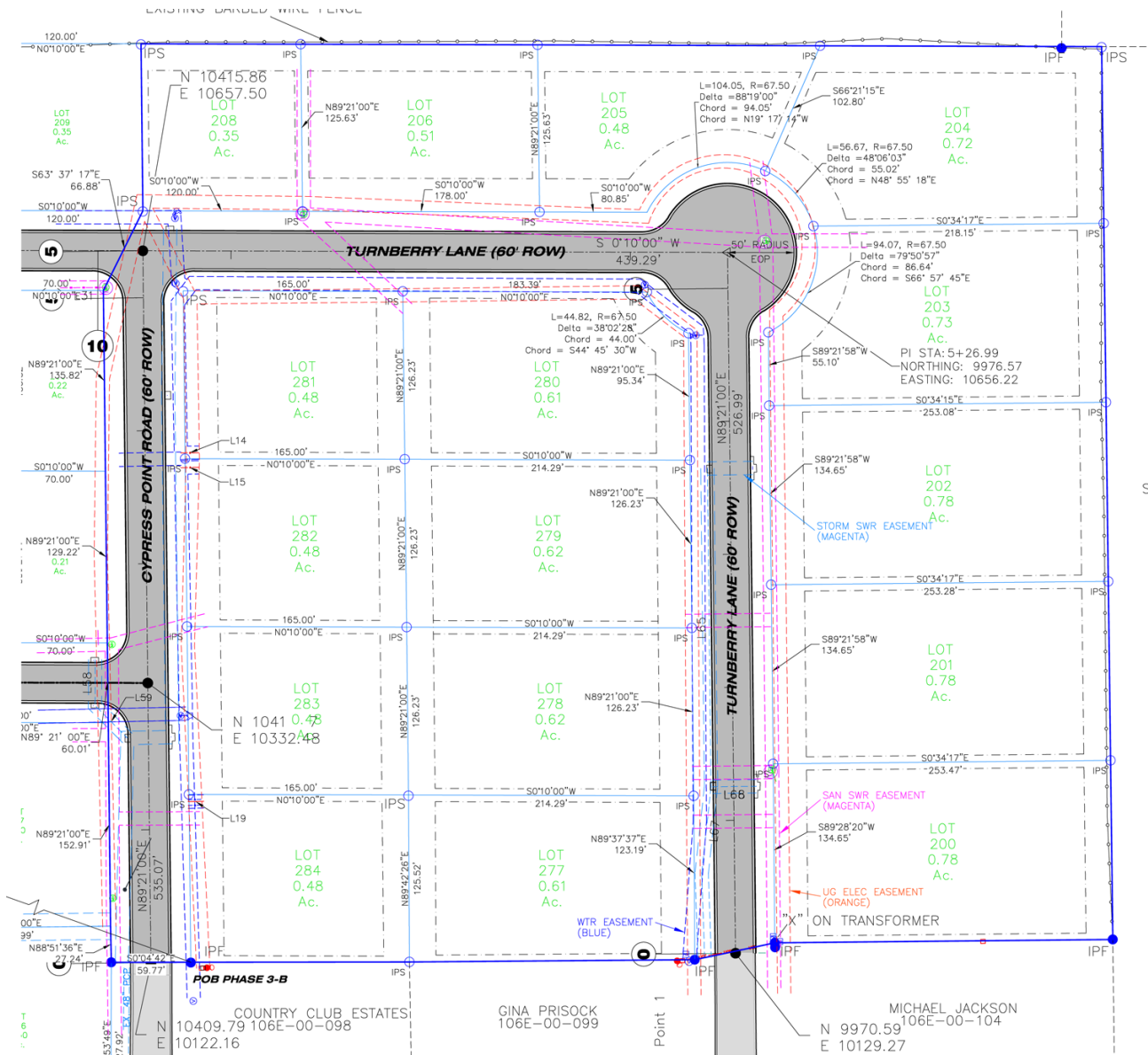
ACKNOWLEDGMENT

I, _____, _____,
State of Mississippi
County of Oritheba

Personally appeared before me, the undersigned authority in and for said County and State, on this _____ day of _____, 20____, within my jurisdiction, the within named Thomas E. Allen, who is the husband of _____, who acknowledged that he is the land surveyor of record, executed the above and foregoing instrument, and that he has been duly authorized so to do.

Notary Public

Attachment 4- Enlarged plat





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

AGENDA ITEM DEPT.: Municipal Court
AGENDA DATE: November 7, 2017
PAGE: 1 of 4

SUBJECT: Consider to extend services with Lexis Nexis to provide the Starkville Municipal Court with access to the Mississippi Code and legal research from 11/1/2017 through 10/31/2020 at a rate of \$321.00 per month.

AMOUNT & SOURCE OF FUNDING: 001-110-600-300 \$321.00 per month

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Starkville Municipal Court has been using Lexis Nexis for several years to provide the court with access to the Mississippi Code and legal research. This contract will allow an extension of their services through 10/31/2020.

This contract has received approval from City Attorney Chris Latimer.

**REQUESTING
DEPARTMENT:** Municipal Court

**DIRECTOR'S
AUTHORIZATION:** Tony Rook

FOR MORE INFORMATION CONTACT: Tony Rook 418-9292; trook@cityofstarkville.org

SUGGESTED MOTION:

Move approval to extend services with Lexis Nexis to provide the Starkville Municipal Court with access to the Mississippi Code and legal research from 11/1/2017 through 10/31/2020 at a rate of \$321.00 per month.



"Subscriber" Name: Starkville Municipal Court

Account Number: 1000099UB

"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	
---	--

2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
Mississippi Enhanced	1011625	
News	1010610	

Inter-Document Linking	1000690	
Core Public Records with Smartlinx	1004801	
Verdicts & Settlements - National	1010609	
MS Jury Instructions	1012381	
USCS	1011069	
☐ See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
11/1/2017 - 10/31/2018	\$321.00
11/1/2018 - 10/31/2019	\$321.00
11/1/2019 - 10/31/2020	\$321.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before ____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Starkville Muncipal Court	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	_____
Job Title:	_____
Date:	_____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	_____
Job Title:	_____
Date:	_____



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 11.07.17
PAGE: 1

SUBJECT: Authorization for Cody Burnett to participate in the Educational Assistance Program for the Fall 2017 semester to take master's level courses in Civil Engineering with a total reimbursement cost not to exceed \$1,500.00.

AMOUNT & SOURCE OF FUNDING
001-197-690-553 Training

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Engineering and Street

DIRECTOR'S
AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

Cody Burnett, Engineering Assistant for the City of Starkville, is pursuing his Master's degree in Civil Engineering. He is requesting to participate in the Educational Assistance program to enroll in the Directed Individual Study course. The total cost proposed for reimbursement including tuition and books is \$1,500.00

SUGGESTED MOTION: Move approval for Cody Burnett to participate in the Educational Assistance Program for the Fall 2017 semester to take master's level courses in Civil Engineering with a total reimbursement cost not to exceed \$1,500.00



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

AGENDA ITEM DEPT.: Engineering and Street
AGENDA DATE: 11.07.17
PAGE: 1

SUBJECT: Authorization for the City Engineer to advertise for all construction projects, construction related materials, construction related quotes, and consultant RFPs, as needed for the four-year capital improvement projects within the budgets previously allocated and approved by the Starkville Board of Aldermen; and in accordance with MS State procurement processes; and authorization for the Mayor to negotiate and execute all construction and consultant contracts with firms or companies listed below and accept construction materials quotes, as needed, for the four-year improvement projects which are less than \$50,000 in accordance with MS State procurement processes and as reviewed and approved by the City Attorney.

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

This motion would allow the Engineering Department to advertise for bids for all construction projects included in the four-year plan which are expected to be greater than \$50,000 at the appropriate time. Acceptance of the low bidder would come back before the Board of Aldermen for approval, but this would eliminate the need to get Board approval for each individual project advertisement. It is recommended to proceed in this manner in order to commence construction as quickly as possible on many of the smaller type projects and complete as much as possible this construction season.

Further, this motion would give authorization for the Mayor to execute construction materials quotes (less than \$50,000) and authorization to execute construction and consultant contracts (less than \$50,000) for projects included in the 4 year plan. All potential construction compaies and consultants that may be used for these projects quotes are attached for Board review. All procurement/bidding/etc. will coincide with State public procurement laws and processes.

SUGGESTED MOTION: Move for approval for the City Engineer to advertise for all construction projects, construction related materials, construction related quotes, and consultant RFPs, as needed for the four-year capital improvement projects within the budgets previously allocated and approved by the Starkville Board of Aldermen, and in accordance with MS State procurement processes; and authorization for the Mayor to negotiate and execute all construction and consultant contracts with firms or companies listed below and accept construction materials quotes, as needed, for the four-year improvement projects which are less than \$50,000 in accordance with MS State procurement processes and as reviewed and approved by the City Attorney.

Listing of potential vendors for quotes or contracts less than \$50,000 for projects associated with the 4 Year project list.

AAA Lawncare and Construction	Atwell-Gent
Burns Dirt Construction	Clearwater Consultants
Deko-crete Construction	Cook Coggin Consultants
Gregory Construction	Garver
Groundstone Construction	Neel Schaffer
Hester Fence and Construction	Pepper- Wooten Surveying and Engineering
JE Shurden Construction	Pickering
Phillips Construction	Pritchard Engineering
Prisock Dirt Construction	Springer Engineering
Stidham Construction	Volkert
Weathers Construction	Wagonner
Welding Works	
Williams Construction	



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 11/7/2017
PAGE: 1 of several

SUBJECT: Claims Docket through November 7, 2017

AMOUNT & SOURCE OF FUNDING: FY 2017 – 2018 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending November 7, 2017 is \$1,383,480.85
Of which the claims amount for Starkville Utilities is \$ 426,496.21

**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 November 7, 2017 for fiscal year ending 9/30/18, 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.



City of Starkville, MS

Expense Approval Report By Fund

Post Dates 10/25/2017 - 11/01/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-000-053-206		10/30/2017	240.06
COREY WESTBROOKS	100	10/26/2017	DJ SERVICES-NATIONAL NIGHT OUT	001-000-160-698		10/26/2017	200.00
GANN'S PARTY INFLATABLES	69323	10/26/2017	INFLATABLES FOR NATIONAL NIGHT OUT	001-000-160-698		10/26/2017	1,300.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-000-053-206		10/30/2017	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-000-054-205		10/30/2017	24.00
MARION WATSON	CM0000443	11/01/2017	GARNISHMENT 11.7.17	001-000-106-604		11/01/2017	-100.00
ALLEN BRANDON	INV0023923	11/01/2017	REFUND YOUTH BASKETBALL REGISTRATION	001-000-358-700		11/01/2017	50.00
Outstanding Total:							1,744.06
Paid							
RUE 21	INV0023836	10/27/2017	RESTITUTION FROM KENNETH WASHINGTON	001-000-149-691		10/27/2017	50.00
CYNTHIA HUNT BAIL BONDING	INV0023837	10/27/2017	RESTITUTION FROM COREY GUSTAVUS	001-000-149-691		10/27/2017	330.00
Paid Total:							380.00
Department 000 - UNDESIGNATED Total:							2,124.06
Department: 100 - BOARD OF ALDERMEN							
Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CS8S-643956	001-100-604-330		10/25/2017	294.09
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-100-604-330		10/30/2017	280.07
CADENCE VISA	INV0023764	10/25/2017	SMALL TOWN CONFERENCE FEES-CARVER & MILLER	001-100-610-350		10/25/2017	190.00
THE COMMERCIAL DISPATC	00002074	10/25/2017	NEWSPAPER ADVERTISEMENTS	001-100-680-311		10/25/2017	81.00
Outstanding Total:							845.16
Department 100 - BOARD OF ALDERMEN Total:							845.16

Expense Approval Report

Post Dates: 10/25/2017 - 11/01/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 110 - MUNICIPAL COURT							
Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-110-604-330		10/25/2017	294.09
CANON SOLUTIONS	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-110-604-330		10/30/2017	14.97
AMERICA-BURLINGTON							
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-110-604-330		10/30/2017	142.37
CANON FINANCIAL SERVICES, INC	17873468	10/30/2017	HTT26292	001-110-604-330		10/30/2017	230.00
CANON FINANCIAL SERVICES, INC	17873474	10/30/2017	QLA19783	001-110-604-330		10/30/2017	171.07
PITNEY GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	001-110-604-330		11/01/2017	87.90
PITNEY BOWES INC-PURCHASE POWER	INV0023924	11/01/2017	8000-9000-1141-9748 BY DEPT	001-110-604-330		11/01/2017	97.82
MS DEPT OF PUBLIC SAFETY	INV0023838	10/30/2017	SEPT 2017 WIRELESS COMM FEE	001-110-330-386		10/30/2017	1,871.00
MS DEPT OF PUBLIC SAFETY	INV0023839	10/30/2017	SEPT 2017 REFUSAL CHEMICAL TEST	001-110-330-396		10/30/2017	2,260.00
MS DEPT OF PUBLIC SAFETY	INV0023840	10/30/2017	SEPT 2017 DUI OFFENSE	001-110-330-397		10/30/2017	305.00
STATE TREASURER	INV0023841	10/30/2017	SEPT 2017 TRAFFIC VIOLATIONS	001-110-330-382		10/30/2017	10,972.50
STATE TREASURER	INV0023842	10/30/2017	SEPT 2017 IMPLIED CONSEN	001-110-330-385		10/30/2017	3,221.25
STATE TREASURER	INV0023843	10/30/2017	SEPT 2017 OTHER MISDEMEANORS	001-110-330-387		10/30/2017	3,201.75
STATE TREASURER	INV0023844	10/30/2017	SEPT 2017 COURT CONS	001-110-330-376		10/30/2017	80.00
STATE TREASURER	INV0023845	10/30/2017	SEPT 2017 APPEARANCE BOND	001-110-330-378		10/30/2017	493.00
STATE TREASURER	INV0023846	10/30/2017	SEPT 2017 ADT	001-110-330-389		10/30/2017	30.00
STATE TREASURER	INV0023847	10/30/2017	SEPT 2017 MVL	001-110-330-377		10/30/2017	3,166.00
STATE TREASURER	INV0023848	10/30/2017	SEPT 2017 VBF	001-110-330-393		10/30/2017	200.00
STATE TREASURER	INV0023849	10/30/2017	SEPT 2017 TT	001-110-330-166		10/30/2017	647.00
STATE TREASURER	INV0023850	10/30/2017	SEPT 2017 DV	001-110-330-395		10/30/2017	75.00
Outstanding Total:							27,560.72
Department 110 - MUNICIPAL COURT Total:							
							27,560.72
Department: 120 - MAYORS OFFICE							
Outstanding							
PROGRAPHICS, INC.	71354	10/31/2017	PAPER AND COPIES	001-120-501-200		10/31/2017	3.51
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-120-604-330		10/25/2017	294.09
CANON SOLUTIONS	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-120-604-330		10/30/2017	19.99
AMERICA-BURLINGTON							
CANON SOLUTIONS	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-120-604-330		10/30/2017	1.33
AMERICA-BURLINGTON							
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-120-604-330		10/30/2017	185.51

Expense Approval Report

Post Dates: 10/25/2017 - 11/01/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CHALET	226685	10/25/2017	PROCLAMATION FRAMED	001-120-691-550		10/25/2017	226.57
CANON FINANCIAL SERVICES, INC	17873473	10/30/2017	JME15733	001-120-604-330		10/30/2017	63.75
PITNEY GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	001-120-604-330		11/01/2017	87.90
DELL MARKETING L.P.	10176828716	10/26/2017	DELL MONITOR	001-120-501-200		10/26/2017	358.78
DELL MARKETING L.P.	10178575873	10/26/2017	MAYOR'S COMPUTER MONITOR	001-120-501-200		10/26/2017	50.23
DELL MARKETING L.P.	10183348489	10/26/2017	CORDLESS MOUSE	001-120-501-200		10/26/2017	14.99
BRIAN MICHAEL'S CATERING	1937	10/25/2017	CATERING FOR POLICE	001-120-600-300		10/25/2017	2,950.00
			BLDNG OPENING				
PITNEY BOWES INC- PURCHASE POWER	INV0023924	11/01/2017	8000-9000-1141-9748 BY DEPT	001-120-604-330		11/01/2017	11.86
Department: 123 - IT Outstanding							Outstanding Total: 4,268.51
Department 120 - MAYORS OFFICE							Department 120 - MAYORS OFFICE Total: 4,268.51

Department: 123 - IT

Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-123-604-330		10/25/2017	294.10
CANON SOLUTIONS AMERICA-BURLINGTON	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-123-604-330		10/30/2017	39.48
TYLER TECHNOLOGIES	025-201746	11/01/2017	POLICE SERVER MAINT	001-123-918-805		11/01/2017	6,792.62
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-123-604-330		10/30/2017	1,251.82
CANON FINANCIAL SERVICES, INC	17873469	10/30/2017	DRL72630 & JWH03501	001-123-604-330		10/30/2017	43.75
NORTHEAST EXTERMINATIN	316835	10/31/2017	CITY HALL PEST CONTROL 10.18.17	001-123-630-400		10/31/2017	45.00
EQUINOX CORPORATION	6357	10/26/2017	EVOICE BUSINESS IP TRUNKING	001-123-604-330		10/26/2017	995.80
BANKFIRST-VISA PAYMENT	7511877	10/25/2017	GATE.COM WEBHOSTING INV #S 7511877 & 7527731	001-123-600-300		10/25/2017	340.94
Department: 145 - OTHER ADMINISTRATIVE Outstanding							Outstanding Total: 9,803.51
Department 123 - IT							Department 123 - IT Total: 9,803.51

Department: 145 - OTHER ADMINISTRATIVE

Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-145-604-330		10/25/2017	294.09
CANON SOLUTIONS AMERICA-BURLINGTON	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-145-604-330		10/30/2017	14.97
CANON SOLUTIONS AMERICA-BURLINGTON	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-145-604-330		10/30/2017	214.38
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-145-604-330		10/30/2017	40.01
SAFEGUARD BUSINESS SYSTEMS	032456158	11/01/2017	SHARP CALCULATOR	001-145-501-200		11/01/2017	94.68

Expense Approval Report

Post Dates: 10/25/2017 - 11/01/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CANON FINANCIAL SERVICES, INC	17873470	10/30/2017	JME09414	001-145-604-330		10/30/2017	370.00
PITNEY GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	001-145-604-330		11/01/2017	87.90
PITNEY BOWES INC- PURCHASE POWER	INV0023924	11/01/2017	8000-9000-1141-9748 BY DEPT	001-145-604-330		11/01/2017	91.89
THE COMMERCIAL DISPATC	00002074	10/25/2017	NEWSPAPER ADVERTISEMENTS	001-145-501-200		10/25/2017	54.00
STARKVILLE DAILY NEWS	INV0023929	11/01/2017	SEPTEMBER ADVERTISING	001-145-501-200		11/01/2017	122.60
Department: 169 - LEGAL							
Outstanding							
STARKVILLE DAILY NEWS	INV0023927	11/01/2017	SEPTEMBER ADVERTISING	001-169-615-342		11/01/2017	2,026.94
STARKVILLE DAILY NEWS	INV0023928	11/01/2017	SEPTEMBER ADVERTISING	001-169-615-342		11/01/2017	314.44
STARKVILLE DAILY NEWS	INV0023931	11/01/2017	SEPTEMBER ADVERTISING	001-169-615-342		11/01/2017	167.60
Outstanding Total:							2,508.98
Department 145 - OTHER ADMINISTRATIVE Total:							2,508.98
Department: 180 - HUMAN RESOURCES							
Outstanding							
CANON SOLUTIONS AMERICA-BURLINGTON	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-180-604-330		10/30/2017	39.47
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-180-604-330		10/30/2017	176.21
CANON FINANCIAL SERVICES, INC	17873469	10/30/2017	DRL72630 & JWH03501	001-180-604-330		10/30/2017	43.75
PITNEY (GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	001-180-604-330		11/01/2017	87.90
PITNEY BOWES INC- PURCHASE POWER	INV0023924	11/01/2017	8000-9000-1141-9748 BY DEPT	001-180-604-330		11/01/2017	5.93
WAL MART-GENERAL CITY	02544	11/01/2017	CANDY FOR TRUNK OR TREA	001-180-501-200		11/01/2017	89.73
Outstanding Total:							442.99
Department 180 - HUMAN RESOURCES Total:							442.99
Department: 190 - CITY PLANNER							
Outstanding							
DELL MARKETING L.P.	10192395137	10/26/2017	LAPTOP FOR COMM DEVELOPMENT	001-190-918-807		10/26/2017	2,381.47
DELL MARKETING L.P.	10192430542	10/26/2017	55" SMARTBOARD MONITO	001-190-918-807		10/26/2017	4,326.89
CADENCE VISA	14301	10/26/2017	LANDFX-LICENSE SERVICES	001-190-918-807		10/26/2017	250.00
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-190-604-330		10/25/2017	294.09
CANON SOLUTIONS AMERICA-BURLINGTON	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-190-604-330		10/30/2017	8.58

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Post Dates: 10/25/2017 - 11/01/2017
CANON SOLUTIONS AMERICA-BURLINGTON	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-190-604-330		10/30/2017	Amount 1.32
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-190-604-330		10/30/2017	240.06
THE CLINIC AT ELM LAKE, PA	19220	10/25/2017	COM.DEV-EMMANUAL MOORE	001-190-691-550		10/25/2017	30.00
LESLIE DEAN, RLA	572	10/31/2017	OLD WENTWORTH COLLEGE SITE, HWY 182 10/6/17	001-190-600-323		10/31/2017	150.00
BUDDY SANDERS	INV0023763	10/25/2017	MML MEETING W/FARMER MORGAN & MAYOR	001-190-610-350		10/25/2017	134.32
CANON FINANCIAL SERVICES, INC	17873469	10/30/2017	DRL72630 & JWH03501	001-190-604-330		10/30/2017	87.50
CANON FINANCIAL SERVICES, INC	17873473	10/30/2017	JME15733	001-190-604-330		10/30/2017	63.75
PITNEY (GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	001-190-604-330		11/01/2017	87.90
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-190-525-231		10/30/2017	6.00
PITNEY BOWES INC-PURCHASE POWER	INV0023924	11/01/2017	8000-9000-1141-9748 BY DEPT	001-190-604-330		11/01/2017	65.21
THE COMMERCIAL DISPATC	00002074	10/25/2017	NEWSPAPER ADVERTISEMENTS	001-190-604-330		10/25/2017	40.50
WAL MART-GENERAL CITY	02767	11/01/2017	CANDY FOR TRUNK OR TREA	001-190-691-550		11/01/2017	96.87
LESLIE DEAN, RLA	578	10/31/2017	VACANT LOT ON WEST MAIN STREET	001-190-600-323		10/31/2017	150.00
BUDDY SANDERS	INV0023865	10/30/2017	REIMB TIGER GRANT EXP FOR PRINTS/COMPUTER TIM	001-190-691-550		10/30/2017	12.05
STARKVILLE DAILY NEWS	INV0023932	11/01/2017	SEPTEMBER ADVERTISING	001-190-604-330		11/01/2017	174.24
STARKVILLE DAILY NEWS	INV0023933	11/01/2017	SEPTEMBER ADVERTISING	001-190-604-330		11/01/2017	153.84
Outstanding Total:							8,754.59
Department 190 - CITY PLANNER Total:							8,754.59

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding							
CINTAS	215267005	10/30/2017	10.3.17 INVOICES BY DEPT	001-192-510-220		10/30/2017	306.03
CINTAS	INV0023870	10/30/2017	10.10.17 INVOICES BY DEPT	001-192-510-220		10/30/2017	25.07
ATMOS ENERGY	INV0023760	10/25/2017	4012591687 CITY HALL	001-192-625-380		10/25/2017	85.42
CINTAS	INV0023871	10/30/2017	10.17.17 INVOICES	001-192-510-220		10/30/2017	25.07
CINTAS	INV0023872	10/30/2017	10.24.17 INVOICES BY DEPT	001-192-510-220		10/30/2017	25.07
TCC FACILITIES MANAGEMENT, INC	2700	11/01/2017	JANITORIAL SERVICES/CITY HALL	001-192-600-338		11/01/2017	1,100.00
Outstanding Total:							1,566.66
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							1,566.66

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL							
Outstanding							
BOYS & GIRLS CLUB OF OKTIBBEHA CTY	INV0023857	10/30/2017	FY 2018 CONTRIBUTIONS	001-194-690-454		10/30/2017	5,000.00
VOLUNTEER STARKVILLE	INV0023858	10/30/2017	FY 2018 CONTRIBUTIONS	001-194-690-454		10/30/2017	2,500.00
SAFE HAVEN	INV0023859	10/30/2017	FY 2018 CONTRIBUTIONS	001-194-690-454		10/30/2017	1,500.00
OSERVS	INV0023860	10/30/2017	FY 2018 CONTRIBUTIONS	001-194-690-454		10/30/2017	5,000.00
						Outstanding Total:	14,000.00
Department 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:							
							14,000.00
Department: 195 - TRANSFERS TO OTHER AGENCIES							
Outstanding							
MUNICODE	00296839	10/31/2017	ANNUAL WEB HOSTING 10/1/2017-09/30/2018	001-195-690-554		10/31/2017	900.00
HERITAGE MUSEUM	INV0023851	10/30/2017	FY 2018 CONTRIBUTIONS	001-195-951-969		10/30/2017	5,000.00
BRICKFIRE PROJECT	INV0023861	10/30/2017	FY 2018 CONTRIBUTIONS	001-195-951-965		10/30/2017	5,000.00
						Outstanding Total:	10,900.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:							
							10,900.00
Department: 196 - CEMETERY ADMINISTRATION							
Outstanding							
LESLIE DEAN, RLA	573	10/31/2017	ODD FELLOWS-HWY 182 10/4/17	001-196-630-425		10/31/2017	550.00
LESLIE DEAN, RLA	574	10/31/2017	ODD FELLOWS UNIV DRIVE 10/10/17	001-196-630-402		10/31/2017	1,100.00
LESLIE DEAN, RLA	575	10/31/2017	ODD FELLOWS-HWY 182- 10/18/17	001-196-630-425		10/31/2017	550.00
LESLIE DEAN, RLA	576	10/31/2017	ODD FELLOWS -UNIV DR 10/24/17	001-196-630-402		10/31/2017	1,100.00
LESLIE DEAN, RLA	577	10/31/2017	BRUSH ARBOR-UNIV DR 10.24.17	001-196-630-425		10/31/2017	400.00
LESLIE DEAN, RLA	579	10/31/2017	INSTALL SIGNS-CEMETARIES 10.27.17	001-196-691-550		10/31/2017	150.00
						Outstanding Total:	3,850.00
Department 196 - CEMETERY ADMINISTRATION Total:							
							3,850.00
Department: 197 - ENGINEERING							
Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-197-604-330		10/25/2017	294.09
CANON SOLUTIONS	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-197-604-330		10/30/2017	1.32
AMERICA-BURLINGTON							
CANON FINANCIAL	17873473	10/30/2017	JME15733	001-197-604-330		10/30/2017	63.75
SERVICES, INC							
PITNEY GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	001-197-604-330		11/01/2017	87.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-197-525-231		10/30/2017	2.00
PETTY CASH VOUCHERS	205735	10/31/2017	PARKING AT MDOT MEETING/REIMB E.KEMP	001-197-501-200		10/31/2017	3.00
MS ENGINEERING SOCIETY	INV0023888	10/31/2017	DUES FOR CODY BURNETT	001-197-690-555		10/31/2017	274.00
Paid							Outstanding Total:
							726.06
TRUSTMARK NATIONAL BAN	INV0023830	10/27/2017	93894/TACOMAS & PRIUS	001-197-820-874		10/27/2017	385.59
TRUSTMARK NATIONAL BAN	INV0023830	10/27/2017	93894/TACOMAS & PRIUS	001-197-830-873		10/27/2017	51.36
Paid							436.95
Department 197 - ENGINEERING Total:							1,163.01
Department: 201 - POLICE DEPARTMENT							
Outstanding							
CANON SOLUTIONS	145427632	10/30/2017	COPIER/SUPPLIES	001-201-635-369		10/30/2017	955.51
AMERICA-BURLINGTON							
MID-SOUTH UNIFORM & SUPPLY	5565160	10/31/2017	SERVING BARS & NAME PLATES	001-201-535-233		10/31/2017	964.63
IVY AUTO PARTS, LLC.	568865	10/31/2017	HALOGEN CAPSULE	001-201-501-200		10/31/2017	28.99
MAGNOLIA BOTTLED WATER CO	28279	10/31/2017	WATER	001-201-501-200		10/31/2017	60.00
MAGNOLIA BOTTLED WATER CO	28536	10/31/2017	WATER	001-201-501-200		10/31/2017	45.00
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-201-604-330		10/25/2017	294.09
CANON SOLUTIONS	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-201-635-369		10/30/2017	237.49
AMERICA-BURLINGTON							
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-201-604-330		10/30/2017	1,801.31
RACKLEY OIL INC.	000466968	10/31/2017	GAS	001-201-525-231		10/31/2017	16.63
MAGNOLIA BOTTLED WATER CO	29735	10/31/2017	WATER	001-201-501-200		10/31/2017	22.50
HURRICANE ELECTRONICS, INC.	439082	10/26/2017	WIRELESS SUPER MIC & CABLE KIT	001-201-918-805		10/26/2017	1,419.00
PITTS SIGN COMPANY	PO M-12990A	10/31/2017	CHANGE	001-201-600-300		10/31/2017	550.00
ALLEN EDWARDS BODY SHO	2451	10/25/2017	NUMBERS/RESTRIPE CARS	001-201-630-360		10/25/2017	50.00
CITY OF COLUMBUS	SPD-001336-1017	10/25/2017	REPAIR SUNROOF LEAK ON JEEP COMMANDER	001-201-600-300		10/25/2017	200.00
MID-SOUTH UNIFORM & SUPPLY	567796	10/31/2017	CELL PHONE ANALYSIS	001-201-535-233		10/31/2017	2,547.95
MID-SOUTH UNIFORM & SUPPLY	567835	10/31/2017	MOCK TURTLENECKS, DRESS HATS	001-201-535-233		10/31/2017	3,220.00
R&M TIRES	1115046	10/31/2017	VESTS, CONCEALABLE CARRIERS, TRAUMA PLATE	001-201-630-360		10/31/2017	20.00
COPY COW	482	10/25/2017	REPAIR FLAT ENVELOPES	001-201-501-200		10/25/2017	9.75
MID-SOUTH UNIFORM & SUPPLY	567942	10/31/2017	VELCRO DUTY BELT/INNER BELTS	001-201-535-233		10/31/2017	1,287.15

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SYMBOLARTS	0292137-IN	11/01/2017	CHALLENGE COINS	001-201-600-300		11/01/2017	630.00
ALLEN EDWARDS BODY SHO	2452	10/25/2017	REPAIRS TO S-21	001-201-630-360		10/25/2017	902.60
RACKLEY OIL INC.	000467540	10/31/2017	GAS	001-201-525-231		10/31/2017	3,452.59
TOM ROBERSON	INV0023940	11/01/2017	CLOTHING ALLOWANCE	001-201-535-233		11/01/2017	500.00
ATMOS ENERGY	INV0023761	10/25/2017	4022600568 POLICE DEPARTMENT	001-201-625-380		10/25/2017	212.79
CANON FINANCIAL SERVICES, INC	17873472	10/30/2017	JMQ18879 & 18878	001-201-635-369		10/30/2017	402.00
CANON FINANCIAL SERVICES, INC	17873475	10/30/2017	QNR08831	001-201-635-369		10/30/2017	126.52
PITNEY GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	001-201-604-330		11/01/2017	87.90
MS LAW RESEARCH INSTITU	4147	10/31/2017	HANDBOOK FOR JUDGES,CLERKS, PROSEC. & LAW ENFORCE.	001-201-501-200		10/31/2017	280.00
CADENCE VISA	803174	10/30/2017	CAKE FOR PD GRAND OPENING	001-201-501-200		10/30/2017	63.12
AT&T	INV0023756	10/25/2017	NCIC MON. LINE 662-615-1467 637 0593	001-201-600-300		10/25/2017	42.74
R&M TIRES	1115125	10/31/2017	OIL CHANGE	001-201-630-360		10/31/2017	52.50
BASICS, INC. A Trade America Company	22096	10/25/2017	DUSTMOP HANDLES, FRAMES, HEADS	001-201-501-200		10/25/2017	120.64
DOSS ELECTRIC, INC.	3837	10/26/2017	TV JACK FOR POLICE GYM	001-201-600-300		10/26/2017	287.16
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-201-525-231		10/30/2017	30.00
OREILLY AUTO PARTS	997-385557	10/31/2017	HEADLIGHT	001-201-501-200		10/31/2017	32.09
DONNA LOTT	INV0023768	10/26/2017	CLOTHING ALLOWANCE FOR HEADLEY & REAVES	001-201-535-233		10/26/2017	382.71
MAXXSOUTH BROADBAND	INV0023887	10/31/2017	8282-41-101-0404037-501 HWY 12 W STE 370	001-201-604-330		10/31/2017	127.11
NOBLE	INV0023895	10/31/2017	T.OUTLAW DUES	001-201-690-555		10/31/2017	150.00
PITNEY BOWES INC- PURCHASE POWER	INV0023924	11/01/2017	8000-9000-1141-9748 BY DEPT	001-201-604-330		11/01/2017	11.86
MAXXSOUTH BROADBAND	INV0023883	10/31/2017	8282-41-101-0488881	001-201-600-300		10/31/2017	120.95
GOLDEN TRIANGLE EMPLOYMENT EXPO	INV0023774	10/26/2017	BOOTH AT JOB FAIR	001-201-600-300		10/26/2017	175.00
BANCORPSOUTH EQUIPMENT FINANCE	INV0023867	10/30/2017	POLICE CARS PAYMENT	001-201-820-874		10/30/2017	26,121.48
BANCORPSOUTH EQUIPMENT FINANCE	INV0023867	10/30/2017	POLICE CARS PAYMENT	001-201-830-873		10/30/2017	1,450.50

Outstanding Total:

49,492.26

Department 201 - POLICE DEPARTMENT Total:

49,492.26

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 230 - POLICE TRAINING							
Outstanding							
DPS LAW ENFORCEMENT TRAINING	90064371	10/26/2017	JAMES SMITH MLEOTA TUITION	001-230-690-552		10/26/2017	3,655.00
Outstanding Total:							3,655.00
Department 230 - POLICE TRAINING Total:							3,655.00
Department: 237 - FIRING RANGE							
Outstanding							
SCOTT PETROLEUM DIV. #15	INV0023925	11/01/2017	TANK RENTAL	001-237-545-238		11/01/2017	48.00
Outstanding Total:							48.00
Department 237 - FIRING RANGE Total:							48.00
Department: 240 - POLICE-COMMUNICATION SERV							
Outstanding							
BOB'S MOBILE RADIO	INV0023866	10/30/2017	MONTHLY CONTRIBUTION INVOICE	001-240-630-404		10/30/2017	406.00
Outstanding Total:							406.00
Department 240 - POLICE-COMMUNICATION SERV Total:							406.00
Department: 250 - NARCOTICS BUREAU							
Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-250-604-330		10/25/2017	294.09
Outstanding Total:							294.09
Department 250 - NARCOTICS BUREAU Total:							294.09
Department: 261 - FIRE DEPARTMENT							
Outstanding							
CANON SOLUTIONS AMERICA-BURLINGTON H&H STARKVILLE	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-261-501-200		10/30/2017	118.86
ARMY NAVY PAWN SHOP OKTIBBEHA COUNTY COOPERATIVE	SV-O-1001198	10/26/2017	ACCESSORIES FOR NEW FORD TRUCK	001-261-630-360		10/26/2017	1,610.00
		10/25/2017	3 PAIR UNIFORM PANTS	001-261-535-233		10/25/2017	120.00
		10/31/2017	JUMP BOOTS	001-261-535-233		10/31/2017	99.85
NEWELL PAPER COMPANY	3015296	10/31/2017	TOWELS, CLEANER, SCRUBBERS	001-261-510-220		10/31/2017	342.81
NEWELL PAPER COMPANY	3015889	10/31/2017	CASCADE LIQUID	001-261-510-220		10/31/2017	81.68
NEWELL PAPER COMPANY	3015960	10/31/2017	3 CASES SPONGE SCRUBBER	001-261-510-220		10/31/2017	27.20
WAL MART-GENERAL CITY	02293	11/01/2017	LINEN FOR NEW FIREFIGHTE	001-261-555-250		11/01/2017	30.99
EVS /G&W DIESEL SERVICES, INC	129910	10/26/2017	FIREFIGHTER BOOTS/10 CARBON HOODS	001-261-918-805		10/26/2017	664.55
MID-SOUTH UNIFORM & SUPPLY	568030	10/31/2017	3 DRESS COATS, PANTS	001-261-535-233		10/31/2017	977.97
RACKLEY OIL INC.	00467539	10/31/2017	GAS	001-261-525-231		10/31/2017	374.87

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GATEWAY TIRE & SERVICE CENTER	1103871764	10/26/2017	REPAIR FLAT	001-261-630-360		10/26/2017		15.00
POWERSTROKE EQUIPMENT SALES & SVC	2618	10/31/2017	DRILL, HAMMER, SAW, BLAD	001-261-918-805		10/31/2017		4,822.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-261-525-231		10/30/2017		12.00
LOWE'S	PO H-16502	10/31/2017	SIDING/VEHICLE BR, SHOP VAC	001-261-555-250		10/31/2017		63.12
RACKLEY OIL INC.	000467995	10/31/2017	FUEL FOR TRUCKS	001-261-525-231		10/31/2017		177.02
QUILL CORPORATION	1762073	10/31/2017	OFFICE SUPPLIES AND INK	001-261-501-200		10/31/2017		210.54
EMERGENCY EQUIPMENT PROFESSIONALS	430256	10/26/2017	REPLACED 5 INJECTORS & LADDER REPAIR	001-261-630-360		10/26/2017		3,952.84
SUNBELT FIRE APPARATUS	307471	11/01/2017	LOCKNUTS, FLAT TORK, DOOR LATCH	001-261-630-360		11/01/2017		56.52
RACKLEY OIL INC.	000468404	10/31/2017	FUEL FOR TRUCKS	001-261-525-231		10/31/2017		165.79
THE COMMERCIAL DISPATC	00002074	10/25/2017	NEWSPAPER ADVERTISEMENTS	001-261-691-550		10/25/2017		40.50
WAL MART-GENERAL CITY	08936	11/01/2017	BATTERIES FOR FIRE STATIO	001-261-555-250		11/01/2017		30.88
GATEWAY TIRE & SERVICE CENTER	1103886441	10/30/2017	4 TIRES AND MOUNT	001-261-630-360		10/30/2017		1,006.56
EVS /G&W DIESEL SERVICES, INC	130021	10/30/2017	FOAM, BOOTS,	001-261-918-805		10/30/2017		592.94
EMPLOYEE DATA FORMS, IN	18-50556	10/30/2017	100 CALENDARS, 10 HOLIDAY SCHEDULES	001-261-501-200		10/30/2017		53.75
STARKVILLE DAILY NEWS	INV0023935	11/01/2017	SEPTEMBER ADVERTISING PINK HEELS	001-261-691-550		11/01/2017		385.00
STARKVILLE DAILY NEWS	INV0023936	11/01/2017	SEPTEMBER ADVERTISING	001-261-691-550		11/01/2017		58.80
Department: 262 - FIRE PREVENTION								
Outstanding								
CREATIVE PRODUCT SOURCE, INC	CPI067878	10/30/2017	FIRE PREVENTION MATERIAL	001-262-555-250		10/30/2017		307.50
CREATIVE PRODUCT SOURCE, INC	CPI068250	10/30/2017	MOOD SPARKLE PENCILS	001-262-555-250		10/30/2017		1,057.98
Outstanding Total:								1,365.48
Department 262 - FIRE PREVENTION Total:								1,365.48

Department: 263 - FIRE TRAINING

Outstanding

STEWART BIRD	INV0023926	11/01/2017	TASK FORCE DEPLOYMENT-FLORIDA/MEALS & TRAVEL	001-263-600-390		11/01/2017		61.46
UPS	54E5Y377	11/01/2017	SHIPPING	001-263-600-390		11/01/2017		14.08
CHARLES BOWENS	INV0023766	10/25/2017	MSFA HAZMATT FF1001 I & II MEALS & TRAVEL	001-263-600-390		10/25/2017		30.77

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STATE FIRE ACADEMY	25787	11/01/2017	N.GAUDIN, R MCBRIDE, J MCKINNEY	001-263-600-390		11/01/2017	120.00
MATT SCHOBOR	INV0023890	10/31/2017	TASK FORCE-BILOXI/MEALS REIMBURSEMENT	001-263-600-390		10/31/2017	9.62
STATE FIRE ACADEMY	25806	11/01/2017	FIRE SVC INSTRUCTOR-J CAI	001-263-600-390		11/01/2017	380.00
STATE FIRE ACADEMY	25816	11/01/2017	M HOLMES,N PEARSON, K WILSON	001-263-600-390		11/01/2017	1,500.00
DEWAYNE DAVIS	INV0023767	10/26/2017	STATE FIRE ACADEMY-MEAL	001-263-600-390		10/26/2017	99.55
JEROME CLARK	INV0023828	10/27/2017	TRAINING-MEALS	001-263-600-390		10/27/2017	88.58
JONATHAN WADE	INV0023877	10/31/2017	MFSA MEAL REIMBURSEMENT	001-263-600-390		10/31/2017	62.07
NATHAN HERNDON	INV0023894	10/31/2017	TASK FORCE DEPLOYMENT/MEALS & TRAVEL	001-263-600-390		10/31/2017	79.19
MARK MCCURDY	INV0023891	10/31/2017	MFIA SEMINAR/HOTEL AND MEALS	001-263-600-390		10/31/2017	256.68
JOHNATHAN CAIN	INV0023878	10/31/2017	MSFA MEAL REIMBURSEMENT	001-263-600-390		10/31/2017	66.56
JUSTIN EDWARDS	INV0023879	10/31/2017	TASK FORCE-FLORIDA /MEALS & TRAVEL	001-263-600-390		10/31/2017	145.74
MICHAEL MORROW	INV0023893	10/31/2017	1003 AIRPORT RESCUE FIREFIGHTER/MEAL REIMB.	001-263-600-390		10/31/2017	52.95
TONY CLAYBORN	INV0023943	11/01/2017	TRAINING CONF/REIM TRAVEL & HOTEL	001-263-600-390		11/01/2017	405.68
Department: 264 - FIRE COMMUNICATIONS							Outstanding Total:
Outstanding							3,372.93
ALARM SECURITIES, INC. dba ASI	41582	10/30/2017	MONTHLY MAINT FOR OFFICE SRV PHONE SYSTEM	001-264-604-330		10/30/2017	52.82
BOB'S MOBILE RADIO	315823	10/25/2017	INSTALL RADIO ON NEW FORD TRUCK	001-264-630-404		10/25/2017	920.50
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-264-604-330		10/25/2017	294.09
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-264-604-330		10/30/2017	160.04
MAXXSOUTH BROADBAND	INV0023884	10/31/2017	8282-41-101-005495 /FIRESTATION 2	001-264-604-330		10/31/2017	80.95
FEDEX	5-957-68238	10/30/2017	SHIPPING TO PERF. TRAINING SYSTEMS	001-264-604-330		10/30/2017	89.04
BOB'S MOBILE RADIO	INV0023866	10/30/2017	MONTHLY CONTRIBUTION INVOICE	001-264-630-404		10/30/2017	310.00
Department 264 - FIRE COMMUNICATIONS Total:							1,907.44
Department 263 - FIRE TRAINING Total:							3,372.93

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 267 - FIRE STATIONS AND BUILDINGS							
Outstanding							
NORTHEAST EXTERMINATIN	PO H-16482	10/31/2017	MONTHLY PEST/FIRE STATION 1	001-267-558-269		10/31/2017	110.00
ATMOS ENERGY	INV0023758	10/25/2017	3055511080 FIRESTATION 1	001-267-625-380		10/25/2017	67.67
DIRECTV	32575426505	10/26/2017	STATION 5 SATELLITE TV	001-267-625-380		10/26/2017	244.48
ATMOS ENERGY	INV0023759	10/25/2017	3020829684-FIRESTATION #	001-267-625-380		10/25/2017	50.30
ATMOS ENERGY	INV0023869	10/30/2017	3017756705	001-267-625-380		10/30/2017	60.73
Outstanding Total:							533.18
Department 267 - FIRE STATIONS AND BUILDINGS Total:							
533.18							
Department: 281 - BUILDING/CODES OFFICE							
Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-281-604-330		10/25/2017	294.09
CANON SOLUTIONS	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-281-604-330		10/30/2017	1.32
AMERICA-BURLINGTON							
CADENCE VISA	2019638512	10/25/2017	DOWNPAYMENT ON PHONE -CSPIRE	001-281-604-330		10/25/2017	49.99
EXPRESS EMPLOYMENT PROFESSIONALS	19581073	10/26/2017	J. POSLEY WEEK ENDING 10/8/17	001-281-600-300		10/26/2017	624.80
CANON FINANCIAL SERVICES, INC	17873473	10/30/2017	JME15733	001-281-604-330		10/30/2017	63.75
PITNEY (GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	001-281-604-330		11/01/2017	87.90
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-281-525-231		10/30/2017	4.00
EXPRESS EMPLOYMENT PROFESSIONALS	19615532	10/26/2017	J.POSLEY WEEK ENDING 10/15/17	001-281-600-300		10/26/2017	624.80
OKTIBBEHA COUNTY COOPERATIVE	291525	10/31/2017	E.MOORE WORK BOOTS	001-281-535-233		10/31/2017	90.12
PITNEY BOWES INC-PURCHASE POWER	INV0023924	11/01/2017	8000-9000-1141-9748 BY DEPT	001-281-604-330		11/01/2017	11.86
WAL MART-GENERAL CITY	04215	11/01/2017	CAMERA	001-281-555-250		11/01/2017	89.00
WAL MART-GENERAL CITY	INV0023941	11/01/2017	TONGS AND BOWL	001-281-691-550		11/01/2017	17.76
GOLDEN TRIANGLE PLANNING & DEVELOPM	1027102017	10/30/2017	INV# 3130, 3145,3146,3147	001-281-600-300		10/30/2017	490.00
TRUSTMARK NATIONAL BAN	INV0023937	11/01/2017	00028207975/STREET F250 & 2 TACOMAS	001-281-820-874		11/01/2017	397.46
TRUSTMARK NATIONAL BAN	INV0023937	11/01/2017	00028207975/STREET F250 & 2 TACOMAS	001-281-830-873		11/01/2017	53.91
Outstanding Total:							2,900.76
Paid							
TRUSTMARK NATIONAL BAN	INV0023830	10/27/2017	93894/TACOMAS & PRIUS	001-281-820-874		10/27/2017	385.59

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TRUSTMARK NATIONAL BAN	INV0023830	10/27/2017	93894/TACOMAS & PRIUS	001-281-830-873		10/27/2017	51.36
							Paid Total: 436.95
							Department 281 - BUILDING/CODES OFFICE Total: 3,337.71

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	INV0023772	10/26/2017	99633-001	001-290-625-380		10/26/2017	34.32
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Outstanding Total: 34.32

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 34.32

Department: 301 - STREET DEPARTMENT

Outstanding

STRIBLING EQUIPMENT, INC.	RS005006353.01	11/01/2017	TRACTOR REPAIR AND SVC CALL	001-301-630-400		11/01/2017	3,083.46
G&C SUPPLY CO., INC	6667378	10/26/2017	3 RHINO PRO SERIES LUBRICANT	001-301-630-400		10/26/2017	68.66
S&K DOOR AND SPECIALTY COMPANY, INC.	62120	11/01/2017	SVC CALL TO REPAIR STEEL DOOR/REPLACED BAR & SLATS	001-301-630-360		11/01/2017	650.00
CINTAS FIRST AID & SAFETY	5008736238	10/25/2017	FIRST AID SUPPLIES	001-301-555-250		10/25/2017	289.40
LAWSON PRODUCTS, INC.	9305228473	10/31/2017	MACHINE SCREW TAMPER, BREAKAWAY NUT, HEX INSERT BI	001-301-555-250		10/31/2017	945.32
TJ CHEMICALS & SUPPLIES	4441	11/01/2017	12 TB QUARTS	001-301-630-400		11/01/2017	110.00
NUNLEY TRUCKING CO., INC.	23157	10/31/2017	68.16 3 LOADS OF CR FROM HOOVER, INC.	001-301-560-270		10/31/2017	1,733.99
TRIPLE C TRAILERS, LLC	844	11/01/2017	HEAVY	001-301-630-360		11/01/2017	135.00
APAC-MISSISSIPPI, INC	4000073290	10/25/2017	ASPHALT 9/25-9/27/17	001-301-560-270		10/25/2017	1,552.33
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-301-604-330		10/25/2017	294.09
PAUL'S WELDING	227184	10/31/2017	REPAIR TRAILER	001-301-630-400		10/31/2017	150.00
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-301-604-330		10/30/2017	142.37
CINTAS	215267005	10/30/2017	10.3.17 INVOICES BY DEPT	001-301-535-233		10/30/2017	35.00
CINTAS	215267005	10/30/2017	10.3.17 INVOICES BY DEPT	001-301-535-233		10/30/2017	115.93
BELL BUILDING SUPPLY, INC.	205222	10/25/2017	7 CONCRETE MIX #80	001-301-560-270		10/25/2017	31.43
LOWE'S	PO A-2019	10/31/2017	SCREWDRIVER, ALUM REEL, SCOTCH TAPE, WEATHERSTR	001-301-555-250		10/31/2017	95.42
BELL BUILDING SUPPLY, INC.	205283	10/25/2017	FLOOR DUSTERS, UTILITY KNIFE, POWERBLOCK	001-301-560-270		10/25/2017	50.44
FASTENAL COMPANY	MSSTA74875	10/26/2017	EYEWEAR AND VESTS	001-301-555-250		10/26/2017	27.56
GATEWAY TIRE & SERVICE CENTER	1103866698	10/26/2017	TRUCK FLAT AND ROUND TRIP SERVICE CALL	001-301-630-400		10/26/2017	123.50
BASICS, INC. A Trade America Company	22064	10/25/2017	SHOP TOWELS	001-301-555-250		10/25/2017	146.78

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key
HILL MANUFACTURING COMPANY, INC.	951305-78	10/26/2017	DOZEN HI & DRY MELON	001-301-555-250	10/26/2017
CINTAS	INV0023870	10/30/2017	10.10.17 INVOICES BY DEPT	001-301-535-233	10/30/2017
CINTAS	INV0023870	10/30/2017	10.10.17 INVOICES BY DEPT	001-301-535-233	10/30/2017
BELL BUILDING SUPPLY, INC.	205627	10/25/2017	PROMO SURESPRAY	001-301-555-250	10/25/2017
COLUMBUS RUBBER & GASKET CO., INC.	551085-001	10/25/2017	HOSE ASSEMBLY & SLEEVE	001-301-555-250	10/25/2017
SHERWIN WILLIAMS CO.	8150-9	11/01/2017	PAINT SUPPLIES	001-301-565-272	11/01/2017
ATMOS ENERGY	INV0023762	10/25/2017	3020752444 STREET DEPT	001-301-625-380	10/25/2017
GATEWAY TIRE & SERVICE CENTER	1103876011	10/26/2017	REPAIR FLAT /MOUNT AND BALANCE	001-301-630-400	10/26/2017
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-301-525-231	10/30/2017
BELL BUILDING SUPPLY, INC.	206116	10/25/2017	PORTLAND CEMENT	001-301-555-250	10/25/2017
PAUL'S WELDING	227192	10/31/2017	REWORK PLATFORM SIGN TRUCK	001-301-630-400	10/31/2017
G&C SUPPLY CO., INC	6674118	10/26/2017	50 YARDS CONTROLTAC WITH PREMASK	001-301-565-272	10/26/2017
G&C SUPPLY CO., INC	6674119	10/26/2017	PRISMATIC FLAT ALUMINIUM DBLSIDED	001-301-565-272	10/26/2017
SHERWIN WILLIAMS CO.	8362-0	11/01/2017	PAINT	001-301-565-272	11/01/2017
CINTAS	INV0023871	10/30/2017	10.17.17 INVOICES	001-301-535-233	10/30/2017
POWERSTROKE EQUIPMENT SALES & SVC	2634	10/31/2017	2 AIR FILTER KITS	001-301-555-250	10/31/2017
BELL BUILDING SUPPLY, INC.	206356	10/25/2017	BROOMS	001-301-560-270	10/25/2017
OKTIBBEHA COUNTY COOPERATIVE	292965	10/31/2017	4 KNIFE SHARPENERS	001-301-555-250	10/31/2017
BELL BUILDING SUPPLY, INC.	206789	10/25/2017	CONCRETE,BRICK FILL	001-301-560-270	10/25/2017
BELL BUILDING SUPPLY, INC.	206799	10/25/2017	25' TAPE RULER	001-301-560-270	10/25/2017
BASICS, INC. A Trade America Company	22102	10/25/2017	TOILET TISSUE, PAPER TOWELS, BUCKET	001-301-555-250	10/25/2017
SHERWIN WILLIAMS CO.	8540-1	11/01/2017	TRAY LINER/WIRE/FOAM	001-301-565-272	11/01/2017
BANKFIRST-VISA PAYMENT	A2046	10/25/2017	GROUND SHIPPING/RETURN	001-301-555-250	10/25/2017
CINTAS	INV0023872	10/30/2017	10.24.17 INVOICES BY DEPT	001-301-535-233	10/30/2017
CINTAS	INV0023872	10/30/2017	10.24.17 INVOICES BY DEPT	001-301-535-233	10/30/2017
LOWE'S	PO A-1975	10/31/2017	HAMMER,DREMEL,TAPE MEASURE,TOOL BAGS	001-301-555-250	10/31/2017
PETTY CASH VOUCHERS	INV0023899	10/31/2017	8 DUPLICATE KEYS/COLUMBUS LOCK & KE	001-301-501-200	10/31/2017
TRUSTMARK NATIONAL BAN	INV0023937	11/01/2017	00028207975/STREET F250 & 2 TACOMAS	001-301-820-874	11/01/2017
TRUSTMARK NATIONAL BAN	INV0023937	11/01/2017	00028207975/STREET F250 & 2 TACOMAS	001-301-830-873	11/01/2017
Outstanding Total:				15,189.14	
Department 301 - STREET DEPARTMENT Total:				15,189.14	

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 302 - STREET LIGHTING							
Outstanding							
4-COUNTY ELECTRIC POWER ASSOCIATION	89241	10/26/2017	212849-004	001-302-625-380		10/26/2017	61.71
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0023770	10/26/2017	212849-017	001-302-625-380		10/26/2017	1,055.13
Outstanding Total:							1,116.84
Department 302 - STREET LIGHTING Total:							1,116.84
Department: 360 - ANIMAL CONTROL							
Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	001-360-604-330		10/25/2017	294.09
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-360-525-231		10/30/2017	2.00
OKTIBBEHA COUNTY HUMANE SOCIETY, INC.	INV0023852	10/30/2017	FY 2018 CONTRIBUTIONS	001-360-951-955		10/30/2017	26,500.00
BOB'S MOBILE RADIO	INV0023866	10/30/2017	MONTHLY CONTRIBUTION INVOICE	001-360-604-330		10/30/2017	9.00
Outstanding Total:							26,805.09
Department 360 - ANIMAL CONTROL Total:							26,805.09
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK							
Outstanding							
MS STATE UNIVERSITY AGRICENTER	INV0023853	10/30/2017	FY 2018 CONTRIBUTIONS	001-541-625-380		10/30/2017	2,500.00
Outstanding Total:							2,500.00
Department 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:							2,500.00
Department: 550 - PARKS AND REC DEPARTMENT							
Outstanding							
DELL MARKETING L.P.	10175150360	10/26/2017	DELL COMPUTER/ADAPTER/ADOBE ACROBAT	001-550-501-200		10/26/2017	1,277.99
NEWELL PAPER COMPANY	3014321	10/31/2017	TISSUE & DISINFECTANT	001-550-501-208		10/31/2017	97.03
SPORTS ILLUSTRATED PLAY /SPORTSIGNUP	348906	11/01/2017	CREDIT CARD PROCESSING/MERCHANT ACCOUNT	001-550-600-300		11/01/2017	340.50
CANON SOLUTIONS AMERICA-BURLINGTON	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	001-550-501-200		10/30/2017	365.77
NEWELL PAPER COMPANY	3014980	10/31/2017	TOILET TISSUE, TOWELS, LINERS	001-550-501-208		10/31/2017	187.48
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	001-550-600-330		10/30/2017	40.01
LOWE'S	PO N-13643	10/31/2017	STEEL REMESH, COUPLING, CELL CORE	001-550-501-220		10/31/2017	139.68
SOUTHERN PIPE AND SUPPLY CO., INC	1227064-00	11/01/2017	COUPLERS AND ADAPTERS	001-550-501-220		11/01/2017	16.91

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
OKTIBBEHA COUNTY COOPERATIVE	286266	10/31/2017	EXT CORD/QUICK LINKS, CHAIN	001-550-501-220		10/31/2017	77.66
OKTIBBEHA COUNTY COOPERATIVE	286294	10/31/2017	2 QUIK LINK 1/4"	001-550-501-220		10/31/2017	2.98
NEWELL PAPER COMPANY	3015649	10/31/2017	TOWELS/TOILET FRESHNER	001-550-501-208		10/31/2017	54.46
ATMOS ENERGY	INV0023757	10/25/2017	3019958172	001-550-600-340		10/25/2017	24.23
G&K SERVICES	6231395664	10/26/2017	MATS & SCRAPER MATS	001-550-501-220		10/26/2017	36.20
CANON FINANCIAL SERVICES, INC	17873471	10/30/2017	JMQ12482	001-550-501-200		10/30/2017	382.00
NEWELL PAPER COMPANY	3016305	10/31/2017	TOILET TISSUE/PAPER	001-550-501-208		10/31/2017	400.20
			TOWELS/LINERS/DISINFECTANT				
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	001-550-501-204		10/30/2017	8.00
G&K SERVICES	6231396997	10/26/2017	MATS AND SCRAPER MATS	001-550-501-220		10/26/2017	36.20
VERIZON WIRELESS	979471222	11/01/2017	442043716-00001	001-550-600-300		11/01/2017	494.35
ATMOS ENERGY	INV0023868	10/30/2017	3018222235	001-550-600-340		10/30/2017	24.23
LOWE'S	PO N-13671	10/31/2017	BATTERIES, TISSUE, KNIFE, BRUSHES	001-550-501-220		10/31/2017	121.41
VOWELL'S MARKET PLACE #3	PO N-13702	11/01/2017	HAMBURGER AND HOTDOG BUNS	001-550-600-355		11/01/2017	96.75
RACHEL LAMBERT	INV0023900	11/01/2017	UMPIRES & REFEREES	001-550-600-320		11/01/2017	500.00
CODY ROMAN	INV0023901	11/01/2017	UMPIRES & REFEREES	001-550-600-320		11/01/2017	500.00
RICHARD HILL	INV0023902	11/01/2017	UMPIRES & REFEREES	001-550-600-320		11/01/2017	360.00
COOPER CLEMENT	INV0023903	11/01/2017	UMPIRES & REFEREES	001-550-600-320		11/01/2017	387.00
CALVIN WARE	INV0023904	11/01/2017	UMPIRES & REFEREES	001-550-600-320		11/01/2017	324.00
CLIFTON DAVES	INV0023905	11/01/2017	UMPIRES & REFEREES	001-550-600-320		11/01/2017	105.00
AUSTIN DALE HIPPS	INV0023906	11/01/2017	UMPIRES & REFEREES	001-550-600-320		11/01/2017	219.00
ANDREW MOCK	INV0023907	11/01/2017	UMPIRES & REFEREES	001-550-600-320		11/01/2017	108.00
ZEBEDEE RICE	INV0023908	11/01/2017	UMPIRES & REFEREES	001-550-600-320		11/01/2017	90.00
SCHRONDA FAYE EDDINS	INV0023909	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	500.00
ANTHONY STEVENSON	INV0023910	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	800.00
KENNEDY AKINS	INV0023911	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	420.00
VERLEAN AKINS	INV0023912	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	663.00
MARION WATSON	INV0023913	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	400.00
JALANA M. PERSE	INV0023914	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	180.00
NEIKO HOWELL	INV0023915	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	180.00
DIANE CLARK	INV0023916	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	120.00
CHARLES R. TILLERY II	INV0023917	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	820.00
RONALD JOHNSON JR.	INV0023918	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	820.00
KEVIN WARE	INV0023919	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	480.00
RAPHAEL MCCLAIN	INV0023920	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	632.50
CHRISTOPHER ANDRE CLARK	INV0023921	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	150.00

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CONNIE WISE	INV0023922	11/01/2017	ACTIVITY WORKERS	001-550-600-320		11/01/2017	340.00
Outstanding Total:							13,322.54
Department 550 - PARKS AND REC DEPARTMENT Total:							13,322.54

Department: 600 - CAPITAL PROJECTS

Outstanding							
SPRINGER ENGINEERING, IN	12997	11/01/2017	CALCULATE & SET RIGHT OF WAY MONUMENTS	001-600-912-808		11/01/2017	4,551.00
MSU PLANNING, DESIGN & CONSTRUCTION	1948PDCARS20	10/31/2017	RUSSELL ST IMP PROJ- REQUEST 20	001-600-912-856		10/31/2017	41,024.23
OKT COUNTY	INV0023897	10/31/2017	1/3 LOCKSLEY/BLACKJACK	001-600-912-861		10/31/2017	2,803.34
STARKVILLE DAILY NEWS	INV0023930	11/01/2017	SEPTEMBER ADVERTISING	001-600-912-810		11/01/2017	186.80
Outstanding Total:							48,565.37
Department 600 - CAPITAL PROJECTS Total:							48,565.37

Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS

Outstanding							
STARKVILLE AREA ARTS COUNCIL	INV0023854	10/30/2017	FY 2018 CONTRIBUTIONS	001-653-702-506		10/30/2017	3,500.00
STARKVILLE COMMUNITY THEATRE	INV0023855	10/30/2017	FY 2018 CONTRIBUTIONS	001-653-702-507		10/30/2017	3,500.00
MSU SYMPHONY ASSOCIATION	INV0023856	10/30/2017	FY 2018 CONTRIBUTIONS	001-653-702-508		10/30/2017	3,500.00
Outstanding Total:							10,500.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:							10,500.00

Department: 800 - DEBT SERVICE

Outstanding							
HANCOCK BANK	27565	10/26/2017	2016 B PAYING AGENT FEE	001-800-840-876		10/26/2017	850.00
HANCOCK BANK	27566	10/26/2017	2016 A PAYING AGENT FEE	001-800-840-876		10/26/2017	850.00
FIRST NATIONAL BANK OF CLARKSDALE	INV0023769	10/26/2017	CITY HALL INTEREST PAYME	001-800-830-840		10/26/2017	106,812.50
OKTIBBEHA COUNTY	INV0023898	10/31/2017	INDUSTRIAL PARK INVOICES	001-800-890-850		10/31/2017	58,072.85
Outstanding Total:							166,585.35
Paid							
BANCORP SOUTH	INV0023833	10/27/2017	MIDDLETON MARKETPLACE INTEREST	001-800-830-826		10/27/2017	7,943.75
Paid Total:							7,943.75
Department 800 - DEBT SERVICE Total:							174,529.10
Fund 001 - GENERAL FUND Total:							462,239.24

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 002 - RESTRICTED POLICE FUND							
Department: 251 - DRUG EDUCATION FUND							
Outstanding							
NATIONAL ASSOC of TOWN WATCH	NN07297	10/31/2017	NATIONAL NIGHT OUT T-SHIRTS, BACKDROP, BOOKS	002-251-501-200		10/31/2017	2,942.50
RAPID WRISTBANDS	67871	10/31/2017	WRIST BANDS	002-251-600-300		10/31/2017	496.00
MAXXSOUTH BROADBAND	INV0023885	10/31/2017	8282-41-101-0403856 ALFRED PERKINS	002-251-600-300		10/31/2017	171.50
Outstanding Total:							3,610.00
Department 251 - DRUG EDUCATION FUND Total:							3,610.00
Fund 002 - RESTRICTED POLICE FUND Total:							3,610.00
Fund: 003 - RESTRICTED FIRE FUND							
Department: 560 - RESTRICTED FIRE FUND							
Outstanding							
CAPITAL ONE PUBLIC FUNDING	0003464535	10/30/2017	FIRE TRUCK/LEASE PURCHAS	003-560-820-874		10/30/2017	62,377.39
CAPITAL ONE PUBLIC FUNDING	0003464535	10/30/2017	FIRE TRUCK/LEASE PURCHAS	003-560-830-873		10/30/2017	37,050.79
Outstanding Total:							99,428.18
Department 560 - RESTRICTED FIRE FUND Total:							99,428.18
Fund 003 - RESTRICTED FIRE FUND Total:							99,428.18
Fund: 015 - AIRPORT FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
STARKVILLE/OKTIBBEHA AIRPORT	1347	11/01/2017	QTRLY SHARE OF AIRPORT FUNDING	015-000-276-111		11/01/2017	7,982.00
Outstanding Total:							7,982.00
Department 000 - UNDESIGNATED Total:							7,982.00
Department: 505 - AIRPORT							
Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	015-505-604-330		10/25/2017	294.09
CANON SOLUTIONS	INV0023873	10/30/2017	COPIER CHARGES BY DEPT	015-505-600-338		10/30/2017	1.49
AMERICA-BURLINGTON							
MAGNOLIA BOTTLED WATER	28641	10/31/2017	WATER AND CUPS	015-505-501-200		10/31/2017	26.50
CO							
MAXXSOUTH BROADBAND	INV0023886	10/31/2017	8282-41-101-0438241 AIRPORT	015-505-600-338		10/31/2017	102.71
NESCO ELECTRICAL DISTRIBUTORS	\$2203593.001	10/31/2017	BALLASTS/BULBS/TAPE	015-505-501-198		10/31/2017	137.20
PITNEY (GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	015-505-604-330		11/01/2017	87.90
WAL MART-GENERAL CITY	J-1952	11/01/2017	ICE AND DRINKS	015-505-691-550		11/01/2017	83.90

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
BASICS, INC. A Trade America Company	22098	10/25/2017	2 CASES PAPER TOWELS	015-505-541-237		10/25/2017	57.08
JAMES HUNTER MIDDLETON	INV0023880	10/31/2017	MOWING AND WEEDEATING	015-505-600-338		10/31/2017	190.00
BENN HARRELL	J-1956	10/26/2017	WEEDEATING	015-505-600-338		10/26/2017	112.00
Outstanding Total:							1,092.87
Department 505 - AIRPORT Total:							1,092.87
Fund 015 - AIRPORT FUND Total:							9,074.87
Fund: 022 - SANITATION							
Department: 322 - SANITATION DEPARTMENT							
Outstanding							
CSPIRE BUSINESS SOLUTION	1129904	10/25/2017	CSBS-643956	022-322-604-330		10/25/2017	294.09
NORTHEAST EXTERMINATIN	315970	10/31/2017	PEST CONTROL-SANITATION	022-322-600-364		10/31/2017	30.00
CINTAS	215267005	10/30/2017	10.3.17 INVOICES BY DEPT	022-322-535-233		10/30/2017	119.78
BELL BUILDING SUPPLY, INC.	205310	10/25/2017	LOCK FOR FRONT OFFICE	022-322-555-250		10/25/2017	23.63
GATEWAY TIRE & SERVICE CENTER	1103866727	10/26/2017	TIRE AND MOUNT	022-322-630-360		10/26/2017	252.14
SANSOM EQUIPMENT COMPANY, INC	52439	11/01/2017	TRUCK #94/COLOR CAMERA	022-322-630-360		11/01/2017	442.57
GATEWAY TIRE & SERVICE CENTER	1103868326	10/26/2017	2 TIRES AND MOUNTS	022-322-630-360		10/26/2017	504.28
WASTEQUIP	2161905	11/01/2017	14 6 CUBIC YARD WITH PAW PRINT	022-322-918-805		11/01/2017	12,662.00
CINTAS	INV0023870	10/30/2017	10.10.17 INVOICES BY DEPT	022-322-535-233		10/30/2017	119.78
TRUSTMARK NATIONAL BAN	INV0023939	11/01/2017	90090/2 FRONT LOADERS	022-322-820-874		11/01/2017	6,428.57
TRUSTMARK NATIONAL BAN	INV0023939	11/01/2017	90090/2 FRONT LOADERS	022-322-830-873		11/01/2017	761.98
WASTEQUIP	2161939	11/01/2017	16 8 CUBIC YARD WITH PAW PRINT	022-322-918-805		11/01/2017	17,104.00
STARKVILLE GLASS & PAINT	26688	11/01/2017	TRUCK #100 REPLACE WINDOW GLASS	022-322-555-250		11/01/2017	480.00
BURT'S TRUCK TRAILER EQUIPMENT CO.	84966	10/25/2017	53' DRY VAN ON GROUND AND 4 CROSS TIES	022-322-551-239		10/25/2017	3,719.00
PITNEY GLOBAL FINANCIAL SERVICES)	3304623487	11/01/2017	LEASE PAYMENT 00103901	022-322-604-330		11/01/2017	87.90
BULLDOG TOWING & RECOVERY	37189	10/25/2017	MOVE TRUCK #91 TO LANDFILL	022-322-630-360		10/25/2017	250.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	022-322-525-231		10/30/2017	42.00
CINTAS	INV0023871	10/30/2017	10.17.17 INVOICES	022-322-535-233		10/30/2017	119.78
GATEWAY TIRE & SERVICE CENTER	1103879719	10/26/2017	TRACTOR REAR FLAT ROUND TRIP SVC CALL	022-322-630-360		10/26/2017	141.00
MILLS MORRIS CO	5178-288298	10/31/2017	RAD HOST-LOWER FOR TRUCK #95	022-322-555-250		10/31/2017	9.78
GATEWAY TIRE & SERVICE CENTER	1103883584	10/26/2017	TRUCK #41 TIRES AND MOUNT	022-322-630-360		10/26/2017	937.83

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
BULLDOG TOWING & RECOVERY	37181	10/25/2017	TRACTOR #3 TOWING FEE	022-322-630-360		10/25/2017	125.00
RECYCLE AWAY	00002728	10/31/2017	14 GALLON CURBSIDE RECYCLING BINS	022-322-551-239		10/31/2017	4,271.75
GATEWAY TIRE & SERVICE CENTER	1103885257	10/26/2017	FIX FLAT ON TRUCK 38	022-322-630-360		10/26/2017	26.50
WasteZero, INC.	29324	11/01/2017	735 BLACK FLAT TOP GARBAGE BAGS	022-322-551-239		11/01/2017	32,281.20
MPDES-MS DEPARTMENT OF EMPLOYMENT SECURITY	INV0023889	10/31/2017	DENISE MARBLE & EMMA GANDY	022-322-440-114		10/31/2017	1,548.88
CINTAS	INV0023872	10/30/2017	10.24.17 INVOICES BY DEPT TRUCK #41 TO EMPIRE TRUCKING	022-322-535-233		10/30/2017	220.95
BULLDOG TOWING & RECOVERY	38005	10/30/2017		022-322-630-360		10/30/2017	350.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	57516	10/31/2017	DRAG LINK PLUS LABOR	022-322-630-360		10/31/2017	401.32
CADENCE VISA	22134 & 22133	10/30/2017	AEROGREEN A/B SOAP	022-322-501-200		10/30/2017	81.62
PAUL'S WELDING	227199	10/31/2017	TRACTOR #2/REPLACE SEAL IN GEAR BOX	022-322-630-360		10/31/2017	330.00
PAUL'S WELDING	227198	10/31/2017	REPLACE BOTTOM IN DUMPSTER	022-322-630-360		10/31/2017	1,575.00
GATEWAY TIRE & SERVICE CENTER	1103889393	10/30/2017	3 TIRES AND MOUNT, TRUCK 43	022-322-630-360		10/30/2017	860.98
GATEWAY TIRE & SERVICE CENTER	1103889406	10/30/2017	FIX FLAT	022-322-630-360		10/30/2017	26.50
GATEWAY TIRE & SERVICE CENTER	1103890174	10/30/2017	REPAIR FLAT	022-322-630-360		10/30/2017	15.00
CINTAS FIRST AID & SAFETY	5009170441	10/30/2017	TYLENOL, ALEVE, SINUS RELIEF, SVC CHARGE	022-322-501-200		10/30/2017	148.75
EAST MISSISSIPPI LUMBER C	A28665	10/30/2017	ROLLER COVERS, ROLLER FRAME, PAN & ROLLER SET	022-322-555-250		10/30/2017	36.92
STARKVILLE DAILY NEWS	INV0023934	11/01/2017	SEPTEMBER ADVERTISING	022-322-604-330		11/01/2017	71.50
WasteZero, INC.	29382	11/01/2017	765 33 X 40 BLACK FLAT TOP WITH TWIST TIES	022-322-551-239		11/01/2017	33,598.80
				Outstanding Total:		120,500.78	
Department 323 - MISSING DESCRIPTION				Department 322 - SANITATION DEPARTMENT Total:		120,500.78	
Outstanding							
CADENCE VISA	INV0023765	10/25/2017	TRASH PICKER TOOL-KEEP STK BEAUTIFUL	022-323-691-550		10/25/2017	689.04
				Outstanding Total:		689.04	
Department 323 - MISSING DESCRIPTION Total:						689.04	

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 325 - RUBBISH							
Outstanding							
MGM, INC.	9397	10/31/2017	SEAL KIT, ROD, CYLINDER REPAIR	022-325-630-360		10/31/2017	953.13
EMPIRE TRUCK SALES, LLC	RE005010048.01	10/26/2017	REPLACE HOSE/LEAKING HYDRAULIC OIL	022-325-630-360		10/26/2017	879.91
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	022-325-525-231		10/30/2017	4.00
Outstanding Total:							1,837.04
Department 325 - RUBBISH Total:							1,837.04
Department: 341 - LANDSCAPING							
Outstanding							
CINTAS	215267005	10/30/2017	10.3.17 INVOICES BY DEPT	022-341-535-233		10/30/2017	119.78
CINTAS	INV0023870	10/30/2017	10.10.17 INVOICES BY DEPT	022-341-535-233		10/30/2017	119.78
OKTIBBEHA COUNTY COOPERATIVE	288618	10/31/2017	BEARINGS/OIL SEALS/RAGS	022-341-555-250		10/31/2017	470.73
OKTIBBEHA COUNTY COOPERATIVE	289009	10/31/2017	2 AXLE SPINDLES/TRACTOR #	022-341-555-250		10/31/2017	156.86
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	022-341-525-231		10/30/2017	12.00
CINTAS	INV0023871	10/30/2017	10.17.17 INVOICES	022-341-535-233		10/30/2017	119.78
OKTIBBEHA COUNTY COOPERATIVE	292202	10/31/2017	2 RUBBERMAID JUGS	022-341-555-250		10/31/2017	21.98
CINTAS	INV0023872	10/30/2017	10.24.17 INVOICES BY DEPT	022-341-535-233		10/30/2017	220.95
POWERSTROKE EQUIPMENT SALES & SVC	2659	10/31/2017	TURN DECK BELT/BUMPER HEAD, LOCKING LEVER	022-341-555-250		10/31/2017	272.94
OKTIBBEHA COUNTY COOPERATIVE	295377	10/31/2017	OUTPUT OIL SEAL	022-341-555-250		10/31/2017	45.59
TRUSTMARK NATIONAL BAN	INV0023938	11/01/2017	#90089 STREET SWEEPER	022-341-820-874		11/01/2017	3,346.88
TRUSTMARK NATIONAL BAN	INV0023938	11/01/2017	#90089 STREET SWEEPER	022-341-830-873		11/01/2017	396.71
Outstanding Total:							5,303.98
Department 341 - LANDSCAPING Total:							5,303.98
Fund 022 - SANITATION Total:							128,330.84
Fund: 023 - LANDFILL ACCOUNT							
Department: 323 - MISSING DESCRIPTION							
Outstanding							
VERIZON WIRELESS	9793797180	10/30/2017	SEPT 2017 WIRELESS CHARGES BY DEPT	023-323-604-330		10/30/2017	80.02
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0023773	10/26/2017	102182-001	023-323-625-380		10/26/2017	95.30
CINTAS	215267005	10/30/2017	10.3.17 INVOICES BY DEPT	023-323-535-233		10/30/2017	47.89
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5767	10/30/2017	OCTOBER TESTING	023-323-525-231		10/30/2017	8.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
LYLE MACHINERY	R18011	10/31/2017	DOZER RENTAL AT LANDFILL	023-323-691-550		10/31/2017	15,184.50
CINTAS	INV0023871	10/30/2017	10.17.17 INVOICES	023-323-535-233		10/30/2017	35.00
CINTAS	INV0023872	10/30/2017	10.24.17 INVOICES BY DEPT	023-323-535-233		10/30/2017	35.00
Outstanding Total:							15,485.71
Fund: 303 - INDUSTRIAL PARK BOND							
Department: 600 - CAPITAL PROJECTS							
Outstanding							
MOODY'S INVESTORS SERVIC	PO252960	10/31/2017	RATING AGENCY FEE	303-600-600-309		10/31/2017	14,000.00
MITCHELL, MCNUTT, &	343157	10/31/2017	INDUSTRIAL PARK BOND	303-600-600-309		10/31/2017	50,184.94
SAMS, P.A.							
JONES WALKER LLP	INV0023874	10/31/2017	BOND COUNSEL-INDUSTRIAL PARK	303-600-600-309		10/31/2017	77,500.00
HANCOCK BANK - Ind Park bonds	INV0023876	10/31/2017	PAYING AGENT FEE	303-600-600-309		10/31/2017	1,600.00
OKTIBBEHA COUNTY	050114	11/01/2017	IND PARK LAND PURCHASES	303-600-901-925		11/01/2017	52,158.05
GOVERNMENT CONSULTANTS, INC	INV0023875	10/31/2017	MUNICIPAL ADVISORY FEE & EXPENSES	303-600-600-309		10/31/2017	35,000.00
Outstanding Total:							230,442.99
Department 600 - CAPITAL PROJECTS Total:							230,442.99
Fund 303 - INDUSTRIAL PARK BOND Total:							230,442.99
Fund: 375 - PARK AND REC TOURISM							
Department: 551 - PARK & REC TOURISM							
Outstanding							
NESCO ELECTRICAL DISTRIBUTORS	S2200968.001	10/31/2017	40 SATS8145/SCREWDRIVER WITH TAMPER PROOF BITS	375-551-907-942		10/31/2017	250.87
TURNER FARMS & TRAILER SALES	436386	11/01/2017	DUMP TRAILER WITH TANDEM AXLES	375-551-907-942		11/01/2017	4,900.00
TURNER FARMS & TRAILER SALES	436387	11/01/2017	SET OF RAMPS WITH HOLDERS, REAR GATE	375-551-907-942		11/01/2017	425.00
GUARDIAN LOCK AND KEY	4496	10/26/2017	SVC CALL/4 KEYS	375-551-907-942		10/26/2017	174.44
TRUSTMARK NATIONAL BAN	816402	11/01/2017	GILLESPIE/3 PADLOCKS	375-551-840-880		11/01/2017	1,275.07
TRUSTMARK NATIONAL BAN	816402	11/01/2017	001-0007521-007 POOL PAYMENT	375-551-840-881		11/01/2017	36.18
TRUSTMARK NATIONAL BAN	816402	11/01/2017	001-0007521-007 POOL PAYMENT	375-551-840-881		11/01/2017	36.18
Outstanding Total:							7,061.56
Paid							
REGIONS FINANCIAL CORPORATION	10.15.17	10/27/2017	POOL PAYMENT-	375-551-840-880		10/27/2017	1,273.37

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
REGIONS FINANCIAL CORPORATION	10.15.17	10/27/2017	POOL PAYMENT-	375-551-840-881		10/27/2017	37.88
Paid Total:							1,311.25
Department 551 - PARK & REC TOURISM Total:							8,372.81
Fund 375 - PARK AND REC TOURISM Total:							8,372.81
Grand Total:							956,984.64

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	462,239.24	9,197.65
002 - RESTRICTED POLICE FUND	3,610.00	0.00
003 - RESTRICTED FIRE FUND	99,428.18	0.00
015 - AIRPORT FUND	9,074.87	0.00
022 - SANITATION	128,330.84	0.00
023 - LANDFILL ACCOUNT	15,485.71	0.00
303 - INDUSTRIAL PARK BOND	230,442.99	0.00
375 - PARK AND REC TOURISM	8,372.81	1,311.25
Grand Total:	956,984.64	10,508.90

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	270.06	0.00
001-000-054-205	DUE FROM STARKVILLE	24.00	0.00
001-000-106-604	1099 GARNISHMENTS	-100.00	0.00
001-000-149-691	MUNICIPAL COURT BON	380.00	380.00
001-000-160-698	DONATION POLICE	1,500.00	0.00
001-000-358-700	PARK- RENT REVENUE	50.00	0.00
001-100-604-330	COMMUNICATIONS	574.16	0.00
001-100-610-350	TRAVEL / TRAINING	190.00	0.00
001-100-680-311	PROFESSIONAL SUPPLIE	81.00	0.00
001-110-330-166	TRAUMA TRAFFIC	647.00	0.00
001-110-330-376	COURT CONSTITUENTS	80.00	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	3,166.00	0.00
001-110-330-378	APPEARANCE BOND FEE	493.00	0.00
001-110-330-382	TRAFFIC VIOLATION	10,972.50	0.00
001-110-330-385	IMPLIED CONSENT	3,221.25	0.00
001-110-330-386	WIRELESS COMM FEE	1,871.00	0.00
001-110-330-387	OTHER MISDEMEANORS	3,201.75	0.00
001-110-330-389	ADULT DRIVER'S TRAINI	30.00	0.00
001-110-330-393	VICTIMS BOND FEE	200.00	0.00
001-110-330-395	DRUG VIOLATION	75.00	0.00
001-110-330-396	NON-ADJUDICATION (IN	2,260.00	0.00
001-110-330-397	DUI GUILTY PLEAS (INLC	305.00	0.00
001-110-604-330	COMMUNICATIONS	1,038.22	0.00
001-120-501-200	SUPPLIES	427.51	0.00
001-120-600-300	PROFESSIONAL SERVICE	2,950.00	0.00
001-120-604-330	COMMUNICATIONS	664.43	0.00
001-120-691-550	MISCELLANEOUS	226.57	0.00
001-123-600-300	PROFESSIONAL SERVICE	340.94	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-123-604-330	COMMUNICATIONS	2,624.95	0.00
001-123-630-400	EQUIPMENT REPAIR &	45.00	0.00
001-123-918-805	MACHINERY AND EQUIP	6,792.62	0.00
001-145-501-200	SUPPLIES	271.28	0.00
001-145-604-330	COMMUNICATIONS	1,113.24	0.00
001-169-615-342	LEGAL ADVERTISING & N	2,508.98	0.00
001-180-501-200	SUPPLIES/MISC	89.73	0.00
001-180-604-330	COMMUNICATIONS	353.26	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-323	DEBRIS REMOVAL/DEM	300.00	0.00
001-190-604-330	COMMUNICATIONS	1,216.99	0.00
001-190-610-350	TRAVEL	134.32	0.00
001-190-691-550	MISCELLANEOUS	138.92	0.00
001-190-918-807	OFFICE EQUIPMENT/SO	6,958.36	0.00
001-192-510-220	SUPPLIES	381.24	0.00
001-192-600-338	CONTRACT SERVICES	1,100.00	0.00
001-192-625-380	UTILITIES	85.42	0.00
001-194-690-454	ORD 91-1 CONTRIBUTIO	14,000.00	0.00
001-195-690-554	ORDINANCE CODIFICATI	900.00	0.00
001-195-951-965	TRANSFER TO DAY CARE	5,000.00	0.00
001-195-951-969	TRANSFER TO HERITAGE	5,000.00	0.00
001-196-630-402	REPAIRS & MAINT - ODD	2,200.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	1,500.00	0.00
001-196-691-550	MISCELLANEOUS	150.00	0.00
001-197-501-200	SUPPLIES	3.00	0.00
001-197-525-231	GAS & OIL	2.00	0.00
001-197-604-330	COMMUNICATIONS	447.06	0.00
001-197-690-555	DUES	274.00	0.00
001-197-820-874	PRINCIPAL	385.59	385.59
001-197-830-873	INTEREST	51.36	51.36
001-201-501-200	SUPPLIES	662.09	0.00
001-201-525-231	GAS & OIL	3,499.22	0.00
001-201-535-233	UNIFORMS	8,902.44	0.00
001-201-600-300	PROFESSIONAL SERVICE	2,005.85	0.00
001-201-604-330	COMMUNICATIONS	2,322.27	0.00
001-201-625-380	UTILITIES	212.79	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	1,025.10	0.00
001-201-635-369	COPIER RENTAL	1,721.52	0.00
001-201-690-555	DUES	150.00	0.00
001-201-820-874	PRINCIPAL	26,121.48	0.00
001-201-830-873	INTEREST	1,450.50	0.00
001-201-918-805	MACHINERY AND EQUIP	1,419.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-230-690-552	POLICE TRAINING & EDU	3,655.00	0.00
001-237-545-238	FIRING RANGE SUPPLIES	48.00	0.00
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-250-604-330	COMMUNICATIONS	294.09	0.00
001-261-501-200	SUPPLIES	383.15	0.00
001-261-510-220	SUPPLIES - TOOLS	451.69	0.00
001-261-525-231	GAS & OIL	729.68	0.00
001-261-535-233	UNIFORMS	1,197.82	0.00
001-261-555-250	SUPPLIES & SMALL TOO	124.99	0.00
001-261-630-360	SHOP REPAIRS & MAINT	6,640.92	0.00
001-261-691-550	MISCELLANEOUS	484.30	0.00
001-261-918-805	MACHINERY AND EQUIP	6,079.49	0.00
001-262-555-250	SUPPLIES & SMALL TOO	1,365.48	0.00
001-263-600-390	FIRE TRAINING	3,372.93	0.00
001-264-604-330	COMMUNICATIONS	676.94	0.00
001-264-630-404	RADIO MAINTENANCE /	1,230.50	0.00
001-267-558-269	BUILDING MAINTENANC	110.00	0.00
001-267-625-380	UTILITIES	423.18	0.00
001-281-525-231	GAS & OIL	4.00	0.00
001-281-535-233	UNIFORMS	90.12	0.00
001-281-555-250	SUPPLIES & SMALL TOO	89.00	0.00
001-281-600-300	PROFESSIONAL SERVICE	1,739.60	0.00
001-281-604-330	COMMUNICATIONS	508.91	0.00
001-281-691-550	MISCELLANEOUS	17.76	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	783.05	385.59
001-281-830-873	INTEREST (VEHICLES)	105.27	51.36
001-290-625-380	UTILITIES	34.32	0.00
001-301-501-200	SUPPLIES	13.91	0.00
001-301-525-231	GAS & OIL	16.00	0.00
001-301-535-233	UNIFORMS	481.63	0.00
001-301-555-250	SUPPLIES & SMALL TOO	2,435.67	0.00
001-301-560-270	CONSTRUCTION MATERI	3,481.84	0.00
001-301-565-272	STREETS SIGNS & PAINT	2,988.20	0.00
001-301-604-330	COMMUNICATIONS	436.46	0.00
001-301-625-380	UTILITIES	49.43	0.00
001-301-630-360	SHOP REPAIRS & MAINT	785.00	0.00
001-301-630-400	EQUIPMENT REPAIR &	4,049.62	0.00
001-301-820-874	PRINCIPAL	397.46	0.00
001-301-830-873	INTEREST	53.92	0.00
001-302-625-380	UTILITIES	1,116.84	0.00
001-360-525-231	GAS & OIL	2.00	0.00
001-360-604-330	COMMUNICATIONS	303.09	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-360-951-955	TRANSFER TO HUMANE	26,500.00	0.00
001-541-625-380	UTILITIES	2,500.00	0.00
001-550-501-200	OFFICE SUPPLIES	2,025.76	0.00
001-550-501-204	GAS & OIL	8.00	0.00
001-550-501-208	JANITORIAL FEES	739.17	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	431.04	0.00
001-550-600-300	MISC SERVICES	834.85	0.00
001-550-600-320	CONTRACT LABOR, UMP	9,098.50	0.00
001-550-600-330	COMMUNICATIONS	40.01	0.00
001-550-600-340	UTILITIES	48.46	0.00
001-550-600-355	JULY 4TH EXPENSES	96.75	0.00
001-600-912-808	STREET IMPROVEMENTS	4,551.00	0.00
001-600-912-810	YELLOWJACKET DR BRID	186.80	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	41,024.23	0.00
001-600-912-861	LOCKSLEY/BLACKJACK I	2,803.34	0.00
001-653-702-506	STK AREA ARTS COUNCI	3,500.00	0.00
001-653-702-507	STK COMMUNITY THEAT	3,500.00	0.00
001-653-702-508	STK-MSU SYMPHONY	3,500.00	0.00
001-800-830-826	MIDDLETON INTEREST	7,943.75	7,943.75
001-800-830-840	CITY HALL PROJECT INTE	106,812.50	0.00
001-800-840-876	BOND FEES	1,700.00	0.00
001-800-890-850	IND PARK EXPENSES	58,072.85	0.00
002-251-501-200	SUPPLIES	2,942.50	0.00
002-251-600-300	PROFESSIONAL SERVICE	667.50	0.00
003-560-820-874	PRINCIPAL	62,377.39	0.00
003-560-830-873	INTEREST	37,050.79	0.00
015-000-276-111	CITY AIRPORT GRANT	7,982.00	0.00
015-505-501-198	BUILDING REPAIRS & M	137.20	0.00
015-505-501-200	SUPPLIES	26.50	0.00
015-505-541-237	OPERATING SUPPLIES	57.08	0.00
015-505-600-338	CONTRACT & LEGAL SER	406.20	0.00
015-505-604-330	COMMUNICATIONS	381.99	0.00
015-505-691-550	MISCELLANEOUS	83.90	0.00
022-322-440-114	SALARY - LABOR	1,548.88	0.00
022-322-501-200	OFFICE SUPPLIES	230.37	0.00
022-322-525-231	GAS & OIL	42.00	0.00
022-322-535-233	UNIFORMS	580.29	0.00
022-322-551-239	GARBAGE BAGS	73,870.75	0.00
022-322-555-250	SUPPLIES & SMALL TOO	550.33	0.00
022-322-600-364	BILLING SERVICES	30.00	0.00
022-322-604-330	COMMUNICATIONS/AD	453.49	0.00
022-322-630-360	SHOP REPAIRS & MAINT	6,238.12	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-820-874	PRINCIPAL-2 FRONT LOA	6,428.57	0.00
022-322-830-873	INTEREST	761.98	0.00
022-322-918-805	MACHINERY AND EQUIP	29,766.00	0.00
022-323-691-550	KEEP STK BEAUTIFUL-MI	689.04	0.00
022-325-525-231	GAS & OIL	4.00	0.00
022-325-630-360	SHOP REPAIRS & MAINT	1,833.04	0.00
022-341-525-231	GAS & OIL	12.00	0.00
022-341-535-233	UNIFORMS	580.29	0.00
022-341-555-250	SUPPLIES & SMALL TOO	968.10	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	3,346.88	0.00
022-341-830-873	INTEREST	396.71	0.00
023-323-525-231	GAS & OIL	8.00	0.00
023-323-535-233	UNIFORMS	117.89	0.00
023-323-604-330	COMMUNICATIONS	80.02	0.00
023-323-625-380	UTILITIES	95.30	0.00
023-323-691-550	MISCELLANEOUS	15,184.50	0.00
303-600-600-309	LEGAL AND PROF SVCS E	178,284.94	0.00
303-600-901-925	CONSTRUCTION EXPENS	52,158.05	0.00
375-551-840-880	Principal - Pool	2,548.44	1,273.37
375-551-840-881	Interest - Pool	74.06	37.88
375-551-907-942	PARK IMP/CAPITAL PROJ	5,750.31	0.00
	Grand Total:	956,984.64	10,508.90

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	956,984.64	10,508.90
	Grand Total:	10,508.90



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 dark ink, reading "Ann Marie Logan", is written over the printed name and title.

Ann Marie Logan, CPA
Manager of Accounting & Finance

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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								
03879545	10/24/17	7622 Materials		11/08/17	1350.00	.00	ACH			
				VENDOR TOTAL:	1350.00					
VENDOR:	124	ATMOS ENERGY								
10/20 3012612404	10/20/17	0 Utility Billing		11/08/17	80.54	.00	ACH			
				VENDOR TOTAL:	80.54					
VENDOR:	125	AT & T								
3600 - 10/22/17	10/31/17	0 Phone bill		11/08/17	181.44	.00	CHK			
				VENDOR TOTAL:	181.44					
VENDOR:	131	ALTEC INDUSTRIES, INC.								
10823306,510,739	10/30/17	7624 Supplies and tools		11/08/17	1251.00	.00	ACH			
50162467, 57442	10/30/17	7728 Equipment repairs		11/08/17	9781.92	.00	ACH			
9591,987,452,124	10/30/17	7695 Supplies and tools		11/08/17	2203.78	.00	ACH			
				VENDOR TOTAL:	13236.70					
VENDOR:	134	ATWELL & GENT, P.A.								
8275	10/27/17	0 Engineering Services		11/08/17	5650.00	.00	ACH			
8276	10/27/17	0 Engineering Services		11/08/17	180.00	.00	ACH			
8277	10/27/17	0 Engineering Services		11/08/17	90.00	.00	ACH			
8278	10/27/17	0 Engineering Services		11/08/17	3850.00	.00	ACH			
8280	10/27/17	0 Engineering Services		11/08/17	1820.00	.00	ACH			
8281	10/27/17	0 Engineering Services		11/08/17	360.00	.00	ACH			
8282	10/27/17	0 Engineering Services		11/08/17	140.00	.00	ACH			
				VENDOR TOTAL:	12090.00					
VENDOR:	139	ACC BUSINESS								
172834881-10/27	10/24/17	0 Internet Services		11/08/17	1439.20	.00	CHK			
				VENDOR TOTAL:	1439.20					
VENDOR:	146	AT&T								
1737 - 10/09/17	10/19/17	0 Phone bill		11/08/17	96.99	.00	CHK			
				VENDOR TOTAL:	96.99					

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VENDOR:	190	BALDWIN LIGHTING, INC.										
6725	10/20/17	7635	Concrete		11/08/17	9939.00	.00	ACH				
					VENDOR TOTAL:	9939.00						
VENDOR:	232	BRADLEY BAGWELL										
SEPT 2017-2	10/19/17	0	Meter reading		11/08/17	459.24	.00	ACH				
					VENDOR TOTAL:	459.24						
VENDOR:	303	C SPIRE WIRELESS										
9/1 - 9/30/17	10/19/17	0	Phone bill		11/08/17	1303.50	.00	CHK				
					VENDOR TOTAL:	1303.50						
VENDOR:	308	CITY OF STARKVILLE										
SEPT 2017	10/27/17	0	Fuel		11/08/17	6703.05	.00	CHK				
					VENDOR TOTAL:	6703.05						
VENDOR:	356	THE CLINIC AT ELM LAKE										
19260	10/20/17	0	Employee Screening		11/08/17	65.00	.00	CHK				
					VENDOR TOTAL:	65.00						
VENDOR:	400	IVY AUTO PARTS										
572368	10/30/17	7717	Repair parts		11/08/17	328.89	.00	ACH				
					VENDOR TOTAL:	328.89						
VENDOR:	555	ELSTER SOLUTIONS										
9000078741	10/24/17	0	AMI Meter expense		11/08/17	30600.00	.00	ACH				
					VENDOR TOTAL:	30600.00						
VENDOR:	556	EMERALD TRANSFORMER										
113300	10/30/17	7726	Supplies		11/08/17	506.95	.00	CHK				
					VENDOR TOTAL:	506.95						

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VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
I103867001	10/20/17	7699 Repairs		11/08/17	15.00	.00	CHK			
I103894641	10/31/17	7734 Repairs		11/08/17	185.78	.00	CHK			
		VENDOR TOTAL:			200.78					
VENDOR:	721	GOLDEN TRIANGLE								
03-237760	10/20/17	7701 ROW Clearing		11/08/17	305.91	.00	CHK			
		VENDOR TOTAL:			305.91					
VENDOR:	730	GRESKO UTILITY SUPPLY, INC.								
50012341/5001228	10/20/17	7541 Padmount		11/08/17	18450.00	.00	ACH			
50012302	10/20/17	7557 Fuse		11/08/17	5300.00	.00	ACH			
50012487-00	10/30/17	7619 Materials		11/08/17	2300.00	.00	ACH			
		VENDOR TOTAL:			26050.00					
VENDOR:	913	JASON HORNER								
10/18	10/20/17	0 Travel Reimbursement - Fuel		11/08/17	50.00	.00	ACH			
		VENDOR TOTAL:			50.00					
VENDOR:	1010	J.T. RAY COMPANY								
171013-0846	10/20/17	0 Copier service		11/08/17	119.58	.00	CHK			
		VENDOR TOTAL:			119.58					
VENDOR:	1106	LESLIE DEAN								
549-559	10/20/17	0 Weekly Maintenance & Cleanup		11/08/17	2560.00	.00	ACH			
564-571	10/20/17	0 Maintenance		11/08/17	2475.00	.00	ACH			
		VENDOR TOTAL:			5035.00					
VENDOR:	1205	LOWE'S								
984860/989572	10/24/17	7702 Parts		11/08/17	452.02	.00	CHK			
		VENDOR TOTAL:			452.02					

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VENDOR:	1305	NEXAIR, LLC.								
05452061	10/19/17	0 Gas cylinder rentals		11/08/17	35.80	.00	ACH			
				VENDOR TOTAL:	35.80					
VENDOR:	1400	NESCO								
S2192446.001	10/27/17	7592 Materials		11/08/17	3131.25	.00	ACH			
S2192446.003	10/24/17	7592 Lighting		11/08/17	1043.75	.00	ACH			
S2202486.001	10/24/17	7692 Siren Install		11/08/17	681.34	.00	ACH			
S2202526.001	10/24/17	7684 Parts		11/08/17	838.92	.00	ACH			
S2203620.001	10/24/17	7703 Electric supplies		11/08/17	1069.61	.00	ACH			
				VENDOR TOTAL:	6764.87					
VENDOR:	1406	NORTHEAST EXTERMINATING								
10-12-17	10/24/17	7706 Pest control		11/08/17	45.00	.00	ACH			
				VENDOR TOTAL:	45.00					
VENDOR:	1417	NORTH MS. PUBLIC POWER ASSOC								
10/15/17	10/20/17	0 Annual Dues		11/08/17	15.00	.00	CHK			
				VENDOR TOTAL:	15.00					
VENDOR:	1531	MDR CONSTRUCTION, INC.								
29-20990	10/20/17	7715 Midtown Job Site		11/08/17	11515.50	.00	ACH			
29-21031	10/30/17	7722 Midtown project site		11/08/17	15806.50	.00	ACH			
29-21072	10/31/17	7737 Contractor		11/08/17	20687.00	.00	ACH			
				VENDOR TOTAL:	48009.00					
VENDOR:	1536	PALMER'S SERVICE CENTER								
10/26/17 STMT	10/30/17	7727 Vehicle Maintenance		11/08/17	5506.10	.00	ACH			
				VENDOR TOTAL:	5506.10					
VENDOR:	1620	PITTS SIGNS								
10-10-17	10/20/17	0 Signage for Main Office		11/08/17	200.00	.00	CHK			
				VENDOR TOTAL:	200.00					

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VENDOR:	1623		POWERSTROKE EQUIPMENT SALES								
2648	10/30/17	7719	Supplies		11/08/17	294.47	.00	ACH			
					VENDOR TOTAL:	294.47					
VENDOR:	1626		PRECISION AUTO GLASS & PAINT								
8854	10/24/17	7707	Glass replacement		11/08/17	250.00	.00	CHK			
					VENDOR TOTAL:	250.00					
VENDOR:	1800		RACKLEY OIL, INC.								
000467283	10/20/17	7697	Diesel Exhaust Fluid		11/08/17	35.80	.00	ACH			
					VENDOR TOTAL:	35.80					
VENDOR:	1810		REGIONS COMMERCIAL BANKCARD								
10/03/17	10/20/17	0	Training, supplies, phone		11/08/17	1917.50	.00	CHK			
					VENDOR TOTAL:	1917.50					
VENDOR:	1818		UNITED RENTALS, INC.								
150849817-001	10/24/17	7690	Skid Steer Rental		11/08/17	1882.76	.00	ACH			
943761631-116	10/24/17	0	Equipment rental		11/08/17	31.20	.00	ACH			
943761631-117	10/24/17	0	Equipment rental		11/08/17	1000.00	.00	ACH			
					VENDOR TOTAL:	2913.96					
VENDOR:	1887		S & S LINE SERVICE								
1860/1861	10/19/17	0	ROW Clearing		11/08/17	5510.00	.00	ACH			
1862/1863	10-13	0	ROW Clearing		11/08/17	5510.00	.00	ACH			
1864-1865	10/27/17	0	ROW Clearing		11/08/17	5510.00	.00	ACH			
					VENDOR TOTAL:	16530.00					
VENDOR:	1893		SCHWEITZER ENGINEERING LAB								
INV-000209185	10/20/17	7682	Shelf		11/08/17	53.00	.00	ACH			
					VENDOR TOTAL:	53.00					

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAYD AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1917	RONNIE JONES CONST., INC.										
2017983	10/20/17	7700	Limestone		11/08/17	905.82	.00	CHK				
					VENDOR TOTAL:	905.82						
VENDOR:	1925	SCOTT PETROLEUM CORP.										
13043260	10/20/17	7689	Fuel		11/08/17	42.00	.00	ACH				
					VENDOR TOTAL:	42.00						
VENDOR:	1940	STUART C. IRBY										
S010367510.004	10/20/17	7621	Mast Arm		11/08/17	1092.00	.00	ACH				
S010399587.003	10/27/17	7665	Materials		11/08/17	3135.00	.00	ACH				
					VENDOR TOTAL:	4227.00						
VENDOR:	1945	SULLIVAN'S										
27771	10/20/17	0	Office supplies		11/08/17	36.16	.00	ACH				
					VENDOR TOTAL:	36.16						
VENDOR:	1997	SOUTHEASTERN TESTING LAB										
360765	10/20/17	7698	Gloves		11/08/17	183.75	.00	ACH				
					VENDOR TOTAL:	183.75						
VENDOR:	2015	TEMPLE & SON CO., INC										
INV168134	10/24/17	7704	Traffic Lights		11/08/17	1116.00	.00	ACH				
					VENDOR TOTAL:	1116.00						
VENDOR:	2018	TRADE AMERICA										
22071	10/20/17	7694	Supplies		11/08/17	292.92	.00	ACH				
					VENDOR TOTAL:	292.92						
VENDOR:	2040	TVPPA EDUCATION & TRAIN.										
28370,95646	10/24/17	0	Education and training		11/08/17	4376.00	.00	ACH				
					VENDOR TOTAL:	4376.00						

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VENDOR:	2104	UPS									
12031F407	10/20/17	0	Postage		11/08/17	5.82	.00	CHK			
					VENDOR TOTAL:	5.82					
VENDOR:	2115	CAPE ELECTRICAL SUPPLY									
S201337621.001	10/31/17	7723	Materials		11/08/17	729.00	.00	ACH			
					VENDOR TOTAL:	729.00					
VENDOR:	2118	BORDER STATES ELECTRIC									
913894775/914067	10/31/17	7662	Substation Repair		11/08/17	19834.27	.00	ACH			
913904155	10/20/17	7616	Parts		11/08/17	1366.00	.00	ACH			
913904156	10/20/17	7632	Parts		11/08/17	1017.00	.00	ACH			
913978165, 44275	10/30/17	7616	Materials		11/08/17	917.25	.00	ACH			
					VENDOR TOTAL:	23134.52					
VENDOR:	2210	VERIZON WIRELESS									
9793667677	10/30/17	0	Phone bill		11/08/17	1507.91	.00	CHK			
9793667678	10/30/17	0	Phone bill		11/08/17	176.35	.00	CHK			
					VENDOR TOTAL:	1684.26					
VENDOR:	2300	WALMART COMMUNITY BRC									
10/16/17	10/24/17	0	Office supplies		11/08/17	70.70	.00	CHK			
					VENDOR TOTAL:	70.70					
VENDOR:	2319	WESCO									
061454	10/20/17	7529	Bracket		11/08/17	2945.60	.00	ACH			
					VENDOR TOTAL:	2945.60					
VENDOR:	2324	WREN BODY WORKS									
16057	10/20/17	7713	Parts, Labor, Service		11/08/17	4250.01	.00	CHK			
					VENDOR TOTAL:	4250.01					

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VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.									
38971	10/20/17	0	Water		11/08/17	39.75	.00	ACH			
39275	10/24/17	0	Water		11/08/17	15.90	.00	ACH			
					VENDOR TOTAL:	55.65					
VENDOR:	9678	JETCO INC.									
5623	10/30/17	7718	Supplies, mounting brackets		11/08/17	2500.00	.00	CHK			
					VENDOR TOTAL:	2500.00					
VENDOR:	99001904	TOMMY SULLIVAN									
10/21/17	10/24/17	0	Reimb Uniform Purchase		11/08/17	107.03	.00	ACH			
					VENDOR TOTAL:	107.03					
VENDOR:	99009714	BRAD SCARBROUGH									
10/13, 10/16/17	10/20/17	0	Reimb license and physical		11/08/17	141.00	.00	ACH			
					VENDOR TOTAL:	141.00					
					GRAND TOTAL:	239967.53					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	124	ATMOS ENERGY								
2702 - 10/10	10/20/17	0 Utility bill		11/08/17	32.91	.00	CHK			
				VENDOR TOTAL:	32.91					
VENDOR:	134	ATWELL & GENT, PA								
8279	10/27/17	0 Engineering services		11/08/17	1300.00	.00	ACH			
				VENDOR TOTAL:	1300.00					
VENDOR:	186	BRENTAG MID-SOUTH								
BMS776636	10/19/17	1528 Chemicals		11/08/17	2011.88	.00	ACH			
BMS777794	10/19/17	1522 Chemicals		11/08/17	816.00	.00	ACH			
BMS783971	10/24/17	1398 Chemicals		11/08/17	204.00	.00	ACH			
BMS7879,80,81,82	10/27/17	1554 Chemicals		11/08/17	3970.50	.00	ACH			
				VENDOR TOTAL:	7002.38					
VENDOR:	189	BANCORPSOUTH								
11/01/17	10/27/17	0 2.6M GO Bond Payment		11/08/17	16904.52	.00	CHK			
				VENDOR TOTAL:	16904.52					
VENDOR:	202	BELL BUILDING SUPPLY								
206349	10/24/17	1562 Parts		11/08/17	8.33	.00	CHK			
206477	10/24/17	1566 Supplies		11/08/17	15.68	.00	CHK			
206786	10/27/17	1580 Supplies		11/08/17	10.18	.00	CHK			
207036	10/31/17	1583 Supplies		11/08/17	2.98	.00	CHK			
				VENDOR TOTAL:	37.17					
VENDOR:	305	DIXIE WHOLESALE WATERWORKS								
479211	10/27/17	1490 Parts		11/08/17	402.83	.00	ACH			
479212	10/24/17	1524 Parts and supplies		11/08/17	793.61	.00	ACH			
479554	10/24/17	1525 Supplies		11/08/17	2413.25	.00	ACH			
				VENDOR TOTAL:	3609.69					
VENDOR:	308	CITY OF STARKVILLE								
SEPT 2017	10/27/17	0 Fuel		11/08/17	3015.34	.00	CHK			
				VENDOR TOTAL:	3015.34					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/08/17 ACCOUNT 23110

PAGE 2
RUN DATE 10/31/17 02:20 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	368	CONTROL SYSTEMS, INC								
54644	10/24/17	1567 Service call		11/08/17	782.94	.00	ACH			
54645	10/24/17	1569 Service call		11/08/17	979.76	.00	ACH			
				VENDOR TOTAL:	1762.70					
VENDOR:	450	ENVIRO-LABS, INC.								
1860	10/24/17	0 Supplies		11/08/17	69.00	.00	ACH			
				VENDOR TOTAL:	69.00					
VENDOR:	606	4-COUNTY EPA								
9/01-9/30/2017	10/19/17	0 Utilities expense		11/08/17	16007.18	.00	CHK			
				VENDOR TOTAL:	16007.18					
VENDOR:	639	GOLDEN TRIANGLE								
3062102017	10/20/17	0 Billing services		11/08/17	857.00	.00	ACH			
				VENDOR TOTAL:	857.00					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
I103850421	10/24/17	1502 Repairs		11/08/17	95.00	.00	CHK			
				VENDOR TOTAL:	95.00					
VENDOR:	701	H & L COMPRESSORS & TOOLS								
189570	10/20/17	1445 Repairs parts		11/08/17	1903.26	.00	CHK			
				VENDOR TOTAL:	1903.26					
VENDOR:	736	GUARDIAN LOCK & KEY								
4488	10/19/17	1536 Keys		11/08/17	111.60	.00	CHK			
				VENDOR TOTAL:	111.60					
VENDOR:	765	HYDRA SERVICE, INC.								
92111	10/20/17	1533 Repair service call		11/08/17	565.00	.00	CHK			
				VENDOR TOTAL:	565.00					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/08/17 ACCOUNT 23110

RUN DATE 10/31/17 PAGE 3
02:20 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR: 808 HOLLIS BROTHERS										
41093	10/27/17	1469 Repairs		11/08/17	180.00	.00	CHK			
42379	10/19/17	1469 Repairs		11/08/17	224.72	.00	CHK			
VENDOR TOTAL:					404.72					
VENDOR: 823 H D SUPPLY, INC.										
H836294	10/19/17	1478 Tracer dye		11/08/17	102.49	.00	CHK			
H851807	10/19/17	1489 Parts		11/08/17	1151.97	.00	CHK			
H863842/H905323	10/19/17	1497 Supplies		11/08/17	1680.69	.00	CHK			
H890471	10/19/17	1517 Clamps		11/08/17	486.96	.00	CHK			
H903143	10/19/17	1523 Parts		11/08/17	9379.48	.00	CHK			
H937996/920955/9	10/24/17	1523 Supplies		11/08/17	3452.99	.00	CHK			
VENDOR TOTAL:					16254.58					
VENDOR: 1105 LAWSON PRODUCTS, INC										
9305116065	10/20/17	1372 Gear lubricant		11/08/17	201.86	.00	CHK			
VENDOR TOTAL:					201.86					
VENDOR: 1168 LEE'S PRECAST CONCRETE										
108108	10/19/17	973 Parts		11/08/17	1470.00	.00	CHK			
109196	10/19/17	1506 Parts		11/08/17	1081.25	.00	CHK			
VENDOR TOTAL:					2551.25					
VENDOR: 1191 LUCKETT PUMP & REPAIR										
17624	10/19/17	1514 Pump		11/08/17	1647.93	.00	ACH			
VENDOR TOTAL:					1647.93					
VENDOR: 1320 MS RURAL WATER ASSOCIATION										
10/31/17	10/31/17	0 Annual dues		11/08/17	500.00	.00	CHK			
VENDOR TOTAL:					500.00					
VENDOR: 1335 NETWORKFLEET, INC.										
OSV000001191505	10/20/17	0 Vehicle services		11/08/17	454.80	.00	CHK			
VENDOR TOTAL:					454.80					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ACH SEQ
VENDOR:	1341	MS DEVELOPMENT AUTHORITY								
10/01/17	10/19/17	0 CAP Loan Payments		11/08/17	20173.96	.00	CHK			
			VENDOR TOTAL:		20173.96					
VENDOR:	1366	MS CROSS CONNECTION, LLC								
29185	10/20/17	0 CCC Program Management		11/08/17	288.00	.00	ACH			
29192	10/30/17	0 CCC Program Management		11/08/17	288.00	.00	ACH			
			VENDOR TOTAL:		576.00					
VENDOR:	1392	NUNLEY TRUCKING CO., INC.								
23167	10/19/17	1475 Gravel		11/08/17	1817.44	.00	CHK			
			VENDOR TOTAL:		1817.44					
VENDOR:	1525	OKTIBBEHA COUNTY COOP								
288121	10/24/17	1532 Boots		11/08/17	66.25	.00	ACH			
288591	10/19/17	1537 Soil		11/08/17	37.00	.00	ACH			
290831	10/31/17	1550 Uniforms		11/08/17	243.03	.00	ACH			
291465	10/19/17	1552 Boots		11/08/17	114.23	.00	ACH			
292669	10/24/17	1568 Supplies		11/08/17	39.99	.00	ACH			
294063	10/24/17	1574 Boots		11/08/17	217.72	.00	ACH			
294109	10/27/17	1575 Supplies		11/08/17	29.55	.00	ACH			
			VENDOR TOTAL:		747.77					
VENDOR:	1619	PIPELOGIX INC.								
4249	10/20/17	0 Product Support		11/08/17	2500.00	.00	CHK			
			VENDOR TOTAL:		2500.00					
VENDOR:	1800	RACKLEY OIL, INC.								
000468167	10/24/17	1564 Diesel		11/08/17	53.70	.00	ACH			
466278	10/20/17	89 Fuel		11/08/17	27.72	.00	ACH			
466906,277,278	10/27/17	89 Fuel		11/08/17	118.24	.00	ACH			
			VENDOR TOTAL:		199.66					
VENDOR:	1818	UNITED RENTALS								
151033413-001	10/19/17	1505 Chain for saw		11/08/17	865.12	.00	CHK			
			VENDOR TOTAL:		865.12					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1884	STARKVILLE	GARBAGE								
9/26/17	10/24/17	0	Garbage disposal		11/08/17	99.00	.00	CHK			
	VENDOR TOTAL:					99.00					
VENDOR:	1905	STARKVILLE	AUTO PARTS								
166734/166736	10/19/17	1349	Parts		11/08/17	103.06	.00	CHK			
166747/167141	10/19/17	1389	Parts		11/08/17	109.61	.00	CHK			
167352	10/19/17	1418	Exact fit		11/08/17	25.98	.00	CHK			
169737,168503	10/19/17	1389	Parts/Supplies		11/08/17	990.97	.00	CHK			
169771	10/19/17	1479	Supplies		11/08/17	69.77	.00	CHK			
169874	10/19/17	1488	Supplies		11/08/17	140.24	.00	CHK			
	VENDOR TOTAL:					1439.63					
VENDOR:	1910	STARKVILLE	UTILITIES								
10/04-10/30/17	10/19/17	0	Utility bills		11/08/17	64972.87	.00	DFT			
	VENDOR TOTAL:					64972.87					
VENDOR:	1932	STARKVILLE	DAILY NEWS								
9/12/17, 9/18/17 10/30/17	10/30/17	0	Advertising-Bids		11/08/17	46.58	.00	ACH			
	VENDOR TOTAL:					46.58					
VENDOR:	1945	SULLIVAN'S	OFFICE SUPPLY								
27884	10/27/17	1576	Office supplies		11/08/17	194.99	.00	ACH			
27920	10/27/17	1581	Office supplies		11/08/17	179.55	.00	ACH			
	VENDOR TOTAL:					374.54					
VENDOR:	2004	TJ CHEMICALS &	SUPPLIES LLC								
1870	10/19/17	1493	Solvent degreaser		11/08/17	475.00	.00	ACH			
	VENDOR TOTAL:					475.00					
VENDOR:	2018	TRADE AMERICA									
22099	10/24/17	1542	Wasp and hornet spray		11/08/17	77.77	.00	ACH			
22100	10/31/17	1543	Supplies		11/08/17	1014.00	.00	ACH			
22101	10/24/17	1544	Supplies		11/08/17	223.04	.00	ACH			
22103	10/24/17	1560	Gloves, etc		11/08/17	215.55	.00	ACH			
	VENDOR TOTAL:					1530.36					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2024	THOMPSON MACHINERY									
11C307131A	10/24/17	1572 Pin			11/08/17	74.94	.00	CHK			
					VENDOR TOTAL:	74.94					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1035754	10/31/17	1459 Weekly testing and analysis			11/08/17	234.00	.00	ACH			
1036097,969,818	10/20/17	1459 Weekly testing and analysis			11/08/17	702.00	.00	ACH			
					VENDOR TOTAL:	936.00					
VENDOR:	2203	VACUUM TRUCK SALES & SERVICE									
AL10780	10/31/17	1534 Supplies			11/08/17	350.00	.00	ACH			
					VENDOR TOTAL:	350.00					
VENDOR:	2209	THE WELDING WORKS, LLC									
2569	10/24/17	1540 Repairs			11/08/17	180.00	.00	CHK			
					VENDOR TOTAL:	180.00					
VENDOR:	2210	VERIZON WIRELESS									
9793667679	10/31/17	0 Phone bill			11/08/17	119.42	.00	CHK			
					VENDOR TOTAL:	119.42					
VENDOR:	2307	WISSCO									
15631	10/27/17	1486 Service equipment			11/08/17	600.00	.00	CHK			
					VENDOR TOTAL:	600.00					
VENDOR:	99009783	TERRY STIDHAM CONSTRUCTION									
897890	10/31/17	0 Water leak repairs			11/08/17	312.50	.00	ACH			
897891	10/31/17	0 Sewer line taps			11/08/17	525.00	.00	ACH			
897892	10/31/17	0 Sewer improvements			11/08/17	2387.50	.00	ACH			
897893	10/31/17	0 Sewer improvements			11/08/17	4187.50	.00	ACH			
897894	10/31/17	0 Water line repairs			11/08/17	5750.00	.00	ACH			
					VENDOR TOTAL:	13162.50					
					GRAND TOTAL:	186528.68					



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

AGENDA ITEM NO: Finance & Admin
AGENDA DATE: November 7, 2017
PAGE: 1 of 1

SUBJECT: Request authorization for City Clerk Office and Starkville Utilities to advertise for source of supply bids for all departments for the period January 1, 2018 through June 30, 2018.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Finance and Admin

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO; (662) 323-2525 ext.3117
Or Joanna McLaurin, (662) 323-2525 ext. 3106

SUGGESTED MOTION:

Move approval to advertise for source of supply bids for the period January 1, 2018 through June 30, 2018 for all departments.



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 11/07/17
PAGE: 1

SUBJECT: Request permission allow SFD to enter in to a one-year contract with JMCM Consulting for Grant-Writing services and allow the Mayor to execute all paperwork.

AMOUNT & SOURCE OF FUNDING :

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-769-3048

SUGGESTED MOTION: Move approval to allow SFD to enter in to a one-year contract with JMCM Consulting for Grant-Writing services and allow the Mayor to execute all paperwork.



AUTHORIZATION TO ENGAGE JMCM CONSULTING

SCOPE OF WORK

JMCM Consulting (CONSULTANT) will prepare a project plan and application for the 2017 Assistance to Firefighter Grant Program. The total project request will be determined after reviewing the CLIENT's need assessment. The amount will be discussed with the CLIENT representative BEFORE the application is submitted.

The CLIENT will provide CONSULTANT all of the information needed to develop the project proposal. CONSULTANT will work with the CLIENT to identify the CLIENT's greatest needs and advise projects that have a higher likelihood of funding (based on CONSULTANT's experience and the AFGP Program Guidance).

PROJECT SCHEDULE

Once the "Authorization to Engage JMCM Consulting" and the CLIENT's information worksheets are received, CONSULTANT will begin work on the application.

A draft of the application will be provided to the CLIENT before the application is submitted.

The actual dates of the application period is unknown at this time. Client will be provided actual dates, once FEMA publishes the dates.

Once the final application is loaded to FEMA's AFGP portal, the CLIENT will be notified and be given the opportunity to review the application before it is submitted. Once approved the CLIENT may submit the application OR the CLIENT may authorize the CONSULTANT to submit on their behalf. CLIENT understands they are responsible for the content of the application.

PROJECT COST

JMCM Consulting will provide professional project development and administrative services for 5% of the federal funded grant amount. **This fee is NOT included in the project cost request. It cannot be paid from grant funds** the department may receive. It must be paid from the Client's general fund as a fee for professional services.

Once the total cost of the project is determined, the CLIENT will be provided a PROJECT COST estimate worksheet. If the grant funds, fees will be due 30 days from date of award. JMCM reserves the right to draft the fee from the Client's bank account if payment has not been made 180 days after award unless payment arrangements have been made.

IN WITNESS WHEREOF, the CLIENT has signed and approved engaging JMCM Consulting for the purpose of developing and submitting an application to Assistance to Firefighter Grant Program, in accordance with the written Standard Terms and Conditions.

CONSULTANT

JMCM Consulting

Signature:

Cindy Tubbs Monroe

print name

Title: Owner

Date:

CLIENT

Signature

print name

Title:

Date:

(Mayor, Chairman, President, etc.)

Client certifies that the person signing this contract has the authority to contractually obligate the department for the professional services set forth in this agreement. If this statement is determined to be untrue, the person signing this contract understands they will be personally responsible for all fees associated with this agreement.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to advertise to fill a Firefighter position, in the Starkville Fire Department and authorization to advertise for three (3) part-time Certified Firefighters.

AMOUNT & SOURCE OF FUNDING:

Grade 5, (2676 hours), annual salary of \$28,098.00 (\$10.50 per hour) for entry level.
Grade 5, (2676 hours), annual salary of \$30,774.00 (\$11.50 per hour) for certified.

FISCAL NOTE:

AUTHORIZATION HISTORY:

The full-time positions was held by Ryan Shaw, who resigned.

Fire Chief Charles Yarbrough, is requesting three (3) part time position, due to medical and military leave of some of the current firefighters. These part time positions are needed, during this time to help eliminate overtime. These position will be part time and will continue as needed.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to advertise to fill a Firefighter position, in the Starkville Fire Department and authorization to advertise for three (3) part-time Certified Firefighters.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to advertise for a part-time Secretary, in the Sanitation & the Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Salary Grade 7. \$23,565.48 (\$11.33 per hour) to \$31,362.56 (\$15.08 per hour), based on 2080 hours.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT:

Sanitation /Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Sanitation & Environmental Services Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a part-time Secretary, in the Sanitation & Environmental Services Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to advertise for a temporary full-time Code Enforcement Officer position, in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Salary Grade 10 - \$31,364.76 (\$15.08 per hour) to \$41,743.57 (\$20.07 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

Buddy Sanders, is requesting the full-time temporary position, due to the medical leave of an employee. This position will be full-time temporary and will continue as needed.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Buddy Sanders, Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a temporary full-time Code Enforcement Officer position, in the Community Development Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to advertise for a part-time Intern position, for the Finance and Administration Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. This position, will not be eligible for benefits.

AUTHORIZATION HISTORY: This position was previously held by Johanna Beeland. Unsuccessful attempts have been made through MSU to locate a graduate student needing unpaid internship hours.

REQUESTING DEPARTMENT:

Finance and Administration Department

DIRECTOR'S AUTHORIZATION:

Lesa Hardin, City Clerk/CFO

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a part-time Intern position, for the Finance and Administration Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to hire Bethany Allen Weeks and Steven Lane, as Entry Level Firefighters in the Starkville Fire Department.

Also request authorization to retain candidate Calvin Waters from the selection process held on October 10, 2017 for consideration to fill any additional vacant position in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days.

AMOUNT & SOURCE OF FUNDING:

Bethany Allen Weeks - Grade 5, Base Salary of \$28,098.00 (\$10.50 per hour) for entry level, based on 2676 hours.
Steven Lane - Grade 5, Base Salary of \$28,098.00 (\$10.50 per hour) for entry level, based on 2676 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

These positions are replacing Timothy Lynch and Nicholas Shumaker, who voluntarily resigned.

Calvin Waters, is currently out of state, and will be moving to Starkville in Decmeber 2017.

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 Bethany Allen Weeks and Steven Lane, as Entry Level Firefighters in the Starkville Fire Department.

Also request authorization to retain candidate Calvin Waters from the selection process held on October 10, 2017 for consideration to fill any additional vacant position in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to hire Christie Rogers, as the Executive Administrative Assistant in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 9, Non Exempt 36,400 (\$17.50 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Billye Asherbranner, who resigned on October 04, 2017.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Christie Rogers, as the Executive Administrative Assistant in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to hire Tanner Stuart, as an Apprentice Lineman in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 9, Non Exempt 34,320 (\$16.50 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Floyd Bell, who retired.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Tanner Stuart, as an Apprentice Lineman in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to hire Tameka Harris as the Payroll/Collector Clerk, in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 9, Non Exempt 36,400 (\$17.50 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Savannah Hollis, who resigned to go back to school.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Navarrete Ashford, Human Resources Director

SUGGESTED MOTION

Move approval to hire Tameka Harris as the Payroll/Collector Clerk, in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to hire Derrick Burchfield, Dnijee Robinson, and Eli Seabrooks as Maintenance Workers I in the Utilites Water Department.

AMOUNT & SOURCE OF FUNDING:

Derrick Burchfield - Grade 4, Base Salary of \$20,800.00 (\$10.00 per hour) 2080 hours
Dnijee Robinson - Grade 4, Base Salary of \$20,800.00 (\$10.00 per hour) 2080 hours
Eli Seabrooks - Grade 4, Base Salary of \$20,800.00 (\$10.00 per hour) 2080 hours

FISCAL NOTE:

AUTHORIZATION HISTORY:

These positions were previously held by Anthony Davis, Ladarius Jordan, and Micheal Reed.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Mananger

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Derrick Burchfield, Dnijee Robinson, and Eli Seabrooks, as Maintenance Workers I in the Utilites Water Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 7, 2017
Page: 1

SUBJECT:

Request authorization to hire Jared Rabren, as the Airport Operations Manager in the Starkville Airport Department.

AMOUNT & SOURCE OF FUNDING:

Grade 11, annual salary of \$36,000 (\$17.31 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was requested by William Trey Breckenridge, President of the Airport Board.

REQUESTING DEPARTMENT:

Starkville Airport Department

DIRECTOR'S AUTHORIZATION:

Rodney Lincoln, Airport Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Jared Rabren, as the Airport Operations Manager in the Starkville Airport Department



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 07, 2017
Page: 1

SUBJECT:

Request authorization to hire Jacqueline Posley, as the Processing Clerk in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Grade 11, annual salary of \$35,360 (\$17.00 per hour), based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

Previously this position was held by Bill Green, who was the Office Manager and Vicki Lowrey, who was the Code Compliance Officer.

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 Jacqueline Posley, as the Processing Clerk in the Community Development Department.



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

AGENDA ITEM NO:
AGENDA DATE: 11.7.17
PAGE : 1 OF 2

SUBJECT:

Request authorization to purchase equipment and services for SEDC's Meter Data Management System (MDM) as part of an ongoing interface between our AMI and Billing systems.

AMOUNT & SOURCE OF FUNDING: FY 2018 BUDGET

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry N. Kemp 323-3133

SUGGESTED MOTION: Move to authorize Starkville Utilities to purchase equipment and services needed to install the SEDC MDM system.



Southeastern Data Cooperative, Inc.
100 Ashford Center North, Suite 500
Atlanta, GA 30338-4865

METER DATA MANAGEMENT 2 (MDM2)

MDM SYSTEM PHYSICAL SERVER QUOTATION

DELIVERY ADDRESS:	
Starkville Electric Department	
200 North Lafayette	
P.O. Box 927	
Starkville MS 39759	

DATE:
July 18, 2017
PAYMENT TERMS
Net 30 Days

EMAIL: TechSales@sedata.com for order assistance

SEDC agrees to furnish all equipment, materials, supplies and services as described in detail below in accordance with supported specifications.

[illegible]

SEDC MDM2 SUBSCRIPTION - MONTHLY COSTS				
1	MONTHLY	MDMS Software Subscription & Support <i>Monthly Minimum Support Fee is</i>	Estimate for 2-commodity MDM2 with 13,000 active accounts at \$.04 per account. \$300.00 and subject to change based upon active number of accounts	\$ 520.00
SEDC MDM2 SUBSCRIPTION COSTS				\$ 520.00

VENDOR SOFTWARE SUBSCRIPTIONS - ANNUAL SUPPORT COSTS			
1	RHEL SUB	Red Hat Linux - Operating System Annual Support Subscription and Satellite Services	\$ 1,800.00
1	ORASUPAN	Oracle Database 12c Enterprise Edition Annual Support	\$ 4,200.00
1	ORAMODAN	Oracle Database <u>Module</u> Annual Support for In-Memory, Partitioning, Compression Modules ***Annual support is billed 50% every 6 months***	\$ 1,200.00
VENDOR ANNUAL SUBSCRIPTION COSTS			\$ 7,200.00

REMARKS
SEDC personnel travel expenses for MDM onsite installation or training is not included in this quotation and will be billed separately.
Quoted server hardware is subject to change for equivalent or better server product.
Quoted pricing for any hardware, software, and/or services subscription is subject to change, and is based upon current customer meter count, reading interval, database size, and data retention history.
Quoted pricing for software in <i>Vendor Software Subscriptions - Annual Support Costs</i> section is subject to change based upon vendor pricing.
It is recommended to use the SEDC MDM2 and VENDOR SOFTWARE SUBSCRIPTION cost sections for MDM2 annual budget purposes.
Pricing is valid for 30 days from date above and does not include applicable sales tax, or shipping charges.

AUTHORIZED PURCHASER:

*Name: _____

*Title: _____

***SIGNATURE:** _____ *Date: _____



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

AGENDA ITEM NO:
AGENDA DATE: 11.7.17
PAGE : 1 OF 2

SUBJECT:

Request authorization to purchase the final equipment needed to complete conversion to SEDC's Multi-Service Platform

AMOUNT & SOURCE OF FUNDING: FY 2018 BUDGET

FISCAL NOTE:

AUTHORIZATION HISTORY: Board approved the Utilities Department to convert from SEDC's Core platform to SEDC's newly developed Multi-Service Platform during the September 6th, 2016 board meeting.

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry N. Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry N. Kemp 323-3133

SUGGESTED MOTION: "Move to authorize Starkville Utilities to purchase equipment needed to complete the conversion to SEDC's Multi-Service Platform."



Southeastern Data Cooperative, Inc.
100 Ashford Center North, Suite 500
Atlanta, GA 30338-4865

EQUIPMENT REQUISITION

Sales Order Based for Multi Service Implementation

DELIVERY ADDRESS:
Starkville Electric Department 200 North Lafayette Starkville, MS 39759

DATE:
July 12, 2017

PAYMENT TERMS
Net 30 Days

EMAIL: TechSales@sedata.com for order assistance

SEDC agrees to furnish all equipment, materials, supplies and services as described in detail below in accordance with supported specifications.

QTY	PRODUCT SKU	DESCRIPTION	RETAIL PRICE
UPN DATABASE SERVER HARDWARE			
1	R730UPN	Dell R730 Server- Chassis for up to Sixteen 2.5-Inch Hard Drives 2 x Intel Xeon E5-2690 v4 2.6GHz,30M Cache,Turbo, HT, 14C/28T (135W) Max Mem 2400MHz 32GB Memory (8 x 4GB RDIMM 2400MT/s, Single Rank, x8 Data Width) PERC H730P RAID Controller, 2GB NV Cache RAID 5 for H330/H730/H730P (3-16 HDDs or SSDs) 9 x 300GB 10K RPM SAS 6Gbps 2.5in Hot-plug Hard Drive Intel Ethernet I350 QP 1Gb Network Daughter Card DVD-ROM Drive, Internal iDRAC8, Enterprise with OpenManage Essentials,Server Config Mgmt Dual, Hot-plug, Redundant Power Supply (1+1), 750W Rapid rails, Sliding rails for Dell Rack without Cable Management Arm PowerVault RD1000 with QTY 1, Removable Hard Disk Cartridge for RD1000, 500GB Native/ 1TB Comp 5 Year ProSupport and Mission Critical 4HR 7x24 Onsite Pack	\$ 11,900.00
1	SEDCCONFIG	SEDC Configuration Fee for UPN Database Server	\$ 600.00
UPN DATABASE SERVER HARDWARE SUBTOTAL			\$ 12,500.00
UPN DATABASE SERVER SOFTWARE			
1	RHEL	Red Hat Enterprise Linux 5.x and Remote Management Modules	\$ 1,800.00
1	ORCLASFUDBS	Oracle Application Specific Use License	\$ 17,000.00
2	MFLDBS	Micro Focus Licenses, 10 Pack	\$ 6,020.00
UPN DATABASE SERVER SOFTWARE SUBTOTAL			\$ 24,820.00
UPN APPLICATION SERVER			
1	R630UPN	Dell R630 - Application Server for utilityPOWERnet with 16GB Memory and DVD-ROM	\$ 3,890.00
1	SUPPORT	5Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite Included	
1	OSLUPN	VLA Microsoft Windows Server 2016 Standard, Downgrade to WS 2008 R2, OS for UPN Application	\$ 1,040.00
20	UPNCAL	VLA Microsoft Open Business WINSVRCAL 2016 Single OLP NL Device CAL	\$ 700.00
1	SEDCCONFIG	SEDC Configuration Fee for UPN Application Server	\$ 600.00
UPN APPLICATION SERVER SUBTOTAL			\$ 6,230.00
BPP APPLICATION SERVER			
1	R630BPP	Dell R630 - Application Server for Bill Presentment & Payment with 16GB Memory and DVD-ROM	\$ 3,890.00
1	SUPPORT	5Yr Basic Hardware Warranty Repair: 5x10 HW-Only, 5x10 NBD Onsite Included	
1	OSLUPN	VLA Microsoft Windows Server 2016 Standard, Downgrade to WS 2008 R2, OS for BPP Application	\$ 1,040.00
1	ECLBPP	VLA Windows 2016 External Connector License for BPP Application	\$ 2,240.00
1	SEDCCONFIG	SEDC Configuration Fee for BPP Application Server	\$ 600.00
BPP APPLICATION SERVER SUBTOTAL			\$ 7,770.00
Remote Payment Systems			
2	RPS	Remote Payment System	\$ 3,500.00
RPS SUBTOTAL			\$ 3,500.00
PURCHASE ORDER TOTAL			\$ 54,820.00

Pricing is for a single server instance, and valid for 30 days from date above and does not include applicable sales tax, or shipping charges. Shipping is estimated to cost between \$500 - \$600 total for all equipment listed herein.

Pricing and product availability is subject to change based upon manufacturer supplied information.

AUTHORIZED PURCHASER:	
Name: _____	DATE: _____
Title: _____	Customer PO Number: _____
SIGNATURE: _____	



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

AGENDA ITEM NO:
AGENDA DATE: November 7, 2017
PAGE: 1 of 1

SUBJECT: Request authorization for Robby Gilliland to travel to Jackson, TN to attend TVPPA Line Worker Troubleshooting Lab 5 on December 4-8, 2017 at a total cost not to exceed \$1,820 with advance travel.

This is a continuation of the TVPPA Lineman Apprenticeship Program. This five-day session covers line worker skills including: Safety, PPE, Hot line tools, Protective Devices, Substations, Meters, and instruments, OSHA/NFPA Standards, Single Line Diagram, Test Voltage, and a comprehensive exam.

AMOUNT & SOURCE OF FUNDING: TVPPA Line Worker Troubleshooting Lab 5, lodging, travel allowance plus 6 days per diem, total cost not to exceed \$1,820.

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 Troubleshooting Lab 5 on December 4-8, 2017 at a total cost not to exceed \$1,820 with advance travel.

AGENDA ITEM NO:
CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: November 7, 2017
PAGE: 1 of 2

SUBJECT: Request authorization for Starkville Utilities to accept the lowest and best quote and purchase (5) 69 kV potential transformers to address sync check issues with MSU generation and to provide accurate fault locating information from Garner Lumley for a total price of \$28,350.

Comparison of quotes (quotes are attached):

Garner Lumley Electric Supply	\$28,350
Yoder Sales Agency	\$30,500

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:

Move approval for Starkville Utilities to accept the lowest and best quote and purchase the (5) 69 kV potential transformers from Garner Lumley for a total price of \$28,350.

**CITY OF STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI**

**TABULATION OF QUOTES
FOR 69 kV VOLTAGE TRANSFORMERS
FOR STARKVILLE 161/68 kV PRIMARY SUBSTATION**

BIDDER	SUPPLIER	DELIVERY TIME	TOTAL BASE BID PRICE
Garner Lumley Electric Supply Co. - Hattiesburg, MS	ABB	20 Weeks ARO	\$28,350.00
Yoder Sales Agency - Chattanooga, TN	ABB	20 Weeks ARO	\$30,500.00

I hereby certify that this is a true and correct tabulation of the Quotes for five (5) 69 kV Voltage Transformers received by Starkville Utilities on October 27, 2017.



 Jeffrey Atwell, P.E.

