



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
November 21, 2017**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

Board of Aldermen
Ben Carver
Sandra Sistrunk
David Little
Jason Walker
Patrick Miller
Henry Vaughn, Sr.

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

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

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

**Park and Recreation
Director**
Herman Peters

**Sanitation and
Environmental Director**
Calvin Ware

Airport Director
Rodney Lincoln

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

RECESS MEETING OF TUESDAY, NOVEMBER 21, 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 CONSENT ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE OCTOBER 13, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE OCTOBER 17, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE NOVEMBER 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

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING TO AMEND THE SMOKING ORDINANCE, 2008-08, AS AMENDED BY ORDINANCE 2017-07, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

B. FIRST PUBLIC HEARING ON AMENDING THE SIGN ORDINANCE 2011-02; CITY OF STARKVILLE CODE APPENDIX A – ZONING/ARTICLE IX-SIGNAGE, TO REFLECT CHANGES TO THE OUTDOOR ADVERTISING SIGN REQUIREMENTS AND BANNER SIGNS FOR SPECIAL EVENTS AND THE VARIANCE PROCESS.

C. PUBLIC HEARING OF EX 17-02 A REQUEST BY JOHN HARTLEIN FOR AN EXCEPTION FOR THE USE OF A POLE SIGN AT SUNDANCE CONDOS IN A R-3 ZONE WITH THE PARCEL NUMBER 102H-00-192.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF THE CITY OF STARKVILLE ENACTING A BOLLARD PLAN TO FURTHER PROMOTE THE HEALTH, SAFETY AND WELFARE OF

ITS CITIZENS.

- B. **CONSIDERATION OF APPROVING A MAYOR'S MURAL PROGRAM FOR PUBLIC SPACES IN THE CITY OF STARKVILLE.**
- C. CONSIDERATION OF APPROVING AN ANNEXATION STUDY AREA AS PRESENTED BY SLAUGHTER AND ASSOCIATES.
- D. **CONSIDERATION OF THE APPROVAL OF A COMPLETE STREETS POLICY.**
- E. **CONSIDERATION OF THE TRANSFER OF A 2013 FORD EXPLORER VIN# 1FM5K8AR1DGCO6898 FROM STARKVILLE MAYOR INVENTORY TO STARKVILLE PARK AND RECREATION INVENTORY.**

X. BOARD BUSINESS

- A. CONSIDERATION OF AMENDING THE SMOKING ORDINANCE, 2008-08 AS AMENDED BY ORDINANCE 2017-07, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.
- B. **CONSIDERATION OF APPROVING A LOCATION FOR A PROTOTYPE TACTICAL URBANISM PROJECT ON UNIVERSITY DRIVE IN FRONT OF THE OKTIBBEHA COUNTY LIBRARY.**
- C. 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

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. **CONSIDERATION OF TRAVEL FOR MIKE ST. LOUIS TO TRAVEL TO OXFORD, MS FOR THE BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI 2017 WINTER TRAINING MEETING WITH ADVANCE TRAVEL COST NOT TO EXCEED \$550.**

b. CONSIDERATION OF EX 17-02 A REQUEST BY JOHN HARTLEIN FOR AN EXCEPTION FOR THE USE OF A POLE SIGN AT SUNDANCE CONDOS IN A R-3 ZONE WITH THE PARCEL NUMBER 102H-00-192.00.

c. CONSIDERATION OF FP 17-08 FINAL PLAT APPROVAL FOR SUBDIVIDING +-224.30-ACRE PARCEL INTO 4 LOTS AS PART OF PHASE I OF CORNERSTONE PARK LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF MS HWY 12 W AND MS HWY 25 BYPASS IN A M-1/C-2 ZONE.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA .

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 13, 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 ACCEPTANCE OF OCTOBER 2017 FINANCIAL STATEMENT.

3. CONSIDERATION OF THE APPROVAL FOR CITY CLERK / CFO LESA HARDIN TO ATTEND THE WINTER EDUCATION MUNICIPAL CLERK AND COMMITTEE SESSION TO BE HELD DECEMBER 13 – 15 IN JACKSON WITH A COST NOT TO EXCEED \$400.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCE DEPARTMENT

1. REQUEST APPROVAL TO HIRE DENISE MARBLE AS A PART TIME SECRETARY IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

2. REQUEST APPROVAL TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE NEW STARKVILLE PARKS AND RECREATION FIELD USE AGREEMENT FOR SINGLE-DAY AND MULTI-DAY TOURNAMENTS.
2. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS AND RECREATION AND STARKVILLE ACADEMY FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.
3. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS AND RECREATION AND STARKVILLE SOCCER ASSOCIATION FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO TRANSFER A 2005 FORD F-150 TO THE CITY OF STARKVILLE SANITATION DEPARTMENT, VIN# 1FTRX12W36NA41549, AND REMOVE FROM THE STARKVILLE POLICE DEPARTMENT'S PROPERTY.
2. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2017 WINTER EDUCATIONAL CONFERENCE, IN STARKVILLE, MS ON DECEMBER 12-15, 2017 AT A COST OF \$325.00.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE EQUIPMENT AND SERVICES AT A COST OF \$37,725.00 FOR SEDC'S METER DATA MANAGEMENT SYSTEM (MDM) AS PART OF AN ONGOING INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS AT THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.
2. REQUEST AUTHORIZATION TO PURCHASE THE FINAL EQUIPMENT NEEDED AT A TOTAL COST OF \$48,340.00 TO COMPLETE CONVERSION TO SEDC'S MULTI-SERVICE PLATFORM, THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.

3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES AND THE CITY OF STARKVILLE TO ENTER INTO AN AGREEMENT WITH GARVER LLC FOR PROFESSIONAL SERVICES.

4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE A TASK ORDER WITH GARVER LLC FOR STUDY AND EVALUATION OF THE SOUTH MONTGOMERY SANITARY SEWER SYSTEM.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. LAND ACQUISITION

XV. OPEN SESSION

XVI. ADJOURN UNTIL DECEMBER 5, 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.

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
October 13, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Work Session on October 13, 2017 at 1:00 p.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, and Henry Vaughn, Sr. Aldermen Ben Carver and Roy A'. Perkins were unable to attend. Attending the Board were Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

Mayor Spruill noted that the landfill had been closed until MDEQ approval. The employees at the landfill will continue grubbing cell five and Neel Schaffer will conduct testing per their contract. An outline of the recommendations from Neel Schaffer Engineering was distributed.

Scott vonCannon, Joe Strauss and John Jackson of Retail Strategy Group discussed what the group does for the City of Starkville. They are currently showing properties to prospective developers with the help of some City personnel. The largest obstacle they have encountered is availability of property for sale. City officials asked that the group stay in contact with the City on a regular basis and offered any resources the City has to offer.

During the work session, the Mayor and Board discussed items on the upcoming October 17, 2017 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

October 13, 2017

1:00 p.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY RETAIL STRATEGIES FOR THE CITY OF STARKVILLE RETAIL ECONOMIC DEVELOPMENT STATUS.**
- C. BRIEFING ON THE LANDFILL AND CURRENT OPERATIONS WORK PER ENGINEERS RECOMMENDATIONS.**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE OCTOBER 17, 2017, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN MEETING**



Date: Tuesday, October 10, 2017
To: City of Starkville, Attn: Honorable Lynn Spruill, Mayor
Cc: Saunders Ramsey, P.E., NSI
From: John G. Cunningham, P.E.
RE: Starkville Rubbish Site

Mayor,

I have attached the agenda from our meeting yesterday and will expand more on the task updates and compliance items below.

Tasks Update

Slope Stability Analysis – drilling on site completed 10/5/17; there will be a 2-3 weeks turnaround on findings report. The analysis will determine if the areas where the permitted height limit has been exceeded on Cell 1 may be left in place or not; plus, show maximum buildout heights for future areas in Cells 3 and 4.

Cell 5 Investigation – this task was started 10/5/17 and will be completed 10/10/17; Visual inspection on top of Cell 5 indicated debris (wire, concrete, other) without cover prior to performing hand auger work to document if final cover exists at all. Condition of site is heavily vegetated with small trees growing throughout

Items 1 through 7 are prioritized needs we see for the City returning the rubbish site back into compliance with the MDEQ General Permit, which grants the City a Certificate of Coverage to operate the rubbish site under said permit.

Item 1 will be needed to move forward with the expansion to allow areas of Cell 1 and 5 that are outside of the permitted limits to remain totally or partially in place as determined with the slope stability analysis.

Item 2 addresses areas where our survey showed slopes are too steep and do not meet the permit requirement of a 1 foot rise for every 4 feet of horizontal distance. This may require some side slope material from the top down to be relocated to Cell 2 to get the slopes into compliance prior to installing final cover material. Cell 5 has the same situation.

Once side slopes are correct, the final cover installation can be performed. State regulations require 24 inches of compacted, low permeable soil be placed as final cover on areas to be closed. Topsoil (Item 4) with seed and mulch will be needed to establish vegetation for future maintenance of closed areas.

Items 5 through 7 are the steps mentioned, if the City desires to close Cell 2.

As mentioned, yesterday, both Cells 1 and 5 have heavy vegetation in areas. The desired state for maintenance, prior to final cover, would be a stand of grass that can be mowed. That may be a task that staff could better use City forces. If City forces can be used to clear vegetation along the property line where waste slid over on private property, that effort may allow pulling some of the waste back on City property for disposal into Cell 2. Right of entry is a concern that may be better addressed by the City Attorney. If right of entry is a problem, the waste could be relocated once the property for the expansion is secured.

As discussed, some of the needs regarding closure of Cell 5 could be addressed during the time required to secure the property for expansion. Once we have the report of the investigation complete, we can provide a more detailed recommendation and discuss how the City moves forward with accomplishing that work, by City forces and/or by contract.

If you have any further questions in the meantime, please let me know.

Thanks.

A handwritten signature in dark ink, appearing to read "John A. Curi". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Tasks Update

Slope Stability Analysis – drilling on site completed 10/5/17; 2-3 weeks turnaround on findings report

Cell 5 Investigation – started 10/5/17; will be completed 10/9/17; Visual inspection on top of Cell 5 – showed debris (wire, concrete, other) without cover. Condition of site is heavily vegetated with small trees growing throughout.

For Compliance

1. Need property acquisition for Cells 1 and 5 for expansion to include a new 150 ft buffer
 - a. 3-6 months
2. Shape sides on Cells 1 and 5 to meet 4:1 slope requirement
3. Add final cover to Cells 1 and 5
4. Add topsoil, seed & mulch Cells 1 and 5
5. Cover Cell 2 open face area
6. Final Cover for Cell 2 area
7. Add topsoil, seed & mulch Cells 1 and 5

For Items 2 – 7: Estimate volume of 100,000 CY for relocation of waste, placement of final cover and establishment of vegetation under a 90 – 120 day contract.



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, OCTOBER 13, 2017
AT 1:00 PM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

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



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

AGENDA ITEM: MINUTES
AGENDA DATE: 11-21-2017
PAGE: 1 of 56

SUBJECT: Request approval of the minutes of the October 17, 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 17, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF A RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
October 17, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on October 17, 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, Roy A.' Perkins and 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:

Alderman Little requested the following item be added to the Consent Agenda:

XI. E. 1. Claims Docket.

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

Alderman Perkins offered a motion to add **XVI. Consideration to Advertise for a Deputy Court Clerk** to the Agenda. Alderman Miller offered a second 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: Yea

Having received a majority affirmative vote, the Mayor declared the motion carried and the item added to the Agenda and the previous item XVI will become item XVII.

1. A MOTION TO APPROVE THE CONSENT AGENDA.

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the October 17, 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: Yea

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

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

Alderman Little offered a motion, duly seconded by Alderman Sistrunk, to approve the October 17, 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: 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, OCTOBER 17, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

CONSENTED ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENT AGENDA

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 29, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

Introduction of new Employees:

Nakedra Bell – City Clerk's Office

Christopher Gregory - Police Officer
Emmanuel Moore - Building Inspector
Michael Edwards - Fireman

B. BOARD OF ALDERMEN COMMENTS:

VI. **CITIZEN COMMENTS**

VII. **PUBLIC APPEARANCES**

VIII. **PUBLIC HEARING**

IX. **MAYOR'S BUSINESS**

A. CONSIDERATION OF APPROVING THE APPOINTMENT OF RALPH NOBLES TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD FOR A TERM FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2020.

B. CONSIDERATION OF APPOINTING CALVIN WARE TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD TO COMPLETE THE UNEXPIRED TERM OF EMMA GANDY AND THEN FOR THE TERM FROM JANUARY 1, 2018 TO DECEMBER 31, 2021.

C. CONSIDERATION OF APPOINTING EDWARD KEMP TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD TO FILL A NEW STARKVILLE POSITION FOR THE TERM FROM JANUARY 1, 2018 TO DECEMBER 31, 2021.

D. CONSIDERATION OF A RESOLUTION GIVING THE CONSULTING FIRM OF FARMER – MORGAN THE AUTHORIZATION TO FILE A TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) GRANT FOR THE CITY.

E. 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.

F. 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.

X. **BOARD BUSINESS**

D. CONSIDERATION AND APPROVAL OF ESTABLISHING SET HOURS FOR

TRICK OR TREATING OF 5:30 PM TO 8:00 PM ON TUESDAY, OCTOBER 31, 2017.

- E. CONSIDERATION OF CALLING FOR A 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.

XI. DEPARTMENT BUSINESS

A. AIRPORT

- 1. REQUEST APPROVAL TO ACCEPT THE MDOT MATCHING GRANT FOR THE AIP PROJECT NO. 3-28-0068-022-2017 FOR INSTALLATIONS OF AIRFIELD GUIDANCE SIGNS AND PERIMETER FENCING: REMOVE OBSTRUCTIONS ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$13,514.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF A STREET AND SIDEWALK CLOSING/IN-KIND SERVICES REQUEST BY LIVING LIFE IN PINK FOR THE 2017 BREAST CANCER WALK TO BE HELD ON SUNDAY, OCTOBER 29, 2017 FROM 12:30 PM TO 2:00 PM.
- b. CONSIDERATION OF TRAVEL AND TRAINING FOR BUDDY SANDERS TO ATTEND THE LAST CLASS OF THE REQUIRED FOUR CORE CLASSES BY THE INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL FOR CERTIFICATION WITH COSTS NOT TO EXCEED \$1,100.

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 30, 2017 FOR

FISCAL YEAR ENDING 9/30/17 AND THE CITY OF STARKVILLE CLAIMS DOCKET AS OF OCTOBER 9, 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 ACCEPTANCE OF PRELIMINARY SEPTEMBER 2017 FINANCIAL STATEMENT.

3. REQUEST ACCEPTANCE OF THE SOURCE OF SUPPLY BIDS RECEIVED FOR STARKVILLE UTILITIES, SANITATION AND STREET DEPARTMENTS.

D. FIRE DEPARTMENT

1. REQUEST PERMISSION TO ALLOW FIRE MARSHAL MARK MCCURDY TO ATTEND THE NATIONAL FIRE ACADEMY IN EMMITSBURG, MD FOR FIRE INVESTIGATION: ELECTRICAL SYSTEMS WITH THE CLASS BEING FROM 11/26/2017 TO 12/01/2017 WITH ADVANCED TRAVEL OF \$167.86.

E. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO ADVERTISE FOR AN EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

F. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

G. PARKS AND RECREATION

1. CONSIDERATION OF THE APPROVAL OF THE PROGRAM CONTRACT AGREEMENT FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

2. CONSIDERATION OF THE APPROVAL OF THE NEW FACILITY RENTAL FORM FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

3. CONSIDERATION OF THE APPROVAL OF THE NEW SPONSORSHIP POLICY FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

4. CONSIDERATION OF THE APPROVAL OF THE NEW SPONSORSHIP

**AGREEMENT FOR STARKVILLE PARKS AND RECREATION
DEPARTMENT.**

H. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

I. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO
ADVERTISE AND REQUEST FOR PROPOSALS FOR WATER SCADA
SYSTEM UPGRADE AND SERVICES.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. CONSIDERATION TO ADVERTISE FOR A DEPUTY COURT CLERK

**XVII. ADJOURN UNTIL NOVEMBER 7, 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 3 – 24:

3. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 15, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 15, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS as presented at the table” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 29, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of minutes of the September 29, 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 APPROVING THE APPOINTMENT OF RALPH NOBLES TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD FOR A TERM FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2020.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval to re-appoint Mr. Ralph Nobles to the Golden Triangle Solid Waste Authority Board for a term from January 1, 2017 through December 31, 2020” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPOINTING CALVIN WARE TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD TO COMPLETE THE UNEXPIRED TERM OF EMMA GANDY AND THEN FOR THE TERM FROM JANUARY 1, 2018 TO DECEMBER 31, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval to appoint Mr. Calvin Ware to the Golden Triangle Solid Waste Authority Board to complete the unexpired term of Emma Gandy which will expire on December 31, 2017 and then for the term from January 1, 2018 to December 31, 2021” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF APPOINTING EDWARD KEMP TO THE GOLDEN TRIANGLE SOLID WASTE AUTHORITY BOARD TO FILL A NEW STARKVILLE POSITION FOR THE TERM FROM JANUARY 1, 2018 TO DECEMBER 31, 2021.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval to appoint Edward Kemp to the Golden Triangle Solid Waste Authority Board to fill a new Starkville position for the term January 1, 2018 to December 31, 2021” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF A RESOLUTION GIVING THE CONSULTING FIRM OF FARMER – MORGAN THE AUTHORIZATION TO FILE A TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) GRANT FOR THE CITY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution giving the consulting firm of Farmer – Morgan authorization to file a Transportation Investment Generating Economic Recover (TIGER) grant” is enumerated, this consent item is thereby approved.

**RESOLUTION
CITY OF STARKVILLE
2017 USDOT TIGER Discretionary Grant Program GRANT APPLICATION
MS Highway 182 Redevelopment Plan**

WHEREAS, the City of Starkville desires to improve safety and efficiency of the existing right-of-way of MS Highway 182 by adding sidewalks, crosswalks, bicycle lanes, pedestrian lighting, public green space, and storm water management along a 1.4- mile segment of the corridor, between N Long Street and Old West Point Road. This proposed complete streets intervention will revitalize blighted areas and improve safety, circulation, economic vitality, and the environmental impact of the right-of-way within the economic corridor of MS Highway 182.

WHEREAS, the City of Starkville is eligible to apply to the United States Department of Transportation (USDOT) for Transportation Investment Generating Economic Recovery (TIGER) grant funding.

WHEREAS, engineers have estimated a total project cost of \$18,319,800; and

BE IT THEREFORE RESOLVED, that the City of Starkville authorizes the Mayor to submit an application, including all the understandings and assurances contained therein, to the United States Department of Transportation (USDOT) for Transportation Investment Generating Economic Recovery (TIGER) grant funding not to exceed \$16,487,820 and is committed to provide \$1,831,980 in local matching funds to complete the project.

BE IT FURTHER RESOLVED, if said application is approved, the Mayor is hereby authorized to accept on behalf of the City of Starkville said Transportation Investment Generating Economic Recovery (TIGER) grant, execute any and all documents and enter into agreements necessary for the successful application and award of the grant and to enter into a contract with the selected firm of FARMER | MORGAN to undertake the Architecture & Engineering, and Construction, Engineering and Inspection (CEI) services subject to City of Starkville & USDOT approvals.

BE IT EVEN FURTHER RESOLVED, that after the solicitation of engineering services and the evaluation of the Statements of Qualifications, the City selects FARMER MORGAN, LLC as the engineer for the 2017 TIGER City of Starkville MS Highway 182 Redevelopment Plan project grant writing, Architecture & Engineering and CEI Services.

Passed October 17, 2017

ATTEST: _____
Lesa Hardin, City Clerk

D.Lynn Spruill, Mayor

9. 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of an Ordinance granting a Nonexcluvise Franchise Renewal to BCI Mississippi Broadband, LLC D/B/A Maxxsouth Broadband, its successors and assigns, to construct, operate, and maintain a cable system in Starkville, Mississippi; and setting forth conditions accompanying the grant of the Franchise; and providing for regulation and use of the cable system” is enumerated, this consent item is thereby approved.

STARKVILLE, MISSISSIPPI

ORDINANCE NO.

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

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

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

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

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

Section 2. Grant of authority.

- A. Grant of Nonexclusive Authority. The City grants to Company the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, all Facilities necessary or desirable for the construction, maintenance, and operation of the Cable System. This Franchise shall be nonexclusive, and the City may grant franchises to other Persons. Company may use the Cable System to deliver non-Cable Services as permitted by applicable law.
- B. State Franchise. If the State of Mississippi adopts a state-issued cable franchise, Company may replace this Franchise with a state franchise as provided under the authorizing statute.
- (c) Rules of Company. Company may promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Company to exercise its rights and perform its obligation under this Ordinance.

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

Section 4. Conditions of street occupancy.

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

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

Company's Facilities.

Section 5. Cable System operations and safety.

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

Section 6. System Construction and Description.

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

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

Section 8. Customer Service and Rates.

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

Section 9. Franchise Fee. Beginning in the first full month after the Effective Date, Company shall pay to the City an annual Franchise Fee in an amount equal to 5% of all Gross Revenues derived from the provision of services within the City. If Company offers voice, video, and data services for a bulk fee, City shall receive a 5% franchise fee on the amount of the bulk fee attributable to video services. Franchise Fee payments to the City shall be computed at the end of each calendar quarter and shall be due and payable within sixty (60) days after the end of each calendar quarter. Following reasonable prior notice, the City may inspect Company's books, records, and reports to verify franchise fee calculations and payments.

Section 10. Insurance and Indemnification.

- (a) Insurance. Company shall maintain a comprehensive general liability insurance policy with at least the following minimum coverage limits:
 - (i) \$1,000,000.00 for personal injury or death;
 - (ii) \$1,000,000.00 for property damage;
 - (iii) \$1,000,000.00 automobile insurance/combined bodily injury and property damage; and
 - (iv) \$1,000,000.00 completed operations.

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

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

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

ownership or control with Company.

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

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

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

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

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

period, Company shall operate the Cable System in accordance with this Ordinance. At the expiration of the six-month period, Company has the right to remove its Facilities within a commercially reasonable time at its sole costs and expense.

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

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

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

To City:
Starkville City Clerk 110 West Main Street Starkville, MS 39759

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

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

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

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

Section 18. Miscellaneous.

- (a) Severability. If any provision of this Ordinance is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance. The invalidity of any portions of this Ordinance shall not abate, reduce, or otherwise affect any consideration or other obligation required by Company under the remaining provisions of this Ordinance.
- (b) Complete Agreement. All franchise agreements, or parts of franchise agreements, between the parties in conflict with this Ordinance are repealed as of the effective date of this Ordinance.
- (c) Force Majeure. Company shall not be held in default under, or in noncompliance with, the provisions of this Ordinance, nor suffer any enforcement or penalty relating to noncompliance or default, upon the occurrence of a Force Majeure event. These Force Majeure events include, but are not limited to, hurricanes and tornados or other abnormal weather conditions, including preparations therefor, causing or threatening to cause widespread and severe damage to property, particularly utility plant property, acts of God and labor strikes or work stoppages. This provision includes work delays caused by waiting for utility providers to service or monitor utility poles to which the Company's Cable System is attached. Furthermore, the parties hereby agree that it is not the City's intention to subject the Company to penalties, fines, forfeitures or revocation of the Franchise for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers.
- (d) EAS. Company shall provide EAS notice in compliance with all federal and state requirements.
- (e) Entire Agreement. This Agreement constitutes the entire agreement between the Company and the City except for the Pole Attachment Agreement referenced herein. Amendments to this Agreement shall be mutually agreed to in writing by the parties, unless otherwise expressly provided herein.
- (f) Governing Law & Venue. This Agreement and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Mississippi without regard to principles of conflicts of law. The Oktibbeha County Circuit Court or the United States District Court for the Northern District of Mississippi, Aberdeen Division, shall be the venue of any dispute related to this Agreement, depending upon the nature of the claim and specific parties involved.

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

within 30 days after such failure.

ATTEST:

STARKVILLE, MISSISSIPPI

By:
Title:

Name:

By:
Title:

Name:

Passed and adopted this 17th day of October , 2017.

10. 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.

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

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into the 17th day of October, 2017 (the “Effective Date”), by and between the **CITY OF STARKVILLE, MISSISSIPPI**, a municipal corporation organized and existing under the laws of the State of Mississippi (hereinafter called “Licensor”), and **BCI MISSISSIPPI BROADBAND, LLC d/b/a MAXXSOUTH BROADBAND**, an Ohio limited liability company (“Licensee”). Licensor and Licensee are sometimes collectively referred to herein as the “Parties” and individually as a “Party.”

WITNESSETH:

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

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

“Pole contact” is defined as any Attachment of Licensee’s on the poles of Licensor. “Route” means the specific route(s) upon which Licensee’s Attachments will be located, and as further depicted in the Plans.

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

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

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

2. SPECIFICATIONS

- a. Licensor hereby grants to Licensee a royalty-free, non-exclusive license to install, construct, monitor, repair, maintain, and operate Attachments on the Structures located along the Route, as further described herein. Licensor shall have the right to grant, by contract or otherwise, to others not parties to this Agreement, rights or privileges to use any of the Structures covered by this Agreement, and Licensor shall have the right to continue and extend any such rights or privileges heretofore granted.
- b. The Structures covered by this Agreement shall be placed and maintained in accordance with the most stringent requirements, specifications, rules, and regulations of the latest edition of the NEC, NESC, the Occupational Safety and Health Act (“OSHA”), the Tennessee Valley Authority (“TVA”) (to the extent TVA has legal authority to impose such requirements of

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

- C. Provided any such change is in compliance with applicable law, Licensor may amend Exhibit A by providing ninety (90) days written notice to Licensee of any such changes.
- D. No tag, brand, or other device showing Licensee's name or insignia shall be placed on, or attached to, any Structure of Licensor, except such tag or insignia which shows Licensee to be the Licensee or lessee of such Structure and not the owner thereof, and then only after obtaining the written consent of Licensor.
- E. The strength of Structures covered by this Agreement shall be sufficient to withstand the transverse and vertical loads imposed upon them under the storm loadings of the NESC assumed for the area in which they are located.
- F. Any unbalanced loading of Licensor's Structures caused by the placement of Licensee's Attachments shall be properly guyed and anchored by Licensee, at no expense to Licensor.
- G. Notwithstanding the foregoing, any changes in Attachment Specifications shall only apply prospectively to new Attachments and shall not apply to existing Attachments to the extent such Attachments were made consistent with the specifications in effect at the time of installation, unless otherwise required by law; provided, however, that if Licensee's future Attachment causes any bowing of a pole, Licensee must correct the Attachment within thirty (30) days of notification or pay Licensor its cost to replace the structure to address the bowing. Further, Licensee shall not be allowed to attach to Licensor's anchor without the written permission of Licensor.

3. ESTABLISHING JOINT USE OF POLES

- A. Before the Licensee shall make use of any of the Licensor's Structures under this Agreement, it shall request permission in writing on the application form attached and identified as Exhibit "B" *APPLICATION AND PERMIT FOR USE OF STRUCTURES* (the "Application"), and shall comply with the procedures set forth in this section.
- B. Within thirty (30) days after the receipt of such application, Licensor shall notify Licensee in writing whether the Application is approved or rejected. If rejected the Licensor shall specify the reasons therefor and include all relevant information supporting its denial, and shall explain how such evidence and information relate to the denial of access for reasons of lack of capacity, safety, reliability, or engineering standards as specified by the rules of the Federal Communications Commission ("FCC").
- C. After the receipt of notice from Licensor regarding the approved Application, Licensee shall furnish Licensor detailed construction plans and drawings for each pole line, together with necessary maps, indicating specifically the Structures of Licensor to be used jointly, the number and character of the Attachments to be placed on such Structures, any rearrangement of Licensor's fixtures and equipment necessary for joint use, any relocations or replacements of existing Structures, and any additional Structures which may be required. Licensor shall, on the basis of such detailed construction plans and drawings, submit to Licensee within thirty (30) days of receipt a cost estimate (based on Licensor's method of computing its Actual Costs) for all changes which may be required in each such pole line. Upon written notice by Licensee to Licensor of approval of the cost estimate and payment of said cost estimate to Licensor, Licensor

shall proceed with the necessary changes in the pole line covered by the referenced cost estimate. Upon completion of the necessary changes, Licensor will reimburse Licensee for any amounts in excess of the Actual Costs or provide a detailed invoice to Licensee for any additional amounts owed by Licensee in excess of the cost estimate which was previously paid by Licensee. Upon completion of all necessary changes, Licensee shall have the right to use the Structures jointly and to make Attachments in accordance with the terms of the Application and of this Agreement. Licensee shall, at its own expense, make Attachments in such manner as not to interfere with the service of Licensor, and shall place guys and anchors to substation any unbalanced loads caused by its Attachments.

- D.** Upon completion of all changes in each pole line to be used jointly, Licensee shall pay to Licensor the Actual Cost of making such changes. The obligations of Licensee shall not be limited to amounts shown on estimates made by Licensor. Costs include, but are not limited to, materials, labor, engineering, supervision, overheads, and tree trimming. Engineering includes design, proper conductor spacing and bonding, and calculations to determine proper ground clearances and pole and down guy strength requirements for horizontal and transverse loading. An itemized statement of the Actual Cost of all such changes shall be submitted by Licensor to Licensee, in a form mutually agreed upon.
- E.** All Structures jointly used under this Agreement shall remain the property of Licensor, and any payments made by Licensee for changes in Structures under this Agreement shall not entitle Licensee to ownership of any of said Structures. Licensee shall acquire no right, title or interest in or to the Structures.
- F.** Licensee will retain ownership of its Attachments to be installed along the Route, and Licensor shall acquire no right, title or interest in or to the Attachments.
- G.** Licensor will provide nondiscriminatory access to any of Licensor's Structures. Notwithstanding the foregoing obligation, Licensor may deny Licensee access to Licensor's Structures on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes as permitted by the rules of the FCC.

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

- a.** Each Party shall at all times comply with all laws, ordinances, and regulations which in any manner affect the rights and obligations of the Parties under this Agreement.
- b.** Licensor does not warrant or assure to Licensee any right-of-way privilege or easements; and if Licensee shall at any time be prevented from placing or maintaining its Attachments on Licensor's Structures for those reasons, no liability shall attach to Licensor. Each Party shall be responsible for obtaining its own easements and right-of way.

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

- Licensor shall, at its own expense, inspect and maintain the Structures in accordance with industry practices and the specifications mentioned in Section 2, and shall replace, reinforce, or repair such Structures as are determined to be defective.
- Whenever right-of-way considerations or public regulations make relocation of a Structure necessary, such relocation shall be made by Licensor at its own expense, except each Party shall

bear the cost of transferring its own attachments.

- Whenever it is necessary to replace or relocate a Structure, Licensor shall give written notice of such relocation to a specified Licensee contact pertaining to the Structure modified or changed. Licensee will have sixty (60) days from receipt of the written notice to make appropriate changes or transfer Attachments to the Structure. If transfers are not made within sixty (60) days of receipt of the notice, then a charge of fifty dollars (\$50.00) per day will be assessed to Licensee until the necessary transfers are made, unless Licensee's delay is caused by another attacher or is otherwise beyond its control as notified in writing by Licensee to Licensor and agreed to in writing by Licensor. Licensor will not be liable for any damages incurred during the period taken for Licensee to make appropriate transfers.
- Except as otherwise provided in (c) of this Section, each Party shall at all times maintain all of its attachments in accordance with the specifications mentioned in Section 2 and shall keep them in thorough repair. All necessary right-of-way maintenance, including tree trimming or cutting, shall be performed by the Parties as may be mutually agreed upon and only with written authorization from Licensor.
- Licensee expressly assumes responsibility for determining the condition of all poles to be climbed by its employees, contractors, or employees of contractors. Licensor disclaims any warranty or representation regarding the condition and safety of the poles of Licensor. Licensor agrees that, upon written notification from Licensee, it will replace any pole that has become unserviceable, which will be determined at the sole discretion of Licensor.

6. RECOVERY, REARRANGING OR RELOCATION OF FACILITIES

- Should Licensor need, for its own service requirements or for changes it is required to make as a result of any governmental mandate, the space occupied by Licensee's Attachments on any of Licensor's Structures, then Licensor will notify Licensee in writing at least sixty (60) days in advance of the proposed removal date. Licensee shall remove its Attachments at its expense prior to the proposed removal date. Licensee shall be entitled to reimbursement of its Actual Costs of removal paid to Licensor by any governmental entity. To the extent sufficient space can be established for Licensee's attachments through make-ready, including pole replacement, Licensee may opt to pay for such make-ready or pole replacement.
- In any case where facilities of Licensor or third parties are required to be rearranged on the Structures to accommodate the Attachments of Licensee, Licensee shall reimburse Licensor and any third party for their Actual Costs incurred to rearrange their facilities.
- Whenever it is necessary to replace or change the location of a Joint Use Pole, over which Licensee has no control, Licensor shall, before making such change, give at least thirty day prior written notice to Licensee, specifying in such notice the time of such proposed change, and Licensee shall promptly begin to transfer or remove its Attachments. Licensee shall thereafter be permitted to place its Attachments on the relocated or replaced Joint Use Pole.
- In the event of any changes contemplated under Sections 6(a), (b), or (c), Licensee shall pay the entire Actual Cost of any removal, transfer or installation of its Attachments.
- Licensee may at any time remove its Attachments from any Structure(s) of Licensor, but shall

immediately give Licensor written notice of such removal. No refund of any rental will be due on account of such removals.

7. INDEMNIFICATION AND INSURANCE

(a) Licensee shall defend, indemnify, protect, and save harmless and insure Licensor from and against any and all claims and demands for damages, of any type, to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement, removal or attachment of Licensee's Attachments to Licensor's Structures or by the proximity of Licensee's Attachments to the facilities of Licensor, or any act of Licensee, its agents and/or employees on, or in the vicinity of, Licensor's Structures except to the extent caused by Licensor's negligent or willful misconduct. This duty to indemnify shall survive the termination of this Agreement. And in the event Licensee defends, indemnifies, protects, and saves harmless Licensor pursuant to this provision, Licensee reserves the right to direct the litigation and to settle the claim without seeking the consent of Licensor.

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

Type of Insurance Limit

General Liability (including General Aggregate contractual liability) written Prod./Comp. Op. Agg. on an occurrence basis Personal & Adv. Injury: \$1,000,000/Occurrence and \$2,000,000/Aggregate

Automobile Liability, including Combined Single Limit any auto, hired auto and non-owned autos: \$1,000,000/Occurrence and \$2,000,000/Aggregate

Excess Liability, Umbrella Form: \$2,000,000/Aggregate/Occurrence

Workers' Compensation Each Accident: \$500,000

8. ABANDONMENT OF JOINT USE POLES

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

9. RENTALS, CHARGES AND RATES

- (a) In consideration of the license described in Section 2 above and the other covenants, terms and conditions contained in this Agreement, Licensee agrees to pay an annual fee to Licensor for each Structure utilized by Licensee along the Route as described in Section 19 herein. On or about December 31 of each year, the Parties, acting in cooperation, shall

tabulate the total number of Structures to which Attachments of Licensor are attached as of the preceding day. This tabulation shall indicate the number of Structures on which rentals are to be paid. The rentals shall be computed on the basis of Fourteen Dollars (\$14.00) in 2018 for each Structure, Twenty-One Dollars (\$21.00) in 2019 for each Structure, and Twenty-Seven Dollars (\$27.00) in 2020 for each Structure, and will increase at a rate of Three Percent (3%) each year thereafter.

- (b) The yearly rental period covered by this Agreement shall be the twelve month period between January 1 and December 31. Licensor shall invoice Licensee for rent on an annual basis on or about February 1 of each year during the Term. Rent is due and payable within thirty (30) days of receipt of invoice. The annual rental fee per Structure shall apply to any Attachments made or removed during the year. The annual rental fee for the first year of the Term of this Agreement shall be prorated based on day Licensee's construction plans are approved by Licensor.
- (c) In the event that Licensee requires a source of electrical energy for power supply to a cable system or otherwise which constitutes a part of the licensed Attachments and apparatus, such energy will be supplied by Licensor in accordance with the provisions of its standard service extension policies and approved rates and tariffs.
- (d) All other amounts payable under this Agreement, such as for erection, rearrangement, relocation or abandonment, shall be due to payable within thirty (30) days of receipt of an invoice from Licensor by Licensee.
- (e) No refund of any Attachment rental fee will be paid on account of any voluntary termination or surrender of an Attachment by Licensee. If Licensor terminates an Attachment for any reason other than Licensee's uncured default, then Licensor shall refund to Licensee a pro-rata portion of the annual rental fee paid as of the date of termination of the Attachment.

10. DEFAULTS

- (a) If Licensee shall fail to comply with any of the provisions of this Agreement or should default in any of its obligations under this Agreement, and shall fail within thirty (30) days after receipt of written notice from Licensor to correct such noncompliance or default caused by Licensee, Licensor may, at its option, and without further notice, declare this Agreement to be terminated in its entirety, or may terminate the permit covering the Structures to which such default or noncompliance shall have occurred. In case of such termination, no refund of accrued rental shall be made.
- (b) If Licensee shall default in the performance of any work which it is obligated to do under this Agreement, Licensor may elect to do such work, and Licensee shall reimburse Licensor for its Actual Costs.
- (c) If Licensor shall fail to comply with any provisions of this Agreement and shall fail to correct such noncompliance within thirty (30) days of receipt of written notice from Licensee, then Licensee may (i) terminate this Agreement and receive a refund of all prepaid rental fees paid, and/or (ii) pursue any and all remedies it may have at law or in equity.

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

11. UNAUTHORIZED ATTACHMENT

- (a) If any of Licensee's Attachments for which no license has been issued shall be found attached to Licensors' Structures, Licensors may, without prejudice to its other rights or remedies under this Agreement, including termination, require Licensee to submit, within thirty (30) days after the date of receipt of written or oral notification from Licensors of the unauthorized Attachment, a pole attachment license application. If such application is not received by Licensors within the specified time period, Licensee shall immediately remove its unauthorized Attachment, or Licensors may remove such Licensee facilities without liability, and the expense of such removal shall be borne by Licensee.
- (b) No act or failure to act by Licensors with regard to said unauthorized Attachment shall be deemed as ratification or the licensing of the unauthorized Attachment. If any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by Licensors of any of its rights or privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations, and responsibilities of this Agreement from its inception in regard to said unauthorized Attachment.

12. RIGHTS OF OTHER PARTIES

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

13. TERM OF AGREEMENT

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

14. WAIVER OF TERMS OR CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but

such conditions and terms shall be and remain at all times in full force and effect.

15. SUPPLEMENTAL AGREEMENTS

- (a) This Agreement may be amended or supplemented at any time upon written agreement by the Parties hereto. Should an amendment or supplement become necessary, the Party desiring such amendment or supplement shall give thirty (30) days written notice to the other Party setting out in detail the changes or additions desired.
- (b) In the event that Licensee desires to add or reduce the number of pole Attachments, Section 15 (a) shall not apply, but in each case a sketch, map, or other mutually acceptable notice shall be submitted to Licensors, setting out in detail the pole numbers and exact locations of the Structures, and the quantity of Structures involved in the addition or subtraction.

16. PAYMENT OF TAXES

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

17. INTEREST AND PAYMENTS

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

18. NOTICES

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

- (a) If notice is to Licensors,

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

With a copy to:

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

- (b) If notice is to Licensee,

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

With copy to:

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

19. SUPPLYING INFORMATION

- (a) Within one hundred twenty (120) days after the completion of the installation of its Attachments, Licensee shall furnish to Licensor a map showing the precise location of each Attachment of Licensee which is actually installed on Structures of Licensor. Such revised sketch or map shall be verified by Licensor and shall be the basis for determining the number of Attachments made initially.
- (b) Licensee shall promptly report to Licensor any changes made in the number of Structures of Licensor contacted by Licensee.
- (c) Upon request of Licensor or Licensee, but not sooner than six (6) years after the execution of this Agreement, and every six (6) years thereafter, or as may be mutually agreed upon, the Parties shall make a joint field check to verify the accuracy of contact records. If, as a result of any such joint field check, it is found that Licensee is occupying any Structures of Licensor without having advised Licensor as provided in Section 19(b), Licensee shall pay to Licensor the rental for such Structures from the date that Licensee's Attachments were installed on such Structures, or if dates of installation cannot be determined to the satisfaction of both Parties, the installations shall be presumed to have occurred at the same rate as those reported throughout the entire period since the last field check was made.

20. CONSTRUCTION OF AGREEMENT

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

21. PRIOR AGREEMENTS SUPERSEDED

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

22. ASSIGNMENT OF AGREEMENT

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

23. COUNTERPARTS

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

[Signature page follows]

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

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

ATTEST:

By:

Title:

CITY OF STARKVILLE, MISSISSIPPI, LICENSOR

ATTEST:

By:

Title:

**EXHIBIT "A"
RULES AND PRACTICES FOR ATTACHMENTS**

1. All facilities attached to Licensor's Structures shall be installed in a manner to ensure compliance with the requirements of the NESC in effect at the time of installation.
2. The location of all cables or power supplies on Licensor's Structures shall be approved in writing by Licensor. No Attachments shall be made without prior approval of Licensor.
3. All television cables and power supplies shall be located on the same side of each Structure as any existing telephone cable, or as designated by Licensor.
4. On Joint Use Poles where Licensor has secondary conductors, all cables and power supplies shall be located on the side of the Structure opposite the secondary conductors, or as designated by Licensor.
5. Licensee's service connections or drops to its customers shall be installed and maintained so as to provide at least a forty (40) inch square climbing space directly over and corresponding to the climbing space provided for and through any telephone service connections or drops.
6. Licensee shall cause all cabinets and enclosures to be grounded by bonding to the existing Structure ground with #6 solid, bare, soft drawn copper wires.
7. No power supply shall be installed on any of Licensor's Structures on which are already installed

transformers, underground electric services, capacitor banks, or sectionalizing equipment.

8. No bolt used by Licensee to attach its facilities shall extend or project more than one (1) inch beyond its nut.
9. All Attachments of Licensee shall have at least two (2) inches clearance from unbonded hardware.
10. All cables shall have at least forty (40) inches clearance under the effectively grounded parts of transformers, transformer platforms, capacitor banks and sectionalizing equipment and at least forty (40) inches clearance under the current carrying parts of such equipment (energized at 8700 volts or less). Clearances not specified in this rule shall be determined by reference to the NESC.
11. No service connection shall be made or installed by Licensor until after Licensee shall have completed installation of an approved fused service disconnect switch or circuit breaker.
12. Licensee may, with the prior written approval of Licensor, install crossarms, alley arms, or cable extension arms for the support of any of its Attachments. However, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
13. Licensee shall install and maintain any and all of its Attachments in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the jointly used Structure, and all subject to the approval of Licensor, provided that Licensee shall be solely responsible for compliance with the specifications referred to in Section 5 of this Agreement.
14. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to Jointly Used Poles by the use of "thru" bolts. Such bolts placed in a "bucking" position shall have at least three inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys or messenger dead ends by means of encircling jointly used poles with such attachments. All guys and anchors shall be installed prior to installation of any messenger wire or cables.
15. In the event that any of Licensee's proposed Attachments are to be installed upon Structures already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in these Rules and practices, Licensee shall negotiate with such other parties, as to clearances between its facilities and the spans of Licensee and such other parties.
16. In the event Licensee desires to request a change in the number of pole contacts, it shall do so by submitting to Licensor the standard form suitable for the purpose.
17. Licensee shall provide a written statement, signed by a Professional Engineer, or substantial equivalent approved by Licensor, representing Licensee, which states that Licensee's facilities, including protection devices, as installed are fully in compliance with the applicable rules of the NESC, other codes and requirements, and good engineering design. This inspection shall be made within thirty (30) days after installation has been completed. Failure to comply will result in termination of this Agreement as outlined in Section 10.

EXHIBIT "B"

APPLICATION AND PERMIT FOR USE OF STRUCTURES

Application No. _____ Date _____

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

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

Licensee _____

By: _____ Title: _____

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

CITY OF STARKVILLE, MISSISSIPPI

By: _____ Title: _____

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

By: _____ Title: _____

Certification to be completed

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

Registration Number (State)_____ Engineer's Signature_____

11. CONSIDERATION OF ESTABLISHING SET HOURS FOR TRICK OR TREATING OF 5:30 PM TO 8:00 PM ON TUESDAY, OCTOBER 31, 2017.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of establishing the hours of 5:30 p.m. to 8:00 p.m. on Tuesday, October 31, 2017 as hours for Trick or Treating” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVAL TO ACCEPT THE MDOT MATCHING GRANT FOR THE AIP PROJECT NO. 3-28-0068-022-2017 FOR INSTALLATIONS OF AIRFIELD GUIDANCE SIGNS AND PERIMETER FENCING: REMOVE OBSTRUCTIONS ON GEORGE M. BRYAN FIELD IN THE AMOUNT OF \$13,514.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “acceptance of the MDOT matching grant for the AIP Project No. 3-28-0068-022-2017 for installations of airfield guidance signs and perimeter fencing: remove obstructions on George M. Bryan Field in the amount of \$13,514.00” is enumerated, this consent item is thereby approved.

Melinda L. McGrath
Executive Director

*P. O. Box 1850
Jackson, MS 39215-1850 Telephone (601) 359-7001
FAX (601) 359-7110
GoMDOT.com*

James A. Williams, III
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning



September 27, 2017

Mr. Rodney Lincoln
Starkville/Oktibbeha County Airport Board
P.O. Box 1424 Starkville, MS 39759

Re: MOOT Matching Grant George M. Bryan Field

AERONAUTICS DIVISION

(601) 359-7850 Fax: (601) 359-7855

Dear Mr.Lincoln

Enclosed are three copies of an Airport Agreement to provide \$13,514, which is one-half of the local share of the referenced project cost (5% of the total cost). If there are any cost overruns on the project you will be responsible for funding the 10% local share of the additional cost.

There is a state requirement that all recipients of state funds be enrolled in E-Verify Program. This is not your Tax ID number or your CCR number. If you have not already enrolled to get your EV number, please go to www.uscis.gov and follow the links.

If you find the offer satisfactory, please complete Part II Acceptance and the E-Verify Certification in Attachment C, and return all unfolded original executed agreements by **November 8, 2017** to the following mailing address:

MOOT - Aeronautics
P.O. Box 1850
Jackson, MS 39215-1850

Upon receipt, the Executive Director will execute the grant and an original will be mailed back to you. If you have any questions, please call me at (601) 359-7850 or email at tbooth@mdot.ms.gov.

Sincerely,

Thomas M.Booth,Jr.,
P.E. Director of
Aronautics

A handwritten signature in blue ink, appearing to read "tomm", is located below the typed name of Thomas M. Booth, Jr.

**MISSISSIPPI TRANSPORTATION COMMISSION
AIRPORT FEDERAL MATCHING GRANT AGREEMENT
Project No. AIP-3-28-0068-022-2017
George M. Bryan Field**

PART I - OFFER

TO: City of Starkville, Mississippi
(hereinafter referred to as the RECIPIENT)

FROM: The Mississippi Transportation Commission
(hereinafter referred to as the COMMISSION)

WHEREAS, Title 61 of the Mississippi Code of 1972, as amended, authorizes the COMMISSION, subject to the limitations and conditions stated therein, to render financial aid in the acquisition, development, operation or maintenance of airports and to aid in the establishment, development, and maintenance of the civil air patrol program; and,

WHEREAS, The RECIPIENT submitted an Application for Federal Assistance (hereinafter referred to as Application) to the Federal Aviation Administration (hereinafter referred to as FAA) for federal financial assistance for development of the George M. Bryan Field (hereinafter referred to as Airport), and the FAA subsequently issued a Grant Offer of federal funds, dated August 4, 2017 for Airport Improvement Project No. 3-28-0068-022-2017 (hereinafter referred to as Project) consisting of the following:

**Install airfield guidance signs and perimeter fencing;
remove obstructions**

all as more particularly described in the plans and specifications for the Project which were approved by the FAA; and,

WHEREAS, the Application included a request to the COMMISSION for financial assistance in payment of the RECIPIENT'S ten percent (10%) share of the Project costs;

NOW, THEREFORE, The COMMISSION hereby offers and agrees to pay as the COMMISSION'S share, **\$13,514**, of the eligible costs incurred in accomplishing the Project, subject to the following terms and conditions:

1. The maximum obligation of the COMMISSION payable under this offer shall be fifty percent (50%) of the RECIPIENT'S share of the final eligible Project costs.
2. The RECIPIENT shall:
 - a. expend an amount equal to, or greater than, five percent (5%) of the final Project costs.
 - b. carry out and complete the project by December 30, 2021, and in accordance with the approved plans and specifications or contracts for the project,

incorporated herein by reference, and any revisions or modifications approved by the COMMISSION.

3. The RECIPIENT is obligated to pay the full 10% recipient share of any FAA Grant Amendments to increase the FAA funding participation in the Project.
4. Project payments pursuant to this Grant will be made for eligible costs documented by invoices for the work or services incurred in accomplishing the project within the period set forth in 2(b) above. Final payment will be made after final review and approval of the completed Project by the FAA and the COMMISSION and after all conditions relating to the Project have been satisfied.
5. The COMMISSION reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the RECIPIENT.
6. The RECIPIENT shall establish and maintain financial records of the Project in accordance with applicable State audit requirements and will make them available to personnel of the COMMISSION upon request.
7. All terms, conditions, and assurances contained in the FAA Grant Agreement for the project are incorporated herein by reference.
8. The RECIPIENT shall carry out and complete (physical and financial) the project without undue delays and in accordance with the terms herein.
9. The RECIPIENT will comply with the E-Verify Program described in the attached Supplemental Condition and by executing the form in Attachment C.

The RECIPIENT'S acceptance of this Offer shall be evidenced by execution of this instrument by the RECIPIENT and said offer and acceptance shall comprise an Airport Development Agreement, as provided by the COMMISSION constituting the obligations and rights of the COMMISSION and the RECIPIENT with respect to the accomplishment of the Project. Such Airport Development Agreement shall become effective upon the RECIPIENT'S acceptance of this Offer.

The COMMISSION executes all its orders and directives through the personnel of the MISSISSIPPI DEPARTMENT OF TRANSPORTATION. All notices and correspondence with or to the COMMISSION pursuant to the Project identified in this Agreement shall be directed to the Director, Aeronautics Division, Mississippi Department of Transportation.

This Agreement shall be governed by and construed under the laws of the State of Mississippi. Any term or provision or portion thereof which violates the laws of the State of Mississippi, shall be null and void.

Witness this my signature in execution hereof this the ____ day of _____, 2017.

MISSISSIPPI TRANSPORTATION COMMISSION, BY
AND THROUGH THE DULY AUTHORIZED EXECUTIVE
DIRECTOR OF THE MISSISSIPPI DEPARTMENT OF
TRANSPORTATION

Melinda L. McGrath, PE

PART II - ACCEPTANCE

The **City of Starkville, Mississippi** does hereby accept said Offer and all terms and conditions contained therein.

Witness this my signature in execution hereof this the 17th day of October, 2017.

Attest:

Lisa Hardin
City Clerk/CFO
(Title)

By:

City of Starkville, Mississippi
[Signature]
Mayor
(Title)

SUPPLEMENTAL CONDITIONS

Immigrant Status Certification/ E-Verify

The RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, **Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008)**, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The RECIPIENT agrees to maintain records of such compliance and, upon request of the State **and approval of the Social Security Administration or Department of Homeland Security, where required**, to provide a copy of each such verification to the State. The RECIPIENT further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The RECIPIENT understands and agrees that any breach of these warranties may subject the RECIPIENT to the following: (a) termination of this GRANT and ineligibility for any State or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to the RECIPIENT by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, the RECIPIENT would also be liable for any additional costs incurred by the State due to GRANT cancellation or loss of license or permit. **The RECIPIENT is required to provide the certification on Attachment "C" to this GRANT to the COMMISSION verifying that the RECIPIENT and SUB-RECIPIENTS (Contractors, Subcontractors, Consultants), if any, are registered and participating in E-Verify prior to execution of this GRANT.**

It is agreed by the parties that no person employed by the RECIPIENT pursuant to the provisions hereof will be considered an agent or employee of the COMMISSION or the Mississippi Department of Transportation.

It is further agreed by the parties that no provision of this GRANT is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

ATTACHMENT C

RECIPIENT EEV CERTIFICATION AND AGREEMENT

George M. Bryan Field

By executing this Certification and Agreement, the undersigned verifies its compliance with the "Mississippi Employment Protection Act," Section 71-11-1 et seq. Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm or corporation which is contracting with MTC has registered with and is participating in a Federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub. L. 99-603, 100, Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any sub-consultant(s) and/or subcontractor(s) in connection with the performance of this GRANT, the undersigned will secure from such sub-consultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this GRANT.

403525

EV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the GRANT, ineligibility for any State or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the GRANT cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____

Authorized Officer or Agent

10-17-17
Date

D. Lynn Spruill
Printed Name of Authorized Officer or Agent of
the RECIPIENT

Mayer
Title of Authorized Officer or Agent of
the RECIPIENT

SWORN TO AND SUBSCRIBED before me on this the 17th day of October, 2017.



Lesa Davis Hardin
NOTARY PUBLIC
My Commission Expires: 8-8-2021

* As of the effective date of the Mississippi Employment Protection Act, the applicable Federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

13. CONSIDERATION OF A STREET AND SIDEWALK CLOSING/IN-KIND SERVICES REQUEST BY LIVING LIFE IN PINK FOR THE 2017 BREAST CANCER WALK TO BE HELD ON SUNDAY, OCTOBER 29, 2017 FROM 12:30 PM TO 2:00 PM.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a street and sidewalk closing/in-kind services request by Living Life in Pink for the 2017 Breast Cancer Walk to be held on Sunday, October 29, 2017 from 12:30 PM to 2:00 PM” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF TRAVEL AND TRAINING FOR BUDDY SANDERS TO ATTEND THE LAST CLASS OF THE REQUIRED FOUR CORE CLASSES BY THE INTERNATIONAL ECONOMIC DEVELOPMENT COUNCIL FOR CERTIFICATION WITH COSTS NOT TO EXCEED \$1,100.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of travel and training for Buddy Sanders to attend the last class of the required four core classes by the International Economic Development Council for certification in Atlanta, November 2 and 3, with costs not to exceed \$1,100” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval as of September 30, 2017 for Fiscal Year ending 9/30/17 and the City of Starkville claims docket as of October 9, 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” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 105,866.48
Airport Fund	015	514.77
Sanitation	022	20,523.36
Landfill	023	469.52
Police Building Renovations	135	628.52
Park and Recreation	375	585.56
Sub Total Before Utilities		\$ 128,588.21
Utilities Dept.	SED	0
Total Claims FY 2017	Total	\$ 128,588.21

General Fund	001	\$ 585,373.34
Airport Fund	015	3,214.99
Sanitation	022	41,100.12
Landfill	023	631.19
Computer Assessments	107	1,004.09
Park and Recreation	375	10,970.19
Sub Total Before Utilities		\$ 642,293.32
Utilities Dept.	SED	\$ 199,436.81
Total Claims FY 2018	Total	\$ 841,730.13

16. CONSIDERATION OF ACCEPTANCE OF PRELIMINARY SEPTEMBER 2017 FINANCIAL STATEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “acceptance of preliminary September 2017 financial statement” is enumerated, this consent item is thereby approved.

17. CONSIDERATION OF ACCEPTANCE OF THE SOURCE OF SUPPLY BIDS RECEIVED FOR STARKVILLE UTILITIES, SANITATION AND STREET DEPARTMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the source of supply bids received for Starkville Utilities, Sanitation and Street Departments” is enumerated, this consent item is thereby approved.

WEIGHTED AVERAGE PRICE

Product Group Bids	Central Pine	Consolidated Pine	Core & Main	G&C Supply	Southern Pipe & Supply
Meter Service Fittings	\$44.01	\$45.77	-	\$47.98	\$46.89
Tapping Saddles	\$39.52	\$43.49	\$41.52	\$43.47	\$44.51
Tapping Sleeves	\$377.53	\$396.07	\$395.12	\$398.47	\$397.84
Brass Fittings	\$8.04	\$8.79	\$8.24	\$11.01	\$9.37
Gate Valves	\$412.42	\$428.37	\$494.75	\$440.85	\$437.14
Repair Clamps	\$47.74	\$49.67	\$50.34	\$51.64	\$49.21
Couplings-water	\$51.63	\$53.54	\$53.76	\$61.67	\$57.33
Couplings-sewer	\$43.70	\$52.04	\$37.00	\$50.51	\$35.69
CTS Tubing		-	-	\$379.95	-
Sewer Couplings Tees and Wyes	\$27.25				
Sewer Saddles	\$41.00	\$26.32	\$27.80	\$30.43	

Single Item Bids	Central Pine	Consolidated Pine	Core & Main	G&C Supply	Southern Pine
Fire Hydrant, 2 Way x 3.5 Ft. Bury	-	\$1,343.94	\$1,354.00	-	-
Fire Hydrant, 3 Way x 3.5 Ft. Bury	-	\$1,561.31	\$1,490.00	-	-
Concrete Meter Box, Small, Less Lid	-	-	\$21.00	re. '1	\$457.65
Concrete Meter Box, Large, Less Lid	-	-	\$45.00	5" < i 5'0	\$526.50
Meter Box Plastic - 10x15 plastic meter box -	\$10.50	\$13.50	\$11.17	\$680.40	\$14.13
Meter Box Plastic - plastic lid only	\$2.50	\$8.50	\$2.13	\$1,550.88	\$7.61

Tri-State Chlorination (sole bid)

Chemicals

Drinking Water Chemicals (priced per lb)

Potassium Permanganate (SOlb bag)**	\$ 3.91
Sodium Flouride (501b bag)*	\$ 1.00
Soda Ash (501b bag)	\$ 0.38
Chlorine Gas {1501b cylinder)	\$ 0.54 /lb
Chlorine Gas (2,0001b cylinder)	\$ 0.325 /lb

Corrosion Inhibitor

Carus Chemical Company (Aqua Mag)

Mersch Co (Aqua Gold 170)

Wastewater Chemicals

Chlorine Gas (2,0001b cylinder)	\$ 650.00
Sulfur Dioxide (1501b cylinder)	\$ 108.00

Root Treatment

6" (per LF)
8" (per LF)
10" (per LF)
12" (per LF)
15" (per LF)
18" (per LF)
21" (per LF)
24" (per LF)

18. CONSIDERATION OF PERMISSION TO ALLOW FIRE MARSHAL MARK MCCURDY TO ATTEND THE NATIONAL FIRE ACADEMY IN EMMITSBURG, MD FOR FIRE INVESTIGATION: ELECTRICAL SYSTEMS WITH THE CLASS BEING FROM 11/26/2017 TO 12/01/2017 WITH ADVANCED TRAVEL OF \$167.86.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval to allow Fire Marshal Mark McCurdy to attend the National Fire Academy in Emmitsburg, MD for Fire Investigation: Electrical Systems 11/26/2017 to 12/01/2017 with advanced travel of \$167.86” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR AN EXECUTIVE ADMINISTRATIVE ASSISTANT IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “authorization to advertise for a Executive Administrative Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION OF THE PROGRAM CONTRACT AGREEMENT FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the Program Contract Agreement for Starkville Parks and Recreation Department" is enumerated, this consent item is thereby approved.

CITY OF STARKVILLE Parks and Recreation Department

PROGRAM CONTRACTOR AGREEMENT

THIS AGREEMENT between the CITY OF STARKVILLE, hereinafter referred to as "CITY" AND hereinafter referred to as the "CONTRACTOR", establishes that said Contractor, performing in the capacity of an independent contractor and not as an agent or employee of the City, agrees to provide certain services for the Parks and Recreation Department consistent with the terms and policies outlined below.

VIII. TERMS OF AGREEMENT

This Agreement is in effect from to unless terminated sooner, as this agreement may be terminated by the Parks and Recreation Department for good cause. Good cause shall be based upon violation by the Contractor of the terms of this Agreement, or policies and procedures of the City or the Parks and Recreation Department. The Contractor may also terminate the Agreement if the City is in violation of the terms. Either party may terminate this Agreement without good cause and for any reason upon 30 days written notice.

IX. CONTRACTOR RESPONSIBILITIES

- The Contractor, as an independent contractor, is responsible for payment of federal withholding tax and social security contributions. Furthermore, the Contractor shall not be entitled to any fringe benefits normally provided City employees such as worker's compensation, insurance coverage, unemployment compensation, retirement, disability leave, and any leave with pay.
- If in the course of the duties, operations and services under this Agreement, in the event the Contractor or their agent, representative, employee or sub-contractor becomes aware or should become aware of any dangerous condition(s) in or on the premises or equipment, Contractor or their agent, representative, employee or sub-contractor shall immediately take appropriate action and cease activities, so as not to endanger persons or property.
- Contractor shall provide all necessary supplies and equipment required to provide agreed upon services and shall keep all equipment in safe and good working condition.
- If required Contractor, at Contractor's expense, shall procure and maintain all governmental licenses or permits required for the proper and lawful conduct of Contractor's business and activity carried on in the provided spaces. The Contractor shall make available, upon request, evidence satisfactory to City that all required licenses are in good standing. The Contractor shall be responsible for any fines resulting from its failure to comply with all licensing and permit requirements. The revocation of any license shall be deemed a material default and may result in the termination of this Agreement.

- X. The primary Contractor shall annually submit to a National Level 2 VECHS background check by the City at the City's expense. All individuals employed or sub-contracted by the Contractor shall be required to conduct, with results submitted to the City, a National Level 2 VECHS background check prior to starting work on City property, and re-conducted annually with the results submitted to the City. Cost of these background checks shall be borne by the Contractor. Contractor is required to have a written employment agreement in place with all instructors prior to teaching.
- XI. Unauthorized Aliens; Patriot's Act: Contractor certifies that Contractor is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, Specially Designated National or Blocked Person as defined by and pursuant to any law, order, rule or regulation. Contractor further certifies that it is not engaged in this Agreement directly or indirectly on behalf of any such person, group, entity or nation. Contractor hereby agrees to defend, indemnify and hold City harmless from and against any and all claims, damages or losses, including attorney's fees, arising from or related to a breach of the foregoing certification.
- XII. Contractor hereby agrees to maintain a good credit rating with all suppliers, manufacturers and others as well as to compensate all personnel under the Contractor's employment in a timely manner so as not to discredit the reputation of the program, the City of Starkville and the City's Parks and Recreation Department.
- XIII. The Contractor further agrees to conduct himself/herself in such a manner as to reflect good relations for the City of Starkville and the City's Parks and Recreation Department.
- XIV. Contractor and its employees will report in writing any and all felony or misdemeanor arrests, convictions, or notices to appear of Contractor and/or employees/subcontractors which occur after the date of hire within forty-eight (48) hours of the occurrence. The Contractor is required to provide any and all documentation related to the arrest to the Recreation Supervisor who will in turn provide the information to the Assistant Parks and Recreation Department Director and/or Parks and Recreation Department Director. The Department Director will determine what action, if any, will be taken.

J. CITY RESPONSIBILITIES

- a. The City shall collect and process all fees for services provided by the Contractor. Customers will be required to make payments prior the start of class. The City shall work in conjunction with Contractor regarding uncollected fees; however, the collection of uncollected fees will ultimately be the responsibility of the Contractor.
- b. The City of Starkville Parks and Recreation Department maintains ownership and sponsorship of program(s) at all times. All advertising/promotions shall be coordinated by the Parks and Recreation Department.
- c. The Parks and Recreation Department reserves the right to cancel or re-schedule classes, or terminate instructors. In the event of cancellation or termination, contractor will receive payment in proportion to those classes or activities completed.
- d. The quality of instruction, class size, fees, time and day of program must be acceptable to the Parks and Recreation Department and such determination shall be final.

K. COMPENSATION

The above stated Contractor shall receive _____ % *of the registration fee per participant*. Payments will be made at the end of the session. In the event the Contractor stated minimum number of registrants is not met, the City and Contractor reserve the ability to re-negotiate compensation.

L. INDEMNIFICATION AND RELEASE

Indemnification:

The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the services provided by the Contractor. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

Release:

The Contractor hereby waives, releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the services provided by the Contractor, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

XV. HARRASSMENT POLICY

The City prohibits any form of unlawful harassment, including harassment based on race/ethnicity, color, religion, sex, age, national origin, marital status, veteran status, sexual orientation, genetic information, political affiliation, disability which does not preclude the performance of the essential functions of the positions, with reasonable accommodation(s) provided as necessary, or any other form of unlawful discrimination in accordance with federal, state, or local law. Harassment is generally defined as conduct that creates an intimidating, hostile, or offensive environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities within the workplace. Examples of harassment, whether inadvertent, in jest, or otherwise, include but are not limited to the following:

- Verbal harassment, including abusive derogatory comments, demeaning jokes, or slurs;
- Physical harassment, including assault, physical interference with normal work or movement, etc.
- Visual harassment, including displays of derogatory or demeaning posters, cartoons, cards, graffiti, gestures, or drawings.

XVI. SEXUAL HARASSMENT POLICY

The City expressly prohibits any form of sexual harassment. Sexual harassment is generally defined as conduct that creates an intimidating, hostile or offensive work environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities within the workplace.

Sexual harassment is further defined as:

- making unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature, a condition of an employee's continued employment, or;
- making submission to or rejections of such conduct the basis for employment decisions affecting the employee: or,
- creating an intimidating, hostile, or offensive working environment by such conduct.

Examples of improper conduct, whether inadvertent, in jest, or otherwise, include but are not limited to the following:

- A. Verbal harassment, including abusive derogatory comments, demeaning jokes, slurs, sexual advances, obscene messages, etc.
- B. Physical harassment, including assault, physical interference with normal work or movement, etc.
- C. Visual harassment, including displays of derogatory or demeaning posters, cards, cartoons, graffiti, gestures, drawings or sexually suggestive pictures, etc.

XVII. WORKPLACE VIOLENCE

It is the policy of the City to expressly prohibit any acts or threats of violence by any City employee, former employee or contractual employee against any other employee in or about City facilities or elsewhere at any time. The City also will not condone any acts or threats of violence against City employees, customers, or visitors on City premises at any time or while they are engaged in business with or on behalf of the City, on or off City premises. .

XVIII. COMPLIANCE WITH LAWS

Contractor shall, at its expense, comply with all valid requirements of governmental authorities and all applicable present and future federal, state, and local laws, ordinance, rules, and regulations relating to the use of the provided spaces and/or requirements of providing program(s). Contractor will indemnify City against any penalty, damage or charge imposed for any violation by Contractor, its agents and employees, of such requirements.

The City will comply with all applicable laws, rules and regulations imposed upon it as the owner of the provided spaces.

This Agreement is contingent upon Contractor obtaining all certificates, licenses, permits, and other approvals that may be required by any federal, state, or local authority for the provision of the program(s). The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Contractor's responsibility.

PROGRAM CONTRACTOR AGREEMENT SIGNATURE PAGE

Contractor Signature

Date

Approved:

Approved:

Mayor

Date

City Attorney

Date

21. REQUEST APPROVAL OF THE NEW FACILITY RENTAL FORM FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the new Facility Rental Form for Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.

Starkville Parks and Recreation Facility Rental Form

EVENT INFORMATION

Date of Reservation: _____ Rental Group: _____

Time of Event: _____ am/pm to _____ am/pm Name of Event: _____

(Include set-up and break-down time in request)

Affiliation: ☐ Commercial ☐ Civic/Non-Profit ☐ Private ☐ City-Related ☐ SPARD Affiliated

Expected Number of Participants: _____ Will there be participants under the age of 18? ☐ Yes ☐ No

Description of Event: _____

Will there be food and/or beverages served? ☐ Yes ☐ No If yes, what kind? _____

Is this event a fundraiser or will there be a ticket or gate fee? ☐ Yes ☐ No If yes, how much? \$ _____

(Must be approved by Park Staff)

CONTACT INFORMATION

Contact Person: _____ Email: _____

Day Phone: (____) _____ Cell Phone: (____) _____ Fax: (____) _____

Address: _____
Street City State Zip

FACILITY SPACE REQUESTED (check all that apply) – Fees are on next page

☐ Entire Gym ☐ McKee Small Pavilion ☐ McKee Large Pavilion (near playground) ☐ Soccer Pavilion

☐ JL King Park Pavilion ☐ Needmore Center ☐ Moncrief Pavilion ☐ Moncrief Pool Party

Recreation Center:

- ☐ Basketball Court #1
- ☐ Basketball Court #2
- ☐ Racquetball Court #1
- ☐ Racquetball Court #2
- ☐ Stage
- ☐ Concession
- ☐ Activity Room (Rm# 103)
- ☐ Conference Room (Rm #101)
- ☐ Meeting Room #1 (Rm #202)
- ☐ Meeting Room #2 (Rm #209)

SETUP INFORMATION**Audio/Visual:**

- ☐ Projector
- ☐ Laptop
- ☐ TV/DVD Combo
- ☐ Sound System
- ☐ Podium with microphone

Deposit amount _____
Amount remaining _____
Receipt #'s _____
Check #'s _____

Please list any equipment needs (tables, chairs, etc.):

Please describe the requested setup (i.e.: U-shaped, theater style, classroom, etc):

Additional information and a meeting with SPARD representatives may be required before final confirmation is granted.

I have read and agree to comply with all Starkville Parks and Recreation Department policies and procedures in making this reservation. I agree to pay all deposits and fees associated with this reservation as discussed with SPARD representatives.

The Person or Group that is renting the facility is responsible for all Damages. The Person or Group that is renting the facility shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with renting the facility. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Person or Group renting the facility, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

The Person or Group renting the facility waives, releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the rental of the facility, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

Signature of Contact: _____ Date: _____

SPRD Employee: _____ Date: _____

RENTAL FEES

Deposits

Gymnasium	\$250 (whole gym)*
Needmore Center	\$300*
Pavilions	\$50*
Pool Parties at Moncrief Pool	\$50*

*SPARD reserves the right to increase the requested deposit as needed

Fees

Full Gymnasium Rental	\$200 per hour – deposit required Includes setup, use of sound (if requested), use of concession stand and SPARD staff member on-site.
½ Court Rental	\$25 per hour
Full Court Rental	\$50 per hour
Moncrief Park Pool Party	\$50 per hour
Activities Room	\$50 per hour
Travis Outlaw Center Meeting Rooms	\$25 per hour

Needmore Center Urban Renewal Area	\$150 per day		
Needmore Center Non-Urban Renewal Area	\$300 per day		
Pavilions		Half Day (please mark time) ☐ 8 a.m. to 1 p.m. ☐ 2 p.m. to 7 p.m.	Full Day
	J.L. King	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	McKee Large (near playground)	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	McKee Small	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.
	Soccer Pavilion	\$45 – Mon. – Thurs. \$60 – Fri. – Sun.	\$80 – Mon. – Thurs. \$100 – Fri. – Sun.
	Moncrief	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.
	Patriots	\$30 – Mon. – Thurs. \$40 – Fri. – Sun.	\$50 – Mon. – Thurs. \$75 – Fri. – Sun.

RENTAL INFORMATION AND POLICIES

Tables and Chairs

The Travis Outlaw gymnasium is equipped with 30 round tables (6 foot diameter), 8 rectangle tables (8 feet long) and 380 chairs. A diagram must be provided of the requested event setup for rentals at the Travis Outlaw gymnasium.

Policies

1. Facility is not reserved until all deposits and fees are paid.
2. SPARD reserves the right to increase the deposit amount as needed.
3. Facility must be adequately cleaned before renters leave the premises at the conclusion of the event. Renter must either arrange for a cleaning service or pay SPARD staff for cleanup at a rate of \$50/hour.
4. No balloons allowed inside the gym UNDER ANY CIRCUMSTANCES. These cause the ceiling sensor in our fire alarm to trip and require the Fire Department to reset. Any event allowing balloons inside the gym may be assessed additional fees.
5. Depending on the size and type, events may require Starkville Police Officers to be hired for security. Please contact Andy Round at 662-323-3141 to request officers.
6. Any cancellations made within a five business days of the event will result in all deposits being kept.
7. The renter agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the renter. The renter agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.
8. Renter agrees to abide by all posted park rules and applicable city ordinances.
9. All lights should be turned off and all areas rented should be left clean and in an orderly fashion. Any damages discovered or which might have occurred during the rental should be reported to the SPARD office.
10. No alcoholic beverages are allowed in the parks.
11. No loud music or boom boxes are allowed. If the police department or SPARD are notified about loud music, the renter will receive one warning. If the noise continues, the rental will be considered cancelled and no refunds will be issued.
12. Pavilions may be rented for either a half day or full day. Half day rentals must either choose to rent from 8 a.m. to 1 p.m. or 2 p.m. to 7 p.m. unless otherwise approved by SPARD staff.

13. Anyone who abuses the privilege of using an SPARD facility may be denied future rentals, including the revocation of any application already approved for future use.
14. There shall be no fund-raising activities, door charge, or sale of any article for private gain unless written approval from the SPARD Director has been obtained.
15. Gambling in any form is not allowed in any facility.
16. No hanging decorations are allowed. Absolutely no tape or staples are to be used in ceilings or walls.
17. Chairs, tables or other city property is not to be removed from any facility for any reason. Outdoor use of tables or chairs that are stored indoors is not allowed.
18. Any lights and thermostats shall be turned off and all doors locked upon leaving the facility.
19. Permits are non-transferable.
20. Permits for groups composed of minors will only be issued to an adult who accepts responsibility for supervision of the rental.
21. All activities shall cease and the facility be cleaned by the posted closing time unless otherwise approved by SPARD staff.

22. CONSIDERATION OF AUTHORIZATION OF THE NEW SPONSORSHIP POLICY FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the new Sponsorship Policy for Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.



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

AGENDA ITEM DEPT.: Parks and Recreation

AGENDA DATE:

PAGE: 1 of 14

SUBJECT: Discussion and Consideration of the approval of the new Sponsorship Policy for Starkville Parks and Recreation Department.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Starkville Parks and Recreation

323-2294

Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

DIRECTOR'S

AUTHORIZATION: (Herman Peters) Office: 662-

FOR MORE INFORMATION CONTACT: Herman Peters 662-323-2294

SUGGESTED MOTION:

Move approval of new Sponsorship Policy for Starkville Parks and Recreation Department.

CITY OF STARKVILLE SPONSORSHIP POLICY

_____ (date)

I. GENERAL POLICY STATEMENT

From time to time the City of Starkville ("City") may allow Sponsorships that further its mission of making City facilities, events, programs or services available to its citizens and the general public. Likewise, others may request the City to consider sponsoring their facilities, events, programs and services. The City may consider these requests to the degree it determines it is beneficial to its citizens and/or the general public, and provided the City has appropriate resources available for such Sponsorship. Sponsorships may be in the form of monetary or in-kind support, and can be flexible to meet the nature of the specific facility, event, program or service.

The City strives for Sponsorships that are compatible with its public purpose, and decisions concerning Sponsorship may be based upon this. This includes taking into consideration the nature of the facility, event, program or service, aesthetics, public perception, and other City priorities and issues; avoiding Sponsorships that are political in nature, offensive, inappropriately exclusionary, or that the City otherwise determines to be inconsistent with its purpose and mission. The City may refuse Sponsorships from entities which manufacture products or take positions inconsistent with local, state, or federal law, policies, positions, or resolutions. The City's acceptance of, or entering into, a Sponsorship arrangement is not an endorsement of the Sponsor's organization, products, or services.

Sponsorships provide a means to generate funds for improving or expanding those facilities, programs, events and services serving the City's citizens and/or the general public. The City currently limits its sponsorship program to nonpublic forums and exercises sole discretion over its Sponsorship decisions, including the circumstances under which it enters into a Sponsorship relationship, the nature of the Sponsorship and all other details.

Other policies.

Except as set forth below, this policy replaces any prior ones addressing the same subject matter.

This policy is in addition to and is intended to complement the following policies. Where possible this policy and the following policies should be read in harmony. If there is a direct conflict, the more specific provision should prevail that is in keeping with the overall public purpose, mission and goals of the City:

- A. Field sponsorship agreements for Starkville Sportsplex and McKee Park.

11. PURPOSE

This policy is designed to provide guidance for developing and managing Sponsorships of City facilities, events, programs and services, and the criteria under which to consider Sponsorship of the facilities, events programs and services of third parties. This includes setting forth the criteria for considering and entering into Sponsorship relationships, determining benefits to be made available to Sponsors in exchange for Sponsorships, such as branding and name recognition on City property or in City-generated communications. It is the intent of the City to preserve its full rights and discretion to restrict access to City assets and facilities, and to City-generated communications, and to reject or refuse placement of any or all Sponsorship messages as it deems appropriate. To the extent that Sponsorships include an entitlement of the Sponsor to have branding, name recognition or other messaging in various locations and in various City communications, the City reserves the right of full editorial control over the placement, content, appearance and wording of such messaging, and may determine and prohibit types of Sponsorship messages which are deemed inappropriate for, or inconsistent with, the business of the City or its public purpose.

III. DEFINITION OF TERMS

- A. "City Asset" or "City Facility" means those structures and interests in real property owned, operated or under the control of the City.
- B. "Nonpublic forum" is broadly defined as any property that is not by tradition or designation a forum for public communication (such as most government publications and websites).
- C. "Open, limited, or designated public forum" means either a forum under the control of the City that is traditionally open to the unfettered exchange of ideas, (such as a park or a sidewalk), or a forum under the control of the City that is non-traditionally open but is nevertheless intentionally and affirmatively opened by the City for speech (such as a street-side kiosk for posting pamphlets or a special area designated for making speeches).
- D. "Sponsor" means the external entity with which a business relationship is created relating to the exchange of goods, services and donations in a Sponsorship with the City.
- E. "Sponsorship" means a business relationship created between the City and one or more external entities involving the exchange of funds, goods, services, and donations with respect to a facility, event, program or other matters serving or of benefit to the general public as determined by the City. Depending on the nature

of the sponsorship, there may be entitlement to public recognition of support, including name recognition and other matters pursuant to this policy.

IV. SPONSORSHIP OF CITY FACILITIES, EVENTS, PROGRAMS, SERVICES

Sponsorship of a specific facility, event, program or service should be negotiated and tailored individually in a manner consistent with this policy. Depending on the amount and length of time of a Sponsorship, Sponsorships may require entering into an agreement specifying in more detail the nature of the Sponsorship. Typically, a hierarchy of benefits should accrue to a Sponsor commensurate with the value of the Sponsorship.

The following sets forth the types of Sponsorships that will be considered by the City, although variations and other types may be considered when consistent with this policy.

A. "Branding Rights" Sponsorship.

"Branding Rights" is a type of Sponsorship where an individual, foundation, corporation, nonprofit organization, service club, or other entity has the nonexclusive right to advertise on a City Asset or City Facility, such as a particular venue, event, program or facility (e.g., athletic field, sports complex, playground, or community facility) for a period of time. Typically this occurs when a significant monetary contribution or other contribution having a significant impact is made by an external entity for a major City Asset or City Facility. In exchange for making such a large contribution, the external entity may be entitled to an opportunity to advertise its name and/or its business. Usually branding rights are considered in a commercial context, where the branding right is sold or exchanged for cash and/or other considerations sometimes under a long-term arrangement pursuant to a written agreement.

The following guidelines should be met for Branding Rights Sponsorships:

1. The Sponsor supports the image, values and public purpose objectives of the City.
2. The Sponsor understands and agrees the City does not relinquish to the proposed Sponsor any aspect of the right to manage and control City Assets or City Facilities.
3. Acknowledgements of the contribution made by Sponsor, whether through signage, utilization of electronic mediums or other publicity and advertising mediums conforms to applicable City policies, ordinances and plans.
4. The appropriate authority from the City has approved the Sponsorship in accordance with this policy.
5. The name of the facility, event, program or service being Sponsored is preserved so as to preserve the identifiability of such facility, event, program or service.

6. The name of the facility, event, program or service takes into account the historical and community significance of the City Facility or City Asset.
7. The Sponsor recognizes and understands that it shall have ongoing responsibilities to adhere to the standards set forth herein, and any agreement entered into may require this or call for termination for failure to comply.
8. City costs incurred in branding an event as a result of a Branding Rights Sponsorship should come from funding designated for such City Facility or City Asset.

B. “Events, Programs and Services” Sponsorship.

1. *Title Sponsor*

This is a type of Sponsorship where an individual, foundation, corporation, nonprofit organization, service club, or other entity has recognition as the title Sponsor of an event, program or service. The following guidelines shall be applied for title Sponsorships of City events, programs and services:

- a. Recognition of the title Sponsor may be on any City-owned, initiated or controlled medium including video, print and electronic marketing and advertising materials acknowledging the title Sponsor of the event, program or service.
- b. Title Sponsor signage/displays as approved by the City may be at the event, program or service location for a period approximating the length of the event, program or service.
- d. Other benefits as negotiated consistent with this policy.

2. *Cash Sponsor*

This is a type of Sponsorship where an individual, foundation, corporation, nonprofit organization, service club, or other entity provides cash to support a City event, program or service. Depending on the amount of cash provided by Sponsor, a cash Sponsor may also be a title Sponsor. The following guidelines shall be applied when entering into a cash Sponsorship for City events, programs and services:

- a. Recognition as negotiated for City video, print or online marketing and advertising materials as a Sponsor of the event, program or service.
- b. Sponsor signage/displays at the event, program or service location for a period not to exceed the length of the event.
- c. For recognition on negotiated commemorative items such as park

benches or engraved bricks, Sponsorship is limited to an individual, corporate or partnership name(s), a memorial dedication and date(s), as appropriate, and may be subject to other line or character limitations.

- d. Other benefits as negotiated.

3. *In-Kind Sponsor*

This is a type of Sponsorship in which an individual, foundation, corporation, nonprofit organization, service club or other entity provides a good or service in exchange for Sponsorship recognition at a City event, program or service. Typically there is no monetary exchange with this type of Sponsorship. The following guidelines shall be applied when entering into an in-kind Sponsorship for City events, programs and services:

- a. Recognition as negotiated in City video, print or online marketing and advertising materials as a Sponsor of the event, program or service.
- b. Sponsor signage/displays at the event, program or service location for a period not to exceed the length of the event.
- c. Other benefits as negotiated.

4. *Gifts*

Restricted and un-restricted gifts of cash or items of value may be processed under this policy as Sponsorships. In such instances, offer and receipt of gifts will follow all of the same guidelines and procedures set forth in this policy.

C. Approval Required.

Sponsorships must be approved by the City, through its Mayor and Board of Aldermen, and should occur as set forth below.

- 1. Except as required by law or expressly established by an affirmative action of the Board of Aldermen, no property or publication of the City shall be intended or considered as an open, limited, or designated public forum.
- 2. City Control. To ensure the proper expenditure of City funds and resources, the City maintains control and use over its Sponsorships. Specifically, no person has a right to access or use any City property or publication for any purpose other than the intended and authorized governmental purpose or service, and as may be set forth in a Sponsorship agreement. Placement of Sponsorship messages upon City property or in

City publications requires prior City authorization.

4. Form of Approval. Approval may be provided in the form of an approved, signed application for simple Sponsorships or Sponsorships of lesser value, and by formal agreement authorized by the appropriate City official or staff for other Sponsorships in the manner set forth herein.

Approval of Sponsorships should generally address the following:

- a. Identification of the City facility, event, program or service;
- b. The exact nature and/or value of the Sponsorship;
- c. Activities, products, and services of the sponsoring private entity, its parent, subsidiaries, affiliates and predecessor companies;
- d. Details regarding recognition of the Sponsorship, including type, duration and other relevant matters;
- e. The type and nature of control over the Sponsorship to ensure proper expenditure of public funds and resources, maintenance of the overall public purpose of the facility, event, program or service; and
- f. The conditions under which the Sponsorship may be terminated.

D. Criteria for Approval of Sponsorships.

1. Generally. The nature and type of need of the City for Sponsorship of the City facility, event, program or service should be considered as well as the type of support and recognition available.
2. Factors. The City recognizes that while entering into a Sponsorship with an external entity does not constitute an endorsement of the entity or its services and products, it does imply an affiliation of some proportion. Such affiliation may affect the reputation of the City among its residents and affect its ability to govern effectively. Therefore, any proposal for Sponsorship should complement, be consistent with or not be conflictive with the City's goals, mission and purposes. This involves considering the following:
 - a. Is the City's mission, values, policies and ordinances consistent with the proposed Sponsor's mission, products, services and marketing goals?
 - b. Does the Sponsorship enhance City facilities, programs, events, and services?
 - c. Are the proposed tangible and intangible benefits balanced for both the Sponsor and the City?
 - d. Is the level and type of recognition commensurate or otherwise reasonable considering the level and type of benefit received by the City?

- e. Are the conditions of the recognition of the Sponsorship consistent with the standards, aesthetic values, and visual integrity of the City and the expectations of users of the facility, event, program or service?
 - f. Does the Sponsorship create a conflict of interest for the City?
 - g. Does the Sponsorship in any way invoke future consideration, influence, or perceive to influence City operations?
 - h. Is the Sponsorship appropriate to the target audience?
 - i. Will the results of the Sponsorship relationship deliver a positive and desirable image for the City?
 - j. What is the proposed Sponsor's record or intent of environmental stewardship and/or social responsibility, and how relevant is this to the proposed Sponsorship?
 - k. What is the rationale for the proposed Sponsor's interest in Sponsoring?
 - l. What are the expectations, ability, timeliness, and readiness of the proposed Sponsor to enter into a Sponsorship arrangement with the City?
 - m. How important is the level or type of Sponsorship to the mission of City?
 - n. What is the level of support needed from the City or others to implement the Sponsorship arrangement?
 - o. Are there any other factors that might affect the overall appropriateness of the proposed Sponsorship?
3. Case by Case Basis. The City will consider proposed Sponsorship relationships on an individual, case-by-case basis, taking into consideration the factors set out in this section. However, the City reserves the right to approve or deny any sponsorship for any reason or no reason at its sole discretion.
 4. Unconditional and non-exclusive. The Sponsorship cannot be made conditional on the City's performance. Sponsorships may not be exclusive; a Sponsorship shall not limit the City's ability to seek other Sponsors as the City determines appropriate.

E. Types of Recognition for Sponsorship.

In return for Sponsorship, recognition of a Sponsor may be given by the City through City's use of various mediums, including newspaper, City website, video, radio and signage regarding Sponsor's role in the City's facility, event, program or service. Recognition of Sponsorships should generally conform to the following:

1. Sponsorships on City of Starkville Parks and Recreation property are maintained as a nonpublic forum.

2. The City preserves its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of all Sponsorship recognition in all mediums.
3. The City may make distinctions on the appropriateness of Sponsorship on the basis of the nature and level of Sponsorship.
4. Determination of form of Recognition. The Starkville Board of Aldermen, or its designee, shall have the ultimate authority to determine what a permissible form of recognition of a Sponsorship is.
5. Acceptable Forms of Recognition. Typically, Sponsorship recognition messages should identify the Sponsor but contain little to no other additional information. Ordinarily, only the following content is appropriate:
 - a. The legally recognized name of the Sponsoring organization;
 - b. The Sponsor's organizational slogan if it merely identifies rather than promotes its products or services;
 - c. The Sponsor's product or service line, described in brief, generic, objective terms. Generally, only one product or service line may be identified;
 - d. Brief contact information for the Sponsor's organization, such as a phone number, address, or Internet website. Contact information should be stated in a manner that avoids an implication of urging the reader or listener to action.
 - e. The words "a paid sponsorship," or some like term, may be added to Sponsorship recognitions when, in the sole opinion of the City, the recognition might be confused with editorial matter or other content.
6. Unacceptable Forms of Recognition. The following types of recognition for Sponsorship may be prohibited by the City as incompatible with the City facility, event, program or service; the City's governmental purpose; contrary to community standards; or otherwise determined to be inappropriate, all in the sole discretion of the City:
 - a. Promotion of the sale or consumption of alcoholic or cereal malt beverages in name, likeness or implication, or promotion of establishments that are licensed for and primarily sell alcoholic or cereal malt beverages, including bars; provided, however, restaurants or other food service establishments and hotels or other places of lodging may be authorized when the commercial message or advertisement promotes only the food service or lodging;
 - b. Promotion of the sale or consumption of tobacco products or depiction of the use of tobacco products;
 - c. Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious, or rhetorical nature;
 - d. Promotion of gambling, para-mutual betting, or games of chance,

- in name, likeness or implication, or promotion of establishments providing such services or activities of a related or similar nature;
- e. Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness, or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials;
 - f. Promotion in any form of illegal drugs, illegal drug use or illegal drug materials, or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials;
 - g. Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature;
 - h. Use of language or descriptive material which taken in form and context is deemed to be unsuitable for and contrary to community standards of appropriateness for governmental or family publications;
 - i. Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this policy;
 - j. Inclusion of materials, depictions, promotions or offerings which are the type prohibited by, or by their nature would violate, any postal restrictions or regulations of any federal, state, or local law, rule, or regulation;
 - k. Direct promotions or endorsements of the organization, its products or services;
 - l. Statements that advocate, contain price information such as an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services or organizations;
 - m. Recognition of any kind with respect to a City facility, event, program, service without the express authorization of the City, including use of City's name, marks, logo or other indicia suggesting affiliation with the City or City's facility, event, program or service.

F. Responsibilities of Sponsor.

Sponsors shall be responsible for the following:

- 1. Procuring all necessary permissions to use photographs, trademarks, trade names, copyrighted material or any other legally protected property it provides to the City; and accurately representing the adequacy of required authorizations to use same and shall provide proof of such authorization upon request of the City.

2. Assumption of responsibility for all content of Sponsor recognition including text, photographs, representations, illustrations, sketches, maps, labels, trademarks or other copyrighted matter unless expressly agreed upon otherwise.
3. **Indemnifying, holding harmless, and defending the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with Sponsor's Sponsorship, including that the Sponsorship recognition infringes on any copyright, violates any right of privacy, or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of a Sponsor's product.**
4. Holding the City harmless for delays in publication or presentation of Sponsorship recognition in any event or for any reason, including acts of God, acts by any governmental or quasigovernmental entity, lack of funding, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the City affecting publication or presentation of recognition of Sponsorship in any manner.
5. Agreeing that if an error or omission should occur in the publication or placement of any Sponsorship recognition, the City's liability is limited to the amount of the reduction in the value of the Sponsorship due to the error or omission, and in no event shall liability exceed the total value of the Sponsorship, such as the cost payable for the Sponsorship space.

G. Responsibilities of City.

The City shall be responsible for the following:

1. Use of Funds
 - a. All funds derived from Sponsorships shall be recorded, accounted for and used for the applicable City facility, program, event or service, and in accordance with applicable policies and procedures adopted by the City Clerk for the budgeting and expenditure of funds.
 - c. The City shall track all Sponsorships, including amount, type,

duration and other relevant information and as may be reasonably requested by the City's Clerk.

- d. The City may issue a written acknowledgement of each Sponsorship.
 - e. The City cannot guarantee anonymity of any gift or donation, but a Sponsor may choose to not be publicly recognized.
- 2. **Conduct City Business.** Nothing in this policy shall be interpreted to prohibit the conduct of special events by the City and its use and recognition of Sponsors, products, sales or prizes. Nothing herein prevents the City from engaging in any activity it determines necessary and or appropriate.
 - 3. **Implementation.** This policy shall become effective upon adoption by the Starkville Board of Aldermen and shall thereafter apply to the acceptance and placement of Sponsorship messages as provided in this policy; provided, however, that Sponsorship messages which were made prior to the adoption of this policy shall not be considered in violation thereof, and to the extent possible shall be construed and completed, if necessary, in the manner most consistent with this policy.

H. Sponsorship Payment.

Sponsorships may vary in length, type and amount. This can be attributed to the nature of the facility, event, program or services being Sponsored and the type of Sponsorship involved. Generally the City should ensure that the benefit of sponsoring is maximized to be of most benefit to its citizens while balancing the nature of the benefit to be received from a Sponsor. While Sponsorships may need to be reviewed individually, the following general guidelines should apply:

- 1. **Long-Term Sponsorships (>1 Year).** For long-term Sponsorships exceeding one year in length:
 - a. The City requires a 50% deposit of the first annual payment. This deposit should be submitted with the signed Sponsorship agreement where applicable.
 - b. The remaining 50% for year one payment should be paid within thirty (30) days of execution of the Sponsorship agreement.
 - c. For each year thereafter, 100% of the annual payment should be received on the anniversary date of the Sponsorship agreement.
- 2. **Short-Term Agreements (<1 Year).** For short-term Sponsorships of one year or less the City typically requires full payment upon the approval of the Sponsorship.

I. Termination of Sponsorships.

The City of Starkville reserves the right to accept or reject any proposed Sponsorship. The City reserves the right to terminate a Sponsorship at any time if, in the City's sole discretion, continuation of the Sponsorship is determined not to be in the best interests of the City.

1. If the City elects to terminate a Sponsorship, any funds, unused materials or services, or other compensation received by the City prior to such termination will be refunded to the Sponsor, unless such termination is due to a material breach of a Sponsorship agreement by the Sponsor, in which case the City may retain all or a part of the compensation if the City determines that such is necessary to compensate the City for any losses incurred by the City due to such material breach.
2. The Sponsor reserves the right to withdraw a Sponsorship proposal at any time during the approval process.
3. The Sponsor may rescind a Sponsorship arrangement within thirty (30) days of entering into one. However, no refund will be given on any funds received by the City prior to receipt of the notification of withdrawal.

V. REQUESTS FOR CITY SPONSORSHIP BY OTHERS

A. Policy.

The continued long-term growth of City has brought about an increased demand for the use of City facilities, event, programs and services in the community. Since the City has limited resources, the City may from time to time determine it desirable and appropriate to grant requests for City Sponsorship of the facilities, events, programs and services of others. This section of the policy sets forth guidelines for requests from those outside the organization of the City.

This policy should be used to determine the basis for approval and/or denial of requests for support by outside entities and the extent to which support should be granted.

The City maintains absolute authority over the use of its funds and resources. Nothing in this policy obligates the City to expend City funds and/or resources whenever it determines a public purpose is not being served and anytime it determines it is in the best interest of the City to no longer be a Sponsor or to no longer allow a Sponsorship. The City retains its ability to cease or alter a Sponsorship relationship anytime it deems appropriate.

B. Process.

1. Requests. All requests for support should be reviewed by the appropriate

- Department Director and any other personnel or consultant determined relevant by such Director.
- 2. Form of Requests to be written. All groups requesting support from the City should be made in writing. Typically this will be done by filling out an application form.
- 3. Approval. Approvals should be in writing and depending on the amount and nature of the Sponsorship, a formal agreement may be entered into. The level of approval required is the same as for Sponsorship of City facilities, programs, services and events as set forth in Section IV.C.3/Level of approval above.

VI. MISCELLANEOUS

A. Variance. All Sponsorships should comply with the guidelines established by this policy. The Starkville Board of Aldermen, in its discretion, may grant variances when it determines that the variance is in keeping with the overall purpose and intent of this policy or when it determines such variance best serves the purposes and needs of the City and the general public.

The decision by the Board of Aldermen shall be final.

C. Verification. Sponsors may be asked to verify in writing that they have read, understood and agree to abide by this policy.

Approved:

Mayor

Date

23. CONSIDERATION OF AUTHORIZATION OF THE NEW SPONSORSHIP AGREEMENT FOR STARKVILLE PARKS AND RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the new sponsorship agreement for Starkville Parks and Recreation Department” is enumerated, this consent item is thereby approved.



(For City events, programs or services)
SPONSORSHIP AGREEMENT

By and between

THE CITY OF STARKVILLE, MISSISSIPPI And

Whereas, the City of Starkville, Mississippi (“City”) has adopted the “City of Starkville Sponsorships and Support Requests Policies and Procedures” policy (“Policy”) setting forth guidelines for the sponsorship of City events, programs and services; and

Whereas, City will or is currently conducting a City event, program or service; and

Whereas, _____ (“Sponsor”) desires to sponsor such event, program or service in the manner set forth herein; now therefore

For and in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Event/program/service. The event, program or service which is the subject of this Agreement is as follows:

_____*(desc. & date(s))*

2. Sponsorship. Sponsor agrees to sponsor the above-described event, program or service by being a(n) *(check which apply)*

a. ____ Title Sponsor

b. ____ Cash Sponsor in the amount of _____.

c. ____ In-kind Sponsor through provision of the following service(s) or good(s):

i. _____

ii _____

iii _____

3. Recognition. In recognition of Sponsor’s sponsorship set forth in this Agreement, City agrees to provide the following recognition:

a. As set forth in the Policy for the type of Sponsor listed in Section 2 above.

b. Additional remarks or benefits as follows: _____

_____.

4. Compliance. Sponsor represents having read and understanding the Policy, and agrees to abide by its terms unless expressly provided for otherwise in this Agreement. Sponsor agrees to adhere to all applicable rules and regulations, including safety rules.

5. Additional documents. The Policy is made a part of this Agreement and is incorporated by reference, and the terms used therein have the same meaning when used in this Agreement. Sponsor's application or other documentation, if any, shall be attached and made a part of this Agreement. In the event of a conflict, the provisions and information provided by City shall prevail over information provided by Sponsor; and the information dated later in time by the City shall prevail over earlier information provided by the City.

6. Indemnification. Sponsor agrees to indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with Sponsor's Sponsorship, including that the Sponsorship recognition infringes on any copyright, violates any right of privacy, or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of a Sponsor's product.

7. Release. Sponsor hereby releases, relinquishes and discharges the City, its officers, agents, and employees from any and all claims, demands, and causes of action of every kind and character whatsoever, including the cost of defense thereof, for any personal injury, property damage, financial injury, or any other type of injury of damage that is caused by, or alleged to be caused by, arising out of, or in connection with the Sponsor's Sponsorship, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

8. Miscellaneous. The laws of the State of Mississippi govern this Agreement and venue shall be in Oktibbeha County, Mississippi. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement may be amended only in writing by the parties hereto. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

This Agreement goes into effect upon the full execution hereof.

Sponsor:

City:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

24. CONSIDERATION OF AUTHORIZATION FOR STARKVILLE UTILITIES TO ADVERTISE AND REQUEST FOR PROPOSALS FOR WATER SCADA SYSTEM UPGRADE AND SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the October 17, 2017 Official Agenda, and to accept items for consent, whereby the "approval of authorization for Starkville Utilities to advertise and request for proposals for water SCADA System Upgrade and Services" is enumerated, this consent item is thereby approved.

LEGAL ADVERTISEMENT

Notice is hereby given that the City of Starkville is soliciting Proposals from qualified and experienced organizations ("Proposers") to provide the required hardware, software, and services to upgrade the Water Supervisory Control and Data Acquisition (SCADA) system.

Time is of the essence and any Proposal received after 11:00 a.m. local time on December 4, 2017 whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock located in the office of City Clerk.

Interested parties may examine a copy of the Request for Proposals at the office of the City Clerk, or may be obtain a copy of the Request for Proposals for a deposit of \$150.00 from the Engineer for the Project:

Atwell & Gent, P.A.
P. O. Box 2558
Starkville, Mississippi 39760-2558
Telephone (662) 324-5658

Proposals shall be placed in a sealed package (envelope or box), marked in the lower left-hand corner with the RFP number, title, and date and hour Proposals are scheduled to be received. **PACKAGE MUST BE IDENTIFIED AS RFP #17-1.** All Proposals shall be delivered or mailed to:

RFP #17-1
City of Starkville
Attn: Lesa Hardin, City Clerk/CFO
110 West Main Street
Starkville, MS 39759

No Proposal shall be withdrawn for a period of ninety (90) days after the scheduled date and time of opening of Proposals without written consent of the City. The City of Starkville reserves the right, within the limitations of state law, to reject any or all Proposals received, to waive any informalities or irregularities in the Proposals received, or to accept any Proposal which is deemed most favorable to the City. Proposals shall be prepared in accordance with the Request for Proposals for WATER SCADA SYSTEM UPGRADE AND SERVICES.

CITY OF STARKVILLE, MISSISSIPPI

BY: _____
Lesla Hardin
City Clerk/CFO

PUBLISH:

October 19, 2017
October 26, 2017

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced the following new Employees:
Nakedra Bell – City Clerk's Office, C2C Program
Christopher Gregory - Police Officer
Emmanuel Moore - Building Inspector
Michael Edwards - Fireman

Mayor Spruill noted City Wide Tailgate will be held Friday, October 20, 2017 at City Hall Plaza from 11 - 1. Hail-O-

Ween will be October 28 at the J. L. King Park and Trunk or Treat will be October 30 at the Sportsplex.

BOARD OF ALDERMEN COMMENTS:

Vice Mayor Perkins asked Community Development Director Buddy Sanders to check on a structure at the corner of Spring Street and Gillespie and to present recommendations at the next Board meeting pertaining to any Code Violations. He then asked Ms. Anita Lindsey to consider renaming a recent event referred to as “Starkville Community Day”. He thanked her and the group that sponsored the event for all their work, but felt it appeared the City of Starkville might be sponsoring the event instead of the MMADD group that did sponsor the event. Ms. Lindsey then presented thank you notes to the elected officials who attending the event.

Alderman Carver thanked Mayor Spruill for a well organized Police Department Grand Opening event held October 13, 2017 and noted the speech by previous Mayor Wiseman.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted the upcoming time change and encouraged everyone to be safe.

Chris Taylor reminded everyone of the November 7 election and urged all to go vote.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS: None

25. CONSIDERATION OF CALLING FOR A 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.

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

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Nay
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.

26. 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 Miller, seconded by Alderman Little, to enter into a Closed Session to determine if there is proper cause for Executive Session, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
Alderman 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.

27. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF THE JOB PERFORMANCE OF TWO EMPLOYEES, ONE IN STARKVILLE UTILITIES AND ONE IN THE COURT DEPARTMENT.

Alderman Perkins offered a motion to enter Executive Session for the purpose of discussion of the job performance of two employees, one in Starkville Utilities and one in the Court Department on a finding that the proposed topic qualified for Executive Session. Following a second by Alderman Little, the Board voted as follows to enter Executive Session:

Alderman Ben Carver	Voted: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: 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 the job performance of two employees, one in Starkville Utilities and one in the Court Department on a finding that the proposed topic qualified for Executive Session

At this time the Board entered Executive Session.

28. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Perkins, duly seconded by Alderman Little, to return to Open 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 Mayor invited the public back in and then announced that the Board had taken action in Executive Session.

29. A MOTION THAT A COPY OF THE SWORN COMPLAINT AND WARRANT FOR THE ARREST OF

BILLYE ASHERBRANNER BE PLACED IMMEDIATELY AND PERMANENTLY INTO HER EMPLOYMENT FILE WITH THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, that a copy of the sworn COMPLAINT and warrant for the arrest of Billye Asherbranner be placed immediately and permanently into her employment file with the City of Starkville, MS, 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.

30. A MOTION TO ACCEPT RECOMMENDATION TO TERMINATE EMPLOYMENT OF MARISSA MILAM.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, to accept the recommendation of the Human Resource Director and the Court Clerk to terminate the employment of Marissa Milam of the Starkville Court Department, 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 then made the following motion in open session.

31. A MOTION TO ADVERTISE THE VACANT POSITION OF DEPUTY COURT CLERK.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, to advertise the vacant position of the Deputy Court Clerk, 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.

32. MOTION TO ADJOURN UNTIL NOVEMBER 7, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL

LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn until November 7, 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: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM: MINUTES
AGENDA DATE: 11-21-17
PAGE: 1 of several

SUBJECT: Request approval of the minutes of the November 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 November 3, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, NOVEMBER 3, 2017
AT 1:00 PM IN THE STARKVILLE CITY HALL
LOCATED AT 110 WEST MAIN STREET
IN THE SECOND FLOOR CONFERENCE ROOM**

The public and media are invited to attend.

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
November 3, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Work Session on November 3, 2017 at 1:00 p.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, Jason Walker, Patrick Miller, Roy A'. Perkins and Henry Vaughn, Sr. Alderman David Little was unable to attend. Attending the Board were Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

Lynn Norris and Nick Schorr of Government Consultants, Inc. discussed the financial implications of the issuance of 7.5 million in capital improvement bonds.

City Engineer Edward Kemp presented the revised 4 year Capital Improvement Plan. The plan includes street overlays, sidewalks, park and recreation parking lot improvements, drainage, grant match funding and other roadway improvements and planning.

During the work session, the Mayor and Board discussed items on the upcoming November 7, 2017 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

November 3, 2017

1:00 p.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY GOVERNMENT CONSULTANTS ON THE FINANCIAL IMPLICATIONS OF THE ISSUANCE OF 7.5 MILLION IN CAPITAL IMPROVEMENT BONDS.**
- C. PRESENTATION OF THE REVISED 4 YEAR CAPITAL IMPROVEMENT PLAN**
- D. DISCUSSION OF THE AGENDA ITEMS FOR THE NOVEMBER 7, 2017, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.**
- E. ADJOURN MEETING**

Scenario #1 - City of Starkville - Bond & Interest Fund Projections - 10 Year Financing Term

DRAFT
11/2/2017

Fye 10/01 thru 9/30 Date	-			Bond Years			Bond Years			Bond & Interest Fund							Debt Information	
				Average Life	30,000		Average Life	20,320										
				Interest Rate	6.67		Interest Rate	6.77										
				3.00%			3.00%											
	B&I Millage	Per Mill Tax Dollar	Annual % of Growth	\$4,500,000 MS Dev Bk Series 2018 Streets & Drainage Projects			\$3,000,000 Series 2019 Streets & Drainage Projects			Beginning Cash	Propt Tax Revenues	G/F Transfers	Capitalized Interest	Current Net Payments	New Pmts	Ending Cash	Annual Debt Service	Annual Millage
				Principal Payment	Interest	Total P&I	Principal Payment	Interest	Total P&I									
2017	0.00	232,511																
2018	0.00	239,203	2.88%							0	0	1,249,506		(1,249,506)	0	0	1,249,506	5.22
2019	8.50	239,203	0.00%	-	135,000	135,000				0	2,033,226	(5,826)		(1,892,400)	(135,000)	0	2,027,400	8.48
2020	8.50	239,203	0.00%	-	135,000	135,000	60,000	90,000	150,000	0	2,033,226			(1,406,538)	(285,000)	341,688	1,691,538	7.07
2021	8.50	239,203	0.00%	500,000	135,000	635,000	60,000	88,200	148,200	341,688	2,033,226			(1,038,863)	(783,200)	552,851	1,822,063	7.62
2022	8.50	239,203	0.00%	500,000	120,000	620,000	200,000	86,400	286,400	552,851	2,033,226			(1,032,450)	(906,400)	647,227	1,938,850	8.11
2023	8.50	239,203	0.00%	500,000	105,000	605,000	275,000	80,400	355,400	647,227	2,033,226			(1,017,050)	(960,400)	703,002	1,977,450	8.27
2024	8.50	239,203	0.00%	600,000	90,000	690,000	295,000	72,150	367,150	703,002	2,033,226			(1,007,863)	(1,057,150)	671,215	2,065,013	8.63
2025	8.50	239,203	0.00%	600,000	72,000	672,000	405,000	63,300	468,300	671,215	2,033,226			(1,003,813)	(1,140,300)	560,328	2,144,113	8.96
2026	8.50	239,203	0.00%	600,000	54,000	654,000	415,000	51,150	466,150	560,328	2,033,226			(1,000,063)	(1,120,150)	473,341	2,120,213	8.86
2027	8.50	239,203	0.00%	600,000	36,000	636,000	420,000	38,700	458,700	473,341	2,033,226			(990,700)	(1,094,700)	421,167	2,085,400	8.72
2028	8.50	239,203	0.00%	600,000	18,000	618,000	430,000	26,100	456,100	421,167	2,033,226			(986,050)	(1,074,100)	394,242	2,060,150	8.61
2029	8.50	239,203	0.00%	-	-	-	440,000	13,200	453,200	394,242	2,033,226			(981,063)	(453,200)	993,205	1,434,263	6.00
2030	8.50	239,203	0.00%	-	-	-	-	-	-	993,205	2,033,226			(975,519)	0	2,050,912	975,519	4.08
2031	8.50	239,203	0.00%	-	-	-	-	-	-	2,050,912	2,033,226			(964,469)	0	3,119,669	964,469	4.03
2032	8.50	239,203	0.00%	-	-	-	-	-	-	3,119,669	2,033,226			(957,344)	0	4,195,550	957,344	4.00
2033	8.50	239,203	0.00%	-	-	-	-	-	-	4,195,550	2,033,226			(949,475)	0	5,279,301	949,475	3.97
2034	8.50	239,203	0.00%	-	-	-	-	-	-	5,279,301	2,033,226			(941,019)	0	6,371,508	941,019	3.93
2035	8.50	239,203	0.00%	-	-	-	-	-	-	6,371,508	2,033,226			(941,694)	0	7,463,039	941,694	3.94
2036	8.50	239,203	0.00%	-	-	-	-	-	-	7,463,039	2,033,226			(741,569)	0	8,754,696	741,569	3.10
2037	8.50	239,203	0.00%	-	-	-	-	-	-	8,754,696	2,033,226			(731,769)	0	10,056,153	731,769	3.06
2038	8.50	239,203	0.00%		-	-		-	-	10,056,153	2,033,226			(355,906)	0	11,733,472	355,906	1.49
2039	8.50	239,203	0.00%		-	-		-	-	11,733,472	2,033,226			0	0	13,766,698	0	0.00
2040														0	0			
2041														0	0			
2042														0	0			
				4,500,000	900,000	5,400,000	3,000,000	609,600	3,609,600	0	42,697,736	1,243,680	0	(21,165,118)	(9,009,600)	13,766,698		

Scenario #2 - City of Starkville - Bond & Interest Fund Projections - 12 Year Financing Term

DRAFT
11/2/2017

Fye 10/01 thru 9/30 Date	-			Bond Years			Bond Years											
				35,000			22,800											
				Average Life			Average Life											
				Interest Rate			Interest Rate											
	B&I Millage	Per Mill Tax Dollar	Annual % of Growth	\$4,500,000 MS Dev Bk Series 2018 Streets & Drainage Projects			\$3,000,000 Series 2019 Streets & Drainage Projects			Bond & Interest Fund							Debt Information	
				Principal Payment	Interest	Total P&I	Principal Payment	Interest	Total P&I	Beginning Cash	Propt Tax Revenues	G/F Transfers	Capitalized Interest	Current Net Payments	New Pmts	Ending Cash	Annual Debt Service	Annual Millage
2017	0.00	232,511																
2018	0.00	239,203	2.88%							0	0	1,249,506		(1,249,506)	0	0	1,249,506	5.22
2019	8.00	239,203	0.00%	-	139,500	139,500				0	1,913,624	118,276		(1,892,400)	(139,500)	0	2,031,900	8.49
2020	8.00	239,203	0.00%	-	139,500	139,500	100,000	93,000	193,000	0	1,913,624			(1,406,538)	(332,500)	174,587	1,739,038	7.27
2021	8.00	239,203	0.00%	400,000	139,500	539,500	100,000	89,900	189,900	174,587	1,913,624			(1,038,863)	(729,400)	319,948	1,768,263	7.39
2022	8.00	239,203	0.00%	400,000	127,100	527,100	200,000	86,800	286,800	319,948	1,913,624			(1,032,450)	(813,900)	387,222	1,846,350	7.72
2023	8.00	239,203	0.00%	400,000	114,700	514,700	200,000	80,600	280,600	387,222	1,913,624			(1,017,050)	(795,300)	488,496	1,812,350	7.58
2024	8.00	239,203	0.00%	400,000	102,300	502,300	200,000	74,400	274,400	488,496	1,913,624			(1,007,863)	(776,700)	617,558	1,784,563	7.46
2025	8.00	239,203	0.00%	400,000	89,900	489,900	300,000	68,200	368,200	617,558	1,913,624			(1,003,813)	(858,100)	669,269	1,861,913	7.78
2026	8.00	239,203	0.00%	500,000	77,500	577,500	300,000	58,900	358,900	669,269	1,913,624			(1,000,063)	(936,400)	646,431	1,936,463	8.10
2027	8.00	239,203	0.00%	500,000	62,000	562,000	300,000	49,600	349,600	646,431	1,913,624			(990,700)	(911,600)	657,755	1,902,300	7.95
2028	8.00	239,203	0.00%	500,000	46,500	546,500	300,000	40,300	340,300	657,755	1,913,624			(986,050)	(886,800)	698,529	1,872,850	7.83
2029	8.00	239,203	0.00%	500,000	31,000	531,000	300,000	31,000	331,000	698,529	1,913,624			(981,063)	(862,000)	769,090	1,843,063	7.71
2030	8.00	239,203	0.00%	500,000	15,500	515,500	300,000	21,700	321,700	769,090	1,913,624			(975,519)	(837,200)	869,995	1,812,719	7.58
2031	8.00	239,203	0.00%	-	-	-	400,000	12,400	412,400	869,995	1,913,624			(964,469)	(412,400)	1,406,751	1,376,869	5.76
2032	8.00	239,203	0.00%	-	-	-	-	-	-	1,406,751	1,913,624			(957,344)	0	2,363,031	957,344	4.00
2033	8.00	239,203	0.00%	-	-	-	-	-	-	2,363,031	1,913,624			(949,475)	0	3,327,180	949,475	3.97
2034	8.00	239,203	0.00%	-	-	-	-	-	-	3,327,180	1,913,624			(941,019)	0	4,299,785	941,019	3.93
2035	8.00	239,203	0.00%	-	-	-	-	-	-	4,299,785	1,913,624			(941,694)	0	5,271,715	941,694	3.94
2036	8.00	239,203	0.00%	-	-	-	-	-	-	5,271,715	1,913,624			(741,569)	0	6,443,771	741,569	3.10
2037	8.00	239,203	0.00%	-	-	-	-	-	-	6,443,771	1,913,624			(731,769)	0	7,625,626	731,769	3.06
2038	8.00	239,203	0.00%		-	-		-	-	7,625,626	1,913,624			(355,906)	0	9,183,344	355,906	1.49
2039	8.00	239,203	0.00%		-	-		-	-	9,183,344	1,913,624			0	0	11,096,968	0	0.00
2040														0	0			
2041														0	0			
2042														0	0			
				4,500,000	1,085,000	5,585,000	3,000,000	706,800	3,706,800	0	40,186,104	1,367,782	0	(21,165,118)	(9,291,800)	11,096,968		



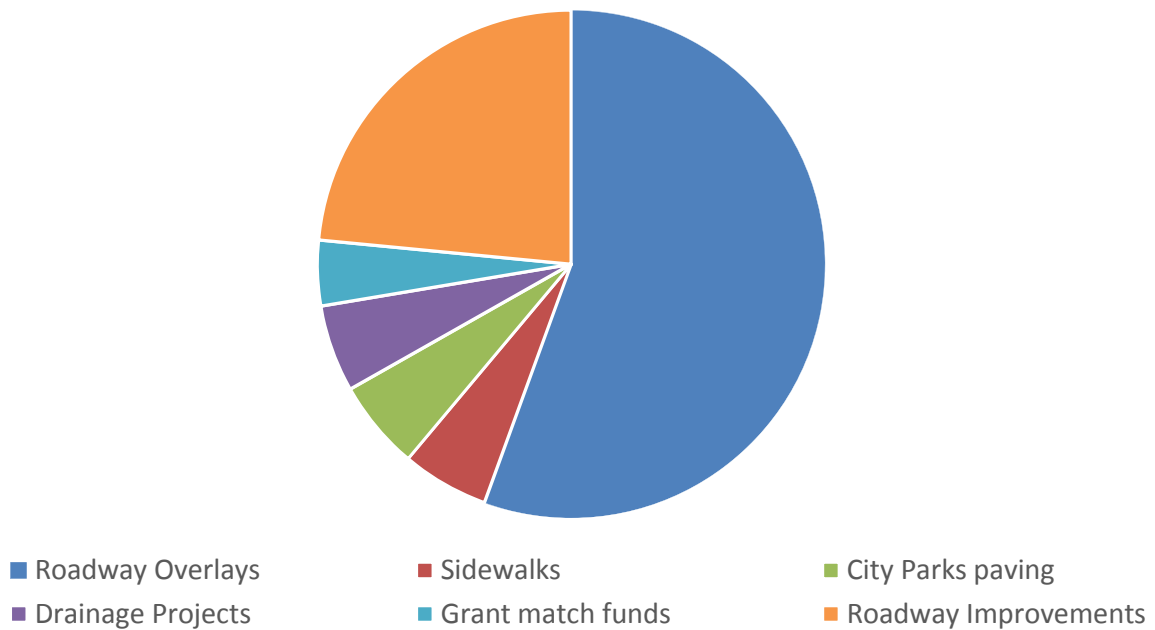
CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 W. MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

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

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STARKVILLE

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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

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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

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



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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CITY OF STARKVILLE COVERSHEET

AGENDA DATE: 11-7-2017

PAGE: 1 OF 7

SECOND 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.



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

AGENDA ITEM DEPT.: Mayor's Business
AGENDA DATE: November 21, 2017
PAGE: Page 1 of 20

SUBJECT:

First Public Hearing on a proposed amendment to the sign ordinance

SUMMARY OF PROPOSED ORDINANCE AMENDMENTS:

1. Modifying the physical size of banners for approved special event advertising on Main Street. The current requirements limit the size of all banners to 24 square feet. The proposed change increases the size to a maximum of 90 square feet with specific requirements for managing wind load and the location of eyelets for mounting the banner.
2. Removal and Replacement of current Billboard requirements. All existing billboards will be declared legal non-conforming billboards. Existing billboards will be placed into two types (I and II) categories. Type I are billboards that are subject to the requirements of state law. Type II are billboards that are not subject to the requirements of state law.
3. Removal of billboards from the amortization clause that governs all other sign types within the City. The removal schedule of Type II billboards is located in the proposed Section J (E)
4. Removal and Replacement of references to the Administrative Adjudication Process and Administrative Hearing Officer.
5. Modifying the variance process for signs. Dimensional variances will be heard by the Board of Adjustment and Appeals. All other variances will be heard by the Planning and Zoning Commission. Final approval and appeals will be heard by the Board of Aldermen.

AUTHORIZATION HISTORY:

The Planning and Zoning Commission moved that the revised sign ordinance be passed forward to the Board of Aldermen with any subsequent amendments incorporated by the City Planner and/or the City Attorney based on feedback from the Public Hearing held on November 14, 2017. The second public hearing with the Board of Aldermen will be held on December 5, 2017.

REQUESTING

DEPARTMENT: Mayor's Office

DIRECTOR'S

AUTHORIZATION: Mayor Lynn Spruill

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

ARTICLE IX. - SIGNAGE

Sec. A. - Purpose and intent.

The regulations and requirements herein set forth shall be the minimum requirements to promote the health, safety and general welfare of the public and to protect the character of the City of Starkville.

The purpose and intent of these regulations is to create the legal frame work for a comprehensive and balanced system of signage to improve and enhance the aesthetic environment of the city and to avoid the visual clutter that is potentially harmful to traffic and to the appearance of the community. The Mayor and Board of Aldermen of the City of Starkville find that the regulations set forth herein will improve the visual appearance of the city by limiting the number and size of signs within the corporate limits, consistent with constitutional guarantees, while continuing to provide an effective means of communication.

(Ord. No. 2011-2, § 1, 4-5-11)

Sec. B. - General.

For words, terms and phrases used in this article that are not defined in section C, below, or elsewhere in the City's Code of Ordinances, the city planner shall have the authority and power to interpret or define such words, terms and phrases.

In making such interpretations or definitions, the city planner may consult secondary sources related to the planning and legal professions, such as "Black's Law Dictionary" (West Publishing Company, St. Paul, Minn., most current edition), "The Latest Illustrated Book of Development Definitions" by Harvey S. Moskowitz and Carl G. Lindbloom (Center for Urban Policy Research, Rutgers University. N.J. 2007, or most current edition), for technical words, terms, phrases and graphics, or any "Webster's Dictionary" for other words, terms and phrases.

(Ord. No. 2011-2, § 2, 4-5-11)

Sec. C. - Definitions.

Amortization means a method of eliminating nonconforming uses by requiring the termination of the nonconforming use after a specified period of time.

Animated sign means any sign or part of a sign that changes physical position or flashes, moves, or otherwise changes at intervals of no less than once every ten seconds.

Awning sign means any sign attached to, in any manner, or otherwise made a part of any awning or awning-like structure which projects beyond a building or extends along and projects beyond the wall of the building, generally designed and constructed to provide protection from the weather; sometimes referred to as a "canopy sign".

Balloon means a bag inflated with a gas, such as helium, that causes it to rise and float in the atmosphere, intended to be used for advertising or as an attention-getting device.

Banner means a display, informational sign or other advertising device constructed of cloth, canvas, fabric, wood, foam-core or fiber-board, or other temporary material, with or without a structural frame, and intended for a limited period of display and used to advertise an event, product, business or service.

Bench sign means a sign located on any part of the surface of a bench or seat placed on or adjacent to a public right-of-way.

Bypass sign means a sign located along a federal or state highway where the posted speed limit is at least 55 mph, to assist the travelling public. These types of signs shall be ground signs supported totally by a solid base of masonry, brick, or other material, which base is not less than 80 percent of the total sign area width and which is of a finished or decorative type construction. Any metal or nonmasonry

structural components of the sign shall be painted a flat or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape. Bypass signs are only allowed by right in C-2 zoning districts.

Construction site identification sign means a temporary sign erected on the site or premises where construction is taking place during the period of such construction, indicating the names of the design professionals, general contractor, subcontractors, suppliers, owners, sponsors, supporters, financiers, and similar individuals and groups having a role or interest with respect to the structure or project.

Copy area means the area of space on any face of the sign to be used for advertising purposes, including the spaces between open-type letter and figures, including the background structure, or other decoration or addition which is an integral part of the sign. Sign supports shall be excluded in determining the area of a sign. The largest face of a multi-faced sign shall be used in calculating the area of a sign to determine compliance with this article. The area of a wall sign shall be measured within a single, continuous perimeter of any straight-line geometric figure which encloses the extreme limits of the advertising message. Curved, spherical, or any other shaped sign shall be computed on the basis of actual surface area. The copy area of signs composed of individual letters, numerals, or other devices shall be the sum of the area of the smallest rectangle or other geometric figures encompassing each said letter or devices. The calculation for a double-faced sign shall be so constructed that the perimeter of both faces coincides and are parallel and not more than 24 inches apart.

Discontinued sign means any sign which no longer identifies an activity conducted or present on the premises where the sign is located.

Directional sign means any sign of a noncommercial nature which directs the reader to the location of public institutions, historical areas, emergency shelters, public parks, public buildings, organizations identified by Section 26 U.S.C. 501(c)(3) of the United States Internal Revenue Code. Directional signs are permitted in all zoning districts and in no instance will a directional sign be allowed to be placed in the public right-of-way.

Electronic message board sign means any sign that uses changing light to form a sign message wherein the sequence of message and the rate of change is electronically programmed and can be modified by electronic processes. Electric message boards shall change no less than once every ten seconds.

Flag means any fabric or flexible material attached to or designed to be flown from a flagpole or other similar structure. No more than three flags of a national, state, religious, educational, fraternal or civic organization shall be displayed.

Flashing sign means any sign, which, by method or manner of illumination, flashes on or off or winks or blinks with varying light intensity, shows motion, or creates the illusion of motion or revolves in a manner to create the illusion of being on or off. Flashing signs shall not be confused with electronic message boards. Flashing signs are not permitted in any zoning district.

Illuminated sign means a sign illuminated in any manner by an artificial light source such as a spotlight or internally through a translucent background. Transparent backgrounds or surfaces are not allowed to be used in the construction of an illuminated sign. A neon tube shall be classified as an illuminated sign if it is nonchanging and nonflashing.

Inflatable display means any display used for advertising or attention-getting purposes, whether a specific advertising message is used or not, that is held in a rigid or semi-rigid state by a pressurized gas such as air or nitrogen, etc. Inflatable displays are prohibited by this article, except for holiday decorations in residentially-zoned areas.

Kiosk means a freestanding structure upon which temporary information and/or posters, notices and announcements are posted. A kiosk may incorporate a public pay phone, a trash receptacle and may include a small electronic message board sign. Its design should reflect the character of the surrounding area. Kiosks are allowed in all commercial and PUD zoning districts.

Marquee sign means any sign attached to, in any manner, or otherwise made a part of any permanent roof-like structure which projects beyond a building or extends along and projects beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Monument sign means any ground sign supported totally by a solid base of masonry, brick, or other material, which base is not less than 80 percent of the total sign area width and which is of a finished or decorative type construction. Any metal or nonmasonry structural components of the monument sign shall be painted a flat or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.

Motor vehicle sign means any sign mounted, placed, written or painted on a vehicle or trailer whether motor-driven or not.

Multi-tenant business sign means a sign constructed and supported by a monument-type structure, displayed at the entrance or exit to a mall or shopping center facility that supports multiple businesses. Such mall or shopping center facility must be designed to support more than three separate businesses and include a minimum of 25,000 square feet before it qualifies as a site eligible for a multi-tenant business sign. Any metal or nonmasonry structural components of the multi-tenant business sign shall be painted a flat or matte color to blend aesthetically with other outdoor fixtures and furnishings. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the multi-tenant business sign with buildings, parking areas, surrounding vegetation and natural features of the landscape. Multi-tenant business signs are only allowed in C-2 commercial and M-1 manufacturing zoning districts.

Nameplate means any sign less than one square foot in size which is not lighted and used primarily in residentially-zoned areas to convey a message or warning. Signage installed on a residence or mailbox with a name, street name, address number or other form of identification, shall not be considered a name plate for the purpose of these regulations.

Nonconforming sign means any sign existing at the effective date of the adoption of this article which could not be built under the terms of this article.

Nonconforming use means a lawful use of land that does not comply with the use regulations for its zoning district but which complied with applicable regulations at the time the use was established.

Off-site sign means any sign which directs attention to a business, commodity, service, entertainment, attraction, sold, offered or existing elsewhere other than upon the same parcel or lot where such sign is displayed. The term "off-site" shall include an outdoor advertising sign (billboard) on which space is leased or rented by the owner thereof to others for the purpose of conveying a commercial or noncommercial message. It shall also include "yard sale," "garage sale," and similar types of signage.

Outdoor advertising sign (billboard) means **any off-site sign commonly referred to as a billboard and supported by one or more poles and is** ~~a surface on which space is~~ leased or rented by the owner thereof to others for the purpose of conveying a commercial or noncommercial message or product that is not available on the same parcel or lot that the billboard is situated.

Parapet means the edge of a roof or the tip of a wall, which forms the top line of a building silhouette. When a building has several roof levels, the roof or parapet shall be the one belonging to that portion of the building where the sign is located.

Pole sign means any sign erected, constructed, or maintained for the purpose of displaying outdoor advertising by means of posters, pictures, pictorial and/or reading matter when such sign is supported by one or more upright poles, posts, columns, or braces affixed in the ground or on the ground and not attached to any part of a building. By adoption of this article, pole signs shall be considered nonconforming signs and no new pole signs shall be permitted.

Political sign means any sign of temporary construction, which supports any political candidate or issue. These signs are permitted in all zoning districts.

Post sign means any on-site sign other than a monument sign, generally constructed of wood or metal posts with or without a frame or backing, which is primarily used to display banners or other signs of temporary construction.

Portable sign means a sign, usually of a temporary nature, which is by design not permanently affixed to the ground or to a building or structure. Portable signs are not permitted in any zoning district if the sign also meets the definition of a flashing sign. A portable sign must be placed a minimum of 20 feet from the edge of the paved road or the right-of-way line, whichever is greater, and a portable sign cannot be used in the construction of any other type of sign.

Real estate sign means a temporary sign placed upon property for the purpose of advertising to the public the sale or lease of said property.

Residential message sign means any sign of temporary construction, four square feet or less in size, which is used in residentially-zoned areas to convey a statement of support or affirmation for a civic or charity group, school or athletic team, personal statement, or other noncommercial message to the community. Residential message signs shall be placed a minimum of ten feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. Only one residential message sign shall be allowed per each residential unit.

Right-of-way means a strip of land occupied or intended to be occupied by a street, crosswalk, railroad, electric transmission line, oil or gas pipeline, water main, sanitary or storm sewer main, shade trees or other special use.

Roof sign means any sign wholly erected, constructed or maintained on the roof structure or parapet wall of any building. By adoption of this article, roof signs shall be considered nonconforming signs and no new roof signs shall be permitted.

Projecting sign. Any sign other than a wall sign that is attached to and projects from the wall or face of a building or structure at a right angle. Projecting signs shall conform to the same requirements as a wall sign.

Searchlight means any light that produces an intense concentrated beam of light. These lights are not permitted as a permanent or temporary use in any zoning district. Airport rotating beacons shall be exempted from this definition.

Setback means to measure from the closest edge of the sign to the closest edge of the paved road or the right-of-way line, whichever is greater.

Sight-distance triangle means a triangular shaped portion of land established at street intersections in which nothing is erected, placed, planted, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving an intersection or driveway, the dimensions of which can be found in Appendix A, Article VI, Section A of the city's Code of Ordinances.

Sign means any identification, description, illustration, or device illuminated or nonilluminated which is affixed to or represented directly or indirectly upon a building, structure or land, and which directs attention to a product, service, place, activity, person, institution, or business. A structure or device designed or intended to convey information to the public in written or pictorial form. Signs erected by an authorized public agency for the purpose of directing traffic or providing information, are not affected by these regulations. National and state flags, when properly displayed, are not considered a sign under these regulations.

Snipe sign means any sign of any material whatsoever that is attached in any way to a utility pole, tree, or any object located or situated on any public right-of-way, easement, alley or on private property. Political signs shall not be considered snipe signs.

Subdivision sign means any sign located at the entry to a residential subdivision or planned development. A pair of subdivision signs that are designed and constructed to form an entrance to a subdivision, whether such signs are located across the street or on opposite corners from one another at the entry to the named subdivision, shall considered a single subdivision sign.

Temporary sign means a sign not constructed or intended for a long-term use, and not designed to be permanently attached to the ground, a building or structure intended for a limited period of display, including decorative displayed for holidays or public demonstrations. Included under this term are portable signs.

Wall sign means any sign that shall be affixed parallel to the wall or printed/painted onto the wall of any building in such a manner as to read parallel to the wall on which it is mounted. For the purposes of this article, any sign display surface that is affixed flat against the sloping surface of a mansard roof shall be considered a wall sign. Any sign that is affixed to the face of a building marquee, building awning or a building facade shall be considered a wall sign. Permanent and temporary signs affixed to or displayed in windows and doors shall be considered to be wall signs. Permanent signs affixed to walls may protrude above the roof line of a building by a maximum height of 20 percent of the height of the sign, or up to a total height of four feet above the roof line, whichever is less.

Window sign means any sign placed inside or upon the window panes of glass of any window or door.

Zoning overlay district means an area that encompasses one or more underlying zoning classifications that imposes additional requirements or restrictions beyond those required for the underlying zone.

(Ord. No. 2011-2, § 3, 4-5-11, ~~2017-X~~)

Sec. D. - Sign requirements for zoning districts.

This article shall supersede article VI, section C of the zoning ordinance.

A. Agricultural district (A-1) and residential districts (R-E, R-1, R-2, R-3, R-3A, R-4, R-4A):

1. In residential zoning districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling and shall not be over six square feet in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.
2. A single name plate sign is permitted at each residence so long as it is not more than one square foot in size, unlighted and placed at least five feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
3. Banners are permitted in these zoning districts so long as they are used for aesthetic and/or festive purposes such as seasons, holidays, family occasions, athletic team events or similar events. Permits are not required for these noncommercial banners.
4. Subdivision signs are permitted and shall conform to the following:
 - a. One subdivision sign shall be permitted for each entrance into a subdivision.
 - b. Subdivision signs shall not exceed 32 square feet in size.
 - c. Subdivision signs shall not exceed a maximum height of eight feet above the crown of the adjacent roadway.
 - d. Subdivision signs shall not be placed within the sight-distance triangle of any intersection and/or shall be placed at least five feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
 - e. All subdivision signs existing at the time of adoption of this article shall be allowed to remain as nonconforming signs. If replacement were ever to become necessary, the new subdivision sign shall be required to comply with this section.
5. The following signs are prohibited: Electronic message board signs, canopy, marquee or awning signs, illuminated signs, wall signs, offsite outdoor advertising signs (billboard), roof signs, pole signs, multi-tenant business signs, and portable signs.

B. Residential districts (R-5, R-6 and R-M):

1. In single-family residential districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling, not over six feet square in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.
 2. Mobile home park signs shall be a minimum of five feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
 3. A single name plate sign is permitted at each residence so long as it is not more than one square foot in size, unlighted and placed at least five feet from the edge of the paved road or right-of-way line, whichever is greater.
 4. Banner signs are allowed by permit in R-5, R-6 and R-M zoning districts.
 5. Advertising signs, structures or devices of any character, placed or maintained on any land used as a mobile home park, shall be used only for the purpose of identifying and advertising the mobile home park and accommodations offered. Before being erected, the size, character, location and number of all such advertising, signs and structures, shall be approved by the development review committee as part of a site plan review.
 6. Small directional and traffic control signs, lighted and unlighted, shall be erected and maintained within the limits of the mobile home park or on adjoining property when specified by the city engineer as to location and character.
 7. The following signs are prohibited: Offsite outdoor advertising signs (billboards), multi-tenant business signs, roof signs, flashing signs, electronic message board signs, canopy, marquee, wall signs, pole signs and portable signs.
- C. Commercial district (C-2) and manufacturing district (M-1). The following signs are permitted in the C-2 and M-1 zoning districts of the City of Starkville under the following conditions:
1. Monument signs.
 - a. Monument signs advertising the name of a business and services provided by a business shall not exceed 80 square feet in area and shall be a minimum of five feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
 - b. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
 - c. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of 330 linear feet of frontage along a public roadway.
 - d. Monument signs shall not exceed eight feet in height above the finished grade.
 2. Wall signs.
 - a. Wall signs are permitted and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed 50 percent of the total square footage of the individual wall, not to exceed 150 square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more than 200 feet from the nearest adjacent public roadway, the square footage may be increased to 250 square feet.
 - b. Those signs hanging or projecting over the right-of-way shall be placed a minimum of eight feet above the finished grade, shall not present a danger to and shall not alter the walking path of the public.
 3. Window signs.
 - a. Window signs are permitted and shall not exceed 25 percent of coverage for any individual window or door.

- b. This includes temporary signage of any type placed inside windows.
- 4. Multi-tenant signs.
 - a. Multi-tenant business signs must be freestanding, and constructed and supported by a monument-type structure.
 - b. The central part of the multi-tenant sign, normally reserved for advertising the name of the shopping facility or mall itself, shall be no more than a maximum of 100 square feet in area.
 - c. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
 - d. The entire structure may not exceed 12 feet in height above the finished grade, and must meet all applicable setbacks.
 - e. Additional multi-tenant business signs may be allowed on the same property, providing that the signs are separated in distance by 330 linear feet of frontage along a public roadway.
 - f. Multi-tenant signs shall be a minimum of five feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
- 5. Bypass signs.
 - a. Bypass signs must be freestanding, and constructed and supported by a monument-type structure.
 - b. The sign area shall not exceed 160 square feet in area and shall be a minimum of five feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. Monument signs shall not exceed 20 feet in height above the finished grade.
 - c. The area beneath and around the sign shall be landscaped with plants, ground cover and materials so as to complement the site and integrate the monument sign with buildings, parking areas, surrounding vegetation and natural features of the landscape.
 - d. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of 660 linear feet of frontage along a public roadway.
- 6. Other signs.
 - a. Awning signs, marquee signs and electronic message board signs are permitted in C-2 and M-1 zoning districts.
 - b. Banners are allowed only by permit in the C-2 and M-1 zoning districts.
 - c. Portable signs are temporarily permitted in C-2 and M-1 zoning districts; shall be displayed for a maximum of 15 days; are permitted for only four periods per location per calendar year and cannot be moved to a new location within 500 feet of the previous location if it is to be used by the same business.
 - d. Roof signs shall be considered nonconforming signs.
 - e. The following signs shall be prohibited: Flashing signs, pole signs, post signs, inflatable displays, snipe signs, motor vehicle signs (other than those for businesses located on the premises) and portable signs that also meet the definition of a flashing sign.
- D. Buffer district (B-1) and commercial districts (C-1 and C-3):
 - 1. Monument signs advertising the name of a business and services rendered by a business shall not exceed 80 square feet in area and shall be a minimum of five feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. Monument signs shall not exceed eight feet in height above

the finished grade. Multiple on-site signs advertising the name and services provided by the same business must be separated by a minimum of 330 linear feet of frontage along a public roadway.

2. Wall signs are permitted in this zone and the aggregate square footage of all wall signs displayed upon an individual wall shall not exceed 50 percent of the total square footage of the individual wall, not to exceed 150 square feet, where the square footage of the wall is measured in its entirety without regard to the placement or number of windows and doors. If the primary structure is located more than 200 feet from the nearest adjacent public roadway, the square footage may be increased to 250 square feet.
3. Those signs hanging or projecting over the right-of-way shall be placed a minimum of eight feet above the finished grade, shall not present a danger to the public and shall not alter the walking path of the public.
4. Banners are allowed only by permit in the B-1, C-1 and C-3 zoning districts.
5. Awning, marquee and monument signs are permitted in these zoning districts.
6. The following signs are prohibited: Off-site outdoor advertising signs (billboards), roof signs, inflatable displays, flashing signs, pole signs, post signs, multi-tenant business signs electronic message board signs, and portable signs.

E. Planned unit development (PUD):

1. The board of aldermen will assign freestanding and monument signage limitations at time of the adoption of a PUD rezoning.
2. Bypass signs are allowed along federal or state highways if authorized by the board of alderman at time of adoption of a PUD rezoning.
3. All PUD districts already designated as such at the time of the adoption of this article shall comply with R-5 zoning district guidelines.
4. Wall signs, awning signs, marquee signs, subdivision signs and kiosks, which reflect the general character of the area, are permitted.
5. Off-site outdoor advertising signs (billboards) are not permitted in PUD districts, unless approved by the board of aldermen at time of the adoption of a PUD rezoning.

(Ord. No. 2011-2, § 4, 4-5-11)

Sec. E. - Banners.

- A. All banners displaying commercial advertisements shall be displayed for a maximum of 15 calendar days per permit period.
- B. Banners are permitted for only six periods per location per calendar year.
- C. A banner permit shall be issued for a specific banner and shall be nontransferable.
- D. Banners shall not be affixed to poles, trees, wire utility lines or any publically-owned property.
- E. A banner shall not exceed 24 square feet in size **except for advertising a special event with approval of the Board of Aldermen.**
- F. Banners shall not be placed within ten feet of the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
- G. A banner shall not be located within a sight-distance triangle so that it substantially interferes with the view necessary for motorists to proceed safely through an intersection or to enter onto or exit from public streets, private roads or driveways.
- H. Banners shall not advertise alcohol or tobacco products.

- I. "Grand opening" banners are allowed one time only for a change in use or a change in occupancy of the premises from 15 days prior to the change in use or occupancy until 15 days after the change in use, ownership or occupancy. The grand opening banner shall require a permit, but shall not count as one of the six periods allowed for banners per year.
- J. One banner sign is allowed per premises during any period of road construction projected to last for a period of six months or more and involving more than one continuous mile of roadway. Such banner signs are allowed only for the duration of the roadway construction. Such banner signs shall not exceed 12 square feet in size and shall not face residential areas. Banner signs must be substantially attached to a building, as opposed to being mounted on poles and a permit is required.
- K. Banners are not allowed across public or private streets within the municipal boundaries, except as approved by the City of Starkville's Mayor and Board of Aldermen in conjunction with a special event. These banners shall not contain any commercial advertising. **Banners shall not exceed three feet high by thirty feet long. The banner shall have perforations to reduce the wind load and have eyelets spaced a maximum of 24" along the top and bottom for mounting.**
- L. Banners are intended for commercial uses and shall not be permitted in residential zoning districts except as specifically allowed elsewhere in this article.

(Ord. No. 2011-2, § 5, 4-5-11, **2017-X**)

Sec. F. - Balloons.

- A. Balloons no larger than 24 inches in diameter and attached to a lead no greater than six feet in length, and not extending above the roofline of the nearest structure, shall be allowed for a period not to exceed three days for special holidays, such as Valentine's Day, Easter and the Fourth of July and for the "grand openings" of new businesses.
- B. Balloons shall be placed a minimum of ten feet from the edge of the paved road, back of curb or the right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection.
- C. In a multi-tenant shopping center or office complex, the placement of balloons shall be limited to the front façade or primary entryway of the specific premises.

(Ord. No. 2011-2, § 6, 4-5-11)

Sec. G. - Bench signs.

- A. Bench signs are allowed only on benches authorized by an approved transit provider along established bus routes.
- B. Bench signs shall not advertise alcohol or tobacco products.
- C. No other bench signs are permitted.

(Ord. No. 2011-2, § 7, 4-5-11)

Sec. H. - Inflatable displays.

- A. Inflatable displays are allowed in residentially-zoned districts for holiday use.
- B. The maximum allowed height shall be 20 feet.
- C. The minimum setback shall be 20 feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- D. These displays shall not be placed on a roof structure.

(Ord. No. 2011-2, § 8, 4-5-11)

Sec. I. - Political signs.

Political sign means any sign of temporary construction, which supports any political candidate or issue. These signs are permitted in all zoning districts and shall conform to the following:

- A. Political signs shall not be placed within any public right-of-way.
- B. Political signs shall not be placed upon governmental buildings or adjacent lawns, or upon public utility poles or traffic control signage posts.
- C. Political signs may be placed on private property with the permission of the property owner.
- D. Political signs shall not be placed within the sight-distance triangle of any intersection.
- E. Political signs placed on tracts of land less than three acres in size shall not exceed six square feet in size.
- F. Smaller political signs (six square feet or less in size) placed on private property along roadways shall be placed at least ten feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- G. Political signs placed on tracts of land larger than three acres in size and/or along state or federally-designated roadways shall not exceed 16 square feet in size.
- H. Larger political signs (up to 16 square feet in size) placed on private property along roadways shall be placed at least 20 feet from the edge of the paved road or right-of-way line, whichever is greater.
- I. All political signs for the same candidate or issue shall maintain at least a 100-foot separation between political signs per parcel of land on which they are placed.
- J. Political signs erected or installed as permanent or semi-permanent signage, shall submit an application for a sign permit and be approved by the city's building department; standard signage regulations shall apply.
- K. Political signs shall not be erected or placed more than 90 days in advance of the election to which they pertain.
- L. All political signs shall be removed within three days following the election to which they pertain.
- M. If a political sign is not removed or is placed improperly, the city is authorized to remove the sign, even if it is placed on private property.
- N. If any political sign fails to comply with this article, the candidate or issue sponsor being advertised shall be responsible for any enforcement penalties and costs.

(Ord. No. 2011-2, § 9, 4-5-11)

Sec. J. - ~~Off-site outdoor advertising signs~~ Outdoor advertising sign (billboards).

~~Outdoor Advertising Signs (Billboards) are permitted in the C-2 and M-1 zoning districts of the City of Starkville under the following conditions:~~

- ~~A. Outdoor advertising signs may not be placed closer than 2,640 feet from any other outdoor advertising sign.~~
- ~~B. Outdoor advertising signs (billboards) shall be a maximum of two single-sided panels or one double-sided panel.~~
- ~~C. The size of the billboard is determined by the amount of linear frontage on a public street.~~

- ~~D. Two (2) square feet of signage is allowed for each foot of linear frontage on a public street to a maximum sign face of 288 square feet.~~
- ~~E. The total surface area of an outdoor advertising sign shall not exceed twelve (12) feet in height and twenty four (24) feet in width or a total area of 288 square feet and shall be a minimum of fifty (50) feet from the right-of-way.~~
- ~~F. The total height from the road grade shall not exceed forty five (45) feet.~~
- ~~G. Outdoor advertising signs may not be positioned less than sixty (60) degrees from the parallel to the right-of-way line toward which it is oriented.~~
- ~~H. The owner of an outdoor advertising sign shall promptly remove same upon expiration of the ground lease upon which it is located or when for structural reasons if it presents a safety hazard to the public.~~
- ~~I. Outdoor advertising signs shall not contain moving parts, flashing lights or beacons. They shall not emit sound and shall not be embellished with flags, banners, twirlers, balloons, streamers, pennants or any similar features.~~
- ~~J. Outdoor advertising signs may be either internally lighted or externally lighted provided that all external lighting is directed at the face of the sign and is shielded so as to prevent diffusion onto any adjoining properties, public roadways or airways.~~
- ~~K. Outdoor advertising signs utilizing electronic, digital and/or LED technology are allowed so long as the message changes at intervals no less than once every eight (8) seconds.~~
- ~~L. Furthermore, it shall be prohibited for any outdoor advertising sign to emulate any control message as may be ordinarily used to direct traffic.~~
- A. Classes of Outdoor Advertising Signs (Outdoor Advertising Signs- Billboards): All existing outdoor advertising signs within the City of Starkville shall be divided into two classes as follows:
 - 1. Class 1: Class 1 Outdoor Advertising Signs (Billboards) shall be those subject to the provisions of Sections 49-23-1 through 49-23-29 of the Mississippi Code of 1972 as the same exists on the effective date of this ordinance.
 - 2. Class 2: Class 2 Outdoor Advertising Signs (Billboards) shall include all such signs within the City of Starkville which are not regulated by the provisions of 49-23-1 through 49-23-29 of the Mississippi Code of 1972
- B. Prohibited Signs (Billboards): Billboards are hereby declared prohibited signs within the City of Starkville, subject to the right to remain within the City as Non-conforming Billboards.
- C. Non-conforming Billboards: Outdoor Advertising Signs (Billboards) which were legally in existence prior to the adoption of this Ordinance are declared Non-conforming Billboards. It is the intent of this section to recognize that the eventual elimination, as expeditiously and fairly as possible, of Non-conforming Billboards is as much a subject of health, safety, and welfare as it is the prohibition of new signs that would violate the provisions of this Ordinance. All Outdoor Advertising Signs (Billboards) heretofore lawfully constructed within the City of Starkville are hereby declared legal Nonconforming Billboards. All such Class 1 Non-conforming Outdoor Advertising Signs shall be classified as Class 1 Non-conforming Billboards. All such Class 2 Outdoor Advertising Signs are classified as Class 2 Non-conforming Billboards.
- D. Continuance of Class 1 Non-conforming Billboards: Class 1 Non-conforming Billboards may continue provided that the non-conforming billboard shall not be:
 - 1. Changed to or replaced with another non-conforming sign except to periodically change the sign face.
 - 2. Structurally altered so as to extend their useful life
 - 3. Expanded.
 - 4. Relocated except as hereinafter provided.

5. Re-established after damage of more than fifty percent (50%) of the value at the time of such damage or destruction.
 6. Modified in any way that would increase the degree of non-conformity of such sign.
- E. Continuance of Class 2 Non-Conforming Billboards:
1. Any non-conforming sign or sign structure which is partially destroyed by fire, accident, or natural cause beyond fifty percent (50%) of its current physical replacement costs shall thereafter be removed or reconstructed in conformance to the provisions of this Ordinance.
 2. Class 2 Non-conforming Billboards shall be removed according to the following schedule:
 - a. Signs with an original construction cost of less than \$250,000.00 – Ten Years
 - b. Signs with an original construction cost of \$250,000.00 or more –Twelve Years.
 3. It is the intent that all Class 2 Signs shall be removed not later than 12 years from the effective date of this ordinance. No improvements, relocations, repairs or modifications shall extend beyond the specified amortization period as defined above.
 4. The amortization of Class 2 Billboards shall begin as of the effective date of the adoption of this Ordinance.
- F. Strengthening or Restoring to a Safe Condition: Nothing in this Ordinance shall prevent the strengthening or restoring to a safe condition of any portion of a sign or structure declared unsafe by the Building Inspector. Such signs may be improved only to the extent that such improvement does not exceed fifty percent (50%) of the current physical replacement costs of the existing sign structure.
- G. Permits: All existing billboards and any relocated billboards shall be permitted by the Community Development Department. The owner of each billboard shall complete within 30 days of the effective date of this ordinance an application in the form to be determined by the Director of Community Development. A fee as established by the Board of Aldermen shall be paid for each permit issued. Any permit granted hereunder shall in no way create any rights not heretofore available to the owner of any billboard.
1. Upon the determination of the City of Starkville that a sign remains non-conforming after termination of the allowable time periods provided for hereinabove, the City shall notify the sign owner and/or the owner of the land on which the non-conforming sign is located and such owner shall have thirty (30) days after such written notice within which to remove said sign. At the end of the thirty (30) day period, if the sign has not been removed or brought into compliance, the City shall issue a summons in Municipal Court.
 2. Abandonment or obsolescence of a non-conforming sign shall terminate immediately the right to maintain such a sign. The Sign Owner shall have thirty (30) days to remove said sign after written notice from the City of Starkville.
 3. In the event a sign becomes subject to this ordinance as a result of annexation the amortization period set out above shall apply from and after the effective date of such annexation.
- H. Petition: The owner of any existing billboard may voluntarily petition the Mayor and Board of Aldermen to allow the relocation or modification of an existing billboard. Approval of any such Petition shall be conditioned on an overall net reduction in the number of billboards within the city by voluntary removal. The approval of the Mayor and Board of Aldermen is discretionary. At a minimum, the Petition shall set out the following:
1. A description of any modification to an existing sign.
 2. The existing and proposed locations of a relocated sign.
 3. The location of any signs proposed to be removed from within the City of Starkville
 4. An acknowledgement that the request is voluntary and that to the extent that compensation may have otherwise been required any such compensation is waived.

5. The time required to remove any existing signs.
6. Other such information as may be requested by the Community Development department.
- I. Net Reduction Required for Modification or Removal: No billboard may be substantially modified or moved unless the modification or relocation results in the removal of one or more existing billboards. The result must be a net reduction in the number of billboards in the City of Starkville.
- J. Modification: Modification(s) to existing billboards shall only be made upon approval by the Mayor and Board of Aldermen upon the Petition of the owner of the billboard. Any such modification(s) must be reviewed by Community Development Department who may provide a recommendation to the Mayor and Board of Aldermen. The approval of the Mayor and Board of Aldermen is discretionary. Approval shall only be granted if the Mayor and Board of Aldermen make an affirmative finding that the grant of the Petition will further the purposes of this Ordinance.
- K. If the petition is approved by the Board of Aldermen, then any such approved sign shall become a legal conforming sign.

(Ord. No. 2011-2, § 10, 4-5-11, 2017-X)

Sec. K. - Real estate signs.

Real estate signs advertising property for sale or lease shall conform to the following:

- A. C-2, M-1 and A-1 zoning districts.
 1. Signs of up to 32 square feet in size are allowed for properties with linear roadway frontages of 100 feet or more.
 2. For larger tracts of land for sale or lease, additional signs may be utilized so long as there is at least a 660-linear foot separation between the signs.
 3. Signs of up to 16 square feet in size are allowed for properties with less than 100 linear feet of frontage.
 4. On a corner lot, two sign faces may be placed together to form a "V-shaped" sign for visibility in both directions.
 5. All real estate signs shall be placed at least 20 feet from the edge of the paved road or the right-of-way line, whichever is greater.
 6. Signs advertising the rental, sale or lease of property shall be removed within 15 days after such action has been completed.
- B. C-1, C-3, B-1 and PUD zoning districts.
 1. Signs of up to 16 square feet in size are allowed for properties with linear roadway frontages of 100 feet or more.
 2. For larger tracts of land for sale or lease, additional signs may be utilized so long as there is at least a 330-linear foot separation between the signs.
 3. Signs of up to 12 square feet in size are allowed for properties with less than 100 linear feet of frontage.
 4. On a corner lot, two sign faces may be placed together to form a "V-shaped" sign for visibility in both directions.
 5. All real estate signs shall be placed at least 20 feet from the edge of the paved road or the right-of-way line, whichever is greater.
 6. Signs advertising the rental, sale or lease of property shall be removed within 15 days after such action has been completed.

C. Residential zoning districts.

1. Signs shall not exceed six square feet in size and shall be located at least ten feet from the edge of the paved road or right-of-way line, whichever is greater.
2. Off-site directional signage advertising an "open house" event shall be allowed subject to the following:
 - a. The sign shall be no greater than six square feet in size.
 - b. No more than two signs shall be utilized for each "open house" event.
 - c. The sign may be utilized from Friday afternoon until Monday morning; exceptions will be granted for extended holiday weekends.
 - d. The signs shall be placed so as not to interfere with driver's vision at an intersection.

(Ord. No. 2011-2, § 11, 4-5-11)

Sec. L. - Construction site identification signs.

- A. Construction site identification signs shall not exceed 32 square feet in size for nonresidential construction sites.
- B. Construction site identification signs shall not exceed 16 square feet in size for residential construction sites.
- C. Construction site identification signs shall be placed at least ten feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.
- D. Construction site identification signs shall not be placed within the sight-distance triangle of any intersection.
- E. Off-site signage providing directions to construction entrances shall be allowed upon the approval of the city planner and/or city engineer.
- F. Construction site identification signs shall be removed within 15 days after the issuance of a certificate of occupancy. This does not include banners and other signs that are permitted on a temporary basis by this article.

(Ord. No. 2011-2, § 12, 4-5-11)

Sec. M. - Directional signs.

- A. Directional signs shall be allowed to direct the reader to the location of public institutions, historical areas, emergency shelters, public parks, public buildings, or organizations identified by 26 U.S.C. § 501(c)(3) of the United States Internal Revenue Code to include, religious, educational, charitable, scientific, literary, testing for public safety, fostering national or international amateur sports competition, or preventing cruelty to children or animals.
- B. Each organization may have two off-premises directional signs. The signs shall be no larger than six square feet, and no higher than six feet, measured from the finished grade to the bottom of the sign. The sign shall be a minimum of five feet from the edge of the paved road, back of curb, or right-of-way line, whichever is greater, and shall not be placed within the sight-distance triangle of any intersection. There shall be at least a 25-foot spacing between such signs, measured from the outermost edge of one sign to the outermost edge of the next sign. The copy area of the sign may contain only the name of the organization, its logo and a directional arrow. In no instance shall a directional sign be allowed to be placed in the public right-of-way.
- C. Any sign which is not approved by the board of aldermen, government-sponsored, or placed by a government institution, such as local governments or state agencies, shall submit an application for a

sign permit and be approved by the City of Starkville City Engineer and Building Department after a determination by the city that said sign conforms with all traffic and sight-distance triangle requirements.

- D. Applications for placement of all directional signs shall only be submitted by entities which are located within the corporate boundary of the City of Starkville. Entities located outside the corporate boundary are prohibited from submitting applications for placement of directional signs on the public rights-of-way.
- E. If the applicant is denied a sign permit by the city, the applicant may submit a written grievance to the building department within ten calendar days after notification of the denial. Such grievance shall be submitted to the board of aldermen for final determination at the next regularly scheduled meeting.
- F. All signs that are permitted by this article shall be kept in good repair and shall be legible. All signs whose message is not determinable by reason of normal wear and tear, graffiti, destruction, whether by the elements or by man, and that are not representative of good condition must be replaced within 30 days after the owners of such signs are notified by the city, that such signage does not conform to this article.

(Ord. No. 2011-2, § 13, 4-5-11)

Sec. N. - Inspection, removal and safety.

- A. All signs shall be kept in good repair and in safe, neat, clean and attractive condition.
- B. All signs shall comply with the pertinent requirements of the current adopted International Building Code and the National Electric Code.
- C. No sign shall be placed within the sight-distance triangle of any intersection.
- D. Upon failure to comply with this notice, the code enforcement inspector ~~shall initiate the administrative adjudication process to enforce compliance with this article.~~ **shall issue a summons to municipal court**
- E. The code enforcement inspector may remove or have a sign removed at the expense of the person, organization, business or entity responsible for the sign, immediately and without notice if the sign presents an immediate threat to the safety of the public. Any sign removed shall be done so at the expense of the person, organization, business or entity responsible for the sign.
- F. The code enforcement inspector shall be authorized to physically remove a sign or banner if this can be accomplished without possible harm to the inspector, violator or the general public. The sign or banner will be stored at city hall for a period of not more than ten days for collection by the person, organization, business or entity responsible for the sign.

(Ord. No. 2011-2, § 14, 4-5-11, **2017-X**)

Sec. O. - Permits required.

- A. This permit can be obtained from the building department or the code enforcement office.
- B. The size and type of sign will determine the cost. The costs of these permits shall be determined by resolution of the mayor and board of aldermen.
- C. All permanent signs, whether new or replacement, shall obtain a building permit from the building department.
- D. If any sign or banner is erected or installed prior to the issuance of a permit for such signage and banners, the permit fee shall be triple the regular permit fee amount.
- E. Three or more violations in a calendar year by individuals, businesses or sign installation companies, shall result in the loss of signage erection/installation privileges for one year from the date of the action.

(Ord. No. 2011-2, § 15, 4-5-11)

Sec. P. - Signs exempted from permitting.

The following signs and banners are subject to all provisions of this article, but are exempted from all permitting requirements.

- A. Political signs as defined by this article.
- B. Nondirectional and noncommercial signs that do not exceed four square feet in area do not have to maintain a permit, but shall comply with the ordinance guidelines for placement.
- C. Signs and banners placed upon the property of any public or private school, college or university supported entirely or partly by taxation, or by individual payments of tuition from attending students, or upon the property of any fraternal or social institution recognized as a student organization by such school, college or university, provided that the advertising contained on such sign or banner is directly related to an on-site activity conducted by such school, college, university or fraternal or social organization.
- D. Signs and banners placed upon the property of churches, provided that the advertising contained on such sign or banner is directly related to an on-site activity conducted by such church.
- E. Signs and banners placed upon the property of not-for-profit organizations that have valid 501(c)3 status, provided that the message contained on such sign or banner is directly related to an on-site activity conducted by such not-for-profit organization.
- F. The following regulations shall apply to all such signs and banners referenced in this section:
 - 1. Signs and banners shall be removed within 15 days of erection or installation.
 - 2. Signs and banners shall not be affixed to poles, trees, wire utility lines or any publically-owned property.
 - 3. Signs and banners shall not exceed 24 square feet in size.
 - 4. Signs and banners shall not be placed within ten feet of the edge of the paved road, back of curb or the right-of-way line, whichever is greater.
 - 5. Signs and banners shall not be placed within any sight-distance triangle.
- G. Schools, parks and athletic fields.
 - 1. Signage for public schools, private schools, parks and athletic fields, which is located internally on the site and not generally intended to be viewed from the adjacent roadways, or are at least 150 feet from the nearest adjacent roadway, shall be exempt from the general requirements of this article. Signage located adjacent to roadways, or intended to be viewed from roadways, shall comply with the appropriate sections of this article.
 - 2. The intent of this section is to allow flexibility for signage on a large site or campus setting which is generally not visible from adjacent roadways and unique or specific to the site or use of the property.
 - 3. Examples of these signs include, but are not expressly limited to, directional and/or "wayfinding" signs, informational signs for nature trails and/or exercise circuits, informational kiosks, sponsorship signs placed internally on athletic fields, electronic and manual message boards or centers, and scoreboards.
 - 4. Such signage shall require a permit and approval shall be at the discretion of the city planner. Appeals of the denial of such a permit shall be submitted to the chief administrative officer for review by the mayor and board of aldermen at their next regularly scheduled meeting.

(Ord. No. 2011-2, § 2, 4-5-11)

Sec. Q. - Nonconforming signs.

- A. In instances where a sign is nonconforming to any of the requirements of this article, such sign and any supporting structure may be allowed, although such a sign does not conform to the provisions hereof.
- B. No such nonconforming sign or sign structure may be enlarged or altered in any way which increases its nonconformity.
- C. Any nonconforming sign or sign structure which is partially destroyed by fire, accident, or other natural or man-made cause beyond 50 percent of its fair market value, shall thereafter be removed or reconstructed to comply with the provisions of this article.
- D. Any nonconforming sign or sign structure which is improved, altered or reconstructed to comply with the provisions of this article shall thereafter be considered as conforming.
- E. For purposes of determining fair market value of the sign or sign structure, the property owner or the owner of the sign or sign structure, must furnish acceptable proof of the sign's original cost in the form of:
 - 1. Original value from sign permit, if available.
 - 2. An original bill of sale, including installation costs, fees, etc.
 - 3. Depreciation schedules from federal or state tax returns showing original cost.
- F. Any alteration or maintenance of a nonconforming sign such as painting of panels or frame, changing outface panels, or repairs to frame or panel requires a permit from the building department.
- G. Movement of a portable sign to conform to setback regulations does not invalidate the nonconforming status of the sign.
- H. Abandonment or obsolescence of a nonconforming sign shall terminate immediately the right to maintain such a sign.
- I. The addition of a manual or electronic message board up to 16 square feet in size, to the existing supporting structure of a nonconforming sign does not invalidate the nonconforming status of the sign.

(Ord. No. 2011-2, § 17, 4-5-11)

Sec. R. - Amortization of nonconforming signs.

- A. The following nonconforming signs shall be removed, changed, altered, or otherwise made to comply with the provisions of this article within a ten-year amortization period:
 - 1. Monument signs.
 - 2. Multi-tenant business signs.
 - 3. Pole signs.
 - 4. Roof signs.
- B. The ten-year amortization period shall begin from the effective date of the adoption of this article, or May 5, 2011.
- C. All nonconforming wall signs shall be removed or brought into compliance within one year from the effective date of this article.
- D. All nonconforming window signs shall be removed or brought into compliance within 180 days from the effective date of this article.
- E. Upon determination of the City of Starkville that a sign remains nonconforming after termination of the amortization period provided above, the city shall notify the sign owner and/or the owner of the land on which the nonconforming sign is located, and such owner shall have 30 days after written notice is

received within which to remove said sign or bring it into compliance. At the end of the 30-day period, if the sign has not been removed or brought into compliance, ~~the city shall issue a summons to appear before the city's administrative hearing officer.~~ **the code enforcement inspector shall issue a summons to municipal court.**

- F. In the event that a sign becomes subject to this article as a result of annexation into the City of Starkville, the amortization period set forth in this section shall apply from and after the effective date of such annexation.
- G. This amortization schedule shall not affect signage which was erected and/or installed in accordance with Sign Ordinance Number 2008-10.
- L. **This amortization schedule shall not apply to Class I type Outdoor Advertising (Billboard) Signs as defined in Appendix A- Zoning, Article IX.- Signage, Section J, A, 1.**

(Ord. No. 2011-2, § 18, 4-5-11, **2017-X**)

Sec. S. - Sign restrictions and prohibitions.

- A. Any sign not permitted by this article shall be prohibited.
- B. No sign shall be placed on the public right-of-way with the exception of traffic control and directional signage.
- C. Post signs shall be removed within a period of 90 days from the effective date of this article.
- D. Discontinued signs not in use for a period of 90 days or more shall have the sign face, not the sign structure, removed, by painting over the sign face or replacing the sign face with a blank insert.
- E. Snipe signs are prohibited in all zoning districts.
- F. Inflatable displays are allowed in residentially-zoned districts only for holiday use.
- G. Any use of searchlights is prohibited, except for airport operations.
- H. Motor vehicle signs are prohibited except when the motor vehicle is actively engaged in making deliveries, pick-ups or otherwise actively in use and has as its primary purpose some use other than a sign.
- I. Banners, pennants, balloons and streamers are prohibited, except as specifically permitted by this article.
- J. No sign shall be located within a sight-distance triangle so that it substantially interferes with the view necessary for motorists to proceed safely through an intersection or to enter onto or exit from public streets, private roads or driveways.
- K. No sign may be erected so that by its location, color, size, shape, nature or message it would tend to obstruct the view of or be confused with official traffic signs or other signs erected by governmental agencies.
- L. All signs must be designed to withstand sustained wind speeds of 90 miles per hour with three-second gusts.
- M. No sign may be constructed, erected, moved, enlarged, illuminated or altered except in accordance with the provisions of this article.
- N. No person, organization, business or entity, may, for the purpose of increasing or enhancing the visibility of any sign, damage, trim, destroy or remove any trees, shrubs or other vegetation located within the right-of-way of any public street or road, unless the work is done pursuant to the expressed written authorization of the city planner or city engineer.
- O. If, in the future, the mayor and board of aldermen adopt zoning overlay districts which include specific design standards and criteria for signage, then those shall take precedence over this article.

(Ord. No. 2011-2, § 19, 4-5-11)

Sec. T. - Enforcement.

- A. The City of Starkville City Planner and Code Enforcement Inspector shall be directed to enforce all of the provisions of this article.
- B. Any signs not complying with this article may be collected by the code enforcement inspector and stored at city hall for a period not to exceed ten days, at which time the signs shall be disposed of.
- C. Any person, organization, business or entity, violating any provision of this article shall, upon conviction, be fined and also pay any administrative costs for each offense, and each day such violation continues, shall constitute a separate offense. These fines and costs shall be determined by resolution of the mayor and board of aldermen.
- D. Noncompliance and/or nonpayment of fines and/or costs by business owners may result in suspension or revocation of city privilege license.
- E. Ultimately, the property owner shall be responsible for payment of any and all fines and/or costs not collected from the violator after 90 days.
- F. The ~~administrative adjudication process~~ **municipal court** shall be the ~~preferred~~ method of prosecuting violations of this article for the City of Starkville.

(Ord. No. 2011-2, § 20, 4-5-11, **2017-X**)

Sec. U. - Variances ~~and exceptions~~.

- A. The City of Starkville's Board of Adjustments and Appeals shall review any variance requests regarding the dimensional requirements of this article. ~~The application fee for such reviews shall be determined by resolution of the mayor and board of aldermen.~~ **at a public hearing during a regularly scheduled meeting of the Board of Adjustment and Appeals upon application to the Planning Department.**
- B. The City of Starkville's ~~Mayor and Board of Aldermen~~ **Planning and Zoning Commission** shall review any ~~exceptions~~ **requested non-dimensional variance** from the requirements of this article **at a public hearing during a regularly scheduled meeting of the Planning and Zoning Commission upon advance notice to the city planner or chief administrative officer.** **application to the Planning Department.**
- C. Upon recommendation of approval for a variance, the Board of Aldermen shall make final approval at the next regularly scheduled meeting. Any person aggrieved by the recommendations of approval or denial by the Board of Adjustment and Appeals or the Planning and Zoning Commission in regards to a sign variance, may within five business days file a written request to the Planning Department for a public hearing with the Board of Aldermen for affirming, modifying or reversing the recommendations of the Board of Adjustment and Appeals or the Planning and Zoning Commission.

(Ord. No. 2011-2, § 21, 4-5-11, **2017-X**)

A public hearing will be conducted by the City of Starkville Board of Alderman to consider a request for a Use by Exception by John Hartlein on behalf of Game Day Retreats, LLC to allow a nonconforming sign to be placed at the Sundance Development located on the west side of the intersection of South Montgomery Street and Yellow Jacket Drive with the property number 102H-00-192.00. The property is legally described as follows:

Commerce at the Southeast corner of Lot 7-B of Block 37 as shown on the Michael Baker Official Map of the City of Starkville, 1974 Edition and run North 89 degrees 26 minutes West a distance of 20.0 feet: Thence run South along the West right-of-way of South Montgomery Street a distance of 521.0 feet to the POINT OF BEGINNING: Thence run South along the West right-of-way of South Montgomery a distance of 151.0 feet:

Thence run West a distance of 301.0 feet: Thence run North a distance of 151.0 feet: Thence run East a distance of 301 feet to the POINT OF BEGINNING.

Being a part of Lot 7 of Block 92 as shown on the Michael Baker Official Map of the City of Starkville, 1974 Edition.

The public hearing will be held Wednesday, November 21, 2017 at 5:30 PM in the Courtroom of City Hall located on the first floor at 110 West Main Street, Starkville, Mississippi.

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

Daniel Havelin, City Planner

Emily Corban, Assistant City Planner



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 11-21-2017
PAGE: 1

SUBJECT: Consideration of the City of Starkville enacting a bollard plan to further promote the health, safety and welfare of its citizens.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

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

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval that the City of Starkville proceed with drafting a Bollard Plan and have that plan, which will establish specific bollard locations, presented to the Board of Alderman during its regular meeting on December 5, 2017.



AGENDA ITEM DEPT.: Administration IX.B.

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

AGENDA DATE: November 21, 2017

PAGE: 1 of 3

SUBJECT: Consideration of approving a Mayor's Mural program for establishing art projects around public spaces in the City of Starkville.

AMOUNT & SOURCE OF FUNDING: Funding to come from donations from citizens around the community and in conjunction with projects in other locations both private and public.

FISCAL NOTE: A fund has been set up to hold donated funds to support the projects.

AUTHORIZATION HISTORY: This is a new program that is part of a community wide effort to provide art in local public spaces and on private property to enhance our community through education and beautification and appreciation of the arts.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the establishment of a Mayor's Mural program for the purpose of promoting art in local public and private spaces throughout town.



AGENDA ITEM DEPT.: Administration IX.C.

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

AGENDA DATE: November 21, 2017
PAGE: 1

SUBJECT: Consideration of approving a proposed annexation study as shown by Slaughter & Associates

AMOUNT & SOURCE OF FUNDING: Board has approved the engagement of Slaughter & Associates for the annexation study.

FISCAL NOTE:

AUTHORIZATION HISTORY: This exercise was approved by the Board.

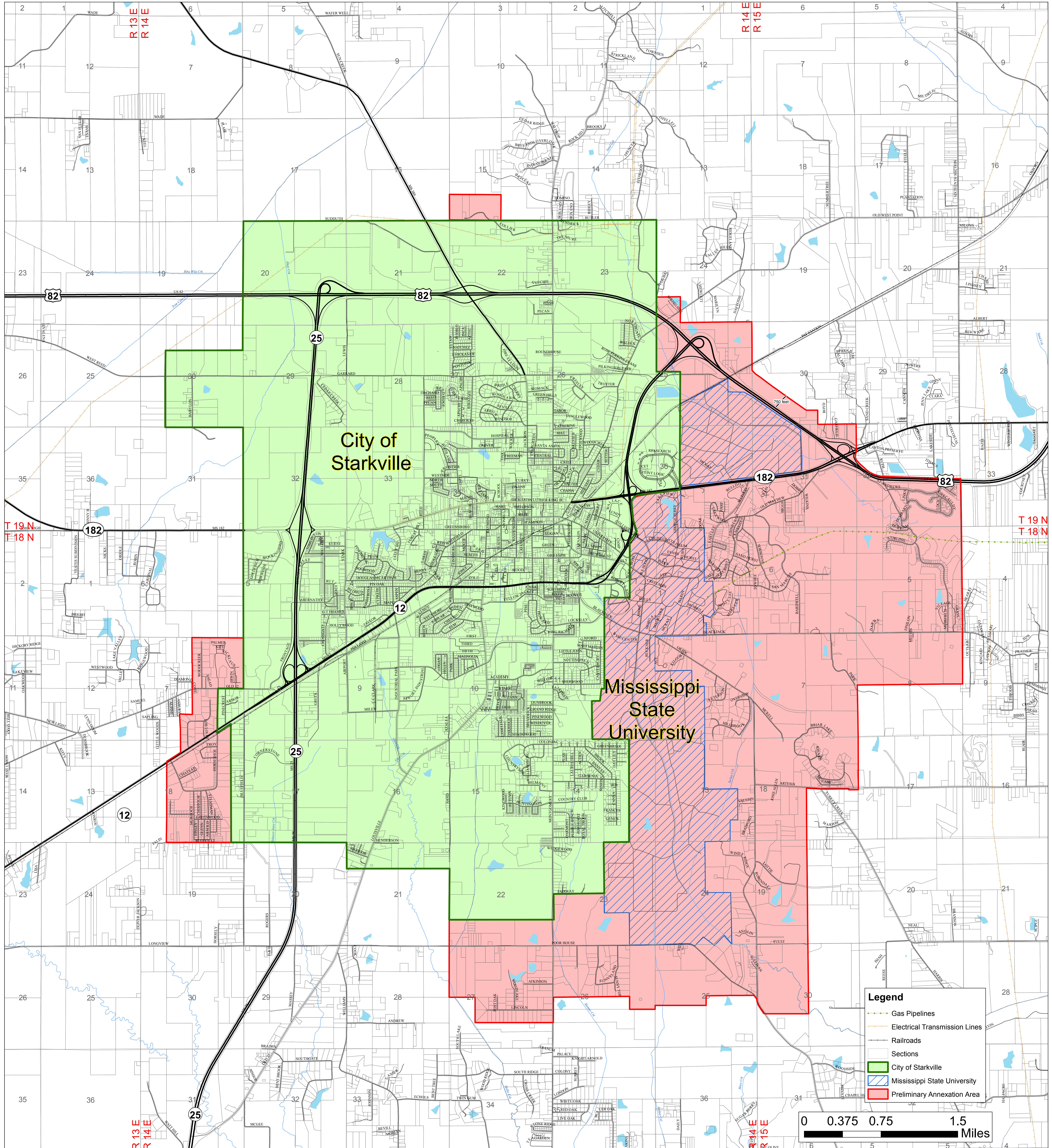
**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the Slaughter and Associates proposed study area for annexation purposes.



Mayor and Board Approval Map Annexation Study Area Boundary City of Starkville, Mississippi



AGENDA ITEM DEPT.: Administration IX.C.

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

AGENDA DATE: November 21, 2017

PAGE: 1

SUBJECT: Consideration of approving a Complete Streets Policy for the City of Starkville

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: This has no fiscal impact that is not already contemplated through our capital improvement plan.

AUTHORIZATION HISTORY: This is a program that was considered by the city when it was first initiated in the State of Mississippi by MDOT and several of the larger municipalities, i.e. Tupelo, Jackson, Ridgeland and the Gulf Coast.

This policy enhances the ability of the city to obtain grant funding from such entities as Blue Cross Blue Shield and is part of a Safe Routes to School National Partnership for the MS network. It is an aspirational policy that is in conformance with the current unwritten policy and practice of the City of Starkville. This adoption will formally show the city's commitment to all modes of inclusive and safe transportation. It allows for reasonableness and feasibility in our ability to meet the goals of multiple modes of transit for all of our transportation corridors.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill

SUGGESTED MOTION:

Move approval of the Complete Streets Policy for the City of Starkville.

A RESOLUTION TO ADOPT A "COMPLETE STREETS" POLICY IN THE CITY OF STARKVILLE

WHEREAS, the City of Starkville policy as stated in the Comprehensive Plan is to reduce the number of car trips, increase energy efficiency, and encourage walking and bicycling as safe, convenient and widely available modes of transportation for all people; and

WHEREAS, increasing walking and bicycling offers the potential for improved health, reduced traffic congestion, a more livable community, and more efficient use of road space and resources; and

WHEREAS, the Complete Streets guiding principle is to design, operate and maintain streets to promote safe and convenient access and travel for all users, including residents who do not or cannot drive, such access to include sidewalks, bicycle paths, multi-use paths, vehicle lanes, and transit stops; and

WHEREAS, other jurisdictions and agencies nationwide have adopted Complete Streets legislation including the U.S. Department of Transportation, the state of Tennessee, and communities in Alabama, Arkansas and Mississippi; and

WHEREAS, the City of Starkville will implement Complete Streets policy by designing, operating and maintaining the transportation network to improve travel conditions for bicyclists, pedestrians, cars, transit and freight in a manner consistent with, and supportive of, the surrounding community; and

WHEREAS, the City of Starkville recognizes the number of cost-effective improvements to existing roads that can increase access and safety, including crosswalks, bicycle lanes, signage, bulb outs, on-street parking, adding landscaping including trees, and improving the signalization of traffic lights; and

WHEREAS, the City of Starkville will implement policies and procedures with the construction, reconstruction or other changes of transportation facilities to support the creation of Complete Streets including capital improvements, re-channelization projects and major maintenance, recognizing that all streets are different and in each case user needs must be balanced;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF STARKVILLE AS FOLLOWS:

Section 1. The City of Starkville will support the city staff as they plan for, design and construct all new City transportation improvement projects to provide wherever possible appropriate accommodation for pedestrians, bicyclists, motorists, and persons of all abilities, while promoting safe operation for all users, as provided for below.

Section 2. The City of Starkville recognizes the importance of sidewalks and bicycle paths and will incorporate the Complete Streets principles as follows:

1) Wherever reasonably possible, a 4' wide paved shoulder shall be included with construction of all new roadways constructed or with the resurfacing or reconstruction of a roadway when roadways traffic is greater than 1,000 vehicles per day. Paved shoulders have safety and operational advantages for all road users in addition to providing a place for bicyclists and pedestrians.

2) Sidewalks, shared use paths, street crossings (including over and under passes), pedestrian signals, signs, street furniture, transit stops, and other facilities, shall be designed, constructed, operated, and maintained so that all pedestrians, including people with disabilities, can travel safely and independently as much as feasibly possible.

3) Bicycle and pedestrian ways shall be established in new construction and reconstruction projects undertaken by the City of Starkville in keeping with the proposals of the Comprehensive Plan unless one or more of these conditions exist: a) Bicyclists or pedestrians are prohibited by law from using the roadway. In this instance, a greater effort may be necessary to accommodate bicyclists and pedestrians elsewhere within the right of way or within the same transportation corridor. b) The cost of establishing bikeways or walkways would be excessively disproportionate to the total cost of the transportation project. "Excessively disproportionate" is defined as exceeding twenty percent of the total cost. In such case, the entity developing or redeveloping the road may choose to include bicycle and/or pedestrian ways although they would not be required. c) Severe topographic or natural resource constraints exist that preclude expanding roadway paving without incurring excessive costs. d) There is very low population density and scarcity of residents or other factors indicate an absence of present and future need.

Section 3. Complete Streets principles will not apply where extraordinary circumstances exist, such as:

- 1) During ordinary maintenance activities designed to keep assets in serviceable condition (e.g., mowing, cleaning, sweeping, spot repair and surface treatments such as chip seal, or interim measures on detour or haul routes);
- 2) Where the Board of Aldermen issues a documented exception concluding that application of Complete Street principles is inappropriate because it would be contrary to public benefits or safety;
- 3) Where other parallel accommodation exists; or
- 4) Where there is a demonstrated absence of present and future need.

Section 4. Complete Streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance activities over time. It is the Mayor's and Board of Aldermen intent that all potential sources of transportation funding be considered to implement Complete Streets. The City of Starkville believes that maximum financial flexibility is important to implement Complete Streets principles.

Section 5. The City of Starkville will use a flexible and context sensitive design approach for Complete Streets informed by guidance from the American Association of State Highway Officials (AASHTO), Mississippi and other State Departments of Transportation, the Institute of Transportation Engineers (ITE), the National Association of City Transportation Officials (NACTO), the Americans with Disabilities Act (ADA), the Public Right-of-Way Accessibility Guidelines (PROWAG), and other design standards.

Section 6. The City of Starkville is dedicated to working together with the Mississippi Department of Transportation, The Oktibbeha County Board of Supervisors, and Mississippi State University to incorporate the Complete Streets policies in areas where City, County, and/or University roads and pathways overlap.



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

**AGENDA ITEM DEPT.: MAYOR
AGENDA DATE: 11-21-2017
PAGE: 1 of 1**

SUBJECT:

Discussion and consideration to transfer a 2013 Ford Explorer VIN# 1FM5K8AR1DGCO6898 from Starkville Mayor Inventory to Starkville Park and Recreation Inventory.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

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

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval the transfer of a 2013 Ford Explorer VIN# 1FM5K8AR1DGCO6898 from the Starkville Mayor Inventory to the Starkville Park and Recreation Inventory.



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 11.21.17
PAGE: 1

SUBJECT: Discussion and consideration of amending the Smoking Ordinance, 2008-08 as amended by Ordinance 2017-07, City of Starkville Code of Ordinances, Chapter 82, Article IV, Code Section 82-91 Et Seq. to include an indoor smoking exemption.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:** Alderman Ben Carver

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move for approval to amend the Smoking Ordinance, 2008-08 as amended by Ordinance 2017-07, City of Starkville Code of Ordinances, Chapter 82, Article IV, Code Section 82-91 Et Seq. to include an indoor smoking exemption.



AGENDA ITEM DEPT.: Board

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

AGENDA DATE: November 21, 2017
PAGE: 1

SUBJECT: Consideration of approving a location for a prototype tactical urbanism project on University Drive in front of the Oktibbeha County Library.

AMOUNT & SOURCE OF FUNDING: TBD and source would be in-kind services and donated funds

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This request is part of a way to increase the pedestrian nature of the downtown connection with the Cotton District and the University.

**REQUESTING
DEPARTMENT:** Administration

**DIRECTOR'S
AUTHORIZATION:** Alderman Walker

FOR MORE INFORMATION CONTACT: Alderman Walker or Mayor Spruill

SUGGESTED MOTION:

Move approval of the location for the prototype tactical urbanism project on University Drive in front of the Oktibbeha County library.





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tactical urbanism



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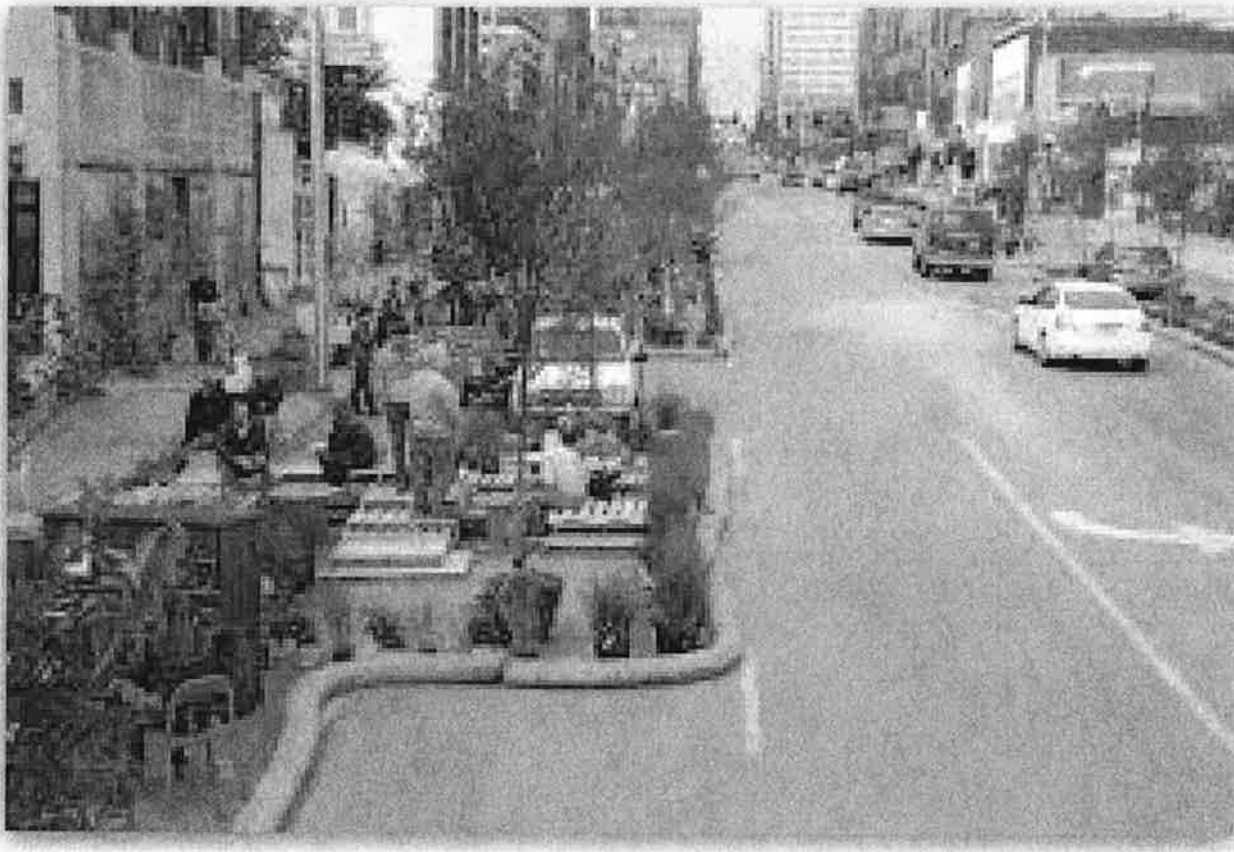
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Commentary

Will tactical urbanism find a home in Charlotte?

Martin Zimmerman (/node/9684) | Feb 24, 2015



A group enjoys a parklet-for-a-day in front of Discovery Place on North Tryon Street. Photo: Courtesy Completeblocks.com

Mike Lydon and Anthony Garcia's much anticipated *Tactical Urbanism - Short Term Actions for Long-Term Change* (<http://islandpress.org/tactical-urbanism>) is due out in a few weeks. Reading the galleys brings to mind how widespread and quickly this global movement has grown, Charlotte and Raleigh being no exception.

The term tactical urbanism refers to quick, often temporary projects aimed at making a city, or city neighborhood more walkable, more engaging, or just more fun. It's spontaneous, experimental and pragmatic: Let's try something and see how it works. If it doesn't, try it a different way or go back to square one.

I got to know primary author Lydon, a Millennial-generation urban planner, shortly before he relocated from Miami to Brooklyn, New York. He now globe-trots as a movement spokesperson and consultant to locales as far afield as Christchurch, New Zealand.

This book is an entertaining, no-nonsense and slightly irreverent read with lots of good examples. They signal a growing and significant shift in how we can take part in altering and improving place-making in cities. As Lydon explains, a key motivation behind tactical urbanism is to short-circuit the red-tape and frustrating delays of the conventional planning and building process. It gets the basic elements of projects on the ground quickly and cheaply, even if at times doing so goes "outside the system."

Lydon emphasizes tactical urbanism's special appeal with the Millennial generation, partly because of the huge role social media has played in its success and partly because so many city-living Millennials are restless for change. Projects can be easily identified with catchy monikers like Intersection Repair, DIY Crosswalks, DIY Bike Lanes, Open Streets, Build a Better Block, Walk [Your City], Pop-Up Retail and Pop-Up Plazas. Numerous examples span the country from a parking lot conversion in Somerville, Mass., to the revival of portions of the Broad Avenue corridor in a run-down neighborhood of Memphis.

Tactical urbanism pilot projects can legitimately occur anywhere along what the book calls a "tactical spectrum," from illegality to full government sanction.





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

AGENDA ITEM DEPT.: Board of Aldermen

AGENDA DATE: November 21, 2017

PAGE: Page 1 of 1

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.

As of Thursday, November 16, 2017, 11:30 AM, Staff has not received revised drawings or covenants.

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: Aldermen David Little

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-232-2525 ext 3119

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 21, 2017
PAGE: Page 1 of 1

SUBJECT:

Discussion and consideration of travel to Oxford, MS for Mike St. Louis to attend the Building Officials Association of Mississippi 2017 Winter Training Meeting.

AMOUNT & SOURCE OF FUNDING

001-281-690-553

Hotel: \$214.00
Registration: \$100.00
Meals: \$192.00

Total: \$506.00

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of travel for Mike St. Louis to travel to Oxford, MS for the Building Officials Association of Mississippi 2017 Winter Training Meeting with cost not to exceed \$550.



BUILDING OFFICIALS ASSOCIATION OF MISSISSIPPI

P. O. Box 2453
Ridgeland, MS 39158

2017 WINTER TRAINING APPLICATION

Please complete this application and mail it, along with your check (no credit cards please) to the Treasurer at the address shown below.

Date: _____

Name: Mike ST. Louis

Position: Building Inspector

Jurisdiction / Employer: CITY OF STARKVILLE

Address: 110 W MAIN ST. P.O. Box: _____

City: STARKVILLE ST: MS Zip Code 39759

Telephone: 662-323-8012 Fax: 662-323-4143 Mobile: 662-418-1313

Email address: M.STLOUIS@CITYOFSTARKVILLE.ORG

Website: CITYOFSTARKVILLE.ORG

WINTER TRAINING REGISTRATION: Member \$100.00.

Non-Member fee &130.00

Enclosed is a check (no credit cards please) made payable to BOAM in the amount of

\$ 100.00

2017 Building Officials Association of Mississippi Winter
Training **December 6th through December 8th 2017**



400 North Lamar Blvd, Oxford, Mississippi 38655
662-234-3031

PLEASE ARRANGE FOR YOUR OWN RESERVATIONS AT THE GRADUATE OXFORD HOTEL
Deadline for reserving a room is Nov. 6th for the special rate of \$107.00 per night

Return completed application and your payment to: **Brian Measells, BOAM Treasurer**
P.O. Box 2453
Ridgeland, MS 39158

For more information please contact Bill Carrigee, BOAM President (228)222-0176,
Brian Grissom, BOAM Vice President (662)213-5407, James Gentry BOAM Secretary
(901)461-3907 or visit the BOAM website.



A PROUD MEMBER OF THE INTERNATIONAL CODE COUNCIL



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 21, 2017
PAGE: Page 1 of 6

SUBJECT:

Discussion and Consideration of EX 17-02 a request by John Hartlein for an Exception for the use of a pole sign at Sundance Condos in a R-3 zone with the parcel number 102H-00-192.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant has placed, without a sign permit, a pole sign at the entrance to Sundance Condos. Pole signs are not allowed in any zone with the City. City staff became aware of the sign and notified the applicant that the sign was not compliant with City code. The applicant requested an Exception to continue using the pole sign.

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:



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ALDERMEN
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Board of Aldermen
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: EX 17-02 Request for an Exception for the use of a pole sign at Sundance Condos in a R-3 zone with the parcel number 102H-00-192.00
Date: November 14, 2017

The purpose of this report is to provide information regarding the request by John Hartlein for an Exception for the use of a pole sign at Sundance Condos on South Montgomery Street in a R-3 zone with the property 102H-00-192.00. Please see attachments 1- 3.

BACKGROUND INFORMATION:

The applicant has placed, without a sign permit, a pole sign at the entrance to Sundance Condos. City staff became aware of the sign and notified the applicant that the sign was not compliant with City code. The applicant requested an Exception to continue using the pole sign.

CODE SECTION:

APPENDIX A – ZONING ARTICLE IX. – SIGNAGE

Sec. C. – Definitions

Pole sign means any sign erected, constructed, or maintained for the purpose of displaying outdoor advertising by means of posters, pictures, pictorial and/or reading matter when such sign is supported by one or more upright poles, posts, columns, or braces affixed in the ground or on the ground and not attached to any part of a building. By adoption of this article, pole signs shall be considered nonconforming signs and no new pole signs shall be permitted.

Sec. D. - Sign requirements for zoning districts.

- A. *Agricultural district (A-1) and residential districts (R-E, R-1, R-2, R-3, R-3A, R-4, R-4A):*
- 1. In residential zoning districts, a sign is permitted to advertise a permitted home occupation when attached to the dwelling and shall not be over six square feet in area. There shall be no public display of goods and/or services and the sign shall not be illuminated.*
 - 2. A single name plate sign is permitted at each residence so long as it is not more than one square foot in size, unlighted and placed at least five feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.*
 - 3. Banners are permitted in these zoning districts so long as they are used for aesthetic and/or festive purposes such as seasons, holidays, family occasions,*

athletic team events or similar events. Permits are not required for these noncommercial banners.

4. *Subdivision signs are permitted and shall conform to the following:*
 - a. *One subdivision sign shall be permitted for each entrance into a subdivision.*
 - b. *Subdivision signs shall not exceed 32 square feet in size.*
 - c. *Subdivision signs shall not exceed a maximum height of eight feet above the crown of the adjacent roadway.*
 - d. *Subdivision signs shall not be placed within the sight-distance triangle of any intersection and/or shall be placed at least five feet from the edge of the paved road, back of curb or right-of-way line, whichever is greater.*
 - e. *All subdivision signs existing at the time of adoption of this article shall be allowed to remain as nonconforming signs. If replacement were ever to become necessary, the new subdivision sign shall be required to comply with this section.*
5. *The following signs are prohibited: Electronic message board signs, canopy, marquee or awning signs, illuminated signs, wall signs, offsite outdoor advertising signs (billboard), roof signs, pole signs, multi-tenant business signs, and portable signs.*

Sec. U. - Variances and exceptions.

- A. The City of Starkville's Board of Adjustments and Appeals shall review any variance requests regarding the dimensional requirements of this article. The application fee for such reviews shall be determined by resolution of the mayor and board of aldermen.
- B. The City of Starkville's Mayor and Board of Aldermen shall review any exceptions from the requirements of this article at a regularly scheduled meeting, upon advance notice to the city planner or chief administrative officer.

Attachment 1
EX 17-02 Aerial



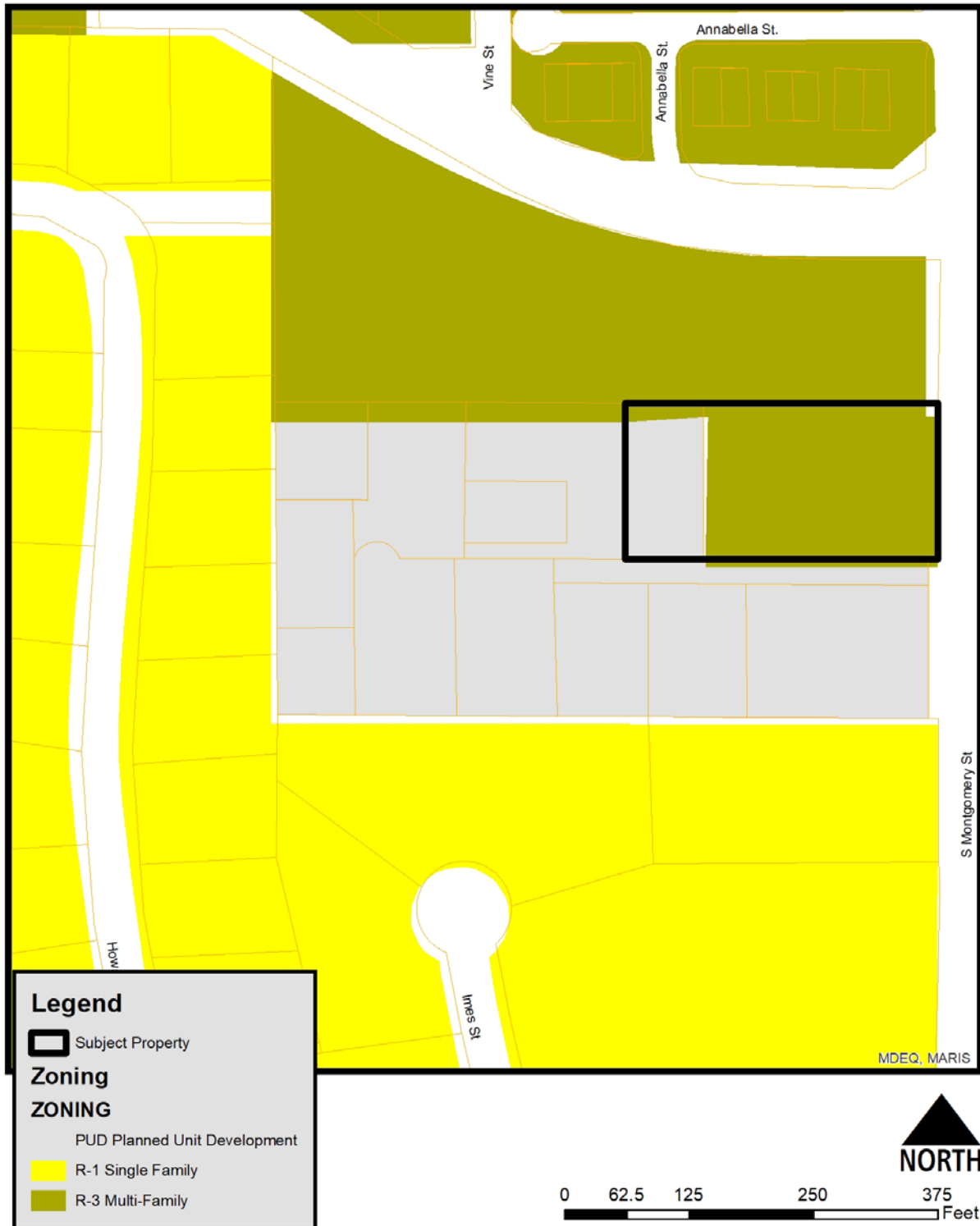
Legend

 Subject Property

0 62.5 125 250 375
Feet



Attachment 2 EX 17-02 Zoning



Attachment 3- Existing Pole Sign





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 21, 2017
PAGE: Page 1 of 10

SUBJECT:

Discussion and Consideration of FP 17-08 Final Plat approval for subdividing +-224.30-acre parcel into 4 lots as part of Phase I of Cornerstone Park located on the southwest corner of the intersection of MS Hwy 12 W and MS Hwy 25 Bypass in a M-1/C-2 zone

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Clyde L. Pritchard on behalf of Oktibbeha County Economic Development Authority for Final Plat approval for subdividing a +-224.30 parcel into 4 lots as part of Phase I. The proposed subdivision is named "Cornerstone Industrial Park- Phase 1". The proposed subdivision is located in an M-1/C-2 zone. The proposed subdivision is located on the southwest corner of the intersection of MS Hwy 12 W and MS Hwy 25 Bypass. The Preliminary plat was approved by the Board of Alderman on August 21, 2007. The plat was reviewed at a special call Development Review Committee meeting on November 7, 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 M-1 and C-2 dimensions.
3. Erosion control vegetation shall be established on all disturbed areas.
4. 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.
5. 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.
6. 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.
7. Approval to vary from the City of Starkville's Code of Ordinances, Chapter 98, Article IV, Section 98-83, Paving and Street Construction which requires the developer provide a bond and maintain the public roadways as part of the Subdivision until 85% of the lots have received a certificate of occupancy. It is proposed to revise the 85% threshold to 17% which would allow the developer to turn the public roadways over to the City for ownership and maintenance after the final plat is executed.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of FP 17-08 Final Plat approval for Cornerstone Industrial Park- Phase 1 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 17-08 Request for Final Plat approval for subdividing +-224.30-acre parcel into 4 lots as part of Phase I of Cornerstone Park located on the southwest corner of the intersection of MS Hwy 12 W and MS Hwy 25 Bypass in a M-1/C-2 zone
Date: November 14, 2017

The purpose of this report is to provide information regarding the request by Clyde L. Pritchard on behalf of Oktibbeha County Economic Development Authority for Final Plat approval for subdividing a +-224.30 parcel into 4 lots as part of Phase I. The proposed subdivision is named "Cornerstone Industrial Park- Phase 1". The proposed subdivision is located in an M-1/C-2 zone. The proposed subdivision is located on the southwest corner of the intersection of MS Hwy 12 W and MS Hwy 25 Bypass. The Preliminary plat was approved by the Board of Alderman on August 21, 2007. The plat was reviewed at a special call Development Review Committee meeting on November 7, 2017. Please see attachments 1-4.

Below is information pertaining to M-1 manufacturing (light industry) and C-2 General Business Zones:

Sec. N. - M-1 manufacturing (light industry) zoning district regulations.

These [M-1 industrial] districts are intended to be composed of land and structures suitable for light manufacturing, wholesaling and/or distribution, along with similar services industries. The district regulations are designed to allow a wide range of industrial activities subject to yard, area, and other limitations designed to protect other more restrictive nearby districts. [The following regulations apply to the M-1 districts:]

- 1. See chart for uses permitted.*
- 2. See chart for uses which may be permitted as an exception.*
- 3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the enterprise.*
- 4. Minimum yard size: Front yard, 30 feet, except where existing establishments, other than residential, are set back, any new structures shall be set back not less than the average of the setbacks of the existing establishments within 100 feet on each side thereof. Side yards: 20 feet, excepting a lot adjoining its side lot lines to another lot which is in a residential zoning district, in which case there shall be a side yard of not less than 30 feet wide. Rear yard: 15 feet.*
- 5. Maximum height of buildings or structures: 60 feet (see article VI, section G, for exceptions).*
- 6. Off-street parking: Parking spaces shall be provided at the ratio of 0.75 space per worker, and one space for each company vehicle incidental to the operation of the industry or use. See article VIII for requirements for other uses.*

7. *Off-street loading and unloading: Adequate space shall be provided for loading and unloading all vehicles or trucks incidental to the operation of the industry or use inside the established building lines.*
8. *Screening of junkyards, open storage areas and certain industrial facilities: Visual screening of all junkyards and open storage areas, as set forth in the schedule of land use regulations, consisting of fencing, earthen berms, landscape materials or any combination thereof, with sufficient density and height to block the view of such facilities from all public roads, is required.*

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

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

1. *See chart for uses permitted.*
2. *See chart for uses which may be permitted as an exception.*
3. *Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.*
4. *Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.*
5. *Maximum height of building or structures: 45 feet.*
6. *Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for requirements for other uses.*
7. *Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.*
8. *All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.*
 - a) *The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.*
 - b) *The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-*

architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.

c) The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.

9. All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.

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

PLAT PROPOSAL:

General Information

The Industrial Park has a gross acreage of +/- 224.30. Phase I is +/-38.69 acres with a total of 4 lots.

Easements and Dedications

All easements and dedications are provided on the final plat. The roadways will be dedicated to the City. The Applicant has requested that existing boulevard be accepted in its current condition due to the time lapse since construction and final plat application. Electrical service is currently provided by 4 County. Potable water and sanitary sewer utility services are currently provided by the City. Street numbers have been assigned for construction permitting and utility assignments.

Findings and Comments

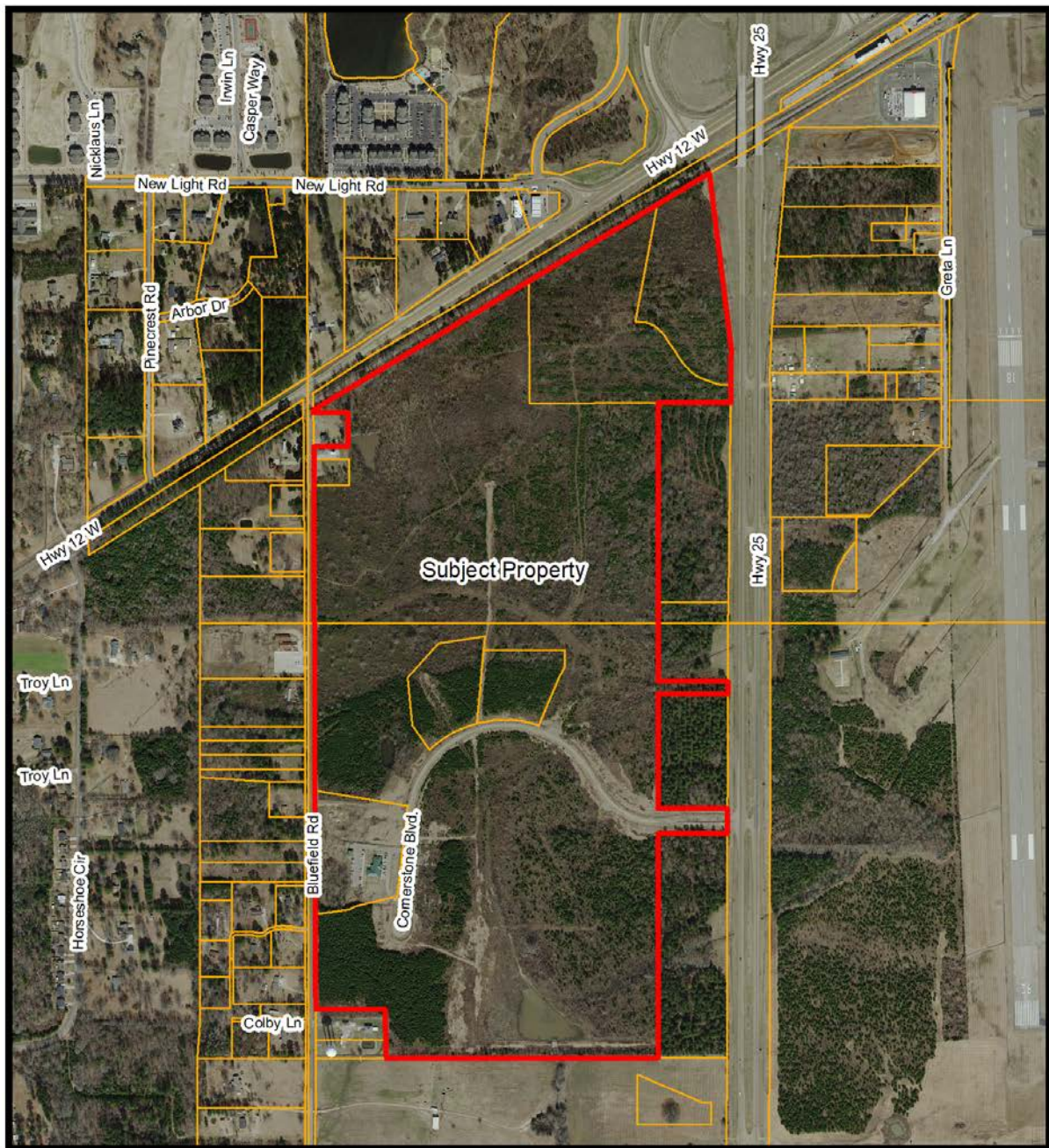
The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. This subdivision is not part of any previously platted subdivision, therefore no adversely effected 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 M-1 and C-2 dimensions.
3. Erosion control vegetation shall be established on all disturbed areas.
4. 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.
5. 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.

6. 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.
7. Approval to vary from the City of Starkville's Code of Ordinances, Chapter 98, Article IV, Section 98-83, Paving and Street Construction which requires the developer provide a bond and maintain the public roadways as part of the Subdivision until 85% of the lots have received a certificate of occupancy. It is proposed to revise the 85% threshold to 17% which would allow the developer to turn the public roadways over to the City for ownership and maintenance after the final plat is executed.

Attachment 1
FP 17-08 Aerial



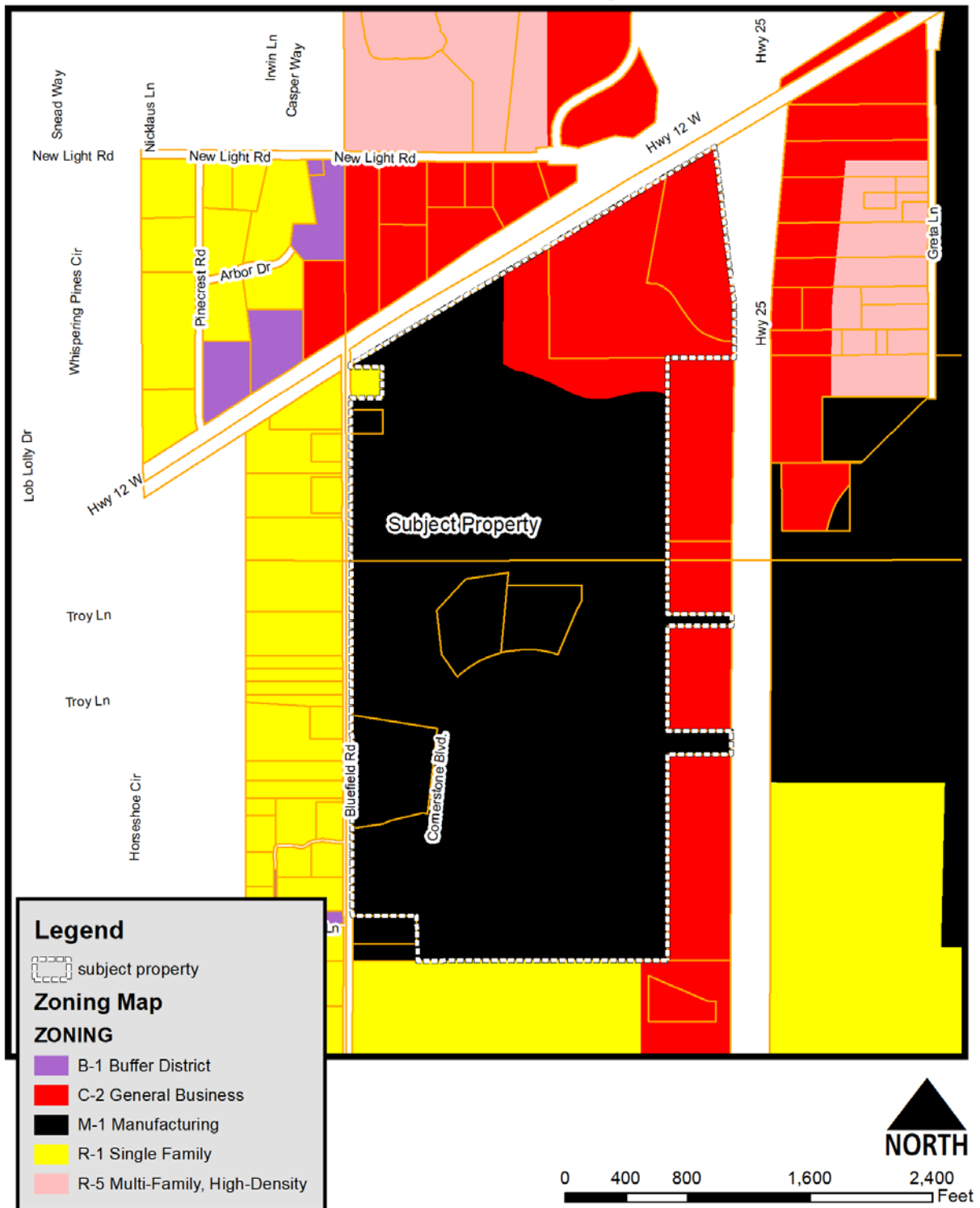
Legend

 subject property

0 400 800 1,600 2,400 Feet



Attachment 2 FP 17-08 Zoning



Attachment 3- Applicant Letter



P.O. Box 2523
Starkville, MS 39760
Phone: 662.324.2205
Fax: 662.324.2092

NOVEMBER 1, 2017

CITY OF STARKVILLE
MR. BUDDY SANDERS
110 WEST MAIN STREET
STARKVILLE, MS 39759

VIA: HAND DELIVERY

RE: REQUEST FOR FINAL ACCEPTANCE
SUBDIVISION PLAT
CORNERSTONE INDUSTRIAL PARK – PHASE 1
STARKVILLE, MISSISSIPPI

Dear Mr. Sanders:

Submitted herewith are five (5) copies of the final plat for Phase 1 – Cornerstone Industrial Park. As you are aware, construction of the park and related infrastructure occurred in 2004. In response to prior discussion between the City of Starkville and OCEDA be advised:

- OCEDA retained a local contractor to address sanitary sewer line infiltration which has been accomplished and the lines subsequently flushed.
- Given the time lapsed since construction, the current condition of the pavement, and limited tenant occupancy, OCEDA respectfully requests Cornerstone Boulevard be accepted in it's current condition.

Feel free to contact us if we may be of assistance in securing this plat approval.

Respectfully,



Clyde L. Pritchard, P.E.
Pritchard Engineering, Inc.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 11/21/2017
PAGE: 1 of several

SUBJECT: Claims Docket through November 21, 2017

AMOUNT & SOURCE OF FUNDING: FY 2017 – 2018 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending November 21, 2017 is \$2,199,367.32
Of which the claims amount for Starkville Utilities is \$ 1,388,049.61

**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 21, 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.



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 black ink that reads "Ann Marie Logan". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

Ann Marie Logan, CPA
Manager of Accounting & Finance

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 11/22/17 ACCOUNT 23110

PAGE 1
RUN DATE 11/14/17 05:23 PM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
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VENDOR: 76 APAC MISSISSIPPI, INC.

4000072027	11/13/17	1385	Asphalt repair		11/22/17	432.92	.00	ACH				
4000072392,72482	11/13/17	1423	Asphalt repair		11/22/17	1120.15	.00	ACH				
4000073515, 4090	11/13/17	1519	Asphalt repair		11/22/17	1737.54	.00	ACH				
4000074188	11/13/17	1593	Asphalt repair		11/22/17	481.43	.00	ACH				

VENDOR TOTAL: 3772.04

VENDOR: 190 BANCORPSOUTH EQUIP FINANCE

634178 - 11/01	11/13/17	0	Loan-Freightliner		11/22/17	16417.87	.00	CHK				
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VENDOR TOTAL: 16417.87

VENDOR: 202 BELL BUILDING SUPPLY

180790	11/13/17	863	Supplies		11/22/17	70.24	.00	CHK				
191023	11/13/17	1182	Supplies		11/22/17	44.90	.00	CHK				
193644	11/13/17	1254	Supplies		11/22/17	175.56	.00	CHK				
196853	11/13/17	1335	Repair parts		11/22/17	93.10	.00	CHK				
199913	11/13/17	1411	Supplies		11/22/17	67.47	.00	CHK				
207445	11/13/17	1594	Supplies		11/22/17	107.70	.00	CHK				
207804	11/13/17	1612	Supplies		11/22/17	37.86	.00	CHK				
208030	11/13/17	1616	Supplies		11/22/17	120.03	.00	CHK				
208170	11/13/17	1620	Supplies		11/22/17	2.90	.00	CHK				

VENDOR TOTAL: 719.76

VENDOR: 305 DIXIE WHOLESALE WATERWORKS

479595	11/13/17	1541	Parts		11/22/17	1232.31	.00	ACH				
479725	11/13/17	1559	Parts and supplies		11/22/17	2516.49	.00	ACH				
479800	11/13/17	1565	Supplies		11/22/17	1477.61	.00	ACH				
480008	11/13/17	1582	Supplies		11/22/17	3055.15	.00	ACH				

VENDOR TOTAL: 8281.56

VENDOR: 307 CITY OF STARKVILLE

OCT 2017-EXP	11/13/17	0	Reimb for City paid Expenses		11/22/17	1070.83	.00	CHK				
OCT 2017-SALARY	11/13/17	0	Reimb 60% of I Brown Salary		11/22/17	1792.96	.00	CHK				

VENDOR TOTAL: 2863.79

VENDOR: 368 CONTROL SYSTEMS, INC

54679,54678,683	11/13/17	1597	Service calls, Repairs		11/22/17	3763.13	.00	ACH				
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VENDOR TOTAL: 3763.13

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID DATE	CHECK/ACH SEQ
VENDOR:	373	D & S SALES, INC.								
35050	11/13/17	1608 Supplies		11/22/17	78.21	.00	CHK			
		VENDOR TOTAL:			78.21					
VENDOR:	450	ENVIRO-LABS, INC.								
1932	11/13/17	0 Supplies		11/22/17	69.00	.00	ACH			
		VENDOR TOTAL:			69.00					
VENDOR:	604	FASTENAL								
MSSTA74779	11/13/17	1601 Parts		11/22/17	1372.36	.00	ACH			
		VENDOR TOTAL:			1372.36					
VENDOR:	606	4-COUNTY EPA								
10/01-10/30/2017	11/13/17	0 Utilities expense		11/22/17	17693.53	.00	CHK			
		VENDOR TOTAL:			17693.53					
VENDOR:	620	G & C SUPPLY CO., INC.								
6675375	11/13/17	1538 Supplies		11/22/17	762.58	.00	ACH			
6675484	11/13/17	1538 Supplies		11/22/17	192.00	.00	ACH			
6675488	11/13/17	1556 Supplies		11/22/17	324.00	.00	ACH			
		VENDOR TOTAL:			1278.58					
VENDOR:	691	GATEWAY TIRE&SERVICE CENTER								
I103891863	11/13/17	1584 Repairs		11/22/17	42.90	.00	CHK			
I103892128	11/13/17	1584 Repairs		11/22/17	62.85	.00	CHK			
I103894583	11/13/17	1586 Repairs		11/22/17	329.06	.00	CHK			
		VENDOR TOTAL:			434.81					
VENDOR:	821	H & H TRUCK ACCESSORY CENTER								
SV-O-1001162-01	11/13/17	1460 Small equipment		11/22/17	460.00	.00	CHK			
		VENDOR TOTAL:			460.00					

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UNPAID INVOICES

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VENDOR:	823	H D SUPPLY, INC.										
H965885	11/13/17	1547	Parts		11/22/17	840.00	.00	CHK				
H993889	11/13/17	1570	Supplies		11/22/17	2745.00	.00	CHK				
H999574	11/13/17	1570	Supplies		11/22/17	675.00	.00	CHK				
					VENDOR TOTAL:	4260.00						
VENDOR:	1232	TERRY'S GARAGE, INC										
41105	11/13/17	1545	Repairs		11/22/17	1199.06	.00	CHK				
41115	11/13/17	1596	Repairs		11/22/17	173.40	.00	CHK				
					VENDOR TOTAL:	1372.46						
VENDOR:	1318	MS MUNICIPAL LIABILITY PLAN										
8172	11/13/17	0	Liability Insurance		11/22/17	30424.87	.00	CHK				
					VENDOR TOTAL:	30424.87						
VENDOR:	1335	NETWORKFLEET, INC.										
OSV000001215656	11/13/17	0	Vehicle services		11/22/17	454.80	.00	CHK				
					VENDOR TOTAL:	454.80						
VENDOR:	1341	MS DEVELOPMENT AUTHORITY										
11/01/17	11/13/17	0	CAP Loan Payments		11/22/17	20173.96	.00	CHK				
					VENDOR TOTAL:	20173.96						
VENDOR:	1392	NUNLEY TRUCKING CO., INC.										
22797	11/13/17	1336	Gravel		11/22/17	1812.10	.00	CHK				
					VENDOR TOTAL:	1812.10						
VENDOR:	1406	NORTHEAST EXTERMINATING										
313139	11/13/17	0	Annual Termite Inspection		11/22/17	125.00	.00	CHK				
					VENDOR TOTAL:	125.00						
VENDOR:	1525	OKTIBBEHA COUNTY COOP										
2, 3	11/13/17	1587	Uniforms		11/22/17	268.08	.00	ACH				
296287	11/13/17	1585	Uniforms		11/22/17	66.25	.00	ACH				

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297218, 89, 86, 16	11/13/17	1587	Uniforms	11/22/17	2092.13	.00	ACH			
297381, 297383	11/13/17	1587	Uniforms	11/22/17	541.92	.00	ACH			
297439	11/13/17	1591	Uniforms	11/22/17	70.59	.00	ACH			
299356	11/13/17	1587	Uniforms	11/22/17	281.82	.00	ACH			
299955	11/13/17	1613	Soil	11/22/17	111.00	.00	ACH			
VENDOR TOTAL:					3431.79					
VENDOR: 1623 POWERSTROKE EQUIPMENT, INC										
2674	11/13/17	1605	Repairs	11/22/17	66.48	.00	CHK			
2679	11/13/17	1614	Repairs	11/22/17	124.98	.00	CHK			
VENDOR TOTAL:					191.46					
VENDOR: 1884 STARKVILLE GARBAGE										
10/26/17	11/13/17	0	Garbage disposal	11/22/17	99.00	.00	CHK			
VENDOR TOTAL:					99.00					
VENDOR: 1905 STARKVILLE AUTO PARTS										
9/28-10/25/17	11/13/17	1488	Repair parts	11/22/17	1174.78	.00	CHK			
VENDOR TOTAL:					1174.78					
VENDOR: 1910 STARKVILLE UTILITIES										
11/04-11/25/17	11/13/17	0	Utility bills	11/22/17	54338.47	.00	DFT			
VENDOR TOTAL:					54338.47					
VENDOR: 1920 STARKVILLE FORD LINCOLN INC.										
145095, 145015	11/13/17	1558	Repairs	11/22/17	106.11	.00	ACH			
VENDOR TOTAL:					106.11					
VENDOR: 2018 TRADE AMERICA										
22136	11/13/17	1588	Supplies	11/22/17	391.42	.00	ACH			
22137, 22147	11/13/17	1588	Supplies	11/22/17	409.78	.00	ACH			
22142	11/13/17	1592	Office supplies	11/22/17	333.25	.00	ACH			
VENDOR TOTAL:					1134.45					

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VENDOR:	2024	THOMPSON MACHINERY									
PC110253485	11/13/17	1572	Repair parts		11/22/17	16.80	.00	CHK			
					VENDOR TOTAL:	16.80					
VENDOR:	2202	WAYPOINT ANALYTICAL									
1036191,98,31,69	11/13/17	1526	Weekly testing and analysis		11/22/17	797.50	.00	ACH			
1036553	11/13/17	1526	Weekly testing and analysis		11/22/17	234.00	.00	ACH			
					VENDOR TOTAL:	1031.50					
VENDOR:	2203	VACUUM TRUCK SALES & SERVICE									
AL10891	11/13/17	1563	Supplies		11/22/17	1581.49	.00	ACH			
					VENDOR TOTAL:	1581.49					
VENDOR:	2210	VERIZON WIRELESS									
9795437871	11/13/17	0	Phone bill		11/22/17	119.42	.00	CHK			
					VENDOR TOTAL:	119.42					
VENDOR:	2307	WISSCO									
15710	11/13/17	1486	Service call		11/22/17	600.00	.00	CHK			
					VENDOR TOTAL:	600.00					
VENDOR:	9909810	LESLIE DEAN									
580-586, 592-597	11/13/17	0	Repairs and Maintenance		11/22/17	4425.00	.00	ACH			
					VENDOR TOTAL:	4425.00					
					GRAND TOTAL:	184078.10					

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INVOICE	DATE	PO NBR DESCRIPTION	UNPAID INVOICES	PAID PAID/VOID	CHECK/
			INVOICE	AMOUNT	DATE ACH SEQ
VENDOR:			INVOICE	TAX	EMT
			AMOUNT	AMOUNT	TYP
03882394	11/13/17	7731 Materials	1970.15	.00	ACH
			VENDOR TOTAL:	1970.15	
VENDOR:					
2404 - 11/03	11/13/17	0 Utility Billing	198.32	.00	ACH
			VENDOR TOTAL:	198.32	
VENDOR:					
5039 - 10/22/17	11/13/17	0 Phone bill	583.60	.00	CHK
			VENDOR TOTAL:	583.60	
VENDOR:					
10838698	11/13/17	7624 Supplies and tools	732.76	.00	ACH
10843320	11/13/17	7695 Supplies and tools	90.83	.00	ACH
			VENDOR TOTAL:	823.59	
VENDOR:					
201091	11/13/17	7601 Supplies	46.47	.00	CHK
			VENDOR TOTAL:	46.47	
VENDOR:					
OCT 2017	11/13/17	0 Meter reading	18799.01	.00	ACH
			VENDOR TOTAL:	18799.01	
VENDOR:					
10/1 - 10/31/201	11/13/17	0 Phone bill	653.64	.00	CHK
			VENDOR TOTAL:	653.64	
VENDOR:					
NOV 2017	11/14/17	0 Equivalency Tax & Administra	112916.67	.00	CHK
OCT 2017	10/31/17	0 Equivalency Tax & Administra	112916.67	.00	CHK
			VENDOR TOTAL:	225833.34	

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				INVOICE	TAX	AMOUNT	DATE	ACH SEQ
				AMOUNT	AMOUNT			
VENDOR:	307	CITY OF STARKVILLE						
8/23/17	11/13/17	0	Reimb advertising expense	180.00	.00	ACH		
			VENDOR TOTAL:	180.00				
VENDOR:	318	CLAYTON VILLAGE MINI STG						
10/30/17	11/13/17	0	Storage unit rental	105.00	.00	ACH		
			VENDOR TOTAL:	105.00				
VENDOR:	550	EVANS PLUMBING & A/C						
5616402	11/13/17	0	A/C Repairs	532.50	.00	CHK		
			VENDOR TOTAL:	532.50				
VENDOR:	604	FASTENAL COMPANY						
MSSTA75338	11/13/17	7714	Supplies	285.24	.00	ACH		
MSSTA75401	11/13/17	7724	Parts	198.35	.00	ACH		
			VENDOR TOTAL:	483.59				
VENDOR:	701	GLENN MACHINE WORKS, INC.						
114149	11/13/17	7691	Equipment	1230.30	.00	CHK		
			VENDOR TOTAL:	1230.30				
VENDOR:	721	GOLDEN TRIANGLE						
10/31/17 STMT	11/13/17	7755	Landfill charges	779.49	.00	CHK		
			VENDOR TOTAL:	779.49				
VENDOR:	812	HELENA CHEMICAL COMPANY						
62088352	11/13/17	7708	Weed control spraying	1022.14	.00	CHK		
			VENDOR TOTAL:	1022.14				
VENDOR:	907	INDOFF, INC.						
3027671	11/13/17	7729	Office supplies	99.99	.00	ACH		
			VENDOR TOTAL:	99.99				

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VENDOR:	1106	LESLIE DEAN									
588	11/13/17	0	Maintenance		11/22/17	510.00	.00	ACH			
				VENDOR TOTAL:		510.00					
VENDOR:	1239	LOLLEY REAL ESTATE									
NOV 2017	11/13/17	0	Storage Rental		11/22/17	900.00	.00	ACH			
				VENDOR TOTAL:		900.00					
VENDOR:	1305	NEXAIR, LLC.									
05528528	11/13/17	0	Gas cylinder rentals		11/22/17	39.46	.00	ACH			
				VENDOR TOTAL:		39.46					
VENDOR:	1318	MS MUNICIPAL LIABILITY PLAN									
8172	11/13/17	0	Liability Insurance		11/22/17	22053.00	.00	CHK			
				VENDOR TOTAL:		22053.00					
VENDOR:	1319	MONT'S PAPER & PACKAGING									
316303	11/14/17	7693	Shirts and hats		11/22/17	182.92	.00	ACH			
				VENDOR TOTAL:		182.92					
VENDOR:	1361	M & M PROSAFETY SUPPLY									
01900	11/13/17	7741	Safety supplies		11/22/17	2330.34	.00	ACH			
				VENDOR TOTAL:		2330.34					
VENDOR:	1400	NESCO									
941,107,272,464 S2210720.001	11/13/17 11/14/17	7720	Electrical supplies Supplies		11/22/17 11/22/17	903.29 365.35	.00 .00	ACH ACH			
				VENDOR TOTAL:		1268.64					
VENDOR:	1408	NETWORK BILLING SYSTEMS, LLC									
173045479	11/13/17	0	Phone Bill		11/22/17	469.70	.00	ACH			
				VENDOR TOTAL:		469.70					

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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:	1421	NIAGARA TECHNOLOGY GROUP									
INV-16339	11/13/17	0	Internet web hosting		11/22/17	250.00	.00	CHK			
			VENDOR TOTAL:			250.00					
VENDOR:	1527	OKT. BOARD OF SUPERVISORS									
11/03/17	11/13/17	0	Answering service		11/22/17	936.00	.00	CHK			
			VENDOR TOTAL:			936.00					
VENDOR:	1531	MDR CONSTRUCTION, INC.									
29-21119	11/13/17	7743	Contractor		11/22/17	17280.00	.00	ACH			
29-21158	11/13/17	7757	Contractor		11/22/17	14875.00	.00	ACH			
			VENDOR TOTAL:			32155.00					
VENDOR:	1623	POWERSTROKE EQUIPMENT SALES									
2665	11/13/17	7735	Parts		11/22/17	399.98	.00	ACH			
			VENDOR TOTAL:			399.98					
VENDOR:	1800	RACKLEY OIL, INC.									
469709	11/13/17	7748	Auto supplies		11/22/17	35.80	.00	ACH			
			VENDOR TOTAL:			35.80					
VENDOR:	1810	REGIONS COMMERCIAL BANKCARD									
11/03/17	11/14/17	0	Training, supplies, phone		11/22/17	1389.31	.00	CHK			
			VENDOR TOTAL:			1389.31					
VENDOR:	1818	UNITED RENTALS, INC.									
151886383-001	11/13/17	7745	Equipment rental		11/22/17	73.00	.00	ACH			
			VENDOR TOTAL:			73.00					
VENDOR:	1886	SEDC									
20766	11/13/17	0	Billing services		11/22/17	19922.00	.00	ACH			
			VENDOR TOTAL:			19922.00					

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VENDOR:	1887	S & S	LINE SERVICE								
1866-1867	-10/27	11/13/17	0 ROW Clearing		11/22/17	5510.00	.00	ACH			
1868-1869	-11/03	11/13/17	0 ROW Clearing		11/22/17	5510.00	.00	ACH			
					VENDOR TOTAL:	11020.00					
VENDOR:	1910	STARKVILLE	UTILITIES								
OCT 2017	11/13/17	0	Utility bills		11/22/17	233.82	.00	DFT			
					VENDOR TOTAL:	233.82					
VENDOR:	1931	STARKVILLE	SANITATION DEPT								
OCT 2017	11/13/17	0	October Billings		11/22/17	232352.26	.00	CHK			
					VENDOR TOTAL:	232352.26					
VENDOR:	1933	STARKVILLE	WATER DEPT								
OCT 2017	11/13/17	0	October Billings		11/22/17	608642.36	.00	CHK			
					VENDOR TOTAL:	608642.36					
VENDOR:	1940	STUART C.	IRBY								
160.001, 2, 3, 4	11/14/17	7725	Materials		11/22/17	7228.10	.00	ACH			
S010479272.001	11/13/17	7747	Materials		11/22/17	769.00	.00	ACH			
					VENDOR TOTAL:	7997.10					
VENDOR:	1945	SULLIVAN'S									
28014	11/13/17	7730	Office supplies		11/22/17	73.95	.00	ACH			
28167, 28167.1	11/13/17	0	Office supplies		11/22/17	427.53	.00	ACH			
					VENDOR TOTAL:	501.48					
VENDOR:	2018	TRADE AMERICA									
22078, 22139, 140	11/13/17	7733	Cleaning supplies		11/22/17	908.26	.00	ACH			
					VENDOR TOTAL:	908.26					
VENDOR:	2021	TCC FACILITIES	MANAGEMENT								
2713 - OCT 2017	11/13/17	0	Janitorial services		11/22/17	450.00	.00	ACH			
					VENDOR TOTAL:	450.00					

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UNPAID INVOICES											
VENDOR:	2033	TRI STARR	MUFFLER & BRAKE								
775228	11/13/17	7712	Repairs		11/22/17	150.00	.00	CHK			
	VENDOR TOTAL:					150.00					
VENDOR:	2040	TVEPPA	EDUCATION & TRAIN.								
28412	11/13/17	0	Education and training		11/22/17	804.75	.00	ACH			
	VENDOR TOTAL:					804.75					
VENDOR:	2104	UPS									
12031F447	11/13/17	0	Postage		11/22/17	33.89	.00	CHK			
	VENDOR TOTAL:					33.89					
VENDOR:	2120	YOUNG WELDING SUPPLY, INC.									
324174	11/13/17	0	Tank rental		11/22/17	33.36	.00	CHK			
	VENDOR TOTAL:					33.36					
VENDOR:	2210	VERIZON	WIRELESS								
9795163264	11/13/17	0	AMI M2M Data Usage		11/22/17	485.01	.00	CHK			
9795437869	11/13/17	0	Phone bill		11/22/17	1505.31	.00	CHK			
9795437870	11/13/17	0	Phone bill		11/22/17	176.35	.00	CHK			
	VENDOR TOTAL:					2166.67					
VENDOR:	2305	WASTE PRO									
142901	11/13/17	7688	Commercial waste dumpster		11/22/17	637.42	.00	CHK			
	VENDOR TOTAL:					637.42					
VENDOR:	2327	WAUKAWAY	DISTRIBUTORS, INC.								
39597	11/13/17	0	Water		11/22/17	31.80	.00	ACH			
CLR1117-265	11/13/17	0	Water		11/22/17	20.00	.00	ACH			
	VENDOR TOTAL:					51.80					
VENDOR:	99009713	TERRY	STIDHAM								
897888	11/13/17	7639	Concrete work		11/22/17	1262.50	.00	CHK			
	VENDOR TOTAL:					1262.50					

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VENDOR: 99009715 ROBBIE GILLILAND

12/4-12/8/17 11/13/17

0 Advanced Travel - TVPPA

UNPAID INVOICES

INVOICE AMOUNT TAX AMOUNT PMT TYP

469.56 .00 ACH

VENDOR TOTAL: 469.56

GRAND TOTAL: 1203971.51

PAID PAID/VOID CHECK/
AMOUNT DATE ACH SEQ



City of Starkville, MS

Expense Approval Report By Fund

Post Dates 11/06/2017 - 11/16/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
UNIVERSITY SCREENPRINT	22347	11/09/2017	PRINTED TSHIRTS	001-000-160-618		11/09/2017	1,536.50
RAPID WRISTBANDS	73583	11/07/2017	WRISTBANDS FOR WINTER CONFERENCE	001-000-160-698		11/07/2017	111.10
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-000-053-206		11/07/2017	150.81
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-000-053-206		11/13/2017	268.31
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-000-053-206		11/13/2017	67.21
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-000-053-206		11/13/2017	360.55
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-000-053-206		11/13/2017	102.20
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-000-054-205		11/13/2017	119.26
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-000-054-205		11/13/2017	202.02
WAL MART-GENERAL CITY	06979	11/09/2017	COOKOUT SUPPLIES FOR COS EVENTS	001-000-160-697		11/09/2017	27.17
WAL MART-GENERAL CITY	02505	11/09/2017	TRUNK OR TREAT CANDY	001-000-160-697		11/09/2017	95.77
TERESA DELOACH REED	INV0024022	11/09/2017	REIMB PLANE TICKET FOR CONFERENCE	001-000-160-998		11/09/2017	443.56
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-000-053-206		11/16/2017	240.06
RACKLEY OIL INC.	000465091C	11/09/2017	TANK WOULDN'T HOLD FULL ORDER. 310 GALLONS	001-000-070-251		11/09/2017	-675.46
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE 1/1/2018-12/31/2018	001-000-054-208		11/13/2017	9,502.03
MARION WATSON	CM0000446	11/14/2017	GARNISHMENT	001-000-106-604		11/14/2017	-100.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	NOVEMBER TESTING	001-000-053-206		11/15/2017	30.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	NOVEMBER TESTING	001-000-054-205		11/15/2017	24.00
STARKVILLE DAILY NEWS	INV0024107	11/15/2017	OCTOBER CHARGES FOR ADVERTISING	001-000-053-206		11/15/2017	70.54
Outstanding Total:							12,575.63

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Paid							
CYNTHIA HUNT BAIL BONDING	INV0023945	11/06/2017	RESTITUTION FROM KEVIN CLARK	001-000-149-691		11/06/2017	125.00
JOSH LEE	INV0023946	11/06/2017	REFUND FROM OVERPAYMENT FROM CASH BOND	001-000-149-691		11/06/2017	101.00
JOHNNY CALMESE	INV0023947	11/06/2017	RESTITUTION FROM BERNARD ROBERSON	001-000-149-691		11/06/2017	100.00
Department: 100 - BOARD OF ALDERMEN							Paid Total: 326.00
Outstanding							Department 000 - UNDESIGNATED Total: 12,901.63
CSPIRE WIRELESS	2019317463	11/07/2017	IPHONE 6 16GB AND OTTERBOX CASE.-ALD. CARVER	001-100-604-330		11/07/2017	249.98
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-100-604-330		11/07/2017	177.89
THE COMMERCIAL DISPATC	INV0023956	11/07/2017	ADVERTISING	001-100-680-311		11/07/2017	60.75
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-100-604-330		11/14/2017	77.60
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-100-604-330		11/16/2017	280.07
Paid							Outstanding Total: 846.29
CADENCE VISA	INV0023964	11/08/2017	SMALL TOWN CONF. FEES-CARVER & MILLER	001-100-610-350		11/08/2017	190.00
BEN CARVER	INV0023944	11/06/2017	NAT'L LEAG CITIES-TRAVEL & MEALS	001-100-610-350		11/06/2017	780.10
Department: 110 - MUNICIPAL COURT							Paid Total: 970.10
Outstanding							Department 100 - BOARD OF ALDERMEN Total: 1,816.39
PITNEY BOWES INC-PURCHASE POWER	INV0023960	11/07/2017	10.26.17 METER REFILL	001-110-604-330		11/07/2017	490.00
MAXXSOUTH BROADBAND	INV0023959	11/07/2017	8282 41 101 0508324 CITY HALL	001-110-604-330		11/07/2017	25.87
THE COMMERCIAL DISPATC	INV0023956	11/07/2017	ADVERTISING	001-110-501-200		11/07/2017	60.75
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-110-604-330		11/14/2017	77.60
CANON SOLUTIONS	4024183962	11/13/2017	HTT26292	001-110-604-330		11/13/2017	8.36
AMERICA-BURLINGTON							
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-110-604-330		11/16/2017	142.37
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE 1/1/2018-12/31/2018	001-110-620-370		11/13/2017	5,718.68

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STARKVILLE DAILY NEWS	INV0024107	11/15/2017	OCTOBER CHARGES FOR ADVERTISING	001-110-501-200		11/15/2017	122.60
Department: 111 - YOUTH COURT Outstanding							Outstanding Total: 6,646.23
Department 110 - MUNICIPAL COURT Total:							6,646.23
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-111-604-330		11/13/2017	113.65
Department: 120 - MAYORS OFFICE Outstanding							Outstanding Total: 113.65
Department 111 - YOUTH COURT Total:							113.65
BANKFIRST-VISA PAYMENT	INV0024027	11/09/2017	VISTA PRINT-BUSINESS CARDS FOR ALD.MILLER & LY	001-120-503-202		11/09/2017	38.22
BANKFIRST-VISA PAYMENT	INV0024025	11/09/2017	SANDWICHES FOR BOA WORK SESSION	001-120-503-202		11/09/2017	46.53
SLAUGHTER & ASSOCIATES, PLLC	INV0024080	11/13/2017	ANNEXATION STUDY	001-120-600-300		11/13/2017	3,637.55
SULLIVAN'S OFFICE SUPPLY, INC.	27987	11/09/2017	100 SHEETS GRAY PROCLAMATION PAPER	001-120-501-200		11/09/2017	14.98
PITNEY BOWES INC-PURCHASE POWER	INV0023960	11/07/2017	10.26.17 METER REFILL	001-120-604-330		11/07/2017	20.00
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-120-604-330		11/13/2017	147.16
MAXXSOUTH BROADBAND	INV0023959	11/07/2017	8282 41 101 0508324 CITY HALL	001-120-604-330		11/07/2017	25.87
BANKFIRST-VISA PAYMENT	INV0024026	11/09/2017	VISA FEE	001-120-600-300		11/09/2017	35.00
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-120-604-330		11/14/2017	77.60
CANON SOLUTIONS	4024175236	11/13/2017	NZG06107	001-120-604-330		11/13/2017	19.61
AMERICA-BURLINGTON	4024181021	11/13/2017	JME15733	001-120-604-330		11/13/2017	1.32
AMERICA-BURLINGTON	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-120-604-330		11/16/2017	185.51
VERIZON WIRELESS			3X6 CITY OF STARKVILLE BANNER	001-120-691-550		11/09/2017	180.00
PITTS SIGN COMPANY	PO I-4592	11/09/2017	MANILLA FILE FOLDERS	001-120-691-550		11/09/2017	7.99
SULLIVAN'S OFFICE SUPPLY, INC.	28377	11/09/2017	VISTA PRINT-BUS. CARDS-VM PERKINS & ALD VAUGHN	001-120-503-202		11/09/2017	93.43
BANKFIRST-VISA PAYMENT	INV0024028	11/09/2017					
Department 120 - MAYORS OFFICE Total:							Outstanding Total: 4,530.77
							4,530.77

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 123 - IT							
Outstanding							
WAUKAWAY DISTRIBUTORS, INC	37665	11/09/2017	WATER 5 GALLONS	001-123-691-550		11/09/2017	7.95
WAUKAWAY DISTRIBUTORS, INC	38351	11/09/2017	WATER	001-123-691-550		11/09/2017	7.95
WAUKAWAY DISTRIBUTORS, INC	CLR1017-49	11/09/2017	MONTHLY COOLER RENT	001-123-691-550		11/09/2017	10.00
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-123-604-330		11/07/2017	250.84
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-123-604-330		11/13/2017	67.21
MAXXSOUTH BROADBAND	INV0023959	11/07/2017	8282 41 101 0508324 CITY HALL	001-123-604-330		11/07/2017	25.87
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-123-604-330		11/14/2017	77.60
CANON SOLUTIONS AMERICA-BURLINGTON	4024184743	11/13/2017	JWH03501	001-123-604-330		11/13/2017	27.29
CADENCE VISA	INV0024097	11/14/2017	GATE.COM WEBHOSTING	001-123-600-300		11/14/2017	358.44
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-123-604-330		11/16/2017	1,301.66
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE 1/1/2018-12/31/2018	001-123-620-370		11/13/2017	15,250.73
Outstanding Total:							17,385.54
Department: 142 - CITY CLERKS OFFICE							
Outstanding							
OKT COUNTY	INV0023961	11/07/2017	PROPERTY TAX COLLECTIONS FY 2017-2018	001-142-600-338		11/07/2017	50,000.00
Outstanding Total:							50,000.00
Department: 145 - OTHER ADMINISTRATIVE							
Outstanding							
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-145-604-330		11/07/2017	50.27
SULLIVAN'S OFFICE SUPPLY, INC.	28040	11/09/2017	RECEIPT BOOK, LEGAL FILE FOLDERS	001-145-501-200		11/09/2017	23.86
PITNEY BOWES INC-PURCHASE POWER	INV0023960	11/07/2017	10.26.17 METER REFILL	001-145-604-330		11/07/2017	90.00
SULLIVAN'S OFFICE SUPPLY, INC.	28038	11/09/2017	FOLDERS, HIGHLIGHTERS	001-145-501-200		11/09/2017	38.98
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-145-604-330		11/13/2017	33.61
MAXXSOUTH BROADBAND	INV0023959	11/07/2017	8282 41 101 0508324 CITY HALL	001-145-604-330		11/07/2017	25.86
PETTY CASH VOUCHERS	INV0024024	11/09/2017	CANDY FOR TRUNK OR TREA	001-145-691-550		11/09/2017	67.79
Outstanding Total:							50,000.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TYLER TECHNOLOGIES	025-204740	11/09/2017	A/R RECEIPT PRINTER MAINTENANCE	001-145-630-400		11/09/2017	245.63
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-145-604-330		11/14/2017	77.60
CANON SOLUTIONS	4024157409	11/13/2017	JME09414	001-145-604-330		11/13/2017	214.12
AMERICA-BURLINGTON	4024183962	11/13/2017	HTT26292	001-145-604-330		11/13/2017	8.36
AMERICA-BURLINGTON	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-145-604-330		11/16/2017	40.01
VERIZON WIRELESS	11139	11/09/2017	FOREVER STAMPED ENVELOPES	001-145-501-200		11/09/2017	769.00
WATERMARK PRINTERS LLC							
Department: 159 - BONDING-CITY EMPLOYEES							
Outstanding							Outstanding Total:
REYNOLDS/RENASANT	CM0000444	11/07/2017	B.GREEN & V.LOWERY BOND	001-159-620-371		11/07/2017	-175.00
INSURANCE AGENCY			CREDITS				
Department: 169 - LEGAL							
Outstanding							Outstanding Total:
MITCHELL, MCNUITT, &	344824	11/14/2017	GENERAL MATTERS	001-169-600-302		11/14/2017	9,002.00
SAMS, P.A.							
MITCHELL, MCNUITT, &	344825	11/14/2017	LITIGATED MATTERS	001-169-600-312		11/14/2017	42.00
SAMS, P.A.							
STARKVILLE DAILY NEWS	INV0024107	11/15/2017	OCTOBER CHARGES FOR ADVERTISING	001-169-615-342		11/15/2017	685.74
STARKVILLE DAILY NEWS	INV0024107	11/15/2017	OCTOBER CHARGES FOR ADVERTISING	001-169-615-342		11/15/2017	39.20
Department: 169 - LEGAL							
Outstanding							Outstanding Total:
Department 169 - LEGAL							9,768.94
Department 169 - LEGAL							9,768.94
Department: 180 - HUMAN RESOURCES							
Outstanding							
SULLIVAN'S OFFICE SUPPLY, INC.	27707	11/09/2017	BUSINESS CARDS FOR S.HALBERT	001-180-501-200		11/09/2017	15.27
SULLIVAN'S OFFICE SUPPLY, INC.	27982	11/09/2017	3 PUSH PINS	001-180-501-200		11/09/2017	3.87
PITNEY BOWES INC-PURCHASE POWER	INV0023960	11/07/2017	10.26.17 METER REFILL	001-180-604-330		11/07/2017	30.00
MAXXSOUTH BROADBAND	INV0023959	11/07/2017	8282 41 101 0508324 CITY HALL	001-180-604-330		11/07/2017	25.86
CANON SOLUTIONS	4024184743	11/13/2017	JWH03501	001-180-604-330		11/13/2017	27.29
AMERICA-BURLINGTON							

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VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-180-604-330		11/16/2017	176.21
Department: 190 - CITY PLANNER Outstanding							278.50
Department 180 - HUMAN RESOURCES Total:							278.50
SULLIVAN'S OFFICE SUPPLY, INC.	27284	11/09/2017	BLACK INK	001-190-501-200		11/09/2017	67.47
SULLIVAN'S OFFICE SUPPLY, INC.	27478	11/09/2017	STIR STRAWS, SUGAR	001-190-607-607		11/09/2017	10.11
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-190-604-330		11/07/2017	218.12
PITNEY BOWES INC-PURCHASE POWER	INV0023960	11/07/2017	10.26.17 METER REFILL	001-190-604-330		11/07/2017	140.00
MAXXSOUTH BROADBAND	INV0023959	11/07/2017	8282 41 101 0508324 CITY HALL	001-190-604-330		11/07/2017	25.86
BOARDTOWN ENGRAVING	011717BC	11/07/2017	7 2X8 DESK PLATES	001-190-600-310		11/07/2017	70.00
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-190-604-330		11/14/2017	77.60
CANON SOLUTIONS	4024160474	11/13/2017	DRL72630	001-190-604-330		11/13/2017	8.60
AMERICA-BURLINGTON	4024181021	11/13/2017	JME15733	001-190-604-330		11/13/2017	1.32
AMERICA-BURLINGTON	849271	11/07/2017	POLICY #791000535	001-190-620-370		11/07/2017	520.00
REYNOLDS/RENASANT INSURANCE AGENCY							
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-190-604-330		11/16/2017	240.06
SULLIVAN'S OFFICE SUPPLY, INC.	28410	11/13/2017	SUGAR, CREAMER, CUPS, STRAWS, COFFEE	001-190-600-326		11/13/2017	89.20
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE	001-190-620-370		11/13/2017	2,284.32
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	1/1/2018-12/31/2018 NOVEMBER TESTING	001-190-525-231		11/15/2017	6.00
STARKVILLE DAILY NEWS	INV0024107	11/15/2017	OCTOBER CHARGES FOR ADVERTISING	001-190-604-330		11/15/2017	107.30
STARKVILLE DAILY NEWS	INV0024107	11/15/2017	OCTOBER CHARGES FOR ADVERTISING	001-190-604-330		11/15/2017	143.16
Outstanding Total:							4,009.12
Paid							
CADENCE VISA	14301-A	11/08/2017	LAND FX LICENSE SERVICES	001-190-918-807		11/08/2017	250.00
Paid Total:							250.00
Department 190 - CITY PLANNER Total:							4,259.12
Department: 192 - GENERAL GOVERN BLDG & PLANT Outstanding							
CINTAS	215273990	11/07/2017	CITY HALL	001-192-510-220		11/07/2017	306.03

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Vendor Name	Payable Number	Post Date	Project Account Key	Post Date
REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	001-192-620-370	11/07/2017
KONE, INC.	949763038	11/13/2017	001-192-630-403	11/13/2017
PETTY CASH VOUCHERS	INV0024023	11/09/2017	001-192-510-220	11/09/2017
CINTAS	215275751	11/15/2017	001-192-510-220	11/15/2017
STARKVILLE UTILITIES	INV0024063	11/09/2017	001-192-625-380	11/09/2017
			Outstanding Total:	9,985.12
Department: 197 - ENGINEERING			Outstanding Total:	9,985.12
Outstanding				
PITNEY BOWES INC- PURCHASE POWER	INV0023960	11/07/2017	001-197-604-330	11/07/2017
WAL MART-GENERAL CITY	02783	11/13/2017	001-197-501-200	11/13/2017
MAXXSOUTH BROADBAND	INV0023959	11/07/2017	001-197-604-330	11/07/2017
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	001-197-604-330	11/14/2017
CANON SOLUTIONS	4024181021	11/13/2017	001-197-604-330	11/13/2017
AMERICA-BURLINGTON				
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	001-197-620-370	11/13/2017
TRUSTMARK NATIONAL BAN	11.27.17	11/15/2017	001-197-820-874	11/15/2017
TRUSTMARK NATIONAL BAN	11.27.17	11/15/2017	001-197-830-873	11/15/2017
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	001-197-525-231	11/15/2017
			Outstanding Total:	2,124.50
Department: 201 - POLICE DEPARTMENT			Outstanding Total:	2,124.50
Outstanding				
WAL MART-GENERAL CITY	008826	11/09/2017	001-201-600-300	11/09/2017
MATTHEW ADDY	05918	11/14/2017	001-201-501-200	11/14/2017
CSPIRE WIRELESS	2019654265	11/07/2017	001-201-501-200	11/07/2017
CSPIRE WIRELESS	2019549132	11/07/2017	001-201-604-330	11/07/2017
SULLIVAN'S OFFICE SUPPLY, INC.	27700	11/09/2017	001-201-501-200	11/09/2017
WAL MART-GENERAL CITY	09586	11/14/2017	001-201-501-200	11/14/2017
CSPIRE WIRELESS	INV0023957	11/07/2017	001-201-604-330	11/07/2017
WAL MART-GENERAL CITY	008587	11/14/2017	001-201-501-200	11/14/2017
PITNEY BOWES INC- PURCHASE POWER	INV0023960	11/07/2017	001-201-604-330	11/07/2017

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MAXXSOUTH BROADBAND	INV0023959	11/07/2017	8282 41 101 0508324 CITY HALL	001-201-604-330		11/07/2017	25.86
PRITCHARD ENGINEERING, INC	12682	11/07/2017	BASEMENT WATER MITIGATION PLAN	001-201-630-426		11/07/2017	1,200.00
RACKLEY OIL INC.	000469064	11/14/2017	GAS	001-201-525-231		11/14/2017	2,196.00
CANON SOLUTIONS	4024113906	11/07/2017	RZE06197 OCT. CHARGES	001-201-635-369		11/07/2017	36.32
AMERICA-BURLINGTON							
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-201-604-330		11/14/2017	77.60
AT & T	1699609167	11/13/2017	8003-080-4589 -NOVEMBER CHARGES	001-201-600-300		11/13/2017	204.70
CANON SOLUTIONS	4024156274	11/13/2017	HFWD02043	001-201-635-369		11/13/2017	14.48
AMERICA-BURLINGTON							
CANON SOLUTIONS	4024178531	11/13/2017	JMQ18879	001-201-635-369		11/13/2017	34.95
AMERICA-BURLINGTON							
CANON SOLUTIONS	4024179675	11/13/2017	JMQ18878	001-201-635-369		11/13/2017	84.83
AMERICA-BURLINGTON							
REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	POLICY #791000535	001-201-620-370		11/07/2017	5,250.00
CANON SOLUTIONS	4024195640	11/13/2017	NZG07932	001-201-635-369		11/13/2017	40.62
AMERICA-BURLINGTON							
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-201-604-330		11/16/2017	1,962.84
4-COUNTY ELECTRIC POWER ASSOCIATION	91660	11/15/2017	212849	001-201-625-380		11/15/2017	-186.12
STARKVILLE UTILITIES	INV0024067	11/09/2017	UTILITIES	001-201-625-380		11/09/2017	1,008.08
ATMOS ENERGY	INV0024099	11/15/2017	4022600568	001-201-625-380		11/15/2017	212.79
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE	001-201-620-370		11/13/2017	40,587.89
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	1/1/2018-12/31/2018 NOVEMBER TESTING	001-201-525-231		11/15/2017	30.00
Paid							Outstanding Total:
CADENCE VISA	803174-A	11/08/2017	CAKE FOR PD GRAND OPENING	001-201-501-200		11/08/2017	63.12
Department: 240 - POLICE-COMMUNICATION SERV							Department 201 - POLICE DEPARTMENT Total:
Outstanding							Paid Total:
BOB'S MOBILE RADIO	INV0024077	11/13/2017	NOVEMBER 2017	001-240-630-404		11/13/2017	406.00
Department: 250 - NARCOTICS BUREAU							Outstanding Total:
Outstanding							Department 240 - POLICE-COMMUNICATION SERV Total:
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-250-604-330		11/07/2017	169.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-250-604-330		11/13/2017	33.61
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-250-604-330		11/13/2017	67.21
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-250-604-330		11/14/2017	77.60
STARKVILLE NARCOTICS	INV0024061	11/09/2017	INFORMANT FEES	001-250-600-304		11/09/2017	1,725.00
SYNERGETICS DIVERSIFIED COMP,INC	INV0024060	11/09/2017	FINAL RENT PAYMENT	001-250-635-368		11/09/2017	2,050.00
Department: 261 - FIRE DEPARTMENT							4,122.77
Outstanding							4,122.77
Department: 250 - NARCOTICS BUREAU Total:							4,122.77
THE WELDING WORKS LLC	2556	11/09/2017	NEW JACK, WIRE HARNESS, SPARE TIRE, LABOR	001-261-918-805		11/09/2017	387.50
THOMPSON MACHINERY	RP15945	11/09/2017	REPAIR L1	001-261-630-360		11/09/2017	440.68
STARKVILLE AUTO PARTS	5151-107087	11/09/2017	INT DOOR HANDLE	001-261-630-360		11/09/2017	105.99
WITMER PUBLIC SAFETY GROUP	1797687	11/09/2017	CUSTOM BADGE	001-261-535-233		11/09/2017	127.39
THE WELDING WORKS LLC	2553	11/09/2017	CUTTING TORCH & BOTTLES	001-261-918-805		11/09/2017	1,600.00
STARKVILLE AUTO PARTS	5151-107233	11/09/2017	OIL AND FILTER	001-261-630-360		11/09/2017	38.22
STARKVILLE AUTO PARTS	5151-107446	11/09/2017	HALOGEN SEALED BEAM	001-261-630-360		11/09/2017	12.39
WATERMARK PRINTERS LLC	11091	11/09/2017	PURCHASE ORDERS AND RECEIVING REPORTS	001-261-501-200		11/09/2017	361.00
SULLIVAN'S OFFICE SUPPLY, INC.	27681	11/09/2017	VELLUM PAPER, FLASH DRIV	001-261-501-200		11/09/2017	31.99
THOMPSON MACHINERY	WO370024625	11/09/2017	REPAIR BRAKES ON ENGINE #3	001-261-630-360		11/09/2017	1,752.42
STARKVILLE AUTO PARTS	5151-107722	11/09/2017	ANTI FREEZE COMPOUND	001-261-630-360		11/09/2017	7.49
THE CLINIC AT ELM LAKE, PA	19398	11/07/2017	BETHANY WEEKS	001-261-600-319		11/07/2017	30.00
THE CLINIC AT ELM LAKE, PA	19412	11/13/2017	STEVEN LANE	001-261-600-319		11/13/2017	30.00
THE T-SHIRT SHOP	20171762	11/09/2017	FD LOGO TSHIRTS-UNIFORM	001-261-535-233		11/09/2017	4,587.50
WAL MART-GENERAL CITY	3528	11/09/2017	BATTERIES FOR STATION	001-261-555-250		11/09/2017	69.79
IAAI	113602	11/07/2017	MCCURDY-MS CHAPTER DUES-FIRE/ARSON	001-261-554-240		11/07/2017	125.00
IAAI	114766	11/07/2017	MCMULLEN	001-261-554-240		11/07/2017	125.00
CITY GLASS CO	32839	11/07/2017	GLASS FOR ENGINE 31 DOOR	001-261-630-360		11/07/2017	50.00
NAFECO	899974	11/07/2017	TURN OUT COAT AND PANTS	001-261-918-805		11/07/2017	2,109.00
WAL MART-GENERAL CITY	01869	11/09/2017	BATTERIES AND SUPPLIES	001-261-555-250		11/09/2017	139.29
THE CLINIC AT ELM LAKE, PA	19208	11/13/2017	MICHAEL K. EDWARDS	001-261-600-319		11/13/2017	30.00
THE T-SHIRT SHOP	20171772	11/09/2017	GILDAN HOODIES	001-261-535-233		11/09/2017	1,368.00
THE T-SHIRT SHOP	20171773	11/09/2017	FIRE DEPT. LOGO POLO SHIR	001-261-535-233		11/09/2017	1,910.00
CANON SOLUTIONS AMERICA, INC	446954	11/15/2017	1486142/FIRE DEPT	001-261-501-200		11/15/2017	48.08

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REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	POLICY #791000535	001-261-620-370		11/07/2017	5,250.00
PETTY CASH VOUCHERS	126934	11/13/2017	FIRE CHIEF UNIFORM CLEANING	001-261-600-430		11/13/2017	28.19
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE 1/1/2018-12/31/2018	001-261-620-370		11/13/2017	42,142.21
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	NOVEMBER TESTING	001-261-525-231		11/15/2017	12.00
Department: 263 - FIRE TRAINING							Outstanding Total: 62,919.13
Outstanding							Department 261 - FIRE DEPARTMENT Total: 62,919.13
MARK MCCURDY	INV0024079	11/13/2017	FIRE INVESTIGATION TRAINING-ELECTRICAL SYSTEMS	001-263-600-390		11/13/2017	167.86
Department: 264 - FIRE COMMUNICATIONS							Outstanding Total: 167.86
Outstanding							Department 263 - FIRE TRAINING Total: 167.86
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-264-604-330		11/07/2017	183.29
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-264-604-330		11/13/2017	515.00
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-264-604-330		11/13/2017	2,832.46
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-264-604-330		11/14/2017	77.60
BOB'S MOBILE RADIO	INV0024077	11/13/2017	NOVEMBER 2017	001-264-630-404		11/13/2017	310.00
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-264-604-330		11/16/2017	160.04
Department: 267 - FIRE STATIONS AND BUILDINGS							Outstanding Total: 4,078.39
Outstanding							Department 264 - FIRE COMMUNICATIONS Total: 4,078.39
THE T-SHIRT SHOP	20171751	11/09/2017	FIRE DEPT WALL MURAL	001-267-558-269		11/09/2017	1,000.00
ATMOS ENERGY	INV0024074	11/13/2017	3018177201	001-267-625-380		11/13/2017	54.65
SPRINGERS DRY GOODS	1	11/07/2017	TWIN HEADBOARD, FOUNDATION	001-267-558-269		11/07/2017	170.00
SECURITY SOLUTIONS	105195	11/09/2017	FIRE NETWORK PROTOCOL ANNUAL FEE	001-267-558-269		11/09/2017	540.00
NORTHEAST EXTERMINATIN	317742	11/14/2017	FIRESTATION 2	001-267-558-269		11/14/2017	22.00
NORTHEAST EXTERMINATIN	317743	11/14/2017	FIRESTATION #3	001-267-558-269		11/14/2017	22.00
NORTHEAST EXTERMINATIN	317756	11/14/2017	FIRESTATION #4	001-267-558-269		11/14/2017	22.00
NORTHEAST EXTERMINATIN	318156	11/14/2017	FIRESTATION #5	001-267-558-269		11/14/2017	22.00

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4-COUNTY ELECTRIC POWER ASSOCIATION	91660	11/15/2017	212849	001-267-625-380		11/15/2017	-50.12
ATMOS ENERGY	INV0024076	11/13/2017	3015511080 FIRESTATION 1 UTILITIES	001-267-625-380		11/13/2017	130.25
STARKVILLE UTILITIES	INV0024066	11/09/2017	FIRESTATION #1	001-267-625-380		11/09/2017	3,550.51
NORTHEAST EXTERMINATING	317705	11/14/2017		001-267-558-269		11/14/2017	22.00
Outstanding Total:							5,505.29
Department 267 - FIRE STATIONS AND BUILDINGS Total:							5,505.29
Department: 281 - BUILDING/CODES OFFICE							
Outstanding							
BANKFIRST-VISA PAYMENT	INV0024027	11/09/2017	VISTA PRINT-BUSINESS CARDS FOR ALD.MILLER & LY	001-281-691-550		11/09/2017	38.21
CSPIRE WIRELESS	2019638512	11/07/2017	OTTERBOX & FEE/ACCT#0031694497	001-281-604-330		11/07/2017	95.99
EXPRESS EMPLOYMENT PROFESSIONALS	19648670	11/07/2017	J.POSLEY	001-281-600-300		11/07/2017	577.94
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-281-604-330		11/07/2017	158.54
PITNEY BOWES INC-PURCHASE POWER	INV0023960	11/07/2017	10.26.17 METER REFILL	001-281-604-330		11/07/2017	50.00
MAXXSOUTH BROADBAND	INV0023959	11/07/2017	8282 41 101 0508324 CITY HALL	001-281-604-330		11/07/2017	25.86
EXPRESS EMPLOYMENT PROFESSIONALS	19683079	11/07/2017	J.POSLEY	001-281-600-300		11/07/2017	624.80
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-281-604-330		11/14/2017	77.60
NE MS BOA CHAPTER	2018 DUES	11/07/2017	DUES FOR CITY OF STARKVIL	001-281-690-555		11/07/2017	50.00
CANON SOLUTIONS	4024181021	11/13/2017	JME15733	001-281-604-330		11/13/2017	1.33
AMERICA-BURLINGTON REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	POLICY #791000535	001-281-620-370		11/07/2017	450.00
EXPRESS EMPLOYMENT PROFESSIONALS	19715329	11/14/2017	J. POSLEY	001-281-600-300		11/14/2017	671.66
CADENCE VISA	141497	11/07/2017	E.MOORE ELECTRICAL CLASS	001-281-690-553		11/07/2017	120.00
VERIZON WIRELESS	000269601001	11/13/2017	IPHONE 7 SILVER 32GB	001-281-604-330		11/13/2017	137.48
SULLIVAN'S OFFICE SUPPLY, INC.	28406	11/13/2017	BINDERS & ENVELOPES	001-281-555-250		11/13/2017	50.95
R&M TIRES	1115433	11/14/2017	FLAT TIRE REPAIR ON TACO	001-281-630-400		11/14/2017	20.00
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE	001-281-620-370		11/13/2017	2,139.32
EXPRESS EMPLOYMENT PROFESSIONALS	19751718	11/15/2017	1/1/2018-12/31/2018 J.POSLEY	001-281-600-300		11/15/2017	515.46
TRUSTMARK NATIONAL BANK	11.27.17	11/15/2017	93894-PRIUS & 2 TACOMAS	001-281-820-874		11/15/2017	386.42
TRUSTMARK NATIONAL BANK	11.27.17	11/15/2017	93894-PRIUS & 2 TACOMAS	001-281-830-873		11/15/2017	50.53
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	NOVEMBER TESTING	001-281-525-231		11/15/2017	4.00
Outstanding Total:							6,246.09

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Paid							
CADENCE VISA	2019638512 A	11/08/2017	DOWNPAYMENT ON PHONE -CSPIRE	001-281-604-330		11/08/2017	49.99
TRUSTMARK NATIONAL BAN	INV0024019	11/08/2017	#00028207975/ LOAN 98905/STREET F250 & 2 TACOMAS	001-281-820-874		11/08/2017	397.46
TRUSTMARK NATIONAL BAN	INV0024019	11/08/2017	#00028207975/ LOAN 98905/STREET F250 & 2 TACOMAS	001-281-830-873		11/08/2017	53.91
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM							501.36
Outstanding							6,747.45
4-COUNTY ELECTRIC POWER ASSOCIATION	91660	11/15/2017	212849	001-290-625-380		11/15/2017	17.88
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0024100	11/15/2017	99633-001	001-290-625-380		11/15/2017	67.01
STARKVILLE UTILITIES	INV0024064	11/09/2017	UTILITIES	001-290-625-380		11/09/2017	153.96
Department: 301 - STREET DEPARTMENT							238.85
Outstanding							238.85
APAC-MISSISSIPPI, INC	4000072021	11/13/2017	ST 9.5MM RAP	001-301-560-270		11/13/2017	141.86
APAC-MISSISSIPPI, INC	4000072104	11/13/2017	SC-1 TY 8 RAP 15	001-301-560-270		11/13/2017	133.04
APAC-MISSISSIPPI, INC	4000072303	11/13/2017	ST 9.5 MM RAP	001-301-560-270		11/13/2017	607.85
RACKLEY OIL INC.	000463963	11/09/2017	GAS FOR STREET DEPT	001-301-525-231		11/09/2017	16,248.97
APAC-MISSISSIPPI, INC	4000072552	11/13/2017	1.21 ST 9.5MM RAP	001-301-560-270		11/13/2017	88.94
OREILLY AUTO PARTS	997-379966	11/13/2017	TOOL AND SOLDER	001-301-630-400		11/13/2017	11.45
APAC-MISSISSIPPI, INC	4000072771	11/13/2017	ST 9.5MM RAP	001-301-560-270		11/13/2017	666.66
APAC-MISSISSIPPI, INC	4000073183	11/13/2017	5.66 ST 9.5MM RAP	001-301-560-270		11/13/2017	416.02
LEE'S PRECAST CONCRETE, INC	109108	11/07/2017	PRECAST SS-2 EXTENSIONS	001-301-600-630		11/07/2017	750.00
STARKVILLE AUTO PARTS	5151-106899	11/13/2017	GAS INJECTOR, PIGTAIL	001-301-630-400		11/13/2017	99.98
OREILLY AUTO PARTS	997-383334	11/13/2017	SEAT CUSHION AND COVER	001-301-630-400		11/13/2017	37.98
IVY AUTO PARTS, LLC.	570437	11/13/2017	PIGTAIL SOCKETS	001-301-630-400		11/13/2017	33.49
IVY AUTO PARTS, LLC.	570678	11/13/2017	BOLTS,BATTERY,CORE DEPO CEMENT	001-301-630-400		11/13/2017	123.97
STARKVILLE AUTO PARTS	5151-107234	11/13/2017	WMA MT 12.5MM 2.05 TON	001-301-630-400		11/13/2017	10.39
APAC-MISSISSIPPI, INC	4000073598	11/13/2017	START SWITCH, TIMING LIGH	001-301-630-400		11/13/2017	150.68
OREILLY AUTO PARTS	997-385279	11/13/2017	BLOWER MOTOR	001-301-630-400		11/13/2017	105.98
STARKVILLE AUTO PARTS	5151-107339	11/13/2017	BLWR MOTOR RESISTOR	001-301-630-400		11/13/2017	31.99
STARKVILLE AUTO PARTS	5151-107350	11/13/2017	MOSQUITO CONTROL	001-301-630-400		11/13/2017	22.99
UNIVAR USA INC.	BH577947	11/09/2017	CAT HYDO ADVANCED	001-301-561-271		11/09/2017	972.00
THOMPSON MACHINERY	PC110252992	11/09/2017		001-301-630-400		11/09/2017	86.81

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STARKVILLE AUTO PARTS	5151-107419	11/13/2017	RICHT STRAP	001-301-630-400		11/13/2017	22.99
APAC-MISSISSIPPI, INC	4000073734	11/13/2017	WMA MT 12.5MM 5.88 TON	001-301-560-270		11/13/2017	432.18
IVY AUTO PARTS, LLC.	571564	11/13/2017	BRAKE PADS	001-301-630-400		11/13/2017	85.99
IVY AUTO PARTS, LLC.	571570	11/13/2017	BRAKE PADS	001-301-630-400		11/13/2017	39.00
STARKVILLE AUTO PARTS	5151-107582	11/13/2017	CASE GL, 9 QTS OIL	001-301-630-400		11/13/2017	83.40
ADVANCED FOREST EQUIPMENT	8570	11/13/2017	24 BEAVER TOOTH, 6 BULLET TOOTH BLADES	001-301-555-250		11/13/2017	552.86
APAC-MISSISSIPPI, INC	4000073829	11/13/2017	WMA MT 12.5MM-17.32 TONS	001-301-560-270		11/13/2017	1,273.03
APAC-MISSISSIPPI, INC	4000073916	11/13/2017	10.4 9.5 MIMRAP	001-301-560-270		11/13/2017	737.95
FASTENAL COMPANY	MSSTA75239	11/13/2017	4 MAG NUT DRIVER	001-301-555-250		11/13/2017	23.82
FASTENAL COMPANY	MSSTA75265	11/13/2017	MARKERS, LAG SHEILD, BITS, TRUBOLT	001-301-555-250		11/13/2017	102.71
FASTENAL COMPANY	MSSTA75268	11/13/2017	BALL SOCKET BITS, HEX LAG	001-301-555-250		11/13/2017	15.26
OKTIBBEHA COUNTY COOPERATIVE	295190	11/13/2017	CARHART JACKET	001-301-555-250		11/13/2017	76.83
STARKVILLE AUTO PARTS	5151-107806	11/13/2017	OIL AND FILTERS	001-301-630-400		11/13/2017	52.22
MID-SOUTH MACHINE & HY	551895-001	11/13/2017	2 CYLINDER REPAIRS	001-301-630-400		11/13/2017	180.00
IVY AUTO PARTS, LLC.	572356	11/13/2017	OIL	001-301-630-400		11/13/2017	27.48
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-301-604-330		11/07/2017	50.27
STARKVILLE AUTO PARTS	5151-107854	11/13/2017	OIL FILTER AND OIL	001-301-630-400		11/13/2017	27.40
WAL MART-GENERAL CITY	02783	11/13/2017	TRUNK OR TREAT CANDY	001-301-691-550		11/13/2017	98.90
GATEWAY TIRE & SERVICE CENTER	1103891991	11/13/2017	1 SCHOONER RADIAL TIRE AND MOUNT	001-301-630-400		11/13/2017	68.90
OKTIBBEHA COUNTY COOPERATIVE	295889	11/13/2017	CARHART JACKET	001-301-555-250		11/13/2017	9.00
CINTAS FIRST AID & SAFETY	5009170442	11/13/2017	SVC CHARGE, ALCOHOL PREP PADS, COUGH SYRUP	001-301-555-250		11/13/2017	40.17
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-301-604-330		11/13/2017	176.87
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-301-604-330		11/13/2017	33.61
APAC-MISSISSIPPI, INC	4000074073	11/13/2017	2.06 9.5 MM RAP	001-301-560-270		11/13/2017	151.41
SHERWIN WILLIAMS CO.	8838-9	11/09/2017	PAINT AND LINERS	001-301-565-272		11/09/2017	124.47
BELL BUILDING SUPPLY, INC.	207348	11/13/2017	SOCKET DRIVE,DEEP SOCKET,BIT HOLDER	001-301-555-250		11/13/2017	46.27
BELL BUILDING SUPPLY, INC.	207367	11/13/2017	100 DERBY RED ROPE	001-301-555-250		11/13/2017	79.00
POWERSTROKE EQUIPMENT SALES & SVC	2664	11/13/2017	SAW CHAINS	001-301-630-400		11/13/2017	29.98
STARKVILLE AUTO PARTS	5151-107969	11/13/2017	BULBS AND TAPE	001-301-630-400		11/13/2017	42.49
CINTAS	215273976	11/07/2017	STREET DEPT	001-301-535-233		11/07/2017	112.85
CINTAS	215273977	11/07/2017	AUTO-L BROWN	001-301-535-233		11/07/2017	35.00
IVY AUTO PARTS, LLC.	572806	11/13/2017	FUEL LINE HOSE	001-301-630-400		11/13/2017	21.95
IVY AUTO PARTS, LLC.	572807	11/13/2017	HOSE CLAMP	001-301-630-400		11/13/2017	3.96
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-301-604-330		11/14/2017	77.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STARKVILLE AUTO PARTS	5151-108039	11/13/2017	BAT TERM LEAD FREE	001-301-630-400		11/13/2017	5.29
STARKVILLE AUTO PARTS	5151-108043	11/13/2017	BUY BATTERY END	001-301-630-400		11/13/2017	1.99
STARKVILLE AUTO PARTS	5151-108065	11/13/2017	OIL AND FILTER	001-301-630-400		11/13/2017	129.08
IVY AUTO PARTS, LLC.	572845	11/13/2017	BATTERY AND FILTERS	001-301-630-400		11/13/2017	180.46
REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	POLICY #791000535	001-301-620-370		11/07/2017	2,350.00
NESCO ELECTRICAL DISTRIBUTORS	52208178.001	11/13/2017	6 CLEAR MH LAMPS	001-301-555-250		11/13/2017	79.38
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-301-604-330		11/16/2017	142.37
NESCO ELECTRICAL DISTRIBUTORS	52208483.001	11/13/2017	5 MH BALLASTS	001-301-555-250		11/13/2017	417.15
APAC-MISSISSIPPI, INC	4000074181	11/13/2017	2.15 SC-1 TY 8 (RAP 15)	001-301-560-270		11/13/2017	158.03
BELL BUILDING SUPPLY, INC.	207998	11/13/2017	CAUTION TAPE, POST LEVEL	001-301-555-250		11/13/2017	103.19
BASICS, INC. A Trade America Company	22138	11/13/2017	ORDER PADS, BATTERIES	001-301-555-250		11/13/2017	196.33
GATEWAY TIRE & SERVICE CENTER	1103905245	11/13/2017	TIRE, MOUNT, SERVICE CALL	001-301-630-400		11/13/2017	151.32
CINTAS	215275737	11/15/2017	STREET 11/7/17	001-301-535-233		11/15/2017	112.85
CINTAS	215275738	11/15/2017	AUTO 11/7/17	001-301-535-233		11/15/2017	35.00
BELL BUILDING SUPPLY, INC.	208149	11/13/2017	CHAIN,REBAR,NONSKID PAD	001-301-555-250		11/13/2017	104.54
EAST MISSISSIPPI LUMBER C	A29401	11/13/2017	DRAIN,RAFTER SQUARE,TAPE RULE	001-301-555-250		11/13/2017	56.57
GATEWAY TIRE & SERVICE CENTER	1103908239	11/13/2017	TRUCK FLAT OUTSIDE	001-301-630-400		11/13/2017	38.50
BELL BUILDING SUPPLY, INC.	208260	11/13/2017	GLOVES/FORKS/ALUM SCOO	001-301-555-250		11/13/2017	155.57
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE	001-301-620-370		11/13/2017	9,999.47
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	1/1/2018-12/31/2018 NOVEMBER TESTING	001-301-525-231		11/15/2017	16.00
Paid							Outstanding Total:
TRUSTMARK NATIONAL BAN	INV0024019	11/08/2017	#00028207975/ LOAN 98905/STREET F250 & 2 TACOMAS	001-301-820-874		11/08/2017	397.46
TRUSTMARK NATIONAL BAN	INV0024019	11/08/2017	#00028207975/ LOAN 98905/STREET F250 & 2 TACOMAS	001-301-830-873		11/08/2017	53.92
Department: 302 - STREET LIGHTING							Paid Total:
Outstanding							451.38
4-COUNTY ELECTRIC POWER ASSOCIATION	91660	11/15/2017	212849	001-302-625-380		11/15/2017	848.93
STARKVILLE UTILITIES	INV0024068	11/09/2017	UTILITIES	001-302-625-380		11/09/2017	275.29
Department 301 - STREET DEPARTMENT Total:							40,561.34

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STARKVILLE UTILITIES	INV0024070	11/09/2017	UTILITIES	001-302-625-380		11/09/2017	124.50
Department 302 - STREET LIGHTING Total:							1,248.72
Department: 360 - ANIMAL CONTROL							1,248.72
Outstanding							
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	001-360-604-330		11/07/2017	33.87
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	001-360-604-330		11/14/2017	77.60
REYNOLDS/RENASANT	849271	11/07/2017	POLICY #791000535	001-360-620-370		11/07/2017	220.00
INSURANCE AGENCY							
BOB'S MOBILE RADIO	INV0024077	11/13/2017	NOVEMBER 2017	001-360-604-330		11/13/2017	9.00
STARKVILLE UTILITIES	INV0024065	11/09/2017	UTILITIES	001-360-625-380		11/09/2017	1,285.46
MS MUNICIPAL LIABILITY	INV0024073	11/13/2017	LIABILITY COVERAGE	001-360-620-370		11/13/2017	2,234.32
PLAN			1/1/2018-12/31/2018				
PETROLEUM EQUIPMENT	5846	11/15/2017	NOVEMBER TESTING	001-360-525-231		11/15/2017	2.00
SERVICE & REPAIR, INC.							
Department 360 - ANIMAL CONTROL Total:							3,862.25
Department: 550 - PARKS AND REC DEPARTMENT							
Outstanding							
POWERSTROKE EQUIPMENT	2578	11/07/2017	2 SETS OF BLADES	001-550-501-220		11/07/2017	115.98
SALES & SVC							
POWERSTROKE EQUIPMENT	2164	11/13/2017	DECK WHEELS, BELTS, BLADE	001-550-600-370		11/13/2017	626.73
SALES & SVC							
CADENCE VISA	09253184	11/07/2017	CONDIMENTS, HOT DOGS, HAMBURGERS FOR TRUNK/TREAT	001-550-600-355		11/07/2017	1,211.94
TERRY SVC., INC	55324	11/09/2017	REPLACE CHILL WATER ACTIVATORS	001-550-600-300		11/09/2017	741.60
SPORTS SPECIALTY	19682	11/13/2017	FREIGHT ON 15' PORTABLE BENCH	001-550-600-300		11/13/2017	396.00
WAUKAWAY DISTRIBUTORS, INC	CLR1017-267	11/09/2017	MONTHLY COOLER RENT	001-550-501-220		11/09/2017	20.00
RACKLEY OIL INC.	000117642	11/15/2017	GAS	001-550-501-204		11/15/2017	245.01
POWERSTROKE EQUIPMENT	2593	11/07/2017	SAW CHAINS AND SAW TOO	001-550-501-220		11/07/2017	45.97
SALES & SVC							
RICE EQUIPMENT COMPANY	9092	11/13/2017	WELD SOCCER GOAL/SVC CALL	001-550-600-370		11/13/2017	135.00
RACKLEY OIL INC.	000117649	11/15/2017	GAS	001-550-501-204		11/15/2017	166.80
ROGERS GROUP	0726007075	11/13/2017	CLASS 1 RIP RAP	001-550-600-370		11/13/2017	835.49
RACKLEY OIL INC.	000117656	11/15/2017	GAS	001-550-501-204		11/15/2017	190.79
RACKLEY OIL INC.	001176650	11/15/2017	GAS	001-550-501-204		11/15/2017	170.09
OKTIBBEHA COUNTY COOPERATIVE	291930	11/13/2017	CARHART PANTS/HOUSE NUMBERS	001-550-535-543		11/13/2017	147.87

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TERRY SVC., INC	55802	11/09/2017	QUARTERLY SVC AGR. OCT-DEC. 2017	001-550-600-300		11/09/2017	1,323.00
OKTIBBEHA COUNTY COOPERATIVE	292429	11/13/2017	RYE GRASS	001-550-600-370		11/13/2017	800.00
GUARDIAN LOCK AND KEY	4514	11/07/2017	MASTER CYLINDER, KEYS, LABOR	001-550-600-300		11/07/2017	196.45
JERRY PATE TURF SUPPLY, IN	18275	11/13/2017	SEAL KIT, OIL, LABOR, DELIVERY	001-550-600-370		11/13/2017	1,235.77
EAST MISSISSIPPI LUMBER C A&M ENTERTAINMENT	F5186 0000135	11/13/2017 11/07/2017	42-80LBS BAG CONCRETE MOBILE STAGE, SPEAKERS, MONITOR, CONSOLE	001-550-501-200 001-550-600-355		11/13/2017 11/07/2017	216.30 1,000.00
RACKLEY OIL INC.	000117673	11/15/2017	GAS	001-550-501-204		11/15/2017	119.29
CINTAS FIRST AID & SAFETY	5009170433	11/07/2017	FIRST AID SUPPLIES	001-550-501-220		11/07/2017	139.41
EAST MISSISSIPPI LUMBER C	A28747	11/13/2017	WHEELBARROW AND RAKES	001-550-501-220		11/13/2017	197.57
DONALD SAXON	3225	11/07/2017	COACHING	001-550-600-355		11/07/2017	500.00
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-550-600-330		11/13/2017	33.61
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	001-550-600-330		11/13/2017	115.75
DEERE & COMPANY	1600062856	11/14/2017	FEES ON EQUIPMENT	001-550-600-300		11/14/2017	121.64
DEERE & COMPANY	1600063022	11/14/2017	FEES ON EQUIPMENT	001-550-600-300		11/14/2017	54.16
OKTIBBEHA COUNTY COOPERATIVE	297484	11/13/2017	3 GO BLUE FLAGS	001-550-600-300		11/13/2017	29.37
SPORTS SPECIALTY	20168	11/13/2017	PRINTED TSHIRTS FOR HALLOWEEN	001-550-600-355		11/13/2017	780.00
SULLIVAN'S OFFICE SUPPLY, INC.	28144	11/13/2017	OFFICE SUPPLIES	001-550-501-200		11/13/2017	104.49
THOMPSON MACHINERY COMMERCE CORP (RENTALS)	S3233601	11/13/2017	LIGHT TOWERS & GENERATORS RENTAL	001-550-600-355		11/13/2017	2,216.93
CANON SOLUTIONS AMERICA, INC	40244158665	11/15/2017	JMQ12482 PARKS	001-550-600-370		11/15/2017	245.30
REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	POLICY #791000535	001-550-600-360		11/07/2017	850.00
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	001-550-600-330		11/16/2017	40.01
ATMOS ENERGY	INV0024075	11/13/2017	3019958172 PARKS & REC	001-550-600-340		11/13/2017	26.63
POP PORIUM GOURMET POPCORN	000007	11/13/2017	100 HOT COCOA PACKETS	001-550-600-355		11/13/2017	359.10
STARKVILLE UTILITIES	INV0024071	11/09/2017	UTILITIES	001-550-600-340		11/09/2017	21,771.51
SCHRONDA FAYE EDDINS	INV0024081	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	500.00
KENNEDY STEVENSON	INV0024082	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	700.00
ANNEDY AKINS	INV0024083	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	200.00
VERLEAN AKINS	INV0024084	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	338.00
MARION WATSON	INV0024085	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	400.00
JALANA M. PERSE	INV0024086	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	120.00
NEIKO HOWELL	INV0024087	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	120.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CHARLES R. TILLERY II	INV0024088	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	400.00
RONALD JOHNSON JR.	INV0024089	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	400.00
RAPHAEL MCCLAIN	INV0024090	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	430.00
CHRISTOPHER ANDRE CLARK	INV0024091	11/14/2017	ACTIVITY WORKER	001-550-600-320		11/14/2017	100.00
RACHEL LAMBERT	INV0024092	11/14/2017	UMPIRES & REFEREES	001-550-600-320		11/14/2017	100.00
CODY ROMAN	INV0024093	11/14/2017	UMPIRES & REFEREES	001-550-600-320		11/14/2017	100.00
COOPER CLEMENT	INV0024094	11/14/2017	UMPIRES & REFEREES	001-550-600-320		11/14/2017	50.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	NOVEMBER TESTING	001-550-501-204		11/15/2017	8.00

Outstanding Total: 41,491.56

Department 550 - PARKS AND REC DEPARTMENT Total: 41,491.56

Department: 800 - DEBT SERVICE

Outstanding							
BANKPLUS	INV0023955	11/07/2017	2015 GO BOND INTEREST	001-800-850-830		11/07/2017	36,343.75

Outstanding Total: 36,343.75

Department 800 - DEBT SERVICE Total: 36,343.75

Fund 001 - GENERAL FUND Total: 384,716.61

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding							
CLEARWATER INC., ENVIRONMENTAL ENGI	1141701P	11/14/2017	2014 AIP ENG. PAY REQUEST #4	015-505-720-805		11/14/2017	450.25
HORTON, INC	C08072-000	11/07/2017	2-TRUCK STACK DOOR ASSEMBLY	015-505-501-198		11/07/2017	334.99
HORTON, INC	C08085-000	11/07/2017	BULB SEAL	015-505-501-198		11/07/2017	127.20
STARKVILLE AUTO PARTS	5151-107773	11/09/2017	SHOP TOWELS, HOSES, FITTINGS, CLEANERS	015-505-630-400		11/09/2017	330.50
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	015-505-604-330		11/07/2017	50.27
PITNEY BOWES INC-PURCHASE POWER	INV0023960	11/07/2017	10.26.17 METER REFILL	015-505-604-330		11/07/2017	10.00
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	015-505-604-330		11/13/2017	240.43
WAL MART-GENERAL CITY	03730	11/09/2017	SWIFFERS, INVOICE BOOKS, CORD	015-505-691-550		11/09/2017	69.58
SIMMONS EROSION CONTROL, INC	J-1962	11/14/2017	#9 & #10 DRAINAGE IMP	015-505-720-805		11/14/2017	136.07
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	015-505-604-330		11/14/2017	77.60
REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	POLICY #791000535	015-505-620-370		11/07/2017	1,750.00
EASTERN AVIATION FUELS	R2852437	11/07/2017	JET TRUCK RENT, AVGAS TRUCK RENT	015-505-600-322		11/07/2017	800.00
STARKVILLE UTILITIES	INV0024062	11/09/2017	UTILITIES	015-505-625-380		11/09/2017	1,327.10
RODNEY LINCOLN	06317	11/15/2017	REIMB WALMART CHARGES	015-505-691-550		11/15/2017	47.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE 1/1/2018-12/31/2018	015-505-620-370		11/13/2017	11,276.00
BENN HARRELL	INV0024096	11/14/2017	WEEDEATING	015-505-600-338		11/14/2017	270.00
SIMMONS EROSION CONTROL, INC	J-1961	11/14/2017	PHASE 1, DRAINAGE IMP. #6	015-505-720-805		11/14/2017	1,044.20
Outstanding Total:							18,341.58
Department 505 - AIRPORT Total:							18,341.58
Fund 015 - AIRPORT FUND Total:							18,341.58
Fund: 016 - RESTRICTED AIRPORT							
Department: 515 - RESTRICTED PROJECTS							
Outstanding							
CLEARWATER INC., ENVIRONMENTAL ENGI	1141701P	11/14/2017	2014 AIP ENG. PAY REQUEST #4	016-515-600-300		11/14/2017	8,104.50
CLEARWATER INC., ENVIRONMENTAL ENGI	1141701P	11/14/2017	2014 AIP ENG. PAY REQUEST #4	016-515-600-340		11/14/2017	450.25
SIMMONS EROSION CONTROL, INC	J-1962	11/14/2017	#9 & #10 DRAINAGE IMP	016-515-720-805		11/14/2017	2,449.14
SIMMONS EROSION CONTROL, INC	J-1962	11/14/2017	#9 & #10 DRAINAGE IMP	016-515-720-812		11/14/2017	136.06
SIMMONS EROSION CONTROL, INC	J-1961	11/14/2017	PHASE 1, DRAINAGE IMP. #6	016-515-720-800		11/14/2017	1,044.19
SIMMONS EROSION CONTROL, INC	J-1961	11/14/2017	PHASE 1, DRAINAGE IMP. #6	016-515-720-801		11/14/2017	18,795.50
Outstanding Total:							30,979.64
Department 515 - RESTRICTED PROJECTS Total:							30,979.64
Fund 016 - RESTRICTED AIRPORT Total:							30,979.64

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

CINTAS	215265233-S	11/15/2017	SANITATION 09/26/17	022-322-535-233		11/15/2017	128.34
CINTAS	215265234-S	11/15/2017	SANITATON 11/7/17	022-322-535-233		11/15/2017	111.80
ULINE	90877071	11/09/2017	50 BLANK TRASH RECEPTACLES	022-322-555-250		11/09/2017	422.11
TERRY'S GARAGE, INC	41020	11/09/2017	TRUCK #40 REPLACE BRAKE CHAMBER	022-322-555-250		11/09/2017	121.84
H&O TRUCKS & TRAILER REPAIR L.L.C.	40747	11/13/2017	RESET MAILBOX AT EXT 103	022-322-555-250		11/13/2017	138.49
TRI-STATE TRUCK CENTER	BI06380	11/09/2017	HOSES FOR TRUCK #98	022-322-555-250		11/09/2017	250.45
STARKVILLE AUTO PARTS	5151-107507	11/09/2017	BATTERY FOR LANDFILL TRACTOR	022-322-630-360		11/09/2017	179.99
TERRY'S GARAGE, INC	41075	11/09/2017	TRUCK #41 REPAIR BRAKES	022-322-630-400		11/09/2017	86.70
CSPIRE WIRELESS	INV0023957	11/07/2017	0030343986	022-322-604-330		11/07/2017	128.21
WAL MART-GENERAL CITY	06100-A	11/09/2017	TRUNK OR TREAT CANDY	022-322-501-200		11/09/2017	107.39

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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	22133	11/13/2017	AEROGREEN SOAP	022-322-501-200		11/13/2017	179.28
BASICS, INC. A Trade America Company	22134	11/13/2017	REFRESH HAND SOAP	022-322-501-200		11/13/2017	-97.66
PITNEY BOWES INC-PURCHASE POWER	INV0023960	11/07/2017	10.26.17 METER REFILL	022-322-604-330		11/07/2017	120.00
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	022-322-604-330		11/13/2017	33.58
BELL BUILDING SUPPLY, INC.	207392	11/07/2017	SAFETY HASP , FLAT BLACK PAINT	022-322-555-250		11/07/2017	12.38
OREILLY AUTO PARTS	997-388722	11/07/2017	30 GALLONS ANTIFREEZE	022-322-555-250		11/07/2017	404.70
CINTAS	215273979	11/07/2017	SANITATION/LANDSCAPE	022-322-535-233		11/07/2017	119.78
WASTE MANAGEMENT	0694344-2132-2	11/07/2017	SEPTEMBER & OCTOBER RECYCLING	022-322-600-431		11/07/2017	4,756.56
GATEWAY TIRE & SERVICE CENTER	1103898216	11/07/2017	TRUCK #98 TIRE & MOUNT	022-322-630-360		11/07/2017	280.64
GATEWAY TIRE & SERVICE CENTER	1103898219	11/07/2017	TRUCK #42 4TIRES & MOUN	022-322-630-360		11/07/2017	1,008.56
CSPIRE BUSINESS SOLUTION	1145043	11/14/2017	CSBS-643956	022-322-604-330		11/14/2017	77.60
GOLDEN TRIANGLE PLANNING & DEVELOPM	3245	11/14/2017	MAILED ITEMS PLUS PAST DUE AMOUNT	022-322-600-364		11/14/2017	305.50
GOLDEN TRIANGLE PLANNING & DEVELOPM	3246	11/14/2017	BANK DRAFTS	022-322-600-364		11/14/2017	10.50
GOLDEN TRIANGLE PLANNING & DEVELOPM	3247	11/14/2017	STAFF HOURS	022-322-600-364		11/14/2017	10.00
REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	POLICY #791000535	022-322-620-370		11/07/2017	3,160.00
H&O TRUCKS & TRAILER REPAIR L.L.C.	57551	11/13/2017	HOSES,CLAMPS,SOLVENT,CO	022-322-630-360		11/13/2017	679.66
GOLDEN TRIANGLE REG	INV0023958	11/07/2017	OLANT, LABOR	022-322-600-379		11/07/2017	36,645.48
SOLID WASTE MGMT. AUTH			OCTOBER SOLID WASTE TICKETS				
GATEWAY TIRE & SERVICE CENTER	1103905438	11/14/2017	TRUCK #94 /TIRES AND MOUNT	022-322-630-360		11/14/2017	834.48
CINTAS	215275740-L	11/15/2017	LANDSCAPE 11/7/17	022-322-535-233		11/15/2017	228.84
NORTHEAST EXTERMINATIN	317706	11/14/2017	SANITATION	022-322-600-364		11/14/2017	30.00
STARKVILLE UTILITIES	INV0024069	11/09/2017	UTILITIES	022-322-630-360		11/09/2017	1,079.37
TRI-STATE TRUCKCENTER	BI08614	11/13/2017	CONNECTORS,HOSE CLAMPS,HOSE FEET	022-322-630-360		11/13/2017	86.33
TRI-STATE TRUCKCENTER	BI08621	11/14/2017	RETURN	022-322-630-360		11/14/2017	-3.50
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE	022-322-620-370		11/13/2017	15,858.15
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	1/1/2018-12/31/2018				
STARKVILLE DAILY NEWS	INV0024107	11/15/2017	NOVEMBER TESTING	022-322-525-231		11/15/2017	42.00
			OCTOBER CHARGES FOR ADVERTISING	022-322-604-330		11/15/2017	259.00

Outstanding Total:

67,796.55

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Paid							
TRUSTMARK NATIONAL BAN	INV0024020	11/08/2017	LOAN #90090/2 FRONT LOADERS	022-322-820-874		11/08/2017	6,428.57
TRUSTMARK NATIONAL BAN	INV0024020	11/08/2017	LOAN #90090/2 FRONT LOADERS	022-322-830-873		11/08/2017	761.98
Paid Total:							7,190.55
Department 322 - SANITATION DEPARTMENT Total:							74,987.10
Department: 323 - MISSING DESCRIPTION							
Outstanding							
M'PRINTS	23467	11/07/2017	3X8 FULL COLOR BANNER	022-323-501-200		11/07/2017	78.50
M'PRINTS	23468	11/07/2017	150 HAND SANITIZERS-KEEP STKVILLE BEAUTIFUL	022-323-501-200		11/07/2017	262.15
M'PRINTS	23469	11/07/2017	100 SPORTS BOTTLES -KEEP STKVILLE BEAUTIFUL	022-323-501-200		11/07/2017	153.33
MSU-PARKING & TRANSIT SERVICES	1017-200	11/14/2017	SHUTTLE RENTAL-15 PASS VAN-KEEP STKVILLE BEAUTIFUL	022-323-501-200		11/14/2017	390.00
Outstanding Total:							883.98
Paid							
CADENCE VISA	INV0023965	11/08/2017	TRASH PICKER TOOL-KEEP STKVILLE BEAUTIFUL	022-323-691-550		11/08/2017	689.04
Paid Total:							689.04
Department 323 - MISSING DESCRIPTION Total:							1,573.02
Department: 325 - RUBBISH							
Outstanding							
STARKVILLE AUTO PARTS	5151107362	11/09/2017	HYDRAULIC HOSE	022-325-555-250		11/09/2017	77.38
STARKVILLE AUTO PARTS	5151107920	11/09/2017	HOSES AND WIRE TIES	022-325-555-250		11/09/2017	189.07
STARKVILLE AUTO PARTS	5151-1079222	11/09/2017	HYD TRANSMISSION	022-325-555-250		11/09/2017	32.99
TERRY'S GARAGE, INC	41101	11/09/2017	HYDRAULIC FILTER AND LABOR	022-325-630-360		11/09/2017	43.53
PETROLEUM EQUIPMENT SERVICE-& REPAIR, INC.	5846	11/15/2017	NOVEMBER TESTING	022-325-525-231		11/15/2017	4.00
Outstanding Total:							346.97
Department 325 - RUBBISH Total:							346.97
Department: 341 - LANDSCAPING							
Outstanding							
CINTAS	2152652333-S	11/15/2017	SANITATION 09/26/17	022-341-535-233		11/15/2017	128.37
CINTAS	215265234-L	11/15/2017	LANDSCAPE 09/26/17	022-341-535-233		11/15/2017	111.79
STARKVILLE AUTO PARTS	5151-107236	11/09/2017	OIL AND FUEL	022-341-555-250		11/09/2017	113.48
STARKVILLE AUTO PARTS	5151-107261	11/09/2017	ELECTRICAL TAPE	022-341-555-250		11/09/2017	1.99
STARKVILLE AUTO PARTS	5151-107828	11/09/2017	BUSHHOG#2-GEAR OIL AND FUNNEL	022-341-555-250		11/09/2017	62.98
STARKVILLE AUTO PARTS	5151-107848	11/09/2017	BATTERY FOR TRACTOR #1	022-341-555-250		11/09/2017	125.99

Expense Approval Report

Post Dates: 11/06/2017 - 11/16/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
H & R AGRI-POWER	CN43792	11/07/2017	TRACTOR # 1-SPINDLE & BUSHINGS	022-341-555-250		11/07/2017	283.97
H & R AGRI-POWER	CN43858	11/07/2017	PIPE & ASSMB CAP TRACTOR #1	022-341-555-250		11/07/2017	125.20
CINTAS	215273979	11/07/2017	SANITATION/LANDSCAPE	022-341-535-233		11/07/2017	119.78
POWERSTROKE EQUIPMENT SALES & SVC	2669	11/07/2017	EXMARK BELT, BLADES, LOCKING LEVER	022-341-555-250		11/07/2017	79.97
REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	POLICY #791000535	022-341-620-370		11/07/2017	175.00
INGRAM EQUIPMENT COMPANY, LLC	0061547-IN	11/13/2017	WATER HOSE ASSEMBLY	022-341-555-250		11/13/2017	373.00
GATEWAY TIRE & SERVICE CENTER	1103903782	11/14/2017	TRUCK #000/TIRE AND MOUNT	022-341-630-360		11/14/2017	113.88
CINTAS	215275740-S	11/15/2017	SANITATION 11/7/17	022-341-535-233		11/15/2017	228.84
POWERSTROKE EQUIPMENT SALES & SVC	2685	11/14/2017	FILLER CAP	022-341-555-250		11/14/2017	13.98
REGIONS FINANCIAL CORPORATION	817803	11/15/2017	001-0007521-006/ 2 F20 TRUCKS	022-341-820-874		11/15/2017	1,158.66
REGIONS FINANCIAL CORPORATION	817803	11/15/2017	001-0007521-006/ 2 F20 TRUCKS	022-341-830-873		11/15/2017	55.64
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE 1/1/2018-12/31/2018	022-341-620-370		11/13/2017	4,999.25
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	NOVEMBER TESTING	022-341-525-231		11/15/2017	12.00
Outstanding Total:							8,283.77
Paid							
TRUSTMARK NATIONAL BAN	INV0024021	11/08/2017	LOAN#90089/STREET SWEEPER	022-341-820-874		11/08/2017	3,346.88
TRUSTMARK NATIONAL BAN	INV0024021	11/08/2017	LOAN#90089/STREET SWEEPER	022-341-830-873		11/08/2017	396.71
Paid Total:							3,743.59
Department 341 - LANDSCAPING Total:							12,027.36
Fund 022 - SANITATION Total:							88,934.45
Fund: 023 - LANDFILL ACCOUNT							
Department: 323 - MISSING DESCRIPTION							
Outstanding							
SOUTHERN TELECOMMUNICATIONS	INV0024072	11/13/2017	2490 ACCT-OCTOBER 2017	023-323-604-330		11/13/2017	33.61
CINTAS	215273978	11/07/2017	LANDFILL	023-323-535-233		11/07/2017	47.89
REYNOLDS/RENASANT INSURANCE AGENCY	849271	11/07/2017	POLICY #791000535	023-323-620-370		11/07/2017	1,862.50
VERIZON WIRELESS	9795569023	11/16/2017	OCT. 2017 WIRELESS BILL BY DEPT	023-323-604-330		11/16/2017	80.02

Expense Approval Report

Post Dates: 11/06/2017 - 11/16/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
4-COUNTY ELECTRIC POWER ASSOCIATION	91660	11/15/2017	212849	023-323-625-380		11/15/2017	8.99
4-COUNTY ELECTRIC POWER ASSOCIATION	91660	11/15/2017	212849	023-323-625-380		11/15/2017	6.87
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0024101	11/15/2017	102182-001	023-323-625-380		11/15/2017	176.00
CINTAS	215275739	11/15/2017	LANDFILL 11/7/17	023-323-535-233		11/15/2017	35.00
ROCK HILL WATER ASSOCIATION	INV0023962	11/07/2017	OCTOBER & NOVEMBER UTILITIES	023-323-625-380		11/07/2017	124.00
MS MUNICIPAL LIABILITY PLAN	INV0024073	11/13/2017	LIABILITY COVERAGE 1/1/2018-12/31/2018	023-323-620-370		11/13/2017	1,422.88
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	5846	11/15/2017	NOVEMBER TESTING	023-323-525-231		11/15/2017	8.00

Outstanding Total: 3,805.76

Department 323 - MISSING DESCRIPTION Total: 3,805.76

Fund 023 - LANDFILL ACCOUNT Total: 3,805.76

Fund: 107 - COMPUTER ASSESSMENTS

Department: 112 - COMPUTER ASSESSMENTS

Outstanding

TYLER TECHNOLOGIES	025-196153	11/14/2017	INCODE SEPT. 2017-AUG 201	107-112-600-303		11/14/2017	20,851.91
TYLER TECHNOLOGIES	025-196786	11/14/2017	AUGUST ONLINE COURT	107-112-600-303		11/14/2017	175.00
TYLER TECHNOLOGIES	025-202208	11/09/2017	MONTHLY COURT ONLINE FEES	107-112-600-303		11/09/2017	175.00
TYLER TECHNOLOGIES	025-206070	11/14/2017	MICROSOFT SQL SERVER RUNTIME	107-112-600-303		11/14/2017	1,759.00
TYLER TECHNOLOGIES	025-205234	11/14/2017	NOVEMBER ONLINE COURT	107-112-600-303		11/14/2017	175.00

Outstanding Total: 23,135.91

Department 112 - COMPUTER ASSESSMENTS Total: 23,135.91

Fund 107 - COMPUTER ASSESSMENTS Total: 23,135.91

Fund: 375 - PARK AND REC TOURISM

Department: 551 - PARK & REC TOURISM

Outstanding

BOHLMANN QUALITY PRODUCTS	B9504	11/07/2017	2-CONCRETE DRINKING FOUNTAINS-PUSH BUTTON ASSEMBLY	375-551-907-942		11/07/2017	85.75
MMC MATERIALS, INC.	511658	11/07/2017	8 CY 3000 PSI, SMALL LOAD CHARGE	375-551-907-942		11/07/2017	1,277.00
BAKER'S READY MIX	54285	11/07/2017	20 YDS TOPSOIL	375-551-907-942		11/07/2017	450.00
DALHOFF THOMAS DESIGN STUDIO	0008587	11/13/2017	SPORTSPLES & MCKEE PARK DESIGN SVS	375-551-907-942		11/13/2017	13,250.00

Outstanding Total: 15,062.75

Expense Approval Report

Post Dates: 11/06/2017 - 11/16/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Paid							
REGIONS FINANCIAL CORPORATION	816402	11/08/2017	#001-0007521-007/POOL PAYMENT	375-551-840-880		11/08/2017	1,275.07
REGIONS FINANCIAL CORPORATION	816402	11/08/2017	#001-0007521-007/POOL PAYMENT	375-551-840-881		11/08/2017	36.18
Fund: 610 - TRUST & AGENCY							Paid Total: 1,311.25
Department: 000 - UNDESIGNATED							Department 551 - PARK & REC TOURISM Total: 16,374.00
Outstanding							Fund 375 - PARK AND REC TOURISM Total: 16,374.00
STARKVILLE CONVENTIONS/VISITORS BU	INV0024105	11/15/2017	2% HOTEL/MOTEL TAX	610-000-147-656		11/15/2017	23,339.59
Paid							Outstanding Total: 23,339.59
STARKVILLE CONVENTIONS/VISITORS BU	INV0023951	11/06/2017	2% HOTEL/MOTEL TAX	610-000-147-656		11/06/2017	40,316.20
Fund: 630 - ECONOMIC DEV, TOURISM & CONV							Paid Total: 40,316.20
Department: 000 - UNDESIGNATED							Department 000 - UNDESIGNATED Total: 63,655.79
Outstanding							Fund 610 - TRUST & AGENCY Total: 63,655.79
MSU	INV0024103	11/15/2017	2% FOOD AND BEVERAGE TAX (20%)	630-000-147-657		11/15/2017	37,854.56
STARKVILLE CONVENTIONS/VISITORS BU	INV0024104	11/15/2017	2% FOOD AND BEVERAGE TAX (15%)	630-000-147-664		11/15/2017	28,390.92
O.C.E.D.A	INV0024106	11/15/2017	2% FOOD AND BEVERAGE TAX (15%)	630-000-148-655		11/15/2017	28,390.92
Paid							Outstanding Total: 94,636.40
O.C.E.D.A	INV0023948	11/06/2017	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655		11/06/2017	26,021.27
MSU	INV0023949	11/06/2017	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657		11/06/2017	34,695.03
STARKVILLE CONVENTIONS/VISITORS BU	INV0023950	11/06/2017	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664		11/06/2017	26,021.27
Paid Total: 86,737.57							Department 000 - UNDESIGNATED Total: 181,373.97
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total: 181,373.97							Grand Total: 811,317.71

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	384,716.61	2,561.96
015 - AIRPORT FUND	18,341.58	0.00
016 - RESTRICTED AIRPORT	30,979.64	0.00
022 - SANITATION	88,934.45	11,623.18
023 - LANDFILL ACCOUNT	3,805.76	0.00
107 - COMPUTER ASSESSMENTS	23,135.91	0.00
375 - PARK AND REC TOURISM	16,374.00	1,311.25
610 - TRUST & AGENCY	63,655.79	40,316.20
630 - ECONOMIC DEV, TOURISM & CONV	181,373.97	86,737.57
Grand Total:	811,317.71	142,550.16

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	1,289.68	0.00
001-000-054-205	DUE FROM STARKVILLE	345.28	0.00
001-000-054-208	DUE FROM PARKS & REC	9,502.03	0.00
001-000-070-251	FUEL INVENTORY	-675.46	0.00
001-000-106-604	1099 GARNISHMENTS	-100.00	0.00
001-000-149-691	MUNICIPAL COURT BON	326.00	326.00
001-000-160-618	PINK HEALS/FIRE DEPAR	1,536.50	0.00
001-000-160-697	DONATION FIRE	122.94	0.00
001-000-160-698	DONATION POLICE	111.10	0.00
001-000-160-998	FIRE CHIEF CONFERENCE	443.56	0.00
001-100-604-330	COMMUNICATIONS	785.54	0.00
001-100-610-350	TRAVEL / TRAINING	970.10	970.10
001-100-680-311	PROFESSIONAL SUPPLIE	60.75	0.00
001-110-501-200	SUPPLIES	183.35	0.00
001-110-604-330	COMMUNICATIONS	744.20	0.00
001-110-620-370	INSURANCE	5,718.68	0.00
001-111-604-330	COMMUNICATIONS	113.65	0.00
001-120-501-200	SUPPLIES	14.98	0.00
001-120-503-202	COMMITTEE SUPPORT	178.18	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,672.55	0.00
001-120-604-330	COMMUNICATIONS	477.07	0.00
001-120-691-550	MISCELLANEOUS	187.99	0.00
001-123-600-300	WEB SITE SERVICES AND	358.44	0.00
001-123-604-330	COMMUNICATIONS	1,750.47	0.00
001-123-620-370	INSURANCE	15,250.73	0.00
001-123-691-550	MISCELLANEOUS	25.90	0.00
001-142-600-338	CONTRACT SERVICES	50,000.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-145-501-200	SUPPLIES	831.84	0.00
001-145-604-330	COMMUNICATIONS	539.83	0.00
001-145-630-400	EQUIPMENT RENT	245.63	0.00
001-145-691-550	MISCELLANEOUS	67.79	0.00
001-159-620-371	BONDING-CITY EMPLOY	-175.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	9,002.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	42.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	724.94	0.00
001-180-501-200	SUPPLIES/MISC	19.14	0.00
001-180-604-330	COMMUNICATIONS	259.36	0.00
001-190-501-200	SUPPLIES	67.47	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-310	PLANNING COMMISSIO	70.00	0.00
001-190-600-326	BOARD OF ADJUSTMEN	89.20	0.00
001-190-604-330	COMMUNICATIONS	962.02	0.00
001-190-607-607	HISTORIC PRES COMMI	10.11	0.00
001-190-620-370	INSURANCE	2,804.32	0.00
001-190-918-807	OFFICE EQUIPMENT/SO	250.00	250.00
001-192-510-220	SUPPLIES	362.34	0.00
001-192-620-370	INSURANCE	2,975.00	0.00
001-192-625-380	UTILITIES	3,023.30	0.00
001-192-630-403	REPAIRS TO BUILDING	3,624.48	0.00
001-197-501-200	SUPPLIES	98.89	0.00
001-197-525-231	GAS & OIL	2.00	0.00
001-197-604-330	COMMUNICATIONS	114.78	0.00
001-197-620-370	INSURANCE	1,471.88	0.00
001-197-820-874	PRINCIPAL	386.42	0.00
001-197-830-873	INTEREST	50.53	0.00
001-201-501-200	SUPPLIES	901.36	63.12
001-201-525-231	GAS & OIL	2,226.00	0.00
001-201-600-300	PROFESSIONAL SERVICE	241.82	0.00
001-201-604-330	COMMUNICATIONS	4,049.75	0.00
001-201-620-370	INSURANCE	45,837.89	0.00
001-201-625-380	UTILITIES	1,034.75	0.00
001-201-630-426	BUILDING MAINTENANC	1,200.00	0.00
001-201-635-369	COPIER RENTAL	211.20	0.00
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-250-600-304	INFORMANT FEES	1,725.00	0.00
001-250-604-330	COMMUNICATIONS	347.77	0.00
001-250-635-368	RENT	2,050.00	0.00
001-261-501-200	SUPPLIES	441.07	0.00
001-261-525-231	GAS & OIL	12.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-261-535-233	UNIFORMS	7,992.89	0.00
001-261-554-240	FIRE INVESTIGATION	250.00	0.00
001-261-555-250	SUPPLIES & SMALL TOO	209.08	0.00
001-261-600-319	PHYSICAL EXAMINATION	90.00	0.00
001-261-600-430	UNIFORM CLEANING	28.19	0.00
001-261-620-370	INSURANCE	47,392.21	0.00
001-261-630-360	SHOP REPAIRS & MAINT	2,407.19	0.00
001-261-918-805	MACHINERY AND EQUIP	4,096.50	0.00
001-263-600-390	FIRE TRAINING	167.86	0.00
001-264-604-330	COMMUNICATIONS	3,768.39	0.00
001-264-630-404	RADIO MAINTENANCE /	310.00	0.00
001-267-558-269	BUILDING MAINTENANC	1,820.00	0.00
001-267-625-380	UTILITIES	3,685.29	0.00
001-281-525-231	GAS & OIL	4.00	0.00
001-281-555-250	SUPPLIES & SMALL TOO	50.95	0.00
001-281-600-300	PROFESSIONAL SERVICE	2,389.86	0.00
001-281-604-330	COMMUNICATIONS	596.79	49.99
001-281-620-370	INSURANCE	2,589.32	0.00
001-281-630-400	EQUIPMENT REPAIR &	20.00	0.00
001-281-690-553	TRAINING	120.00	0.00
001-281-690-555	DUES	50.00	0.00
001-281-691-550	MISCELLANEOUS	38.21	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	783.88	397.46
001-281-830-873	INTEREST (VEHICLES)	104.44	53.91
001-290-625-380	UTILITIES	238.85	0.00
001-301-525-231	GAS & OIL	16,264.97	0.00
001-301-535-233	UNIFORMS	295.70	0.00
001-301-555-250	SUPPLIES & SMALL TOO	2,058.65	0.00
001-301-560-270	CONSTRUCTION MATERI	4,957.65	0.00
001-301-561-271	SPRAYING- DRAINAGE M	972.00	0.00
001-301-565-272	STREETS SIGNS & PAINT	124.47	0.00
001-301-600-630	CONTRACT GRADING/ST	750.00	0.00
001-301-604-330	COMMUNICATIONS	480.72	0.00
001-301-620-370	INSURANCE	12,349.47	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,757.43	0.00
001-301-691-550	MISCELLANEOUS	98.90	0.00
001-301-820-874	PRINCIPAL	397.46	397.46
001-301-830-873	INTEREST	53.92	53.92
001-302-625-380	UTILITIES	1,248.72	0.00
001-360-525-231	GAS & OIL	2.00	0.00
001-360-604-330	COMMUNICATIONS	120.47	0.00
001-360-620-370	INSURANCE	2,454.32	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-360-625-380	UTILITIES	1,285.46	0.00
001-550-501-200	OFFICE SUPPLIES	320.79	0.00
001-550-501-204	GAS & OIL	899.98	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	518.93	0.00
001-550-535-543	UNIFORMS/EQUIPMENT	147.87	0.00
001-550-600-300	MISC SERVICES	2,862.22	0.00
001-550-600-320	CONTRACT LABOR, UMP	3,958.00	0.00
001-550-600-330	COMMUNICATIONS	189.37	0.00
001-550-600-340	UTILITIES	21,798.14	0.00
001-550-600-355	JULY 4TH EXPENSES	6,067.97	0.00
001-550-600-360	INSURANCE	850.00	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	3,878.29	0.00
001-800-850-830	2.7 GO BOND INTEREST	36,343.75	0.00
015-505-501-198	BUILDING REPAIRS & M	462.19	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	270.00	0.00
015-505-604-330	COMMUNICATIONS	378.30	0.00
015-505-620-370	INSURANCE	13,026.00	0.00
015-505-625-380	UTILITIES	1,327.10	0.00
015-505-630-400	EQUIPMENT REPAIR &	330.50	0.00
015-505-691-550	MISCELLANEOUS	116.97	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT	1,630.52	0.00
016-515-600-300	PROF. SVCS-2014 FAA AI	8,104.50	0.00
016-515-600-340	PROF SVCS-2014 MDOT	450.25	0.00
016-515-720-800	CAP. IMPROV- 2014 MD	1,044.19	0.00
016-515-720-801	CAPITAL IMPRV2014 FA	18,795.50	0.00
016-515-720-805	CAPITAL IMPRV2015 FA	2,449.14	0.00
016-515-720-812	CAP. IMPROV-2015 MD	136.06	0.00
022-322-501-200	OFFICE SUPPLIES	189.01	0.00
022-322-525-231	GAS & OIL	42.00	0.00
022-322-535-233	UNIFORMS	588.76	0.00
022-322-555-250	SUPPLIES & SMALL TOO	1,349.97	0.00
022-322-600-364	BILLING SERVICES	356.00	0.00
022-322-600-379	LANDFILL FEES	36,645.48	0.00
022-322-600-431	CONTRACT RECYCLING C	4,756.56	0.00
022-322-604-330	COMMUNICATIONS/AD	618.39	0.00
022-322-620-370	INSURANCE	19,018.15	0.00
022-322-630-360	SHOP REPAIRS & MAINT	4,145.53	0.00
022-322-630-400	EQUIPMENT REPAIR &	86.70	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	6,428.57	6,428.57
022-322-830-873	INTEREST	761.98	761.98
022-323-501-200	KEEP STARKVILLE BEAUT	883.98	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-323-691-550	KEEP STK BEAUTIFUL-MI	689.04	689.04
022-325-525-231	GAS & OIL	4.00	0.00
022-325-555-250	SUPPLIES & SMALL TOO	299.44	0.00
022-325-630-360	SHOP REPAIRS & MAINT	43.53	0.00
022-341-525-231	GAS & OIL	12.00	0.00
022-341-535-233	UNIFORMS	588.78	0.00
022-341-555-250	SUPPLIES & SMALL TOO	1,180.56	0.00
022-341-620-370	INSURANCE	5,174.25	0.00
022-341-630-360	SHOP REPAIRS & MAINT	113.88	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	4,505.54	3,346.88
022-341-830-873	INTEREST	452.35	396.71
023-323-525-231	GAS & OIL	8.00	0.00
023-323-535-233	UNIFORMS	82.89	0.00
023-323-604-330	COMMUNICATIONS	113.63	0.00
023-323-620-370	INSURANCE	3,285.38	0.00
023-323-625-380	UTILITIES	315.86	0.00
107-112-600-303	DATA PROCESSING	23,135.91	0.00
375-551-840-880	Principal - Pool	1,275.07	1,275.07
375-551-840-881	Interest - Pool	36.18	36.18
375-551-907-942	PARK IMP/CAPITAL PROJ	15,062.75	0.00
610-000-147-656	DUE TO GOVERNMENT	63,655.79	40,316.20
630-000-147-657	DUE TO MISSISSIPPI STA	72,549.59	34,695.03
630-000-147-664	DUE TO VISITORS/CONV	54,412.19	26,021.27
630-000-148-655	DUE TO EDA	54,412.19	26,021.27
Grand Total:		811,317.71	142,550.16

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	811,317.71	142,550.16
Grand Total:	811,317.71	142,550.16



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 11-21-2017
PAGE: 1

SUBJECT: Request acceptance of the October 2017 financial statements 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
or Jameika Smith, Deputy Clerk - Accounting Assistant

SUGGESTED MOTION:

Acceptance of the October 2017 financial statements of the City of Starkville,
MS.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
000 - UNDESIGNED	0.00	0.00	0.12	0.12	0.12	0.00 %
200 - TAXES	6,813,500.00	6,813,500.00	250,743.10	250,743.10	-6,562,756.90	3.68 %
220 - LICENSES AND PERMITS	264,250.00	264,250.00	20,261.09	20,261.09	-243,988.91	7.67 %
230 - INTERGOVERNMENTAL REVENUES	9,535,355.00	9,535,355.00	693,326.94	693,326.94	-8,842,028.06	7.27 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	400.00	400.00	0.00	0.00	-400.00	0.00 %
330 - FINES AND FORFEITS	602,500.00	602,500.00	68,029.75	68,029.75	-534,470.25	11.29 %
340 - MISCELLANEOUS	195,000.00	195,000.00	10,312.87	10,312.87	-184,687.13	5.29 %
360 - CHARGES FOR SERVICES	29,600.00	29,600.00	6,494.45	6,494.45	-23,105.55	21.94 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,541,700.00	4,541,700.00	1,345.77	1,345.77	-4,540,354.23	0.03 %
Department: 000 - UNDESIGNATED Total:	21,982,305.00	21,982,305.00	1,050,514.09	1,050,514.09	-20,931,790.91	4.78 %
Revenue Total:	21,982,305.00	21,982,305.00	1,050,514.09	1,050,514.09	-20,931,790.91	4.78 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,560.00	206,560.00	16,166.39	16,166.39	190,393.61	7.83 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	1,067.76	1,067.76	19,932.24	5.08 %
Department: 100 - BOARD OF ALDERMEN Total:	227,560.00	227,560.00	17,234.15	17,234.15	210,325.85	7.57 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	417,700.00	417,700.00	32,288.08	32,288.08	385,411.92	7.73 %
500 - SUPPLIES	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	1,068.87	1,068.87	19,931.13	5.09 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	460,700.00	460,700.00	33,356.95	33,356.95	427,343.05	7.24 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	121.84	121.84	1,378.16	8.12 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	121.84	121.84	1,378.16	8.12 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	147,600.00	147,600.00	11,810.04	11,810.04	135,789.96	8.00 %
500 - SUPPLIES	5,500.00	5,500.00	485.21	485.21	5,014.79	8.82 %
600 - CONTRACTUAL SERVICES	76,750.00	76,750.00	3,965.40	3,965.40	72,784.60	5.17 %
Department: 120 - MAYORS OFFICE Total:	229,850.00	229,850.00	16,260.65	16,260.65	213,589.35	7.07 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	279,358.00	279,358.00	22,262.68	22,262.68	257,095.32	7.97 %
500 - SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
600 - CONTRACTUAL SERVICES	69,500.00	69,500.00	3,507.15	3,507.15	65,992.85	5.05 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	11,690.00	11,690.00	38,310.00	23.38 %
Department: 123 - IT Total:	400,858.00	400,858.00	37,459.83	37,459.83	363,398.17	9.34 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 130 - ELECTIONS Total:	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	377,830.00	377,830.00	25,005.52	25,005.52	352,824.48	6.62 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	0.00	0.00	85,000.00	0.00 %
Department: 142 - CITY CLERKS OFFICE Total:	462,830.00	462,830.00	25,005.52	25,005.52	437,824.48	5.40 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	12,000.00	12,000.00	150.19	150.19	11,849.81	1.25 %
600 - CONTRACTUAL SERVICES	31,500.00	31,500.00	1,438.25	1,438.25	30,061.75	4.57 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	50,500.00	50,500.00	1,588.44	1,588.44	48,911.56	3.15 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,594.00	67,594.00	5,161.04	5,161.04	62,432.96	7.64 %
Department: 160 - ATTORNEY AND STAFF Total:	67,594.00	67,594.00	5,161.04	5,161.04	62,432.96	7.64 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	203,000.00	203,000.00	12,948.92	12,948.92	190,051.08	6.38 %
Department: 169 - LEGAL Total:	203,000.00	203,000.00	12,948.92	12,948.92	190,051.08	6.38 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	211,720.00	211,720.00	16,543.16	16,543.16	195,176.84	7.81 %
500 - SUPPLIES	7,000.00	7,000.00	1,104.57	1,104.57	5,895.43	15.78 %
600 - CONTRACTUAL SERVICES	46,350.00	46,350.00	431.56	431.56	45,918.44	0.93 %
Department: 180 - HUMAN RESOURCES Total:	265,070.00	265,070.00	18,079.29	18,079.29	246,990.71	6.82 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	229,560.00	229,560.00	17,747.32	17,747.32	211,812.68	7.73 %
500 - SUPPLIES	3,750.00	3,750.00	6.00	6.00	3,744.00	0.16 %
600 - CONTRACTUAL SERVICES	75,750.00	75,750.00	1,375.23	1,375.23	74,374.77	1.82 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	6,708.36	6,708.36	-1,708.36	134.17 %
Department: 190 - CITY PLANNER Total:	314,060.00	314,060.00	25,836.91	25,836.91	288,223.09	8.23 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	381.24	381.24	4,618.76	7.62 %
600 - CONTRACTUAL SERVICES	86,200.00	86,200.00	4,499.86	4,499.86	81,700.14	5.22 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	91,200.00	91,200.00	4,881.10	4,881.10	86,318.90	5.35 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL						
600 - CONTRACTUAL SERVICES	53,198.00	53,198.00	14,000.00	14,000.00	39,198.00	26.32 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:	55,198.00	55,198.00	14,000.00	14,000.00	41,198.00	25.36 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	900.00	900.00	4,600.00	16.36 %
900 - CAPITAL OUTLAY	76,928.00	76,928.00	10,000.00	10,000.00	66,928.00	13.00 %
990 - TRANSFERS	75,200.00	75,200.00	0.00	0.00	75,200.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	157,628.00	157,628.00	10,900.00	10,900.00	146,728.00	6.92 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	3,850.00	3,850.00	27,150.00	12.42 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	31,000.00	3,850.00	3,850.00	27,150.00	12.42 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	178,665.00	178,665.00	13,773.60	13,773.60	164,891.40	7.71 %
500 - SUPPLIES	2,050.00	2,050.00	40.93	40.93	2,009.07	2.00 %
600 - CONTRACTUAL SERVICES	24,000.00	24,000.00	689.60	689.60	23,310.40	2.87 %
800 - DEBT SERVICE	5,245.00	5,245.00	436.95	436.95	4,808.05	8.33 %
Department: 197 - ENGINEERING Total:	209,960.00	209,960.00	14,941.08	14,941.08	195,018.92	7.12 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	101,367.00	101,367.00	7,829.72	7,829.72	93,537.28	7.72 %
Department: 200 - POLICE ADMINISTRATION Total:	101,367.00	101,367.00	7,829.72	7,829.72	93,537.28	7.72 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,502,500.00	3,502,500.00	263,565.47	263,565.47	3,238,934.53	7.53 %
500 - SUPPLIES	249,252.00	249,252.00	34,812.34	34,812.34	214,439.66	13.97 %
600 - CONTRACTUAL SERVICES	390,550.00	390,550.00	25,225.41	25,225.41	365,324.59	6.46 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
800 - DEBT SERVICE	110,288.00	110,288.00	27,571.98	27,571.98	82,716.02	25.00 %
900 - CAPITAL OUTLAY	15,000.00	15,000.00	1,419.00	1,419.00	13,581.00	9.46 %
Department: 201 - POLICE DEPARTMENT Total:	4,292,590.00	4,292,590.00	352,594.20	352,594.20	3,939,995.80	8.21 %
Department: 204 - SEATBELT GRANT						
500 - SUPPLIES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 204 - SEATBELT GRANT Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 215 - CUSTODY OF PRISONERS						
500 - SUPPLIES	163,000.00	163,000.00	11,694.02	11,694.02	151,305.98	7.17 %
Department: 215 - CUSTODY OF PRISONERS Total:	163,000.00	163,000.00	11,694.02	11,694.02	151,305.98	7.17 %
Department: 230 - POLICE TRAINING						
600 - CONTRACTUAL SERVICES	35,000.00	35,000.00	3,655.00	3,655.00	31,345.00	10.44 %
Department: 230 - POLICE TRAINING Total:	35,000.00	35,000.00	3,655.00	3,655.00	31,345.00	10.44 %
Department: 237 - FIRING RANGE						
500 - SUPPLIES	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 237 - FIRING RANGE Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	406.00	406.00	9,594.00	4.06 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	10,000.00	406.00	406.00	9,594.00	4.06 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	278,500.00	278,500.00	32,671.75	32,671.75	245,828.25	11.73 %
Department: 245 - DISPATCHERS Total:	278,500.00	278,500.00	32,671.75	32,671.75	245,828.25	11.73 %
Department: 250 - NARCOTICS BUREAU						
400 - PERSONNEL SERVICES	114,850.00	114,850.00	16,247.11	16,247.11	98,602.89	14.15 %
600 - CONTRACTUAL SERVICES	21,700.00	21,700.00	396.66	396.66	21,303.34	1.83 %
Department: 250 - NARCOTICS BUREAU Total:	136,550.00	136,550.00	16,643.77	16,643.77	119,906.23	12.19 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	107,700.00	107,700.00	11,637.82	11,637.82	96,062.18	10.81 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 254 - DUI GRANT Total:	110,200.00	110,200.00	11,637.82	11,637.82	98,562.18	10.56 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	97,800.00	97,800.00	7,761.90	7,761.90	90,038.10	7.94 %
Department: 260 - FIRE ADMINISTRATION Total:	97,800.00	97,800.00	7,761.90	7,761.90	90,038.10	7.94 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,690,155.00	3,690,155.00	280,601.60	280,601.60	3,409,553.40	7.60 %
500 - SUPPLIES	68,250.00	68,250.00	5,704.24	5,704.24	62,545.76	8.36 %
600 - CONTRACTUAL SERVICES	151,000.00	151,000.00	9,383.13	9,383.13	141,616.87	6.21 %
900 - CAPITAL OUTLAY	100,000.00	100,000.00	6,444.49	6,444.49	93,555.51	6.44 %
Department: 261 - FIRE DEPARTMENT Total:	4,009,405.00	4,009,405.00	302,133.46	302,133.46	3,707,271.54	7.54 %
Department: 262 - FIRE PREVENTION						
500 - SUPPLIES	6,000.00	6,000.00	1,365.48	1,365.48	4,634.52	22.76 %
Department: 262 - FIRE PREVENTION Total:	6,000.00	6,000.00	1,365.48	1,365.48	4,634.52	22.76 %
Department: 263 - FIRE TRAINING						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	1,544.31	1,544.31	48,455.69	3.09 %
Department: 263 - FIRE TRAINING Total:	50,000.00	50,000.00	1,544.31	1,544.31	48,455.69	3.09 %
Department: 264 - FIRE COMMUNICATIONS						
600 - CONTRACTUAL SERVICES	74,000.00	74,000.00	5,271.25	5,271.25	68,728.75	7.12 %
Department: 264 - FIRE COMMUNICATIONS Total:	74,000.00	74,000.00	5,271.25	5,271.25	68,728.75	7.12 %
Department: 267 - FIRE STATIONS AND BUILDINGS						
500 - SUPPLIES	25,000.00	25,000.00	110.00	110.00	24,890.00	0.44 %
600 - CONTRACTUAL SERVICES	55,000.00	55,000.00	2,930.28	2,930.28	52,069.72	5.33 %
Department: 267 - FIRE STATIONS AND BUILDINGS Total:	80,000.00	80,000.00	3,040.28	3,040.28	76,959.72	3.80 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	262,250.00	262,250.00	12,624.15	12,624.15	249,625.85	4.81 %
500 - SUPPLIES	6,650.00	6,650.00	240.39	240.39	6,409.61	3.61 %
600 - CONTRACTUAL SERVICES	20,500.00	20,500.00	2,767.39	2,767.39	17,732.61	13.50 %
800 - DEBT SERVICE	10,664.00	10,664.00	436.95	436.95	10,227.05	4.10 %
Department: 281 - BUILDING/CODES OFFICE Total:	300,064.00	300,064.00	16,068.88	16,068.88	283,995.12	5.36 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	15,000.00	15,000.00	364.94	364.94	14,635.06	2.43 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	15,000.00	15,000.00	364.94	364.94	14,635.06	2.43 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	638,365.00	638,365.00	49,754.51	49,754.51	588,610.49	7.79 %
500 - SUPPLIES	183,500.00	183,500.00	12,166.70	12,166.70	171,333.30	6.63 %
600 - CONTRACTUAL SERVICES	75,500.00	75,500.00	1,866.27	1,866.27	73,633.73	2.47 %
800 - DEBT SERVICE	19,697.00	19,697.00	0.00	0.00	19,697.00	0.00 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	927,062.00	927,062.00	63,787.48	63,787.48	863,274.52	6.88 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	50,721.55	50,721.55	424,278.45	10.68 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	50,721.55	50,721.55	424,278.45	10.68 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	88,936.00	88,936.00	8,363.07	8,363.07	80,572.93	9.40 %
500 - SUPPLIES	4,250.00	4,250.00	2.00	2.00	4,248.00	0.05 %
600 - CONTRACTUAL SERVICES	19,400.00	19,400.00	1,418.18	1,418.18	17,981.82	7.31 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	26,500.00	26,500.00	79,500.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	218,586.00	218,586.00	36,283.25	36,283.25	182,302.75	16.60 %
Department: 500 - LIBRARIES						
900 - CAPITAL OUTLAY	180,000.00	180,000.00	45,000.00	45,000.00	135,000.00	25.00 %
Department: 500 - LIBRARIES Total:	180,000.00	180,000.00	45,000.00	45,000.00	135,000.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	2,500.00	2,500.00	7,500.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	10,000.00	10,000.00	2,500.00	2,500.00	7,500.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	652,200.00	652,200.00	49,981.63	49,981.63	602,218.37	7.66 %
500 - SUPPLIES	120,000.00	120,000.00	5,364.42	5,364.42	114,635.58	4.47 %
600 - CONTRACTUAL SERVICES	554,170.00	554,170.00	20,331.19	20,331.19	533,838.81	3.67 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,326,370.00	1,326,370.00	75,677.24	75,677.24	1,250,692.76	5.71 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	-309.96	-309.96	20,309.96	-1.55 %
900 - CAPITAL OUTLAY	2,216,319.00	2,216,319.00	24,964.82	24,964.82	2,191,354.18	1.13 %
Department: 600 - CAPITAL PROJECTS Total:	2,236,319.00	2,236,319.00	24,654.86	24,654.86	2,211,664.14	1.10 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	14,000.00	14,000.00	10,500.00	10,500.00	3,500.00	75.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	14,000.00	14,000.00	10,500.00	10,500.00	3,500.00	75.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,499,484.00	2,499,484.00	518,822.85	518,822.85	1,980,661.15	20.76 %
Department: 800 - DEBT SERVICE Total:	2,499,484.00	2,499,484.00	518,822.85	518,822.85	1,980,661.15	20.76 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,070,000.00	1,070,000.00	0.00	0.00	1,070,000.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,070,000.00	1,070,000.00	0.00	0.00	1,070,000.00	0.00 %
Expense Total:	21,982,305.00	21,982,305.00	1,844,255.73	1,844,255.73	20,138,049.27	8.39 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-793,741.64	-793,741.64	-793,741.64	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	0.00	0.00	2,942.50	2,942.50	-2,942.50	0.00 %
600 - CONTRACTUAL SERVICES	0.00	0.00	667.50	667.50	-667.50	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	0.00	0.00	3,610.00	3,610.00	-3,610.00	0.00 %
Expense Total:	0.00	0.00	3,610.00	3,610.00	-3,610.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Total:	0.00	0.00	3,610.00	3,610.00	-3,610.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	96,535.00	96,535.00	0.00	0.00	-96,535.00	0.00 %
Department: 000 - UNDESIGNATED Total:	230,535.00	230,535.00	0.00	0.00	-230,535.00	0.00 %
Revenue Total:	230,535.00	230,535.00	0.00	0.00	-230,535.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
600 - CONTRACTUAL SERVICES	26,500.00	26,500.00	0.00	0.00	26,500.00	0.00 %
800 - DEBT SERVICE	99,428.00	99,428.00	99,428.18	99,428.18	-0.18	100.00 %
900 - CAPITAL OUTLAY	100,607.00	100,607.00	0.00	0.00	100,607.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	230,535.00	230,535.00	99,428.18	99,428.18	131,106.82	43.13 %
Expense Total:	230,535.00	230,535.00	99,428.18	99,428.18	131,106.82	43.13 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-99,428.18	-99,428.18	-99,428.18	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 010 - MULTI-UNIT DRUG TASK FORCE						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	25,950.00	25,950.00	0.00	0.00	-25,950.00	0.00 %
Department: 000 - UNDESIGNATED Total:	25,950.00	25,950.00	0.00	0.00	-25,950.00	0.00 %
Revenue Total:	25,950.00	25,950.00	0.00	0.00	-25,950.00	0.00 %
Expense						
Department: 252 - DRUG TASK FORCE						
900 - CAPITAL OUTLAY	25,950.00	25,950.00	0.00	0.00	25,950.00	0.00 %
Department: 252 - DRUG TASK FORCE Total:	25,950.00	25,950.00	0.00	0.00	25,950.00	0.00 %
Expense Total:	25,950.00	25,950.00	0.00	0.00	25,950.00	0.00 %
Fund: 010 - MULTI-UNIT DRUG TASK FORCE Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	0.00	0.00	-70,951.00	0.00 %
340 - MISCELLANEOUS	125,000.00	125,000.00	11,444.08	11,444.08	-113,555.92	9.16 %
360 - CHARGES FOR SERVICES	322,958.00	322,958.00	49,915.20	49,915.20	-273,042.80	15.46 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	310,000.00	310,000.00	0.00	0.00	-310,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	828,909.00	828,909.00	61,359.28	61,359.28	-767,549.72	7.40 %
Revenue Total:	828,909.00	828,909.00	61,359.28	61,359.28	-767,549.72	7.40 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	69,809.00	69,809.00	4,964.24	4,964.24	64,844.76	7.11 %
500 - SUPPLIES	329,750.00	329,750.00	807.24	807.24	328,942.76	0.24 %
600 - CONTRACTUAL SERVICES	69,350.00	69,350.00	3,328.82	3,328.82	66,021.18	4.80 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00 %
900 - CAPITAL OUTLAY	310,000.00	310,000.00	0.00	0.00	310,000.00	0.00 %
Department: 505 - AIRPORT Total:	828,909.00	828,909.00	9,100.30	9,100.30	819,808.70	1.10 %
Expense Total:	828,909.00	828,909.00	9,100.30	9,100.30	819,808.70	1.10 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	52,258.98	52,258.98	52,258.98	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	532,435.00	532,435.00	0.00	0.00	-532,435.00	0.00 %
Department: 000 - UNDESIGNATED Total:	532,435.00	532,435.00	0.00	0.00	-532,435.00	0.00 %
Revenue Total:	532,435.00	532,435.00	0.00	0.00	-532,435.00	0.00 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	252,229.00	252,229.00	0.00	0.00	252,229.00	0.00 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	280,206.00	280,206.00	0.00	0.00	280,206.00	0.00 %
Department: 515 - RESTRICTED PROJECTS Total:	532,435.00	532,435.00	0.00	0.00	532,435.00	0.00 %
Expense Total:	532,435.00	532,435.00	0.00	0.00	532,435.00	0.00 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,841,000.00	2,841,000.00	265,346.44	265,346.44	-2,575,653.56	9.34 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	676,000.00	676,000.00	0.00	0.00	-676,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,517,000.00	3,517,000.00	265,346.44	265,346.44	-3,251,653.56	7.54 %
Revenue Total:	3,517,000.00	3,517,000.00	265,346.44	265,346.44	-3,251,653.56	7.54 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	998,225.00	998,225.00	72,778.92	72,778.92	925,446.08	7.29 %
500 - SUPPLIES	208,000.00	208,000.00	17,137.92	17,137.92	190,862.08	8.24 %
600 - CONTRACTUAL SERVICES	787,500.00	787,500.00	44,455.54	44,455.54	743,044.46	5.65 %
800 - DEBT SERVICE	97,192.00	97,192.00	0.00	0.00	97,192.00	0.00 %
900 - CAPITAL OUTLAY	649,232.00	649,232.00	0.00	0.00	649,232.00	0.00 %
Department: 322 - SANITATION DEPARTMENT Total:	2,740,149.00	2,740,149.00	134,372.38	134,372.38	2,605,776.62	4.90 %
Department: 323 - MISSING DESCRIPTION						
500 - SUPPLIES	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 323 - MISSING DESCRIPTION Total:	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	65,325.00	65,325.00	2,746.11	2,746.11	62,578.89	4.20 %
500 - SUPPLIES	15,014.00	15,014.00	4.00	4.00	15,010.00	0.03 %
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	1,833.04	1,833.04	29,166.96	5.91 %
800 - DEBT SERVICE	126,686.00	126,686.00	0.00	0.00	126,686.00	0.00 %
Department: 325 - RUBBISH Total:	238,025.00	238,025.00	4,583.15	4,583.15	233,441.85	1.93 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	250,350.00	250,350.00	22,865.23	22,865.23	227,484.77	9.13 %
500 - SUPPLIES	34,500.00	34,500.00	5,045.40	5,045.40	29,454.60	14.62 %
600 - CONTRACTUAL SERVICES	43,500.00	43,500.00	971.27	971.27	42,528.73	2.23 %
800 - DEBT SERVICE	25,476.00	25,476.00	0.00	0.00	25,476.00	0.00 %
Department: 341 - LANDSCAPING Total:	353,826.00	353,826.00	28,881.90	28,881.90	324,944.10	8.16 %
Expense Total:	3,342,000.00	3,342,000.00	167,837.43	167,837.43	3,174,162.57	5.02 %
Fund: 022 - SANITATION Surplus (Deficit):	175,000.00	175,000.00	97,509.01	97,509.01	-77,490.99	55.72 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	165,500.00	165,500.00	0.00	0.00	-165,500.00	0.00 %
340 - MISCELLANEOUS	500.00	500.00	0.00	0.00	-500.00	0.00 %
360 - CHARGES FOR SERVICES	10,500.00	10,500.00	456.50	456.50	-10,043.50	4.35 %
Department: 000 - UNDESIGNATED Total:	176,500.00	176,500.00	456.50	456.50	-176,043.50	0.26 %
Revenue Total:	176,500.00	176,500.00	456.50	456.50	-176,043.50	0.26 %
Expense						
Department: 323 - MISSING DESCRIPTION						
400 - PERSONNEL SERVICES	94,460.00	94,460.00	9,093.31	9,093.31	85,366.69	9.63 %
500 - SUPPLIES	19,800.00	19,800.00	281.89	281.89	19,518.11	1.42 %
600 - CONTRACTUAL SERVICES	233,240.00	233,240.00	15,835.01	15,835.01	217,404.99	6.79 %
900 - CAPITAL OUTLAY	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
Department: 323 - MISSING DESCRIPTION Total:	351,500.00	351,500.00	25,210.21	25,210.21	326,289.79	7.17 %
Expense Total:	351,500.00	351,500.00	25,210.21	25,210.21	326,289.79	7.17 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-175,000.00	-175,000.00	-24,753.71	-24,753.71	150,246.29	14.14 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 105 - 1994 2% RESTAURANT TAX						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Revenue Total:	3,527.00	3,527.00	0.00	0.00	-3,527.00	0.00 %
Expense						
Department: 650 - 1994 2% RESTAURANT TAX						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Department: 650 - 1994 2% RESTAURANT TAX Total:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Expense Total:	3,527.00	3,527.00	0.00	0.00	3,527.00	0.00 %
Fund: 105 - 1994 2% RESTAURANT TAX Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 106 - LAW ENFORCEMENT GRANTS						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Revenue Total:	3,264.00	3,264.00	0.00	0.00	-3,264.00	0.00 %
Expense						
Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR						
900 - CAPITAL OUTLAY	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Department: 253 - LOCAL LAW ENFORCEMENT BLOCK GR Total:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Expense Total:	3,264.00	3,264.00	0.00	0.00	3,264.00	0.00 %
Fund: 106 - LAW ENFORCEMENT GRANTS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Revenue Total:	40,000.00	40,000.00	0.00	0.00	-40,000.00	0.00 %
Expense						
Department: 112 - COMPUTER ASSESSMENTS						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	1,004.09	1,004.09	38,995.91	2.51 %
Department: 112 - COMPUTER ASSESSMENTS Total:	40,000.00	40,000.00	1,004.09	1,004.09	38,995.91	2.51 %
Expense Total:	40,000.00	40,000.00	1,004.09	1,004.09	38,995.91	2.51 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-1,004.09	-1,004.09	-1,004.09	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.66	0.66	0.66	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.66	0.66	0.66	0.00 %
Revenue Total:	0.00	0.00	0.66	0.66	0.66	0.00 %
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND Total:	0.00	0.00	0.66	0.66	0.66	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 127 - 2016 COTTON MILL TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	44.44	44.44	44.44	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	44.44	44.44	44.44	0.00 %
Revenue Total:	0.00	0.00	44.44	44.44	44.44	0.00 %
Fund: 127 - 2016 COTTON MILL TIF BOND Total:	0.00	0.00	44.44	44.44	44.44	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 135 - POLICE BUILDING RENOVATION BONDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	35.18	35.18	35.18	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	35.18	35.18	35.18	0.00 %
Revenue Total:	0.00	0.00	35.18	35.18	35.18	0.00 %
Fund: 135 - POLICE BUILDING RENOVATION BONDS Total:	0.00	0.00	35.18	35.18	35.18	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 150 - FEDERAL FORFEITED FUNDS						
Revenue						
Department: 000 - UNDESIGNATED						
380 - TRANSFERS AND NON REVENUE RECEIPTS	2,260.00	2,260.00	0.00	0.00	-2,260.00	0.00 %
Department: 000 - UNDESIGNATED Total:	2,260.00	2,260.00	0.00	0.00	-2,260.00	0.00 %
Revenue Total:	2,260.00	2,260.00	0.00	0.00	-2,260.00	0.00 %
Expense						
Department: 217 - FEDERAL FORFEITED FUNDS						
900 - CAPITAL OUTLAY	2,260.00	2,260.00	0.00	0.00	2,260.00	0.00 %
Department: 217 - FEDERAL FORFEITED FUNDS Total:	2,260.00	2,260.00	0.00	0.00	2,260.00	0.00 %
Expense Total:	2,260.00	2,260.00	0.00	0.00	2,260.00	0.00 %
Fund: 150 - FEDERAL FORFEITED FUNDS Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 10/31/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	775,000.00	775,000.00	69,390.06	69,390.06	-705,609.94	8.95 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,375,000.00	1,375,000.00	69,390.06	69,390.06	-1,305,609.94	5.05 %
Revenue Total:	1,375,000.00	1,375,000.00	69,390.06	69,390.06	-1,305,609.94	5.05 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	425,078.00	425,078.00	1,311.25	1,311.25	423,766.75	0.31 %
900 - CAPITAL OUTLAY	699,922.00	699,922.00	11,395.50	11,395.50	688,526.50	1.63 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 551 - PARK & REC TOURISM Total:	1,375,000.00	1,375,000.00	12,706.75	12,706.75	1,362,293.25	0.92 %
Expense Total:	1,375,000.00	1,375,000.00	12,706.75	12,706.75	1,362,293.25	0.92 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	56,683.31	56,683.31	56,683.31	0.00 %
Report Surplus (Deficit):	0.00	0.00	-716,006.04	-716,006.04	-716,006.04	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-793,741.64	-793,741.64	-793,741.64
002 - RESTRICTED POLICE FUND	0.00	0.00	-3,610.00	-3,610.00	-3,610.00
003 - RESTRICTED FIRE FUND	0.00	0.00	-99,428.18	-99,428.18	-99,428.18
010 - MULTI-UNIT DRUG TASK FORC	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	52,258.98	52,258.98	52,258.98
016 - RESTRICTED AIRPORT	0.00	0.00	0.00	0.00	0.00
022 - SANITATION	175,000.00	175,000.00	97,509.01	97,509.01	-77,490.99
023 - LANDFILL ACCOUNT	-175,000.00	-175,000.00	-24,753.71	-24,753.71	150,246.29
105 - 1994 2% RESTAURANT TAX	0.00	0.00	0.00	0.00	0.00
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	-1,004.09	-1,004.09	-1,004.09
125 - MIDDLETON MARKETPLACE TI	0.00	0.00	0.66	0.66	0.66
127 - 2016 COTTON MILL TIF BOND	0.00	0.00	44.44	44.44	44.44
135 - POLICE BUILDING RENOVATIO	0.00	0.00	35.18	35.18	35.18
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.00	0.00	0.00
375 - PARK AND REC TOURISM	0.00	0.00	56,683.31	56,683.31	56,683.31
Report Surplus (Deficit):	0.00	0.00	-716,006.04	-716,006.04	-716,006.04



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO: Finance and Admin
AGENDA DATE: 11-21-2017
PAGE: 1

SUBJECT: Consideration of the approval for City Clerk / CFO Lesa Hardin to attend the 2017 Master Municipal Clerk and Committee Session to be held December 13 – 15 in Jackson with a cost and advanced travel not to exceed \$400.

SOURCE OF FUNDING: 001-145-610-350

These courses begin at 2:00 p.m. December 13, conclude at 11:00 a.m. December 15, and are part of the Master Clerk Program and classes will not be attended all three days. Only the classes and the committee sessions necessary will be attended.

**REQUESTING
DEPARTMENT:** Finance and Admin

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

Expenses: \$ 165.00 Registration
113.00 Hotel
50.00 Meals Estimated
45.00 Travel Estimated

SUGGESTED MOTION: Approval of City Clerk / CFO Lesa Hardin to attend the 2017 Master Municipal Clerk and Committee Session to be held December 13 – 15 in Jackson with a cost and advanced travel not to exceed \$400.

From: ext-cityclerks-request@lists.msstate.edu
To: [MSU-EXT-cityclerks](#); [MSU-EXT-dptyctyclrks](#)
Subject: Registration 2017 Winter Education Workshop
Date: Friday, October 13, 2017 5:01:36 PM
Attachments: [image003.png](#)

Good afternoon—

I hope this email finds everyone well. Please follow this link for registration to the 2017 Winter Education Workshop on December 13-15: <https://fs8.formsite.com/MSUGCD/form98/index.html>

Location:

Hilton Jackson
1001 East County Line Road Jackson, MS 39211

Reservations:

Phone: (601) 957-2800 | **Room Rate:** \$113 | **Group Code:** MS Municipal Clerks and Collectors

Guestroom rates are available until **November 27, 2017**.

Tentative agenda is as follows:

Wednesday, December 13, 2017	
2:00pm - 5:00pm	Registration
2:00pm - 3:30pm	Committee Meetings
3:30pm - 4:30pm	New Clerk Orientation
4:30pm - 6:00pm	Welcome Reception
Thursday, December 14, 2017	
7:30am - 8:00am	Registration & Breakfast
8:00am - 11:30am	Education
11:30am - 1:00pm	Lunch
1:00pm - 4:00pm	Education
Friday, December 15, 2017	
8:30am - 9:30am	Breakfast
9:30am - 10:00am	Updates, MS Municipal League & MS Municipal Service Company
10:00am - 11:00am	MMCCA Business Meeting

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 21, 2017
Page: 1

SUBJECT:

Request authorization to hire Denise Marble as a Part Time Secretary, in the Sanitation & the Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 7, Non Exempt \$12.00 per hour. This position, will not be eligible for benefits.

FISCAL NOTE:

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 hire Denise Marble as a Part time Secretary, in the Sanitation & the Environmental Services Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: November 21, 2017
Page: 1

SUBJECT:

Request authorization to advertise for a Maintenance Worker, in the Sanitation & Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, Annual Salary of \$20,800.00 (\$10.00 per hour) for entry level, based on 2080 hours

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Chad Rice.

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 Maintenance Worker, in the Sanitation & Environmental Services Department.



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

AGENDA ITEM DEPT.: Parks and Recreation

AGENDA DATE:

PAGE: 1 of 6

SUBJECT: Discussion and Consideration of the approval of the new Starkville Parks and Recreation field use agreement for single-day and multi-day tournaments.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Starkville Parks and Recreation
323-2294 Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

DIRECTOR'S

AUTHORIZATION: (Herman Peters) Office: 662-

FOR MORE INFORMATION CONTACT: Herman Peters 662-323-2294

SUGGESTED MOTION:

Move approval of the new Starkville Parks and Recreation field use agreement.



**BUILDING A HEALTHIER
COMMUNITY**

Daily/Tournament Field Usage Agreement

Starkville Parks and Recreation Department

I. FEES and CHARGES for FIELD USAGE:

Fees for field usage for tournaments includes the following charges:

- A. Field usage fee is \$150/day – includes initial game field prep and lights. \$150 discount per complex for multi-day use. McKee, Youth Softball Quad, Adult Softball Quad and the Soccer Complex are the available complexes.
 - a. Example: A user requesting the Youth Softball Quad and Adult Softball Quad would pay \$1,200 on the first day and \$900 on additional days.****
- B. \$250 deposit for each multi-day tournament. \$100 deposit for single-day tournament.**
- C. Hourly, non-prep rental rate is \$25/hour during daytime and \$50/hour if lights are needed.**
- D. The deposit must be paid in order to reserve the fields. All rental fees are due five (5) business days in advance of the rental.**
- E. Restroom service and trash pickup is included in the fee.**
- F. Additional game preparations are available for \$100 per field.**
- G. In the event of inclement weather that requires on-call staff to do an additional prep outside of standard working hours, the user will be charged for the cost of field supplies and staff time.**

II. BASIC USAGE INFORMATION:

- A. The individual or individuals in charge of a tournament must meet with representatives of the Starkville Parks and Recreation Department (“SPARD”) - Athletic and Park Operations Staff before the tournament to arrange all tournament and maintenance details (additional maintenance requirements such as additional prep during the tournament will be an extra charge to the user and must be arranged for in advance of the tournament per Section I). Please contact SPARD Director of Recreation and Sports or his/her designee at (662) 323-2294 to set up your meetings.**
- B. User should make all efforts to assist with trash cleanup. If the facility is damaged, the cost to repair will be deducted from the user’s deposit. If the repair amount exceeds the deposit, the user may be charged to cover the cost.**
- C. The user will pay \$150 per concession stand.**
- D. SPARD reserves the right to require the user to utilize volunteers or user’s own employees or agents for all other elements of the tournament.**

- E. City property is not to be tampered with. Replacement costs for missing or damaged property will be charged to the user. Absolutely no alcoholic beverages or tobacco products are allowed on the fields or in the dugouts at any time.
- F. Parking is allowed in designated areas only. Absolutely no vehicles are allowed on the fields or grass without express authorization. If event is utilizing golf carts, SPARD must be notified. Golf carts are not allowed on the fields.
- G. Transient Vendor permits must be obtained should the tournament director desire to have souvenir sales available throughout the duration of the tournament. Approval of vendor permits and post-event sales must be obtained from the SPARD Director of Recreation and Sports or his/her designee.
- H. **All tournament reservations, including deposit payment, must be made no less than ten (10) business days prior to the event. A tournament is not considered booked until the deposit is paid.**
- I. Tentative schedules must be forwarded to the SPARD by the fifth (5th) business day prior to the event with final schedules due at 9:00 a.m. two business days before the event.
- J. Scoreboards: Field usages will include availability of scoreboard controllers at no additional cost, if requested by the user.
- K. Keys: Keys may be checked out to the scorekeepers tower and concessions stands, if requested. If keys are checked out they must be returned by 12:00 p.m. on the next business day after the tournament concludes.

III. CANCELLATION:

- A. SPARD reserves the right to cancel field usage for any of the following reasons:
 - 1. Weather Conditions – at any time;
 - 2. Scheduling Conflicts;
 - 3. Field Conditions; or
 - 4. Field usage poses an unreasonable risk to the public health, safety or welfare.
- B. Should the user choose to cancel the event, the deposit will be refunded per the following schedule:
 - 1. Three (3) Months or more prior to event - 100% refund
 - 2. More than one (1) month but less than three (3) months prior to event – 50% refund
 - 3. Less than one (1) month prior to the event – no refund.
 - 4. If the user wishes to reschedule the tournament, the request to reschedule must be made in at least one (1) month prior to the tournament date. Failure to do so may result in the user forfeiting its original deposit and having to make another.

IV. SANCTIONING/INSURANCE REQUIREMENTS:

If the event is not sanctioned by an organization or governing body that provides insurance coverage to all participants, the **user is required** to procure and maintain, at its sole cost and expense for the duration of this Usage Agreement, **Commercial General Liability insurance** in the name of the **User**, for limits of not less than **\$1,000,000** for **personal injury, death, or property damage to rented property arising out of any one occurrence**. This insurance policy must cover, in addition to the general public, all event staff, as well as their support staff, and any other individual participating in or attending the event for

which the facility is rented. The insurance shall name the City of Starkville as additional insured and contain a waiver of subrogation in favor of the City of Starkville. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. **User** must furnish proof of coverage through a Certificate of Insurance no less than ten (10) business days before the event.

V. ADVANCED RESERVATIONS:

Reservations may be made up to one (1) calendar year in advance. All fees and applicable deposits must be paid according to Section I. (e.g. a reservation for a tournament scheduled for May 30, 2018 may be made beginning May 31, 2017). Usage dates will be booked on a first come, first served basis, and may be subordinate to City-sponsored events.

VI. The Tournament Reservation Application to which this Agreement relates is made a part of this Agreement as if recited in whole herein and is incorporated by reference thereto. In the event of a conflict between this Agreement and the application, the City shall resolve and interpret same.

VII. INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

VIII. RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

As the User of the Starkville Athletic Fields(s) and the responsible party for the tournament, I fully understand and agree to adhere to all of the above terms and conditions of this Agreement and all applicable ordinances, resolutions, guidelines, policies, procedures and restrictions throughout the time of my usage/tournament.

Signature of User/Authorized Representative	Date
---	------

SPARD Signature of Approval Director of Recreation and Sports	Date
--	------

SPARD Signature of Approval Director of Maintenance	Date
--	------

SPARD Signature of Approval Director	Date
---	------

In keeping with our customer service attitude, we want to meet your needs. We realize not all tournaments are alike in format or structure. If you require further assistance outside the guidelines set forth in this agreement, please do not hesitate to contact our office. We appreciate your support.

In case of a service emergency during office hours please call: SPARD at 662-323-2294. After hours service emergencies contact SPARD On-Call Number at 662-341-0475. For all medical and security emergencies, please contact 911.

Tournament Reservation Application

Official Name of Tournament: _____

Estimated Number of Teams/Participants: _____ Estimated Spectators: _____

Tournament Entry Fee: _____

Contact Name: _____ Contact Phone: _____

Contact Email: _____ Tournament Website _____

Name and Mailing Address for Deposit return Check:

Month/Day(s): _____

Field(s):

Do you intend to have Vendors (circle one): YES / NO

Number of Vendors: _____ (all must register as a Transient Vendor with the City Clerk's office.
Call 662-323-2525 and ask for the City Clerk's office or access the packet online at
<http://www.cityofstarkville.org/DocumentCenter/View/2294>.)

Fees, including deposits: See below schedule.

<u>Deposit</u>	
\$250 Per Complex for multi-day tournaments, \$100 for single-day tournaments	
<u>Fees</u>	
Field Cost: \$150/field x _____ fields =	_____
Inclement weather prep* _____ =	_____
Non-Prep: \$25/hour (day) or \$50/hour (lights)	_____
Additional Prep: \$100/field x _____ fields =	_____
Concessions*: \$500 or 10% of sales =	_____
	Total: _____
*Inclement weather prep and Concessions may be paid after the tournament is complete	

As the User of the Starkville Athletic Fields(s) and the responsible party for the tournament, I fully understand and agree to adhere to all of the above guidelines, policies, procedures and restrictions throughout the time of my usage/tournament.

Name, Title

Date



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

AGENDA ITEM DEPT.: Parks and Recreation

AGENDA DATE:

PAGE: 1 of 6

SUBJECT: Discussion and Consideration of the approval of the new service provider agreement between Starkville Parks and Recreation and Starkville Academy for use of fields at the Starkville Sportsplex

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Starkville Parks and Recreation
323-2294 Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

DIRECTOR'S

AUTHORIZATION: (Herman Peters) Office: 662-

FOR MORE INFORMATION CONTACT: Herman Peters 662-323-2294

SUGGESTED MOTION:

Move approval of the new service provider agreement between Starkville Parks and Recreation and Starkville Academy.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE ACADEMY**, herein after referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect for the duration of the 2017-2018 Starkville Academy Girls' and Boys' Soccer Seasons. The City will permit the User to use one multiuse field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of practices and games for the Starkville Academy Boys' and Girls' Soccer teams. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are attached at end of the agreement and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

(a) One-thousand five-hundred and no/100 Dollars (\$1,500.00).

1.04 The User agrees that it will be solely responsible for the following items:

(a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility

(b) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(c) Paying for all damages related to and arising out of use of the Facility by the User

(d) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

- (a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary
- (b) Cleaning and stocking of restrooms
- (c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the User
- (d) General grounds maintenance of Facility and City-installed equipment
- (e) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance

coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

The City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- (a) Dates and times of scheduled games and practices
- (b) Identification of field(s) to be used

- (c) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

The User shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the User. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the User, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. Schedule of activities
2. User's Certificate of Insurance

STARKVILLE ACADEMY

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF STARKVILLE

By:_____

Mayor

Date:_____

APPROVED:

City Attorney

Date:_____



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

AGENDA ITEM DEPT.: Parks and Recreation

AGENDA DATE:

PAGE: 1 of 8

SUBJECT: Discussion and Consideration of the approval of the new service provider agreement between Starkville Parks and Recreation and Starkville Soccer Association for use of fields at the Starkville Sportsplex

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Starkville Parks and Recreation
323-2294 Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

DIRECTOR'S

AUTHORIZATION: (Herman Peters) Office: 662-

FOR MORE INFORMATION CONTACT: Herman Peters 662-323-2294

SUGGESTED MOTION:

Move approval of the new service provider agreement between Starkville Parks and Recreation and Starkville Soccer Association.

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE SOCCER ASSOCIATION**, a Mississippi **Nonprofit** herein after referred to as the "Association".

WHEREAS, the Association provides a form of recreation for the City of Starkville and the Oktibbeha County area; and

WHEREAS, the City desires to assist in providing such form of recreation to area residents;

NOW, THEREFORE, for and in consideration of the mutual promises recited herein, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

1.01 The term "Association" shall mean an entity organized under the laws of the State of Mississippi whose main purpose is to participate in athletic league games against athletic teams in the same athletic league at City Facilities. The Association shall offer divisions in age groups that adequately meet the needs of the community. If an age group is not offered but requested by the community, the Association shall make all efforts to add the requested age group in future seasons.

1.02 The term "City Facility or City Facilities or Facility" shall mean any athletic fields owned and operated by the City of Starkville.

1.03 The Term "Participant" shall mean any person whether individually or as part of a team that takes part in the Association's activities.

1.04 The term "Participant Fee" shall mean any consideration paid on the basis of individual registration.

**ARTICLE II
GENERAL TERMS**

2.01 This Agreement shall be in effect for a period of one (1) year. The City will permit the Association to use all necessary fields at the Starkville Sportsplex, located at 405 Lynn Lane, Starkville, MS 39759 for the purpose of organizing and implementing athletic leagues for practices and games to be played on City Facilities. While primary use by the Association shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities located at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time without cause with Thirty (30) days notice.

Contract No. _____

2.02 The schedule of facilities dates and times are attached and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

2.03 In exchange for the above-referenced use of the Facility, the Association shall pay the City a participant fee in the amounts described below for each individual Season of play (e.g. Fall, Spring, Summer, etc.):

(a) Fifteen and no/100 Dollars (\$_15.00____) per player.

2.04 Participant fees as defined in paragraph 2.03 are to be paid within 30 days of registration..

2.05 The Association agrees that it will be solely responsible for the following items:

(a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility

(b) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(c) Paying for all damages related to and arising out of use of the Facility by the Association

(d) Assisting with minor soccer net repairs including, but not limited to, usage of zip ties to affix the soccer net to the goal frame.

2.06 To maintain order and safety, the Association will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

2.07 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary

(b) Cleaning and stocking of restrooms

(c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the Association

(d) General grounds maintenance of Facility and City-installed equipment

(e) Determining whether the Facility will be open or closed for the Association's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The Association agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

2.08 The Association is prohibited from using personal equipment to perform maintenance on any City facilities.

2.09 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

2.10 The Association is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the Association.

2.11 The Association acknowledges that the City may enter into agreements with other Associations, groups or other entities for use of City facilities, including the Starkville Sportsplex. The Association will make all efforts to accommodate requested adjustments to their schedule. The City shall have final say on scheduling of all facilities for any Associations, groups or other entities that request use.

2.12 In order for any individual to be eligible for a Board of Directors' position with the Association, they must have a minimum of one child that is an active participant in programs offered by the Association.

ARTICLE III INSURANCE REQUIREMENTS

3.01 During the term of this Agreement, the Association shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the Association, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The Association's insurance coverage shall be primary insurance with respect to the City, its officials, agents,

employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the Association's insurance and shall not contribute to it.

3.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and is attached. Updated certificates of insurance shall also be provided by Association to the City at the start of each season.

ARTICLE IV NON-DISCRIMINATION CLAUSE

The Association hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE V USE OF FACILITY KEYS

The City will issue key(s) to the Association for and during the use of the Facility. The keys may not be reproduced or duplicated by the Association. The Association agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the Association, the Association agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE VI REPAIRS AND DAMAGES TO FACILITIES

The Association agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the Association. This applies, but not limited, to any and all persons associated with the Association who use the Facility or who attend the Association's events at the Facility during the term of the Agreement. The Association agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VII OFFICERS' NAMES AND SCHEDULE OF ACTIVITIES

7.01 The Association agrees to provide a list of all officers and other persons who will be in charge of the activities engaged in by the Association during the use of the Facility. The Association also agrees to provide addresses and phone numbers for the above-referenced persons. This list of names, addresses, and phone numbers must be provided to the City prior to the beginning of the term of the Agreement and updated as necessary, included at the beginning of each new Season of play.

7.02 The Association must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. A Facility Permit will not be issued until all requested information is timely received by the City. This schedule of activities must include the following information:

- (a) Dates and times of scheduled games and practices
- (b) Identification of field(s) to be used
- (c) Team names
- (d) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (e) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

7.03 The Association shall provide the City, as requested, access to the rosters of all participants, listing where the participants are domiciled within thirty (30) days after the beginning of each playing Season. Any additions or changes to any rosters shall be made available if requested by the City within two (2) weeks of those changes having been made.

ARTICLE VIII RESIDENT POLICY

All City of Starkville recreation programs and facilities are designed to benefit the Starkville community first. Residents may be charged a discounted fee for certain activities or for use of certain facilities.

ARTICLE IX SAFETY PROCEDURES

The Association hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The Association, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE X CRIMINAL BACKGROUND CHECKS

The Association shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the Association's youth activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The Association shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the Association's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the Association shall prohibit that individual from serving in any official capacity with the

Association's activities. Additionally, the Association shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE XI INDEMNIFICATION

The Association shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility by the Association. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Association, or any third party. It is the intent of the parties that this provision shall extend to, and include, any and all claims, causes of action or liability caused by the concurrent, joint and/or contributory negligence of the City, an alleged breach of an express or implied warranty by the City or which arises out of any theory of strict or products liability.

ARTICLE XII RELEASE

The Association hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the Association's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

ARTICLE XIII FINANCIAL RECORDS

13.01 The Association shall employ financial management systems that reasonably safeguard its financial resources and ensure that public facilities are not being used to generate profits for individuals or groups. Financial records should be developed and maintained in a way that is accessible and understandable to program participants.

13.02 The City shall have the right to review all financial records relating to the operation of the Association and its activities and operations that take place on City facilities. Such records should be maintained in accordance with generally acceptable accounting principles and be submitted to the City within ten (10) days of request.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the Association without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

- A.** Schedule of activities
- B.** Association Insurance Certificate

**STARKVILLE
SOCCER ASSOCIATION**

CITY OF STARKVILLE

By:_____

Printed Name:_____

Title:_____

Date:_____

By:_____

Mayor

Date:_____

APPROVED:

City Attorney

Date:_____



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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 11-21-2017
PAGE: 1 of 1**

SUBJECT: Discussion and consideration to transfer a 2005 Ford F-150 to the City of Starkville Sanitation Department, VIN# 1FTRX12W36NA41549, and remove from the Starkville Police Department's Property.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval to transfer a 2005 Ford F-150 to the City of Starkville Sanitation Department, VIN# 1FTRX12W36NA41549, and remove from the Starkville Police Department's Property.



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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 11-21-2017
PAGE: 1 of 4**

SUBJECT: Request authorization to allow Chief R. Frank Nichols to attend the 2017 Winter Educational Conference, in Starkville, MS on December 12-15, 2017. Chief Nichols is an executive board member of the association serving on the planning and events committee.

AMOUNT & SOURCE OF FUNDING: 001-201-690-555
\$325.00

FISCAL NOTE:

\$325.00	Registration	Mississippi Association of Chiefs of Police
		181 CR 221
		Bruce, MS 38915

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: STARKVILLE POLICE DEPT

DIRECTOR'S

AUTHORIZATION: R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval to allow Chief R. Frank Nichols to attend the 2017 Winter Educational Conference, in Starkville, MS on December 12-15, 2017. Chief Nichols is an executive board member of the association serving on the planning and events committee



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

AGENDA ITEM NO:
AGENDA DATE: 11.21.17
PAGE : 1

SUBJECT:

Request authorization to purchase equipment and services for SEDC's Meter Data Management System (MDM) at a cost of \$37,725.00 as part of an ongoing interface between our AMI and Billing systems at the lower of two computer quotes and sole source software.

AMOUNT & SOURCE OF FUNDING: FY 2018 BUDGET

FISCAL NOTE:

Dell PowerEdge R630 with RD 1000 - \$ 11,884.37
SEDC Dell PowerEdge R630 with RD 1000 - \$11,625.00

SEDC Software upgrades compatible with current software and backup media - \$ 26,100.00

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.

QTY		PRODUCT SKU	DESCRIPTION	COST	COST	COST
MDM2 UPGRADE ONE-TIME COSTS				OPTION 1	OPTION 2	OPTION 3
MDM SERVER HARDWARE	Server Model	Dell PowerEdge R630 Server	2 x Intel Xeon E5-2620 v3 2.4GHz,15M Cache,8.00GT/s, QPI,Turbo,HT,6C/12T (85W) Max Mem 1866MHz 64GB (4 x 16GB) RDIMM, 2133MT/s, Dual Rank, x4 Data Width RAID 5 for H330/H730/H730P (3-24 HDDs or SSDs) PERC H730P RAID Controller, 2GB Cache (6) 960GB Solid State Drive SATA 6Gbps 2.5in Drive Intel Ethernet I350 QP 1Gb Network Daughter Card Dual, Hot-plug, Redundant Power Supply (1+1), 750W 5 Year ProSupport and NBD On-site Service	\$ 10,665.00	\$ 10,665.00	\$ 10,665.00
	Processors					
	Memory Capacity					
	RAID Configuration					
	RAID Controller					
	Hard Drives					
	Network Card					
	Power					
	Hardware Support Service	5 Year ProSupport and NBD On-site Service				
	Removable Backup Storage Device	DELL RD1000 EXTERNAL USB 3.0 DRIVE - NO CARTRIDGES INCLUDED - OPTIONAL	\$ 960.00	NO DRIVE	NO DRIVE	
	Removable Backup Storage Media	QTY 3, Removable Hard Disk Cartridge for RD1000, 1TB Native - OPTIONAL	\$ 1,100.00	\$ 1,100.00	NO MEDIA	
SERVER HARDWARE				\$ 12,725.00	\$ 11,765.00	\$ 10,665.00
MDM2 ONE-TIME COSTS						
1	ORACLE	Oracle Database 12c Enterprise Edition and Support	\$ 13,200.00	\$ 13,200.00	\$ 13,200.00	
1	ORAMEM	Oracle In-Memory Module and Support	\$ 3,800.00	\$ 3,800.00	\$ 3,800.00	
1	ORAPART	Oracle Partitioning Module and Support	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	
1	ORACOM	Oracle Compression Module and Support	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	
1	RHELSUB	Red Hat Linux - Operating System Annual Support Subscription and Satellite Services	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	
1	HISTORY	Historical Retrieval of (1) year of reading intervals	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	
1	CONFIG	MDM2 Server Configuration Fee	\$ 600.00	\$ 600.00	\$ 600.00	
MDM2 INSTALL ONE-TIME COSTS				\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
PLEASE CIRCLE ONLY ONE OPTION TOTAL >>>						

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: _____



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$11,884.37

Quote number:	Quote date:	Quote expiration:
3000019248482.1	Nov. 6, 2017	Dec. 6, 2017

Company name:	Customer number:	Phone:
STARKVILLE ELECTRIC DEPT	5576142	(601) 323-3294

Sales rep information:	Billing Information:
Mistie Bohler	STARKVILLE ELECTRIC DEPT
Mistie_Bohler@Dell.com	200 N LAFAYETTE ST
(800) 456-3355	STARKVILLE
Ext: 5130841	MS 39759-2949
	US
	(601) 323-3294

Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerEdge R630	1	\$10,112.93	\$10,112.93
RD1000	1	\$1,771.44	\$1,771.44
<i>DBC as low as \$357.00 / month^</i>			
Subtotal:			\$11,884.37
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$11,884.37
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$11,884.37

Lease Products*

Months	Finance Lease	Fair Market Value (FMV)
60	\$261.16	-
48	\$313.94	\$308.02
36	\$408.68	\$360.26
24	\$596.43	\$501.09
12	\$1,095.81	\$969.36

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Mistie Bohler

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
RUSSELL HAMILTON	(662) 323-3133	Standard Ground	200 N LAFAYETTE ST STARKVILLE MS 39759 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R630	1	\$10,112.93	\$10,112.93
	Estimated delivery date: Nov. 14 - 17, 2017			
210-ACXS	PowerEdge R630 Server	1	-	-
329-BCZI	PowerEdge R630 Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
321-BBKL	Chassis with up to 8, 2.5" Hard Drives, 3 PCIe Slots	1	-	-
340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	1	-	-
338-BFFV	Intel Xeon E5-2620 v3 2.4GHz,15M Cache,8.00GT/s QPI,Turbo,HT,6C/12T (85W) Max Mem 1866MHz	1	-	-
374-BBHC	Intel Xeon E5-2620 v3 2.4GHz,15M Cache,8.00GT/s QPI,Turbo,HT,6C/12T (85W) Max Mem 1866MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
412-AAEE	120W Heatsink for PowerEdge R630	1	-	-
412-AAEE	120W Heatsink for PowerEdge R630	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJL	RAID 5 for H330/H730/H730P (3-24 HDDs or SSDs)	1	-	-
405-AAEH	PERC H730P RAID Controller, 2Gb NV Cache, Minicard	1	-	-

540-BBCB	Intel Ethernet i350 QP 1Gb Network Daughter Card	1	-	-
385-BBHO	iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	-	-
634-BBWU	OpenManage Essentials, Server Configuration Management	1	-	-
429-AAQL	DVD+/-RW SATA Internal	1	-	-
770-BBBL	ReadyRails Sliding Rails With Cable Management Arm	1	-	-
325-BCJU	Dell EMC 1U Standard Bezel	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
619-ABVR	No Operating System	1	-	-
421-5736	No Media Required	1	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	1	-	-
332-1286	US Order	1	-	-
955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	1	-	-
976-7728	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-7736	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch,EXT to 2 Year	1	-	-
976-7737	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year	1	-	-
976-7749	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year	1	-	-
976-7754	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACNX	16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	4	-	-
400-APYZ	960GB Solid State Drive SATA Read Intensive MLC 6Gbps 2.5in Hot-plug Drive, S3520	6	-	-
450-AALV	NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	-	-

SKU	Description	Qty	Unit Price	Subtotal
	RD1000	1	\$1,771.44	\$1,771.44
	Estimated delivery date: Nov. 10 - 15, 2017			
225-2402	RD1000 Ext USB 3.0 Drive Bundled with SW/CBL	1	-	-
342-1968	QTY 3, Removable Hard Disk Cartridge for RD1000, 1TB Native	1	-	-
984-4034	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended	1	-	-
984-4214	ProSupport : 7x24 HW / SW Tech Support and Assistance , 5 Year	1	-	-
985-5309	Dell Hardware Warranty, Extended Year(s)	1	-	-
985-5337	Dell Hardware Warranty Plus On Site Service Initial Year	1	-	-
988-3490	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
990-5487	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year	1	-	-
983-5227	On-Site Installation Declined	1	-	-
340-AKUN	Documentation and Shipping	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
			Subtotal:	\$11,884.37
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$11,884.37

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

***Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.



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

AGENDA ITEM NO:
AGENDA DATE: 11.21.17
PAGE : 1

SUBJECT:

Request authorization to purchase the final equipment needed to complete conversion to SEDC's Multi-Service Platform at a total cost of \$48,340.00 from SEDC (Southeastern Data Cooperative, Inc.), the lower of two computer quotes and sole source software.

AMOUNT & SOURCE OF FUNDING: FY 2018 BUDGET

FISCAL NOTE:

Dell PowerEdge R730 - \$ 11,419.38
SEDC Dell PowerEdge R730 - \$10,800.00

SEDC Software upgrades compatible with current software and backup media - \$ 37,540.00

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:

November 7, 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	\$ 10,200.00
1	SEDCCONFIG	2 x C13 to C14, PDU Style, 12 AMP, 2 Feet, Power Cord SEDC Configuration Fee for UPN Database Server	\$ 600.00
UPN DATABASE SERVER HARDWARE SUBTOTAL			\$ 10,800.00
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	\$ 3,250.00
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			\$ 5,590.00
BPP APPLICATION SERVER			
1	R630BPP	Dell R630 - Application Server for Bill Presentment & Payment with 16GB Memory and DVD-ROM	\$ 3,250.00
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			\$ 7,130.00
PURCHASE ORDER TOTAL			\$ 48,340.00

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: _____



A quote for your consideration!

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total: \$8,427.10

Quote number:	Quote date:	Quote expiration:	Deal ID:
3000019249779.1	Nov. 6, 2017	Dec. 6, 2017	15045436

Company name:	Customer number:	Phone:
STARKVILLE ELECTRIC DEPT	5576142	(601) 323-3294

Sales rep information:	Billing Information:
Mistie Bohler	STARKVILLE ELECTRIC DEPT
Mistie_Bohler@Dell.com	200 N LAFAYETTE ST
(800) 456-3355	STARKVILLE
Ext: 5130841	MS 39759-2949
	US
	(601) 323-3294

Pricing Summary

Item	Qty	Unit Price	Subtotal
PowerEdge R630	1	\$8,427.10	\$8,427.10
<i>DBC as low as \$253.00 / month^</i>			
Subtotal:			\$8,427.10
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$8,427.10
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$8,427.10

Lease Products*

Months	Finance Lease	Fair Market Value (FMV)
60	\$185.66	-
48	\$223.18	\$218.99
36	\$290.54	\$256.19
24	\$424.01	\$356.41
12	\$779.03	\$689.49

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,
Mistie Bohler

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Shipping Group 1

Shipping Contact:	Shipping phone:	Shipping via:	Shipping Address:
RUSSELL HAMILTON	(662) 323-3133	Standard Ground	200 N LAFAYETTE ST STARKVILLE MS 39759 US

SKU	Description	Qty	Unit Price	Subtotal
	PowerEdge R630	1	\$8,427.10	\$8,427.10
	Estimated delivery date: Nov. 14 - 17, 2017			
210-ACXS	PowerEdge R630 Server	1	-	-
329-BCZI	PowerEdge R630 Motherboard MLK	1	-	-
461-AADZ	No Trusted Platform Module	1	-	-
321-BBKL	Chassis with up to 8, 2.5" Hard Drives, 3 PCIe Slots	1	-	-
340-AKPS	PowerEdge R630 Shipping- 8 Drive Chassis	1	-	-
338-BJDG	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
338-BJCX	Intel Xeon E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	-	-
370-ABWE	DIMM Blanks for System with 2 Processors	1	-	-
412-AAEE	120W Heatsink for PowerEdge R630	1	-	-
412-AAEE	120W Heatsink for PowerEdge R630	1	-	-
370-ACPH	2400MT/s RDIMMs	1	-	-
370-AAIP	Performance Optimized	1	-	-
780-BBJL	RAID 5 for H330/H730/H730P (3-24 HDDs or SSDs)	1	-	-
405-AAEG	PERC H730 Integrated RAID Controller, 1GB Cache	1	-	-

540-BBCB	Intel Ethernet i350 QP 1Gb Network Daughter Card	1	-	-
385-BBHN	iDRAC8 Express, integrated Dell Remote Access Controller, Express	1	-	-
429-AAQM	DVD ROM SATA Internal	1	-	-
770-BBBC	ReadyRails Sliding Rails Without Cable Management Arm	1	-	-
325-BCJU	Dell EMC 1U Standard Bezel	1	-	-
384-BBBL	Performance BIOS Settings	1	-	-
450-ADWS	Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	-	-
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1	-	-
634-BILL	Windows Server 2016 Standard,16CORE,Factory Installed, No Media,NO CAL	1	-	-
634-BILD	Windows Server 2016 Standard,16CORE,Media Kit	1	-	-
800-BBDM	UEFI BIOS Boot Mode with GPT Partition	1	-	-
332-1286	US Order	1	-	-
955-9041	Dell Hardware Limited Warranty Plus On Site Service Extended Year	1	-	-
976-7728	Dell Hardware Limited Warranty Plus On Site Service	1	-	-
976-7736	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch,EXT to 2 Year	1	-	-
976-7737	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year	1	-	-
976-7749	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year	1	-	-
976-7754	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year	1	-	-
989-3439	Thank you choosing Dell ProSupport. For tech support, visit http://www.dell.com/support or call 1-800- 945-3355	1	-	-
900-9997	On-Site Installation Declined	1	-	-
973-2426	Declined Remote Consulting Service	1	-	-
370-ACOG	4GB RDIMM, 2400MT/s, Single Rank, x8 Data Width	8	-	-
400-AJPK	300GB 10K RPM SAS 2.5in Hot-plug Hard Drive	4	-	-
492-BBDH	C13 to C14, PDU Style, 12 AMP, 2 Feet (.6m) Power Cord, North America	2	-	-
634-BILK	MS2016 Standard Edition, Additional License, 2 CORE,NO	2	-	-

	MEDIA/KEY			
634-BILE	MS2016 Standard Edition, Additional License, 16 CORE,NO MEDIA/KEY	1	-	-

			Subtotal:	\$8,427.10
			Shipping:	\$0.00
			Environmental Fees:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$8,427.10

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#) ; for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

***Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

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

AGENDA ITEM NO:
AGENDA DATE: November 21, 2017
PAGE: 1 of 7

SUBJECT: Request authorization for Starkville Utilities and the City of Starkville to enter into an agreement with Garver LLC.

AMOUNT & SOURCE OF FUNDING: FY 2018 budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Request authorization for Starkville Utilities and the City of Starkville to enter into an agreement with Garver LLC.



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

**Starkville Utilities
Starkville, Mississippi
Project No. 16138100**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES is made by and between Starkville Utilities of Starkville, Mississippi hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner owns and operates a municipal water and wastewater infrastructure system consisting of water treatment, water distribution, wastewater treatment, and wastewater collection.

Garver customarily provides planning, engineering, surveying, and program management services related to these improvements.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER will perform professional services as requested by the Owner. The terms of each work assignment or project will be defined and agreed upon by the Owner and GARVER and represented in the form of a written Task Order.

SECTION 3 - PAYMENT

For the work described in each Task Order, except as otherwise agreed to in writing by the Owner and Garver, the Owner will pay Garver in accordance with the terms written in the Task Order Agreement referencing this Master Services Agreement. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within



60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased in accordance with the terms written in the Task Order Agreement referencing this Master Services Agreement.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property when requested.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however,



the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not, unless defined within a Work Order, provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.



5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

5.7 Design without Construction Phase Services

Unless otherwise stipulated in Work Orders, it is understood and agreed that GARVER's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability – Not Used

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.



5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is an Mississippi Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Mississippi.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.



SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Sample Task Order

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

STARKVILLE UTILITIES

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

GARVER, LLC

By:  _____
Signature

Name: Brian Shannon, PE
Printed Name

Title: Vice President

Date: October 25, 2017

Attest:  _____

CITY OF STARKVILLE COVERSHEET

AGENDA ITEM NO:

AGENDA DATE: November 21, 2017

PAGE: 1 of 5

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to initiate a task order with Garver LLC. for study and evaluation of the South Montgomery Sanitary Sewer System

AMOUNT & SOURCE OF FUNDING: FY 2018 budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Request authorization for Starkville Utilities to initiate a task order with Garver LLC for study and evaluation of the South Montgomery Sanitary Sewer System



**TASK ORDER #1
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (Owner) and Garver, LLC (Garver), dated _____ ("Agreement"), Owner and Garver agree as follows:

- 1. Specific Project Title:** South Montgomery Sanitary Sewer Evaluation Survey (SSES) Study
- 2. Description:** This task order is associated with the study of the South Montgomery sewer system. For purposes of this Task Order #1, the South Montgomery sewer system is defined as all gravity sewer and pumped systems that flows into the Country Club lift station. The service area is generally defined as an area north of the lift station from Fairway Drive in the south to Laurel Hill Drive in the north. It is bounded by South Montgomery Street to the west (with the exception of one development) and the Starkville Country Club golf course to the east. The service area includes approximately 25,000 linear feet of sanitary sewer pipe and approximately 92 manholes.
- 3. Scope of Services:** In accordance with the Master Services Agreement; and as described in this Task Order, the services to be performed consist of performing a study of the South Montgomery collection system. Furthermore, Garver will provide a report indicating recommended improvements to the system to reduce inflow and infiltration (I/I) or to increase capacity. Garver will perform the following services:
 - a. Perform a flow monitoring study of the system in conjunction with Starkville Utility staff. This will include the placement of 2 flow monitors for a period of three months or until sufficient dry and wet weather events have occurred. Should the occurrence of wet weather events be insufficient during the time period, a supplemental agreement will be required to extend the length of the flow study. Should ample dry and wet weather events occur during the period, these flow monitors may be relocated to further narrow potential major sources of I/I. The flow monitoring study will also include the placement of a rain gauge for the same duration. Upon completion of the flow monitoring, a technical memorandum (TM#1) will be produced and delivered to Starkville Utilities. The flow monitoring is intended to identify the sub system, which contributes the highest I/I so detection and remediation may be targeted in those areas.

Garver will work with Starkville Utilities' crews to provide locations to place flow monitors that Starkville owns. Starkville Utilities' staff will maintain the flow meters, download data, and provide flow information to Garver. Starkville Utilities will also provide a rain gauge and measurements to Garver to allow Garver to correlate rain durations and intensity to flows.
 - b. Perform smoke testing on approximately 15,000 feet of pipe (60% of the service area). The smoke testing will be performed upon completion of the flow monitoring and performed during a dry period as that will yield the best results. Garver will work with and instruct Starkville Utilities as to the location the smoke testing should occur, the method of which to do so, and the field notes that should be provided. Starkville Utilities' will perform actual smoke testing with guidance from Garver. The smoke testing should take about one week to perform and will include multiple set ups (20-30) of isolated introduction of smoke into the collection system. Public notification is critical in this process. Starkville Utilities will print and distribute smoke testing notices to affected homeowners and should provide notification to police, fire, or any other city department it deems necessary. Social media posts are also recommended a week prior to the smoke testing activities. Upon completion of the smoke testing by



Starkville Utilities, a technical memorandum (TM#2) will be produced by Garver and delivered to Starkville Utilities indicating the results of the testing.

- c. Perform closed circuit television (CCTV) inspection of the collection system. The CCTV inspection will be performed on approximately 10,000 linear feet (40%) of the collection system. The CCTV inspection will include pipeline defect identification and assessment as standardized by the National Association of Sewer Service Companies (NASSCO) through Pipeline Assessment Certification Program (PACP). The PACP coding will provide Garver and Starkville Utilities with a standard method of identifying, evaluating, and managing the CCTV information. Starkville Utilities will perform the CCTV inspections with their crews. Starkville Utilities will provide PACP coding reports to Garver upon completion of the CCTV work. With this information, defensible recommendations for the ranking and prioritization of collection system rehabilitation and replacement alternatives can be developed. Upon completion of the CCTV inspection, Garver will produce a technical memorandum (TM#3) summarizing the results of the inspections.
- d. Based on the results of TM's #1 - #3, Garver will produce a Final Report recommending corrective measures, construction approaches, opinion of probable construction costs (OPCC), and proposed schedules to perform design, bidding, and construction of selected improvements.

The scope for these services is authorized for execution under this Task Order. The scope for Additional Services may be authorized at a later time under separate task orders to the Master Agreement.

5. **Client's Responsibilities:** As indicated in Master Agreement. Starkville Utilities will provide their staff to perform fieldwork associated with this project. The field work provided by Starkville consists of the following elements:

- a. **Flow monitoring.** Starkville Utilities will provide flow monitors and their staff will install, maintain, download flow data, and provide information to Garver.
- b. **Smoke Testing.** Starkville Utilities will provide all smoke testing equipment and perform smoke testing necessary. Starkville will also provide all notification to affected customers.
- c. **CCTV Inspections.** Starkville Utilities will perform CCTV inspections and provide Garver with CCTV reports in PACP format on sections of the collection system chosen to be televised.



6. **Schedule:** Garver will begin work within thirty (30) days from the effective date of this Task Order and complete the project within the following schedule:

Work Item	Completion Time
Begin Work	30 days from Task Order execution
Flow Monitoring / TM #1	120 days from Begin Work
Smoke Testing / TM #2	150 days from Begin Work
CCTV Inspection / TM #3	150 days from Begin Work
Final Report	180 days from Begin Work

7. **Payment to Engineer:**

- a. Garver proposes to perform this project on an hourly basis plus applicable job charges with **not to exceed** amounts for each separate task shown below. The total compensation to Garver for the services identified by this Task Order shall be as indicated in the table below:

Work Item	Fee
Flow Monitoring / TM #1	\$14,000
Smoke Testing / TM #2	\$9,000
CCTV Inspection / TM #3	\$10,000
Final Report	\$25,000
Total	\$58,000

As such, Garver will invoice for the project monthly based upon the hours worked on the project for the total Not-to-Exceed amount of \$58,000.

- b. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.
8. **Subconsultants:** Garver will not utilize any subconsultants on this project. Garver will work with Starkville and manage their crews in a manner such that we would manage our subconsultants.
9. **Other Amendments to Master Agreement:** None.
10. **Attachments:** Garver hourly rate schedule.



Approval and Acceptance

Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the Client.

The Effective Date of the Task Order is _____, 2017.

Client:
STARKVILLE UTILITIES

Engineer:
GARVER

Signature

Signature

Brian Shannon, PE

Vice President