



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
December 5, 2017**

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

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

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court Administrator
Tony Rook

**Park and Recreation
Director**
Herman Peters

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

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

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF NOVEMBER 7, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New employee Introductions:

Starkville Utilities: Shuderrick Birchfield, Dnijee Robinson,
Eli Seabrooks, Tameka Harris and Christie Rogers

Police Department: James Smith

George M. Bryan Airport: Jared Rabren

Recognition of Starkville Academy – MAIS AAA State Football Champions

Recognition of Starkville High School Football

– North Half 6A MHSAA State Champions

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. VOLUNTEER STARKVILLE – DAPHNE KNOX, EXECUTIVE DIRECTOR

VIII. PUBLIC HEARING

A. SECOND 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.

B. PUBLIC HEARING OF AN APPEAL OF THE DENIAL OF RZ 17-06 A REQUEST TO REZONE 2 LOTS LOCATED AT 2003 AND 2005 HICKORY STREET FROM R-1 TO C-2 WITH THE PARCEL NUMBERS 102F-00-048.00 AND 102F-00-047.00.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF APPROVING THE BOLLARD PLAN FOR INSTALLATION OF TEMPORARY BOLLARDS AS SPECIAL EVENT PEDESTRIAN SAFETY DEVICES IN AREAS OF DOWNTOWN, MIDTOWN AND THE COTTON DISTRICT.

B. CONSIDERATION OF INVOICE NO.'S 452041, 452977 AND 453027 FROM RACKLEY OIL, INC. FOR PAYMENT UNDER MISS. CODE SECTION 25-1-47.

C. CONSIDERATION OF BUDGET MODIFICATION #8, A CONTRACT EXTENSION, WHICH WILL EXTEND CONTRACT NUMBER R-103-347-01-KED ENDING DATE TO DECEMBER 31, 2018.

X. BOARD BUSINESS

A. CONSIDERATION OF 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.

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

C. INTERVIEWS, DISCUSSION AND CONSIDERATION OF APPOINTING AN INDIVIDUAL TO FILL THE ONE VACANT SLOT ON THE STARKVILLE HOUSING AUTHORITY BOARD WITH A FIVE-YEAR TERM THAT WILL EXPIRE DECEMBER 31, 2022.

D. INTERVIEWS, DISCUSSION AND CONSIDERATION OF APPOINTING TWO INDIVIDUALS TO FILL TWO VACANCIES ON THE OKTIBBEHA COUNTY HERITAGE MUSEUM BOARD FOR A THREE-YEAR TERM WHICH WILL EXPIRE NOVEMBER 30, 2020.

E. 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.

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 A SPECIAL EVENT REQUEST FOR THE 2017 A STAR(K)-FILLED CHRISTMAS EVENT WITH IN-KIND SERVICES TO BE HELD DECEMBER 10, 2017 AT 4:30 P.M.
- b. DISCUSSION AND CONSIDERATION OF AA 17-01: AN ADMINISTRATIVE APPEAL OF THE DENIAL OF SITE PLAN APPROVAL FOR THE PROPOSED CORBIN'S PLACE SUBDIVISION LOCATED OUTSIDE OF CITY LIMITS ON BLUECUTT ROAD WITH THE PARCEL # 104-19-010.00 AND 104-19-010.01.
- c. DISCUSSION AND CONSIDERATION OF AA 17-02: AN ADMINISTRATIVE APPEAL OF THE DENIAL OF THE USE OF EIFS (EXTERIOR INSULATION AND FINISH SYSTEM) FOR 550 RUSSELL STREET IN A T-5 DISTRICT WITH THE PARCEL NUMBER 101D-00-316.00.
- d. DISCUSSION AND CONSIDERATION OF AA 17-03: AN ADMINISTRATIVE APPEAL OF THE DENIAL OF THE PLACEMENT OF A SECONDARY BUILDING AT 35 JARNIGAN STREET IN A T-4 DISTRICT WITH THE PARCEL NUMBER 101D-00-316.00.

- e. DISCUSSION AND CONSIDERATION OF AN APPEAL OF THE DENIAL OF RZ 17-06 A REQUEST TO REZONE 2 LOTS LOCATED AT 2003 AND 2005 HICKORY STREET FROM R-1 TO C-2 WITH THE PARCEL NUMBERS 102F-00-048.00 AND 102F-00-047.00.

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 28, 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 THE LOWEST AND BEST BIDS RECEIVED FOR OCTOBER 1, 2017 – SEPTEMBER 30, 2018 SOURCE OF SUPPLY LISTING.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE ALICIA HU AS A DEPUTY COURT CLERK IN THE MUNICIPAL COURT DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO REPLACE SOUTHWIRE'S EXISTING GSA-3 RATE AGREEMENT WITH TOU MSB AND IP5 INTERRUPTIBLE PRODUCT.

2. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO REPLACE WEAVERX EXISTING GSA-3 RATE AGREEMENT WITH TDMSA.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

XV. OPEN SESSION

XVI. RECESS UNTIL DECEMBER 19, 2017 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 12-5-17
PAGE: 1 of several

SUBJECT: Request approval of the minutes of the November 7, 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 7, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 7, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on November 7, 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 item XI. B. 2. d be removed from the agenda in that the item is not ready to go forward at this time.

XI. B. 2. d. DISCUSSION AND CONSIDERATION OF FP 17-07: FINAL PLAT COUNTRY CLUB ESTATES PHASE 3-B, APPROVAL FOR SUBDIVIDING +/- 10.95 ACRE PARCEL INTO 16 LOTS LOCATED AT THE EAST END OF TURNBERRY LANE AND CYPRESS POINT ROAD IN A R-4 ZONE WITH THE PARCEL NUMBER 106 -14-013.00 WITH REQUESTED CONDITIONS.

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

X. E. CONSIDERATION OF APPROVING THE REVISED PERSONNEL POLICY MANUAL.

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

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

Alderman Little offered a motion, duly seconded by Alderman Miller, to approve the November 7, 2017 Agenda. Mayor Spruill then read the consented items after which 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
REGULAR MEETING OF TUESDAY, NOVEMBER 7, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

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

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introduction: Police Officer Chris Gregory

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

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

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

VIII. PUBLIC HEARING

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

IX. MAYOR'S BUSINESS

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

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

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

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

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

X. BOARD BUSINESS

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

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

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

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

E. CONSIDERATION OF APPROVING THE REVISED PERSONNEL POLICY MANUAL.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

- a. CONSIDERATION OF CALLING FOR A PUBLIC HEARING, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 101D-00-272.00, ANTIOCH BAPTIST CHURCH, 522 EAST GILLESPIE STREET, TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY DURING ITS REGULAR MEETING ON DECEMBER 5, 2017, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE.
2. CONSIDERATION OF DIRECTING STAFF TO OBTAIN BIDS FOR DEMOLITION, DEBRIS REMOVAL, AND RELOCATION OF INFRASTRUCTURE FOR THE PROPERTY LOCATED AT 100 EAST DR. MARTIN LUTHER KING, JR. DRIVE AND PRESENT BIDS AT THE FEBRUARY 6, 2018 BOARD OF ALDERMEN MEETING.
3. CONSIDERATION OF CALLING FOR A PUBLIC HEARING, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 102B-00-323.00, SECOND BAPTIST CHURCH, 314 YEATES STREET TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY DURING ITS REGULAR MEETING ON DECEMBER 5, 2017, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE.

C. PLANNING

- a. DISCUSSION AND CONSIDERATION OF VA 17-16: A REQUEST BY SER LLC FOR VARIANCE RELIEF FROM SIDEWALK REQUIREMENTS ON A LOT LOCATED +/-250' EAST OF INDUSTRIAL PARK ROAD ON THE NORTH SIDE OF SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL # 102N-00-005.01
- b. DISCUSSION AND CONSIDERATION TO APPROVE WITH CONDITION THE SPECIAL EVENTS REQUEST FOR THE 2017 CHRISTMAS PARADE EVENT WITH IN-KIND SERVICES TO BE HELD MONDAY, NOVEMBER 27, 2017.
- c. DISCUSSION AND CONSIDERATION OF THE 2017 MISSISSIPPI CHAMPIONSHIP STEAK COOKOFF AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON NOVEMBER 18, 2017 WITH THE CONDITION THAT PROOF OF INSURANCE BE PROVIDED.

D. COURTS

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

E. ENGINEERING

1. REQUEST APPROVAL FOR CODY BURNETT TO PARTICIPATE IN THE EDUCATIONAL ASSISTANCE PROGRAM FOR THE FALL 2017 SEMESTER TO TAKE MASTER'S LEVEL COURSES IN CIVIL ENGINEERING WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,500.00.
2. REQUEST AUTHORIZATION FOR THE CITY ENGINEER TO ADVERTISE FOR ALL CONSTRUCTION PROJECTS, CONSTRUCTION RELATED MATERIALS, CONSTRUCTION RELATED QUOTES, AND CONSULTANT RFPS, AS NEEDED FOR THE FOUR-YEAR CAPITAL IMPROVEMENT PROJECTS WITHIN THE BUDGETS PREVIOUSLY ALLOCATED AND APPROVED BY THE STARKVILLE BOARD OF ALDERMEN; AND IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES; AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND EXECUTE ALL CONSTRUCTION AND CONSULTANT CONTRACTS WITH FIRMS OR COMPANIES LISTED BELOW AND ACCEPT CONSTRUCTION MATERIALS QUOTES, AS NEEDED, FOR THE FOUR-YEAR IMPROVEMENT PROJECTS WHICH ARE LESS THAN \$50,000 IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES AND AS REVIEWED AND APPROVED BY THE CITY ATTORNEY.

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2017 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR GENERAL SOURCE OF SUPPLY BIDS FOR ALL DEPARTMENTS WITHIN THE CITY OF STARKVILLE FOR THE PERIOD JANUARY 1, 2018 THROUGH JUNE 30, 2018.

D. FIRE DEPARTMENT

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

E. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

F. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

G. PERSONNEL

1. CONSIDERATION OF APPROVAL TO ADVERTISE TO FILL A FIREFIGHTER POSITION, IN THE STARKVILLE FIRE DEPARTMENT AND AUTHORIZATION TO ADVERTISE FOR THREE (3) PART-TIME CERTIFIED FIREFIGHTERS.

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

INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS.

2. REQUEST AUTHORIZATION TO PURCHASE THE FINAL EQUIPMENT NEEDED TO COMPLETE CONVERSION TO SEDC'S MULTI-SERVICE PLATFORM.

3. REQUEST AUTHORIZATION FOR ROBBY GILLILAND TO TRAVEL TO JACKSON, TN TO ATTEND TVPPA LINE WORKER TROUBLESHOOTING LAB 5 ON DECEMBER 4-8, 2017 AT A TOTAL COST NOT TO EXCEED \$1,820 WITH ADVANCE TRAVEL.

4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE (5) 69 KV POTENTIAL TRANSFORMERS TO ADDRESS SYNC CHECK ISSUES WITH MSU GENERATION AND TO PROVIDE ACCURATE FAULT LOCATING INFORMATION FROM GARNER LUMLEY FOR A TOTAL PRICE OF \$28,350.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. RECESS UNTIL NOVEMBER 21, 2017 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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

Consent items 2 – 34:

2. CONSIDERATION OF THE MINUTES OF THE SEPTEMBER 19, 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 November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the September 19, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE OCTOBER 3, 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 November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the October 3, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of a Resolution requesting the Mississippi Legislature extend the funding of the 2% food and beverage tax for the City of Starkville until June

30, 2022“ is enumerated, this consent item is thereby approved.

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

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

1. By Chapter 950, Local and Private Laws of 1994, the Mississippi Legislature provided authority for Starkville to impose a two percent (2%) economic development, tourism, and convention tax on the gross revenue of restaurants within the City limits derived from the sale of prepared food and alcoholic and non-alcoholic beverages. The two percent (2%) tax was voted on, and approved, in a referendum of the qualified electors of the City.
2. During the Regular Legislative Session of 2004, House Bill 1833 was enacted which amended the entities receiving distribution of the proceeds of the two percent (2%) tax, amended the percentage of distribution of those proceeds, and extended the two percent (2%) tax through June 30, 2015.
3. During the Regular Legislative Session of 2015, House Bill 1664 was passed which extended the term of the entities receiving the distribution through June 30, 2018.
4. A portion of the proceeds from the two percent (2%) tax are obligated to service debt on the City’s Sportsplex through 2026.
5. Since its enactment, the two percent (2%) tax has been instrumental in promoting economic development and tourism in the City of Starkville and the surrounding area.
6. Because the two percent (2%) tax has greatly benefitted the City and its citizens, Starkville wishes to extend it for an additional term of four (4) years, at the same distribution level, and to the same entities, as established in House Bill 1833.
7. Because Starkville simply seeks to extend the current legislation for an additional four (4) year term, and does not seek to: (1) adjust the amount of the tax, (2) adjust the entities receiving the proceeds from the tax, or (3) adjust the percentage of distribution of the proceeds that each entity receives, Starkville requests to be relieved of having to hold a referendum on the issue.

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

After discussion, Alderman David Little moved that the foregoing Resolution be adopted, and said Motion was seconded by Alderman Patrick Miller. The Mayor then put the question to a vote, and the result was as follows:

Alderman Ben Carver
Alderman Sandra Sistrunk

Voted: yea
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 N. Vaughn	Voted: yea

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

D. Lynn Spruill, Mayor
Starkville, Mississippi

ATTEST

Lesa Hardin, City Clerk /CFO
Starkville, Mississippi

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the engagement letter from Watkins, Ward and Stafford for the Fiscal Year 2017 audit for the City of Starkville“ is enumerated, this consent item is thereby approved.



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

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

Starkville, MS 39759
Starkville, MS 39760
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James L. Stafford, CPA
Harry W. Stevens, CPA
S. Keith Winfield, CPA
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Michael W. McCully, CPA
Mort Stroud, CPA
R. Steve Sinclair, CPA
Marsha L. McDonald, CPA
Wanda S. Holley, CPA
Robin Y. McCormick, CPA/PFS
J. Randy Scrivner, CPA

Kimberly S. Caskey, CPA
Susan M. Lummus, CPA
Thomas J. Browder, CPA
Stephen D. Flake, CPA
John N. Russell, CPA
Thomas A. Davis, CPA
Anita L. Goodrum, CPA
Ricky D. Allen, CPA
Jason D. Brooks, CPA
Robert E. Cordle, Jr., CPA
Perry C. Rackley, Jr., CPA

October 11, 2017

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

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

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

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

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

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Members of American Institute of Certified Public Accountants

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

Audit Objectives

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

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

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

Audit Procedures—Compliance

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

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

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

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

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

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

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

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

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

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

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

Meeting with the Board of Alderman to present final audit report

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

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

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

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

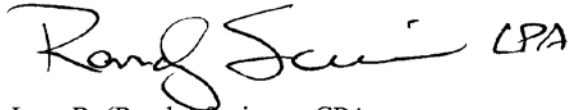
Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2014 peer review report accompanies this letter.

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

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

Very truly yours,

Watkins, Ward and Stafford, PLLC
Certified Public Accountants

A handwritten signature in black ink that reads "Randy Scrivner CPA". The signature is fluid and cursive, with the letters "Randy" and "Scrivner" connected, and "CPA" written in a slightly more formal, blocky style at the end.

Jerry R. (Randy) Scrivner, CPA
Partner

RESPONSE:

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

Governance signature: _____

Title: Mayor

Date: _____

Management signature: _____

Title: City Clerk

Date: _____



HENDERSON HUTCHERSON
& MCCULLOUGH, PLLC

Certified Public Accountants

System Review Report

September 11, 2014

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

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

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

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

*Henderson Hutcherson
& McCullough, PLLC*

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AN INDEPENDENT MEMBER OF THE BDO SEIDMAN ALLIANCE

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a recommended four-year project listing and funding allocation for sidewalk, drainage, overlay, and roadway related projects. It was built on a \$7.2 Million infrastructure budget from a \$7.5 Million bond issuance over the next 4 years” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Paying Agent Agreement with Whitney Bank d/b/a Hancock Bank, for the \$7,000,000 General Obligation Taxable Development Bonds, Series 2017” is enumerated, this consent item is thereby approved.

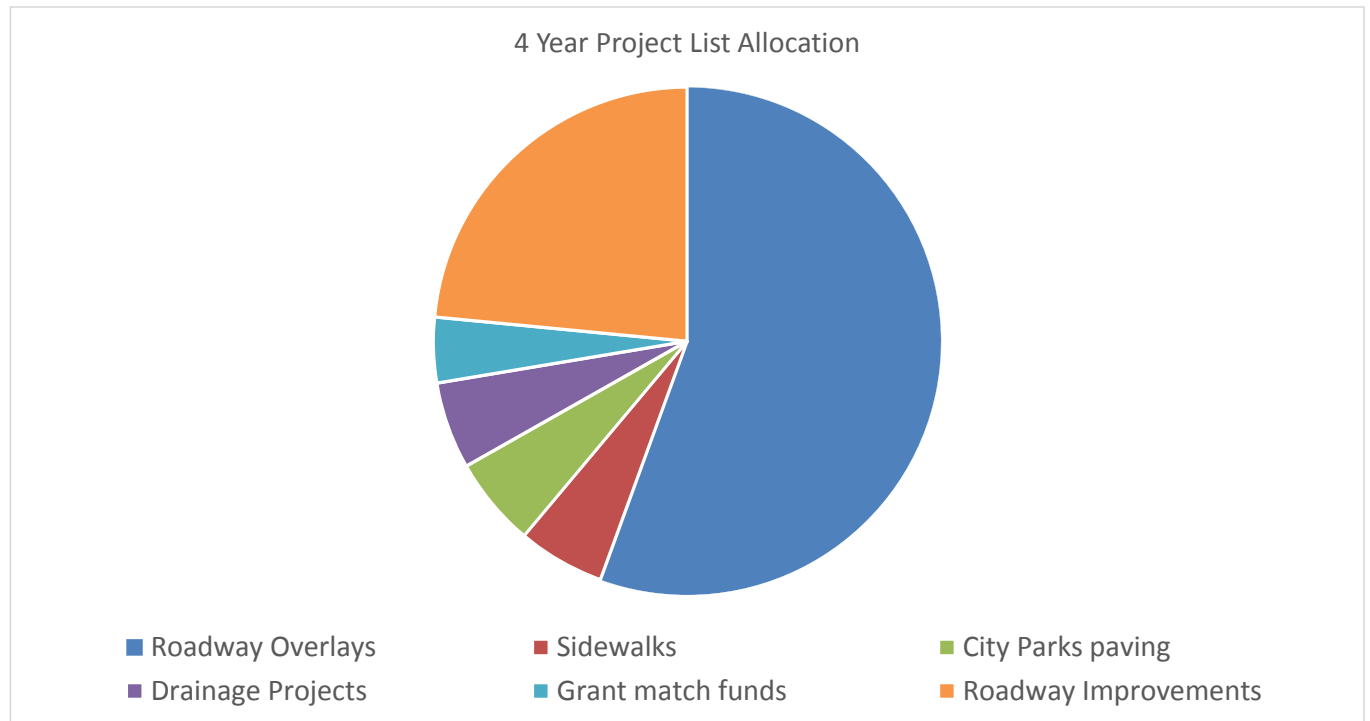


CITY OF STARKVILLE
 ENGINEERING DEPARTMENT
 CITY HALL, 110 W. MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

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%



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ENGINEERING DEPARTMENT
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759-2944

17059- COST ESTIMATE FOR PARK AND RECREATION ASPHALT IMPROVEMENTS

10-27-17

J.L. King Park Improvements

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

Estimated Project Total = \$60,321.44

McKee Park Improvements

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

Estimated Project Total = \$187,396.21

Moncrief Park Improvements

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

Estimated Project Total = \$53,149.45

Sportsplex Parking Lot Improvements

Description	Estimated Cost
South Parking Lot of Sportsplex (Overlay and Striping)	\$108,392.86

Estimated Project Total = \$108,392.86

Estimated Project Total for All Improvements = \$409,259.96



CITY OF STARKVILLE
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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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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THE CITY OF STARKVILLE

ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759

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

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



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

CITY OF STARKVILLE- DRAINAGE IMPROVEMENT PROJECTS

Project List and Cost Estimate- rev. 13

10/24/2017

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

Total projects remaining: 7

Total Drainage Projects Estimate	\$1,325,859
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PAYING AGENT AGREEMENT

CITY OF STARKVILLE, MISSISSIPPI

\$7,000,000 GENERAL OBLIGATION TAXABLE DEVELOPMENT BONDS,
SERIES 2017

DATED DATE – OCTOBER 1, 2017
CLOSING DATE – OCTOBER 12, 2017

Whitney Bank d/b/a Hancock Bank, Gulfport, Mississippi (the "Bank"), hereby acknowledges receipt of and has reviewed the Bond Resolution adopted July 27, 2017, by the Mayor and Board of Alderman of the City of Starkville, Mississippi (the "Governing Body" of the "City"), wherein the duties of the paying agent, registrar, and transfer agent (the "Paying Agent") for the \$7,000,000 General Obligation Taxable Development Bonds, Series 2017 (the "Bonds") of the City are set out and hereby accepts said designation as Paying Agent for the Bonds pursuant to the provisions of the Bond Resolution.

A copy of the Bank's schedule of compensation which details its current bond registrar/transfer/paying agent fees is attached as **Attachment A**. However, the Bank reserves the right to adjust the fees upon thirty (30) days prior written notice to the Governing Body of the City.

This, the ___ day of October, 2017.

Whitney Bank d/b/a Hancock Bank,
Gulfport, Mississippi, As Paying Agent



Susan R. Tsimortos
Senior Vice President and Trust Officer

The foregoing Agreement concerning the City of Starkville, Mississippi, \$7,000,000 General Obligation Taxable Development Bonds, Series 2017 has been accepted by the Governing Body of the City.

This, the ___ day of October, 2017.

Mayor
City of Starkville, Mississippi

City Clerk
City of Starkville, Mississippi

Attachment A
Fee Schedule – Bank



Corporate Trust Fee Schedule Paying Agent, Transfer Agent and Registrar Services

Baton Rouge Gulfport Jackson New Orleans Orlando

Acceptance

New Issue Document Review, Account Acceptance and Set-up
Payable at Closing \$1,600.00

Administration

Minimum Semi-annual Fee \$200.00
Minimum Semi-annual Regulatory Fee \$50.00

Paying Agent Services

Principal or Interest Payments per CUSIP number \$1.50 each
Minimum Semi-annual Fee \$200.00

Transfer Agent Services

Certificates Issued or Cancelled \$3.00 each
Minimum Semi-annual Fee \$175.00

Registrar Services

Holder Accounts Maintained During Billing Period \$3.00 each
Minimum Semi-annual Fee \$175.00

Miscellaneous Activity

Audit Confirmations \$50.00 each
Legal Transfers \$20.00 each
IRS Form 1099B \$1.50 each
Holder List \$150.00 each

Optional Redemptions

Each Optional Redemption \$750.00 each

Investments for Reserve Funds, Sinking Funds or Construction Funds

Each purchase, sale, maturity, free receipt or free delivery of securities \$35.00

Account Opening and Maintaining Costs of Issuance Account

Account opening, document review and disbursement of issuance costs \$150.00

Out-of-Pocket Expenses and Extraordinary Services

If the bank is required to perform unusual or extraordinary services, including participation in litigation, reasonable compensation commensurate with the services, time, work and responsibility involved will be charged.

All out-of-pocket expenses, including but not limited to counsel fees, other agent's fees, accountant's fees, cost of special supplies required, postage and insurance will be charged in addition to the regular compensation. Fees will be billed and payable semiannually in arrears. This schedule of fees is subject to change without advance notice.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution declaring the intention of the Mayor and Board of Aldermen of the City Of Starkville, Mississippi, to issue General Obligation Public Improvement Bonds of the municipality, issue a General Obligation Public Improvement Bond of the municipality for sale to the Mississippi Development Bank, or enter into a loan agreement with the Mississippi Development Bank, all in the maximum principal amount of seven million five hundred thousand dollars (\$7,500,000), in one or more series, to raise money for the purpose of establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof; directing publication of notice of such intention; and related purposes” is enumerated, this consent item is thereby approved.

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

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

1. The Municipality is authorized by Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), to issue the general obligation public improvement bonds hereinafter proposed to be issued for the purposes hereinafter set forth, for which purposes there are no other available funds on hand.

2. The assessed value of all property within the Municipality, according to the last completed assessment for taxation, is Two Hundred Forty-Two Million Four Hundred Seventy-Five Thousand Six Hundred Twenty-Two Dollars (\$242,475,622); the Municipality has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by the Municipal Improvements Act, in the amount of Nineteen Million Three Hundred Ninety-Five Thousand Dollars (\$19,395,000), and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by the Municipal Improvements Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of Twenty-Three Million Two Hundred Forty-Six Thousand Six Hundred Sixty-Seven Dollars (\$23,246,667); the issuance of the Bonds, the Qualified Obligation, or the Loan, hereinafter proposed to be issued, when added to the outstanding bonded indebtedness of the Municipality, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the Municipality, and will not result in indebtedness, both

bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the Municipality and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the Municipality.

3. It is necessary and in the public interest to issue general obligation public improvement bonds of the Municipality in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "Bonds") to raise money for the purpose of establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof (the "Authorized Purpose").

4. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Improvements Act, and other applicable laws of the State of Mississippi (the "State"), the Municipality is authorized to undertake activities for the Authorized Purpose, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing a general obligation public improvement bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") or entering into a loan agreement and obtaining a loan from the Bank (the "Loan").

5. The amount of the Bonds, the Qualified Obligation, or the Loan, shall not exceed the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), in one or more series.

6. The Municipality reasonably expects that it will incur expenditures for the Authorized Purpose for which the Municipality will advance internal funds prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, and that it should declare its official intent to reimburse itself for all or a portion of such expenditures of the Authorized Purpose made in anticipation of the issuance of the Bonds, the Qualified Obligation, or the Loan.

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

SECTION 1. This resolution is adopted pursuant to the Municipal Improvements Act, the Bank Act, and other applicable laws of the State.

SECTION 2. The Bonds will be general obligations of the Municipality payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a tax to be levied annually upon all the taxable property within the geographical limits of the Municipality, which tax, together with any other moneys available for such purpose, shall be sufficient to provide for the payment of the principal of and the interest on the Bonds according to the terms thereof.

SECTION 3. The Governing Body, acting for and on behalf of the Municipality, does hereby declare its intention to issue and sell the Bonds pursuant to the Municipal Improvements Act, to issue and sell the Qualified Obligation pursuant to the Municipal Improvements Act and the Bank Act, or enter into the Loan with the Bank pursuant to the Municipal Improvements Act and the Bank Act, in one or more series, all in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) for the Authorized Purpose.

SECTION 4. Pursuant to Section 1.150-2 of the Treasury Regulations (the "Reimbursement Regulations"), the Governing Body hereby declares its official intent to reimburse expenditures made for the Authorized Purpose prior to the issuance of the Bonds, the Qualified Obligation, or the Loan, with the proceeds of the Bonds, the Qualified Obligation, or the Loan, to the extent permitted by the Reimbursement Regulations.

SECTION 5. The Bonds, the Qualified Obligation, or the Loan, in the amount, for the purpose, and secured as aforesaid, will be authorized to be issued at a meeting of the Governing Body to be held at the City Hall located at 110 West Main Street in the Municipality on Tuesday, December 5, 2017, at 5:30 o'clock p.m. Pursuant to the Municipal Improvements Act and the Bank Act, if a petition signed by not less than ten percent (10%) of the qualified electors of the Municipality, or fifteen hundred (1,500), whichever is the lesser, be filed objecting to and protesting the issuance of the Bonds, the Qualified Obligation, or the Loan, on or before the aforesaid date and hour, then an election on the question of the issuance of the Bonds, the Qualified Obligation, or the Loan may be called and held as provided by law. If no such protest be filed, then the Bonds, the Qualified Obligation, or the Loan may be issued without an election on the question of the issuance thereof, at any time within a period of two (2) years after the date above specified, and may be sold under the regular procedure for issuing and selling the Bonds, the Qualified Obligation, or the Loan.

SECTION 6. This resolution shall be published once a week for at least three (3) consecutive weeks in *The Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein for the issuance of the Bonds, the Qualified Obligation, or the Loan, and the last publication shall be made not more than seven (7) days prior to such date.

SECTION 7. The City Clerk of the Municipality shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of publication of this resolution and to have the same before the Governing Body on the date and hour specified in Section 5 hereof.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved and Alderman Patrick Miller seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 7th day of November, 2017.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

Publication Instructions:

The Starkville Daily News

November 15 2017; November 22, 2017; and November 29, 2017

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Resolution authorizing and approving the engagement of certain professionals to assist with the issuance of General Obligation Public Improvement Bonds, in one or more series, of the City of Starkville, Mississippi, in the maximum principal amount of seven million five hundred thousand dollars (\$7,500,000) to raise funds for the authorized purposes; and for related purposes” is enumerated, this consent item is thereby approved.

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

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

1. It is necessary, advisable, and in the best interest of the Municipality and its inhabitants to issue general obligation public improvement bonds of the Municipality in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000) (the "Bonds") for the authorized purposes.
2. The Municipality desires to go forward with preparation for the issuance of the Bonds and in connection therewith, desires to approve the engagement of certain professionals to assist with the issuance of the Bonds.

NOW, THEREFORE, be it resolved by the Governing Body, acting for and on behalf of the Municipality, as follows:

SECTION 1. The Municipality and the professionals herein engaged are hereby authorized to proceed with the preparation for the issuance of the Bonds in accordance with this resolution and such other resolutions as may be subsequently adopted concerning this matter.

SECTION 2. In connection with the engagement of Government Consultants, Inc., Madison, Mississippi, to serve as Municipal Advisor, the Mayor and/or the City Clerk are hereby authorized, acting for and on behalf of the Municipality, to execute the Independent Registered Municipal Advisor Representation letter, attached hereto as **Attachment A**.

SECTION 3. The Municipality hereby authorizes and approves the engagement of the law firm of Jones Walker LLP, Jackson, Mississippi, to serve as Bond Counsel in connection with the issuance of the Bonds, by execution of the letter of engagement attached hereto as **Attachment B**.

SECTION 4. The Municipality hereby affirms the engagement of Christopher J. Latimer, Esq, of the law firm of Mitchell, McNutt & Sams, P.A., Starkville, Mississippi, to serve as Counsel to the Municipality in connection with the issuance of the Bonds.

SECTION 5. The Municipality by subsequent resolution shall take such actions as may be necessary to specify the terms and conditions of the issuance and sale of the Bonds.

Following the reading of the foregoing resolution and discussion thereof, Alderman David Little moved and Alderman Patrick Miller seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the 7th day of November, 2017.

City of Starkville, Mississippi

D. Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

ATTACHMENT A
IRMA REPRESENTATION LETTER
FOR
MUNICIPAL ADVISOR



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gems@gc-ms.net

November 7, 2017

Mayor and Board of Aldermen
City of Starkville, Mississippi
101 E. Lampkin Street
Starkville, Mississippi 39759

Re: City of Starkville, Mississippi
Not to Exceed \$7,500,000 City of Starkville, Mississippi General Obligation Public Improvement Bonds, Series 2018; OR
Not to Exceed \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2018 (City of Starkville, Mississippi General Obligation Public Improvement Bond / Project) (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

We are writing you to provide certain disclosures to you as representative of the City of Starkville, Mississippi (the "Issuer" or "Obligor") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer or Obligor for the issuance of the above referenced Bonds.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer or Obligor. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer or Obligor. The underwriter, if any, has financial and other interests that differ from the Issuer or Obligor, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer or Obligor.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential bond or debt issuance by the Issuer or Obligor.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer or Obligor. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer or Obligor.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer or Obligor. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer or Obligor.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer or Obligor and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer or Obligor.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of bonds and is based, in part, on the size of the bonds. We will negotiate with the Issuer or Obligor as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer or Obligor and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's or Obligor's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer bonds or other securities at market rate levels. Please be aware of the following basic aspects of the Bonds.

Fixed rate bonds are interest bearing debt securities issued by an issuer or obligor. The interest rates for these bonds are specified at closing and will not change while the bonds are outstanding. Maturity dates for fixed rate bonds are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate bonds is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation bonds are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer or Obligor pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer or Obligor. The Issuer or Obligor promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Bonds will be offered as federally taxable obligations.

It is recommended that you consult with bond counsel on such tax matters related to the issuance of the Bonds.

Disclosure Concerning the Term of Engagement

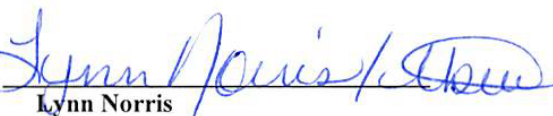
The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's or Obligor's appointed municipal advisor and ends upon the closing and delivery of the Bonds. The Engagement may be terminated with or without cause by the Issuer or Obligor or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer or Obligor in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer or Obligor, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 
Lynn Norris

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature Date

Lynn Spruill, Mayor, City of Starkville, Mississippi
Authorized Representative's Name

ATTACHMENT B
LETTER OF ENGAGEMENT
FOR
BOND COUNSEL



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JACKSON, MISSISSIPPI 39205-0427
601-949-4900
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Brad C. Davis
Direct Dial: 601-949-4623
bdavis@joneswalker.com

November 7, 2017

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

Re: City of Starkville, Mississippi
\$7,500,000 General Obligation Public Improvement Bonds, Series 2017

Dear Mayor Spruill:

This letter is to set forth the scope of our engagement and to specify the responsibilities which we assume as bond counsel for the City of Starkville, Mississippi (the "City"), in connection with the proposed issuance of the above-referenced General Obligation Public Improvement Bonds, in one or more series (the "Bonds").

We will undertake to draft the usual documents associated with the issuance of the Bonds. In addition, we will render our approving legal opinion with respect to the Bonds, which will be delivered to the City and the purchaser on the date of closing. This opinion will primarily address the validity and the proceedings under which they are issued and the exemption from state income taxation of the interest to be paid thereon. To the extent that it is determined that the Bonds may be issued as tax-exempt Bonds under the Internal Revenue Code of 1986, as amended (the "Code"), documents pertaining to the issuance of the Bonds and such opinion will also address the treatment of interest on the Bonds under the Code. We will also draft the customary closing papers, although we do not assume responsibility for verifying the accuracy or completeness of facts certified by others, nor do we assume responsibility for examining legal questions on which other participating attorneys are asked to opine.

We estimate that the fee for our services as bond counsel in this matter, which we agree not to exceed without discussion with you, will not exceed \$75,000.

JONES WALKER LLP

ALABAMA • ARIZONA • DISTRICT OF COLUMBIA • FLORIDA • GEORGIA • LOUISIANA • MISSISSIPPI • NEW YORK • TEXAS

The City will also be billed for reimbursement of our expenses incurred in connection with this matter, which expenses typically include telephone, travel, photocopy and delivery service charges. We estimate that such expenses will be not more than \$2,500, not including costs of validation, although we reserve the right to revise such estimate at any time prior to the actual closing and delivery of the Bonds as a result of circumstances not known on this date. As always, we will attempt to minimize any expenses incurred in connection with this issue and, at the time of submission of our final statement for services rendered and expenses incurred, will be glad to provide a detailed statement of any expenses reflected on our statement.

In connection with the services set forth above, the amount of our fee and our expense estimate set forth herein assumes that the information and documentation that is to be provided to us by the Town will be provided upon request within a reasonable amount of time so as not to occasion otherwise unnecessary expenditures of time and effort on our part. Such fee and expenses related to the initial issuance of the Bonds, and the subsequent issuance of any authorized, but unissued Bonds shall be covered by subsequent arrangements.

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the City is involved. These matters may include, but are not limited to, proceedings before the various federal, state and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the City.

We have reviewed the relationship between our responsibilities as bond counsel (which will primarily consist of drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the proposed Bonds) and our representation of other clients in unrelated matters as described above, and we have concluded that the performance of our responsibilities as bond counsel will not be affected by our representation of other clients.

It is our understanding that the City consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will evidence that consent.

Please confirm that the foregoing scope of engagement and fee arrangement is acceptable to the City by an entry in the minutes of the City, and give us a call if additional information is desired or if the matters discussed herein need further discussion.

Sincerely,

JONES WALKER LLP



Brad C. Davis

BCD/gs

cc: Lesa Hardin, Clerk
Chris Latimer, Esq.

APPROVED AND ACCEPTED:

DATE: _____

CITY OF STARKVILLE, MISSISSIPPI

BY: _____

TITLE: _____

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of bidding out any and all asphalt work relating to the City's four-year capital improvement plan pursuant to Miss. Code Ann. Section 31-7-13(c): Bidding requirements for purchases over \$50,000" is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of asking the Personnel Director to conduct a Salary/Pay Analysis of the employment positions with the City of Starkville and provide a report to the Mayor and Board of Aldermen on December 19, 2017" is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVING THE REVISED PERSONNEL POLICY MANUAL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the revised Personnel Manual for the City of Starkville" is enumerated, this consent item is thereby approved.

Personnel Manual

Adopted by Board of Alderman on
November 7, 2017



Department of Human Resources

Congratulations! We're excited you have chosen to work for the City of Starkville!

We believe our employees are our most valuable asset. In fact, we take pride in our reputation for our ability to recruit, hire, and maintain a motivated and productive workforce and for delivering excellent customer service. We hope during your employment with the City of Starkville; you will become a productive and successful member of our team. If you are a current employee, we wish to express our sincere appreciation for your valued service!

By becoming a City of Starkville employee, you are joining an important group of well-respected, dedicated and talented employees. Our employees are an asset to the community, as well as to the organization. We are known for our excellence and commitment to high-quality and efficient services, that are responsive to the community's diverse and ever-changing needs. We help make Starkville, one of the most livable communities in the country.

We ask our employees, regardless of their responsibilities, to take the collective mission of the City of Starkville's organization to heart: "Making Starkville a safe, dynamic, and livable community."

As a City of Starkville employee, you will have the opportunity to perform quality work in your department, and contribute to the success of the City organization as a whole. Your role in accomplishing these objectives is very important, and you were selected for your position based on the knowledge, skills and abilities you possess for performing your job. We want to hear from you since your insights are as important to us. The City of Starkville cannot have too many good ideas! You will be supported and encouraged to enhance your personal growth, while working with a dynamic variety of individuals, from within and outside of the organization.

As an employee of a municipal organization, it is important to understand our government structure and how it relates to your work. We have eight elected officials, including our Mayor and the Board of Alderman, who are responsible for providing our citizens, business community and others with service that is courteous, dependable, efficient and economical.

We are pleased to provide you with this Personnel Manual, which outlines the basic policies and procedures that provide the framework for our organization. This handbook, will be a helpful reference during your association with the City. We encourage you to freely ask questions of your Supervisor, Manager and Department Head, regarding the policies and procedures contained within this handbook.

We know that people, who enjoy their work and their surroundings do a better job for themselves and the City. We're committed to making employment at the City of Starkville a satisfying and productive experience.

We're pleased to have you join our City government, and look forward to a successful and beneficial association.

The Human Resources Department, City of Starkville, MS!

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Section 1 - Introduction

A. PURPOSE AND OBJECTIVES

The purpose of this Personnel Manual, is to establish a fair and uniform system of policies, procedures and expectations for all employees of the City. Full understanding and compliance is expected of all employees, in order that the most effective services possible may be delivered to the citizens of the City.

The Personnel Manual and all other Departmental Manuals, do not bestow any additional rights to employees regarding employment or employment benefits. These policies and procedures are not part of a contract, and no employee has any contractual right to the matters set forth herein. The Mayor and Board of Aldermen, reserve the right to change any and all such policies, practices, and procedures in whole or in part at any time, with or without notice to employees.

B. AMENDMENTS TO PERSONNEL POLICIES

Amendments or revisions to these regulations, policies and procedures may be recommended for adoption by the Mayor and the Board of Alderman.

All departmental regulations, policies and procedures, as presently constituted or hereinafter adopted, which are not in conflict with these regulations, policies and procedures shall beand remain in effect.

C. COMPLIANCE

The City has made every effort to ensure the policies in the Personnel Manual are in compliance with all federal, state, and local employment laws and regulations. In the event that a provision in the policies is in conflict with a federal, state, or local law or regulation, the appropriate law or regulation shall prevail, and the provision in the Personnel Manual shall be deemed amended to the extent necessary to comply with such law or regulation.

Title 21, Chapter 3 of the Mississippi Code of 1972, annotated as amended, and Chapter 20, Article I of the code of Ordinances of the City of Starkville, establish the authority for the making, and adoption of policies for the management of the City of Starkville personnel system.

D. GENERAL CODE OF CONDUCT

The City of Starkville, has adopted a code of conduct to establish guidelines for City employees in the performance of City business. As an integral part of a team dedicated to delivering quality service to the public, each City employee, shall accept certain responsibilities, adhere to accepted business principles or practices, and foster the highest standards for personal integrity and honesty in carrying out their public duties, recognizing that the public interest must always be the primary concern.

To accomplish these objectives, all employees and volunteers of the City of Starkville shall:

- Uphold the Constitution, laws and regulations of the United States and the State of Mississippi as well as the regulations, policies and operating principles of the City of Starkville.
- Understand the public trust held as a result of being a City employee and never compromise honesty or integrity for personal gain or advancement.
- Place the long term benefit to the City organization and the public as a whole above other considerations in the performance of work duties.
- Conduct oneself at all times in a manner that reflects positively on the City. Understand that certain kinds of off-work conduct can negatively impact one's standing as a City employee and the reputation of City government.
- Treat members of the public and coworkers with dignity and respect.
- Treat members of the public and coworkers fairly and equally without dispensing special favors to anyone or receiving special privileges from anyone.
- Understand that the appearance of a conflict of interest may be as damaging as an actual conflict of interest, and that both should be avoided in the performance of one's duties. Immediately disclose any conflict of interest should it arise.
- Come to work prepared to do your best.
- Respect and uphold the confidentiality of individuals and work related information when appropriate or required by law.
- Report unlawful or unethical work behavior by another City employee or volunteer to the appropriate management or law enforcement representatives.

We invite you to join us in embracing these values and the others outlined in this employee handbook as you begin your career with the City of Starkville. Working together, we can make your employment experience both personally and professionally rewarding

Section 2 – Employment

A. EQUAL EMPLOYMENT OPPORTUNITY

The City of Starkville, provides equal opportunity to all candidates, considered for employment without regard to their race, color, religion, national origin, age, sex, gender, pregnancy, disability, sexual orientation, gender identity, genetic information, military status, protected veteran status (specifically status as a disabled veteran, recently separated veteran, armed forces service medal veteran, or active duty wartime or campaign badge veteran) or other classification protected by applicable federal, state or local law.

B. ANTI-HARASSMENT

It is the policy of the City, to prohibit intentional and unintentional harassment of any individual by another person. Harassment on the basis of any protected classification including, but not limited to, race, color, national origin, physical or mental disability, medical condition, religion, marital status, sexual orientation or age will not be tolerated.

Harassment may include, but is not limited to, offensive jokes, slurs, name-calling, physical assaults, threats, intimidation, ridicule, mockery, insults, put-downs, or interference with work performance or employment opportunities.

Harassment will not be tolerated. Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment at an early stage to prevent its escalation. All allegations of harassment will be investigated by the Human Resources Department or appropriate supervisor.

Sexual Harassment Policy

It is the policy of the City of Starkville to:

1. Provide employees with a working environment free from sexual harassment
2. Communicate such policy and reporting procedures to employees and supervisors
3. Recognize the unique nature of complaints of sexual harassment, encourage early reporting by employees and resolve complaints promptly and confidentially
4. Educate and oversee supervisors in the administration of this policy and in regard to their responsibilities

In determining whether conduct constitutes sexual harassment or creates an intimidating, hostile, or offensive working environment, the totality of the circumstances and the context in which alleged incidents of sexual harassment occurred shall be examined. The determination of whether a particular action constitutes sexual harassment shall be based on the facts of each case.

Employee's responsibilities:

An employee who believes he or she has been the target of or subjected to sexual harassment or a hostile work environment shall address the problem as follows:

1. Notify the alleged harasser, if comfortable in doing so, or the employee's supervisor, and request that the behavior stop immediately
2. Report sexual harassment to the Human Resources Department within three(3) days, or as soon as practicable, unless the report alleges harassment by an employee of the Human Resources Department, in which case, the report shall be presented to the Mayor.

C. AMERICANS WITH DISABILITIES ACT AND AMENDMENTS ACT

The ADAAA are federal laws that prohibit employers from discriminating against applicants and individuals with disabilities.

The City will comply with all federal and state laws concerning the employment of persons with disabilities and will act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, the City will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

The City will reasonably accommodate qualified individuals with a disability as long as the accommodation does not create an undue hardship to the City. The Human Resources Director, with the advice of the City Attorney, will determine whether accommodations are reasonable

on a case-by-case basis. Once the City is aware of a qualifying disability, it will take measures to reasonably accommodate the disability in accordance with legal requirements.

It is the employee's responsibility to inform the employee's supervisor that an accommodation is needed to perform essential job functions. The City reserves the right to request written documentation from any employee seeking an accommodation. All information received by the City relating to the provision of a reasonable accommodation will be treated as confidential and maintained in the medical file separate from other personnel information.

D. MINIMUM AGE

The Fair Labor Standard Act (FLSA) sets wage, hours worked, and safety requirements for minors (individuals under age 18) working in jobs covered by the statute, which includes City government. The rules vary depending upon the particular age of the minor and the particular job involved. The FLSA also generally prohibits the employment of a minor in work declared hazardous by the Secretary of Labor (for example, work involving excavation, driving, and the operation of many types of power-driven equipment).

The City of Starkville's minimum age for all other city employees is eighteen (18) years of age. The minimum age for sworn employees is twenty- one (21) years of age. The only exception will be for selected seasonal and/or temporary positions when prescribed differently by federal or state law.

E. EMPLOYEE CLASSIFICATIONS

Employees of the City of Starkville are generally classified as one of the following:

1. Regular Full-time Employee – A regular full-time employee is an employee who works a minimum of thirty (30) hours or more per week, is paid an hourly or annual rate, is subject to all conditions of employment, and is eligible for all benefits offered by the City.
2. Regular Part-time Employee – A regular part-time employee is an employee who works twenty nine- (29) hours or less per week on a regular basis.

3. Temporary Full-time Employee – A temporary employee is an employee who works assigned hours, not to exceed a period of twelve (12) consecutive months and are paid on an hourly basis. Temporary employees are not eligible to receive benefits.

4. Temporary Employee – A temporary employee is an employee, who works assigned hours, not to exceed a period of one hundred eighty (180) consecutive days and are paid on an hourly basis. Temporary employees are not eligible to receive benefits.

5. Elected Official - A person who is an official by virtue of an election.

F. Pay Rates for Changes in Status (Policy 1)

The following personnel actions may affect the pay status of an employee in the manner provided:

Transfers

When an employee is transferred between departments or to another position within the same department to a job with the same pay grade and salary range (lateral transfer), the pay grade and step of the employee will not be changed.

When an employee is transferred between departments or to another position within the same department to a position where the employee's current pay is above the maximum salary step for the new position the pay step of the employee will be maximized (topped out) until a revision of the pay plan is proposed and approved by the Mayor and Board of Aldermen.

Promotions

When an employee is promoted to a higher grade position, the employee shall be given a promotional increase of at least ten per cent or moved to the minimum salary of the higher job grade, whichever is higher.

Temporary Promotions

When an employee is temporarily assigned to perform the complete range of job duties of a higher graded job for a period of thirty (30) days or longer, the employee shall be given a ten per cent (10%) salary increase or raised to the minimum salary of the new job, whichever is more. When the employee returns to their regular full time job duties, their salary will revert to the salary paid before the temporary promotion plus any pay raises that would normally have been awarded to them in their regular job.

Demotion

When an employee is demoted to a position where their current rate of pay is above the maximum salary range for the new position, the employee's salary will be frozen for a period of one month. After one month, the employee's salary will be reduced to the maximum salary of the job's normal pay range until the Mayor and Board of Aldermen approve a revision of the pay range.

If the employee's current rate of pay is within the salary range for the new position the pay rate of the employee will remain unchanged. An employee may be demoted for any of the following reasons:

1. His/her position is being eliminated and he/she would otherwise be terminated.
2. His/her position is being reclassified to a higher grade, and the employee lacks the necessary skills to successfully perform the job.

3. Lack of work.
4. Budgetary constraints.
5. The employee does not possess the necessary qualifications to render satisfactory service to the position he/she holds.
6. The employee voluntarily requests such a demotion, and it is available.
7. As a form of disciplinary action.

Reclassification

When an employee's position is reclassified to a higher salary grade, the employee shall receive a pay increase, if they are not in line with the new salary grade. When an employee's position is reclassified to a lower salary grade or remains on the same salary grade, the employee's salary shall not change.

G. PROBATIONARY PERIOD

All persons employed shall serve a probationary period of twelve (12) months. During this important time, the employee are learning the job and the City is evaluating their performance. All new employees will be evaluated one hundred eighty (180) during the probationary period by their supervisor, who will let them know how they are doing.

All employees, while on probation, will be entitled to all benefits of regular City employees.

One exception, is that a new hire probationary employee may not submit an employment application as an "internal applicant" until after probation period or unless its a better organizational fit .

Before the end of the probationary period, the Department Head shall indicate the following in writing to the Human Resources Director:

1. That he/she discussed with the employee the employee's accomplishments, failures, strengths and weaknesses
2. Whether the employee is performing satisfactory work
3. Whether the employee should be retained in the position
4. Whether the employee, if a new employee, should be discharged or have his/her probationary period extended a given number of months not to exceed an additional six (6) months
5. Whether the employee, if on probation following promotion, should be reinstated in his/her former position, if available, or have his/her probationary period extended a given number of months not to exceed an additional six (6) months

After successful completion of the probationary period, the employee will become a regular full time employee unless recommended otherwise, that their probationary period be extended in ninety (90) day increments, not to exceed an additional six (6) months with appropriate documentation.

H. PERFORMANCE APPRAISAL/EVALUATION

The purpose of performance evaluations is to provide a uniform, consistent method that evaluates major aspects of job performance and to provide an established method for strengthening work relationships and improving communications. It is designed to develop the employee's skills, to allow the supervisor to recognize the employee's accomplishments and good work, and to provide an established method for identifying needed improvements.

Together the supervisor and the employee shall develop goals to improve job skills and enhance job performance. Employee evaluations may be used to assist in:

1. Promotional decisions
2. Reduction in force considerations
3. Disciplinary action decisions.

Department Heads and/or supervisors are strongly encouraged to frequently discuss job performance with their employees on an informal basis. Formal performance evaluations are used to ensure that these discussions are conducted at least on an annual basis.

Performance evaluations shall be administered in a fair manner without unlawful discrimination as to age, race, sex, religion, political affiliation, national origin, or disability.

While this policy sets forth minimal time periods for performance evaluations, the department head and/or supervisor is not precluded from evaluating an employee's job performance as often as deemed necessary in order to meet the objective of improving an employee's overall job performance.

Policy: All **regular, full-time employees** of the City of Starkville shall be evaluated at least once annually. In order to avoid conflicts with the budgeting process, performance evaluations should be completed in the July - August time frame. Exceptions to this time frame should be documented by the department head and notifications sent to the Human Resources Director with an explanation for the exception and the time frame for completion. Performance evaluations should be completed using forms approved by the Human Resources Director. The appraisal should cover the period from the last appraisal to the date of the current appraisal.

Probationary employees (new hires, promotions, disciplinary, or any other reason for probation) shall be evaluated every one hundred eighty (180) days during the probationary period. Job performance and progress will be discussed during each of the performance evaluations during the probationary period. Probationary periods may be extended in ninety (90) day increments with appropriate documentation and notice to the probationary employee of the reason for the extension and the areas required to be addressed to ensure satisfactory completion of the probationary period.

Department Heads will be evaluated by the Mayor and Board of Aldermen annually using a format and time frame as approved by the Board.

Copies of completed performance appraisals are to be distributed as follows:

- Original sent to Human Resources Director and retained in the employee's Personnel file,
- Copy retained by the department head,

- Copy to be provided to the employee being appraised.

Nothing in this policy should be construed as ensuring continued employment, because any provision of this policy has or has not been followed as stated.

The employee's signature does not necessarily indicate agreement with the contents of the evaluation, only that they have been made aware of it. The contents of a written performance evaluation are not subject to the grievance procedures. If an employee disagrees with the performance evaluation, the employee may attach a written statement of his or her objections to the performance evaluation. The performance evaluation and the employee's written statements, if any, shall be placed in the employee's personnel file.

I. OUTSIDE EMPLOYMENT

The City expects an employee's work for the City to take precedence over any outside employment engaged in by an employee. Employees must get prior written approval from the Department Head before engaging in other employment. The Department Head, shall forward a copy of the outside employment form to the Human Resources Department for inclusion in the employees' official personnel file.

Activities and conduct away from the job must not compete with, conflict with, or compromise the City's interests or adversely affect job performance and the ability to fulfill all job responsibilities for the City. Employees are prohibited from performing any services for customers on non-working time that are normally performed by the City. This prohibition also extends to the unauthorized use of any City tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Additionally, any Department Head, who desires to engage in outside employment or business shall obtain prior approval from the Mayor and Board of Aldermen.

J. ATTENDANCE

Punctual and regular attendance is necessary for the City to operate efficiently. The City provides a variety of forms of leave to cover absence from work. Employees are expected to report for duty, and be ready to begin work by the start of the regular work day or shift, unless on approved leave.

However, the City recognizes the need for a balance between our superior customer service and the needs of our employees. Therefore, reasonable allowances will be made for absences where proper notice; three (3 days) has been given to a manager by the requesting employee. Unfavorable patterns of absences will, however, require immediate management attention.

OCCURRENCE-BASED ATTENDANCE POLICY

Discipline for attendance violations at our location is based on the number of occurrences. Below are the steps our location generally uses in administering discipline in connection with attendance issues. However, under certain circumstances, the City, may deviate from one or more of the steps

or consider absences outside of the specific timeframe.

Protected Absences – The below absences are protected by federal law and the City's policy, therefore, they are not used in the disciplinary process

- Military obligation – documented per company Military Leave Policy
- Bereavement Leave with the appropriate documentation as requested
- Jury duty with appropriate documentation provided
- Documented and approved leaves of absence or use of intermittent leave including family/medical leave as defined in the Company's Family & Medical Leave Policy or as required by other applicable law
- Approved Vacation if requested and approved per the City policy
- City Paid Holidays
- Pre-approved Personal Leave for business that cannot be conducted outside of normally scheduled shifts. That has been requested and approved in advance per the City Policy

Occurrence Defined

- Any absence that is not reported in compliance with any of the Reporting Absences procedure below. (Failure to follow call out procedure)
- An absence not specifically identified as an protected absence above.(Absence)
- Any absence that is not reported to the location (i.e., a no/call/no show). (No Call No Show)
- Failure to be in the employee's work area prepared to work at the scheduled start of the employee's assigned shift. (Tardy) after five (5) min.
- Any instance of an employee leaving his/her assigned location without permission before the end of the scheduled shift where such departure is not specifically related to business needs, occupational injury or illness and/or any other business reason acknowledged by management. (Early Departure) is considered thirty (30) min early.
- Failure to provide proper documentation.

REPORTING ABSENCES

- Call out/report tardiness or early departures to the person at your location who holds the following position: **Department Head or Designee of Department Head**
- When calling out, it **is not acceptable** to leave a message rather than speaking directly to the person listed above.
- When calling out, it **is not acceptable** to use text messaging to leave a message rather than speaking directly to the person listed above.
- Call out timing: At least two (2) hours prior to your scheduled shift unless it is impracticable to do so. Call outs are to be done by the employee and not a surrogate except in extreme circumstances.

All occurrences will be tracked using a 12-month annual calendar method

All occurrences that occur in a 12-month period will be counted and accumulate towards disciplinary action per City policy. After 12 months have passed since any particular occurrence, that occurrence will generally not be considered for disciplinary purposes unless a consistent, or persistent pattern of inappropriate behavior exists.

Attendance will be tracked on a 12-month rolling calendar basis according to the following schedule:

- Each tardiness or early departure_____1/2 occurrence
- Each absence _____1 occurrence
- Failure to follow the correct call out procedure_____1/2 occurrence

Occurrences generally will be subject to the following progressive discipline schedule.

Deviations from this schedule may be approved by the City in its sole discretion.

- 3rd occurrence in a 12-month period_____ Verbal /Documented Coaching
- 4th occurrence in a 12-month period_____1st written warning
- 5th occurrence in a 12-month period_____2nd written warning
- 6th occurrence in a 12-month period_____Termination

USE OF Annual Leave or Sick Leave (AL or SL)

An employee may use available AL or SL to receive pay for an occurrence. However, use of AL or SL will not alter any disciplinary action as defined above.

EXCESSIVE ABSENCES IN THE FIRST 90 DAYS OF EMPLOYMENT

Notwithstanding the foregoing, any employee who incurs three or more occurrences in his/her first 90 days of employment may be subject to immediate termination for excessive absenteeism.

NO CALLS/NO SHOWS

No call/ no shows will be subject to an accelerated discipline schedule during the rolling 12-month period due to there heightened impact on the operation. An occurrence will be issued for the attendance violation along with documentation for violation of the no call/no show policy as follows:

- 1st No Call/No Show in a 12-month period _____1st written warning
- 2nd No Call/No Show in a 12-month period_____Final written warning
- 3rd No Call/No Show in a 12-month period_____Termination

JOB ABANDONMENT

An employee may be deemed to have voluntarily resigned from employment after:

- Incurring no call/no shows for three separate offense.
- “Walks off” the job without authorization from their manager.

If the employee has already begun the step discipline process for attendance/punctuality when a no call/no show occurs, the disciplinary process may be accelerated to the final step.

Note: An employee will not be subject to discipline for any absence, tardiness, or early departure protected under the Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA) or other applicable law, provided the employee complies with the procedures described in this Handbook

PATTERNS

Patterns of absenteeism or tardiness may result in disciplinary action, even if the employee has not yet exhausted available paid time off. Absences due to illnesses or injuries that qualify for a protected leave status will not be counted against an employee's attendance record, if the protected leave is verified and approved. Medical documentation is required in these instances. Employees who are absent due to a protected leave are still expected to follow the Department's call-in protocol.

K. LUNCH PERIOD

Each employee shall have a minimum of a thirty (30) minute unpaid meal period (one hour maximum). The meal period shall not be scheduled within the first or last hour of the scheduled work day or shift, unless specifically authorized by the immediate supervisor. If an employee needs to request additional time for a lunch period, the employee is encouraged to discuss options in advance with his/her supervisor.

The lunch period shall be deducted from the number of regular hours worked for an employee's normal work day. The time and duration of the lunch period for specific employees, work sites or crews shall be determined by the Department Head.

L. NEPOTISM/PERSONAL RELATIONSHIPS/EMPLOYEMNT OF RELATIVES

No applicant shall be employed in a position where a member of their immediate family would serve in a supervisory position which could directly affect their job performance or job evaluation. For purposes of this policy, immediate family includes children, step-children, first cousins, brothers, sisters, nieces, nephews, parents, grand relatives and in-laws of the employee or his spouse. The status quo of relatives presently on the payroll in violation of this guideline will not be affected; however, all future employees will be governed accordingly.

If employees become related by marriage and create a situation prohibited by this Section, one of the employees may be asked to give up their position.

If a personal, romantic, or intimate relationship is established between two or more employees post-hire, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the Department Head. When a conflict or potential conflict arises, due to the relationship affecting employment, the City reserves the right to make any and all employment decisions in the best interest of the City, which may include requiring one of the employees to give up his/her position.

Situations not specifically addressed in this policy that, in the City's opinion, create a conflict of interest or give the appearance of a conflict of interest, will be handled at the City's discretion.

M. PRE EMPOLYMENT DRUG TESTING

Pre-employment testing for illicit drugs is a condition of employment for all jobs within the City.

The City of Starkville recognizes, that the use and abuse of drugs and alcohol in today's society is a serious problem that may involve the workplace. It is the intent of City, to provide all employees with a safe and secure workplace in which each person can perform their duties in an environment that promotes individual health and workplace efficiency. Employees of the City are public employees and must foster the public trust by preserving employee reputation for integrity, honesty, and responsibility.

The personnel covered by this policy are subject to pre-employment, random, reasonable suspicion, post-accident, return-to-duty, and follow-up testing. In meeting these goals, it is the City's goal and policy to:

- Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner
- Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse;
- Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances
- Protect the public and City employees from the risks posed by on- the- job misuse of alcohol and use of prohibited drugs
- Encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

THE COMPLETE DRUG AND ALCOHOL TESTING POLICY IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

N. REDUCTION-IN-FORCE / LAYOFF

Department Heads have been charged with the responsibility of restructuring their departments to eliminate those positions not essential to the mission of the department.

The goal is to accomplish the reduction in force without any change in the level of services rendered to the citizens of Starkville. This may require a reorganization of the responsibilities of those employees who remain.

The department head, with prior approval of the Mayor and Board of Aldermen may lay off an employee due to a shortage of funds or work, the abolition of the position, or for other reasons which are outside of the employee's control and do not reflect discredit upon the employee. Any employee who is laid off will be given either a two (2) weeks' notice of the effective date of the layoff, or termination pay.

Any City employee may be laid off for lack of work or lack of funds without a reflection on his/her standing. At least two (2) weeks' written notice of the effective date of the layoff shall be given to each employee affected, with the exception of seasonal or temporary employees, specifically stating the reason for the layoff. Such notice shall be signed by the Department Head or designee.

Regular full - time employees shall not be laid off until all part-time, temporary and seasonal employees occupying the same class are laid off, unless the non-regular employees' jobs are not

funded solely by the City. Employees affected by the reduction in force may apply for consideration for other vacant positions for which they qualify. Affected employees may also apply for employment with the City for any advertised vacancy for which they are qualified.

The primary criterion for selection of those positions and employees affected by the reduction in force is based on whether the positions are critical to meeting the goal of maintaining the current level of service. Consistent guidelines have been established to govern the selection of individuals for layoffs:

- Volunteers will be first in consideration for layoff.
- Next, employees with documented disciplinary issues in the past six (6) months shall be the selected for layoff, with those currently on a Final Written Warning being selected first proceeding in descending order for discipline.
- Evaluation records may be used in determining which employees shall be laid off when two (2) or more employees are basically qualified to fill one (1) position.
- Next, the employee's availability for work as indicated by the employee shall be utilized to determine selection.
- Seniority as indicated by official records, may be used as a criterion, at the discretion of the Mayor and Board, or any other objective criteria that has a rational basis, and is not inconsistent with state or federal law.

During these periods, employees will be laid off and may be eligible to collect unemployment from the state. Mississippi Department of Employment Security, determines your eligibility for benefits. You may contact them directly to open a claim.

Nothing in this policy limits in any way an employee's right to utilize the City's grievance policy. An employee notified of their dismissal shall be provided the opportunity for an informal hearing before the Board, while in a pay status. The only issue relevant in such a hearing is the City's failure to comply with the criteria and procedures set forth in this policy or other applicable law. The employee and their representative, shall be afforded the opportunity to explain why they should not be laid-off.

O. RESIGNATION

Resignation occurs when an employee chooses to end employment with the City. Although we hope your employment with the City of Starkville will be a mutually rewarding experience, we understand that varying circumstances do cause employees to voluntarily resign employment. Should this time come, you are asked to follow the guidelines below regarding notice and exit procedures.

Procedure

1. Employees are encouraged to provide a minimum of two (2) weeks' notice to facilitate a smooth transition out of the organization. Department Heads are requested to provide a minimum of thirty (30) days' notice.
2. All resignations must be confirmed in writing. Employees may wish to complete the Employee Resignation Form provided below for this purpose or may submit other written notice that should

include the reason for leaving and the effective date. Resignations must be submitted to the Department Head with a copy to the Human Resources Director. Resignations by a Department Head must be submitted to Chief Administrative Officer (CAO) and or Mayor with a copy to the Human Resources Director. The Mayor will be responsible for notification to the Board. Employees who verbally resign will receive a Confirmation of Resignation notice within 24 hours.

3. Employees who fail to report to work for three separate offense without properly communicating to their supervisor or Department Head the reasons for their absence will be viewed as voluntarily resigning their employment as of the close of business on the third workday. A notice will be mailed to the employee notifying them that their employment has been terminated based on voluntary resignation.
4. Employees who wish to discuss concerns about their continued employment before making a final decision to resign are encouraged to do so. When resignations are received, efforts begin immediately to make arrangements for continued coverage of duties, so please make sure of your decision before submitting your resignation.
5. Employees will not be allowed to rescind a resignation, whether given verbally or in writing, once the resignation has been submitted to the Department Head and/or the Human Resources Director, or in the case of a Department Head resignation to the Chief Administrative Officer and/or Mayor or Board.
6. Resigning employees must ensure that all tools and equipment are returned and take the opportunity to discuss any questions or concerns related to employment with the City of Starkville. Employees who fail to return any City property, including keys, credit cards, tools, uniforms, cellular phones, laptops and other equipment, will be deemed ineligible for rehire and may be subject to legal proceedings on behalf of the City of Starkville.
7. Departing employees should confirm their forwarding address to ensure that final pay, benefits and tax information are received in a timely manner.

SECTION III – EMPLOYEE BENEFITS

As a full-time employee or regular part-time employee, you are entitled to certain fringe benefits that are intended to provide security and peace of mind to you and your family during your employment with the City of Starkville.

A. HEALTH INSURANCE BENEFITS

Benefits may include medical, dental, vision, voluntary and flexible options. Employees are eligible for coverage on the first day of the month following 30 days of employment. Dependents that may be covered include legal spouse and children up to age 26. Supporting documentation is required before benefits can begin.

Each plan year begins in October 1st, with the open enrollment period occurring in the month of September, prior to the new plan year. Health plan options, benefit designs, eligibility rules, and premiums are subject to change each plan year. Informational meetings and other communications are available during the open enrollment period.

The Benefit plans offered by the City, allows full-time employees to be enrolled in the City's Group Medical and Life Insurance Program. The City pays all of the premium for its employees. However, if family or extra coverage is desired, the employee is responsible for those premiums. The City will pay a prorated share of Medical Insurance for regular part-time employees.

Employees who pay their health insurance premiums for family or extra coverage, is paid on a pre-tax basis. When employees enroll in medical, dental, or vision insurance, the premiums are deducted from payroll checks before taxes according to IRS Section 125.

For more in-depth information regarding the offered benefits, please see the Enrollment Benefits Guide.

Qualifying Events for Changes to Coverage

It is the employee's responsibility to notify the City if a significant qualifying event occurs that may result in a change in coverage. Employees must notify the City within thirty-one (30) days of experiencing a qualifying event and submit supporting documentation to be eligible to change coverage. Some events allow the employee to make changes to benefits including adding or dropping dependents, adding coverage or terminating coverage.

To make a change in pre-tax deductions that are allocated under the Section 125, employees must have a qualifying event. Under the Internal Revenue Service rules, employees may change his/her health insurance deductions (elections) during the year only after one of the following qualifying events:

1. The employee has a change in family status (e.g. marriage, birth, death, legal separation, divorce, dependent child attaining the maximum age of coverage).
2. The employee's spouse loses coverage due to termination of employment.

3. The employee terminates employment or retires with the City.
4. The employee's spouse has a change in employment status which results in either acquiring or losing eligibility for health insurance coverage.
5. The employee receives a divorce/legal separation and are required under a court order to provide health insurance coverage for his/her eligible dependent children and/or legally separated spouse.
6. There is a significant change in the employee's or his/her spouse's health coverage which is attributable to the spouse's employment.
7. Other reasons consistent with Federal Law such as Healthcare Reform.

Changes in pre-tax health insurance deductions that stem from any of these qualifying events must be made within 30 days of the event.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the City's health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

B. RETIREE HEALTH BENEFITS

If eligibility criteria are met, retirees may continue healthcare benefit coverage into retirement, including dental and vision coverage, providing that they were enrolled in these benefit programs immediately prior to retirement. The opportunity to continue healthcare benefits will be offered on a one-time basis to eligible terminating vested or retiring employees. The election to continue healthcare benefits after employment terminates must be filed in writing by the end of the last day of regular employment.

Eligibility for continuing healthcare benefits will be determined at the time of separation from service. The employee who is separating from service must be currently enrolled in the healthcare benefit program to be eligible for continuation of benefits at the time of separation.

C. LIFE INSURANCE

The City provides group life insurance to employees who are classified as Regular Fulltime. Coverage is effective on the first day of the month following Thirty (30) days of continuous employment with the City.

Eligible employees are provided ten-thousand (\$10,000) of life insurance. The coverage includes accidental death and dismemberment coverage (AD&D) in an equal amount.

Employees are given the opportunity to voluntarily purchase supplemental life insurance benefits

on an after tax basis for themselves and their dependents at the time of hire and at open enrollment each year. Enrollment may require evidence of insurability depending upon the amount of insurance requested and guaranteed issue limits. If the employee is not actively at work on the day coverage is scheduled to begin, coverage will begin on the day the employee returns to work and is considered actively employed.

D. TUITION ASSISTANCE PROGRAM (TAP)

The City of Starkville is committed to helping employees continue their education and develop in their professional careers. In keeping with this philosophy, the City has established an Educational Assistance Program to recognize the motivation of employees who choose to pursue higher and continuing education by reimbursing them for expenses incurred through approved accredited colleges or universities or at approved specific job-related training programs. In all cases, the City will only consider programs for reimbursement that have a job-relatedness to either the employee's current position with the City or that may enhance the employee's career growth opportunities with the City.

Educational Assistance Benefits will be available only if departmental training budgets are sufficient to meet their costs.

All requests for Educational Assistance Benefits must be pre-approved by the Mayor and Board of Aldermen.

All employees are required to sign an agreement to repay the City if he/she leaves employment either voluntarily or involuntarily for reasons within their control prior to two years after tuition assistance has been received. The repayment will be prorated according to the employee's length of service after such benefits have been received, with the employee being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. The employee will be responsible for the costs of any fees associated with the collection of amounts due to the City of Starkville under this agreement, including attorney and court fees should legal action be necessary to collect such fees.

In the event of a reduction of force or if the employee is terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Human Resources Director of the City of Starkville shall review such termination and shall render the decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

THE COMPLETE TUITION ASSISTANCE PROGRAM (TAP) POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

E. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The employee assistance program (EAP) is designed to help all Regular Full-time and Elected City employees and their family members cope with problems before they become unmanageable. The EAP provides employees and their household members with confidential access to assistance and resources from 8-5pm (9) hours per day, five (5) days per week by calling (662) 244-2560. The EAP provides short term counseling and support on many issues including depression, grief, legal issues, alcohol/drug abuse, financial pressures, identity theft, stress, anxiety, and many more.

The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. Contacts to and information given to the EAP counselor may be released to the City of Starkville, only if requested by the employee in writing. There is no cost for an employee to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

F. WORKERS COMPENSATION

The City has elected to participate in the Mississippi Municipal Workers' Compensation Program. All Employees, who have an accident or injury; **no matter how minor**, while on the job, must notify their Department Head **within 24 hours of the incident**. If medical care is needed, your Department Head, will have to report it as first report of injury.

If the injury is deemed to be work-related and you are unable to earn your full pay due to your injury, you may receive workers' compensation benefits related to lost wages. Time away from work due to a work-related injury, will be deemed to run concurrently with leave under the FMLA and similar state or local law, if applicable.

While out on Workers Compensation, leave is not accrued.

WHY DO YOU REPORT IMMEDIATELY?

Reporting an incident (no medical treatment) or injury requiring medical attention, immediately helps to:

- Ensures that management can address and get you immediate medical attention if needed.
- Ensures that unsafe conditions can be corrected immediately to prevent others from being hurt or injured.
- Ensures that an injury investigation gets performed while information is fresh in the minds of those involved.
- Reduces the likelihood of injury severity from prolonged aggravation.
- Reduces the likelihood of fraudulent claim suspicion stemming from a late report.

Failure to report an incident or injury within 24 hours of the event can result in disciplinary action.

WHAT ARE FRAUDULANT CLAIMS?

- Failing to report until a later date, even over the weekend, raises suspicion that an employee may have been injured at home or while performing non-work related duties, and are looking for the medical expense to be covered by the employer. This is a fraudulent claim.
- Fraudulent claims are insurance fraud, a felony, and could result in loss of employment and jail time.

G. Unemployment Compensation

The Mississippi Department of Employment Security determines employee's eligibility for benefits. Employees may contact them directly to open a claim or visit their website at mdes.ms.gov

SECTION IV – CLASSIFICATION PLAN

A. PURPOSE

The Human Resources Department will maintain a Classification Plan that provides a listing of employment positions in the City. The Classification Plan provides a complete inventory of all positions in the City's service and an accurate description and specifications for each job classification. Job classifications are based on an analysis of the duties and responsibilities of each position and include minimum requirements of education, training, experience, skills, knowledge, and abilities necessary for the job.

B. USE OF JOB DESCRIPTIONS

Job descriptions are a mechanism of communicating goals, objectives, values and expectations between employees and supervisors. The job descriptions will contain a general description of the position, essential functions, and additional duties of the job. It should be noted that these elements listed are not entirely inclusive or descriptive of all duties.

The job description shall also contain minimum training and qualifications and the ADA Amendments Act (ADAAA) elements and standards required to perform essential job functions. The minimum qualification standards on job descriptions should serve as norms for applicants coming into the job setting and should also serve as a basis for performance indicators in meeting the expectations of the City for each employment position.

C. USE OF THE CLASSIFICATION PLAN

The Classification Plan may be used:

1. As a guide in recruiting and examining candidates for employment.
2. In determining lines of promotion and developing employee training programs.
3. In determining salaries to be paid for various types of work.
4. In providing uniform job terminology understandable by all City officials and employees and by the general public.

D. ADMINISTRATION OF THE CLASSIFICATION PLAN

In conjunction with the Department Heads and incumbent employees, the Human Resources Department shall be responsible for maintaining accurate job descriptions in the Classification Plan that reflect the duties that each employee performs. Employees and their supervisors shall maintain open communications and dialogue to ensure that job descriptions are reviewed and updated on an annual basis or as needed. The Human Resources Department will conduct a review of the entire Classification Plan by examining the nature of the position classes and recommending the appropriate changes in allocations or in the Classification Plan itself. This review will be conducted every three (3) years or when feasible as determined by the Human Resources Department and Administration.

SECTION V – COMPENSATION PLAN/ PAY PRACTICES

A. PURPOSE

The City shall maintain a Compensation Plan, which assigns pay ranges to each employment position identified in the City's Classification Plan. The Compensation Plan, is intended to provide fair compensation for all classes of positions in the Classification Plan. The salary of each employee shall be set within those established ranges as approved by the City, within budgeted fiscal resources.

The Compensation Plan is to be used in consideration of pay ranges for other job classes, general pay rates for similar employment in private establishments and other public jurisdictions in the area, cost of living data, the financial condition of the City, and other factors. To this end, the City may develop comparative studies of factors affecting the level of salary ranges and make recommendations to the Mayor and Board of Alderman, during the budget approval process.

The City shall adhere to the provisions of the United States Department of Labor's Fair Labor Standards Act (FLSA) as applied to Mississippi Municipalities.

B. MAINTENANCE OF THE COMPENSATION PLAN

The Human Resources Department will conduct compensation studies with public agencies that are similar in structure and size. All factors affecting the level of salary ranges shall be reviewed, and recommendations shall be made to the Mayor and Board of Alderman, regarding any proposed changes in salary ranges as needed.

C. USE OF SALARY RANGES

Salary ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class.

Employees are generally hired at the minimum pay rate established for a job classification;

however, some employees may be hired at a higher rate depending on their experience and education. Any Department Head, desiring to hire an applicant at a salary rate above the minimum, must submit a written justification to the Human Resources Department for approval. No employee may be paid at a rate less than the minimum of the salary range nor more than the maximum pay range prescribed for the class in which the employee is working as set forth in the Compensation Plan.

D. OVERTIME PAY AND COMPENSATORY TIME

A supervisor may require an employee to work at any time when circumstances require work beyond their regular work schedule. In accordance with the FLSA, non-exempt City employees, with the exception of law enforcement and fire protection personnel, shall be compensated for actual time worked in excess of forty (40) hours in a workweek at the rate of time and one-half. Paid leave such as holiday and personal leave does not apply toward time worked.

Non-exempt employees may elect to receive compensatory time in lieu of overtime pay. Compensatory time is time off instead of monetary overtime compensation at a rate of one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees may accrue up to two hundred forty (240) hours of compensatory time. Non-exempt sworn employees may accrue up to four hundred eighty (480) hours of premium compensatory time.

A non-exempt employee, who has accrued compensatory time, shall be permitted to use such time off within a reasonable period after making a request to use such time, unless such use would unduly disrupt the operations of his/her department and not just cause mere inconvenience.

Records of employee compensatory balances for non-exempt employees shall be maintained in the departments as well as the payroll clerk. Employees requesting compensatory time must record the actual hours worked each workday on the time sheets submitted for payroll. Written approvals and leave requests shall be maintained in the payroll and personnel files.

Each Department Head or designated supervisor shall be responsible for establishing work schedules and work periods for employees within his/ her department so as to minimize the amount of overtime pay and compensatory time.

Upon separation of employment, a non-exempt employee shall be paid for documented unused compensatory time. Payment for compensatory time shall be made at the rate earned by the non-exempt employee at the point the employee utilizes the compensatory time.

Non-exempt employees shall work beyond their scheduled number or work hours only when it has been authorized in advance by the Department Head. Any employee who fails to obtain authorization for working beyond the maximum allowable hours shall be subject to disciplinary action. However, no Department Head shall deny overtime pay or compensatory time for work that has already been performed.

Employees affected by a change in their classification from non-exempt to exempt status or from exempt to non-exempt status shall be notified by their Department Head of the change in their status and any overtime pay provisions within thirty (30) days. Any compensatory leave earned as

a non-exempt employee shall either be used prior to becoming an exempt employee or banked for future use.

The Fire Chief and Police Chief shall establish written policies on premium compensatory leave and pay calculations for employees engaged in fire protection or law enforcement activities, based on local, state or federal law. Such policies shall comply with the provisions of the FLSA.

E. EMPLOYEE TIME RECORDS

All non-exempt employees are responsible for recording all actual hours worked using the Department's time reporting procedures. Department Heads shall review and sign all-time records. The following rules shall apply to time reporting procedures for non-exempt employees:

1. Employees are responsible for recording their starting time, quitting time and total hours worked for each work day;
2. Employees are not permitted to sign in/clock in before their normal starting time or to sign out/clock out late after their normal quitting time without the prior approval of their supervisor;
3. Employees shall not remove a time sheet/time cards from the designated employee area or leave the premises with said time sheet/time card;
4. Employees given permission by their supervisor to leave their job assignment for any purpose besides City business during work hours must sign/clock out when leaving and sign in upon returning to work, unless otherwise directed by their supervisor in writing;
5. An employee failing to properly sign his/her time sheet/time card must have it immediately approved and initialed by a supervisor or Department Head to insure payment for hours worked; and
6. No unauthorized representative/employee shall mark on another employee's time sheet/time card. Employees that alter another employees' time sheet/time card shall be subject to disciplinary action.

Failure to properly record hours worked may result in not being paid for those hours in question on the time sheet. Continued non-compliance may result in disciplinary action.

F. ON-CALL PAY (Policy 11)

On-call service is necessary for the proper maintenance and operation of certain City services. On-call time is defined by departmental needs, as a period of time in which an employee is required to be available to report to work at the employer's discretion. The designated on-call, non-exempt employee, is expected to be easily reachable and able to report to work within thirty (30) minutes of receiving notification.

In an effort to address appropriate issues for city-wide standardization, the board has adopted the following criteria for those personnel, who are designated as on-call employees:

1. Each department shall designate the time when the on-call status shall commence and end.
2. Each department head is responsible for the personnel, who are designated for such status and their availability in service to the City.
3. Each department head is directed to distribute or rotate the on-call status responsibility in a fair and equitable manner as dictated by the requirements of the department.
4. Department Heads, will ensure they have appropriate and updated contact information, including current phone numbers, for on-call employees.
5. Employees, designated for being on-call, shall ensure they respond, when contacted and report to work within thirty (30) minutes from receiving the notification.
6. Employees, are also restricted from consuming alcohol or other substances that could impair their ability to respond. Each person, who requires medication is charged with the responsibility to report the condition to the supervisor, so that alternate on-call personnel arrangements can be made.
7. Non-exempt employees, who are designated for on call duty shall receive one hundred–twenty (\$120.00) for on call pay in addition to the actual number of hours worked.
8. An employee who is not designated to be on call, but is unexpectedly called to work area due to an urgent situation, after normal working hours will be paid the minimum of three (3) hours or actual hours worked if it exceeds three hour for each actual trip to the City to address call-in issues. Hours reported will be paid at the overtime rate if appropriate (over 40hrs).

Non-exempt employees, with the exception of departments/divisions that have regularly scheduled work shifts; twenty-four (24) hours each day-seven (7) days a week, who are unexpectedly called back to their work area, due to an emergency situation on an official **City holiday**, shall receive one hundred–twenty (\$120.00) for on call pay; eight (8) hours holiday pay; and shall be paid four (4) hours straight pay for being on call.

The actual time the employee works over their standard hours for the work week shall be subject to overtime.

For public safety staff, their services are needed 365 days a year. Their holiday benefit, can be used at a later date, at the discretion of the Department Head.

Employees must log hours on a time sheet a city approved method, which will then be used as documentation to support changes in the City's time clock system and/or payroll system and will be submitted as part of the City's permanent payroll record. Compensable time shall not include the time it takes to travel to and from the office or work area by the most direct route.

G. EMPLOYEE PAY

The City makes every effort to ensure, employees receive their pay on time. City employees shall be paid generally through direct deposit on a bi-weekly basis, with payday being every other Friday. There are some employees, who were hired before the bi-weekly conversion and remain on a monthly basis. Those employees are paid at the end of each month. There is also some location's who are paid on the 1st and 15th of the month. Employees, who are currently paid on a monthly basis and receive a promotion shall be moved to a bi-weekly basis. Employees with questions about their pay should contact the designated Pay Clerk for their department within the pay period in question or immediately thereafter. If a Pay Clerk is not available, contact the HR Department.

Anniversary Increase:

All regular full-time employees of the City shall receive longevity pay in addition to their regular base pay in accordance with the following schedule:

3% ANNIVERSARY INCREASES GIVEN AT YEARS 3, 6, 10, 15, 20, 25

SECTION VI – LEAVE POLICIES

A. Holiday's

The City recognizes the following Holiday's, as designated annually by the Board of Aldermen:

New Year's Day	1st of January
Dr. Martin Luther King Jr.	3rd Monday in January
President's Day	3rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Veteran's Day	11 th of November
Thanksgiving Holidays	Thanksgiving Day and day after
Christmas Holidays	Christmas Eve & Christmas Day

All fulltime equivalent employees are eligible.

Holiday pay is the regular straight time rate for the number of hours in an average workday.

Employees, whose regularly scheduled day off falls on a holiday, shall be entitled to the straight time holiday pay.

When any of these days falls on a Saturday, the preceding day (Friday) will be observed as a holiday. When any of these days falls on a Sunday, the next day (Monday) will be observed as a holiday.

If a City holiday occurs on an eligible employee's vacation day, it may be counted as a holiday instead of a vacation day.

Unless on authorized leave, employees must work, their work day before a holiday, and their work day after a holiday, in order to be paid for the holiday.

Employee scheduled or required to work on a holiday, shall receive holiday pay; and pay for any hours worked on the holiday, or it could be used for straight time pay or compensatory time off, to use on a later date as approved by the department head.

B. PERSONAL LEAVE

Personal Leave, is provided to all full-time employees, after one month of continuous service. Personal Leave, is earned based on years of service. Please see the chart below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	12 hours	18 days
3 years and 1 months to 8 years	14 hours	21 days
8 years and 1 months to 15 years	16 hours	24 days
Over 15 years	18 hours	27 days

Fire 24 Hour Shift Personnel

Fire personnel, who are regularly scheduled to work twenty-four (24) hour shifts will earn personal leave on a monthly basis, as shown in the accrual schedule below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	16.8 hours	25.2 days
3 years and 1 months to 8 years	19.6 hours	29.4 days
8 years and 1 months to 15 years	22.4 hours	33.6 days
Over 15 years	25.4 hours	37.8 days

1. There is no limit to the accumulation of earned personal leave.
2. Personal leave may be used for vacations and personal business.
3. Sick leave must be used for the first day of an employee's illness.
4. Employees are required to complete and submit the appropriate leave of absence paperwork for any absence.
5. An employee may not be granted personal leave in an amount greater than earned and accumulated.
6. Upon termination of employment, each employee will be paid for unused personal leave not to exceed thirty (30) leave days. One day of leave time is equivalent to eight (8) hours for all employees, including policemen and firefighters.

7. Upon termination of employment, unused personal leave in excess of thirty (30) days will be counted as creditable service for purposes of the State Retirement System.
8. Should an employee die having accumulated personal leave credit, the final check for wages or salary for the unused personal leave, up to 30 days will be given to the person designated by the employee for this purpose or, in the absence of such designation, to the beneficiary of such employee as recorded with the Public Employee Retirement System.
9. Requests for personal leave must be submitted in writing to the staff employee's Department Head, in accordance with departmental request procedures, at least 3 days prior to the time requested. A department head may deny a request for leave based on business necessity. Failure to receive approval prior to taking time off and/or failure to return to work at the end of an approved personal leave may be cause for disciplinary action up to and including termination.

C. MAJOR MEDICAL LEAVE

Major Medical Leave, is provided to all full-time employees, after one month of continuous service. Major Medical Leave, is earned based on years of service. Please see the chart below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	8 hours	12 days
3 years and 1 months to 8 years	7 hours	10.5 days
8 years and 1 months to 15 years	6 hours	9 days
Over 15 years	5 hours	7.5 days

Fire 24 Hour Shift Personnel

Fire personnel, who are regularly scheduled to work twenty-four (24) hour shifts will earn personal leave on a monthly basis, as shown in the accrual schedule below:

YEARS OF SERVICE	Monthly Accrual Rate	Annual Accrual Rate
1 month to 3 years	11.2 hours	16.8 days
3 years and 1 months to 8 years	9.8 hours	14.7 days
8 years and 1 months to 15 years	8.4 hours	12.6 days
Over 15 years	7.0 hours	10.5 days

1. An employee who has used more than three (3) consecutive days/shifts of sick leave must provide documentation to substantiate his/her absence and documentation regarding the employee's fitness to return to work.

2. If an employee has requested the use of vacation, compensatory, or personal time and that request was denied by his/her supervisor and the employee thereafter utilized sick leave on the day(s) for which the employee's request for vacation, compensatory, or personal time was denied, the employee must provide documentation substantiating his/her use of sick leave on that day(s).

D. LEAVE DONATION PROGRAM

Any City of Starkville employee may donate a portion of his or her earned major medical leave and/or personal leave to another employee who is suffering from a catastrophic illness or catastrophic injury as defined below, or to another employee who has a member of his or her immediate family, who is suffering from a catastrophic illness or injury, in accordance with the following:

The program allows eligible employees to donate accrued major medical leave and/or personal leave, to assist eligible co-workers who would otherwise be subjected to a loss of income during a continuing absence from work. Participation in the Program is entirely voluntary and is open to all employees, who are eligible to accrue major medical leave and/or personal leave, within the City.

The Program is subject to change without notice, non-grievable and is not subject to any arbitration policy applicable to any employee. Donations must be made in full day increments and are irrevocable. The donated leave can only be credited for future use and not on a retroactive basis. Pay received as donated leave will be treated as earned income.

THE COMPLETE LEAVE DONATION PROGRAM POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

E. FAMILY AND MEDICAL LEAVE

The City of Starkville recognizes, there are times when an employee may need to be absent from work, due to qualifying events under the Family and Medical Leave Act (FMLA).

An employee with at least 12 months of service, who has worked 1,250 hours or more for The City in the past 12 months may request protected unpaid leave under our Family and Medical Leave Act (FMLA) Policy. In addition, The City, will comply with any similar applicable state and local laws regarding leave. Where applicable, leave under the City's FMLA policy, will run concurrently with similar leave under applicable state or local law.

- **Parental Leave:** For the birth or placement of an adopted or foster child
- **Personal Medical Leave:** When an employee is unable to work due to his/her own Serious Health Condition
- **Family Care Leave:** To care for a spouse, child, or parent with a Serious Health Condition
- **Military Exigency Leave:** When an employee's spouse, parent, son or daughter (of any age)

experiences a Qualifying Exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists)

- **Military Care Leave:** To care for a an employee's spouse, parent, son, daughter (of any age) or next of kin, who requires care due to an Injury or Illness incurred while on active duty or was exacerbated while on active duty.

For the first four reasons listed above, an employee may take up to 12 weeks of FMLA leave in a 12-month period measured backward from the date the employee uses any FMLA leave for these purposes.

For the last reason listed above, an employee may take up to 26 weeks of FMLA leave in a 12-month period that is measured forward from the date the employee's first leave for this purpose begins. The 26 weeks available includes up to 12 weeks of leave taken for the first four reasons listed above.

Note:

If you would like to request FMLA leave, you must provide verbal or written notice sufficient to make your Department Head or the appropriate Human Resources Professional aware of your need for FMLA leave, as well as the anticipated timing and duration of the leave.

Return to Work

Any employee returning to work from an extended leave as a result of a serious injury or illness, extended absence, or from any other health-related circumstance that may call to question their ability to perform the essential functions of the job in a safe and effective manner, must provide a medical release to return to work to the department designee.

A Medical Release must be received by the department designee before the employee will be permitted to return to regular duty.

General Provisions

Failure to Return: Employees failing to return to work or failing to make a request for an extension of their leave prior to the expiration of the leave will be deemed to have voluntarily terminated their employment.

Alternative Employment: No employee, while on leave of absence, shall work or be gainfully employed either for himself/herself or others. Any employee on a leave of absence, who is found to be working elsewhere without permission will be automatically terminated.

False Reason for Leave: Termination will occur if an employee gives a false reason for a leave.

F. CIVIC/COURT LEAVE

An employee, who is summoned or subpoenaed to appear as a party, witness, or juror will be excused from work for the days on which they serve. Employees must notify their manager as soon as they are called for jury duty, so that arrangements may be made to cover work assignments.

If an employee is relieved from duty prior to 12:00 noon, they are expected to report back to work.

Unless otherwise required by state law, an employee will receive the difference between jury duty earnings and regular pay (excluding overtime or other premium payments) for hours they would have worked if they had not been required to report to jury duty.

Pay for jury duty service is subject to a maximum of 5 days.

A copy of the jury duty summons and jury duty check stubs, must be provided to your Department Head immediately (next work day) after returning from jury duty so your pay may be calculated.

G. BEREAVEMENT LEAVE

An employee may take up to five (5) days of paid bereavement leave per calendar year, for the death of an immediate family member.

Unless otherwise provided, an immediate family member for purposes of this leave includes your spouse/domestic partner, parent (biological, adoptive, step or foster), legal guardian, sibling, child (biological, adoptive, step or foster), grandchild or grandparent, as well as his/her spouse/domestic partner's parent, legal guardian, sibling, child, grandchild or grandparent.

Unpaid leave may be requested for bereavement for other categories of extended family, including but not limited to: aunts, uncles, cousins, nieces, nephews, in-laws and step-family relations. Request for unpaid bereavement leave will be granted based on business need and schedules. If approved by your manager, unpaid leave for this purpose may be subject to the same documentation requirements upon request of management as paid bereavement leave.

H. MILITARY LEAVE

Any employee of the city called to enter the military services of the United States (including the Army, Army Reserves, Army National Guard, Navy, Naval Reserve, Marine Corps, Marine Corps Reserve, Air Force, Air Force Reserve, Air National Guard, Coast Guard, Coast Guard Reserve, Commissioned Corps of the Public Health) shall be given a leave of absence for the duration of such military service, and upon the termination of such service, the Mayor or Board, shall reinstate the employee in the position he/she held at the time he/she entered such military service, if such position exists. Further, the employee can also continue his/her existing health coverage for the employee and his/her dependents for up to 24 months while the employee is fulfilling military service obligations.

The process for reinstatement of employees returning from military leave begins when the employee notifies the department head or designee of his/her intent to return to work. The

following guidelines apply:

1. On the first work day back for employees deployed 30 days or less
2. Within 14 days of the end of service for employees deployed up to 180 days
3. Within 90 days of the end of service for employees deployed 181 days or longer

The returning employee will be reinstated in the position they would have attained had they not been absent for military service, with the same seniority, status and pay.

If the position has been abolished, the employee shall be given a position of equal pay grade and at a salary of not less than that which he/she received before such military service or would have held had he/she not entered such military service. Such employee shall retain all rights and benefits which he/she had under any civil service or tenure law of the city, and shall retain all rights and benefits he/she had under insurance and pension law of the city at the time he/she entered such service for the United States Government, and shall be given credit for the years spent in the military service in computing the time served for pension purposes.

Unless his/her military organization requires a specified time for the training period, the employee shall arrange with his/her Department Head for a mutually suitable time period. Employees shall be granted fifteen (15) days of paid leave for each calendar year for active- duty training.

Every employee returning from military leave shall submit to his/her Department Head proof of the number of days spent on duty.

I. CITY LEAVE/ LEAVE OF ABSENCE

Employees who are not eligible for leave under FMLA and need time off for personal or health reasons, he/she may apply for a personal leave of absence without pay pending the Mayor and Board of Aldermen approval. Personal leaves, are limited to a period of thirty (30) days, in any one calendar year, and service credit shall not be granted for the time of the leave. Accrued leave time and earned compensatory leave can be used.

Notice and Leave Request Process

Foreseeable Need for Leave: If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, employees must give at least thirty (30) days' notice. If 30-days' notice is not practicable notice must be given as soon as possible. Employees are expected to complete and return leave a request form prior to the beginning of leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.***

Unforeseeable Need for Leave: If the need for leave is unforeseeable, notice must be provided as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Employees are expected to complete and return the necessary leave request form as soon as possible to obtain the leave. ***Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.***

Leave Request Process: Any employee requesting leave under FMLA should notify the immediate supervisor and contact the City's HR Department. The HR Department will provide information and the necessary documents to the employee to begin the process.

SECTION VII – GENERAL POLICIES

A. DRESS CODE

Personal appearance and manner of dress is an important part of your job responsibilities. Employees are expected to dress and groom in a manner which reflects good taste and which is appropriate for the type of work performed. Since all employees deal with co-workers and the public on a daily basis, personal hygiene is a requirement. Employees should ensure their personal hygiene will not be offensive to others around them. This includes but is not limited to – scented body products, perfume/cologne, oral hygiene and body odor. Specific dress codes vary based on the position held and whether the job requires the use of a uniform, safety equipment, or safety footwear.

In departments where uniforms are required to be worn, all employees are expected to wear the uniform according to departmental policy. All uniforms are expected to be kept neat and in good condition. Depending on the department an employee is assigned to, the City may furnish a uniform.

Employees who do not regularly meet with the public should follow basic requirements of safety and comfort, but should still be as neat and business-like as working conditions permit.

Administrative employees who deal with the public are expected to dress in a manner that is professional and that projects a positive image for the City.

Employees are required to adhere to the following guidelines.

1. Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest or buttocks areas.
2. Clothing should be free of sexually related references, foul language, or messages that suggest or promote the use of illegal drugs or alcohol.
3. Body piercing jewelry will only be worn on the ear. No other areas of the body should be visible with body piercing jewelry.
4. In keeping with a professional image, visible tattoos shall not be obscene as determined by the Department Head or designee.
5. Employees may not wear halter tops, beachwear, t-shirts (without City logos), sports jerseys, shorts, spandex or other form fitting pants, work-out attire or distracting, offensive or revealing clothes on any day of the workweek.
6. The Department Head or designee may choose to authorize a particular day or day of the week during which casual clothing may be worn. On designated casual days, employees may wear sports jerseys or shirts and blue jeans that are not overly worn, torn or tattered.

An employee who does not meet the standards of this policy will be subject to corrective actions,

which may include leaving the work location to correct the dress code violation. Any work time missed because of failure to comply with this policy will not be compensated, and repeated violations of this policy may be cause for disciplinary action.

B. POLITICAL ACTIVITY

The City believes all employees have a civic duty to cast their votes for candidates and issues as they choose. Employees also have the right to support candidates and issues with their personal efforts and volunteer contributions.

However, no such activity will be conducted during working hours nor at the expense of the City. Employees will not be subjected to coercion, intimidation, or threat of reprisal because of their political activities. Employees scheduled to work during the entire time the voting polls are open shall be granted sufficient time off to vote.

Employees choosing to run for elected office must notify their Department Head.

Running for Office

Any City employee running for an elective and public office must request a leave, i.e., to include vacation leave, personal leave and compensatory time, or leave of absence without pay. Sick leave cannot be used for such purposes. The effective period of such leave would be thirty (30) days prior to active campaigning or the appearance of any conflict in discharge of City duties as an employee.

Winning an Office

A candidate who is successful in winning the elective office is eligible to return to his/her City position until he/she is duly sworn and qualified for the position unless a conflict develops concerning his/her City duties as an employee. If a conflict situation develops concerning the duties of the employee, the employee must resign from his/her job.

Losing an Office

A candidate who is unsuccessful in election to public office may return to his/her position in accord with the conditions of the approved leave.

SANCTIONS

If an employee is found to be participating or otherwise conducting activities which cause conflict in the office of assignment, he shall be subject to disciplinary actions to include dismissal as determined by their immediate supervisor, who would then make a recommendation to the Mayor and Board of Alderman.

C. PHONE CALLS

The use of City phones for personal reasons should be kept to a minimum. Occasional personal phone calls are permitted so long as they do not interfere with the normal routine of business and last no more than five minutes each. Directory assistance should be used only when absolutely necessary and only for city business.

D. GARNISHMENTS AND ATTACHMENTS

Garnishments and attachments create an administrative burden on the City. For this reason, they are looked upon with disfavor and recurrences may result in disciplinary action.

E. PERSONAL FINANCIAL

All employees are expected to meet their personal financial obligations promptly so that creditors will not have to ask for the City's assistance in collecting amounts owed to them. In the event that a garnishment or similar proceeding is instituted against an employee, the City must deduct the required amount as specified by law from the employee's paycheck. Compliance with writs of garnishments and similar orders imposes an administrative and financial burden on the City. Additionally, the failure of an employee to meet his or her financial obligations does not reflect favorably on the City and frequently may cause an adverse effect on the employee's job performance.

No employee will be subject to any disciplinary action for garnishments(s) for any single indebtedness. However, garnishments for more than one indebtedness may result in disciplinary action up to and including termination.

Disciplinary action will not be taken for any wage attachment or garnishment resulting from:

1. Any order for the support of any person issued by a court of competent jurisdiction or in accordance with an administrative procedure, which is established by state law, which affords substantial due process, and is subject to judicial review.
2. Any order of any court of bankruptcy.
3. Any debt due for any state or federal tax.
4. Any garnishment or similar proceeding for which the City does not have to begin deductions because the employee obtains a release prior to the commencement of deductions.

Once payroll deductions are completed for a garnishment or wage attachment through either deduction of the full amount or a duly executed release stopping the deductions, the employee's record will be considered as clear if no further garnishments or wage attachments are received within a twelve (12) month period. However, if additional garnishments are required to be honored within twelve (12) months after cessation of payroll deductions, the employee may be subject to disciplinary action.

Normally, disciplinary action will be as follows:

1. Second incident—Verbal warning (to be documented in personnel file).
2. Third incident— Written warning.
3. Fourth incident— Consideration of Termination.

All discussions and any disciplinary actions as a result of this policy will be handled by the Human Resources Director of the City to ensure the confidentiality and privacy of the employee's information. The City reserves the right to review violations of this policy and may, based on the

circumstances, deviate from the disciplinary actions specified above. Such deviation will not be considered as modifying this policy or setting any precedent for other cases.

Questions regarding this policy should be discussed with the Human Resources Director of the City.

F. CITY VEHICLES

The purpose of this policy is to define and describe the usage parameters related to the operation of City of Starkville vehicles by City employees. The purpose of this policy is to:

- a) Ensure the safety and well-being of City employees
- b) Facilitate the efficient and effective usage of City resources
- c) Minimize liability to the City
- d) Establish standard requirements and procedures for all City of Starkville employees who drive a motor vehicle including over the road equipment in the course of City business. In this Policy, the term vehicle shall be defined as any motor vehicle including over the road equipment and off-road equipment such as mowers, tractors, bulldozers, etc.

It is incumbent upon all operators of City vehicles to follow all motor vehicle laws and rules of the road, and to operate City vehicles in a safe and courteous manner. It is recognized that this policy may not cover all instances and examples of acceptable vehicle usage. In cases not specifically covered in this policy, the employee is responsible to utilize common sense and seek clarification from their immediate supervisor, Department Head, or the Personnel Office. Failure to adhere to all aspects of this policy may result in the employee being held personally responsible for damages, and may result in disciplinary actions up to and including a recommendation for termination if so determined by the employee's Department Head.

All employees who will drive vehicles at any time during the course of their employment must become familiar with this policy, and will be required to sign a statement that they understand and shall adhere to this policy document before they are granted on-going permission to drive a City vehicle.

All automobiles and other vehicles which are owned by the city, except those used by the Chief of Police, and the Detective bureau of the department of police, shall be distinctly marked as the property of the city by placing signage in a conspicuous place, in such a manner that the same cannot be removed, the municipal device, together with the words "City of Starkville", and the number operating the said automobile or other vehicle.

This policy document applies to all employees who operate City vehicles of any type on either a regular or occasional basis. The City reserves the right to deny any employee the use of a City vehicle and may choose not to indemnify any employee who fails to adhere to the policies and procedures contained in this document.

THE COMPLETE CITY VEHICLES POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, AND IS HEREBY EXPRESSLY INCORPORATED HEREIN.

G. VOICE RECORDERS

It is the policy of the City of Starkville that no City employee shall record a conversation, electronically or otherwise, without first making the fact clearly known to the other employee. The sole exception to this rule is that as part of a criminal investigation and with the authority of the Chief of Police conversations may be recorded for the purposes of criminal investigation

H. SOLICITATION

In order to avoid interference with work, the City, has adopted the following procedure with respect to solicitation and distribution.

It is the policy of the City of Starkville, that no employee of the City of Starkville involve the City's name or its resources, directly or indirectly, in fund raising without prior consent of the specifics of each activity by the Department Head and Mayor.

Solicitation of one employee by another employee for membership, contributions, funds or other purposes, while either employee is on working time is prohibited, unless approved by the Mayor. Working time refers to that portion of the workday in which the employee is performing actual job duties.

Distribution of printed or written literature of any kind on company or client property is prohibited, except in non-working areas during non-working time. Working areas refer to where work is actually performed.

I. TOBACCO POLICY

The City of Starkville, is committed to promoting a healthy environment for its staff and visitors without the hazards associated with tobacco products.

In keeping with the City of Starkville's intent to provide a healthy, comfortable, and productive work environment for its employees, effective February 1, 1998 and amended on September 15, 2009, smoking and the use of tobacco products is prohibited throughout all City of Starkville offices and buildings and vehicles.

The Policy on Smoking and use of Tobacco Products applies to employees during working hours and to the general public when they are on City property.

This policy applies equally to all City employees, clients, contractors, and visitors.

The use of tobacco and non- tobacco products designed and used as a substitute for a tobacco product; including but not limited to cigarettes, cigars, pipes, electronic cigarettes (e-cigarettes), vaporizing devices, smokeless tobacco, snuff and chewing tobacco is prohibited in any enclosed areas of City buildings. This includes, but is not limited to, common areas, hallways, meeting rooms, offices, restrooms, parking lots, all City-owned adjacent property, City vehicles and equipment, as

well as any area enclosed by garage type doors on one or more sides when all such doors are completely open.

Tobacco users are responsible for ensuring that all tobacco activity, including the lighting and discarding of cigarettes, takes place at least fifty (50) feet from the doors, windows and ventilation systems of City of Starkville buildings, to avoid infiltration of smoke into the buildings and only during approved break or lunch periods.

The success of this policy depends on the cooperation and thoughtfulness of smokers and non-smokers. All employees are responsible for adhering to and enforcing this policy.

Appropriate signage indicating the City's smoke-free policy will be posted in all City buildings and vehicles.

All materials used for tobacco, including cigarette butts and matches, should be extinguished and disposed of in appropriate containers. Violators of this policy are subject to disciplinary action.

The City's offers a Tobacco Cessation Program for employees covered by the City's health plan. Additionally, the Mississippi Tobacco Quitline is a toll free telephone service that provides personalized support for Mississippians, who want to quit the use of Tobacco. Employees may call the Mississippi Tobacco Quitline at 1-800-QUIT-NOW (1-800- 784-8669) or online coaching is available at <http://www.quitlinems.com>

Any complaints of City employees violating this policy shall be made with the employee's immediate supervisor or the Department Head.

J. PERSONNEL/HUMAN RESOURCES RECORDS

Personnel records for each employee are kept on file and maintained in a secure manner by the Human Resources Department. The Human Resources Department will maintain employee files containing employment and work history, and records of personnel actions.

In order to keep City personnel records up-to-date, employees must notify their supervisor and the Human Resources Department within ten business (10) days (by completing the appropriate forms) of any change of: name, address, telephone number, marital status, military orders, beneficiaries, dependents, completed education/training, or information for income tax withholding.

The accuracy of these records is particularly important in the case of mailing checks, W-2 forms, insurance payments, sick and accident benefits, etc.

K. BULLETIN BOARDS

City bulletin boards are maintained at numerous locations around the city facilities. Each employee is urged to watch the bulletin boards for notices. Cooperation is needed in protecting the posted material. Any additions or changes to materials posted on the City's bulletin boards must be

approved in advance by the Department Head in charge of the facility at which the bulletin board is located. Employees with complaints about the management of a bulletin board should notify the department head. These complaints may include obsolete notices or cluttered boards.

L. NEWS RELEASE

1. It shall be the policy of the City of Starkville to assist newspapers, radio, television and other news media in gathering news that is related to City affairs.
2. Every effort will be made to release current information without partiality. Information will not be withheld or delayed in order to favor any particular news media, representative, or agency. Official records of the City, to include such items as budget information, Board of Aldermen minutes, etc., will be open for inspection to representatives of the press or other news media. In no case will personnel records be made available to members of the news media by the City.
3. Police records, i.e., accident reports, crime reports, and arrest reports, should be made available subject to the limitations imposed by the Federal Privacy and Security Laws. The Police Department, subject to the express authority of the Police Chief, and within the limitations of the Federal Privacy and Security Laws, the Mississippi Code, and rules of the court may release information relative to on-going police investigations or matters of interest. At no time shall a press release take precedence over the primary role of the Police Department, this being law enforcement.
4. Any member of the City staff may release factual information that falls within the scope of his or her responsibility. For example: a police patrolman may release information relative to an accident he is investigating.
5. At no time will any employee of the City other than the Mayor or any Alderman make any statement to the news media relating to City Policy.
6. If the information requested pertains to policy within a department and only that department, the department head, and only the department head will be authorized to release such information. In the event the department head releases information of a policy nature pertaining to his or her department, he or she must notify the Mayor immediately after releasing such information. It would be to the advantage of the department head to discuss matters of policy with the Mayor before releasing any information to the media, if at all possible.
7. Departments having news columns in local newspapers must provide the Mayor and the Board of Aldermen with a copy of the release for their information.
8. During periods of major news happenings of extended durations, such as floods, riots, civil disorder, etc., the City Clerk's Office will receive and furnish copies of all reports pertaining to the incident to the news media.
9. The Chief of Police or his designate will be responsible for issuing news releases pertinent to traffic fatalities to the news media. Names of those involved in fatalities will not be released until the next of kin have been properly notified. Cooperation of the media should be requested in these instances. Consideration should be given to the deadline of various forms of the media

in the release of the names of victims of traffic fatalities or other fatalities that may be of interest to the media.

10. All employees shall be briefed by their respective department heads upon employment of this SOP and it shall be the responsibility of each department head to insure that their subordinate employees are familiar with this policy at all times. This is particularly true if employees other than department heads are mentioned in the above SOP.

M. TECHNOLOGY USE AND EXPECTATIONS

The City of Starkville provides access to network resources and the Internet to help you do your job and be well-informed. The facilities that provide access represent a considerable commitment of resources for telecommunications, networking, software, storage, etc. This technology acceptable Usage Policy is designed to help you understand the expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely.

Computers, the Internet, e-mail and other technology should be used to maximize the City's efforts in serving its citizens. It is every employee's duty to use the City's computer resources and communication devices responsibly, professionally, ethically and lawfully. All employee correspondence in the form of electronic mail, including computers, computer files, software, Internet access, voice mail, texts and other communications, are public records under the Mississippi Public Records Act and may be subject to public inspection under the law.

Use of City owned technology is a privilege that may be restricted or revoked at any time. Users expressly waive any right of privacy in anything they create, store, send or receive using technology and consent to allowing the City to access and review all materials users create, store, send or receive using technology.

Material that is, or could reasonably be regarded as, derogatory or discriminatory on the basis of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status or any other protected basis in accordance with applicable federal, state and local laws, or is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory or otherwise unlawful, may not be sent, displayed or stored by any method of City owned or approved technology.

All City employees are expected to follow the rules, regulations and procedures outlined in the Internet Usage Policy. Employee violations of any of the provisions outlined in this policy and/or the Internet Usage Policy Technology Use Manual may be subject to disciplinary action.

THE COMPLETE TECHNOLOGY USE AND EXPECTATIONS POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

N. Driver's License and Driving Record (MVR) for Employees assigned to Operate City Vehicles or Equipment

Certain jobs within the City of Starkville require the employee to operate City owned vehicles or motorized equipment. Any employee assigned to such job, or any employee who may be asked to operate a City vehicle or motorized equipment including but not limited to tractors, graders, backhoes, etc., must have a valid Driver's License and an acceptable driving record (MVR). This is required for coverage under the City's insurance policy. By accepting a job requiring operation of City vehicles or equipment or by accepting an assignment to operate City vehicles or equipment, the employee agrees to compliance with these requirements and conditions.

It is the responsibility of the Department Head and the Personnel Office to ensure the employee's compliance with these requirements. To ensure such compliance and to protect the City from undue liability, the following guidelines will be used:

1. The City will check the validity of the driver's license and the driving record annually.
2. The City may check the validity of the driver's license and the driving record at any time any reasonable suspicion arises concerning the validity of the license or the acceptability of the MVR. Cases involving reasonable suspicion will be documented and submitted to the Personnel Office in writing. Supervisors and Managers are prohibited from requesting checks without reasonable suspicion.

THE COMPLETE MVR POLICY, IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, AND IS HEREBY EXPRESSLY INCORPORATED HEREIN.

O. AGREEMENT FOR TRAINING AND UNIFORM REIMBURSEMENT / FOR NEWLY HIRED POLICE OFFICERS AND FIRE FIGHTERS

I understand and agree that, in consideration of my employment with the City of Starkville Police or Fire Department, I will reimburse the City of Starkville for all costs and expenses related to my initial training and uniforms required to become a police officer or fire fighter subject to the following terms and conditions:

- 1.) I agree to serve as a police officer / fire fighter with the City of Starkville for a period of not less than thirty-six (36) months after the completion of my initial training or after my employment date if I am already a certified police officer / fire fighter.
- 2.) I agree that if I should voluntarily leave employment with the City of Starkville or should I be discharged for reasons within my control during my initial probationary period (12 months maximum), I will repay 100% of initial uniform costs, training costs, and expenses incurred by the City of Starkville for my training.
- 3.) I agree that for every month that I leave employment either voluntarily or for reasons within my control after serving more than twelve (12) months of service but prior to serving thirty-six (36) months after initial training or my employment date, if already a certified police officer / fire fighter, I will reimburse the City of Starkville on a one-thirty-sixth (1/36) per month(s) remaining pro rata share for all costs and expenses related to my initial training and uniforms provided by the City of Starkville.

4.) I understand and agree that I will be responsible for the actual costs and expenses incurred on my behalf by the City of Starkville and I will reimburse this amount or the appropriate percentage pursuant to the terms and conditions of this agreement. *(See section 4A attachment for itemized cost of uniforms and training related costs.)*

5.) I agree that my resignation, for whatever reason, shall be prima facia evidence that I left employment with the City of Starkville voluntarily. In the event of the termination of my employment, the Human Resources Director of the City of Starkville shall review such termination and shall render the decision as to whether such reasons were within my control, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

6.) I understand and agree that this agreement does not constitute an employment contract and that the City of Starkville reserves the right, as employer, to reassign, discipline or to terminate my employment at its will or in accordance with departmental and City of Starkville Policies, Rules, and Regulations. I also understand that this agreement does not grant me any special rights or benefits from the City of Starkville and does not require the City of Starkville to offer me a position as a police officer or fire fighter nor to continue my employment in such position if already employed. I understand that this agreement does not alter or affect any other terms or conditions of my employment with the City of Starkville.

7.) I agree that the City of Starkville, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the City of Starkville, to the extent allowed by law, to offset against any training and other employment related expenses (per section 4 above) that I would be obligated to reimburse the City of Starkville. I agree to repay any outstanding expenses for which I may be responsible to the City of Starkville at the time of my resignation.

8.) I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the City of Starkville including attorney fees.

P.CITY EMPLOYEE TRAVEL POLICY

This policy is adopted to comply with the Office of the State Auditor requirements for Official Travel and Travel Advances found in the Municipal Audit and Accounting Guide.

The City of Starkville provides reimbursement to City employees, who are required to travel on City business. It is the policy of the City, to reimburse employees/officials for the reasonable expenses incurred when attending an authorized meeting, training or conference. Departments must ensure that the Reasonable Cost method, issued for approval and reimbursement for these events.

1. Pre-approval by the Board of Aldermen is required for all out-of-state travel by elected officials or municipal employees traveling on city business, if the cost of such travel exceeds \$2,000.00. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.

2. Pre-approval by the Board of Alderman is required for all over-night travel for city designated purposes by municipal employees whether in-state or out-of-state, if the cost of such travel exceeds \$2,000.00. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.

3. In the rare event of an emergency situation or a matter of critical significance to the city where it is impossible to secure the pre-approval of the Board of Aldermen for, such travel that exceeds the aforementioned \$2,000.00 amount, any such required travel may be approved by the Mayor or, in his absence or unavailability the Mayor Pro- tempore and if any such travel approval is granted, the Board of Aldermen shall be notified that such has occurred and the matter explained at the next scheduled board meeting to include authorization for the reimbursement of expenses incurred.

4. Any request for in-state or out-of-state travel where per diem or travel reimbursement will be requested will be provided to the board with the details of the travel provided with the specificity as required and in accordance with the applicable state instructions. The applicable state statute §25-3-41 will be incorporated by reference into this travel policy. No per diem allowance shall be made for regular meals provided as a part of the registration cost for the official event, whether or not the employee partakes of the meal provided.

5. In accordance with the past and accepted practice, the Board of Alderman authorizes an additional vicinity travel amount up to twenty-five (25) miles per day for any trip that necessitates such travel to and from the sites in conjunction with the purpose of the trip and that is part of a travel request approved by the board. Where such travel deviates by more than the above described mileage, those requests for modifications for accommodations and travel expense must be approved by the Board of Aldermen. Such requests shall reflect either a cost savings to the city or an equivalent cost before it will be considered by the Board for approval. In all cases the state travel reimbursement guidelines will be followed.

6. Travel expenses and/or advanced travel expenses will be reimbursed in accordance with the Department of Finance and Administration (DFA) maximum meal reimbursement amounts and the mileage rates in effect as of the time that the travel occurred.

7. Travel advances may be made with the prior approval of the Board of Aldermen. This approval is to be contingent upon:

- Compliance with the rules and regulations of the Office of the State Auditor
- Compliance with the Department of Finance and Administration's daily limits on expenditures for meals
- Compliance with section 25-3-41, Miss. Code Ann. (1972)
- Compliance with the City's requirements for the travel authorization and documentation

Travel advances must be accounted for within five (5) working days of the end of the month in which the official travel occurred. All travel advance money not used for travel related expenditures must be repaid to the municipality. The forms required must be completed and submitted to account for all money not refunded. Actual receipts must be provided for all travel expenses, except

meals and travel in personal vehicles. Any meals provided by other sources will be reflected in the per diem reimbursement.

8. The Mayor, in the case of employees at the department head level or with department head status, and the department heads, in the case of departmental employees, is authorized to approve travel in accordance with the following dollar amounts. The Mayor is authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) not to exceed \$2,000.00; department heads are authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) that does not exceed \$1,000.

9. The Mayor is authorized to travel in-state as conduct of thier official duties requires.

Q. SAFETY

Your safety is extremely important. Your supervisors are responsible for ensuring that you have safe working conditions and equipment. However, being safe involves more than just having safe working conditions - it involves your participation. You must exercise safety awareness and the need to be constantly on the alert for unsafe conditions or any situation which may lead to an injury to you or your fellow employees.

- Safety awareness means you look out for yourself and the people working with you. You are expected to know and to observe all the safety rules relevant to your job and work area as reviewed with you by your immediate supervisor.
- Always exercise reasonable care while on the job.
- Become familiar with any emergency instructions posted for your work unit and with all of the exits for the area where you work. Report any unsafe conditions to your immediate supervisor or the Department Safety Coordinator.

R. KEY POLICY

The City of Starkville key control policy is established for the purpose of promoting a secure environment and for maintaining a comprehensive system, to efficiently manage the dissemination of keys throughout the City. Individuals may be authorized to receive keys to conduct their work while limiting access where appropriate so as not to compromise security. It is necessary to maintain key control to uphold the integrity of office and building security. This policy describes the procedures by which control, dissemination, use, and possession of keys to City facilities will be managed. The City's City Clerk's office will gladly assist City departments with key control and facility access procedures.

THE COMPLETE DRUG AND ALCOHOL TESTING POLICY IS AVAILABLE FOR VIEW, IN THE HUMAN RESOURCES DEPARTMENT, AND ON THE CITY'S WEBSITE, and is hereby expressly incorporated herein.

SECTION VIII – COUNSELING, DISCIPLINE AND GRIEVANCE PROCEDURES

A. COACHING/COUNSELING

Supervisors are expected to provide timely and appropriate feedback to employees when performance tasks or behavior becomes a concern. This feedback is usually verbal, specific and held in a confidential setting. If a pattern of poor performance continues, or if an employee is unaware or needs clarification of a procedure, policy or process the manager may document the concerns. The documentation, is not considered to be discipline, but failure to make improvements or continued lack of understanding may require a Performance Improvement Plan (PIP) and/or will begin the Progressive Corrective Action Process.

A rule violation which reflects a work performance, conduct, or attendance problem may be the subject of a documentation. The objective is to communicate to the employee that a problem exists and develop effective solutions to the problem. The manager will maintain a copy of the documentation in the supervisor's departmental file and forward the original to Human Resources for inclusion in the employee's personnel file. If documentation is administered, the supervisor shall provide follow up documentation within six (6) months, no later than to track progress and document performance improvement or continued areas for improvement.

Performance Improvement Plan (PIP)

The Performance Improvement Plan (PIP) is a proactive approach to identifying, analyzing, and addressing performance issues before they deteriorate to the point of necessitating corrective action. The PIP is designed to facilitate constructive discussion between an employee and their manager and to clarify the work performance to be improved. A PIP is not a required part of the Progressive Corrective Action Process. A PIP may be used as a coaching tool for employees with performance concerns that do not warrant the Progressive Corrective Action Process, or may be used in conjunction with the Progressive Corrective Action Process if additional assistance is necessary in assisting the employee to meet performance objectives. The Human Resources Director or designee may be consulted in the development and implementation of a PIP as needed.

1. The PIP process should address performance discrepancies, provide the employee an opportunity to improve his/her performance, and monitor progress throughout the established improvement period.
2. The goals and objectives of the PIP should be measurable, specific, achievable, relevant and time-bound.
3. While a PIP is in place, the supervisor will meet with the employee on established periodic review dates to discuss progress made toward stated performance goals and objectives.

A PIP will remain in effect for the length of time deemed appropriate based on the improvement goals and standards necessary to meet a satisfactory level of performance, which generally should

not exceed ninety (90) days. A PIP will remain a permanent part of the employee's official personnel file.

B. DISCIPLINARY ACTIONS

Disciplinary action is necessary from time to time, in order for the City to operate in an effective and efficient manner. In most cases The City of Starkville will follow a four step Progressive Corrective Action:

- Verbal Written Warning
- Written Warning(s)
- Final Written Warning
- **Suspension, without pay or Termination, approved by the Board of Alderman**

This system of progressive corrective action is used to bring unacceptable conduct or failure to meet performance standards and expectations to the employee's attention and seek a solution that will lead to the employee's success.

Please keep in mind that the City, has no obligation to use any one or more of these steps of discipline prior to discharging an employee. Based on the seriousness of the infraction, or in the case of severe misconduct, your manager may omit or skip any of these steps.

When it becomes necessary to enforce these standards of conduct, it will be the policy of the City of Starkville to insure the fair treatment of all employees.

Any employee who feels that discipline has been unfairly administered is encouraged to use the City's grievance procedure.

It will be the duty of all department heads to document or have documented employee misconduct. The following is a representation but is not an exclusive list of the kinds of misconduct that can result in disciplinary action. Although the City may through the Mayor and Board of Aldermen, impose a lesser penalty, a violation of any one of the following rules may result in immediate discharge :(**Any one of the following will be a permanent blemish on the employee's personnel record; however, they will impact employment decisions only if they are less than twelve months old or reflect repetitive misbehavior**)

Disciplinary action up to and including dismissal may be taken for any just cause including, but not limited to, the following:

1. Conviction, plea of guilty or *nolo contendere* of a felony or misdemeanor or any activity that is inconsistent, incompatible or in moral, legal or technical conflict with the employee's duties, functions and responsibilities as a City employee
2. Possession or use of a firearm, illegal knife as defined by Mississippi law, explosive, and other prohibited weapons of any kind, while on City owned, leased, or controlled property, or while operating City owned, leased, or controlled vehicles is prohibited, unless the employee, is a duly authorized law enforcement officials, **or unless they are otherwise authorized, according to state law**. In this instance, they shall be allowed to carry or possess any pistol, firearm, or other

weapon on City property.

Under Mississippi law, however, employees who have valid handgun carry permits are allowed to bring a firearm and ammunition onto the City's parking lot provided that the firearm and ammunition are kept in the employee's vehicle in accordance with Mississippi. Code Ann. § 45-9- 101.

The firearm and ammunition, however, may not be removed from the vehicle while it is on City property. Removal of the firearm and ammunition from the vehicle may result in discipline, up to and including immediate discharge **unless the employee is in compliance with state law**. The City will not discharge or take any adverse employment action against an employee **who is in compliance with § 45-9- 101 (a) or 97-37-7**.

3. Unlawful manufacture, distribution, dispensation, possession, sale, purchase or use of illegal drugs, controlled substances, or alcohol while on the job, on City owned or leased property or while operating City owned, leased, or controlled equipment or vehicles
4. Theft, unauthorized removal, wrongful possession, or deliberate destruction of property, merchandise, equipment, or possessions belonging to citizens we serve, fellow employees, or the City
5. Embezzlement, dishonesty, falsification of records or willful misrepresentation of facts, including grievance forms
6. Fighting with abusive or threatening conduct or speech, physical violence or disturbance toward any citizen we serve, fellow employees or supervisors on City property or at any place at which work is being performed by or for the City.
7. Destruction, abuse, removal or attempted removal of property or materials of the City or of another employee.
8. Insubordination or refusal to obey or willful failure to carry out verbal or written instructions of supervisory personnel
9. Falsification or alteration of any official document, form or City record including time records, employment application, etc.
10. Absence from work for three (3) consecutive scheduled workdays, without directly notifying your department head or supervisor. This form of separation will be considered and reported as a voluntary resignation
11. Acceptance of money or other valuable consideration given with the intent of influencing an employee in the performance of their official duties.
12. Any violation of section G, under general policies, regarding fund- raising activities and solicitation. The unauthorized distribution of literature and/or soliciting during working hours and during working time.
13. An additional violation of any City rule or policy after receipt of two (2) previous written

warnings within the preceding twelve (12) months, unless it is a violation of Safety Policy and falls under those guidelines

14. Failure to report reasons for absence or tardy on a timely basis and / or disregard for department time reporting procedures
15. Excessive absenteeism or tardiness
16. Violation or failure to follow the guidelines in this Guide or any department or City policy, procedure, ordinance, rule, regulation or law or violation of any applicable state law, rule or regulation subject to the provisions of these personnel policies
17. Improper use of a position of authority for personal gain or advantage
18. Discourtesy of false or malicious information about the City, employees or the citizens we serve
19. Failure to properly punch a time card
20. Failure to report for work or leaving work early without a satisfactory reason and without notifying you supervisor. Unauthorized absence from the work area or unauthorized extended lunch or break periods
21. Willful and negligent violation of safety rules
22. Becoming delinquent in the payment of taxes, assessments or other obligations owed to the City
23. Violation of the City's Policy on Smoking and the Use of Tobacco Products
24. Incompetence or inability to perform duties of position.
25. Inefficiency or negligence in the performance of one's duties, abusive or negligent use of tools or equipment and/or careless or blatant waste of materials
26. Improper parking of motor vehicles, reckless driving, speeding, and violation of motor vehicle laws while operating City vehicles or personal vehicles while conducting City business
27. Sleeping during working hours
28. Substantiated acts of willful harassment including such conduct as slurs, jokes, intimidation, or other verbal or physical attacks upon a person for any reason.
29. Substantiated acts of discrimination that denies equal treatment in all terms, conditions, and privileges of employment as defined by applicable Civil Rights Laws.
30. Engaging in conduct or acting in any manner, on or off duty that is unbecoming a public employee
31. Failure to wear appropriate clothing or appearance on the job in consideration of safety, sanitation, and public contact

32. Posting unauthorized notices on Bulletin Boards

If an incident involves an employee violating more than one of these rules, the incident may result in more than one warning report.

DISCIPLINARY ACTIONS – SERIOUS OR REPEAT OFFENSES

The Progressive Corrective Action process does not eliminate the need for more punitive actions if the employee fails to make needed changes in his/her work performance. The circumstances surrounding an offense, such as the severity of the misconduct, the number of times it has occurred and any previous counseling, may suggest what action may be taken.

No City employee may be demoted, suspended or dismissed for political reasons or for any other unjust or arbitrary cause, or because of age, sex, race, color, religion, disability, national origin, protected veteran or military status, sexual orientation, gender identity, ethnic origin, political affiliations, genetic information, marital status or any other protected basis in accordance with applicable federal, state and local laws. This provision may not be interpreted to prevent the separation of an employee because of lack of funds or curtailment of work.

The Mayor or Department Head may, for just cause, discipline any City employee. Such disciplinary action may include demotion, suspension and / or dismissal. Unless otherwise provided in this Section, no such punitive suspension shall not exceed thirty (30) calendar days. The Department Head shall consult with the Human Resources Director or designee when disciplinary actions such as demotions, suspensions or dismissals may be warranted. Any recommendation for demotion, suspension or termination of a City employee shall be reported to the Mayor and Board of Alderman.

DISCHARGE

If the Department Head determines that the employee's conduct is such that discharge is necessary, the Department Head will;

1. Notify the employee in writing that the Department Head is recommending to the Board of Alderman that the employee be discharged
2. Upon receipt of the letter from the Department Head, the employee's time frame for starting the grievance process under grievance procedures(Section XI C) is triggered
3. If the employee has followed the grievance procedure as outlined in Section XI C, then the recommendation and the employee's grievance will be heard at the next Board meeting as outlined in Section XI C
4. The discharged employee shall be notified by the City Clerk when and where the Board will meet so that the employee, if he or she desires, may attend the meeting. If the employee so wishes, representation by someone other than the employees shall be allowed.

C. GRIEVANCE PROCEDURES

A grievance is a complaint by a City employee that they have been treated unfairly and/ or in violation of his/her rights under City policies with regard to employment. The Human Resources Director or designee shall be available to talk with any City employee concerning the grievance process or any other matter. The Human Resources Director or designee will make every effort to respect privacy and maintain confidentiality.

In order to maintain harmony and to assure all employees fair treatment under this plan and the personnel rules and regulation adopted by the City of Starkville, the following grievance procedure is established:

- A. Employee grievances concerning wages, hours of work, terminations, promotions, disciplinary action, discrimination and other working conditions shall be heard and resolved in the following manner:
 - 1. The aggrieved employee shall discuss his or her grievance with his or her immediate supervisor within three (3) working days after the occurrence of the cause of the grievance and attempt to resolve the matter and shall specify the complaint on a city grievance form. This form may be obtained from a supervisor or from the City Clerk's Office. The supervisor shall give the employee an answer or response within two (2) working days.
 - 2. If the aggrieved employee is not satisfied with the supervisor's answer or the supervisor does not answer the employee within two(2) working days, the employee shall write the grievance on forms furnished by the City, or if the employee so desires, the personnel department shall have the grievance written as dictated by the employee, or the employee may seek assistance of friend or agent to write out the grievance. The grievance shall then be presented to the department head within three (3) working days after the supervisor's answer was received or due. A copy of the grievance shall also be filed with the personnel department. Department heads shall investigate the grievance and attempt to resolve the matter and shall within three (3) working days, give the employee his or her response, or answer in writing and file a copy of the answer with the personnel department.
 - 3. If the aggrieved employee is not satisfied with the department head's answer or the department head does not answer the grievance within the specified time, the employee shall file a copy of the grievance with the Personnel Director. The copy of the grievance shall be presented to and discussed with the Personnel Director within three (3) working days after the department head's answer or response was received or due. The Human Resources Director shall, within three (3) working days, give the employee an answer in writing and file a copy with the Personnel Office.
 - 4. The aggrieved employee shall be paid for the time off attending the Board meeting if it is held during working hours, unless the employee's termination has been recommended or the employee has been suspended without pay. The City Clerk, shall within three (3) working days after the Board meeting, give the employee the answer of the Board in writing and shall file a copy of the answer with the Personnel Office. The decision of the Board of Aldermen shall be final and binding on all parties concerned, provided, however, that as to grievances based on alleged discrimination, the aggrieved persons shall be advised of his right to prosecute his claim with the Equal Employment Opportunity Commission.

- B. When a grievance is decided in favor of the employee at any of the administrative levels set out above, the award shall be retroactive to the date of the action that caused the grievance.
- C. Discrimination or retaliation against employees, who filed grievances shall not be tolerated and shall be in violation of the personnel rules of the City. The person or persons responsible for discriminatory practices shall be subject to disciplinary action by the Department head, or the Board of Aldermen, as the case may require.
- D. Supervisory personnel shall apply previous decisions of the Board of Aldermen to all similar situations to eliminate the filing of grievances.
- E. All correspondence required by the above procedure shall be placed in the aggrieved employee's personnel file, and upon request, a copy shall be supplied to the aggrieved employee/or his authorized agent.

NOTE: City time cannot be used in any manner for defense of a grievance except when a board hearing is actually scheduled during a grieving employee's work time.

- F. If scandalous or indecent matter is inserted in any grievance or if frivolous and untrue matter is inserted in a grievance, the Board may choose upon motion of the offended party to enhance the punishment originally assessed after hearing of the grievance.

SECTION IX – FIRE DEPARTMENT & POLICE DEPARTMENT

A. Please see Fire Department or Police Department Manual

B. RESIDENCY REQUIREMENT (Firefighters and Police Officers)

Due to the emergency nature of these positions, it is imperative that firefighters and police officers reside within 40 miles of Oktibbeha County. All such employees must meet this requirement within six months of regular full-time employment with the City of Starkville.

C. POST-OFFER REQUIREMENTS / PHYSICAL

Following a conditional offer of employment, successful completion of a post-offer employment physical shall be required for all Public Safety candidates, to determine whether prospective employees can perform the essential functions of the position offered. The physical may require various components depending on the requirements for the position.

Prospective employees who are unable to successfully perform the essential functions tested for in the medical examination shall have their offer of employment by the City withdrawn if they:

1. Cannot perform the essential functions due to a disability that cannot reasonably be accommodated.
2. Pose a direct threat to themselves and/or others.

In-service promotional candidates may be required to successfully complete a post-offer physical examination, based on the requirements of the position.

All candidates shall be required to successfully complete a background check. The specific components of the background check will be based on the requirements for the position. In-service promotional candidates may also be required to successfully complete a background check if the position requirements exceed the requirements of the current position.

All City employees may, during their employment, be required to undergo an initial and/or periodic examination to determine their physical and mental fitness to continue to perform the work of their positions. As a condition of employment with the City of Starkville, participants of the Fire and Police shall be required to participate in periodic screening tests or examinations relating to heart and lung conditions, such as but not limited to cholesterol tests, blood pressure checks, pulmonary function tests, and blood tests. If any screening examination suggests the need for a more complete medical evaluation, the employee shall be scheduled for a fitness-for-duty examination by a physician selected by the City.

Potential Exams:

Examinations may be held to establish eligibility and fitness and may consist of one or more of the following types of examinations, as determined by the Human Resources Department and Department Heads:

1. Written/Knowledge-based Test – this test, when required, shall include a written demonstration designed to show the applicant's familiarity with the knowledge involved in the class of positions to which he/she is seeking employment.
2. Physical Agility Test –this consists of job-related tests of bodily conditioning, muscular strength, agility, and physical fitness of job applicants for a specific position. This test may be given a weight in the examination process or may be used to exclude from further consideration applicants who do not meet the minimum required standards.

**CITY of STARKVILLE
ACKNOWLEDGMENT OF RECEIPT OF THE
EMPLOYEE HANDBOOK**

HANDBOOK ACKNOWLEDGEMENT

I understand that I am responsible for reading this handbook, familiarizing myself with its contents, and adhering to all of the policies and procedures of the City of Starkville, whether set forth in this handbook or elsewhere. If I have a questions regarding the interpretation of these policies, procedures and guidelines, I will contact my immediate supervisor or the Human Resources Department for clarification

The policies, procedures and benefits described in this handbook are not conditions of employment and this handbook does not create an implied contract between the City of Starkville and its employees. Rather, this handbook is an overview of policies related to my employment with the City of Starkville.

I understand that the City of Starkville, reserves the right to modify this handbook, amend or terminate any policies, procedures or guidelines described in this handbook or employee benefit whether or not described in this handbook at any time, with or without notice. By accepting or continuing my employment with the City, I agree to comply with any such changes as the City may implement and no further consent from me shall be necessary

I acknowledge that I have read the information within this handbook.

Employee Name (printed) Date

Employee Signature Date

Supervisor Signature Date

Policy # 2

Approved by Board of Aldermen November 20, 2007

Proposed Board Policy for Usage of the Internet by City Employees:

In accordance with the ability and authority of the Board of Aldermen of the City of Starkville to adopt procedures and policies to more effectively and efficiently manage its operation, the Board of Aldermen find that it is in the best interest of the City of Starkville to adopt a policy regarding the use of the internet by city employees.

SUMMARY INTERNET USAGE POLICY PROVISIONS

1. The City of Starkville has software and systems in place that can monitor and record all Internet usage.
2. The City of Starkville reserves the right to inspect any and all files stored on our network in order to assure compliance with policy.
3. Sexually explicit material may not be displayed, archived, stored, distributed, edited or recorded using our network or computing resources.
4. Use of any City of Starkville resources for illegal activity is grounds for immediate dismissal, and we will cooperate with any legitimate law enforcement activity.
5. Any software or files downloaded via the Internet into the City of Starkville network become the property of the City of Starkville.
6. No employee may use City of Starkville facilities knowingly to download or distribute pirated software or data.
7. No employee may use the City of Starkville Internet facilities to deliberately propagate any virus, worm, Trojan horse or trap-door program code.
8. In the interest of keeping the City of Starkville well-informed, use of news briefing services and websites is acceptable.
9. Employees with Internet access may not use City of Starkville Internet facilities to download entertainment software or games, or to play games against opponents over the Internet.
10. Employees with Internet access may not upload any software licensed to the City of Starkville or data owned or licensed by the City of Starkville without explicit authorization from the manager responsible for the software or data.
11. All employees are directed to turn off their computers when not in use for an extended amount of time, i.e. overnight and on the weekends.
12. Any violation of this policy will make the employee subject to disciplinary action as provided in the City of Starkville Personnel Manual.
13. City Internet access is provided to employees for the purposes of study, research, service and other activities, which, with the exception of occasional *de minimis* personal use, must be for purpose of conducting official business or in support of the City's mission.
14. City Internet access shall not be used to conduct personal business, play computer games, gamble, run a business, conduct political campaigns, for personal gain, or to take part in any prohibited or illegal activity.

The entire Internet Acceptable Usage Policy is attached to this document. Please read the policy and return the Acknowledgment to the Personnel Director.

INTERNET USAGE POLICY

Overview

The City of Starkville provides access to the vast information resources of the Internet to help you do your job and be well-informed. The facilities that provide access represent a considerable commitment of resources for telecommunications, networking, software, storage, etc. This Internet Acceptable Usage Policy is designed to help you understand the expectations for the use of those resources in the particular conditions of the Internet, and to help you use those resources wisely.

While we've set forth explicit requirements for Internet usage below, we'd like to start by describing our Internet usage philosophy. First and foremost, the Internet for this City of Starkville is a tool, provided to you at significant cost. That means we expect you to use your Internet access primarily for government-related purposes, i.e., to communicate with taxpayers and suppliers, to research relevant topics and obtain useful information (except as outlined below). We insist that you conduct yourself honestly and appropriately on the Internet, and respect the copyrights, software licensing rules, property rights, privacy and prerogatives of others, just as you would in any other business dealings. To be absolutely clear on this point, all existing City of Starkville policies apply to your conduct on the Internet, especially (but not exclusively) those that deal with intellectual property protection, privacy, misuse of City of Starkville resources, sexual harassment, information and data security, and confidentiality.

Unnecessary or unauthorized Internet usage causes network and server congestion. It slows other users, takes away from work time, consumes supplies, and ties up printers and other shared resources.

Unlawful Internet usage may also garner negative publicity for the agency and expose the municipality to significant legal liabilities. Access to electronic communications gives each individual Internet user an immense and unprecedented reach to propagate City of Starkville messages and tell our story. Because of that power, one must take special care to maintain the clarity, consistency and integrity of the City of Starkville image and posture. Anything any one employee writes in the course of acting for the City of Starkville on the Internet could be taken as representing the City of Starkville posture. That is why we expect you to forego a measure of your individual freedom when you participate in electronic communications as outlined below.

While our direct connection to the Internet offers a multitude of potential benefits, it can also open the door to some significant risks to our data and systems if we do not follow appropriate security discipline. As presented in greater detail below, that may mean preventing machines with sensitive data or applications from connecting to the Internet entirely, or it may mean that certain users must be prevented from using certain Internet features. The overriding principle is that security is to be everyone's first concern. City of Starkville employees can be held accountable for any breaches of security or confidentiality including any and all branches. "Document" covers just about any type of file that can be read on a computer screen as if it were a printed page, including the so-called HTML files read in an Internet browser, any file meant to be accessed by a word processing or desktop publishing program or its viewer, or the files prepared for the Adobe Acrobat reader and other electronic publishing tools. "Graphics" includes photographs, pictures, animations, movies or drawings. "Display" includes monitors, flat-panel active or passive matrix displays, monochrome LCDs, projectors, televisions, and virtual-reality tools.

DETAILED INTERNET USAGE POLICY PROVISIONS

A) General

1. The City of Starkville has software and systems in place that monitor and record all Internet usage. Our security systems are capable of recording (for each and every user) each World Wide Web site visit and each email message into and out of our internal networks, and we reserve the right to do so at any time. No employee should have any expectation of privacy as to his or her Internet usage. Our Internet manager(s) and the Personnel Director will review Internet activity and analyze usage to assure that City of Starkville internet resources are devoted to maintaining the highest levels of productivity.
2. We reserve the right to inspect any and all files stored on our network in order to assure compliance with policy. Such inspection shall be accomplished only through the use of the Internet Manager(s) and the Personnel Director or as directed by the Mayor and the Board of Aldermen.
3. The display of any kind of sexually explicit image or document on any City of Starkville system is a violation of our policy on sexual harassment. In addition, sexually explicit material may not be archived, stored, distributed, edited, or recorded using our network or computing resources.
4. The City of Starkville uses independently-supplied software and data to identify inappropriate or sexually explicit Internet sites. We may block access from within our networks to all such sites that we know of. If you find yourself connected accidentally to a site that contains sexually explicit or offensive material, you must disconnect from that site immediately, regardless of whether that site had been previously deemed acceptable by any screening or rating program.
5. The City of Starkville Internet facilities and computing resources must not be used to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province or other local jurisdiction in any material way. Use of any City of Starkville resources for illegal activity is grounds for immediate dismissal and we will cooperate with any legitimate law enforcement activity.

6. Any software or files downloaded via the Internet into the City of Starkville network become the property of the City of Starkville. Any such files or software may be used only in ways that are consistent with their licenses or copyrights.
7. No employee may use City of Starkville facilities to download or distribute pirated software or data.
8. No employee may use the City of Starkville Internet facilities to propagate any virus, worm, Trojan horse or trap-door program code.
9. Each employee using the Internet facilities of the City of Starkville shall identify himself or herself honestly, accurately and completely, when setting up accounts on outside computer systems.
10. Only those employees or officials who are authorized to speak to the media, to analysts or at public gatherings on behalf of the City of Starkville may speak/write in the name of the City of Starkville in any electronic communications. Where an individual participant is identified as an employee or agent of the City of Starkville the employee must refrain from any political advocacy and must refrain from the unauthorized endorsement or appearance of endorsement by the City of Starkville of any commercial product or service not sold or serviced by this City of Starkville, its subsidiaries or its affiliates.
11. The City of Starkville retains the copyright to any material posted on the Internet by any employee in the course of his or her duties.
12. Employees are reminded that it is inappropriate to reveal confidential information, and any other material covered by existing City of Starkville secrecy policies and procedures on the Internet. Employees releasing such confidential information— whether or not the release is inadvertent — will be subject to such penalties as provided in existing City of Starkville policies and procedures.
13. Use of City of Starkville Internet access facilities to commit infractions such as misuse of City of Starkville assets or resources, sexual harassment, unauthorized public speaking and misappropriation of intellectual property are also prohibited by general City of Starkville policy and will be sanctioned under the relevant provisions of the personnel handbook.
14. Because a wide variety of materials may be considered offensive by colleagues, constituents or suppliers, it is a violation of City of Starkville policy to store, view, print, or redistribute any document or graphic file that is not directly related to the user's job or the City of Starkville activities. This policy does not prohibit an employee from having personal family images set as background or screensavers on their city provided computers.
15. In the interest of keeping employees well-informed, use of news briefing services and websites is acceptable, within limits that may be set by each department's activities.
16. Employees may use their Internet facilities for non-business research or browsing during meal time or other breaks, or outside of work hours, provided that all other usage policies are adhered to.
17. Employees with Internet access must take particular care to understand the copyright, trademark, libel, slander, and public speech control laws of all countries in which this governmental agency maintains a business presence, so that our use of the Internet does not inadvertently violate any laws which might be enforceable against us.

18. Employees with Internet access may not use City of Starkville Internet facilities to download entertainment software or games, or to play games against opponents over the Internet.
19. Employees with Internet access may not use City of Starkville Internet facilities to download images or videos unless there is an express business-related use for the material. This policy does not prohibit an employee from having family images downloaded for personal use on their city-provided computers.
20. Employees with Internet access may not upload any software licensed to the City of Starkville or data owned or licensed by the City of Starkville without the express authorization of the manager responsible for the software or data.
21. Any violation of this policy will subject the employee to disciplinary action in accordance with the City of Starkville Personnel Policy manual.

B) Technical

1. User IDs and passwords help maintain individual accountability for Internet resource usage. Any employee who obtains a password or ID for an Internet resource from City of Starkville must keep that password confidential. City of Starkville policy prohibits the sharing of user IDs or passwords obtained for access to Internet sites.
2. Employees should schedule communications-intensive operations such as large file transfers, video downloads, mass e-mailings and the like, for off-peak times.
3. Any file that is downloaded must be scanned for viruses before it is run or accessed.

C) Security

1. The City of Starkville has installed an Internet firewall to assure the safety and security of the agency's networks. Any employee who attempts to disable, defeat, or circumvent any security facility will be subject to immediate dismissal.
2. Only those Internet services and functions with documented business purposes for this agency will be enabled at the Internet firewall.
3. To further insure security, all employee city computers shall be turned off when not in use for an extended period of time. Specifically, that would occur any time that the employee leaves for the day, for the weekend, or for vacation periods.

Policy #3
City of Starkville Personnel Policy
Driver's License and Driving Record (MVR) for
Employees assigned to Operate City Vehicles or
Equipment

(Approved by Board January 3, 2012)

Certain jobs within the City of Starkville require the employee to operate City owned vehicles or motorized equipment. Any employee assigned to such job, or any employee who may be asked to operate a City vehicle or motorized equipment including but not limited to tractors, graders, backhoes, etc., must have a valid Driver's License and an acceptable driving record (MVR). This is required for coverage under the City's insurance policy. By accepting a job requiring operation of City vehicles or equipment or by accepting an assignment to operate City vehicles or equipment, the employee agrees to compliance with these requirements and conditions.

The attached MVR Criteria defines an unacceptable driving record.

Employees must furnish the Personnel Office a copy of their valid driver's license. Upon any change in license or renewal of license, the employee shall furnish the Personnel Office an updated copy. Driver's license and MVR checks will be performed as a screening process for applicants for positions requiring operation of City vehicles or equipment. Such checks will also be done for any employee who may be asked to operate City vehicles or equipment even though such operation may not be a requirement of the classification.

Employees who fail to maintain a valid driver's license and/or acceptable driving record may not be assigned to or remain in a job classification that requires operation of City vehicles or equipment. It is the employee's responsibility to promptly report any failure to maintain a valid driver's license or acceptable driving record. Failure to report these matters may lead to disciplinary action up to and including termination of employment. Any employee in a job classification requiring operation of City vehicles or equipment who fails to maintain a valid driver's license and/or acceptable driving record will be removed from the classification. The employee may be assigned to a different job classification if an opening exists in a classification that does not require vehicle or equipment operation. If no such opening exists, the employee may choose to resign their employment or face possible recommendation for termination of their employment based on their inability to meet the required job duties.

In any case where failure to maintain a valid license and/or driving record is a part of a disability as defined and covered by the Americans with Disabilities Act, then reasonable accommodations will be evaluated and provided where applicable.

It is the responsibility of the Department Head and the Personnel Office to ensure the employee's compliance with these requirements. To ensure such compliance and to protect the City from undue liability, the following guidelines will be used:

1. The City will check the validity of the driver's license and the driving record annually.
2. The City may check the validity of the driver's license and the driving record at any time any reasonable suspicion arises concerning the validity of the license or the acceptability of the MVR. Cases involving reasonable suspicion will be documented and submitted to the Personnel Office in writing. Supervisors and Managers are prohibited from requesting checks without reasonable suspicion.

MVR CRITERIA

CITY OF STARKVILLE

An unacceptable driving record will include one or a combination of the following:

- One (1) or more major violations.
- Three (3) or more incidents (at-fault accidents or minor violations)

Violations occurring in excess of three (3) years prior to the date of the MVR check will not be considered in evaluation of the driving record.

Major Violations

- DUI or other alcohol or drug-related violation
- Failure to stop and report an accident
- Attempting to elude an officer of the law
- Murder or assault with a motor vehicle
- Negligent homicide
- Driving with a suspended or revoked drivers' license
- Reckless driving
- Speed contests, drag or highway racing
- Possession of an opened alcoholic beverage container
- Major speeding conviction (20 mph over posted speed limit).
- Hit and run

Minor Violations

- Minor speeding violation (less than 20 mph over the posted speed limit)
- Driving too fast for conditions
- Careless or inattentive driving
- Unsafe lane change
- Failure to stop or yield the right of way
- Improper passing
- Following too closely
- Any standard moving violation that does not fall into the major violation category

Policy # 4
CITY OF STARKVILLE PERSONNEL POLICY
EDUCATIONAL ASSISTANCE PROGRAM
(Replaces current paragraph 6.108 Educational Leave)
(Approved by Board of Aldermen on September 2, 2008)

OVERVIEW

The City of Starkville is committed to helping employees continue their education and develop in their professional careers. In keeping with this philosophy, the City has established an Educational Assistance Program to recognize the motivation of employees who choose to pursue higher and continuing education by reimbursing them for expenses incurred through approved accredited colleges or universities or at approved specific job-related training programs. In all cases, the City will only consider programs for reimbursement that have a job-relatedness to either the employee's current position with the City or that may enhance the employee's career growth opportunities with the City.

Educational Assistance Benefits will be available only if departmental training budgets are sufficient to meet their costs.

All requests for Educational Assistance Benefits must be pre-approved by the Mayor and Board of Aldermen.

ELIGIBILITY

The City of Starkville shall pay for seminars, courses, classes or workshops that may be required by law or administrative rule for an employee to perform work in his/her normal job classification. Costs associated with these educational programs will not be subject to any terms of repayment.

Newly-hired police officers and fire fighters are also subject to the terms and provisions of a separate agreement for reimbursement for uniform and training costs. All newly hired police officers and fire fighters should reference that agreement for specific provisions related to initial training and uniforms.

An employee is eligible for benefits under the Educational Assistance Program if the following criteria are met:

- The employee must be a full-time employee of the City of Starkville;
- The employee must have one year or more of service with the City of Starkville;
- The employee must discuss course work and career goals with his/her Department Director or designee;
- The application must be approved by the Department Director or designee;
- The employee must be a successful performer with no written disciplinary actions or suspensions within the last twelve (12) months;
- The departmental training budget must be sufficient to meet the costs;
- The request must be pre-approved by the Mayor and Board of Aldermen.

POLICY GUIDELINES

For job-related training or accreditation programs that are not required by law or administrative rule for an employee to perform work in his/her normal job classification, the City will pay the costs of such training, subject to the terms of the repayment agreement as described below.

For undergraduate or graduate level college courses, the City will reimburse an employee for continuing education courses through an accredited college or university. Courses may include college credit courses, continuing education unit courses and certification tests. Normally, no more than six (6) credit hours may be approved in any calendar year. Department Heads, however, may take up to six (6) credit hours per semester.

If all eligibility qualifications and policy guidelines are met, the Educational Assistance Program will cover the following items:

- Tuition
- Registration fees
- Rental or purchase of books
- Lab fees

Athletic expenses, meal cards, medical, application, transportation, parking, or other fees are not eligible for reimbursement.

If an employee is eligible to receive other educational assistance from another program (i.e. scholarships, G.I. Bill, grants, then the employee must exhaust that aid and provide proof of exhaustion before requesting tuition assistance from the City of Starkville. Proofs of exhaustion may include current Financial Aid transcripts or official documentation from the school that states the employee is not eligible for aid;

The approval for reimbursement of the course(s) is dependent on the course and its relevance to the employee's current position or a potential future position with the City.

To the extent that such courses are voluntary, such courses will be on a reimbursement basis and shall be taken on the employee's own time. **Specific approval by the Mayor and board of Aldermen is required when any such class is requested to be taken during the employee's work time. Such approval would be unusual and would be considered based on the specific facts of the request.**

The employee must pay his/her tuition and other eligible fees in advance and provide proof of payment.

Reimbursement is not made if the employee leaves the City for any reason before the course is completed.

The employee must complete the course. Incomplete courses are not eligible for reimbursement. Courses where the employee has withdrawn are not eligible for reimbursement.

The amount of reimbursement will be determined by the employee's final course grade and is based on the following schedule:

- 100% - A
- ☐ 75% - B
- 50% - C
- 0% - D or below

Funding of the Educational Assistance Program is limited. If funding of the program is nearing exhaustion, reimbursement will be given in the order that approvals were given by the Mayor and Board of Aldermen. If more than one employee is seeking reimbursement and both of their applications are received on the same day, then higher priority will be given to the employee who has served the City in a full-time capacity the longest.

Upon completion of the course(s), the employee will submit proof of his/her grades and a request for reimbursement form to the Personnel Department. Grades must be received by the Personnel Department within 30 days of the completion of the course.

Completion of any class, seminar, certification, or degree does not on its own justify any change in compensation or classification for the employee unless such change is an established part of the City's pay grade/step process.

REPAYMENT AGREEMENT

All employees are required to sign an agreement to repay the City if he/she leaves employment either voluntarily or involuntarily for reasons within their control prior to two years after tuition assistance has been received. The repayment will be prorated according to the employee's length of service after such benefits have been received, with the employee being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. The employee will be responsible for the costs of any fees associated with the collection of amounts due to the City of Starkville under this agreement, including attorney and court fees should legal action be necessary to collect such fees.

In the event of a reduction of force or if the employee is terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Personnel Officer of the City of Starkville shall review such termination and shall render the decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

PROCEDURE

The following procedure should be followed to ensure proper application of the policy:

1. The employee should meet with his/her supervisor and department director to discuss the desire to continue their education and the specific course-work requested to be approved. It is the employee's responsibility to allow adequate time for such requests to be considered and, if applicable, approved through all steps prior to enrolling for the requested class, seminar, or program.
2. The employee shall complete an Educational Assistance Form requesting approval and shall attach any relevant information to support the request.
3. The employee shall submit the completed Educational Assistance Form and supporting documentation to their supervisor and department director for approval.
4. If approved by the department director, the department director will forward the request to the Personnel Officer of the City who will review the request to ensure compliance with this policy. If the request does not meet the requirements of this policy, the Personnel Officer will discuss any issues with the department director.
5. When the request is approved by the Personnel Officer, the department director will submit the request to the Mayor and Board for their approval.
6. After approval by the Mayor and Board, the department director will notify the employee in writing of the approval and authorize the employee to enroll in the approved course(s).
7. After completion of the approved course(s), the employee shall submit a reimbursement request, accompanied by their grade report, to the Personnel Officer. This request must be submitted within thirty (30) days after completion of the course. The Personnel Officer shall process the request and submit to the City Clerk's Office for payment. Receipts are required to justify all expenses for reimbursement.

QUESTIONS

Any questions about this policy or courses to be approved under this policy may be directed to your supervisor, the department director, or the Personnel Officer of the City.

City of Starkville
Educational Assistance Request

Section A: Employee Request

Name (Print) _____ SS# _____

Home Address: _____

Telephone #'s: Home _____ Cell _____

Request Date _____ Date of Hire _____

Current Position _____ Supervisor _____

Check one:

☐ Seminar ☐ College Course ☐ Workshop ☐ Conference ☐ Other: _____

Title _____

School or Organization _____

Dates of attendance _____ Total Hours Training _____

Costs: Please itemize all related costs requested for approval in accordance with the Educational Assistance Program. State the amount and category of each cost and whether such costs are requested for prepayment (seminars, workshops, accreditation programs, etc.) or for reimbursement (college courses, continuing education, etc.) _____

What specific knowledge or skill will you learn? _____

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities with the City of Starkville? _____

REPAYMENT AGREEMENT:

In connection with the City of Starkville's Educational Assistance Policy, I am requesting benefits to be approved for continuing my education. I hereby agree to repay the City if I leave employment either voluntarily or involuntarily for reasons within my control prior to two years after educational assistance has been received. The repayment will be prorated according to my length of service after such benefits have been received, with my being responsible to repay the City of Starkville on a one-twenty-fourth (1/24) per month(s) basis of such benefits received for each month prior to the end of a twenty-four (24) month period. I agree that the City of Starkville, in its sole discretion, may retain and deduct from my last payroll check, any amount due and payable to the City of Starkville, to the extent allowed by law, to offset against any training and other employment related expenses (per section 4 above) that I would be obligated to reimburse the City of Starkville. I agree to repay any outstanding expenses for which I may be responsible to the City of Starkville at the time of my resignation.

I agree that if it becomes necessary to enforce this contract and judgment is entered against me, I will pay all costs and expenses incurred by the City of Starkville including attorney fees.

In the event of a reduction of force or if I am terminated for reasons beyond the employee's control, the City will not enforce the repayment agreement. In the event of such reduction in force or involuntary termination, the Personnel Officer of the City of Starkville shall review such termination and shall render the

decision as to whether reimbursement is required, with that decision being subject to the established rules of the Grievance Procedure as set forth in the City of Starkville Personnel Policy Manual.

Employee Signature _____ Date _____

Attach description of training with completed registration form and forward to your supervisor for approval process.

Section B: Approvals

Review and approve based on appropriateness, cost, scheduling, and quality of training, and availability of funding in the department's training budget.

Supervisor _____ Date _____

Department Head _____ Date _____
Approve and forward to Human Resources

Review and approve for compliance with policy, quality of training and/or make recommendations for other resources.

Personnel Officer _____ Date _____

Approved by Mayor and Board of Aldermen on (date) _____

Section C: Notification of approval

To: _____ Date: _____
(Employee's Name)

Your request for Educational Assistance Benefits as indicated on this form is approved and you are authorized to enroll in the above stated classes. Only expenses which you have listed may be considered for reimbursement under the terms and provisions of this policy. You are reminded to review all provisions of the policy, specifically those pertaining to reimbursement and repayment of expenses approved.

Department Director's Authorization: _____

Section D: Reimbursement Request

I hereby acknowledge that I have completed the courses approved for reimbursement under the City of Starkville's Educational Assistance Policy and request reimbursement of the approved costs. I am attaching my grade report and receipts for all expenses requested for reimbursement. I hereby acknowledge my obligations and agreement to the repayment terms of the policy.

Total applicable costs for reimbursement: **Receipts are required**

Tuition	\$ _____
Registration Fees	\$ _____
Books	\$ _____
Other fees (itemize)	\$ _____
Total of all fees	\$ _____

Grade received _____ Applicable percentage for reimbursement _____
(See Policy)

Actual amount of reimbursement requested: _____

Employee's Signature: _____ Date: _____

Complete and submit to Personnel Officer

Section E: Reimbursement Approval

Reimbursement Request and grade received and approved:

Personnel Officer: _____ Date: _____

Department Director: _____ Date: _____

Submit to City Clerk's Office after approval

Policy # 6
DRUG AND ALCOHOL POLICY
OF THE CITY OF STARKVILLE, MISSISSIPPI
(revised 1/3/2012)

1. Notice to Employees

You are hereby advised that the City of Starkville has implemented a drug and alcohol policy and conducts a testing program, pursuant to Sections 71-7-1, et.al., of the Mississippi Code of 1972, Ann. (hereinafter referred to as "the Act"), and you are hereby advised of the existence of said Act.

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the City of Starkville through its drug and alcohol testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with the Act and these regulations. Any information obtained by the City of Starkville pursuant to the Act and these regulations shall be the property of the employer. the City of Starkville shall not release to any person other than the employee or job applicant, or employer medical, supervisory or other personnel, as designated by the City of Starkville on a need to know basis, information related to drug and alcohol test results unless: (a) The employee or job applicant has expressly, in writing, granted permission for the City of Starkville to release such information; (b) it is necessary to introduce a positive confirmed test result into an arbitration proceeding pursuant to a collective bargaining agreement, an administrative hearing under applicable state or local law, a grievance hearing as set forth in the Personnel Policy of the City of Starkville, or a judicial proceeding, provided that information is relevant to the hearing or proceeding, or (c) the information must be disclosed to a federal or state agency or other unit of the state or United States government as required under law, regulation or order, or in accordance with compliance requirements of a state or federal government contract, or disclosed to a drug abuse rehabilitation program for the purpose of evaluation or treatment of an employee; or (d) there is a risk to public health or safety that can be minimized or prevented by the release of such information; provided, however, that unless such risk is immediate, a court order permitting the release shall be obtained prior to the release of the information. The confidentiality provisions provided for by the Act shall not apply to other parts of an employee's or job applicant's personnel or medical files. If an employee refuses to sign a written consent form for release of information to persons as permitted in the Act, the City of Starkville shall not be barred from discharging or disciplining the employee.

2. Purpose

The City is committed to the safety and well-being of its employees and the public. It is the City's intent to ensure that employees perform all city-related job duties without the presence of alcohol, illegal drugs or inappropriately used legal drugs in their systems.

Our goal is to provide a safe, satisfying working environment, which promotes personal opportunities for growth. In meeting this goal it is our policy to (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner; (2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; (3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and (4) encourage employees to seek professional assistance any time personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

As an integral part of this effort, it is the City's policy to conduct drug and alcohol testing for those applicants offered employment to positions specified in this policy and to conduct other types of testing to ensure a drug-free workplace.

Adherence to this policy is a condition of employment although it should not be considered an offer of employment.

Nothing in these policies shall be interpreted in such a manner as to reduce or restrict any individual's rights pursuant to the Americans with Disabilities Act.

3. Prohibited Conduct

It is the policy of the City

- A. That the use of alcohol, illegal drugs, or the inappropriate use of legal drugs by City employees during working hours is prohibited;
- B. That no City employee shall be under the influence of drugs or alcohol, or in withdrawal from the use of drugs or alcohol, during working hours; provided, however, that employees are permitted to take at any time prescription medication as and in the manner prescribed by a physician, and nonprescription medication as needed and in accordance with manufacturer instructions, unless the physiological or psychological effects of the prescription or nonprescription medication as taken by the employee pose a threat to the health or safety of the employee taking the medication or any other person, including members of the public or hampers the employee's ability to satisfactorily perform his or her job duties;
- C. That City employees are prohibited from manufacturing, possessing, using, selling, distributing, soliciting or transferring drugs, drug paraphernalia, prescription medication, nonprescription medication or alcohol on or in City property, vehicles, machinery or

equipment, or while performing City business; provided, however, that employees are permitted to possess prescription medication prescribed to them by a physician if that medication must be taken during working hours, and to possess over-the-counter medication if it is reasonably necessary for the employee to take nonprescription medication during working hours to treat the symptoms of injury or illness, unless the physiological or psychological effects of the prescription or nonprescription medication as taken by the employee pose a threat to the health or safety of the employee taking the medication or any other person, including members of the public or hampers the employee's ability to satisfactorily perform his or her job duties;

- D. That City employees are prohibited from tampering with a drug test or a report of its results; and
- E. That nothing in this policy shall be construed as prohibiting in any way the possession or use of coffee, nicotine or nonalcoholic beverages.

4. Law Enforcement Duties

Notwithstanding any other provision in this policy to the contrary, employees of the Police Department of the City of Starkville are permitted to possess, solicit, sell, transfer and distribute drugs in the lawful exercise of their duties and pursuant to instructions from or command orders of the Chief of Police, the employee's supervisor or superior officer, an employee of the Mississippi Bureau of Narcotics, or the United States Department of Justice acting as the City employee's supervisor or superior officer.

5. Definitions

Alcohol. Ethyl alcohol.

Applicant. A person who has completed all required employment forms and has been extended an offer of employment conditioned on successfully completing a drug test.

City property. All offices, facilities, land, buildings, structures, fixtures, installations, vehicles and equipment, whether owned, leased or used by the City.

Confirmation test. A drug and alcohol test on a specimen to substantiate the results of an initial drug and alcohol test on the specimen. The confirmation test must use an alternate method of equal or greater sensitivity than that used in the initial drug and alcohol test. The confirmation test will be done on the original collection that was the other portion of a split sample method of collection.

Collection site. The facility designated by the City where employees' specimens for drug and alcohol testing are collected.

Collection site person. An individual authorized to collect specimens in accordance with this plan and trained in specimen collection procedures in accordance with the *Alcohol and Drug Regulations* of the Mississippi State Department of Health.

Direct threat. A direct threat has the same meaning assigned to it by the Americans With Disabilities Act of 1990.

Drug or alcohol test. An electronic, chemical, or other test administered to determine the presence or absence of a drug, alcohol or their metabolites in a person's body fluids or breath.

Drug. Illegal drugs, prescription medication and nonprescription medication as those terms are defined in this plan.

Employee. Any person who supplies a service for remuneration or pursuant to any contract for hire to the City of Starkville.

Illegal drugs. Any substance, other than alcohol, which has physiological and/or psychological effects on a human being and which is not a prescription or nonprescription medication, including: controlled dangerous and controlled substance analogs or volatile substances which produce the psychological and/or physiological effects of a controlled dangerous substance through deliberate inhalation.

Initial test. A test on a specimen to determine the presence or absence of drugs, alcohol or their metabolites in the specimen.

Medical Review Officer ("MRO"). A licensed physician who is responsible for receiving laboratory results generated by the City's drug and alcohol testing program who has knowledge of substance abuse disorders and appropriate medical training to interpret and evaluate an employee's positive confirmation test result together with his or her medical history and other relevant biomedical information.

Neutral selection. A mechanism for selecting employees for drug and/or alcohol tests that: (i) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected, and (ii) does not give employer discretion to waive the selection of any employee selected under the mechanism.

Nonprescription medication. Any substance which is authorized by federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.

Paraphernalia. Anything commonly used in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing into the human body an illegal drug.

Prescription medication. Any substance prescribed for use by a duly licensed physician, dentist or other medical practitioner licensed to issue prescriptions.

Reasonable suspicion. A belief that an employee is using or has used drugs and/or alcohol in violation of the City's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

- (a) Observable phenomena, such as direct observation of drug and/or alcohol use and/or the physical symptoms or manifestations of being under the influence of a drug and/or alcohol;
- (b) Abnormal conduct or erratic behavior while at work, absenteeism, tardiness or deterioration in work performance;
- (c) A report of drug and/or alcohol use provided by reliable and credible sources and which has been independently corroborated;
- (d) Evidence that an individual has tampered with a drug and/or alcohol test during his employment;
- (e) Information that an employee has caused or contributed to an accident while at work and that the City has a reasonable suspicion that the accident may be causally related to the employee's drug and/or alcohol use.
- (f) Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while working or while on City property or operating City vehicles, machinery or equipment.

Safety sensitive position. The following categories of City employees:

- A. Law enforcement personnel required to carry firearms;
- B. Non-clerical employees directly involved in the interdiction of drugs and paraphernalia;
- C. Combat firefighters;
- D. Emergency medical technicians;
- E. Employees who are authorized and required to operate city vehicles; city equipment or city machinery;
- F. Employees who are traveling on the exterior of city vehicles and are exposed to external traffic hazards; and,
- G. Employees who have entered a substance abuse rehabilitation program, as a follow-up to that rehabilitation.

Specimen. A tissue or product of the human body chemically, electronically, or otherwise capable of revealing the presence of drugs and/or alcohol in the human body.

Under the influence. Detectable in the human body at the levels proscribed in Appendices C and D of this plan.

6. Penalty for Violation

Violating the policy will be grounds for disciplinary action up to and including termination. Any City employee who refuses to submit to a drug test in accordance with this policy may be subject to disciplinary action, up to and including termination.

Any City employee who is convicted of a drug or alcohol-related offense must notify the Personnel Officer in writing within five calendar days of the conviction. The employee may be subject to disciplinary action, up to and including termination if the employee fails to notify the Personnel Officer of such conviction.

Following any type of testing, if an employee's positive test results are confirmed, the City will immediately remove the employee from duty. Such positive test result may be grounds for disciplinary action up to and including termination. Any employee who is subjected to disciplinary action under this policy may contest such disciplinary action by using the grievance process if they so choose.

7. Types of Testing

A. Pre-Employment

All job applicants for employment in the City of Starkville are subject to drug testing upon receiving an offer of employment. Any offer of employment with the City will be conditioned on the applicant testing negative on a drug and alcohol test. Prior to the collection of a specimen from an applicant, the applicant will be required to read and sign the following statement, which will be provided on a separate sheet of paper:

I, _____, have read the *Drug and Alcohol Plan* of the City and notice provided to me pursuant to Part IX of the *Alcohol and Drug Regulations* of the Mississippi State Department of Health. I understand the plan and the Notice, and I agree to submit to specimen collection and drug testing according to the terms of the plan. I understand that my refusal to sign this statement or my refusal to submit to required specimen collection and drug testing in accordance with the plan shall be a basis for rejecting my application for employment by the City, and I waive any rights I may have arising from rejection of my application on that basis.

A positive result of a confirmation test for the presence of drugs, alcohol or their metabolites is a sufficient basis for rejection of an employee's application. Successful completion of a drug and/or alcohol test does not ensure employment with the City.

B. Neutral Selection

All employees of the City of Starkville are subject to neutral selection testing.

Neutral selection drug testing shall occur by randomly selecting 25% of the total number of employees annually. Neutral selection alcohol testing shall occur by randomly selecting 10% of the total number of employees annually. The method of random selection will be chosen by the City so as to insure compliance with those provisions of Mississippi law and applicable regulations governing random selection procedures.

The selection of employees for neutral selection drug and alcohol testing shall be made using a scientifically valid method such as a random number table or a computer-based random number generator that ensures each employee that they will have an equal chance of being selected each time selections are made. Random tests will be unannounced and spread throughout all days and all hours of all shifts the City is in operation during the year. Employees are to proceed to the testing site immediately upon notification of a random test, subject to the hours of operation of the testing facility.

There is no discretion on the part of management or operations in the selection and notification of individuals for testing.

The Board of Aldermen of the City of Starkville may choose at any time to discontinue the practice of neutral selection testing. If neutral selection testing is stopped, the Board may at its discretion authorize the reinstatement of such testing.

C. Reasonable Suspicion

All City employees are subject to reasonable suspicion drug and/or alcohol testing under this plan. Reasonable suspicion shall be determined by a member of City management.

If the City has reasonable suspicion that an employee is using drugs and/or alcohol in violation of this plan, he or she may be required to submit to a test. An employee will not be required to submit to a test under this provision unless the reasonable suspicion that he or she has used or is using drugs and/or alcohol in violation of this plan is based on specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

Prior authorization for any drug and/or alcohol test based on reasonable suspicion must be received from one of the following:

1. The Mayor
2. The Department Head
3. The Personnel Director

If one of the above individuals also is the supervisor who makes the initial reasonable suspicion determination, prior authorization for any drug and/or alcohol test must be received from another person on the list.

The basis for a reasonable suspicion test (see definition) shall be documented and submitted in writing to the Personnel Officer. Managers/supervisors are prohibited from demanding or encouraging drug or alcohol testing without reasonable suspicion. Reasonable suspicion testing must be conducted immediately following such documentation. The employee will be transported to the designated testing facility by a supervisor / manager. The employee shall not be permitted to return to work prior to receiving the results of the drug/alcohol test. The manager/supervisor shall make arrangements for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

D. Accident Related Testing

An employee who has been involved in an accident or injury that directly impacts a city employee and/or city vehicle or vehicles will immediately report to their supervisor per the personnel policy manual and will make him or herself available for drug testing in accordance with this policy as follows:

1. Any chargeable accident as defined in Section 9.701 of the City of Starkville Personnel Policy Manual;
2. Any accident that results in an employee being treated at an emergency room or doctor's clinic.

8. Counseling and referral

The City of Starkville encourages employees to voluntarily seek help with drug and alcohol problems. Any employee who, prior to being scheduled for any type of testing, requests assistance will be provided with counseling and a referral to a Substance Abuse Professional (SAP). No disciplinary action will be taken against an employee who voluntarily participates in a rehabilitation program prior to any positive test result. Thereafter, the employee must refrain from violating the City's drug and alcohol abuse policy.

An employee who tests positive for alcohol or drugs in connection with any of the testing procedures as set forth in this policy may be provided an opportunity to seek counseling and treatment in a rehabilitation program as recommended by a Substance Abuse Professional (SAP). The decision to provide such opportunity will be made after consideration of all factors involved in the case, including the employee's length of

service, any prior disciplinary issues, and the particular issues leading to such testing. This decision is solely at the discretion of City Management. Any such referral will be on a "last chance" basis and will be subject to certain conditions including, but not limited to, confirmation of participation and successful completion of any treatment program as recommended by a Substance Abuse Professional, periodic testing, probation for a defined period of time, and other provisions as may be determined appropriate based on the particular case.

An employee denied such "last chance" opportunity may challenge such decision through the grievance process.

The employee, before returning to duty, must be evaluated by a SAP, complete any recommended treatment and provide a negative return to duty test. Return to duty testing is done at the recommendation of the SAP and may be for drugs and/or alcohol.

9. Searches, Tests and Inspections

The City reserves the right to conduct searches and inspections of employees' person, lockers, baggage, desks, tool boxes, clothing, vehicles, or any other personal property brought on City property. Employees are subject to search while in the course and scope of any job duties, while on City property, while on a City job site, or while in an area adjacent to any City property or job site. Employees do not have a legitimate expectation of privacy in any of the above-described areas. These inspections and searches may be conducted to carry out this and other policies of the City.

The decision to conduct an investigation or search and the manner in which it is carried out will be determined at the sole discretion of the City. Employees are required to cooperate fully in these investigations and/or searches and are required to submit to questioning or searches of the City or its agent. Employees are required to submit to tests and provide urine, blood, breath, saliva or other specimens upon request. Any refusal by an employee to answer questions, submit to testing, render a requested specimen or otherwise cooperate in a search, test or investigation, will be considered an act of insubordination which may result in discipline up to and including termination.

10. Training for employees & supervisors

All employees shall receive a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, and the work environment and indicators of prohibited drug use.

Supervisors responsible for making the decision to reasonable suspicion test must receive a minimum of 60 minutes of training on drug and 60 minutes of training on alcohol information regarding the physical, behavioral, speech and performance indicators of probable drug and alcohol use.

11. Specimen Collection Procedure

Applicants and employees will be directed to a collection site for drug and/or alcohol test specimen collection. All drug and/or alcohol testing will be conducted during or immediately after the regular work period, subject to the normal hours of operation of the testing facility, and this time will be considered time worked for the purpose of determining compensation and benefits.

The collection site person will be responsible for maintaining the integrity of the specimen collection and transfer process and insuring the privacy of the employee/applicant. The collection process will include the procedure of utilizing a split sample for confirmation purposes. Collection sites will conduct specimen collection in accordance with the *Alcohol and Drug Regulations* of the Mississippi State Department of Health.

12. Responsibilities of the Laboratory

The laboratory which conducts drug tests under this plan will conduct all tests under this program in accordance with the *Alcohol and Drug Regulations* of the Mississippi State Department of Health. Samples that yield positive results on confirmation shall be preserved in a frozen state by the laboratory that conducted the test for a period of ninety (90) days from the time the results were mailed or otherwise delivered to the City. Within this 90-day period, the employee or applicant may make a written request that the sample be retested at the employee's expense at a certified laboratory chosen by the employee. However, the laboratory must be certified by Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory must have written testing procedures and written procedures to insure the chain of custody, the laboratory must demonstrate satisfactory performance in the proficiency testing program of the National Institute on Drug Abuse, the College of American Pathology or the American Association for Clinical Chemistry or the equivalent and the laboratory must follow proper quality control procedures, including but not limited to; (1) the use of internal quality controls including the use of samples of known concentrations which are used to check the performance and the calibration of testing equipment and periodic use of blind samples for overall accuracy; (2) the internal review and certification process for test results conducted by a person qualified to perform that function in the testing laboratory; (3) security measures implemented by the testing laboratory to preclude adulteration of specimen test results. The results of the retest will not affect any disciplinary action taken against an employee with a confirmed positive test result.

13. Testing Standards

A. Initial Test

Under this plan, the initial test on specimens for the presence of marijuana, cocaine, opiates, phencyclidine, amphetamines, and any other substance for which the United States Department of Health and Human Services has established an approved protocol and positive threshold, or their metabolites, will employ an immunoassay which meets the requirements of the United States

Food and Drug Administration for commercial distribution. Initial alcohol testing will be by saliva testing, with confirmation by evidential breath testing if nonnegative. Initial cutoff levels specified in Appendix A will be observed. These cutoff levels are subject to change as advances in technology or other considerations allow identification of drugs or their metabolites at other levels.

If an initial drug and/or alcohol test is negative, no confirmation test will be conducted.

B. Confirmation Test

If the specimen provided by the employee or applicant tests positive for the presence of drugs and/or alcohol listed in the preceding paragraph, or their metabolites, in the initial test, the original specimen will be subjected to a confirmation test. The confirmation test for drugs will employ gas chromatography/mass spectrometry at the cutoff levels specified Appendix A. The confirmation test for alcohol will employ a blood test at the cutoff levels listed in Appendix A. These cutoff levels are subject to change as advances in technology or other considerations allow identification of drugs, alcohol or their metabolites at other levels.

14. Notification to MRO of Test Results

The City of Starkville shall engage the services of a qualified Medical Review Officer. The Medical Review Officer (MRO) for the City of Starkville will be certified by the American Association of Medical Review Officers (AAMRO) or by the Medical Review Officer Certification Council (MROCC).

a. The Medical Review Officer shall receive test results from the testing facility and evaluate those results in conjunction with the subject employee and/or applicant.

b. Upon receiving a confirmed positive test result the Medical Review Officer shall contact the applicant or employee prior to notification of City officials. The applicant or employee shall be given the opportunity to explain the test results, including disclosure of any medications that may impact such test results. This disclosure will be provided by the applicant or employee only to the Medical Review Officer and such information shall not be released to any City personnel.

The laboratory will report confirmation test results only to the City's Medical Review Officer within five (5) working days of receiving a specimen. The report, which will be signed and certified as accurate by the person responsible for the day-to-day operations of the certified laboratory or the person responsible for attesting to the validity of test results, will identify the drugs, alcohol or metabolites for which testing has been conducted, and it will indicate the City's specimen number and the specimen identification number assigned to the specimen by the laboratory. The report shall indicate only that the confirmation test result was negative, if that be the case, or that it was positive for specific drugs, alcohol or metabolites, if that be the case.

Within five (5) working days after receiving a positive confirmed test result from the testing laboratory, the City will inform the employee in writing that he or she has tested positive. At this time the City will inform the employee of the consequences of the positive test and any options available to him or her.

Any employee may request a copy of the test result report. The request must be in writing and should be directed to the Personnel Director.

15. Responsibilities of the Medical Review Officer

The MRO will review the test results received from the testing laboratory to determine whether a result is positive. The MRO shall notify the employee/applicant in writing of the drug test results within five (5) days of receiving them, which notification will include an explanation of the consequences of the results and options available to the employee/applicant if the results are positive. An employee/applicant who receives a positive confirmed test result may contest the accuracy of that result or explain it in writing and why the results do not constitute a violation of the employer's policy within 10 working days of receiving notification of the test results. That contest may include another test on the specimen at the employee/applicant's expense. If the employee/applicant's explanation is unsatisfactory to the MRO, a written explanation as to why and the test results will be placed in the employee's personnel and medical file, or the applicant's application file.

16. Confidentiality

All information, interviews, reports, statements, memoranda and test results, written or otherwise, received by the City through its drug and alcohol testing program are confidential communications, except under certain circumstances as allowed by the Act. This information is City property, and it will be maintained in a separate file. Information described above will be released:

- (1) If the employee or job applicant grants written permission to do so;
- (2) if the information must be disclosed in any administrative, arbitral or judicial proceeding pursuant to applicable law because it is relevant to an issue in that proceeding;
- (3) If the information must be disclosed to a governmental unit as required by law, regulation, administrative or judicial order, or in accordance with compliance requirements of a federal contract;
- (4) If the information must be disclosed to a substance or alcohol abuse rehabilitation program for the purpose of evaluation or treatment of the employee; or
- (5) Without a court order, if an immediate risk to public health or safety can be minimized by release and with a court order if the risk is not immediate.

An employee's failure to sign a written consent to release information as permitted by and in accordance with this section may subject the employee to discipline, up to and including termination.

17. Drug Free Workplace

The City intends to comply with all federal and state laws which require it to provide its employees with a drug free workplace. By publishing this policy, the City hereby notifies its employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in any City workplace or work site.

18. Nature of the Policy

This policy does not create or set forth any contractual commitments or obligations by the City for employment or other employment benefits to any applicant or employee. The policies described in this policy are subject to being modified, revoked, terminated or changed in whole or in part at any time, with or without notice, by the City.

19. Employee Questions

All questions regarding this policy should be directed to the Personnel Director.

20. Policy Revisions

Exceptions to this policy can be made only by the City's Board of Aldermen. The Board reserves the right to change or discontinue this drug testing policy at any time and nothing in this policy should be construed as granting anyone a right to specific benefits or continued employment.

APPENDIX A:

SUMMARY OF "CUTOFFS"

SUBSTANCE	IMMUNOASSAY SCREEN	GC/MS CONFIRMATION
CANNABINNOIDS (Marijuana)	50 ng/ml	15 ng/ml
COCAINE	300 ng/ml	150 ng/ml
AMPHETAMINES	1000 ng/ml	
"Amphetamine"		500 ng/ml
"Methamphetamine"		500 "Met." PLUS 200 "Amp."
OPIATES		
"screen" (class assay)	2,000 ng/ml	
"morphine"		2,000 ng/ml
"codeine"		2,000 ng/ml
"Heroin" [6-MAM]		10 ng/ml
"Poppy seeds"		Formula = M/C < 2 = Codeine Use
PCP	25 ng/ml	25 ng/ml
BARBITURATES	300 ng/ml	300 ng/ml
BENZODIAZEPINES	300 ng/ml	300 ng/ml
METHADONE	300 ng/ml	300 ng/ml
METHAQUALONE	300 ng/ml	300 ng/ml
PROPOXYPHENE	300 ng/ml	300 ng/ml

Alcohol Concentration	Any detectable amount.
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APPENDIX B:

The City will select a qualified facility for collection of specimen and will notify employee's of such collection site at the time of testing. The City reserves the right to change such collection facility as it may determine necessary.

APPENDIX C:

Acknowledgment and Release Regarding
the Drug and Alcohol Plan

I (please print), _____, acknowledge by my signature that I have received, reviewed and fully understand the *Drug and Alcohol Plan* of the City. I agree to abide by its terms, and I understand that my failure to do so will subject me to disciplinary action, up to and including termination. I understand that the only claims I will have arising out of administration of the *Drug and Alcohol Plan* of the City are those specified and described in Sections 71-7-23 and 71-7-25 of the Mississippi Code. I voluntarily waive any and all other claims of whatever kind I may have arising from the administration of the *Drug and Alcohol Plan* of the City. I have had an opportunity to have the plan reviewed by an attorney of my choosing.

Employee

Date

Witness

Date

APPENDIX D:

APPLICANT AGREEMENT TO SUBMIT TO DRUG TESTING

I, _____, have read the *Drug and Alcohol Plan* of the City and notice provided to me pursuant to Part IX of the *Alcohol and Drug Regulations* of the Mississippi State Department of Health. I understand the plan and the notice, and I agree to submit to specimen collection and drug testing according to the terms of the plan. I understand that my refusal to sign this statement or my refusal to submit to required specimen collection and drug testing in accordance with the plan shall be a basis for rejecting my application for employment by the City, and I waive any rights I may have arising from rejection of my application on that basis.

APPLICANT SIGNATURE

DATE

Policy # 8

City of Starkville, Mississippi

Addition to Personnel Policy Manual
(Approved by Board on June 2, 2009, revised August 21, 2012)

DONATION OF LEAVE

Any City of Starkville employee may donate a portion of his or her earned major medical leave and/or personal leave to another employee who is suffering from a catastrophic illness or catastrophic injury as defined below, or to another employee who has a member of his or her immediate family who is suffering from a catastrophic illness or injury, in accordance with the following:

1. The employee donating the leave (the "donor employee") shall designate the employee who is to receive the leave (the "recipient employee") and the amount of earned major medical leave and/or personal leave that is to be donated, and shall notify the Personnel Officer of his or her designation. The Personnel Officer shall then notify the recipient employee's department head of the amount of leave that has been donated by the donor employee to the recipient employee.
2. The maximum amount of earned major medical leave and/or personal leave that an employee may donate to any other employee may not exceed a number of days that would leave the donor employee with fewer than a total of ten (10) days each of major medical leave and/or personal leave left, and the maximum amount of earned major medical leave and/or personal leave that an employee may donate to any other employee may not exceed fifty percent (50%) of the earned leave of the donor employee, with a not to exceed amount of ten (10) days or eighty (80) hours. All donated leave shall be in increments of not less than eight (8) hours.
3. The maximum period of time that an employee may use donated leave without resuming work is ninety (90) days, which commences on the first day that the recipient employee uses donated leave.
4. An employee must have exhausted all of his or her earned sick and vacation leave before he or she will be eligible to receive any leave donated by another employee.
5. Before an employee may receive donated leave, he or she must provide his or her Department Head and the Personnel Officer with a physician's statement that confirms the beginning date of the catastrophic illness or injury, a description of the illness or injury, a prognosis for recovery, and an anticipated date that the recipient employee will be able to return to work. He or she must submit a request to his/her department head to use the donated leave policy.
6. The request for donated leave will be evaluated by a board of three (3) comprised of the Personnel Officer, the City Clerk and the Chief Administrative Officer. The board will consider the employee's employment record, the nature of the circumstances surrounding the request and any other relevant matters. Any denial of the use of donated leave may be appealed to the Board of Aldermen at the next regular meeting.
7. If the total amount of leave donated to any employee is not used by the recipient employee, the donated leave will be returned to the donor employee(s) on a pro rata basis, based on the ratio of the number of days of leave donated by each donor employee to the total number of days of leave donated by all employees.
8. For the purpose of this policy, "immediate family" means spouse, child, step-child, parent, step-parent, or sibling.
9. No person through the use of coercion, threats or intimidation shall require or attempt to require any employee to donate his or her leave to another employee. Any person who alleges a violation of this paragraph shall report the violation to the Personnel Officer of the City. Any person found to have

violated this paragraph shall be subject to disciplinary action up to and including termination of employment.

10. No employee can donate leave after tendering notice of separation for any reason or after termination.
11. In order for an employee to be eligible to receive donated leave, the employee must be a regular, full-time employee on the date on which the leave is donated.
12. Donated leave shall not be used in lieu of disability retirement.
13. "Catastrophic injury or illness" means a serious injury or illness of an employee or a member of an employee's immediate family which totally incapacitates the employee from work for a period of time of not less than ten (10) continuous days {five (5) shifts for firefighters}, as verified by a licensed physician, and forces the employee to exhaust all leave time earned by that employee, resulting in the loss of compensation from the City for the employee. Conditions that are short-term in nature, including, but not limited to, common illnesses such as influenza and the measles, and common injuries, are not catastrophic. Chronic illnesses or injuries, such as cancer or major surgery, which result in intermittent absences from work and which are long-term in nature and require long recuperation periods, may be considered catastrophic.

City of Starkville

Donation of Leave Time

I request to donate leave time as indicated below:

Employee to receive donated time: _____

Leave Time to be donated: [must be in eight (8) hour increments]

_____ Hours of Personal (Annual) Leave

_____ Hours of Major Medical (Sick) Leave

I acknowledge that I have read the City of Starkville's policy on Donation of Leave Time and agree to all provisions of the policy. I understand that donation of leave time is with no expectation that the donated time will be returned, or reimbursed in any way. My decision to donate leave time has not been made based on any coercion, threats, or intimidation by any other employee, supervisor, manager, or City official.

Printed Name of Donating Employee

Department

Donating Employee's Signature

Date

Submit completed form to Personnel Officer

Donation of Leave Time as indicated above complies with policy and is approved.

Personnel Officer's Signature

Date

Submitted to Payroll on _____

Policy # 9
CITY EMPLOYEE TRAVEL POLICY
July 21, 2009

This policy is adopted to comply with the Office of the State Auditor requirements for Official Travel and Travel Advances found in the Municipal Audit and Accounting Guide.

1. Pre-approval by the Board of Aldermen is required for all out-of-state travel by elected officials or municipal employees traveling on city business, if the cost of such travel exceeds \$2,000.00. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.
2. Pre-approval by the Board of Alderman is required for all over-night travel for city designated purposes by municipal employees whether in-state or out-of-state, if the cost of such travel exceeds \$2,000.00. The cost of the travel is to be determined on a person by person basis rather than the cumulative dollar total reflective of the number of attendees to a particular school or event.
3. In the rare event of an emergency situation or a matter of critical significance to the city where it is impossible to secure the pre-approval of the Board of Aldermen for, such travel that exceeds the aforementioned \$2,000.00 amount, any such required travel may be approved by the Mayor or, in his absence or unavailability the Mayor Pro- tempore and if any such travel approval is granted, the Board of Aldermen shall be notified that such has occurred and the matter explained at the next scheduled board meeting to include authorization for the reimbursement of expenses incurred.
4. Any request for in-state or out-of-state travel where per diem or travel reimbursement will be requested will be provided to the board with the details of the travel provided with the specificity as required and in accordance with the applicable state instructions. The applicable state statute §25-3-41 will be incorporated by reference into this travel policy. No per diem allowance shall be made for regular meals provided as a part of the registration cost for the official event, whether or not the employee partakes of the meal provided.
5. In accordance with the past and accepted practice, the Board of Alderman authorizes an additional vicinity travel amount up to twenty-five (25) miles per day for any trip that necessitates such travel to and from the sites in conjunction with the purpose of the trip and that is part of a travel request approved by the board. Where such travel deviates by more than the above described mileage, those requests for modifications for accommodations and travel expense must be approved by the Board of Aldermen. Such requests shall reflect either a cost savings to the city or an equivalent cost before it will be considered by the Board for approval. In all cases the state travel reimbursement guidelines will be followed.

6. Travel expenses and/or advanced travel expenses will be reimbursed in accordance with the Department of Finance and Administration (DFA) maximum meal reimbursement amounts and the mileage rates in effect as of the time that the travel occurred.
7. Travel advances may be made with the approval of the Board of Aldermen. This approval is contingent upon:
 - Compliance with the rules and regulations of the Office of the State Auditor
 - Compliance with the Department of Finance and Administration's daily limits on expenditures for meals
 - Compliance with section 25-3-41, Miss. Code Ann. (1972)
 - Compliance with the City's requirements for the travel authorization and documentation
 - Travel advances must be accounted for within five (5) working days of the end of the month in which the official travel occurred. All travel advance money not used for travel related expenditures must be repaid to the municipality. The forms required must be completed and submitted to account for all money not refunded. Actual receipts must be provided for all travel expenses, except meals and travel in personal vehicles.
8. The Mayor, in the case of employees at the department head level or with department head status, and the department heads, in the case of departmental employees, are authorized to approve travel in accordance with the following dollar amounts. The Mayor is authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) not to exceed \$2,000.00; department heads are authorized to approve travel (inclusive of all costs, i.e. schools, airfare, per diem, etc.) that does not exceed \$1,000.
9. The Mayor is authorized to travel in-state as conduct of his official duties requires.

13. CONSIDERATION OF DIRECTING STAFF TO OBTAIN BIDS FOR DEMOLITION, DEBRIS REMOVAL, AND RELOCATION OF INFRASTRUCTURE FOR THE PROPERTY LOCATED AT 100 EAST DR. MARTIN LUTHER KING, JR. DRIVE AND PRESENT BIDS AT THE FEBRUARY 6, 2018 BOARD OF ALDERMEN MEETING.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of directing staff to obtain bids for demolition, debris removal, and relocation of infrastructure for the property located at 100 East Dr. Martin Luther King, Jr. Drive and present bids at the February 6, 2018 Board of Aldermen meeting” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF VA 17-16: A REQUEST BY SER LLC FOR VARIANCE RELIEF FROM SIDEWALK REQUIREMENTS ON A LOT LOCATED +/-250' EAST OF INDUSTRIAL PARK ROAD ON THE NORTH SIDE OF SPRUILL INDUSTRIAL PARK ROAD IN AN M-1 ZONE WITH THE PARCEL # 102N-00-005.01

The applicant is requesting relief from various sidewalk requirements. The applicant is proposing to build a metal building for lease as a storage space. The applicant is concerned that the sidewalks may pose a security and safety risk to the building. The applicant is requesting relief from sidewalk requirements along the right-of-way and sidewalk connections from the right-of-way to the primary entranceway of the building. The applicant attended a Development Review Committee meeting on September 21, 2017 and has received Site Plan Approval. The applicant received a waiver from some of the Landscape Requirements by the Board of Alderman on September 19, 2017. On October 25, 2017 Board of Adjustments and Appeals voted 4-0 to recommend approval of the variance request. Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of VA 17-16 a request by SER LLC for Variance relief from sidewalk requirements on a lot located +/-250' east of Industrial Park Road on the north side of Spruill Industrial Park Road in an M-1 zone with the parcel # 102N-00-005.01” is enumerated, this consent item is thereby approved.

15. CONSIDERATION TO APPROVE WITH CONDITION THE SPECIAL EVENTS REQUEST FOR THE 2017 CHRISTMAS PARADE EVENT WITH IN-KIND SERVICES TO BE HELD MONDAY, NOVEMBER 27, 2017.

The applicant Paige Watson, of Starkville Main Street Association, is requesting in-kind services to hold the 2017 Christmas Parade event. This year the event will be held on Monday, November 27, 2017. Setup will begin at 4:00 pm and teardown will end at 7:30 pm. The event will start at 6:00 pm. The requested services include SPD, Sanitation and SED with a total cost \$5,705.00. In the event of severe weather, the parade will be held the next day, Tuesday, November 28, 2017. Proof of Insurance has been provided and approved. Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request for the 2017 Christmas Parade event with in-kind services” is enumerated, this consent item is thereby approved.

16. CONSIDERATION OF THE 2017 MISSISSIPPI CHAMPIONSHIP STEAK COOKOFF AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES ON NOVEMBER 18, 2017 WITH THE CONDITION THAT PROOF OF INSURANCE BE PROVIDED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Special Event request for the 2017 Christmas Parade event with in-kind services” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of to extend services with Lexis Nexis to provide the Starkville Municipal Court with access to the Mississippi Code and legal research from 11/1/2017 through 10/31/2020 at a rate of \$321.00 per month” is enumerated, this consent item is thereby approved.



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

AGENDA ITEM DEPT.: Municipal Court
AGENDA DATE: November 7, 2017
PAGE: 1 of 4

SUBJECT: Consider to extend services with Lexis Nexis to provide the Starkville Municipal Court with access to the Mississippi Code and legal research from 11/1/2017 through 10/31/2020 at a rate of \$321.00 per month.

AMOUNT & SOURCE OF FUNDING: 001-110-600-300 \$321.00 per month

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: The Starkville Municipal Court has been using Lexis Nexis for several years to provide the court with access to the Mississippi Code and legal research. This contract will allow an extension of their services through 10/31/2020.

This contract has received approval from City Attorney Chris Latimer.

**REQUESTING
DEPARTMENT:** Municipal Court

**DIRECTOR'S
AUTHORIZATION:** Tony Rook

FOR MORE INFORMATION CONTACT: Tony Rook 418-9292; trook@cityofstarkville.org

SUGGESTED MOTION:

Move approval to extend services with Lexis Nexis to provide the Starkville Municipal Court with access to the Mississippi Code and legal research from 11/1/2017 through 10/31/2020 at a rate of \$321.00 per month.



"Subscriber" Name: Starkville Municipal Court

Account Number: 1000099UB

"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Advance Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at www.lexisnexis.com/terms/general.

2. Certification

2.1 Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	
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2.2 A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. Up to 3 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3 Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4 If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5 Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (i) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (ii) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Advance Product and Charges

3.1 This Section 3 amends the Subscription Agreement with respect to the Lexis Advance® product offering described below. The term of Subscriber's commitment for the Lexis Advance product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment under Section 5.2 of the General Terms during the Committed Term. In addition, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination. Upon the expiration of the Committed Term, all access to and use of Lexis Advance by Subscriber will be billed in accordance with the applicable then-current Price Schedule.

Lexis Advance Content & Features		
Product	SKU Number	Number of Users
Mississippi Enhanced	1011625	
News	1010610	

Inter-Document Linking	1000690	
Core Public Records with Smartlinx	1004801	
Verdicts & Settlements - National	1010609	
MS Jury Instructions	1012381	
USCS	1011069	
☐ See attached Rider No. 1 for additional Content & Features		

3.2 During the Term, the premium features Shepard's Graphical and Research Map will be included at no additional charge.

3.3 In exchange for access to the Lexis Advance Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
11/1/2017 - 10/31/2018	\$321.00
11/1/2018 - 10/31/2019	\$321.00
11/1/2019 - 10/31/2020	\$321.00

3.4 During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Advance Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.5 Use of Lexis Advance under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.6 LN may temporarily suspend access to Lexis Advance until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. SUPPORT AND TRAINING

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis Advance through:

- (a) Mandatory basic training in the use of Lexis Advance by LN for all Authorized Users;
- (b) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (c) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (d) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis Advance or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Starkville Muncipal Court	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	_____
Job Title:	_____
Date:	_____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	_____
Job Title:	_____
Date:	_____

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Cody Burnett to participate in the Educational Assistance Program for the Fall 2017 semester to take master’s level courses in Civil Engineering with a total reimbursement cost not to exceed \$1,500.00” is enumerated, this consent item is thereby approved.

19. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF OCTOBER 31, 2017 FOR FISCAL YEAR ENDING 9/30/18.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the City of Starkville Claims Docket for all departments as of October 31, 2017 for fiscal year ending 9/30/18, acknowledging that the City Clerk has attested and certified on the record, to be placed in the Minutes of this meeting, that all claims on the docket are true, accurate, lawful, and proper for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21 to the best of her knowledge” is enumerated, this consent item is thereby approved.

General Fund	001	\$ 462,239.24
Restricted Police Fund	002	3,610.00
Restricted Fire Fund	003	99,428.18
Airport Fund	015	9,074.87
Sanitation	022	128,330.84
Landfill	023	15,485.71
Park and Recreation	375	8,372.81
Industrial Park Bond	303	230,442.99
Sub Total Before Utilities		\$ 956,984.64
Utilities Dept.	SED	426,496.21
Total Claims	Total	\$ 1,383,480.85

20. CONSIDERATION TO ADVERTISE FOR GENERAL SOURCE OF SUPPLY BIDS FOR ALL DEPARTMENTS WITHIN THE CITY OF STARKVILLE FOR THE PERIOD JANUARY 1, 2018 THROUGH JUNE 30, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for general source of supply bids for all departments within the City of Starkville for the period of January 1, 2018 through June 30, 2018” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval of allowing SFD to enter in to a one-year contract with JMCM Consulting for Grant-Writing services at a fee of 5% of the Federal grant amount to be paid from City funds and allow the Mayor to execute all paperwork” is enumerated, this consent item is thereby approved.



AUTHORIZATION TO ENGAGE JMCM CONSULTING

SCOPE OF WORK

JMCM Consulting (CONSULTANT) will prepare a project plan and application for the 2017 Assistance to Firefighter Grant Program. The total project request will be determined after reviewing the CLIENT's need assessment. The amount will be discussed with the CLIENT representative BEFORE the application is submitted.

The CLIENT will provide CONSULTANT all of the information needed to develop the project proposal. CONSULTANT will work with the CLIENT to identify the CLIENT's greatest needs and advise projects that have a higher likelihood of funding (based on CONSULTANT's experience and the AFGP Program Guidance).

PROJECT SCHEDULE

Once the "Authorization to Engage JMCM Consulting" and the CLIENT's information worksheets are received, CONSULTANT will begin work on the application.

A draft of the application will be provided to the CLIENT before the application is submitted.

The actual dates of the application period is unknown at this time. Client will be provided actual dates, once FEMA publishes the dates.

Once the final application is loaded to FEMA's AFGP portal, the CLIENT will be notified and be given the opportunity to review the application before it is submitted. Once approved the CLIENT may submit the application OR the CLIENT may authorize the CONSULTANT to submit on their behalf. CLIENT understands they are responsible for the content of the application.

PROJECT COST

JMCM Consulting will provide professional project development and administrative services for 5% of the federal funded grant amount. **This fee is NOT included in the project cost request. It cannot be paid from grant funds** the department may receive. It must be paid from the Client's general fund as a fee for professional services.

Once the total cost of the project is determined, the CLIENT will be provided a PROJECT COST estimate worksheet. If the grant funds, fees will be due 30 days from date of award. JMCM reserves the right to draft the fee from the Client's bank account if payment has not been made 180 days after award unless payment arrangements have been made.

IN WITNESS WHEREOF, the CLIENT has signed and approved engaging JMCM Consulting for the purpose of developing and submitting an application to Assistance to Firefighter Grant Program, in accordance with the written Standard Terms and Conditions.

CONSULTANT

JMCM Consulting

Signature:

Cindy Tubbs Monroe

print name

Title: Owner

Date:

CLIENT

Signature

print name

Title:

Date:

(Mayor, Chairman, President, etc.)

Client certifies that the person signing this contract has the authority to contractually obligate the department for the professional services set forth in this agreement. If this statement is determined to be untrue, the person signing this contract understands they will be personally responsible for all fees associated with this agreement.

22. CONSIDERATION OF APPROVAL TO ADVERTISE TO FILL A FIREFIGHTER POSITION, IN THE STARKVILLE FIRE DEPARTMENT AND AUTHORIZATION TO ADVERTISE FOR THREE (3) PART-TIME CERTIFIED FIREFIGHTERS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise to fill a firefighter position in the Starkville Fire Department and authorization to advertise for three (3) part-time certified firefighters” is enumerated, this consent item is thereby approved.

23. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A PART-TIME SECRETARY, IN THE SANITATION & THE ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a part-time Secretary, in the Sanitation & the Environmental Services Department” is enumerated, this consent item is thereby approved.

24. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER POSITION, IN THE COMMUNITY DEVELOPMENT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a temporary full-time Code Enforcement Officer position, in the Community Development Department” is enumerated, this consent item is thereby approved.

25. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A VACANT PART-TIME INTERN POSITION FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a part-time Intern position, for the Finance and Administration Department” is enumerated, this consent item is thereby approved.

26. CONSIDERATION OF APPROVAL TO HIRE BETHANY ALLEN WEEKS AND STEVEN LANE, AS ENTRY LEVEL FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT AND REQUEST AUTHORIZATION TO RETAIN CANDIDATE CALVIN WATERS FROM THE SELECTION PROCESS HELD ON OCTOBER 10, 2017 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITION IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Bethany Allen Weeks and Steven Lane, as Entry Level Firefighters in the Starkville Fire Department, and authorization to retain candidate Calvin Waters from the selection process held on October 10, 2017 for consideration to fill any additional vacant position in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days” is enumerated, this consent item is thereby approved.

27. CONSIDERATION OF APPROVAL TO HIRE CHRISTIE ROGERS, AS THE 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 November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Christie Rogers,

as the Executive Administrative Assistant in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

28. CONSIDERATION OF APPROVAL TO HIRE TANNER STUART, AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Tanner Stuart, as an Apprentice Lineman in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

29. CONSIDERATION OF APPROVAL TO HIRE TAMEKA HARRIS, AS THE PAYROLL/COLLECTOR CLERK, IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Tameka Harris as the Payroll/Collector Clerk, in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

30. CONSIDERATION OF APPROVAL TO HIRE DERRICK BIRCHFIELD, DNIJEE ROBINSON AND ELI SEABROOKS AS MAINTENANCE WORKERS I IN THE UTILITES WATER DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Derrick Burchfield, Dnijee Robinson, and Eli Seabrooks as Grade 4 Maintenance Workers I in the Utilites Water Department” is enumerated, this consent item is thereby approved.

31. CONSIDERATION OF APPROVAL TO HIRE JARED RABREN, AS THE AIRPORT OPERATIONS MANAGER IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Jared Rabren, as the Airport Operations Manager in the Starkville Airport Department at Grade 11” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Jacqueline Posley, as the Processing Clerk in the Community Development Department” is enumerated, this consent item is thereby approved.

33. CONSIDERATION OF APPROVAL FOR ROBBY GILLILAND TO TRAVEL TO JACKSON, TN TO ATTEND TVPPA LINE WORKER TROUBLESHOOTING LAB 5 ON DECEMBER 4-8, 2017 AT A TOTAL COST NOT TO EXCEED \$1,820 WITH ADVANCE TRAVEL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Robby Gilliland to travel to Jackson, TN to attend TVPPA Line Worker Troubleshooting Lab 5 on December 4-8, 2017 at a total cost not to exceed \$1,820 with advance travel” is enumerated, this consent item is thereby approved.

34. CONSIDERATION OF APPROVAL FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE AND PURCHASE (5) 69 KV POTENTIAL TRANSFORMERS TO ADDRESS SYNC CHECK ISSUES WITH MSU GENERATION AND TO PROVIDE ACCURATE FAULT LOCATING INFORMATION FROM GARNER LUMLEY FOR A TOTAL PRICE OF \$28,350.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 7, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to accept the lowest and best quote and purchase (5) 69 kV potential transformers to address sync check issues with MSU generation and to provide accurate fault locating information from Garner Lumley for a total price of \$28,350” is enumerated, this consent item is thereby approved.

Comparison of quotes received:

Garner Lumley Electric Supply	\$28,350
Yoder Sales Agency	\$30,500

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS:

Mayor Spruill introduced the following new Employee: Police Officer Chris Gregory. The Mayor then recognized the Park and Recreation Department for several awards recently received from the National Park and Recreation Association.

Chief Yarbrough and the Mayor presented Certificates of Recognition to Kyle McCullouch, Colby Carpenter and Tim Rice for their help in rescuing people during a recent fire at Avalon Apartments.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver asked that a description of the Bond issue item which is on consent be given for the public to understand the goal of the Bond. Alderwoman Sistrunk discussed the proposed General Obligation Bond which will be used for infrastructure throughout the City.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted he will be age 58 on November 28. He informed the Mayor that there is a fire hydrant on Reed Road which has water running. The Mayor offered to send someone to check on the possible leak.

Robert Leach, past President of the Starkville Soccer Association, spoke in support of the 2% sales tax and what it has and continues to mean to the Parks department.

Tyler McMurry, MSU Student Association President, spoke on behalf of the MSU Student Association and their support of the 2% tax. A Resolution was presented to the Mayor formalizing their support.

Mary Carr, Pastor of Antioch Church discussed the history of the church and its importance to the community. She discussed a plan of action to remedy the church’s building issues: the roof, windows, etc. She asked the City for more time to bring the property into compliance.

PUBLIC APPEARANCES:

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

Mr. Ayers noted many of the groups programs in past years and current programs they provide and support. The main goal is to get and keep Starkville healthy and active. He asked that everyone take a look at the groups Facebook page and spoke of how each person could become a member of the organization.

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

Pastor Stone presented a video depicting many of the church activities and services. He noted that the video showed the church continues to thrive and grow in spite of litigation issues. He requested a continuance of time for the church leaders to decide what to do about the unfinished construction area.

PUBLIC HEARING:

FIRST PUBLIC HEARING ON AMENDING 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.

Mayor Spruill opened the Public Hearing and called for public comments noting there would be fifteen minutes designated for the pro amendment speakers and fifteen minutes for the speakers against the amendment and that comments be limited to the proposed exemption only.

Offering comments in opposition of amending Ordinance 2017-07: Allison Tiffen and Yolanda Pruitt.

Offering comments in support of amending Ordinance 2008-08: Joseph Enfinger and Mike Jeffcoats.

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

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

Upon the motion of Alderman Little, duly seconded by Alderman Carver, to approve the six (6) month extension on the agreement for the sale of the lagoon located on the highway 12 bypass as presented by the Board Attorney, 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.

Addendum No. 6

Sales Contract

City of Starkville - Seller

Dr. Bennet York - Buyer

Property - 20.34 acres +/-, #117-25-021.00, Starkville, MS 39759

1. Buyer agrees to convey to Seller an additional \$5,000 to escrow as additional earnest money.
2. As a condition to Closing, legal access to the Property must be provided to Seller which runs with the land as to the Property, is recorded in the Oktibbeha County Chancery Clerk's Office, and is reasonably acceptable to Buyer and Buyer's title attorney and/or title insurer, on or before May 7, 2018. Notwithstanding the foregoing, neither Seller nor Buyer has any burden, duty, or obligation to establish or provide such access by May, 7, 2018, or any other time period. If such access is provided to Seller by May 7, 2018, such access shall be conveyed from Seller to Buyer at closing of the sale of the Property by warranty deed.
3. The sale of the Property shall close on or before May 7, 2018, or the sales contract between Seller and Buyer shall become null and void, and all earnest money shall be refunded to the Buyer.
4. Sale is subject to Phase 1 and Phase 2 environmental studies (at Buyer's expense) that would be acceptable for financing and intended use by Buyer. All environmental studies are at Buyer's expense.
5. Sale is subject to verification of access to Property by licensed surveyor. City to provide survey not less than ten (10) days prior to closing, if legal access is provided to the City consistent with paragraph two above.
6. Seller shall transfer a valid Construction Storm Water Permit covering and confirming the closure of the lagoon to the Buyer at Closing.

7. Seller agrees to waive at Closing the requirement for a Building Permit for the closure of the lagoon. Seller does not waive any other applicable permitting.

8. The terms of this Addendum shall control over any conflicting provisions of this Contract. All other Addenda are null and void.

Buyer's Signature _____ Date _____
Dr. Bennet York

Seller's Signature _____ Date _____
City of Starkville

36. CONSIDERATION OF CALLING FOR A PUBLIC HEARING, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 101D-00-272.00, ANTIOCH BAPTIST CHURCH, 522 EAST GILLESPIE STREET, TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY DURING ITS REGULAR MEETING ON DECEMBER 5, 2017, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE.

Community Development Director Buddy Sanders presented the item. The subject structure is in violation of IPMC Code 2012 Section 304(304.1.1) Paragraph (8). The IPMC Code was adopted by the City on June 5, 2012, Ordinance Number 2012-06:

Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

There is no address listed on tax card. Staff cannot serve court documents and Miss. Code Ann. 21-19-11 needs to be considered.

Alderman Perkins noted that the Board of Aldermen has been consistent over the years with its enforcement of the Code. It is unfortunate that this is a House of God, but all buildings must be held to the same standards for public safety and welfare of the citizens.

A motion was then offered by Alderman Perkins, that given that the property is out of compliance with City Code, pursuant to the City's authority to prevent, remove, and abate nuisances under Miss. Code Ann. §21-19-1, Appendix A, Article III (F) of City Code and Sections 54-51 through 54-58 of City Code, that the City provide the Antioch Baptist Church with 60 days, through and including January 7, 2018, to bring the building located at 522 East Gillespie Street, Parcel Number 101D-00-272.00, into complete compliance with City code, or face any and all potential remedies available to the City under state and / or local law. Alderman Vaughn seconded the motion and the Board voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. This item will be placed on the January 16, 2018 agenda of the Mayor and Board of Aldermen for a compliance update.

37. CONSIDERATION OF CALLING FOR A PUBLIC HEARING, UNDER MISS. CODE ANN. 21-19-11, OF TAX PARCEL 102B-00-323.00, SECOND BAPTIST CHURCH, 314 YEATES STREET TO DETERMINE WHETHER THE PROPERTY IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE HEALTH, SAFETY, AND WELFARE OF THE MUNICIPALITY DURING ITS REGULAR MEETING ON DECEMBER 5, 2017, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE.

Community Development Director Buddy Sanders presented the item as well as current photographs of the property. The Second Baptist former construction site is in violation of the 2012 International Building Code Sec (A) 105.5:

Expiration. Every permit issued shall become invalid unless the work on site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the work has commenced.

Mississippi Department of Environmental Quality (MDEQ) storm water pollution prevention regulations are not in compliance:

Any disturbed areas that will be left undisturbed for 14 or more days will be seeded (temporary seeding) immediately. After final grading, all disturbed areas will be seeded (permanent seeding) immediately.

The following timeline was also presented:

September 9, 2014: Conditional Use CU14-05 Approved
October 9, 2014: Development Review Committee Reviews Second Baptist Site Plan
November 20, 2014: Erosion Control Permit Issued
March 9, 2015: Conditional Use CU 14-05 Expires
September 5, 2015: Building Permit Issued
September 5, 2016: Building Permit Expires
October 19, 2017: Violation Notice Issued
October 24, 2017: Violation Notice Received

Alderman Perkins noted that the Board of Aldermen has been consistent over the years with its enforcement of the Code. The property in question is not safe or appealing to the citizens. It also is unfortunate that this is a House of God, but all buildings must be held to the same standards for public safety and welfare of the citizens. Mr. Bennie Hairston, the Chairman of the Trustee Board of Second Baptist Church, is charged with the maintenance of church property per the church Constitution, so all notices will be sent to his attention in the future.

A motion was then offered by Alderman Perkins, that given that the property is out of compliance with City Code, pursuant to the City's authority to prevent, remove, and abate nuisances under Miss. Code Ann. §21-19-1, Appendix A, Article III (F) of City Code and Sections 54-51 through 54-58 of City Code, that the City provide the Second Baptist Church with 60 days, through and including January 7, 2018, to bring the former construction area located at 314 Yeates Street, parcel Number 102B-00-323.00. into compliance with City Code, or face any and all potential remedies available to the City under state and / or local law. The motion was seconded by Alderman Walker.

Alderman Carver then thanked all the church members in attendance and what the church has meant to the community over the years. He did state he supported a cleaning of the area as long as any evidence needed for their ongoing court case was not disturbed. Discussion as to the removal of construction materials and trailer followed.

The Board then voted as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. This item will be placed on the January 16, 2018 agenda of the Mayor and Board of Aldermen for a compliance update.

38. CONSIDERATION OF AUTHORIZATION FOR THE CITY ENGINEER TO ADVERTISE FOR ALL CONSTRUCTION PROJECTS, CONSTRUCTION RELATED MATERIALS, CONSTRUCTION RELATED QUOTES, AND CONSULTANT RFPS, AS NEEDED FOR THE FOUR-YEAR CAPITAL IMPROVEMENT PROJECTS WITHIN THE BUDGETS PREVIOUSLY ALLOCATED AND APPROVED BY THE STARKVILLE BOARD OF ALDERMEN AND IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES; AND AUTHORIZATION FOR THE MAYOR TO NEGOTIATE AND

EXECUTE ALL CONSTRUCTION AND CONSULTANT CONTRACTS WITH FIRMS OR COMPANIES LISTED BELOW AND ACCEPT CONSTRUCTION MATERIALS QUOTES, AS NEEDED, FOR THE FOUR-YEAR IMPROVEMENT PROJECTS WHICH ARE LESS THAN \$50,000 IN ACCORDANCE WITH MS STATE PROCUREMENT PROCESSES AND AS REVIEWED AND APPROVED BY THE CITY ATTORNEY.

A motion was offered by Alderman Perkins to approve the City Engineer to advertise all construction projects, materials, quotes, and consultant RFPs as needed for the City's four-year capital improvement projects ("the Projects") within the budgets previously allocated and approved by the Starkville Board of Aldermen and in strict compliance with Miss. Code Ann. § 31-7-13; that the Mayor be authorized as purchasing agent for the City on the Projects pursuant to § 31-7-13(b) and that she be able to negotiate and execute all construction and consultant contracts, as reviewed and approved by the City Attorney, and accept the lowest and best bids or construction material quotes for the Projects that are less than \$50,000; and that all items over \$50,000 be brought before the Board of Aldermen for its sole consideration, as well as any recommendations by the Mayor for items under \$50,000 to accept the "best quote" which is not the lowest quote and that the contracts shall be presented to the Board of Aldermen for memorialization in the official minutes. The City Attorney opined that this process would be proper because, if the motion is approved, the Board would be specifically authorizing the Mayor to perform these functions consistent with the terms of the motion. The motion was duly seconded by Alderman Sistrunk, 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: Nay
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

39. CONSIDERATION TO PURCHASE EQUIPMENT AND SERVICES FOR SEDC'S METER DATA MANAGEMENT SYSTEM (MDM) AS PART OF AN ONGOING INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS.

Upon the motion of Alderman Little to remove this item from the agenda pending separate quotes be obtained, duly seconded by Alderman Walker, 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.

40. CONSIDERATION TO PURCHASE THE FINAL EQUIPMENT NEEDED TO COMPLETE CONVERSION TO SEDC'S MULTI-SERVICE PLATFORM.

Upon the motion of Alderman Little to remove this item from the agenda pending separate quotes be obtained, duly seconded by Alderman Walker, the Board voted as follows:

Alderman Ben Carver	Voted: Yea
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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.

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, seconded by Alderman Perkins, 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.

42. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF THE SPECIFIC JOB PERFORMANCE OF AN EMPLOYEE IN THE CODE ENFORCEMENT DEPARTMENT.

Alderman Miller offered a motion to enter Executive Session for the purpose of discussion of the specific job performance of an employee in the Code Enforcement 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 discussion of the specific job performance of an employee in the Code Enforcement Department on a finding that the proposed topic qualified for Executive Session.

At this time the Board entered Executive Session.

43. A MOTION TO RETURN TO OPEN SESSION.

Upon the motion of Alderman Vaughn, 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 no action in Executive Session.

44. MOTION TO RECESS UNTIL NOVEMBER 21, 2017 @ 5:30 IN THE COURT ROOM AT CITY HALL LOCATED AT 110 WEST MAIN STREET.

Upon the motion of Alderman Little, duly seconded by Alderman Vaughn, for the Board of Aldermen to recess the meeting until November 21, 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

(SEAL)

Attest:

LESA HARDIN, CITY CLERK



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

AGENDA ITEM: MINUTES
AGENDA DATE: 12-5-17
PAGE: 1 of several

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

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
November 17, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Work Session on November 17, 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 Roy A'. Perkins. Aldermen Ben Carver and Henry Vaughn, Sr. 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.

Mike Slaughter of Slaughter and Associates presented a proposed annexation study area. The consultants discussed several proposed areas to consider annexation of by the City. A large map was left with the City for review by anyone interested.

Mayor Spruill presented a bollard plan for City of Starkville areas for special events and weekend activities. The Board determined that the plan should be fine-tuned and presented for consideration during its meeting on December 5, 2017.

The Mayor and Alderman Walker discussed with the Board a proposed tactical urbanism project for University Drive. Several examples were presented on the Smart display board.

During the work session, the Mayor and Board discussed items on the upcoming November 21, 2017 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, NOVEMBER 17, 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.



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Volunteer Starkville, Successes & Accomplishments FY2017, 3rd & 4th Quarters Starkville Board of Alderman ~ Tuesday, December 5, 2017

VS Events (June 2017 – October 2017)

Healthier You Summer Program ~ June & July 2017

What: The primary goal of this camp is to teach youth and adults from low income families about the benefits of eating healthy and how to purchase produce at the local food market using WIC/SNAP vouchers. It was aimed to introduce various ways to cook and store produce that you can purchase at the market for a healthier lifestyle. Overall, we served 57 children (ages 4-12) from Ms. Smith's Educational Services.

When & Where: Our 2017 "Healthier You" Program classes were held June 5th, June 28th, July 10th, & July 19th at the J.L. King Center and June 13th & July 17th at Ms. Smith's Educational Services.

Results: 35 volunteers ~ 280 service hours ~ 57 children served overall

Mentoring Matters ~ Community Mentor Training ~ August 31, 2017

What: Volunteer Starkville hosted a Mentoring Matters Training and Mentor Match on Thursday, August 31, 2017 at the Greater Starkville Development Partnership to provide training on how to be a good mentor and then match each participant to a mentoring program aligning with his/her interests. This mentor training featured four local mentor experts (David May, Mississippi State University; Candace Williams, Life Coach; Santee Johnson, Mississippi University for Women; Meggan Franks, Maroon Volunteer Center) who covered a wide range of mentoring topics during their presentations.

Results: 19 volunteers ~ 38 service/training hours

First Responders Appreciation Day ~ 9/11 Day of Service ~ September 2017

What: Volunteer Starkville and the Maroon Volunteer partnered & coordinated 2 service projects/events to engage the local community for the 9/11 Day of Service.

- ***Story Time with Local Heroes ~ 9-13-2017***

3 Volunteers ~ 3 Service Hours ~ 30 Community Participants Engaged

First Responder Volunteers from the Starkville Fire Department and the Starkville Police Department read first responder related books to children (30 participants) at the Starkville Public Library. Afterwards, the children from Emerson Preschool were able to ask questions.

- ***First Responder Postcard Service Project ~ September 2017***

480 Volunteers ~ 240 Service Hours ~ 480 Community Participants Engaged

Volunteer Starkville partnered with Ward Stewart Elementary's Art Program for our First Responder Postcard Service Project to engage youth in service. Each child colored a custom postcard for a local first responder and wrote a message of thanks. Every first responder in Oktibbeha County received a custom postcard during September thanking them for their service.

Results: 2 Service Projects/Events~483 Volunteers~243 Volunteer Hours~510 Comm. Participants



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Make a Difference Day ~ October 27, 2017

What: Make A Difference Day is the most encompassing national day of helping others – a celebration of neighbors helping neighbors. Volunteer Starkville and the Maroon Volunteer partnered & coordinated 3 service projects/events to engage the local community for MADD.

- ***J.L. King Park Beautification ~ 10-27-2017***

17 Volunteers ~ 51 Service Hours

- Volunteer Starkville and the Maroon Volunteer Center partnered to host a park beautification service project at J.L. King Park in Starkville, MS. Volunteers raked and bagged leaves (a total of 20 bags), removed trash from areas around the park, and generally prepared the park site for the Hail-Oween Festival the next day.

- ***Habitat for Humanity ~ 10-27-17 & 10-28-17***

28 Volunteers ~ 112 Service Hours

- The Habitat for Humanity Maroon Edition Home had 4 shifts over the Make a Difference Day and weekend. Volunteers helped to build the home and worked on clean up around the site.

- ***Odd Fellow Cemetery Beautification ~ 10-28-2017***

8 Volunteers ~ 24 Service Hours

- Volunteer Starkville and the Maroon Volunteer Center partnered to host a cemetery beautification service project at Odd Fellow Cemetery in Starkville, MS. Volunteers raked and bagged leaves, removed faded flowers from graves, pick up trash and piled up sticks and other debris near the cemetery's burn pile.

Results: 53 Volunteers ~ 187 Service Hours

Nonprofit Trainings (June 2017 – October 2017)

Media Mania Infused ~ Media Training ~ June 29, 2017

What: Volunteer Starkville and Volunteer Columbus hosted a training seminar on June 29, 2017 for 50 nonprofit representatives on the best practices for marketing programs and events in print, broadcast, and social media. This media training featured six local media experts (Emily Mabry, Sparrow Ink Design; Steve Rogers; Peter Imes, The Commercial Dispatch; Bill Thurlow, Lazer 96.1 WLZA; Tyler Wheat, MUW University Relations; Brennan Dockery, WCBI.) who covered a wide range of media topics during their presentations.

Results: 27 Nonprofit Participants ~ 145 Training Hours

Volunteer Management Training Series

What: Volunteer Starkville partnered with Dr. Laura Greenhaw and Dr. Marina Denny the Department of Human Sciences at Mississippi State University to train nonprofit participants on how to effectively manage volunteers. We had 2 of these trainings during our Quarter 1 & 2. We had the last 2 trainings of the series during our Quarter 3 & 4.

- ***Keeping the Right People on Your Nonprofit Bus***

12 Nonprofit Participants ~ 24 Training Hours

- Nonprofit participants learned how to recognize and evaluate volunteers with their nonprofit.

- ***Tips & Tricks for Tackling Taboos at Your Nonprofit***

9 Nonprofit Participants ~ 18 Training Hours



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- Nonprofit participants learned how to handle difficult situations that may arise when dealing with volunteers.

Results: 2 Training Sessions~ 21 Nonprofit Participants~ 42 Training Hours

FY 2014 – FY 2017: People Served & Engaged by Volunteer Starkville

Data Category	FY 2014	FY 2015	FY2016	FY2017
# of Nonprofit Partners Served by VS	128	155	177	206
# of Volunteer Opportunities on VS Website	251	148	247	283
# of Volunteers Engaged by VS	2,385	3,172	3,595	5,516
# Volunteers Engaged by VS Nonprofit Partners	18,553	23,386	27,741	22,712
# Hours Served by Volunteers Engaged by VS & Nonprofit Partners	117,639.5	165,120	201,035	162,777
# Vols Engaged on Nat. Days of Service	1,636	2,738	4,696	5,463
# Volunteers Recognized by VS	1,101	1,978	827	--
# Nonprofits in VS Volunteer MGT & Capacity Building Trainings	95	111	151	446
# Nonprofit Training Hours in VS Volunteer MGT & Capacity Building Trainings	197	156.5	226.5	690.5

*-- indicates that we have not yet had our recognition banquet for our Nonprofits and Volunteers for 2017



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

AGENDA ITEM DEPT.: Mayor's Business
AGENDA DATE: December 5, 2017
PAGE: Page 1 of several

SUBJECT:

Second 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 first public hearing with the Board of Aldermen was held on November 21, 2017. The second public hearing was noticed in the legal ad section of the Starkville Daily News on November 20, 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.

Abandoned and/or Obsolete Sign: Means a sign in such a state of disrepair so as to be considered an unsightly nuisance, a sign which no longer serves any useful purpose for the owner or the advertiser thereon, or a sign that contains obsolete advertising or no advertising matter for a period of one hundred and eighty (180) days.

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 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 be 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 displays 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 publicly-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. - Outdoor advertising sign (billboards).

- 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. Removal: 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.
- H. Abandonment: A billboard that, upon recommendation of the Community Development Department and approval of the Starkville Board of Aldermen, is determined to be Abandoned and/or Obsolete, as defined in Sec. C- Definitions above, 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 at the owner(s) sole expense with no compensation from the City.
 - 1. An "Available for Lease" or similar message that concerns the availability of the sign itself does not constitute advertising matter. A sign with such a message will be treated as an obsolete sign.
 - 2. A sign whose message has been partially obliterated by the owner so as not to identify a particular product, service or facility is considered to be an obsolete sign.
- I. Annexation: 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.
- J. 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.
- K. 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.
- L. 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. If the petition is approved by the Board of Aldermen, then any such approved sign shall become a legal conforming sign.
- M. Permitting: All billboards erected or relocated by approval of a petition shall be permitted by the Community Development Department. A fee established by the Board of Aldermen shall be paid for each permit issued. The owner or operator of such sign must furnish acceptable proof of the sign's cost in the form of construction cost and/or bill of sale including installation cost. Any permit granted hereunder shall in no way create any rights not heretofore available to the owner of any billboard.

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 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 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. df
- H. 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 municipal court shall be the 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.

- A. The City of Starkville's Board of Adjustments and Appeals shall review any variance requests regarding the dimensional requirements of this article 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 Planning and Zoning Commission shall review any 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 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)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 5, 2017
PAGE: Page 1 of 35

SUBJECT:

Discussion and Consideration of an Appeal of the denial of RZ 17-06 a request to Rezone 2 lots located at 2003 and 2005 Hickory Street from R-1 to C-2 with the parcel numbers 102F-00-048.00 and 102F-00-047.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicants are seeking to rezone two lots from R-1 Single Family to C-2 General Business based on changed or changing conditions in the existing area and public need. Development plans for the property are unknown to City Staff at this time. On November 14, 2017, the Planning and Zoning Commission voted 5 to 1 to deny the request for the rezoning citing lack of change.

30 property owners of record within 300 feet of the subject property were notified directly by mail of the requested appeal. A public hearing notice for the appeal was published in the Starkville Daily News November 17, 2017. A rezoning sign has been posted on the property 15 or more days prior to the hearing. As of this date, the Planning Office has received six phone calls, two in office visits, and seven letters against the original request. The Planning Office has also received 2 phone calls inquiring about the request. The Planning Office has received one letter in support of the request.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119
Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
 CITY HALL, 110 WEST MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
 Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: RZ 17-06 Request to Rezone 2 lots located at 2003 and 2005 Hickory Street from R-1 to C-2 with the parcel numbers 102F-00-048.00 and 102F-00-047.00
Date: November 14, 2017

The purpose of this report is to provide information regarding the request by Mitchener Rentals, LLC and Danielle V. Kelly to rezone 2 lots located at 2003 and 2005 Hickory Street from R-1 Single Family to C-2 General Business with the property #102F-00-048.00 and 102F-00-047.00. Please see attachments 1- 8.

BACKGROUND INFORMATION:

The applicant is seeking to rezone from R-1 Single Family to C-2 General Business based on changed or changing conditions in the existing area, or in the planning area generally, that make the change in the ordinance necessary & desirable, & in accord with the public need for orderly & harmonious growth. Development plans for the property are unknown to City Staff at this time. The applicant previously was set to appear before the Planning and Zoning Commission on August 8, 2017. The applicant requested that the item be removed from consideration at that scheduled public hearing.

Zoning Change Subject Property				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
102F-00-048.00	R-1	R-1	R-1	R-1
102F-00-047.00				
Zoning Change Adjacent Properties				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-1	R-1	R-1	R-1
East	M-1	C-2	C-2	C-2
South	M-1	M-1	M-1	M-1
West	R-1	R-1	R-1	R-1
Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	R-1	Single Family Residence		
East	C-2	C Store and Vehicular Service		
South	M-1	501 Business Center		
West	R-1	Single Family Residence		

NOTIFICATION:

30 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News October 5, 2017 and a placard was posted on the property 15 or more days prior to the hearing. As of this date, the Planning Office has received six phone calls, two in office visits, and five letters against the request. The Planning Office has also received 2 phone calls inquiring about the request. The Planning Office has received one letter in support of the request. This includes all correspondence from the previous submittal.

REZONING REQUEST:

The subject property rezoning request is from R-1 Single Family to C-2 General Business. The Differences between zones are:

Current Zoning District:***Sec. C. - R-1 residence zoning district regulations.***

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a) Minimum lot area: 10,000 square feet.
 - b) Minimum lot width at the building line: 75 feet.
 - c) Minimum depth of front yard: 30 feet.
 - d) Minimum depth of rear yard: 35 feet.
 - e) Minimum width of each side yard: Ten feet.
 - f) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

Proposed Zoning District:***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.*
 - d) 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)

Permitted and Conditional Uses:

The following uses are permitted by right in the C-2 zoning district:

1. Accessory dwelling unit
2. Assisted Living Facility
3. Bed & Breakfast Inn
4. Boarding/Rooming House
5. Dormitory
6. Personal Care/Group Home
7. Child Care
8. Government Facilities
9. Institutional and Health Care Facilities
10. Parks & Recreation, Active
11. Parks & Recreation, Passive
12. Public Spaces
13. Transportation
14. Utilities
15. Business Offices
16. Conference/Convention Center
17. Eating & Drinking Establishments
18. Funeral Home
19. General Retail & Services
20. Personal Services
21. Recreation and Entertainment, Indoor
22. Vehicular Sales & Service
23. Visitor Accommodations & Services
24. Trades & Skilled Services
25. Warehousing & Distribution
26. Wholesale Services

The following uses are allowed by conditional use in the C-2 zoning district:

1. Dwelling, live/work
2. Dwelling, single family, detached
3. Dwelling, multi-family
4. Dwelling, 3 & 4-family
5. Dwelling, 2-family
6. Fraternity/Sorority House
7. Manufactured Home
8. Community Services
9. Education Facilities
10. Places of Worship
11. Wireless Communication Towers
12. Car Title Loan, Payday Advance or Loan Business
13. Parking Lots & Garages

- 14. Recreation and Entertainment, Outdoor
- 15. Manufacturing, light
- 16. Farm Support

STATE REZONING CRITERIA

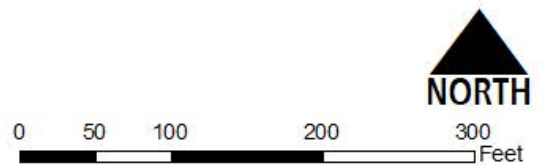
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - No Error
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.
 - New or Expanded commercial developments west of Louisville Street along Highway 12 (unless noted dates shown are for site plan approval not opening date)
 - AT&T Retail Store- 2011
 - Cellular South- 2011
 - Tractor Supply- 2011
 - Barnes Crossing Auto Sales- 2014
 - Dollar Tree- 2014
 - Kroger- Expanded in 2014
 - Panda Express- 2014
 - Academy Sports- Opened in 2017

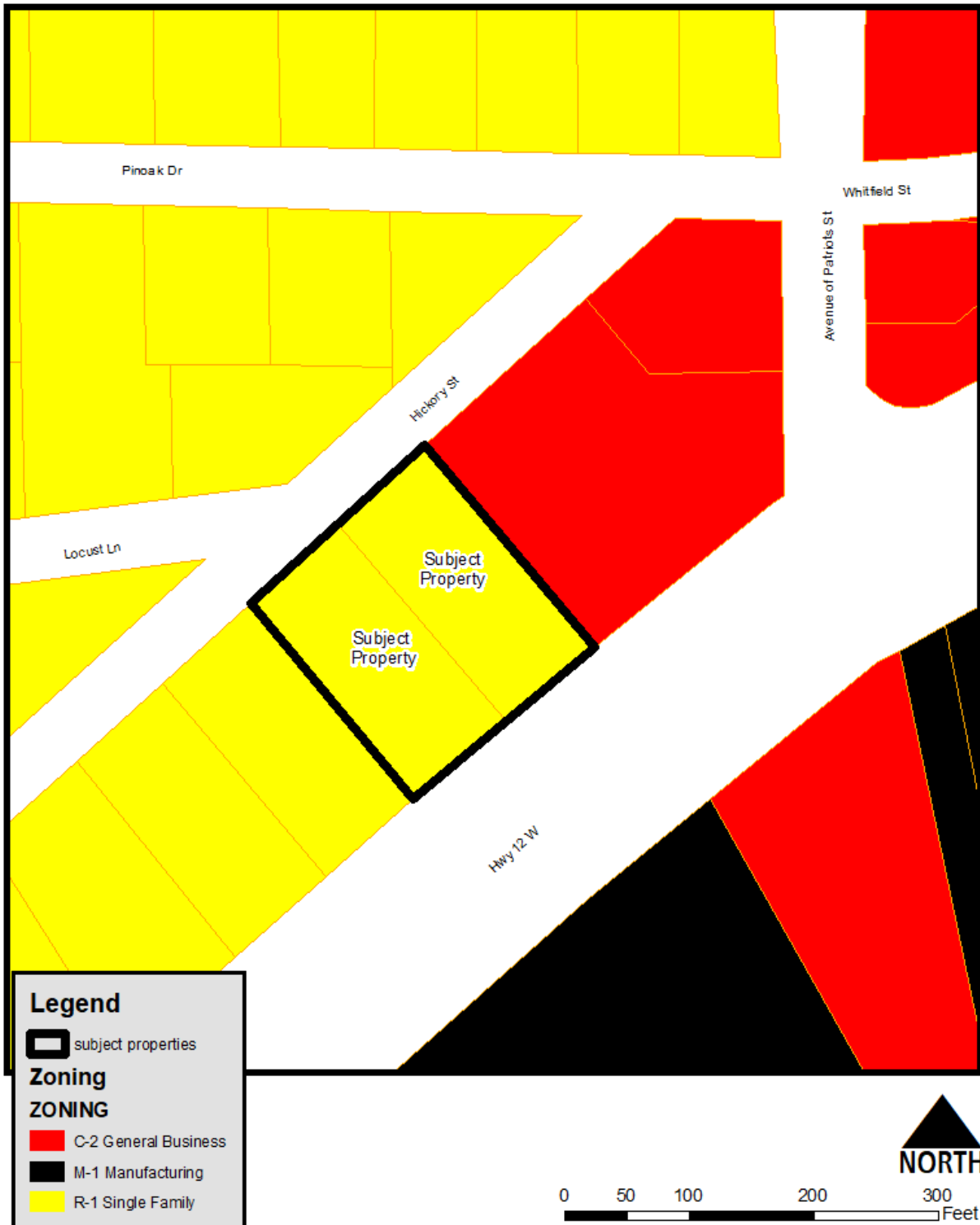
Consistency with Comprehensive Plan: The proposed rezoning would generally be not consistent with the goals, objectives and policies found in the City's Comprehensive Plan. The property's place type is shown as "Suburban Single Family".

Land Use Compatibility: The proposed rezoning would be compatible with property to the east, but not compatible with property to the west and north.

Attachment 1
RZ 17-06 Aerial



Attachment 2
RZ 17-06 Zoning



Attachment 3- Letters Against the Request

As Revised by P&Z

514 Chestnut Dr.
Starkville, MS 39759

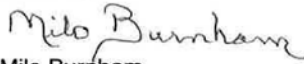
Emily Corban
Assistant City Planner, City Hall
110 West Main St.
Starkville, MS 39759

July 26, 2017

Dear Emily,

I writing in regard to the application for rezoning of the two properties located at 2003 and 2005 Hickory Street, Green Oaks. It is my understanding that the request for rezoning is to go from an R-1 classification to a C-2 classification. I am totally against the city approving such a request. Green Oaks is a stable residential neighborhood that existed before I moved to Starkville 47 years ago. As I recall the service station on the corner existed at the time. I'm not sure of the other automotive business. There have been some changes at the entrance to the neighborhood. While there has always been a restaurant on the corner, a city park replaced an automotive junk yard. For the most part the residential area has been stable, and property use changes such as Highway 12 widening, should not support the zoning changes requested. While the application is for just two residential properties, to grant the rezoning request would open the other five residential properties on the south side of Hickory Street to a domino effect of rezoning requests leading to what can only be seen as a further deterioration of the neighborhood. Once started, how do you stop neighborhood destruction? If rezoning is granted and these properties are commercially developed it will necessitate more entry/exit cuts in the curbing along Highway 12, which I hope is something MDOT would not readily approve in light of the redevelopment currently under way. We should appreciate the green space provided by these residential properties along such a heavily travelled thoroughfare.

Sincerely,


Milo Burnham

2013 Hickory Street
Starkville, MS 39759

Emily Corban
Assistant City Planner, City Hall
110 West Main St.
Starkville, MS 39759

August 4, 2017

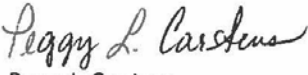
Dear Ms. Corban,

I am writing in regards to the application for rezoning of the two properties located at 2003 and 2005 Hickory Street, Green Oaks. It is my understanding that the request for rezoning is to go from an R-1 classification to a C-2 classification.

I am a homeowner/resident on Hickory Street and I am totally against the city approving such a request, as this would not be consistent or compatible with adjoining/surrounding property. Additionally, if the request to rezone these two properties is granted, it will open my property up to similar rezoning requests. I plan to stay right where I am, in a neighborhood known for being a stable residential area.

I appreciate your consideration of my opposition to the rezoning request.

Sincerely,


Peggy L. Carstens

Emily Corban

From: Buddy Sanders <b.sanders@cityofstarkville.org>
Sent: Friday, August 04, 2017 11:42 AM
To: 'THOS H LOFTIN'
Cc: d.havelin@cityofstarkville.org; 'Emily Corban'
Subject: RE: Rezoning Green Oaks

Mrs. Loftin:

Thank you for your communication regarding rezoning case number RZ 17-06.

Daniel and Emily:

Please print and place a copy of Mrs. Loftin's e-mail at the table for each on the Planning and Zoning Commission members chairs.

Regards,

Buddy Sanders, Community Development Director
City of Starkville
110 West Main Street
Starkville, MS 39759

Voice: (662) 323-2525, Ext. 3119
Cell: (662) 769-7577
Fax: (662) 323-4143

From: THOS H LOFTIN [mailto:jujupt@bellsouth.net]
Sent: Thursday, August 03, 2017 4:35 PM
To: b.sanders@cityofstarkville.org
Subject: Rezoning Green Oaks

It seems I have missed something in this zest for the city to Rezone parts of Green Oaks. Just because we are not one of the most "affluent" neighborhoods in Starkville we do have our priorities and having commercial business in our area is simply not one of them. We are a fairly quite neighborhood and do not seem to have any more problems than the other subdivisions. We have enough noise and traffic without having to tolerate more business. It seems you only want, possibly, two spots now but later you will begin to want or add more spots and will not need permission if you get what you want now. LEAVE US ALONE. We do not need the city intruding on our subdivision.

Mrs. Julia Loftin
2704 Redbud Drive

August 6, 2017

Planning and Zoning Commission,
Ladies and Gentlemen,

My name is Chuck Scarborough and I live at 2305 MacArthur Drive. I am also the president of The Green Oaks Homeowners Association. I hereby protest the rezoning of two adjacent lots in Green Oaks, namely 2003 and 2006 Hickory St.

There is absolutely no good reason to rezone lots from residential to commercial as there has been no recent change in the character of the neighborhood. If these lots are rezoned, then why not the other close by lots also, etc. This process could continue until the entire subdivision is rezoned which would destroy the subdivision as a residential area and impact the ambiance and quality of life in the subdivision bringing in more traffic, noise, air pollution, trash, etc. The increased traffic also creates a safety issue for our children. It does not take the gift of a prophet to see where this rezoning will lead. It is also clear that the property in Green Oaks would be more valuable if it were zoned commercial, but we would pay for it by having a lower quality of life as well as the expense of moving.

This presents the following problem for me: I will be putting on a new roof, and I also must have some foundation work done on my house. If my lot is going to be zoned commercial, then this expenditure would be wasted. Am I to live in a house needing these repairs until my lot is rezoned?

Rezoning the Hickory St. lots gives the present owners an unjust profit and/or gives them an unjust enrichment paid for by the other residents of Green Oaks in terms of quality of life. No useful artifact, no good or service, no entertainment, etc. will have been produced by this rezoning.

I have lived in Green Oaks since 1966. This is my home, I raised my children here. I want to preserve Green Oaks as a residential subdivision.

Thus, I request the Planning and Zoning Commission to deny the request for rezoning.

Sincerely,

C. T. Scarborough

662-323-7720, 662-418-1040

August 7, 2017

To Planning and Zoning Committee:

I Helen Tollison object to the rezoning of property (from Residential to Commercial) on Hickory Street,
in Green Oaks Subdivision.

Helen Tollison

Helen Tollison
2001 Locust Lane
Starkville, MS 39759

Abigail Good
2009 Hickory Street
Starkville, MS 39759
November 27, 2017

Emily Corban
Assistant City Planner, City Hall
110 West Main St.
Starkville, MS 39759

Dear Ms. Corban:

I am writing in regards to the application for rezoning of the two properties located at 2003 and 2005 Hickory Street, Green Oaks. It is my understanding that the request for rezoning is to go from an R-1 classification to a C-2 classification. I am a homeowner/resident on Hickory Street adjacent to these two properties and I am against the city approving this request.

I attended the hearing on November 14th and heard the concessions that would be made for the residents of Green Oaks. Despite these concessions, I continue to be against this proposal. My home would not have the protection of a wall or fence that was mentioned for the back of the property. My concerns are the light, sound, and smell pollution that would become a problem in my home and backyard. The increased amount of people in the area would also become a concern for safety and noise. These things considered, I believe it would be a detriment to the neighborhood to have these properties rezoned. There are multiple properties for sale on Highway 12 that would be available in prime locations for businesses.

I appreciate your consideration of my opposition to the rezoning request.

Sincerely,



Abigail Good

Emily Corban
Assistant City Planner, City Hall
110 West Main St.
Starkville, MS 39759

November 25, 2017

Dear Emily,

I am writing to you about the application for the rezoning of the two properties located at 2003 and 2005 Hickory Street in Green Oaks neighborhood. I am completely against the city approving this request. I have been a resident of this neighborhood community since 1979 and my husband has been since 1977. Green Oaks is a well-established, historic middle income, affordable housing family neighborhood. If you build businesses on Hickory Street next to residential homes, you bring down the value and quality of life for the residents of the homes on this street. Hickory Street will become a commercial area instead of a residential one. The comforts that the residents of Green Oaks have become accustomed to will be erased by the inclusion of a commercial area. Noise, excess traffic, etc. will disrupt the peaceful atmosphere that Green Oaks has provided for many years to the city of Starkville. Why not expand commercial areas outward towards the bypass? Instead of bringing commercial areas inward and disrupting the quality of life for the residential areas of Starkville, expand Starkville's commercial areas to the bypass where there is more room for businesses to be built. I believe a more important attribute to this neighborhood would be the inclusion of speed bumps on Hickory Street. The residents of this neighborhood are no longer able to turn left when getting onto the highway off of Aspen and Maple Drive. Incoming traffic onto Hickory Street has been on the rise since the new additions have been included on the highway. Speed bumps would be a more valuable investment to these residents than a commercial area. How would it affect you if you these changes were potentially going to be made to your residential neighborhood? I ask you to take this question into consideration when making your final decision on the rezoning of Green Oaks.

Thank you for your concern of my opposition to the rezoning request.

Sincerely,
Olivia Collier Jacks

2011 Hickory St.
Starkville, MS 39759

Attachment 4- Letter for the request

November 10, 2017

Mr. Daniel Havelin
City Planner
110 W. Main Street
Starkville, MS 39759

Re: Support for Proposed Rezoning of
Property on Hickory Street, Green Oaks

Dear Mr. Havelin,

I am the member/manager of Aspen Road, LLC, which owns two adjacent parcels in Green Oaks subdivision that back to Highway 12, located at 2015 Hickory Street and 706 Aspen Road.

I understand that an application to rezone two lots on Hickory Street at the opposite end of the block has been submitted, and that a hearing to consider the proposal is scheduled for next week. I will be unable to attend the meeting, as I live in another state.

The purpose of this letter is to support the request for rezoning.

It is my understanding that this one-block strip of property on Hickory Street is the only property fronting Highway 12 between Walmart and the University that is not already zoned for commercial use. I have been expecting this strip to be rezoned to conform to the existing commercial zoning all along Highway 12 for some time now, and quite frankly, am surprised it has not happened before now.

I have been informed that there is opposition from some residents of Green Oaks to this change, citing potential detrimental effects on the neighborhood. However, there is already a six-block long strip of property on Maple Drive that has backed to commercial property for many years, likely from the time the subdivision was first laid out. I am not aware of any detrimental effects on the neighborhood caused thereby. I do not believe the proposed change in zoning on the one-block length of Hickory Street would result in detrimental effects on the neighborhood either.

Any perceived detrimental effect could be easily mitigated by two steps:

- 1) construction of a fence, or preferably a block wall, with attractive landscaping along Hickory Street, and
- 2) by preventing access to Hickory Street from any commercial establishment fronting on Highway 12, as is already the case for

the gas station located at the corner of Highway 12 and Avenue of Patriots, immediately adjacent to the two parcels that are proposed for rezoning.

As you probably know, that one-block length of Hickory Street is currently used as a public thoroughfare by people traveling from Whitfield Street to Highway 12, which has resulted in increased traffic in the neighborhood, traveling at increased speeds and endangering residents. Eliminating the residential traffic going to and from those eight lots along Hickory Street, and eliminating the residential use of those lots, would result in reduction of the potential for traffic accidents on Hickory, as there is only one lot on the north side of Hickory Street which depends on access from Hickory Street. It is located at the corner of Aspen and Hickory and the city could re-orient its driveway to the Aspen Road side.

In fact, if all eight of those lots along Hickory were eventually transitioned to commercial use, accessed from Highway 12, then Hickory Street could be closed from Locust Lane to Aspen Road (a space of ½ block), or even the full one-block length of Hickory from Pin Oak to Aspen, and thereby eliminate the use of Hickory as a public thoroughfare by speeding traffic which endangers residents. The City could transform the area currently occupied by Hickory Street itself into a small park as a buffer between the commercial and residential property.

I see that as a definite positive for the people who live on property adjacent to Hickory Street, as it increases their safety and especially that of children playing in their yards. And thereby a positive effect on the neighborhood as a whole could result from the rezoning of all eight lots on Hickory Street to commercial use, and the closing of Hickory Street.

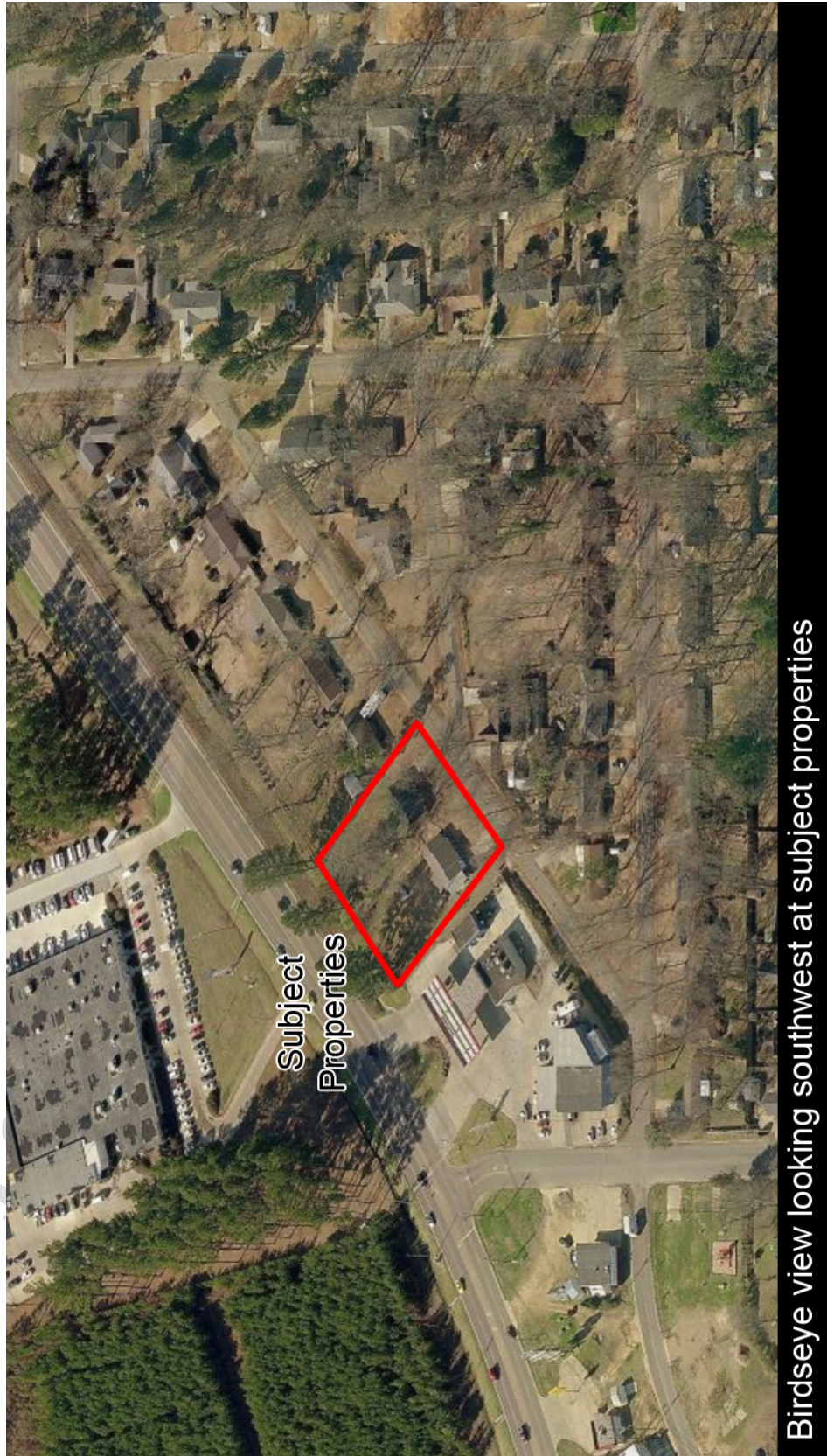
Revising the City Plan to reflect commercial zoning of the eight lots along the south side of Hickory Street, and the closure of Hickory Street and creation of a small park, or buffer zone, on the land currently occupied by the street itself, would render the objections of residents of other areas of Green Oaks far less compelling.

For these reasons, I support the proposal for rezoning on Hickory Street.

Thank you for your consideration.

Sincerely,

Janet Pearson
Member/Manager
Aspen Road, LLC



Birdseye view looking southwest at subject properties

Attachment 6



View looking south at front of subject properties

Attachment 7



View looking north at rear of subject properties

MOORE LAW OFFICE

JOHN STUART MOORE
ATTORNEY AT LAW

108 S. LAFAYETTE
POST OFFICE BOX 924
STARKVILLE, MS 39760-0924

MOLLY MALLOY JACKSON
ATTORNEY AT LAW

(662) 323-3784
(662) 323-7740
FAX (662) 324-2262

November 4, 2017

Buddy Sanders
Community Development Director
City of Starkville
101 East Main Street
Starkville, MS 39759

RE: Rezoning - Lots 38 and 39 of Green Oaks Subdivision , Part II,
of the City of Starkville, Oktibbeha County, Mississippi.

Dear Mr. Sanders:

Background:

The subject property consists of Lots 38 and 39 of Green Oaks Subdivision , Part II, of the City of Starkville, Oktibbeha County, Mississippi. Lot 38 is currently owned by Danielle V. Kelly, and Mitchener Rentals, LLC, owns Lot 39.

The subject property, while being a part of Green Oaks Subdivision, does not currently have any Restrictive Conditions controlling the property owners' use of the lots. Phase II of Green Oaks Subdivision consists of eight (8) lots sandwiched between Mississippi Highway 12 and Hickory Street. On March 20, 2017, a document entitled *Release of Restrictive Covenants* was recorded in Deed Book 2017, at Page 2310 in the office of the Chancery Clerk of Oktibbeha County, Mississippi. This Release was executed by a majority of five (5) of the existing Phase II property owners and removed and released Lots 32 through 39 from said covenants. The Restrictive Covenants that the owners removed were separate and distinct from the other phases in the neighborhood, and contained a uniquely small grouping of lots within its control.

Area:

The subject property consists of two (2) adjacent lots located in Phase II of Green Oaks Subdivision. The lots lie between

Mississippi Highway 12 and Hickory Street. The property is currently zoned R-1. Property to the North is zoned R-1, and is Residential in use. Property to the South is zoned M-1, and is in used for Commercial and Manufacturing purposes. Property to the East is zoned C-2 and is Commercial in use. Property to the West is zoned R-1, and Residential in use.

Rezoning Request:

Danielle V. Kelly, and Mitchener Rentals, LLC, are requesting to rezone the subject property from R-1 (residential) to C-2 (general business) to allow them to develop the subject property to meet the changing needs of the surrounding neighborhood. Under the City of Starkville's Permitted and Conditional Use Chart, a C-2 zoning district would allow Danielle V. Kelly, and Mitchener Rentals, LLC the ability to maximize the potential of the subject property.

According to the City of Starkville's Code of Ordinances, the intent of the C-2 Districts are to be composed of a wide range of commercial goods and services to support community needs. Additionally, C-2 districts are within convenient driving distance of the community.

The differences between C-2 and R-1 zones, according to the City of Starkville's Code of Ordinances, Appendix A, Article VII, Sections C and L are:

R-1: Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - (a) Minimum lot area: 10,000 square feet.
 - (b) Minimum lot width at the building line: 75 feet.
 - (c) Minimum depth of front yard: 30 feet.

- (d) Minimum depth of rear yard: 35 feet.
 - (e) Minimum width of each side yard: Ten feet.
 - (f) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

- C-2: Sec. L. C-2 business (general business) zoning district regulations. These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]
- 1. See chart for uses permitted.
 - 2. See chart for uses which may be permitted as an exception.
 - 3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
 - 4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.
 - 5. Maximum height of building or structures: 45 feet.
 - 6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for

requirements for other uses.

7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.
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.

Rezoning Criteria:

The Official Zoning Map of Starkville may be amended either when there is manifest error in the ordinance and/or if there has been

a change in the conditions of an existing area according to Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A of the City of Starkville's Code of Ordinances. As there has been no error in either the ordinance or zoning map, Danielle V. Kelly, and Mitchener Rentals, LLC, are requesting the rezoning of the subject property based on changed or changing conditions in the existing area, or in the planning area generally, and the increasing need for commercial development along Mississippi Highway 12 within close proximity to community residents that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth, as well as the specific evidence as outlined below.

Zoning changes:

Recent zoning changes in the surrounding area include:

- 2002: The parcel of land where Allen Edward's Body Shop is currently located was rezoned to C-2 (General Business). The parcel is located at the intersection of Highway 12 and Lindberg Boulevard.
- 2005: Part of the Synergetics parcel located directly across Highway 12 from Green Oaks Phase II and the Subject Property was rezoned from M-1 (Manufacturing) to C-2 (General Business).
- 2007: Richard Hewlett received unanimous Board of Aldermen approval after a recommendation from the Planning & Zoning Commission to rezone 20.26 acres at the Southeastern corner of Stark Road and MS Highway 182 West from R-E (Residential Estate) to C-1 (Neighborhood Commercial) based on the changed conditions in the surrounding area.

Changed Conditions and Public Need:

When Green Oaks Subdivision was first developed in 1960, and as it continued to grow and expand until 1973, it was primarily a owner occupied subdivision. The demographics of the subdivision has changed significantly over the years. After a search of the land records of Oktibbeha County, approximately twenty-five percent (25%) of the homes in Green Oaks Subdivision are now used as income

properties, which is evident of a major change in the Subdivision itself.

In a 2015 letter from the CEO of the Greater Starkville Development Partnership, Highway 12 is described as "... a major gateway into our community and to Mississippi State University, and it's the center of commerce in our City." This is evident to anyone who travels along Highway 12 in Starkville. When traveling from the intersection of Spring Street and Highway 12 heading West to the intersection of Stark Road and Highway 12, nearly all of the zoning classifications abutting Highway 12 are designated as C-2 Business zones, with the only exceptions to that classification being the 501 Business Center which is a M-1 (manufacturing) zone, and the eight lots in Phase II of Green Oaks Subdivision where our subject property is located.

The 2016 Starkville Comprehensive Plan identifies that, "Most of Starkville's commercial development is concentrated along the Hwy. 12 corridor." The Highway 12 corridor is a major source of travel and economic commerce for our city, with more vehicles traveling on it per day than elsewhere in Oktibbeha County. Pursuant to Mississippi Department of Transportation Traffic Count Data, roughly 24,000 to 25,000 cars travel on Highway 12 in Starkville every day between Spring Street and Mississippi Highway 25. This is significant because Highway 12 was not the major roadway in 1961 it has grown into today.

It can be argued that the Highway 12 corridor is now the commercial center of Starkville. When Phase II of Green Oaks was developed in 1961, Highway 12 served as the connecting road to the Starkville Municipal Airport, to Sturgis, Mississippi, and was not even paved past where Walmart exists today. The three (3) major grocery stores, shopping and retail stores, and center of commerce were all located in the Downtown / Highway 182 area when Phase II was developed. The 2016 Highway 182 Corridor Redevelopment Plan states that Highway 182 was prominent during the 1950s, 1960s, and 1970s, and has since undergone a "functional change" since the new Highway 82 overtook the regional connectivity function Highway 182 once served. Thus, when Phase II was developed, Highway 12 served as a connective roadway, and not the bustling, major commercial thoroughfare it is today.

Additionally, the impact and changing nature Highway 12 has had on the area around the Subject Property is evidenced by referencing the City of Starkville Zoning Maps. The 1960 - 1970 Zoning Map

shows that the Western edge of the Green Oaks subdivision was the City Limit for Starkville. The 1982 Zoning Map shows a drastic change in the area around Green Oaks Subdivision. The large parcel of land adjacent to the Southern Boarder of Green Oaks Subdivision, and being the only other strip of Residentially zoned land fronting Highway 12 on the 1960 Map, was rezoned to C-2 by 1982. The 2000 Zoning Map further reflects the trend of the properties along Highway 12 being commercially zoned, and extends the commercial zoning along the frontage of Stark Road. By 2013, Phase II of Green Oaks is the only low density area with frontage on Highway 12.

Similarly, there has been significant commercial growth along Highway 12 since Green Oaks Phase II was developed. All of our current major grocery stores, Vowell's Marketplace, Kroger, and Walmart, are located on Highway 12, and regional and national retail stores and restaurants have opened along the thoroughfare including C-Spire, Lowe's, JC Penny, Popeye's, Dollar Tree, Academy Sports, Bancorpsouth Bank, Penn's, Bargain Hunt, Club 24, Advance Auto Parts, Barnes Crossing Auto Sales, Wing Stop, Applebee's, and Panda Express. Highway 12 is now home to numerous local restaurants and retail stores also.

According to the Starkville Consumer-Spending Survey commissioned by the City of Starkville, there is a need for more commercial space in Starkville. Participants in the Survey identified numerous restaurants and stores that they would like to see open in Starkville, including Olive Garden, Long Horn Steakhouse, Red Lobster, Target, Belk, and Best Buy. Rezoning the Subject Property to a C-2 zone will help to meet the need for more centralized commercial space in Starkville, and would allow development that will provide needed services to the area's marketplace.

As stated above, the existing area clearly demonstrates the changing conditions and the increasing need for commercial sites that make the change in the ordinance necessary and desirable. The proposed rezoning of the subject property to a C-2 General Business zone is an attempt to develop the property in accord with the public need for orderly and harmonious growth. The proposed rezoning and use of the subject property has taken into account the residents of the surrounding area, as further outlined below.

Effect on Neighborhood:

In an effort to address any potential concerns of the subject property's residential neighbors, Ms. Kelly and Mr. Mitchener have

given ample consideration to what they can do to ease the transition of the proposed rezoning.

Residents will be buffered from development on the subject property by adequate buffer zones and design standards set forth by the City. Further, Ms. Kelly and Mr. Mitchener agree to consent to self-impose restrictions on the property as follows:

1. Limit ingress and egress to the rezoned parcels from Highway 12 only;
2. Direct lighting for any commercial development in a way so that it does not directly reflect on the residential homes surrounding the subject property; and
3. Require a six (6) foot brick fence be constructed on the property line along Hickory Street.
4. No business that sells exclusively beer or liquor shall be permitted to operate on the Subject Property.

Further, Mrs. Kelly and Mr. Mitchener agree to restrict the permitted uses for the Subject Property to the following four (4) uses only:

1. Business Offices
2. Eating & Drinking Establishments
3. General Retail & Services
4. Personal Services

Ms. Kelly and Mr. Mitchener respect and understand their neighbor's concerns over the Subject Property being rezoned, and feel that the restrictions and conditions as specified above should help to show their neighbors that they are attempting to ease the transition and are keeping the best interests of the neighborhood at the center of their request.

On a more personal level, Mitchener Rentals, LLC, owns four (4) other properties in Green Oaks that are used as rental properties. Due to the fact that whatever development is constructed on the Subject Property will have a direct impact on the other homes owned by Mitchener Rentals, LLC, it is in the LLC's and Mr. Mitchener's best interest to develop the property in a manner that is cohesive with the neighborhood and surrounding area, and in a manner that will increase property values. This point in particular should ease the concerns of current property owners as Mitchener Rentals, LLC, is approaching this rezoning and future development through the eyes of a long term property owner.

Consistency with the Comprehensive Plan:

One of the key findings of the 2016 Starkville Comprehensive Plan is that, "There is a need for higher-quality retail space than exists in the Highway 12 corridor, and space is very limited in the Downtown."

According to the Comprehensive Plan, the Subject Property will fall into a Suburban Area Place Type. Based on the coloring of the maps included in the Comprehensive Plan, Highway 12 is classified as a Suburban Corridor. The Comprehensive Plan states that a Suburban Corridor consists of primarily commercial, particularly retail and dining with drive-thru windows, office, and multi-family land uses. These corridors are of a moderate density and intensity. The rezoning of the Subject Property to C-2 is in accordance with both the Comprehensive Plan's and the City's vision for the area.

Further, the Comprehensive Plan identifies how the City envisions using and developing the area around the Subject Property. According to the Comprehensive Plan, the Subject Property will be surrounded on both sides by a Suburban Center, which consists of primarily commercial land uses, along with offices and multi-family residential land uses.

Thus, the rezoning and Mrs. Kelly's and Mr. Mitchener's proposed development of the subject property fits precisely within the vision of the new Comprehensive Plan.

Economic Effects:

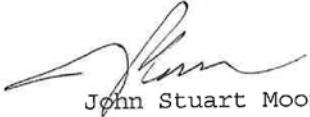
If the subject property is rezoned, it will not only increase in value, but it will help to bring increased revenue, taxes, and jobs for local residents to the City. Further, according to the Starkville Consumer-Spending Survey, approximately seven million dollars (\$7, 000,000.00) is expended outside of Starkville on dining out, and another thirteen million dollars (\$13,000,00.00) is expended outside of Starkville on clothing purchases. If the subject property is rezoned, it will help Starkville capitalize on this lost revenue.

Closing:

Danielle V. Kelly, and Mitchener Rentals, LLC, are requesting that the Subject Property be rezoned from R-1 (residential) to C-2 (general business) to allow them to develop the subject property to meet the changing needs of the surrounding neighborhood. Based on the above information, and further evidence to be presented at the hearing, a change has occurred in the conditions surrounding the existing area. There is a need for commercial sites in the area that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

I am respectfully requesting, on behalf of my client, that Lots 38 and 39 of Green Oaks Subdivision , Part II, of the City of Starkville, Oktibbeha County, Mississippi be rezoned from R-1 Residential, to C-2 General Business.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Stuart Moore", is written over a horizontal line.

John Stuart Moore

GREEN OAKS LOT ANALYSIS

PHASE OF GREEN OAKS SUBDIVISION	LOT NUMBERS WITHIN PHASE	TOTAL NUMBER OF LOTS IN PHASE	PLAT DATE	SLIDE NUMBER
I	# 1 - 31	31	5/14/1960	17
II	# 32 - 39	8	6/-/1961	19
III	# 40 - 71	32	10/2/1961	20
IV	# 72 - 93	22	7/2/1962	22
V	# 94 - 126	33	2/26/1963	23
VI	# 127 - 215	89	7/-/1964	29
VII	# 216 - 234	19	3/-/1966	33
VIII	# 1 - 34		11/21/1966	34
VIII - Revised	# 1 - 42	42	2/15/1968	36
IX	# 1 - 17	17	2/15/1968	36
IX - 1st Addition	# 1 - 19	19	2/15/1969	40
IX - 2nd Addition	# 20 - 23	3	3/13/1974	64
X	# 20 - 29	10	4/1/1971	41
XI	# 30 - 42	13	4/12/1972	50
XII	# 43 - 56	14	10/6/1972	50
XIII	# 57 - 69	13	3/1/1973	56
XIV	# 1 - 12	12	3/12/1973	57
XV - 1st Addition	# 70 - 88	19	7/-/1973	59
XV - 2nd Addition	# 89 - 118	50	7/-/1973	60
Total Lots in Neighborhood		446		

Total Lots in Neighborhood: 446

Number of Green Oaks Lots that
touch C-2 in 2017: 72

Number of Green Oaks Lots that
touch C-2 in 1960: 0

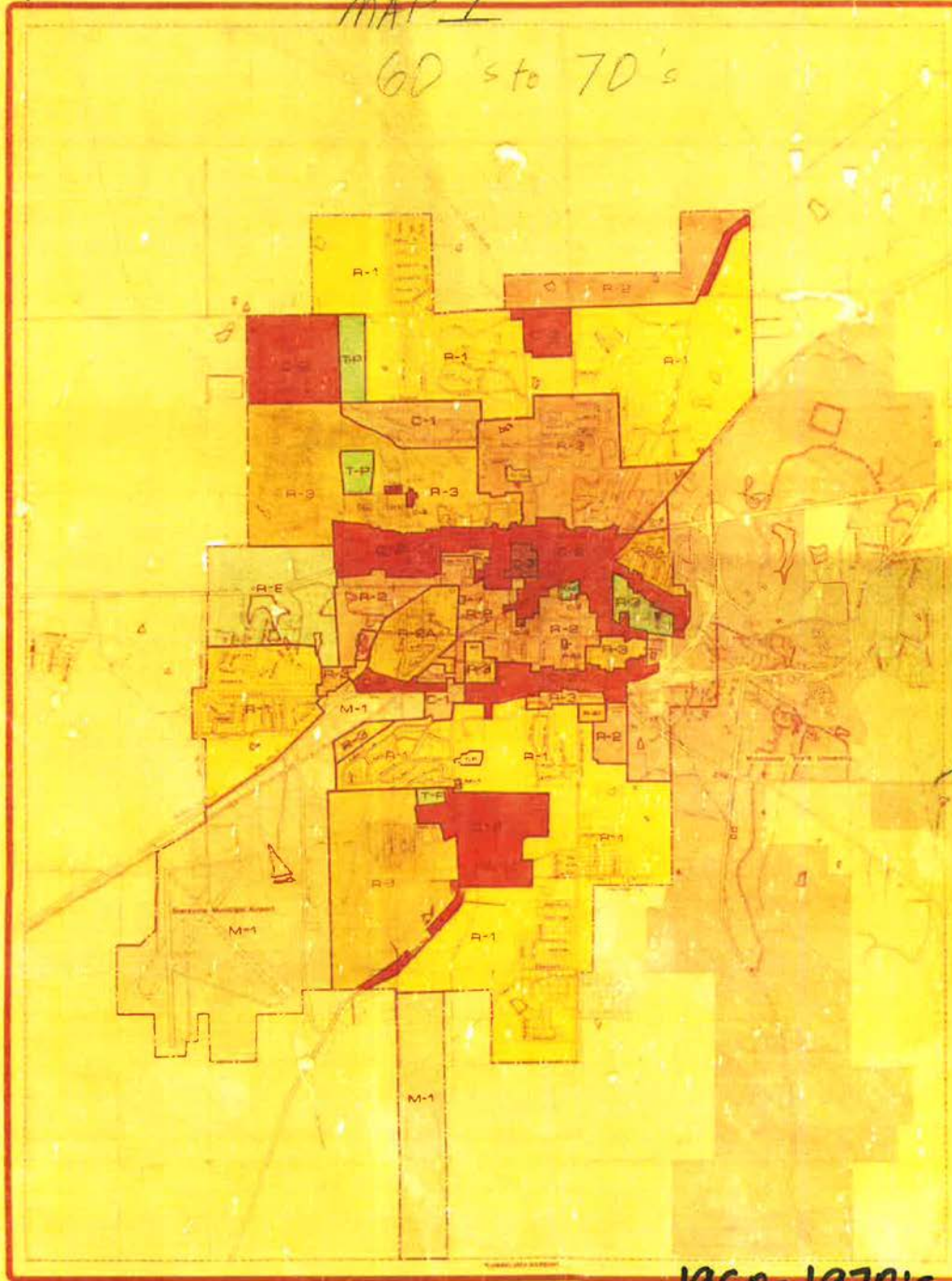
Green Oaks Lot Owners who
voiced opposition at last P&Z
meeting: 6

Non-owner Occupied Lots: 112

Neighborhoods in Starkville that
touch C-2: 14

MAP I

60's to 70's



1960-1970's

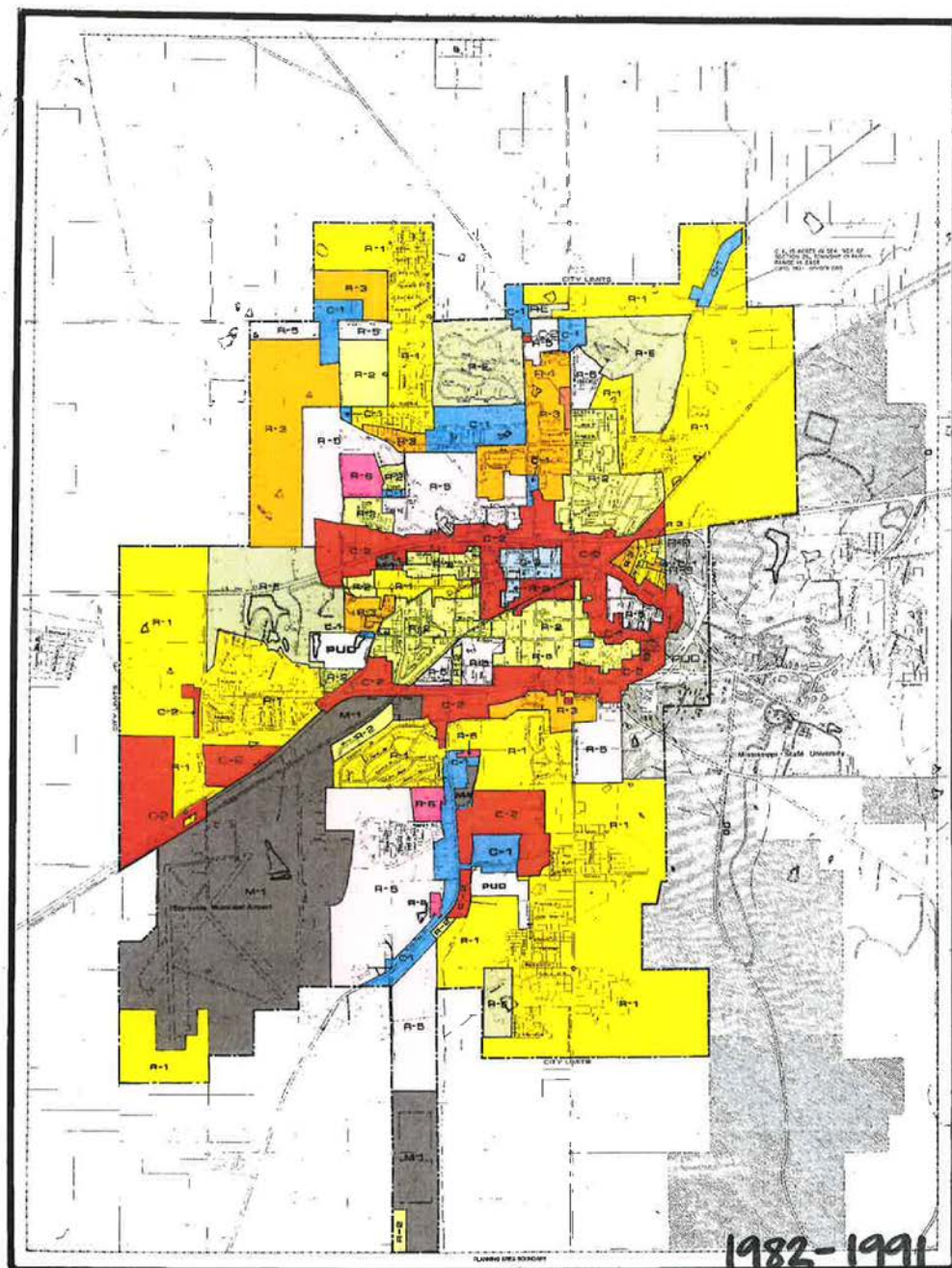
MAP 1
EXISTING ZONING BOUNDARIES

COMPREHENSIVE PLAN FOR THE CITY OF
STARKVILLE, MISSISSIPPI

LEGEND:
SEE TABLE 3



JOSEPH A. GIBSON & ASSOCIATES, INC.
PLANNING, ENGINEERING, ARCHITECTURE



OFFICIAL ZONING DISTRICT MAP OF STARKVILLE, MISSISSIPPI

THIS IS TO CERTIFY THAT THIS OFFICIAL ZONING DISTRICT MAP
SUPERSEDES AND REPLACES THE OFFICIAL ZONING DISTRICT MAP
ADOPTED AS PART OF ORDINANCE NO. 10 OF THE MUNICIPAL CODE OF
STARKVILLE, MISSISSIPPI, ON JANUARY 1, 1982.

SEAL OF THE CITY
STARKVILLE, MISSISSIPPI

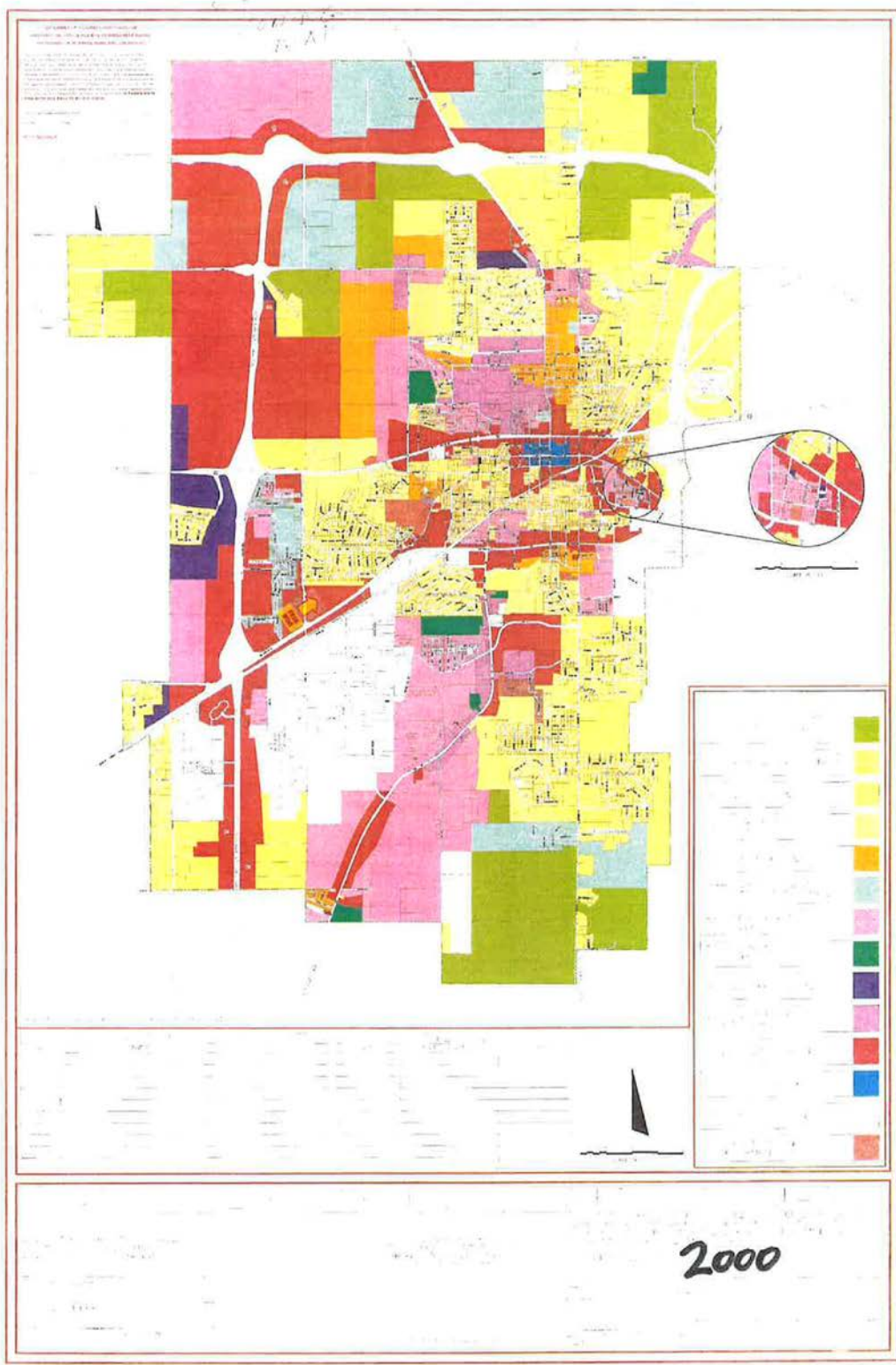
ATTEST: *[Signature]*
CITY CLERK

DATE: *[Signature]*
DATE

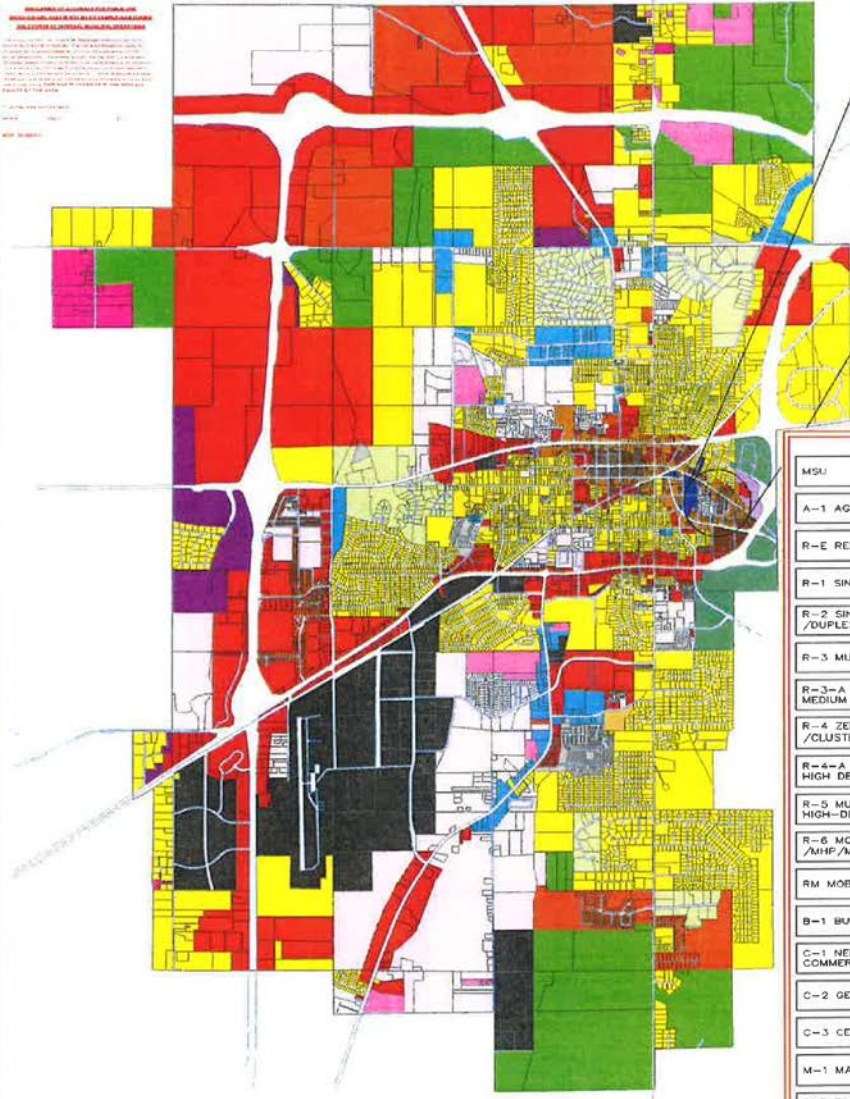
DATE	REVISION	CHANGE
10/1/82	1	ADOPTED
10/1/82	2	ADOPTED
10/1/82	3	ADOPTED
10/1/82	4	ADOPTED
10/1/82	5	ADOPTED
10/1/82	6	ADOPTED
10/1/82	7	ADOPTED
10/1/82	8	ADOPTED
10/1/82	9	ADOPTED
10/1/82	10	ADOPTED
10/1/82	11	ADOPTED
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10/1/82	93	ADOPTED
10/1/82	94	ADOPTED
10/1/82	95	ADOPTED
10/1/82	96	ADOPTED
10/1/82	97	ADOPTED
10/1/82	98	ADOPTED
10/1/82	99	ADOPTED
10/1/82	100	ADOPTED



JOSEPH A. LUSTICK & ASSOCIATES, INC.
REAL ESTATE PLANNING CONSULTANTS



REVISIONS TO ZONING ORDINANCE
REVISIONS TO ZONING ORDINANCE
 The following table lists the revisions to the zoning ordinance that have been made since the last revision. The table includes the date of the revision, the case number, and a description of the change.



LEGEND

MSU	
A-1 AGRICULTURAL	
R-E RESIDENTIAL ESTATE	
R-1 SINGLE FAMILY	
R-2 SINGLE FAMILY / DUPLEX	
R-3 MULTI-FAMILY	
R-3-A SINGLE FAMILY MEDIUM DENSITY	
R-4 ZERO LOT LINE / CLUSTER DEVELOPMENT	
R-4-A SINGLE FAMILY HIGH DENSITY	
R-5 MULTI-FAMILY, HIGH-DENSITY	
R-6 MOBILE HOMES / MHF / MHS	
RM MOBILE HOME	
B-1 BUFFER DISTRICT	
C-1 NEIGHBORHOOD COMMERCIAL	
C-2 GENERAL BUSINESS	
C-3 CENTRAL BUSINESS	
M-1 MANUFACTURING	
PUD PLANNED UNIT DEVELOPMENT	
P-O PLANNED OFFICE DISTRICT	
T4 DISTRICT	
T5 DISTRICT	
T6 DISTRICT	
CIVIC DISTRICT	

THIS MAP IS ACCURATE FOR PLANNING PURPOSES ONLY

REVISIONS		
DATE	CASE NUMBER	CHANGE

REVISIONS		
DATE	CASE NUMBER	CHANGE



2013



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: December 5, 2017

PAGE: 1 of 4

SUBJECT: Consideration of approving the purchase and installation of bollards in multiple locations throughout the city to include Main Street, University Drive, Lampkin Street Russell Street and associated side streets for the purpose of crowd safety and control during weekends and special events.

AMOUNT & SOURCE OF FUNDING: \$50,000 from the general fund for capital improvements with bond funds to supplement.

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This request is part of a safety program for crowd control and for events planned for the streets associated with special events.

**REQUESTING
DEPARTMENT:** Administration

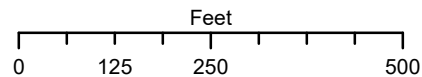
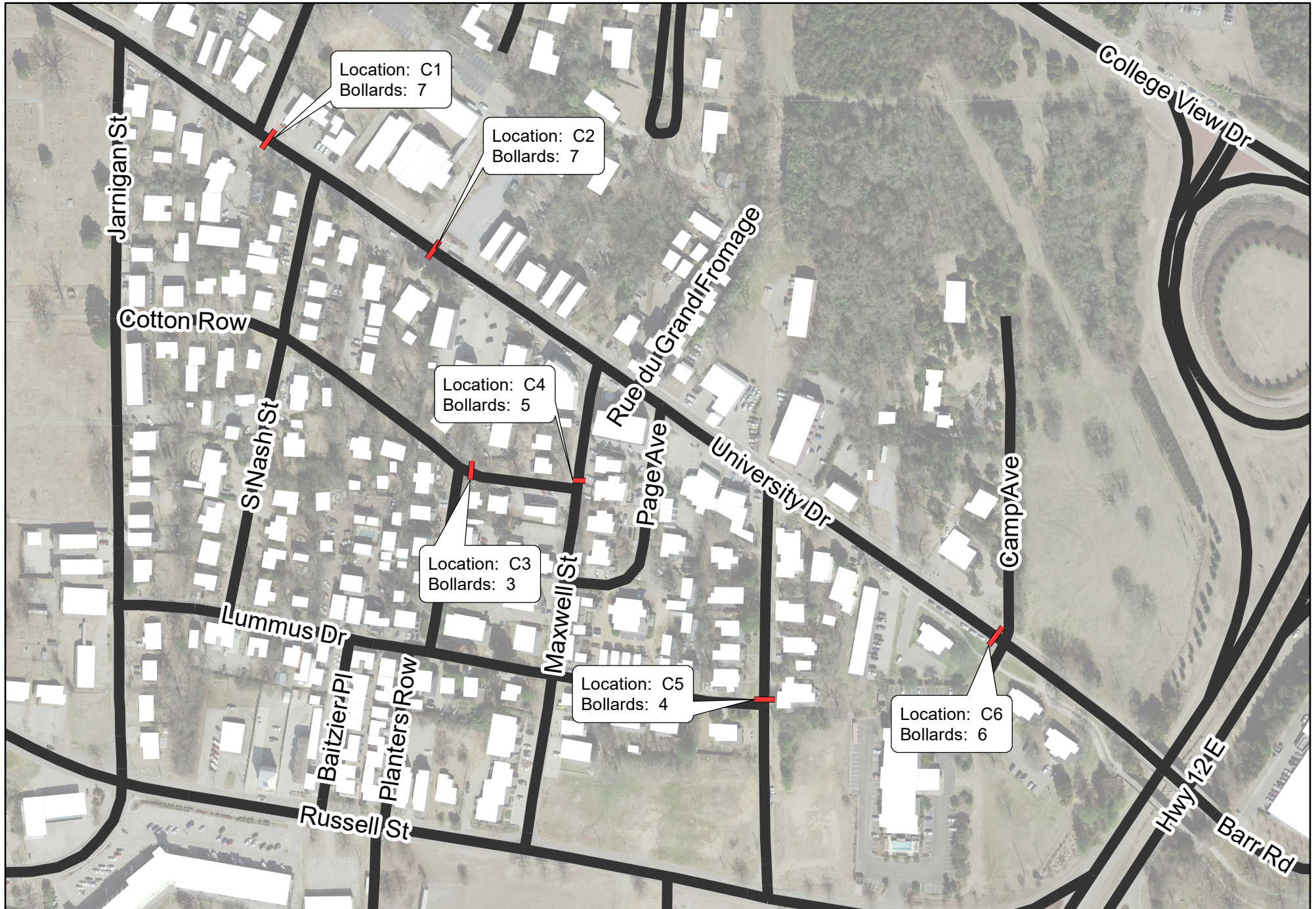
**DIRECTOR'S
AUTHORIZATION:** Mayor D. L. Spruill

FOR MORE INFORMATION CONTACT: Mayor Spruill or Alderman Jason Walker

SUGGESTED MOTION:

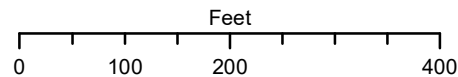
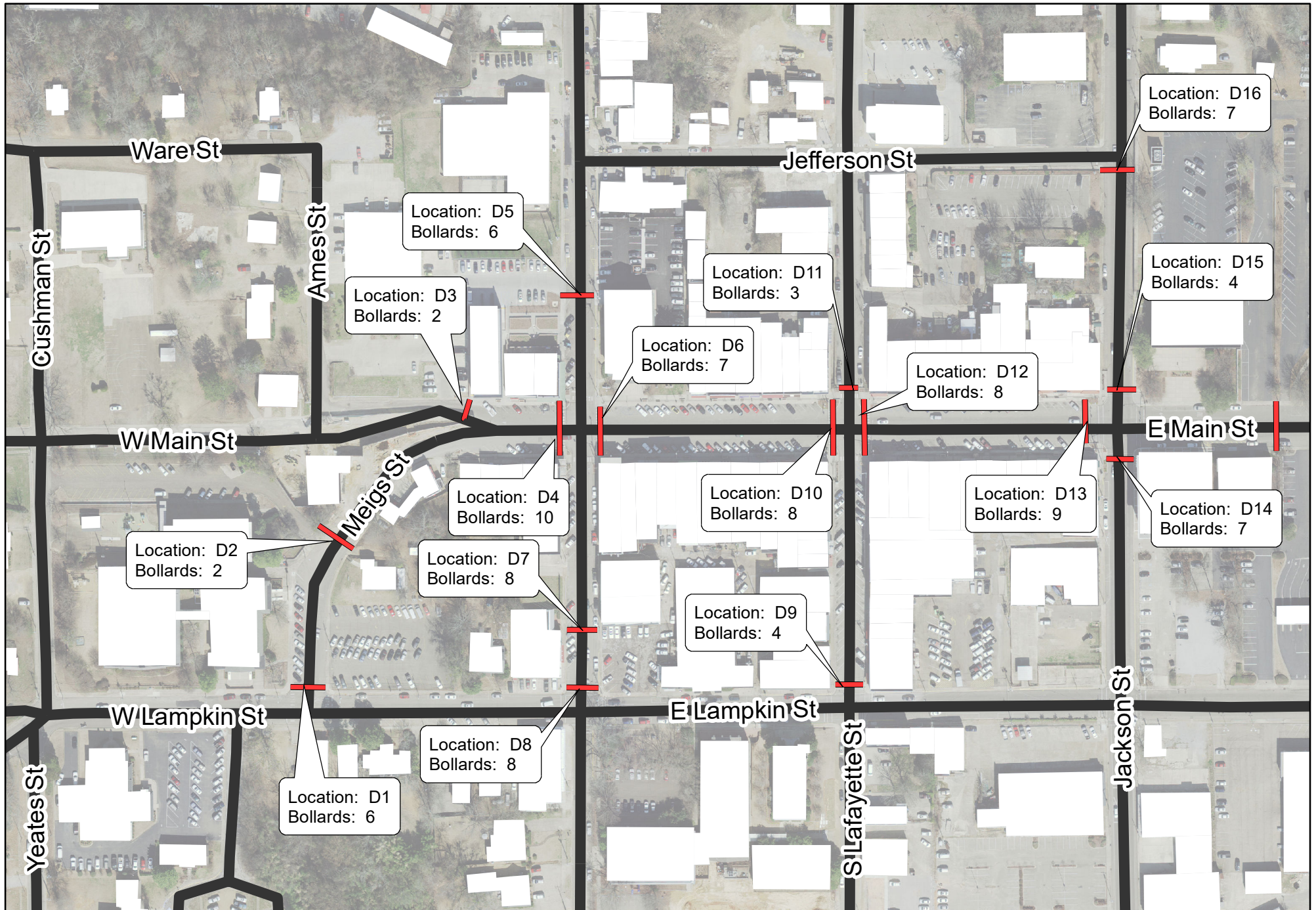
Move approval of the purchase and installation of bollard settings in the locations as mapped in the proposed bollard plan.

Cotton District Bollards



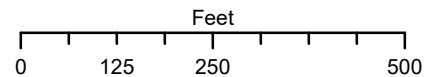
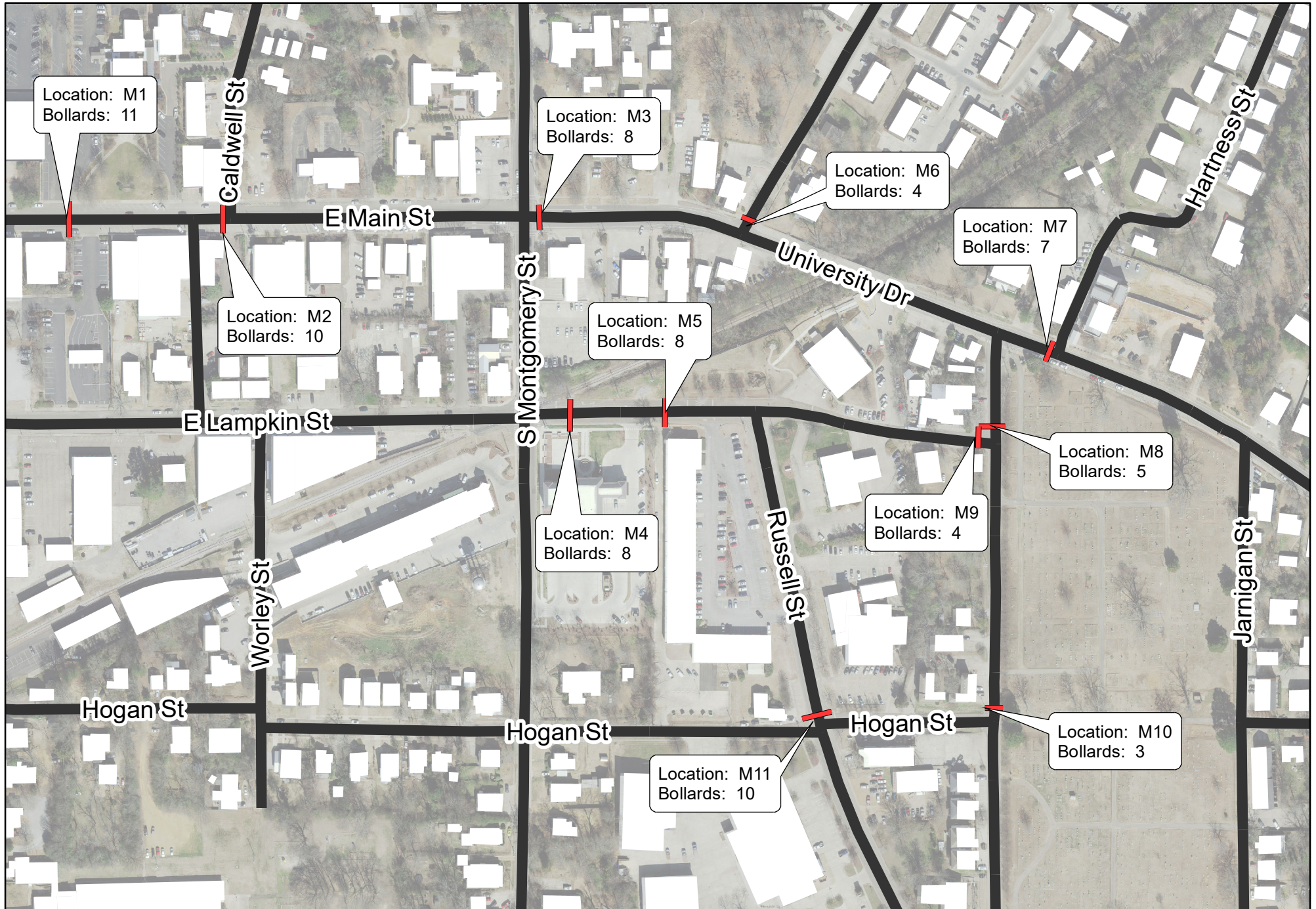
Proposed Bollard Locations

Downtown Bollards



Proposed Bollard Locations

Midtown Bollards



Proposed Bollard Locations



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 7-18-2017
PAGE: 1 of 6

SUBJECT: Consideration of Invoice No.'s 452041, 452977 and 453027 from Rackley Oil, Inc. for payment under Miss. Code Section 25-1-47.

AMOUNT & SOURCE OF FUNDING: 023-323-525-231

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

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

FOR MORE INFORMATION CONTACT: Chris Latimer

SUGGESTED MOTION: Move approval of the payment of Invoice No.'s 452041, 452977 and 453027 from Rackley Oil, Inc. for payment under Miss. Code Section 25-1-47.

Rackley Oil, Inc.
P O Drawer 826
Starkville, MS 39759
662-323-2380

November 15, 2017

City of Starkville
Attn: Lesa Hardin
110 West Main Street
Starkville, MS 39759

RE: Outstanding Past Due Invoices

Mrs. Hardin:

Please find attached copies of three invoices from March of 2017 totaling \$2,694.00. The invoice numbers are 452041, 452977 and 453027 and are \$898.00 each. Since March, it has been learned that the City employee was not authorized to make the purchases. However, Rackley Oil, Inc. sold the goods to the "City of Starkville" which were picked up by a City employee in City uniform in a City vehicle in good faith.

Rackley Oil, Inc. is now seeking full payment of these invoices pursuant to Miss. Code Ann. 31-7-57(2). In the absence of such payment, we are prepared to take appropriate legal action, if needed.

Your assistance with this matter is appreciated.

Sincerely,



Charles Langston
Rackley Oil, Inc.

STATEMENT

RACKLEY OIL, INC.
P.O. DRAWER 826
STARKVILLE, MS 39760
662-323-2380

STATEMENT DATE

10/31/17

CUSTOMER NO.

STALAN

Finance Charge Info
Period Rate 1.500%
Annual Rate 18.000%

PAGE NO. 1

TO: CITY OF STARKVILLE
SANITARY LANDFILL
CITY HALL LAMPKIN ST.
STARKVILLE MS 39759

STATEMENT

STATEMENT DATE

10/31/17

CUSTOMER NO.

STALAN

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

REFERENCE	INVOICE DATE	CODE	TRANSACTION TYPE	AMOUNT	BALANCE	REFERENCE	BALANCE
452041	3/09/17	I	Invoice	898.00	898.00	452041	I 898.00
452977	3/27/17	I	Invoice	898.00	1796.00	452977	I 898.00
453027	3/28/17	I	Invoice	898.00	2694.00	453027	I 898.00

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

STATEMENT BALANCE DUE 11/10. PLEASE PAY BY DUE DATE TO AVOID
ACCOUNT SUSPENSION OR DISRUPTION TO SERVICE. THANK YOU.

TOTAL AMOUNT DUE →

2,694.00

2,694.00 ← TOTAL AMOUNT DUE

CODES
C-CR MEMO
D-DR MEMO

P-PAYMENT
I-INVOICE

A-DISCOUNT
ALLOWED

F-FINANCE
CHARGE

31 Days
0.00

61 Days
0.00

92 Days
0.00

123 Days
2,694.00

RACKLEY OIL, INC.

Pos Invoice

RACKLEY OIL, INC.
P.O. DRAWER 826
STARKVILLE, MS 39760

662-323-2380

Invoice 000452041
Invoice Date 03/09/17 Ship Date 03/09/17

Bill To Number Ship To Number Cust. P.O. # Bl # Terr./Sales
STALAN STALAN P 400 70 70

CITY OF STARKVILLE
SANITARY LANDFILL
CITY HALL LAMPKIN ST.
STARKVILLE MS 39759

CITY OF STARKVILLE
SANITARY LANDFILL
CITY HALL LAMPKIN ST.
STARKVILLE MS 39759

Shipped Via CUSTOMER PICKUP Order Number 435328.00

Product No.	Description	Price	Ordered	Shipped	Extension
02UTH	5 UNIVERSAL TRACTOR HYD FLUID	4.49000	40	40.00	898.00
	Sub-Total				898.00
	MS SALES TAX EXEMPT	0.000000%		898.00	0.00
	Invoice Total				898.00
MSSX					

Net Due: 10 TH OF Month Due Date: 04/10/17

CUSTOMER COPY

RACKLEY OIL, INC.
P.O. DRAWER 826
STARKVILLE, MS 39760

Pos Invoice

662-323-2380

Invoice 000452977
Invoice Date 03/27/17 Ship Date 03/27/17

Bill To Number	Ship To Number	Cust.P.O.#	BL #	Terr./Sales
STALAN	STALAN	P389	0	50

BILL TO
CITY OF STARKVILLE
SANITARY LANDFILL
CITY HALL LAMPKIN ST.
STARKVILLE MS 39759

SHIP TO
CITY OF STARKVILLE
SANITARY LANDFILL
CITY HALL LAMPKIN ST.
STARKVILLE MS 39759

Shipped via CUSTOMER PICKUP Order Number 436273.00

Product No.	Description	Price	Ordered	Shipped	Extension
02UTH	5 UNIVERSAL TRACTOR HYD FLUID	4.49000	40	40.00	898.00
	Sub-Total				898.00
	MS SALES TAX EXEMPT	0.000000%		898.00	0.00
	Invoice Total				898.00
MSSX					

Cap Kirk

Net Due: 10 TH OF Month Due Date: 04/10/17

--	--	--

CUSTOMER COPY

RACKLEY OIL, INC.
P.O. DRAWER 826
STARKVILLE, MS 39760

Pos Invoice

662-323-2380

Invoice 000453027
Invoice Date 03/28/17 Ship Date 03/28/17

Bill To Number	Ship To Number	Cust. P.O. #	BL #	Terr./Sales
STALAN	STALAN	399	70	70

BILL TO
CITY OF STARKVILLE
SANITARY LANDFILL
CITY HALL LAMPKIN ST.
STARKVILLE MS 39759

SHIP TO
CITY OF STARKVILLE
SANITARY LANDFILL
CITY HALL LAMPKIN ST.
STARKVILLE MS 39759

shipped via CUSTOMER PICKUP Order Number 436327.00

Product No.	Description	Price	Ordered	Shipped	Extension
02UTH	5 UNIVERSAL TRACTOR HYD FLUID	4.49000	40	40.00	898.00
	Sub-Total				898.00
MSSX	MS SALES TAX EXEMPT	0.000000%		898.00	0.00
	Invoice Total				898.00

Net Due: 10 TH OF Month Due Date: 04/10/17

Cap Kelly

CUSTOMER COPY



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 12/05/17
PAGE: 1

SUBJECT: Contract Extension – Starkville Parking Garage
CDBG Project #R-103-347-01-KED

AMOUNT & SOURCE OF FUNDING - \$8,000,000; Mississippi Development Authority – Disaster Recovery

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Mayor's Office/Phylis Benson

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Phylis Benson, Golden Triangle PDD, (662) 320-2007

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: "MOVE APPROVAL OF BUDGET MODIFICATION #8, A CONTRACT EXTENSION, WHICH WILL EXTEND CONTRACT NUMBER R-103-347-01-KED ENDING DATE TO DECEMBER 31, 2018."

**HISTORIC
STARKVILLE**
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
Mayor's Office
CITY HALL,
110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

D. Lynn Spruill
Mayor

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

December 05, 2017

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

RE: City of Starkville
CDBG Project Number R-103-238-01-KED

Dear Ms. Hines:

The City of Starkville respectfully requests to extend the referenced contract ending date to December 31, 2018 in order to complete this project. This extension should provide an adequate amount of time in which to create the jobs and submit the closeout package.

Should you have any questions or need additional information, please contact this office.

Sincerely,

D. Lynn Spruill
Mayor

Enclosures

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

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

City of Starkville
Honorable D. Lynn Spruill, Mayor
110 West Main Street
Starkville, MS 39759
Phone: (662) 323-4583
Fax: (662) 324-4015
Parking Structure for Cotton Mill Marketplace

2. Effective Date: 12-05-17

2. Contract Number:

R-103-347-01-KED

Grant Number:

4. Modification Number :

8 (EIGHT)

5. Grant Identifier: (Funding Source & Year):
CFDA #14.219 & 14.228

6. Beginning and Ending Dates:

10-26-2010 through 12-31-2018

7. Page 1 of 3

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

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

9. The above recipient is hereby modified as follows:

To change the contract ending date to December 31, 2018 in order to complete the project.

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

11. Approved for Agency:

Signature

Date

Name: Mike McGrevey

Title: Deputy Director

12. Approved for Recipient:

Signature

Date

Name: Honorable D. Lynn Spruill

Title: Mayor, City of Starkville

MDA DRD
BUDGET MODIFICATION WORKSHEET
(Parking Structure for Cotton Mill Marketplace)

Recipient: City of Starkville, Mississippi Contract Number: R-103-347-01-KED

NOTE: List KCDBG Funds where changes are made.

Activity	Current Budget	Proposed Budget	Change (+ -)
Administration	\$ 140,000.00	\$ 140,000.00	\$ 0.00
Engineering	\$ 437,000.00	\$ 437,000.00	\$ 0.00
Acquisition	\$ 0.00	\$ 0.00	\$ 0.00
Legal	\$ 40,000.00	\$ 40,000.00	\$ 0.00
Construction	\$ 6,910,430.00	\$ 6,910,430.00	\$ 0.00
Contingency	\$ 0.00	\$ 0.00	\$ 0.00
Construction Management	\$ 432,570.00	\$ 432,570.00	\$ 0.00
Testing	\$40,000.00	\$40,000.00	\$ 0.00
	TOTAL	TOTAL	TOTAL
	\$ 8,000,000.00	\$ 8,000,000.00	\$ 0.00

Comments: None



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

AGENDA ITEM DEPT.: Mayor's Business
AGENDA DATE: December 5, 2017
PAGE: Page 1 of 20

SUBJECT:

Second 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 first public hearing with the Board of Aldermen was held on November 21, 2017. The second public hearing was noticed in the legal ad section of the Starkville Daily News on November 20, 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.

Abandoned and/or Obsolete Sign: Means a sign in such a state of disrepair so as to be considered an unsightly nuisance, a sign which no longer serves any useful purpose for the owner or the advertiser thereon, or a sign that contains obsolete advertising or no advertising matter for a period of one hundred and eighty (180) days.

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 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 be 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 displays 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 publicly-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. - Outdoor advertising sign (billboards).

- 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. Removal: 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.

- H. Abandonment: A billboard that, upon recommendation of the Community Development Department and approval of the Starkville Board of Aldermen, is determined to be Abandoned and/or Obsolete, as defined in Sec. C- Definitions above, 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 at the owner(s) sole expense with no compensation from the City.
 - 1. An "Available for Lease" or similar message that concerns the availability of the sign itself does not constitute advertising matter. A sign with such a message will be treated as an obsolete sign.
 - 2. A sign whose message has been partially obliterated by the owner so as not to identify a particular product, service or facility is considered to be an obsolete sign.
- I. Annexation: 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.
- J. 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.
- K. 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.
- L. 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. If the petition is approved by the Board of Aldermen, then any such approved sign shall become a legal conforming sign.
- M. Permitting: All billboards erected or relocated by approval of a petition shall be permitted by the Community Development Department. A fee established by the Board of Aldermen shall be paid for each permit issued. The owner or operator of such sign must furnish acceptable proof of the sign's cost in the form of construction cost and/or bill of sale including installation cost. Any permit granted hereunder shall in no way create any rights not heretofore available to the owner of any billboard.

(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 side 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 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 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. df
- H. 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 municipal court shall be the 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.

- A. The City of Starkville's Board of Adjustments and Appeals shall review any variance requests regarding the dimensional requirements of this article 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 Planning and Zoning Commission shall review any 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 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)



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: December 5, 2017
PAGE: 1 of 6

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

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Chris Latimer

SUGGESTED MOTION:

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

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

1. Under the provisions of Section 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "Municipal Improvements Act"), the Municipality is authorized to issue general obligation public improvement bonds to raise money for the purpose of establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; protecting the municipality, its streets and sidewalks from overflow, caving banks and other like dangers; planning, constructing, improving or paving streets, sidewalks, driveways, parkways, walkways or public parking facilities, and purchasing land therefor, and/or purchasing street traffic control devices and signalization; constructing bridges and culverts; altering or changing the channels of streams and water courses to control, deflect or guide the current thereof (the "Authorized Purpose").

2. Under the provisions of Section 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act"), the Municipal Improvements Act, and other applicable laws of the State of Mississippi (the "State"), the Municipality is authorized to undertake activities for the Authorized Purpose, and to provide for the payment of the costs thereof, or any portion of such costs, by issuing a general obligation public improvement bond of the Municipality (the "Qualified Obligation") for sale to the Mississippi Development Bank (the "Bank") or entering into a loan agreement and obtaining a loan from the Bank (the "Loan").

3. Pursuant to the provisions of the Municipal Improvements Act, the Bank Act, and other applicable laws of the State, and by resolution adopted November 7, 2017, the Governing

Body declared its intention to issue the Bonds or the Qualified Obligation or obtain the Loan from the Bank to provide funds for the Authorized Purpose, and directed that said resolution be published three times in the *Starkville Daily News*, a newspaper published in and having a general circulation in the Municipality, and being a qualified newspaper under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, said notice having been published in said newspaper on November 15, 2017, November 22, 2017, and November 29, 2017, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

4. Said resolution was duly published once a week for at least three (3) consecutive weeks, the first publication having been made not less than twenty-one (21) days prior to December 5, 2017, being the date set for the filing of protests on the matter of authorizing the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, and the last publication having been made not more than seven (7) days prior to such date, all without an election thereon, as evidenced by the publisher's affidavit attached hereto as **Attachment A**.

5. On or prior to the hour specified on said date, no protest against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan, or any petition that an election be called on the question of the issuance of the Bonds or the Qualified Obligation or obtaining the Loan was filed, and no such protest or petition has been filed as of the time and date of adoption of this resolution against the issuance of the Bonds or the Qualified Obligation or obtaining the Loan.

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

SECTION 1. The Governing Body is now authorized to issue the Bonds or the Qualified Obligation or obtain the Loan, all in the maximum principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), in one or more series, for the Authorized Purpose.

SECTION 2. The Bonds or the Qualified Obligation will be sold and issued or the Loan obtained, all as pursuant to subsequent orders of the Governing Body.

Following the reading of the foregoing resolution and discussion thereof,
_____ moved and _____ seconded the motion to
adopt the foregoing resolution, and the question being put to a roll call vote, the result was as
follows:

Alderman Ben Carver	voted: _____
Alderman David Little	voted: _____
Alderman Patrick Miller	voted: _____
Alderman Roy A'. Perkins	voted: _____
Alderwoman Sandra C. Sistrunk	voted: _____
Alderman Henry N. Vaughn, Sr.	voted: _____
Alderman Jason Walker	voted: _____

The motion having received the affirmative vote of a majority of the members present,
the Mayor declared the motion carried and the resolution adopted this, the 5th day of December,
2017.

City of Starkville, Mississippi

Lynn Spruill, Mayor

ATTEST:

Lesa Hardin, City Clerk

(seal)

ATTACHMENT A

PROOF OF PUBLICATION OF RESOLUTION OF INTENT

Starkville Daily News

November 15, 2017; November 22, 2017; and November 29, 2017

The State of Mississippi

OKTIBBEHA COUNTY

}

AFFIDAVIT OF PUBLICATION

Before me, in and for said county, this day personally came the undersigned representative of the Starkville Daily News, a newspaper published in the City of Starkville, of said county and state, who being duly sworn depose and says that the publication of a certain notice, a true copy of which, is hereto affixed has been made for 3 weeks consecutively, to wit:

Dated November 15, 2017

Dated November 22, 2017

Dated November 29, 2017

Dated _____, 20____

Dated _____, 20____

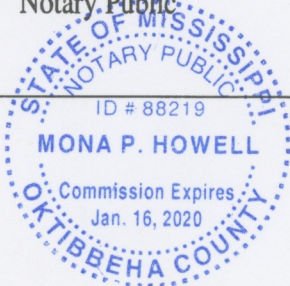
Said representative further certifies that the several numbers of the newspaper containing the above mentioned notice have been produced and compared with the copy affixed; and that the publication thereof has been correctly made.

WITNESS MY HAND AND SEAL OF OFFICE, this the

15 day of Nov, A.D., 2017

By: Mona P. Howell

Notary Public



SEAL:

STARKVILLE DAILY NEWS

By: Raylan Ayler
() Publisher (x) Clerk

Publication Fee	\$ <u>518.64</u>
Proof(s) Of Publication	\$ <u>3.00</u>
Total Charges	\$ <u>521.64</u>

AFFIDAVIT# **36537**



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 12.05.17
PAGE: 1

SUBJECT: Discussion and consideration of appointing an individual to fill the one vacant slot on the Starkville Housing Authority Board with a five-year term that will expire December 31, 2022.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: An advertisement to the public appeared in the Starkville Daily Newspaper beginning October 10, 2017-October 31, 2017.

Letters of interest to be considered for vacancy on the Starkville Housing Authority Board were received from three applicants. The applicants' names are listed below and letters of interest are attached.

Dorothy Ellis-Harris
Carla Harris Williams
Betty A. Robertson

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move for approval to appoint an individual to fill the one vacant slot on the Starkville Housing Authority Board with a five-year term that will expire December 31, 2022.

10-27-2017

To whom this may concern:

My name is Betty Ann Robertson, I am a Starkville Native, and a Resident of ward (7). I am retired with 30 years of services with the Mississippi State Dept. of Health (WIC Program).

I am interested in serving as a Member of the Starkville Housing Authority Board.

There is a tremendous need for quality and affordable housing in the City of Starkville, many People that lives in the City can benefit from Public Housing.

Most of the housing in our City is geared toward our College Students and are financially out of reach to many of the elderly and minimum wage earners. Therefore, subsidized housing would be a viable option for many residents.

I am willing to make myself available to serve and help in any capacity that's needed.

Thanks in advance for your consideration.

Respectfully,



Betty A. Robertson

TO: Mayor Lynn Spruill/Vice Mayor Roy A. Perkins

FROM: Dorothy E. Harris

DATE: October 18, 2017

SUBJECT: Starkville Housing Board Member

I am writing to inform you that I would like to be considered to serve as a member on the Starkville Housing Board. I live at 5 Pontotoc Street in Ward 6.

I am a retired bookkeeper from the Starkville-Oktibbeha County School District. Prior to the merging of the Starkville and Oktibbeha County School Districts, I worked in the Oktibbeha County School District as a Receptionist, Executive Secretary to the Superintendent, Board Clerk, Accounts Payable/Receivable Clerk and Payroll Clerk.

I attend Mt. Peiler Missionary Baptist Church and serve as the Church Clerk, Financial Treasurer, Chairman of the Trustee Ministry, Deaconess Ministry and many other capacities.

I am married to Sammie Harris and we have one son, Kylin Ellis, a self-employed owner of Legacy Barber and Beauty Shop. We have two grandsons, Chris and K2.

Sincerely,

Dorothy Ellis-Harris

October 13, 2017

Carla Harris-Williams

52 Chickasaw Drive

Starkville, MS 39759

Mayor Lynn Spruill

Office of the Mayor

Starkville, MS 39759

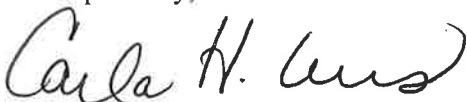
Dear Mayor Spruill,

I would like to take this opportunity to introduce myself. I am Carla Harris Williams and I am a native of Starkville, MS, a graduate of Starkville High School and Mississippi State University. I am employed with Starkville Oktibbeha County School District at East Alternative School. I have worked with Alternative school for the past sixteen years. I previously taught Adult Basic Education/GED at Starkville Housing Authority for five years.

I would like to serve on the Starkville Housing Board of Directors because I know that I can make a difference. I know that being on the board is a very momentous position. I am willing to acquire the necessary skills to serve on the board and be a contributor to the best of my abilities.

I would like to become a vital part of such a prestigious board. I hope what I have shared in my letter will assist you in your selection as a new board member,

Respectfully,

A handwritten signature in cursive script that reads "Carla H. Williams". The signature is written in dark ink and is positioned above the printed name.

Carla Harris Williams



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: 12.05.17
PAGE: 1

SUBJECT: Discussion and consideration of appointing two individuals to fill two vacancies on the Oktibbeha County Heritage Museum Board for a three-year term which will expire November 30, 2020.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY: An advertisement to the public appeared in the Starkville Daily Newspaper beginning October 10, 2017-October 31, 2017.

Letters of interest to be considered for vacancy on the Oktibbeha County Heritage Museum Board were received from three applicants. The applicants' names are listed below and letters of interest are attached.

Raymond D. Slaughter
Gaddis Hunt
Scott Willard

**REQUESTING
DEPARTMENT:** Board Business

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move for approval to appoint two individuals to fill two vacancies on the Oktibbeha County Heritage Museum Board for a three-year term which will expire November 30, 2020.

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HOSFORD LAW FIRM, PLLC

JEFFREY J. HOSFORD
ATTORNEY AT LAW

115-A SOUTH LAFAYETTE
STARKVILLE, MS 39759

(O) 662-323-0844
(Fax) 662-323-5560
jeffhosford@gmail.com

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323-7315 or 341-5497

300 Legals

PUBLIC NOTICE

THE CITY OF
STARKVILLE, MISSISSIPPI
IS SEEKING POTENTIAL
CANDIDATES FOR
APPOINTMENT TO THE
VARIOUS BOARDS
AND COMMISSION

Current opening(s):
**Oktibbeha County
Heritage Museum**

Housing Authority

Letters of Interest will be
accepted until
**5:00 p.m.
on October 31, 2017**

In the event, no submissions are
received, by the deadline date
the City will continue to seek po-
tential candidates until all vacan-
cies are filled.

Send all submissions to:
Vickie Hampton
City of Starkville - City Hall
110 West Main Street
Starkville, MS 39759

Your Extra Closet hereby gives
notice that pursuant to the provi-
sions of Section 85-7-125 Missis-
sippi Code Annotated it will sell at
public auction, property belonging
to those individuals listed below
on HYPERLINK "http://www.stor-
agetreasures.com" www.stor-
agetreasures.com.

Winning bidder will come to the
address listed:

102 Lynn Lane
Starkville, MS 39759

300 Legals

Line Starkville, MS 39759

CONTENTS of storage unit #750
occupied by Brian Nurse whose
last known address was 907 Old
West Point Road Starkville, MS
39759

CONTENTS of storage unit #729
occupied by Rickys Spencer
whose last known address was
110 Lynn Lane Starkville, MS
39759

The auctions at this site are all on-
line and will be listed and adverti-
sed on
www.storagetreasures.com. Pur-
chases must be made with cash
only and paid at the above refer-
enced facility in order to complete
the transaction. Your Extra Closet
may refuse any bid and may res-
cind any purchase up until the
winning bidder takes possession
of the property.

Published:
October 10, 2016
October 16, 2017
October 23, 2017

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Daily Times Leader
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to be made in the
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**Put the Classifieds
to work for you!**

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**NEED TO SELL
SOMETHING?**

105 Langston Cove

Starkville, MS 39759

September 28, 2017

Dear Starkville Board of Aldermen,

I would like to be re-appointed to membership on the Board of Trustees of the Oktibbeha County Heritage Museum. Having served the past two years on the Board has increased my interest in helping Oktibbeha County preserve the past.

I am a life-long resident of Starkville, having graduated from Starkville High School and Mississippi State University. I have served on the city's Oddfellows Cemetery Board, and am an active member of the Starkville Kiwanis Club and the Starkville First United Methodist Church. I am retired from Mississippi State University after working there 40 years.

I have knowledge of the history of this area since my father's family was from Oktibbeha County and my mother taught school in Sturgis. I look forward to continuing work on the Board to help keep the past alive and on display at the museum.

Thank you for your consideration of my appointment.

Sincerely,

A handwritten signature in blue ink that reads "Gaddis Hunt". The signature is fluid and cursive, with the first name "Gaddis" being more prominent than the last name "Hunt".

Gaddis Hunt

RAYMOND D. SLAUGHTER

27 September 2017

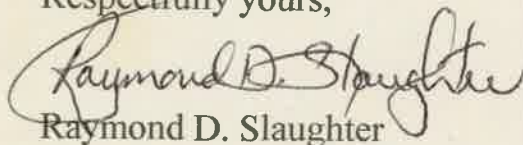
To: City of Starkville
Board of Aldermen

From: Raymond D. Slaughter
209 South Montgomery
Starkville, MS 39759

I would like to ask for your consideration to be reappointed to the Oktibbeha County Heritage Museum Board as my term expires September 30, 2017.

I have served on the museum board since 2014 and have served as Chair of the Board of Trustees since July 2015. I have been involved in every area of operation of the museum. The Museum continues to attract those interested in preserving the history of Starkville and Oktibbeha County and has expanded to serve as a teaching laboratory in various fields and as a partner in supporting the local scouting programs. Having been a part of this progress, I would like to continue working with the current board to help the museum reach it's potential.

Respectfully yours,


Raymond D. Slaughter

October 30, 2017

To: City of Starkville – Attn: Vickie Hampton

Re: Interest in serving on the Oktibbeha County Heritage Museum Committee

Dear Ms. Hampton,

Pursuant to the notice in the Starkville Daily News seeking individuals interested in appointment to the Oktibbeha County Heritage Museum Committee, I would like to submit this letter of interest for your consideration.

I am currently Associate Dean in the College of Agriculture and Life Sciences at Mississippi State University. I reside at 714 Pike Rd. in Oktibbeha County on 23 acres in a home that was built in 1856. I have a keen interest in history and historic preservation, and I am interested in community development projects and programs for which service on the Oktibbeha County Heritage Museum Committee would be of interest to me. I have experience in grantsmanship (including successful grants awarded to me from the Institute for Museum and Library Services), publishing outreach, overseeing meetings and conferences, and managing large budgets and initiatives, such that I believe I can assist in assessing projects, impacts and implications that may come before the committee. I would look forward to helping formulate and/or facilitate the vision for the Oktibbeha County Heritage Museum to the extent that my areas of interest and expertise may be helpful.

I have included a short bio as you consider this letter of interest for appointment to the Oktibbeha County Heritage Museum Committee. Thank you for your consideration.

Regards,



Scott T. Willard

714 Pike Rd.

Starkville, MS 39759

Cell: 1-662-418-1488

Email: swillard@cals.msstate.edu

Scott T. Willard, Ph.D.
Professor and Associate Dean
College of Agriculture and Life Sciences
Mississippi State University

Dr. Willard started at Mississippi State University as an Assistant Professor in the Department of Animal and Dairy Sciences in 1999, and later moved to the position of Professor and Head of the Department of Biochemistry and Molecular Biology. Dr. Willard was also appointed to an additional administrative role as Head of the Department of Entomology and Plant Pathology, and in 2011 oversaw the merger of these two departments into a combined unit. Dr. Willard has twenty-five years of teaching and research experience in reproductive and environmental physiology, among other areas, and works with both domestic and non-domestic animal species. Dr. Willard co-directs (along with Dr. Peter Ryan and his numerous cooperators) the “Biophotonics Initiative” on the Mississippi State University campus, which investigates and develops new methods for the real-time monitoring of cellular and molecular mechanisms in living systems. Dr. Willard has also been successful in the competitive granting arena as PI, co-PI, or cooperator on federal grants and private funds ranging from USDA-NIFA, IMLS, NIH-COBRE, NSF-EPSCoR, AZA, etc. His prior work also includes assisted reproduction and conservation efforts related to Giant Panda conservation, and more recently endangered amphibian species which has been funded by a series of cooperative National Leadership Grants by the Institute of Museum and Library Services (IMLS). Dr. Willard is author/co-author on 98 peer-reviewed scientific publications and has published numerous abstracts, extension, and popular press publications in areas ranging from applied animal production and stress physiology, to the real-time monitoring of gene expression in living cells. In total he has 380 published works to his credit (98 peer-reviewed manuscripts and 282 abstracts, proceedings, etc.). Dr. Willard is a past Fellow of the Food Systems Leadership Institute (FSLI), and a recent Fellow of the Southeastern Conference Academic Leadership Development Program (SEC-ALDP). Dr. Willard has most recently begun coordinating The World Food Prize affiliated Mississippi Youth Institute (MSYI) to create opportunities for youth across the state to consider careers in agriculture, and inspire them to join the fight against global hunger and poverty. Dr. Willard has been recognized for his research, teaching, and service by prior awards from the American Society of Animal Science, MSU Gamma Sigma Delta – The Honor Society for Agriculture, MAFES Team Grantsmanship Award, DAFVM Rosalind and Rodney Foil Teamwork Award, CALS/MAFES Research Award, and, most recently, the 2017 MSU President’s Commission on the Status of Minorities Diversity Award.



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: November 7, 2017
PAGE: Page 1 of 10

SUBJECT:

Discussion and Consideration of FP 17-07 Final Plat approval for subdividing +/- 10.95 acre parcel into 16 lots. Located at the east end of Turnberry Lane and Cypress Point Road in a R-4 zone with the parcel number 106 -14-013.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Frank Jones Development, is requesting final plat approval for Country Club Estates Phase 3-B. The Development Review Committee reviewed and issued comments on October 19, 2017. On November 1, 2017, the Planning and Zoning Commission during a Special Call session voted unanimously to recommend approval of the Final Plat with the following Recommended Conditions.

Request Conditions from the Planning and Zoning Commission:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-4 Zone dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Prior to the execution of the Final Plat, erosion control shall be installed to the City's and MDEQ standards.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount as determined by the City Engineer for infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and infrastructure and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
14. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
15. All required street signage shall be in place prior to the execution of the Final Plat.
16. Stormwater drainage easement maintenance, repair, and/or replacement shall be the sole responsibility of the Owners' Association and not the City of Starkville. The City of Starkville disclaims any dedication, acceptance, interest, responsibility, and ownership of the stormwater drainage easement territory.

17. Add the following additional text to dedication section of the Final Plat, "Stormwater drainage easement maintenance, repair, and/or replacement shall be the sole responsibility of the Owners' Association and not the City of Starkville. The City of Starkville disclaims any dedication, acceptance, interest, responsibility, and ownership of the stormwater drainage easement territory."

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-232-2525 ext 3136

SUGGESTED MOTION:

Move approval of FP 17-07 Final Plat approval for Country Club Estates Phase 3-B with requested conditions.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: FP 17-07 Request for Final Plat approval for subdividing +/- 10.95 acre parcel into 16 lots. Located at the east end of Turnberry Lane and Cypress Point Road in a R-4 zone with the parcel number 106 -14-013.00
Date: November 1, 2017

The purpose of this report is to provide information regarding the request by Pritchard Engineering on behalf of Frank Jones Development for Final Plat approval for subdividing a +/-10.95 acre parcel into 16 lots. The proposed subdivision is named "Country Club Estates Phase 3-B". The proposed subdivision is located in an R-4 Zone. The proposed subdivision is located at the east end of Turnberry Lane and Cypress Point Road. On August 8, 2017, The Board of Aldermen approved a modification to the Preliminary Plat for the Final Phase of Country Club Estates which includes this phase. On October 19, 2017 the Development Review Committee reviewed the Final Plat for Phase 3-B and provided comments to be addressed prior to approval. Please see attachments 1-4.

Below is information pertaining to R-4

Sec. F. - R-4 residential zoning regulations.

These [R-4 residential] districts are intended to be composed mainly of zero lot line and cluster development type single-family dwellings, with duplex and three- and four-family dwellings also permitted. Mobile home parks and mobile home subdivisions are also permitted under certain special conditions. Appropriate residential support facilities are provided for along with certain yard and area standards to protect the open character of the district. [The following regulations apply to R-4 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - (a) Minimum lot area, one-family dwelling: 3,200 square feet.
 - (b) Minimum lot width at building line: 34 feet.
 - (c) Minimum depth of front yard: 25 feet.
 - (d) Minimum width of side yard (only one required): Ten feet.
 - (e) Minimum depth of rear yard: 20 feet.
 - (f) Maximum height of structure: 45 feet.
 - (g) Minimum distance between buildings: Ten feet.

4. *Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 10.95 acres with a total of 16 lots. The proposed development has a gross density of 1.46 units per acre. Staff has reviewed the proposed covenants and they include sections for common area and storm water facilities maintenance, as well as the City's standard hold-harmless indemnification clause required by the City Attorney.

Easements and Dedications

All easements and dedications are provided on the final plat. The roadways will be dedicated to the City. The roads are extensions of existing roads and do not require verification from the County. Electrical service will be provided by Starkville Utilities and will be placed underground. Potable water and sanitary sewer utility services will be provided by the City. Street numbers have not been assigned for construction permitting and utility assignments.

Findings and Comments

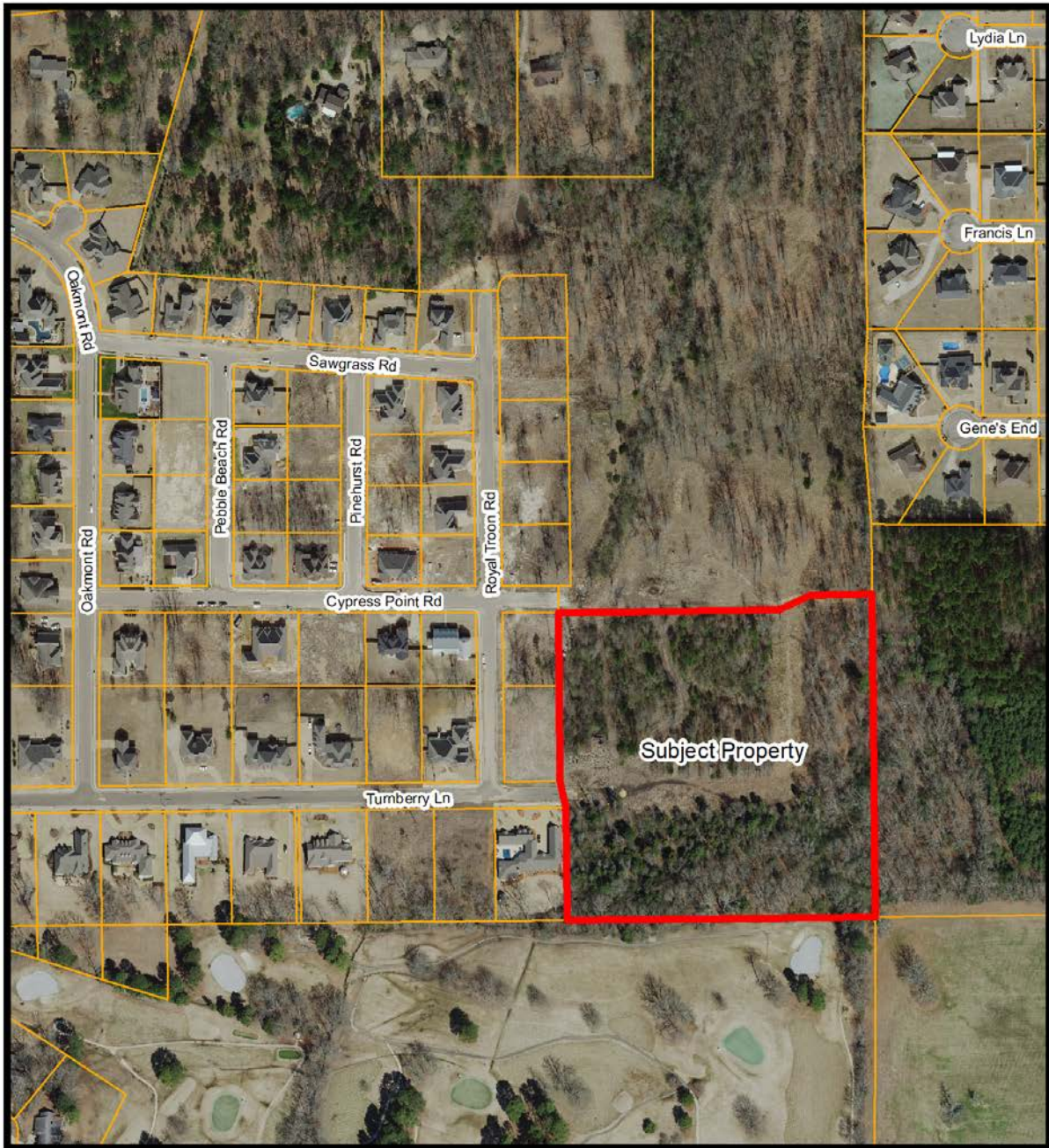
The final plat is a Class "B" survey prepared by a professional licensed by the Mississippi Board of Licensure for Professional Engineers and Surveyors and meets the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code Annotated (1972), as amended. This subdivision is not part of any previously platted subdivision, therefore no adversely affected parties

REQUESTED CONDITIONS:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for R-4 Zone dimensions.
3. All public utilities are currently in place and meet requirements as verified by the owner and engineer of record.
4. Prior to the execution of the Final Plat, erosion control shall be installed to the City's and MDEQ standards.
5. Sidewalk construction shall conform to the City's Sidewalk Ordinance and ADA standards.
6. The applicant shall provide adequate and satisfactory test reports for roadways, curbs and all drainage structures and facilities.
7. The covenants shall include provisions for the maintenance of common areas/stormwater management and the City Attorney's standard hold-harmless indemnification clause.
8. A bond or surety in the amount as determined by the City Engineer for infrastructure improvements shall be provided prior to approval by the Mayor and Board of Aldermen.

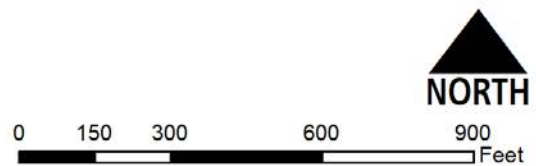
9. Financial assurance for the cost of the final layer of asphalt shall be determined by and provided to the City Engineer prior to approval by the Mayor and Board of Aldermen.
10. The roadways shall not be accepted by the City until at least 85% of all lots located on have been developed and received Certificates of Occupancy. The performance agreement shall remain in effect until such time.
11. The applicant shall execute the standard performance agreement ("developer contract") for the financial guarantee of the completion of the final requirements for acceptance of the streets and infrastructure and the Board of Aldermen shall authorize the Mayor to execute same.
12. The applicant shall provide two paper copies of the recorded plat to the City, along with a digital copy in "AutoCAD" format in standard state plane coordinates.
13. The applicant shall provide "as-built" drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in "AutoCAD" format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
14. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
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."

Attachment 1
EX 17-07 Aerial

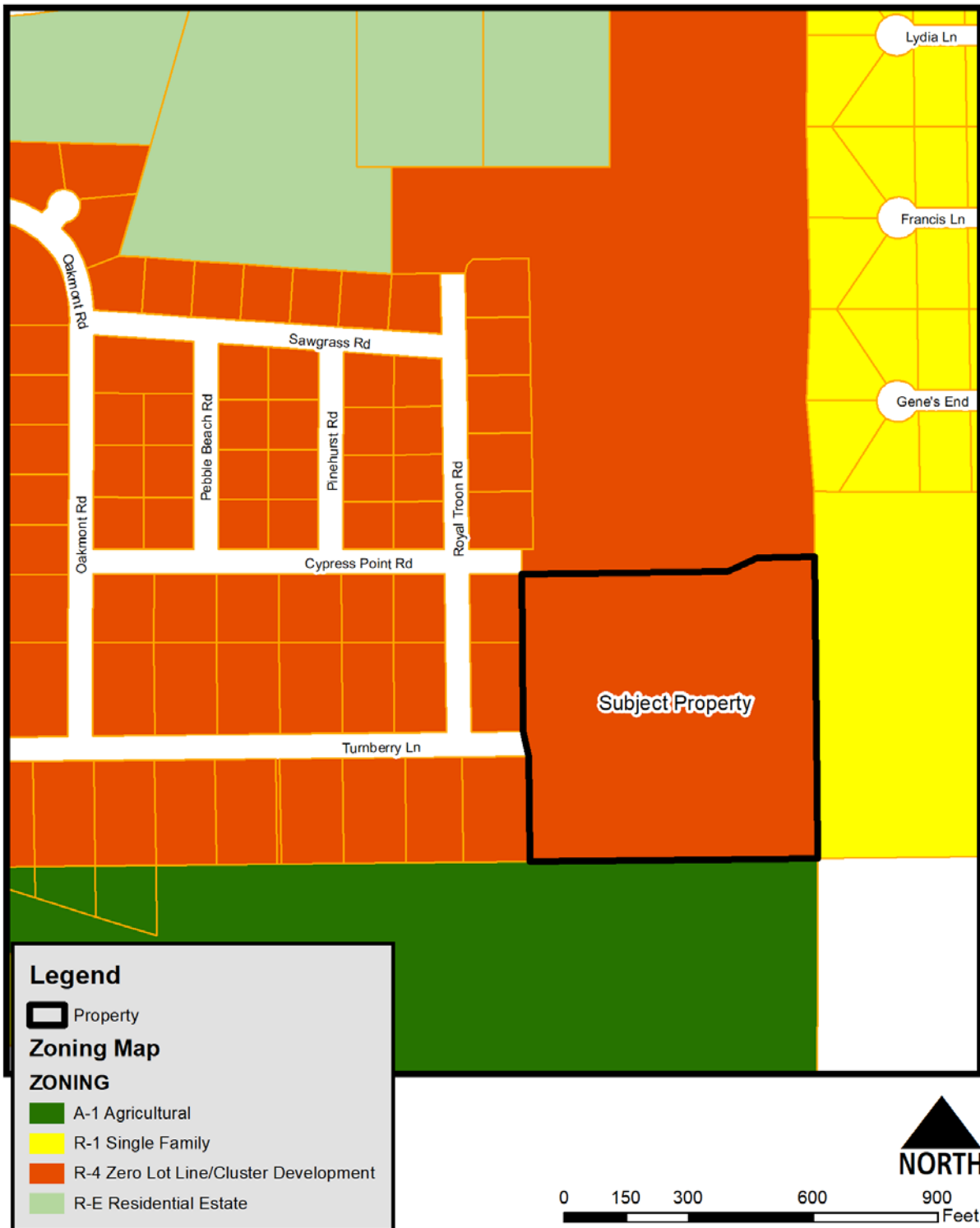


Legend

 Property



Attachment 2
EX 17-07 Zoning



Document Type: Restrictive Covenants for Country Club Estates - Phase 3B

PREPARED BY:
Ward Rogers & Faver, PLLC
121 N. Jackson Street
Starkville, MS 39759
HRR: MSB#5641
RPF: MSB#10452
662-323-1912

RECORD & RETURN TO:
Ward Rogers & Faver, PLLC
121 N. Jackson Street
Starkville, MS 39759

GRANTOR INFO
Frank Jones Development, LLC
201 Academy Road, Suite 5
Starkville, MS 39759
662-769-8115

GRANTEE INFO
Country Club Estates - Phase 3B
201 Academy Road, Suite 5
Starkville, MS 39759
662-769-8115

L8249

INDEX AS: 10.96+/- ac in the SW¼ of Section 14, Township 18 North, Range 14 East
Starkville, Oktibbeha County, Mississippi

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

**RESTRICTIVE COVENANTS
FOR
COUNTRY CLUB ESTATES - PHASE 3B**

KNOW ALL MEN BY THESE PRESENTS that Frank Jones Development, LLC being the Owner of the following described tract of land situated in the City of Starkville, Oktibbeha County, Mississippi, hereby imposes the following Restrictive Covenants on the following described tract of land which has been platted as Country Club Estates - Phase 3B:

Country Club Estates Subdivision - Phase 3B located in the City of Starkville, Mississippi as shown on the subdivision plat filed _____ and recorded on Slide ____ in the office of the Chancery Clerk of Oktibbeha County, Mississippi containing 10.96+/- ac located in the SW Quarter of Section 14, Township 18 North, Range 14 East, Oktibbeha County, Mississippi as set forth and described on Exhibit "A" attached hereto.

1. LAND USE AND BUILDING TYPE:

No building or other structure shall be erected, placed or altered on any individual lot herein described except for one (1) single family residence not to exceed two stories in height together with one small one story accessory building which may include a detached private garage. No accessory building shall be constructed prior to the construction of the main dwelling. No lot within this subdivision shall be used for any purpose other than as a single family residence.

2. DWELLING QUALITY AND SIZE:

No single story dwelling shall be permitted on any lot having a ground floor heated and air conditioned area, exclusive of porches, garages, terraces, decks and

the like of less than 2,000 square feet with not less than 1,600 square feet on the ground floor of any two story dwelling with no structure exceeding the height of 45.0 feet. All dwellings shall be constructed with either an attached or detached two car enclosed garage.

No trailer, barn, manufactured structure, shack or other similar outbuilding or structure shall be placed on any lot at any time either temporarily or permanently. For the purposes of this restriction the term "manufactured home" or "manufactured structure" shall include any home or structure manufactured offsite or is assigned a unit identification number or serial number on any certificate of origin.

3. PLAN APPROVAL:

No construction shall be commenced on any lot covered by these restrictive covenants until the plans, specifications and exterior elevation and finish have been submitted to and approved in writing by the developer or at the discretion of the developer its designated architectural control committee to include site location and set back requirements as provided in paragraph 15.

4. CONSTRUCTION SCHEDULE:

The purchasers of the lots shall be required under these covenants to construct a residence on any lot purchased from the owner of said subdivision within three years from the date of such purchase, and that failure to do so shall confer upon the owner of said subdivision an option to repurchase said lot at the price for which it was sold to said purchaser. It is also agreed that the exterior of any residence or other structures on said lot must be completed within one year after the construction of the same shall have commenced, except where such

completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

5. ROADWAY GRADE:

It is understood and agreed that the City of Starkville may at any time change the grade of any such street or other public way and any part thereof from the natural grade to a permanent grade without payment or compensation or damages to the abutting property owners.

6. NUISANCES:

No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. There shall not be maintained any plants or animals or devices or things of any sort that normal activities or existence of which is in any way noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

7. COMMERCIAL SIGNS:

No commercial signs, including "for rent", "for sale" and other similar signs shall be erected or maintained on said lot except with written permission of the Developer or except as may be required by legal proceedings, it being understood that permission will not be granted for said signs unless their erection is reasonably necessary to avert serious hardships to the property owner. Property identification and like signs exceeding a combined total of more than three square feet shall not be erected on any lot without the prior written permission of the Developer.

8. AUTOMOBILE PARKING:

All lot owners shall provide space for parking automobiles off the street prior to the occupancy of any dwelling constructed on said lot.

9. GARBAGE DISPOSAL:

Each lot owner shall provide receptacles for garbage in a secluded area not generally visible from the road, or provide underground garbage receptacles or similar facilities.

10. EASEMENT FOR UTILITIES:

There is hereby specifically reserved for the use and benefit of the Developer and any approved utility provider a permanent and perpetual non-exclusive easement for the installation, use and maintenance of utilities as shown on the subdivision plat for Country Club Estates - Phase 3B on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

11. GOLF COURSE ACCESS:

There is specifically reserved for the use and benefit of all residents within any phase of County Club Estate Subdivision one or more golf course access easements as set forth and described on one or more of the plats of for Country Club Estates Subdivision on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi.

No lot owner is authorized to grant an easement or access through any portion of the subdivision from any adjacent property not part of Country Club Estates for the purpose of gaining access to the Starkville Country Club.

12. TEMPORARY STRUCTURES:

No structure of a temporary character shall be placed upon said lot at any time, provided however, that the prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time be used as a residence or permitted to remain on the lot after completion of construction.

13. LOT SIZE:

No lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Developer.

14. TERM:

All covenants, restrictions and affirmative obligations set forth in these covenants shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument agreeing to change the covenants in whole or in part is signed by a majority of the owners of each lot and approved by the City of Starkville.

15. BUILDING LINES:

Building location including set back requirements shall be determined by the Developer (and may exceed the requirements set by the applicable zoning ordinance) as part of plan approval to insure location conformity of within the subdivision. For the purpose of calculating compliance with the set back restrictions, all porches, garages, eaves and outbuildings of every nature and description, shall

be considered as a part of the building and subject to set-back and side lot line restrictions as set forth herein.

16. DRIVEWAY & SIDEWALK:

All driveways and sidewalks connecting to each residence shall be constructed of **exposed aggregate** (cement base with rocks showing) or as otherwise approved by the Developer.

Prior to or within thirty (30) days of occupancy, each Owner shall construct and then maintain a 4.0 foot wide sidewalk constructed of **brushed concrete** located along the entire width of each lot and sited 3.0 feet off of the street curb.

17. OWNER'S ASSOCIATION/ ASSESSMENT:

The owner of each individual lot encumbered by these covenants (other than the developer) shall become a member of the Country Club Estates Owner's Association (hereafter "Owner's Association") and shall be assessed and pay over to the Owner's Association the sum of One Hundred Dollars (\$100.00) per year for use by the Developer and/or Owner's Association in the maintenance of the subdivision entranceway and all common areas. The initial annual assessment shall be due at closing of each lot and shall be prorated through the 31st day of December. Thereafter, the annual assessment shall be payable in advance on or before the 15th day of January for the period January 1 through December 31. The annual assessment may be increased or decreased by the Owner's Association in accordance with its established by-laws. Any unpaid assessment shall constitute a lien against the individual lot upon which the assessment is due.

No lot owned by Developer located within any phase of County Club Estates

Subdivision shall be subject to the jurisdiction of the Owner's Association until the lot has been sold to a third party with or without improvements.

18. DRAINAGE AREA MAINTENANCE AGREEMENT:

(a) It shall be the responsibility of the Owner's Association to comply with and maintain the interior 20.0 foot wide drainage easement area located along the East (rear) boundary of lots 264, 265, 266, and a portion of 263, and an area located adjacent to the West of said lots as set forth and described on the subdivision plat for Country Club Estates–Phase 3A on file in the office of the Chancery Clerk of Oktibbeha County, Mississippi. No fence or other permanent or semi-permanent structure shall be located within said drainage easement area and no grading, filling, piping, or modifying of the linear bases within the drainage easement area shall be permitted.

It shall also be the responsibility of the Owner's Association to maintain the storm drainage system as set forth in the subdivision plat for Country Club Estates–Phase 3B, to the extent any such drainage is based on private easements that extend beyond the City right-of-way and into common area and/or private property, it being understood and agreed that all drainage and storm drainage easements shall be designated as common area with ownership vested in the Owner's Association with corresponding responsibility to maintain and repair said drainage and storm drainage system.

(b) Notwithstanding any other provision to the contrary, the cost of maintaining the drainage easement area and the storm drainage system, as set forth and described in Paragraph 18(a) herein, shall be funded exclusively out of the

Owner's Assessment collected from Phase 3A, Phase 3B, and all subsequent Phases of Country Club Estates. It shall be the responsibility of the Owner's Association to obtain an annual maintenance estimate for the drainage easement area and the storm drainage system, as described in Paragraph 18(a) herein, and reserve funds in an amount equivalent to said estimate, plus an additional twenty percent (20%) of the maintenance estimate as a cushion, to ensure the funds will be available for immediate payment as necessary.

It shall be the responsibility of the Owner's Association to provide an accounting, upon request, of the funding methods used to fulfill this provision within thirty (30) days of such request being made in writing to the Owner's Association.

(c) The City of Starkville shall not have any responsibility or liability with respect to the drainage easements and storm drainage systems described herein, and the Owner's Association shall indemnify, defend, and hold harmless the City of Starkville from any and all claims, suits, judgments, damages, attorney fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to the drainage easements and storm drainage system described herein.

19. DEVELOPER:

For the purpose of these restrictive covenants, the Developer shall be Franklin T. Jones as the Member and LLC Manager of Frank Jones Development, LLC.

In order to facilitate development of Country Club Estates Subdivision, the Developer retains the authority to alter or amend the lot lines and/or set back restrictions.

20. ENFORCEMENT:

In the event of a violation or breach of any of the restrictive covenants set forth herein, the Developer or any individual lot owner in said subdivision shall jointly and severally have the right to proceed at law or in equity to compel a compliance with the terms, conditions and obligations set forth herein or to prevent the violation or breach of such covenants.

In addition, the City of Starkville reserves and maintains all rights and remedies available under its storm water management ordinance, as amended, for the enforcement of maintenance to the storm-drain system by the owners association in Country Club Estates – Phase 3B.

Should enforcement of these restrictive covenants become necessary, the non-defaulting party in addition to all other remedies shall be entitled to recover from the defaulting party all reasonable and necessary costs of litigation including attorney fees and court costs.

Executed this the 30th day of November, 2017.

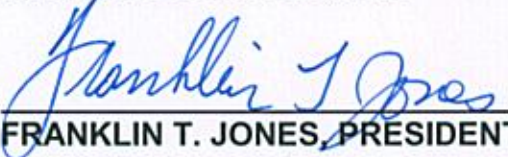
FRANK JONES DEVELOPMENT, LLC

By: Franklin T. Jones
Franklin T. Jones, Member/Manager

**JOINDER
BY
COUNTRY CLUB ESTATES OWNERS ASSOCIATION, INC.**

Country Club Estates Owners Association, Inc. does hereby join with Frank Jones Development, LLC in the filing of these Restrictive Covenants for Country Club Estates - Phase 3B to insure the Owners Association's agreement to assume the maintenance and ownership obligations of the drainage/storm drainage areas within the platted subdivision area as set forth in Paragraph 18 of the Covenants.

**COUNTRY CLUB ESTATES
OWNERS ASSOCIATION, INC.**

BY: 
FRANKLIN T. JONES, PRESIDENT

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this 30th day of November, 2017 within my jurisdiction, the within named **Franklin T. Jones** who acknowledged that he is **President of Country Club Estates Owners Association, Inc. - a Mississippi Non-Profit Corporation** and as his act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires:



Victoria Squiers Willard
NOTARY PUBLIC

STATE OF MISSISSIPPI:
COUNTY OF OKTIBBEHA:

Personally appeared before me, the undersigned authority in and for said county and state, on this the 30th day of November, 2017, within my jurisdiction, the within named **Franklin T. Jones** who acknowledged that he is **Member/Manager of Frank Jones Development, LLC** and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

My Commission Expires:

wp:\real\rest.cove-country.club.Phase.3.#2.wp



Victoria Squiers Willard
NOTARY PUBLIC



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: December 5, 2017
PAGE: Page 1 of 20

SUBJECT:

A Special Event request for the 2017 A Star(k)-filled Christmas event with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$950.00 with the funding being indirectly associated with the cost of city services from multiple departments.

Estimated costs of the City's in-kind services:

Police Department	\$ 600.00
<u>Sanitation Department</u>	<u>\$ 350.00</u>
TOTAL	\$ 950.00

FISCAL NOTE:

N/A

ADDITIONAL INFORMATION & AUTHORIZATION HISTORY:

The applicants Cindy Melby and Peter Infanger, of First United Methodist Church, are requesting in-kind services to hold the 2017 A Star(k)-filled Christmas event. The event will be held at the round -about in front of Starkville City Hall and the lawn of First United Methodist Church. The event is being sponsored by First Methodist, First Baptist, Griffin UMC, Second Baptist, St. Joseph's Catholic, First Presbyterian, Peters Rock, and the Episcopal Church. The event will be held on Sunday, December 10, 2017. Setup will begin at 4:00 pm and teardown will end at 8:00 pm. The event will start at 4:30 pm. The requested services include SPD and Sanitation with a total cost \$950.00. Insurance has been submitted to the City Attorney for review.

REQUESTING

DEPARTMENT: Community Development

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-323-2525 ext 3136

Emily Corban @ 662-323-2525 ext 3138

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

SUGGESTED MOTION:

Move to approve with condition the Special Events request for the 2017 A Star(k)-filled Christmas event with in-kind services.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name Cindy Melby / Peter Infanger		Organization Name First United Methodist Church	
Address 200 W. Lampkin St.		City Starkville	State MS
E-Mail Address peter@first-umc.org		Web Site Address www.first-umc.org	
Telephone Number 662-323-5722	Facsimile	Mobile Number 662-312-8175	Pager Number
Type of Organization ☐ Individual ☐ Charitable ☐ Non-Profit Organization (501.C3 Tax Identification #) ☐ For Profit Organization		☒ Other Downtown churches	
On-Site Contact Cindy Melby		Mobile Number for On-Site Contact 662-312-8175	

EVENT INFORMATION

Event Name A Star (K)-filled Christmas		Event Date(s) Dec. 10, 2017	Time 4:30
Type of Event: (check all that apply)	☐ Carnival ☐ Concert/Performance ☐ Festival ☐ Professional Filming	☐ Fundraiser ☐ Parade ☐ Private Gathering ☐ Reception	☐ Run/Walk ☐ Sports/Recreational ☒ Other Public gathering Christmas sing & nativity scene
Is this a first time event? ☒ Yes ☐ No		If No, date of previous event	
		What was past attendance?	
Is this event open to the public? ☒ Yes ☐ No	Admission/Entry Fee free	Estimated Total Budget	
Proposed Area (check all that apply) See attachment	☐ Cotton District ☒ Main Street - Round-about in front of city Hall and Plaza. ☐ City Park ☒ Other Lawn of First United Methodist Church		
Setup: (first item to be loaded in on site) Date: Dec. 10, 2017 Time: 4:00 p.m.	Teardown: (last item removed) Date: Dec. 10, 2017 Time: 8:00 pm	Estimated Attendance Participants: 150 Spectators: 150 Est. # Hotel Rooms:	
Known Current Sponsor(s) First Methodist, First Baptist, Griffin UMC, 2nd Baptist, St Joseph's Catholic, First Presbyterian, Episcopal Church, & Peter's Rock		Beneficiary(ies)	

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☒ Yes ☐ No	If Yes, provide the following: ☐ Recorded Music ☐ Live Music ☒ Other (please describe) <u>microphone for speakers</u>
If Yes, provide the following: Sound System ☒ Yes ☐ No Lighting System ☐ Yes ☐ No Stage ☐ Yes ☐ No Dance Floor ☐ Yes ☐ No	

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

Does the event propose closing, blocking or using public streets? ☒ Yes ☐ No If yes, a road closure plan complete with barricades and signage shall be submitted.	Street: ☐ Main Street/University ☐ Russell Street ☒ Other <u>Washington to main St. and Meigs @ Lampkin</u>	<table border="1"> <tr> <th>Closing</th> <th>Opening</th> </tr> <tr> <td>Day/Time</td> <td>Day/Time</td> </tr> <tr> <td><u>3:30</u></td> <td><u>8:00</u></td> </tr> </table>	Closing	Opening	Day/Time	Day/Time	<u>3:30</u>	<u>8:00</u>
Closing	Opening							
Day/Time	Day/Time							
<u>3:30</u>	<u>8:00</u>							

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

Temporary Perimeter Fencing ☐ Yes ☒ No *Indicate fence locations on site plan	If Yes, provide the following: Company
Provide approximate dimensions of fenced area	

Restrooms, Dumpsters, Sinks ☐ Yes ☒ No	If Yes, provide the following: Company
Other Requirements? ☒ Yes ☐ No	Number of: <u>x</u> Portables <u>enough for 150 or whatever is available.</u> ADA Portables Restroom Trailers Dumpsters Hand washing Sinks
Explain <u>Bleachers transported from parks for choirs to stand on.</u>	

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Trash Collection ☐ Yes ☒ No Street Sweeper ☐ Yes ☐ No Extra Pickups ☐ Yes ☐ No	Requirements: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Number of Workers</td> <td style="width: 40%;">Hours</td> </tr> </table>			Number of Workers	Hours
Number of Workers	Hours				

Electrical Services ☐ Yes ☐ No *Event must use a licensed electrician <i>Service for keyboard and sound system for amplify speaking voices</i>	Requirements: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Supplemental Equipment</td> <td style="width: 20%;">☐ Generator(s)</td> <td style="width: 20%;"># _____</td> </tr> <tr> <td></td> <td>☐ Light Tower(s)</td> <td># _____</td> </tr> </table> (Check all that apply)			Supplemental Equipment	☐ Generator(s)	# _____		☐ Light Tower(s)	# _____
Supplemental Equipment	☐ Generator(s)	# _____							
	☐ Light Tower(s)	# _____							

Professional Parking/Valet ☐ Yes ☒ No	If Yes, provide the following: Company <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Number of Parking Personnel</td> <td style="width: 20%;">Hours</td> <td style="width: 40%;"># of Cars</td> </tr> </table>			Number of Parking Personnel	Hours	# of Cars
Number of Parking Personnel	Hours	# of Cars				

Carnival/Amusement Rides and Attractions ☐ Yes ☒ No	If Yes, provide the following: Company <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Contact Name</td> <td style="width: 40%;">Phone</td> </tr> </table>			Contact Name	Phone
Contact Name	Phone				

Climate Control ☐ Yes ☒ No	If Yes, provide the following: Company <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Type (check all that apply)</td> <td style="width: 40%;"> ☐ Fan (pedestal, box, etc.) ☐ Misting Air ☐ Air-conditioning ☐ Heater(s) </td> </tr> </table>			Type (check all that apply)	☐ Fan (pedestal, box, etc.) ☐ Misting Air ☐ Air-conditioning ☐ Heater(s)
Type (check all that apply)	☐ Fan (pedestal, box, etc.) ☐ Misting Air ☐ Air-conditioning ☐ Heater(s)				

Pyrotechnics / Laser / Special Effects ☐ Yes ☒ No	If Yes, provide the following: Company <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Contact Name</td> <td style="width: 40%;">Phone</td> </tr> </table>			Contact Name	Phone
Contact Name	Phone				
Day/Time of Show	Length of Show (in minutes)	Products Used	Show Budget		

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

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

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

This event is a community sing-along of Christmas carols. Adult, youth, and children's choirs of the downtown churches will be the performers/leaders, but all people are invited to participate as singers or spectators.

A brass ensemble will lead the singing.

d. We are requesting portable bleachers from parks be transported in for the choirs.

L. All streets that enter to roundabout will require street closures. (see attachment)

a. Nativity Scene will locate on Fume Lawn. Harnessed animals.

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

Name of Insurance Agency		
Name of Insurance Agent		
Address		
City	State	Zip
Phone	Fax	Policy#

waiting on insurance quotes to come in

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REFERENCES (For first time event or out of town applicants or as required)

Contact Name	Jennifer Prather	Contact Name	
Company	GSDP	Company	
Telephone #	662-323-3322	Telephone #	
Relationship		Relationship	

Contact Name		Contact Name	
Company		Company	
Telephone #		Telephone #	
Relationship		Relationship	

** Lack of Reference is not Grounds for Denial of Application.*

Signature	Date:
Application received by:	Date:

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

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

CHECKLIST

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

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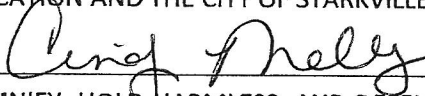
ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

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

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

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

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

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

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

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

AGREED:

APPLICANT/INDEMNITOR

BY: Condy Thelley

TITLE: event coordinator

ATTEST:

BY: Brittney Young
11/3/16



City of Starkville - Building Department

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SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

APPLICANT INFORMATION

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

Applicant Name <i>Peter Infanger Cindy Melly</i>		Organization Name <i>First United Methodist Church</i>	
Address <i>200 W. Lampkin St.</i>	City <i>Starkville</i>	State <i>MS</i>	Zip <i>39759</i>
E-Mail Address <i>Peter@first-umc.org</i>		Web Site Address <i>www.first-umc.org</i>	
Telephone Number <i>662-323-5722</i>	Facsimile	Mobile Number <i>662-312-8175</i>	
Type of Organization ☐ Charitable ☐ Non-profit organization (501.C3 Tax Identification # _____) ☒ Other <i>Downtown Churches</i>			

EVENT INFORMATION

Event Name <i>A Star(k)-filled Christmas</i>	Event Date(s) <i>Dec. 10, 2017</i>	Event Time <i>4:30</i>
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: <i>Police road closures locating park bleachers to round about on mainstreet</i> Funding request in dollars:		Other sources of event funding:

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

Advertising and Promotion

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

Radio ☒ Yes ☐ No

Television ☒ Yes ☐ No

Print Ads ☒ Yes ☐ No

Press Release ☒ Yes ☐ No

Fliers/Posters ☒ Yes ☐ No

Direct Mail ☐ Yes ☐ No

Billboards ☐ Yes ☐ No

Other ☐ Yes ☐ No

Explain: Church bulletins, website, Facebook

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


SIGNATURE OF APPLICANT

10/18/17
DATE

Fume

Fume Porting

Nativity Scene

City Hall

Plaza (Hot chocolate
cookies)

Close

Christmas tree

Brass ensemble

Bleachers

Close

Close

Main Street

meys

Washington

**QUOTATION****DATE:** 11/07/2017**QUOTE NUMBER:** QX02843251-01**PROPOSED NAMED INSURED:**
FIRST UNITED METHODIST CHURCH
PO Box 728
Starkville, MS 39760-0728**PRODUCING AGENT:**
American Management Corporation
PO Box 129
Conway AR 72032

THIS QUOTE IS VALID UNTIL 01/06/2018.

ISSUING COMPANY: Capitol Indemnity Corporation**AM BEST RATING:** "A" **STATUS:** Admitted**PROPOSED COVERAGE PERIOD:** 12/10/2017 to 12/11/2017**THIS QUOTATION IS SUBJECT TO AND CONDITIONAL UPON THE RECEIPT, REVIEW AND ACCEPTANCE OF THE FOLLOWING ADDITIONAL INFORMATION WHICH IS REQUIRED PRIOR TO BINDING:**ACCORD APP
SPECIAL EVENT APP
TRIA REJECTION**ADDITIONAL COMMENTS:**PREMIUM IS FULLY EARNED
COMMISSION 10%**PREMIUM SUMMARY:**

Commercial General Liability Coverage Part \$ 250.00

TOTAL ADVANCE PREMIUM \$ 250.00

TERRORISM RISK INSURANCE ACT OF 2015 \$ 4.00

Premium shown as payable: \$ 254.00

American Management Corporation
PO.Box 129
Conway AR 72032

FIRST UNITED METHODIST CHURCH
QUOTE NUMBER: QX02843251-01
Coverage Period: 12/10/2017 to 12/11/2017

COMMERCIAL GENERAL LIABILITY QUOTATION

LIMITS OF INSURANCE

Each Occurrence Limit	\$ 1,000,000
Personal And Advertising Injury Limit	\$ 1,000,000
Products-Completed Operations Aggregate Limit	\$ 2,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000
Damage To Premises Rented To You Limit	\$ 100,000 Any One Fire
Medical Expense Limit	\$ 5,000 Any One Person

DEDUCTIBLE

**Amount and Basis of Deductible
PER CLAIM or PER OCCURRENCE**

Bodily Injury Liability	N/A
OR	
Property Damage Liability	N/A
OR	
Bodily Injury Liability and/or Property Damage Liability Combined	N/A

American Management Corporation
PO Box 129
Conway AR 72032

FIRST UNITED METHODIST CHURCH
QUOTE NUMBER: QX02843251-01
Coverage Period: 12/10/2017 to 12/11/2017

COMMERCIAL GENERAL LIABILITY QUOTATION

Prem No.	Classification	Code No.	Premium Basis	Rate Pr/Co	Other	Advance Pr/Co	Premium Other
1	Group 2 - Special Event	00975	500 Total Attendance		0.134	\$ 0.00	\$ 67.00
	CG 20 26 - Additional Insured Designated Person or Organization	49950	1 Each				\$ 50.00
Total Advance Premium							\$ 250.00
Minimum Earned Premium							N/A

SCHEDULE OF FORMS AND ENDORSEMENTS

INTERLINE ENDORSEMENTS

CICG 174 QUOTE 04 15	<u>Common Policy Declarations</u>
CICG 176 06 11	<u>Locations Schedule</u>
CGE 112 04 96	<u>Important Notice</u>
CGE 215 04 96	<u>Important Notice Non Payment Of Premium</u>
CGE 418 11 08	<u>Non-Renewable Short Term Policy</u>
CGE 278 04 96	<u>Policyholder Audit Information</u>
CGL 388 04 10	<u>Assault Or Battery Exclusion</u>
CG 21 70 01 15	<u>Cap on Losses from Certified Acts of Terrorism</u>
IL 00 17 11 98	<u>Common Policy Conditions</u>
CG 21 87 01 15	<u>Conditional Exclusion Of Terrorism Relating To Disposition Of</u>
IL 09 85 01 15	<u>Disclosure Pursuant To Terrorism Risk Insurance Act</u>
CG 21 76 01 15	<u>Exclusion of Punitive Damages Certified Act of Terrorism</u>
IL 02 82 09 08	<u>Mississippi Changes Cancellation and Nonrenewal</u>
CGE 064 07 17	<u>Notice Offer Of Terrorism Coverage Disclosure Of Premium</u>
IL 00 21 09 08	<u>Nuclear Energy Liability Exclusion (Broad Form)</u>

GENERAL LIABILITY ENDORSEMENTS

CICL 042 QUOTE 01 11	<u>General Liability Coverage Part Declaration</u>
CICL 043 QUOTE 05-15	<u>General Liability Schedule</u>
CG 21 46 07 98	<u>Abuse Or Molestation Exclusion</u>
CG 20 26 04 13	<u>Additional Insured Designated Person Or Organization</u>
CG 00 01 04 13	<u>Commercial General Liability Coverage Form</u>
CG 21 47 12 07	<u>Employment Related Practices Exclusion</u>
CGL 138 01 13	<u>Endorsement Fully Earned Premium</u>
CGL 031 05 13	<u>Excess Provision</u>
CG 21 06 05 14	<u>Exclusion Access Or Disclosure Of Confidential Or Personal Info</u>
CGL 431 01 13	<u>Exclusion Amusement Rides</u>
CG 21 01 11 85	<u>Exclusion Athletic or Sports Participants</u>
CG 22 58 11 85	<u>Exclusion Described Hazard Carnival Circus Fair</u>
CGL 426 01 13	<u>Exclusion Described Hazard Fireworks Explosives Pyrotechnic Dev</u>
CG 21 16 04 13	<u>Exclusion Designated Professional Services</u>
CGL 367 01 13	<u>Exclusion Inflatable Amusement Device</u>
CGL 135 01 13	<u>Exclusion Lead Liability</u>
CG 21 09 06 15	<u>Exclusion Unmanned Aircraft</u>
CG 21 67 12 04	<u>Fungi or Bacteria Exclusion</u>
CGL 080 01 13	<u>Limitation Of Coverage To Scheduled Events</u>
CGL 364 04 12	<u>Policy Period Amendment Postponed Event</u>
CG 21 96 03 05	<u>Silica or Silica Related Dust Exclusion</u>
CGL 453 07 13	<u>Total Asbestos Exclusion</u>
CGL 446 01 13	<u>Total Horse And Equine Exclusion</u>

NOTICE – OFFER OF TERRORISM COVERAGE / DISCLOSURE OF PREMIUM

Named Insured:	FIRST UNITED METHODIST CHURCH
Attached to Quote #:	QX02843251-01
Attached to Policy #:	

The Terrorism Risk Insurance Act of 2002 established a program within the Department of the Treasury, under which the federal government shares with the insurance industry the risk of loss from future terrorist attacks. In January 2015, the Terrorism Risk Insurance Program Reauthorization Act of 2015 (the "Reauthorization Act") extended this program through December 31, 2020. Under the "Reauthorization Act":

- An act of terrorism must cause losses of at least \$100 million for calendar year 2015, \$120 million for calendar year 2016, \$140 million for calendar year 2017, \$160 million for calendar year 2018, \$180 million for calendar year 2019, and \$200 million for calendar year 2020;
- Must be a "certified act of terrorism" as recognized by the U. S. Treasury Department
- A cap limits the U. S. Government reimbursement as well as insurers' liability for losses resulting from a "certified act of terrorism" when the amount of such losses in a calendar year (January 1 through December 31) exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.
- The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals the percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention for the calendar years shown as follows:

Year	The federal share of terrorism losses
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020	80%

In accordance with the "Reauthorization Act" of 2015, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act. Your decision is needed on this question: do you choose to pay the premium for terrorism coverage stated in this offer of coverage, or do you reject the offer of coverage and decline to pay the premium? You may accept or reject this offer.

See the section of this Notice titled **DISCLOSURE OF PREMIUM**. If you choose to accept this offer of coverage your total policy premium will include the additional premium for terrorism as stated in such **DISCLOSURE**.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

Terrorism coverage provided by this policy for losses resulting from "certified acts of terrorism" may be partially reimbursed by the U. S. Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, (for example, nuclear or war exclusions. Under the formula, the U. S. Government's share equals a percentage of the insured losses that exceed the applicable insurer retention, in accordance with the table set forth above.

DISCLOSURE OF PREMIUM

If you accept this offer, no signature is needed. The prospective premium for terrorism coverage is:	\$ 4.00
--	---------

You may choose to reject the offer by signing the enclosed statement and returning it to us by the premium due date, and your policy will be endorsed to exclude the described coverage.

ENCLOSURE – REJECTION STATEMENT

I hereby **reject** the offer of terrorism coverage. I understand that an **exclusion** of certain terrorism losses will be made part of this policy.

Signature (Named Insured)

Dated



CapSpecialty

Special Events Supplemental Application

Please answer all questions. Submit this supplemental application with a completed ACORD application and prior carrier loss runs.

Named Insured:

FIRST UNITED METHODIST CHURCH

Event Name:

Event Location:

CITY HALL - 110 W. MAIN ST

GENERAL INFORMATION

1. What type of event is this?

- | | | | |
|--|---|--|---|
| ☐ Animal Event | ☐ Conference/Meeting | ☐ Educational | ☐ Festivals/Parades |
| ☐ Film and Television | ☐ Fundraisers | ☐ Life Event | ☒ Live Performances |
| ☐ Non-athletic Competition | ☐ Recreation | ☐ Sales Event/Auction | ☐ Seasonal Event |
| ☐ Social Gathering/Activity | ☐ Sporting Event | ☐ Trade Show or Fair | ☐ Vendor |
| ☐ Other: | | | |

2. Provide a detailed description of the event. Attach a copy of marketing materials, such as brochures or flyers.

CHRISTMAS CAROL PROGRAM - MUSIC PERFORMED BY AREA CHURCHES

3. What is the applicant's participation in this event?

☒ Organizer

☒ Participant

☐ Vendor

☐ Other

4. Dates of Event* 12/10/17 To 12/10/17

Hours of Event 2 pm To 4 pm

*Does not include dates solely used for set-up and tear-down.

5. Total Estimated Attendance 500

Total Estimated Gross Sales:

Gross Ticket Sales:

Gross Food and Beverage Sales:

Gross Alcohol Sales:

Other Gross Sales:

6. Is there employed or contracted armed security or crowd control?

☐ Yes ☒ No

ACTIVITIES

1. Are there any amusement rides?

☐ Yes ☒ No

a. If yes, are the rides owned or operated by you?

☐ Yes ☐ No

2. Is there any airsoft or paintball gun usage?

☐ Yes ☒ No

3. Are there any construction exposures, e.g. Habitat for Humanity?

☐ Yes ☒ No

4. Is there any bungee jumping, hot air balloon rides, skydiving or parachuting?

☐ Yes ☒ No

5. Are there any inflatables, e.g. bounce houses?

☐ Yes ☒ No

a. If yes, are these owned or operated by you?

☐ Yes ☐ No

6. Are there any trampolines, water rides or water slides?

☐ Yes ☒ No

7. Are there hunts for dangerous game (e.g. bears, wild big cats or alligators) or taking place on dangerous terrain, such as steep mountain sides and cliffs?

☐ Yes ☒ No

8. Are there any bonfires or open pit fires?

☐ Yes ☒ No

a. Is the fire confined to a controlled area, bounded by stone or metal?

☐ Yes ☐ No

b. Is anything other than wood burned?

☐ Yes ☐ No

c. Who is responsible for monitoring and controlling the fire?

d. Are fire extinguishers or a water source readily available?

☐ Yes ☐ No

9. Does the event have any horse drawn rides?

☐ Yes ☒ No

IMPORTANT NOTICE

I DECLARE THAT THE STATEMENTS MADE IN THIS SUPPLEMENTAL APPLICATION ARE COMPLETE AND TRUE TO THE BEST OF MY KNOWLEDGE AFTER REASONABLE INQUIRY AND ARE MADE PART OF ALL APPLICABLE APPLICATIONS FOR INSURANCE.

Any person who knowingly and with intent to defraud any insurance company or another person submits an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information containing any material fact thereto, commits a fraudulent act that is subject to criminal and substantial civil penalties. I agree that any intentional concealment or misrepresentation of a material fact concerning this insurance or the subject thereof may void any policy issued. I HAVE READ AND UNDERSTAND THE FRAUD WARNINGS CONTAINED IN ALL APPLICATIONS.

(As part of our underwriting procedures, a routine inquiry may be made to obtain applicable information concerning character, general reputation, and credit history. Upon your written request, additional information as to the nature and scope of the report, if one is made, will be provided.)

X

Applicant Signature

Title

Date

Producer Signature

Date



COMMERCIAL INSURANCE APPLICATION

APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY)

10/31/2017

AGENCY Renasant Insurance, Inc. 307 B University Drive P. O. Box 843 Starkville MS 39760		CARRIER Miscellaneous Ins. Companies NAIC CODE 0025	
CONTACT NAME: Margaret Boyd		COMPANY POLICY OR PROGRAM NAME	
PHONE (A/C, No, Ext): (662)323-5550		POLICY NUMBER	
FAX (A/C, No): (662)323-3377		QUOTE	
E-MAIL ADDRESS:		UNDERWRITER	
CODE:		UNDERWRITER OFFICE	
SUBCODE:		STATUS OF TRANSACTION	
AGENCY CUSTOMER ID: 00045825		QUOTE ☒ ISSUE POLICY ☐ RENEW	
		BOUND (Give Date and/or Attach Copy)	
		CHANGE DATE TIME ☒ AM ☐ PM	
		CANCEL 12/10/2017 12:01	

LINE OF BUSINESS

INDICATE LINE OF BUSINESS	PREMIUM		PREMIUM		PREMIUM
☐ BOILER & MACHINERY	\$		☐ CYBER AND PRIVACY	\$	
☐ BUSINESS AUTO	\$		☐ FIDUCIARY LIABILITY	\$	
☐ BUSINESS OWNERS	\$		☐ GARAGE AND DEALERS	\$	
☒ COMMERCIAL GENERAL LIABILITY	\$		☐ LIQUOR LIABILITY	\$	
☐ COMMERCIAL INLAND MARINE	\$		☐ MOTOR CARRIER	\$	
☐ COMMERCIAL PROPERTY	\$		☐ TRUCKERS	\$	
☐ CRIME	\$		☐ UMBRELLA	\$	

ATTACHMENTS

☐ ACCOUNTS RECEIVABLE / VALUABLE PAPERS	☐ GLASS AND SIGN SECTION	☐ STATEMENT / SCHEDULE OF VALUES
☐ ADDITIONAL INTEREST SCHEDULE	☐ HOTEL / MOTEL SUPPLEMENT	☐ STATE SUPPLEMENT (If applicable)
☐ ADDITIONAL PREMISES INFORMATION SCHEDULE	☐ INSTALLATION / BUILDERS RISK SECTION	☐ VACANT BUILDING SUPPLEMENT
☐ APARTMENT BUILDING SUPPLEMENT	☐ INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT	☐ VEHICLE SCHEDULE
☐ CONDO ASSN BYLAWS (for D&O Coverage only)	☐ INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT	
☐ CONTRACTORS SUPPLEMENT	☐ LOSS SUMMARY	
☐ COVERAGES SCHEDULE	☐ OPEN CARGO SECTION	
☐ DEALERS SECTION	☐ PREMIUM PAYMENT SUPPLEMENT	
☐ DRIVER INFORMATION SCHEDULE	☐ PROFESSIONAL LIABILITY SUPPLEMENT	
☐ ELECTRONIC DATA PROCESSING SECTION	☐ RESTAURANT / TAVERN SUPPLEMENT	

POLICY INFORMATION

PROPOSED EFF DATE 12/10/2017	PROPOSED EXP DATE 12/10/2017	BILLING PLAN ☒ DIRECT ☐ AGENCY	PAYMENT PLAN	METHOD OF PAYMENT	AUDIT	DEPOSIT \$	MINIMUM PREMIUM \$	POLICY PREMIUM \$ 0.00
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APPLICANT INFORMATION

NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) First United Methodist Church Po Drawer 728 Starkville MS 39759-0000		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #: (601)323-5722			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ SUBCHAPTER "S" CORPORATION			
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ TRUST			
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ SUBCHAPTER "S" CORPORATION			
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ TRUST			
NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)		GL CODE	SIC	NAICS	FEIN OR SOC SEC #
		BUSINESS PHONE #:			
		WEBSITE ADDRESS			
☐ CORPORATION	☐ JOINT VENTURE	☐ SUBCHAPTER "S" CORPORATION			
☐ INDIVIDUAL	☐ LLC NO. OF MEMBERS AND MANAGERS: _____	☐ TRUST			

GENERAL INFORMATION

AGENCY CUSTOMER ID: 00045825

EXPLAIN ALL "YES" RESPONSES

1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY?

Y/N

PARENT COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

N

1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES?

N

SUBSIDIARY COMPANY NAME

RELATIONSHIP DESCRIPTION

% OWNED

2. IS A FORMAL SAFETY PROGRAM IN OPERATION?

N

☐ SAFETY MANUAL☐ SAFETY POSITION☐ MONTHLY MEETINGS☐ OSHA☐

3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?

N

4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers)

N

LINE OF BUSINESS

POLICY NUMBER

LINE OF BUSINESS

POLICY NUMBER

5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? (Missouri Applicants - Do not answer this question)

N

☐ NON-PAYMENT☐ AGENT NO LONGER REPRESENTS CARRIER☐☐ NON-RENEWAL☐ UNDERWRITING☐ CONDITION CORRECTED (Describe):

6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?

N

7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY?
(In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).

N

8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS?

N

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS?

OCCUR DATE

EXPLANATION

RESOLUTION

RESOLVE DATE

11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST:

N

12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES?
(If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure)

N

13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED?

14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use)

15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use)

REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PRIOR CARRIER INFORMATION

YEAR	CATEGORY	GENERAL LIABILITY	AUTOMOBILE	PROPERTY	OTHER:
	CARRIER				
	POLICY NUMBER				
	PREMIUM	\$	\$	\$	\$
	EFFECTIVE DATE				
	EXPIRATION DATE				



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: December 5, 2017
PAGE: Page 1 of 5

SUBJECT: Discussion and Consideration of AA 17-01 an Administrative Appeal of the denial of site plan approval for the proposed Corbin's Place subdivision located outside of City Limits on Bluecut Road with the parcel # 104-19-010.00 and 104-19-010.01.

AUTHORIZATION HISTORY:

The applicant Jason Pepper on behalf of Smart Investments LLC, is requesting connection to city utility services for a 24 lot subdivision. The proposed subdivision is located outside of city limits on the west side of the City. It has been the City's policy in the past to execute an agreement for developments outside of city limits connecting to City services. This agreement requires that the development be designed and constructed to City standards with an approved site plan. The Development Review Committee is the only mechanism for the City to approve site plans. This development does not meet City standards and therefore the site plan was denied on September 6, 2017. The Applicant appealed the decision of the Development Review Committee on September 6, 2017 within the 10 day period for appeal. The reasons listed for denial of the site plan are as follows:

1. The right of way width does not meet City standards- Appendix B, Article VI, Sec. 1, 6, A
2. The road width does not meet City Standards- Appendix B, Article VI, Sec. 1, 6, B
3. The road design does not meet City Standards- Appendix B, Article VII, Sec. 1, 1, B, 1
4. There is no Stormwater Management plan- Chapter 54, Article VI, Sec. 54-163

**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:



Daniel Havelin
City Planner
d.havelin@cityofstarkville.org
Phone: 662-323-2525 x 3136

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

Emily Corban
Assistant City Planner
e.corban@cityofstarkville.org
Phone: 662-323-2525 x 3138

September 06, 2017

Attention:
Jason Pepper
Pepper Surveying
Starkville, MS 39759

RE: PR 17-14 Corbin's Place – Denied

Mr. Pepper:

The Development Review Committee at their regular meeting of August 24, 2017 reviewed the site plan application for Corbin's Place subdivision located outside the city limits on Bluecut Road. It has been the City's policy in the past to execute an agreement if a development was outside of the City but wanted to take advantage of City services. This agreement requires that the development be designed and constructed to City standards. This development does not meet City standards and therefore the site plan is denied. The reasons for denial are as follows:

1. The right of way width does not meet City standards- *Appendix B, Article VI, Sec. 1, 6, A*
2. The road width does not meet City Standards- *Appendix B, Article VI, Sec. 1, 6, B*
3. The road design does not meet City Standards- *Appendix B, Article VII, Sec. 1, 1, B, 1*
4. There is no Stormwater Management plan- *Chapter 54, Article VI, Sec. 54-163*

If you desire to appeal the decision regarding case PR 17-14 you may do so within ten (10) business days as of September 6, 2017. If appealed, the case will be heard at a regularly scheduled Board of Aldermen meeting.

If you have any questions, please do not hesitate to call me at (662) 323-2525 ext. 3136.

Regards,

Daniel Havelin
City Planner



September 6, 2017

**City of Starkville
Attn: Mr. Daniel Havelin
110 West Main Street
Starkville, MS 39759
Via: d.havelin@cityofstarkville.org**

**Re: PR 17-14 Corbin's Place - Denied
Starkville, Mississippi**

Dear Mr. Havelin:

We have received your letter dated September 6, 2017 in reference to the above-mentioned project. Our client would like to appeal the decision of the Development Review Committee.

As mentioned in your letter, the City's policy in the past has been to execute an agreement if a development was outside of the City, but wanted to take advantage of City services. City water service already exists to this property and we are requesting to connect to City sewer service at the expense of the client.

Your letter also states that the development must meet the design requirements of the City and state the reasons for denial are:

1. The right of way width does not meet the City standards.
2. The road width does not meet the City standards.
3. The road design does not meet the City standards.
4. There is no Stormwater Management Plan.

Below are our responses to the four items for denial:

1. The City Engineer requested that we create right of way for streets. However, any right of way created cannot be dedicated to the City.
2. The streets are not intended to be dedicated to the City for maintenance. Maintenance will be provided by the homeowner's association.
3. The streets are not intended to be, nor can they be, dedicated to the City.
4. Site design does not show a significant increase in runoff.

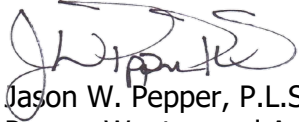
Mapping Division
10854 H Stark Road
Starkville, MS 39759

Telephone and Fax:
1-888-446-3141

Engineering Division
1249 Pencarro Boulevard
Foley, AL 36535

Please feel free to contact me with any questions you may have. I can be contacted by phone at (662) 418-5942 or by email at jasonpepper@peppersurveying.com.

Respectfully,

A handwritten signature in dark ink, appearing to read 'J. Pepper', written over a horizontal line.

Jason W. Pepper, P.L.S.
Pepper Wooten and Associates, LLC

Mapping Division
10854 H Stark Road
Starkville, MS 39759

Telephone and Fax:
1-888-446-3141

Engineering Division
1249 Pencarro Boulevard
Foley, AL 36535

Proposed Layout





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: December 5, 2017
PAGE: Page 1 of 14

SUBJECT: Discussion and Consideration of AA 17-02 an Administrative Appeal of the denial of the use of EIFS for 550 Russell Street in a T-5 District with the parcel number 101D-00-316.00

AUTHORIZATION HISTORY:

The applicant, Mark Castleberry, is appealing the decision by the Community Development Department and the Planning and Zoning Commission to not allow the use of EIFS (exterior insulation and finish systems) on the 2nd and 3rd floor of a building currently under construction. The project is located in a T-5 District. EIFS is not an allowable façade material in a T-District. At the November 14, 2017 meeting of the Planning and Zoning Commission, the Commission voted 5 to 1 to deny the request of an administrative appeal from the decision of the Development Review Committee. On November 15, 2017 the applicant appealed the decision of the Planning and Zoning Commission to the Board of Aldermen.

**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:



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: AA 17-02 Request for an Administrative Appeal from denial of the use of EIFS for 550
Russell Street in a T-5 District with the parcel number 101D-00-316.00
Date: November 14, 2017

The purpose of this report is to provide information regarding the request by Mark Castleberry of Castle Properties for an Administrative Appeal for 550 Russell Street in a T-5 District with the property #101D-00-316.00. Please see attachments 1- 6.

BACKGROUND INFORMATION:

The applicant is appealing the decision by the Community Development Department to not allow the use of EIFS (exterior insulation and finish systems) on the 2nd and 3rd floor of a building currently under construction. The project is located in a T-5 District. The regulation of façade material can be found in the definition section of the T-District regulations under "Façade".

CODE SECTION DENIAL WAS BASED FROM:

APPENDIX A – ZONING, ARTICLE VII. – DISTRICT REGULATIONS, Sec. T. – Transect districts, § 7. - DEFINITIONS.

Façade the exterior wall of any building oriented toward or set along a Frontage Line. The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco and natural stone. (see Elevation)

ADMINISTRATIVE APPEAL REQUIREMENTS:

APPENDIX A – ZONING, ARTICLE VII. – DISTRICT REGULATIONS, Sec. T. – Transect districts

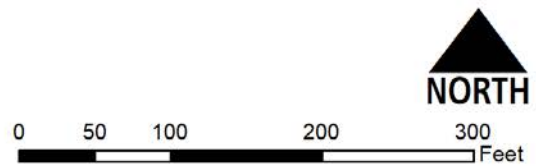
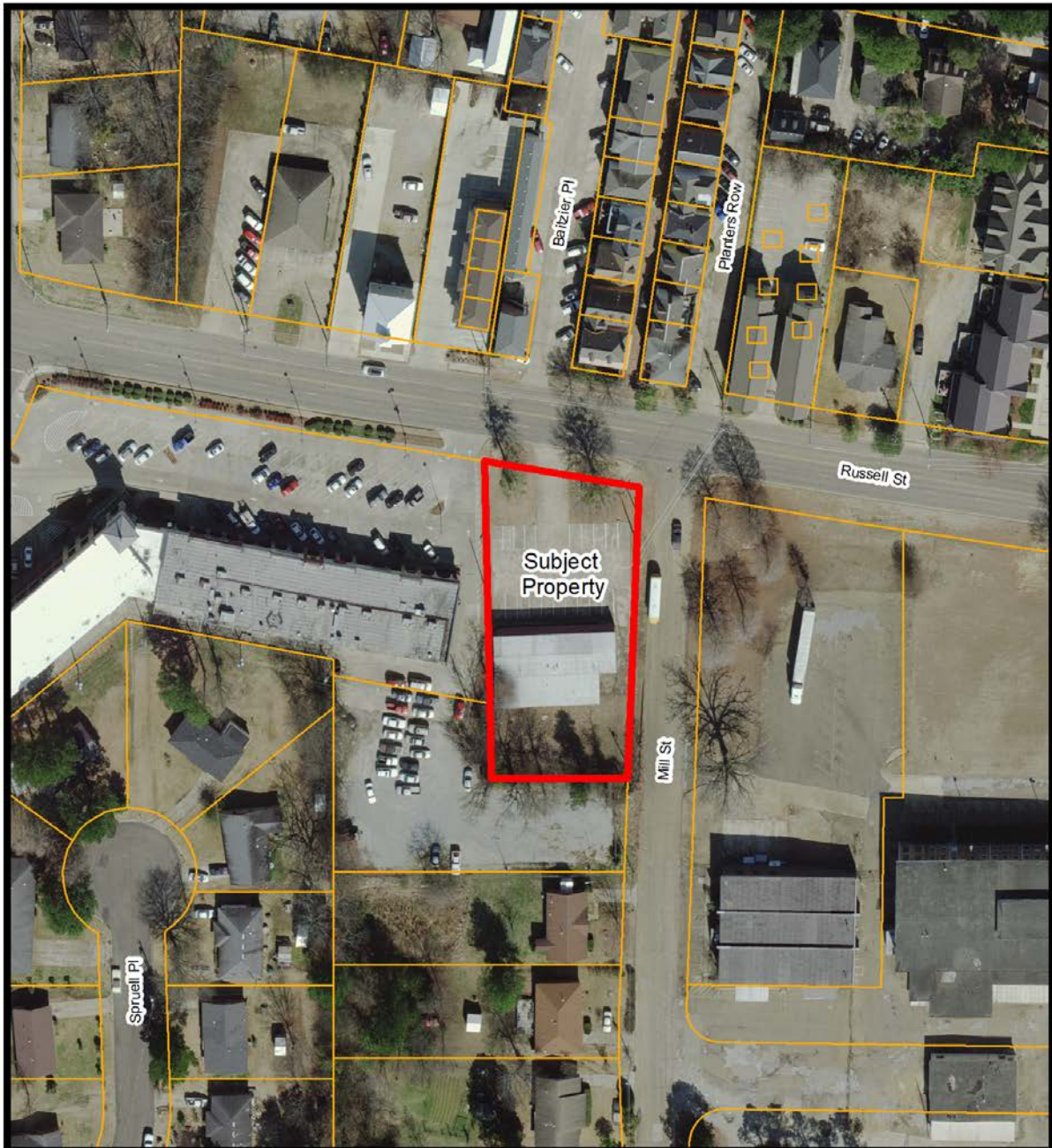
1.4 ADMINISTRATIVE REVIEW

- (a) *This Section specifically provides for the administrative approval or denial of site and/or building plans.*
- (b) *Administrative reviews of site and/or building plans shall be reviewed within 30 calendar days of receipt of a complete application submittal package to the Planning Office.*
- (c) *Any decision regarding an approval or denial of a site and/or building plan shall state, in writing, the reasons for the approval or denial, within 30 calendar days of receipt of the complete application submittal package to the Planning Office.*
- (d) *If the Planning Office denies any site and/or building plan, the applicant may appeal the decision to the Planning and Zoning Commission so long as the appeal is*

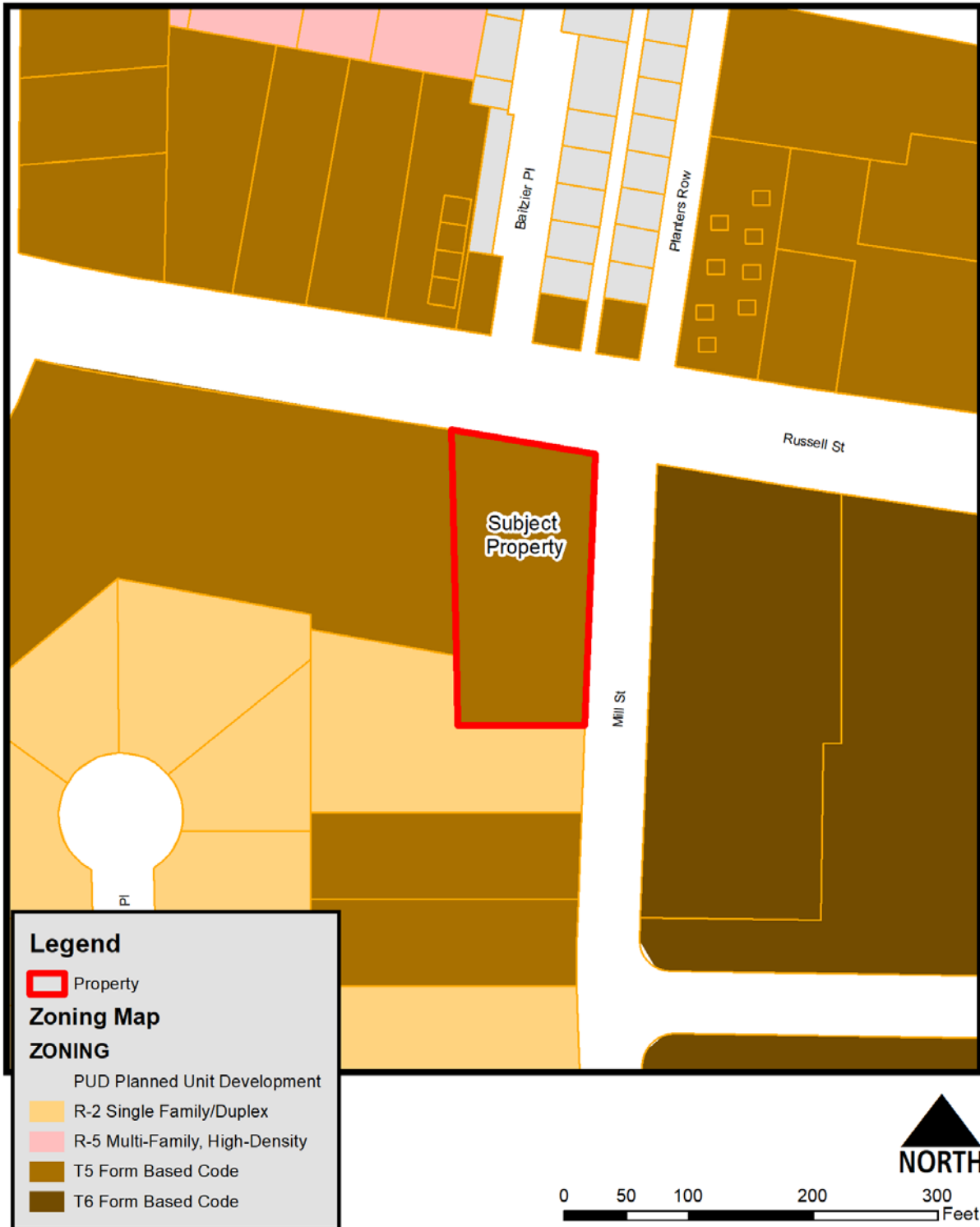
submitted within 30 days of the denial. The Planning and Zoning Commission shall review the application de novo.

- i. The appeal must be filed with the Planning Office for submittal to the Planning and Zoning Commission.*
- ii. The following procedures shall apply to all appeals:*
 - a. The appeal shall state specific relief sought and reasons for such relief.*
 - b. It shall be the applicant's responsibility to provide sufficient justification for approval of the appeal.*
 - c. The City Planner shall prepare a report evaluating the applicant's appeal for the Planning and Zoning Commission within 30 days of the filing of the appeal. If the Planning and Zoning Commission fails to act upon the appeal within 90 days of the filing of the appeal, the appeal will be deemed denied and subject to further appeal as set out in subsection (g).*
 - d. In reviewing the appeal, the Planning and Zoning Commission shall consider all technical evaluation and relevant factors presented by the applicant and City staff.*
 - e. The Planning and Zoning Commission may attach such conditions to the granting of the appeal as it deems necessary to further the purpose of this Form Based Code.*
 - f. If the appeal is approved, it shall be granted upon findings by the Planning and Zoning Commission that the following standards have been met:*
 - i. That failure to approve the appeal could result in exceptional hardship to the applicant; and*
 - ii. That approving the appeal will not result in any threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public; and*
 - iii. That the necessity for the appeal is not the result of conditions which have been self-imposed by the applicant; and*
 - iv. That the approval of the appeal is the minimum necessary for the applicant to continue with the project.*
 - g. If the appeal is not approved, the decision of the Planning and Zoning Commission may be appealed to the Mayor and Board of Aldermen. The appeal shall be filed in writing by the applicant within 10 working days of the denial by the Planning and Zoning Commission and shall be filed with the Planning Office. The appeal shall be heard at the next regularly scheduled meeting of the Mayor and Board of Aldermen following receipt of the notice of appeal.*

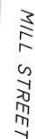
Attachment 1
AA 17-02 Aerial



Attachment 2
AA 17-02 Zoning



RUSSELL STREET



Attachment 4- Letter of Appeal

Daniel Havelin

From: Mark Castleberry <mark@casprop.net>
Sent: Wednesday, October 25, 2017 1:46 PM
To: Daniel Havelin
Subject: Administrative Appeal for use of EFIS on 550 Russell project

Daniel Havelin,

My request is to be placed on the agenda of the upcoming meeting of the Planning and Zoning committee. My purpose is to appeal the rejection for the use of a drainable EFIS system as the surface finish for floors 2 & 3 of our 550 Russell development.

Sincerely,

Mark Castleberry



Mark Castleberry

Castle Properties

412 Main St.

Columbus, MS 39701

office: (662) 244-7099

fax: (662) 244-7299

cell: (662) 524-0377

mark@casprop.net

themillconferencecenter.com

themillatmsu.com

Attachment 5- Applicant Statement

There is good information in the EIMA website (EIMA.com) under “about EIFS”, there is a tab “benefits of EIFS” under that. It seems that in most municipalities that are banning EIFS, it is either aesthetics, moisture intrusion (left over from the issues in NC in the 90’s) or durability. Let me address these one at a time.

1. Aesthetics – EIFS these days can look like so much more than “stucco”, with brick looks (NewBrick really is a good sample to bring) granite, Limestone, metal panel’s, and on and on. Some photos and may samples could help here.
2. Moisture Intrusion - Most EIFS system today incorporate a fluid applied air and weather barrier, either vapor permeable or as a vapor barrier depending on the location. This gives a single source warranty against moisture intrusion, with at least the Dryvit warranty giving a 10 year warranty. All other claddings require multiple warranty’s as they do not have a single source. There are also options to include the sealants with the warranty (as in the Dryvit Compound warranty where we team up with Tremco and include the sealant in our warranty).
3. Durability – no days we have systems that meet all the required NOA’s in hurricane zones such as Florida (required to pass a large scale missile test where a 2 x 4 is shot out of an air cannon at 38 mph and no fracture in the system or sheathing behind it can occur). Dryvit also has HDCl (20 year warranty against damage) and even “woodpecker Proof” basecoat that we have in Canada and soon will be introducing in the states. In addition there are mildewcides and silicones available in finishes (check out Dryvit’s HDP finishes in this video <https://www.youtube.com/watch?v=laUmzbquDK4>).

Some of the basic points are:

- Energy Efficiency - This is kind of a no brainer and most are aware of this as it is called EIFS, but having the insulation on the exterior of the framing is a much more efficient way to insulate a building, and although this particular building does not require CI, this is the reason the codes are changing to require it in most cases, eventually it will be everywhere. Putting CI behind other claddings is widely untested (EIFS has been in the US for almost 50 years now and has its own section in the IBC)
- Design Flexibility & Aesthetics – Many are under the impression that EIFS looks like beige stucco, and are not aware it can look like brick, or wood, or stone, etc. Taking in samples or photos has helped in other municipalities (NewBrick really turns heads). We have a situation now in Sandy Springs Utah where they Commissioners had no idea it could look like
- Moisture control – the air and weather barriers basically weathers in the building given a second barrier against moisture, and if a hole somehow gets in the building, it will drain out easily unlike most other claddings. There is nothing to rust behind the system (like lath in stucco or brick ties)
- Durability – we have many different types of impact resistant systems. We can meet any hurricane zone requirement in Florida, have systems where we will give a warranty against damage (HDCl) and continue to give options (woodpecker proof basecoat as an example) to address concerns as they come up
- Fire Testing – testing in general on EIFS is way beyond most claddings, mainly because EIFS was not specifically addressed in the building code (it is now in **Chapter 14** Exterior Walls section 1406.2 Combustible exterior wall coverings **and Chapter 26** Plastic) but EIFS has full Scale testing, flame spread testing, NFPA 285 assembly test, every test needed to be used in Non Combustible construction projects in every major city in the US. The fire recently in the UK referred to exterior insulation, it was NOT EIFS, but had a different kind of insulation board and

finish over it. I just mention that as this comes up now since it recently happened and is easily blamed on EIFS (we do sell a lot of EIFS in the UK and Europe, but again, that project was not EIFS at all).



Guide to EIFS

with Drainage Detailing



Exterior Insulation and Finish Systems (EIFS)



EIMA EIFS INDUSTRY
MEMBERS
ASSOCIATION

Guide to EIFS with Drainage Detailing

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EIFS INDUSTRY
MEMBERS
ASSOCIATION

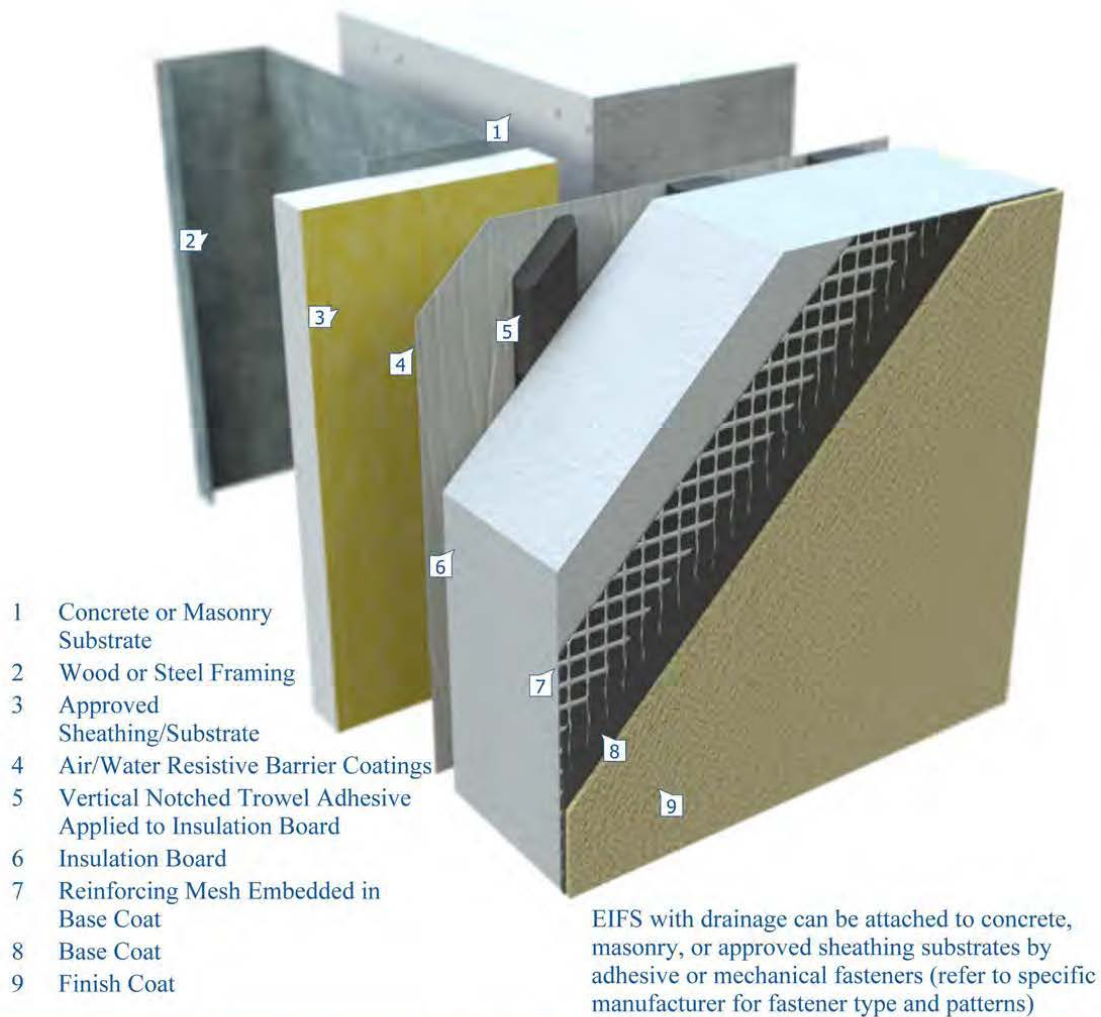
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These drawings and comments are for general information only, and EIMA specifically disclaims any design or construction intent or responsibility. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, ISSUED OR MADE BY EIMA IN CONNECTION WITH THESE DRAWINGS AND COMMENTS OR REGARDING THE USE OF EIFS. These drawings are not intended and should not be used as a substitute for the EIFS system manufacturer's specifications and recommended construction practices and/or for professional building design services.

The specification, design and construction of all EIFS must comply with local building codes and standards, applicable compliance reports and the individual manufacturer's system requirements. These requirements differ materially. Only the EIFS manufacturer or design professional can furnish specifications, details, drawings, and construction practices to be followed for actual construction and use of an EIFS product and for compliance with applicable local building codes and construction practices. The successful installation and performance of EIFS cladding is dependent upon the proper design and construction of the adjacent materials and systems of the structure. For these reasons, only a licensed and qualified design professional can create and issue specifications, drawings and details for actual or prospective construction or renovation using EIFS. These drawings and comments are not intended for inspections, retrofit or repair. These drawings are not intended as an exclusive method for achieving desired performance. Alternative configurations may achieve equal or better performance.

These drawings and comments apply only to complete EIFS products as specifically defined in the current edition of EIMA Classification Paper.

TYPICAL EIFS CONFIGURATION



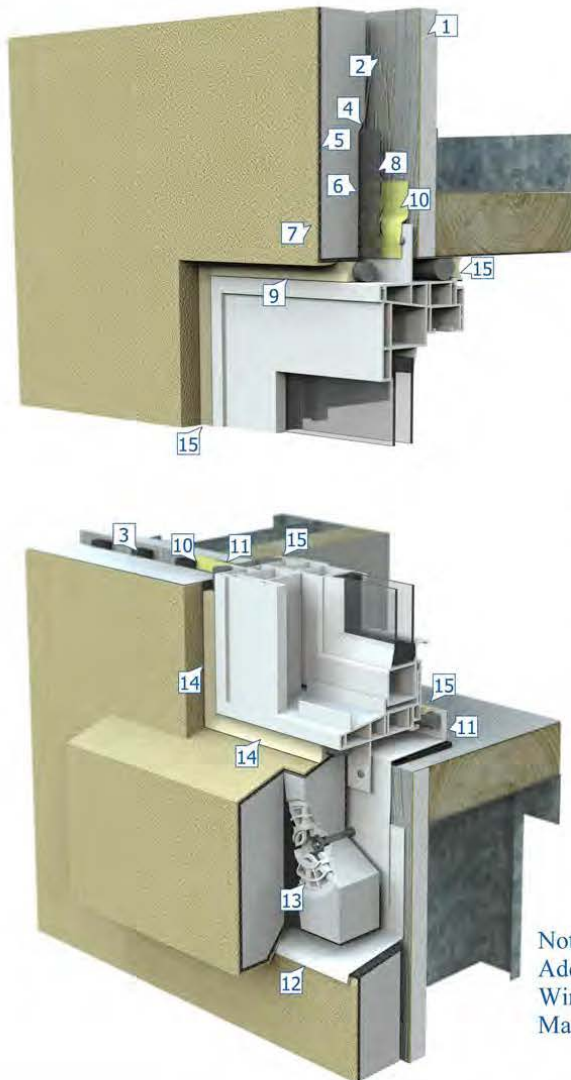
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These drawings and comments apply only to complete EIFS products as specifically defined in the current edition of EIMA Classification Paper.

HEAD/SILL SELF-FLASHING WINDOW



- 1 Approved Sheathing/Substrate
- 2 Air/Water Resistive Barrier Coatings
- 3 Adhesive in Vertical Notched Trowel Configuration
- 4 Insulation Board Notched to Accommodate Opening Preparation and Provision for Drainage
- 5 Reinforcing Mesh Embedded in Base Coat
- 6 Detail Mesh Wrapped to Back Side of Insulation Board 2" (51 mm) Min.
- 7 Finish Coat
- 8 Drainage Strip per Manufacturer if Applicable
- 9 Sealant with Closed Cell Backer Rod and Weeps Every 24" (610 mm)
- 10 EIFS Manufacturer Recommended Transition
- 11 Bed Sealed and Shimmed Concealed Sill Pan Flashing with End Dams
- 12 Transition Flashing
- 13 Mechanical Fastener
- 14 Sealant with Closed Cell Backer Rod
- 15 Air Seal

Note:
Additional Head Flashing May Be Necessary for Windows That Are Not Self Flashing, Refer to Window Manufacturer's Requirements.



Daniel Havelin <d.havelin@cityofstarkville.org>

550 Russell: Use of EFIS

1 message

Mark Castleberry <mark@casprop.net>
To: Daniel Havelin <d.havelin@cityofstarkville.org>

Wed, Nov 15, 2017 at 11:15 AM

Daniel Havelin,

My request is to be placed on the agenda of the upcoming meeting of the Starkville Board of Alderman. My purpose is to appeal the decision to deny my Administrative Appeal for the use of a drainable EFIS system as the surface finish for floors 2 & 3 of our 550 Russell development.

Sincerely,

Mark Castleberry

**Mark Castleberry**

Castle Properties

412 Main St.

Columbus, MS 39701

office: (662) 244-7099

fax: (662) 244-7299

cell: (662) 524-0377

mark@casprop.net

themillconferencecenter.com

themillatmsu.com



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: December 5, 2017
PAGE: Page 1 of 9

SUBJECT: Discussion and Consideration of AA 17-03 an Administrative Appeal of the denial of the placement of a secondary building at 35 Jarnigan Street in a T-4 District with the parcel number 101D-00-316.00

AUTHORIZATION HISTORY:

The applicant, Dwight Harding, is appealing the decision by the Development Review Committee and the Planning and Zoning Commission to not allow the placement of a secondary building on a lot that is less than 150' in depth. A lot less than 150' in depth can only have one primary and one outbuilding located on the lot, with the outbuilding being a maximum of 576 square feet. The Applicant is proposing to move an existing house, with +-1,369 sq. ft., from 104 Lummus and place it in the backyard of 35 Jarnigan Street which already has an existing house. At the November 14, 2017 meeting of the Planning and Zoning Commission, the Commission voted 4 to 2 to deny the request of an administrative appeal from the decision of the Development Review Committee. On November 17, 2017 the applicant appealed the decision of the Planning and Zoning Commission to the Board of Aldermen.

**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:



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: AA 17-03 Request for an Administrative Appeal from denial of the placement of a secondary building at 35 Jarnigan Street in a T-4 District with the parcel number 101D-00-316.00
Date: November 14, 2017

The purpose of this report is to provide information regarding the request by Dwight Harding for an Administrative Appeal for 35 Jarnigan Street in a T-4 District with the property #101D-00-316.00. Please see attachments 1- 4.

BACKGROUND INFORMATION:

The applicant is appealing the decision by the Community Development Department to not allow the placement of a secondary building on a lot that is less than 150' in depth. A lot less than 150' in depth can only have one primary and one outbuilding located on the lot. The Applicant is proposing to move an existing house from 104 Lummus and place it in the backyard of 35 Jarnigan Street which already has an existing house.

CODE SECTION DENIAL WAS BASED FROM:

APPENDIX A – ZONING, ARTICLE VII. – DISTRICT REGULATIONS, Sec. T. – Transect districts, § 7.

§ 3 - Specific to T4 Districts

6.2 Lot Occupation

- a) *For Lots less than one-hundred and fifty (150) feet deep, one (1) Primary Building and one (1) Outbuilding may be built on each Lot.*

§ 7. - Definitions.

Primary Building: the main building on a Lot.

Secondary Building: any ancillary building on a Lot.

Outbuilding: A building usually located toward the rear of the same Lot as a Primary Building such as a garage, carport, or workshop and may include an Accessory Unit.

§ 2 - General to all Transect Districts

2.4 Building Form

- e) *The footprint of any Outbuilding shall not exceed 576 square feet.*

ADMINISTRATIVE APPEAL REQUIREMENTS:

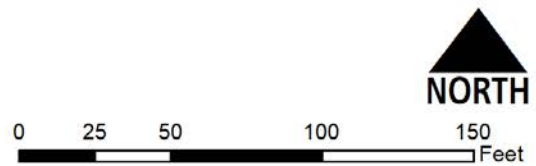
APPENDIX A – ZONING, ARTICLE VII. – DISTRICT REGULATIONS, Sec. T. – Transect districts

1.4 ADMINISTRATIVE REVIEW

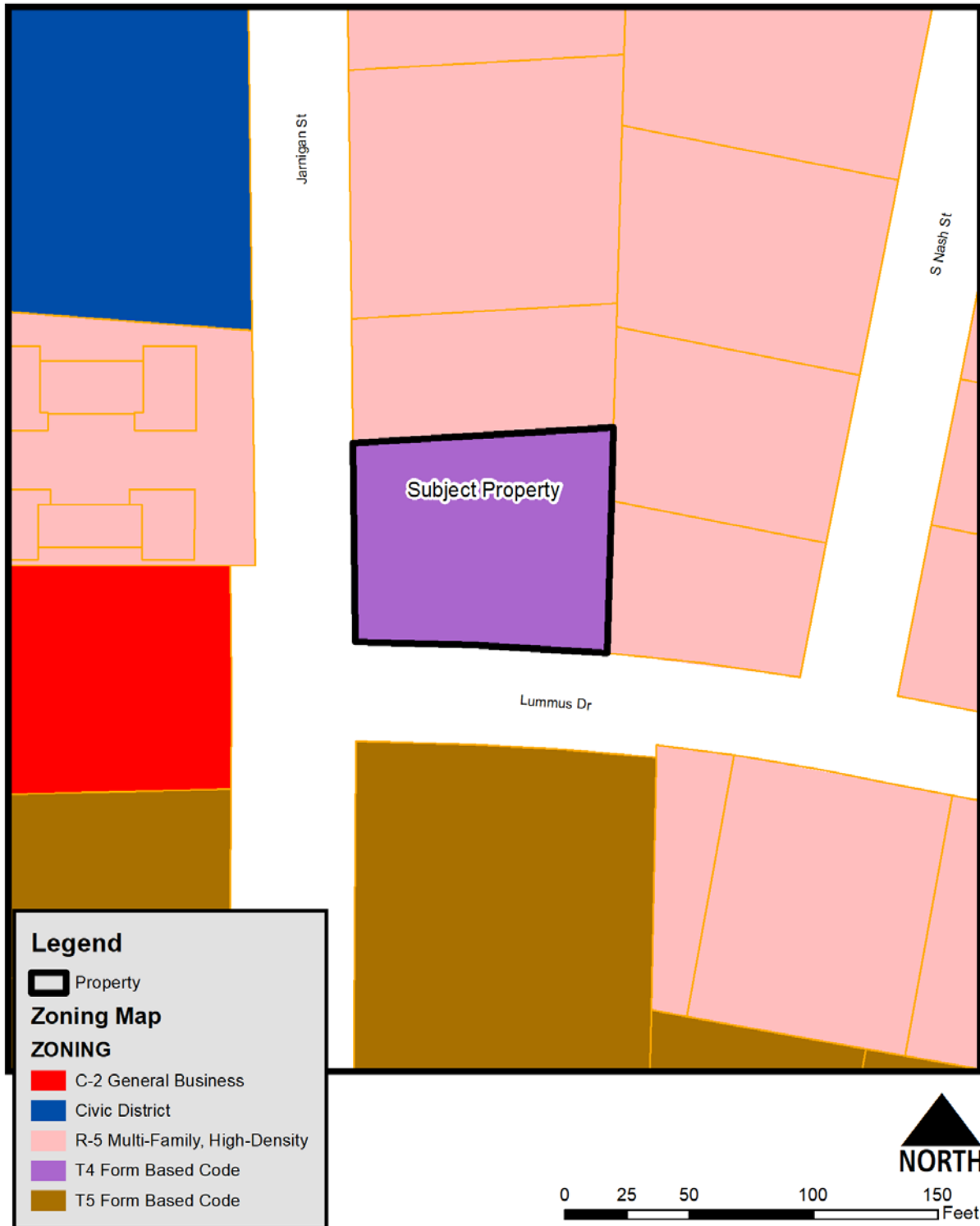
- (a) This Section specifically provides for the administrative approval or denial of site and/or building plans.*
- (b) Administrative reviews of site and/or building plans shall be reviewed within 30 calendar days of receipt of a complete application submittal package to the Planning Office.*
- (c) Any decision regarding an approval or denial of a site and/or building plan shall state, in writing, the reasons for the approval or denial, within 30 calendar days of receipt of the complete application submittal package to the Planning Office.*
- (d) If the Planning Office denies any site and/or building plan, the applicant may appeal the decision to the Planning and Zoning Commission so long as the appeal is submitted within 30 days of the denial. The Planning and Zoning Commission shall review the application de novo.*
 - i. The appeal must be filed with the Planning Office for submittal to the Planning and Zoning Commission.*
 - ii. The following procedures shall apply to all appeals:*
 - a. The appeal shall state specific relief sought and reasons for such relief.*
 - b. It shall be the applicant's responsibility to provide sufficient justification for approval of the appeal.*
 - c. The City Planner shall prepare a report evaluating the applicant's appeal for the Planning and Zoning Commission within 30 days of the filing of the appeal. If the Planning and Zoning Commission fails to act upon the appeal within 90 days of the filing of the appeal, the appeal will be deemed denied and subject to further appeal as set out in subsection (g).*
 - d. In reviewing the appeal, the Planning and Zoning Commission shall consider all technical evaluation and relevant factors presented by the applicant and City staff.*
 - e. The Planning and Zoning Commission may attach such conditions to the granting of the appeal as it deems necessary to further the purpose of this Form Based Code.*
 - f. If the appeal is approved, it shall be granted upon findings by the Planning and Zoning Commission that the following standards have been met:*
 - i. That failure to approve the appeal could result in exceptional hardship to the applicant; and*
 - ii. That approving the appeal will not result in any threats to public safety, extraordinary public expense, create nuisances, cause fraud or victimization of the public; and*

- iii. That the necessity for the appeal is not the result of conditions which have been self-imposed by the applicant; and*
- iv. That the approval of the appeal is the minimum necessary for the applicant to continue with the project.*
- g. If the appeal is not approved, the decision of the Planning and Zoning Commission may be appealed to the Mayor and Board of Aldermen. The appeal shall be filed in writing by the applicant within 10 working days of the denial by the Planning and Zoning Commission and shall be filed with the Planning Office. The appeal shall be heard at the next regularly scheduled meeting of the Mayor and Board of Aldermen following receipt of the notice of appeal.*

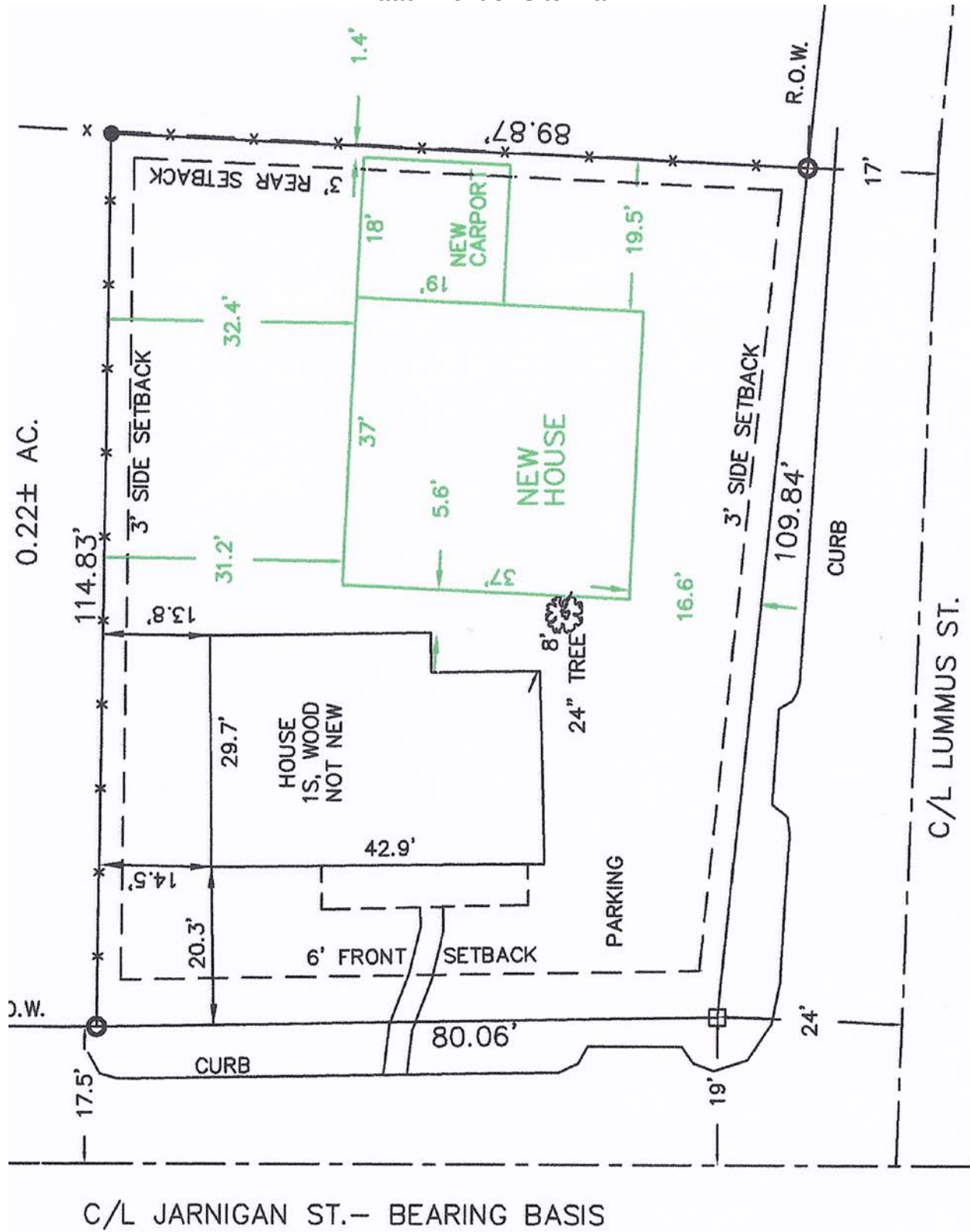
Attachment 1
AA 17-03 Aerial



Attachment 2
AA 17-03 Zoning



Attachment 3- Site Plan



Attachment 4- Letter of Appeal

November 6th 2017

Appeal for DRC denial for putting a second outbuilding at 35 Jarnigan St in the Cotton District.

I want to move the house currently at 104 Lummus Dr. to the back yard of 35 Jarnigan St.

When I first bid on the house and lot in Jan, 2015 it was zoned R5 which would allow for 2 houses on the lot.

Before I closed on the lot in Sept, 2017 a non-owner had outbid me and had the zone changed to T4, which allows for one building with an outbuilding of no larger than 576 square feet.

It is my understanding that the wording of the zone change said that the zone would revert back to R5 if the bidder did not close on the house. He did not close and the zone did not revert back to R5.

I ask for an appeal to put an outbuilding of larger than the stated 576 sq feet.

At the DRC meeting of Nov. 2, other restrictions of the T4 zone were discussed. I am willing and able to build within these T4 restrictions.

I have long term plans for 104 Lummus which includes building new apartments in this T5 zone.

I have long term plans for building new apartments or condominiums on Jarnigan St.

Thank you for your consideration,


Dwight E. Harding



Daniel Havelin <d.havelin@cityofstarkville.org>

35 Jarnigan Street P&Z Item AA-1703 35 Jarnigan Street Request for Admin. Appeal1 message

Mike Brent <mbrent39759@yahoo.com>

Fri, Nov 17, 2017 at 9:50 AM

Reply-To: Mike Brent <mbrent39759@yahoo.com>

To: Buddy Sanders <b.sanders@cityofstarkville.org>, Daniel Havelin <d.havelin@cityofstarkville.org>

Cc: "DDS Dwight E. Harding" <dwiththardingdds@bellsouth.net>, Mike Brent <mbrent39759@yahoo.com>

Buddy, Daniel

At the request of Dr. Dwight Harding I am officially requesting to be placed on the Agenda for the Starkville Board of Alderman meeting on December 5, 2017. We would like to appeal the Planning and Zoning Commission decision to deny to allow an outbuilding larger than 576 square feet on this property. Dr. Harding was not able to be present at the November 14 Planning & Zoning meeting due to his Mother passing away unexpectedly.

Please advise me through e-mail that our request has been received and approved.

Thank you for your help with this matter!

Mike Brent
Brent Engineering Service, Inc.
507-A M.L. King Drive
Starkville, MS 39759

662-324-0713
662-324-0718 Fax
662-769-0808 Cell



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 5, 2017
PAGE: Page 1 of 35

SUBJECT:

Discussion and Consideration of an Appeal of the denial of RZ 17-06 a request to Rezone 2 lots located at 2003 and 2005 Hickory Street from R-1 to C-2 with the parcel numbers 102F-00-048.00 and 102F-00-047.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicants are seeking to rezone two lots from R-1 Single Family to C-2 General Business based on changed or changing conditions in the existing area and public need. Development plans for the property are unknown to City Staff at this time. On November 14, 2017, the Planning and Zoning Commission voted 5 to 1 to deny the request for the rezoning citing lack of change.

30 property owners of record within 300 feet of the subject property were notified directly by mail of the requested appeal. A public hearing notice for the appeal was published in the Starkville Daily News November 17, 2017. A rezoning sign has been posted on the property 15 or more days prior to the hearing. As of this date, the Planning Office has received six phone calls, two in office visits, and seven letters against the original request. The Planning Office has also received 2 phone calls inquiring about the request. The Planning Office has received one letter in support of the request.

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119
Daniel Havelin @ 662-323-2525 ext 3136

SUGGESTED MOTION:



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
 CITY HALL, 110 WEST MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
 Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: RZ 17-06 Request to Rezone 2 lots located at 2003 and 2005 Hickory Street from R-1 to C-2 with the parcel numbers 102F-00-048.00 and 102F-00-047.00
Date: November 14, 2017

The purpose of this report is to provide information regarding the request by Mitchener Rentals, LLC and Danielle V. Kelly to rezone 2 lots located at 2003 and 2005 Hickory Street from R-1 Single Family to C-2 General Business with the property #102F-00-048.00 and 102F-00-047.00. Please see attachments 1- 8.

BACKGROUND INFORMATION:

The applicant is seeking to rezone from R-1 Single Family to C-2 General Business based on changed or changing conditions in the existing area, or in the planning area generally, that make the change in the ordinance necessary & desirable, & in accord with the public need for orderly & harmonious growth. Development plans for the property are unknown to City Staff at this time. The applicant previously was set to appear before the Planning and Zoning Commission on August 8, 2017. The applicant requested that the item be removed from consideration at that scheduled public hearing.

Zoning Change Subject Property

Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
102F-00-048.00 102F-00-047.00	R-1	R-1	R-1	R-1

Zoning Change Adjacent Properties

Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-1	R-1	R-1	R-1
East	M-1	C-2	C-2	C-2
South	M-1	M-1	M-1	M-1
West	R-1	R-1	R-1	R-1

Zoning and land uses adjacent to the subject property

Direction	Zoning	Current Use
North	R-1	Single Family Residence
East	C-2	C Store and Vehicular Service
South	M-1	501 Business Center
West	R-1	Single Family Residence

NOTIFICATION:

30 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News October 5, 2017 and a placard was posted on the property 15 or more days prior to the hearing. As of this date, the Planning Office has received six phone calls, two in office visits, and five letters against the request. The Planning Office has also received 2 phone calls inquiring about the request. The Planning Office has received one letter in support of the request. This includes all correspondence from the previous submittal.

REZONING REQUEST:

The subject property rezoning request is from R-1 Single Family to C-2 General Business. The Differences between zones are:

Current Zoning District:***Sec. C. - R-1 residence zoning district regulations.***

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - a) Minimum lot area: 10,000 square feet.
 - b) Minimum lot width at the building line: 75 feet.
 - c) Minimum depth of front yard: 30 feet.
 - d) Minimum depth of rear yard: 35 feet.
 - e) Minimum width of each side yard: Ten feet.
 - f) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

Proposed Zoning District:***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.*
 - d) 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)

Permitted and Conditional Uses:

The following uses are permitted by right in the C-2 zoning district:

1. Accessory dwelling unit
2. Assisted Living Facility
3. Bed & Breakfast Inn
4. Boarding/Rooming House
5. Dormitory
6. Personal Care/Group Home
7. Child Care
8. Government Facilities
9. Institutional and Health Care Facilities
10. Parks & Recreation, Active
11. Parks & Recreation, Passive
12. Public Spaces
13. Transportation
14. Utilities
15. Business Offices
16. Conference/Convention Center
17. Eating & Drinking Establishments
18. Funeral Home
19. General Retail & Services
20. Personal Services
21. Recreation and Entertainment, Indoor
22. Vehicular Sales & Service
23. Visitor Accommodations & Services
24. Trades & Skilled Services
25. Warehousing & Distribution
26. Wholesale Services

The following uses are allowed by conditional use in the C-2 zoning district:

1. Dwelling, live/work
2. Dwelling, single family, detached
3. Dwelling, multi-family
4. Dwelling, 3 & 4-family
5. Dwelling, 2-family
6. Fraternity/Sorority House
7. Manufactured Home
8. Community Services
9. Education Facilities
10. Places of Worship
11. Wireless Communication Towers
12. Car Title Loan, Payday Advance or Loan Business
13. Parking Lots & Garages

- 14. Recreation and Entertainment, Outdoor
- 15. Manufacturing, light
- 16. Farm Support

STATE REZONING CRITERIA

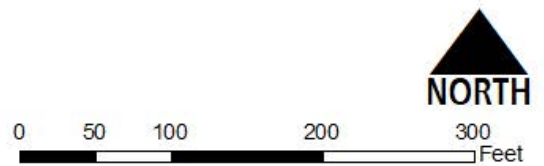
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - No Error
2. **Change in conditions:** Changed or changing conditions in an existing area, or in the planning area generally, or the increased or increasing need for commercial or manufacturing sites or additional subdivision of open land into urban building sites make a change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.
 - New or Expanded commercial developments west of Louisville Street along Highway 12 (unless noted dates shown are for site plan approval not opening date)
 - AT&T Retail Store- 2011
 - Cellular South- 2011
 - Tractor Supply- 2011
 - Barnes Crossing Auto Sales- 2014
 - Dollar Tree- 2014
 - Kroger- Expanded in 2014
 - Panda Express- 2014
 - Academy Sports- Opened in 2017

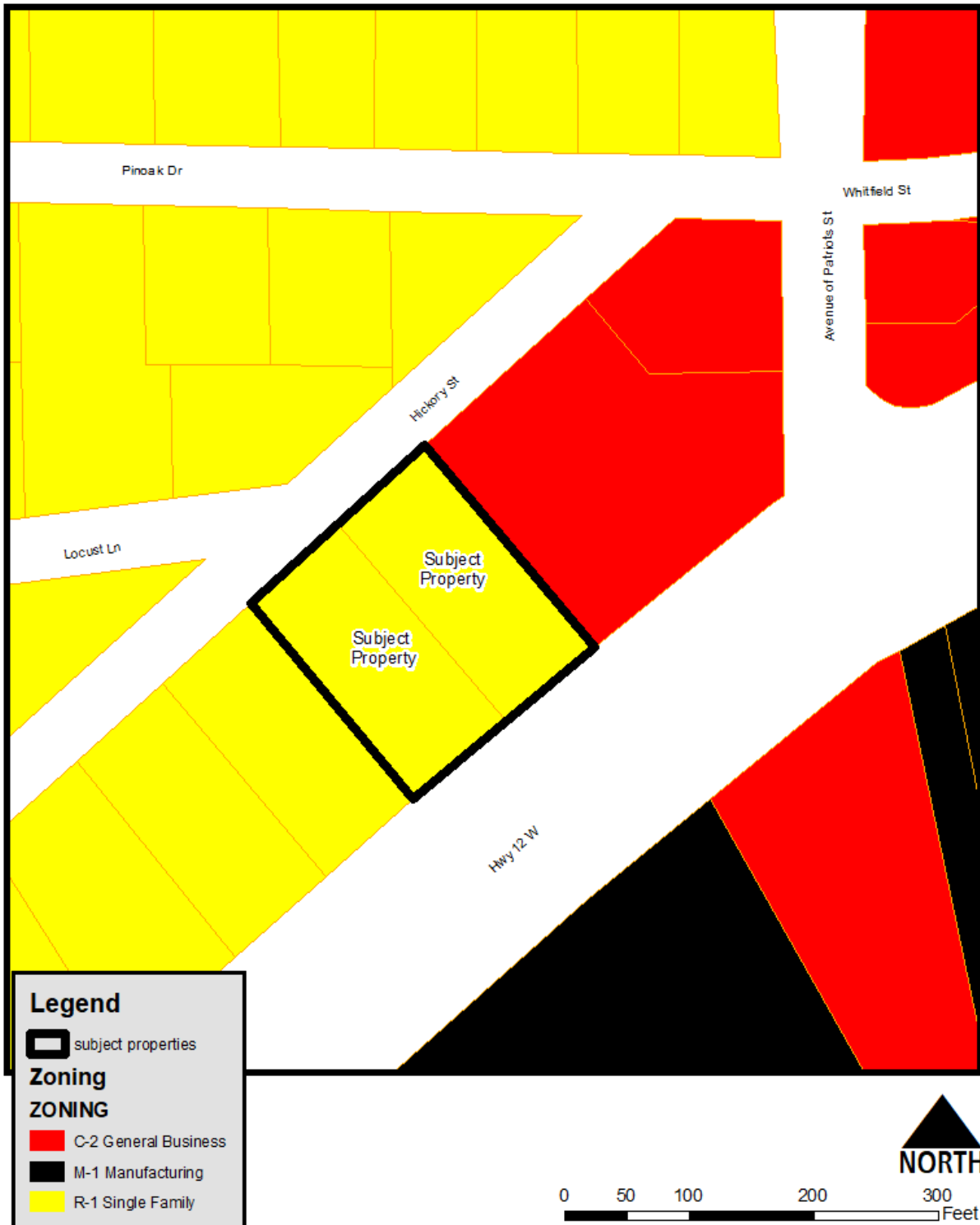
Consistency with Comprehensive Plan: The proposed rezoning would generally be not consistent with the goals, objectives and policies found in the City's Comprehensive Plan. The property's place type is shown as "Suburban Single Family".

Land Use Compatibility: The proposed rezoning would be compatible with property to the east, but not compatible with property to the west and north.

Attachment 1
RZ 17-06 Aerial



Attachment 2
RZ 17-06 Zoning



Attachment 3- Letters Against the Request

As Revised by P&Z

514 Chestnut Dr.
Starkville, MS 39759

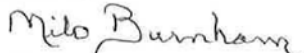
Emily Corban
Assistant City Planner, City Hall
110 West Main St.
Starkville, MS 39759

July 26, 2017

Dear Emily,

I writing in regard to the application for rezoning of the two properties located at 2003 and 2005 Hickory Street, Green Oaks. It is my understanding that the request for rezoning is to go from an R-1 classification to a C-2 classification. I am totally against the city approving such a request. Green Oaks is a stable residential neighborhood that existed before I moved to Starkville 47 years ago. As I recall the service station on the corner existed at the time. I'm not sure of the other automotive business. There have been some changes at the entrance to the neighborhood. While there has always been a restaurant on the corner, a city park replaced an automotive junk yard. For the most part the residential area has been stable, and property use changes such as Highway 12 widening, should not support the zoning changes requested. While the application is for just two residential properties, to grant the rezoning request would open the other five residential properties on the south side of Hickory Street to a domino effect of rezoning requests leading to what can only be seen as a further deterioration of the neighborhood. Once started, how do you stop neighborhood destruction? If rezoning is granted and these properties are commercially developed it will necessitate more entry/exit cuts in the curbing along Highway 12, which I hope is something MDOT would not readily approve in light of the redevelopment currently under way. We should appreciate the green space provided by these residential properties along such a heavily travelled thoroughfare.

Sincerely,


Milo Burnham

2013 Hickory Street
Starkville, MS 39759

Emily Corban
Assistant City Planner, City Hall
110 West Main St.
Starkville, MS 39759

August 4, 2017

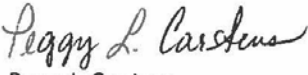
Dear Ms. Corban,

I am writing in regards to the application for rezoning of the two properties located at 2003 and 2005 Hickory Street, Green Oaks. It is my understanding that the request for rezoning is to go from an R-1 classification to a C-2 classification.

I am a homeowner/resident on Hickory Street and I am totally against the city approving such a request, as this would not be consistent or compatible with adjoining/surrounding property. Additionally, if the request to rezone these two properties is granted, it will open my property up to similar rezoning requests. I plan to stay right where I am, in a neighborhood known for being a stable residential area.

I appreciate your consideration of my opposition to the rezoning request.

Sincerely,


Peggy L. Carstens

Emily Corban

From: Buddy Sanders <b.sanders@cityofstarkville.org>
Sent: Friday, August 04, 2017 11:42 AM
To: 'THOS H LOFTIN'
Cc: d.havelin@cityofstarkville.org; 'Emily Corban'
Subject: RE: Rezoning Green Oaks

Mrs. Loftin:

Thank you for your communication regarding rezoning case number RZ 17-06.

Daniel and Emily:

Please print and place a copy of Mrs. Loftin's e-mail at the table for each on the Planning and Zoning Commission members chairs.

Regards,

Buddy Sanders, Community Development Director
City of Starkville
110 West Main Street
Starkville, MS 39759

Voice: (662) 323-2525, Ext. 3119
Cell: (662) 769-7577
Fax: (662) 323-4143

From: THOS H LOFTIN [mailto:jujupt@bellsouth.net]
Sent: Thursday, August 03, 2017 4:35 PM
To: b.sanders@cityofstarkville.org
Subject: Rezoning Green Oaks

It seems I have missed something in this zest for the city to Rezone parts of Green Oaks. Just because we are not one of the most "affluent" neighborhoods in Starkville we do have our priorities and having commercial business in our area is simply not one of them. We are a fairly quite neighborhood and do not seem to have any more problems than the other subdivisions. We have enough noise and traffic without having to tolerate more business. It seems you only want, possibly, two spots now but later you will begin to want or add more spots and will not need permission if you get what you want now. LEAVE US ALONE. We do not need the city intruding on our subdivision.

Mrs. Julia Loftin
2704 Redbud Drive

August 6, 2017

Planning and Zoning Commission,

Ladies and Gentlemen,

My name is Chuck Scarborough and I live at 2305 MacArthur Drive. I am also the president of The Green Oaks Homeowners Association. I hereby protest the rezoning of two adjacent lots in Green Oaks, namely 2003 and 2006 Hickory St.

There is absolutely no good reason to rezone lots from residential to commercial as there has been no recent change in the character of the neighborhood. If these lots are rezoned, then why not the other close by lots also, etc. This process could continue until the entire subdivision is rezoned which would destroy the subdivision as a residential area and impact the ambiance and quality of life in the subdivision bringing in more traffic, noise, air pollution, trash, etc. The increased traffic also creates a safety issue for our children. It does not take the gift of a prophet to see where this rezoning will lead. It is also clear that the property in Green Oaks would be more valuable if it were zoned commercial, but we would pay for it by having a lower quality of life as well as the expense of moving.

This presents the following problem for me: I will be putting on a new roof, and I also must have some foundation work done on my house. If my lot is going to be zoned commercial, then this expenditure would be wasted. Am I to live in a house needing these repairs until my lot is rezoned?

Rezoning the Hickory St. lots gives the present owners an unjust profit and/or gives them an unjust enrichment paid for by the other residents of Green Oaks in terms of quality of life. No useful artifact, no good or service, no entertainment, etc. will have been produced by this rezoning.

I have lived in Green Oaks since 1966. This is my home, I raised my children here. I want to preserve Green Oaks as a residential subdivision.

Thus, I request the Planning and Zoning Commission to deny the request for rezoning.

Sincerely,


C. T. Scarborough

662-323-7720, 662-418-1040

August 7, 2017

To Planning and Zoning Committee:

I Helen Tollison object to the rezoning of property (from Residential to Commercial) on Hickory Street,
in Green Oaks Subdivision.

Helen Tollison

Helen Tollison
2001 Locust Lane
Starkville, MS 39759

Abigail Good
2009 Hickory Street
Starkville, MS 39759
November 27, 2017

Emily Corban
Assistant City Planner, City Hall
110 West Main St.
Starkville, MS 39759

Dear Ms. Corban:

I am writing in regards to the application for rezoning of the two properties located at 2003 and 2005 Hickory Street, Green Oaks. It is my understanding that the request for rezoning is to go from an R-1 classification to a C-2 classification. I am a homeowner/resident on Hickory Street adjacent to these two properties and I am against the city approving this request.

I attended the hearing on November 14th and heard the concessions that would be made for the residents of Green Oaks. Despite these concessions, I continue to be against this proposal. My home would not have the protection of a wall or fence that was mentioned for the back of the property. My concerns are the light, sound, and smell pollution that would become a problem in my home and backyard. The increased amount of people in the area would also become a concern for safety and noise. These things considered, I believe it would be a detriment to the neighborhood to have these properties rezoned. There are multiple properties for sale on Highway 12 that would be available in prime locations for businesses.

I appreciate your consideration of my opposition to the rezoning request.

Sincerely,



Abigail Good

Emily Corban
Assistant City Planner, City Hall
110 West Main St.
Starkville, MS 39759

November 25, 2017

Dear Emily,

I am writing to you about the application for the rezoning of the two properties located at 2003 and 2005 Hickory Street in Green Oaks neighborhood. I am completely against the city approving this request. I have been a resident of this neighborhood community since 1979 and my husband has been since 1977. Green Oaks is a well-established, historic middle income, affordable housing family neighborhood. If you build businesses on Hickory Street next to residential homes, you bring down the value and quality of life for the residents of the homes on this street. Hickory Street will become a commercial area instead of a residential one. The comforts that the residents of Green Oaks have become accustomed to will be erased by the inclusion of a commercial area. Noise, excess traffic, etc. will disrupt the peaceful atmosphere that Green Oaks has provided for many years to the city of Starkville. Why not expand commercial areas outward towards the bypass? Instead of bringing commercial areas inward and disrupting the quality of life for the residential areas of Starkville, expand Starkville's commercial areas to the bypass where there is more room for businesses to be built. I believe a more important attribute to this neighborhood would be the inclusion of speed bumps on Hickory Street. The residents of this neighborhood are no longer able to turn left when getting onto the highway off of Aspen and Maple Drive. Incoming traffic onto Hickory Street has been on the rise since the new additions have been included on the highway. Speed bumps would be a more valuable investment to these residents than a commercial area. How would it affect you if you these changes were potentially going to be made to your residential neighborhood? I ask you to take this question into consideration when making your final decision on the rezoning of Green Oaks.

Thank you for your concern of my opposition to the rezoning request.

Sincerely,
Olivia Collier Jacks

2011 Hickory St.
Starkville, MS 39759

Attachment 4- Letter for the request

November 10, 2017

Mr. Daniel Havelin
City Planner
110 W. Main Street
Starkville, MS 39759

Re: Support for Proposed Rezoning of
Property on Hickory Street, Green Oaks

Dear Mr. Havelin,

I am the member/manager of Aspen Road, LLC, which owns two adjacent parcels in Green Oaks subdivision that back to Highway 12, located at 2015 Hickory Street and 706 Aspen Road.

I understand that an application to rezone two lots on Hickory Street at the opposite end of the block has been submitted, and that a hearing to consider the proposal is scheduled for next week. I will be unable to attend the meeting, as I live in another state.

The purpose of this letter is to support the request for rezoning.

It is my understanding that this one-block strip of property on Hickory Street is the only property fronting Highway 12 between Walmart and the University that is not already zoned for commercial use. I have been expecting this strip to be rezoned to conform to the existing commercial zoning all along Highway 12 for some time now, and quite frankly, am surprised it has not happened before now.

I have been informed that there is opposition from some residents of Green Oaks to this change, citing potential detrimental effects on the neighborhood. However, there is already a six-block long strip of property on Maple Drive that has backed to commercial property for many years, likely from the time the subdivision was first laid out. I am not aware of any detrimental effects on the neighborhood caused thereby. I do not believe the proposed change in zoning on the one-block length of Hickory Street would result in detrimental effects on the neighborhood either.

Any perceived detrimental effect could be easily mitigated by two steps:

- 1) construction of a fence, or preferably a block wall, with attractive landscaping along Hickory Street, and
- 2) by preventing access to Hickory Street from any commercial establishment fronting on Highway 12, as is already the case for

the gas station located at the corner of Highway 12 and Avenue of Patriots, immediately adjacent to the two parcels that are proposed for rezoning.

As you probably know, that one-block length of Hickory Street is currently used as a public thoroughfare by people traveling from Whitfield Street to Highway 12, which has resulted in increased traffic in the neighborhood, traveling at increased speeds and endangering residents. Eliminating the residential traffic going to and from those eight lots along Hickory Street, and eliminating the residential use of those lots, would result in reduction of the potential for traffic accidents on Hickory, as there is only one lot on the north side of Hickory Street which depends on access from Hickory Street. It is located at the corner of Aspen and Hickory and the city could re-orient its driveway to the Aspen Road side.

In fact, if all eight of those lots along Hickory were eventually transitioned to commercial use, accessed from Highway 12, then Hickory Street could be closed from Locust Lane to Aspen Road (a space of $\frac{1}{2}$ block), or even the full one-block length of Hickory from Pin Oak to Aspen, and thereby eliminate the use of Hickory as a public thoroughfare by speeding traffic which endangers residents. The City could transform the area currently occupied by Hickory Street itself into a small park as a buffer between the commercial and residential property.

I see that as a definite positive for the people who live on property adjacent to Hickory Street, as it increases their safety and especially that of children playing in their yards. And thereby a positive effect on the neighborhood as a whole could result from the rezoning of all eight lots on Hickory Street to commercial use, and the closing of Hickory Street.

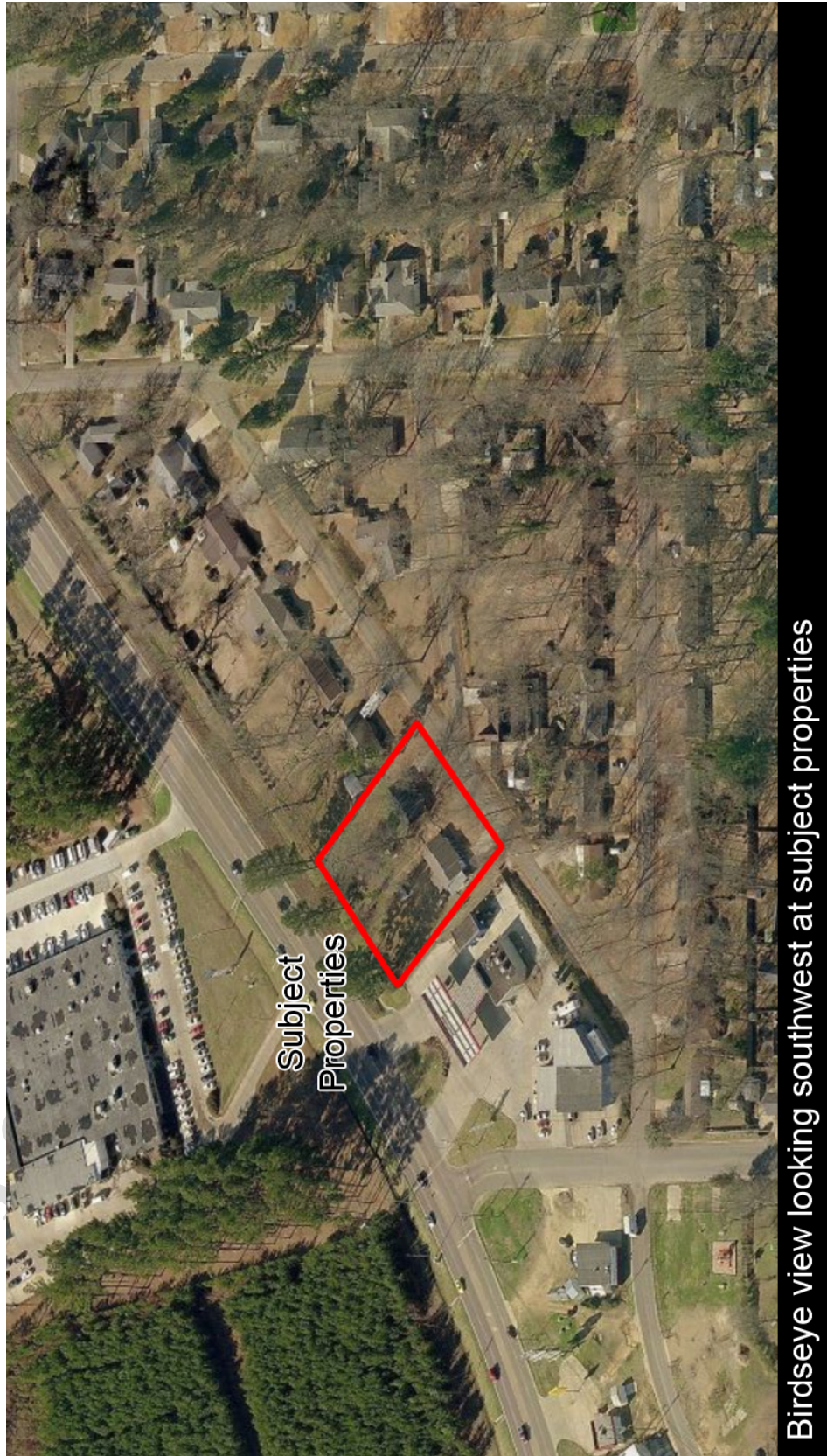
Revising the City Plan to reflect commercial zoning of the eight lots along the south side of Hickory Street, and the closure of Hickory Street and creation of a small park, or buffer zone, on the land currently occupied by the street itself, would render the objections of residents of other areas of Green Oaks far less compelling.

For these reasons, I support the proposal for rezoning on Hickory Street.

Thank you for your consideration.

Sincerely,

Janet Pearson
Member/Manager
Aspen Road, LLC



Birdseye view looking southwest at subject properties

Attachment 6



View looking south at front of subject properties

Attachment 7



View looking north at rear of subject properties

MOORE LAW OFFICE

JOHN STUART MOORE
ATTORNEY AT LAW

108 S. LAFAYETTE
POST OFFICE BOX 924
STARKVILLE, MS 39760-0924

MOLLY MALLOY JACKSON
ATTORNEY AT LAW

(662) 323-3784
(662) 323-7740
FAX (662) 324-2262

November 4, 2017

Buddy Sanders
Community Development Director
City of Starkville
101 East Main Street
Starkville, MS 39759

RE: Rezoning - Lots 38 and 39 of Green Oaks Subdivision , Part II,
of the City of Starkville, Oktibbeha County, Mississippi.

Dear Mr. Sanders:

Background:

The subject property consists of Lots 38 and 39 of Green Oaks Subdivision , Part II, of the City of Starkville, Oktibbeha County, Mississippi. Lot 38 is currently owned by Danielle V. Kelly, and Mitchener Rentals, LLC, owns Lot 39.

The subject property, while being a part of Green Oaks Subdivision, does not currently have any Restrictive Conditions controlling the property owners' use of the lots. Phase II of Green Oaks Subdivision consists of eight (8) lots sandwiched between Mississippi Highway 12 and Hickory Street. On March 20, 2017, a document entitled *Release of Restrictive Covenants* was recorded in Deed Book 2017, at Page 2310 in the office of the Chancery Clerk of Oktibbeha County, Mississippi. This Release was executed by a majority of five (5) of the existing Phase II property owners and removed and released Lots 32 through 39 from said covenants. The Restrictive Covenants that the owners removed were separate and distinct from the other phases in the neighborhood, and contained a uniquely small grouping of lots within its control.

Area:

The subject property consists of two (2) adjacent lots located in Phase II of Green Oaks Subdivision. The lots lie between

Mississippi Highway 12 and Hickory Street. The property is currently zoned R-1. Property to the North is zoned R-1, and is Residential in use. Property to the South is zoned M-1, and is in used for Commercial and Manufacturing purposes. Property to the East is zoned C-2 and is Commercial in use. Property to the West is zoned R-1, and Residential in use.

Rezoning Request:

Danielle V. Kelly, and Mitchener Rentals, LLC, are requesting to rezone the subject property from R-1 (residential) to C-2 (general business) to allow them to develop the subject property to meet the changing needs of the surrounding neighborhood. Under the City of Starkville's Permitted and Conditional Use Chart, a C-2 zoning district would allow Danielle V. Kelly, and Mitchener Rentals, LLC the ability to maximize the potential of the subject property.

According to the City of Starkville's Code of Ordinances, the intent of the C-2 Districts are to be composed of a wide range of commercial goods and services to support community needs. Additionally, C-2 districts are within convenient driving distance of the community.

The differences between C-2 and R-1 zones, according to the City of Starkville's Code of Ordinances, Appendix A, Article VII, Sections C and L are:

R-1: Sec. C. - R-1 residence zoning district regulations.

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.
2. See chart for uses which may be permitted as a special exception.
3. Required lot area and width, yards, building areas and height for residences:
 - (a) Minimum lot area: 10,000 square feet.
 - (b) Minimum lot width at the building line: 75 feet.
 - (c) Minimum depth of front yard: 30 feet.

- (d) Minimum depth of rear yard: 35 feet.
 - (e) Minimum width of each side yard: Ten feet.
 - (f) Maximum height of structure: 45 feet.
4. Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.

- C-2: Sec. L. C-2 business (general business) zoning district regulations. These [C-2 general business] districts are intended to be composed of the wide range of commercial goods and services to support community needs. Under special conditions some light industrial and distribution uses are also permitted. Usually located along arterial streets or near the intersection of two or more arterials, these districts are usually large and within convenient driving distance of the entire community. The district regulations provide for certain minimum yard and area standards to be met to assure adequate open space and compatibility with surrounding districts. [The following regulations apply in the C-2 districts:]
- 1. See chart for uses permitted.
 - 2. See chart for uses which may be permitted as an exception.
 - 3. Minimum lot size: It is the intent of this ordinance that lots of sufficient size be used for any business or service use and to provide adequate parking and loading space in addition to the space required for the other normal operations of the business or service.
 - 4. Minimum yard size: Front, 20 feet; rear, 20 feet; side, a total of 20 feet, but one side shall be sufficient in width to provide vehicular access to the rear. On any lot [in] which the side lot line adjoins a residential district, the side yard on that side shall not be less than required by the residential district.
 - 5. Maximum height of building or structures: 45 feet.
 - 6. Off-street parking: One space for each 200 square feet of retail or office building area. See article VIII of this ordinance for

requirements for other uses.

7. Off-street loading and unloading: The required rear or side yard may be used for loading and unloading.
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.

Rezoning Criteria:

The Official Zoning Map of Starkville may be amended either when there is manifest error in the ordinance and/or if there has been

a change in the conditions of an existing area according to Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A of the City of Starkville's Code of Ordinances. As there has been no error in either the ordinance or zoning map, Danielle V. Kelly, and Mitchener Rentals, LLC, are requesting the rezoning of the subject property based on changed or changing conditions in the existing area, or in the planning area generally, and the increasing need for commercial development along Mississippi Highway 12 within close proximity to community residents that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth, as well as the specific evidence as outlined below.

Zoning changes:

Recent zoning changes in the surrounding area include:

- 2002: The parcel of land where Allen Edward's Body Shop is currently located was rezoned to C-2 (General Business). The parcel is located at the intersection of Highway 12 and Lindberg Boulevard.
- 2005: Part of the Synergetics parcel located directly across Highway 12 from Green Oaks Phase II and the Subject Property was rezoned from M-1 (Manufacturing) to C-2 (General Business).
- 2007: Richard Hewlett received unanimous Board of Aldermen approval after a recommendation from the Planning & Zoning Commission to rezone 20.26 acres at the Southeastern corner of Stark Road and MS Highway 182 West from R-E (Residential Estate) to C-1 (Neighborhood Commercial) based on the changed conditions in the surrounding area.

Changed Conditions and Public Need:

When Green Oaks Subdivision was first developed in 1960, and as it continued to grow and expand until 1973, it was primarily a owner occupied subdivision. The demographics of the subdivision has changed significantly over the years. After a search of the land records of Oktibbeha County, approximately twenty-five percent (25%) of the homes in Green Oaks Subdivision are now used as income

properties, which is evident of a major change in the Subdivision itself.

In a 2015 letter from the CEO of the Greater Starkville Development Partnership, Highway 12 is described as "... a major gateway into our community and to Mississippi State University, and it's the center of commerce in our City." This is evident to anyone who travels along Highway 12 in Starkville. When traveling from the intersection of Spring Street and Highway 12 heading West to the intersection of Stark Road and Highway 12, nearly all of the zoning classifications abutting Highway 12 are designated as C-2 Business zones, with the only exceptions to that classification being the 501 Business Center which is a M-1 (manufacturing) zone, and the eight lots in Phase II of Green Oaks Subdivision where our subject property is located.

The 2016 Starkville Comprehensive Plan identifies that, "Most of Starkville's commercial development is concentrated along the Hwy. 12 corridor." The Highway 12 corridor is a major source of travel and economic commerce for our city, with more vehicles traveling on it per day than elsewhere in Oktibbeha County. Pursuant to Mississippi Department of Transportation Traffic Count Data, roughly 24,000 to 25,000 cars travel on Highway 12 in Starkville every day between Spring Street and Mississippi Highway 25. This is significant because Highway 12 was not the major roadway in 1961 it has grown into today.

It can be argued that the Highway 12 corridor is now the commercial center of Starkville. When Phase II of Green Oaks was developed in 1961, Highway 12 served as the connecting road to the Starkville Municipal Airport, to Sturgis, Mississippi, and was not even paved past where Walmart exists today. The three (3) major grocery stores, shopping and retail stores, and center of commerce were all located in the Downtown / Highway 182 area when Phase II was developed. The 2016 Highway 182 Corridor Redevelopment Plan states that Highway 182 was prominent during the 1950s, 1960s, and 1970s, and has since undergone a "functional change" since the new Highway 82 overtook the regional connectivity function Highway 182 once served. Thus, when Phase II was developed, Highway 12 served as a connective roadway, and not the bustling, major commercial thoroughfare it is today.

Additionally, the impact and changing nature Highway 12 has had on the area around the Subject Property is evidenced by referencing the City of Starkville Zoning Maps. The 1960 - 1970 Zoning Map

shows that the Western edge of the Green Oaks subdivision was the City Limit for Starkville. The 1982 Zoning Map shows a drastic change in the area around Green Oaks Subdivision. The large parcel of land adjacent to the Southern Boarder of Green Oaks Subdivision, and being the only other strip of Residentially zoned land fronting Highway 12 on the 1960 Map, was rezoned to C-2 by 1982. The 2000 Zoning Map further reflects the trend of the properties along Highway 12 being commercially zoned, and extends the commercial zoning along the frontage of Stark Road. By 2013, Phase II of Green Oaks is the only low density area with frontage on Highway 12.

Similarly, there has been significant commercial growth along Highway 12 since Green Oaks Phase II was developed. All of our current major grocery stores, Vowell's Marketplace, Kroger, and Walmart, are located on Highway 12, and regional and national retail stores and restaurants have opened along the thoroughfare including C-Spire, Lowe's, JC Penny, Popeye's, Dollar Tree, Academy Sports, Bancorpsouth Bank, Penn's, Bargain Hunt, Club 24, Advance Auto Parts, Barnes Crossing Auto Sales, Wing Stop, Applebee's, and Panda Express. Highway 12 is now home to numerous local restaurants and retail stores also.

According to the Starkville Consumer-Spending Survey commissioned by the City of Starkville, there is a need for more commercial space in Starkville. Participants in the Survey identified numerous restaurants and stores that they would like to see open in Starkville, including Olive Garden, Long Horn Steakhouse, Red Lobster, Target, Belk, and Best Buy. Rezoning the Subject Property to a C-2 zone will help to meet the need for more centralized commercial space in Starkville, and would allow development that will provide needed services to the area's marketplace.

As stated above, the existing area clearly demonstrates the changing conditions and the increasing need for commercial sites that make the change in the ordinance necessary and desirable. The proposed rezoning of the subject property to a C-2 General Business zone is an attempt to develop the property in accord with the public need for orderly and harmonious growth. The proposed rezoning and use of the subject property has taken into account the residents of the surrounding area, as further outlined below.

Effect on Neighborhood:

In an effort to address any potential concerns of the subject property's residential neighbors, Ms. Kelly and Mr. Mitchener have

given ample consideration to what they can do to ease the transition of the proposed rezoning.

Residents will be buffered from development on the subject property by adequate buffer zones and design standards set forth by the City. Further, Ms. Kelly and Mr. Mitchener agree to consent to self-impose restrictions on the property as follows:

1. Limit ingress and egress to the rezoned parcels from Highway 12 only;
2. Direct lighting for any commercial development in a way so that it does not directly reflect on the residential homes surrounding the subject property; and
3. Require a six (6) foot brick fence be constructed on the property line along Hickory Street.
4. No business that sells exclusively beer or liquor shall be permitted to operate on the Subject Property.

Further, Mrs. Kelly and Mr. Mitchener agree to restrict the permitted uses for the Subject Property to the following four (4) uses only:

1. Business Offices
2. Eating & Drinking Establishments
3. General Retail & Services
4. Personal Services

Ms. Kelly and Mr. Mitchener respect and understand their neighbor's concerns over the Subject Property being rezoned, and feel that the restrictions and conditions as specified above should help to show their neighbors that they are attempting to ease the transition and are keeping the best interests of the neighborhood at the center of their request.

On a more personal level, Mitchener Rentals, LLC, owns four (4) other properties in Green Oaks that are used as rental properties. Due to the fact that whatever development is constructed on the Subject Property will have a direct impact on the other homes owned by Mitchener Rentals, LLC, it is in the LLC's and Mr. Mitchener's best interest to develop the property in a manner that is cohesive with the neighborhood and surrounding area, and in a manner that will increase property values. This point in particular should ease the concerns of current property owners as Mitchener Rentals, LLC, is approaching this rezoning and future development through the eyes of a long term property owner.

Consistency with the Comprehensive Plan:

One of the key findings of the 2016 Starkville Comprehensive Plan is that, "There is a need for higher-quality retail space than exists in the Highway 12 corridor, and space is very limited in the Downtown."

According to the Comprehensive Plan, the Subject Property will fall into a Suburban Area Place Type. Based on the coloring of the maps included in the Comprehensive Plan, Highway 12 is classified as a Suburban Corridor. The Comprehensive Plan states that a Suburban Corridor consists of primarily commercial, particularly retail and dining with drive-thru windows, office, and multi-family land uses. These corridors are of a moderate density and intensity. The rezoning of the Subject Property to C-2 is in accordance with both the Comprehensive Plan's and the City's vision for the area.

Further, the Comprehensive Plan identifies how the City envisions using and developing the area around the Subject Property. According to the Comprehensive Plan, the Subject Property will be surrounded on both sides by a Suburban Center, which consists of primarily commercial land uses, along with offices and multi-family residential land uses.

Thus, the rezoning and Mrs. Kelly's and Mr. Mitchener's proposed development of the subject property fits precisely within the vision of the new Comprehensive Plan.

Economic Effects:

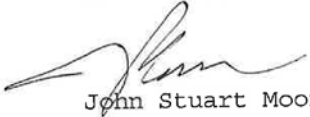
If the subject property is rezoned, it will not only increase in value, but it will help to bring increased revenue, taxes, and jobs for local residents to the City. Further, according to the Starkville Consumer-Spending Survey, approximately seven million dollars (\$7, 000,000.00) is expended outside of Starkville on dining out, and another thirteen million dollars (\$13,000,00.00) is expended outside of Starkville on clothing purchases. If the subject property is rezoned, it will help Starkville capitalize on this lost revenue.

Closing:

Danielle V. Kelly, and Mitchener Rentals, LLC, are requesting that the Subject Property be rezoned from R-1 (residential) to C-2 (general business) to allow them to develop the subject property to meet the changing needs of the surrounding neighborhood. Based on the above information, and further evidence to be presented at the hearing, a change has occurred in the conditions surrounding the existing area. There is a need for commercial sites in the area that make the change in the ordinance necessary and desirable, and in accord with the public need for orderly and harmonious growth.

I am respectfully requesting, on behalf of my client, that Lots 38 and 39 of Green Oaks Subdivision , Part II, of the City of Starkville, Oktibbeha County, Mississippi be rezoned from R-1 Residential, to C-2 General Business.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Stuart Moore", written in a cursive style.

John Stuart Moore

GREEN OAKS LOT ANALYSIS

PHASE OF GREEN OAKS SUBDIVISION	LOT NUMBERS WITHIN PHASE	TOTAL NUMBER OF LOTS IN PHASE	PLAT DATE	SLIDE NUMBER
I	# 1 - 31	31	5/14/1960	17
II	# 32 - 39	8	6/-/1961	19
III	# 40 - 71	32	10/2/1961	20
IV	# 72 - 93	22	7/2/1962	22
V	# 94 - 126	33	2/26/1963	23
VI	# 127 - 215	89	7/-/1964	29
VII	# 216 - 234	19	3/-/1966	33
VIII	# 1 - 34		11/21/1966	34
VIII - Revised	# 1 - 42	42	2/15/1968	36
IX	# 1 - 17	17	2/15/1968	36
IX - 1st Addition	# 1 - 19	19	2/15/1969	40
IX - 2nd Addition	# 20 - 23	3	3/13/1974	64
X	# 20 - 29	10	4/1/1971	41
XI	# 30 - 42	13	4/12/1972	50
XII	# 43 - 56	14	10/6/1972	50
XIII	# 57 - 69	13	3/1/1973	56
XIV	# 1 - 12	12	3/12/1973	57
XV - 1st Addition	# 70 - 88	19	7/-/1973	59
XV - 2nd Addition	# 89 - 118	50	7/-/1973	60
Total Lots in Neighborhood		446		

Total Lots in Neighborhood: 446

Number of Green Oaks Lots that
touch C-2 in 2017: 72

Number of Green Oaks Lots that
touch C-2 in 1960: 0

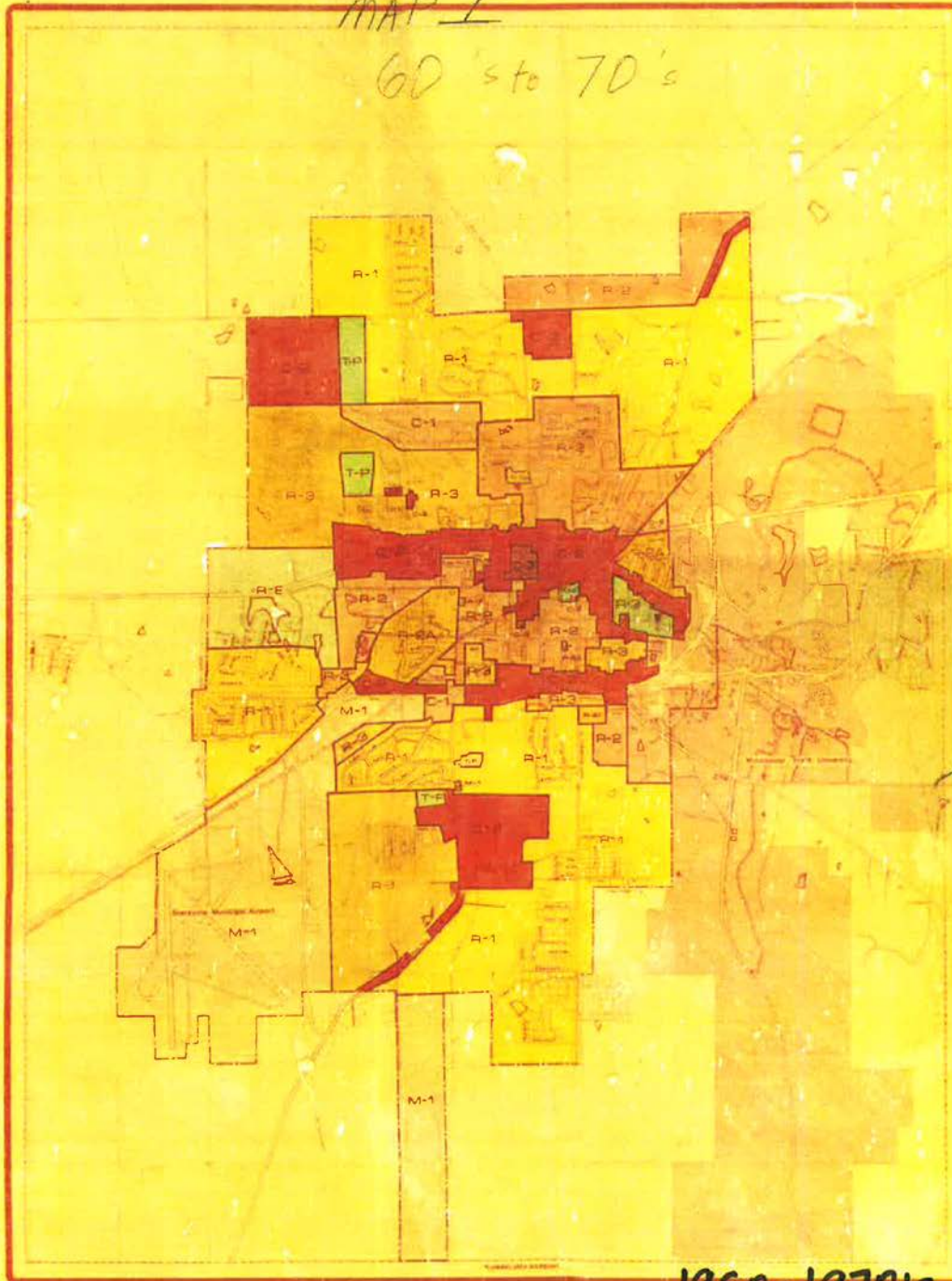
Green Oaks Lot Owners who
voiced opposition at last P&Z
meeting: 6

Non-owner Occupied Lots: 112

Neighborhoods in Starkville that
touch C-2: 14

MAP I

60's to 70's



1960-1970's

MAP 1

EXISTING ZONING BOUNDARIES

COMPREHENSIVE PLAN FOR THE CITY OF

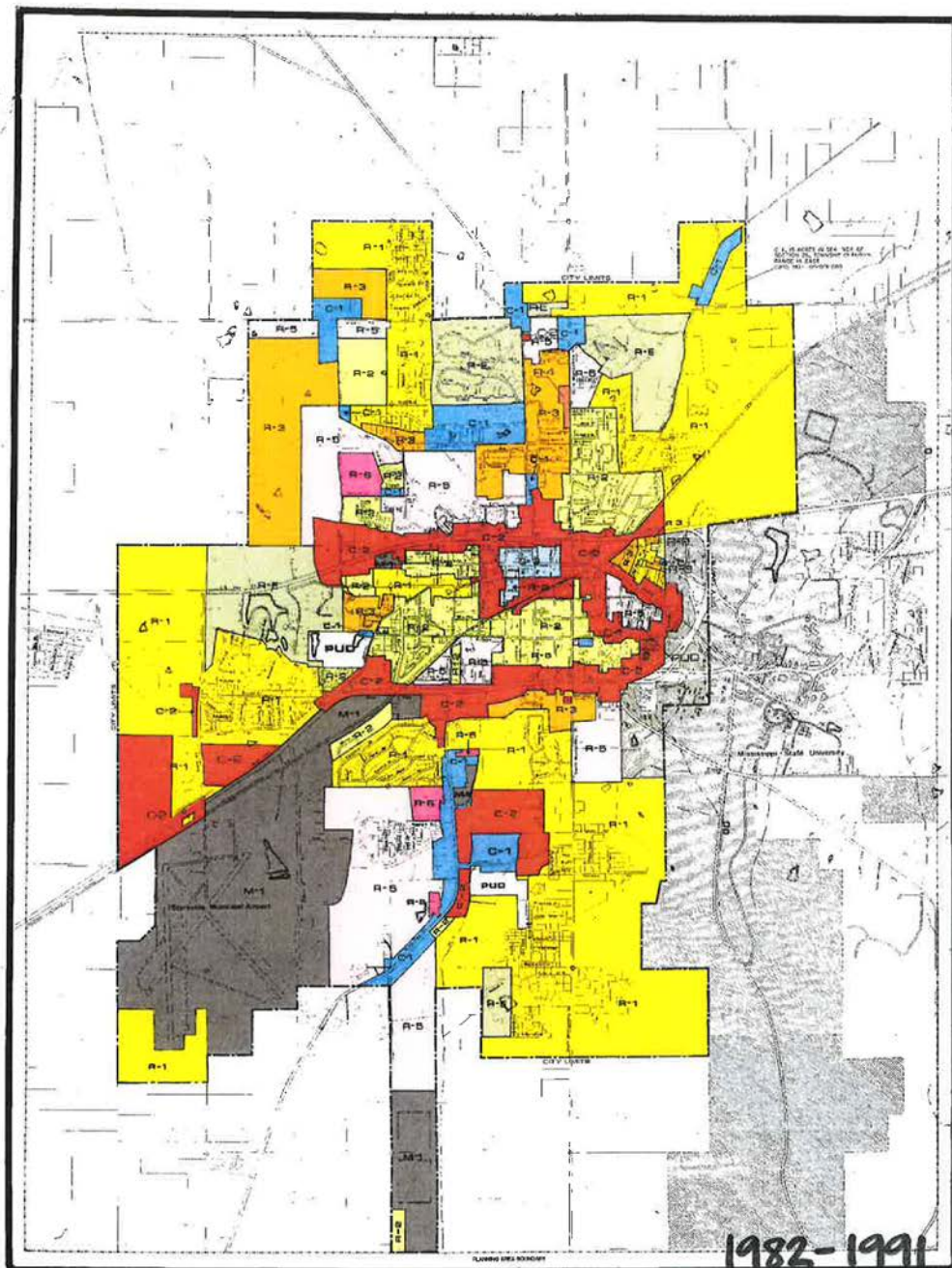
STARKVILLE, MISSISSIPPI

LEGEND:

SEE TABLE 3



JOSEPH A. GIBSON & ASSOCIATES, INC.
PLANNING, ENGINEERING, ARCHITECTURE



1982-1991

OFFICIAL ZONING DISTRICT MAP OF STARKVILLE, MISSISSIPPI

THIS IS TO CERTIFY THAT THIS OFFICIAL ZONING DISTRICT MAP
SUPERSEDES AND REPLACES THE OFFICIAL ZONING DISTRICT MAP
ADOPTED AS PART OF ORDINANCE NO. 10 OF THE MUNICIPAL CODE OF
STARKVILLE, MISSISSIPPI, ON JANUARY 1, 1982.

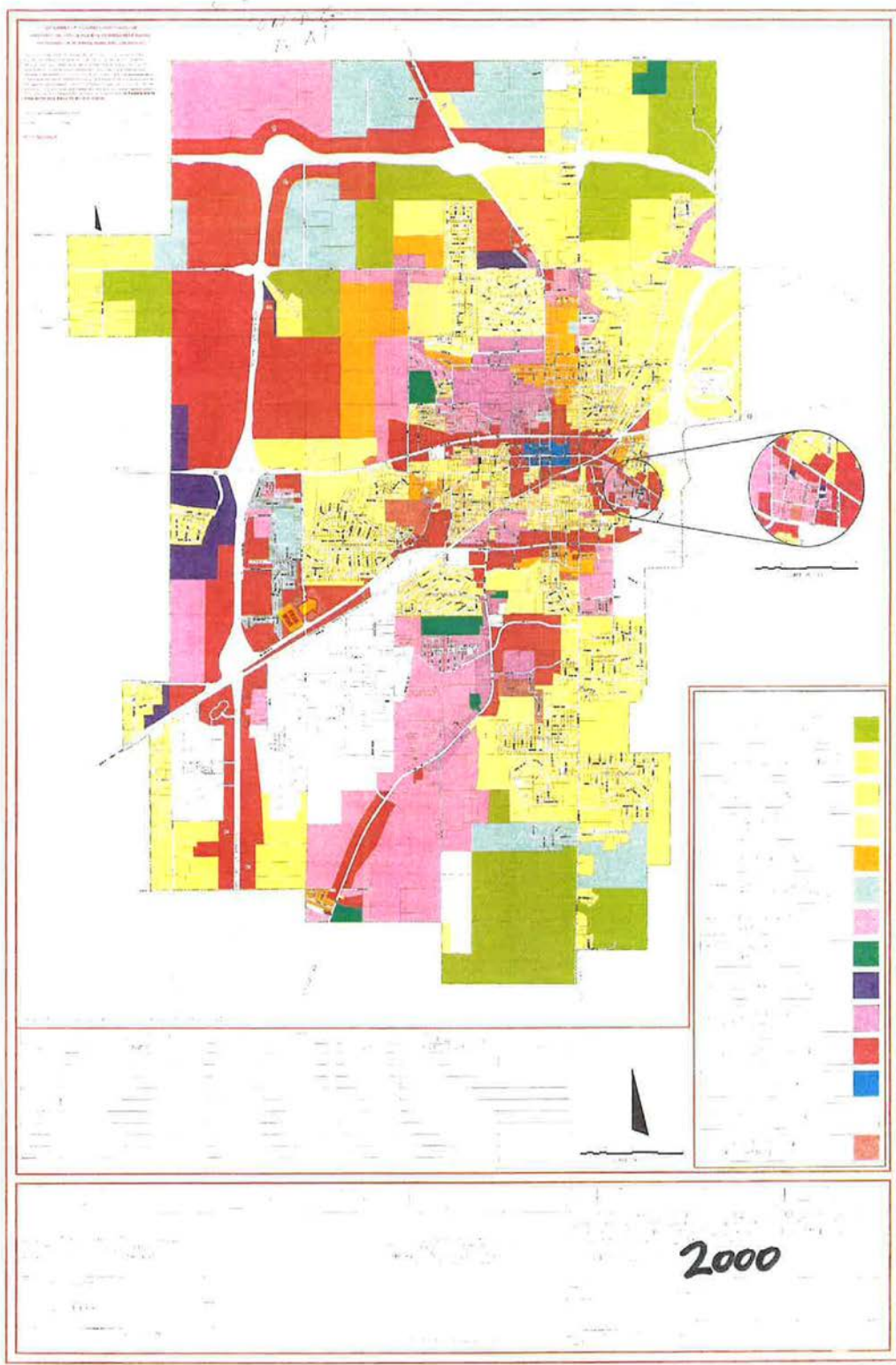
SEAL OF THE CITY
STARKVILLE, MISSISSIPPI

ATTEST: *[Signature]*
CITY CLERK

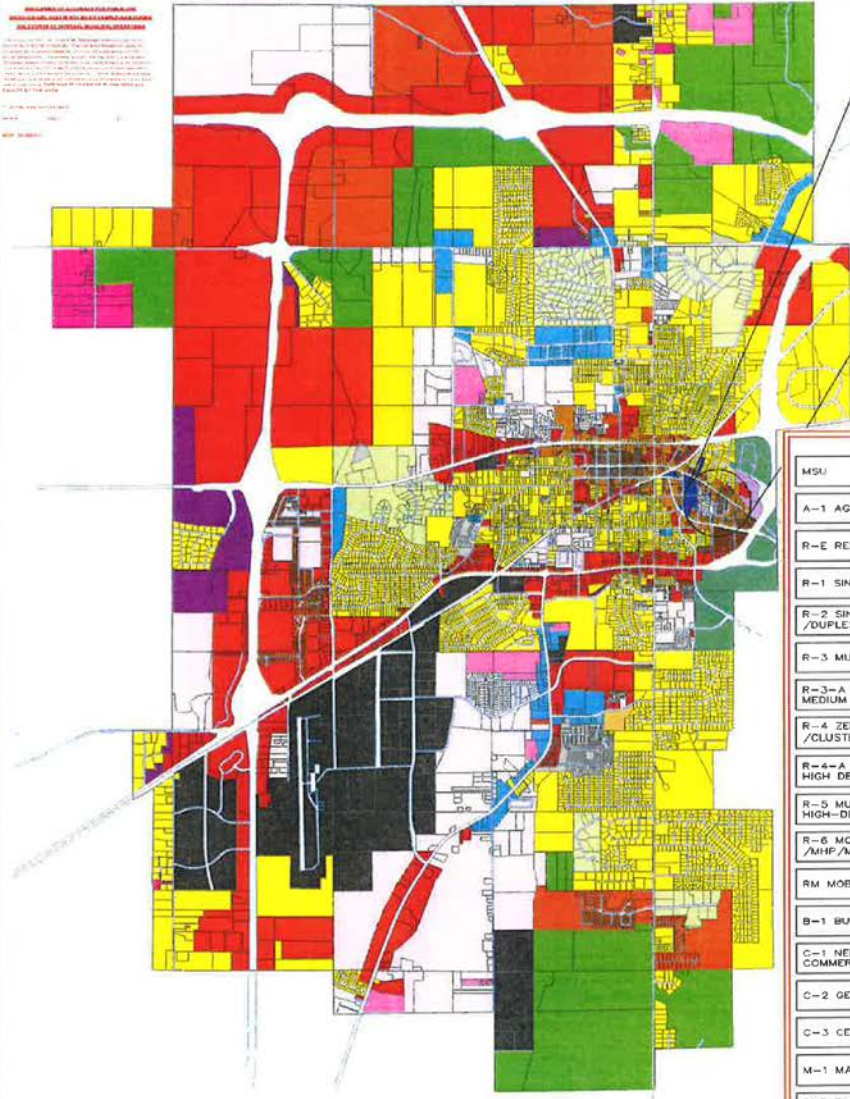
DATE: *[Signature]*
DATE

DATE	REVISION	CHANGE
1/1/82	1	ADOPTED
1/1/82	2	ADOPTED
1/1/82	3	ADOPTED
1/1/82	4	ADOPTED
1/1/82	5	ADOPTED
1/1/82	6	ADOPTED
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1/1/82	96	ADOPTED
1/1/82	97	ADOPTED
1/1/82	98	ADOPTED
1/1/82	99	ADOPTED
1/1/82	100	ADOPTED

JOSEPH A. LUSTICK & ASSOCIATES, INC.
REAL ESTATE PLANNING CONSULTANTS



REVISIONS TO ZONING ORDINANCE
REVISIONS TO ZONING ORDINANCE
 The following table lists the revisions to the zoning ordinance that have been made since the last revision. The table includes the date of the revision, the case number, and a description of the change.



LEGEND

MSU	
A-1 AGRICULTURAL	
R-E RESIDENTIAL ESTATE	
R-1 SINGLE FAMILY	
R-2 SINGLE FAMILY / DUPLEX	
R-3 MULTI-FAMILY	
R-3-A SINGLE FAMILY MEDIUM DENSITY	
R-4 ZERO LOT LINE / CLUSTER DEVELOPMENT	
R-4-A SINGLE FAMILY HIGH DENSITY	
R-5 MULTI-FAMILY, HIGH-DENSITY	
R-6 MOBILE HOMES / MHF / MHS	
RM MOBILE HOME	
B-1 BUFFER DISTRICT	
C-1 NEIGHBORHOOD COMMERCIAL	
C-2 GENERAL BUSINESS	
C-3 CENTRAL BUSINESS	
M-1 MANUFACTURING	
PUD PLANNED UNIT DEVELOPMENT	
P-O PLANNED OFFICE DISTRICT	
T4 DISTRICT	
T5 DISTRICT	
T6 DISTRICT	
CIVIC DISTRICT	

THIS MAP IS ACCURATE FOR PLANNING PURPOSES ONLY

REVISIONS		
DATE	CASE NUMBER	CHANGE

REVISIONS		
DATE	CASE NUMBER	CHANGE



2013



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 12/05/2017
PAGE: 1 of several

SUBJECT: Claims Docket through December 05, 2017

AMOUNT & SOURCE OF FUNDING: FY 2017 – 2018 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending December 5, 2017 is \$660,632.14
Of which the claims amount for Starkville Utilities is \$ \$353,621.42

**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 December 5, 2017 for fiscal year ending 9/30/18, acknowledging that the City Clerk has attested and certified on the cover of the Claims Docket that all claims on the docket are true, accurate, lawful and proper to the best of her knowledge, for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-17 and 21-15-21.



City of Starkville, MS

Expense Approval Report By Fund

Post Dates 11/23/2017 - 11/29/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Fund: 001 - GENERAL FUND							
Department: 000 - UNDESIGNATED							
Outstanding							
COVERT TRACK GROUP, INC	24528	11/23/2017	SURVEILLANCE APPLICATION	001-000-334-126		11/23/2017	2,695.00
4 IMPRINTS	5908074	11/28/2017	150 LANYARDS & 150 NOTEBOOKS	001-000-160-998		11/28/2017	678.24
MARION WATSON	INV0024216	11/27/2017	ACTIVITY WORKER	001-000-106-604		11/27/2017	-36.00
TIPPAH COUNTY GROWERS	153506	11/28/2017	RED BUD AND CHERRY TREE	001-000-365-638		11/28/2017	2,799.50
						Outstanding Total:	6,136.74
Paid							
DON DEXTER	INV0024204	11/28/2017	PAID CASH BOND & CASE WAS RETIRED TO FILE	001-000-149-691		11/28/2017	1,000.00
						Paid Total:	1,000.00
Department 000 - UNDESIGNATED Total:							
							7,136.74
Department: 110 - MUNICIPAL COURT							
Outstanding							
UNISTAR SPARCO	1237132	11/27/2017	JUMP DRIVES	001-110-501-200		11/27/2017	66.97
COMPUTERS, INC	3091201549	11/27/2017	SEPT. & OCTOBER 2017 SERVICES	001-110-600-300		11/27/2017	642.00
LEXISNEXIS			HTT26292	001-110-604-330		11/23/2017	115.00
CANON FINANCIAL SERVICES, INC	17985147	11/23/2017	QLA19783	001-110-604-330		11/23/2017	177.39
CANON FINANCIAL SERVICES, INC	17985153	11/23/2017	OFFICE SUPPLIES	001-110-501-200		11/23/2017	675.29
STICKLAND COMPANIES	478274-0	11/23/2017	8000-9000-1141-9748 - PURCHASE POWER	001-110-604-330		11/28/2017	5.71
PITNEY BOWES PURCHASE POWER	INV0024228	11/28/2017					
						Outstanding Total:	1,682.36
Department 110 - MUNICIPAL COURT Total:							
							1,682.36
Department: 120 - MAYORS OFFICE							
Outstanding							
CANON FINANCIAL SERVICES, INC	16918721	11/23/2017	JME15733	001-120-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17022771	11/23/2017	JME15733	001-120-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17128003	11/23/2017	JME15733	001-120-604-330		11/23/2017	63.75

Expense Approval Report

Vendor Name		Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Post Dates: 11/23/2017 - 11/29/2017	
SADA SYSTEMS		133691	11/23/2017	G SUITE BASIC SVC FROM 10/30/17-10/29/18	001-120-691-550		11/23/2017		Amount
CANON FINANCIAL SERVICES, INC		17985152	11/27/2017	JME15733	001-120-604-330		11/27/2017		6,750.00
FULGHAM'S INC.		5066	11/23/2017	DEEP ROOT STIMULATION & AERATION	001-120-691-550		11/23/2017		63.75
CORNERSTONE GOVERNMENT AFFAIRS, LLC		COSMS-1117	11/27/2017	OCT. 2017 CONSULTING SVC	001-120-600-300		11/27/2017		756.00
PITNEY BOWES PURCHASE POWER		INV0024228	11/28/2017	8000-9000-1141-9748 - PURCHASE POWER	001-120-604-330		11/28/2017		3,333.33
								Outstanding Total:	11,100.04
								Department 120 - MAYORS OFFICE Total:	11,100.04
								Outstanding Total:	58.33
								Department 120 - MAYORS OFFICE Total:	58.34
								Outstanding Total:	58.33
								Department 123 - IT Total:	4,145.40
								Outstanding Total:	58.33
								Department 123 - IT Total:	995.80
								Outstanding Total:	5,374.53
								Department 123 - IT Total:	5,374.53
								Outstanding Total:	370.00
								Department 123 - IT Total:	370.00
								Outstanding Total:	370.00
								Department 123 - IT Total:	115.00
								Outstanding Total:	370.00
								Department 123 - IT Total:	7.49
								Outstanding Total:	66.75
								Department 123 - IT Total:	66.75

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Post Dates: 11/23/2017 - 11/29/2017
PITNEY BOWES PURCHASE POWER	INV0024228	11/28/2017	8000-9000-1141-9748 - PURCHASE POWER	001-145-604-330		11/28/2017	Amount 5.71
Paid							Outstanding Total:
HILTON JACKSON	CONF#3393753017	11/28/2017	MMCCA WINTER EDUCATIONAL WORKSHOP	001-145-610-350		11/28/2017	1,674.95
CENTER FOR GOVERNMENT & COMMUNITY DEVELOPME	INV0024231	11/28/2017	MMCCA WINTER ED. WORKSHOP- LESA HARDIN	001-145-610-350		11/28/2017	113.00
Paid Total:							165.00
Department 145 - OTHER ADMINISTRATIVE Total:							278.00
Department 159 - BONDING-CITY EMPLOYEES							1,952.95
Outstanding							
REYNOLDS/RENASANT INSURANCE AGENCY	859801	11/27/2017	L.HARDIN BOND 12/17-12/1	001-159-620-371		11/27/2017	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	861010	11/28/2017	BOND-J.POSLEY	001-159-620-371		11/28/2017	175.00
Outstanding Total:							350.00
Department 159 - BONDING-CITY EMPLOYEES Total:							350.00
Department 169 - LEGAL							
Outstanding							
CHARLES BRUCE BROWN, ATTORNEY	INV0024118	11/23/2017	VS RAQUEL MAYFIELD	001-169-600-309		11/23/2017	200.00
Rob Roberson	INV0024123	11/23/2017	VS WILLIAM SLAYTON	001-169-600-309		11/23/2017	200.00
STEPHANIE MALLETTE,ATTORNEY AT LA	INV0024124	11/23/2017	VS ERICA HILL	001-169-600-309		11/23/2017	200.00
Outstanding Total:							600.00
Department 169 - LEGAL Total:							600.00
Department 180 - HUMAN RESOURCES							
Outstanding							
CANON FINANCIAL SERVICES, INC	16710971	11/23/2017	JWH03501/DRL72630	001-180-604-330		11/23/2017	58.33
CANON FINANCIAL SERVICES, INC	16814825	11/23/2017	JWH03501/DRL72630	001-180-604-330		11/23/2017	58.33
CANON FINANCIAL SERVICES, INC	16918717	11/23/2017	JWH03501/DRL72630	001-180-604-330		11/23/2017	58.34
CANON FINANCIAL SERVICES, INC	17985148	11/23/2017	JWH03501/DRL72630	001-180-604-330		11/23/2017	58.34
NELCO	5744242 RI	11/27/2017	1009S/W2S/ENVELOPES	001-180-501-200		11/27/2017	572.99
PITNEY BOWES PURCHASE POWER	INV0024228	11/28/2017	8000-9000-1141-9748 - PURCHASE POWER	001-180-604-330		11/28/2017	5.68
Outstanding Total:							812.01
Department 180 - HUMAN RESOURCES Total:							812.01

Expense Approval Report

Post Dates: 11/23/2017 - 11/29/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
Department: 190 - CITY PLANNER							
Outstanding							
CANON FINANCIAL SERVICES, INC	16710971	11/23/2017	JWH03501/DRL72630	001-190-604-330		11/23/2017	58.34
CANON FINANCIAL SERVICES, INC	16814825	11/23/2017	JWH03501/DRL72630	001-190-604-330		11/23/2017	58.33
CANON FINANCIAL SERVICES, INC	16918717	11/23/2017	JWH03501/DRL72630	001-190-604-330		11/23/2017	58.33
CANON FINANCIAL SERVICES, INC	16918721	11/23/2017	JME15733	001-190-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17022771	11/23/2017	JME15733	001-190-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17128003	11/23/2017	JME15733	001-190-604-330		11/23/2017	63.75
SULLIVAN'S OFFICE SUPPLY, INC.	28410.1	11/23/2017	CREAMER	001-190-691-550		11/23/2017	4.20
CANON FINANCIAL SERVICES, INC	17985152	11/27/2017	JME15733	001-190-604-330		11/27/2017	63.75
iWorQ Systems Inc.	9553	11/23/2017	COMM DEV. DATA PACKAGE -ANNUAL PMT	001-190-918-807		11/23/2017	7,000.00
CANON FINANCIAL SERVICES, INC	17985148	11/23/2017	JWH03501/DRL72630	001-190-604-330		11/23/2017	58.33
PITNEY BOWES PURCHASE POWER	INV0024228	11/28/2017	8000-9000-1141-9748 - PURCHASE POWER	001-190-604-330		11/28/2017	5.71
Outstanding Total:							7,498.24
Department 190 - CITY PLANNER Total:							7,498.24
Department: 192 - GENERAL GOVERN BLDG & PLANT							
Outstanding							
ATMOS ENERGY	INV0024113	11/23/2017	4012591687 CITY HALL 100 MEIGS	001-192-625-380		11/23/2017	223.42
CINTAS	215277507	11/23/2017	CITY HALL 11.14.17	001-192-510-220		11/23/2017	25.07
PETTY CASH VOUCHERS	INV0024127	11/23/2017	TRASH BAGS	001-192-510-220		11/23/2017	6.26
CINTAS	215279272	11/27/2017	CITY HALL	001-192-510-220		11/27/2017	25.07
PETTY CASH VOUCHERS	INV0024226	11/27/2017	PLANNERS & JANITORIAL SUPPLIES	001-192-510-220		11/27/2017	27.61
STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	001-192-625-380		11/28/2017	2,621.16
Outstanding Total:							2,928.59
Department 192 - GENERAL GOVERN BLDG & PLANT Total:							2,928.59
Department: 196 - CEMETERY ADMINISTRATION							
Outstanding							
LESLIE DEAN, RLA	605	11/28/2017	ODD FELLOWS CEM (UNIV. DRIVE)	001-196-630-402		11/28/2017	1,100.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Post Dates: 11/23/2017 - 11/29/2017
LESLIE DEAN, RLA	606	11/28/2017	ODD FELLOWS CEMET. HWY 182 (11/16/17)	001-196-630-425		11/28/2017	Amount 550.00
Department: 197 - ENGINEERING							Outstanding Total: 1,650.00
Outstanding							Department 196 - CEMETERY ADMINISTRATION Total: 1,650.00

Department: 197 - ENGINEERING

CANON FINANCIAL SERVICES, INC	16918721	11/23/2017	JME15733	001-197-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17022771	11/23/2017	JME15733	001-197-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17128003	11/23/2017	JME15733	001-197-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17985152	11/27/2017	JME15733	001-197-604-330		11/27/2017	63.75

Outstanding Total:

255.00

Department 197 - ENGINEERING Total:

255.00

Department: 201 - POLICE DEPARTMENT

Outstanding

CANON FINANCIAL SERVICES, INC	16918723	11/23/2017	QNR08831	001-201-635-369		11/23/2017	108.03
CANON FINANCIAL SERVICES, INC	17022773	11/23/2017	QNR08831	001-201-635-369		11/23/2017	116.22
CANON FINANCIAL SERVICES, INC	17128005	11/23/2017	QNR08831	001-201-635-369		11/23/2017	151.83
CALEA	24907	11/23/2017	32 AUTO DECALS	001-201-501-200		11/23/2017	67.00
BELL BUILDING SUPPLY, INC.	192000	11/23/2017	2 KEYS	001-201-501-200		11/23/2017	3.00
TRI-STARR MUFFLER & BRAKES	833396	11/27/2017	OIL CHANGE	001-201-630-360		11/27/2017	38.95
OKTIBBEHA COUNTY COOPERATIVE	269564	11/23/2017	BOOTS	001-201-535-233		11/23/2017	99.85
OKTIBBEHA COUNTY COOPERATIVE	269730	11/23/2017	BOOTS	001-201-535-233		11/23/2017	99.85
MSU - THE CAREER CENTER	20170908-00002	11/23/2017	JOB FAIR	001-201-600-300		11/23/2017	495.00
BELL BUILDING SUPPLY, INC.	202971	11/23/2017	PADLOCK AND 4 KEYS	001-201-501-200		11/23/2017	25.17
TRI-STARR MUFFLER & BRAKES	011858	11/27/2017	TRUNK LATCH	001-201-630-360		11/27/2017	165.57
TRI-STARR MUFFLER & BRAKES	011860	11/27/2017	REPAIRS TO 2007 CROWN VI	001-201-630-360		11/27/2017	250.33
TRI-STARR MUFFLER & BRAKES	011865	11/27/2017	COIL AND LABOR	001-201-630-360		11/27/2017	100.69
TRI-STARR MUFFLER & BRAKES	011868	11/27/2017	REPAIRS CROWN VIC # 46	001-201-630-360		11/27/2017	3,087.95
TRI-STARR MUFFLER & BRAKES	011885	11/27/2017	BRAKE PADS & OIL CHANGE	001-201-630-360		11/27/2017	355.87

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
TRI-STARR MUFFLER & BRAKES	011897	11/27/2017	OIL CHANGE	001-201-630-360		11/27/2017	38.95
TRI-STARR MUFFLER & BRAKES	011887	11/27/2017	OIL CHANGE -ANIMAL CONTROL FORD F-250	001-201-630-360		11/27/2017	58.95
TRI-STARR MUFFLER & BRAKES	011891	11/27/2017	REPAIR DASHLIGHT/SPEED SENSOR/LABOR	001-201-630-360		11/27/2017	340.05
PROGRAPHICS, INC.	71717	11/23/2017	INVITATIONS FOR GRAND OPENING	001-201-501-200		11/23/2017	219.50
COPY COW	8098	11/23/2017	40 ENVELOPES A7	001-201-501-200		11/23/2017	5.20
TRI-STARR MUFFLER & BRAKES	011898	11/27/2017	BLOWER MOTOR/LABOR	001-201-630-360		11/27/2017	114.84
PRECISION DELTA CORPORATION	10146	11/23/2017	BULLETS	001-201-501-200		11/23/2017	1,316.60
DANNY MCCLUSKEY TOWIN	12313	11/23/2017	TOWING SERVICES	001-201-600-300		11/23/2017	125.00
LOWE'S	977769	11/27/2017	BLINDS	001-201-501-200		11/27/2017	445.92
CALEA	26432	11/23/2017	ANNUAL CONTINUATION FE	001-201-600-300		11/23/2017	4,646.00
MID-SOUTH UNIFORM & SUPPLY	568198	11/23/2017	VEST, RAIN COVER FOR HATS, LETTERS FOR VEST	001-201-535-233		11/23/2017	2,297.24
PROGRAPHICS, INC.	71755	11/27/2017	PRINT PROGRAMS, CUTTING CHARGE	001-201-501-200		11/27/2017	118.00
WATERMARK PRINTERS LLC	11088	11/23/2017	BUS CARDS- REAVES, WINSHIP, LAY	001-201-615-343		11/23/2017	123.00
GREENOAKS UHAUL	100-A	11/23/2017	17FT UHAUL, 40 MEDIUM BOXES	001-201-600-300		11/23/2017	130.89
WILLIAMS TRANSFER & STORAGE, INC.	W150-320-7	11/23/2017	5 MEN & A TRUCK/10/10-10/12	001-201-600-300		11/23/2017	3,861.00
WILLIAMS TRANSFER & STORAGE, INC.	W150-418-7	11/23/2017	3 MEN AND A TRUCK/10/16	001-201-600-300		11/23/2017	1,100.00
DANNY MCCLUSKEY TOWIN	12324	11/23/2017	TOW TO TRI-STARR	001-201-600-300		11/23/2017	105.00
SULLIVAN'S OFFICE SUPPLY, INC.	27726	11/23/2017	DESK PAD BLACK	001-201-501-200		11/23/2017	31.50
BASICS, INC. A Trade America Company	22112	11/23/2017	WET FLOOR	001-201-501-200		11/23/2017	192.76
DANNY MCCLUSKEY TOWIN	12330	11/23/2017	SIGNS, TISSUE, LINERS	001-201-600-300		11/23/2017	105.00
TRI-STARR MUFFLER & BRAKES	775224	11/27/2017	TOWING SERVICES	001-201-630-360		11/27/2017	438.80
R&M TIRES	1115198	11/23/2017	FLAT REPAIR	001-201-630-360		11/23/2017	20.00
R&M TIRES	1115206	11/23/2017	2 TIRE MOUNTS AND BALANCE	001-201-630-360		11/23/2017	38.00
WEX Bank /WRIGHT EXPRESS FSC	51755415	11/23/2017	GAS	001-201-525-231		11/23/2017	117.38
TRI-STARR MUFFLER & BRAKES	775233	11/27/2017	RADIATOR COOLING FAN	001-201-630-360		11/27/2017	381.99
RACKLEY OIL INC.	468405	11/23/2017	GAS 10/17-10/24	001-201-525-231		11/23/2017	2,166.72
BELL BUILDING SUPPLY, INC.	206989	11/23/2017	3 DOUBLESIDED KEYS	001-201-501-200		11/23/2017	4.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Post Dates: 11/23/2017 - 11/29/2017	Amount
THAT'S GREAT NEWS	335537	11/23/2017	PICTURES FOR COMMUNITY ROOM	001-201-501-200		11/23/2017		448.80
TRI-STARR MUFFLER & BRAKES	775242	11/27/2017	WINDOW REGULATOR	001-201-630-360		11/27/2017		224.99
TRI-STARR MUFFLER & BRAKES	775243	11/23/2017	OIL CHANGE	001-201-630-360		11/23/2017		38.95
ARMY NAVY PAWN SHOP	0063461	11/23/2017	B-27 TARGETS	001-201-501-200		11/23/2017		75.00
BELL BUILDING SUPPLY, INC.	207028	11/23/2017	BATTERIES,CABLES,PLIERS,L OCK EASE,HAMMER, GLOVE	001-201-501-200		11/23/2017		183.09
SULLIVAN'S OFFICE SUPPLY, INC.	28000	11/23/2017	FINGERPRINT PAD,FOLDERS,BOXES,PENS,L ABELS,TABS	001-201-501-200		11/23/2017		159.52
SULLIVAN'S OFFICE SUPPLY, INC.	28001	11/23/2017	HIGHLIGHTERS	001-201-501-200		11/23/2017		8.99
SULLIVAN'S OFFICE SUPPLY, INC.	28033	11/23/2017	STORAGE BOXES	001-201-501-200		11/23/2017		101.97
BOB'S MOBILE RADIO	315827	11/23/2017	MODIFY OLD DISPATCH CTR EQUIP/INSTALL NEW EQUIP	001-201-600-300		11/23/2017		1,912.61
SULLIVAN'S OFFICE SUPPLY, INC.	28002	11/23/2017	FOLDERS	001-201-501-200		11/23/2017		71.98
CINTAS FIRST AID & SAFETY	5009170440	11/23/2017	MEDS FOR MEDICINE CABINET	001-201-501-200		11/23/2017		148.39
TRI-STARR MUFFLER & BRAKES	775248	11/27/2017	OIL CHANGE/ROTATE	001-201-630-360		11/27/2017		58.95
TRI-STARR MUFFLER & BRAKES	775227	11/27/2017	OIL CHANGE	001-201-630-360		11/27/2017		38.95
LOWE'S	910233	11/27/2017	CLOSET ROD,BRACKETS, LEV	001-201-501-200		11/27/2017		58.09
R&M TIRES	1115286	11/23/2017	OIL CHANGE	001-201-630-360		11/23/2017		45.00
R&M TIRES	1115298	11/23/2017	TIRE MOUNT-2017 FORD EXPLORER	001-201-630-360		11/23/2017		19.00
OKTIBBEHA COUNTY COOPERATIVE	297750	11/23/2017	BOOTS FOR HEADLEY	001-201-535-233		11/23/2017		192.89
IVY AUTO PARTS, LLC.	572795	11/23/2017	BRAKE PADS	001-201-630-360		11/23/2017		127.62
OGS TECHNOLOGIES, INC	000214025	11/23/2017	PLAQUES FOR PD DISPLAY	001-201-501-200		11/23/2017		359.85
R&M TIRES	1115292	11/23/2017	LABOR -REPLACE BRAKE PADS & ROTOR	001-201-630-360		11/23/2017		65.00
UNISTAR-SPARCO COMPUTERS, INC	1237320	11/23/2017	TONER	001-201-501-200		11/23/2017		223.86
ALLEN EDWARDS BODY SHO	2457	11/27/2017	REPLACE MOLDING	001-201-630-360		11/27/2017		50.00
SULLIVAN'S OFFICE SUPPLY, INC.	28184	11/23/2017	CHART TAPE,MARKER,ERASE	001-201-501-200		11/23/2017		20.82
TRI-STARR MUFFLER & BRAKES	811861 C	11/27/2017	PAID INVOICE 811861 TWO TIMES.	001-201-630-360		11/27/2017		-165.00
DPS CRIME LAB	90064603	11/23/2017	ANALYTICAL FEES	001-201-600-300		11/23/2017		120.00
O'REILLY AUTO PARTS	997-389139	11/23/2017	WIPER BLADES	001-201-630-360		11/23/2017		32.15

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
ARMY NAVY PAWN SHOP	0060829	11/23/2017	15 VARYING 9MM AMMO & AMMO CAN	001-201-501-200		11/23/2017	190.00
BASICS, INC. A Trade America Company	22117	11/23/2017	BATTERIES	001-201-501-200		11/23/2017	18.00
BASICS, INC. A Trade America Company	22146	11/23/2017	CHARMIN TISSUE, TOWELS	001-201-501-200		11/23/2017	271.00
BOB'S MOBILE RADIO	315829	11/23/2017	REMOVE & REPLACE ANTENNA SYSTEM ON CAR 2	001-201-600-300		11/23/2017	180.00
ARMY NAVY PAWN SHOP	0063548	11/23/2017	2 PAIR PANTS	001-201-535-233		11/23/2017	70.00
LOWE'S	07968	11/27/2017	WIRE SHELVES	001-201-501-200		11/27/2017	617.24
BOB'S MOBILE RADIO	315832	11/23/2017	2 BATTERIES P5400	001-201-501-200		11/23/2017	167.24
BOB'S MOBILE RADIO	315836	11/23/2017	20 BATTERIES FOR P7100 PORTABLE RADIOS	001-201-501-200		11/23/2017	1,500.00
PITTS SIGN COMPANY	INV0024126	11/23/2017	CHANGE NUMBERS/RESTRIPE CAR 73	001-201-600-300		11/23/2017	425.00
SULLIVAN'S OFFICE SUPPLY, INC.	28316	11/23/2017	LEGAL PADS,HOLE PUNCH,ENVELOPES,PENS	001-201-501-200		11/23/2017	156.52
MAGNOLIA BOTTLED WATER CO	28623	11/23/2017	WATER	001-201-501-200		11/23/2017	52.00
OKTIBBEHA COUNTY COOPERATIVE	300184	11/23/2017	BOOTS	001-201-535-233		11/23/2017	99.85
TRI-STARR MUFFLER & BRAKES	775918	11/27/2017	COMBO SWITCH/2013 INTERCEPTOR	001-201-630-360		11/27/2017	224.20
LOWE'S	07127	11/27/2017	WOOD BRACKETS	001-201-501-200		11/27/2017	11.54
MID-SOUTH UNIFORM & SUPPLY	569204	11/27/2017	FLAG POLES	001-201-501-200		11/27/2017	273.02
MID-SOUTH UNIFORM & SUPPLY	569246	11/27/2017	8 FLASHLIGHTS	001-201-535-233		11/27/2017	1,233.75
DONNA LOTT	INV0024119	11/23/2017	CLOTH ALLOW-WINSHIP & HEADLEY	001-201-535-233		11/23/2017	342.37
DIGITAL-ALLY	1097668	11/27/2017	FABRIC CLIP	001-201-501-200		11/27/2017	130.00
OKTIBBEHA COUNTY COOPERATIVE	301653	11/23/2017	SWAT BOOTS	001-201-535-233		11/23/2017	99.85
RACKLEY OIL INC.	469766	11/23/2017	GAS 10/31-11/7	001-201-525-231		11/23/2017	1,977.12
ROBINSON JANITORIAL SPECIALISTS	40730	11/27/2017	CLEAN SPD BEFORE GRAND OPENING	001-201-600-300		11/27/2017	1,000.00
ADVANCED COLLISION REPAIR CITY OF COLUMBUS	PO M-13090A SPD-001336-1117	11/23/2017 11/23/2017	REPAIRS TO P-53 FORENSIC LAB SERVICES FOR INVOICE 528	001-201-630-360 001-201-600-300		11/23/2017 11/23/2017	2,260.10 720.00
CANON FINANCIAL SERVICES, INC	17985151	11/23/2017	JMQ18879/JMQ18878	001-201-635-369		11/23/2017	402.00
CANON FINANCIAL SERVICES, INC	17985154	11/27/2017	QNR08831 CONTRACT CHG & METER USAGE	001-201-635-369		11/27/2017	116.24
ARMY NAVY PAWN SHOP	0007990	11/23/2017	PANTS FOR HEADLEY	001-201-535-233		11/23/2017	35.00
R&M TIRES	1115424	11/27/2017	REPAIR FLAT	001-201-630-360		11/27/2017	20.00
JAMES IKE LANGLEY	1292	11/23/2017	INSTALL 19 MINI BLINDS	001-201-600-300		11/23/2017	600.00

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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	22163	11/23/2017	2 BOXES GLOVES	001-201-501-200		11/23/2017	32.86
FLOWERS BY THE BUNCH	265434	11/23/2017	FLOWERS FOR PD GRAND OPENING	001-201-600-300		11/23/2017	1,144.00
RACKLEY OIL INC.	469979	11/23/2017	GAS	001-201-525-231		11/23/2017	31.88
DONNA LOTT	INV0024120	11/23/2017	BATTERIES	001-201-501-200		11/23/2017	69.80
CHARLIE JONES	PO M-13084A	11/23/2017	BOOTS	001-201-535-233		11/23/2017	90.94
IRCUSTOMS	2285	11/27/2017	GUN & KNIFE BOXES	001-201-501-200		11/27/2017	868.68
MAGNOLIA BOTTLED WATER CO	28718	11/23/2017	WATER	001-201-501-200		11/23/2017	15.00
WILLIAM DURR	INV0024131	11/23/2017	CLOTHING ALLOWANCE FOR DURR	001-201-535-233		11/23/2017	500.00
ALLEN EDWARDS BODY SHO	000463	11/27/2017	TOW MUSTANG TO CITY IMPOUND	001-201-600-300		11/27/2017	200.00
R&M TIRES	1115451	11/27/2017	OIL CHANGE, REPAIR FLAT	001-201-630-360		11/27/2017	65.00
BOB'S MOBILE RADIO	315838	11/27/2017	REPAIR WIRING TO WIRELESS MICROPHONE CH	001-201-600-300		11/27/2017	373.90
RACKLEY OIL INC.	000470220	11/27/2017	GAS	001-201-525-231		11/27/2017	2,698.80
UPS STORE 3702	INV0024210	11/27/2017	POSTAGE	001-201-501-200		11/27/2017	9.28
BASICS, INC. A Trade America Company	22159	11/27/2017	RUBBERMAID CARTS	001-201-501-200		11/27/2017	548.88
DONNA LOTT	INV0024206	11/27/2017	CLOTHING ALLOWANCE - REAVES & DAVIS	001-201-535-233		11/27/2017	559.22
TRI-STARR MUFFLER & BRAKES	834800 C	11/27/2017	PAID INVOICE 834800 TWO TIMES.	001-201-630-360		11/27/2017	-1,062.72
STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	001-201-625-380		11/28/2017	391.99
PITNEY BOWES PURCHASE POWER	INV0024228	11/28/2017	8000-9000-1141-9748 - PURCHASE POWER	001-201-604-330		11/28/2017	5.71
Paid							Outstanding Total:
MS ASSOC OF CHIEFS OF POLICE	INV0024205	11/28/2017	WINTER CONFERENCE REGISTRATION	001-201-690-555		11/28/2017	325.00
Paid							Paid Total:
Department 201 - POLICE DEPARTMENT Total:							48,389.83

Department: 215 - CUSTODY OF PRISONERS

Outstanding

CLAY COUNTY SHERIFF DEPARTMENT	INV0024115	11/23/2017	SEPT. 2017 HOUSING INMATES	001-215-541-237		11/23/2017	105.00
STARKVILLE RADIOLOGY	2037814	11/23/2017	DOCTOR BILL WINTER HURS	001-215-541-237		11/23/2017	210.00
ZIP SCRIPTS	160359	11/23/2017	MEDS FOR W.HURST	001-215-541-237		11/23/2017	13.00
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0024122	11/23/2017	FEEDING INMATES OCTOBER 2017	001-215-541-237		11/23/2017	11,460.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Post Dates: 11/23/2017 - 11/29/2017
CLAY COUNTY SHERIFF DEPARTMENT	INV0024116	11/23/2017	OCTOBER 2017 HOUSING INMATES	001-215-541-237		11/23/2017	Amount 105.00
Department: 240 - POLICE-COMMUNICATION SERV							Outstanding Total: 11,893.00
Outstanding							Department 215 - CUSTODY OF PRISONERS Total: 11,893.00

Department: 240 - POLICE-COMMUNICATION SERV

BOB'S MOBILE RADIO	12.2017	11/29/2017	DECEMBER 2017 MONTHLY CONTRIBUTION	001-240-630-404		11/29/2017	406.00
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Outstanding Total: 406.00

Department 240 - POLICE-COMMUNICATION SERV Total: 406.00

Department: 250 - NARCOTICS BUREAU

JACKET MINI STORAGE	M-13026A	11/23/2017	3 MONTHS STORAGE	001-250-635-368		11/23/2017	126.00
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Outstanding Total: 126.00

Department 250 - NARCOTICS BUREAU Total: 126.00

Department: 261 - FIRE DEPARTMENT

DPS CRIME LAB	17302927	11/23/2017	3 ACCOUNTABILITY TAGS	001-261-525-231		11/23/2017	35.85
SUNBELT FIRE APPARATUS	114064	11/23/2017	PUMP TESTING	001-261-630-360		11/23/2017	445.00
SUNBELT FIRE APPARATUS	114065	11/23/2017	PUMP TESTING	001-261-630-360		11/23/2017	195.00
SUNBELT FIRE APPARATUS	114066	11/23/2017	PUMP TESTING	001-261-630-360		11/23/2017	195.00
SUNBELT FIRE APPARATUS	114067	11/23/2017	PUMP TESTING	001-261-630-360		11/23/2017	195.00
SUNBELT FIRE APPARATUS	114068	11/23/2017	PUMP TESTING	001-261-630-360		11/23/2017	195.00
LANN CHEMICAL & SUPPLY	021787	11/23/2017	FIBER	001-261-510-220		11/23/2017	196.50
SPORTS CENTER	2099	11/23/2017	PADS/LYSOL/POLISH/BLEAC				
RACKLEY OIL INC.	469063	11/23/2017	SPORTS SHORTS	001-261-535-233		11/23/2017	45.00
SHEPS CLEANERS	H-16560	11/23/2017	GAS	001-261-630-360		11/23/2017	265.80
			27089,27277,26394,26267,27527,25747	001-261-600-430		11/23/2017	134.50
THERESA'S ALTERATIONS	INV0024129	11/23/2017	ALTERATIONS/4 SHIRTS, 2 JACKETS	001-261-535-233		11/23/2017	63.00
LOWE'S	10200	11/27/2017	FIRE EXTINGUISHER	001-261-555-250		11/27/2017	56.95
STATE FIRE ACADEMY	33279	11/23/2017	PATCHES FOR UNIFORM	001-261-535-233		11/23/2017	80.00
POWERSTROKE EQUIPMENT SALES & SVC	2681	11/23/2017	REPAIR CHAIN SAW	001-261-630-360		11/23/2017	28.00
STARKVILLE AUTO PARTS	5151-108218	11/23/2017	RADIATOR CAP	001-261-630-360		11/23/2017	5.39
LOWE'S	01054	11/27/2017	CEILING LIGHT FOR STATION	001-261-555-250		11/27/2017	58.35
STARKVILLE AUTO PARTS	5151-108253	11/23/2017	2 BACK UP LAMPS	001-261-630-360		11/23/2017	24.78
EMERGENCY EQUIPMENT PROFESSIONALS	430884	11/27/2017	LOCKING SLIDE, LED MARKER, PADDLE HANDLE	001-261-630-360		11/27/2017	313.89
RACKLEY OIL INC.	469765	11/23/2017	GAS	001-261-630-360		11/23/2017	206.45
MED-TECH RESOURCE INC.	81824	11/27/2017	5 BLOOD PRESSURE KITS	001-261-918-805		11/27/2017	218.01

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MES (MUNICIPAL EMERGENCY SERVICES, INC.)	IN1176124	11/23/2017	HEX ARMOR GLOVES/ LARGE & XLARGE	001-261-918-805		11/23/2017	192.00
MID-SOUTH UNIFORM & SUPPLY	569363	11/23/2017	2 CLASS A UNIFORM SHIRTS	001-261-535-233		11/23/2017	84.28
ARMY NAVY PAWN SHOP	0063491	11/23/2017	PANTS AND BELTS FOR NEW FIREFIGHTERS	001-261-535-233		11/23/2017	136.00
LOWE'S	09584	11/27/2017	SHOP VAC AND BULBS	001-261-555-250		11/27/2017	46.50
EVS /G&W DIESEL SERVICES, INC.	130436	11/23/2017	18 UNITS HAZARD CONTROL FOAM	001-261-630-360		11/23/2017	2,250.00
OKTIBBEHA COUNTY COOPERATIVE	303105	11/23/2017	2 PAIR BOOTS	001-261-535-233		11/23/2017	199.70
IDVILLE	3285125	11/23/2017	INK AND ID BLANK CARDS	001-261-918-805		11/23/2017	200.95
LANN CHEMICAL & SUPPLY	021787-01	11/23/2017	FIBER PADS	001-261-510-220		11/23/2017	25.00
THE T-SHIRT SHOP	20171814	11/23/2017	UNIFORMS	001-261-535-233		11/23/2017	1,567.55
THE T-SHIRT SHOP	20171815	11/23/2017	UNIFORMS	001-261-535-233		11/23/2017	1,156.67
IDVILLE	3285773	11/23/2017	PRINTER PROTECTION BUNDLE	001-261-918-805		11/23/2017	525.50
RACKLEY OIL INC.	470165	11/23/2017	BLUE DEF DIESEL EXHAUST	001-261-525-231		11/23/2017	35.80
LAIRD CLINIC OF FAMILY MEDICINE	896495	11/27/2017	S. MOORE OFFICE VISIT/VISION TEST	001-261-600-319		11/27/2017	150.00
RACKLEY OIL INC.	000470219	11/27/2017	FUEL FOR FIRE TRUCKS	001-261-525-231		11/27/2017	175.20
NEWELL PAPER COMPANY	3019114	11/27/2017	TOWELS, DETERGENT	001-261-510-220		11/27/2017	579.86
INTERSTATE BATTERY OF CNTRL MS	83271	11/23/2017	GENERATOR BATTERY	001-261-630-360		11/23/2017	113.95
CHARLES YARBROUGH	INV0024114	11/23/2017	FIRE CHIEFS ASSOC/MEMBERSHIP DUES	001-261-690-555		11/23/2017	45.00
QUILL CORPORATION	2580642	11/28/2017	TIE BAGS-100	001-261-510-220		11/28/2017	6.49
QUILL CORPORATION	2589440	11/28/2017	GE ULTRA THIN LINE CORD 50W	001-261-510-220		11/28/2017	35.98
QUILL CORPORATION	2634242	11/28/2017	JANITORIAL SUPPLIES	001-261-510-220		11/28/2017	139.29
QUILL CORPORATION	2646731	11/28/2017	MONITOR STAND WITH DRAWER	001-261-510-220		11/28/2017	16.99
TYLER DAVIS	305027	11/27/2017	REIMB PURCHASE OF BELT	001-261-535-233		11/27/2017	29.96
PETTY CASH VOUCHERS	INV0024128	11/23/2017	FUEL FOR FIRE DEPT.	001-261-525-231		11/23/2017	77.57
LOWE'S	02758	11/27/2017	TOOLS FOR STATION 2	001-261-918-805		11/27/2017	303.02
LOWE'S	10099	11/27/2017	SUPPLIES FOR STATION	001-261-555-250		11/27/2017	79.18
BELL BUILDING SUPPLY, INC.	209222	11/27/2017	PLYWOOD & TREATED LUMBER	001-261-630-360		11/27/2017	223.71
NICHOLAS PEARSON	INV0024208	11/27/2017	REIMB MED EXPENSES, VACCINATIONS & TB TEST	001-261-600-319		11/27/2017	313.79
WAL MART-GENERAL CITY	06932	11/27/2017	LINEN FOR FIREFIGHTERS	001-261-555-250		11/27/2017	66.14
O'REILLY AUTO PARTS	0997-392387	11/27/2017	HOOD SUPPORT	001-261-630-360		11/27/2017	27.95
BELL BUILDING SUPPLY, INC.	209369	11/27/2017	RETURN/EXCHANGE LUMBE	001-261-630-360		11/27/2017	-1.34
LAIRD CLINIC OF FAMILY MEDICINE	896496	11/27/2017	KENNETH WILSON/OFF VISIT/TB TEST	001-261-600-319		11/27/2017	191.00

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NAFECO	903326	11/27/2017	GLOVES & BOOTS	001-261-918-805		11/27/2017	Amount 296.67
Department: 262 - FIRE PREVENTION Outstanding							Outstanding Total: 12,247.83
COAST TO COAST SOLUTION	IVC0083867	11/23/2017	1000 MOOD PENCILS/3 STAINLESS BOTTLE	001-262-555-250		11/23/2017	627.48
RDJ SPECIALTIES, INC	103555	11/27/2017	500 FOLDABLE FIRETRUCKS	001-262-555-250		11/27/2017	601.32
RDJ SPECIALTIES, INC	103709	11/27/2017	500 TRANSLUCENT RULERS	001-262-555-250		11/27/2017	663.95
Outstanding Total:							1,892.75
Department 262 - FIRE PREVENTION Total:							1,892.75
Department: 263 - FIRE TRAINING Outstanding							28.31
TYLER DAVIS	INV0024130	11/23/2017	SMOKE DIVER TRAINING/MEAL REIMB	001-263-600-390		11/23/2017	
SHEDRICK HOGAN	INV0024125	11/23/2017	FIRE ACADEMY, EXECUTIVE FIRE OFFICER	001-263-600-390		11/23/2017	352.50
DEWAYNE DAVIS	INV0024121	11/23/2017	FIRE ACADEMY-EXECUTIVE FIRE OFFICER	001-263-600-390		11/23/2017	482.02
Outstanding Total:							862.83
Department 263 - FIRE TRAINING Total:							862.83
Department: 264 - FIRE COMMUNICATIONS Outstanding							54.98
CSPIRE WIRELESS	2019865367	11/23/2017	WALLPORT & OTTERBOX	001-264-604-330		11/23/2017	
BATTERY ZONE	6577	11/23/2017	6-TWO WAY RADIO BATTERI	001-264-630-404		11/23/2017	345.95
BOB'S MOBILE RADIO	12.2017	11/29/2017	DECEMBER 2017 MONTHLY CONTRIBUTION	001-264-630-404		11/29/2017	310.00
Outstanding Total:							710.93
Department 264 - FIRE COMMUNICATIONS Total:							710.93
Department: 267 - FIRE STATIONS AND BUILDINGS Outstanding							160.71
LOWE'S	01343	11/27/2017	BUILDING SUPPLIES FOR STATION 5	001-267-558-269		11/27/2017	
S&K DOOR AND SPECIALTY COMPANY, INC.	62786	11/23/2017	SVC CALL TO REPAIR AND ADJUST OVERHEAD DOOR	001-267-558-269		11/23/2017	450.00
ATMOS ENERGY	INV0024112	11/23/2017	3020829684 FIRESTATION #	001-267-625-380		11/23/2017	132.68
GOLDEN TRIANGLE PROPANE, LLC	15364	11/27/2017	LP GAS FOR STATION 5	001-267-625-380		11/27/2017	322.40
ATMOS ENERGY	INV0024229	11/28/2017	3017756705 FIRE ST. # 2	001-267-625-380		11/28/2017	327.57
S&K DOOR AND SPECIALTY COMPANY, INC.	62909	11/27/2017	SVC CALL TO ADJUST AND OIL OVERHEAD DOOR	001-267-558-269		11/27/2017	105.00
DIRECTV	32810481255	11/27/2017	SATELLITE FOR STATION 5	001-267-625-380		11/27/2017	244.85

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STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	001-267-625-380		11/28/2017	3,196.34
Outstanding Total:							4,939.55

Department 267 - FIRE STATIONS AND BUILDINGS Total:

4,939.55

Department: 281 - BUILDING/CODES OFFICE

Outstanding							
CANON FINANCIAL SERVICES, INC	16918721	11/23/2017	JME15733	001-281-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17022771	11/23/2017	JME15733	001-281-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17128003	11/23/2017	JME15733	001-281-604-330		11/23/2017	63.75
CANON FINANCIAL SERVICES, INC	17985152	11/27/2017	JME15733	001-281-604-330		11/27/2017	63.75
FEDEX	6-001-87466	11/28/2017	SHIPMENT TO MEMA	001-281-691-550		11/28/2017	62.96
GOLDEN TRIANGLE PLANNING & DEVELOPM	1027112017	11/28/2017	E911 NEW ADDRESSES + TRAVEL EXPENSE	001-281-691-550		11/28/2017	441.21
PITNEY BOWES PURCHASE POWER	INV0024228	11/28/2017	8000-9000-1141-9748 - PURCHASE POWER	001-281-604-330		11/28/2017	5.71
TRUSTMARK NATIONAL BAN	12.18.2017	11/29/2017	#98905/STREET F250 & 2 TACOMAS	001-281-820-874		11/29/2017	398.32
TRUSTMARK NATIONAL BAN	12.18.2017	11/29/2017	#98905/STREET F250 & 2 TACOMAS	001-281-830-873		11/29/2017	53.05
Outstanding Total:							1,216.25

Paid

BUILDING OFFICIALS ASSOC. OF MS	INV0024232	11/28/2017	WINTER TRAINING-MIKE ST. LOUIS	001-281-690-553		11/28/2017	100.00
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Paid Total:

100.00

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding							
STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	001-290-625-380		11/28/2017	129.79
Outstanding Total:							129.79

Department 281 - BUILDING/CODES OFFICE Total:

1,316.25

Department: 301 - STREET DEPARTMENT

Outstanding							
APAC-MISSISSIPPI, INC M'PRINTS	4000070867 24077	11/27/2017	RIP RAP	001-301-560-270		11/27/2017	1,797.09
		11/27/2017	21-MAROON SPORT TEK SHIRTS	001-301-555-250		11/27/2017	739.37
LOWE'S	10140	11/27/2017	BATTERY AND SHARPIES	001-301-555-250		11/27/2017	66.94
MMC MATERIALS, INC.	480841 C	11/27/2017	INV#480841 PAID TWICE	001-301-560-270		11/27/2017	-220.00
G&C SUPPLY CO., INC	6676064	11/27/2017	25 LOFT 2# GREEN U-CHANNEL	001-301-565-272		11/27/2017	337.25

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:

129.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CINTAS FIRST AID & SAFETY	5009336517	11/27/2017	DBL SD BLK DTS 10 GAUGE, SVC CHARGE	001-301-555-250		11/27/2017	24.73
G&C SUPPLY CO., INC	6677089	11/27/2017	25 SPEED LIMIT SIGNS	001-301-565-272		11/27/2017	351.25
EAST MISSISSIPPI LUMBER C	A29615	11/27/2017	BROOM AND SHOVELS	001-301-555-250		11/27/2017	166.19
CINTAS	215277492	11/23/2017	STREET 11.14.17	001-301-535-233		11/23/2017	115.96
CINTAS	215277493	11/23/2017	AUTO 11.14.17	001-301-535-233		11/23/2017	31.69
PAUL'S WELDING	5992	11/27/2017	CUT EVERY OTHER BAR	001-301-560-270		11/27/2017	75.00
ATMOS ENERGY	INV0024111	11/23/2017	3020752444 STREET	001-301-625-380		11/23/2017	247.94
EAST MISSISSIPPI LUMBER C	F5333	11/27/2017	SAFETY VALVE	001-301-555-250		11/27/2017	28.48
BELL BUILDING SUPPLY, INC.	208880	11/27/2017	BROOM	001-301-555-250		11/27/2017	7.15
DURACO, INC.	21508	11/27/2017	BOOM EMULSION,AIR TANK DRAIN	001-301-630-400		11/27/2017	1,185.50
BASICS, INC. A Trade America Company	22167	11/27/2017	ALUMINUM PADS	001-301-555-250		11/27/2017	222.84
BASICS, INC. A Trade America Company	22172	11/27/2017	WHITE SHOP TOWELS, ALUMINUM PACKS	001-301-555-250		11/27/2017	213.22
OKTIBBEHA COUNTY COOPERATIVE	304277	11/27/2017	BERMUDA GRASS	001-301-555-250		11/27/2017	8.00
SANSOM EQUIPMENT COMPANY, INC	52810	11/27/2017	LATCH LEVER, BROOM, SEGMENT SET	001-301-630-400		11/27/2017	881.96
EAST MISSISSIPPI LUMBER C	A29900	11/27/2017	2 ALLTHREAD 1/4	001-301-555-250		11/27/2017	5.11
4-COUNTY ELECTRIC POWER ASSOCIATION	91910	11/29/2017	PAY PAST DUE BALANCE ON 212849-004,031,032	001-301-625-380		11/29/2017	125.18
CINTAS	215279258	11/27/2017	STREET	001-301-535-233		11/27/2017	112.85
CINTAS	215279259	11/27/2017	AUTO	001-301-535-233		11/27/2017	35.00
OKTIBBEHA COUNTY COOPERATIVE	304236	11/27/2017	GRASS-RYE, FESCUE, FERTILIZER	001-301-555-250		11/27/2017	141.85
BANCORPSOUTH EQUIPMENT FINANCE	12.18.17	11/29/2017	7334-70314-015	001-301-820-874		11/29/2017	6,032.23
BANCORPSOUTH EQUIPMENT FINANCE	12.18.17	11/29/2017	7334-70314-015	001-301-830-873		11/29/2017	279.90
TRUSTMARK NATIONAL BAN	12.18.2017	11/29/2017	#98905/STREET F250 & 2 TACOMAS	001-301-820-874		11/29/2017	398.32
TRUSTMARK NATIONAL BAN	12.18.2017	11/29/2017	#98905/STREET F250 & 2 TACOMAS	001-301-830-873		11/29/2017	53.06
Department: 302 - STREET LIGHTING Outstanding							Outstanding Total:
							13,464.06
							Department 301 - STREET DEPARTMENT Total:
							13,464.06
MSU FACILITIES MANAGEMENT	INV0024225	11/27/2017	UTILITY CHARGE	001-302-625-380		11/27/2017	21.99
STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	001-302-625-380		11/28/2017	27,665.76

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STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	001-302-625-380		11/28/2017	155.13
Department: 360 - ANIMAL CONTROL							
Outstanding							
ARMY NAVY PAWN SHOP	0060799	11/23/2017	5 PAIR OF STL-1 PANTS	001-360-535-233		11/23/2017	200.00
RACKLEY OIL INC.	469766	11/23/2017	GAS 10/31-11/7	001-360-525-231		11/23/2017	35.07
RACKLEY OIL INC.	000470220	11/27/2017	GAS	001-360-525-231		11/27/2017	35.82
STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	001-360-625-380		11/28/2017	828.05
BOB'S MOBILE RADIO	12.2017	11/29/2017	DECEMBER 2017 MONTHLY CONTRIBUTION	001-360-630-404		11/29/2017	9.00
Outstanding Total:							1,107.94
Department 360 - ANIMAL CONTROL Total:							
							1,107.94

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding							
GANN'S PARTY INFLATABLES	724598	11/27/2017	8 INFLATABLES & TV SCREEN	001-550-600-355		11/27/2017	1,550.00
SPORTS SPECIALTY	19937	11/23/2017	CHEER SHIRTS	001-550-535-543		11/23/2017	1,095.00
SPORTS SPECIALTY	19938	11/23/2017	STAFF CLOTHING/FLEECE JACKETS	001-550-535-543		11/23/2017	610.50
SPORTS SPECIALTY	19991	11/23/2017	FLAG FB CHAMPIONS	001-550-535-543		11/23/2017	1,233.00
DYNAMIC FIRE PROTECTION, LLC	SI17-0148-1	11/23/2017	ANNUAL FIRE INSPECTION/CERTIFICATION	001-550-630-426		11/23/2017	415.00
WAUKAWAY DISTRIBUTORS, INC	39291	11/23/2017	4- 5 GALLON BOTTLES	001-550-600-300		11/23/2017	31.80
G&K SERVICES	6231398292	11/23/2017	CLEANING MATS	001-550-501-220		11/23/2017	36.20
BSN SPORTS	900775298	11/23/2017	SOCCER NET	001-550-535-543		11/23/2017	621.42
BSN SPORTS	900775299	11/23/2017	SAND BAG ANCHORS SET OF	001-550-501-220		11/23/2017	56.24
NEWELL PAPER COMPANY	3017060	11/23/2017	TOWELS AND DISINFECTANT	001-550-501-208		11/23/2017	189.74
TERRY SVC., INC	55918	11/23/2017	LABOR & SVC CHARGE	001-550-630-426		11/23/2017	233.00
WAL MART-GENERAL CITY	02782	11/23/2017	CANDY FOR HALLOWEEN	001-550-600-355		11/23/2017	52.30
WAL MART-GENERAL CITY	03317	11/23/2017	CANDY & FOOD FOR HALLOWEEN	001-550-600-355		11/23/2017	149.51
SANSING SOD FARM	S--17436	11/23/2017	200 PALLETS BERMUDA	001-550-600-370		11/23/2017	330.00
FLOWERS BY THE BUNCH	265411	11/23/2017	FLOWERS FOR HAROLD KING FUNERAL	001-550-501-220		11/23/2017	97.50
NESCO ELECTRICAL DISTRIBUTORS	\$2207669.001	11/23/2017	36 GEF32T8841 PRO EC/4 BALLASTS	001-550-501-220		11/23/2017	137.20
OKTIBBEHA COUNTY COOPERATIVE	297828	11/23/2017	MULCH, FLOWERS, SIGNS	001-550-600-370		11/23/2017	550.02
G&K SERVICES	6231399592	11/23/2017	CLEANING MATS	001-550-501-220		11/23/2017	36.20
THYSSENKRUPP ELEVATOR CORP	3003510484	11/23/2017	GOLD FULL MAINTENANCE ELEVATOR	001-550-630-426		11/23/2017	722.25
WAUKAWAY DISTRIBUTORS, INC	CLR1117-267	11/23/2017	MONTHLY COOLER RENT	001-550-600-300		11/23/2017	20.00

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NEWELL PAPER COMPANY	3017743	11/23/2017	TISSUE, TOWELS, AIR FRESHNER, LINERS	001-550-501-208		11/23/2017	201.51
FASSTENAL COMPANY	MSSTA75471	11/27/2017	GLOVES, SAFETY GLASS	001-550-501-220		11/27/2017	110.98
DEERE & COMPANY	1600063255	11/28/2017	FEES ON EQUIPMENT	001-550-600-300		11/28/2017	117.96
EAST MISSISSIPPI LUMBER C	E29702	11/23/2017	CONCRETE & BIT SET	001-550-501-220		11/23/2017	50.52
GOLDEN TRIANGLE REG	242420	11/23/2017	PARK-COMMERCIAL	001-550-600-300		11/23/2017	17.01
SOLID WASTE MGMT. AUTH							
GENTRY SIGNS	N-13690	11/23/2017	HALLOWEEN EVENT SIGNS	001-550-600-355		11/23/2017	1,150.00
JEFCOAT CONSTRUCTION, LL	1148	11/27/2017	2 PORT GOALS	001-550-535-543		11/27/2017	4,999.00
G&K SERVICES	6231400863	11/23/2017	CLEANING MATS	001-550-501-220		11/23/2017	36.20
WATERMARK PRINTERS LLC	11154	11/27/2017	RECEIPT BOOKS, PURCHASE ORDERS	001-550-501-200		11/27/2017	722.00
DOCHER SERVICE & REPAIR	2379	11/23/2017	FIX CURTAIN SWITCH ON ICE MACHINE	001-550-600-370		11/23/2017	195.00
G&K SERVICES	6231402207	11/27/2017	CLEAN MATS	001-550-501-220		11/27/2017	36.20
RICHARDSON ATHLETICS	26084	11/27/2017	TENNIS NET AND STRAPS	001-550-535-543		11/27/2017	496.94
OKTIBBEHA COUNTY	303885	11/27/2017	FIREANT DUST, CABLE TIES, BATTERIES	001-550-630-426		11/27/2017	185.77
COOPERATIVE							
POWER CLEAN JANITORIAL SERVICES	1110	11/23/2017	JANITORIAL SERVICES	001-550-600-300		11/23/2017	3,560.00
EAST MISSISSIPPI LUMBER C	A29955	11/27/2017	BOLTS & SCREWS	001-550-600-370		11/27/2017	18.96
KEELING CO	3302136.001	11/23/2017	12 STAINLESS STEEL ROTORS/VALVES	001-550-600-370		11/23/2017	649.58
G&K SERVICES	6231403486	11/27/2017	CLEAN MATS	001-550-501-220		11/27/2017	36.20
OKTIBBEHA COUNTY	307000	11/27/2017	BOOTS, TIRE PLUGS	001-550-535-543		11/27/2017	159.28
COOPERATIVE							
OKTIBBEHA COUNTY	307077	11/27/2017	BOOTS	001-550-535-543		11/27/2017	138.87
EAST MISSISSIPPI LUMBER C	E30416	11/27/2017	32 CONCRETE BLOCKS	001-550-600-370		11/27/2017	58.66
T.L. LOWERY	6251	11/27/2017	REPAIR RESTROOMS - MONCRIEF PARK	001-550-600-370		11/27/2017	1,500.00
ROBERSON FLOOR, INC	008057	11/27/2017	SCREEN, CLEAN, AND APPLY COATS	001-550-630-426		11/27/2017	4,100.00
SCHRONDA FAYE EDDINS	INV0024211	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	500.00
ANTHONY STEVENSON	INV0024212	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	600.00
KENNEDY AKINS	INV0024213	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	250.00
VERLEAN AKINS	INV0024214	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	468.00
MARION WATSON	INV0024215	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	400.00
DIANE CLARK	INV0024217	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	125.00
JALANA M. PERSE	INV0024218	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	230.00
NEIKO HOWELL	INV0024219	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	230.00
CHARLES R. TILLERY II	INV0024220	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	340.00
RONALD JOHNSON JR.	INV0024221	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	310.00
CHRISTOPHER ANDRE CLARK	INV0024222	11/27/2017	ACTIVITY WORKER	001-550-600-320		11/27/2017	100.00
RACHEL LAMBERT	INV0024223	11/27/2017	UMPIRES & REFS	001-550-600-320		11/27/2017	100.00

Expense Approval Report

Post Dates: 11/23/2017 - 11/29/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
CODY ROMAN	INV0024224	11/27/2017	UMPIRES & REFS	001-550-600-320		11/27/2017	100.00
STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	001-550-600-340		11/28/2017	9,573.91
Outstanding Total:							40,034.43
Department 550 - PARKS AND REC DEPARTMENT Total:							40,034.43
Department: 600 - CAPITAL PROJECTS							
Outstanding							
MSU PLANNING, DESIGN & CONSTRUCTION	1948PDCARS19	11/23/2017	RUSSELL ST IMPROVEMENT-#19	001-600-912-856		11/23/2017	2,887.80
MSU PLANNING, DESIGN & CONSTRUCTION	1948PDCARS21	11/23/2017	RUSSELL ST. IMPROVEMENT #21	001-600-912-856		11/23/2017	3,365.09
MSU PLANNING, DESIGN & CONSTRUCTION	1948PDCARS22	11/23/2017	RUSSELL ST. IMPROVEMENT #22	001-600-912-856		11/23/2017	12,060.40
ELEVATOR SAFETY	MS-2159	11/23/2017	ELEVATOR SAFETY INSPECTION	001-600-901-812		11/23/2017	370.00
INSPECTION SERVICE, INC.			NEEL SCHAFER INV-LOCKSLEY WAY PROJECT	001-600-912-861		11/27/2017	6,783.54
OKT COUNTY	1048173	11/27/2017					
Outstanding Total:							25,466.83
Department 600 - CAPITAL PROJECTS Total:							25,466.83
Fund 001 - GENERAL FUND Total:							232,171.36

Fund: 003 - RESTRICTED FIRE FUND

Department: 560 - RESTRICTED FIRE FUND

Outstanding

NFPA	7106499Y	11/23/2017	NFCS ALL ACCESS	003-560-501-200		11/23/2017	1,345.50
Outstanding Total:							1,345.50
Department 560 - RESTRICTED FIRE FUND Total:							1,345.50
Fund 003 - RESTRICTED FIRE FUND Total:							1,345.50

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

NESCO ELECTRICAL DISTRIBUTORS	S2206240.001	11/23/2017	3 22W LED BULBS/3 SOCKET REDUCERS	015-505-501-198		11/23/2017	182.19
EASTERN AVIATION FUELS	2850739	11/23/2017	JET FUEL	015-505-525-233		11/23/2017	17,260.03
EASTERN AVIATION FUELS	2853752	11/23/2017	AVGAS	015-505-525-232		11/23/2017	4,154.58
RSINET	3704	11/23/2017	RSINET DATA SERVICE JULY-SEPT. 2017	015-505-600-338		11/23/2017	180.00
RACKLEY OIL INC.	469098	11/23/2017	67.715 GALLONS OF UNLEADED GAS	015-505-525-231		11/23/2017	135.03
MAXXSOUTH BROADBAND	INV0024207	11/27/2017	8282 41 101 0438241	015-505-600-338		11/27/2017	103.59
EASTERN AVIATION FUELS	2856963	11/23/2017	JET TRUCK RENT/AVGAS TRUCK RENT	015-505-525-232		11/23/2017	11,386.72
MAGNOLIA BOTTLED WATER CO	29301	11/23/2017	WATER AND CUPS	015-505-501-200		11/23/2017	30.50

Expense Approval Report

Post Dates: 11/23/2017 - 11/29/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Amount
STARKVILLE AUTO PARTS	5151-108629	11/27/2017	FLOOR SWEEP	015-505-501-198		11/27/2017	24.95
STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	015-505-625-380		11/28/2017	1,934.12
Outstanding Total:							35,391.71
Department 505 - AIRPORT Total:							35,391.71
Fund 015 - AIRPORT FUND Total:							35,391.71

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

BELL BUILDING SUPPLY, INC.	208587	11/23/2017	RURAL MAILBOX	022-322-555-250		11/23/2017	15.99
GATEWAY TIRE & SERVICE CENTER	1103914576	11/23/2017	TIRE AND MOUNT TRUCK #9	022-322-630-360		11/23/2017	252.14
CINTAS	215277495	11/23/2017	SANITATION/LANDSCAPE 11.14.17	022-322-535-233		11/23/2017	134.63
CINTAS	215279261	11/27/2017	SANITATION/LANDSCAPE	022-322-535-233		11/27/2017	133.07
STARKVILLE UTILITIES	INV0024227	11/28/2017	UTILITIES	022-322-630-360		11/28/2017	852.53
REGIONS FINANCIAL CORPORATION	12.20.17	11/29/2017	001-0007521-008/ 4 FORD TRUCKS	022-322-820-874		11/29/2017	2,454.48
REGIONS FINANCIAL CORPORATION	12.20.17	11/29/2017	001-0007521-008/ 4 FORD TRUCKS	022-322-830-873		11/29/2017	271.72
TRUSTMARK NATIONAL BAN	12/18/17	11/29/2017	00028207975/ 2 FRONT LOADERS	022-322-820-874		11/29/2017	6,451.84
TRUSTMARK NATIONAL BAN	12/18/17	11/29/2017	00028207975/ 2 FRONT LOADERS	022-322-830-873		11/29/2017	738.71

Outstanding Total:

11,305.11

Department 322 - SANITATION DEPARTMENT Total:

11,305.11

Department: 341 - LANDSCAPING

Outstanding

OKTIBBEHA COUNTY COOPERATIVE	302910	11/23/2017	TRUCK #2 SPRING AND SKID	022-341-555-250		11/23/2017	242.93
CINTAS	215277495	11/23/2017	SANITATION/LANDSCAPE 11.14.17	022-341-535-233		11/23/2017	134.62
CINTAS	215279261	11/27/2017	SANITATION/LANDSCAPE	022-341-535-233		11/27/2017	133.07
TRUSTMARK NATIONAL BAN	12.18.17	11/29/2017	00028207975/ STREET SWEEPER	022-341-820-874		11/29/2017	3,359.00
TRUSTMARK NATIONAL BAN	12.18.17	11/29/2017	00028207975/ STREET SWEEPER	022-341-830-873		11/29/2017	384.59
REGIONS FINANCIAL CORPORATION	12.20.17	11/29/2017	001-0007521-008/ 4 FORD TRUCKS	022-341-820-874		11/29/2017	2,454.48

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Project Account Key	Post Date	Post Dates: 11/23/2017 - 11/29/2017
REGIONS FINANCIAL CORPORATION	12.20.17	11/29/2017	001-0007521-008/ 4 FORD TRUCKS	022-341-830-873		11/29/2017	Amount 271.72

Outstanding Total:							6,980.41
Department 341 - LANDSCAPING Total:							6,980.41
Fund 022 - SANITATION Total:							18,285.52

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - MISSING DESCRIPTION

Outstanding

NEEL-SCHAFFER	1048171	11/23/2017	PER PROF. SVCS CONTRACT	023-323-600-338		11/23/2017	10,599.75
CINTAS	215277494	11/23/2017	LANDFILL 11.14.17	023-323-535-233		11/23/2017	35.00
CINTAS	215279260	11/27/2017	LANDFILL	023-323-535-233		11/27/2017	35.00

Outstanding Total:							10,669.75
Department 323 - MISSING DESCRIPTION Total:							10,669.75
Fund 023 - LANDFILL ACCOUNT Total:							10,669.75

Fund: 303 - INDUSTRIAL PARK BOND

Department: 600 - CAPITAL PROJECTS

Outstanding

OKTIBBEHA COUNTY	1048174	11/27/2017	NEEL-SCHAFFER INV.- INDUSTRIAL PARK SITE	303-600-600-309		11/27/2017	9,146.88
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Outstanding Total:							9,146.88
Department 600 - CAPITAL PROJECTS Total:							9,146.88
Fund 303 - INDUSTRIAL PARK BOND Total:							9,146.88
Grand Total:							307,010.72

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	232,171.36	1,703.00
003 - RESTRICTED FIRE FUND	1,345.50	0.00
015 - AIRPORT FUND	35,391.71	0.00
022 - SANITATION	18,285.52	0.00
023 - LANDFILL ACCOUNT	10,669.75	0.00
303 - INDUSTRIAL PARK BOND	9,146.88	0.00
Grand Total:	307,010.72	1,703.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-106-604	1099 GARNISHMENTS	-36.00	0.00
001-000-149-691	MUNICIPAL COURT BON	1,000.00	1,000.00
001-000-160-998	FIRE CHIEF CONFERENCE	678.24	0.00
001-000-334-126	POLICE FORFEITED FUN	2,695.00	0.00
001-000-365-638	BEAUTIFICATION DONA	2,799.50	0.00
001-110-501-200	SUPPLIES	742.26	0.00
001-110-600-300	RESEARCH RESOURCES	642.00	0.00
001-110-604-330	COMMUNICATIONS	298.10	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,333.33	0.00
001-120-604-330	COMMUNICATIONS	260.71	0.00
001-120-691-550	MISCELLANEOUS	7,506.00	0.00
001-123-604-330	COMMUNICATIONS	1,229.13	0.00
001-123-918-805	MACHINERY AND EQUIP	4,145.40	0.00
001-145-501-200	SUPPLIES	74.24	0.00
001-145-604-330	COMMUNICATIONS	490.71	0.00
001-145-610-350	TRAVEL	278.00	278.00
001-145-630-400	EQUIPMENT RENT	1,110.00	0.00
001-159-620-371	BONDING-CITY EMPLOY	350.00	0.00
001-169-600-309	LEGAL EXPENSES	600.00	0.00
001-180-501-200	SUPPLIES/MISC	572.99	0.00
001-180-604-330	COMMUNICATIONS	239.02	0.00
001-190-604-330	COMMUNICATIONS	494.04	0.00
001-190-691-550	MISCELLANEOUS	4.20	0.00
001-190-918-807	OFFICE EQUIPMENT/SO	7,000.00	0.00
001-192-510-220	SUPPLIES	84.01	0.00
001-192-625-380	UTILITIES	2,844.58	0.00
001-196-630-402	REPAIRS & MAINT - ODD	1,100.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	550.00	0.00
001-197-604-330	COMMUNICATIONS	255.00	0.00
001-201-501-200	SUPPLIES	9,220.57	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-525-231	GAS & OIL	6,991.90	0.00
001-201-535-233	UNIFORMS	5,720.81	0.00
001-201-600-300	PROFESSIONAL SERVICE	17,243.40	0.00
001-201-604-330	COMMUNICATIONS	5.71	0.00
001-201-615-343	PRINTING & BINDING	123.00	0.00
001-201-625-380	UTILITIES	391.99	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	7,473.13	0.00
001-201-635-369	COPIER RENTAL	894.32	0.00
001-201-690-555	DUES	325.00	325.00
001-215-541-237	PRISONER EXPENSES	11,893.00	0.00
001-240-630-404	RADIO MAINTENANCE /	406.00	0.00
001-250-635-368	RENT	126.00	0.00
001-261-510-220	SUPPLIES - TOOLS	1,000.11	0.00
001-261-525-231	GAS & OIL	324.42	0.00
001-261-535-233	UNIFORMS	3,362.16	0.00
001-261-555-250	SUPPLIES & SMALL TOO	307.12	0.00
001-261-600-319	PHYSICAL EXAMINATION	654.79	0.00
001-261-600-430	UNIFORM CLEANING	134.50	0.00
001-261-630-360	SHOP REPAIRS & MAINT	4,683.58	0.00
001-261-690-555	DUES	45.00	0.00
001-261-918-805	MACHINERY AND EQUIP	1,736.15	0.00
001-262-555-250	SUPPLIES & SMALL TOO	1,892.75	0.00
001-263-600-390	FIRE TRAINING	862.83	0.00
001-264-604-330	COMMUNICATIONS	54.98	0.00
001-264-630-404	RADIO MAINTENANCE /	655.95	0.00
001-267-558-269	BUILDING MAINTENANC	715.71	0.00
001-267-625-380	UTILITIES	4,223.84	0.00
001-281-604-330	COMMUNICATIONS	260.71	0.00
001-281-690-553	TRAINING	100.00	100.00
001-281-691-550	MISCELLANEOUS	504.17	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	398.32	0.00
001-281-830-873	INTEREST (VEHICLES)	53.05	0.00
001-290-625-380	UTILITIES	129.79	0.00
001-301-535-233	UNIFORMS	295.50	0.00
001-301-555-250	SUPPLIES & SMALL TOO	1,623.88	0.00
001-301-560-270	CONSTRUCTION MATERI	1,652.09	0.00
001-301-565-272	STREETS SIGNS & PAINT	688.50	0.00
001-301-625-380	UTILITIES	373.12	0.00
001-301-630-400	EQUIPMENT REPAIR &	2,067.46	0.00
001-301-820-874	PRINCIPAL	6,430.55	0.00
001-301-830-873	INTEREST	332.96	0.00
001-302-625-380	UTILITIES	27,842.88	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-360-525-231	GAS & OIL	70.89	0.00
001-360-535-233	UNIFORMS	200.00	0.00
001-360-625-380	UTILITIES	828.05	0.00
001-360-630-404	RADIO MAINTENANCE /	9.00	0.00
001-550-501-200	OFFICE SUPPLIES	722.00	0.00
001-550-501-208	JANITORIAL FEES	391.25	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	633.44	0.00
001-550-535-543	UNIFORMS/EQUIPMENT	9,354.01	0.00
001-550-600-300	MISC SERVICES	3,746.77	0.00
001-550-600-320	CONTRACT LABOR, UMP	3,753.00	0.00
001-550-600-340	UTILITIES	9,573.91	0.00
001-550-600-355	JULY 4TH EXPENSES	2,901.81	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	3,302.22	0.00
001-550-630-426	BUILDING MAINT/REPAI	5,656.02	0.00
001-600-901-812	MUNICIPAL BUILDING F	370.00	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	18,313.29	0.00
001-600-912-861	LOCKSLEY/BLACKJACK I	6,783.54	0.00
003-560-501-200	CODE REBATE SUPPLIES	1,345.50	0.00
015-505-501-198	BUILDING REPAIRS & M	207.14	0.00
015-505-501-200	SUPPLIES	30.50	0.00
015-505-525-231	GAS & OIL	135.03	0.00
015-505-525-232	100LL AV GAS PURCHAS	15,541.30	0.00
015-505-525-233	JET A FUEL PURCHASES	17,260.03	0.00
015-505-600-338	CONTRACT & LEGAL SER	283.59	0.00
015-505-625-380	UTILITIES	1,934.12	0.00
022-322-535-233	UNIFORMS	267.70	0.00
022-322-555-250	SUPPLIES & SMALL TOO	15.99	0.00
022-322-630-360	SHOP REPAIRS & MAINT	1,104.67	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	8,906.32	0.00
022-322-830-873	INTEREST	1,010.43	0.00
022-341-535-233	UNIFORMS	267.69	0.00
022-341-555-250	SUPPLIES & SMALL TOO	242.93	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	5,813.48	0.00
022-341-830-873	INTEREST	656.31	0.00
023-323-535-233	UNIFORMS	70.00	0.00
023-323-600-338	CONTRACT / PROF SERVI	10,599.75	0.00
303-600-600-309	LEGAL AND PROF SVCS E	9,146.88	0.00
Grand Total:		307,010.72	1,703.00

Project Account Summary

Project Account Key
None

Expense Amount	Payment Amount
307,010.72	1,703.00
Grand Total:	1,703.00



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both Electric and Water Claims Dockets by Starkville Utilities in accordance with the State Purchase Statute.

A handwritten signature in black ink that reads "Ann Marie Logan". The signature is fluid and cursive, with the first and last names being more prominent.

Ann Marie Logan, CPA
Manager of Accounting & Finance

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	3	TRI-STATE CHLORINATION									
1131	11/27/17	1602	Supplies		12/06/17	1026.00	.00	CHK			
VENDOR TOTAL:						1026.00					
VENDOR:	7	U.S. WATER SERVICES, INC.									
INV334328	11/27/17	0	Degreaser		12/06/17	93.32	.00	CHK			
VENDOR TOTAL:						93.32					
VENDOR:	42	ADVANCED LANDSCAPING									
3311 - 10/20/17	11/27/17	0	Repairs and maintenance		12/06/17	1000.00	.00	CHK			
VENDOR TOTAL:						1000.00					
VENDOR:	124	ATMOS ENERGY									
2702 - 11/10	11/27/17	0	Utility bill		12/06/17	116.85	.00	CHK			
VENDOR TOTAL:						116.85					
VENDOR:	134	ATWELL & GENT, PA									
8322	11/27/17	0	Engineering services		12/06/17	1820.00	.00	ACH			
VENDOR TOTAL:						1820.00					
VENDOR:	152	BUGS-B-GONE									
281264,3226,5189	11/27/17	0	Pest control		12/06/17	135.00	.00	ACH			
283763,3764,5741	11/27/17	0	Pest control		12/06/17	430.00	.00	ACH			
VENDOR TOTAL:						565.00					
VENDOR:	189	BANCORPSOUTH									
12/01/17	11/27/17	0	2.6M GO Bond Payment		12/06/17	16904.52	.00	CHK			
VENDOR TOTAL:						16904.52					
VENDOR:	202	BELL BUILDING SUPPLY									
208622	11/27/17	1627	Supplies		12/06/17	19.78	.00	CHK			
209429	11/27/17	1645	Supplies		12/06/17	27.19	.00	CHK			
303652	11/27/17	1628	Supplies		12/06/17	42.87	.00	CHK			
303659	11/27/17	1628	Parts		12/06/17	12.60	.00	CHK			

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
303687	11/27/17	1628	Parts and supplies		12/06/17	10.59	.00	CHK			
VENDOR TOTAL:						113.03					
VENDOR: 220 CENTRAL PIPE SUPPLY											
S100118266.002	11/28/17	1577	Parts		12/06/17	453.94	.00	ACH			
S100119126.001	11/28/17	1595	Meter parts		12/06/17	22329.60	.00	ACH			
S100119126.003	11/28/17	1595	Meter parts		12/06/17	33940.00	.00	ACH			
S100119930.001	11/28/17	1603	Parts		12/06/17	2168.41	.00	ACH			
S100119930.004	11/28/17	1603	Parts		12/06/17	74.55	.00	ACH			
S100119930.1&2&3	11/28/17	1603	Parts		12/06/17	1260.15	.00	ACH			
S100120109.001	11/28/17	1609	Parts		12/06/17	510.70	.00	ACH			
S100120997.001	11/28/17	1623	Meter parts		12/06/17	743.00	.00	ACH			
VENDOR TOTAL:						61480.35					
VENDOR: 305 DIXIE WHOLESALE WATERWORKS											
480255	11/27/17	1604	Parts and supplies		12/06/17	266.90	.00	ACH			
VENDOR TOTAL:						266.90					
VENDOR: 307 CITY OF STARKVILLE											
10/20/17-ADV	11/27/17	0	Reimb for Advertising		12/06/17	70.54	.00	CHK			
VENDOR TOTAL:						70.54					
VENDOR: 308 CITY OF STARKVILLE											
OCT 2017	11/27/17	0	Fuel		12/06/17	1560.32	.00	CHK			
VENDOR TOTAL:						1560.32					
VENDOR: 352 THE CLINIC AT ELM LAKE											
19075, 19412	11/27/17	0	Employee testing		12/06/17	125.00	.00	CHK			
VENDOR TOTAL:						125.00					
VENDOR: 400 IVY AUTO PARTS											
570140	11/27/17	1362	Parts and supplies		12/06/17	124.05	.00	ACH			
572549	11/27/17	1516	Auto supplies		12/06/17	30.48	.00	ACH			
VENDOR TOTAL:						154.53					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 485 DONALD SMITH COMPANY, INC											
4170912	11/27/17	1641	Motor repairs		12/06/17	5168.00	.00	CHK			
VENDOR TOTAL:						5168.00					
VENDOR: 604 FASTENAL											
MN019138793	11/27/17	1647	Supplies		12/06/17	300.00	.00	ACH			
MSSTA74285	11/27/17	1646	Parts		12/06/17	854.74	.00	ACH			
MSSTA74612	11/27/17	1648	Parts and supplies		12/06/17	243.14	.00	ACH			
VENDOR TOTAL:						1397.88					
VENDOR: 620 G & C SUPPLY CO., INC.											
6677086	11/27/17	1606	Supplies		12/06/17	1758.00	.00	ACH			
6677087	11/27/17	1615	Supplies		12/06/17	1590.00	.00	ACH			
6677088	11/27/17	1590	Supplies		12/06/17	790.00	.00	ACH			
6677436	11/27/17	1615	Supplies		12/06/17	151.72	.00	ACH			
VENDOR TOTAL:						4289.72					
VENDOR: 626 GROUNDSTONE CONSTRUCTION											
261-6	11/27/17	1579	Concrete		12/06/17	3750.00	.00	CHK			
VENDOR TOTAL:						3750.00					
VENDOR: 639 GOLDEN TRIANGLE											
3018	11/27/17	0	ARC Administrative Fee		12/06/17	2500.00	.00	ACH			
VENDOR TOTAL:						2500.00					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
I103807420	11/27/17	1438	Repairs		12/06/17	670.04	.00	CHK			
I103807848	11/27/17	1441	Repairs		12/06/17	210.50	.00	CHK			
I103921853	11/27/17	1637	Repairs		12/06/17	327.12	.00	CHK			
VENDOR TOTAL:						1207.66					
VENDOR: 702 HACH											
10716079	11/27/17	1622	Lab supplies		12/06/17	1961.00	.00	ACH			
VENDOR TOTAL:						1961.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ	
VENDOR: 736 GUARDIAN LOCK & KEY												
4562	11/27/17	0	Lock Repair & Keys		12/06/17	176.45	.00	CHK				
VENDOR TOTAL:						176.45						
VENDOR: 811 MISSISSIPPI 811, INC.												
180233	11/27/17	0	2018 Billing for 811 Service		12/06/17	7138.64	.00	CHK				
VENDOR TOTAL:						7138.64						
VENDOR: 824 HESTER CONCRETE, INC.												
589	11/27/17	1638	Fence installation		12/06/17	950.00	.00	CHK				
VENDOR TOTAL:						950.00						
VENDOR: 1305 NEXAIR												
05510327	11/27/17	0	Gas cylinder rentals		12/06/17	90.23	.00	ACH				
VENDOR TOTAL:						90.23						
VENDOR: 1320 MS RURAL WATER ASSOCIATION												
170276	11/27/17	0	CCR Annual dues		12/06/17	15.00	.00	CHK				
VENDOR TOTAL:						15.00						
VENDOR: 1329 NORTH CENTRAL LABORATORIES												
398421	11/27/17	1621	Lab supplies		12/06/17	75.82	.00	ACH				
VENDOR TOTAL:						75.82						
VENDOR: 1525 OKTIBBEHA COUNTY COOP												
300725	11/27/17	1618	Supplies		12/06/17	31.37	.00	ACH				
303249	11/27/17	1626	Supplies		12/06/17	424.28	.00	ACH				
304826	11/27/17	1633	Supplies		12/06/17	20.82	.00	ACH				
306231	11/27/17	1587	Uniforms		12/06/17	776.52	.00	ACH				
306766	11/27/17	1642	Supplies		12/06/17	212.35	.00	ACH				
307016, 307040	11/27/17	1587	Uniforms		12/06/17	277.06	.00	ACH				
VENDOR TOTAL:						1742.40						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ	
VENDOR: 1800 RACKLEY OIL, INC.												
469963	11/27/17	89	Fuel		12/06/17	39.51	.00	ACH				
470508	11/27/17	89	Fuel		12/06/17	35.00	.00	ACH				
VENDOR TOTAL:						74.51						
VENDOR: 1938 SOUTHERN CORROSION, INC.												
10244	11/27/17	1643	Installation services		12/06/17	2174.00	.00	CHK				
VENDOR TOTAL:						2174.00						
VENDOR: 2018 TRADE AMERICA												
22171, 22170	11/27/17	1625	Supplies		12/06/17	1793.58	.00	ACH				
22173	11/27/17	1631	Office supplies		12/06/17	321.82	.00	ACH				
VENDOR TOTAL:						2115.40						
VENDOR: 2328 WOFFORD WATER SERVICE INC.												
7633	11/27/17	1539	Water treatments		12/06/17	7478.20	.00	ACH				
VENDOR TOTAL:						7478.20						
VENDOR: 9909810 LESLIE DEAN												
604	11/27/17	0	Repairs and Maintenance		12/06/17	500.00	.00	ACH				
VENDOR TOTAL:						500.00						
GRAND TOTAL:						128101.27						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	110	ARKANSAS ELECTRIC									
3883546, 3883930	11/27/17	7731	Materials		12/06/17	1283.55	.00	ACH			
3883547	11/27/17	7750	Materials		12/06/17	385.15	.00	ACH			
VENDOR TOTAL:						1668.70					
VENDOR:	134	ATWELL & GENT, P.A.									
8320	11/27/17	0	Engineering Services		12/06/17	6190.00	.00	ACH			
8321	11/27/17	0	Engineering Services		12/06/17	840.00	.00	ACH			
8323	11/27/17	0	Engineering Services		12/06/17	2100.00	.00	ACH			
8324	11/27/17	0	Engineering Services		12/06/17	490.00	.00	ACH			
VENDOR TOTAL:						9620.00					
VENDOR:	143	ARTHUR J. GALLAGHER & CO.									
2324612	11/27/17	0	2016-2017 DIC Insurance		12/06/17	137296.00	.00	ACH			
VENDOR TOTAL:						137296.00					
VENDOR:	146	AT&T									
1737 - 11/09/17	11/27/17	0	Phone bill		12/06/17	96.98	.00	CHK			
VENDOR TOTAL:						96.98					
VENDOR:	308	CITY OF STARKVILLE									
OCT 2017	11/22/17	0	Fuel		12/06/17	2867.16	.00	CHK			
VENDOR TOTAL:						2867.16					
VENDOR:	356	THE CLINIC AT ELM LAKE									
19499	11/27/17	0	Employee Screening		12/06/17	30.00	.00	CHK			
VENDOR TOTAL:						30.00					
VENDOR:	488	DOWNTOWN DECORATIONS INC.									
27787	11/27/17	7761	LED Lights		12/06/17	664.86	.00	CHK			
VENDOR TOTAL:						664.86					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	604	FASTENAL COMPANY									
MSSTA75689	11/27/17	7756	Parts		12/06/17	72.20	.00	ACH			
MSSTA75842	11/27/17	7768	Parts and supplies		12/06/17	866.60	.00	ACH			
VENDOR TOTAL:						938.80					
VENDOR:	696	GARNER LUMLEY ELECTRIC									
541256	11/27/17	7623	Electrical supplies		12/06/17	2941.00	.00	ACH			
541257	11/27/17	7630	Electrical capacitors		12/06/17	4710.00	.00	ACH			
541687, 542209	11/27/17	7646	Electrical supplies		12/06/17	2832.00	.00	ACH			
542349	11/27/17	7705	Electrical supplies		12/06/17	2266.50	.00	ACH			
543043	11/27/17	7709	Electrical capacitors		12/06/17	4500.00	.00	ACH			
543298, 543669	11/27/17	7740	Supplies		12/06/17	4136.00	.00	ACH			
543668	11/27/17	7752	Electrical supplies		12/06/17	4260.00	.00	ACH			
VENDOR TOTAL:						25645.50					
VENDOR:	912	ITRON, INC.									
467256	11/27/17	0	Hardware & software maintena		12/06/17	946.47	.00	ACH			
VENDOR TOTAL:						946.47					
VENDOR:	952	ISP SUPPLIES									
INV-35603	11/27/17	7664	Camera system		12/06/17	4115.12	.00	CHK			
VENDOR TOTAL:						4115.12					
VENDOR:	1010	J.T. RAY COMPANY									
171115-0378	11/27/17	0	Copier service		12/06/17	59.76	.00	CHK			
VENDOR TOTAL:						59.76					
VENDOR:	1205	LOWE'S									
9/12-11/27/17	11/27/17	7751	Parts and supplies		12/06/17	826.91	.00	CHK			
VENDOR TOTAL:						826.91					
VENDOR:	1400	NESCO									
684,806,963,117	11/27/17	7758	Supplies		12/06/17	1335.96	.00	ACH			
S2197854.001	11/27/17	7679	Uniforms		12/06/17	3935.08	.00	ACH			
VENDOR TOTAL:						5271.04					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1406 NORTHEAST EXTERMINATING											
11/13/17	11/27/17	7781	Pest control		12/06/17	105.00	.00	ACH			
VENDOR TOTAL:						105.00					
VENDOR: 1525 OKTIBBEHA CO. CO-OP											
303434	11/27/17	7754	Uniforms		12/06/17	94.61	.00	ACH			
VENDOR TOTAL:						94.61					
VENDOR: 1531 MDR CONSTRUCTION, INC.											
29-21176	11/27/17	7774	Contractor		12/06/17	15669.00	.00	ACH			
VENDOR TOTAL:						15669.00					
VENDOR: 1800 RACKLEY OIL, INC.											
470095	11/27/17	7760	Auto supplies		12/06/17	41.67	.00	ACH			
VENDOR TOTAL:						41.67					
VENDOR: 1818 UNITED RENTALS, INC.											
943761631-118	11/27/17	0	Equipment rental		12/06/17	1000.00	.00	ACH			
VENDOR TOTAL:						1000.00					
VENDOR: 1823 RENASANT INSURANCE, INC.											
859791,93,94,95	11/27/17	0	Employee surety bond		12/06/17	700.00	.00	CHK			
859797,799	11/27/17	0	Employee surety bond		12/06/17	350.00	.00	CHK			
VENDOR TOTAL:						1050.00					
VENDOR: 1887 S & S LINE SERVICE											
1870-1871- 11/10	11/27/17	0	ROW Clearing		12/06/17	5510.00	.00	ACH			
1872-1873- 11/17	11/27/17	0	ROW Clearing		12/06/17	5510.00	.00	ACH			
VENDOR TOTAL:						11020.00					
VENDOR: 1893 SCHWEITZER ENGINEERING LAB											
INV-000222336	11/27/17	7744	Batteries		12/06/17	1580.00	.00	ACH			
VENDOR TOTAL:						1580.00					

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1925 SCOTT PETROLEUM CORP.											
1304506	11/27/17	7773	Fuel cylinder refills		12/06/17	42.00	.00	ACH			
VENDOR TOTAL:						42.00					
VENDOR: 1940 STUART C. IRBY											
S10479272.2&3	11/27/17	7747	Materials		12/06/17	423.25	.00	ACH			
VENDOR TOTAL:						423.25					
VENDOR: 2008 T & M SUBSTATION SERVICES											
40	11/27/17	7759	Repairs on substation		12/06/17	2094.00	.00	CHK			
VENDOR TOTAL:						2094.00					
VENDOR: 2040 TVPPA EDUCATION & TRAIN.											
96102	11/27/17	0	Education and training		12/06/17	500.00	.00	ACH			
VENDOR TOTAL:						500.00					
VENDOR: 2115 CAPE ELECTRICAL SUPPLY											
S201298228.001	11/27/17	7645	Materials		12/06/17	1595.52	.00	ACH			
VENDOR TOTAL:						1595.52					
VENDOR: 2300 WALMART COMMUNITY BRC											
11/16/17 STMT	11/28/17	0	Office supplies		12/06/17	231.92	.00	CHK			
11/20/17	11/27/17	7780	Supplies		12/06/17	9.98	.00	CHK			
VENDOR TOTAL:						241.90					
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.											
39803	11/27/17	0	Water		12/06/17	15.90	.00	ACH			
VENDOR TOTAL:						15.90					
GRAND TOTAL:						225520.15					



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

AGENDA ITEM DEPT.: Finance and Administration
AGENDA DATE: 12/5/17
PAGE: 1 of 1

SUBJECT: 2018 Source of Supply

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY: Annual Source of Supply quotes received per Mississippi code 31-7-13 (n)

**REQUESTING
DEPARTMENT:** Department of Finance

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

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO, 662-323-2525 ext. 3117
Or Joanna McLaurin, Grants Coordinator, 662-323-2525 ext. 3116

SUGGESTED MOTION:

Move approval to accept the lowest and best bids received for October 1, 2017 – September 30, 2018 source of supply listing for the Starkville General City.

2018 Source of Supply Tally Sheet

PUBLIC WORKS: STREETS

Section 1: Traffic Signs: High Intensity grade Scotthlight, must meet all applicable State and Federal Highway Specifications

	G&C Supply	SOUTHERN PIPE & SUPPLY	NUNLEY TRUCKING	CPC
12" x 6"	3.59	NB		3.22
12" x 18"	7.50			7.26
12" x 36"	11.38			13.32
18" x 18"	8.15			10.73
18" x 24"	11.38			13.32
24" x 24"	15.04			17.74
24" x 30"	18.80			22.11
30" x 30"	23.50			26.94
36" x 36"	33.84			38.61
48" x 24"	30.08			34.48
48" x 48"	60.16			67.19
24" x 24" stop sign	14.50			17.41
30" x 30" stop sign	21.50			25.80
36" x 36" stop sign	30.50			37.79
30" yield	16.50			14.28
36" yield	24.90			18.16

Section 2: Street Sign Blanks (Aluminum, No Holes)	G&C Supply			
6x18x0.080	1.59			2.22
6x24x0.080	2.10			2.85
6x30x0.080	2.51			3.56

6x36x0.080	3.01			3.92
6x48x0.080	4.15			5.17
Section 3: Traffic Sign Decals (3M systems, or Equal, for refacing signs in field)	G&C Supply			
24"x24" Stop Sign	5.98			7.58
30"x30" Stop Sign	9.09			11.36
36"x36" Stop Sign	13.21			16.36
30" Yield	9.29			6.54
36" Yield	13.21			8.35
Section 4: Sheet Vinyl	G&C Supply	SOUTHERN PIPE & SUPPLY		
6" rool x 50yd white eng grade	74.50			73.41
6"roll x 50 yd black sheet vinly with application tape on front	nb			137.26

Section 5: Assorted U-Channel Posts:	G&C Supply	SOUTHERN PIPE & SUPPLY		CPC *MUST ORDER 50 *2-3 MONTH LEAD TIME FOR NON-STOCK POST
U-Channel Posts: Galvanized Steel (2lbs/ft), Unpainted				

ordered in lots of 25 or 50				
7 foot	11.28			14.77
8 foot	12.81			16.88
9 foot	14.40			18.99
10 foot	16.01			21.10
12 foot	19.20			25.32
U-Channel Posts: Galvanized Steel (2lbs/ft), painted green ordered in lots of 25 or 50				
7 foot	8.60			11.43
8 foot	9.83			13.06
9 foot	11.06			14.69
10 foot	12.29			16.32
12 foot	14.75			19.59
U-Channel Posts: Galvanized Steel (2lbs/ft), unpainted ordered in lots of 12				
10 foot	16.68			21.10
12 foot	20.00			25.32

U-Channel Posts: Galvanized Steel (2lbs/ft), painted green, ordered in lots of 12	G&C Supply	SOUTHERN PIPE & SUPPLY	NUNLEY TRUCKING	CPC
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10 foot	12.80			16.32
12 foot	15.36			19.59
Section 6: 4-way intersection name signs:	G&C Supply			
Galvanized Steel: Black on white baked enamel on	NB			
Mounted with embossed lettering & border				
On heavy-duty interlocking brackets				
Section 7: Street name posts: tubular, galvanized				CPC *MUST ORDER BUNDLES OF 37 *BIDDING 12 FT, 2 3/8" POST
2-3/8"x11"	16.20			25.97
2-3/8" O.D. pipe caps	2.95			3.50
90 degree cross plates (Vulcan signs VSS-2 or equivalent)	2.90			3.50
Vulcan signs VSS-2 or equivalen	NB			
Section 8: fill material, Delivered	NB			
Clay gravel				
Ton/Cu yard				
Washed gravel				
Ton/Cu yard				
Pea gravel				

Ton/Cu yard				
Road gravel				
Ton/Cu yard				
Fill soil				
Ton/Cu yard				
Top soil				
Ton/Cu yard				
Fill dirt (select)				
Ton/Cu yard				
River sand				
Ton/Cu yard				
MDOT Class C Bedding Material				
Ton				
Fill dirt (local pit, select, loaded, & hauled by city personnel				
Ton/Cu yard				
Crushed Limestone #5				
Ton/Cu yard			29.85/NB	
Crushed Limestone #6				
Ton/Cu yard			29.85	
Crushed Limestone #7				
Ton/Cu yard			29.85	
Crushed Limestone #9				
Ton/Cu yard			29.85	

Crushed Limestone #610				
Ton/Cu yard			28.95	
Rip Rap-size 100 lb				
Ton/Cu yard			30.95	
Rip Rap-size 200 lb				
Ton/Cu yard			31.95	
Section 9: concrete, delivered				
2500 psi (4 ½) bag				
Cu yard				
3000 psi (5 bag)				
2500 psi (4 ½) bag w/ fiber reinf)				
Cu yard				
3000 psi (5bag with fiber reinf)				
2500 psi (4 1/2) bag with fiber Reinf)				
300 psi (5 bag with fiber reinf)				

Section 21: Round reinforced culvert pipe, concrete, class III, with mortar joints

		SOUTHERN PIPE & SUPPLY		
12" LF		13.13		
15" LF		13.75		
18" LF		15.63		

21" LF		NB		
24" LF		25.00		
27" LF		NB		
30" LF		36.25		
36" LF		48.75		
42" LF		62.50		
48" LF		82.50		
54" LF		102.50		
60" LF		125.00		
66" LF		162.50		
72" LF		187.50		
Section 21-A: Round reinforced culvert pipe, concrete, class IV, with mortar Joints				
12" LF		15.63		
15" LF		16.25		
18" LF		20.00		
21" LF		NB		
24" LF		31.25		
27" LF		NB		
30" LF		45.00		
36" LF		62.50		
42" LF		82.50		
48" LF		106.25		
54" LF		131.25		

60" LF		162.50		
66" LF		218.75		
72" LF		250.00		
Section 22: bends, Wyes, & Tees				
Bends LF		NB		
Wyes and Tees, Stub 15 inches or larger, 6 Ft lengths LF				
Double wyes and tees LF				
Section 23: Reinforced, flared end sections, round		SOUTHERN PIPE & SUPPLY		
18" LF		393.75		
21" LF		NB		
24" LF		456.25		
27" LF		NB		
30" LF		543.75		
36" LF		750.00		
42" LF		1062.50		
48" LF		1500.00		
54" LF		1625.00		
60" LF		2250.00		
66" LF		NB		
72" LF		3125.00		
78" LF		NB		
84" LF		NB		
90" LF		NB		

96" LF		NB		
Section 24: reinforced, flared end sections, ach		SOUTHERN PIPE & SUPPLY		
22"x13" LF		468.75		
30"x18" LF		525.00		
36"x23" LF		656.25		
44"x27" LF		906.25		
51"x31" LF		1250.00		
58"x36" LF		1500.00		
65"x40" LF		1562.50		
73"x45" LF		2000.00		
Section 25: Reinforced, concrete culvert pipe, arched, class III		SOUTHERN PIPE & SUPPLY		
22"x13" LF		30.00		
30"x18" LF		35.00		
36"x23" LF		50.00		
44"x27" LF		68.75		
51"x31" LF		93.75		
58"x36" LF		118.75		
65"x40" LF		143.75		
73"x45" LF		181.25		
Section 25-A: Reinforced, concrete culvert pipe, arched, class III		SOUTHERN PIPE & SUPPLY		
22"x13" LF		30.00		

30"x18" LF		35.00		
36"x23" LF		50.00		
44"x27" LF		68.75		
51"x31" LF		93.75		
58"x36" LF		118.75		
65"x40" LF		143.75		
73"x45" LF		181.75		
Section 26: joint sealant (ramneck or equivalent)		SOUTHERN PIPE & SUPPLY		
28pcs.-1 1/2x3' per box		93.75		
Section 27: Precast manoles				
Concrete diameter with water section, proofing treatment on interior & flexible at all tie-ins				
With steps LF		193.75		
Without steps LF		187.50		
With floor LF		206.25		
Section 28: Corrugated Polyethylene Pipe Culverts ripped pipe with smooth interior (submit specifications & manufacturer with bid) for use under H20 live loading. Corrugated polyethylene pipe shall conform to the requirments of AASHTO designation:M294, type S				
12" LF		5.65		
15" LF		7.75		

18" LF		10.33		
21" LF		NB		
24" LF		17.39		
30" LF		NB		
36" LF		24.34		
42" LF		39.33		
48" LF		30.45		
54" LF		NB		
60" LF		93.51		
Section 28-A: Corrugated polypropylene pipe culverts (N-12 HP)				
12" LF		7.01		
15" LF		8.75		
18" LF		11.68		
21" LF		NB		
24" LF		19.46		
27" LF		NB		
30" LF		30.22		
36" LF		33.15		
42" LF		42.50		
48" LF		55.71		
54" LF		NB		
60" LF		88.21		

Section 29: Copper, steel, galvanized, corrugated, metal pipe, round pipe		SOUTHERN PIPE & SUPPLY		
12" Diameter 16,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Aspcatd 2-2/3" x 1/2" CMP Aspcatd		9.36 12.12 NB		
15" Diameter 16,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Aspcatd 2-2/3" x 1/2" CMP Aspcatd w/pave insert		11.23 15.37 NB		
18" Diameter 16,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Aspcatd 2-2/3" x 1/2" CMP Aspcatd w/pave insert		14.04 19.56 NB		
21" Diameter 16,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Aspcatd 2-2/3" x 1/2" CMP Aspcatd w/pave insert		15.91 22.12 NB		

21" Diameter 14,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Aspcatd 2-2/3" x 1/2" CMP Aspcatd w/pave insert		19.66 25.87 NB		
24" Diameter 16,2-2/3" x 1/2" CMP Plain 2-2/3" x 1/2" CMP Aspcatd 2-2/3" x 1/2" CMP Aspcatd		17.78 24.69 NB		

w/pave insert				
24" Diameter		22.46		
14,2-2/3" x 1/2"CMPPPlain		29.37		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
24" Diameter		30.89		
12,2-2/3" x 1/2"CMPPPlain		37.79		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
30" Diameter		22.46		
16,2-2/3" x 1/2"CMPPPlain		31.44		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
30" Diameter		28.08		
14,2-2/3" x 1/2"CMPPPlain		37.05		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
30" Diameter		38.38		
12,2-2/3" x 1/2"CMPPPlain		47.35		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				

36" Diameter		33.70		
14,2-2/3" x 1/2"CMPPPlain		43.36		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
36" Diameter		45.86		
12,2-2/3" x 1/2"CMPPPlain		55.53		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				

36" Diameter				
10,2-2/3" x 1/2"CMPPPlain				
2-2/3" x 1/2CMPAspcoatd				
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
42" Diameter				
14,2-2/3" x 1/2"CMPPPlain				
2-2/3" x 1/2CMPAspcoatd				
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
42" Diameter				
12,2-2/3" x 1/2"CMPPPlain				
2-2/3" x 1/2CMPAspcoatd				
2-2/3" x 1/2CMPAspcoatd				

w/pave insert				
42" Diameter 10,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd w/pave insert				
48" Diameter 14,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd w/pave insert		47.17 60.98 NB		
48" Diameter 12,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd w/pave insert		63.88 77.69 NB		
48" Diameter 10,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd w/pave insert		80.59 94.40 NB		
54" Diameter 12,2-2/3" x 1/2"CMPPPlain 2-2/3" x 1/2"CMPAspcoatd 2-2/3" x 1/2"CMPAspcoatd w/pave insert		71.94 89.97 NB		

54" Diameter		90.42		
10,2-2/3" x 1/2"CMPPPlain		108.65		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				

60" Diameter		83.40		
12,2-2/3" x 1/2"CMPPPlain		102.45		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
60" Diameter		106.05		
10,2-2/3" x 1/2"CMPPPlain		125.10		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
66" Diameter		91.63		
12,2-2/3" x 1/2"CMPPPlain		111.51		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				
w/pave insert				
66" Diameter		116.34		
10,2-2/3" x 1/2"CMPPPlain		136.22		
2-2/3" x 1/2CMPAspcoatd		NB		
2-2/3" x 1/2CMPAspcoatd				

w/pave insert				
66" Diameter 8,2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert				
72" Diameter 12,2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert				
72" Diameter 10,2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert				
72" Diameter 8,2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert				
96" Diameter 8,2-2/3" x 1/2" CMPPlain 2-2/3" x 1/2CMPAspcoatd 2-2/3" x 1/2CMPAspcoatd w/pave insert				

Section 30: Copper, Steel, Galvanized, Metal Pipe, Round Pipe		SOUTHERN PIPE & SUPPLY		
36"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert		 30.89 47.86 NB		
36"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert		 38.38 55.35 NB		
36"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert		 52.42 69.39 NB		

42"Diameter 16 gauge 3x1CMP Plain		 38.33 55.88		

3x1CMP asp coated 3x1CMPaspcoatedw/invert		NB		
42"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert		46.19 63.74 NB		
42"Diameter 12 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert		63.88 81.43 NB		
48"Diameter 16 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert		43.24 61.35 NB		
48"Diameter 14 gauge 3x1CMP Plain 3x1CMP asp coated 3x1CMPaspcoatedw/invert		53.07 71.18 NB		
48"Diameter 12 gauge		72.73 90.84		

3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				

54”Diameter		49.14		
16 gauge		68.39		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
54”Diameter		59.95		
14 gauge		79.20		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
54”Diameter		81.57		
12 gauge		100.82		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
60”Diameter		56.63		
16 gauge		77.01		
3x1CMP Plain		NB		
3x1CMP asp coated				

3x1CMPaspcoatedw/invert				
60"Diameter		68.98		
14 gauge		89.36		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
60"Diameter		94.72		
12 gauge		115.10		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				

66"Diameter		61.78		
16 gauge		89.39		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
66"Diameter		76.19		
14 gauge		103.80		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				

66"Diameter		103.99		
12 gauge		131.60		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
72"Diameter		73.15		
16 gauge		103.88		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
72"Diameter		90.22		
14 gauge		120.59		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
72"Diameter		122.52		
12 gauge		152.90		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				

72"Diameter		155.94		
10 gauge		186.31		
3x1CMP Plain		NB		
3x1CMP asp coated				

3x1CMPaspcoatedw/invert				
78"Diameter		96.90		
14 gauge		130.03		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
78"Diameter		132.55		
12 gauge		165.68		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
84"Diameter		104.70		
14 gauge		140.60		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
84"Diameter		142.58		
12 gauge		178.47		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
84"Diameter		182.67		
10 gauge		218.57		
3x1CMP Plain		NB		

3x1CMP asp coated				
3x1CMPaspcoatedw/invert				

90"Diameter		111.38		
14 gauge		148.66		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
90"Diameter		152.59		
12 gauge				
3x1CMP Plain		189.87		
3x1CMP asp coated		NB		
3x1CMPaspcoatedw/invert				
90"Diameter		194.92		
10 gauge		232.20		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
90"Diameter				
8 gauge				
3x1CMP Plain				
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				

96"Diameter		119.18		
14 gauge		159.21		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
96"Diameter		163.73		
12 gauge		203.77		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
96"Diameter		209.41		
10 gauge		249.44		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
96"Diameter				
8 gauge				
3x1CMP Plain				
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
108"Diameter		133.66		
14 gauge		179.22		
3x1CMP Plain		NB		
3x1CMP asp coated				

3x1CMPaspcoatedw/invert				
108"Diameter		183.78		
12 gauge		229.34		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
108"Diameter		235.02		
10 gauge		280.58		
3x1CMP Plain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
108"Diameter				
8 gauge				
3x1CMP Plain				
3x1CMP asp coated				
3x1CMPaspcoatedw/invert				
Section 31: Copper, Steel, Galvanized, corrugated metal pipe, arch pipe		SOUTHERN PIPE & SUPPLY		

15"Diameter		12.92		
16 span x rise		17.06		
18x11, 2-2/3x1/2CMP Plain		NB		
2-2/3x1/2CMP asp coated				

22/3x1/2CMPaspcoatedw/invt				
18"Diameter		16.15		
16 span x rise		21.67		
22x13,2-2/3x1/2CMPPlain		NB		
2-2/3x1/2CMP asp coated				
22/3x1/2CMPaspcoatedw/invt				
21"Diameter		18.30		
16 span x rise		24.51		
25x16,2-2/3x1/2CMPPlain		NB		
2-2/3x1/2CMP asp coated				
22/3x1/2CMPaspcoatedw/invt				
21"Diameter		22.60		
14 span x rise		28.82		
25x16,2-2/3x1/2CMPPlain		NB		
2-2/3x1/2CMP asp coated				
22/3x1/2CMPaspcoatedw/invt				
24"Diameter		20.45		
16 span x rise		27.35		
29x18,2-2/3x1/2CMPPlain		NB		
2-2/3x1/2CMP asp coated				
22/3x1/2CMPaspcoatedw/invt				
24"Diameter		25.87		
14 span x rise		32.74		
29x18,2-2/3x1/2CMPPlain		NB		

2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt				
24"Diameter 12 span x rise 29x18,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt		35.52 42.42 NB		
30"Diameter 14 span x rise 36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt		32.29 41.27 NB		
30"Diameter 12 span x rise 36x22,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt		44.13 53.11 NB		
36"Diameter 14 span x rise 43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt				
36"Diameter 14 span x rise		52.74 62.41		

43x27,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv		NB		
42"Diameter 14 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv		47.47 58.51 NB		
42"Diameter 12 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv		64.42 75.47 NB		
42"Diameter 10 span x rise 50x31,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv		81.37 92.42 NB		
48"Diameter 14 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv		NB NB NB		
48"Diameter		73.46		

12 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt		87.27 NB		
48"Diameter 10 span x rise 58x36,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt		92.68 106.48 NB		
54"Diameter 12 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt		82.51 100.74 NB		
54"Diameter 10 span x rise 65x40,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt		103.98 122.21 NB		
60"Diameter 12 span x rise 73x45,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/invt				

60"Diameter		121.96		
10 span x rise		141.01		
73x45,2-2/3x1/2CMPPlain		NB		
2-2/3x1/2CMP asp coated				
22/3x1/2CMPaspcoatedw/invt				
60"Diameter				
8 span x rise				
73x45,2-2/3x1/2CMPPlain				
2-2/3x1/2CMP asp coated				
22/3x1/2CMPaspcoatedw/invt				
66"Diameter				
10 span x rise				
73x55,2-2/3x1/2CMPPlain				
2-2/3x1/2CMP asp coated				
22/3x1/2CMPaspcoatedw/invt				
66"Diameter				
8 span x rise				
73x55,2-2/3x1/2CMPPlain				
2-2/3x1/2CMP asp coated				
22/3x1/2CMPaspcoatedw/invt				
72"Diameter				
10 span x rise				
88x54,2-2/3x1/2CMPPlain				
2-2/3x1/2CMP asp coated				

22/3x1/2CMPaspcoatedw/inv				
72"Diameter 8 span x rise 88x54,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv				
78"Diameter 10 span x rise 87x63,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv				
78"Diameter 8 span x rise 87x63,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv				
84"Diameter 10 span x rise 95x67,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv				
84"Diameter 8 span x rise 95x67,2-2/3x1/2CMPPlain				

2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv				
96”Diameter 10 span x rise 122x77,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv				
96”Diameter 8 span x rise 122x77,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv				
108”Diameter 10 span x rise 138x87,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv				
108”Diameter 8 span x rise 138x87,2-2/3x1/2CMPPlain 2-2/3x1/2CMP asp coated 22/3x1/2CMPaspcoatedw/inv				
Section 32. Copper, steel, galvanized, corrugated metal pipe, arch pipe.		SOUTHERN PIPE & SUPPLY		

36"Diameter 16 span x rise 43x27,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt				
36"Diameter 14 span x rise 43x27,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		44.13 61.44 NB		
36"Diameter 12 span x rise 43x27,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		60.28 77.26 NB		
42"Diameter 16 span x rise 50x31,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt				
42"Diameter 14 span x rise 50x31,3x1CMPPlain 3x1CMP asp coated		53.12 70.67 NB		

3x1CMPaspcoatedw/invt				
42"Diameter		73.46		
12 span x rise		91.01		
50x31,3x1CMPPlain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invt				
48"Diameter				
16 span x rise				
58x36,3x1CMPPlain				
3x1CMP asp coated				
3x1CMPaspcoatedw/invt				
48"Diameter		61.03		
14 span x rise		79.14		
58x36,3x1CMPPlain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invt				
48"Diameter		83.63		
12 span x rise		101.74		
58x36,3x1CMPPlain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invt				

54"Diameter 16 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt				
54"Diameter 14 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		68.95 88.19 NB		
54"Diameter 12 span x rise 65x40,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		93.81 113.06 NB		
60"Diameter 16 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt				
60"Diameter 14 span x rise 73x45,3x1CMPPlain 3x1CMP asp coated		79.33 99.71 NB		

3x1CMPaspcoatedw/invt				
60"Diameter		108.93		
12 span x rise		129.31		
73x45,3x1CMPPlain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invt				
66"Diameter				
16 span x rise				
73x45,3x1CMPPlain				
3x1CMP asp coated				
3x1CMPaspcoatedw/invt				
66"Diameter		87.62		
14 span x rise		115.23		
73x45,3x1CMPPlain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invt				
66"Diameter		119.59		
12 span x rise		147.20		
73x45,3x1CMPPlain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invt				
72"Diameter				
16 span x rise				
88x55,3x1CMPPlain				

3x1CMP asp coated 3x1CMPaspcoatedw/invt				
72"Diameter 14 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		103.76 134.13 NB		
72"Diameter 12 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		140.90 171.28 NB		
72"Diameter 14 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		111.44 144.58 NB		
72"Diameter 12 span x rise 88x55,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt				
78"Diameter 14 span x rise		152.43 185.56		

87x63,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		NB		
78"Diameter 12 span x rise 87x63,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt				
84"Diameter 14 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		120.40 156.30 NB		
84"Diameter 12 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		163.95 199.85 NB		
84"Diameter 10 span x rise 95x67,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		210.07 245.97 NB		
96"Diameter		137.05		

14 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		177.09 NB		
96"Diameter 12 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		188.30 228.34 NB		
96"Diameter 10 span x rise 122x77,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		240.81 280.85 NB		
108"Diameter 14 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt				
108"Diameter 12 span x rise 138x87,3x1CMPPlain 3x1CMP asp coated 3x1CMPaspcoatedw/invt		211.35 256.91 NB		

108"Diameter		270.27		
10 span x rise		315.83		
138x87,3x1CMPPlain		NB		
3x1CMP asp coated				
3x1CMPaspcoatedw/invt				
Section 33. concrete pavement and sidewalks				
1.remove and replace concrete paving 4" depth per sq ft				
a.Less than 1000 sq ft- contractor provides material				
b.Less than 1000 sq ft-City provides material				
c.more than 1000 sq ft- contractor provides material				
d.More than 1000 sq ft-City provides material				
2. remove and replace concrete paving 6" depth per sq ft				
a.Less than 1000 sq ft- contractor provides material				
b.Less than 1000 sq ft-City provides material				
c.more than 1000 sq ft- contractor provides material				
d.More than 1000 sq ft-City provides material				

End of tally sheet **** tally sheet is modified to only show items that were bid on

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATED: December 5, 2017
Page: 1

SUBJECT:

Request authorization to hire Alicia Hu, as the Deputy Court Clerk in the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Grade 8, Non Exempt \$28,080 (\$13.50 per hour), based on 2080 hours.

LINE ITEM

AUTHORIZATION HISTORY:

The position was previously held by Marissa Milam, who was terminated.

REQUESTING DEPARTMENT:

Municipal Court

DIRECTOR'S AUTHORIZATION:

Tony Rook, Court Administrator

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Alicia Hu, as the Deputy Court Clerk in the Municipal Court Department.

CITY OF STARKVILLE COVERSHEET

AGENDA ITEM NO:
AGENDA DATE: December 5, 2017
PAGE: 1 of 22

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to replace Southwire's existing GSA-3 rate agreement with TOU MSB and IP5 interruptible product.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Request authorization for Starkville Utilities to replace Southwire's existing rate agreement with MSB and IP5 interruptible product.

POWER SUPPLY CONTRACT

Date: _____

Contract No. 020118-1

THIS POWER SUPPLY CONTRACT, made and entered into by and between **SOUTHWIRE COMPANY** (Customer), a corporation created, organized and existing under and by virtue of the laws of the State of Delaware; and **CITY OF STARKVILLE, MISSISSIPPI** (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

W I T N E S S E T H:

WHEREAS, Customer has been purchasing power from Distributor under Power Supply Contract No. 011812-1 for the operation of Customer's plant near Starkville, Mississippi; and

WHEREAS the Customer has requested a new Contract providing for an increased firm contract demand for supply of electric power and energy for operation of the plant; and

WHEREAS, Distributor and Customer wish to agree upon the terms and conditions under which electric power and energy will continue to be made available by Distributor to Customer;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 **SCOPE**

Distributor will supply electric power and energy to Customer, and Customer will purchase, receive and pay Distributor for such electric power and energy in accordance with this Contract.

ARTICLE 2 **RULES AND REGULATIONS**

The electric power and energy made available to the Customer by the Distributor under this Contract shall be delivered, taken, and paid for in accordance with the terms of this Contract and the Distributor's Schedule of Rules and Regulations (as amended, supplemented, or replaced), attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of the Rules and Regulations and the other provisions of this Contract, the latter shall control.

ARTICLE 3
EFFECTIVE DATE, TERM AND TERMINATION

3.1 - Effective Date

This Contract shall become effective as of 0000 hours Central Prevailing Time on February 1, 2018.

3.2 - Term and Termination of Contract

Contract shall continue in effect for an initial term of five (5) years beginning on the Effective Date and may be terminated by either party following two (2) years written notice to the other party. Such two (2) year notice to terminate can be given at any time following year three (3) of the initial term.

Further, it is also expressly recognized that this Contract may be terminated by Distributor, or power supply from Distributor under this Contract may be suspended, in accordance with the Rules and Regulations of the Distributor.

If Customer should give notice of termination hereunder, Distributor shall be under no obligation from the date of receipt of such notice to make or complete any additions to or changes in any transformation or transmission facilities for service to Customer unless Customer agrees to reimburse Distributor for its non-recoverable costs in connection with the making or completion of such additions or changes.

ARTICLE 4
AVAILABILITY OF POWER

Subject to other Provisions of this Contract, including its attachments and the Distributor's Schedule of Rules and Regulations, Distributor shall make firm power available to Customer in the amount of the Firm Contract Demand designated below.

Firm Contract Demand: 5,001 kW

ARTICLE 5
RATES

Attached hereto and hereby made a part hereof is Distributor's Manufacturing Service Rate, Schedule MSB, which is Distributor's currently effective time-of-use rate schedule applicable to customers contracting for electric service above 5,000 KW but not more than 15,000 KW demand. The power and energy made available for Customer hereunder shall be purchased and paid for by Customer in accordance with the provisions of said rate schedule, as modified or replaced from time to time by agreement between Distributor and TVA.

The minimum monthly bill for power and energy hereunder shall be determined in accordance with the paragraph of said rate schedule entitled "Minimum Bill".

In case of conflict between the Applicable Rate Schedule and the body of this Contract or the Rules and Regulations, either the body of this Contract, or the Rules and Regulations, as the case may be, shall control.

ARTICLE 6

CONDITIONS OF DELIVERY

6.1 - Delivery Point

The point of delivery for power and energy made available under this Contract shall be the point of interconnection between:

- (a) Distributor's overhead ACSR phase conductors; and
- (b) Customer's eastern most dead-end clamps on the northern most overhead-to-underground primary riser pole on the west side of the railroad spur track.

6.2 - Delivery Voltage and Frequency

The power made available at the delivery point specified in this contract shall be in the form of three-phase alternating current, 12470 volts nominal, and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by Distributor at the Delivery Point of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Contract.

6.3 - Phase Balancing

Customer shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on all three phases. In the event that any check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Customer shall make at its expense, upon request by the Distributor, the changes necessary to correct the unbalanced condition. If an unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may elect to meter the load on individual phases and compute the total demand as being equal to three times the maximum kW load on any phase. For all purposes under this contract, the load on any phase shall be the load measured by a wattmeter connected with its current coil in that phase wire and its potential coil connected between that phase wire and the neutral voltage point.

6.4 - Protective Equipment

Distributor shall not be obligated to provide equipment for the protection of Customer's lines, facilities, or equipment, but Distributor may provide such protective equipment as it

deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall, in Distributor's sole judgment, be capable of satisfactory coordination with any protective equipment installed by Distributor. Customer shall exercise all reasonable precautions and install all equipment necessary to limit its total demand to the amount to which it is entitled under this contract.

6.5 - Facilities

Customer grants to Distributor for its use and without cost, such rights in, on, over, and across Customer's property as may be necessary or desirable in connection with the installation, maintenance, operation, repair, and replacement of any electrical facilities required to serve Customer. Notwithstanding anything in this Contract which might be construed to the contrary, any of the electric distribution facilities used in supplying power to Customer under this Contract may be used in serving other loads in any manner which Distributor may deem necessary or desirable.

6.6 - Distributed Generation

Separate Agreement is required by the Distributor prior to the Customer's interconnection of electric generation and related equipment (Distributed Generation) which is intended to operate in parallel with the Distributor's system.

Customer shall not interconnect Distributed Generation to the Distributor's system without the prior written consent of the Distributor.

Further, it is also expressly recognized if at any time Distributor, in its sole discretion, determines that the Customer's Distributed Generation may endanger Distributor's personnel or members of the general public, or may impair the integrity of Distributor's electric system, Distributor shall have the right to disconnect Customer's Distributed Generation from Distributor's system. Distributor shall not be obligated to compensate Customer for any loss of use of generation of energy during any and all periods of such disconnection.

6.7 - Metering

6.7.1 Determination of Power and Energy. Distributor shall be responsible for the installation and maintenance of the meters and associated equipment which in Distributor's judgment are needed to determine the amounts of power and energy used by Customer.

6.7.2 - Communication Circuit for Remote Access. It is recognized that remote communication access to the Distributor's revenue meter is necessary to facilitate billing under this Contract. Customer shall install and maintain a communication line and such communication equipment necessary for such access to the Distributor's revenue meter. This communication line and equipment shall be in accordance with the guidelines and specifications furnished or approved by the Distributor.

6.7.3 - Metering Outputs. Customer may desire access to "kyz" pulse metering outputs from the Distributor's metering installation for such purposes as monitoring and load control; Distributor is willing to make such access available to Customer. Accordingly, Distributor may, if requested by Customer in writing, provide and install

at Customer's expense such additional facilities as are necessary for Customer to access "kyz" pulse metering outputs at the Distributor's metering installation.

6.7.3.1 Noninterference with Metering. In exercising access to metering outputs, Customer shall not interfere with any operation, use of, or access to the metering installation by Distributor or TVA. In this regard Customer agrees to immediately modify its facilities and operations in any manner as may be requested by Distributor or TVA to avoid any such interference.

6.7.3.2 No Warranty of Outputs. Neither Distributor nor TVA makes any statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Customer uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Customer hereby waives, and releases Distributor, the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Customer's use of the metering outputs.

ARTICLE 7

ASSIGNMENT OF CONTRACT

Customer shall not assign this Contract without written consent of Distributor.

ARTICLE 8

WAIVERS; SEVERABILITY

8.1 Waiver. Any agreement on the part of either party to an extension or waiver of any provision hereof will be valid only if set forth in a written instrument signed on behalf of such party. A waiver by either party of the performance by the other party of any covenant, agreement, obligation, condition, representation, or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. A waiver by either party of the performance by the other party of any act hereunder will not constitute a waiver of the performance of any other act or an identical act required to be performed by such other party at a later time.

8.2 Severability. The unenforceability of any provision hereof will not render unenforceable or impair the remainder of this Contract, which will be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions.

ARTICLE 9
PREVIOUS ARRANGEMENTS

Any effective Power Supply Contracts that may exist between Customer and Distributor are hereby terminated as of the Effective Date of this Contract, including Power Supply Contract No. 011812-1.

ARTICLE 10
DUPLICATE ORIGINALS

Any number of duplicate originals of this Contract may be executed, and all such duplicates shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the day and year first above written.

Southwire Company

By _____

Title:

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title:

Interruptible Power Product (IP Product) Agreement

Fixed Term Product

Underlined terms used in this Interruptible Power Product (IP Product) Agreement are defined in the IP Product Terms and Conditions. Company's authorized representative may receive assistance from Company's power provider (Distributor) or TVA customer service representatives; however, Company remains responsible for ensuring the information provided in this Agreement is accurate and correct. In consideration of the premises and the agreements below, the parties agree:

Section A: Company's Authorized Representative

This is the duly authorized representative signing this IP Product Agreement on behalf of Company.

Full Name:

Bickford	Dan
<i>Last</i>	<i>First</i>

 Date:

October 20, 2017

Job title:

Senior Director, Manufacturing

 Email:

dan.bickford@southwire.com

Phone:

(662) 324-6611

Section B: Company Information

Company Name:

SOUTHWIRE COMPANY, LLC

Company's state of incorporation:

Delaware

(e.g. Delaware, Tennessee)

Plant/Facility

103 Airport Rd

Site: *Street Address*

Starkville	MS	39759
<i>City</i>	<i>State</i>	<i>ZIP Code</i>

Distributor: CITY OF STARKVILLE, MISSISSIPPI (00000214)

Section C: Power Contract Information

	Onpeak hours	Offpeak hours
Contract Demand (kW):	5001	5001

If Company is served under a Rate Schedule that does not provide for different onpeak/offpeak Contract Demands, the single Contract Demand is applicable for both onpeak and offpeak hours

Power Billing Cycle:	1st day of the month
Rate Schedule: Manufacturing Service Rate--Schedule MSB	

Section D: Company's Selected Product Features

	Summer Period	Winter Period	Transition Period
Protected Demand (kW):	2000	2000	2000

<u>Interruption Options</u> Only features shown to the right will be applicable.	IP5 (Reliability Interruption Only)
Term	5 years
Termination Notice	3 years
Maximum total duration of <u>Economic Interruptions</u> during any TVA fiscal year (Base <u>Economic Interruption</u> hours)	N/A
Minimum advance notification of <u>Interruptions</u>	5-minutes
Duration of each <u>Economic Interruption</u>	N/A
Maximum daily <u>Economic Interruptions</u>	N/A
Designated hours for <u>Reliability Interruptions</u> and <u>Test Interruptions</u>	All hours
Maximum frequency and duration of <u>Reliability Interruptions</u>	No Maximum
Designated hours for <u>Economic Interruptions</u>	N/A
Functional Tests	Yes

Section E: Notices

Interruption Notices: Pursuant to section 1.2 of the Terms and Conditions, the designated notice method is by telephone. Notices will be given to the Primary Interruption Notice Phone Number below. If no one is reached at the Primary Interruption Notice Phone Number, TVA may (without obligation) also provide notices to the Alternate Interruption Notice Phone Number(s), if any.

Primary <u>Interruption</u> Notice Phone Number	662-418-4409
Alternate <u>Interruption</u> Notice Phone Numbers	662-418-5199
	662-621-3758

Other Notices: For receipt of official IP Product Agreement notices pursuant to Section 4.1 of the Terms and Conditions, Company has designated the e-mail address(es) below:

dan.bickford@southwire.com
joe.breland@southwire.com
jeremy.dozier@southwire.com

By signing below, the parties agree that they shall be bound by the terms set forth in this IP Product Agreement, which includes the IP Product Terms and Conditions dated October 1, 2015, and any attachments identified in Section F below. The parties are signing this IP Product Agreement to be effective on the date specified by TVA below.

Section F: Attachments to this IP Product Agreement

None

Section G: Company Agreement and Signature

Signature: _____ Date: _____

Section H: Distributor Agreement and Signature

Signature: _____ Date: _____

Title: _____

Section I: TVA Agreement and Signature

Signature: _____ Date: _____

Title: Director, Power Customer Contracts

Effective date of this IP Product Agreement: _____

INTERRUPTIBLE POWER PRODUCT (IP PRODUCT) TERMS AND CONDITIONS-FIXED TERM PRODUCT

(October 1, 2015)

Contents

Availability

Eligibility Criteria

Article 1: Interruptions

Article 2: Credits and Charges

Article 3: Term and Termination

Article 4: Administration and Adjustments

Article 5: Guidelines

Article 6: Definitions of Underlined Terms

Attachments: Schedule of Credits and Charges (October 1, 2015)

Availability

The IP Product is only available to Company if it is offered by Company's power provider and IP Product subscription limits have not been exceeded.

Eligibility Criteria

- 1) The Company Power Contract and Distributor's power contract with TVA for power supplied to Company's Plant/Facility Site identified in section B (a) must be for a term that is at least equivalent to the term selected by Company for its participation in the IP Product and (b) cannot be terminated any sooner than is capable under the IP Product Agreement.
- 2) Company's power meter must be programmed for 5-minute interval metering and capable of near real-time polling with a dedicated internet protocol address.
- 3) Company must maintain a minimum of 500 kW of Annual Average Interruptible Demand.
- 4) If Company nominates different Interruptible Demands during Winter Period months and Summer Period months, the Winter Period and Summer Period nominations must be comparable (as determined by TVA).
- 5) Company's Contract Demand must be greater than 1 MW to participate in the IP5 option.
- 6) Company's Contract Demand must be 5 MW or less to participate in the IP5 option with a 1 year notice of termination.
- 7) Company's Contract Demand must be greater than 5 MW to participate in the IP30 option.
- 8) Company must submit and maintain a load reduction plan on an annual basis.
- 9) Company must have an active TVA Online Connection account.
- 10) Company must not participate in any products or programs deemed by TVA to be incompatible with the IP Product.

ARTICLE 1: INTERRUPTIONS

SECTION 1.1 - INTERRUPTION FEATURES

Company will curtail its power demand in accordance with the IP Product Agreement.

SECTION 1.2 - INTERRUPTIONS

1.2.1 Notice Method. TVA will provide notice to Company of an Interruption via a method designated by TVA. Upon not less than 60 days' notice to Company, TVA may designate a different notice method. In such a case, Company shall cooperate with TVA in testing and implementing any new system or method to be used in providing notice of an Interruption.

1.2.2 Interruption. During an Interruption, Company shall reduce its power demand requirements so that its 5-Minute Metered Demand is less than or equal to its Protected Demand during the entire Interruption period.

1.2.3 Interruption Periods. Each Interruption will begin at the time specified in the Interruption notice provided by TVA and will end at the time notice is given that the Interruption has ended.

1.2.4 This section intentionally left blank.

1.2.5 Reliability Interruptions. Nothing in this Article 1 will limit the frequency, duration, or hours in which TVA designates Reliability Interruptions.

1.2.6 Test Interruptions. Notwithstanding anything in the IP Product Agreement which may be construed to the contrary, Company will not receive any IP Product credits or charges for any Test Interruptions. However, the calculated Test Interruption Performance Factors will apply under subsection 1.5.2 and Article 3.

1.2.7 Load Reduction Plan. Company shall update the load reduction plan annually and provide Distributor with the updated plan by March 1 of each year. The updated load reduction plan must be certified by an authorized representative of Company.

SECTION 1.3 - INTERFERENCE WITH AVAILABILITY OF POWER

The term "force majeure" is any cause reasonably beyond the control of Distributor or TVA, such as, but without limitation to, injunction, administrative order, strike of employees, war, invasion, fire, accident, floods, backwater caused by floods, acts of God, or inability to obtain or ship essential services, materials, or equipment because of the effect of similar causes on suppliers or carriers. Acts of God includes without limitation the effects of drought if the drought is of such severity as to have a probability of occurrence not more often than an average of once in 40 years.

The availability of power to Company may be interrupted or curtailed from time to time during the term of the IP Product Agreement because of force majeure or otherwise. Company is solely responsible for providing and maintaining such equipment in its facility and such emergency operating procedures as may be required to safeguard persons on its property, its property, and its operations from the effects of any interruption or Interruption. Company

assumes all risk of loss, injury, or damage to Company resulting from any interruption or Interruption.

SECTION 1.4 - ECONOMIC INTERRUPTION ACCOUNTING

1.4.1 Base Economic Interruption Hours. For the purpose of determining the accrued duration of Base Economic Interruption hours (as indicated in section D of the IP Product Agreement), designated Reliability Interruption hours will be considered Base Economic Interruption hours (irrespective of the hours in which the Reliability Interruption is designated) until the maximum total duration of Base Economic Interruptions has been reached for the TVA fiscal year.

1.4.2 Rounding. For the purpose of determining accrued Interruption hours, Interruptions with durations that are not multiples of one whole hour will be rounded up to the next whole hour duration.

1.4.3 Daily Interruptions. For the purpose of determining the maximum daily Economic Interruptions,

(a) a designated Reliability Interruption will be considered an Economic Interruption (irrespective of the hours in which the Reliability Interruption is designated) if no Economic Interruption has been designated that day,

and

(b) if a designated Reliability Interruption spans 0000 hours CPT, a Reliability Interruption will be deemed to have occurred on the day commencing from 0000 hours CPT.

1.4.4 Test Interruptions. Notwithstanding anything in the IP Product Agreement which may be construed to the contrary, Test Interruption hours will not be counted toward any Economic Interruption hours and are not deemed to be Reliability Interruptions.

SECTION 1.5 - ADJUSTMENTS TO PROTECTED DEMAND

1.5.1 Performance Factor. For each Interruption, TVA will calculate a Performance Factor as follows:

$$\text{Performance Factor (\%)} = \left(1 - \left(\frac{\text{Average Noncompliant Load}}{\text{Protected Demand}} \right) \right) \times 100$$

Where

“Average Noncompliant Load” is the average amount by which Company’s 5-Minute Metered Demand during an Interruption exceeds the applicable Protected Demand.

“Protected Demand” is the applicable Protected Demand for the Interruption period. However, if the applicable Protected Demand is 0 kW, the Protected Demand used in this calculation will be 1 kW.

1.5.2 Reliability Only Option. If the IP Product Agreement provides for IP5, TVA may increase Company's Protected Demand upon at least 30 days' notice if Company's response to an Interruption (1) results in a Performance Factor less than 97 percent or (2) contains more than six 5-Minute Non-Compliant Intervals. In the event of an adjustment by TVA under this subsection, Company's Protected Demand will become the average 5-Minute Metered Demand during 5-Minute Non-Compliant Intervals. The adjusted Protected Demand will become effective on the date stated in TVA's notice.

1.5.3 Reliability+Economic Option. If the IP Product Agreement provides for IP30, TVA may increase Company's Protected Demand upon at least 30 days' notice if Company achieves a Performance Factor of less than 97 percent in any two Interruptions in any consecutive 12-month period. In the event of an adjustment by TVA under this subsection, Company's Protected Demand will become the average 5-Minute Metered Demand during 5-Minute Non-Compliant Intervals. The adjusted Protected Demand will become effective on the date stated in TVA's notice.

1.5.4 Reinstatement. Following any adjustment of Protected Demand by TVA in accordance with subsection 1.5.2 or 1.5.3, Company's Protected Demand that applied prior to TVA's adjustment may be reinstated by TVA if Company demonstrates that it can achieve a 100 percent Performance Factor (based on the Protected Demand prior to TVA's adjustment) during an Interruption. Company may request TVA to perform a Test Interruption and TVA will perform that Test Interruption at its sole discretion. When Company has demonstrated a Performance Factor equal to 100 percent (based on the Protected Demand prior to TVA's adjustment) in a subsequent month, TVA will adjust Company's Protected Demand back to the previous level upon 30 days' notice to Company.

SECTION 1.6 - FUNCTIONAL TESTS

TVA will perform IP Product testing by issuing Test Interruptions to all IP5 participants (Reliability Only Fleet). The Reliability Only Fleet will be tested as illustrated in the following schedule:

	Functional Test Schedule					
TVA Fiscal Year	2016	2017	2018	2019	2020	2021, etc.
Fleet Test Schedule	<u>Test Interruptions</u> will occur during the <u>Summer Period</u> or <u>Winter Period</u>		<u>Test Interruptions</u> will occur during the <u>Summer Period</u> or <u>Winter Period</u>		<u>Test Interruptions</u> will occur during the <u>Summer Period</u> or <u>Winter Period</u>	
Additional Tests by Request	Customers with <100% <u>Performance Factor</u> in latest fleet test may request retest for protected demand reinstatement (at TVA's discretion)		Customers with <100% <u>Performance Factor</u> in latest fleet test may request retest for protected demand reinstatement (at TVA's discretion)		Customers with <100% <u>Performance Factor</u> in latest fleet test may request retest for protected demand reinstatement (at TVA's discretion)	
Off-year Test Interruption Triggers		All Reliability Only Fleet customers <100% <u>Performance Factor</u> in latest fleet test or not in compliance with section 1.2.7		All Reliability Only Fleet customers <100% <u>Performance Factor</u> in latest fleet test or not in compliance with section 1.2.7		All Reliability Only Fleet customers <100% <u>Performance Factor</u> in latest fleet test or not in compliance with section 1.2.7
Test Interruption Substitute	A <u>Reliability Interruption</u> which occurs prior to the scheduled <u>Test Interruption</u>		A <u>Reliability Interruption</u> which occurs prior to the scheduled <u>Test Interruption</u>		A <u>Reliability Interruption</u> which occurs prior to the scheduled <u>Test Interruption</u>	
Fleet Test Schedule Reset Illustration		A Reliability Interruption in any Fleet Test Schedule off-year counts as a Test Interruption and resets the Fleet Test Schedule		<u>Test Interruptions</u> will occur during the <u>Summer Period</u> or <u>Winter Period</u>		<u>Test Interruptions</u> will occur during the <u>Summer Period</u> or <u>Winter Period</u>
Additional Tests by Request				Customers with <100% <u>Performance Factor</u> in latest fleet test may request retest for protected demand reinstatement (at TVA's discretion)		Customers with <100% <u>Performance Factor</u> in latest fleet test may request retest for protected demand reinstatement (at TVA's discretion)

ARTICLE 2: CREDITS AND CHARGES

SECTION 2.1 - APPLICATION OF CREDITS AND CHARGES

Distributor will apply all credits and charges provided for under this IP Product Agreement to the monthly power bill for Company's electric service at the Plant/Facility Site identified in section B of the IP Product Agreement.

SECTION 2.2 - DEMAND CREDITS

Demand Credits to be applied to Company's power bill will be determined in accordance with the formula below that produces the highest credit:

$$\text{Demand Credit (\$)} = \text{DCA} \times \text{Monthly Average Interruptible Demand}$$

or

$$\text{Demand Credit (\$)} = \text{DCA} \times \text{Event Specific Interruptible Demand Reduction}$$

Where:

"DCA" is the applicable demand credit amount in the Schedule of Credits and Charges.

"Monthly Average Interruptible Demand" is the average 30-Minute Interruptible Demand during Peak Hours in the calendar month, excluding days on which any Interruption is in effect and any outage days provided under section 5.1.

"Event Specific Interruptible Demand Reduction" is Company's power demand reduction measured as (1) the highest 30-Minute Metered Demand, excluding any Excess Demand, established during the four full 30-Minute Clock-intervals immediately preceding the time TVA provides notice of any Interruption, minus (2) the higher of (i) the applicable Protected Demand or (ii) the highest 30-Minute Metered Demand during the Interruption period.

SECTION 2.3 - ENERGY CREDITS

If Company's IP Product Agreement provides for IP30, the energy credit to be applied to Company's power bill for each Interruption will be calculated as follows:

$$\text{Credit} = \sum_i^n (\text{Baseline-Demand}) \times \frac{1}{12} \text{ hour} \times \text{ECA} \times \text{Heat Rate}$$

Where:

"i" is each 5-minute Clock-interval during an Interruption when Company's 5-Minute Metered Demand is less than Baseline.

"n" is an Interruption period.

"Demand" is Company's 5-Minute Metered Demand.

"Baseline" is the highest 30-Minute Metered Demand, minus any Excess Demand, established during the four full 30-Minute Clock-intervals immediately preceding the time TVA provides notice of any Interruption.

"ECA" is the applicable energy credit amount in the Schedule of Credits and Charges.

"Heat Rate" is the applicable heat rate amount in the Schedule of Credits and Charges.

SECTION 2.4 - ENERGY UNDERPERFORMANCE CHARGES

For any Interruption in which Company does not achieve a Performance Factor equal to 100 percent, a charge will be applied to Company's power bill, and the charge will be calculated as follows:

$$\text{Charge} = \sum_i^n (\text{Metered Demand} - \text{Protected Demand}) \times \frac{1}{12} \text{ hour} \times \text{UP multiplier}$$

Where:

"i" is each 5-Minute Non-Compliant Interval.

"n" is an Interruption period.

"Metered Demand" is the 5-Minute Metered Demand.

"Protected Demand" is the Protected Demand.

"UP multiplier" is the applicable Underperformance Charge amount in the Schedule of Credits and Charges.

SECTION 2.5 - DEMAND UNDERPERFORMANCE CHARGES

If Company's IP Product Agreement provides for IP5, for any Interruption (not applicable to functional test) in which Company does not achieve a Performance Factor equal to 100 percent, a charge will be applied to Company's power bill, and the charge will be calculated as follows:

For any Interruption with a Performance Factor greater than or equal to 97 percent:

$$\text{Charge (\$)} = 2 \times \text{DCA} \times \text{max underperformance}$$

For any Interruption with a Performance Factor less than 97 percent:

$$\text{Charge (\$)} = (2 \times \text{DCA} \times \text{max underperformance}) + (\text{DCA} \times \text{initial underperformance})$$

Where:

"DCA" is the applicable demand credit amount in the Schedule of Credits and Charges. This is the same amount as in section 2.2.

"max underperformance" is the highest difference between the 30-Minute Metered Demand and Protected Demand among all 30-Minute Non-Compliant Intervals.

"initial underperformance" is the difference between the 5-Minute Metered Demand and Protected Demand during the first 5-Minute Clock-interval of an Interruption if that interval is a Non-Compliant Interval.

SECTION 2.6 - ADMINISTRATIVE COST CHARGES

To help recover TVA's administrative and other costs of making the IP Product available, Company will be charged an administrative cost charge. The amount of TVA's administrative cost charge is provided in the Schedule of Credits and Charges. Distributor may charge an additional administrative cost charge to help recover its costs of making the IP Product available.

SECTION 2.7 - CONTRACT DEMAND

For the purposes of calculating power and energy charges under the Rate Schedule, during all full 30-Minute periods of an Interruption, any applicable Contract Demand under the Company Power Contract will be deemed to be the Protected Demand. Any applicable Rate Schedule excess charges will apply.

SECTION 2.8 - MINIMUM BILLING DEMAND REDUCTION

Any time that a billing demand or energy charge is to be billed under the Company Power Contract using a Demand Ratchet Company's bill will be reduced by the amount by which:

- (a) the amounts, if any, calculated under Adjustment 3 of the Wholesale Rate Schedule following application of the Demand Ratchet

exceeds

- (b) the amounts, if any, that would be calculated under Adjustment 3 of the Wholesale Rate Schedule based on using the applicable Protected Demand instead of Contract Demand in the application of the Demand Ratchet.

SECTION 2.9 - DEMAND RATCHET

For the sole purpose of calculating the Minimum Billing Demand Reduction in section 2.8(b) above, the Demand Ratchet will be calculated using the sum of (i) the Protected Demand and (ii) the highest applicable Excess Demand established during the preceding 12 months instead of the applicable Contract Demand.

ARTICLE 3: TERM AND TERMINATION

SECTION 3.1 - EFFECTIVE DATE AND TERM

The IP Product Agreement is effective on the Effective Date, and continues in effect for the term indicated in Section D of the IP Product Agreement, unless it is sooner terminated as provided under section 3.2 below.

SECTION 3.2 - TERMINATION

The IP Product Agreement may be terminated:

- (a) by any party upon at least 3 years' written notice; however, if Company has elected a Termination Notice of 1 year in Section D of the IP Product Agreement, this IP Product Agreement may be terminated by any party upon 1 years' written notice;
- (b) by TVA upon at least 60 days' notice if Company does not meet, at all times, all IP Product eligibility criteria set forth in the IP Product Agreement;
- (c) by Distributor upon at least 60 days' notice if Company violates the terms of the Company Power Contract or Rules and Regulations of Distributor;
- (d) By TVA or Distributor upon at least 60 days' notice if any two Performance Factors are equal to or less than 90 percent in a consecutive 12-month period;
- (e) by Company in the event that any annual decrease in the DCA (described in section 2.2) provided under Schedule of Credits and Charges is more than 15 percent, upon at least 15 days' written notice to TVA prior to the effective date of such decrease; or
- (f) by Company in the event that the DCA (described in section 2.2) provided under Schedule of Credits and Charges is reduced more than 20 percent in a 36-consecutive-month period, upon at least 15 days' written notice to TVA prior to the effective date of such decrease that would result in said 20 percent reduction.

SECTION 3.3 - SUSPENSION OF SERVICE

Power supply from Distributor under the Company Power Contract may be suspended, in accordance with the Rules and Regulations of Distributor.

SECTION 3.4 - CHANGES TO COMPANY POWER CONTRACT

No amendment to the Company Power Contract during the term of this IP Product Agreement providing for a different Rate Schedule, Contract Demand, or additional overlay product will be effective unless (1) Company, Distributor, and TVA amend the IP Product Agreement to provide for the applicable Rate Schedule, Contract Demand, or additional overlay product, or (2) TVA otherwise approves such a change to the Company Power Contract.

SECTION 3.5 - TERMINATION OF COMPANY POWER CONTRACT

Notwithstanding anything in the Company Power Contract that may be construed to the contrary, the parties agree that during the term of this IP Product Agreement, no notice of termination or notice of non-renewal by Company or Distributor to terminate the Company Power Contract will be effective sooner than the date on which termination of the IP Product Agreement can be achieved under section 3.2 above.

SECTION 3.6 - TERMINATION OF 5 MR, 60 MR, OR RP AGREEMENT

Any 5 Minute Response Agreement, 60 Minute Response Agreement, or Reserve Preservation Agreement of Company that is effective as of the Effective Date is hereby terminated.

SECTION 3.7 - WAIVERS

A waiver of any Product Agreement requirement will not be considered a waiver of any other or subsequent Product Agreement requirement.

ARTICLE 4: ADMINISTRATION AND ADJUSTMENTS

SECTION 4.1 - NOTICES

4.1.1 Notices to Company. Any notice required by Distributor or TVA under the IP Product Agreement will be deemed properly given if posted on the Product Website, e-mailed to one or more designated Company contacts, or sent in writing to the address specified as Company's Plant/Facility Site in the IP Product Agreement.

4.1.2 Notices to TVA. Notices of IP Product Agreement termination, IP Product Agreement Interruption Phone Number changes, and changes to e-mail addresses for IP Product notices will be deemed properly given if delivered by e-mail to any designated TVA customer service field representative or through an applicable contact avenue identified on the Product Website. TVA may require an authorized representative of Company to submit such notices using a TVA specified form.

4.1.3 Active e-mail addresses. Company must, at all times, designate at least one active e-mail address for notices.

4.1.4 Notice Forwarding. IP Product notices sent by TVA to Company will be promptly forwarded to Distributor. Any (1) IP Product notice sent by Distributor to Company or (2) notices of suspension of service sent to Company will be promptly forwarded to TVA.

SECTION 4.2 - ADJUSTMENT

4.2.1 Guidelines. Effective on October 1 of any year, Article 5 below may be changed or adjusted by TVA upon 60 days' notice to Company; provided, however, that no such change or adjustment will reduce the monthly or yearly outage day omission limits under section 5.1.

4.2.2 Schedule of Credits and Charges. Effective on October 1 of any year, and upon not less than 90 days' notice to Company, TVA may modify, change, replace, or adjust the Schedule of Credits and Charges.

4.2.3 Seasonal Periods. Effective on October 1 of any year, and upon not less than 60 days' notice to Company, TVA may modify or change the months of the Summer Period, Winter Period, and Transition Period.

4.2.4 Economic Interruption Hours. Effective on October 1 of any year, and upon not less than 60 days' notice to Company, TVA may change the designated hours for Economic Interruptions specified in section D of the IP Product Agreement; provided, however, that no such adjustment will increase the total daily duration of the designated hours during which Economic Interruptions may occur.

SECTION 4.3 - RELATIONSHIP OF DISTRIBUTOR, COMPANY, AND TVA

Company remains a customer of Distributor and is not a directly served customer of TVA. Distributor retains responsibility for all power service, billing, and customer relations matters except as provided otherwise with respect to the IP Product. Company and TVA may at any time communicate directly concerning matters relating to the IP Product; further TVA will have sole responsibility for designating Interruptions.

SECTION 4.4 - BILLING

4.4.1 Cooperation. Company, Distributor, and TVA will cooperate in (1) incorporating IP Product credits and charges in Company's monthly power bill, (2) meter reading, (3) billing analysis, and (4) the sharing of Company Power Contract information.

4.4.2 Remote Access. In accordance with guidelines or specifications furnished or approved by TVA, Distributor shall provide or otherwise arrange for remote access by TVA to the Company power meter.

4.4.3 Wholesale Billing Adjustment. TVA, in calculating the wholesale power invoice each month for Distributor, will take the following steps with respect to Company: (1) TVA will apply a credit to the wholesale power bill equal to any credits applied to Company's bill by Distributor in accordance with section 2.1 above, (2) TVA will apply a charge to the wholesale power invoice equal to any charges applied to Company's bill by Distributor in accordance with section 2.1 above, and (3) the amount owed by Distributor under Adjustment 3 of the Wholesale Rate Schedule with respect to Company, if any, will be reduced by the amount calculated to reduce Company's power bill from Distributor under section 2.8, if any.

To the extent practicable, said wholesale credits, charges, and reductions will appear on TVA's wholesale power bill to Distributor for the same billing month that Distributor applies IP Product credits, charges, and reductions to Company's power bill.

4.4.4 Failure to Pay. In the event that Company fails to pay any IP Product charges when due, Distributor must promptly notify TVA. Distributor must develop and implement a plan to recover any unpaid amounts in cooperation with TVA. Upon failure of Distributor to do so, TVA may institute litigation to enforce payment in the name of Distributor, or in the name of TVA, or in the name of both, and any actions taken by TVA in connection with such litigation will be binding on Distributor. Prior to instituting any such litigation, TVA will first consult with Distributor.

SECTION 4.5 - SPECIAL OFFERS

From time to time, TVA may advertise special offers or additional features under the IP Product (such as buy-throughs or offers to purchase additional Economic Interruption hours). Any additional Economic Interruption hours purchased by TVA under any special offer will be excluded under subsection 1.4.1 above in the event of a Reliability Interruption. If the special offer or feature is for a limited time only, for the sake of expediency, Company and TVA may enter into a two-party contract. Any credits or charges under such special offer, whether implemented through a two-party contract or otherwise, will be billed and administered by Distributor and TVA in the same manner as the other charges and credits in the IP Product Agreement. TVA will notify Distributor if Company participates in any special offers implemented through a two-party contract.

SECTION 4.6 - POWER SYSTEM INFORMATION

For Company's convenience, TVA may allow Company access to TVA power system information and power system forecasts. All such information is deemed to be proprietary information (Proprietary Information) and Company's obligations with respect to such Proprietary Information provided during Company's participation in the IP Product will survive the termination or expiration of the IP Product Agreement.

As a condition of participation in the IP Product and in consideration of TVA's making Proprietary Information available to Company, (i) Company agrees not to divulge Proprietary Information to third parties without the written consent of TVA, and (ii) Company further agrees not to use the Proprietary Information disclosed to it by TVA for any purpose other than those set forth in this agreement. Nothing in this paragraph will prevent Company from making disclosures to other parties that are required by law; provided, Company must endeavor to secure the agreement of such other party to maintain the information in confidence. In the event that Company is unable to secure such agreement, Company must notify TVA with reasonable promptness so that TVA may join Company in the pursuit of such an agreement of confidence, or take any other action it deems appropriate.

Nothing in this section 4.6 restricts or limits TVA's right to execute Interruptions and TVA may execute Interruptions without regard to whether or not a potential Interruption has been projected. Further, the failure or inability for any reason of Company to access information about a potential Interruption, shall not alter Company's obligation to comply with any Interruption.

TVA makes no statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, of merchantability, fitness for a particular use or purpose, accuracy, or completeness, of any estimates, information, service, or equipment furnished or made available to Company through the IP Product. Company hereby waives, and releases the United States of America, TVA, and their directors, officers, agents, and employees from any and all claims, demands, or causes of action, including, without limitation, consequential damages, arising out of or in any way connected with any estimates, information, service, or equipment furnished or made available under this section.

ARTICLE 5: GUIDELINES

SECTION 5.1 - OUTAGES

Company may omit certain days in which a planned or forced outages occur from the calculation of the Monthly Average Interruptible Demand described in section 2.2. The number of days that may be omitted is limited to 10 days per month and 40 days per TVA fiscal year.

In order to omit planned and forced outage days from the Monthly Average Interruptible Demand calculation, Company must notify TVA of planned or forced outage in accordance with operating procedures and guidelines as may be furnished by TVA from time to time. Current operating procedures and guidelines require:

- o Company must provide TVA outage notification at least 24 hours in advance of planned outages through the Product Website. Notification must include the amount of load not available for interruption, an estimated outage start time and date, and an estimated return-to-service time and date.
- o Company must communicate forced outages to TVA as quickly as operationally feasible through the Product Website, but no more than 24 hours after the start of the forced outage. Notification must include the amount of load not available for interruption and an estimated return-to-service time and date.

Company has until midnight on the last day of the calendar month to select, via the Product Website, which outage days from the month to exclude from the Average Interruptible Load calculation.

SECTION 5.2 - PEAK HOURS

Peak hours for assessing average Interruptible Demand are

- (1) 1:00 pm to 7:00 pm CPT during the months of April through October, and
- (2) 4:00 am to 10:00 am CPT during the months of November through March;

excluding weekends and weekdays observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and November 1 if not a Monday.

ARTICLE 6: DEFINITIONS OF UNDERLINED TERMS

“**5-Minute**” is used to designate a quantity that is determined on a 5-minute Clock-interval basis.

“**30-Minute**” is used to designate a quantity that is determined on a 30-minute Clock-interval basis.

“**Annual Average Interruptible Demand**” means the average 30-Minute Interruptible Demand during the Peak Hours in any given 12-consecutive-month period.

“**Clock-interval**” means a time interval based on the division of an hour from the beginning of a clock-hour and each subsequent consecutive clock interval thereafter in that hour. For Customers that have billing demands determined from 30-Minute clock-intervals that do not begin at the top or bottom of an hour, all clock-hours will be deemed to begin from the amount of the offset.

“**Company Power Contract**” means the contract between Company and Distributor under which Company purchases power and energy.

“**Contract Demand**” means Company's maximum demand requirements during applicable time periods as provided under the Company Power Contract. Such applicable time periods, if not 24 hours per day, are specified in the Rate Schedule.

“**CPT**” (Central Prevailing Time) means either Central Standard Time or Central Daylight Time, whichever is currently applicable.

“**Demand Ratchet**” means the calculation in the Rate Schedule which establishes the level below which Company's billing demand cannot fall.

“**Economic Interruption**” means an Interruption that TVA determines, in its sole judgment, is necessary to reduce or avoid costs in operating the TVA system or the IP Product.

“**Effective Date**” means the date specified by TVA, in Section H of the IP Product Agreement, on which the IP Product Agreement becomes effective.

“**Excess Demand**” means any amount of Metered Demand that is greater than the applicable Contract Demand for the Clock-interval.

“**Interruptible Demand**” means the amount by which any Metered Demand, minus any Excess Demand, exceeds the Protected Demand.

“**Interruption**” means any TVA designated time period during which Company must cease taking Interruptible Demand.

“**Metered Demand**” means Company's metered power demand. Metered demand may be determined on a 30-Minute or 5-Minute basis, as applicable, and be adjusted for any transmission and distribution losses. However, if the Rate Schedule provides for a measured demand, Metered Demand will be deemed to be higher of the metered power demand or the measured power demand.

“Non-Compliant Interval” means any 5-Minute or 30-Minute Clock-interval during an Interruption when the Metered Demand exceeds the applicable Protected Demand.

“Peak Hours” means the peak hours set forth in section 5.2.

“Performance Factor” means the percentage calculated under subsection 1.5.1.

“IP Product Agreement” means the agreement signed by Company’s authorized representative, Distributor, and TVA, and includes the IP Product Terms and Conditions, any attachments to the IP Product Agreement, and any subsequent supplements, amendments, or adjustments to the IP Product Agreement and Terms and Conditions.

“Product Website” means the website(s) or application(s) utilized by TVA to provide IP Product information.

“Protected Demand” means the Metered Demand amounts designated by Company in the IP Product Agreement which Company must not exceed during an Interruption.

“Rate Schedule” means Distributor’s rate schedule applicable for billing Company under the Company Power Contract, as it may be modified, changed, replaced, or adjusted from time to time as provided under the contractual arrangements between Distributor and TVA (together with the currently effective Adjustment Addendum).

“Reliability Interruption” means an Interruption that TVA determines, in its sole judgment, is necessary or appropriate to address the reliability of the TVA system or the reliability of any portion of the TVA system.

“Summer Period” means the months of June, July, August, and September.

“Terms and Conditions” means all IP Product obligations provided in this document and any attachments, or any subsequent agreements that supplement or amend this document.

“Test Interruption” means an Interruption of no more than two (2) hours that TVA determines, in its sole judgment, is necessary to assess the reliability of Company’s response to Reliability Interruptions. Test Interruptions may be designated by TVA at any time.

“Transition Period” means the months of April, May, October, and November.

“Wholesale Rate Schedule” means the wholesale rate schedule in the Schedule of Rates and Charges to the Wholesale Power Contract between Distributor and TVA.

“Winter Period” means the months of December, January, February, and March.

**Schedule of Credits and Charges – Fixed Term Product
(October 1, 2015)**

TVA Administrative Cost Charges

For companies served under a Rate Schedule that includes an administrative charge:
\$350 per month.

For companies served under a Rate Schedule that does not include an administrative charge:
\$700 per month.

These TVA administrative cost charges are in addition to any of Distributor's administrative cost charges.

Demand Credits

Demand Credit Amount (DCA)

The credits below correspond to the Company's selected IP Product features as set forth in the IP Product Agreement.

DCA (\$/kW)		
IP5 1-year Termination Option	IP5 3-year Termination Option	IP30 3-year Termination Option
5.20	5.20	5.25

Energy Credits

Energy credit amount (ECA) is the official NYMEX Henry Hub final settlement posted price for the NYMEX natural gas futures contract for the month in which the Interruption occurred.

Heat Rate is 10,000 BTU per kWh

Underperformance Charges

"UP multiplier" is the higher of (1) \$0.10 per kWh or (2) TVA's hourly Top Cost for each clock-hour in which curtailment occurs.

Top Cost means TVA's projected hour ahead cost for supplying the last 100 MW of the total amount of the entire load which TVA projects it will be serving in that hour (including both native system load and off-system load to be supplied by TVA under exchange arrangements).

STARKVILLE ELECTRIC DEPARTMENT

MANUFACTURING SERVICE RATE--SCHEDULE MSB

(October 2015)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 5,000 kW but not more than 15,000 kW, and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For all customers transitioning from seasonal demand and energy service under an existing power contract, the onpeak contract demand and offpeak contract demand will be the contract demand provided under their current power contract.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge: \$1,500 per delivery point per month

Administrative Charge: \$350 per delivery point per month

Demand Charges:

Summer Period

Onpeak Demand \$8.72 per kW of onpeak billing demand per month, plus

Maximum Demand \$2.05 per kW per month of maximum billing demand, plus

Excess Demand \$8.72 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Winter Period

Onpeak Demand \$7.90 per kW of onpeak billing demand per month, plus

Maximum Demand \$2.05 per kW per month of maximum billing demand, plus

Excess Demand \$7.90 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Transition Period

Onpeak Demand \$7.90 per kW of onpeak billing demand per month, plus

Maximum Demand \$2.05 per kW per month of maximum billing demand, plus

Excess Demand \$7.90 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Non-Fuel Energy Charge:

Summer Period

Onpeak 4.917¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.790¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2	0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy
Winter Period	
Onpeak	3.947¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	2.980¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy
Transition Period	
Onpeak	3.054¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	3.054¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 3	0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

For the Summer Period, Winter Period, and Transition Period, the offpeak Block 1 nonfuel energy rate shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Adjustment

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

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of

(1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

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

Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and provided further that onpeak hours shall not include hours that fall on November 1 of each year when November 1 falls on any day other than Monday, Onpeak hours for each day shall for purposes of this rate schedule be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November, and December. For all other hours of each day and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

Distributor shall require contracts for all service provided under this rate schedule. The contract shall be for an initial term of at least 5 years and any renewals or extensions of the initial contract shall be for a term of at least 1 year; after 10 years of service, any such contract for the renewal or extension of service may provide for termination upon not less than 4 months' notice. The customer shall contract for its maximum requirements, which shall not exceed the amount of power capable of being used by customer, and Distributor shall not be obligated to supply power in greater amount at any time than the customer's currently effective onpeak or offpeak contract demand. If the customer uses any power other than that supplied by Distributor under this rate schedule, the contract may include other special provisions. The rate schedule in any power contract shall be subject to adjustment, modification, change, or replacement from time to time as provided under the power contract between Distributor and TVA.

Payment

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

Single-Point Delivery

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

_____ Service is subject to Rules and Regulations of Distributor.

CITY OF STARKVILLE COVERSHEET

AGENDA ITEM NO:
AGENDA DATE: December 5, 2017
PAGE: 1

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to replace Weavexx existing GSA-3 rate agreement with TDMSA.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Utilities

DIRECTOR'S

AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Move to authorize Starkville Utilities to replace Weavexx existing GSA-3 rate agreement with TDMSA.

POWER SUPPLY CONTRACT

Date: _____

Contract No. 020118-2

THIS POWER SUPPLY CONTRACT, made and entered into by and between **Weavexx LLC** (Customer), a corporation created, organized and existing under and by virtue of the laws of the State of Delaware; and **CITY OF STARKVILLE, MISSISSIPPI** (Distributor), a municipal corporation created and existing under and by virtue of the laws of the State of Mississippi;

W I T N E S S E T H:

WHEREAS, Customer has been purchasing power from Distributor under for the operation of Customer's plant near Starkville, Mississippi; and

WHEREAS the Customer has requested a new Contract providing for firm contract demand for supply of electric power and energy for operation of the plant; and

WHEREAS, Distributor and Customer wish to agree upon the terms and conditions under which electric power and energy will continue to be made available by Distributor to Customer;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1 **SCOPE**

Distributor will supply electric power and energy to Customer, and Customer will purchase, receive and pay Distributor for such electric power and energy in accordance with this Contract.

ARTICLE 2 **RULES AND REGULATIONS**

The electric power and energy made available to the Customer by the Distributor under this Contract shall be delivered, taken, and paid for in accordance with the terms of this Contract and the Distributor's Schedule of Rules and Regulations (as amended, supplemented, or replaced), attached hereto and hereby made a part hereof. In the event of any conflict between the provisions of the Rules and Regulations and the other provisions of this Contract, the latter shall control.

ARTICLE 3
EFFECTIVE DATE, TERM AND TERMINATION

3.1 - Effective Date

This Contract shall become effective as of 0000 hours Central Prevailing Time on February 1, 2018.

3.2 - Term and Termination of Contract

Contract shall continue in effect for an initial term of five (5) years beginning on the Effective Date and may be terminated by either party following two (2) years written notice to the other party. Such two (2) year notice to terminate can be given at any time following year three (3) of the initial term.

Further, it is also expressly recognized that this Contract may be terminated by Distributor, or power supply from Distributor under this Contract may be suspended, in accordance with the Rules and Regulations of the Distributor.

If Customer should give notice of termination hereunder, Distributor shall be under no obligation from the date of receipt of such notice to make or complete any additions to or changes in any transformation or transmission facilities for service to Customer unless Customer agrees to reimburse Distributor for its non-recoverable costs in connection with the making or completion of such additions or changes.

ARTICLE 4
AVAILABILITY OF POWER

Subject to other Provisions of this Contract, including its attachments and the Distributor's Schedule of Rules and Regulations, Distributor shall make firm power available to Customer in the amount of the Firm Contract Demand designated below.

Firm Contract Demand: 2,600 kW

ARTICLE 5
RATES

Attached hereto and hereby made a part hereof is Distributor's Manufacturing Service Rate, Schedule TDMSA, which is Distributor's currently effective time-of-use rate schedule applicable to customers contracting for electric service above 1,000 KW but not more than 5,000 KW demand. The power and energy made available for Customer hereunder shall be purchased and paid for by Customer in accordance with the provisions of said rate schedule, as modified or replaced from time to time by agreement between Distributor and TVA.

The minimum monthly bill for power and energy hereunder shall be determined in accordance with the paragraph of said rate schedule entitled "Minimum Bill".

In case of conflict between the Applicable Rate Schedule and the body of this Contract or the Rules and Regulations, either the body of this Contract, or the Rules and Regulations, as the case may be, shall control.

ARTICLE 6

CONDITIONS OF DELIVERY

6.1 - Delivery Point

The point of delivery for power and energy made available under this Contract shall be at:

- (a) Distribution Transformer Secondary Terminals

6.2 - Delivery Voltage and Frequency

The power made available at the delivery point specified in this contract shall be in the form of three-phase alternating current, 208 volts (for 208Y/120 volt services), 240 volts (for 240/120Δ services) and 480 volts (for 480Y/277 services) nominal, as applicable, and at a frequency of approximately 60 hertz. Except for temporary periods of abnormal operating conditions, voltage variations shall not exceed 7 percent up or down from a normal voltage to be determined from operating experience. Maintenance by Distributor at the Delivery Point of the above-stated frequency and voltage within the above-stated limits shall constitute availability of power for purposes of this Contract.

6.3 - Phase Balancing

Customer shall endeavor to take and use power and energy in such manner that the current will be reasonably balanced on all three phases. In the event that any check indicates that the current on the most heavily loaded phase exceeds the current on either of the other phases by more than 20 percent, Customer shall make at its expense, upon request by the Distributor, the changes necessary to correct the unbalanced condition. If an unbalanced condition is not corrected within 60 days, or such other period as may be agreed upon, Distributor may elect to meter the load on individual phases and compute the total demand as being equal to three times the maximum kW load on any phase. For all purposes under this contract, the load on any phase shall be the load measured by a wattmeter connected with its current coil in that phase wire and its potential coil connected between that phase wire and the neutral voltage point.

6.4 - Protective Equipment

Distributor shall not be obligated to provide equipment for the protection of Customer's lines, facilities, or equipment, but Distributor may provide such protective equipment as it deems necessary for the protection of its own property and operations. The electrical equipment installed by Customer shall, in Distributor's sole judgment, be capable of

satisfactory coordination with any protective equipment installed by Distributor. Customer shall exercise all reasonable precautions and install all equipment necessary to limit its total demand to the amount to which it is entitled under this contract.

6.5 - Facilities

Customer grants to Distributor for its use and without cost, such rights in, on, over, and across Customer's property as may be necessary or desirable in connection with the installation, maintenance, operation, repair, and replacement of any electrical facilities required to serve Customer. Notwithstanding anything in this Contract which might be construed to the contrary, any of the electric distribution facilities used in supplying power to Customer under this Contract may be used in serving other loads in any manner which Distributor may deem necessary or desirable.

6.6 - Distributed Generation

Separate Agreement is required by the Distributor prior to the Customer's interconnection of electric generation and related equipment (Distributed Generation) which is intended to operate in parallel with the Distributor's system.

Customer shall not interconnect Distributed Generation to the Distributor's system without the prior written consent of the Distributor.

Further, it is also expressly recognized if at any time Distributor, in its sole discretion, determines that the Customer's Distributed Generation may endanger Distributor's personnel or members of the general public, or may impair the integrity of Distributor's electric system, Distributor shall have the right to disconnect Customer's Distributed Generation from Distributor's system. Distributor shall not be obligated to compensate Customer for any loss of use of generation of energy during any and all periods of such disconnection.

6.7 - Metering

6.7.1 Determination of Power and Energy. Distributor shall be responsible for the installation and maintenance of the meters and associated equipment which in Distributor's judgment are needed to determine the amounts of power and energy used by Customer.

6.7.2 - Communication Circuit for Remote Access. It is recognized that remote communication access to the Distributor's revenue meter is necessary to facilitate billing under this Contract. Customer shall install and maintain a communication line and such communication equipment necessary for such access to the Distributor's revenue meter. This communication line and equipment shall be in accordance with the guidelines and specifications furnished or approved by the Distributor.

6.7.3 - Metering Outputs. Customer may desire access to "kyl" pulse metering outputs from the Distributor's metering installation for such purposes as monitoring and load control; Distributor is willing to make such access available to Customer. Accordingly, Distributor may, if requested by Customer in writing, provide and install at Customer's expense such additional facilities as are necessary for Customer to access "kyl" pulse metering outputs at the Distributor's metering installation.

6.7.3.1 Noninterference with Metering. In exercising access to metering outputs, Customer shall not interfere with any operation, use of, or access to the metering installation by Distributor or TVA. In this regard Customer agrees to immediately modify its facilities and operations in any manner as may be requested by Distributor or TVA to avoid any such interference.

6.7.3.2 No Warranty of Outputs. Neither Distributor nor TVA makes any statement, representation, claim, guarantee, assurance, or warranty of any kind whatsoever, including, but not limited to, representations or warranties, express or implied, (a) as to the accuracy or completeness of the metering outputs or as to such outputs' merchantability or fitness for any purposes for which Customer uses or will use them or (b) as to quantity, kind, character, quality, capacity, design, performance, compliance with specifications, condition, size, description of any property, merchantability, or fitness for any use or purpose of any facilities through which the metering outputs are supplied. Customer hereby waives, and releases Distributor, the United States of America, TVA, and their agents and employees from, any and all claims, demands, or causes of action, including, without limitation, those for consequential damages, arising out of or in any way connected with Customer's use of the metering outputs.

ARTICLE 7 **ASSIGNMENT OF CONTRACT**

Customer shall not assign this Contract without written consent of Distributor.

ARTICLE 8 **WAIVERS; SEVERABILITY**

8.1 Waiver. Any agreement on the part of either party to an extension or waiver of any provision hereof will be valid only if set forth in a written instrument signed on behalf of such party. A waiver by either party of the performance by the other party of any covenant, agreement, obligation, condition, representation, or warranty will not be construed as a waiver of any other covenant, agreement, obligation, condition, representation, or warranty. A waiver by either party of the performance by the other party of any act hereunder will not constitute a waiver of the performance of any other act or an identical act required to be performed by such other party at a later time.

8.2 Severability. The unenforceability of any provision hereof will not render unenforceable or impair the remainder of this Contract, which will be deemed amended to delete or modify, as necessary, the invalid or unenforceable provisions.

ARTICLE 9
PREVIOUS ARRANGEMENTS

Any effective Power Supply Contracts that may exist between Customer and Distributor are hereby terminated as of the Effective Date of this Contract.

ARTICLE 10
DUPLICATE ORIGINALS

Any number of duplicate originals of this Contract may be executed, and all such duplicates shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives as of the day and year first above written.

Weavexx LLC

By _____

Title:

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title:

STARKVILLE ELECTRIC DEPARTMENT

MANUFACTURING SERVICE RATE--SCHEDULE TDMSA

(October 2015)

Availability

This rate shall apply to the firm electric power requirements where (a) a customer's currently effective onpeak or offpeak contract demand, whichever is higher, is greater than 1,000 kW but not more than 5,000 kW, and (b) the major use of electricity is for activities conducted at the delivery point serving that customer which are classified with a 2-digit Standard Industrial Classification Code between 20 and 39, inclusive, or classified with 2002 North American Industry Classification System (NAICS) code 5181, or 2007 NAICS codes 5182, 522320, and 541214.

Prior to initially taking any service under this schedule, and from time to time thereafter as may be required by Distributor or the Tennessee Valley Authority (TVA), a customer shall certify to both Distributor and TVA that it meets the requirements set forth in condition (b) above. The certification form to be used shall be (i) furnished or approved by TVA, (ii) provided by Distributor to the customer, and (iii) signed and promptly returned by the customer to Distributor. Further, such customer shall promptly certify any change in the status of any of the information contained in the certification form to Distributor.

Service during any period for which a customer does not meet the eligibility requirements set forth in condition (b) above will be made available by Distributor under, and billed in accordance with, the applicable General Power schedule.

Unless otherwise provided for in a written agreement between TVA and the distributor providing service under this rate schedule, for customers served under this rate schedule, the customer's "meter-reading time" shall be 0000 hours CST or CDT, whichever is currently effective, on the first day of the calendar month following the month for which a bill under this rate schedule is being calculated. Further, in accordance with TVA furnished or approved guidelines or specifications, TVA shall have unrestricted remote access to the metering data at all times, as well as unrestricted physical access to the metering facilities for the purpose of confirming remotely-accessed data during such periods as are specified by TVA.

For all customers transitioning from seasonal demand and energy service under an existing power contract, the onpeak contract demand and offpeak contract demand will be the contract demand provided under their current power contract.

For a customer requesting that its onpeak contract demand be different from its offpeak contract demand, this rate schedule shall be available only for (1) a new contract, (2) a replacement or renewal contract following expiration of the existing contract, or (3) a replacement or renewal contract or an amended existing contract in which the customer is increasing its demand requirements above the existing contract demand level, but under this item (3) neither the new onpeak nor the new offpeak contract demand shall be lower than the customer's existing contract demand.

Character of Service

Alternating current, single- or three-phase, 60 hertz. Power shall be delivered at a transmission voltage of 161 kV or, if such transmission voltage is not available, at the highest voltage available in the vicinity, unless at the customer's request a lower standard voltage is agreed upon.

Base Charges

Customer Charge: \$1,500 per delivery point per month

Administrative Charge: \$350 per delivery point per month

Demand Charges:

Summer Period

Onpeak Demand	\$8.72 per kW of onpeak billing demand per month, plus
Maximum Demand	\$3.18 per kW per month of maximum billing demand, plus
Excess Demand	\$8.72 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Winter Period

Onpeak Demand	\$7.90 per kW of onpeak billing demand per month, plus
Maximum Demand	\$3.18 per kW per month of maximum billing demand, plus
Excess Demand	\$7.90 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Transition Period

Onpeak Demand	\$7.90 per kW of onpeak billing demand per month, plus
Maximum Demand	\$3.18 per kW per month of maximum billing demand, plus
Excess Demand	\$7.90 per kW per month of the amount, if any, by which (1) the customer's onpeak billing demand exceeds its onpeak contract demand or (2) the customer's offpeak billing demand exceeds its offpeak contract demand, whichever is higher.

Non-Fuel Energy Charge:

Summer Period

Onpeak	4.724¢ per kWh per month for all metered onpeak kWh, plus
Offpeak	
Block 1	2.597¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus
Block 2	0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Winter Period

Onpeak 3.753¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.786¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

Transition Period

Onpeak 2.860¢ per kWh per month for all metered onpeak kWh, plus

Offpeak

Block 1 2.860¢ per kWh per month for the first 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 2 0.262¢ per kWh per month for the next 200 hours use of metered onpeak demand multiplied by the ratio of offpeak energy to total energy, plus

Block 3 0.044¢ per kWh per month for the hours use of metered onpeak demand in excess of 400 hours multiplied by the ratio of offpeak energy to total energy

For the Summer Period, Winter Period, and Transition Period, the offpeak Block 1 nonfuel energy rate shall be applied to the portion, if any, of the minimum offpeak energy takings amount that is greater than the metered energy.

Adjustment

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

Facilities Rental Charge

There shall be no facilities rental charge under this rate schedule for delivery at bulk transmission voltage levels of 161 kV or higher. For delivery at less than 161 kV, there shall be added to the customer's bill a facilities rental charge. This charge shall be 36¢ per kW per month except for delivery at voltages below 46 kV, in which case the charge shall be 93¢ per kW per month for the first 10,000 kW and 73¢ per kW per month for the excess over 10,000 kW. Such charge shall be applied to the higher of (1) the highest billing demand established during the latest 12-consecutive-month period or (2) the customer's currently effective onpeak or offpeak contract demand, whichever is higher, and shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Reactive Demand Charges

If the reactive demand (in kVAR) is lagging during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's highest metered demand occurs, there shall be added to the customer's bill a reactive charge of \$1.46 per kVAR of the amount, if any, by which the reactive demand exceeds 33 percent of such metered demand. If the reactive demand (in kVAR) is leading during the 30-consecutive-minute period beginning or ending on a clock hour of the month in which the customer's lowest metered demand (excluding any metered demands which are less than 25 percent of the highest metered demand) occurs, there shall be added to the customer's bill a reactive charge of \$1.14 per kVAR of the amount of reactive demand. Such charges shall be in addition to all other charges under this rate schedule, including minimum bill charges.

Determination of Seasonal Periods

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

Determination of Onpeak and Offpeak Hours

Except for Saturdays and Sundays and the weekdays that are observed as Federal holidays for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and provided further that onpeak hours shall not include hours that fall on November 1 of each year when November 1 falls on any day other than Monday, Onpeak hours for each day shall for purposes of this rate schedule be from 1 p.m. to 7 p.m. during the months of April, May, June, July, August, September and October and from 4 a.m. to 10 a.m. during the months of January, February, March, November, and December. For all other hours of each day and all hours of such excepted days shall be offpeak hours. Such times shall be Central Standard Time or Central Daylight Time, whichever is then in effect. Said onpeak and offpeak hours are subject to change by TVA. In the event TVA determines that such changed onpeak and offpeak hours are appropriate, it shall so notify Distributor at least 12 months prior to the effective date of such changed hours.

Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts

The onpeak and offpeak kWh for any month shall be the energy amounts taken during the respective hours of the month designated under this rate schedule as onpeak and offpeak hours; provided, however, that notwithstanding the metered energy amount, the offpeak energy for any month shall in no case be less than the product of (1) the offpeak billing demand as calculated in the last paragraph below and (2) 110 hours (reflecting a 15 percent load factor applied to the average number of hours in a month).

Distributor shall meter the onpeak and offpeak demands in kW of all customers taking service under this rate schedule. The onpeak metered demand and offpeak metered demand for any month shall be determined separately for the respective hours of the month designated under this rate schedule as onpeak and offpeak hours and, in each case, shall be the highest average during any 30-consecutive-minute period beginning or ending on a clock hour.

Except as provided below, (1) the onpeak billing demand shall be the highest onpeak metered demand in the month, (2) the offpeak billing demand shall be the highest offpeak metered demand in the month, and (3) the maximum billing demand shall be the higher of the onpeak billing demand or offpeak billing demand in the month.

The onpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective onpeak contract demand or the highest onpeak billing demand established during the preceding 12 months.

The offpeak billing demand shall in no case be less than the sum of (1) 30 percent of the first 5,000 kW and (2) 40 percent of any kW in excess of 5,000 kW of the higher of the currently effective offpeak contract demand or the highest offpeak billing demand established during the preceding 12 months.

Minimum Bill

The monthly bill under this rate schedule, excluding any facilities rental charges and any reactive charges, shall not be less than the sum of (1) the base customer charge and administrative charge, (2) the portion of the base demand charge, as adjusted, applicable to onpeak billing demand applied to the customer's onpeak billing demand, (3) the portion of the base demand charge, as adjusted, applicable to maximum billing demand applied to the customer's maximum billing demand, (4) the base onpeak energy charge, as adjusted, applied to the customer's onpeak energy takings, and (5) the base offpeak energy charge, as adjusted, applied to the higher of customer's actual offpeak energy takings or the minimum offpeak energy takings amount provided for in the first paragraph of the section of this rate schedule entitled "Determination of Onpeak and Offpeak Demands, Maximum Metered Demand, and Energy Amounts". Notwithstanding the foregoing, amounts calculated under any fuel cost adjustment that is included in the Adjustment Addendum shall not be applied to any billed offpeak energy that exceeds the metered offpeak energy.

Excess demand charges are excluded from this calculation.

Distributor may require minimum bills higher than those stated above, including, without limitation, charges to cover any additional metering and related costs.

Contract Requirement

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

After having received service for at least 1 year under this rate schedule, the customer, subject to appropriate amendments in its power contract with Distributor, may receive service under the General Power Rate--Schedule GSA. In such case the term of the power contract shall remain the same and the contract demand for service under the General Power Rate--Schedule GSA shall not be less than the onpeak contract demand in effect when service was taken under this rate schedule.

Payment

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

Single-Point Delivery

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

_____ Service is subject to Rules and Regulations of Distributor.