



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
December 19, 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

RECESS MEETING OF TUESDAY, DECEMBER 19, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENT ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF NOVEMBER 21, 2017 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. PUBLIC HEARING OF CU 17-08 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A PARKING LOT AT 609 GILLESPIE STREET IN AN C-2 ZONE WITH THE PARCEL NUMBER 101D-00-313.00

B. PUBLIC HEARING OF VA 17-17 A REQUEST BY SAUNDERS RAMSEY ON BEHALF OF OCEDA/CITY OF STARKVILLE AND OKTIBBEHA COUNTY FOR VARIANCE RELIEF FROM STREET WIDTH AND STREET STANDARDS REQUIREMENTS FOR A PROPOSED INDUSTRIAL PARK IN AN M-1 ZONE WITH THE PROPERTY #115-21-007.01, 115-21-007.00, AND 115-21-010.02

IX. MAYOR'S BUSINESS

A. APPROVAL OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH MISSISSIPPI DEPARTMENT OF TRANSPORTATION (MDOT) FOR LANDSCAPING HIGHWAY 12 MEDIANS: SP-0018-03(025) LPA/107158.

B. CONSIDERATION OF MAYOR SPRUILL AND ALDERMEN CARVER, SISTRUNK, LITTLE, MILLER AND VAUGHN ATTENDANCE AT 2018 MID-WINTER LEGISLATIVE CONFERENCE TO BE HELD IN JACKSON, MS JANUARY 9-11, 2018.

C. CONSIDERATION OF AN APPLICATION FOR THE ASSIGNMENT / TRANSFER OF THE NEW ENTERPRISE EXEMPTION FROM AD VALOREM PROPERTY TAXES PREVIOUSLY GRANTED TO END DECEMBER 31, 2025, TO THE CLAIBORNE AT ADELAIDE, LLC, UNDER § 27-31-101, *ET SEQ.*, OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

D. CONSIDERATION TO APPROVE A 10% PAY INCREASE FOR THE MUNICIPAL COURT CLERK OF THE MUNICIPAL COURT DEPARTMENT EFFECTIVE DECEMBER 20, 2017.

E. CONSIDERATION OF APPROVING THE APPLICATION FOR A WALMART GRANT FOR FUNDING RECREATIONAL OPPORTUNITIES UNDER A QUALITY OF LIFE STATUS.

X. BOARD BUSINESS

A. DISCUSSION AND CONSIDERATION OF CALLING TWO PUBLIC HEARINGS FOR AN ORDINANCE REVISION TO AMEND THE ZONING DISTRICT REGULATIONS TO ALLOW THE USE OF EIFS.

B. 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.

C. DISCUSS AND CONSIDER APPROVAL OF FY 2017-18 SALARY ADJUSTMENTS FOR EMPLOYEES IDENTIFIED IN PHASE 1 AND PHASE 2 THAT RESULTED FROM THE PAY STUDY TO BE EFFECTIVE AT THE PAY PERIOD BEGINNING JANUARY 15, 2018 AND PHASE 2 TO BE DETERMINED AT A LATER DATE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. REQUEST AUTHORIZATION TO REENTER INTO THE GOLD SERVICE AGREEMENT BETWEEN QT POD AND THE CITY OF STARKVILLE FOR SUPPORT ON THE SELF-SERVE AVIATION CREDIT CARD TERMINAL FOR A TERM OF ONE YEAR IN THE AMOUNT OF \$995.00.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. DISCUSSION AND CONSIDERATION OF CU 17-08 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR A PARKING LOT AT 609 GILLESPIE STREET IN AN C-2 ZONE WITH THE PARCEL NUMBER 101D-00-313.00
- b. DISCUSSION AND CONSIDERATION OF VA 17-17 A REQUEST BY SAUNDERS RAMSEY ON BEHALF OF OCEDA/CITY OF STARKVILLE AND OKTIBBEHA COUNTY FOR VARIANCE RELIEF FROM STREET WIDTH AND STREET STANDARDS REQUIREMENTS FOR A PROPOSED INDUSTRIAL PARK IN AN M-1 ZONE WITH THE PROPERTY #115-21-007.01, 115-21-007.00, AND 115-21-010.02
- c. DISCUSSION AND CONSIDERATION OF PP 17-11 A REQUEST FOR PRELIMINARY PLAT APPROVAL FOR SUBDIVIDING 348.81 PARCEL INTO 3 LOTS FOR A PROPOSED INDUSTRIAL PARK. THE PROPERTY IS LOCATED AT 1629 HWY 389 IN A M-1 ZONE WITH THE PARCEL NUMBER 115-21-007.01, 115-21-007.00, AND 115-21-010.02

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 DECEMBER 12, 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 NOVEMBER 2017 FINANCIAL STATEMENT.
3. REQUEST APPROVAL OF CANNON COPIER LEASE AGREEMENT.
4. CONSIDERATION TO APPROVE THE LIST OF STARKVILLE POLICE DEPARTMENT UNMARKED CARS FOR FISCAL YEAR 2018.

5. CONSIDERATION OF AUTHORIZATION FOR JAMEIKA SMITH TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE MASTER LEVEL COURSES IN BUSINESS ADMINISTRATION WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,500.00 PER SEMESTER AND TO REIMBURSE HER FOR THE APPROVED COURSES COMPLETED IN THE FALL 2017 SEMESTER IN THE AMOUNT OF \$1,148.50.

F. FIRE DEPARTMENT

1. REQUEST AUTHORIZATION OF PAYMENT TO COLEMAN NORMAN FOR EDUCATIONAL REIMBURSEMENT IN THE AMOUNT OF \$450.00.

G. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

H. PARKS

1. REQUEST APPROVAL TO ADVERTISE FOR PROPOSALS FOR CONCESSION SERVICES.

I. PERSONNEL

1. REQUEST AUTHORIZATION TO HIRE TRISTAN MORGAN GREENE, AS A MAINTENANCE WORKER I FOR THE UTILITIES DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE TARA MCDONALD, AS A PART-TIME INTERN FOR THE FINANCE AND ADMINISTRATION DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE AMY COUNTERMAN, AS THE TEMPORARY FULL-TIME CODE ENFORCEMENT OFFICER IN THE COMMUNITY DEVELOPMENT DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE CALVIN WATERS, AS CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

J. POLICE DEPARTMENT

1. REQUEST APPROVAL FOR THE STARKVILLE POLICE DEPARTMENT TO TRADE 65 WEAPONS, AND REMOVE FROM INVENTORY, GLOCK MODEL 22 HANDGUNS AND PURCHASE 65 NEW GLOCK MODEL 17 HANDGUNS FROM THE SOUTHERN CONNECTION POLICE SUPPLY, THE LOWER OF TWO QUOTES.

2. CONSIDERATION TO ALLOW CORPORAL CHRIS JACKSON, TO ATTEND MANAGING THE PROPERTY AND EVIDENCE ROOM TRAINING, WHICH WILL BE HELD IN BIRMINGHAM ALABAMA FROM JANUARY 16-17, 2018 AT A TOTAL COST NOT TO EXCEED \$625.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO INITIATE A TASK ORDER WITH VOLKERT FOR DISTRIBUTION SYSTEM HYDRAULIC MODEL DEVELOPMENT AND EVALUATION FOR STARKVILLE UTILITIES WATER DISTRIBUTION SYSTEM.
2. REQUEST AUTHORIZATION TO BEGIN THE PROCUREMENT PROCESS FOR ENGINEERING SERVICES FOR THE STARKVILLE ROUNDHOUSE ROAD SEWER CDBG PROJECT.
3. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE TO REPAIR A 50HP FAIRBANKS MORSE PUMP FROM ELECTRIC MOTOR SALES & SERVICE AT A PRICE OF \$7,568.34.
4. REQUEST AUTHORIZATION FOR THE CITY OF STARKVILLE TO EXECUTE AGREEMENT WITH CLEARWATER CONSULTING FOR ENGINEERING SERVICES ASSOCIATED WITH AN AGREED ORDER OF CONSENT WITH THE ENVIRONMENTAL PROTECTION AGENCY FOR SYSTEM MODIFICATION AND IMPROVEMENTS TO THE STARKVILLE MUNICIPAL WASTEWATER COLLECTION SYSTEM.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JANUARY 2, 2018 @ 5:30 IN THE COURT ROOM AT AT 110 WEST MAIN STREET.

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



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

AGENDA ITEM: MINUTES

AGENDA DATE: 12-19-17

PAGE: 1 of several

SUBJECT: Request approval of the minutes of the November 21, 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 21, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
The City of Starkville, Mississippi
November 21, 2017**

Be it remembered that the Mayor and Board of Alderman met in a Recess Meeting on November 21, 2017 at 5:30 p.m. in the Courtroom 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, Roy A.' Perkins and Henry Vaughn, Sr. Alderman Ben Carver attended telephonically. 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 X. C. be removed from the agenda in that the item is not ready to go forward at this time.

X. C. 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 Vaughn requested the following two items be removed from the proposed Consent Agenda:

IX. D. CONSIDERATION OF THE APPROVAL OF A COMPLETE STREETS POLICY.

X. B. CONSIDERATION OF APPROVING A LOCATION FOR A PROTOTYPE TACTICAL URBANISM PROJECT ON UNIVERSITY DRIVE IN FRONT OF THE OKTIBBEHA COUNTY LIBRARY.

There being no objections, these revisions were added to the 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 21, 2017 Agenda. Mayor Spruill then read the consented items after which the Board voted by roll call vote as follows:

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

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

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

**RECESS MEETING OF TUESDAY, NOVEMBER 21, 2017
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENT ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

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

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

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

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

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

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

IX. MAYOR'S BUSINESS

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

B. CONSIDERATION OF APPROVING A MAYOR'S MURAL PROGRAM FOR PUBLIC SPACES

IN THE CITY OF STARKVILLE.

C. CONSIDERATION OF APPROVING AN ANNEXATION STUDY AREA AS PRESENTED BY SLAUGHTER AND ASSOCIATES.

D. CONSIDERATION OF THE APPROVAL OF A COMPLETE STREETS POLICY.

E. CONSIDERATION OF THE TRANSFER OF A 2013 FORD EXPLORER VIN# 1FM5K8AR1DGCO6898 FROM STARKVILLE MAYOR INVENTORY TO STARKVILLE PARK AND RECREATION INVENTORY.

X. BOARD BUSINESS

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

B. CONSIDERATION OF APPROVING A LOCATION FOR A PROTOTYPE TACTICAL URBANISM PROJECT ON UNIVERSITY DRIVE IN FRONT OF THE OKTIBBEHA COUNTY LIBRARY.

XI. DEPARTMENT BUSINESS

A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

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

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

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

A. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

B. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA.

C. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 13, 2017 FOR FISCAL YEAR ENDING 9/30/18, ACKNOWLEDGING THAT THE CITY CLERK HAS ATTESTED AND CERTIFIED ON THE COVER OF THE CLAIMS DOCKET THAT ALL CLAIMS ON THE DOCKET ARE TRUE, ACCURATE, LAWFUL AND PROPER TO THE BEST OF HER KNOWLEDGE, FOR PAYMENT PURSUANT TO HER DUTIES UNDER MISS. CODE SECTIONS 21-39-5, 21-39-7, 21-39-17 AND 21-15-21.

2. REQUEST ACCEPTANCE OF OCTOBER 2017 FINANCIAL STATEMENT.

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

D. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

E. HUMAN RESOURCE DEPARTMENT

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

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

F. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

G. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE NEW STARKVILLE PARKS AND RECREATION FIELD USE AGREEMENT FOR SINGLE-DAY AND MULTI-DAY TOURNAMENTS.

2. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS AND RECREATION, AND STARKVILLE ACADEMY FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.

3. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS AND RECREATION AND STARKVILLE SOCCER ASSOCIATION FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.

H. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO TRANSFER A 2005 FORD F-150 TO THE CITY OF STARKVILLE SANITATION DEPARTMENT, VIN# 1FTRX12W36NA41549, AND REMOVE FROM THE STARKVILLE POLICE DEPARTMENT'S PROPERTY.

2. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2017 WINTER EDUCATIONAL CONFERENCE, IN STARKVILLE, MS ON DECEMBER 12-15, 2017 AT A COST OF \$325.00.

I. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

J. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE EQUIPMENT AND SERVICES AT A COST OF \$37,725.00 FOR SEDC'S METER DATA MANAGEMENT SYSTEM (MDM) AS PART OF AN ONGOING INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS AT THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.

2. REQUEST AUTHORIZATION TO PURCHASE THE FINAL EQUIPMENT NEEDED AT A TOTAL COST OF \$48,340.00 TO COMPLETE CONVERSION TO SEDC'S MULTI-SERVICE PLATFORM, THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.

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

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

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. LAND ACQUISITION

XV. OPEN SESSION

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

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

Consent items 2 – 22:

2. CONSIDERATION OF THE MINUTES OF THE OCTOBER 13, 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 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the October 13, 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 17, 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 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the October 17, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF THE MINUTES OF THE NOVEMBER 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 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the November 3, 2017 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of proposed bollard plan” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF APPROVING A MAYOR’S MURAL PROGRAM FOR PUBLIC SPACES IN THE CITY OF STARKVILLE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of a Mayor’s mural program for establishing art projects around public spaces in the City of Starkville” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF THE TRANSFER OF A 2013 FORD EXPLORER VIN# 1FM5K8AR1DGCO6898 FROM STARKVILLE MAYOR INVENTORY TO STARKVILLE PARK AND RECREATION INVENTORY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the transfer of a 2013 Ford Explorer vin# 1FM5K8AR1DGCO6898 from Starkville Mayor inventory to Starkville park and recreation inventory” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of travel to Oxford, MS for Mike St. Louis to attend the Building Officials Association of Mississippi 2017 Winter Training Meeting with advance travel cost not to exceed \$550” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of FP 17-08 Final Plat approval for subdividing +-224.30-acre parcel into 4 lots as part of Phase I of Cornerstone Park located on the southwest corner of the intersection of MS Hwy 12 W and MS Hwy 25 Bypass in a M-1/C-2 zone with requested conditions” is enumerated, this consent item is thereby approved.

The proposed subdivision is named “Cornerstone Industrial Park- Phase 1”. The proposed subdivision is located in an M-1/C-2 zone. The proposed subdivision is located on the southwest corner of the intersection of MS Hwy 12 W and MS Hwy 25 Bypass. The Preliminary plat was approved by the Board of Alderman on August 21, 2007. The plat was reviewed at a special call Development Review Committee meeting on November 7, 2017. The Planning and Zoning Commission during a Special Call session voted unanimously to recommend approval of the Final Plat with the following Recommended Conditions:

Request Conditions from the Planning and Zoning Commission:

1. The final plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The final plat shall meet the minimum requirements for M-1 and C-2 dimensions.
3. Erosion control vegetation shall be established on all disturbed areas.
4. The applicant shall provide one paper copy of the recorded plat to the City, along with a digital copy in “AutoCAD” format in standard state plane coordinates.
5. The applicant shall provide “as-built” drawings of all infrastructure improvements (water, sewer, storm drainage, roadways, sidewalks, etc.) in “AutoCAD” format as well as a paper copy that is signed and sealed by a licensed design professional, guaranteeing accuracy.
6. The final plat shall be recorded at the Office of the Oktibbeha County Chancery Clerk within thirty (30) days of the approval by the Mayor and Board of Aldermen.
7. Approval to vary from the City of Starkville’s Code of Ordinances, Chapter 98, Article IV, Section 98-83, Paving and Street Construction that requires the developer provide a bond and maintain the public roadways as part of the Subdivision until 85% of the lots have received a certificate of occupancy. It is proposed to revise the 85% threshold to 17%, which would allow the developer to turn the public roadways over to the City for ownership, and maintenance after the final plat is executed.

10. CONSIDERATION OF ACCEPTANCE OF OCTOBER 2017 FINANCIAL STATEMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “acceptance of the October 2017 financial statement” is enumerated, this consent item is thereby approved.

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval for City Clerk / CFO Lesa Hardin to attend the Winter Education Municipal Clerk and Committee Session to be held December 13 – 15 in Jackson with a cost not to exceed \$400” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF APPROVAL TO HIRE DENISE MARBLE AS A PART TIME SECRETARY IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval to hire Denise Marble as a part time secretary in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

13. CONSIDERATION OF APPROVAL TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION & ENVIRONMENTAL SERVICES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval to advertise for a maintenance worker in the Sanitation & Environmental Services Department” is enumerated, this consent item is thereby approved.

14. CONSIDERATION OF THE APPROVAL OF THE NEW STARKVILLE PARKS AND RECREATION FIELD USE AGREEMENT FOR SINGLE-DAY AND MULTI-DAY TOURNAMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the new Starkville Parks and Recreation Field Use Agreement for single-day and multi-day tournaments” is enumerated, this consent item is thereby approved.



**BUILDING A HEALTHIER
COMMUNITY**

Daily/Tournament Field Usage Agreement

Starkville Parks and Recreation Department

I. FEES and CHARGES for FIELD USAGE:

Fees for field usage for tournaments includes the following charges:

- A. Field usage fee is \$150/day – includes initial game field prep and lights. \$150 discount per complex for multi-day use. McKee, Youth Softball Quad, Adult Softball Quad and the Soccer Complex are the available complexes.
 - a. Example: A user requesting the Youth Softball Quad and Adult Softball Quad would pay \$1,200 on the first day and \$900 on additional days.****
- B. \$250 deposit for each multi-day tournament. \$100 deposit for single-day tournament.**
- C. Hourly, non-prep rental rate is \$25/hour during daytime and \$50/hour if lights are needed.**
- D. The deposit must be paid in order to reserve the fields. All rental fees are due five (5) business days in advance of the rental.**
- E. Restroom service and trash pickup is included in the fee.**
- F. Additional game preparations are available for \$100 per field.**
- G. In the event of inclement weather that requires on-call staff to do an additional prep outside of standard working hours, the user will be charged for the cost of field supplies and staff time.**

II. BASIC USAGE INFORMATION:

- A. The individual or individuals in charge of a tournament must meet with representatives of the Starkville Parks and Recreation Department (“SPARD”) - Athletic and Park Operations Staff before the tournament to arrange all tournament and maintenance details (additional maintenance requirements such as additional prep during the tournament will be an extra charge to the user and must be arranged for in advance of the tournament per Section I). Please contact SPARD Director of Recreation and Sports or his/her designee at (662) 323-2294 to set up your meetings.**
- B. User should make all efforts to assist with trash cleanup. If the facility is damaged, the cost to repair will be deducted from the user’s deposit. If the repair amount exceeds the deposit, the user may be charged to cover the cost.**
- C. The user will pay \$150 per concession stand.**
- D. SPARD reserves the right to require the user to utilize volunteers or user’s own employees or agents for all other elements of the tournament.**

- E. City property is not to be tampered with. Replacement costs for missing or damaged property will be charged to the user. Absolutely no alcoholic beverages or tobacco products are allowed on the fields or in the dugouts at any time.
- F. Parking is allowed in designated areas only. Absolutely no vehicles are allowed on the fields or grass without express authorization. If event is utilizing golf carts, SPARD must be notified. Golf carts are not allowed on the fields.
- G. Transient Vendor permits must be obtained should the tournament director desire to have souvenir sales available throughout the duration of the tournament. Approval of vendor permits and post-event sales must be obtained from the SPARD Director of Recreation and Sports or his/her designee.
- H. **All tournament reservations, including deposit payment, must be made no less than ten (10) business days prior to the event. A tournament is not considered booked until the deposit is paid.**
- I. Tentative schedules must be forwarded to the SPARD by the fifth (5th) business day prior to the event with final schedules due at 9:00 a.m. two business days before the event.
- J. Scoreboards: Field usages will include availability of scoreboard controllers at no additional cost, if requested by the user.
- K. Keys: Keys may be checked out to the scorekeepers tower and concessions stands, if requested. If keys are checked out they must be returned by 12:00 p.m. on the next business day after the tournament concludes.

III. CANCELLATION:

- A. SPARD reserves the right to cancel field usage for any of the following reasons:
 - 1. Weather Conditions – at any time;
 - 2. Scheduling Conflicts;
 - 3. Field Conditions; or
 - 4. Field usage poses an unreasonable risk to the public health, safety or welfare.
- B. Should the user choose to cancel the event, the deposit will be refunded per the following schedule:
 - 1. Three (3) Months or more prior to event - 100% refund
 - 2. More than one (1) month but less than three (3) months prior to event – 50% refund
 - 3. Less than one (1) month prior to the event – no refund.
 - 4. If the user wishes to reschedule the tournament, the request to reschedule must be made in at least one (1) month prior to the tournament date. Failure to do so may result in the user forfeiting its original deposit and having to make another.

IV. SANCTIONING/INSURANCE REQUIREMENTS:

If the event is not sanctioned by an organization or governing body that provides insurance coverage to all participants, the **user is required** to procure and maintain, at its sole cost and expense for the duration of this Usage Agreement, **Commercial General Liability insurance** in the name of the **User**, for limits of not less than **\$1,000,000** for **personal injury, death, or property damage to rented property arising out of any one occurrence**. This insurance policy must cover, in addition to the general public, all event staff, as well as their support staff, and any other individual participating in or attending the event for

which the facility is rented. The insurance shall name the City of Starkville as additional insured and contain a waiver of subrogation in favor of the City of Starkville. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. **User** must furnish proof of coverage through a Certificate of Insurance no less than ten (10) business days before the event.

V. ADVANCED RESERVATIONS:

Reservations may be made up to one (1) calendar year in advance. All fees and applicable deposits must be paid according to Section I. (e.g. a reservation for a tournament scheduled for May 30, 2018 may be made beginning May 31, 2017). Usage dates will be booked on a first come, first served basis, and may be subordinate to City-sponsored events.

VI. The Tournament Reservation Application to which this Agreement relates is made a part of this Agreement as if recited in whole herein and is incorporated by reference thereto. In the event of a conflict between this Agreement and the application, the City shall resolve and interpret same.

VII. INDEMNIFICATION

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

VIII. RELEASE

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

As the User of the Starkville Athletic Fields(s) and the responsible party for the tournament, I fully understand and agree to adhere to all of the above terms and conditions of this Agreement and all applicable ordinances, resolutions, guidelines, policies, procedures and restrictions throughout the time of my usage/tournament.

Signature of User/Authorized Representative	Date
---	------

SPARD Signature of Approval Director of Recreation and Sports	Date
--	------

SPARD Signature of Approval Director of Maintenance	Date
--	------

SPARD Signature of Approval Director	Date
---	------

In keeping with our customer service attitude, we want to meet your needs. We realize not all tournaments are alike in format or structure. If you require further assistance outside the guidelines set forth in this agreement, please do not hesitate to contact our office. We appreciate your support.

In case of a service emergency during office hours please call: SPARD at 662-323-2294. After hours service emergencies contact SPARD On-Call Number at 662-341-0475. For all medical and security emergencies, please contact 911.

Tournament Reservation Application

Official Name of Tournament: _____

Estimated Number of Teams/Participants: _____ Estimated Spectators: _____

Tournament Entry Fee: _____

Contact Name: _____ Contact Phone: _____

Contact Email: _____ Tournament Website _____

Name and Mailing Address for Deposit return Check:

Month/Day(s): _____

Field(s):

Do you intend to have Vendors (circle one): YES / NO

Number of Vendors: _____ (all must register as a Transient Vendor with the City Clerk's office.
Call 662-323-2525 and ask for the City Clerk's office or access the packet online at
<http://www.cityofstarkville.org/DocumentCenter/View/2294>.)

Fees, including deposits: See below schedule.

<u>Deposit</u>	
\$250 Per Complex for multi-day tournaments, \$100 for single-day tournaments	
<u>Fees</u>	
Field Cost: \$150/field x _____ fields =	_____
Inclement weather prep* _____ =	_____
Non-Prep: \$25/hour (day) or \$50/hour (lights) _____	_____
Additional Prep: \$100/field x _____ fields =	_____
Concessions*: \$500 or 10% of sales =	_____
	Total: _____
*Inclement weather prep and Concessions may be paid after the tournament is complete	

As the User of the Starkville Athletic Fields(s) and the responsible party for the tournament, I fully understand and agree to adhere to all of the above guidelines, policies, procedures and restrictions throughout the time of my usage/tournament.

Name, Title

Date

15. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS AND RECREATION AND STARKVILLE ACADEMY FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the new Service Provider Agreement between Starkville Parks and Recreation and Starkville Academy for use of fields at the Starkville Sportsplex” is enumerated, this consent item is thereby approved.

(See agreement following this page)

16. CONSIDERATION OF THE APPROVAL OF THE NEW SERVICE PROVIDER AGREEMENT BETWEEN STARKVILLE PARKS AND RECREATION AND STARKVILLE SOCCER ASSOCIATION FOR USE OF FIELDS AT THE STARKVILLE SPORTSPLEX.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of the new Service Provider Agreement between Starkville Parks And Recreation and Starkville Soccer Association for use of fields at the Starkville Sportsplex is enumerated, this consent item is thereby approved.

(See agreement following this page)

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE ACADEMY**, herein after referred to as the "User."

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect for the duration of the 2017-2018 Starkville Academy Girls' and Boys' Soccer Seasons. The City will permit the User to use one multiuse field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 for the duration of the agreement, herein after referred to as the "Facility" for the purposes of practices and games for the Starkville Academy Boys' and Girls' Soccer teams. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

1.02 The schedule of facilities dates and times are attached at end of the agreement and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

1.03 In exchange for the above-referenced use of the Facility, the User shall pay the City the amount described below for the term of the agreement:

(a) One-thousand five-hundred and no/100 Dollars (\$1,500.00).

1.04 The User agrees that it will be solely responsible for the following items:

(a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility

(b) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(c) Paying for all damages related to and arising out of use of the Facility by the User

(d) Ensuring all team representatives have a current background check.

1.05 To maintain order and safety, the User will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

1.06 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

- (a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary
- (b) Cleaning and stocking of restrooms
- (c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the User
- (d) General grounds maintenance of Facility and City-installed equipment
- (e) Determining whether the Facility will be open or closed for the User's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The User agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

1.07 The User is prohibited from using personal equipment to perform maintenance on any City facilities.

1.08 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

1.09 The User is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the User.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance

coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

2.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and approved by the City before any use of the Facility commences.

ARTICLE III NON-DISCRIMINATION CLAUSE

The User hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE IV USE OF FACILITY KEYS

The City will issue key(s) to the User for and during the use of the Facility. The keys may not be reproduced or duplicated by the User. The User agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the User, the User agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

The User agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the User. This applies, but not limited, to any and all persons associated with the User who use the Facility or who attend the User's events at the Facility during the term of the Agreement. The User agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VI SCHEDULE OF ACTIVITIES

6.01 The User must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. This schedule of activities must include the following information:

- (a) Dates and times of scheduled games and practices
- (b) Identification of field(s) to be used

- (c) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

The User hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The User, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

The User shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the User's activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The User shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the User's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the User shall prohibit that individual from serving in any official capacity with the User's activities. Additionally, the User shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE IX INDEMNIFICATION

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

ARTICLE X RELEASE

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

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the User without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

1. Schedule of activities
2. User's Certificate of Insurance

STARKVILLE ACADEMY

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF STARKVILLE

By:_____

Mayor

Date:_____

APPROVED:

City Attorney

Date:_____

**STARKVILLE PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT**

This is an agreement by and between the **CITY OF STARKVILLE**, a Mississippi municipal corporation herein after referred to as the "City", by and through its authorized representative, and **STARKVILLE SOCCER ASSOCIATION**, a Mississippi **Nonprofit** herein after referred to as the "Association".

WHEREAS, the Association provides a form of recreation for the City of Starkville and the Oktibbeha County area; and

WHEREAS, the City desires to assist in providing such form of recreation to area residents;

NOW, THEREFORE, for and in consideration of the mutual promises recited herein, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

1.01 The term "Association" shall mean an entity organized under the laws of the State of Mississippi whose main purpose is to participate in athletic league games against athletic teams in the same athletic league at City Facilities. The Association shall offer divisions in age groups that adequately meet the needs of the community. If an age group is not offered but requested by the community, the Association shall make all efforts to add the requested age group in future seasons.

1.02 The term "City Facility or City Facilities or Facility" shall mean any athletic fields owned and operated by the City of Starkville.

1.03 The Term "Participant" shall mean any person whether individually or as part of a team that takes part in the Association's activities.

1.04 The term "Participant Fee" shall mean any consideration paid on the basis of individual registration.

**ARTICLE II
GENERAL TERMS**

2.01 This Agreement shall be in effect for a period of one (1) year. The City will permit the Association to use all necessary fields at the Starkville Sportsplex, located at 405 Lynn Lane, Starkville, MS 39759 for the purpose of organizing and implementing athletic leagues for practices and games to be played on City Facilities. While primary use by the Association shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities located at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time without cause with Thirty (30) days notice.

Contract No. _____

2.02 The schedule of facilities dates and times are attached and shall be subject to change at the discretion of the City. Both parties will review the requested facilities schedule at least thirty (30) days before each individual season begins.

2.03 In exchange for the above-referenced use of the Facility, the Association shall pay the City a participant fee in the amounts described below for each individual Season of play (e.g. Fall, Spring, Summer, etc.):

(a) Fifteen and no/100 Dollars (\$_15.00____) per player.

2.04 Participant fees as defined in paragraph 2.03 are to be paid within 30 days of registration..

2.05 The Association agrees that it will be solely responsible for the following items:

(a) Locking all doors to buildings and structures and securing all gates and other access points prior to leaving after each use of the Facility

(b) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility

(c) Paying for all damages related to and arising out of use of the Facility by the Association

(d) Assisting with minor soccer net repairs including, but not limited to, usage of zip ties to affix the soccer net to the goal frame.

2.06 To maintain order and safety, the Association will assign one person as an on-site representative during all scheduled uses of the Facility and provide the City contact information for the individual assigned.

2.07 The City agrees that it will be responsible for providing the following items during the term of this Agreement:

(a) Marking fields to proper dimensions prior to the first properly scheduled game of the season and remarking as necessary

(b) Cleaning and stocking of restrooms

(c) Installing nets, bases, and similar equipment related to the proposed use of Facility by the Association

(d) General grounds maintenance of Facility and City-installed equipment

(e) Determining whether the Facility will be open or closed for the Association's use because of inclement weather, damage to the Facilities, and other unforeseen acts of God and updating the City's pre-recorded telephone system, web page or other communication devices it may have in place to notify the public of such schedule changes. The Association agrees to abide by all rulings regarding whether the facility is open or closed, and will be held responsible for damages resulting from play that occurs on closed fields.

2.08 The Association is prohibited from using personal equipment to perform maintenance on any City facilities.

2.09 Priority usage of City facilities shall go to recreational leagues and teams, with all others including non-recreational, tournament teams receiving secondary priority.

2.10 The Association is prohibited from transferring use or renting out any city facility for profit. The City maintains the right to rent out all city facilities when not in use by the Association.

2.11 The Association acknowledges that the City may enter into agreements with other Associations, groups or other entities for use of City facilities, including the Starkville Sportsplex. The Association will make all efforts to accommodate requested adjustments to their schedule. The City shall have final say on scheduling of all facilities for any Associations, groups or other entities that request use.

2.12 In order for any individual to be eligible for a Board of Directors' position with the Association, they must have a minimum of one child that is an active participant in programs offered by the Association.

ARTICLE III INSURANCE REQUIREMENTS

3.01 During the term of this Agreement, the Association shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the Association, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The Association's insurance coverage shall be primary insurance with respect to the City, its officials, agents,

employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the Association's insurance and shall not contribute to it.

3.02 A certificate of insurance and copies of all endorsements shall be furnished to the City at the time of execution of this Agreement and is attached. Updated certificates of insurance shall also be provided by Association to the City at the start of each season.

ARTICLE IV NON-DISCRIMINATION CLAUSE

The Association hereby agrees to refrain from any activity in relation to use of the Facility that discriminates against any person or persons based upon race, color, creed, national origin, disability, religion, age, or sex, and in accordance with present federal and state laws.

ARTICLE V USE OF FACILITY KEYS

The City will issue key(s) to the Association for and during the use of the Facility. The keys may not be reproduced or duplicated by the Association. The Association agrees to return these keys to City within five working days after the conclusion of the term of this Agreement unless mutually agreed upon otherwise by the parties. Upon failure to return any of said keys issued by the City to the Association, the Association agrees to reimburse City for the cost to make new key(s) and install new lock(s).

ARTICLE VI REPAIRS AND DAMAGES TO FACILITIES

The Association agrees to be solely responsible for any and all damages related to and arising out of the use of the Facility during the term of this Agreement when the Facility is being used by the Association. This applies, but not limited, to any and all persons associated with the Association who use the Facility or who attend the Association's events at the Facility during the term of the Agreement. The Association agrees to be solely responsible for all repairs or costs of repairs to the Facility and for any and all related damages as set forth herein.

ARTICLE VII OFFICERS' NAMES AND SCHEDULE OF ACTIVITIES

7.01 The Association agrees to provide a list of all officers and other persons who will be in charge of the activities engaged in by the Association during the use of the Facility. The Association also agrees to provide addresses and phone numbers for the above-referenced persons. This list of names, addresses, and phone numbers must be provided to the City prior to the beginning of the term of the Agreement and updated as necessary, included at the beginning of each new Season of play.

7.02 The Association must deliver a schedule of activities to the City prior to the beginning of the initial term of the Agreement and updated before the start of each new Season. A Facility Permit will not be issued until all requested information is timely received by the City. This schedule of activities must include the following information:

- (a) Dates and times of scheduled games and practices
- (b) Identification of field(s) to be used
- (c) Team names
- (d) Any other pertinent information as reasonably requested by the City to assist it in carrying out its obligations herein and in serving the general public.
- (e) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

7.03 The Association shall provide the City, as requested, access to the rosters of all participants, listing where the participants are domiciled within thirty (30) days after the beginning of each playing Season. Any additions or changes to any rosters shall be made available if requested by the City within two (2) weeks of those changes having been made.

ARTICLE VIII RESIDENT POLICY

All City of Starkville recreation programs and facilities are designed to benefit the Starkville community first. Residents may be charged a discounted fee for certain activities or for use of certain facilities.

ARTICLE IX SAFETY PROCEDURES

The Association hereby agrees to abide by generally-recognized standards of safety, regulations and procedures for the nature of the proposed use of the Facility. The Association, including its players, attendees, league officials, employees and volunteers, are also required to abide by City of Starkville park rules and ordinances.

ARTICLE X CRIMINAL BACKGROUND CHECKS

The Association shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, board members, and any other person acting in an official capacity with any organization involved in the Association's youth activities. These checks shall be conducted prior to the beginning of the season for which the individual is first involved and shall be valid for no more than one calendar year. The Association shall employ a reputable company licensed by the State of Mississippi to conduct such checks unless these checks are conducted by the Association's state or national sanctioning body. Should an individual be disqualified as a result of the check, based upon generally-recognized standards for the protection of youth, the Association shall prohibit that individual from serving in any official capacity with the

Association's activities. Additionally, the Association shall provide to the City, upon request, a listing of all individuals who have undergone a criminal background check.

ARTICLE XI INDEMNIFICATION

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

ARTICLE XII RELEASE

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

ARTICLE XIII FINANCIAL RECORDS

13.01 The Association shall employ financial management systems that reasonably safeguard its financial resources and ensure that public facilities are not being used to generate profits for individuals or groups. Financial records should be developed and maintained in a way that is accessible and understandable to program participants.

13.02 The City shall have the right to review all financial records relating to the operation of the Association and its activities and operations that take place on City facilities. Such records should be maintained in accordance with generally acceptable accounting principles and be submitted to the City within ten (10) days of request.

ARTICLE XIV MISCELLANEOUS TERMS

14.01 This Agreement has been made under and shall be governed by the laws of the State of Mississippi. The parties agree that performance and all matters related thereto shall be in Oktibbeha County, Mississippi.

14.02 This Agreement and the rights and obligations contained herein may not be assigned or sublet by the Association without the prior written approval of the City.

14.03 This Agreement contains the entire agreement between the parties. There are no other written or oral agreements, contracts, or understandings between the parties.

14.04 No waiver or deferral by either party of any term or condition of this Agreement shall be deemed or construed to be a waiver or deferral of any other term or condition or to be a subsequent waiver or deferral of the same term or condition.

14.05 This Agreement may only be amended by written instrument approved and executed by both parties.

14.06 The parties hereby state that they have read the terms of this Agreement and hereby agree to the terms and conditions contained herein.

ATTACHMENTS

- A.** Schedule of activities
- B.** Association Insurance Certificate

**STARKVILLE
SOCCER ASSOCIATION**

CITY OF STARKVILLE

By:_____

Printed Name:_____

Title:_____

Date:_____

By:_____

Mayor

Date:_____

APPROVED:

City Attorney

Date:_____

17. REQUEST AUTHORIZATION TO TRANSFER A 2005 FORD F-150 TO THE CITY OF STARKVILLE SANITATION DEPARTMENT, VIN# 1FTRX12W36NA41549, AND REMOVE FROM THE STARKVILLE POLICE DEPARTMENT'S PROPERTY.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of the transfer of a 2005 Ford F-150 to the City of Starkville Sanitation Department, VIN# 1FTRX12W36NA41549, and remove from the Starkville Police Department Inventory" is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2017 WINTER EDUCATIONAL CONFERENCE, IN STARKVILLE, MS ON DECEMBER 12-15, 2017 AT A COST OF \$325.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval of Chief R. Frank Nichols to attend the 2017 Winter Educational Conference, in Starkville, MS on December 12-15, 2017 at a cost of \$325.00" is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO PURCHASE EQUIPMENT AND SERVICES AT A COST OF \$37,725.00 FOR SEDC'S METER DATA MANAGEMENT SYSTEM (MDM) AS PART OF AN ONGOING INTERFACE BETWEEN OUR AMI AND BILLING SYSTEMS AT THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval to purchase equipment and services for SEDC's Meter Data Management System (MDM) at a cost of \$37,725.00 as part of an ongoing interface between our AMI and Billing systems at the lower of two computer quotes and sole source software" is enumerated, this consent item is thereby approved.

Comparison of quotes received:

Dell PowerEdge R630 with RD 1000 - \$ 11,884.37

SEDC Dell PowerEdge R630 with RD 1000 - \$11,625.00

SEDC Software upgrades compatible with current software and backup media - \$ 26,100.00

20. CONSIDERATION TO PURCHASE THE FINAL EQUIPMENT NEEDED AT A TOTAL COST OF \$48,340.00 TO COMPLETE CONVERSION TO SEDC'S MULTI-SERVICE PLATFORM, THE LOWER OF TWO COMPUTER QUOTES AND SOLE SOURCE SOFTWARE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the "approval to purchase the final equipment needed to complete conversion to SEDC's Multi-Service Platform at a total cost of \$48,340.00 from SEDC (Southeastern Data Cooperative, Inc.), the lower of two computer quotes and sole source software" is enumerated, this consent item is thereby approved.

Comparison of quotes received:

Dell PowerEdge R730 - \$ 11,419.38

SEDC Dell PowerEdge R730 - \$10,800.00

SEDC Software upgrades compatible with current software and backup media - \$ 37,540.00

21. CONSIDERATION FOR STARKVILLE UTILITIES AND THE CITY OF STARKVILLE TO ENTER INTO AN AGREEMENT WITH GARVER LLC FOR PROFESSIONAL SERVICES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval of Starkville Utilities and the City of Starkville to enter into an agreement with Garver LLC” is enumerated, this consent item is thereby approved.

(See agreement following this page)

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

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the November 21, 2017 Official Agenda, and to accept items for consent, whereby the “approval for Starkville Utilities to initiate a task order with Garver LLC for study and evaluation of the South Montgomery Sanitary Sewer System” is enumerated, this consent item is thereby approved.

(See agreement following this page)



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

**Starkville Utilities
Starkville, Mississippi
Project No. 16138100**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES is made by and between Starkville Utilities of Starkville, Mississippi hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner owns and operates a municipal water and wastewater infrastructure system consisting of water treatment, water distribution, wastewater treatment, and wastewater collection.

Garver customarily provides planning, engineering, surveying, and program management services related to these improvements.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein.

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER will perform professional services as requested by the Owner. The terms of each work assignment or project will be defined and agreed upon by the Owner and GARVER and represented in the form of a written Task Order.

SECTION 3 - PAYMENT

For the work described in each Task Order, except as otherwise agreed to in writing by the Owner and Garver, the Owner will pay Garver in accordance with the terms written in the Task Order Agreement referencing this Master Services Agreement. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

If any payment due GARVER under this agreement is not received within 60 days from date of invoice, GARVER may elect to suspend services under this agreement without penalty or liquidated damages assessed from the Owner.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within



60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the fee, due to delays beyond GARVER's control, will be increased in accordance with the terms written in the Task Order Agreement referencing this Master Services Agreement.

SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property when requested.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however,



the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not, unless defined within a Work Order, provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing, construction, or other subconsultants working under a subcontract to this agreement.



5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

5.7 Design without Construction Phase Services

Unless otherwise stipulated in Work Orders, it is understood and agreed that GARVER's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Owner. The Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability – Not Used

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.



5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is an Mississippi Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Mississippi.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.



SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:

8.1.1 Appendix A – Sample Task Order

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

STARKVILLE UTILITIES

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

Attest: _____

GARVER, LLC

By:  _____
Signature

Name: Brian Shannon, PE
Printed Name

Title: Vice President

Date: October 25, 2017

Attest:  _____



**TASK ORDER #1
FOR PROFESSIONAL SERVICES
STARKVILLE UTILITIES**

In accordance with the Master Services Agreement for Professional Services between Starkville Utilities (Owner) and Garver, LLC (Garver), dated _____ ("Agreement"), Owner and Garver agree as follows:

- 1. Specific Project Title:** South Montgomery Sanitary Sewer Evaluation Survey (SSES) Study
- 2. Description:** This task order is associated with the study of the South Montgomery sewer system. For purposes of this Task Order #1, the South Montgomery sewer system is defined as all gravity sewer and pumped systems that flows into the Country Club lift station. The service area is generally defined as an area north of the lift station from Fairway Drive in the south to Laurel Hill Drive in the north. It is bounded by South Montgomery Street to the west (with the exception of one development) and the Starkville Country Club golf course to the east. The service area includes approximately 25,000 linear feet of sanitary sewer pipe and approximately 92 manholes.
- 3. Scope of Services:** In accordance with the Master Services Agreement; and as described in this Task Order, the services to be performed consist of performing a study of the South Montgomery collection system. Furthermore, Garver will provide a report indicating recommended improvements to the system to reduce inflow and infiltration (I/I) or to increase capacity. Garver will perform the following services:
 - a. Perform a flow monitoring study of the system in conjunction with Starkville Utility staff. This will include the placement of 2 flow monitors for a period of three months or until sufficient dry and wet weather events have occurred. Should the occurrence of wet weather events be insufficient during the time period, a supplemental agreement will be required to extend the length of the flow study. Should ample dry and wet weather events occur during the period, these flow monitors may be relocated to further narrow potential major sources of I/I. The flow monitoring study will also include the placement of a rain gauge for the same duration. Upon completion of the flow monitoring, a technical memorandum (TM#1) will be produced and delivered to Starkville Utilities. The flow monitoring is intended to identify the sub system, which contributes the highest I/I so detection and remediation may be targeted in those areas.

Garver will work with Starkville Utilities' crews to provide locations to place flow monitors that Starkville owns. Starkville Utilities' staff will maintain the flow meters, download data, and provide flow information to Garver. Starkville Utilities will also provide a rain gauge and measurements to Garver to allow Garver to correlate rain durations and intensity to flows.
 - b. Perform smoke testing on approximately 15,000 feet of pipe (60% of the service area). The smoke testing will be performed upon completion of the flow monitoring and performed during a dry period as that will yield the best results. Garver will work with and instruct Starkville Utilities as to the location the smoke testing should occur, the method of which to do so, and the field notes that should be provided. Starkville Utilities' will perform actual smoke testing with guidance from Garver. The smoke testing should take about one week to perform and will include multiple set ups (20-30) of isolated introduction of smoke into the collection system. Public notification is critical in this process. Starkville Utilities will print and distribute smoke testing notices to affected homeowners and should provide notification to police, fire, or any other city department it deems necessary. Social media posts are also recommended a week prior to the smoke testing activities. Upon completion of the smoke testing by



Starkville Utilities, a technical memorandum (TM#2) will be produced by Garver and delivered to Starkville Utilities indicating the results of the testing.

- c. Perform closed circuit television (CCTV) inspection of the collection system. The CCTV inspection will be performed on approximately 10,000 linear feet (40%) of the collection system. The CCTV inspection will include pipeline defect identification and assessment as standardized by the National Association of Sewer Service Companies (NASSCO) through Pipeline Assessment Certification Program (PACP). The PACP coding will provide Garver and Starkville Utilities with a standard method of identifying, evaluating, and managing the CCTV information. Starkville Utilities will perform the CCTV inspections with their crews. Starkville Utilities will provide PACP coding reports to Garver upon completion of the CCTV work. With this information, defensible recommendations for the ranking and prioritization of collection system rehabilitation and replacement alternatives can be developed. Upon completion of the CCTV inspection, Garver will produce a technical memorandum (TM#3) summarizing the results of the inspections.
- d. Based on the results of TM's #1 - #3, Garver will produce a Final Report recommending corrective measures, construction approaches, opinion of probable construction costs (OPCC), and proposed schedules to perform design, bidding, and construction of selected improvements.

The scope for these services is authorized for execution under this Task Order. The scope for Additional Services may be authorized at a later time under separate task orders to the Master Agreement.

5. **Client's Responsibilities:** As indicated in Master Agreement. Starkville Utilities will provide their staff to perform fieldwork associated with this project. The field work provided by Starkville consists of the following elements:

- a. **Flow monitoring.** Starkville Utilities will provide flow monitors and their staff will install, maintain, download flow data, and provide information to Garver.
- b. **Smoke Testing.** Starkville Utilities will provide all smoke testing equipment and perform smoke testing necessary. Starkville will also provide all notification to affected customers.
- c. **CCTV Inspections.** Starkville Utilities will perform CCTV inspections and provide Garver with CCTV reports in PACP format on sections of the collection system chosen to be televised.



6. **Schedule:** Garver will begin work within thirty (30) days from the effective date of this Task Order and complete the project within the following schedule:

Work Item	Completion Time
Begin Work	30 days from Task Order execution
Flow Monitoring / TM #1	120 days from Begin Work
Smoke Testing / TM #2	150 days from Begin Work
CCTV Inspection / TM #3	150 days from Begin Work
Final Report	180 days from Begin Work

7. **Payment to Engineer:**

- a. Garver proposes to perform this project on an hourly basis plus applicable job charges with **not to exceed** amounts for each separate task shown below. The total compensation to Garver for the services identified by this Task Order shall be as indicated in the table below:

Work Item	Fee
Flow Monitoring / TM #1	\$14,000
Smoke Testing / TM #2	\$9,000
CCTV Inspection / TM #3	\$10,000
Final Report	\$25,000
Total	\$58,000

As such, Garver will invoice for the project monthly based upon the hours worked on the project for the total Not-to-Exceed amount of \$58,000.

- b. Any additional work beyond the scope of services defined in this Task Order, and authorized by the Client, shall be paid for in a subsequent Task Order.
8. **Subconsultants:** Garver will not utilize any subconsultants on this project. Garver will work with Starkville and manage their crews in a manner such that we would manage our subconsultants.
9. **Other Amendments to Master Agreement:** None.
10. **Attachments:** Garver hourly rate schedule.



Approval and Acceptance

Approval and Acceptance of this Task Order, including attachments listed above, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the Client.

The Effective Date of the Task Order is _____, 2017.

Client:
STARKVILLE UTILITIES

Engineer:
GARVER

Signature

Signature

Brian Shannon, PE

Vice President

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced two new Firemen: Bethany Allen Weeks and Steven Lane.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted with the new time and upcoming holidays people needed to be more careful. He also warned of people impersonating police officers.

Police Chief Nichols encouraged citizens to only pull over in well-lit areas. Officers are trained and prepared for people to drive to lighted areas before pulling over.

Jason Roberson, President of the Mayor's Youth Council, thanked the Mayor and City Officials for their support and asked for all to work together to make Starkville an even better place for all.

Bob Rogers, inquired as to the annexation study and asked that all aspects such as infrastructure and safety be included.

PUBLIC APPEARANCES: None

PUBLIC HEARINGS:

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

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 support of amending Ordinance 2008-08 as amended by Ordinance 2017-07: Joseph Enfinger and Mike Jeffcoats.

Offering comments in opposition of amending Ordinance 2008-08 as amended by Ordinance 2017-07: Robert McMillian.

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

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

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

Offering comments in support of amending Ordinance 2011-02: None.

Offering comments in opposition of amending Ordinance 2011-02: Mark Baker of Lamar Companies asked that the re-permitting requirement be reconsidered and that the terms "abandonment / obsolete" be defined in section G.2.

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

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

Daniel Havelin and Emily Corbin presented EX 17-02. The applicant has placed, without a sign permit, a pole sign at the entrance to Sundance Condos. Pole signs are not allowed in any zone with the City. City staff became aware of the sign and notified the applicant that the sign was not compliant with City code. The applicant requested an Exception to continue using the pole sign.

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

John Hartlein, the applicant, apologized for not realizing it was considered a pole sign and not obtaining a sign permit before constructing. He asked that the Board recognize the quality of the wooden and stone sign and allow this exemption.

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

23. CONSIDERATION OF APPROVING AN ANNEXATION STUDY AREA AS PRESENTED BY SLAUGHTER AND ASSOCIATES.

Upon the motion of Alderman Little, duly seconded by Alderman Walker, to approve an annexation study area as presented by Slaughter and Associates, the Board voted by roll call vote as follows:

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

Having received a majority affirmative vote, the Mayor declared the motion passed. A map of the study area will be placed on the City's web site.

24. CONSIDERATION OF RESOLUTION TO ADOPT A "COMPLETE STREETS" POLICY.

Mayor Spruill explained the purpose of the proposed Resolution to adopt this policy was to commit the community to be pedestrian and handicap accessible to everyone as a step in Starkville remaining a Healthy Hometown designated city. Upon the motion of Alderman Little, duly seconded by Alderman Walker, to approve a Resolution adopting a "Complete Streets" Policy as presented, the Board voted by roll call vote 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) During ordinary maintenance activities designed to keep assets in serviceable condition (e.g., mowing, cleaning, sweeping, spot repair and surface treatments such as chip seal, or interim measures on detour or haul routes);

2) Where the Board of Aldermen issues a documented exception concluding that application of Complete Street

principles is inappropriate because it would be contrary to public benefits or safety;

3) Where other parallel accommodation exists; or

4) Where there is a demonstrated absence of present and future need.

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

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

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

25. CONSIDERATION OF AMENDING THE SMOKING ORDINANCE, 2008-08 AS AMENDED BY ORDINANCE 2017-07, CITY OF STARKVILLE CODE OF ORDINANCES, CHAPTER 82, ARTICLE IV, CODE SECTION 82-91 ET SEQ. TO INCLUDE AN INDOOR SMOKING EXEMPTION.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Perkins, to deny the proposed amendment for a smoking exemption contained in proposed Section 3 (c) of the City's Smoking Ordinance 2008-08, as amended by Ordinance 2017-07, Chapter 82, Article IV, Code Sections 82-91, the Board voted by roll call vote 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: Yea

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

26. CONSIDERATION OF APPROVING A LOCATION FOR A PROTOTYPE TACTICAL URBANISM PROJECT ON UNIVERSITY DRIVE IN FRONT OF THE OKTIBBEHA COUNTY LIBRARY.

Alderman Walker and Mayor Spruill presented ideas and sample photos for a "pop up park" to be located on University Drive in front of the Oktibbeha County Library. Upon the motion of Alderman Sistrunk to approve a prototype tactical urbanism project on University Drive, duly seconded by Alderman Miller, the Board voted by roll call vote 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.

Alderman Carver asked to exit the meeting at this time.

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

Alderman Sistrunk offered a motion to deny EX 17-02 on a finding that the City's sign ordinance is a comprehensive and balanced system of signage to improve and enhance the aesthetic environment of the city and to avoid visual clutter that is potentially harmful to traffic and the appearance of the community, and that no reason exists to grant the exception, and that doing so would be inconsistent with the purpose and intent of the sign ordinance, which was duly seconded by Alderman Miller. Alderman Little noted that while the sign is very nicely done and thanked Mr. Hartlein for designing such a nice sign, the Board must be consistent with the existing ordinance. The Board then voted as follows:

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

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

28. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF NOVEMBER 13, 2017 FOR FISCAL YEAR ENDING 9/30/18.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Little, to approve the City of Starkville Claims Docket for all departments as of November 13, 2017 for fiscal year ending 9/30/18, acknowledging that the City Clerk has attested and certified on the record, that all claims on the docket are true, accurate, lawful, and proper for payment pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21 to the best of her knowledge, the Board voted as follows:

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

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

General Fund	001	\$ 384,716.61
Restricted Police Fund	002	
Restricted Airport Fund	016	30,979.64
Airport Fund	015	18,341.58
Sanitation	022	88,934.45
Landfill	023	3,805.76
Computer Assessments	107	23,135.91
Park and Recreation	375	16,374.00

Trust and Agency	610	63,655.79
Industrial Park Bond	303	
Economic Dev, Tourism & Conv	630	181,373.97
Sub Total Before Utilities		\$ 811,317.71
Utilities Dept.	SED	1,388,049.61
Total Claims	Total	\$ 2,199,367.32

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

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

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

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

30. A MOTION TO ENTER EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSION OF THE SPECIFIC JOB PERFORMANCE OF AN EMPLOYEE IN THE POLICE DEPARTMENT AND POTENTIAL LAND ACQUISITION FOR EXPANDING THE CITY'S PARK PROPERTY.

Alderman Little offered a motion to enter Executive Session for the purpose of discussion of the specific job performance of an employee in the Police Department and potential land acquisition for expanding the City's park property on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

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

Having received 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 Police Department and potential land acquisition for expanding the City's park property on a finding that the proposed topics qualified for Executive Session.

At this time the Board entered Executive Session.

31. A MOTION TO RETURN TO OPEN SESSION.

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

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

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

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

32. A MOTION TO TERMINATE STARKVILLE POLICE OFFICER PEDRO YERA.

Upon the motion of Alderman Perkins, duly seconded by Alderman Walker, to accept Chief Nichol's recommendation for termination of Starkville Police Officer Pedro Yera, effective immediately, the Board voted as follows:

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

33. A MOTION TO AUTHORIZE THE CITY TO SEEK APPRAISALS ON THE FOLLOWING PARCELS SOUTH OF THE SPORTSPLEX TO DETERMINE JUST COMPENSATION AND FAIR MARKET VALUE FOR POTENTIAL USE AS SPORTS FIELDS: 102N-00-010.01, 102N-00-010.00, 102N-00-022.00, AND 102N-00-016.00.

Upon the motion of Alderman Little, duly seconded by Alderman Perkins, to authorize the City to seek appraisals on the following parcels south of the Sportsplex to determine just compensation and fair market value for potential use as sports fields: 102N-00-010.01, 102N-00-010.00, 102N-00-022.00, and 102N-00-016.00, the Board voted as follows:

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

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

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

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

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

D. LYNN SPRUILL, MAYOR

(SEAL)

Attest:

LESA HARDIN, CITY CLERK



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

AGENDA ITEM: MINUTES
AGENDA DATE: 12-19-17
PAGE: 1 of several

SUBJECT: Request approval of the minutes of the December 1, 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 December 1, 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
December 1, 2017**

Be it remembered that the Mayor and Board of Aldermen met in a Work Session on December 1, 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 Pro Tempore Roy A'. Perkins, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, and Henry Vaughn, Sr. Mayor D. Lynn Spruill and Alderman Patrick Miller were unable to attend. Attending the Board were Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

Mayor Pro Tempore Perkins 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.

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2017.

MAYOR PRO TEMPORE ROY A'. PERKINS

Attest:

Seal

LESA HARDIN, CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

December 01, 2017

1:00 p.m.

A. CALL THE MEETING TO ORDER

**B. DISCUSSION OF THE AGENDA ITEMS FOR THE DECEMBER 5, 2017,
REGULAR MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF
STARKVILLE.**

C. ADJOURN MEETING



**THERE WILL BE A WORK SESSION OF THE
MAYOR AND BOARD OF ALDERMEN ON
FRIDAY, DECEMBER 1, 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.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 19, 2017
PAGE: Page 1 of 8

SUBJECT:

Discussion and Consideration of CU 17-08 a request for Conditional Use to allow for a parking lot at 609 Gillespie Street in an C-2 zone with the parcel number 101D-00-313.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

First Church of Christ is requesting a Conditional Use to build a parking lot on a vacant lot they own across the street from their current location. The property is zoned C-2 and in order to construct Parking Lot a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. On November 14, 2017, The Planning and Zoning Commission voted unanimously to recommend approval of this conditional use request with the one recommended condition.

Recommended Condition by the Planning and Zoning Commission:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of CU 17-08 to allow for a parking lot to be constructed at 609 Gillespie Street with one condition



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: CU 17-08 Request for Conditional Use to allow for a parking lot at 609 Gillespie Street in an C-2 zone with the parcel number 101D-00-313.00
Date: 11-14-2017

The purpose of this report is to provide information regarding the Conditional Use Request by First Church of Christ to allow for a parking lot to be located at 609 Gillespie Street in an C-2 zone with the property #101D-00-313.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is seeking a Conditional Use to construct a parking lot to be used for church parking. The property is zoned C-2 and in order to construct a "Parking Lots & Garages", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart.

Scale and intensity of use.

The applicant has provided a conceptual site plan which seems to meet the City's land development requirements and is proportionate to the area.

On- or off-site improvement needs.

Sidewalks will be required in the right of way. A complete site plan review will be conducted by the Development Review Committee to insure compliance with land development regulations prior to issuing of permits.

On-site amenities proposed to enhance the site.

There are no amenities being proposed

Site issues.

There are no known site issues regarding the intended use of the site

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	T-5/C-2	Apartments/church
East	C-2	Park Community Center
South	R-2	Single-Family Home
West	C-2	Single-Family Home

ALLOWED USES UNDER THE PERMITTED (PU) AND CONDITIONAL USE(CU) CHART

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

NOTIFICATION

21 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on Monday October 30, 2017 and a placard was posted on the property. As of this date, the Planning Office has received one email in support of this request.

ANALYSIS

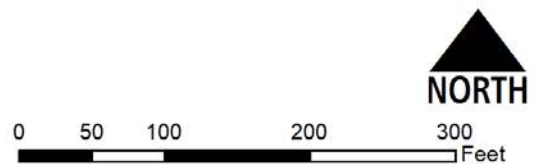
Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

1. **Land use compatibility.** The proposed use as a "Parking Lots & Garages" could be considered a compatible use with adjacent properties. The proposed parking lot is located across the street from the existing church. The property is currently zoned C-2. The 2016 Comprehensive plan has the areas placetype listed as urban corridor.
2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The site is adequately sized to accommodate the proposed use.
3. **Proper use of mitigative techniques.** None proposed
4. **Hazardous waste.** No hazardous waste or materials would be generated, used or stored at the site
5. **Compliance with applicable laws and ordinances.** The applicant is responsible for obtaining all the property permitting required by City.

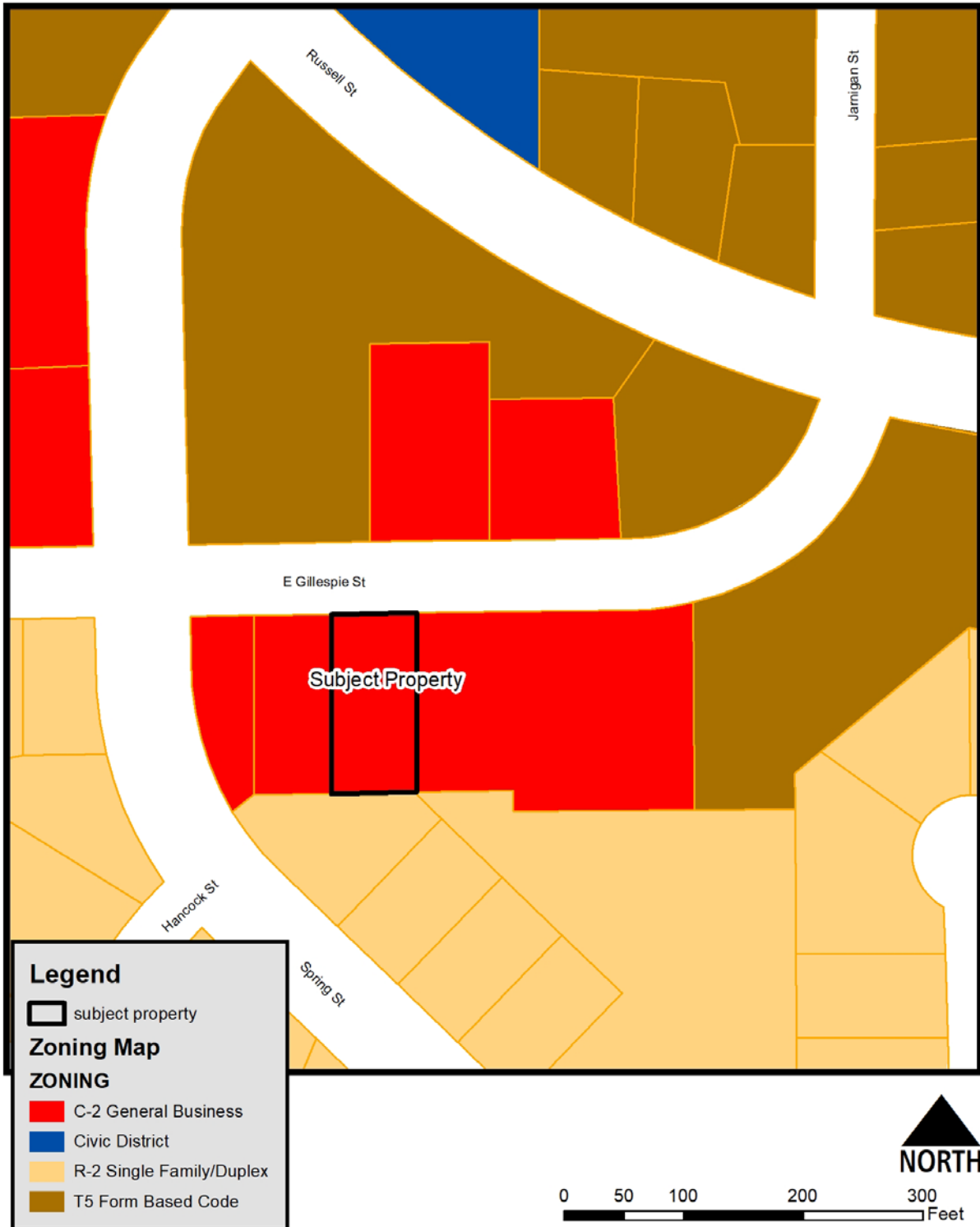
Requested Conditions:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.

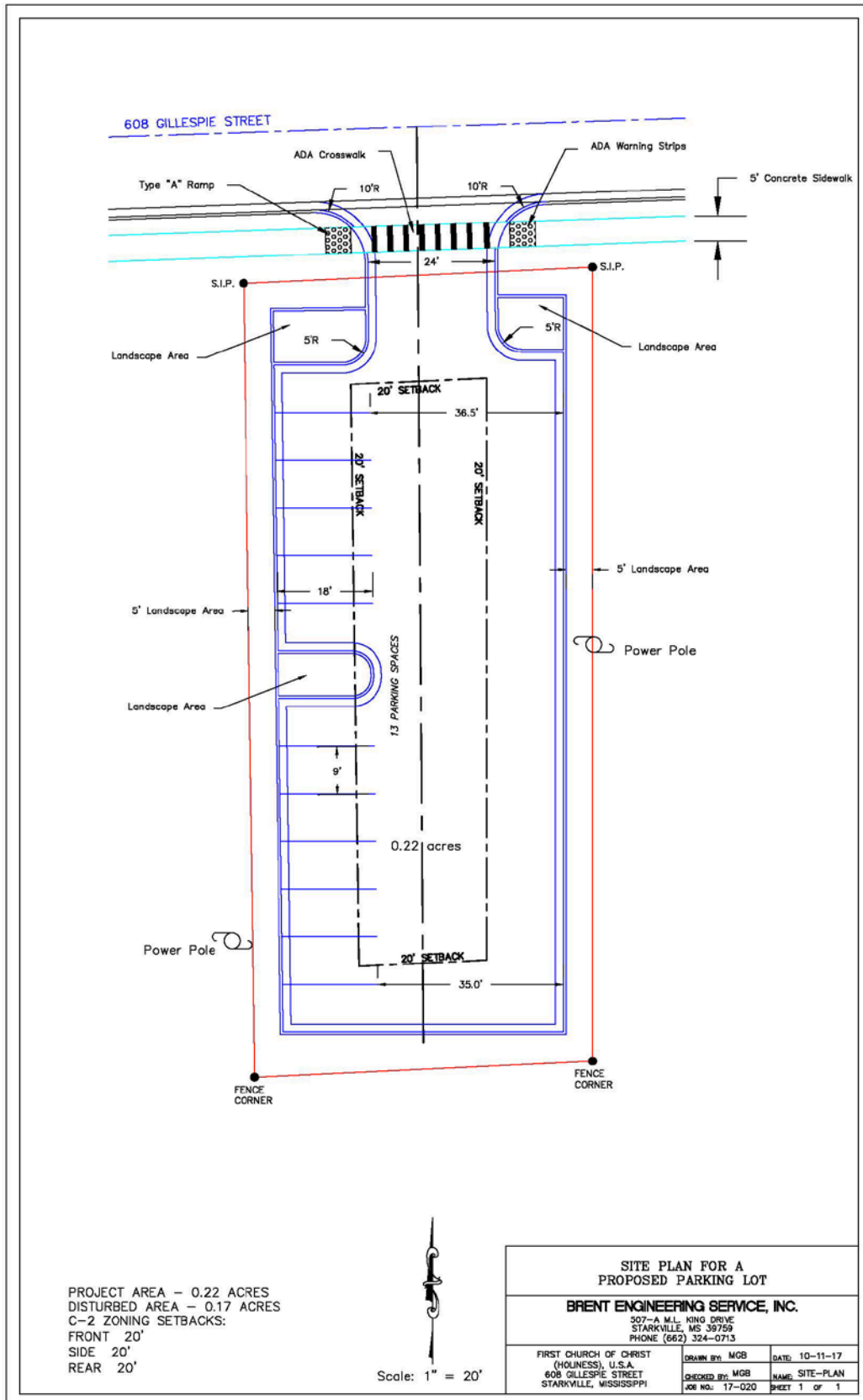
Attachment 1
CU 17-08 Aerial



Attachment 2
CU 17-08 Zoning



Attachment 3 **Proposed Parking lot**



Attachment 4- Email in support of the request

Daniel Havelin

From: 1lula1@netzero.net
Sent: Monday, November 6, 2017 8:48 PM
To: d.havelin@cityofstarkville.org
Cc: e.corban@cityofstarkville.org
Subject: CU 17-08 Notification of Public Hearing

In receipt of your letter to the Hairston Lexie Estate, Property #101D-00-305.00, 504 Spring Street, Starkville, MS 39759.

The Lexie Hairston Estate is aware of the quest of the First Church of Christ (Holiness) and they are hoping and praying the City of Starkville grants them Conditional Use Approval. This church has been a part of the Needmore community for a number of years and many Hairston family members and friends have been baptized and remain members of this church.

Thanking you in advance.

I Felt Like Someone Was Blowing Up A Balloon In My Stomach

Activated You

<http://thirdpartyoffers.netzero.net/TGL3232/5a011f14f1a941f1456bdst04duc>





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: December 19, 2017
PAGE: Page 1 of 14

SUBJECT:

Discussion and Consideration of VA 17-17 a request by Saunders Ramsey on behalf of OCEDA for Variance relief from street width and street standards requirements for a proposed industrial park in an M-1 zone with the property #115-21-007.01, 115-21-007.00, and 115-21-010.02

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The Applicant is currently in the process of obtaining Preliminary Plat approval for a proposed industrial park. The applicant attended a Development Review Committee meeting on November 16, 2017. The property was rezoned by the Board of Aldermen on January 3, 2017 from C-2, R-4 and R-5 to M-1. If the request for Variance is recommended for approval, the applicant's requests for Preliminary Plat will be heard by the Planning and Zoning Commission on December 12, 2017 and the request for Preliminary Plat will be heard by Board of Aldermen on December 19, 2017. On November 30, 2017, the Board of Adjustments and Appeals voted 4-0 to recommend approval of the first variance request, a reduction in street width from 31' to 24', and a denial of the second variance, the removal of curb and gutter.

REQUESTING

DEPARTMENT: Community Development

FOR MORE INFORMATION CONTACT:

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

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

SUGGESTED MOTION:



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 17-17 Request by OCEDA for Variance relief from street width and street standards requirements for a proposed industrial park in an M-1 zone with the property #115-21-007.01, 115-21-007.00, and 115-21-010.02
Date: November 29, 2017

The purpose of this report is to provide information regarding Variance Request by Saunders Ramsey on behalf of OCEDA (Oktibbeha County Economic Development Association) for street width and street standards requirements for a proposed industrial park located at northeast corner of the intersection of Highways 25 and 82 in an M-1 zone with the property #115-21-007.01, 115-21-007.00, and 115-21-010.02. Please see attachments 1-4.

PROPOSED USE & BACKGROUND:

The Applicant is currently in the process of obtaining Preliminary Plat approval for a proposed industrial park. As part of that request, a variance will be needed from the proposed street width of 24' in lieu of the 31' required and to have no curb and gutter. The applicant attended a Development Review Committee meeting on November 16, 2017. The property was rezoned by the Board of Aldermen on January 3, 2017 from C-2, R-4 and R-5 to M-1. If the request for Variance is recommended for approval, the applicant's requests for Preliminary Plat will be heard by the Planning and Zoning Commission on December 12, 2017 and the request for Variance and Preliminary Plat will be heard by Board of Aldermen on December 19, 2017.

NOTIFICATION:

9 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 November 10, 2017 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received 1 phone call, 1 in person visit, and 1 letter against this request.

VARIANCE REQUESTS FROM:

Request #1- Street Width

APPENDIX B – SUBDIVISIONS, ARTICLE VI. - MINIMUM DESIGN STANDARDS, SEC. 1. - STREET PLAN.

- 1. The location and width of all highways, thoroughfares, streets and roads shall conform to the comprehensive plan.*

2. *The proposed street system shall be laid out according to good land planning principles and practices for the type of development proposed, and shall be coordinated with the street systems of the surrounding areas. All streets must provide for the continuation or appropriate projection of principal streets in the surrounding area, and provide a reasonable means of ingress and egress for surrounding acreage tracts.*
3. *Reserve strips or spite strips shall be prohibited.*
4. *Subdivisions which border on or have included within the proposed area to be subdivided any arterial street or major highway shall provide marginal access streets so that the individual lots shall not have direct access to such highway. Subdivisions containing such major roadway facilities must be accompanied by a letter from the state highway department stating its objections and/or recommendations to the proposed street layout.*
5. *Subdivisions that adjoin existing streets shall dedicate additional rights-of-way to meet the minimum street width requirements from each side of the centerline of the existing streets. When a subdivision is located on only one side of an existing street, one-half of the required right-of-way, and in no case less than 25 feet measured from the centerline of the existing right-of-way, shall be provided by the subdivision.*
6. *The proposed street system of the subdivision shall extend existing streets or projections at the same or greater width, but in no case less than the required minimum width.*
 - a. *Street right-of-way width shall not be less than the following:*

Expressways, arterial streets and freeways, as specified by the comprehensive plan. [\[2\]](#)

Major streets, 80-foot minimum.

Marginal access streets, 50-foot minimum.

Collector streets, 60-foot minimum.

Minor streets, 50-foot minimum.

Culs-de-sac, 50-foot minimum.

Culs-de-sac, turnabouts, 50-foot radius.

Alleys, 20 feet.
 - b. *Minimum roadway width shall be as follows:*

Expressways, arterial streets and freeways, as specified by the comprehensive plan.

Major streets, 49 feet back of curb to back of curb.

Collector streets, 41 feet back of curb to back of curb.

Minor streets, 31 feet back of curb to back of curb.

Culs-de-sac, 31 feet back of curb to back of curb.

Culs-de-sac turnarounds, 40 feet from center of circle to outer curb (40-foot radius).

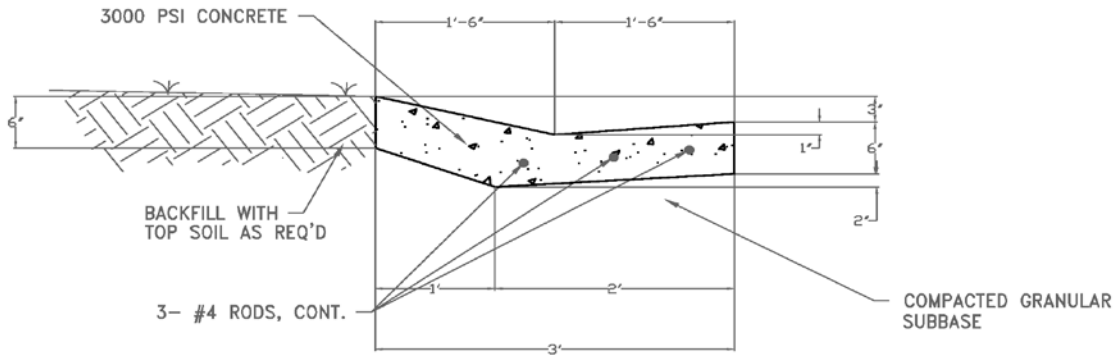
Alleys, 16 feet.

7. *Street alignment shall be designed to eliminate sharp curves and street jogs.*
 - a. *Tangents of at least 100 feet will be required between reverse curves unless severe local conditions would warrant a shorter tangent. In such cases the board of aldermen shall have the power to grant a modification to the provision, provided no traffic hazard would result.*
 - b. *Street intersections with centerline offsets of less than 125 feet shall not be permitted.*
 - c. *Street intersections shall be as nearly at right angles as possible, and no intersection shall be permitted at an angle of less than 60 degrees. Detailed designs of intersections may be required by the commission.*
 - d. *Property line radii at street intersections shall not be less than ten feet, and where the angle of street intersection is less than 90 degrees, the commission may require a greater radius.*
 - e. *Curbline radii at street intersections shall be at least 20 feet. Curb radii of streets or driveways feeding into arterial highways or major streets shall have a radius of not less than 25 feet. Where the angle of street intersection is less than 90 degrees, the commission may require that greater radii be required.*
8. *Cul-de-sac and dead-end streets will not be approved except in cases where the topography or surrounding development would warrant them or unless a dead-end street is for the purpose of connecting future development. Cul-de-sac streets or courts designed to have one end permanently closed shall be no more than 400 feet long. For other dead-end streets, the board of aldermen may require temporary easements for turnaround facilities.*
9. *Street names for all subdivision plats shall be subject to the approval of the city engineer.*

Request #2- Street Standards (curb and gutter requirements)

Sec. 98-84. - Curbs and gutters.

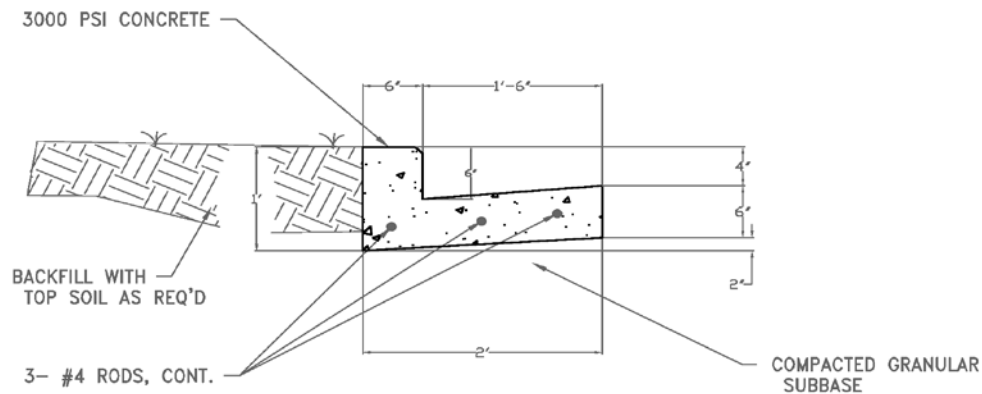
- (1) Curbs and gutters shall be constructed of not less than 28-day compressive strength 3000 concrete. Under certain conditions, formed asphalt or concrete curbs may be authorized for residential area.
- (2) Concrete curb shapes and sizes should be as detailed below.



1/2" EXPANSION JOINTS ON 60'-0" INTERVALS,
EXTEND #4 RODS 18" THRU EXP. JOINTS IN
PLASTIC SLEEVES.

SCORE JOINTS AT 10'-0" INTERVALS.

ROLL-OVER CURB and GUTTER



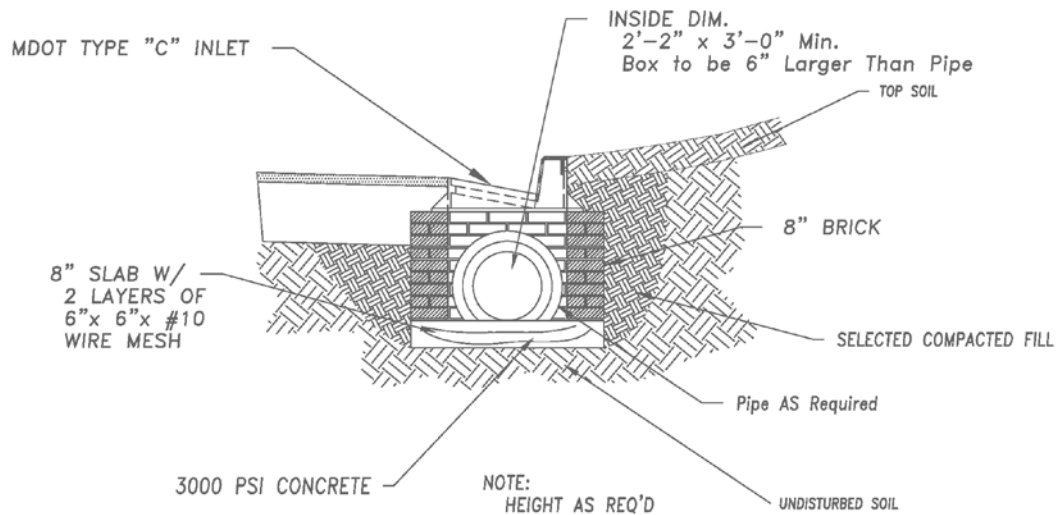
1/2" EXPANSION JOINTS ON 60'-0" INTERVALS,
EXTEND #4 RODS 18" THRU EXP. JOINTS IN
PLASTIC SLEEVES.

SCORE JOINTS AT 10'-0" INTERVALS.

CONVENTIONAL CURB and GUTTER

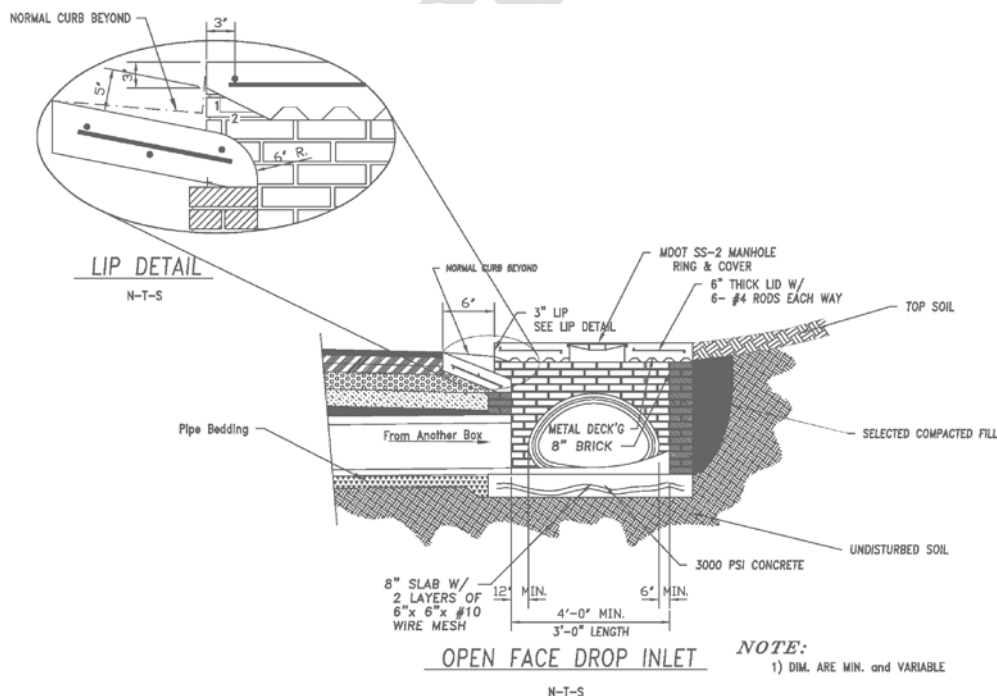
- (3) Concrete curb and gutters shall be backfilled within 72 hours after stripping.
- (4) Concrete curb and gutter forms shall not exceed ten feet in length and a one-half inch pre-molded expansion joint filler shall be installed each 30 feet. Exceptions may be granted by city engineer.
- (5) Concrete curb and gutters shall have not less than three #4 bars of steel placed as indicated.
- (6) Curbs and gutters shall be placed on lines and grades conforming to the approved construction drawings and conform to slopes indicated to assure complete drainage and proper flow of storm water without destruction and puddling.

- (7) Placement of curb and gutter shall be on compacted base or sub-base materials of same character as balance of paving base or sub-base material.
- (8) Drainage structures shall be provided at all low points in major, minor and collector streets. Distances between drainage structures shall not exceed 500 feet. Acceptable designs for drainage structures are shown at Exhibit "A".



GRATE DROP INLET

Exhibit A



- (9) *Driveways entering streets are to be a 90 degree angle to the street center line or as close to this angle as possible.*
- (10) *Driveways shall be constructed so as to permit passenger vehicles to enter or leave the street without bumping or dragging and shall not obstruct the flow of water. Builders shall not tear out or modify curbs or streets to construct driveways without obtaining permission from street department or building department.*

(Ord. No. 2011-4, § D, 12-6-11)

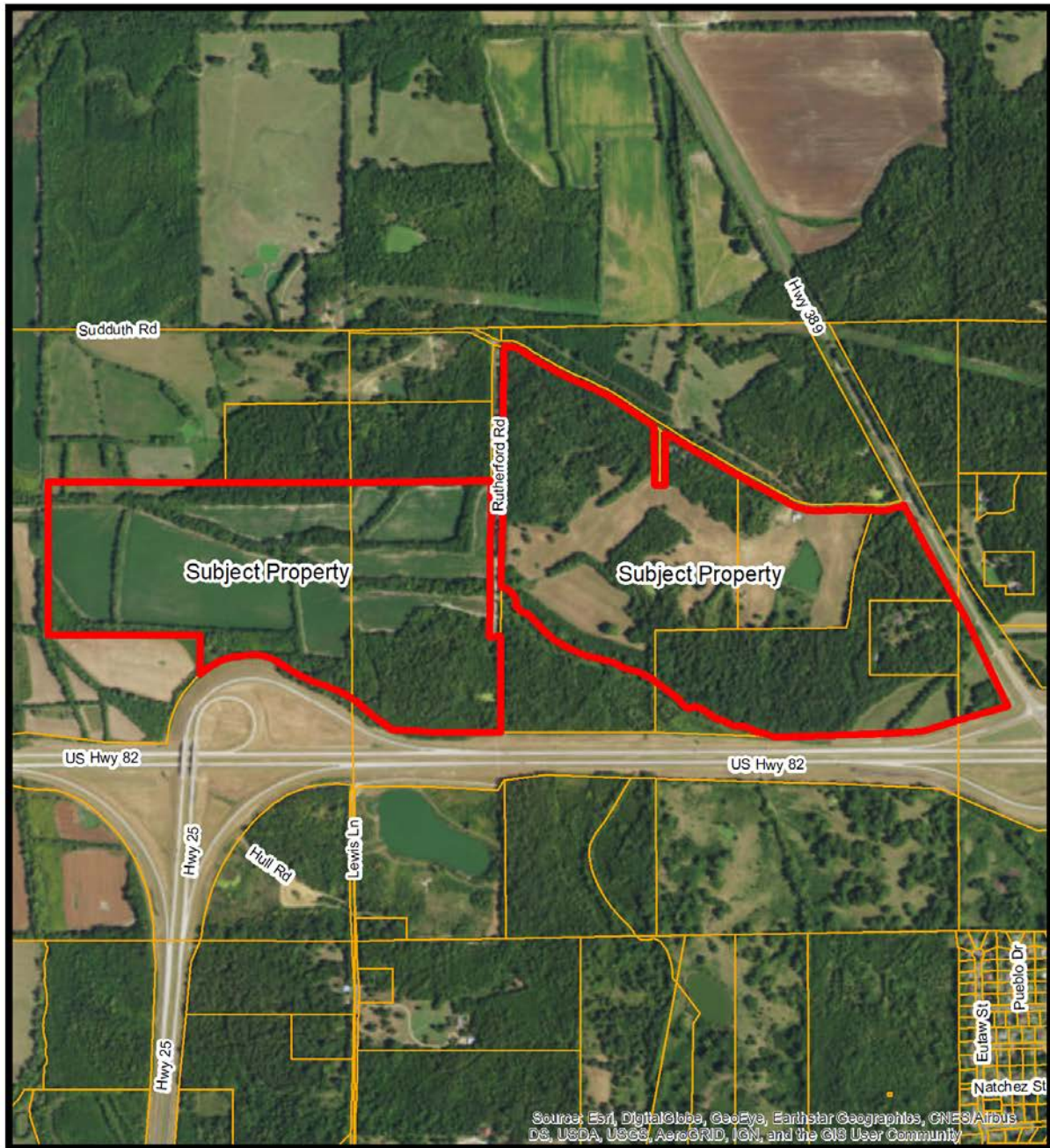
VARIANCE REQUEST REQUIREMENTS:

Appendix A, Article VI, Section K outlines four conditions a Variance request needs to meet:

To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the board of adjustments and appeals unless and until a written application for a variance shall be submitted, demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
3. That the special conditions and circumstances have not resulted from the actions of the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the board of adjustments and appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

Attachment 1
VA 17-17 Aerial



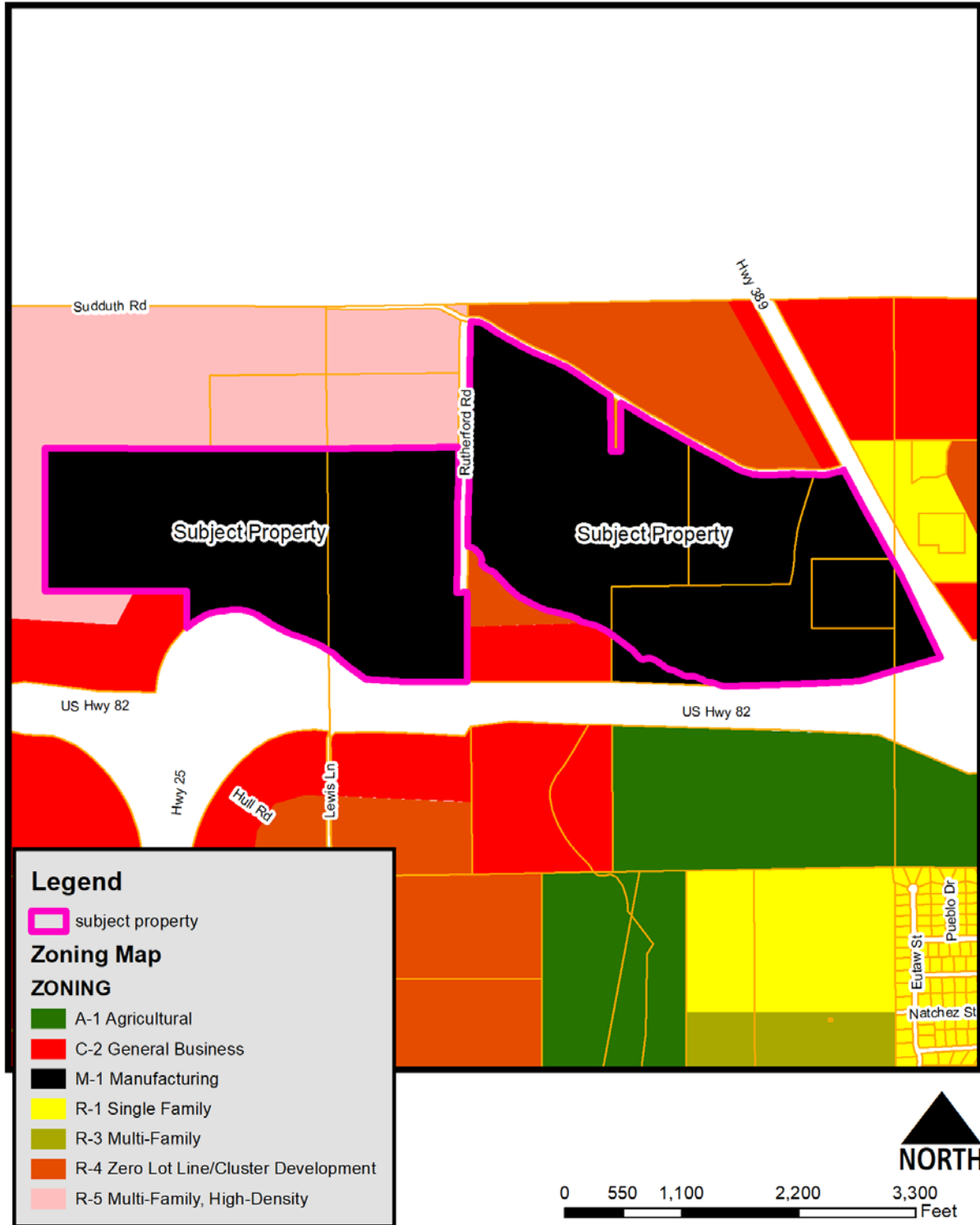
Legend

 subject property

0 550 1,100 2,200 3,300
Feet


NORTH

Attachment 2
VA 17-17 Zoning



Attachment 3- Preliminary Plat

Revised by BOAA

STARKVILLE/OKTTEBBEHA INDUSTRIAL PARK

OCEDA

JACK WALLACE, PRESIDENT 662-323-3322
 jandmjwal@aol.com
 SCOTT MAYNARD, CEO/SDP 662-323-3322
 smaynard@starkville.org
 200 EAST MAIN STREET
 STARKVILLE, MS 39759
 FAX: 662-323-5815
 (SHEET 1 OF 3)

CITY OF STARKVILLE, MISSISSIPPI

MAYOR
 LYNN SPRUILL
 ALDERMEN

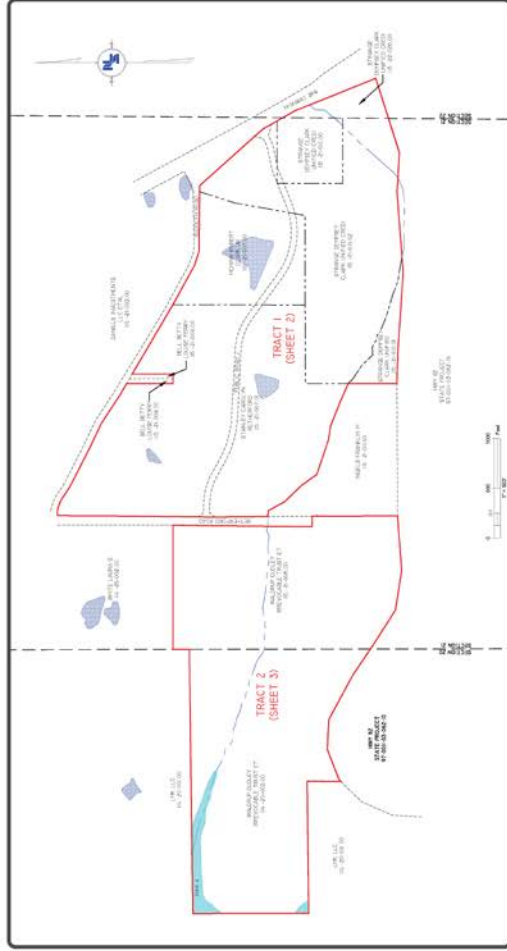
WARD 1 BEN CARVER
 WARD 2 SANDRA C. SISTRUNK
 WARD 3 DAVID LITTLE
 WARD 4 JASON WALKER
 WARD 5 TRICE MILLER
 WARD 6 ROY A. PERRINS, JR.
 WARD 7 HENRY N. VAUGHN, SR.

STARKVILLE/OKTTEBBEHA INDUSTRIAL PARK

NOTE: 1. THE CITY OF STARKVILLE, MISSISSIPPI, HAS REVIEWED THE PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY'S ZONING ORDINANCES AND THE CITY'S SUBDIVISION MAP ACT. THE CITY HAS REVIEWED THE PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY'S ZONING ORDINANCES AND THE CITY'S SUBDIVISION MAP ACT.

NOTE: 2. THE CITY OF STARKVILLE, MISSISSIPPI, HAS REVIEWED THE PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY'S ZONING ORDINANCES AND THE CITY'S SUBDIVISION MAP ACT. THE CITY HAS REVIEWED THE PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY'S ZONING ORDINANCES AND THE CITY'S SUBDIVISION MAP ACT.

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LATITUDE & LONGITUDE
 LAT. = 33° 00' 00" N
 LONG. = -88° 32' 00" W
 (APPROX. CENTER OF PROJECT)

NOTE
 • INDICATES APPROXIMATE LOCATION OF PROJECT

LAND USE	AREA (AC)	PERCENT
INDUSTRIAL	1.00	100.00
TOTAL ACRES	1.00	100.00

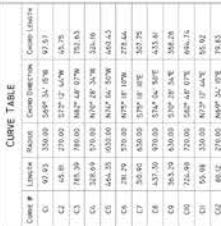


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PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
80	121.42	N42.064 E 019.996
81	245.04	S24.05 E 012.776
82	182.56	S37.56 E 019.696
83	555.69	S64.27 E 023.336
84	510.32	S57.52 E 22.776
85	643.62	S45.69 E 24.606
86	171.79	S60.59 E 30.536
88	601.56	N63.27 E 21.576
89	719.82	S35.45 E 21.796
90	730.95	S24.30 E 20.986
91	931.58	S69.20 E 23.126
92	171.79	S56.09 E 30.536
93	955.62	S69.59 E 24.606
94	926.32	S57.52 E 22.776
95	555.69	N64.27 E 023.336
96	182.56	N37.56 E 019.696
97	56.82	N12.05 E 012.776
98	86.85	N67.43 E 019.996



1. The purpose of this study was to determine the effect of a 12-week, low-intensity, supervised exercise program on the physical and psychological health of individuals with chronic low back pain. The study was conducted in a community-based setting, and the results were compared to a control group that did not participate in the exercise program. The study was conducted in a community-based setting, and the results were compared to a control group that did not participate in the exercise program.

Received 10 November 2004; accepted 12 January 2005
Published online 15 February 2005 in Wiley InterScience
(www.interscience.wiley.com). DOI: 10.1002/anie.200461000

Journal of Interpersonal Violence 27(10)
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NAME _____
ADDRESS _____
CITY _____ STATE _____ ZIP _____
COUNTRY _____
TELEPHONE _____
FAX _____
E-MAIL _____
DATE _____

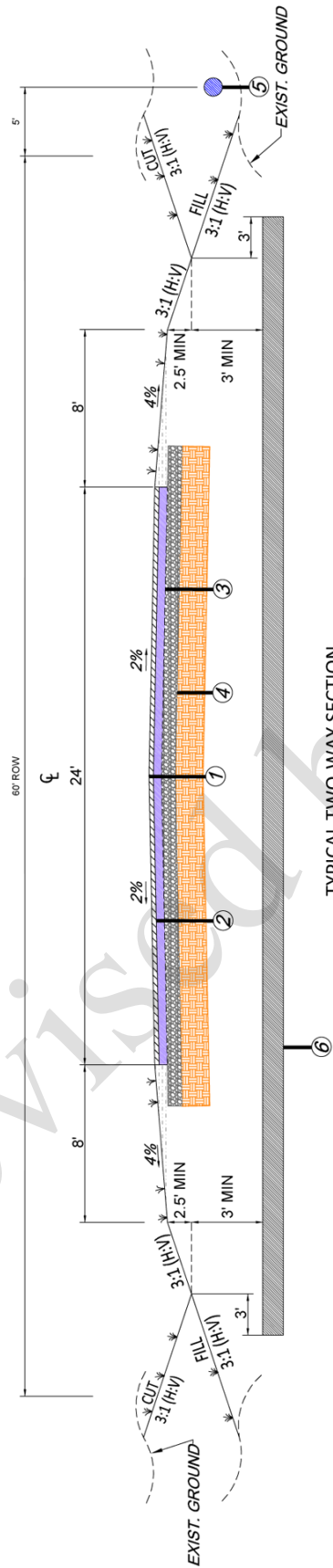
Journal of Management Education 32(1) 10-20
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Date received by collector _____
Name of collector _____

Author's address: *Department of Mathematics, University of California, San Diego, 950 University Ave., San Diego, CA 92093, USA*
E-mail address: *gshen@math.ucsd.edu*

[illegible]

Attachment 4- Proposed Street Section



TYPICAL TWO-WAY SECTION
(NOT TO SCALE)

- ① 2" SURFACE COURSE ASPHALT PAVEMENT
- ② 3" BASE COURSE ASPHALT PAVEMENT
- ③ 8" CRUSH STONE COMPACTED TO 95% STANDARD PROCTOR
- ④ DESIGN SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
- ⑤ 10" WATER MAIN
- ⑥ 20" DUCTILE IRON UTILITY CASING (AS SHOWN ON PLANS)



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

AGENDA ITEM DEPT.: Mayors Office
AGENDA DATE: 12.19.17
PAGE: 1

SUBJECT: Consideration and discussion for approval of the Memorandum of Understanding between Mississippi Transportation Commission, and the City of Starkville regarding the SP-0018-03(025) LPA/107158 Sidewalks and Landscaping along SR 12 Corridor City of Starkville.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Mayors Office/ Engineering

DIRECTOR'S
AUTHORIZATION: Edward C. Kemp

FOR MORE INFORMATION CONTACT: Edward C. Kemp

SUGGESTED MOTION: Move for approval Memorandum of Understanding between Mississippi Transportation Commission, and the City of Starkville regarding the SP-0018-03(025) LPA/107158 Sidewalks and Landscaping along SR 12 Corridor City of Starkville.

Memorandum of Understanding

SP-0018-03(025)LPA/107158
Sidewalks and Landscaping along SR 12 Corridor
City of Starkville

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "COMMISSION"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and the City of Starkville (hereinafter referred to as the "LPA"), for the purpose of establishing the conditions under which the LPA may utilize MDOT funding and to specify acts required to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the LPA has announced its intentions to construct sidewalks and landscaping along the SR 12 Corridor; (hereinafter referred to as the "PROJECT"), and the COMMISSION is hereby consenting to allow the LPA to manage the PROJECT under the terms and provisions of this Memorandum of Understanding; and

WHEREAS, it is anticipated that approximately \$652,098.00 in MDOT funds are available for the construction of the PROJECT. The above funds are subject to normal reductions and obligational limitations; and

WHEREAS, the LPA will be responsible for all PROJECT cost over and above the maximum amount of MDOT Funds allocated to the PROJECT by the COMMISSION, and the MDOT requires the LPA to provide the local share (local match) previously stated; and

WHEREAS, the COMMISSION and the LPA desire to set forth more fully the understanding of the parties with respect to the process by which this will be accomplished, and this document supersedes all other agreements related to the above-described PROJECT unless herein specified.

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the COMMISSION enter into this Memorandum of Understanding for these and any future MDOT funds that may be allocated to this PROJECT, and agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person of responsible charge for the PROJECT and will coordinate all PROJECT activities with the MDOT District LPA Coordinator.

2. The LPA shall follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the PROJECT including, but not limited to, project activation, consultant selection, request

and/or develop and follow all necessary permits, environmental process, preliminary design, Right of Way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out.

3. The LPA shall submit to the MDOT four (4) complete sets of “as-built” plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the PROJECT during and after completion so that the MDOT investment in the PROJECT is preserved. If maintenance is not performed, as appropriate, future MDOT funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of project funds through all available legal actions.

5. The LPA shall follow and abide by any and all MDOT requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act of omission or commission on the part of the LPA causes loss of MDOT funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold MDOT reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the PROJECT. Payments to railroads, their consultants or contractors, for work included in the PROJECT, may be made by MDOT, in its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the PROJECT.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the PROJECT, over and above the available MDOT funds for the PROJECT.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled “The Mississippi Employment Protection Act,” as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the COMMISSION, the Department of Employment Security, the State Tax Commission, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired

employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for a project including press releases; materials for groundbreakings, ribbon cuttings or other public events; and any other public information or media resources by notifying the MDOT Public Affairs Division, 601-359-7074, comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this project.

11. In the event right-of-way acquisition for, or actual construction of, the road for which this preliminary engineering is undertaken is not started by the close of the tenth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of MDOT funds reimbursed to the LPA for this preliminary engineering work; and (2) in the event that right-of-way acquisition is started by the close of the tenth federal fiscal year, but construction is not started by the close of the twentieth federal fiscal year following the fiscal year in which this preliminary engineering project is obligated, the LPA may be required to repay to the MDOT the sum or sums of MDOT funds reimbursed to the City for this preliminary engineering work and right-of-way acquisition.

12. The LPA will be required to submit to the District LPA Coordinator monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work which has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule which will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards. The accounting system and its controls should at all times maintain adequate recording and reporting of MDOT funds received by the LPA. If sufficient internal controls over the LPA's MDOT funding are not maintained, MDOT funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in MDOT funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any MDOT department or agency.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC and FHWA approval and that all costs of the improvements that are not covered by MDOT funds are borne by the LPA.
2. Enter into cooperative agreements or permits necessary to allow the LPA access to the property of the COMMISSION for the purposes of constructing the proposed transportation improvements.
3. Work with the LPA, through the District LPA Coordinator, during the various phases of the work with the goal of producing a project that will be acceptable to the COMMISSION upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the project to progress in an orderly fashion.
5. During the progress of the PROJECT, assist the LPA in obtaining reimbursements of MDOT funding for any phase that is eligible for reimbursement. All costs associated with this process, and any other involvement by the MDOT staff in this PROJECT, may be charged as a project cost.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. In its discretion, make payments to railroad companies, their consultants or contractors for work on railroads included in the PROJECT. The payments made shall come from project funds obligated for the PROJECT.

ARTICLE II. GENERAL PROVISIONS

- A. Should the LPA fail to complete the construction of the proposed transportation improvements as contemplated by this agreement after construction is commenced, the LPA agrees that it will bear all costs of completion over and above the funds supplied by the FHWA through MDOT. The COMMISSION shall have the right to audit all accounts associated with the PROJECT, and should there be any overpayment by the COMMISSION to the LPA, the LPA agrees to refund any such overpayment within 30 days of written notification. Should the LPA fail to reimburse the COMMISSION, the COMMISSION shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.
- B. This Memorandum of Understanding shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice shall not, however, cancel any contract made in reliance upon this agreement and underway at the time of termination. Any contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total legal and financial responsibility for any such agreement. Additionally, funds may be suspended/terminated under the provisions of Section F.
- C. It is understood that this is a Memorandum of Understanding and that more specific requirements for the conduct of the design of the transportation improvement project are

contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, MDOT reserves the right to obligate funds for the project as obligation authority becomes available, and may not authorize the obligation of those funds until after the obligation of other projects that are set to meet their individual deadlines

E. The Executive Director of MDOT may withhold MDOT funds for the PROJECT for any of the following reasons:

1. Failure to proceed with the work when so instructed by the MDOT or to adhere to the requirements of the contract.
2. Failure to perform the work with sufficient workmen, equipment and materials to assure completion within contract time.
3. Performing unacceptable work, or neglecting or refusing to remove materials or to perform any such work as may be rejected as unacceptable.
4. Discontinuing the prosecution of the work.
5. Failure to comply with all federal, state and local laws, ordinances, regulations, permits, and all orders and decrees of bodies or tribunal's having jurisdiction or authority which affect those engaged or employed on the work or affect the conduct of the work.
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency.
7. Allowing a final judgment to stand unsatisfied.
8. Making an assignment for the benefit of creditors.
9. Failure to deal with all storm water issues as defined in the permit and/or PDM.
10. Failure to properly maintain any project that uses MDOT funds may cause future MDOT funds to be withheld for any projects in the jurisdiction of the local agency.
11. Failure for any other cause whatsoever to carry on the work in an acceptable manner.

F. It is understood that obligation authority is uncertain and should MDOT or the MPO exceed its obligation authority for the year, the LPA understands that it be may be required to move the project to another fiscal year for the funds to be obligated.

Before MDOT Funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions which make termination of funds imminent. If no

effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions of which complaint is made, within fifteen (15) calendar days after notice is given, the Executive Director may declare the MDOT Funds suspended for the PROJECT and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the MDOT funds for the PROJECT terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five days period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the PROJECT, then MDOT time may be charged to the PROJECT. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the PROJECT may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Lynn Spruill, Mayor
City of Starkville
110 West Main St.
Starkville, MS 39759
Phone: 662.323.4583
Fax: 662.324.4015

For Technical Matters:

COMMISSION:
District LPA Coordinator – District 1
MDOT
P.O. Box 2060
Tupelo, MS 38803
Phone: (662) 842-1122
Fax: (662) 840-0953

LPA:
Edward Kemp, City Engineer
City of Starkville
110 West Main St.
Starkville, MS 39759
Phone: (662) 323-4583

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

A. The relationship of the LPA to the COMMISSION is that of an independent contractor, and said LPA, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the COMMISSION by reason hereof. The LPA will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the COMMISSION, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

B. The COMMISSION executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the COMMISSION and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Understanding shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Understanding shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Understanding is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Understanding.

This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the _____ day of _____, 20____.

City of Starkville

Lynn Spruill, Mayor

Attested:

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

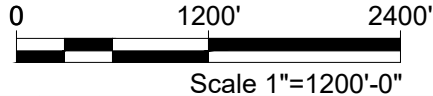
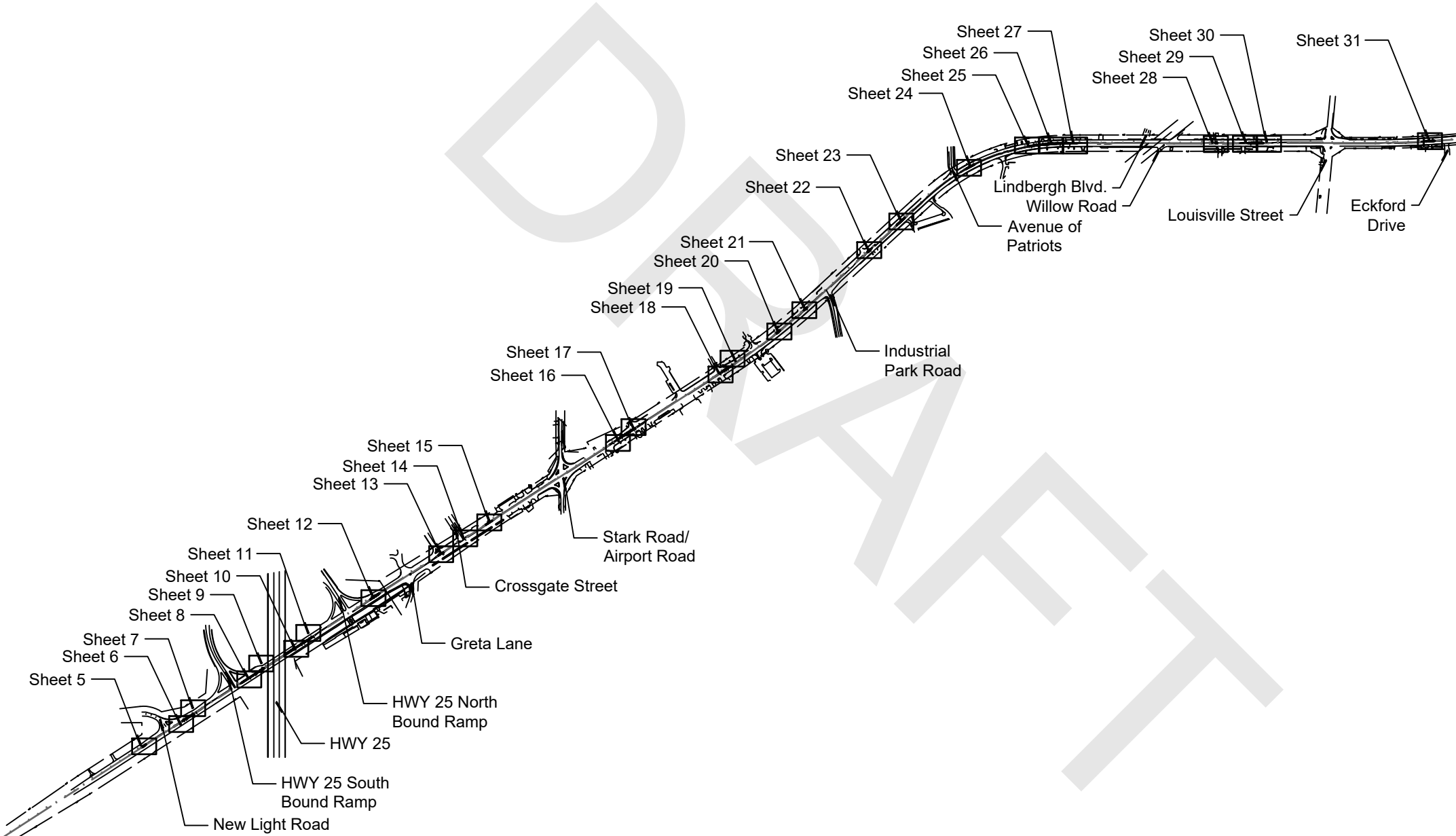
Melinda L. McGrath, PE
Executive Director
Mississippi Department of Transportation

Book _____, Page _____,

Sheet No.: 4 of 32

Permit No.: _____

REVISIONS		M/DOT	
APPLICANT	DATE	BY	DATE
	10-10-2017	DPH	

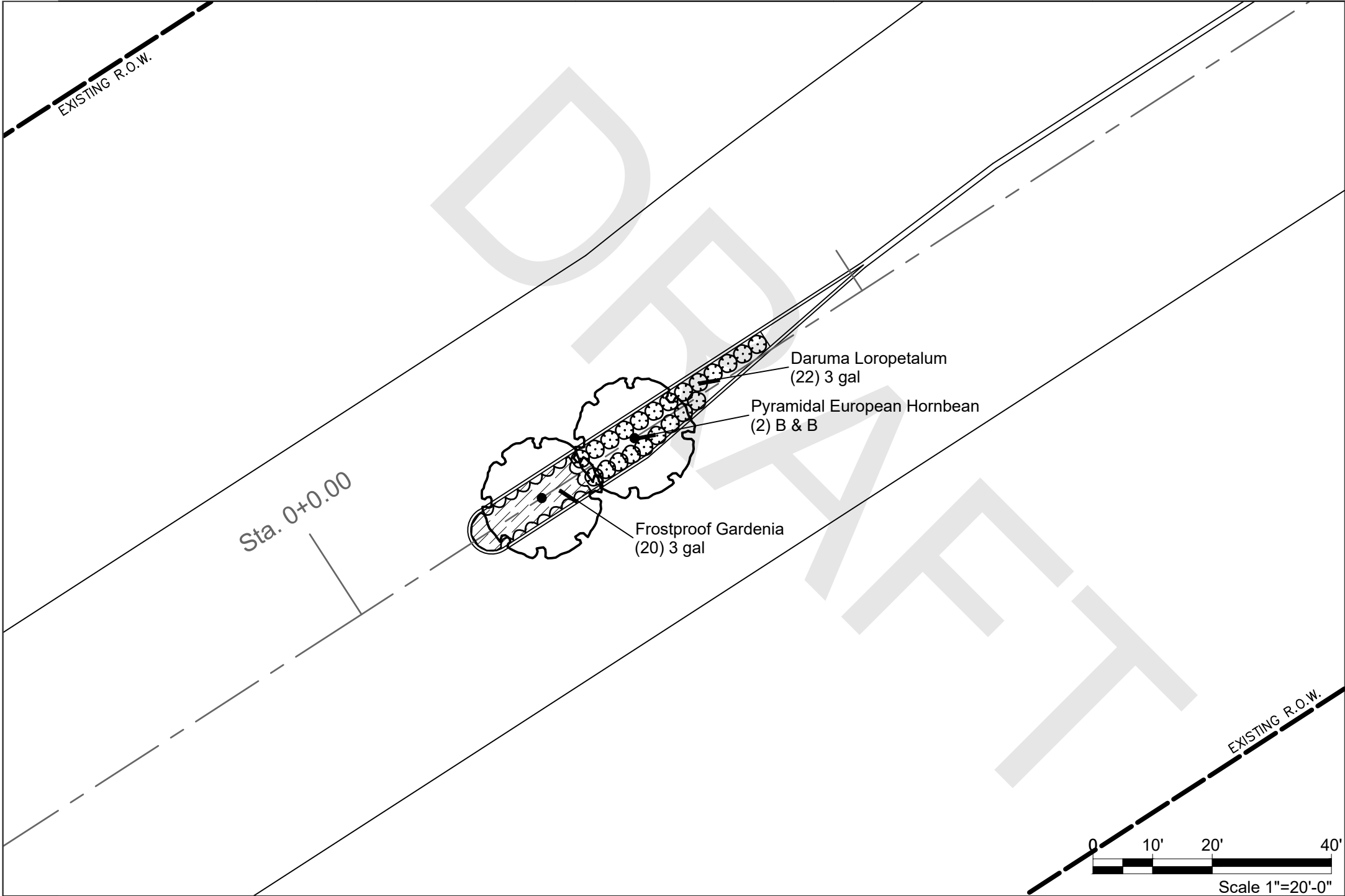


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Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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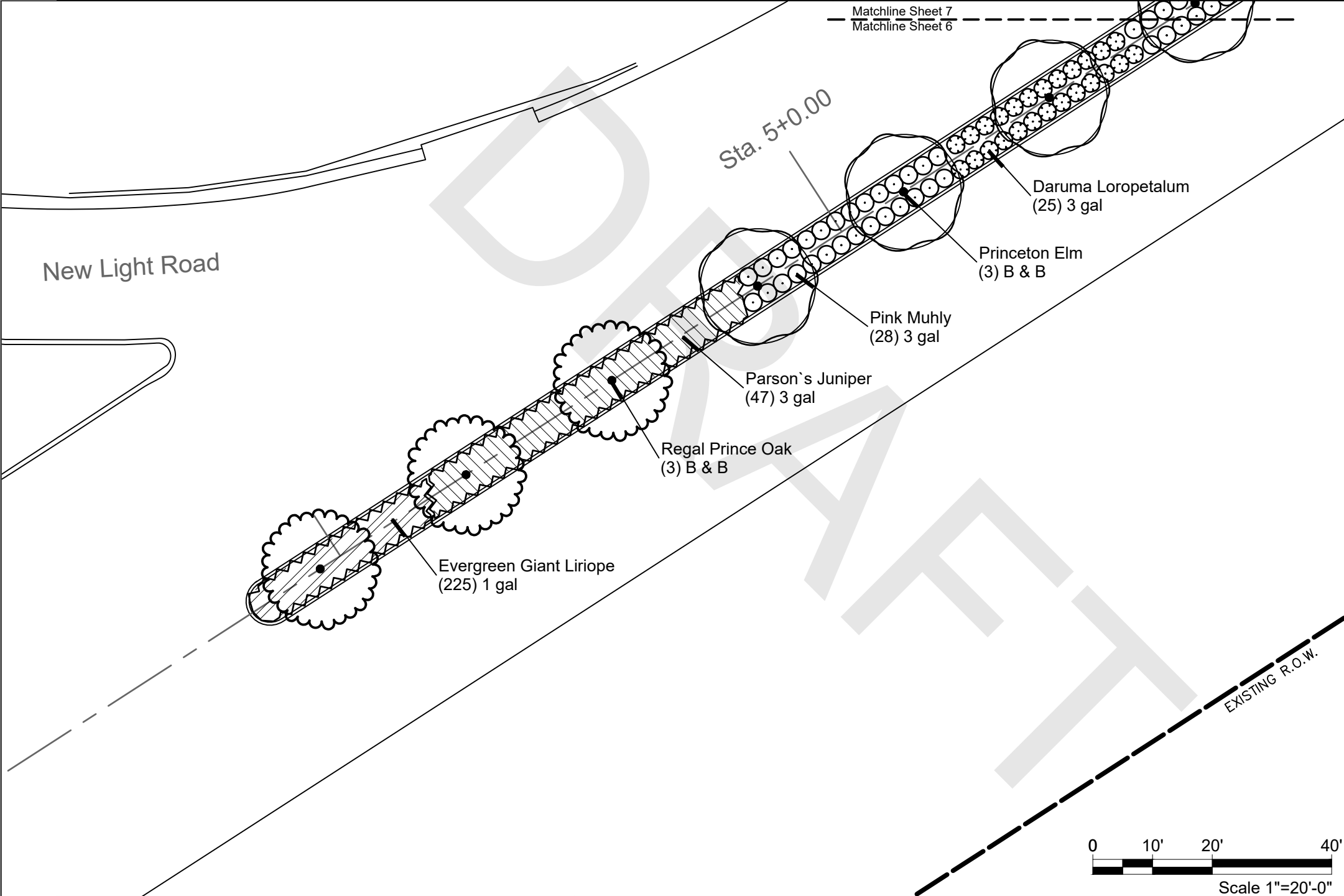
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Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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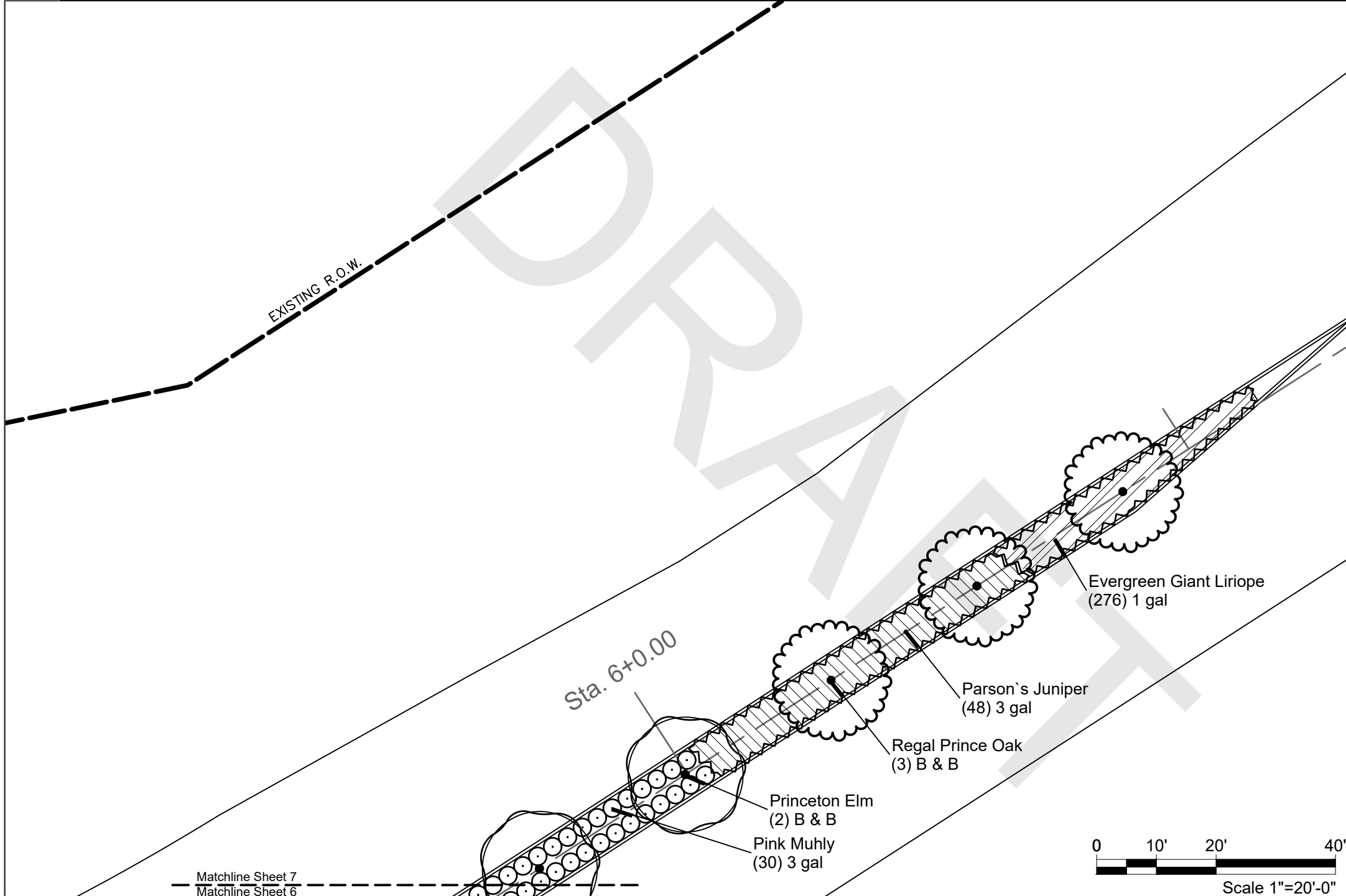
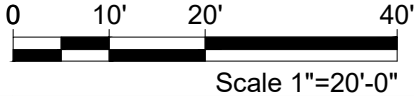


Sheet No.: 7 of 32
Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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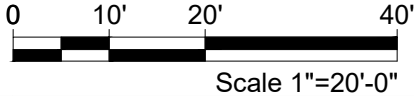
Sheet No.: 8 of 32

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REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



Show North



--- Matchline Sheet 9
--- Matchline Sheet 8

Hwy 25 South Bound Ramp

White Muhly Grass
(129) 3 gal
Regal Prince Oak
(2) B & B

Princeton Elm
(5) B & B

Frostproof Gardenia
(18) 3 gal

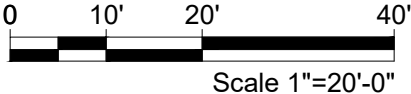
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Sheet No.: 9 of 32
Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



Show North



Hwy 25 South Bound

Sta. 14+0.00

Regal Prince Oak
B & B (2)

Daruma Loropetalum
3 gal (35)

--- Matchline Sheet 9
--- Matchline Sheet 8

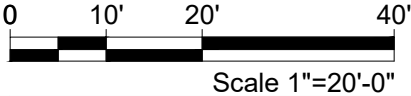
Sheet No.: 10 of 32

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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EXISTING R.O.W.

Matchline Sheet 11
Matchline Sheet 10

See Sheet 11 for plant
count and call out

Princeton Elm
(2) B & B

Regal Prince Oak
(6) B & B

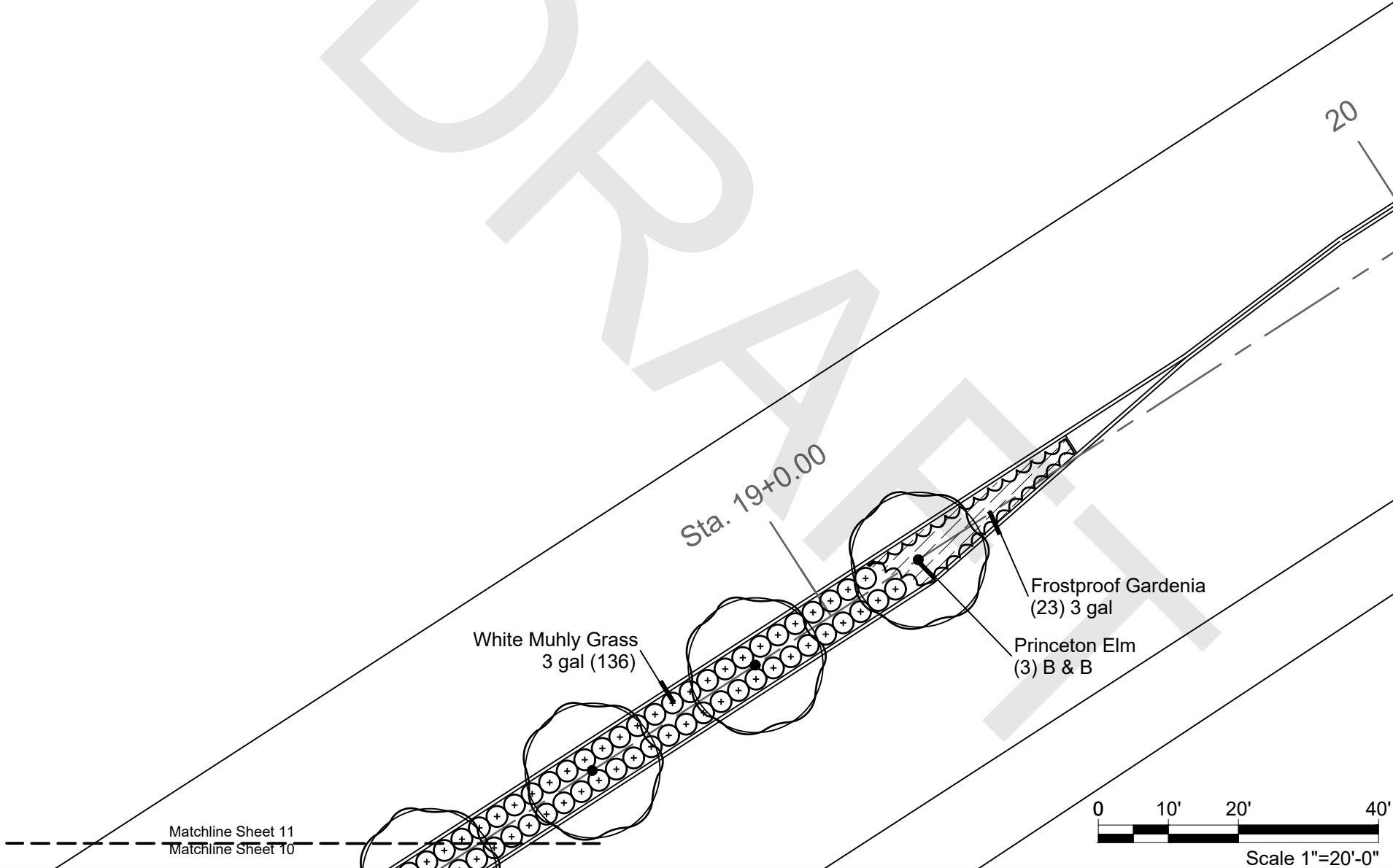
Daruma Loropetalum
(68) 3 gal

Sta. 17+0.00

Hwy 25 North Bound

Sheet No.: 11 of 32
Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		

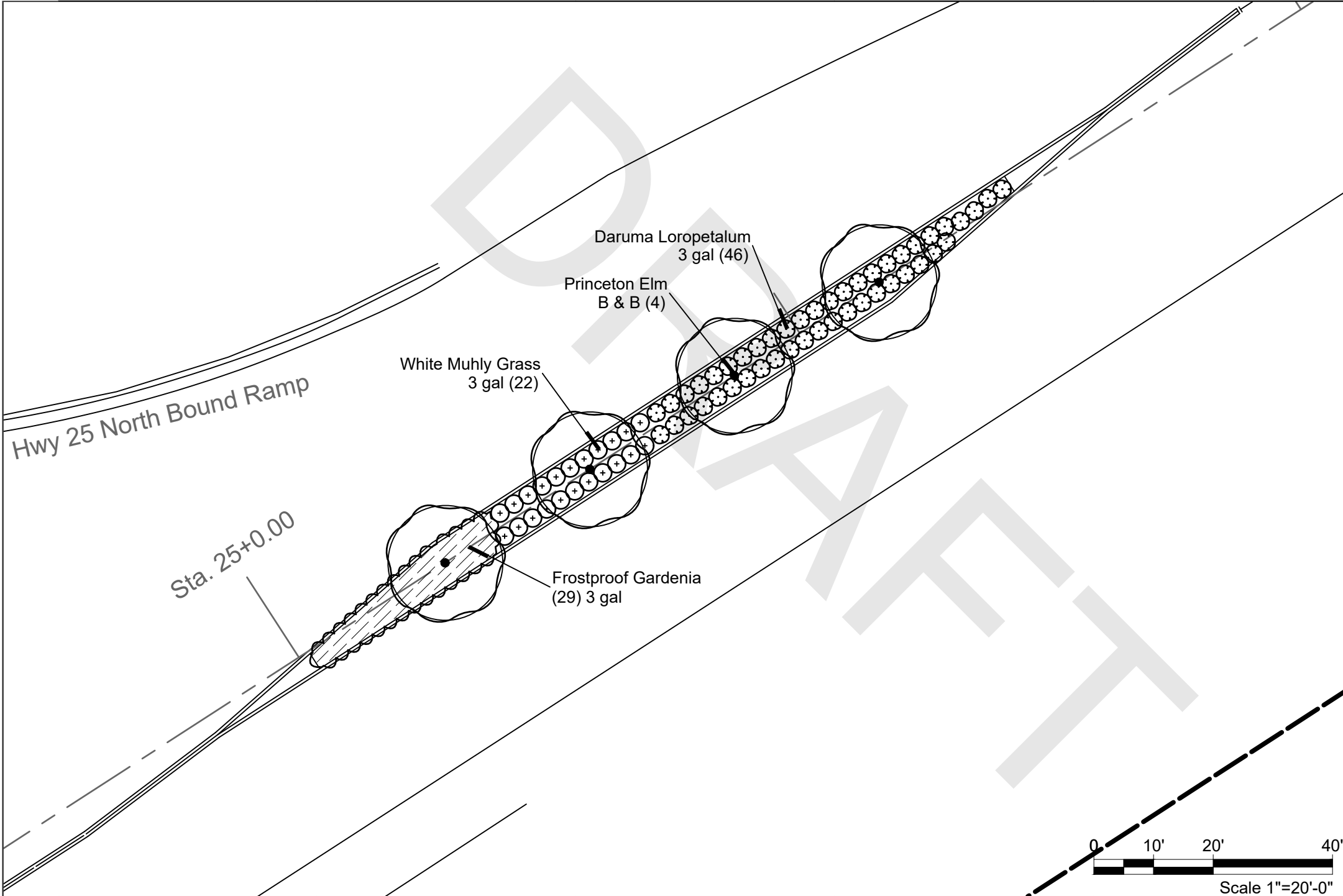
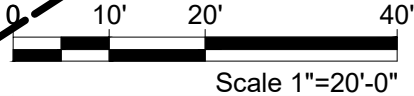


Sheet No.: 12 of 32
Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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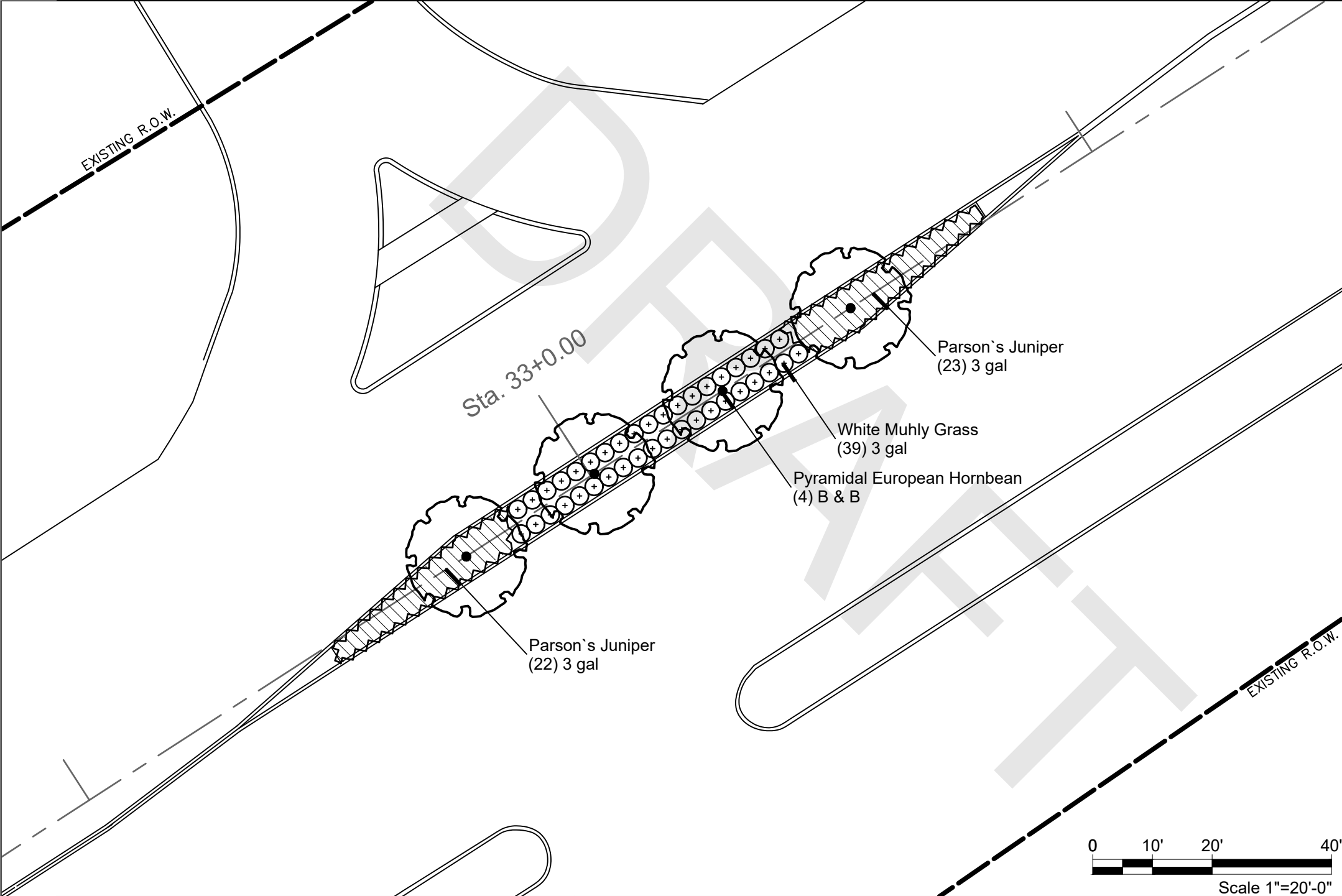
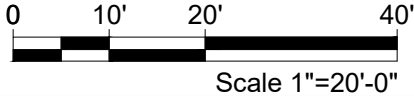
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Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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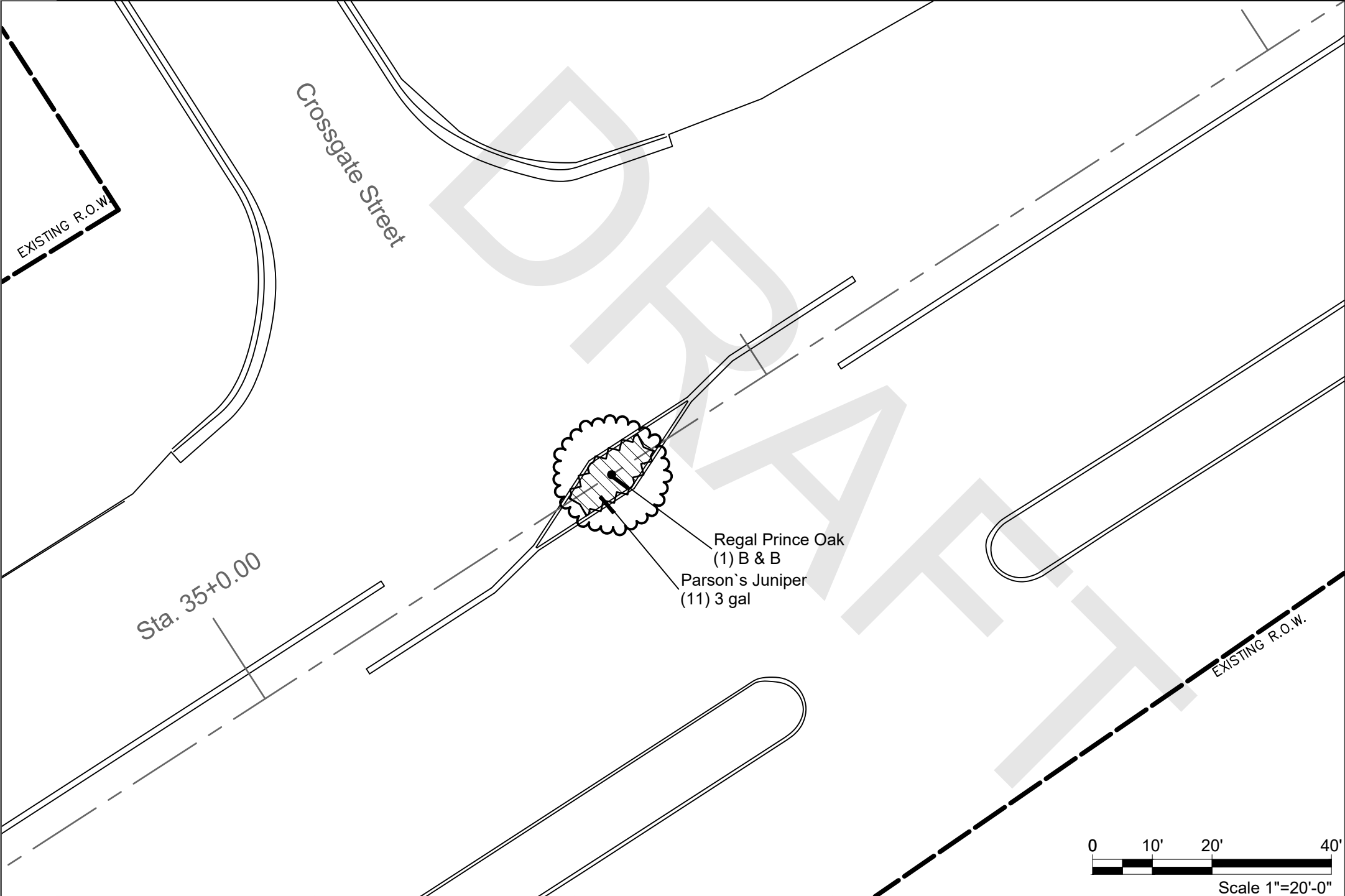
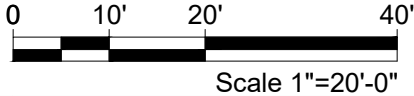
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Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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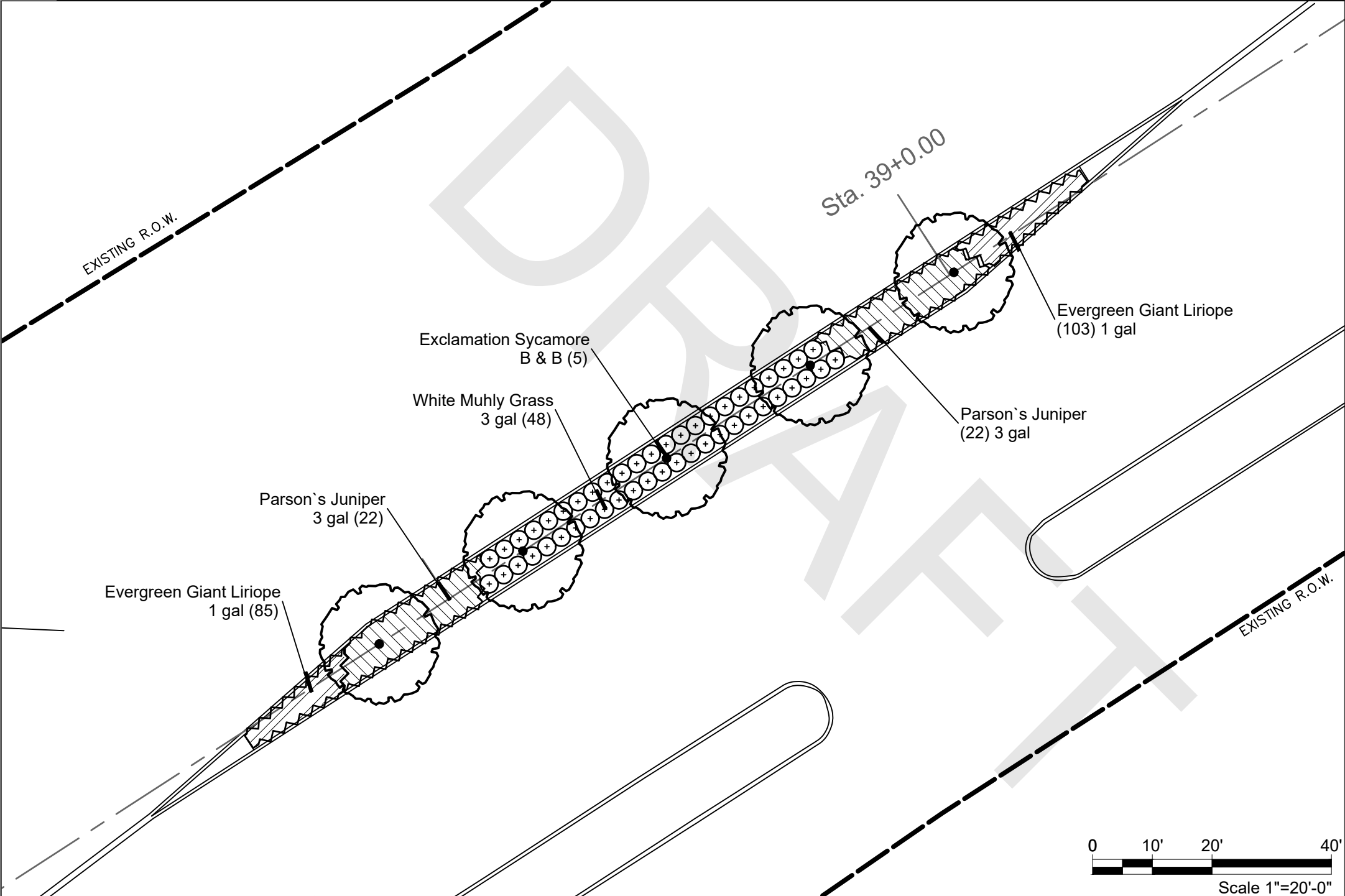
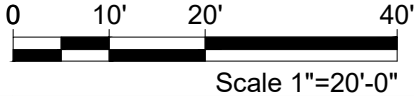
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Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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Sheet No.: 16 of 32

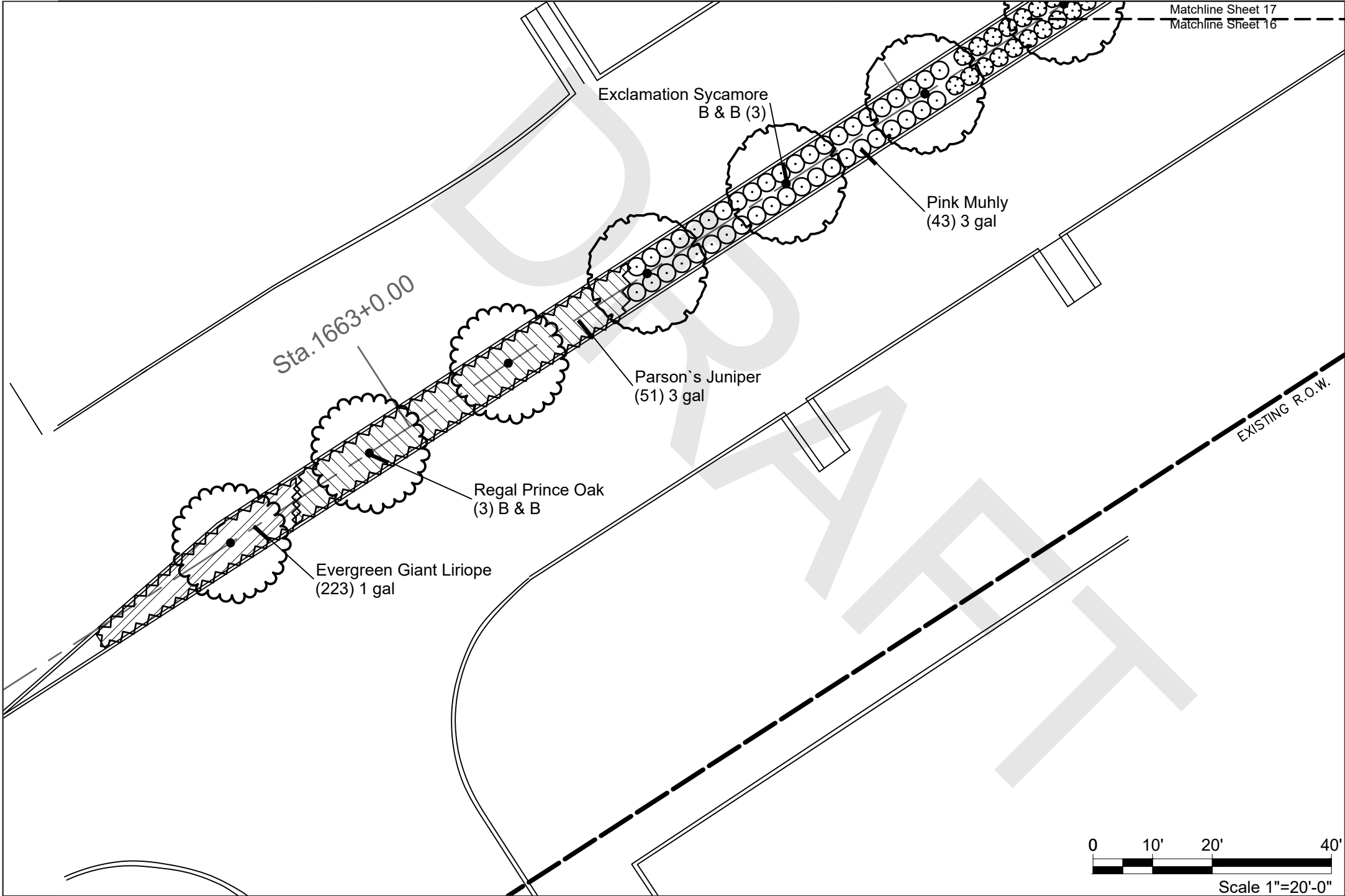
Permit No.: _____

REVISIONS		MDOT	
APPLICANT	BY	DATE	BY
10-10-2017	DPH		



Show North

Matchline Sheet 17
Matchline Sheet 16



Exclamation Sycamore
B & B (3)

Pink Muhly
(43) 3 gal

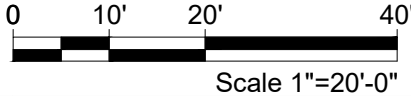
Parson's Juniper
(51) 3 gal

Regal Prince Oak
(3) B & B

Evergreen Giant Liriope
(223) 1 gal

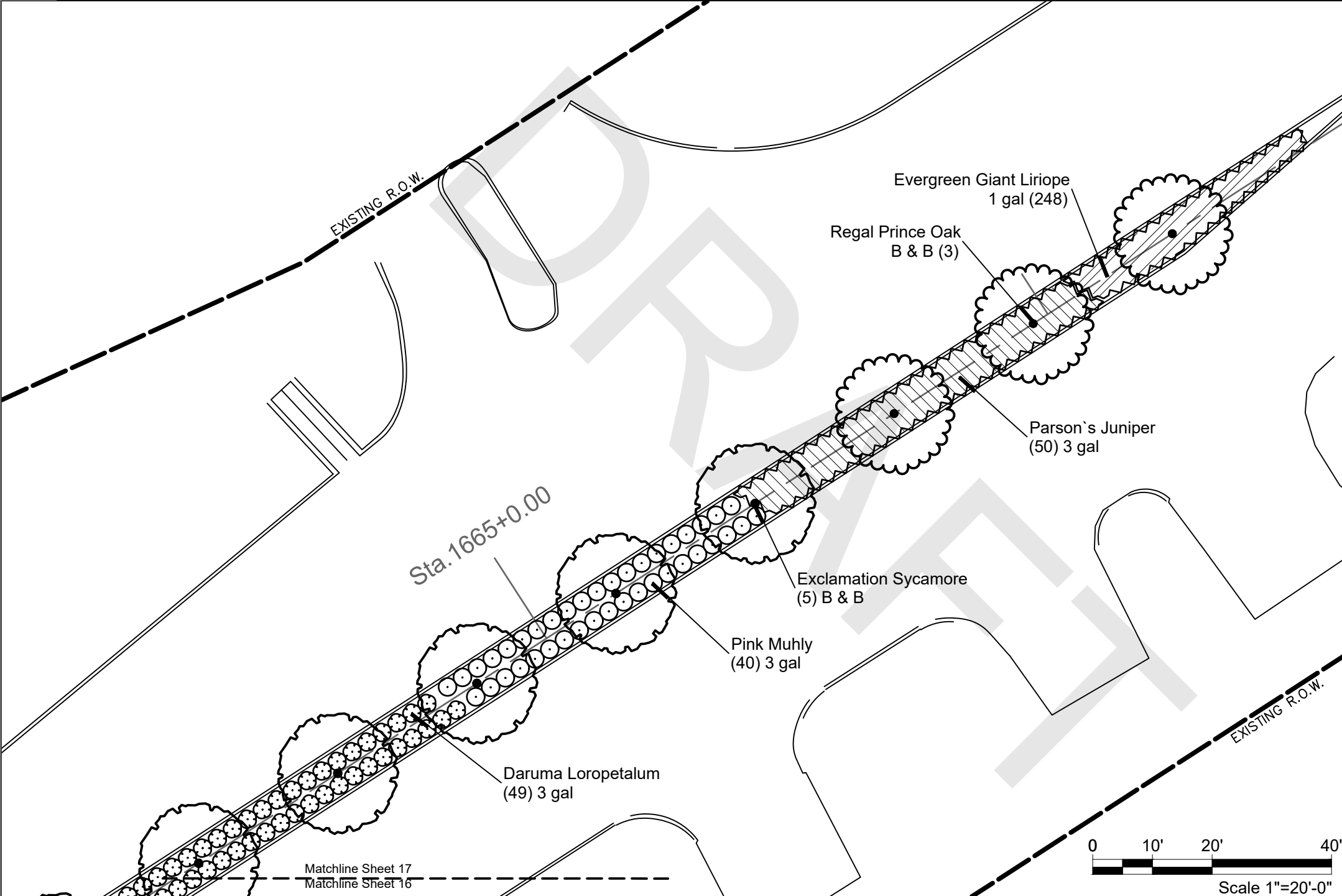
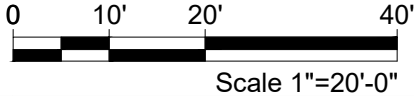
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EXISTING R.O.W.



Sheet No.: 17 of 32
Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



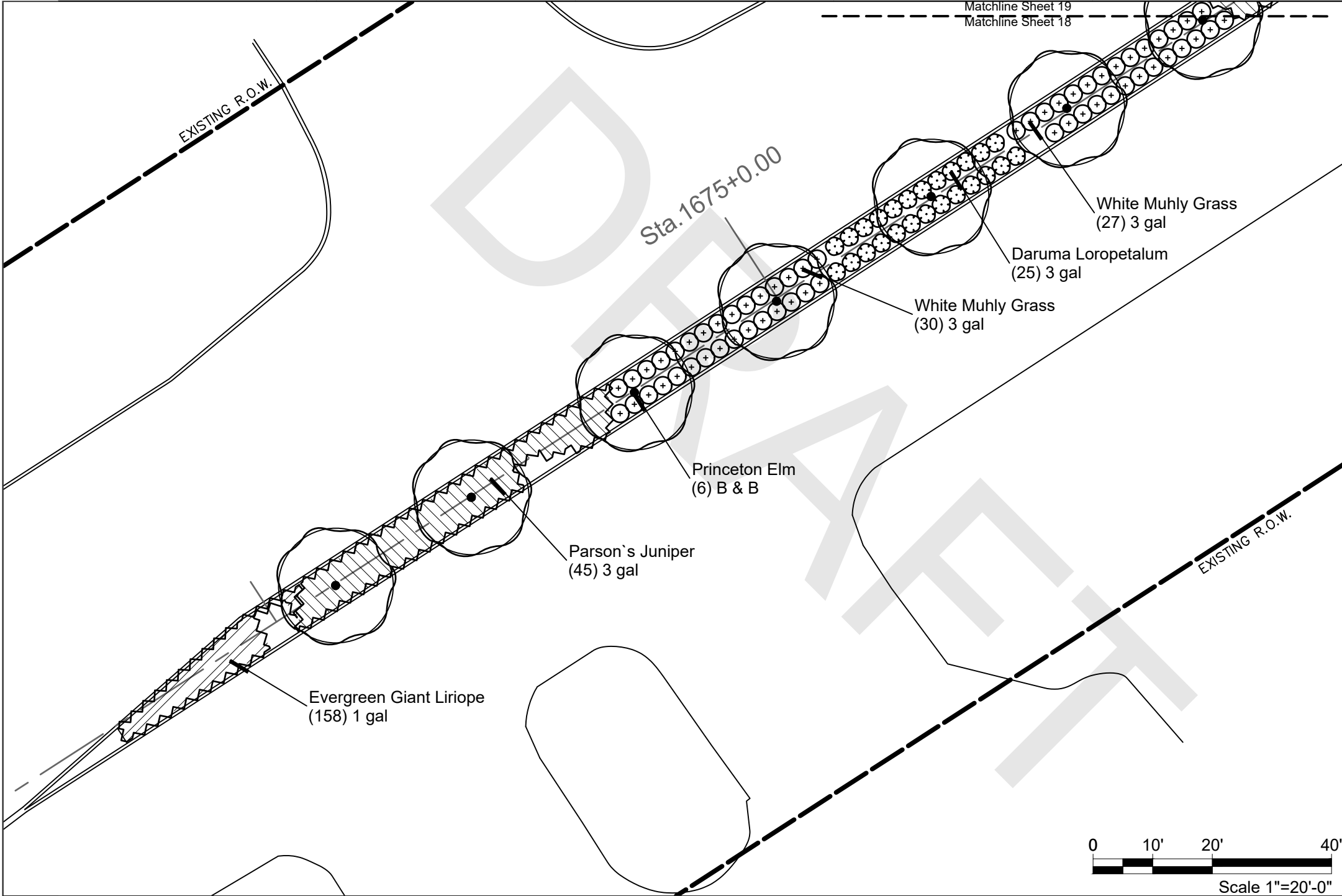
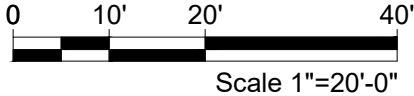
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REVISIONS			
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DATE	BY	DATE	BY
10-10-2017	DPH		

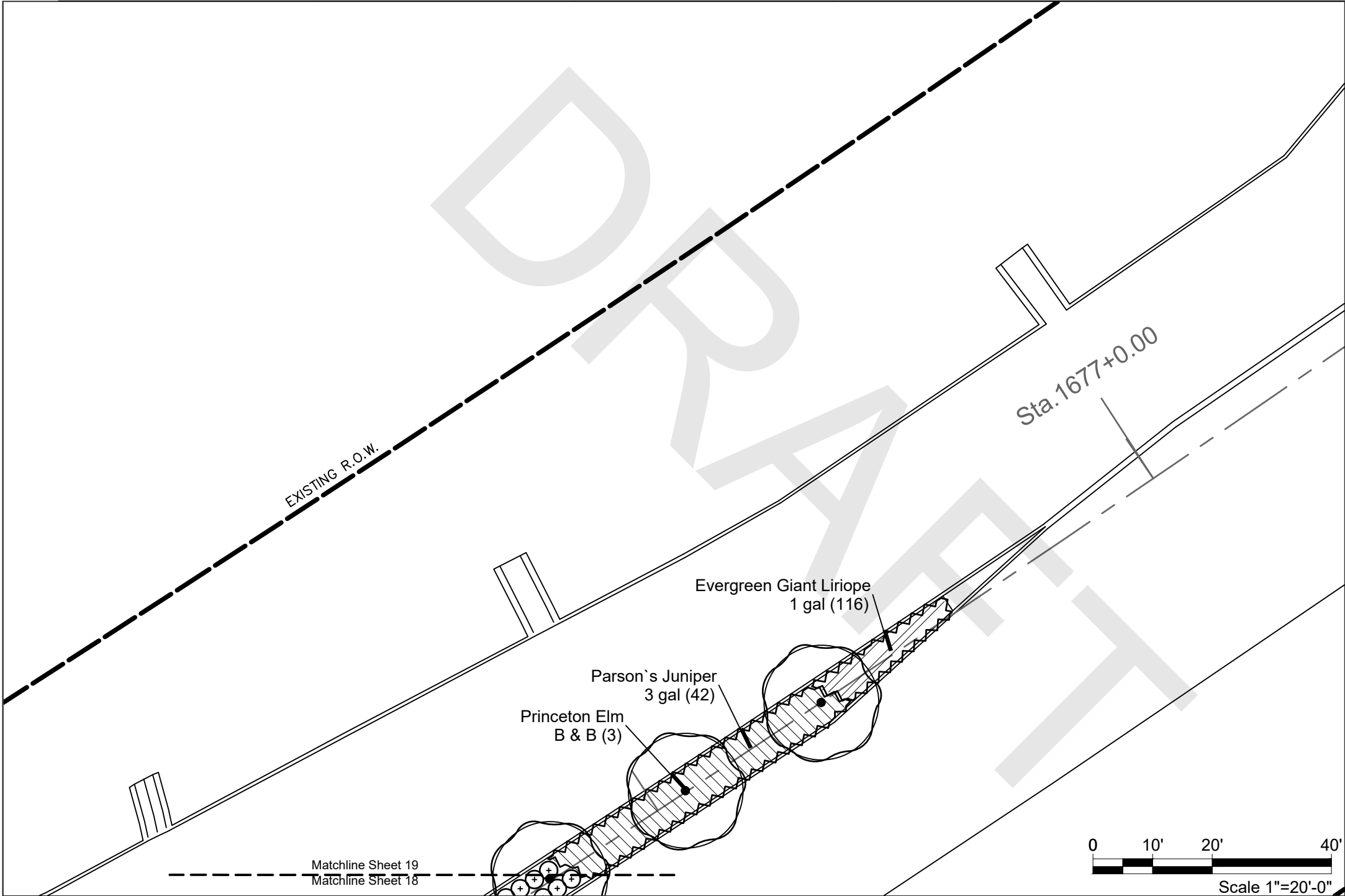


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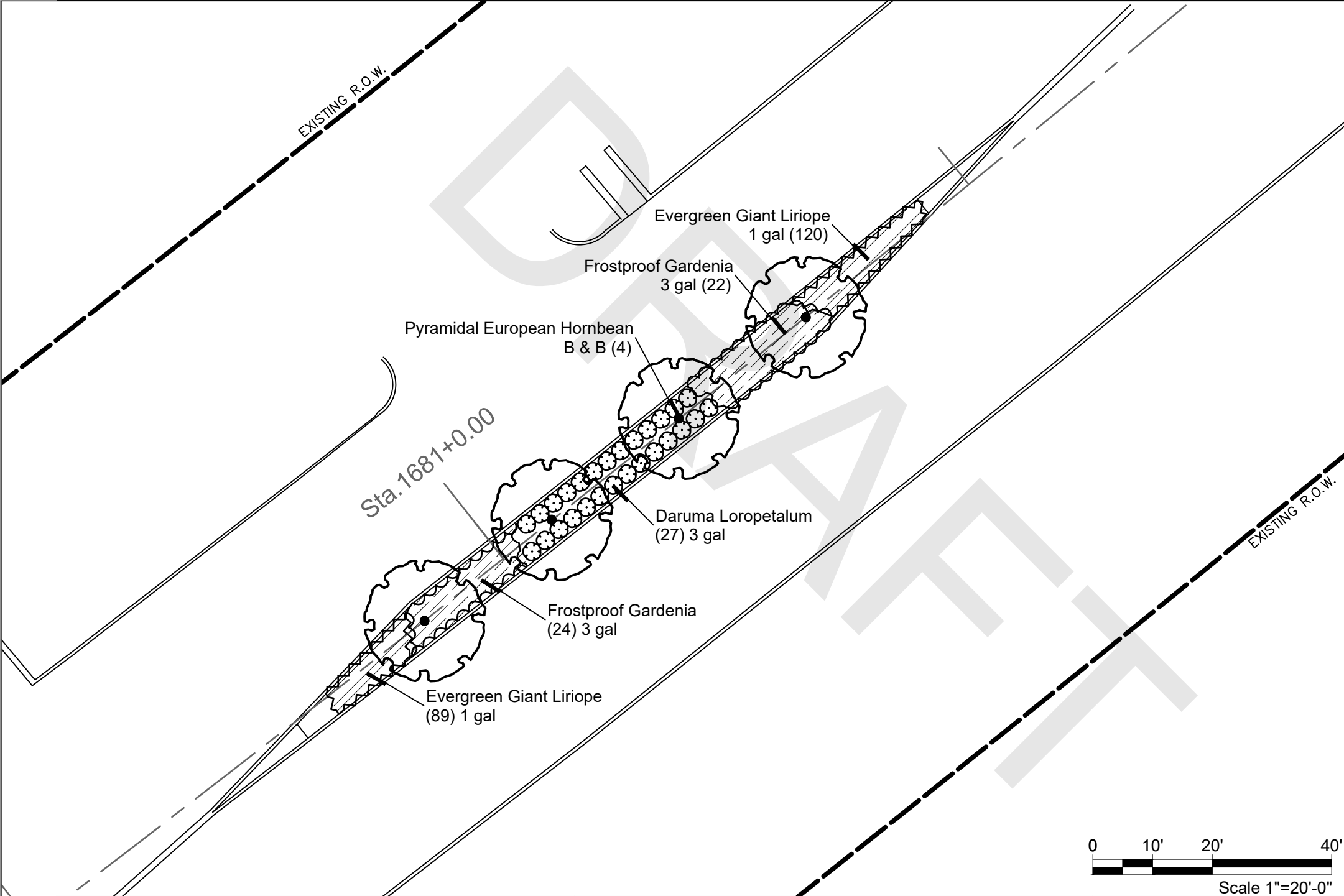
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REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



Sheet No.: 20 of 32
Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		

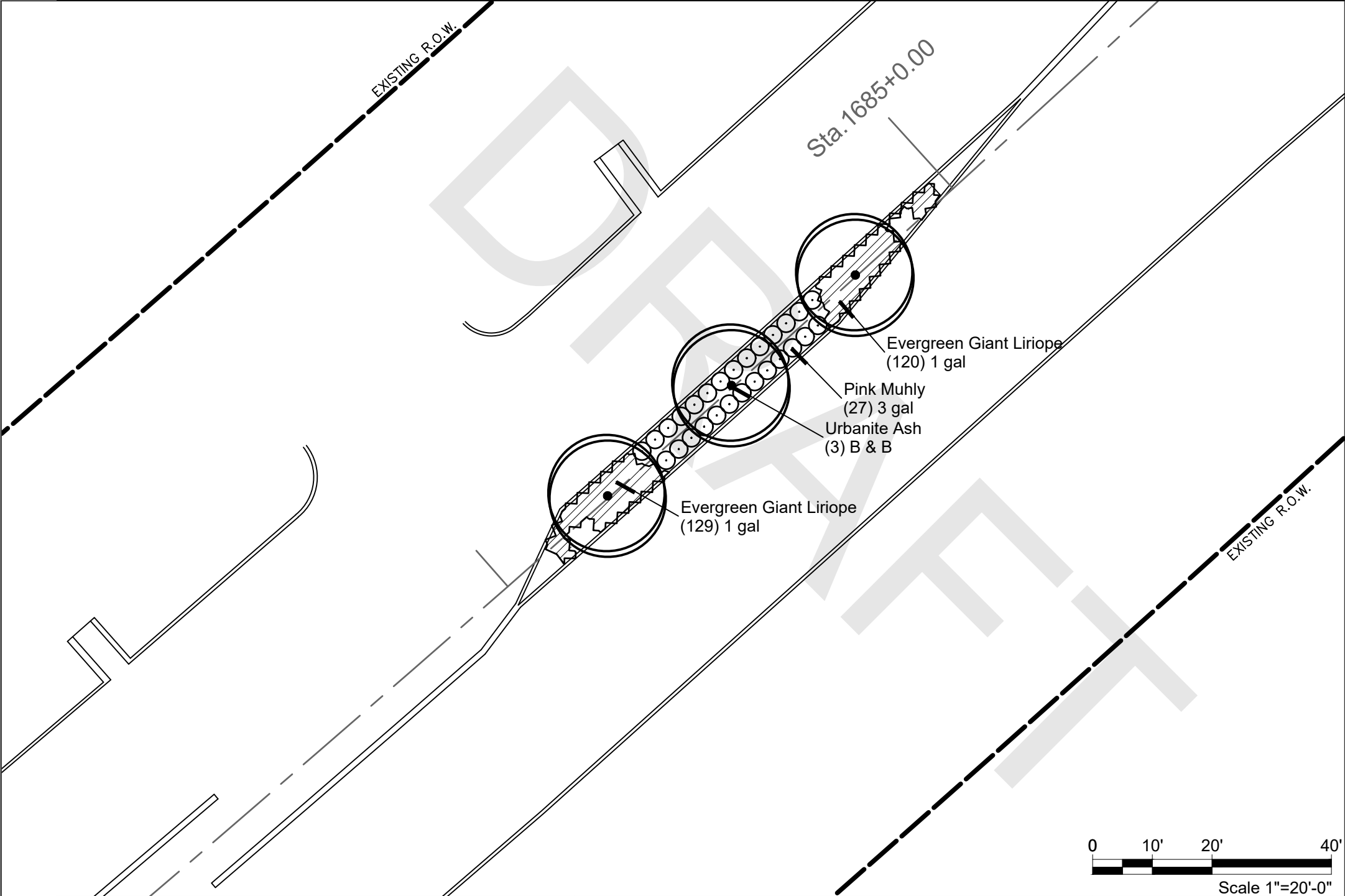
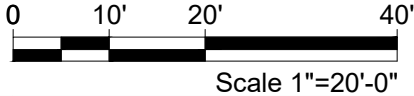


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APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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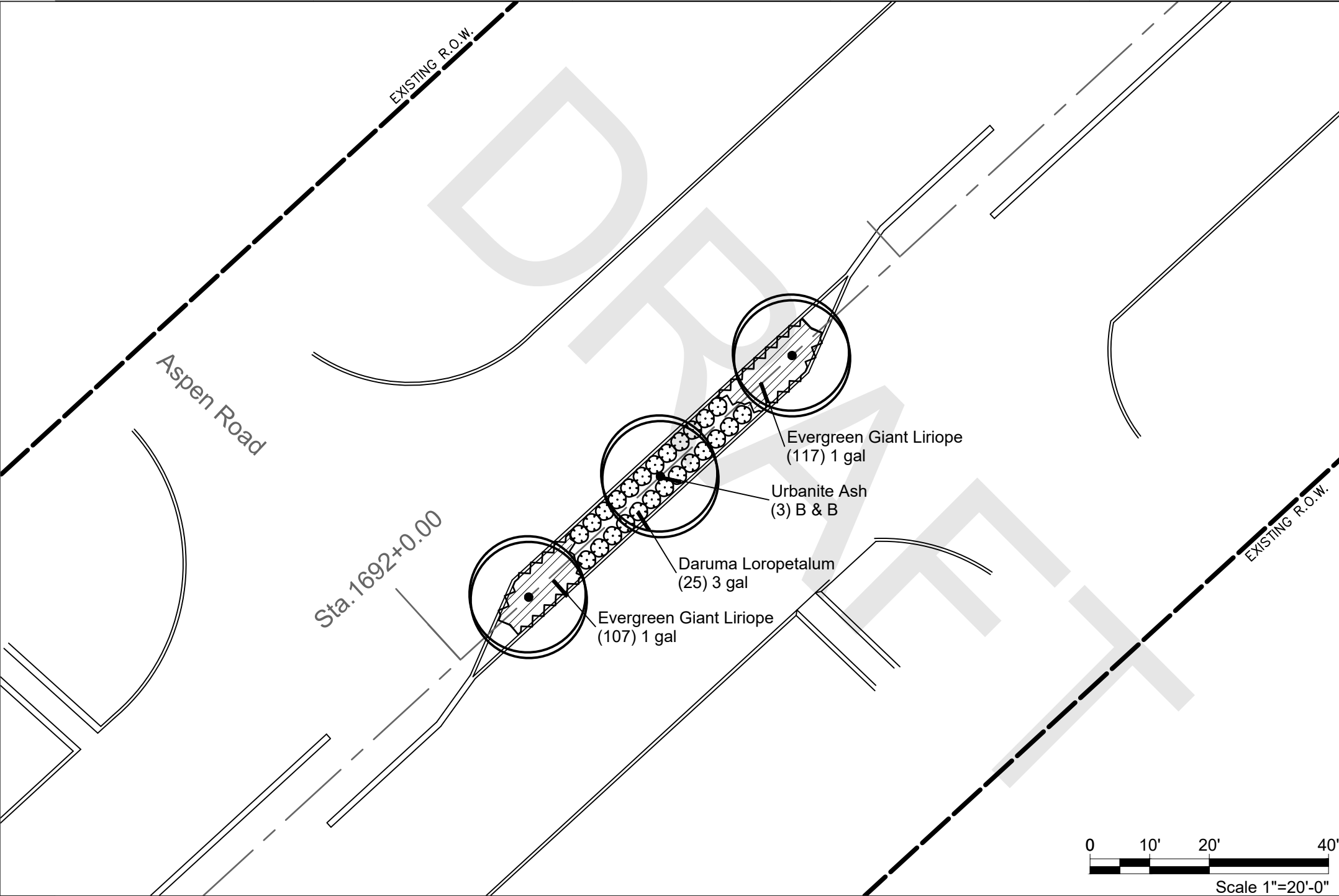


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DATE	BY	DATE	BY
10-10-2017	DPH		



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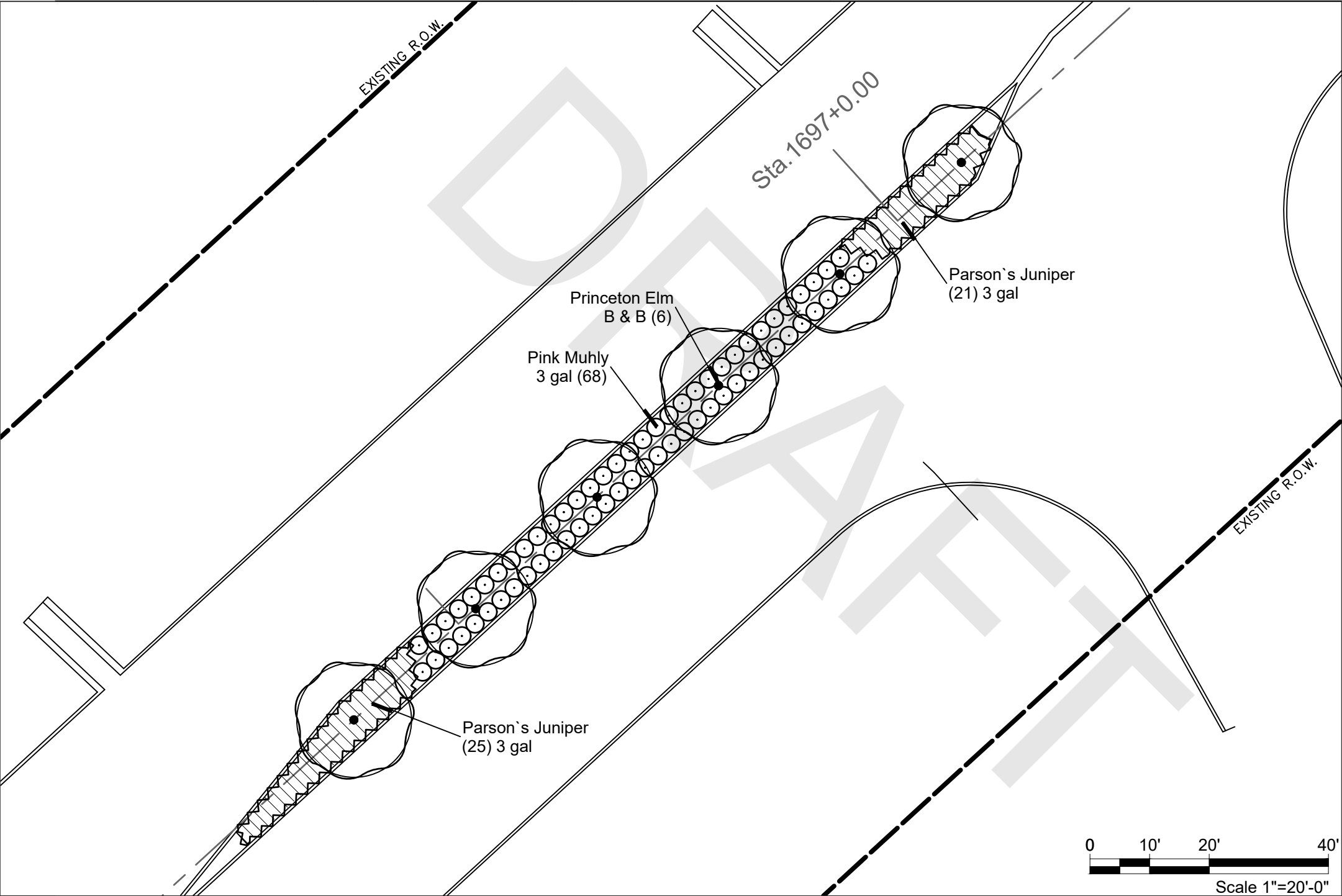
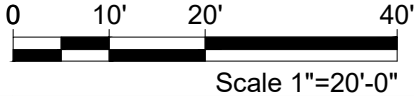


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REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



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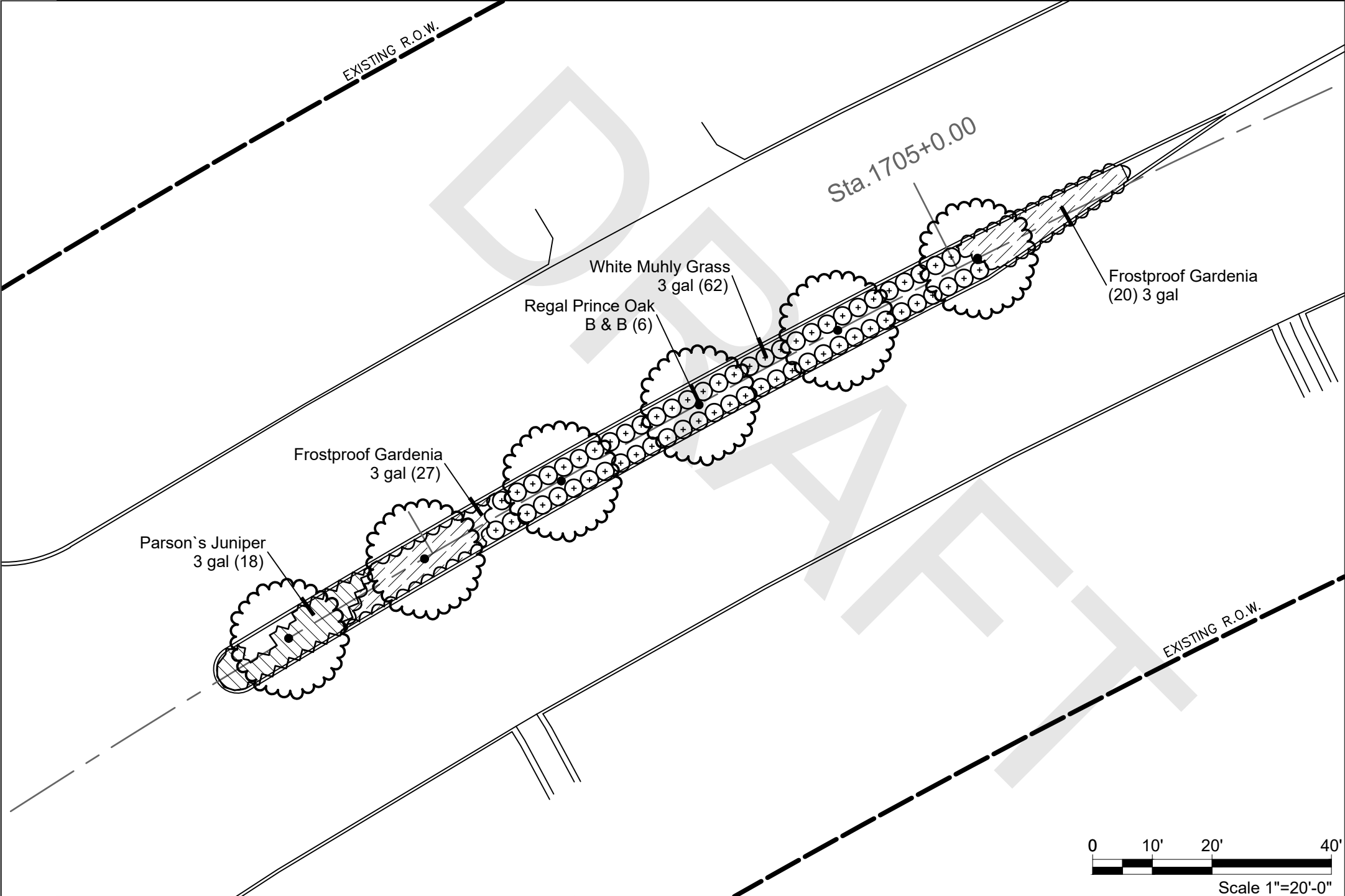
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REVISIONS			
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DATE	BY	DATE	BY
10-10-2017	DPH		



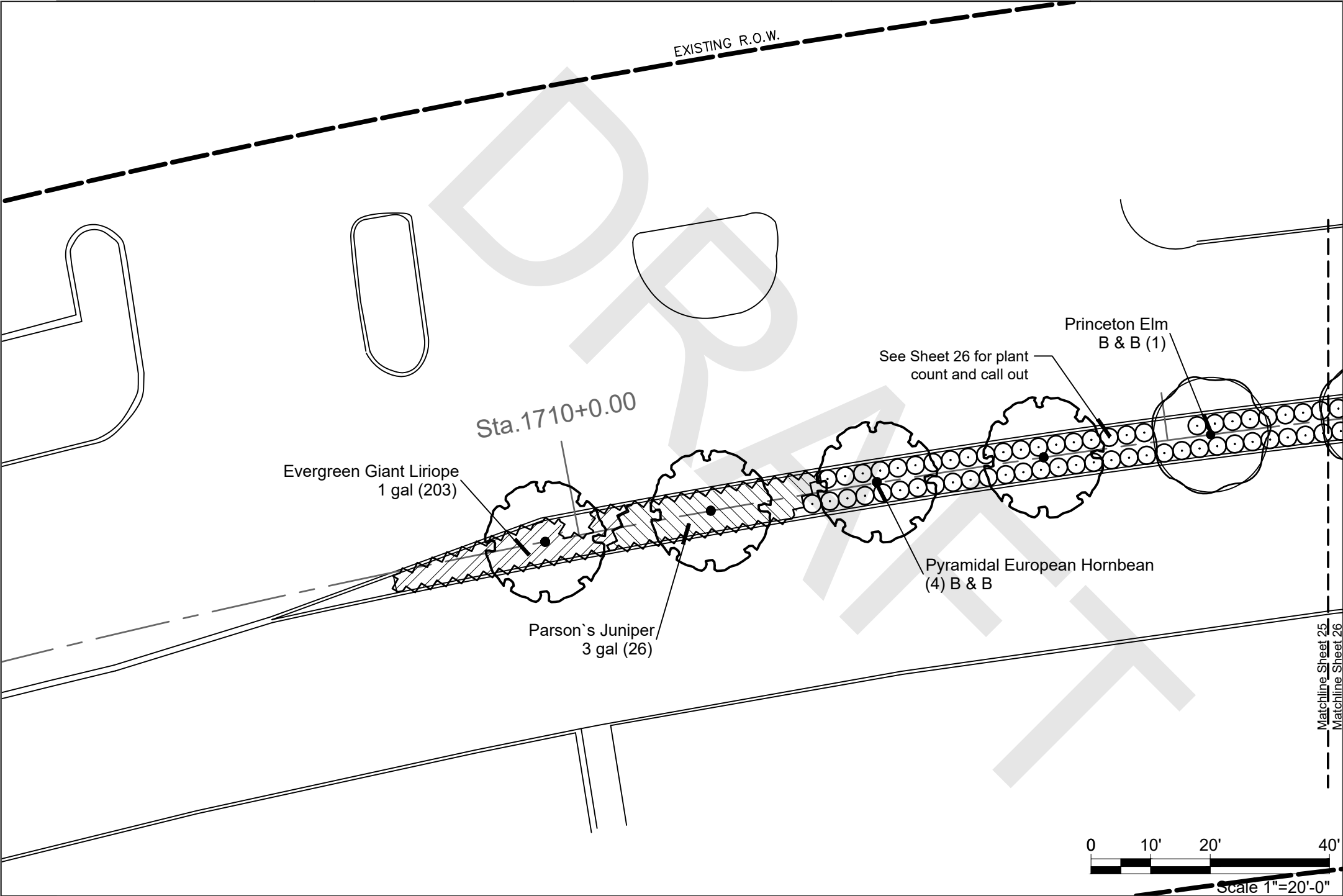
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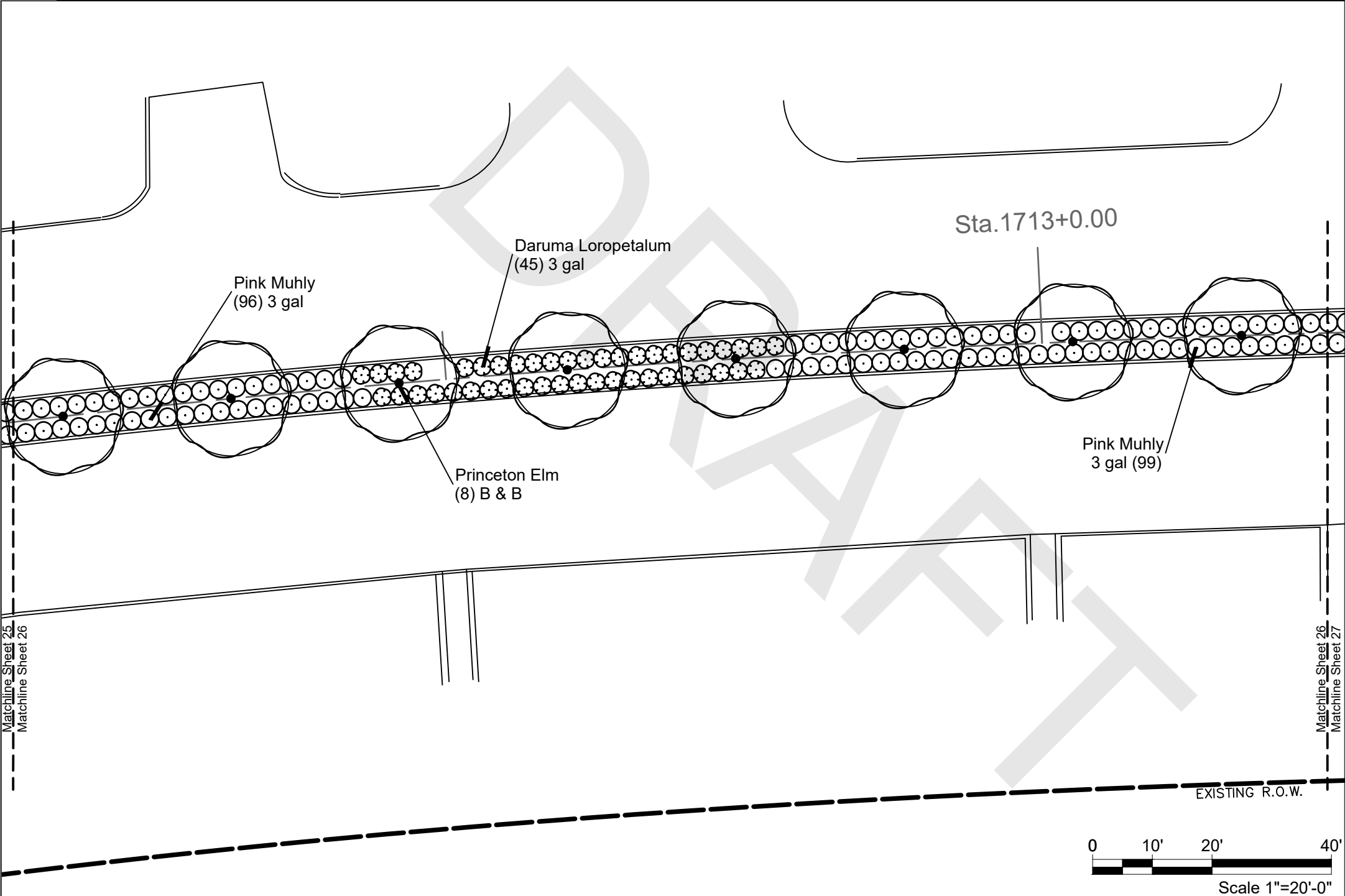
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APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



Sheet No.: 26 of 32
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DATE	BY	DATE	BY
10-10-2017	DPH		

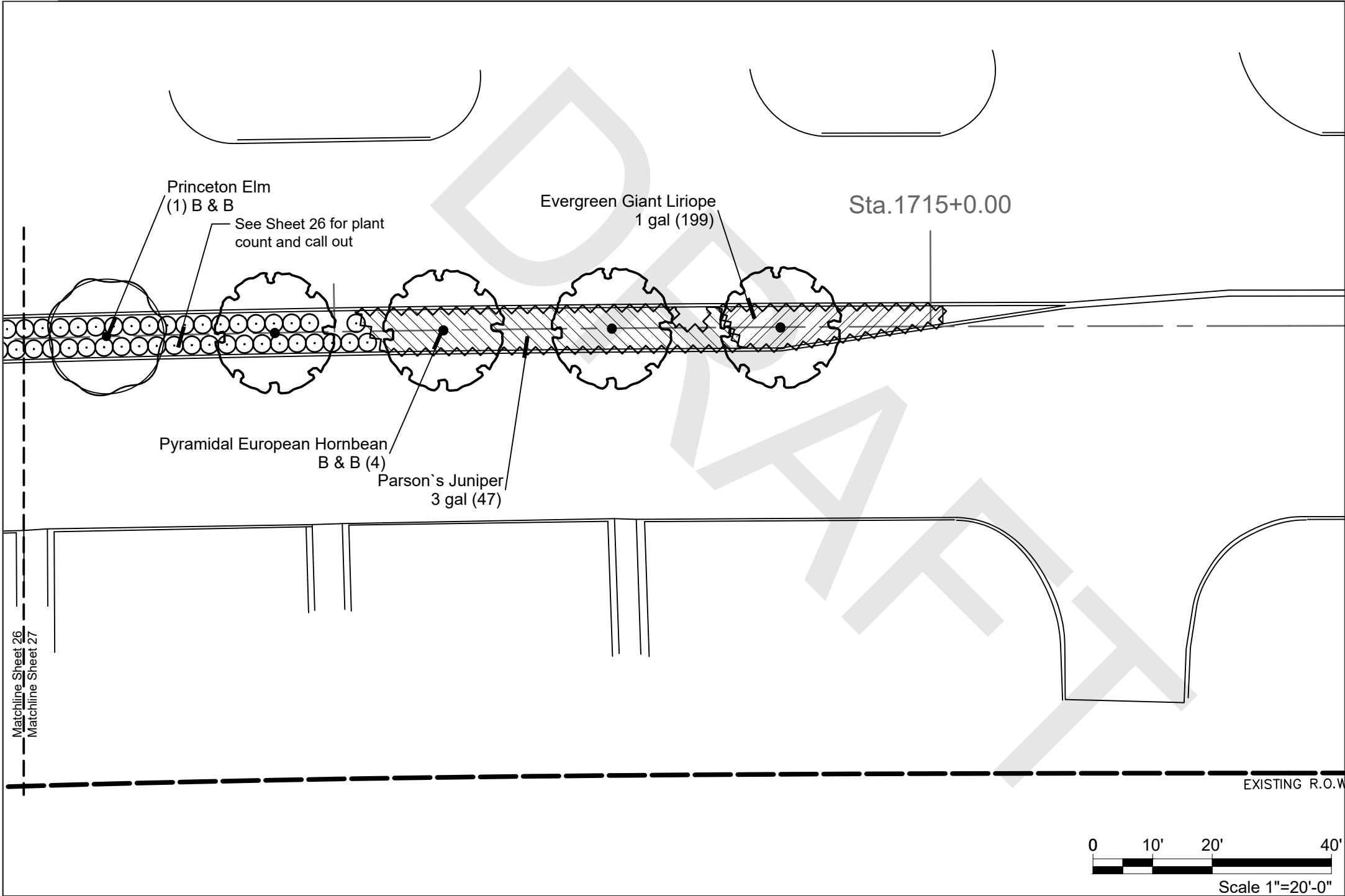


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10-10-2017	DPH		

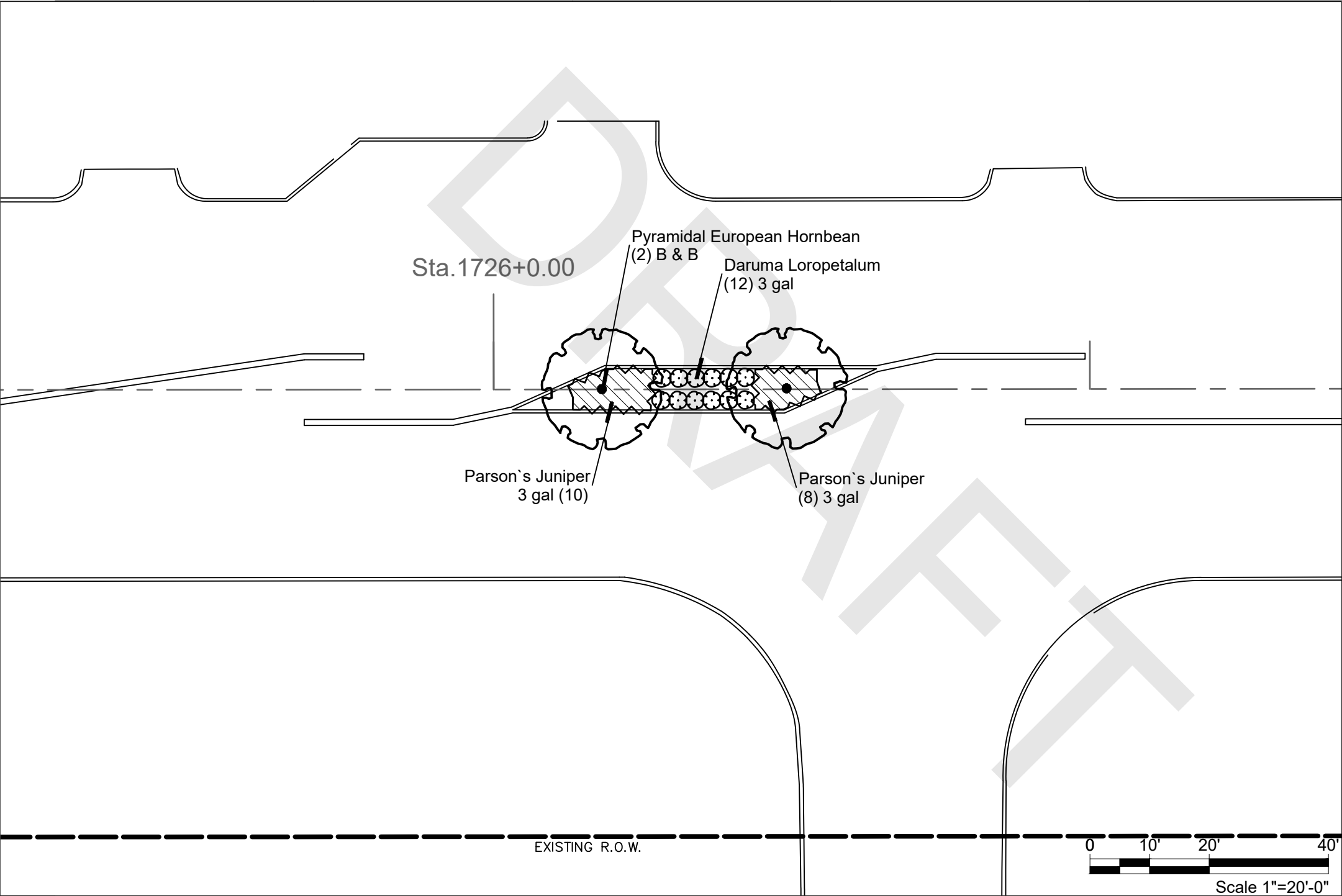


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Sheet No.: 28 of 32
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DATE	BY	DATE	BY
10-10-2017	DPH		

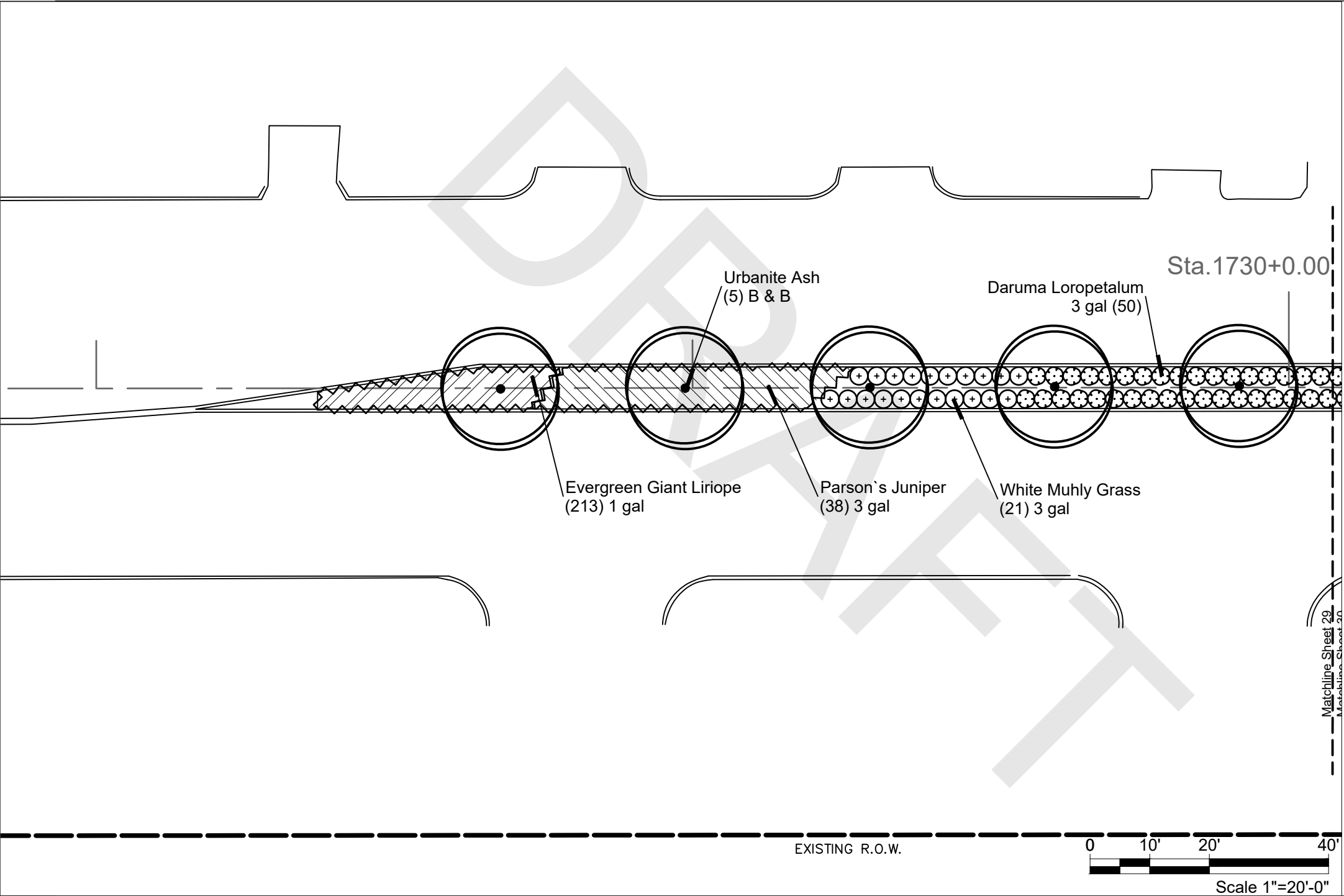


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10-10-2017	DPH		



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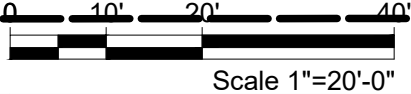
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10-10-2017	DPH		

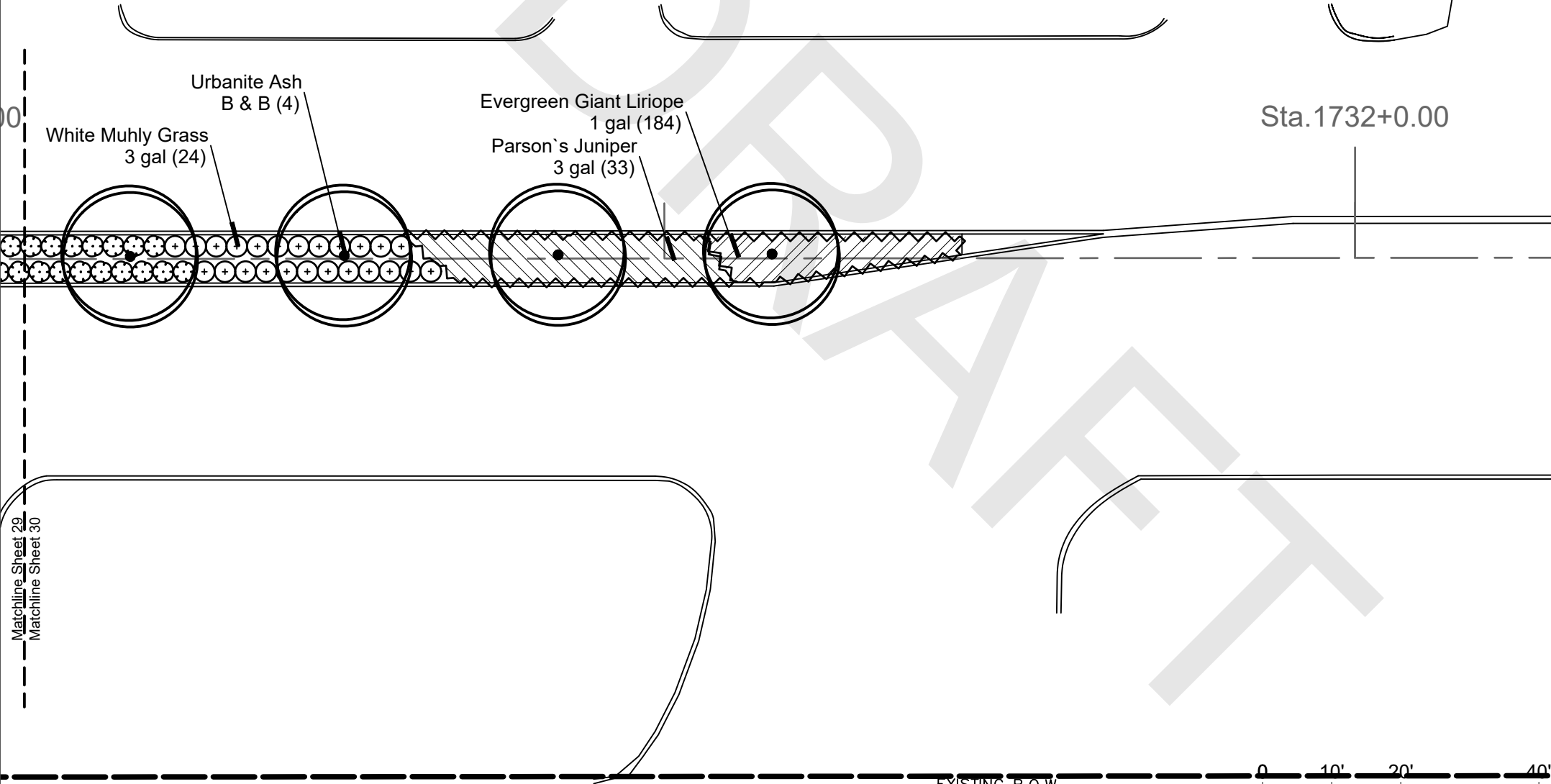


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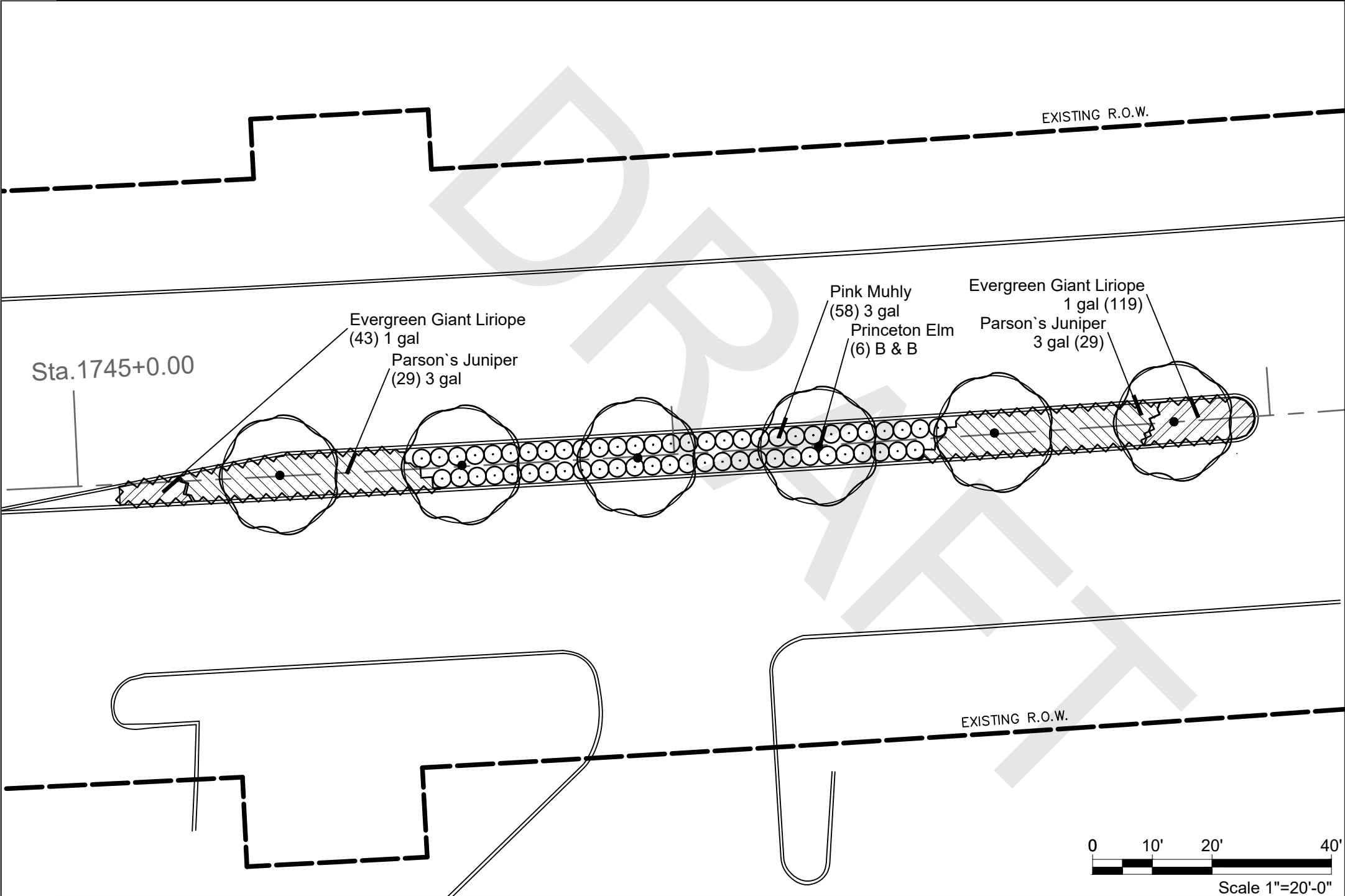
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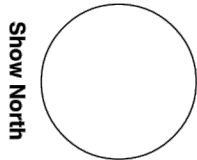
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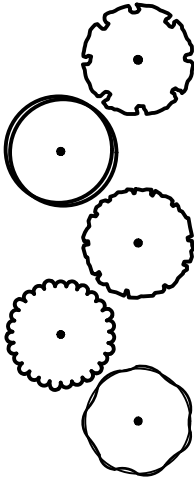
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REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY
10-10-2017	DPH		



PLANT SCHEDULE

TREES



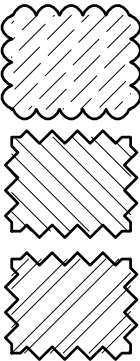
BOTANICAL NAME / COMMON NAME	CONT	CAL	SIZE	QTY
Carpinus betulus `Fastigiata` / Pyramidal European Hornbeam	B & B	2"Cal	10-12`H	20
Fraxinus pennsylvanica `Urbanite` / Urbanite Ash	B & B	2"Cal	10-12`H	15
Platanus x acerifolia `Exclamation` TM / Exclamation Sycamore	B & B	2"Cal	10-12`H	13
Quercus robur x bicolor `Long` / Regal Prince Oak	B & B	2"Cal	10-12`H	29
Ulmus americana `Princeton` / Princeton Elm	B & B	2"Cal	10-12`H	50

SHRUBS



BOTANICAL NAME / COMMON NAME	SIZE	FIELD2	FIELD3	QTY
Loropetalum chinense rubrum `Daruma` / Daruma Loropetalum	3 gal			429
Muhlenbergia capillaris / Pink Muhly	3 gal			489
Muhlenbergia capillaris `White Cloud` / White Muhly Grass	3 gal			538

SHRUB AREAS



BOTANICAL NAME / COMMON NAME	CONT	FIELD2	FIELD3	SPACING	QTY
Gardenia jasminoides `Frostproof` / Frostproof Gardenia	3 gal			32" o.c.	183
Juniperus davurica `Parsonii` / Parson`s Juniper	3 gal			36" o.c.	667
Liriope muscari `Evergreen Giant` / Evergreen Giant Liriope	1 gal			12" o.c.	3,077



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

AGENDA ITEM DEPT.: Mayor's Office
AGENDA DATE: 12/19/2017
PAGE: 1 of 3

SUBJECT: 2018 Mid-Winter Legislative Conference to be held January 9-11 in Jackson, MS

AMOUNT & SOURCE OF FUNDING:

Conference Host Hotel: \$120 per night
Registration: \$135 each
Estimated Travel: \$140.22 (246 miles)
Maximum Meals: \$ 51 per day

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

SUGGESTED MOTION: Motion to authorize advance travel for the Mayor and any Aldermen wishing to attend the 2018 Mid-Winter Legislative Conference to be held January 9-11 in Jackson, MS.



2018 Mid-Winter Conference Agenda

Hilton Jackson
January 9-11, 2018

Tuesday, January 9

7:30 a.m. – 5:00 p.m.	MS Rural Water Association-Water Board Training (Pre-registration required; no CMO credit)	Penthouse
12:00 p.m. – 5:00 p.m.	Registration	Imperial Hall
<u>CMO Classes</u>		
1:00 p.m. – 5:00 p.m.	Basic Municipal Finance	Amphitheater I
1:00 p.m. – 5:00 p.m.	Basic Municipal Law	Diplomat II
1:00 p.m. – 5:00 p.m.	Advanced Economic Development	Cabana
1:00 p.m. – 4:00 p.m.	Professional Development: TBD	Amphitheater II
1:00 p.m. – 3:00 p.m.	Elective: TBD	Salon A
3:30 p.m. – 5:00 p.m.	Elective: TBD	Salon A
6:00 p.m. – 8:00 p.m.	Legislative Appreciation Reception	Grand Ballroom

Wednesday, January 10

7:30 a.m.	Continental Breakfast	Imperial Hall
7:30 a.m. – 4:00 p.m.	Registration MML Booths	Imperial Hall Imperial/Regency Hall
8:30 a.m.	“MML Day at the Capitol” Buses Leave the Hilton at the South Entrance	
9:00 a.m.	Legislative Briefing	State Capitol Senate Room 216
10:15 a.m.	Press Conference	State Capitol 2 nd Floor Rotunda
11:30 a.m.	MML Board of Directors’ Luncheon General Delegates	Penthouse Lunch on Your Own
1:30 p.m. – 4:30 p.m.	Opening General Session	

Thursday, January 11

8:00 a.m.	Registration	Imperial Hall
9:00 a.m. – 10:30 a.m.	Breakfast/General Session	Salon A/B

Conference Adjourns



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

AGENDA ITEM DEPT.: Mayor
AGENDA DATE: 12-19-2017
PAGE: 1 of 11

SUBJECT: Consideration of an application for the assignment / transfer of the new enterprise exemption from ad valorem property taxes previously granted to the Claiborne at Adelaide, LLC, under § 27-31-101, et seq., of the Mississippi Code of 1972, as amended.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE:

AUTHORIZATION HISTORY: The Board approved the application at the July 5, 2016 meeting of the City of Starkville. The City Clerk submitted the application to the MS Department of Revenue July 11, 2016 and received certification from MDOR October 6, 2016. The applicant's representative, Eugene Magee of Butler Snow LLP, has requested approval of assignment / transfer of the new enterprise exemption from ad valorem property taxes previously granted to the Claiborne at Adelaide, LLC, under § 27-31-101, et seq., of the Mississippi Code of 1972, as amended, to the new owner at finalization of a pending sale.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO or Chris Latimer, Board Attorney

SUGGESTED MOTION:

Approval of the Final Order of the City of Starkville, MS granting a New Enterprise Exemption from Ad Valorem Property Taxes of the property in the true value amount of \$10,573,841 for a period of ten years as certified by the Mississippi Department of Revenue to the Claiborne at Adelaide, LLC for its new distribution health care industry facility enterprise, as authorized by Section 27-31-101, *ET SEQ.*, of Mississippi Code of 1972, as amended.

BUTLER | SNOW

November 14, 2017

VIA HAND DELIVERY

Ms. Lesa Hardin
City Clerk
City of Starkville
110 West Main Street
Starkville, MS 39759
662.323.2525 (ext. 117) (phone)

Re: The Claiborne at Adelaide, LLC – New Enterprise
Exemption Assignment Application

Dear Ms. Hardin:

Enclosed herewith, on behalf of The Claiborne at Adelaide, LLC, are three (3) duly executed, dated and notarized duplicate originals of the above-referenced Application, as well as a photocopy thereof. Please file these original Applications in the appropriate records of the Board of Aldermen of the City of Starkville **and have the photocopy of such Application, which has already been stamped as a "Copy" to identify it, also stamped and dated as having been so "Filed" or "Received" by the County and return such stamped photocopy to me for our files by the messenger delivering these documents to you.**

I also request that, after any appropriate investigation which is to be undertaken on behalf of the City of Starkville, the Application be placed on the agenda of an appropriate meeting of the Board of Aldermen to be considered and acted upon by the Board. Once this Application is ready for presentation to the Board of Aldermen, please notify me with respect to the date of the Board meeting at which it will be presented *if* the presence of a representative of The Claiborne will be necessary or desirable.

Also, I have prepared and am enclosing herewith an Order for use by the Board of Aldermen in its consideration of this Application.

Post Office Box 6010
Ridgeland, MS 39158-6010

W. EUGENE MAGEE
601.985.4507
gene.magee@butlersnow.com

Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157

T 601.948.5711 • F 601.985.4500 • www.butlersnow.com

BUTLER SNOW LLP

Ms. Lesa Hardin
November 14, 2017
Page 2

In the meantime, if you have any questions or if you need any additional information with respect to this matter, please feel free and do not hesitate to contact me.

Sincerely yours,

BUTLER SNOW LLP



W. Eugene Magee

WEM:bgk
Enclosures

cc: Matt Grenfell, Esq. (w/enc.)
Mr. Rob O. Tatum (w/enc.)
Chris Latimer, Esq. (w/enc.)
Samantha Moore, Esq. (w/enc.)
Jeremy L. Pemberton (w/enc.)
Pamela S. Linden, Esq. (w/enc.)
Thomas C. Maira, Esq. (w/enc.)

39278597.v1

**ORDER OF THE BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE, MISSISSIPPI APPROVING
THE ASSIGNMENT/TRANSFER TO
WAYPOINT RESIDENTIAL SERVICES, LLC,
OF THE NEW ENTERPRISE EXEMPTION FROM AD
VALOREM PROPERTY TAXES PREVIOUSLY
GRANTED TO THE CLAIBORNE AT ADELAIDE, LLC,
UNDER § 27-31-101, *ET SEQ.*, OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

The Board next took up for consideration the matter of granting a certain tax exemption from ad valorem property taxes, and the following Order, having first been reduced to writing, was introduced:

**ORDER OF THE BOARD OF ALDERMEN OF
THE CITY OF STARKVILLE, MISSISSIPPI APPROVING
THE ASSIGNMENT/TRANSFER TO
WAYPOINT RESIDENTIAL SERVICES, LLC,
OF THE NEW ENTERPRISE EXEMPTION FROM AD
VALOREM PROPERTY TAXES PREVIOUSLY
GRANTED TO THE CLAIBORNE AT ADELAIDE, LLC,
UNDER § 27-31-101, *ET SEQ.*, OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

WHEREAS, this Board finds as a fact that:

I.

The Claiborne at Adelaide, LLC ("**The Claiborne**"), by and through Robert O. Tatum, its Managing Member, filed with the Mayor and this Board of Aldermen (collectively the "**Board**") of the City of Starkville ("**City**"), State of Mississippi ("**State**"), in triplicate and under oath, its written application ("**Application**") for approval of the assignment or transfer of its new enterprise exemption ("**New Enterprise Exemption**") from ad valorem property taxation ("**Taxes**") previously granted to The Claiborne pursuant to § 27-31-101, *et seq.* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**").

II.

The Claiborne, a Mississippi limited liability company, operates an assisted-living facility ("**Enterprise**") at 1980 South Montgomery Street ("**Facility**") in the City, which is a health care industry facility within the meaning of Code §§ 27-31-101(3)(j) & 57-117-3(a)(i).

III.

The Facility is used to provide assisted-living for seniors requiring a low to moderate level of assistance with day-to-day activities and to provide memory care services for seniors requiring a substantial amount of assistance due to Alzheimer's disease and other forms of dementia, as well as for conducting and administering the business of the Enterprise at the Facility. The Facility consists of certain land, buildings, and other real property improvements and interests and of various items of furniture, fixtures, appliances, furnishings, equipment, and other items of personal property, all having been constructed and installed and being currently owned by The Claiborne and located on or at the Facility (collectively "**Facility Property**") in the City.

IV.

Pursuant to the terms of the Statutes, this Board granted the New Enterprise Exemption to The Claiborne with respect to the Facility Property used in the Enterprise in a certain "Final Order of the Board of Aldermen of the City of Starkville, Mississippi, Granting a New Enterprise Exemption from Ad Valorem Property Taxes to The Claiborne at Adelaide, LLC, for Its New Health Care Industry Facility Enterprise, as Authorized by § 27-31-101, *Et Seq.*, of the Mississippi Code of 1972, as Amended," adopted by this Board on October 18, 2016 and recorded in the Minutes of its proceedings ("**Granting Order**"), for a term of ten (10) years, commencing on January 1, 2016 ("**Term**").

V.

The Claiborne has recently been engaged in negotiations with Waypoint Residential Services, LLC ("**Waypoint**"), a Delaware limited liability company, regarding the possible sale of the Facility Property by The Claiborne to Waypoint ("**Facility Sale**"). As a result thereof, The Claiborne, as the seller therein, and Waypoint, as the purchaser therein, have entered into a certain Purchase and Sale Agreement effective November 09, 2017 ("**Agreement**") with respect to the Facility Sale. Pursuant to Section 11.1 of the Agreement, Waypoint is authorized to assign its rights under the Agreement to another entity related to or affiliated with Waypoint, with the result that the Enterprise and Facility Property is to be purchased either by Waypoint or its related or affiliated assignee entity (as appropriate, the "**Purchaser**").

VI.

The availability to Waypoint of the New Enterprise Exemption following the Facility Sale is a material financial consideration affecting Waypoint's decision to purchase the Facility. Therefore, pursuant to Section 8.3(a) of the Agreement, The Claiborne was required to submit the Application to the City within five (5) business days of such effective date of the Agreement, requesting that this Board, prior to the closing date of the Facility Sale ("**Sale Date**"), approve the assignment by The Claiborne to the Purchaser of the New Enterprise Exemption for the Facility Property ("**Assignment**").

VII.

Since Waypoint intends to continue uninterrupted the operation of the Enterprise at the Facility following the Facility Sale, the Enterprise and the Facility Property will then continue to qualify for the New Enterprise Exemption. Therefore, The Claiborne requested that this Board approve the Assignment to the Purchaser for the balance of the unexpired portion of the Term ("**Remaining Term**") until December 31, 2025 ("**Termination Date**").

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Starkville, Mississippi, that, in recognition of its above findings, this Board hereby:

(A) Approves the Assignment by The Claiborne of its rights to the New Enterprise Exemption under the Statutes and Granting Order for the Enterprise and related Facility Property to the Purchaser upon the Sale Date;

(B) Finds that, following the Facility Sale and such Assignment, the Purchaser will be both eligible for and entitled to the New Enterprise Exemption for the Enterprise and the Facility Property in accordance with the terms of the original grant to The Claiborne of the New Enterprise Exemption in the Granting Order for the Remaining Term commencing with the Sale Date, continuing for the Remaining Term thereafter, and ending on the Termination Date;

(C) Finds that the City Attorney and all other appropriate City authorities have reviewed and approved the Application of The Claiborne;

(D) Provides that the Assignment to the Purchaser shall be effective as of the Sale Date automatically and without the necessity of any additional action being required to be taken by this Board upon the filing by The Claiborne and the Purchaser with the City Clerk and the Tax Assessor of Oktibbeha County ("**Assessor**") of a joint written notice acknowledging that the Facility Sale has occurred, identifying the Purchaser and specifying the Sale Date ("**Sale Notice**");

(E) Approves the Assignment to the Purchaser sought in the Application for the Enterprise and Facility Property for the Remaining Term, beginning with the Sale Date and continuing for the Remaining Term thereafter until the Termination Date;

(F) Directs that a certified copy of the filed Application and a certified transcript of this approval by this Board of the Application, including a certified transcript of this Order of approval thereof, be forwarded to the Assessor within thirty (30) days of the date of the certified transcript of this Order, subject to the filing of the Sale Notice;

(G) Requests that, upon and after receipt of the Sale Notice, the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to continue implementation of such New Enterprise Exemption for the Enterprise and Facility Property in the name of the Purchaser as the owner of the Enterprise and Facility Property, beginning with the Sale Date and continuing for the Remaining Term thereafter and until the Termination Date; and

(H) Directs the City Clerk to record the Application, together with this Order approving the Application and the Sale Notice, in the Minutes of this Board in a book kept in the City Clerk's office for such purposes.

After a full discussion of this matter, Aldermen _____ moved that the foregoing Order be adopted, and said Motion was seconded by Supervisor _____. The President of the Board then put the question to a roll call vote, and the result was as follows:

Alderman Ben Carver voted: _____

Alderman Sandra C. Sistrunk voted: _____

Alderman Roy A. Perkins voted: _____

Alderman Henry N. Vaughn, Sr. voted: _____

Alderman David Little voted: _____

Alderman Jason Walker voted: _____

Alderman Patrick Miller voted: _____

WHEREUPON, this Order having received the affirmative vote of a majority of the members of the Board of Aldermen present, the President declared that the foregoing Order was passed and adopted, in a regular meeting of the Board of Aldermen of the City of Starkville, State of Mississippi, on the _____ day of _____, 2017.

BOARD OF ALDERMEN OF THE CITY
OF STARKVILLE, MISSISSIPPI

By: _____
Roy A. Perkins, President

ATTEST:

Lesa Hardin, City Clerk
Clerk of the City of
Starkville, Mississippi

39264366.v1

COPY

**APPLICATION FOR THE ASSIGNMENT/TRANSFER
OF THE NEW ENTERPRISE EXEMPTION FROM AD
VALOREM PROPERTY TAXES PREVIOUSLY
GRANTED TO THE CLAIBORNE AT ADELAIDE, LLC,
UNDER § 27-31-101, *ET SEQ.*, OF THE
MISSISSIPPI CODE OF 1972, AS AMENDED**

RECEIVED

NOV 14 2017

Starkville City Hall

TO THE HONORABLE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI:

COMES NOW The Claiborne at Adelaide, LLC ("**The Claiborne**"), by and through Robert O. Tatum Jr., its Managing Member, and files, in triplicate and under oath, this its written Application for approval of the assignment or transfer of its new enterprise exemption ("**New Enterprise Exemption**") from ad valorem property taxation ("**Taxes**") previously granted to The Claiborne pursuant to § 27-31-101, *et seq.* (collectively "**Statutes**"), of the Mississippi Code of 1972, as amended ("**Code**"), and respectfully represents unto this Honorable Mayor and Board of Aldermen (collectively "**Board**") of the City of Starkville ("**City**"), State of Mississippi ("**State**"), as follows:

I.

The Claiborne, a Mississippi limited liability company, operates an assisted-living facility ("**Enterprise**") at 1980 South Montgomery Street ("**Facility**") in the City, which is a health care industry facility within the meaning of Code §§ 27-31-101(3)(j) & 57-117-3(a)(i).

II.

The Facility is used to provide assisted-living for seniors requiring a low to moderate level of assistance with day-to-day activities and to provide memory care services for seniors requiring a substantial amount of assistance due to Alzheimer's disease and other forms of dementia, as well as for conducting and administering the business of the Enterprise at the Facility. The Facility consists of certain land, buildings, and other real property improvements and interests and of various items of furniture, fixtures, appliances, furnishings, equipment, and other items of personal property, all having been constructed and installed and being currently owned by The Claiborne and located on or at the Facility (collectively "**Facility Property**") in the City.

III.

Pursuant to the terms of the Statutes, the Board granted the New Enterprise Exemption to The Claiborne with respect to the Facility Property used in the Enterprise in a certain "Final Order of the Board of Aldermen of the City of Starkville, Mississippi, Granting a New Enterprise Exemption from Ad Valorem Property Taxes to The Claiborne at Adelaide, LLC, for Its New Health Care Industry Facility Enterprise, as Authorized by § 27-31-101, *Et Seq.*, of the Mississippi Code of 1972, as Amended," adopted by the Board on October 18, 2016 and

recorded in the Minutes of its proceedings ("**Granting Order**"), for a term of ten (10) years, commencing on January 1, 2016 ("**Term**").

IV.

The Claiborne has recently been engaged in negotiations with Waypoint Residential Services, LLC ("**Waypoint**"), a Delaware limited liability company, regarding the possible sale of the Facility Property by The Claiborne to Waypoint ("**Facility Sale**"). As a result thereof, The Claiborne, as the seller therein, and Waypoint, as the purchaser therein, have entered into a certain Purchase and Sale Agreement effective November 09, 2017 ("**Agreement**") with respect to the Facility Sale. Pursuant to Section 11.1 of the Agreement, Waypoint is authorized to assign its rights under the Agreement to another entity related to or affiliated with Waypoint, with the result that the Enterprise and Facility Property is to be purchased either by Waypoint or its related or affiliated assignee entity (as appropriate, the "**Purchaser**").

V.

The availability to Waypoint of the New Enterprise Exemption following the Facility Sale is a material financial consideration affecting Waypoint's decision to purchase the Facility. Therefore, pursuant to Section 8.3(a) of the Agreement, The Claiborne is required to submit this Application to the City within five (5) business days of such effective date of the Agreement, requesting that the Board, prior to the closing date of the Facility Sale ("**Sale Date**"), approve the assignment by The Claiborne to the Purchaser of the New Enterprise Exemption for the Facility Property ("**Assignment**").

VI.

Since Waypoint intends to continue uninterrupted the operation of the Enterprise at the Facility following the Facility Sale, the Enterprise and the Facility Property will then continue to qualify for the New Enterprise Exemption. Therefore, The Claiborne hereby requests that the Board approve the Assignment to the Purchaser for the balance of the unexpired portion of the Term ("**Remaining Term**") until December 31, 2025 ("**Termination Date**").

WHEREFORE, PREMISES CONSIDERED, The Claiborne prays (1) that this Application be received, filed, reviewed and approved by the City Attorney and any and all other appropriate City authorities and placed in line for consideration on the agenda of the appropriate Board meeting; and (2) that, upon its approval of this Application, the Board will spread upon its Minutes an order which:

(A) Approves the Assignment by The Claiborne of its rights to the New Enterprise Exemption under the Statutes and Granting Order for the Enterprise and related Facility Property to the Purchaser upon the Sale Date;

(B) Finds that, following the Facility Sale and such Assignment, the Purchaser will be both eligible for and entitled to the New Enterprise Exemption for the Enterprise and the Facility Property in accordance with the terms of the original grant to The Claiborne of the New

Enterprise Exemption in the Granting Order for the Remaining Term commencing with the Sale Date, continuing for the Remaining Term thereafter, and ending on the Termination Date;

(C) Finds that the City Attorney and all other appropriate City authorities have reviewed and approved this Application of The Claiborne;

(D) Provides that the Assignment to the Purchaser shall be effective as of the Sale Date automatically and without the necessity of any additional action being required to be taken by the Board upon the filing by The Claiborne and the Purchaser with the City Clerk and the Tax Assessor of Oktibbeha County ("Assessor") of a joint written notice acknowledging that the Facility Sale has occurred, identifying the Purchaser and specifying the Sale Date ("Sale Notice");

(E) Approves the Assignment to the Purchaser sought in this Application for the Enterprise and Facility Property for the Remaining Term, beginning with the Sale Date and continuing for the Remaining Term thereafter until the Termination Date;

(F) Directs that a certified copy of this filed Application and a certified transcript of the approval by the Board of this Application, including a certified transcript of such order of approval thereof, be forwarded to the Assessor within thirty (30) days of the date of the certified transcript of such order, subject to the filing of the Sale Notice;

(G) Requests that, upon and after receipt of the Sale Notice, the Assessor take all necessary and appropriate actions in preparation of the tax rolls necessary to continue implementation of such New Enterprise Exemption for the Enterprise and Facility Property in the name of the Purchaser as the owner of the Enterprise and Facility Property, beginning with the Sale Date and continuing for the Remaining Term thereafter and until the Termination Date; and

(H) Directs the City Clerk to record this Application, together with the order approving this Application and the Sale Notice, in the Minutes of the Board in a book kept in the City Clerk's office for such purposes.

RESPECTFULLY SUBMITTED, on this the 10th day of November, 2017.

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NEXT PAGE IS SIGNATURE PAGE

THE CLAIBORNE AT ADELIDE, LLC

By: [Signature]
Robert O. Tatum Jr.
Its: Managing Member

Prepared by:
Butler Snow LLP
Attention: W. Eugene Magee
Samantha Moore
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Post Office Box 6010
Ridgeland, MS 39158-6010
(601) 985-4507

STATE OF MISSISSIPPI

COUNTY OF Forrest

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Robert O. Tatum Jr. who, after being first duly sworn by me, on oath states that he is the Managing Member of The Claiborne at Adelaide, LLC, and that, for and on behalf of said limited liability company, and as its act and deed, he signed, executed and delivered the above and foregoing Application both for the purposes and on the date and year therein mentioned, after having first been duly authorized by said company so to do, and that the matters and things contained and set forth therein are true and correct as therein stated.

[Signature]
Robert O. Tatum Jr.

SWORN AND SUBSCRIBED BEFORE ME, under my hand and official seal of office, this the 15th day of November, 2017.

[Signature]
NOTARY PUBLIC

(NOTARIAL SEAL)

My Comm. Expires:





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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 19, 2017
Page: 1

SUBJECT:

Consideration to approve a pay increase for the Municipal Court Clerk of the Municipal Court Department.

AMOUNT & SOURCE OF FUNDING:

Mrs. Shalonda Sykes' current classification and compensation is Municipal Court Clerk of the Municipal Court Department at an Annual Salary of \$42,993.60 (\$20.67 hour). This request is for consideration to approve a increase of 10% with an Annual Salary of \$47,292.96 (\$22.74 hour).

FISCAL NOTE:

Approving this proposed actions will not change the FY 2018 total budget. There are no fiscal impacts to the Municipal Court Department.

AUTHORIZATION HISTORY:

This action is a result of the Court Administrator resigning to take a position of Circuit Clerk effective on January 1, 2017.

Mrs. Sykes' has the technical and professional skills to lead the Department, manage the day to day operation, complete special projects.

REQUESTING DEPARTMENT:

Mayor's Office

DIRECTOR'S AUTHORIZATION:

Lynn Spruill, Mayor

FOR MORE INFORMATION CONTACT:

Lynn Spruill, Mayor or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to approve a increase of for the Municipal Court Clerk of the Municipal Court Department effective immediately



AGENDA ITEM DEPT.: Administration

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

AGENDA DATE: December 19, 2017

PAGE: 1 of 4

SUBJECT: Consideration of approving the application for a Walmart Grant for enhancing recreational opportunities in the City of Starkville

AMOUNT & SOURCE OF FUNDING: up to \$2500.00

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: This is a grant that was brought to us by Walmart representative for action prior to the end of the year 2017.

**REQUESTING
DEPARTMENT:** Administration

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

FOR MORE INFORMATION CONTACT: Mayor Spruill or Herman Peters

SUGGESTED MOTION:

Move approval of authorizing the application for a Walmart community grant for enhancing recreational opportunities for the City of Starkville.

Our Priority Programs

Walmart NHM
GREG Howard
270-252-5476

Our strategic giving programs address pressing environmental and social problems such as hunger, jobs, climate change and natural disasters.

In addition to cash grants, each of our areas of focus draws on Walmart's strengths such as in-kind donations (especially food) and the knowledge and passion of our 1.5 million associates in the U.S.

We support programs that focus on:

- Sustainability
- Career opportunity
- Strengthening local communities

Within those areas we support different types of programs, but have highlighted some of them below.

Hunger Relief

Hunger is a reality for many families around the world, including in the United States. For too many families, there is stress in worrying about how to get the food needed to keep themselves and their families healthy. Walmart and the Walmart Foundation have committed to help provide 4 billion meals by 2020 through food donations from our stores and cash grants to non-profit organizations.

U.S. Manufacturing

By 2023, Walmart has pledged to purchase approximately \$250 billion in products that support the creation of American jobs. By buying products that support American jobs, Walmart aims to help speed up the growth of products that are made in the U.S.

In addition, Walmart and the Walmart Foundation have committed \$10 million to the Walmart U.S. Manufacturing Innovation Fund. This fund invests in research and innovation with the goal of helping to re-shore manufacturing to the U.S. and make products more sustainable.

Opportunity

Walmart believes that the retail sector offers great opportunities to earn and learn. Walmart and the Walmart Foundation have committed \$100 million to enhance economic mobility for retail workers through 2020.

Veterans

At Walmart, we are grateful for the sacrifice our nation's veterans, military men and women, and their families have made in service to our country. From 2013-2016, Walmart offered jobs to over 130,000 veterans. Additionally, Walmart and Walmart Foundation have committed \$20 million through 2019 to support veteran job training, education and innovative public/private community-based initiatives that address the challenges many of our veterans face when returning to the civilian workforce and their communities.

Disaster

Walmart and the Walmart Foundation's focus is to strengthen communities by supporting organizations that help them prepare for and build capacity to respond to disasters quicker when it is needed most. In 2015 Walmart and the Walmart Foundation announced a \$25 million commitment of cash and products through 2020 to support this work.

Funding

Through Dollars for Good, nonprofit organizations can apply for grants in three different ways:

	Community Grants	State Grants	Strategic Grants
Grant Amount	\$250 - \$2,500	\$25,000 - \$200,000	\$250,000 and up
Purpose	Support local community needs that are important to our customers and associates	Support regional and state level initiatives that are important to the needs of local communities and support long-term, positive impact.	Address large scale and complex problems that leverage Walmart's strengths to drive significant, lasting change.
Areas of Focus	■ Hunger relief and healthy eating ■ U.S. Manufacturing ■ Career opportunity (including women and veterans) ■ Disaster preparedness and response ■ Community initiatives	■ Hunger relief and healthy eating (cycle 1 and 2) ■ Community initiatives (cycle 3) including: • U.S. Manufacturing • Career opportunity (to include women and veterans) • Disaster preparedness and response	■ Opportunity: career advancement in retail, women's economic empowerment, small business support and U.S. veterans support ■ Sustainability: hunger relief, nutrition education, and sustainable food and products ■ Community: disaster preparedness and relief and community inclusion
Application Process	Online application	Online application by cycle	Letter of Inquire (LOI)s accepted by invitation only
Selection Process	■ Reviewed and recommended by store manager ■ Walmart corporate giving approval	■ Reviewed and recommended by Walmart State Advisory Council ■ Walmart Foundation approval	■ Walmart corporate giving or Walmart Foundation approval (as applicable)
Timeline	■ Feb. 1 - Dec. 31	■ Cycle 1: Feb. 6 – Feb. 10 ■ Cycle 2: May 8 – May 12 ■ Cycle 3: Aug. 7 – Aug. 11	■ Feb. 1 – Jan. 31

Community Grant Guidelines

Overview

- Community Grants range from a minimum of **\$250** to the maximum grant of **\$2,500**.
- Organizations must submit an online application to be considered for funding.
- The 2017 grant cycle begins **Feb. 1, 2017** and the application deadline is **Dec. 31, 2017**.
- Applications may be submitted at any time during this funding cycle. Please note that applications will only remain active in our system for 90 days, and at the end of this period they will be automatically rejected.
- Organizations may only submit and/or receive 25 applications.

Eligibility Checklist

Organizations applying must meet the one of following criteria:

- An organization holding a current tax-exempt status under Section 501(c)(3), or (19) of the Internal Revenue Code, listed on the IRS Master File and conduct activities within the United States;
 - Excluding nationally sponsored organizations: American Cancer Society, American Diabetes Association, American Heart Association, Children's Miracle Network and United Way
- A recognized government entity: state, county, or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or
- A church or other faith-based organization with a proposed project that benefits the community at large such as food pantries, soup kitchens, clothing closets, etc.

Areas of Funding

There are 8 areas of funding for which an organization can apply. Please review the areas listed below to ensure your organization's goals fall within one of these areas.

- Hunger relief and healthy eating: Providing Federal or charitable meals/snacks for low income individuals and families in the United States
- Health and human service: Providing medical screening, treatment, social services, or shelters for low income individuals and families in the United States
- Quality of life: Improving access to recreation, arts or cultural experiences for low income individuals and families in the United States
- Education: Providing afterschool enrichment, tutoring or vocational training for low income individuals and families in the United States
- Community and economic development: Improving local communities for the benefit of low income individuals and families in the United States
- Diversity and Inclusion: Fostering the building of relationships and understand among diverse groups in the United States

- Public Safety: Supporting public safety programs through training programs or equipment in the United States
- Environmental sustainability: Preventing waste, increasing recycling or supporting other programs that work to improve the environment in the United States

Selection Process

- Management at the facility to which you are applying will review the application and make initial funding recommendations on all submitted requests. The deadline for manager review is Jan 8, 2018.
- Each facility manager may set the frequency and process in which application determinations are made. However, grants will be automatically rejected 90 days after being submitted and the organization will have to re-apply to be considered for funding.
- The facility manager and the grant administrator reserve the right to adjust the amount awarded to each organization without prior notice.
- Organizations will be notified of any decision via e-mail. All funding decisions are final.
- If an organization is approved, grant checks will be mailed directly to the recipient organization's address listed in the grant application. Please allow two to four weeks for delivery.
- In the event of being awarded a grant, organizations should contact their local facility from which funds were awarded to schedule a formal recognition event.

All grant applications are made subject to Walmart's review of the organization's reputation and activities and the organization's agreement to comply with Walmart's terms and conditions. Walmart reserves the right to decline funding to any organization based on Walmart's review of the organization's reputation and activities.

At Walmart, our giving helps extend the positive impact of our business. As we work with non-profits and stakeholders to better understand the problem we then look for ways that Walmart can use its resources and know-how to help organizations solve the problem quicker and more efficiently.

To learn more about our work visit: giving.walmart.com



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

AGENDA ITEM DEPT.: Board Business

AGENDA DATE: December 19, 2017

PAGE: Page 1 of 1

SUBJECT: Discussion and consideration of calling two Public Hearings for an ordinance revision to amend the zoning district regulations to allow the use of EIFS.

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Ward Two- Alderman Sandra Sistrunk

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: December 19, 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:** Board Business

**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:



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

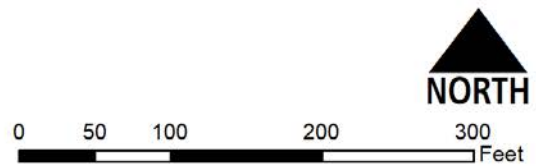
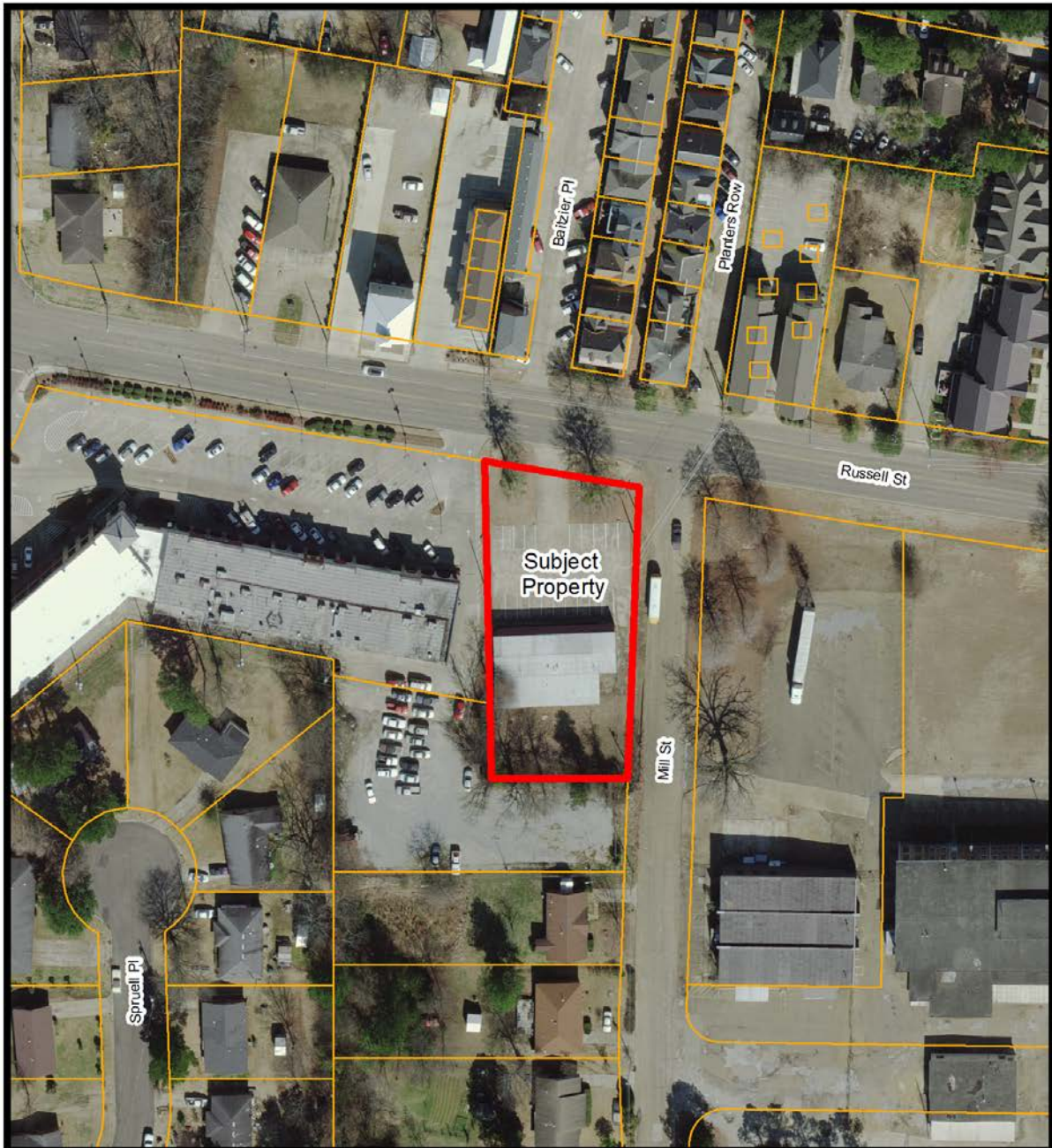
1.4 ADMINISTRATIVE REVIEW

- (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*

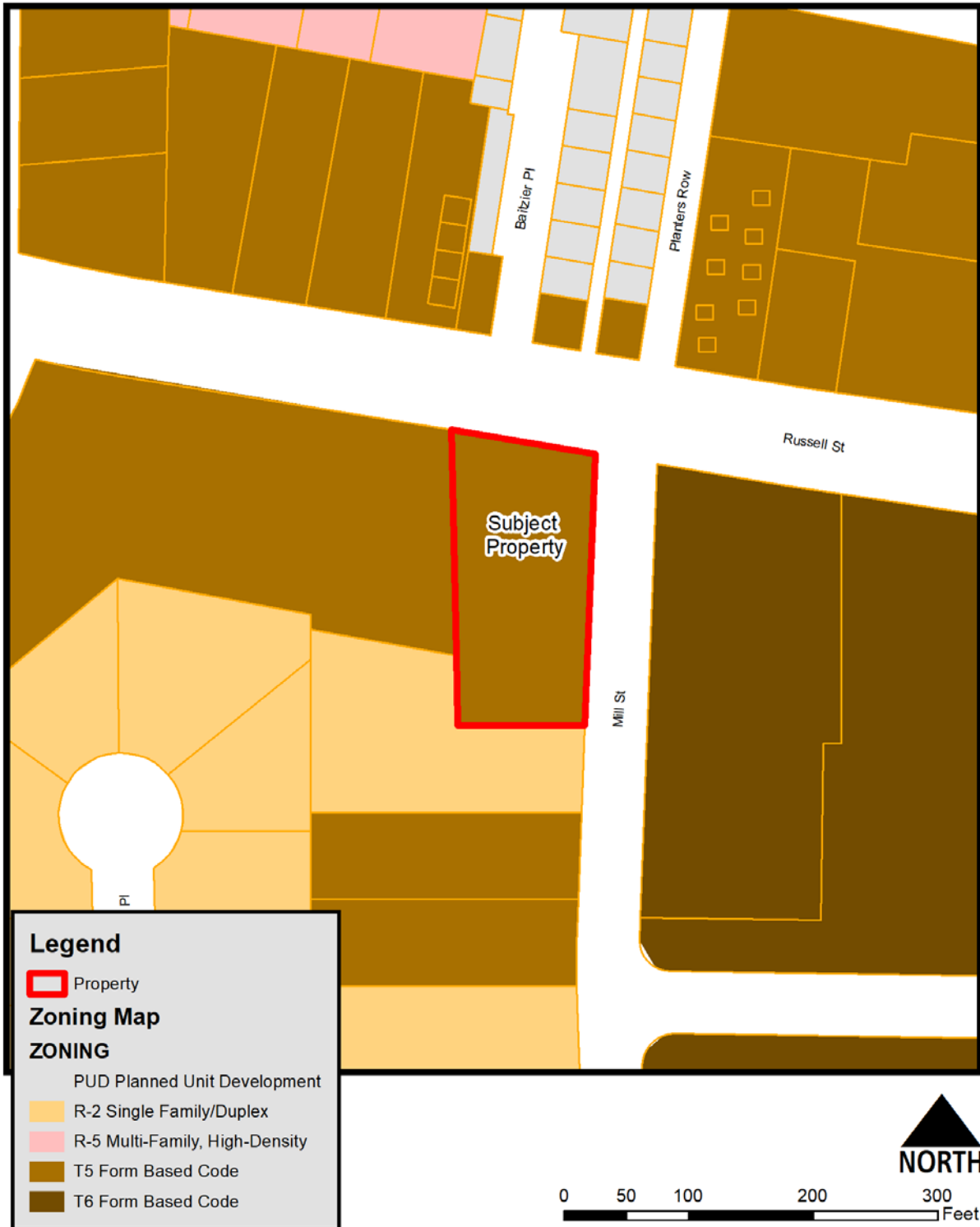
submitted within 30 days of the denial. The Planning and Zoning Commission shall review the application de novo.

- 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.*

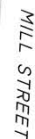
Attachment 1
AA 17-02 Aerial



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 many 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

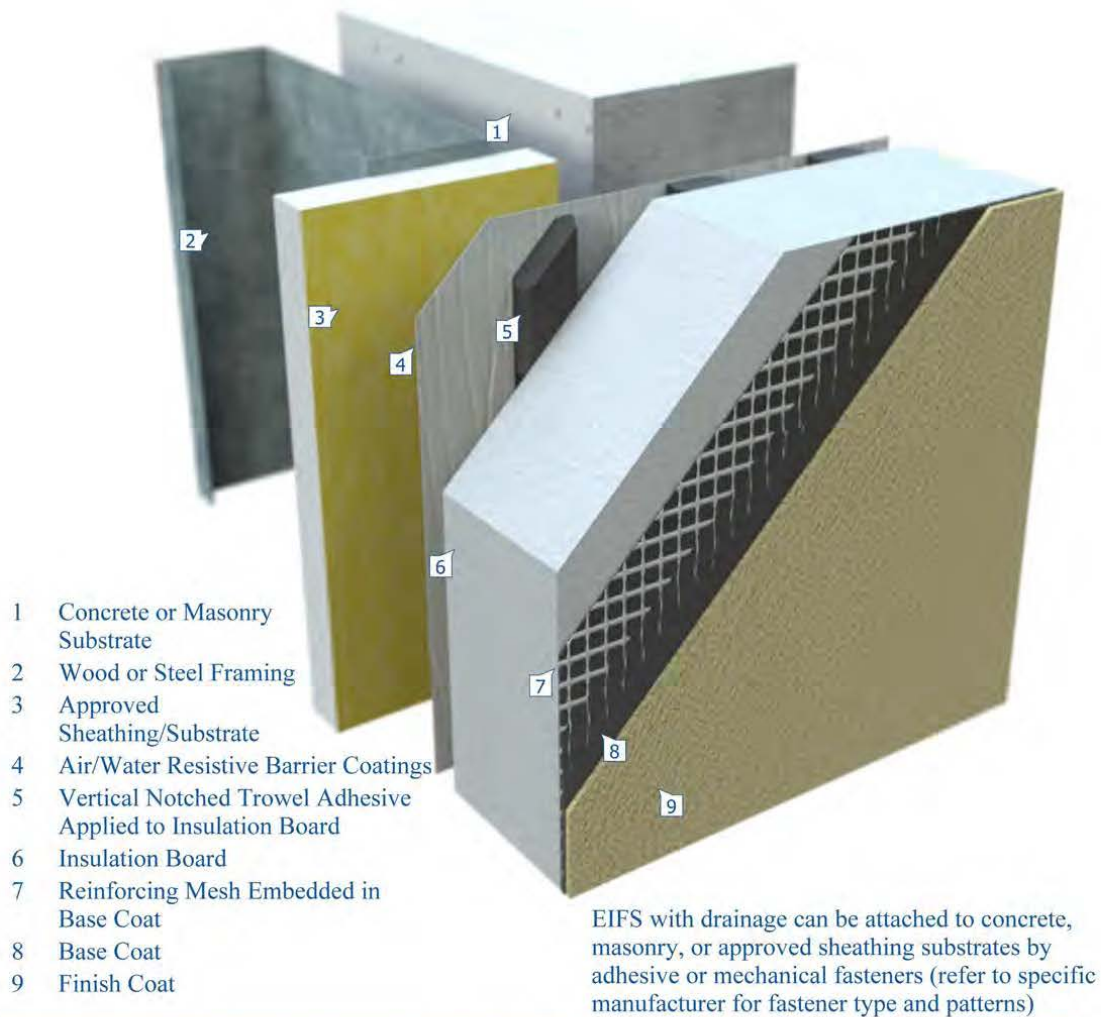
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The specification, design and construction of all EIFS must comply with local building codes and standards, applicable compliance reports and the individual manufacturer's system requirements. These requirements differ materially. Only the EIFS manufacturer 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



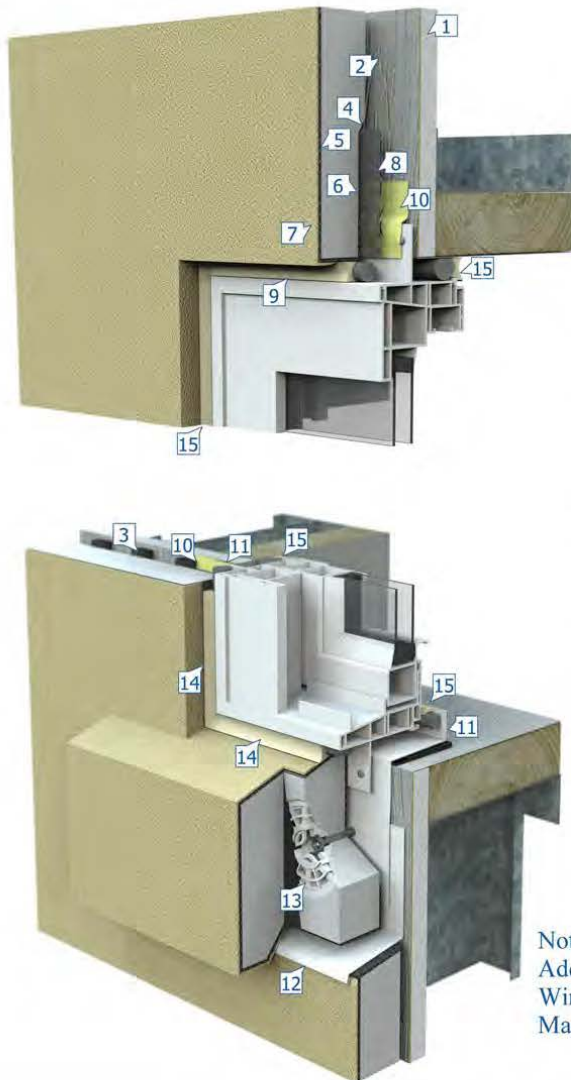
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These drawings and comments apply only to complete EIFS products as specifically defined in the current edition of EIMA Classification Paper.

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: Human Resources
AGENDA DATE: December 19, 2017
Page: 1

SUBJECT:

Discuss and Consider approval of FY 2017-18 salary adjustments for employees identified in Phase1 and Phase2 that resulted from the pay study.

AMOUNT & SOURCE OF FUNDING:

From the General Fund, the actual yearly total for fiscal year 2017-18 = \$184,000

From the Expenditures Fund, the actual yearly total for fiscal year 2017-18 = \$140,000

FISCAL NOTE:

AUTHORIZATION HISTORY:

The Board of Aldermen approved the former Mayor, to negotiate a contract with the Stennis Institute on September 6, 2016 with the objective of developing a pay plan that is equitable to both the employees and to the taxpayers of the City. As information, a contracted pay study was also done in the year of 2012, also by Stennis Institute, but wasn't adopted by the City.

REQUESTING DEPARTMENT:

Board of Aldermen

DIRECTOR'S AUTHORIZATION:

Sandra Sistrunk, Aldermen

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval of FY 2017-18 salary adjustments for employees identified in Phase1 and Phase2 that resulted from the pay study.



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

**AGENDA ITEM DEPT.: AIRPORT
AGENDA DATE: DEC 19, 2017
PAGE: 1**

SUBJECT: Request Authorization to reenter into the Gold Service Agreement between QT Pod and The City of Starkville for support on the Self-Serve Aviation Credit Card Terminal for a term of one year in the amount of \$995.00

AMOUNT & SOURCE OF FUNDING \$995.00 AIRPORT ACCOUNT 015-505-600-338

FISCAL NOTE: This Service Plan will provide telephone service for the Self-Serve Aviation Credit Card Terminal, allow airport personnel to update fuel price via modem and provide daily and monthly sales. If approved this will be the second year for the use of this Gold Service Plan.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT: AIRPORT DEPARTMENT**

**DIRECTOR'S
AUTHORIZATION: RODNEY LINCOLN**

FOR MORE INFORMATION CONTACT: RODNEY LINCOLN 418-5900

SUGGESTED MOTION: Move to reenter into The Gold Service Agreement between QT Pod and The City of Starkville for support on the Self-Serve Aviation Credit Card Terminal for a term of one year in the amount of \$995.00



4909 Nautilus Court North, Suite 109, Boulder, CO 80301

Phone: (303) 444-3590 Fax (303) 444-8736

e-mail: mduncan@qtpod.com

Extended Warranty and Service Policy Program

Site Name: Starkville Bryan Field **PO Number:**
Address: 120 Airport Road
City: Starkville **State/Province:** MS **Postal Code:** 39759
Site ID: 1814
☒ **Aviation** ☐ **Marina** ☐ **Other**
Model: M3000Pro **Serial Number:** 3000811
Date Installed: 5/27/2008

Policy Type:

Part ID	Part Description	Qty	List
GOLD	Gold Service Agreement	1	\$995.00

Coverage Included:

☐ Business Hours Telephone Support	☒ Free Software Updates
☒ 24/7 Telephone Support	☐ On-Site Technician for Repairs
☐ 25% Discount on Parts	☒ Prepaid Ground Freight
☒ 40% Discount on Parts	☐ Lightning Protection
☐ 100% Discount on Parts	

We Accept VISA and MasterCard payments or you may overnight a check or money order.

All service plans from QT Pod are written contracts between QT Pod and its customers. This letter is meant to provide a general description of the various plans to be offered. Please refer to the full text of the support contract you select for all inclusions and any exclusions or limitations.



QT Petroleum on Demand - Features Description

Business Hours Support - QT Pod will provide telephone technical support on Monday through Friday from 7:30 AM to 6:00 PM MST, holidays excluded

24/7 Support - QT Pod provides support after-hours and on holidays to customers with GOLD and PLATINUM Service Plans. QT Pod staff will respond to all calls within an hour of the initial call for service. After hours support is intended for emergency situations where you are unable to pump fuel.

Software Upgrades - QT Pod will provide GOLD and PLATINUM customers with software updates and revisions at no charge as they become available (a \$495.00 value). SILVER customers will be charged with the full retail price for software upgrades and revisions.

Parts Replacement - QT Pod parts replacement policy is as follows: SILVER - Customers receive a 25% discount on all parts required to return unit to service. Customer is responsible for installation of parts and pays for both outbound and inbound shipping charges. GOLD - Customers receive a 40% discount on all parts required to return unit to service. QT Pod will pay outbound shipping charges via UPS Ground Service. Customer may be responsible for overnight shipping charges should this method be requested. Customer is responsible for installation of parts and the inbound shipping charges. PLATINUM - Customer will receive on a "parts exchange" basis at no charge. Customer is responsible for installing the new parts and must return the "old" parts within 10 days or is charged the full retail price. Parts replacement will be sent via UPS Ground Service at no charge. Customer may be responsible for overnight shipping charges should this method be requested.

On site Technical Assistance / On Site Repairs - The customer shall be responsible for installing all replacement components and shall return all failed components to QT. Should QT be unable to diagnose and/or repair the terminal within a reasonable time frame, QT will, at its sole discretion, dispatch a technician of its choosing to the Site for those customers covered under the PLATINUM plan. Customer shall not be responsible for labor charges. Customer shall bear the cost of travel expenses. The customer is responsible for any electrical repairs outside the unit caused by electrical failure, lightning, or other power surges. (Note: this service is not available in all areas. Check with your QT Pod sales representative for details.)

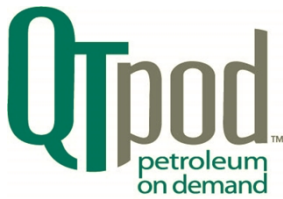
Lightning Protection - QT Pod offers PLATINUM PLUS customers a complete hardware replacement if the unit's failure is deemed to be the result of lightning or extreme power surges provided the customer's terminals equipped with a Sandwich Block (SB41) lightning suppressor and Data Line Protector (DLP-200).

Terms of Agreement

As an authorized agent of the above named company, and on behalf of the company, I agree to all the terms and conditions listed on this agreement and further agree to pay the amount specified either in whole or as specified herein. This agreement is 12 months in length and begins on the date QT receives payment and remains in effect for twelve continuous months. This contract is non-cancellable and non-refundable. QT Pod agrees to honor this agreement as written only to the extent as specified in the Terms of Service as listed above. QT Pod is not responsible for any damage to the covered unit or attached equipment resulting from the improper installations of parts by unauthorized technicians. Failure to pay the contract in its entirety will result in collections and legal actions by QT Petroleum on Demand.

Agreed upon this day 12/11/2017 . Between QT Pod and Starkville Bryan Field

QT Pod Representative  Date 12/11/2017
Company Representative _____ Date _____



P.O. Box 13367
Salem, Oregon 97309
888.412.5332

Invoice

DATE	ORDER #
12/11/2017	67900
TERMS	DUE DATE
Net 30	1/10/2018

BILL TO
Rodney Lincoln Starkville Bryan Field P.O. Box 1424 Starkville, MS 39760

SHIP TO
Rodney Lincoln Starkville Bryan Field 120 Airport Road Starkville, MS 39759 662-418-5900

P.O. Number

Item	Description	Qty	Rate	Amt
GOLD	Gold Service Agreement	1	\$995.00	\$995.00
Please send payments to: P.O. Box 13367 Salem, OR 97309 (303) 444-3590 Ext. 5			TOTAL	\$995.00
			PAYMENTS	\$0.00
			BALANCE	\$995.00

For an exchange or refund equipment must be returned within 45 days of receipt in its original condition and in the original packaging.



Contact List

Technical Support: For all technical support issues with your self-fueling terminal, or to place an order for private cards, thermal paper or all weather cover.

Telephone: 303-444-3590 Option 3

Toll Free: 888-412-5332 Option 3

Email: techsupport@QTPod.com

After Hours: Monday – Friday 6:00pm MST – 7:30am MST & Weekends
Option 2 (use same telephone number(s) as above)

Please send part returns to: QTPod
4909 Nautilus Court North
Suite 109 - Dock #2
Boulder CO 80301

Sales: To purchase a service plan, Multi-Display or new terminal.

Telephone: 303-962-3413

Email: sales@qtpod.com

Billing: To pay your bill by credit card or questions regarding an invoice.

Telephone: 303-444-3590 Option 5

Toll Free: 888-412-5332 Option 5

Please send all payments to: QTPod
P.O. Box 13367
Salem OR 97309

Website: QTPod.com

**Request for Taxpayer
Identification Number and Certification****Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Downstream Aviation LP

2 Business name/disregarded entity name, if different from above
QT Petroleum on Demand LLC

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶ _____ **Form 8832 available upon request**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
PO Box 13367

6 City, state, and ZIP code
Salem, OR 97309-1367

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

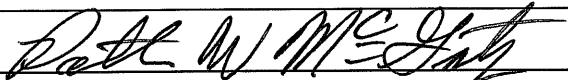
Social security number								
			-					
or								
Employer identification number								
7	4		-	3	2	0	7	1 8 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ January 1, 2017
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



Downstream Aviation, LP

RE: Ownership and Tax Identification

Ownership: QT Petroleum on Demand, LLC (QT PoD) is 100% owned by Downstream Aviation LP and qualifies as a "Disregarded Entity" for income tax purposes.

Tax Identification Numbers:

QT Petroleum on Demand, LLC is a legal entity organized under the laws of the State of Oregon.

For purposes other than income tax reporting (i.e. Form W-9 or Form 1099), QT PoD uses Federal Employer Identification Number (FEIN): 46-4041473:

- Legal Entity Identification
- Employment tax reporting
- Excise Tax reporting
- All matters requiring identification via FEIN not involving income tax

Form W-9 or Form 1099 income tax information reporting purposes:

QT PoD is a "Single Member LLC." The Internal Revenue Service requires that Single Member LLCs provide a Form W-9 that reports:

- Name: Downstream Aviation LP
- Business name / Disregarded entity name: QT Petroleum on Demand, LLC
- Taxpayer Identification Number (TIN = FEIN): 74-3207188
 - Downstream Aviation LP's FEIN

Information for your tax department:

Tax Status: Corporation – Downstream Aviation LP is recognized as a Corporation by the IRS via a Form 8832 election.

QT Petroleum on Demand, LLC is a single member LLCs, which is deemed to be a "disregarded entity" for income tax and Form 1099 reporting. Please see Regulation 301.6109-1(h) for rules regarding the FEIN to be used for reporting 1099 payments to a disregarded entity. Please see attached form W-9.

Contact: Patrick W. McGinty, Tax Manager: 503.763.7733 voice 503.763.7833 fax
or: pmcginty@QTPoD.com



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: December 19, 2017
PAGE: Page 1 of 8

SUBJECT:

Discussion and Consideration of CU 17-08 a request for Conditional Use to allow for a parking lot at 609 Gillespie Street in an C-2 zone with the parcel number 101D-00-313.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

First Church of Christ is requesting a Conditional Use to build a parking lot on a vacant lot they own across the street from their current location. The property is zoned C-2 and in order to construct Parking Lot a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. On November 14, 2017, The Planning and Zoning Commission voted unanimously to recommend approval of this conditional use request with the one recommended condition.

Recommended Condition by the Planning and Zoning Commission:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of CU 17-08 to allow for a parking lot to be constructed at 609 Gillespie Street with one condition



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: CU 17-08 Request for Conditional Use to allow for a parking lot at 609 Gillespie Street in an C-2 zone with the parcel number 101D-00-313.00
Date: 11-14-2017

The purpose of this report is to provide information regarding the Conditional Use Request by First Church of Christ to allow for a parking lot to be located at 609 Gillespie Street in an C-2 zone with the property #101D-00-313.00. Please see attachments 1- 4.

BACKGROUND INFORMATION

The applicant is seeking a Conditional Use to construct a parking lot to be used for church parking. The property is zoned C-2 and in order to construct a "Parking Lots & Garages", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart.

Scale and intensity of use.

The applicant has provided a conceptual site plan which seems to meet the City's land development requirements and is proportionate to the area.

On- or off-site improvement needs.

Sidewalks will be required in the right of way. A complete site plan review will be conducted by the Development Review Committee to insure compliance with land development regulations prior to issuing of permits.

On-site amenities proposed to enhance the site.

There are no amenities being proposed

Site issues.

There are no known site issues regarding the intended use of the site

The table below provides the zoning and land uses adjacent to the subject property:

Direction	Zoning	Current Use
North	T-5/C-2	Apartments/church
East	C-2	Park Community Center
South	R-2	Single-Family Home
West	C-2	Single-Family Home

ALLOWED USES UNDER THE PERMITTED (PU) AND CONDITIONAL USE(CU) CHART

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

NOTIFICATION

21 property owners of record within 300 feet of the subject property were notified directly by mail of the request. A public hearing notice was published in the Starkville Daily News on Monday October 30, 2017 and a placard was posted on the property. As of this date, the Planning Office has received one email in support of this request.

ANALYSIS

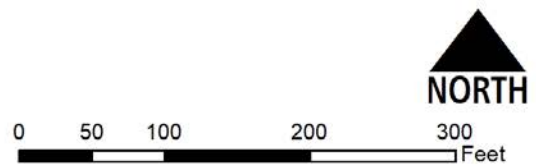
Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

1. **Land use compatibility.** The proposed use as a "Parking Lots & Garages" could be considered a compatible use with adjacent properties. The proposed parking lot is located across the street from the existing church. The property is currently zoned C-2. The 2016 Comprehensive plan has the areas placetype listed as urban corridor.
2. **Sufficient site size and adequate site specifications to accommodate the proposed use.** The site is adequately sized to accommodate the proposed use.
3. **Proper use of mitigative techniques.** None proposed
4. **Hazardous waste.** No hazardous waste or materials would be generated, used or stored at the site
5. **Compliance with applicable laws and ordinances.** The applicant is responsible for obtaining all the property permitting required by City.

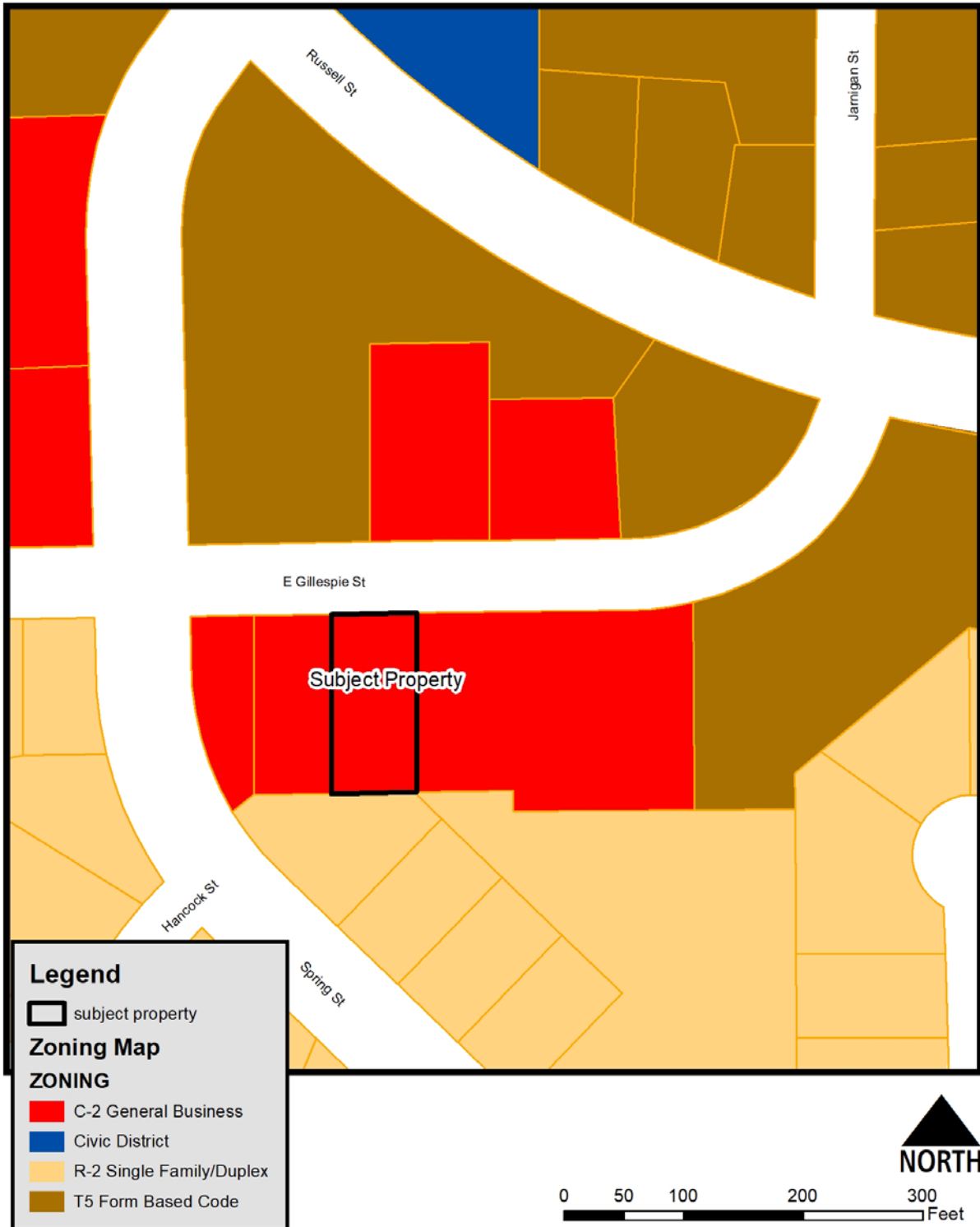
Requested Conditions:

1. The applicant shall have six months from time of Conditional Use approval to obtain site plan approval by the City's Development Review Committee.

Attachment 1
CU 17-08 Aerial



Attachment 2
CU 17-08 Zoning



Attachment 4- Email in support of the request

Daniel Havelin

From: 1lula1@netzero.net
Sent: Monday, November 6, 2017 8:48 PM
To: d.havelin@cityofstarkville.org
Cc: e.corban@cityofstarkville.org
Subject: CU 17-08 Notification of Public Hearing

In receipt of your letter to the Hairston Lexie Estate, Property #101D-00-305.00, 504 Spring Street, Starkville, MS 39759.

The Lexie Hairston Estate is aware of the quest of the First Church of Christ (Holiness) and they are hoping and praying the City of Starkville grants them Conditional Use Approval. This church has been a part of the Needmore community for a number of years and many Hairston family members and friends have been baptized and remain members of this church.

Thanking you in advance.

I Felt Like Someone Was Blowing Up A Balloon In My Stomach

Activated You

<http://thirdpartyoffers.netzero.net/TGL3232/5a011f14f1a941f1456bdst04duc>





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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: December 19, 2017
PAGE: Page 1 of 14

SUBJECT:

Discussion and Consideration of VA 17-17 a request by Saunders Ramsey on behalf of OCEDA for Variance relief from street width and street standards requirements for a proposed industrial park in an M-1 zone with the property #115-21-007.01, 115-21-007.00, and 115-21-010.02

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The Applicant is currently in the process of obtaining Preliminary Plat approval for a proposed industrial park. The applicant attended a Development Review Committee meeting on November 16, 2017. The property was rezoned by the Board of Aldermen on January 3, 2017 from C-2, R-4 and R-5 to M-1. If the request for Variance is recommended for approval, the applicant's requests for Preliminary Plat will be heard by the Planning and Zoning Commission on December 12, 2017 and the request for Preliminary Plat will be heard by Board of Aldermen on December 19, 2017. On November 30, 2017, the Board of Adjustments and Appeals voted 4-0 to recommend approval of the first variance request, a reduction in street width from 31' to 24', and a denial of the second variance, the removal of curb and gutter.

REQUESTING

DEPARTMENT: Community Development

FOR MORE INFORMATION CONTACT:

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

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

SUGGESTED MOTION:



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
BOARD OF ADJUSTMENTS & APPEALS
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Board of Adjustments & Appeals
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: VA 17-17 Request by OCEDA for Variance relief from street width and street standards requirements for a proposed industrial park in an M-1 zone with the property #115-21-007.01, 115-21-007.00, and 115-21-010.02
Date: November 29, 2017

The purpose of this report is to provide information regarding Variance Request by Saunders Ramsey on behalf of OCEDA (Oktibbeha County Economic Development Association) for street width and street standards requirements for a proposed industrial park located at northeast corner of the intersection of Highways 25 and 82 in an M-1 zone with the property #115-21-007.01, 115-21-007.00, and 115-21-010.02. Please see attachments 1-4.

PROPOSED USE & BACKGROUND:

The Applicant is currently in the process of obtaining Preliminary Plat approval for a proposed industrial park. As part of that request, a variance will be needed from the proposed street width of 24' in lieu of the 31' required and to have no curb and gutter. The applicant attended a Development Review Committee meeting on November 16, 2017. The property was rezoned by the Board of Aldermen on January 3, 2017 from C-2, R-4 and R-5 to M-1. If the request for Variance is recommended for approval, the applicant's requests for Preliminary Plat will be heard by the Planning and Zoning Commission on December 12, 2017 and the request for Variance and Preliminary Plat will be heard by Board of Aldermen on December 19, 2017.

NOTIFICATION:

9 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 November 10, 2017 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received 1 phone call, 1 in person visit, and 1 letter against this request.

VARIANCE REQUESTS FROM:

Request #1- Street Width

APPENDIX B – SUBDIVISIONS, ARTICLE VI. - MINIMUM DESIGN STANDARDS, SEC. 1. - STREET PLAN.

- 1. The location and width of all highways, thoroughfares, streets and roads shall conform to the comprehensive plan.*

2. *The proposed street system shall be laid out according to good land planning principles and practices for the type of development proposed, and shall be coordinated with the street systems of the surrounding areas. All streets must provide for the continuation or appropriate projection of principal streets in the surrounding area, and provide a reasonable means of ingress and egress for surrounding acreage tracts.*
3. *Reserve strips or spite strips shall be prohibited.*
4. *Subdivisions which border on or have included within the proposed area to be subdivided any arterial street or major highway shall provide marginal access streets so that the individual lots shall not have direct access to such highway. Subdivisions containing such major roadway facilities must be accompanied by a letter from the state highway department stating its objections and/or recommendations to the proposed street layout.*
5. *Subdivisions that adjoin existing streets shall dedicate additional rights-of-way to meet the minimum street width requirements from each side of the centerline of the existing streets. When a subdivision is located on only one side of an existing street, one-half of the required right-of-way, and in no case less than 25 feet measured from the centerline of the existing right-of-way, shall be provided by the subdivision.*
6. *The proposed street system of the subdivision shall extend existing streets or projections at the same or greater width, but in no case less than the required minimum width.*
 - a. *Street right-of-way width shall not be less than the following:*

Expressways, arterial streets and freeways, as specified by the comprehensive plan. [\[2\]](#)

Major streets, 80-foot minimum.

Marginal access streets, 50-foot minimum.

Collector streets, 60-foot minimum.

Minor streets, 50-foot minimum.

Culs-de-sac, 50-foot minimum.

Culs-de-sac, turnabouts, 50-foot radius.

Alleys, 20 feet.
 - b. *Minimum roadway width shall be as follows:*

Expressways, arterial streets and freeways, as specified by the comprehensive plan.

Major streets, 49 feet back of curb to back of curb.

Collector streets, 41 feet back of curb to back of curb.

Minor streets, 31 feet back of curb to back of curb.

Culs-de-sac, 31 feet back of curb to back of curb.

Culs-de-sac turnarounds, 40 feet from center of circle to outer curb (40-foot radius).

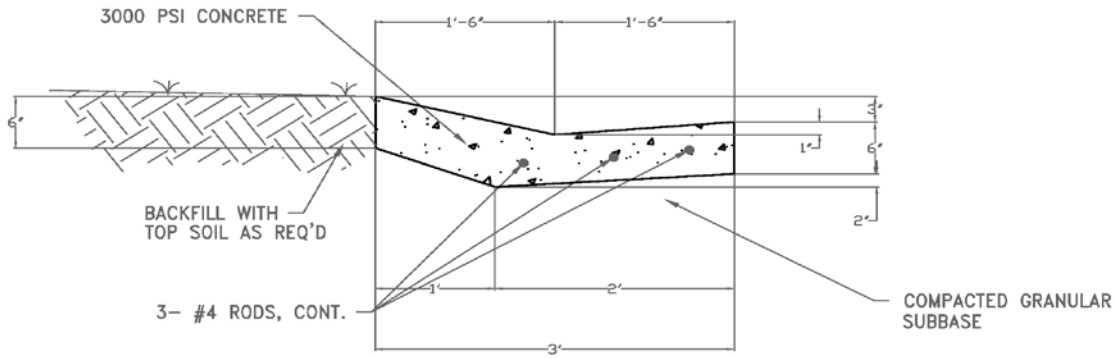
Alleys, 16 feet.

7. *Street alignment shall be designed to eliminate sharp curves and street jogs.*
 - a. *Tangents of at least 100 feet will be required between reverse curves unless severe local conditions would warrant a shorter tangent. In such cases the board of aldermen shall have the power to grant a modification to the provision, provided no traffic hazard would result.*
 - b. *Street intersections with centerline offsets of less than 125 feet shall not be permitted.*
 - c. *Street intersections shall be as nearly at right angles as possible, and no intersection shall be permitted at an angle of less than 60 degrees. Detailed designs of intersections may be required by the commission.*
 - d. *Property line radii at street intersections shall not be less than ten feet, and where the angle of street intersection is less than 90 degrees, the commission may require a greater radius.*
 - e. *Curbline radii at street intersections shall be at least 20 feet. Curb radii of streets or driveways feeding into arterial highways or major streets shall have a radius of not less than 25 feet. Where the angle of street intersection is less than 90 degrees, the commission may require that greater radii be required.*
8. *Cul-de-sac and dead-end streets will not be approved except in cases where the topography or surrounding development would warrant them or unless a dead-end street is for the purpose of connecting future development. Cul-de-sac streets or courts designed to have one end permanently closed shall be no more than 400 feet long. For other dead-end streets, the board of aldermen may require temporary easements for turnaround facilities.*
9. *Street names for all subdivision plats shall be subject to the approval of the city engineer.*

Request #2- Street Standards (curb and gutter requirements)

Sec. 98-84. - Curbs and gutters.

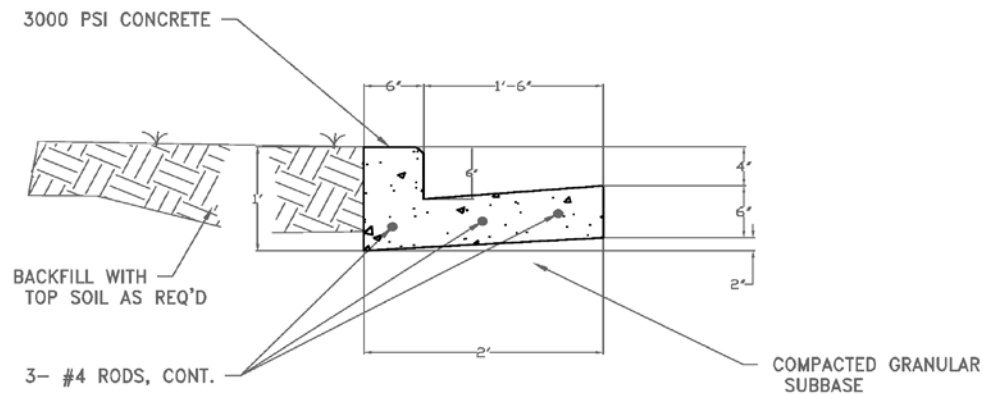
- (1) Curbs and gutters shall be constructed of not less than 28-day compressive strength 3000 concrete. Under certain conditions, formed asphalt or concrete curbs may be authorized for residential area.
- (2) Concrete curb shapes and sizes should be as detailed below.



1/2" EXPANSION JOINTS ON 60'-0" INTERVALS,
EXTEND #4 RODS 18" THRU EXP. JOINTS IN
PLASTIC SLEEVES.

SCORE JOINTS AT 10'-0" INTERVALS.

ROLL-OVER CURB and GUTTER



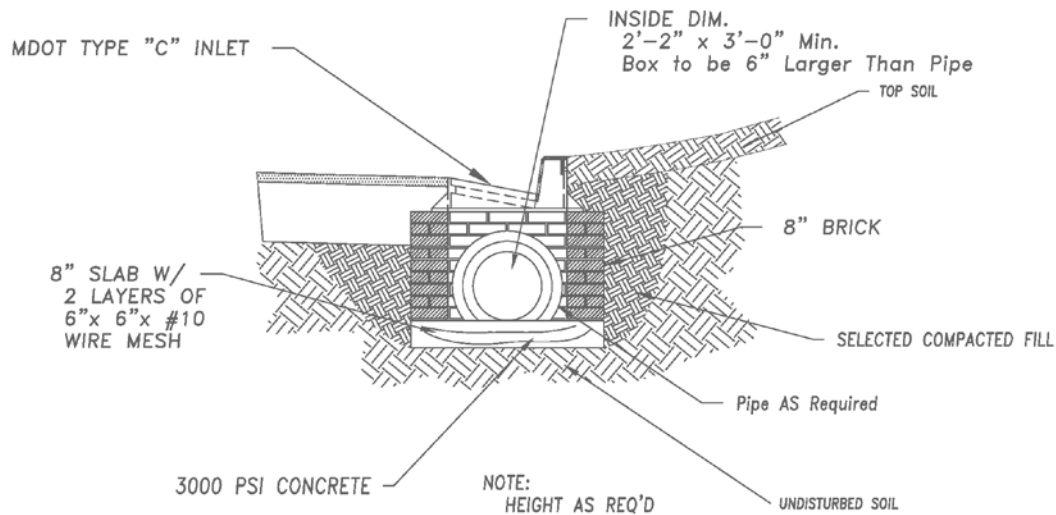
1/2" EXPANSION JOINTS ON 60'-0" INTERVALS,
EXTEND #4 RODS 18" THRU EXP. JOINTS IN
PLASTIC SLEEVES.

SCORE JOINTS AT 10'-0" INTERVALS.

CONVENTIONAL CURB and GUTTER

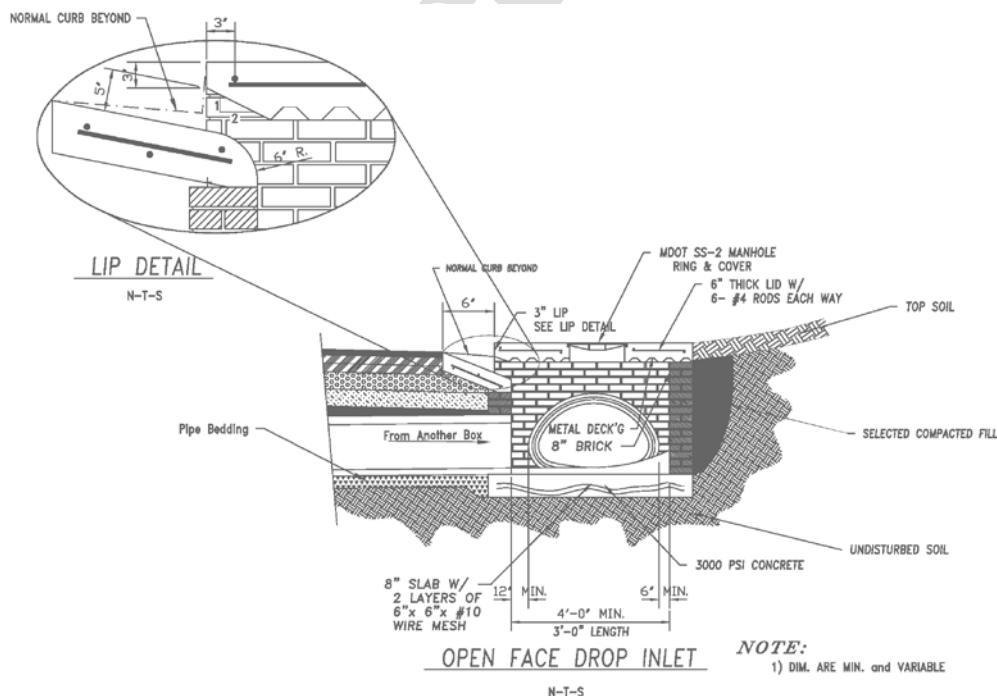
- (3) Concrete curb and gutters shall be backfilled within 72 hours after stripping.
- (4) Concrete curb and gutter forms shall not exceed ten feet in length and a one-half inch pre-molded expansion joint filler shall be installed each 30 feet. Exceptions may be granted by city engineer.
- (5) Concrete curb and gutters shall have not less than three #4 bars of steel placed as indicated.
- (6) Curbs and gutters shall be placed on lines and grades conforming to the approved construction drawings and conform to slopes indicated to assure complete drainage and proper flow of storm water without destruction and puddling.

- (7) Placement of curb and gutter shall be on compacted base or sub-base materials of same character as balance of paving base or sub-base material.
- (8) Drainage structures shall be provided at all low points in major, minor and collector streets. Distances between drainage structures shall not exceed 500 feet. Acceptable designs for drainage structures are shown at Exhibit "A".



GRATE DROP INLET

Exhibit A



- (9) *Driveways entering streets are to be a 90 degree angle to the street center line or as close to this angle as possible.*
- (10) *Driveways shall be constructed so as to permit passenger vehicles to enter or leave the street without bumping or dragging and shall not obstruct the flow of water. Builders shall not tear out or modify curbs or streets to construct driveways without obtaining permission from street department or building department.*

(Ord. No. 2011-4, § D, 12-6-11)

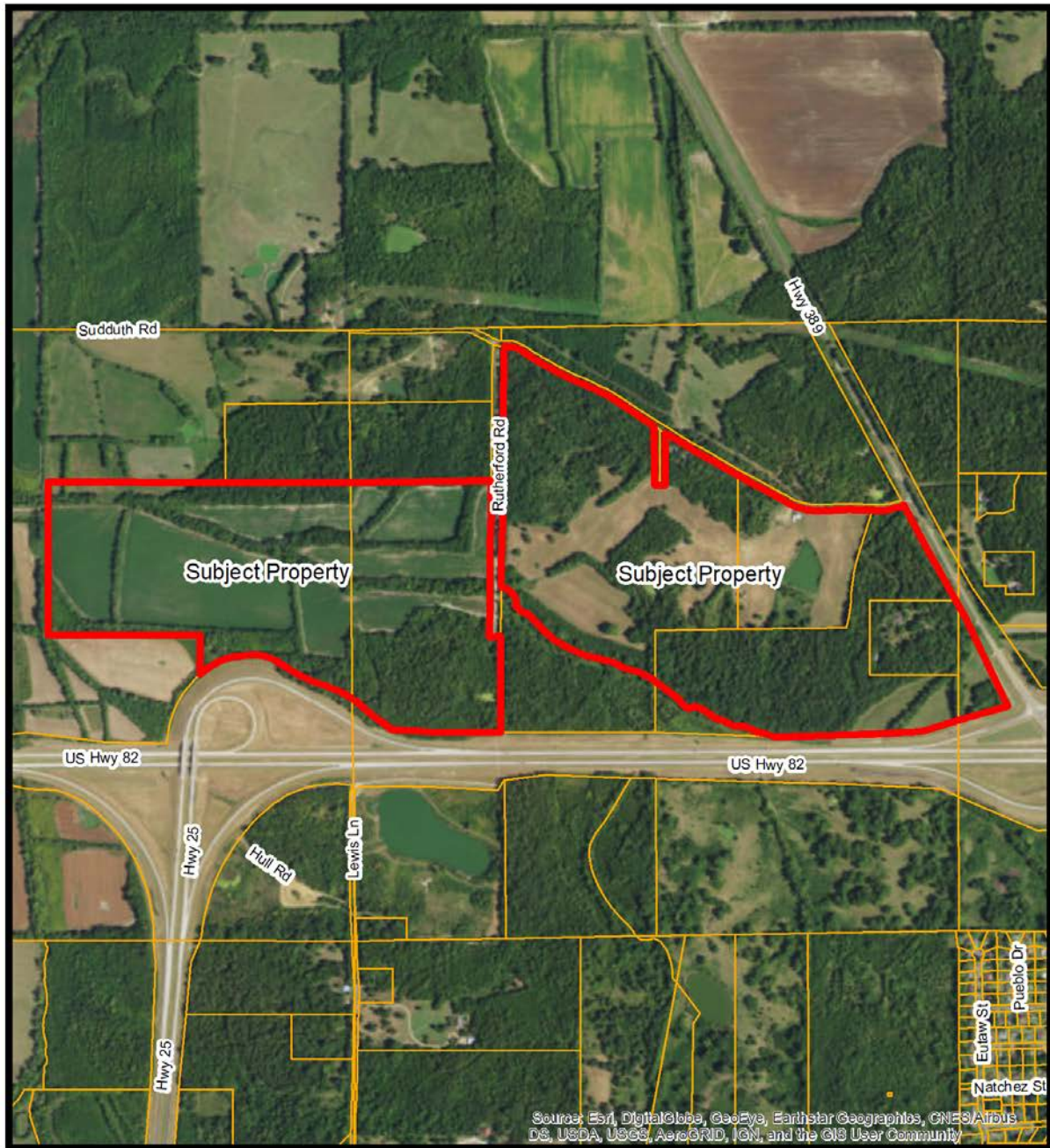
VARIANCE REQUEST REQUIREMENTS:

Appendix A, Article VI, Section K outlines four conditions a Variance request needs to meet:

To authorize an appeal in specific cases such variance from the terms of this ordinance [may be issued] as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provisions of this ordinance would result in unnecessary hardship. A variance from the terms of this ordinance shall not be granted by the board of adjustments and appeals unless and until a written application for a variance shall be submitted, demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and the same conditions are not applicable to other land, structures and buildings in the same district.
2. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance.
3. That the special conditions and circumstances have not resulted from the actions of the applicant.
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this ordinance. Under no circumstances shall the board of adjustments and appeals grant a variance to permit a use other than a use permitted generally, or by special exception, in the district involved, nor shall a variance be granted to any use expressly or by implication prohibited by the terms of this ordinance in said district.

Attachment 1
VA 17-17 Aerial



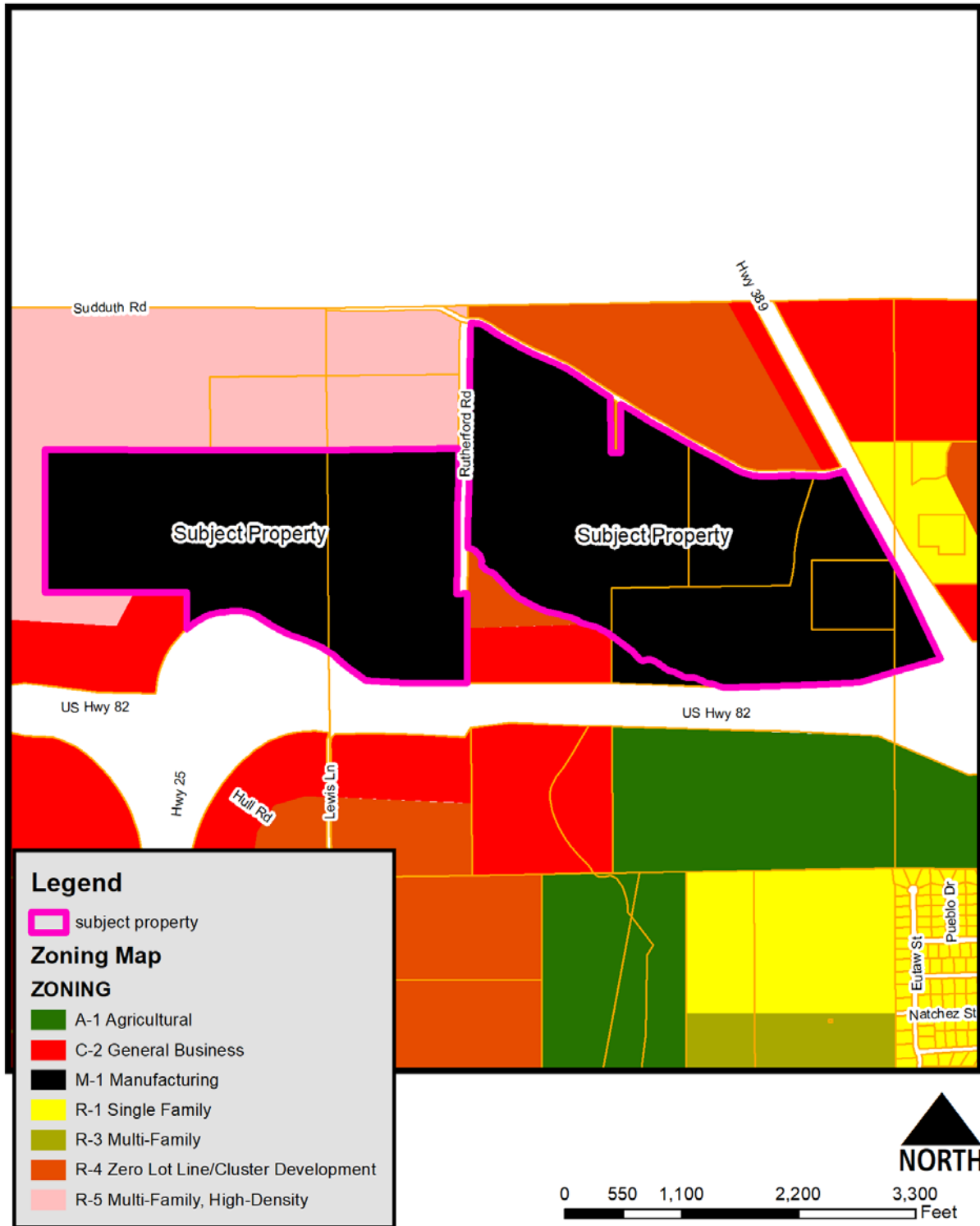
Legend

 subject property

0 550 1,100 2,200 3,300
Feet


NORTH

Attachment 2
VA 17-17 Zoning



Attachment 3- Preliminary Plat

Revised by BOAA

STARKVILLE/OKTTEBBEHA INDUSTRIAL PARK

OCEDA

JACK WALLACE, PRESIDENT 662-323-3322
 jandmjwal@aol.com
 SCOTT MAYNARD, CEO/SDP 662-323-3322
 smaynard@starkville.org
 200 EAST MAIN STREET
 STARKVILLE, MS 39759
 FAX: 662-323-5815
 (SHEET 1 OF 3)

CITY OF STARKVILLE, MISSISSIPPI

MAYOR
 LYNN SPRUILL
 ALDERMEN

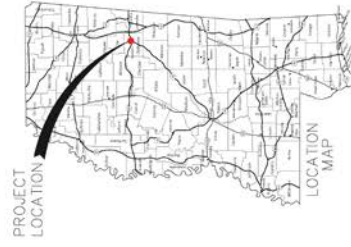
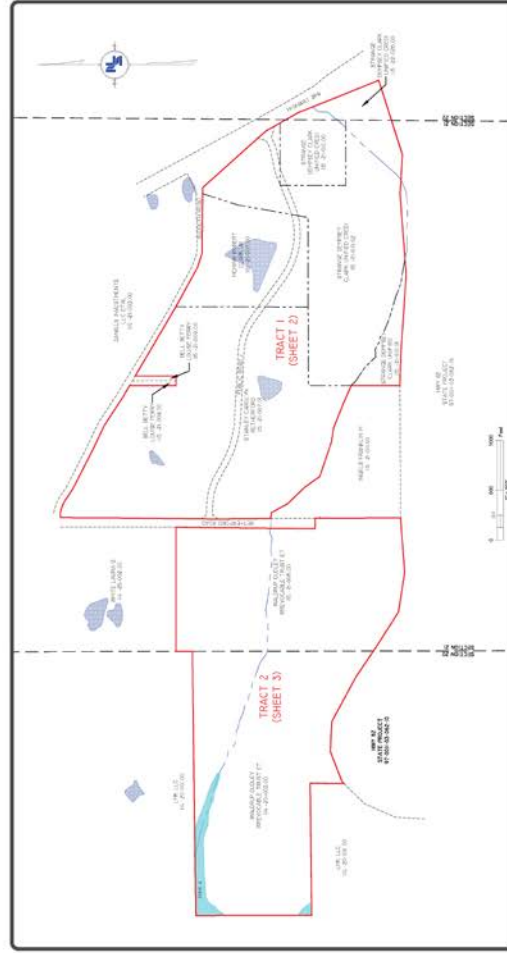
WARD 1 BEN CARVER
 WARD 2 SANDRA C. SISTRUNK
 WARD 3 DAVID LITTLE
 WARD 4 JASON WALKER
 WARD 5 TRICIA MILLER
 WARD 6 ROY A. PERRY, JR.
 WARD 7 HENRY N. VAUGHN, SR.

STARKVILLE/OKTTEBBEHA INDUSTRIAL PARK

NOTE: THE CITY OF STARKVILLE, MISSISSIPPI, HAS REVIEWED THE PROJECT AND HAS APPROVED THE PROJECT FOR THE CITY OF STARKVILLE, MISSISSIPPI. THE CITY OF STARKVILLE, MISSISSIPPI, HAS REVIEWED THE PROJECT AND HAS APPROVED THE PROJECT FOR THE CITY OF STARKVILLE, MISSISSIPPI.

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NOTE: THE CITY OF STARKVILLE, MISSISSIPPI, HAS REVIEWED THE PROJECT AND HAS APPROVED THE PROJECT FOR THE CITY OF STARKVILLE, MISSISSIPPI. THE CITY OF STARKVILLE, MISSISSIPPI, HAS REVIEWED THE PROJECT AND HAS APPROVED THE PROJECT FOR THE CITY OF STARKVILLE, MISSISSIPPI.



LATITUDE & LONGITUDE
 LAT. = 33° 00' 00" N
 LONG. = -88° 32' 00" W
 (APPROX. CENTER OF PROJECT)

NOTE
 • INDICATES APPROXIMATE LOCATION OF PROJECT

LAND USE	AREA (AC)
INDUSTRIAL	1.00
RESIDENTIAL	1.00
TOTAL ACRES	2.00

- NOTES
1. NO PORTAGE DUES ON PARCELS ADJACENT WITHIN THE PROJECT AREA.
 2. PARCELS ADJACENT TO THE PROJECT AREA ARE NOT TO BE USED FOR ANY OTHER PURPOSES THAN THE PROJECT AREA.
 3. THE PROJECT AREA IS TO BE USED FOR INDUSTRIAL PURPOSES ONLY.
 4. THE PROJECT AREA IS TO BE USED FOR INDUSTRIAL PURPOSES ONLY.
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 9. THE PROJECT AREA IS TO BE USED FOR INDUSTRIAL PURPOSES ONLY.
 10. THE PROJECT AREA IS TO BE USED FOR INDUSTRIAL PURPOSES ONLY.



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 Starkville, MS 39759
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 www.neel-schaffer.com

[illegible]

PARCEL LINE TABLE		
LINE #	LENGTH	DIRECTION
80	121.42	N42.064 E 019.996
81	245.04	S24.051 E 02.278
82	182.56	S37.581 E 09.696
83	555.69	S64.271 E 03.336
84	510.32	S57.591 E 22.773
85	643.62	S45.691 E 34.696
86	171.79	S60.391 E 55.536
88	601.56	S63.271 E 23.876
89	719.82	S59.451 E 2.786
90	730.95	S43.261 E 24.986
91	931.58	S69.171 E 23.816
92	171.79	S56.091 E 55.536
93	655.62	S60.391 E 55.626
94	926.32	S57.591 E 22.936
95	555.69	S64.271 E 03.336
96	182.56	N17.061 E 09.696
97	56.82	N10.921 E 02.278
98	86.85	N07.431 E 01.976

UTILITY LEGEND

8" PROPOSED SEWER	8" EXISTING SEWER
10" EXISTING SEWER	15" EXISTING SEWER
10" PROPOSED WATER	12" EXISTING WATER
10" EXISTING WATER	15" EXISTING WATER



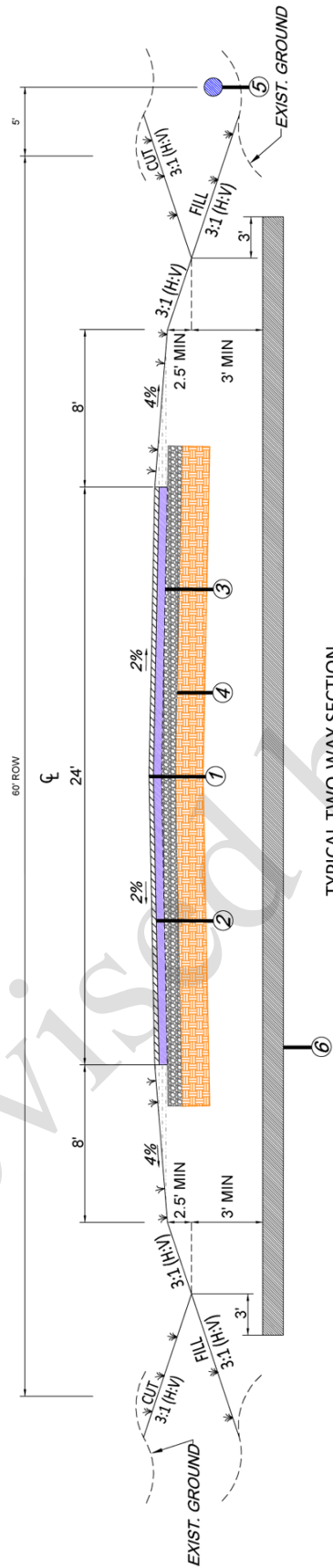
Curve	Length	Radius	Center Elevation	Curve Length
C1	97.14	350.00	63.15	97.31
C2	145.8	250.00	67.75	145.75
C3	165.39	275.00	72.72	165.28
C4	165.39	275.00	84.07	165.63
C5	208.64	375.00	84.07	207.26
C6	243.33	450.00	84.07	240.63
C7	281.79	525.00	84.07	279.64
C8	307.95	650.00	97.94	307.35
C9	337.50	975.00	97.94	335.61
C10	384.39	650.00	97.94	382.28
C11	726.49	725.00	52.07	724.76
C12	55.98	250.00	84.07	55.92
C13	250.00	250.00	84.07	249.95

DIFFERENT MATERIALS	
DB 2014 PG 2199	DB 2014 PG 622
DB 2014 PG 637	DB 2008 PG 5899
DB 2014 PG 638	DB 2008 PG 61
DB 2009 PG 6349	DB 2013 PG 6711
DB 2009 PG 6352	DB 2013 PG 6976
DB 2009 PG 6352	DB 2008 PG 2239
DB 2014 PG 6352	DB 2013 PG 6881
DB 2014 PG 6359	DB 2013 PG 6881
DB 2014 PG 641	DB 2014 PG 2377
DB 2014 PG 645	DB 2008 PG 702
DB 2014 PG 645	DB 2008 PG 704
DB 2014 PG 623	DB 2014 PG 704
DB 2014 PG 661	DB 2014 PG 2382

[illegible]

NEEL-SCHAFFER

Attachment 4- Proposed Street Section



TYPICAL TWO-WAY SECTION
(NOT TO SCALE)

- ① 2" SURFACE COURSE ASPHALT PAVEMENT
- ② 3" BASE COURSE ASPHALT PAVEMENT
- ③ 8" CRUSH STONE COMPACTED TO 95% STANDARD PROCTOR
- ④ DESIGN SUBGRADE COMPACTED TO 95% STANDARD PROCTOR
- ⑤ 10" WATER MAIN
- ⑥ 20" DUCTILE IRON UTILITY CASING (AS SHOWN ON PLANS)



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: December 19, 2017
PAGE: Page 1 of 10

SUBJECT: Discussion and Consideration of PP 17-11 a request for Preliminary Plat approval for subdividing 348.81 parcel into 3 lots for a proposed industrial park. The property is located at 1629 HWY 389 in a M-1 zone with the parcel number 115-21-007.01, 115-21-007.00, and 115-21-010.02

AUTHORIZATION HISTORY:

The applicant, Saunders Ramsey, on behalf of OCEDA, is requesting Preliminary Plat approval for subdividing a 348.81-acre parcel into 3 lots. The proposed subdivision is named "Starkville/Oktibbeha Industrial Park". The proposed subdivision is located in a M-1 zoning district. The applicant went to the Board of Adjustments and Appeals on November 30, 2017 to request two variances: a reduction in street width from 31' to 24' and the removal of the curb and gutter requirement. The BOAA recommended approval of the street width reduction but denied the removal of curb and gutter. The proposed subdivision is not part of a previously platted subdivision. On December 12, 2017 the Planning and Zoning Commission vote 5-0 to recommend approval of the Preliminary Plat with ten conditions.

Recommended Conditions of Approval by Planning and Zoning Commission

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

**REQUESTING
DEPARTMENT:**

Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of PP 17-11 Request for Preliminary Plat approval for the Starkville/Oktibbeha Industrial Park subdivision located at 1629 HWY 389 in a M-1 zone with 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: PP 17-11 Request for Preliminary Plat approval for subdividing 348.81 parcel into 3 lots for a proposed industrial park. The property is located at 1629 HWY 389 in a M-1 zone with the parcel number 115-21-007.01, 115-21-007.00, and 115-21-010.02
Date: December 12, 2017

The purpose of this report is to provide information regarding the request by Saunders Ramsey on behalf of OCEDA for Preliminary Plat approval for subdividing a 348.81-acre parcel into 3 lots. The proposed subdivision is named “Starkville/Oktibbeha Industrial Park”. The proposed subdivision is located in an M-1 Zone. The proposed subdivision is located at 1639 HWY 389. This request is part of a proposed industrial park. The applicant went to the Board of Adjustments and Appeals on November 30, 2017 to request two variances: a reduction in street width from 31’ to 24’ and the removal of the curb and gutter requirement. The BOAA recommended approval of the street width reduction but denied the removal of curb and gutter. The applicant’s requests will be heard at the Board of Alderman on December 19, 2017. Please see attachments 1-3.

Below is information pertaining to M-1 Manufacturing (light industry) zoning district regulations

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

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

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

6. *Off-street parking: Parking spaces shall be provided at the ratio of 0.75 space per worker, and one space for each company vehicle incidental to the operation of the industry or use. See article VIII for requirements for other uses.*

7. *Off-street loading and unloading: Adequate space shall be provided for loading and unloading all vehicles or trucks incidental to the operation of the industry or use inside the established building lines.*

8. *Screening of junkyards, open storage areas and certain industrial facilities: Visual screening of all junkyards and open storage areas, as set forth in the schedule of land use regulations, consisting of fencing, earthen berms, landscape materials or any combination thereof, with sufficient density and height to block the view of such facilities from all public roads, is required.*

PLAT PROPOSAL:

General Information

The subdivision has a gross acreage of +/- 348.81 acres with a total of 3 lots. The proposed development has a gross density of 116.27 units per acre. The applicant will submit infrastructure plans to the Development Review Committee upon approval of Preliminary Plat. A copy of the proposed covenants and that include sections for common area and storm water facilities maintenance, as well as the City's standard hold-harmless indemnification clause required by the City Attorney shall be submitted prior to application for Final Plat.

Easements and Dedications

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

Findings and Comments

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

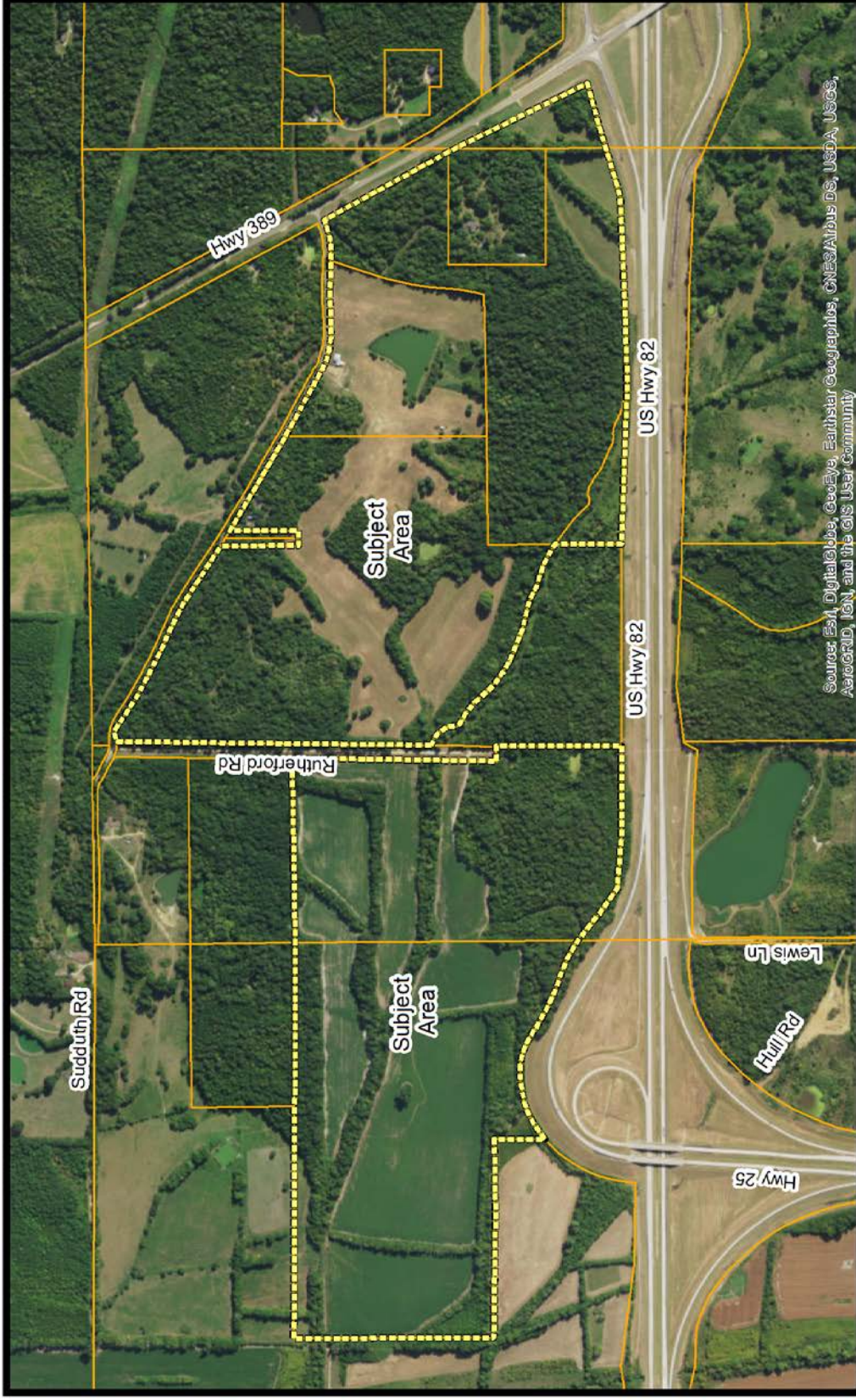
ADDITIONAL DRC REQUIREMENTS HERE

All stormwater will be managed at the time of development. Each newly developed lot will be responsible for providing adequate stormwater management in accordance to City of Starkville Stormwater Management Ordinance.

REQUESTED CONDITIONS:

1. The preliminary plat shall meet the minimum standards for the State of Mississippi, as required by §17-1-23 and §17-1-25 of the Mississippi Code of 1972, as amended.
2. The preliminary plat shall meet the minimum requirements for M-1 dimensions.
3. Approval of the preliminary plat shall be tentative, pending the submission of the final plat, as specified in Appendix B, Article IV, Section 3 of the City of Starkville's Code of Ordinances.
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10. Typical road way section shown on plat will be modified if necessary based on the decision of the Board of Aldermen for variance request VA 17-17.

Attachment 1 PP 17-11 Aerial



Legend

property

Parcels 2017

NORTH

0

320

640

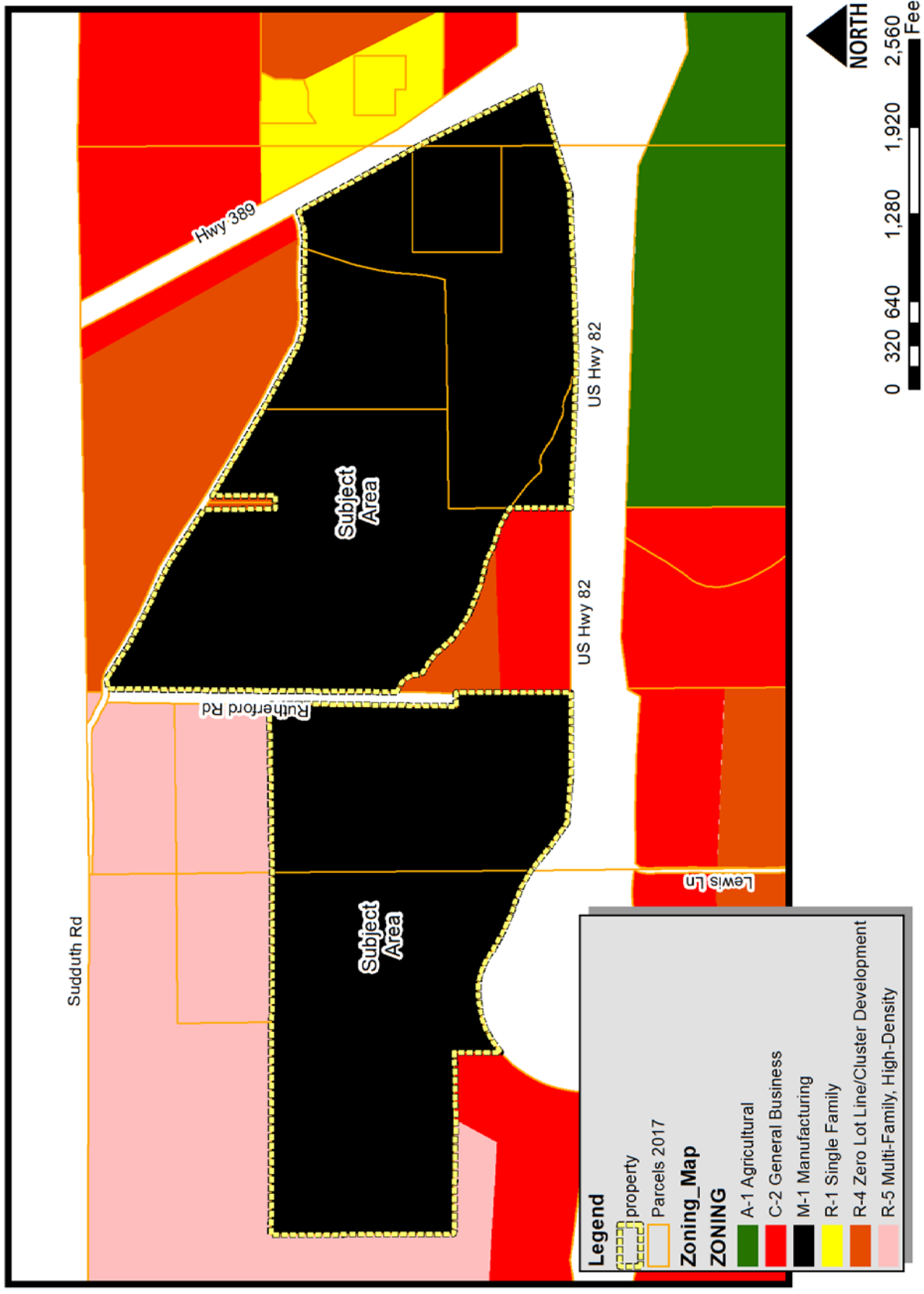
1,280

1,920

2,560

Feet

Attachment 2 PP 17-11 Zoning



**STARKVILLE/OKTTEBEHA INDUSTRIAL PARK
OCEDA**

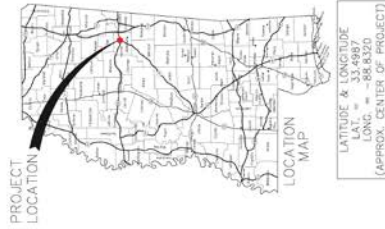
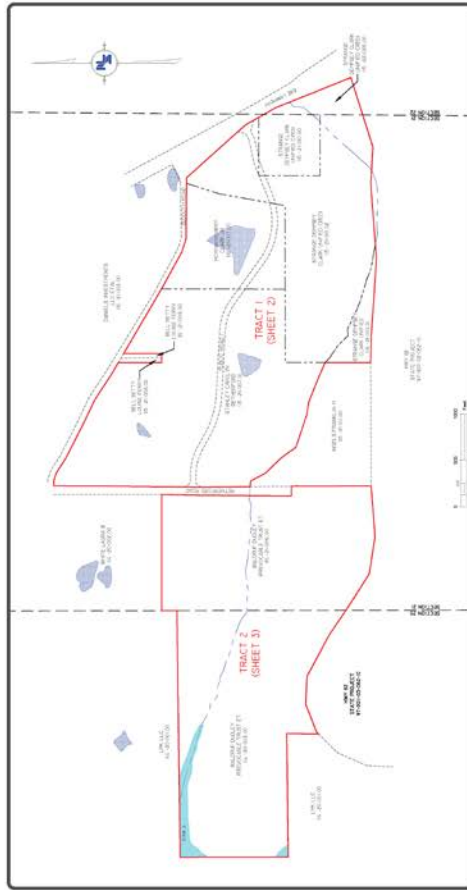
JACK WALLACE, PRESIDENT
662-323-3322
jandm1wa@aol.com

SCOTT MAYNARD, CEO/SDP
662-323-3322
smaynard@starkville.org

200 EAST MAIN STREET
STARKVILLE, MS 39759
FAX: 662-323-5815

(SHEET 1 OF 3)

WARD 1	BEN CARVER
WARD 2	
WARD 3	SANDRA C. SISTRUNK
WARD 4	DAVID LITTLE
WARD 5	JASON WALKER
WARD 6	PATRICK MILLER
WARD 7	ROY A. PERKINS (VICE-MAYOR)
	HENRY N. VAUGHN, SR.

[illegible]

● INDICATES APPROXIMATE LOCATION OF PROJECT

LAND USE TABLE	
GRASSLAND	138.31 AC
COMMERCIAL	167.39 AC
WATER	3.93 AC

control

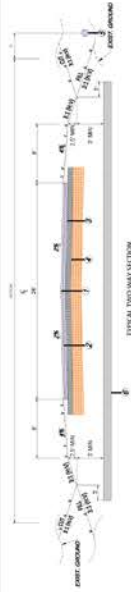
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www.neel-schaffer.com
612 Lynn Lane
PH: (462)2568-2968 / FAX: (402)2568-7961
Starkville, MS 39776

PRELIMINARY PLAT STARKVILLE INDUSTRIAL PARK With Improvements LOCATED IN SECTION 21 AND THE WEST 1/2 OF SECTION 27-19-N, R-14-E STARKVILLE, OKLAHOMA, DEKALB COUNTY, MISSISSIPPI (SHEET 2 OF 3)



1. 2" SURFACE COURSE RAPHAEL PAVEMENT
2. 2" BASE COURSE RAPHAEL PAVEMENT
3. 8" CRUSHED COMPACTED TO 95% STANDARD PROCTOR
4. 6" CRUSHED COMPACTED TO 95% STANDARD PROCTOR
5. 10" WATER MAIN
6. 20" DUCTILE IRON UTILITY CASING (AS SHOWN ON PLANS)

PARCEL LINE TABLE

LINE #	LENGTH	BEARING
1	126.53	S89°30'00"E
2	127.69	S89°30'00"E
3	127.69	S89°30'00"E
4	127.69	S89°30'00"E
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100	127.69	S89°30'00"E



CURVE TABLE

Curve #	Length	Radius	Center Direction	Curve Length
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3	127.69	1000.00	S89°30'00"E	127.69
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96	127.69	1000.00	S89°30'00"E	127.69
97	127.69	1000.00	S89°30'00"E	127.69
98	127.69	1000.00	S89°30'00"E	127.69
99	127.69	1000.00	S89°30'00"E	127.69
100	127.69	1000.00	S89°30'00"E	127.69



NEEL-SCHAFFER
Professional Surveyors
1000 N. 10th St., Suite 100
Starkville, MS 38921
Phone: 662-329-1111
Fax: 662-329-1112
www.neel-schaffer.com

DATE: 10/1/2017
BY: J. L. SCHAFFER
CHECKED: J. L. SCHAFFER
APPROVED: J. L. SCHAFFER

STARKVILLE INDUSTRIAL PARK
WITH IMPROVEMENTS
LOCATED IN
SECTION 21 AND THE WEST 1/2 OF SECTION 27-19-N, R-14-E
STARKVILLE, OKLAHOMA, DEKALB COUNTY, MISSISSIPPI
(SHEET 2 OF 3)



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 12/19/2017
PAGE: 1 of several

SUBJECT: Claims Docket through December 19, 2017

AMOUNT & SOURCE OF FUNDING: FY 2017 – 2018 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending December 19, 2017 is \$1,531,610.42
Of which the claims amount for Starkville Utilities is \$ \$1,070,190.69

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 19, 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.

Expense Approval Report
By Fund

Post Dates 12/07/2017 - 12/13/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-000-053-206	67.63
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-000-053-206	102.12
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-000-053-206	269.37
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-000-053-206	366.55
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-000-054-205	123.26
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-000-054-205	204.54
RACKLEY OIL INC.	471637	12/12/2017	FUEL INVENTORY	001-000-070-251	16,207.62
CARDLOCK VENDING, INC.	11803	12/11/2017	ANNUAL SVC AGREEMENT FOR INTERNET/CELL	001-000-053-206	53.00
CARDLOCK VENDING, INC.	11803	12/11/2017	ANNUAL SVC AGREEMENT FOR INTERNET/CELL	001-000-054-205	53.00
RACKLEY OIL INC.	471638	12/12/2017	FUEL INVENTORY	001-000-070-251	17,498.01
OKT COUNTY	151614	12/12/2017	GT LINK ANNUAL SPONSOR	001-000-054-205	30,000.00
GOLDEN HORN, THE	INV0024316	12/12/2017	GIFT FOR SANTA	001-000-160-698	50.00
VICKI BURNETT	INV0024342	12/12/2017	REFUND YOUTH BASKETBALL REG.	001-000-358-705	50.00
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-000-053-206	150.84
Outstanding Total:					65,195.94
Paid					
LUKE ALEXANDER NUNLEY	INV0024308	12/08/2017	CHARGE WAS DISMISSED	001-000-149-691	270.00
BRENNAN SPARKS	INV0024309	12/08/2017	OVERPAID TICKET	001-000-149-691	40.00
NATIONAL ZONING ASSOCIATES,LLC	INV0024310	12/08/2017	REFUND ESTIMATED RESEARCH FEES	001-000-354-612	250.00
Paid Total:					560.00
Department 000 - UNDESIGNATED Total:					65,755.94
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-100-604-330	177.92
Outstanding Total:					177.92
Department 100 - BOARD OF ALDERMEN Total:					177.92
Department: 110 - MUNICIPAL COURT					
Outstanding					
BLUE 360 MEDIA	INV-7562	12/11/2017	2 2017 EDITIONS OF MS CRIMINAL & TRAFFIC LAWS	001-110-501-200	134.54
MAXXSOUTH BROADBAND	INV0024249	12/07/2017	8282 41 101 0508324 CITY HALL	001-110-604-330	27.50
CLINIC AT ELM LAKE, THE	19682	12/11/2017	A. HU TEST	001-110-600-300	30.00
LEXISNEXIS	3091245469	12/07/2017	NOVEMBER 2017 SERVICES	001-110-600-300	321.00
Outstanding Total:					513.04
Department 110 - MUNICIPAL COURT Total:					513.04

Expense Approval Report

Post Dates: 12/07/2017 - 12/13/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-111-604-330	102.62
Outstanding Total:					102.62
Department 111 - YOUTH COURT Total:					102.62
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	17233193	12/11/2017	JME15733	001-120-604-330	63.75
CANON FINANCIAL SERVICES, INC	17445082	12/11/2017	JME15733	001-120-604-330	63.75
CANON FINANCIAL SERVICES, INC	17551405	12/11/2017	JME15733	001-120-604-330	63.75
SLAUGHTER & ASSOCIATES, PLLC	INV0024252	12/07/2017	ANNEXATION STUDY	001-120-600-300	3,781.29
CORNERSTONE GOVERNMENT AFFAIRS, LLC	COSMS-1217	12/07/2017	STATE & GOVT AFFAIRS NOVEMBER 2017	001-120-600-300	3,333.33
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-120-604-330	147.58
MAXXSOUTH BROADBAND	INV0024249	12/07/2017	8282 41 101 0508324 CITY HALL	001-120-604-330	27.50
CADENCE VISA	110372	12/07/2017	BEVERAGES FOR MEETINGS-KROGER	001-120-503-202	27.77
PETTY CASH VOUCHERS	INV0024322	12/12/2017	BOARD OF ALDERMAN REFRESHMENTS	001-120-503-202	14.62
Outstanding Total:					7,523.34
Department 120 - MAYORS OFFICE Total:					7,523.34
Department: 123 - IT					
Outstanding					
CANON FINANCIAL SERVICES, INC	17022767	12/11/2017	JWH03501/DRL72630	001-123-604-330	58.33
CANON FINANCIAL SERVICES, INC	17127999	12/11/2017	JWH03501/DRL72630	001-123-604-330	58.34
CANON FINANCIAL SERVICES, INC	17233189	12/11/2017	JWH03501/DRL72630	001-123-604-330	58.33
DELL MARKETING L.P.	10195120805	12/13/2017	DELL WIRELESS KEYBOARD & MOUSE	001-123-918-805	74.99
DELL MARKETING L.P.	10198709285	12/13/2017	DELL SOUNDBAR, SKYPE FOR BUSINESS	001-123-918-805	44.99
DELL MARKETING L.P.	10200615592	12/13/2017	OPTIPLEX 7050 SMALL FORM FACTOR, ADAPTER	001-123-918-805	1,538.01
DELL MARKETING L.P.	10201330610	12/13/2017	DELL 24 MONITOR	001-123-918-805	148.19
NORTHEAST EXTERMINATING	318545	12/07/2017	CITY HALL	001-123-630-400	45.00
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-123-604-330	67.63
MAXXSOUTH BROADBAND	INV0024249	12/07/2017	8282 41 101 0508324 CITY HALL	001-123-604-330	27.50
MATTHEW ADDY	63726	12/07/2017	PEAVY PV6 USB	001-123-918-805	129.99
WAUKAWAY DISTRIBUTORS, INC	CLR1217-49	12/07/2017	MONTHLY COOLER RENT	001-123-691-550	10.00
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-123-604-330	254.42
Outstanding Total:					2,515.72
Department 123 - IT Total:					2,515.72
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CANON FINANCIAL SERVICES, INC	17022768	12/11/2017	JME09414	001-145-604-330	370.00
CANON FINANCIAL SERVICES, INC	17128000	12/11/2017	JME09414	001-145-604-330	370.00

Expense Approval Report

Post Dates: 12/07/2017 - 12/13/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CANON FINANCIAL SERVICES, INC	17233190	12/11/2017	JME09414	001-145-604-330	370.00
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-145-604-330	33.82
MAXXSOUTH BROADBAND	INV0024249	12/07/2017	8282 41 101 0508324 CITY HALL	001-145-604-330	27.49
MAGPPA	15121318214749	12/07/2017	MEMBERSHIP-FOR L. HARDIN & J.MCLAURIN	001-145-690-556	70.00
COMMERCIAL DISPATCH, THE	INV0024247	12/07/2017	11/12 11/15 ADS	001-145-501-200	43.85
SULLIVAN'S OFFICE SUPPLY, INC.	29395	12/12/2017	PAPER, INK, ADD TAPE	001-145-501-200	63.34
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-145-604-330	50.28
Outstanding Total:					1,398.78
Department 145 - OTHER ADMINISTRATIVE Total:					1,398.78

Department: 180 - HUMAN RESOURCES

Outstanding

CANON FINANCIAL SERVICES, INC	17022767	12/11/2017	JWH03501/DRL72630	001-180-604-330	58.33
CANON FINANCIAL SERVICES, INC	17127999	12/11/2017	JWH03501/DRL72630	001-180-604-330	58.33
CANON FINANCIAL SERVICES, INC	17233189	12/11/2017	JWH03501/DRL72630	001-180-604-330	58.34
MAXXSOUTH BROADBAND	INV0024249	12/07/2017	8282 41 101 0508324 CITY HALL	001-180-604-330	27.49
Outstanding Total:					202.49
Department 180 - HUMAN RESOURCES Total:					202.49

Department: 190 - CITY PLANNER

Outstanding

CANON FINANCIAL SERVICES, INC	17022767	12/11/2017	JWH03501/DRL72630	001-190-604-330	58.34
CANON FINANCIAL SERVICES, INC	17127999	12/11/2017	JWH03501/DRL72630	001-190-604-330	58.33
CANON FINANCIAL SERVICES, INC	17233189	12/11/2017	JWH03501/DRL72630	001-190-604-330	58.33
CANON FINANCIAL SERVICES, INC	17233193	12/11/2017	JME15733	001-190-604-330	63.75
CANON FINANCIAL SERVICES, INC	17445082	12/11/2017	JME15733	001-190-604-330	63.75
CANON FINANCIAL SERVICES, INC	17551405	12/11/2017	JME15733	001-190-604-330	63.75
MAXXSOUTH BROADBAND	INV0024249	12/07/2017	8282 41 101 0508324 CITY HALL	001-190-604-330	27.49
WAL MART-GENERAL CITY	05416	12/07/2017	COFFEE & SUGAR	001-190-600-326	67.00
COMMERCIAL DISPATCH, THE	INV0024247	12/07/2017	11/12 11/15 ADS	001-190-604-330	43.90
WAL MART-GENERAL CITY	04144	12/12/2017	REFRESHMENTS FOR WARD 5	001-190-691-550	24.25
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-190-604-330	221.65
Outstanding Total:					750.54
Department 190 - CITY PLANNER Total:					750.54

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

CINTAS	215281001	12/11/2017	CITY HALL	001-192-510-220	306.03
TCC FACILITES MANAGEMENT, INC	2745	12/07/2017	NOVEMBER JANITORIAL SERVICES	001-192-600-338	1,100.00
CINTAS	215282745	12/11/2017	CITY HALL	001-192-510-220	25.07
Outstanding Total:					1,431.10
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					1,431.10

Expense Approval Report

Post Dates: 12/07/2017 - 12/13/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEVELOPM	2983	12/07/2017	QTRLY TRANSPORTATION	001-194-690-454	7,625.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	2985	12/07/2017	FY18 HOME DELIVERED MEAL	001-194-690-454	8,698.00
Outstanding Total:					16,323.00
Department 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:					16,323.00
Department: 195 - TRANSFERS TO OTHER AGENCIES					
Outstanding					
GREATER STARKVILLE DEVELOPMENT PART	117938	12/07/2017	GSDP MEMBERSHIP DUES	001-195-951-966	5,000.00
Outstanding Total:					5,000.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					5,000.00
Department: 196 - CEMETERY ADMINISTRATION					
Outstanding					
CADENCE VISA	018073	12/12/2017	MITCHELL SIGNS-DEPOSIT ON CEMETARY SIGNS	001-196-630-402	1,472.90
Outstanding Total:					1,472.90
Department 196 - CEMETERY ADMINISTRATION Total:					1,472.90
Department: 197 - ENGINEERING					
Outstanding					
CANON FINANCIAL SERVICES, INC	17233193	12/11/2017	JME15733	001-197-604-330	63.75
CANON FINANCIAL SERVICES, INC	17445082	12/11/2017	JME15733	001-197-604-330	63.75
CANON FINANCIAL SERVICES, INC	17551405	12/11/2017	JME15733	001-197-604-330	63.75
MAXXSOUTH BROADBAND	INV0024249	12/07/2017	8282 41 101 0508324 CITY HALL	001-197-604-330	27.49
MS BOARD OF LICENSURE	INV0024320	12/12/2017	RENEWALS FOR PE & PS LICENSE-EDWARD KEMP	001-197-690-555	37.50
CODY BURNETT	INV0024318	12/12/2017	EDUCATIONAL ASSIST. REQUEST/REIMBURSEMENT	001-197-690-553	1,486.62
TRUSTMARK NATIONAL BANK	12.27.17	12/12/2017	93894-PRIUS & 2 TACOMAS	001-197-820-874	387.25
TRUSTMARK NATIONAL BANK	12.27.17	12/12/2017	93894-PRIUS & 2 TACOMAS	001-197-830-873	49.70
Outstanding Total:					2,179.81
Department 197 - ENGINEERING Total:					2,179.81
Department: 201 - POLICE DEPARTMENT					
Outstanding					
TRI-STARR MUFFLER & BRAKE	316197	12/12/2017	OIL CHANGE/FUEL FILTER/2007 CROWN VIC	001-201-630-360	72.17
TRI-STARR MUFFLER & BRAKE	833350	12/12/2017	REPAIRS TO #60	001-201-630-360	2,174.79
TRI-STARR MUFFLER & BRAKE	833343	12/12/2017	BLOWER MOTOR/LABOR	001-201-630-360	115.99
TRI-STARR MUFFLER & BRAKE	833349	12/12/2017	REPAIRS TO #19	001-201-630-360	803.31
TRI-STARR MUFFLER & BRAKE	833386	12/12/2017	FAN ASSEMBLY #47	001-201-630-360	344.10
TRI-STARR MUFFLER & BRAKE	833357	12/12/2017	OIL CHANGE	001-201-630-360	38.95
DIGITAL-ALLY	1096545	12/12/2017	RMA REPAIR FEE	001-201-501-200	395.00
DIGITAL-ALLY	1096805	12/12/2017	INTERFACE BOX	001-201-501-200	410.00
AT&T GLOBAL	GC55170	12/11/2017	NCIC	001-201-600-300	449.65
DIGITAL-ALLY	1097001	12/12/2017	CHEST CAMERA	001-201-501-200	145.00
DELL MARKETING L.P.	10195979778	12/12/2017	COMPUTER, CARD READER, ADAPTER	001-201-501-200	2,109.72
LOWE'S	977971	12/12/2017	9900 613613 1 POLICE	001-201-501-200	217.36
WAL MART-GENERAL CITY	004532	12/12/2017	LOCKS AND KEY TAGS	001-201-501-200	75.52
WEATHERS CONSTRUCTION INC	6321	12/07/2017	ELEVATOR RE-INSPECTION- POLIC DEPT	001-201-630-426	4,000.00
LINDA MICHELLE HARGETT	10312017-SPD	12/07/2017	EWING, OUTLAW,LOTT, HANO ALTERATIONS	001-201-600-300	234.00

Expense Approval Report

Post Dates: 12/07/2017 - 12/13/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOWARD INDUSTRIES	17-00803892	12/12/2017	PATRIOT PCUS HUB	001-201-501-200	22.00
DIGITAL-ALLY	1097737	12/12/2017	CHEST CAMERA	001-201-501-200	145.00
DIGITAL-ALLY	1097754	12/12/2017	CHEST CAMERA	001-201-501-200	145.00
ALLEN EDWARDS BODY SHOP	2384	12/11/2017	REPAIRS TO P-45	001-201-630-360	1,070.74
DIGITAL-ALLY	1097808	12/12/2017	FIRST VU CHEST CAMERA	001-201-501-200	985.00
DELL MARKETING L.P.	10202890660	12/13/2017	DELL COMPUTER & ADAPTER/LOVELADY	001-201-501-200	371.20
WATERMARK PRINTERS LLC	11177	12/12/2017	BUSINESS CARDS/COLBERT, WOODS, FAIR	001-201-615-343	117.00
HOWARD INDUSTRIES	17-00804901	12/12/2017	5 BROTHER PRINTERS FOR PATROL CARS	001-201-501-200	1,525.00
HOWARD INDUSTRIES	17-00805011	12/12/2017	BOOKING CAMERA	001-201-501-200	80.00
OKTIBBEHA COUNTY COOPERATIVE	305145	12/12/2017	SWAT BOOTS	001-201-535-233	99.85
MID-SOUTH UNIFORM & SUPPLY	569629	12/12/2017	UNIFORM SHIRTS WITH PATCHES, ETC.	001-201-535-233	1,060.20
R&M TIRES	1114849	12/12/2017	OIL CHANGE	001-201-630-360	45.00
R&M TIRES	1115519	12/12/2017	REPAIR FLAT ON 2017 EXPLORER	001-201-630-360	20.00
SULLIVAN'S OFFICE SUPPLY, INC.	28780	12/12/2017	BINDER CLIPS, STAPLER, ERASER, WHITE BOARD, MARKER	001-201-501-200	299.68
TRI-STARR MUFFLER & BRAKE	775930	12/12/2017	OIL CHANGE	001-201-630-360	50.95
GUARDIAN LOCK AND KEY	4559	12/12/2017	26 PADLOCKS	001-201-501-200	390.98
TRI-STARR MUFFLER & BRAKE	775937	12/12/2017	2 REAR STRUT KITS/LABOR	001-201-630-360	631.49
R&M TIRES	1115571	12/12/2017	REPAIR FLAT	001-201-630-360	15.00
CINTAS FIRST AID & SAFETY	5009336579	12/11/2017	FIRST AID SUPPLIES	001-201-501-200	135.69
TRI-STARR MUFFLER & BRAKE	775940	12/12/2017	FRONT & REAR PADS/LABOR	001-201-630-360	305.18
MAGNOLIA BOTTLED WATER CO	28625	12/12/2017	BOTTLED WATER	001-201-501-200	37.50
WAL MART-GENERAL CITY	01076	12/12/2017	PLANNERS, PENCILS, SHARPENERS	001-201-501-200	171.62
LINDA MICHELLE HARGETT	11302017-SPD	12/07/2017	GREGORY, ROBERSON, KELLY, C ARPENTER, WINSHIP, LOTT, DU	001-201-600-300	310.00
CANON SOLUTIONS AMERICA	4024388239	12/11/2017	COPIER MAINTENANCE- RZE06197	001-201-635-369	37.11
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0024343	12/13/2017	NOVEMBER 2017 CHARGES- 212849 & SUBACCOUNTS	001-201-625-380	142.79
LOWE'S	908199	12/12/2017	9900 613613 1-POLICE	001-201-501-200	8.36
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-201-604-330	2,726.04
Outstanding Total:					22,533.94
Paid					
DPS CRIME LAB	90064603-1	12/08/2017	ANALYTICAL FEES-NOV. 2017	001-201-600-300	120.00
Paid Total:					120.00
Department 201 - POLICE DEPARTMENT Total:					22,653.94
Department: 215 - CUSTODY OF PRISONERS					
Outstanding					
STARKVILLE FAMILY PRACTICE	INV0024327	12/12/2017	BILL FOR T. BRADFORD	001-215-541-237	250.00
Outstanding Total:					250.00
Department 215 - CUSTODY OF PRISONERS Total:					250.00
Department: 230 - POLICE TRAINING					
Outstanding					
SOUTHERN TRAINING INSTITUTE	201708001	12/12/2017	TELECOMMUNICATOR COURSE FOR MULLEN, BOLDEN, MARNITA	001-230-690-552	1,185.00
Outstanding Total:					1,185.00
Department 230 - POLICE TRAINING Total:					1,185.00

Expense Approval Report

Post Dates: 12/07/2017 - 12/13/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 250 - NARCOTICS BUREAU					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-250-604-330	67.63
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-250-604-330	33.82
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-250-604-330	187.00
Outstanding Total:					288.45
Department 250 - NARCOTICS BUREAU Total:					288.45
Department: 261 - FIRE DEPARTMENT					
Outstanding					
CARDLOCK VENDING, INC.	11803	12/11/2017	ANNUAL SVC AGREEMENT FOR INTERNET/CELL	001-261-525-231	33.00
COMMERCIAL DISPATCH, THE	INV0024247	12/07/2017	11/12 11/15 ADS	001-261-691-550	43.90
PETTY CASH VOUCHERS	INV0024323	12/12/2017	FUEL FOR CHARLES YARBROUGH	001-261-525-231	20.00
Outstanding Total:					96.90
Paid					
W.S. DARLEY & CO.	17302927	12/08/2017	3 ACCOUNTABILITY TAGS	001-261-535-233	35.85
MS FIRE CHIEFS ASSOCIATION	INV0024307	12/08/2017	MEMBERSHIP DUES CHARLES YARBROUGH	001-261-690-555	45.00
Paid Total:					80.85
Department 261 - FIRE DEPARTMENT Total:					177.75
Department: 264 - FIRE COMMUNICATIONS					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-264-604-330	538.92
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-264-604-330	2,832.44
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-264-604-330	183.33
Outstanding Total:					3,554.69
Department 264 - FIRE COMMUNICATIONS Total:					3,554.69
Department: 267 - FIRE STATIONS AND BUILDINGS					
Outstanding					
ATMOS ENERGY	INV0024312	12/11/2017	3018177204	001-267-625-380	390.54
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0024343	12/13/2017	NOVEMBER 2017 CHARGES- 212849 & SUBACCOUNTS	001-267-625-380	297.11
ATMOS ENERGY	12.27.17	12/13/2017	3015511080-FIRE STATION #1	001-267-625-380	410.72
Outstanding Total:					1,098.37
Department 267 - FIRE STATIONS AND BUILDINGS Total:					1,098.37
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
CANON FINANCIAL SERVICES, INC	17233193	12/11/2017	JME15733	001-281-604-330	63.75
CANON FINANCIAL SERVICES, INC	17445082	12/11/2017	JME15733	001-281-604-330	63.75
CANON FINANCIAL SERVICES, INC	17551405	12/11/2017	JME15733	001-281-604-330	63.75
MAXXSOUTH BROADBAND	INV0024249	12/07/2017	8282 41 101 0508324 CITY HALL	001-281-604-330	27.49
WATERMARK PRINTERS LLC	11197	12/12/2017	10 INSPECTION BOOKS (2 PART)	001-281-691-550	164.00
TRUSTMARK NATIONAL BANK	12.27.17	12/12/2017	93894-PRIUS & 2 TACOMAS	001-281-820-874	387.26
TRUSTMARK NATIONAL BANK	12.27.17	12/12/2017	93894-PRIUS & 2 TACOMAS	001-281-830-873	49.69
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-281-604-330	131.81
Outstanding Total:					951.50
Department 281 - BUILDING/CODES OFFICE Total:					951.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM					
Outstanding					
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0024343	12/13/2017	NOVEMBER 2017 CHARGES-212849 & SUBACCOUNTS	001-290-625-380	154.25
Outstanding Total:					154.25
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					154.25
Department: 301 - STREET DEPARTMENT					
Outstanding					
CONSOLIDATED PIPE AND SUPPLY	3172947	12/11/2017	4 FERN CO PVC	001-301-561-271	420.00
BELL BUILDING SUPPLY, INC.	203221	12/11/2017	PAIR OF MECHANIC GLOVES	001-301-630-360	16.99
FASTENAL COMPANY	MSSTA74566	12/12/2017	SAFETY GLASSES, CABLE TIES,	001-301-555-250	17.25
BELL BUILDING SUPPLY, INC.	205223	12/11/2017	PALLET QUIKCRETE	001-301-560-270	25.00
BELL BUILDING SUPPLY, INC.	206221	12/11/2017	4 PORTLAND CEMENT	001-301-555-250	54.92
STARKVILLE AUTO PARTS	5151-108091	12/12/2017	LUBE, TRANSMISSION	001-301-630-400	31.58
IVY AUTO PARTS, LLC.	572950	12/12/2017	9 GALLONS OIL	001-301-630-400	179.91
STARKVILLE AUTO PARTS	5151-108208	12/12/2017	SOCKET	001-301-630-400	22.99
IVY AUTO PARTS, LLC.	573642	12/12/2017	BATTERY & CORE DEPOSIT	001-301-630-400	134.99
STARKVILLE AUTO PARTS	5151-108439	12/12/2017	BALL MOUNT	001-301-630-400	31.99
STARKVILLE AUTO PARTS	5151-108440	12/12/2017	2-SOCKETS PT5876	001-301-630-400	75.98
STARKVILLE AUTO PARTS	5151-108497	12/12/2017	SCRAPER, STICKER REMOVER	001-301-630-400	39.16
STARKVILLE AUTO PARTS	5151-108515	12/12/2017	STEEL MIRROR, MIRROR INSPECTI	001-301-630-400	36.18
UNITED RENTALS (NORTH AMERICA), INC.	152439884-001	12/12/2017	AUGER GAS & BIT	001-301-560-270	101.13
BELL BUILDING SUPPLY, INC.	209613	12/11/2017	LEVEL, TAPE, MIRROR, CONCRETE MIX	001-301-555-250	64.56
STARKVILLE AUTO PARTS	5151-108757	12/12/2017	OIL & FUEL	001-301-630-400	196.87
FASTENAL COMPANY	MSSTA75895	12/12/2017	3 DIAMOND BLADES	001-301-555-250	342.97
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-301-604-330	33.82
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-301-604-330	176.25
GATEWAY TIRE & SERVICE CENTER	1103930495	12/12/2017	TIRE, STEM, MOUNT, DISPOSAL FEE	001-301-630-400	71.90
CINTAS	215280987	12/11/2017	STREET DEPT	001-301-535-233	112.85
CINTAS	215280988	12/11/2017	AUTO DEPT	001-301-535-233	35.00
POWERSTROKE EQUIPMENT SALES & SVC	2712	12/12/2017	REPAIR STIHL CUT QUICK SA	001-301-630-400	75.99
OKTIBBEHA COUNTY COOPERATIVE	309313	12/12/2017	CABLE TIES, POST CLIPS, POST DRIVER	001-301-555-250	55.10
BELL BUILDING SUPPLY, INC.	209916	12/11/2017	POST HOLE DIGGER	001-301-555-250	31.05
CARDLOCK VENDING, INC.	11803	12/11/2017	ANNUAL SVC AGREEMENT FOR INTERNET/CELL	001-301-525-231	33.00
BASICS, INC. A Trade America Company	22197	12/11/2017	CASE OF SPRAY 9	001-301-555-250	61.79
CONSOLIDATED PIPE AND SUPPLY	3174260-024	12/11/2017	SVC CHG	001-301-561-271	6.30
G&C SUPPLY CO., INC	6679145	12/12/2017	24 18X6 ALL WAY ALUM SIGNS, 4 STOP SLOW PADDLE	001-301-565-272	350.40
BELL BUILDING SUPPLY, INC.	210134	12/11/2017	5 BAGS OF CONCRETE MIX	001-301-560-270	14.97
STARKVILLE AUTO PARTS	5151-108897	12/12/2017	BRAKE ROTOR	001-301-630-400	69.98
SHERWIN WILLIAMS CO.	0026-9	12/12/2017	PAINT	001-301-565-272	16.87
PAUL BRAND	084052	12/12/2017	CDL TESTS-T.WEAVER & A. HICKMAN	001-301-555-250	500.00
APAC SVC. CTR-MS DIVISION	4000074903	12/11/2017	1.67 ST 9.5	001-301-560-270	122.75
BELL BUILDING SUPPLY, INC.	210367	12/11/2017	2 PAIR KNEE BOOTS	001-301-555-250	39.84
CINTAS	215282731	12/11/2017	STREET DEPT	001-301-535-233	115.96
CINTAS	215282732	12/11/2017	AUTO	001-301-535-233	35.00
HILL MANUFACTURING COMPANY, INC.	957117-78	12/13/2017	HAND CLEANER	001-301-630-360	142.07
SHERWIN WILLIAMS CO.	0003-8	12/12/2017	PAINT SUPPLIES AND PAINT	001-301-565-272	175.03

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	312923	12/12/2017	CHAIN LINK HINGE, BOLT	001-301-555-250	23.96
STARKVILLE AUTO PARTS	5151-109128	12/12/2017	HOOK HINGE, LAG SCREW HO		
ADREIAL HICKMAN	10188632	12/11/2017	HHC COUPLING	001-301-630-400	24.60
			5 YEAR CDL LICENSE-REIMBURSEMENT	001-301-691-550	55.00
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-301-604-330	50.28

Outstanding Total: 4,222.23

Department 301 - STREET DEPARTMENT Total: 4,222.23

Department: 302 - STREET LIGHTING

Outstanding

4-COUNTY ELECTRIC POWER ASSOCIATION	INV0024343	12/13/2017	NOVEMBER 2017 CHARGES-212849 & SUBACCOUNTS	001-302-625-380	11,074.96
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Outstanding Total: 11,074.96

Department 302 - STREET LIGHTING Total: 11,074.96

Department: 360 - ANIMAL CONTROL

Outstanding

OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0024245	12/07/2017	JAN/FEB/MARCH CONTRIBUTION	001-360-951-955	26,500.00
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	001-360-604-330	37.40

Outstanding Total: 26,537.40

Department 360 - ANIMAL CONTROL Total: 26,537.40

Department: 500 - LIBRARIES

Outstanding

STARKVILLE/OKTIBBEHA LIBRARY	INV0024244	12/07/2017	JAN/FEB/MARCH CONTRIBUTION	001-500-900-802	45,000.00
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Outstanding Total: 45,000.00

Department 500 - LIBRARIES Total: 45,000.00

Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK

Outstanding

MS STATE UNIVERSITY AGRICENTER	INV0024246	12/07/2017	JAN/FEB/MARCH CONTRIBUTION	001-541-625-380	2,500.00
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Outstanding Total: 2,500.00

Department 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total: 2,500.00

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

HANDYMAN RENTALS	75922	12/12/2017	TILLER	001-550-600-370	55.00
SPORTS ILLUSTRATED	365887	12/12/2017	CREDIT CARD PROCESSING-	001-550-600-300	959.00
PLAY /SPORTSIGNUP			2018 YOUTH BASKETBALL		
MAGNOLIA FLOORING & CO.	5131	12/12/2017	VINYL IN CONF. ROOMS B&C PLUS LABOR	001-550-630-426	4,898.45
RACKLEY OIL INC.	117681	12/12/2017	GAS	001-550-501-204	223.25
BERRY ELECTRIC, LLC	004174	12/11/2017	INSTALL OUTDOOR SWITCHES, CHANGED OUT BA	001-550-630-426	600.00
NEWELL PAPER COMPANY	3018438	12/12/2017	LINERS, MOPS, BOWL CLIPS	001-550-501-208	121.66
CANON FINANCIAL SERVICES, INC	17985150	12/11/2017	PARKS-MONTHLY RENTAL	001-550-600-370	382.00
BSN SPORTS	900930259	12/11/2017	JMQ12482		
NEWELL PAPER COMPANY	3019129	12/12/2017	4 SETS OF SANDBAG ANCHOR	001-550-535-543	56.24
			TOWELS AND TOILET TISSUE, PINE SOL, MIRROR	001-550-501-208	253.64
VERIZON WIRELESS	9796489797	12/12/2017	442043716-00001/PARKS/MONTHLY	001-550-600-300	500.06
			CHRGs		
GARNER COMPUTER SERVICE	1046220	12/12/2017	R500 AP DUAL BAND, 2 R700, 3 SINGLE LICENSES	001-550-501-200	2,375.00
RACKLEY OIL INC.	117690	12/12/2017	GAS	001-550-501-204	208.32
NEWELL PAPER COMPANY	3019688	12/12/2017	TOWELS & TOILET TISSUE	001-550-501-208	121.94
ATMOS ENERGY	INV0024311	12/11/2017	3018222235	001-550-600-340	23.36
ROBERSON FLOOR, INC	008207	12/12/2017	REPAIR TWO SPOTS ON GYM FLOOR	001-550-600-370	800.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GTR SOLID WASTE MGMT. AUTH	243917	12/12/2017	PARK-COMMERCIAL	001-550-600-300	27.54
SULLIVAN'S OFFICE SUPPLY, INC.	28880	12/12/2017	EXPANSION FILE POCKETS. METAL BOOK RINGS	001-550-501-200	36.98
OKTIBBEHA COUNTY COOPERATIVE	309056	12/12/2017	7 BALES #1 BERMUDA SQUARE BALE	001-550-600-300	56.00
CINTAS FIRST AID & SAFETY TERRY SVC., INC	5009336582 56495	12/11/2017 12/12/2017	FIRST AID SUPPLIES INSPECTION REPAIRS/REFRIGERANT SUPPLY, BLOWER MOTO	001-550-600-300 001-550-630-426	145.12 2,558.00
IVY AUTO PARTS, LLC.	574545	12/12/2017	BALL MOUNT/HITCH PIN	001-550-600-370	36.48
EAST MISSISSIPPI LUMBER CO	D7253	12/12/2017	STAYLIT LIGHTS, GREEN ANGEL ADAPTER, RED BOW	001-550-600-355	86.16
EAST MISSISSIPPI LUMBER CO	D7269	12/12/2017	SPONGE, SCRAPER, SPACKLIN	001-550-600-370	24.96
SCHRONDA FAYE EDDINS	INV0024328	12/12/2017	ACTIVITY WORKER	001-550-600-320	500.00
ANTHONY STEVENSON	INV0024329	12/12/2017	ACTIVITY WORKER	001-550-600-320	600.00
KENNEDI AKINS	INV0024330	12/12/2017	ACTIVITY WORKER	001-550-600-320	155.00
VERLEAN AKINS	INV0024331	12/12/2017	ACTIVITY WORKER	001-550-600-320	403.00
MARION WATSON	INV0024332	12/12/2017	ACTIVITY WORKER	001-550-600-320	400.00
DIANE CLARK	INV0024333	12/12/2017	ACTIVITY WORKER	001-550-600-320	125.00
JALANA M. PERSE	INV0024334	12/12/2017	ACTIVITY WORKER	001-550-600-320	155.00
NEIKO HOWELL	INV0024335	12/12/2017	ACTIVITY WORKER	001-550-600-320	155.00
CONNIE WISE	INV0024336	12/12/2017	ACTIVITY WORKER	001-550-600-320	255.00
CHARLES R. TILLERY II	INV0024337	12/12/2017	ACTIVITY WORKER	001-550-600-320	390.00
RONALD JOHNSON JR.	INV0024338	12/12/2017	ACTIVITY WORKER	001-550-600-320	350.00
CHRISTOPHER ANDRE CLARK	INV0024339	12/12/2017	ACTIVITY WORKER	001-550-600-320	100.00
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-550-600-330	33.82
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	001-550-600-330	118.25
SULLIVAN'S OFFICE SUPPLY, INC.	28879	12/12/2017	FILE TOTE WITH HINGED LID	001-550-501-200	119.97
G&K SERVICES	6231404737	12/12/2017	MATS AND SCRAPERS	001-550-501-220	36.20
NEWELL PAPER COMPANY	3020302	12/12/2017	AIR FRESHNER, BOWL CLIPS, PINE SOL	001-550-501-208	117.79
LANCE JACKSON AIR CONDITI	900307	12/12/2017	REPAIR HEATING SYSTEM IN VOTING ROOM	001-550-630-426	290.00
FARRELL-CALHOUN CO	000095855	12/12/2017	1 650 S/G LATEX WHITE BASE	001-550-630-426	110.00
FARRELL-CALHOUN CO	000095862	12/12/2017	PAINT SUPPLIES	001-550-630-426	63.79
UNITED RENTALS (NORTH AMERICA), INC.	80766-C	12/13/2017	OVERPAYMENT ON 80766	001-550-600-300	-30.46
K&K INSURANCE GROUP	INV0024319	12/12/2017	2018 YOUTH BASEBALL INSURANCE	001-550-600-360	1,478.12
OKTIBBEHA COUNTY COOPERATIVE	310563	12/12/2017	30 FEED BAGS	001-550-501-220	18.00
SPORTS ILLUSTRATED PLAY /SPORTSIGNUP	371783	12/12/2017	CREDIT CARD PROCESSING FOR 2018 YOUTH BASKETBAL	001-550-600-300	1,165.50
BERRY ELECTRIC, LLC	63896	12/11/2017	RAPCO CONCERT 50' S	001-550-600-300	39.95
ATMOS ENERGY	12.27.17-P	12/13/2017	3019958172-PARKS	001-550-600-340	135.32
MAGNOLIA FLOORING & CO.	5165	12/12/2017	INSTALL VINYL PLANK IN CONF. ROOMS B&C	001-550-630-426	1,903.13
RACHEL LAMBERT	INV0024340	12/12/2017	UMPIRES & REFEREES	001-550-600-320	50.00
CODY ROMAN	INV0024341	12/12/2017	UMPIRES & REFEREES	001-550-600-320	50.00

Outstanding Total: 23,836.54

Department 550 - PARKS AND REC DEPARTMENT Total: 23,836.54

Department: 600 - CAPITAL PROJECTS

Outstanding

MSU PLANNING, DESIGN & CONSTRUCTION	1948PDCARS23	12/12/2017	RUSSELL ST. IMP PROJ. REQ# 23 CONSTRUCTION	001-600-912-856	5,031.99
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Outstanding Total: 5,031.99

Department 600 - CAPITAL PROJECTS Total: 5,031.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
GREATER STARKVILLE DEVELOPMENT PART	118003	12/07/2017	GAME DAY SHUTTLE	001-653-702-708	1,250.00
Outstanding Total:					1,250.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					1,250.00
Fund 001 - GENERAL FUND Total:					255,114.27
Fund: 003 - RESTRICTED FIRE FUND					
Department: 560 - RESTRICTED FIRE FUND					
Outstanding					
BANCORPSOUTH EQUIPMENT FINANCE	636008	12/12/2017	002-0070314-016, FORD F150	003-560-820-874	1,380.34
BANCORPSOUTH EQUIPMENT FINANCE	636008	12/12/2017	002-0070314-016, FORD F150	003-560-830-873	175.33
Outstanding Total:					1,555.67
Department 560 - RESTRICTED FIRE FUND Total:					1,555.67
Fund 003 - RESTRICTED FIRE FUND Total:					1,555.67
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
CANON SOLUTIONS AMERICA	446240	12/11/2017	COPIES-AIRPORT SHPIM3511	015-505-600-338	1.27
CLINIC AT ELM LAKE, THE	19465	12/11/2017	J. RABREN TEST	015-505-691-550	30.00
RACKLEY OIL INC.	469848	12/12/2017	15W50 OIL	015-505-525-235	82.50
RACKLEY OIL INC.	470597	12/12/2017	GAS	015-505-525-232	3,210.00
COLUMBUS FENCE COMPANY	INV0024314	12/11/2017	PROJECT # 3-28-0068-021-2017/MOBILIZATION/CLEARING	015-505-720-805	403.75
RACKLEY OIL INC.	470690	12/12/2017	GAS	015-505-525-235	235.20
CLEARWATER INC., ENVIRONMENTAL ENGI SOUTHERN	120.21701P	12/11/2017	2017 AIP ENG. PAY REQ. #1	015-505-720-805	1,189.50
TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	015-505-604-330	243.06
RACKLEY OIL INC.	471160	12/12/2017	UNLEADED FUEL	015-505-525-231	77.07
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0024343	12/13/2017	NOVEMBER 2017 CHARGES-212849 & SUBACCOUNTS	015-505-625-380	50.88
EASTERN AVIATION FUELS	R2871214	12/12/2017	JET TRUCK RENT/AVGAS RENT	015-505-600-322	800.00
RODNEY LINCOLN	INV0024325	12/12/2017	REIMBURSE FOR CARD PURCHASES/SEARS & MFJ	015-505-630-400	39.95
RODNEY LINCOLN	INV0024325	12/12/2017	REIMBURSE FOR CARD PURCHASES/SEARS & MFJ	015-505-691-550	179.99
WAL MART-GENERAL CITY	08187	12/12/2017	AIRPORT-MISC SUPPLIES	015-505-691-550	81.61
POWERSTROKE EQUIPMENT SALES & SVC	2727	12/12/2017	MIX OIL	015-505-525-231	17.98
MAGNOLIA BOTTLED WATER CO	30103	12/12/2017	BOTTLED WATER & CUPS	015-505-501-200	23.00
BENN HARRELL	INV0024313	12/11/2017	CONTRACT LABOR-SOUTH HANGAR	015-505-600-338	106.00
SIMMONS EROSION CONTROL, INC	INV0024326	12/12/2017	DRAINAGE IMP. PHASE 2-PAY REQ #11	015-505-720-805	320.63
LOWE'S	09321	12/12/2017	LIGHT BULBS, DRAIN	015-505-501-198	4.26
LOWE'S	09321	12/12/2017	LIGHT BULBS, DRAIN	015-505-541-237	8.51
EASTERN AVIATION FUELS	2873253	12/12/2017	AVGAS 100LL-8520	015-505-525-232	27,920.47
JAMES HUNTER MIDDLETON	INV0024317	12/12/2017	MOW FBO/T HANGARS 4 HOURS	015-505-600-338	32.00
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	015-505-604-330	50.28
Outstanding Total:					35,107.91
Department 505 - AIRPORT Total:					35,107.91
Fund 015 - AIRPORT FUND Total:					35,107.91

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 016 - RESTRICTED AIRPORT					
Department: 515 - RESTRICTED PROJECTS					
Outstanding					
COLUMBUS FENCE COMPANY	INV0024314	12/11/2017	PROJECT # 3-28-0068-021-2017/MOBILIZATION/CLEARING	016-515-720-806	7,267.50
COLUMBUS FENCE COMPANY	INV0024314	12/11/2017	PROJECT # 3-28-0068-021-2017/MOBILIZATION/CLEARING	016-515-720-809	403.75
CLEARWATER INC., ENVIRONMENTAL ENGI	120.21701P	12/11/2017	2017 AIP ENG. PAY REQ. #1	016-515-600-305	21,411.00
CLEARWATER INC., ENVIRONMENTAL ENGI	120.21701P	12/11/2017	2017 AIP ENG. PAY REQ. #1	016-515-600-370	1,189.50
SIMMONS EROSION CONTROL, INC	INV0024326	12/12/2017	DRAINAGE IMP. PHASE 2-PAY REQ #11	016-515-720-805	5,771.25
SIMMONS EROSION CONTROL, INC	INV0024326	12/12/2017	DRAINAGE IMP. PHASE 2-PAY REQ #11	016-515-720-812	320.62
Outstanding Total:					36,363.62
Department 515 - RESTRICTED PROJECTS Total:					36,363.62
Fund 016 - RESTRICTED AIRPORT Total:					36,363.62

Fund: 022 - SANITATION**Department: 322 - SANITATION DEPARTMENT**

Outstanding					
SANSOM EQUIPMENT COMPANY, INC	52792	12/07/2017	LABOR & TRAVEL TO REPAIR SANIT. TRUCK	022-322-630-360	565.00
OREILLY AUTO PARTS	0997-391368	12/07/2017	50-DEF 2.5 FOR TRUCKS	022-322-555-250	499.50
BELL BUILDING SUPPLY, INC.	208768	12/07/2017	2 TRANSFER SHOVL D HD	022-322-555-250	40.78
GATEWAY TIRE & SERVICE CENTER	1103917076	12/07/2017	TRUCK # 40, TIRE & INSIDE MOUNT	022-322-630-360	254.14
TRI-STATE TRUCK CENTER	BI08958	12/07/2017	TRUCK #98 LEVEL SENSOR	022-322-630-360	50.22
TRI-STATE TRUCKCENTER	BW86062	12/07/2017	TRUCK # 95 REPAIRS	022-322-630-360	805.56
TRI-STATE TRUCKCENTER	BW86064	12/07/2017	TRUCK #98 REPAIRS	022-322-630-360	435.94
TERRY'S GARAGE, INC	41205	12/07/2017	TRUCK #42 REPAIR WATER LEAK	022-322-630-360	267.36
SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	022-322-604-330	33.82
GATEWAY TIRE & SERVICE CENTER	1103930577	12/07/2017	TRUCK #92A TIRE & MOUNT, SVC CALL	022-322-630-360	414.10
GATEWAY TIRE & SERVICE CENTER	11039305776	12/07/2017	TRUCK #94, TIRE & MOUNT	022-322-630-360	330.20
CINTAS	215280990	12/11/2017	SANITATION/LANDSCAPE	022-322-535-233	127.60
CARDLOCK VENDING, INC.	11803	12/11/2017	ANNUAL SVC AGREEMENT FOR INTERNET/CELL	022-322-525-231	53.00
TRI-STATE TRUCK CENTER	BI09727	12/07/2017	TIE ASST, CLAMPS, HOSE FEET, CONNECTORS	022-322-555-250	87.65
STARKVILLE WAREHOUSE COMPANY	INV0024248	12/07/2017	STORAGE FEES-AUGUST-NOVEMBER	022-322-551-239	1,440.00
CITY OF STARKVILLE SANITATION	INV0024251	12/07/2017	QTRLY ADMIN FEES FOR SANITATION DEPT	022-322-600-333	12,500.00
GTR SOLID WASTE MGMT. AUTH	INV0024315	12/12/2017	NOVEMBER 2017 SOLID WASTE TICKETS	022-322-600-379	35,862.21
WASTE MANAGEMENT	0696365-2132-5	12/12/2017	NOVEMBER HAULS-4. FLAT ROLLOFF RECYCLE	022-322-600-431	2,378.28
GATEWAY TIRE & SERVICE CENTER	1103934441	12/07/2017	TRUCK #97 FLAT REPAIR	022-322-630-360	15.00
SULLIVAN'S OFFICE SUPPLY, INC.	29078	12/07/2017	TAPE DISP, STAPLER, BIZ CARD HOLDER	022-322-501-200	36.16
SULLIVAN'S OFFICE SUPPLY, INC.	29079	12/07/2017	DESK CALENDAR	022-322-501-200	6.48
SULLIVAN'S OFFICE SUPPLY, INC.	29080	12/07/2017	ORGANIZER REFILL	022-322-501-200	14.83
CINTAS	215282734	12/11/2017	SANITATION/LANDSCAPE	022-322-535-233	143.14

Expense Approval Report

Post Dates: 12/07/2017 - 12/13/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COMMERCIAL DISPATCH, THE	INV0024247	12/07/2017	11/12 11/15 ADS	022-322-604-330	205.85
EMPIRE TRUCK SALES, LLC	RE0055010190:1	12/12/2017	CRANKCASE, RADI CORE& TANK, UNION COUPLING	022-322-630-360	2,639.64
NORTHEAST EXTERMINATING	319369	12/12/2017	SANITATION PEST CONTROL	022-322-600-300	30.00
TERRY SVC., INC	41243	12/12/2017	TRUCK 40 REPAIRS	022-322-630-360	321.50
PAUL'S WELDING	0001	12/12/2017	CUT & WELD NEW BOTTOM - 3 TRASHCANS-21 HOURS LAB	022-322-630-400	1,835.00
PAUL'S WELDING	0006	12/12/2017	BUILD HEAVY RAMP FOR GARBAGE BAG STORAGE	022-322-630-400	2,000.00
WAL MART-GENERAL CITY	04028	12/12/2017	PLATES, BOWLS, PHONE COR	022-322-555-250	20.50
PAUL'S WELDING	5995	12/12/2017	REPAIR 3 TRASHCANS & PAINT BOTTOM-20 HOURS	022-322-630-400	1,775.00
SULLIVAN'S OFFICE SUPPLY, INC.	29312	12/12/2017	CUSTOM SIGN 2X8 GOLD W/BLACK LETTERS	022-322-501-200	18.95
KARS, KEITH AUTO RECYCLERS, LLC	94365	12/12/2017	TRUCK BED FOR 2006 F150	022-322-630-400	235.00
CSPIRE WIRELESS	11.25.17	12/13/2017	0030343986- BY DEPARTMEN	022-322-604-330	128.28
GOLDEN TRIANGLE PLANNING & DEVELOPM	3405	12/13/2017	DEC. BILLING-MAILED ITEMS	022-322-600-364	300.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	3406-A	12/13/2017	DEC. BILLING-BANK DRAFTS	022-322-600-364	10.50
GOLDEN TRIANGLE PLANNING & DEVELOPM	3407	12/13/2017	DEC. BILLING-STAFF HOURS	022-322-600-364	20.00

Outstanding Total: 65,901.19

Department 322 - SANITATION DEPARTMENT Total: 65,901.19

Department: 325 - RUBBISH

Outstanding

TERRY'S GARAGE, INC	41179	12/07/2017	TRUCK #38. HYD HOSES AND LABOR	022-325-630-360	610.80
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Outstanding Total: 610.80

Department 325 - RUBBISH Total: 610.80

Department: 341 - LANDSCAPING

Outstanding

SANSOM EQUIPMENT COMPANY, INC	52809	12/07/2017	RAIN CAP, FUEL FILTER, LABO	022-341-630-360	351.49
STARKVILLE AUTO PARTS	5151-108592	12/07/2017	SERP BELT, POLY RIB	022-341-555-250	47.99
CINTAS	215280990	12/11/2017	SANITATION/LANDSCAPE	022-341-535-233	127.59
OKTIBBEHA COUNTY COOPERATIVE	309228	12/07/2017	RYE GRASS, 2 LOPPERS FOR #127 & # 128	022-341-555-250	41.38
STARKVILLE AUTO PARTS	5151-108806	12/07/2017	SWEEPER, 2 KNEE PAD SETS	022-341-555-250	65.47
STARKVILLE AUTO PARTS	5151-108853	12/07/2017	BATTERIES FOR SWEEPER #84	022-341-555-250	249.98
STARKVILLE AUTO PARTS	5151-108892	12/07/2017	3/8 CHAIN 20 FEET	022-341-555-250	59.95
CINTAS	215282734	12/11/2017	SANITATION/LANDSCAPE	022-341-535-233	143.14
H & R AGRI-POWER	SN13599	12/12/2017	LANDFILL TRACTOR PARTS & LABOR	022-341-630-360	1,815.33
POWERSTROKE EQUIPMENT SALES & SVC	2724	12/12/2017	REPAIR EXMARK MOWER	022-341-555-250	141.97
REGIONS FINANCIAL CORPORATION	12.29.17	12/12/2017	001-0007521-006 LEASE 2 FORD TRUCKS	022-341-820-874	1,160.36
REGIONS FINANCIAL CORPORATION	12.29.17	12/12/2017	001-0007521-006 LEASE 2 FORD TRUCKS	022-341-830-873	53.94

Outstanding Total: 4,258.59

Department 341 - LANDSCAPING Total: 4,258.59

Fund 022 - SANITATION Total: 70,770.58

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - MISSING DESCRIPTION

Outstanding

SOUTHERN TELECOMMUNICATIONS	11.28.17	12/13/2017	NOV. 2017 #2490	023-323-604-330	33.82
CINTAS	215280989	12/11/2017	LANDFILL	023-323-535-233	47.89

Expense Approval Report

Post Dates: 12/07/2017 - 12/13/2017

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CINTAS	215282733	12/11/2017	LANDFILL	023-323-535-233	35.00
Outstanding Total:					116.71
Paid					
RACKLEY OIL INC.	452041	12/08/2017	GAS & OIL	023-323-525-231	898.00
RACKLEY OIL INC.	453027	12/08/2017	TRACTOR HYD FLUID	023-323-525-231	898.00
RACKLEY OIL INC.	452977	12/08/2017	GAS	023-323-525-231	898.00
Paid Total:					2,694.00
Department 323 - MISSING DESCRIPTION Total:					2,810.71
Fund 023 - LANDFILL ACCOUNT Total:					2,810.71
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKTIBBEHA COUNTY	886322	12/07/2017	JONES WALKER FEES	303-600-600-309	22,749.63
OKTIBBEHA COUNTY	24666	12/12/2017	LINK INVOICE FOR JONES WALKER	303-600-600-309	3,031.96
Outstanding Total:					25,781.59
Department 600 - CAPITAL PROJECTS Total:					25,781.59
Fund 303 - INDUSTRIAL PARK BOND Total:					25,781.59
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
MAGNOLIA FLOORING & CO.	5130	12/12/2017	REMOVE & REPLACE CARPET IN LOBBY OF SPORTSPLEX	375-551-907-942	33,915.38
Outstanding Total:					33,915.38
Department 551 - PARK & REC TOURISM Total:					33,915.38
Fund 375 - PARK AND REC TOURISM Total:					33,915.38
Grand Total:					461,419.73

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	255,114.27	760.85
003 - RESTRICTED FIRE FUND	1,555.67	0.00
015 - AIRPORT FUND	35,107.91	0.00
016 - RESTRICTED AIRPORT	36,363.62	0.00
022 - SANITATION	70,770.58	0.00
023 - LANDFILL ACCOUNT	2,810.71	2,694.00
303 - INDUSTRIAL PARK BOND	25,781.59	0.00
375 - PARK AND REC TOURISM	33,915.38	0.00
Grand Total:	461,419.73	3,454.85

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	1,009.51	0.00
001-000-054-205	DUE FROM STARKVILLE	30,380.80	0.00
001-000-070-251	FUEL INVENTORY	33,705.63	0.00
001-000-149-691	MUNICIPAL COURT BON	310.00	310.00
001-000-160-698	DONATION POLICE	50.00	0.00
001-000-354-612	MISCELLANEOUS REVEN	250.00	250.00
001-000-358-705	PARK- SPORTS FEES/REG	50.00	0.00
001-100-604-330	COMMUNICATIONS	177.92	0.00
001-110-501-200	SUPPLIES	134.54	0.00
001-110-600-300	RESEARCH RESOURCES	351.00	0.00
001-110-604-330	COMMUNICATIONS	27.50	0.00
001-111-604-330	COMMUNICATIONS	102.62	0.00
001-120-503-202	COMMITTEE SUPPORT	42.39	0.00
001-120-600-300	PROFESSIONAL SERVICE	7,114.62	0.00
001-120-604-330	COMMUNICATIONS	366.33	0.00
001-123-604-330	COMMUNICATIONS	524.55	0.00
001-123-630-400	EQUIPMENT REPAIR &	45.00	0.00
001-123-691-550	MISCELLANEOUS	10.00	0.00
001-123-918-805	MACHINERY AND EQUIP	1,936.17	0.00
001-145-501-200	SUPPLIES	107.19	0.00
001-145-604-330	COMMUNICATIONS	1,221.59	0.00
001-145-690-556	OTHER DUES / FEES	70.00	0.00
001-180-604-330	COMMUNICATIONS	202.49	0.00
001-190-600-326	BOARD OF ADJUSTMEN	67.00	0.00
001-190-604-330	COMMUNICATIONS	659.29	0.00
001-190-691-550	MISCELLANEOUS	24.25	0.00
001-192-510-220	SUPPLIES	331.10	0.00
001-192-600-338	CONTRACT SERVICES	1,100.00	0.00
001-194-690-454	ORD 91-1 CONTRIBUTIO	16,323.00	0.00
001-195-951-966	TRANSFER TO CHAMBER	5,000.00	0.00
001-196-630-402	REPAIRS & MAINT - ODD	1,472.90	0.00
001-197-604-330	COMMUNICATIONS	218.74	0.00
001-197-690-553	TRAINING	1,486.62	0.00
001-197-690-555	DUES	37.50	0.00
001-197-820-874	PRINCIPAL	387.25	0.00
001-197-830-873	INTEREST	49.70	0.00
001-201-501-200	SUPPLIES	7,669.63	0.00
001-201-535-233	UNIFORMS	1,160.05	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,113.65	120.00
001-201-604-330	COMMUNICATIONS	2,726.04	0.00
001-201-615-343	PRINTING & BINDING	117.00	0.00
001-201-625-380	UTILITIES	142.79	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	5,687.67	0.00
001-201-630-426	BUILDING MAINTENANC	4,000.00	0.00
001-201-635-369	COPIER RENTAL	37.11	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-215-541-237	PRISONER EXPENSES	250.00	0.00
001-230-690-552	POLICE TRAINING & EDU	1,185.00	0.00
001-250-604-330	COMMUNICATIONS	288.45	0.00
001-261-525-231	GAS & OIL	53.00	0.00
001-261-535-233	UNIFORMS	35.85	35.85
001-261-690-555	DUES	45.00	45.00
001-261-691-550	MISCELLANEOUS	43.90	0.00
001-264-604-330	COMMUNICATIONS	3,554.69	0.00
001-267-625-380	UTILITIES	1,098.37	0.00
001-281-604-330	COMMUNICATIONS	350.55	0.00
001-281-691-550	MISCELLANEOUS	164.00	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	387.26	0.00
001-281-830-873	INTEREST (VEHICLES)	49.69	0.00
001-290-625-380	UTILITIES	154.25	0.00
001-301-525-231	GAS & OIL	33.00	0.00
001-301-535-233	UNIFORMS	298.81	0.00
001-301-555-250	SUPPLIES & SMALL TOO	1,191.44	0.00
001-301-560-270	CONSTRUCTION MATERI	263.85	0.00
001-301-561-271	SPRAYING- DRAINAGE M	426.30	0.00
001-301-565-272	STREETS SIGNS & PAINT	542.30	0.00
001-301-604-330	COMMUNICATIONS	260.35	0.00
001-301-630-360	SHOP REPAIRS & MAINT	159.06	0.00
001-301-630-400	EQUIPMENT REPAIR &	992.12	0.00
001-301-691-550	MISCELLANEOUS	55.00	0.00
001-302-625-380	UTILITIES	11,074.96	0.00
001-360-604-330	COMMUNICATIONS	37.40	0.00
001-360-951-955	TRANSFER TO HUMANE	26,500.00	0.00
001-500-900-802	LIBRARY	45,000.00	0.00
001-541-625-380	UTILITIES	2,500.00	0.00
001-550-501-200	OFFICE SUPPLIES	2,531.95	0.00
001-550-501-204	GAS & OIL	431.57	0.00
001-550-501-208	JANITORIAL FEES	615.03	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	54.20	0.00
001-550-535-543	UNIFORMS/EQUIPMENT	56.24	0.00
001-550-600-300	MISC SERVICES	2,862.71	0.00
001-550-600-320	CONTRACT LABOR, UMP	3,688.00	0.00
001-550-600-330	COMMUNICATIONS	152.07	0.00
001-550-600-340	UTILITIES	158.68	0.00
001-550-600-355	JULY 4TH EXPENSES	86.16	0.00
001-550-600-360	INSURANCE	1,478.12	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	1,298.44	0.00
001-550-630-426	BUILDING MAINT/REPAI	10,423.37	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	5,031.99	0.00
001-653-702-708	MSU SHUTTLE	1,250.00	0.00
003-560-820-874	PRINCIPAL	1,380.34	0.00
003-560-830-873	INTEREST	175.33	0.00
015-505-501-198	BUILDING REPAIRS & M	4.26	0.00
015-505-501-200	SUPPLIES	23.00	0.00
015-505-525-231	GAS & OIL	95.05	0.00
015-505-525-232	100LL AV GAS PURCHAS	31,130.47	0.00
015-505-525-235	AIRCRAFT OIL PURCHAS	317.70	0.00
015-505-541-237	OPERATING SUPPLIES	8.51	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	139.27	0.00
015-505-604-330	COMMUNICATIONS	293.34	0.00
015-505-625-380	UTILITIES	50.88	0.00
015-505-630-400	EQUIPMENT REPAIR &	39.95	0.00
015-505-691-550	MISCELLANEOUS	291.60	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-720-805	CAPITAL OUTLAY-GRANT	1,913.88	0.00
016-515-600-305	PROF SVC-FAA 2017 3-2	21,411.00	0.00
016-515-600-370	PROF SVC-MDOT 2017 3	1,189.50	0.00
016-515-720-805	CAPITAL IMPRV2015 FA	5,771.25	0.00
016-515-720-806	CAP IMPROV-2017 FAA	7,267.50	0.00
016-515-720-809	CAP IMPR-MDOT 2017 3	403.75	0.00
016-515-720-812	CAP. IMPROV-2015 MD	320.62	0.00
022-322-501-200	OFFICE SUPPLIES	76.42	0.00
022-322-525-231	GAS & OIL	53.00	0.00
022-322-535-233	UNIFORMS	270.74	0.00
022-322-551-239	GARBAGE BAGS	1,440.00	0.00
022-322-555-250	SUPPLIES & SMALL TOO	648.43	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-600-333	ADMINISTRATIVE SERVI	12,500.00	0.00
022-322-600-364	BILLING SERVICES	330.50	0.00
022-322-600-379	LANDFILL FEES	35,862.21	0.00
022-322-600-431	CONTRACT RECYCLING C	2,378.28	0.00
022-322-604-330	COMMUNICATIONS/AD	367.95	0.00
022-322-630-360	SHOP REPAIRS & MAINT	6,098.66	0.00
022-322-630-400	EQUIPMENT REPAIR &	5,845.00	0.00
022-325-630-360	SHOP REPAIRS & MAINT	610.80	0.00
022-341-535-233	UNIFORMS	270.73	0.00
022-341-555-250	SUPPLIES & SMALL TOO	606.74	0.00
022-341-630-360	SHOP REPAIRS & MAINT	2,166.82	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	1,160.36	0.00
022-341-830-873	INTEREST	53.94	0.00
023-323-525-231	GAS & OIL	2,694.00	2,694.00
023-323-535-233	UNIFORMS	82.89	0.00
023-323-604-330	COMMUNICATIONS	33.82	0.00
303-600-600-309	LEGAL AND PROF SVCS E	25,781.59	0.00
375-551-907-942	PARK IMP/CAPITAL PROJ	33,915.38	0.00
Grand Total:		461,419.73	3,454.85

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	461,419.73	3,454.85
Grand Total:	461,419.73	3,454.85



200 N Lafayette Street • Starkville, MS 39759
Telephone: 662-323-3133 Fax: 662-323-3273

All invoices have been reviewed and goods received for both Electric and Water Claims Dockets by Starkville Utilities in accordance with the State Purchase Statute.

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

Ann Marie Logan, CPA
Manager of Accounting & Finance

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/20/17 ACCOUNT 23110

UNPAID INVOICES

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 3 TRI-STATE CHLORINATION												
1181	12/11/17		1635 Chemicals		12/20/17	5962.00	.00	CHK				
VENDOR TOTAL:						5962.00						
VENDOR: 76 APAC MISSISSIPPI, INC.												
4000074857	12/12/17		1649 Asphalt repairs		12/20/17	837.91	.00	ACH				
VENDOR TOTAL:						837.91						
VENDOR: 152 BUGS-B-GONE												
287064	12/11/17		0 Pest control		12/20/17	45.00	.00	ACH				
287663	12/11/17		0 Pest control		12/20/17	90.00	.00	ACH				
VENDOR TOTAL:						135.00						
VENDOR: 190 BANCORPSOUTH EQUIP FINANCE												
635911 - 12/01	12/12/17		0 Loan-Mini Excavator		12/20/17	3799.59	.00	CHK				
VENDOR TOTAL:						3799.59						
VENDOR: 202 BELL BUILDING SUPPLY												
210256	12/07/17		1659 Supplies		12/20/17	47.69	.00	CHK				
210468	12/12/17		1666 Supplies		12/20/17	39.98	.00	CHK				
VENDOR TOTAL:						87.67						
VENDOR: 220 CENTRAL PIPE SUPPLY												
S100117086.001-4	12/07/17		1535 Parts		12/20/17	2062.03	.00	ACH				
S100118249.001	12/07/17		1561 Meter parts		12/20/17	4275.00	.00	ACH				
S100118266.001	12/07/17		1577 Meter parts		12/20/17	1436.49	.00	ACH				
S100120997.002	12/07/17		1623 Meter parts		12/20/17	2911.20	.00	ACH				
S100121324.001	12/07/17		1630 Parts		12/20/17	609.12	.00	ACH				
S100121797.001	12/07/17		1636 Sewer pipes		12/20/17	3223.64	.00	ACH				
S100122015.001	12/07/17		1640 Parts		12/20/17	842.39	.00	ACH				
S100122230.001	12/12/17		1640 Parts		12/20/17	306.48	.00	ACH				
S100122237.002	12/07/17		1640 Parts		12/20/17	56.00	.00	ACH				
S100123045.001	12/12/17		1660 Sewer pipes		12/20/17	5729.36	.00	ACH				
VENDOR TOTAL:						21451.71						

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/20/17 ACCOUNT 23110

UNPAID INVOICES

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 305 DIXIE WHOLESALE WATERWORKS										
479022	12/11/17	1477 Supplies		12/20/17	421.39	.00	ACH			
480754	12/11/17	1604 Supplies		12/20/17	1020.86	.00	ACH			
480755	12/11/17	1632 Supplies		12/20/17	483.50	.00	ACH			
VENDOR TOTAL:					1925.75					
VENDOR: 307 CITY OF STARKVILLE										
NOV 2017-BCBSMS	11/30/17	0 BCBSMS Nov 2017		12/07/17	9739.19	.00	CHK			
NOV 2017-EXP	12/11/17	0 Reimb for City paid Expenses		12/20/17	1382.50	.00	CHK			
NOV 2017-SALARY	12/11/17	0 Reimb 60% of L Brown Salary		12/20/17	1792.96	.00	CHK			
VENDOR TOTAL:					12914.65					
VENDOR: 450 ENVIRO-LABS, INC.										
1975	12/12/17	0 Supplies		12/20/17	69.00	.00	ACH			
VENDOR TOTAL:					69.00					
VENDOR: 604 FASTENAL										
MSSTA75618	12/11/17	1663 Parts and supplies		12/20/17	1040.29	.00	ACH			
VENDOR TOTAL:					1040.29					
VENDOR: 606 4-COUNTY EPA										
11/1 - 11/30/17	12/08/17	0 Utilities expense		12/20/17	15778.48	.00	CHK			
VENDOR TOTAL:					15778.48					
VENDOR: 620 G & C SUPPLY CO., INC.										
6678093	12/11/17	1538 Tools		12/20/17	186.00	.00	ACH			
VENDOR TOTAL:					186.00					
VENDOR: 736 GUARDIAN LOCK & KEY										
4572	12/07/17	1662 Keys		12/20/17	77.90	.00	CHK			
VENDOR TOTAL:					77.90					

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 12/20/17 ACCOUNT 23110

UNPAID INVOICES

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1192 LYLE MACHINERY										
P21517	12/12/17	1553 Repairs		12/20/17	226.00	.00	ACH			
W04416	12/12/17	1573 Repairs		12/20/17	1317.12	.00	ACH			
VENDOR TOTAL:					1543.12					
VENDOR: 1305 NEXAIR										
05602318	12/08/17	0 Gas cylinder rentals		12/20/17	38.41	.00	ACH			
VENDOR TOTAL:					38.41					
VENDOR: 1335 NETWORKFLEET, INC.										
OSV000001240068	12/08/17	0 Vehicle services-CITY206		12/20/17	454.80	.00	CHK			
VENDOR TOTAL:					454.80					
VENDOR: 1341 MS DEVELOPMENT AUTHORITY										
12/01/17	12/07/17	0 CAP Loan Payments		12/20/17	20173.96	.00	CHK			
VENDOR TOTAL:					20173.96					
VENDOR: 1366 MS CROSS CONNECTION, LLC										
29210	12/08/17	0 CCC Program Management		12/20/17	278.00	.00	ACH			
VENDOR TOTAL:					278.00					
VENDOR: 1392 NUNLEY TRUCKING CO., INC.										
23404	12/12/17	1607 Gravel		12/20/17	1752.06	.00	CHK			
VENDOR TOTAL:					1752.06					
VENDOR: 1406 NORTHEAST EXTERMINATING										
317691,317692	12/08/17	0 Pest Control		12/20/17	105.00	.00	CHK			
VENDOR TOTAL:					105.00					
VENDOR: 1525 OKTIBBEHA COUNTY COOP										
307016	12/07/17	1587 Uniforms		12/20/17	163.73	.00	ACH			
307040	12/07/17	1587 Uniforms		12/20/17	113.33	.00	ACH			
309186	12/07/17	1650 Uniforms		12/20/17	222.19	.00	ACH			
311682	12/07/17	1661 Uniforms		12/20/17	75.43	.00	ACH			

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ	
312383	12/11/17	1664	Uniforms		12/20/17	184.52	.00	ACH					
313264	12/12/17	1587	Uniforms		12/20/17	116.15	.00	ACH					
VENDOR TOTAL:						875.35							
VENDOR: 1623 POWERSTROKE EQUIPMENT, INC													
2711	12/07/17	1654	Parts		12/20/17	29.99	.00	CHK					
VENDOR TOTAL:						29.99							
VENDOR: 1800 RACKLEY OIL, INC.													
470508,469963	12/12/17	89	Fuel		12/20/17	265.01	.00	ACH					
471598	12/11/17	1657	Oil fluids		12/20/17	1088.45	.00	ACH					
VENDOR TOTAL:						1353.46							
VENDOR: 1804 STARKVILLE GARBAGE													
11/22/17	12/08/17	0	Garbage disposal		12/20/17	94.50	.00	CHK					
VENDOR TOTAL:						94.50							
VENDOR: 1905 STARKVILLE AUTO PARTS													
5151-108540	12/12/17	1634	Parts		12/20/17	125.99	.00	CHK					
5151-108622,03,9	12/12/17	1598	Parts and supplies		12/20/17	1138.12	.00	CHK					
875,955,965,025	12/11/17	1488	Parts		12/20/17	393.61	.00	CHK					
VENDOR TOTAL:						1657.72							
VENDOR: 1910 STARKVILLE UTILITIES													
NOV 2017	12/06/17	0	Nov 2017 Payroll Reimb		12/06/17	20258.12	.00	ACH					
VENDOR TOTAL:						20258.12							
VENDOR: 1913 SEAN JOHNSTON													
12/07/17	12/08/17	0	License reimbursement		12/20/17	30.00	.00	ACH					
VENDOR TOTAL:						30.00							
VENDOR: 1920 STARKVILLE FORD LINCOLN INC.													
145160	12/12/17	1619	Parts		12/20/17	36.42	.00	ACH					
VENDOR TOTAL:						36.42							

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1923 SHURDEN CONSTRUCTION											
1724	12/11/17	1675 Repairs		12/20/17	984.00	.00	CHK				
VENDOR TOTAL:					984.00						
VENDOR: 1939 SUNSHINE FILTERS OF PINELLAS											
129474	12/12/17	1687 Filters		12/20/17	698.53	.00	CHK				
VENDOR TOTAL:					698.53						
VENDOR: 2018 TRADE AMERICA											
22196	12/07/17	1652 Supplies		12/20/17	1014.00	.00	ACH				
22199	12/07/17	1655 Supplies		12/20/17	168.98	.00	ACH				
22200	12/07/17	1651 Supplies		12/20/17	136.79	.00	ACH				
VENDOR TOTAL:					1319.77						
VENDOR: 2221 VOLKERT, INC.											
00111008	12/11/17	0 Professional services		12/20/17	2260.00	.00	CHK				
VENDOR TOTAL:					2260.00						
VENDOR: 99009783 TERRY STIDHAM CONSTRUCTION											
89790164	12/07/17	0 Water line repairs		12/20/17	7147.50	.00	ACH				
897905	12/07/17	0 Sewer improvements		12/20/17	5256.25	.00	ACH				
VENDOR TOTAL:					12403.75						
GRAND TOTAL:					130612.91						

STARKVILLE UTILITIES
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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 108 ALARM ONE												
0169064	12/11/17		0 Security system monitoring		12/20/17	59.85	.00	CHK				
VENDOR TOTAL:						59.85						
VENDOR: 110 ARKANSAS ELECTRIC												
03882587	12/11/17		7731 parts		12/20/17	1060.00	.00	ACH				
03885302	12/11/17		7750 connector		12/20/17	174.85	.00	ACH				
VENDOR TOTAL:						1234.85						
VENDOR: 124 ATMOS ENERGY												
2404 - 12/04	12/08/17		0 Utility Billing		12/20/17	535.63	.00	ACH				
VENDOR TOTAL:						535.63						
VENDOR: 125 AT & T												
3600 - 11/22/17	12/07/17		0 Phone bill		12/20/17	181.30	.00	CHK				
5039 - 11/22/17	12/07/17		0 Phone bill		12/20/17	590.01	.00	CHK				
VENDOR TOTAL:						771.31						
VENDOR: 131 ALTEC INDUSTRIES, INC.												
10807219-FREIGHT	12/07/17		7584 Freight		12/20/17	61.97	.00	ACH				
10849869	12/11/17		7764 Supplies		12/20/17	278.27	.00	ACH				
50171924	12/11/17		7803 Supplies		12/20/17	1680.47	.00	ACH				
VENDOR TOTAL:						2020.71						
VENDOR: 137 ABILITY WORKS, INC.												
13058	12/11/17		7795 Supplies		12/20/17	56.00	.00	CHK				
VENDOR TOTAL:						56.00						
VENDOR: 139 ACC BUSINESS												
173144881-11/27	12/07/17		0 Internet Services		12/20/17	1439.20	.00	CHK				
VENDOR TOTAL:						1439.20						

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 202 BELL BUILDING SUPPLY												
205349	12/11/17	7802	gas can		12/20/17	17.89	.00	CHK				
VENDOR TOTAL:						17.89						
VENDOR: 218 BOGGS, INC.												
17758	12/11/17	7738	parts		12/20/17	1320.00	.00	ACH				
VENDOR TOTAL:						1320.00						
VENDOR: 232 BRADLEY BAGWELL												
NOV 2017	12/08/17		0 Meter reading		12/20/17	18818.04	.00	ACH				
VENDOR TOTAL:						18818.04						
VENDOR: 303 C SPIRE WIRELESS												
11/1 - 11/30/17	12/08/17		0 Phone bill		12/20/17	653.64	.00	CHK				
VENDOR TOTAL:						653.64						
VENDOR: 307 CITY OF STARKVILLE												
12/07/17	12/11/17		0 Regional Economic Developmen		12/20/17	30000.00	.00	CHK				
MARCH 2017-REIMB	12/12/17		0 Due to City-3/31/17		12/20/17	754.94	.00	CHK				
NOV 2017-BCBSMS	11/30/17		0 BCBSMS Nov 2017		12/07/17	13301.88	.00	CHK				
VENDOR TOTAL:						44056.82						
VENDOR: 328 CONTINENTAL AMERICAN INSURAN												
A092443000	11/30/17		0 Nov 2017 Insurance		12/06/17	47.10	.00	CHK				
VENDOR TOTAL:						47.10						
VENDOR: 356 THE CLINIC AT ELM LAKE												
19465	12/11/17		0 Employee Screening		12/20/17	30.00	.00	CHK				
VENDOR TOTAL:						30.00						
VENDOR: 400 IVY AUTO PARTS												
574824	12/11/17	7787	battery		12/20/17	267.98	.00	ACH				
VENDOR TOTAL:						267.98						

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 504 ELEC MOTOR SALES/SERVICE												
0116116	12/07/17		7766 Repairs		12/20/17	387.97	.00	CHK				
0116170	12/11/17		7766 fan		12/20/17	387.97	.00	CHK				
VENDOR TOTAL:						775.94						
VENDOR: 550 EVANS PLUMBING & A/C												
5616743	12/07/17		0 A/C Repairs		12/20/17	1320.00	.00	CHK				
VENDOR TOTAL:						1320.00						
VENDOR: 552 EXPRESS SERVICES, INC												
19581093	12/07/17		0 Temp Office Employees		12/20/17	714.00	.00	CHK				
19615551	12/07/17		0 Temp Office Employees		12/20/17	682.50	.00	CHK				
19648690	12/07/17		0 Temp Office Employees		12/20/17	729.75	.00	CHK				
19683097	12/07/17		0 Temp Office Employees		12/20/17	735.00	.00	CHK				
19715346	12/07/17		0 Temp Office Employees		12/20/17	735.00	.00	CHK				
19751737	12/07/17		0 Temp Office Employees		12/20/17	588.00	.00	CHK				
19781768	12/07/17		0 Temp Office Employees		12/20/17	745.50	.00	CHK				
19815043	12/07/17		0 Temp Office Employees		12/20/17	672.00	.00	CHK				
19847026	12/07/17		0 Temp Office Employees		12/20/17	761.25	.00	CHK				
VENDOR TOTAL:						6363.00						
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.												
50012804	12/11/17		7721 Supplies		12/20/17	2227.50	.00	ACH				
50012975-00 & 01	12/11/17		7770 Materials		12/20/17	3591.50	.00	ACH				
VENDOR TOTAL:						5819.00						
VENDOR: 809 HOWARD INDUSTRIES, INC.												
248386-683662	12/07/17		7769 Materials-Lights		12/20/17	15247.50	.00	ACH				
VENDOR TOTAL:						15247.50						
VENDOR: 812 HELENA CHEMICAL COMPANY												
62088366	12/11/17		7775 application fee		12/20/17	383.00	.00	CHK				
VENDOR TOTAL:						383.00						

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	818	HANCOCK EQUIP. & OIL CO.									
009648	12/11/17	7776 soap		12/20/17	255.00	.00	ACH				
				VENDOR TOTAL:	255.00						
VENDOR:	1205	LOWE'S									
112717	12/11/17	7785 supplies		12/20/17	553.76	.00	CHK				
				VENDOR TOTAL:	553.76						
VENDOR:	1231	TERRY KEMP									
11/30/17	12/11/17	0 TVPPA/TVA Meeting		12/20/17	270.80	.00	ACH				
				VENDOR TOTAL:	270.80						
VENDOR:	1239	LOLLEY REAL ESTATE									
DEC 2017	12/11/17	0 Storage Rental		12/20/17	900.00	.00	ACH				
				VENDOR TOTAL:	900.00						
VENDOR:	1291	MAGNOLIA BUSINESS SYSTEMS									
12/07/17	12/11/17	0 Antivirus software		12/20/17	1499.70	.00	CHK				
				VENDOR TOTAL:	1499.70						
VENDOR:	1326	MSTN TRANSFORMERS INC.									
69192	12/11/17	7809 parts		12/20/17	73.28	.00	CHK				
				VENDOR TOTAL:	73.28						
VENDOR:	1400	NESCO									
S2213191	12/11/17	7782 parts		12/20/17	1050.36	.00	ACH				
				VENDOR TOTAL:	1050.36						
VENDOR:	1408	NETWORK BILLING SYSTEMS, LLC									
173345479	12/08/17	0 Phone Bill		12/20/17	343.61	.00	ACH				
				VENDOR TOTAL:	343.61						

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INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 1421 NIAGARA TECHNOLOGY GROUP												
INV-16348	12/07/17		0 Internet web hosting		12/20/17	250.00	.00	CHK				
VENDOR TOTAL:						250.00						
VENDOR: 1525 OKTIBBEHA CO. CO-OP												
308879,309122	12/07/17		7754 Uniforms		12/20/17	207.40	.00	ACH				
VENDOR TOTAL:						207.40						
VENDOR: 1531 MDR CONSTRUCTION, INC.												
2921193	12/11/17		7805 supplies		12/20/17	45924.00	.00	ACH				
VENDOR TOTAL:						45924.00						
VENDOR: 1536 PALMER'S SERVICE CENTER												
11/22/17 STMT	12/07/17		7779 Vehicle Maintenance		12/20/17	3672.99	.00	ACH				
VENDOR TOTAL:						3672.99						
VENDOR: 1878 RUSSELL HAMILTON												
12/03/17	12/11/17		0 Reimbursement for Supplies		12/20/17	8.43	.00	ACH				
VENDOR TOTAL:						8.43						
VENDOR: 1886 SEDC												
21062	12/08/17		0 Billing services		12/20/17	20807.00	.00	ACH				
VENDOR TOTAL:						20807.00						
VENDOR: 1887 S & S LINE SERVICE												
1874-1875- 11/24	12/07/17		0 ROW Clearing		12/20/17	4132.50	.00	ACH				
1876-1877- 12/01	12/07/17		0 ROW Clearing		12/20/17	5510.00	.00	ACH				
VENDOR TOTAL:						9642.50						
VENDOR: 1891 S & K DOOR & SPECIALTY CO												
62891	12/07/17		7783 Repair service call		12/20/17	1375.00	.00	CHK				
VENDOR TOTAL:						1375.00						

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1910 STARKVILLE UTILITIES										
NOV 2017	12/07/17	0 Utility bills		12/20/17	307.50	.00	DFT			
VENDOR TOTAL:					307.50					
VENDOR: 1931 STARKVILLE SANITATION DEPT										
NOV 2017	12/11/17	0 November Billings		12/20/17	227279.92	.00	CHK			
VENDOR TOTAL:					227279.92					
VENDOR: 1933 STARKVILLE WATER DEPT										
NOV 2017	12/11/17	0 November Billings		12/20/17	505920.98	.00	CHK			
VENDOR TOTAL:					505920.98					
VENDOR: 1940 STUART C. IRBY										
S010479272	12/11/17	7747 parts		12/20/17	686.75	.00	ACH			
S010511812	12/11/17	7786 parts		12/20/17	1683.56	.00	ACH			
VENDOR TOTAL:					2370.31					
VENDOR: 1945 SULLIVAN'S										
28953,29021	12/07/17	0 Office supplies		12/20/17	350.48	.00	ACH			
29120,29213	12/07/17	0 Office supplies		12/20/17	459.99	.00	ACH			
VENDOR TOTAL:					810.47					
VENDOR: 2008 T & M SUBSTATION SERVICES										
44	12/11/17	7804 Repairs		12/20/17	3883.32	.00	CHK			
VENDOR TOTAL:					3883.32					
VENDOR: 2012 TVA/POWER PLAY SCH ASSN										
12/05/17	12/08/17	0 Dues		12/20/17	750.00	.00	CHK			
VENDOR TOTAL:					750.00					
VENDOR: 2018 TRADE AMERICA										
22152	12/11/17	7789 supplies		12/20/17	403.49	.00	ACH			
VENDOR TOTAL:					403.49					

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2021 TCC FACILITIES MANAGEMENT										
2754 - NOV 2017	12/07/17	0 Janitorial services		12/20/17	450.00	.00	ACH			
VENDOR TOTAL:					450.00					
VENDOR: 2040 TVPPA EDUCATION & TRAIN.										
28546	12/08/17	0 Education and training		12/20/17	784.50	.00	ACH			
96424	12/12/17	0 Education and training		12/20/17	500.00	.00	ACH			
VENDOR TOTAL:					1284.50					
VENDOR: 2110 U. S. POSTAL SERVICE										
12/01/16	12/07/17	0 PO Box Renewal		12/20/17	496.00	.00	CHK			
VENDOR TOTAL:					496.00					
VENDOR: 2116 UTILITECH										
2087	12/08/17	0 Product Development and Supp		12/20/17	500.00	.00	ACH			
VENDOR TOTAL:					500.00					
VENDOR: 2118 BORDER STATES ELECTRIC										
914204742	12/07/17	7767 Materials		12/20/17	2003.00	.00	ACH			
914253157	12/11/17	7767 parts		12/20/17	1529.52	.00	ACH			
VENDOR TOTAL:					3532.52					
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.										
325525	12/07/17	0 Tank rental		12/20/17	32.28	.00	CHK			
VENDOR TOTAL:					32.28					
VENDOR: 2210 VERIZON WIRELESS										
9796942886	12/07/17	0 AMI M2M Data Usage		12/20/17	485.01	.00	CHK			
VENDOR TOTAL:					485.01					
VENDOR: 2303 WATERMARK PRINTERS										
11192	12/07/17	0 Office supplies		12/20/17	2294.28	.00	ACH			
VENDOR TOTAL:					2294.28					

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2305 WASTE PRO										
144671	12/11/17	7716 Commerical waste fees		12/20/17	343.86	.00	CHK			
VENDOR TOTAL:					343.86					
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.										
40188	12/07/17	0 Water		12/20/17	7.95	.00	ACH			
CLR1217-265	12/07/17	0 Water		12/20/17	4.10	.00	ACH			
VENDOR TOTAL:					12.05					
VENDOR: 99009713 TERRY STIDHAM										
897903	12/07/17	0 Concrete repair		12/20/17	350.00	.00	CHK			
VENDOR TOTAL:					350.00					
GRAND TOTAL:					939577.78					



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 12-19-2017
PAGE: 1

SUBJECT: Request approval of the November 2017 financial statements of the City of Starkville, MS

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

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

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO
or Jameika Smith, Deputy Clerk - Accounting Assistant

SUGGESTED MOTION:

Approval of the November 2017 financial statements of the City of Starkville, MS.



Budget Report Group Summary

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	6,813,500.00	6,813,500.00	48,023.00	298,766.10	-6,514,733.90	4.38 %
220 - LICENSES AND PERMITS	264,250.00	264,250.00	20,396.00	40,657.09	-223,592.91	15.39 %
230 - INTERGOVERNMENTAL REVENUES	9,535,355.00	9,535,355.00	698,528.61	1,393,328.75	-8,142,026.25	14.61 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	400.00	400.00	0.00	0.00	-400.00	0.00 %
330 - FINES AND FORFEITS	602,500.00	602,500.00	48,203.65	88,418.55	-514,081.45	14.68 %
340 - MISCELLANEOUS	195,000.00	195,000.00	49,263.66	60,486.67	-134,513.33	31.02 %
360 - CHARGES FOR SERVICES	29,600.00	29,600.00	4,847.88	11,342.33	-18,257.67	38.32 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,541,700.00	4,541,700.00	213,549.87	214,895.64	-4,326,804.36	4.73 %
Department: 000 - UNDESIGNATED Total:	21,982,305.00	21,982,305.00	1,082,812.67	2,107,895.13	-19,874,409.87	9.59 %
Revenue Total:	21,982,305.00	21,982,305.00	1,082,812.67	2,107,895.13	-19,874,409.87	9.59 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,560.00	206,560.00	16,166.39	32,332.78	174,227.22	15.65 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	1,816.39	2,884.15	18,115.85	13.73 %
Department: 100 - BOARD OF ALDERMEN Total:	227,560.00	227,560.00	17,982.78	35,216.93	192,343.07	15.48 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	417,700.00	417,700.00	29,647.55	61,935.63	355,764.37	14.83 %
500 - SUPPLIES	12,000.00	12,000.00	1,162.01	1,392.03	10,607.97	11.60 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	7,686.92	8,793.29	12,206.71	41.87 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 110 - MUNICIPAL COURT Total:	460,700.00	460,700.00	38,496.48	72,120.95	388,579.05	15.65 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	113.65	235.49	1,264.51	15.70 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	113.65	235.49	1,264.51	15.70 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	147,600.00	147,600.00	11,706.70	23,516.74	124,083.26	15.93 %
500 - SUPPLIES	5,500.00	5,500.00	93.43	578.64	4,921.36	10.52 %
600 - CONTRACTUAL SERVICES	76,750.00	76,750.00	15,516.62	19,482.02	57,267.98	25.38 %
Department: 120 - MAYORS OFFICE Total:	229,850.00	229,850.00	27,316.75	43,577.40	186,272.60	18.96 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	279,358.00	279,358.00	22,235.97	44,498.65	234,859.35	15.93 %
500 - SUPPLIES	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
600 - CONTRACTUAL SERVICES	69,500.00	69,500.00	18,643.08	22,150.23	47,349.77	31.87 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	10,938.02	22,628.02	27,371.98	45.26 %
Department: 123 - IT Total:	400,858.00	400,858.00	51,817.07	89,276.90	311,581.10	22.27 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	2,500.00	2,500.00	0.00	0.00	2,500.00	0.00 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 130 - ELECTIONS Total:	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	377,830.00	377,830.00	26,011.56	51,017.08	326,812.92	13.50 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	50,000.00	50,000.00	35,000.00	58.82 %
Department: 142 - CITY CLERKS OFFICE Total:	462,830.00	462,830.00	76,011.56	101,017.08	361,812.92	21.83 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
500 - SUPPLIES	12,000.00	12,000.00	1,244.17	1,607.64	10,392.36	13.40 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	31,500.00	31,500.00	2,996.98	4,435.23	27,064.77	14.08 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 145 - OTHER ADMINISTRATIVE Total:	50,500.00	50,500.00	4,241.15	6,042.87	44,457.13	11.97 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	175.00	175.00	4,825.00	3.50 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	5,000.00	5,000.00	175.00	175.00	4,825.00	3.50 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,594.00	67,594.00	5,161.04	10,322.08	57,271.92	15.27 %
Department: 160 - ATTORNEY AND STAFF Total:	67,594.00	67,594.00	5,161.04	10,322.08	57,271.92	15.27 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	203,000.00	203,000.00	12,877.92	25,826.84	177,173.16	12.72 %
Department: 169 - LEGAL Total:	203,000.00	203,000.00	12,877.92	25,826.84	177,173.16	12.72 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	211,720.00	211,720.00	16,543.16	33,086.32	178,633.68	15.63 %
500 - SUPPLIES	7,000.00	7,000.00	681.86	1,786.43	5,213.57	25.52 %
600 - CONTRACTUAL SERVICES	46,350.00	46,350.00	813.51	1,245.07	45,104.93	2.69 %
Department: 180 - HUMAN RESOURCES Total:	265,070.00	265,070.00	18,038.53	36,117.82	228,952.18	13.63 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	229,560.00	229,560.00	18,071.87	35,819.19	193,740.81	15.60 %
500 - SUPPLIES	3,750.00	3,750.00	73.47	79.47	3,670.53	2.12 %
600 - CONTRACTUAL SERVICES	75,750.00	75,750.00	5,026.16	6,401.39	69,348.61	8.45 %
900 - CAPITAL OUTLAY	5,000.00	5,000.00	7,500.00	14,208.36	-9,208.36	284.17 %
Department: 190 - CITY PLANNER Total:	314,060.00	314,060.00	30,671.50	56,508.41	257,551.59	17.99 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	446.35	827.59	4,172.41	16.55 %
600 - CONTRACTUAL SERVICES	86,200.00	86,200.00	13,567.36	18,067.22	68,132.78	20.96 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	91,200.00	91,200.00	14,013.71	18,894.81	72,305.19	20.72 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL						
600 - CONTRACTUAL SERVICES	53,198.00	53,198.00	0.00	14,000.00	39,198.00	26.32 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:	55,198.00	55,198.00	0.00	14,000.00	41,198.00	25.36 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	0.00	900.00	4,600.00	16.36 %
900 - CAPITAL OUTLAY	76,928.00	76,928.00	0.00	10,000.00	66,928.00	13.00 %
990 - TRANSFERS	75,200.00	75,200.00	0.00	0.00	75,200.00	0.00 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	157,628.00	157,628.00	0.00	10,900.00	146,728.00	6.92 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	1,650.00	5,500.00	25,500.00	17.74 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	31,000.00	1,650.00	5,500.00	25,500.00	17.74 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	178,665.00	178,665.00	13,773.60	27,547.20	151,117.80	15.42 %
500 - SUPPLIES	2,050.00	2,050.00	100.89	141.82	1,908.18	6.92 %
600 - CONTRACTUAL SERVICES	24,000.00	24,000.00	1,929.56	2,619.16	21,380.84	10.91 %
800 - DEBT SERVICE	5,245.00	5,245.00	436.95	873.90	4,371.10	16.66 %
Department: 197 - ENGINEERING Total:	209,960.00	209,960.00	16,241.00	31,182.08	178,777.92	14.85 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	101,367.00	101,367.00	7,824.72	15,654.44	85,712.56	15.44 %
Department: 200 - POLICE ADMINISTRATION Total:	101,367.00	101,367.00	7,824.72	15,654.44	85,712.56	15.44 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,502,500.00	3,502,500.00	268,719.56	532,285.03	2,970,214.97	15.20 %
500 - SUPPLIES	249,252.00	249,252.00	25,560.64	60,372.98	188,879.02	24.22 %
600 - CONTRACTUAL SERVICES	390,550.00	390,550.00	80,267.80	105,493.21	285,056.79	27.01 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00 %
800 - DEBT SERVICE	110,288.00	110,288.00	0.00	27,571.98	82,716.02	25.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
900 - CAPITAL OUTLAY	15,000.00	15,000.00	0.00	1,419.00	13,581.00	9.46 %
Department: 201 - POLICE DEPARTMENT Total:	4,292,590.00	4,292,590.00	374,548.00	727,142.20	3,565,447.80	16.94 %
Department: 204 - SEATBELT GRANT						
500 - SUPPLIES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 204 - SEATBELT GRANT Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 215 - CUSTODY OF PRISONERS						
500 - SUPPLIES	163,000.00	163,000.00	11,893.00	23,587.02	139,412.98	14.47 %
Department: 215 - CUSTODY OF PRISONERS Total:	163,000.00	163,000.00	11,893.00	23,587.02	139,412.98	14.47 %
Department: 230 - POLICE TRAINING						
600 - CONTRACTUAL SERVICES	35,000.00	35,000.00	0.00	3,655.00	31,345.00	10.44 %
Department: 230 - POLICE TRAINING Total:	35,000.00	35,000.00	0.00	3,655.00	31,345.00	10.44 %
Department: 237 - FIRING RANGE						
500 - SUPPLIES	10,000.00	10,000.00	48.00	48.00	9,952.00	0.48 %
Department: 237 - FIRING RANGE Total:	10,000.00	10,000.00	48.00	48.00	9,952.00	0.48 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	812.00	1,218.00	8,782.00	12.18 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	10,000.00	812.00	1,218.00	8,782.00	12.18 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	278,500.00	278,500.00	23,783.31	56,455.06	222,044.94	20.27 %
Department: 245 - DISPATCHERS Total:	278,500.00	278,500.00	23,783.31	56,455.06	222,044.94	20.27 %
Department: 250 - NARCOTICS BUREAU						
400 - PERSONNEL SERVICES	114,850.00	114,850.00	16,296.96	32,544.07	82,305.93	28.34 %
600 - CONTRACTUAL SERVICES	21,700.00	21,700.00	4,248.77	4,645.43	17,054.57	21.41 %
Department: 250 - NARCOTICS BUREAU Total:	136,550.00	136,550.00	20,545.73	37,189.50	99,360.50	27.24 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	107,700.00	107,700.00	8,831.91	20,469.73	87,230.27	19.01 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 254 - DUI GRANT Total:	110,200.00	110,200.00	8,831.91	20,469.73	89,730.27	18.58 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	97,800.00	97,800.00	7,559.10	15,321.00	82,479.00	15.67 %
Department: 260 - FIRE ADMINISTRATION Total:	97,800.00	97,800.00	7,559.10	15,321.00	82,479.00	15.67 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,690,155.00	3,690,155.00	277,160.30	557,761.90	3,132,393.10	15.11 %
500 - SUPPLIES	68,250.00	68,250.00	15,766.60	21,470.84	46,779.16	31.46 %
600 - CONTRACTUAL SERVICES	151,000.00	151,000.00	56,423.65	65,806.78	85,193.22	43.58 %
900 - CAPITAL OUTLAY	100,000.00	100,000.00	5,832.65	12,277.14	87,722.86	12.28 %
Department: 261 - FIRE DEPARTMENT Total:	4,009,405.00	4,009,405.00	355,183.20	657,316.66	3,352,088.34	16.39 %
Department: 262 - FIRE PREVENTION						
500 - SUPPLIES	6,000.00	6,000.00	1,892.75	3,258.23	2,741.77	54.30 %
Department: 262 - FIRE PREVENTION Total:	6,000.00	6,000.00	1,892.75	3,258.23	2,741.77	54.30 %
Department: 263 - FIRE TRAINING						
600 - CONTRACTUAL SERVICES	50,000.00	50,000.00	3,511.91	5,056.22	44,943.78	10.11 %
Department: 263 - FIRE TRAINING Total:	50,000.00	50,000.00	3,511.91	5,056.22	44,943.78	10.11 %
Department: 264 - FIRE COMMUNICATIONS						
600 - CONTRACTUAL SERVICES	74,000.00	74,000.00	4,789.32	10,060.57	63,939.43	13.60 %
Department: 264 - FIRE COMMUNICATIONS Total:	74,000.00	74,000.00	4,789.32	10,060.57	63,939.43	13.60 %
Department: 267 - FIRE STATIONS AND BUILDINGS						
500 - SUPPLIES	25,000.00	25,000.00	2,535.71	2,645.71	22,354.29	10.58 %
600 - CONTRACTUAL SERVICES	55,000.00	55,000.00	7,909.13	10,839.41	44,160.59	19.71 %
Department: 267 - FIRE STATIONS AND BUILDINGS Total:	80,000.00	80,000.00	10,444.84	13,485.12	66,514.88	16.86 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	262,250.00	262,250.00	15,432.23	28,056.38	234,193.62	10.70 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
500 - SUPPLIES	6,650.00	6,650.00	471.64	965.53	5,684.47	14.52 %
600 - CONTRACTUAL SERVICES	20,500.00	20,500.00	6,783.88	9,551.27	10,948.73	46.59 %
800 - DEBT SERVICE	10,664.00	10,664.00	1,339.69	1,776.64	8,887.36	16.66 %
Department: 281 - BUILDING/CODES OFFICE Total:	300,064.00	300,064.00	24,027.44	40,349.82	259,714.18	13.45 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	15,000.00	15,000.00	368.64	733.58	14,266.42	4.89 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	15,000.00	15,000.00	368.64	733.58	14,266.42	4.89 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	638,365.00	638,365.00	49,747.89	99,502.40	538,862.60	15.59 %
500 - SUPPLIES	183,500.00	183,500.00	31,554.21	43,720.91	139,779.09	23.83 %
600 - CONTRACTUAL SERVICES	75,500.00	75,500.00	21,976.30	23,842.57	51,657.43	31.58 %
800 - DEBT SERVICE	19,697.00	19,697.00	7,214.89	7,214.89	12,482.11	36.63 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00 %
Department: 301 - STREET DEPARTMENT Total:	927,062.00	927,062.00	110,493.29	174,280.77	752,781.23	18.80 %
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	29,091.60	79,813.15	395,186.85	16.80 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	29,091.60	79,813.15	395,186.85	16.80 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	88,936.00	88,936.00	9,095.41	17,458.48	71,477.52	19.63 %
500 - SUPPLIES	4,250.00	4,250.00	272.89	274.89	3,975.11	6.47 %
600 - CONTRACTUAL SERVICES	19,400.00	19,400.00	4,718.61	6,136.79	13,263.21	31.63 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	0.00	26,500.00	79,500.00	25.00 %
Department: 360 - ANIMAL CONTROL Total:	218,586.00	218,586.00	14,086.91	50,370.16	168,215.84	23.04 %
Department: 500 - LIBRARIES						
900 - CAPITAL OUTLAY	180,000.00	180,000.00	0.00	45,000.00	135,000.00	25.00 %
Department: 500 - LIBRARIES Total:	180,000.00	180,000.00	0.00	45,000.00	135,000.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	2,500.00	7,500.00	25.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	10,000.00	10,000.00	0.00	2,500.00	7,500.00	25.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	652,200.00	652,200.00	51,246.33	101,227.96	550,972.04	15.52 %
500 - SUPPLIES	120,000.00	120,000.00	12,928.81	18,293.23	101,706.77	15.24 %
600 - CONTRACTUAL SERVICES	554,170.00	554,170.00	78,567.82	98,899.01	455,270.99	17.85 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,326,370.00	1,326,370.00	142,742.96	218,420.20	1,107,949.80	16.47 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	-309.96	20,309.96	-1.55 %
900 - CAPITAL OUTLAY	2,216,319.00	2,216,319.00	30,204.63	55,169.45	2,161,149.55	2.49 %
Department: 600 - CAPITAL PROJECTS Total:	2,236,319.00	2,236,319.00	30,204.63	54,859.49	2,181,459.51	2.45 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	14,000.00	14,000.00	0.00	10,500.00	3,500.00	75.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	14,000.00	14,000.00	0.00	10,500.00	3,500.00	75.00 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,499,484.00	2,499,484.00	36,343.75	497,093.75	2,002,390.25	19.89 %
Department: 800 - DEBT SERVICE Total:	2,499,484.00	2,499,484.00	36,343.75	497,093.75	2,002,390.25	19.89 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,070,000.00	1,070,000.00	0.00	0.00	1,070,000.00	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,070,000.00	1,070,000.00	0.00	0.00	1,070,000.00	0.00 %
Expense Total:	21,982,305.00	21,982,305.00	1,533,835.15	3,320,752.33	18,661,552.67	15.11 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-451,022.48	-1,212,857.20	-1,212,857.20	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	0.00	0.00	0.00	1,006.50	1,006.50	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	1,006.50	1,006.50	0.00 %
Revenue Total:	0.00	0.00	0.00	1,006.50	1,006.50	0.00 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	0.00	0.00	0.00	2,942.50	-2,942.50	0.00 %
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	667.50	-667.50	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	0.00	0.00	0.00	3,610.00	-3,610.00	0.00 %
Expense Total:	0.00	0.00	0.00	3,610.00	-3,610.00	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	-2,603.50	-2,603.50	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	96,535.00	96,535.00	0.00	0.00	-96,535.00	0.00 %
Department: 000 - UNDESIGNATED Total:	230,535.00	230,535.00	0.00	0.00	-230,535.00	0.00 %
Revenue Total:	230,535.00	230,535.00	0.00	0.00	-230,535.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	4,000.00	4,000.00	1,345.50	1,345.50	2,654.50	33.64 %
600 - CONTRACTUAL SERVICES	26,500.00	26,500.00	0.00	0.00	26,500.00	0.00 %
800 - DEBT SERVICE	99,428.00	99,428.00	0.00	99,428.18	-0.18	100.00 %
900 - CAPITAL OUTLAY	100,607.00	100,607.00	0.00	0.00	100,607.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	230,535.00	230,535.00	1,345.50	100,773.68	129,761.32	43.71 %
Expense Total:	230,535.00	230,535.00	1,345.50	100,773.68	129,761.32	43.71 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-1,345.50	-100,773.68	-100,773.68	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

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

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	7,982.00	7,982.00	-62,969.00	11.25 %
340 - MISCELLANEOUS	125,000.00	125,000.00	10,273.89	21,717.97	-103,282.03	17.37 %
360 - CHARGES FOR SERVICES	322,958.00	322,958.00	49,329.29	99,244.49	-223,713.51	30.73 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	310,000.00	310,000.00	0.00	0.00	-310,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	828,909.00	828,909.00	67,585.18	128,944.46	-699,964.54	15.56 %
Revenue Total:	828,909.00	828,909.00	67,585.18	128,944.46	-699,964.54	15.56 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	69,809.00	69,809.00	6,976.72	11,940.96	57,868.04	17.11 %
500 - SUPPLIES	329,750.00	329,750.00	33,636.19	34,443.43	295,306.57	10.45 %
600 - CONTRACTUAL SERVICES	69,350.00	69,350.00	18,638.38	21,967.20	47,382.80	31.68 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	50,000.00	50,000.00	1,630.52	1,630.52	48,369.48	3.26 %
900 - CAPITAL OUTLAY	310,000.00	310,000.00	0.00	0.00	310,000.00	0.00 %
Department: 505 - AIRPORT Total:	828,909.00	828,909.00	60,881.81	69,982.11	758,926.89	8.44 %
Expense Total:	828,909.00	828,909.00	60,881.81	69,982.11	758,926.89	8.44 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	6,703.37	58,962.35	58,962.35	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	532,435.00	532,435.00	0.00	0.00	-532,435.00	0.00 %
Department: 000 - UNDESIGNATED Total:	532,435.00	532,435.00	0.00	0.00	-532,435.00	0.00 %
Revenue Total:	532,435.00	532,435.00	0.00	0.00	-532,435.00	0.00 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	252,229.00	252,229.00	8,554.75	8,554.75	243,674.25	3.39 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	280,206.00	280,206.00	22,424.89	22,424.89	257,781.11	8.00 %
Department: 515 - RESTRICTED PROJECTS Total:	532,435.00	532,435.00	30,979.64	30,979.64	501,455.36	5.82 %
Expense Total:	532,435.00	532,435.00	30,979.64	30,979.64	501,455.36	5.82 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	-30,979.64	-30,979.64	-30,979.64	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,841,000.00	2,841,000.00	234,802.26	500,148.70	-2,340,851.30	17.60 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	676,000.00	676,000.00	0.00	0.00	-676,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	3,517,000.00	3,517,000.00	234,802.26	500,148.70	-3,016,851.30	14.22 %
Revenue Total:	3,517,000.00	3,517,000.00	234,802.26	500,148.70	-3,016,851.30	14.22 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	998,225.00	998,225.00	68,080.11	140,859.03	857,365.97	14.11 %
500 - SUPPLIES	208,000.00	208,000.00	77,834.46	94,972.38	113,027.62	45.66 %
600 - CONTRACTUAL SERVICES	787,500.00	787,500.00	67,546.53	112,002.07	675,497.93	14.22 %
800 - DEBT SERVICE	97,192.00	97,192.00	17,107.30	17,107.30	80,084.70	17.60 %
900 - CAPITAL OUTLAY	649,232.00	649,232.00	38,253.77	54,137.96	595,094.04	8.34 %
Department: 322 - SANITATION DEPARTMENT Total:	2,740,149.00	2,740,149.00	268,822.17	419,078.74	2,321,070.26	15.29 %
Department: 323 - MISSING DESCRIPTION						
500 - SUPPLIES	8,000.00	8,000.00	883.98	883.98	7,116.02	11.05 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	689.04	689.04	1,310.96	34.45 %
Department: 323 - MISSING DESCRIPTION Total:	10,000.00	10,000.00	1,573.02	1,573.02	8,426.98	15.73 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	65,325.00	65,325.00	2,665.76	5,411.87	59,913.13	8.28 %
500 - SUPPLIES	15,014.00	15,014.00	303.44	307.44	14,706.56	2.05 %
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	43.53	1,876.57	29,123.43	6.05 %
800 - DEBT SERVICE	126,686.00	126,686.00	0.00	0.00	126,686.00	0.00 %
Department: 325 - RUBBISH Total:	238,025.00	238,025.00	3,012.73	7,595.88	230,429.12	3.19 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	250,350.00	250,350.00	23,920.45	46,785.68	203,564.32	18.69 %
500 - SUPPLIES	34,500.00	34,500.00	3,987.53	9,032.93	25,467.07	26.18 %
600 - CONTRACTUAL SERVICES	43,500.00	43,500.00	5,316.54	6,287.81	37,212.19	14.45 %
800 - DEBT SERVICE	25,476.00	25,476.00	11,427.68	11,427.68	14,048.32	44.86 %
Department: 341 - LANDSCAPING Total:	353,826.00	353,826.00	44,652.20	73,534.10	280,291.90	20.78 %
Expense Total:	3,342,000.00	3,342,000.00	318,060.12	501,781.74	2,840,218.26	15.01 %
Fund: 022 - SANITATION Surplus (Deficit):	175,000.00	175,000.00	-83,257.86	-1,633.04	-176,633.04	-0.93 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	165,500.00	165,500.00	13,058.12	37,495.33	-128,004.67	22.66 %
340 - MISCELLANEOUS	500.00	500.00	0.00	0.00	-500.00	0.00 %
360 - CHARGES FOR SERVICES	10,500.00	10,500.00	0.00	456.50	-10,043.50	4.35 %
Department: 000 - UNDESIGNATED Total:	176,500.00	176,500.00	13,058.12	37,951.83	-138,548.17	21.50 %
Revenue Total:	176,500.00	176,500.00	13,058.12	37,951.83	-138,548.17	21.50 %
Expense						
Department: 323 - MISSING DESCRIPTION						
400 - PERSONNEL SERVICES	94,460.00	94,460.00	9,318.76	18,412.07	76,047.93	19.49 %
500 - SUPPLIES	19,800.00	19,800.00	160.89	442.78	19,357.22	2.24 %
600 - CONTRACTUAL SERVICES	233,240.00	233,240.00	14,321.72	30,156.73	203,083.27	12.93 %
900 - CAPITAL OUTLAY	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
Department: 323 - MISSING DESCRIPTION Total:	351,500.00	351,500.00	23,801.37	49,011.58	302,488.42	13.94 %
Expense Total:	351,500.00	351,500.00	23,801.37	49,011.58	302,488.42	13.94 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-175,000.00	-175,000.00	-10,743.25	-11,059.75	163,940.25	6.32 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

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

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

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

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	40,000.00	40,000.00	0.00	3,644.00	-36,356.00	9.11 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	0.00	3,644.00	-36,356.00	9.11 %
Revenue Total:	40,000.00	40,000.00	0.00	3,644.00	-36,356.00	9.11 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	23,135.91	24,140.00	15,860.00	60.35 %
Department: 112 - COMPUTER ASSESMENTS Total:	40,000.00	40,000.00	23,135.91	24,140.00	15,860.00	60.35 %
Expense Total:	40,000.00	40,000.00	23,135.91	24,140.00	15,860.00	60.35 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	-23,135.91	-20,496.00	-20,496.00	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.26	0.92	0.92	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.26	0.92	0.92	0.00 %
Revenue Total:	0.00	0.00	0.26	0.92	0.92	0.00 %
Fund: 125 - MIDDLETON MARKETPLACE TIF BOND Total:	0.00	0.00	0.26	0.92	0.92	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 127 - 2016 COTTON MILL TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	43.02	87.46	87.46	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	43.02	87.46	87.46	0.00 %
Revenue Total:	0.00	0.00	43.02	87.46	87.46	0.00 %
Fund: 127 - 2016 COTTON MILL TIF BOND Total:	0.00	0.00	43.02	87.46	87.46	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 135 - POLICE BUILDING RENOVATION BONDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	34.05	69.23	69.23	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	34.05	69.23	69.23	0.00 %
Revenue Total:	0.00	0.00	34.05	69.23	69.23	0.00 %
Fund: 135 - POLICE BUILDING RENOVATION BONDS Total:	0.00	0.00	34.05	69.23	69.23	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

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

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	1,428.70	2,663.01	2,663.01	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	0.00	7,007,111.80	7,007,111.80	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	1,428.70	7,009,774.81	7,009,774.81	0.00 %
Revenue Total:	0.00	0.00	1,428.70	7,009,774.81	7,009,774.81	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	0.00	0.00	9,146.88	245,504.67	-245,504.67	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	52,158.05	1,955,800.70	-1,955,800.70	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	0.00	0.00	61,304.93	2,201,305.37	-2,201,305.37	0.00 %
Expense Total:	0.00	0.00	61,304.93	2,201,305.37	-2,201,305.37	0.00 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	-59,876.23	4,808,469.44	4,808,469.44	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 11/30/2017

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	775,000.00	775,000.00	75,709.12	145,099.18	-629,900.82	18.72 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,375,000.00	1,375,000.00	75,709.12	145,099.18	-1,229,900.82	10.55 %
Revenue Total:	1,375,000.00	1,375,000.00	75,709.12	145,099.18	-1,229,900.82	10.55 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	425,078.00	425,078.00	1,311.25	2,622.50	422,455.50	0.62 %
900 - CAPITAL OUTLAY	699,922.00	699,922.00	20,387.75	31,783.25	668,138.75	4.54 %
950 - TRANSFERS	250,000.00	250,000.00	0.00	0.00	250,000.00	0.00 %
Department: 551 - PARK & REC TOURISM Total:	1,375,000.00	1,375,000.00	21,699.00	34,405.75	1,340,594.25	2.50 %
Expense Total:	1,375,000.00	1,375,000.00	21,699.00	34,405.75	1,340,594.25	2.50 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	54,010.12	110,693.43	110,693.43	0.00 %
Report Surplus (Deficit):	0.00	0.00	-599,570.05	3,597,880.02	3,597,880.02	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-451,022.48	-1,212,857.20	-1,212,857.20
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	-2,603.50	-2,603.50
003 - RESTRICTED FIRE FUND	0.00	0.00	-1,345.50	-100,773.68	-100,773.68
010 - MULTI-UNIT DRUG TASK FORC	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	6,703.37	58,962.35	58,962.35
016 - RESTRICTED AIRPORT	0.00	0.00	-30,979.64	-30,979.64	-30,979.64
022 - SANITATION	175,000.00	175,000.00	-83,257.86	-1,633.04	-176,633.04
023 - LANDFILL ACCOUNT	-175,000.00	-175,000.00	-10,743.25	-11,059.75	163,940.25
105 - 1994 2% RESTAURANT TAX	0.00	0.00	0.00	0.00	0.00
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	-23,135.91	-20,496.00	-20,496.00
125 - MIDDLETON MARKETPLACE TI	0.00	0.00	0.26	0.92	0.92
127 - 2016 COTTON MILL TIF BOND	0.00	0.00	43.02	87.46	87.46
135 - POLICE BUILDING RENOVATIO	0.00	0.00	34.05	69.23	69.23
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.00	0.00	0.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	-59,876.23	4,808,469.44	4,808,469.44
375 - PARK AND REC TOURISM	0.00	0.00	54,010.12	110,693.43	110,693.43
Report Surplus (Deficit):	0.00	0.00	-599,570.05	3,597,880.02	3,597,880.02



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 12-19-2017
PAGE: 1 of 10

SUBJECT: Request approval of the Rental Agreement with Canon Solutions America for a 60 month rental of a Canon copier to be used by City Hall at a cost of \$220 per month.

AMOUNT & SOURCE OF FUNDING: Cost is \$10 less per month than agreement which expired October 31, 2017.

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 Rental Agreement with Canon Solutions America for a 60 month rental of a Canon copier to be used by City Hall at a cost of \$220 per month.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City Of Starkville (hereinafter referred to as Customer), and **Canon Solutions America** (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ____ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200031426

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Starkville- City Hall

Bill To Address: 110 West Main Street

Starkville, MS 39759

Ship To Address: 110 West Main Street.

Starkville, MS 39759

Description of Equipment, Software, or Services

Price

Canon irAdv 6555i, Staple Finisher-V2

2/3 Hole Punch, Power Filter

\$220/Monthly

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 60
Start Date: 1/1/18
End Date: 12/31/22

Modifications: All inclusive maintenance contracts: Maintenance includes all toner, parts, labor, staples and supplies.

Everything but paper. Paying per copy @ \$.0047 per b/w copy.

Vendor Signature

Customer Signature



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

**LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0746872.01 (the "AGREEMENT")**

Page 1 of 1

Customer ("You"):		Customer Account: 1653049
Company: CITY OF STARKVILLE		
Address: 110 W MAIN ST		
City: STARKVILLE		County: OKTIBBEHA
State: MS	Zip: 39759-2823	Phone #: 662.323.2525
Email: l.hardin@cityofstarkville.org		

Buy-out Reimbursement

\$ _____ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☒ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment. If so, will the equipment remain under a CSA Maintenance Agreement? Yes ☐ No ☐
- ☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number
CFS	1901659

Return Authorization**Please select one:**

- ☐ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☒ Return Equipment to selected Leasing Company
- ☒ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date _____

Pick-Up Information:

- ☒ Same Date as Delivery of Listed Items specified on the Agreement.

☐ Other Specified Date: ____ / ____ / ____
(but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____

E-Mail: _____

Special Removal Instructions: _____

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTR	3893B002	IRADV6055	HTT26292	636160		Lesa Hardin 662.323.2525	l.hardin@cityofstarkville.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CIT:R-CIT Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. If Trade-in Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature _____

Printed Name _____ Title _____ Date _____



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

AGENDA ITEM DEPT.:
AGENDA DATE: 12/19/17
PAGE: 1 of 1

SUBJECT: Discussion and consideration to approve the list of Starkville Police Department unmarked cars for Fiscal Year 2018

AMOUNT & SOURCE OF FUNDING N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Finance and Administration

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin, City Clerk/CFO
662-323-2525 ext. 3117

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

Move approval of Starkville Police Department unmarked cars for Fiscal Year 2018. Approval as required by MS Code 25-1-87.

<u>Make and Model</u>	<u>VIN</u>	<u>Tag #</u>	<u>Current Assignment</u>
2017 Ford Explorer	1FM5K8AR0HGC07160	G68217	Capt. Ballard
2017 Ford Explorer	1FM5K8AR3HGC07167	G76677	Lt. Roberson
2017 Ford Explorer	1FM5K8AR4HGC07162	G76673	Sgt. Durr
2016 Ford Explorer	1FM5K8AR4GGB65932	KTV-060	Chief Nichols
2016 Ford Explorer	1FM5K8AR2GGB65931	KTV-093	Capt. Outlaw
2013 Ford Explorer	1FM5K8AR3DGC06899	G63223	Cpl. Lovelady
2011 Chevrolet Tahoe	1GNLC2EOSBR362260	G57625	
2009 Ford Crown Victoria	2FABP7BV0AX117334	G53366	Det. Carly Winship
2010 Hyundai Genesis	KMHHT6KD2AU035089	KTV-408	Narcotics
2007 Ford CV	2FAFP71W6X151895	KTE-657	Det. Headley
2007 Chevrolet Silverado	3GCEC13CX7G556637	KT6-660	Sgt. Watkins
2006 Jeep Commander	1JBHH48KU6C248602	KTV-449	Narcotics
2006 Dodge Charger	2B3LA53H26H478581	KTV-118	Narcotics
2015 Chevrolet Tahoe	1GNLC2EC9FR634115	KTV-352	Cpl. Wells
2010 Ford CV	2FABF7B8AX117324	G53377	Det. Lay



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

AGENDA ITEM DEPT.: Finance and Admin
AGENDA DATE: 12.19.17
PAGE: 1 of several

SUBJECT: Consideration of authorization for Jameika Smith to participate in the City of Starkville Educational Assistance Program to take master level courses in Business Administration with a total reimbursement cost not to exceed \$1,500.00 per semester and to reimburse her for the approved courses completed in the Fall 2017 semester in the amount of \$1,148.50.

AMOUNT & SOURCE OF FUNDING
001-145-481-140 Employee Education Expenses

FISCAL NOTE:

AUTHORIZATION HISTORY: Jameika Smith, Deputy Clerk Accounting Assistant for the City of Starkville, is pursuing her Master's degree in Business Administration. She is requesting to participate in the Educational Assistance program to enroll in the Directed Individual Study program at Delta State University.

**REQUESTING
DEPARTMENT:** Finance and Admin

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

FOR MORE INFORMATION CONTACT: Lesa Hardin

SUGGESTED MOTION:

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.

**Student Business Services**

Kent Wyatt Hall 131

Cleveland, MS 38733

Office Telephone: 662.846.4698

Fax: 662.846.4791

Jameika T. Smith
 22 Casper Way Apt. 12
 Starkville, MS 39759
 United States of America

Date: 08/29/2017
Student ID: 900128804
Term: 201704 - Fall
 2017(201704)
Due Date: 29-AUG-2017

Student Schedule and Bill

CRN	SUBJ	CRSE	SEC	COURSE TITLE	CREDS	DAYS	START/STOP	BUILD
47435	CIS	600	01	Management Informati	3.00	TBA	TBA	TBA

CURRENT TERM CHARGES**CURRENT TERM PAYMENTS**

iMBA Tuition On Campus	3,369.50	
*Campus Improvement Fee - GR	20.01	
*Graduate Part-Time Tuition	1,123.50	
*Late Registration Fee	25.00	

Current Term Charges Total: 4,538.01

Current Term Payments Total: 0.00

* Designates CHARGE Not Yet Due, or CREDIT Not Affecting Amount Due.
 ALL TUITION AND FEES MUST BE PAID IN FULL BY AUGUST 29, 2017.
 Failure to make payment in full or sign up for the payment plan will
 result in the cancellation of your courses for the Fall 2017 term. If
 you expect financial aid to pay for your charges for the term, please
 contact Student Financial Services at (662) 846-4670. If you expect a
 third party such MPACT, Tuition Assistance, US Department of Veteran
 Affairs, etc., to cover your charges for the term, please contact the
 agency to submit payment to Delta State University as soon as
 possible. If you have any quesitons or concerns regarding this bill,
 please contact Student Business Services at sbs@deltastate.edu or
 (662) 846-4698.

Account Payment

Thank you for your payment. We will send you a confirmation e-mail with payment details. For a record of all your payments, please see the [Payment History](#).

Payment Receipt

Your payment in the amount of \$1,168.51 was successful. A confirmation email was sent to jsmt1251@okramail.deltastate.edu. Please print this page for your records.

Payment date:	8/29/17
Amount paid:	\$1,168.51
Student name:	Jameika T. Smith
Paid to:	Delta State University
	1003 W Sunflower Road
	Kent Wyatt Hall 131
	Cleveland, MS 38733
	UNITED STATES
Account number:	xxxxxx2145
Name on account:	Jameika Smith
Account Type:	Savings

**City of Starkville
Educational Assistance Request**

Section A: Employee Request

Name (Print) Jameika Smith SS# _____

Home Address: 1087 Stark Rd TH

Telephone #'s: Home _____ Cell 601-614-1778

Request Date 7/21/17 Date of Hire February 2014

Current Position accounting assistant Supervisor Lesla Hardin

Check one:

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

Title _____

School or Organization Delta State University

Dates of attendance August 21 - December 8, 2017 Total Hours Training 3

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.) Reimbursement for 3
hours of college courses - \$1,123.50 tuition;
program/improvement fees - \$20.01

What specific knowledge or skill will you learn? I will learn how to become more proficient in Microsoft Excel and Access. This course will allow me to create budgets/plans for business purchases.

How will the acquired knowledge or skill help improve your performance and/or prepare you for more advanced responsibilities with the City of Starkville? The acquired knowledge will enable me to improve processes in my current position and make better purchasing decisions 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 Jamika Smith Date 7/21/17

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 Lesa Hardin Date 7-21-17

Approve and forward to Human Resources

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

Human Resources [Signature] Date 8/16/17

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: Lesa Hardin

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	\$ <u>1,123.50</u>
Registration Fees	\$ <u>20.01</u>
Books	\$ _____
Other fees (itemize)	\$ _____
Total of all fees	\$ <u>1,148.50</u>

Grade received A Applicable percentage for reimbursement 100%
(See Policy)

Actual amount of reimbursement requested: 1,148.50

Employee's Signature: Jamika Smith Date: 12/12/17
Complete and submit to Personnel Officer

Section E: Reimbursement Approval

Reimbursement Request and grade received and approved:

Personnel Officer: [Signature] Date: 12/12/17

Department Director: Lesa Hardin Date: 12-12-17

Submit to City Clerk's Office after approval

Integrated Master of Business Administration
STUDENT ENROLLMENT AGREEMENT

Smith	Jameika	T.	900-12-8804	Fall 2017
NAME: LAST	FIRST	MIDDLE/MAIDEN	DSU ID#: 900#####	SEMESTER

MODULE#: Financial Strategy Module

CRN	Course No. & Section	Course Title	Hours	Professor
47023	ACC 600-I33	Managerial Accounting	3	Dr. Amspough
47024	FIN 600-I33	Financial Management	3	Dr. Denson
46922	MGT 601-I33	Applied Decision Science	3	Dr. Riley
47435	CIS 600-01	Management Information Systems	3	Dr. Kandies

I understand that enrollment in an Integrated Master of Business Administration module is as a whole. To withdraw from a class I will have to withdraw from the entire module. You may not register or drop required courses without permission of your advisor. Failure to schedule or drop these courses without concurrence of your advisor may result in suspension of WEB registration privileges and priority in registering.

Delta State University now uses EFT (Electronic Fund Transfer), which automatically posts approved financial aid against your student account. IF YOU PRE-REGISTER AND DO NOT INTEND TO RETURN TO Delta State University FOR THE PRE-REGISTERED SEMESTER, YOU MUST DROP YOUR CLASSES FROM DSU ONLINE OR NOTIFY IN WRITING THE REGISTRAR, STUDENT BUSINESS SERVICES, OR FINANCIAL AID. FAILURE TO DO SO WILL RESULT IN CHARGES TO YOUR ACCOUNT.

I certify that I have reviewed the student enrollment agreement above and authorize the College of Business Graduate Programs administrative staff to enroll me according to the above agreement.


STUDENT'S SIGNATURE

7/21/17
DATE

DO NOT WRITE BELOW THIS LINE

FOR OFFICE USE ONLY:

_____ BANNER

_____ DBASE

ADMINISTRATIVE STAFF SIGNATURE

ENROLLMENT COMPLETION DATE

[Search](#)[Go](#)[SITE MAP](#) | [HELP](#) | [EXIT](#)

Final Grades

Student Information

Current Program

Master of Business Admin.

Level: Graduate

Program: Masters Bus. Adm.-Integrated

Admit Term: Sum I 2016

Admit Type: Entering Graduate

Catalog Term: Sum I 2016

College: College of Business

Campus: Main - Cleveland

Major: Integrated Master of Bus. Adm

Concentration: General Business Admin

Academic Standing: Acad.Stand.to be Determined

Graduate Course work

CRN	Subject	Course	Section	Course Title	Campus	Final Grade	Attempted	Earned	GPA Hours Quality Points	
									Hours	Points
47435	CIS	600	01	Management Information Systems	Main - Cleveland A		3.000	3.000	3.000	12.00



**CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION PAGE: 1**

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 12-19-17

SUBJECT: Request authorization of payment to Coleman Norman for educational reimbursement in the amount of \$450.00.

AMOUNT & SOURCE OF FUNDING This amount will be paid from the Training Fund (001-263-600-390).

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval of payment to Coleman Norman for educational reimbursement in the amount of \$450.00.

14-SEP-2017 14:04:07

Meridian Comm College [PROD]
Account Receipt 255457

PAGE 1
TGRRCPT

CASHIER: CASHIER1

Coleman E. Norman
15 Caitlin Ave
Mathiston, MS 39752
United States

ID: CNORMAN1

CODE	TERM	DESCRIPTION	TRAN DATE	CHARGE	PAYMENT
VISA	201630	#2906 CNorman/Summ	14-SEP-17		\$450.00

TOTALS

\$.00

\$450.00

MERIDIAN COMMUNITY COLLE
910 HIGHWAY 19 NORTH
MERIDIAN, MS. 39307
601-484-8694

SALE

REF#: 00000004

Batch #: 439

09/14/17

14:05:32

AVS: Y

CVV2: M

APPR CODE: 073304

Trace: 4

VISA

Manual CP

*****2906

/

AMOUNT

\$450.00

APPROVED

THANK YOU

CUSTOMER COPY

SSN#: 428-49-4613

MCC ID: CNORMAN1

Date of Birth: 21-NOV-1980

Date Issued: 20-OCT-2017

Record of: Coleman Edward Norman
Current Name: Coleman Edward Norman
15 Caitlin Ave
Mathiston, MS 39752
United States
Issued To: Patrick Warner

Page: 1

Course Level: Undergraduate

High School: EAST WEBSTER HIGH SCHOOL 28-MAY-2000

Subj No. Course Title CRED GRD PTS R

Institution Information continued:			
Subj No.	Course Title	CRED GRD	PTS R
Good Standing			

TRANSFER CREDIT ACCEPTED BY THE INSTITUTION:

1999-2000 MISSISSIPPI STATE UNIVERSITY

CHE 1213	General College Chemistry I	3.00 C
CSC 1113	Introduction to Computers	3.00 C
ENG 1113	English Composition I	3.00 B
MAT 1313	College Algebra	3.00 B
Ehrs: 12.00 GPA-Hrs: 12.00 Qpts: 30.00 GPA: 2.50		

INSTITUTION CREDIT:

Fall 2000		
BIO 1131	Lab, General Biology I	1.00 B
BIO 1133	General Biology I	3.00 C
EDU 1313	Introduction Study Skills	3.00 A
HIS 1163	World Civilization I	3.00 B
MAT 1323	Trigonometry	3.00 A
PSY 1513	General Psychology	3.00 C
***** CONTINUED ON NEXT COLUMN *****		

Institution Information continued:

Subj No.	Course Title	CRED GRD	PTS R
Good Standing			

Spring 2017

FFT 1113	Introduction to Fire Science	3.00 B	9.00
FFT 1213	Fire Fighting Prin & Practices	3.00 A	12.00
FFT 1223	Fire Apparatus/Hydraulics	3.00 A	12.00
FFT 2313	Disaster Management	3.00 A	12.00
Ehrs: 12.00 GPA-Hrs: 12.00 Qpts: 45.00 GPA: 3.75			

Dean's List
Good Standing

Summer 2017

FFT 2323	Building Construction	3.00 A	12.00
FFT 2423	Incident Management Systems	3.00 A	12.00
Ehrs: 6.00 GPA-Hrs: 6.00 Qpts: 24.00 GPA: 4.00			

***** CONTINUED ON PAGE 2 *****

AN OFFICIAL SIGNATURE IS IN GREEN INK

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MERIDIAN
COMMUNITY COLLEGE

Deborah M. Oldham

Deborah M. Oldham
Registrar

A BLACK & WHITE DOCUMENT IS NOT OFFICIAL

SSN#: 428-49-4613

MCC ID: CNORMANI

Date of Birth: 21-NOV-1980

Date Issued: 20-OCT-2017

Record of: Coleman Edward Norman

Page: 2

SUBJ NO.	COURSE TITLE	CRED GRD	PTS R
----------	--------------	----------	-------

Fall 2017

IN PROGRESS WORK

FFT 1913	Plan for Fire & EM Services	3.00	IN PROGRESS
----------	-----------------------------	------	-------------

FFT 2933	Comm Risk Management II	3.00	IN PROGRESS
----------	-------------------------	------	-------------

In Progress Credits 6.00

***** TRANSCRIPT TOTALS *****

	Earned Hrs	GPA Hrs	Points	GPA
TOTAL INSTITUTION	34.00	34.00	117.00	3.44

TOTAL TRANSFER	12.00	12.00	30.00	2.50
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OVERALL	46.00	46.00	147.00	3.19
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***** END OF TRANSCRIPT *****

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MERIDIAN
COMMUNITY COLLEGE

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Deborah M. Oldham
Registrar

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

AGENDA ITEM DEPT.: Parks and Recreation
AGENDA DATE:
PAGE: 1 of 2

SUBJECT: Discussion and Consideration of the approval of the request of the 2018 proposal for concession services for the Starkville Parks and Recreation Department

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Starkville Parks and Recreation
323-2294 Cell: 662-251-7582- Email: hpeters@starkvilleparks.com

DIRECTOR'S

AUTHORIZATION: (Herman Peters) Office: 662-

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

SUGGESTED MOTION:

Move approval of the request of the 2018 proposal for concession services for the Starkville Parks and Recreation Department

REQUEST FOR PROPOSALS FOR CONCESSION SERVICES

City of Starkville Parks and Recreation

Notice is hereby given that the City of Starkville Parks and Recreation Department is seeking proposals from individuals/groups who are interested in providing concessions to recreational games at the Sportsplex and McKee Park (not including soccer games) for the 2018 calendar year.

Statements of Qualifications will be received at the Starkville City Hall, Attn: City Hall, 110 West Main Street, Starkville, MS 39759, until 10:00 a.m. local time on **January 19, 2018**, at which time they will be taken under advisement.

Questions regarding this request should be directed to: Herman Peters at phone number 662-323-2294 or by email at hpeters@starkvilleparks.com

A specification packet may be obtained by writing to: Starkville Sportsplex Office, Attn: Herman Peters, 405 Lynn Lane Starkville, MS 39759 or by calling 662-323-2294.

The return proposal must be **SEALED** and marked **"REQUEST FOR PROPOSAL: Concession Stands due January 19, 2018"**. Additionally, the submitter's name and return address must appear on the container for the proposal.

Starkville Parks and Recreation reserves the right to accept or reject any or all responses, or to cancel this request in part or in its entirety.

STARKVILLE PARKS AND RECREATION

Herman Peters, Director

PUBLISH: 12-22-17 and 1-2-18



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 19, 2017
Page: 1

SUBJECT:

Request authorization to hire Tristan Morgan Greene, as a Maintenance Worker I for the Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, Annual Salary of \$20,800.00 (\$10.00 per hour) for entry level, based on 2080 hours

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT:

Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire, Tristan Morgan Greene, as a Maintenance Worker I for the Utilities Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 19, 2017
Page: 1

SUBJECT:

Request authorization to hire Tara McDonald, as a part-time Intern for the Finance and Administration Department.

AMOUNT & SOURCE OF FUNDING:

This position will be paid only for actual hours worked, not to exceed twenty (20) hours per week at \$10.00 per hour. This position, will not be eligible for benefits.

AUTHORIZATION HISTORY:

This position was previously held by Johanna Beeland. Unsuccessful attempts have been made through MSU, to locate a graduate student needing unpaid internship hours.

REQUESTING DEPARTMENT:

Finance and Administration Department

DIRECTOR'S AUTHORIZATION:

Lesa Hardin, City Clerk/CFO

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Tara McDonald, a part-time Intern for the Finance and Administration Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 19, 2017
Page: 1

SUBJECT:

Request authorization to hire Amy Counterman, as the temporary full-time Code Enforcement Officer in the Community Development Department.

AMOUNT & SOURCE OF FUNDING:

Salary Grade 10, annual salary of \$17,420.00 (\$16.75 per hour), based on 1040 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

Buddy Sanders, is requesting the full-time temporary position, due to the medical leave of an employee. This position will be full-time temporary and will continue as needed.

REQUESTING DEPARTMENT:

Community Development Department

DIRECTOR'S AUTHORIZATION:

Buddy Sanders, Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Amy Counterman, as the temporary full-time Code Enforcement Officer in the Community Development Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: December 19, 2017
Page: 1

SUBJECT:

Request authorization to hire Calvin Waters, as Certified Firefighter in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Calvin Waters - Grade 5, Base Salary of \$30,774.00 (\$11.50 per hour) for certified, based on 2676 hours..

FISCAL NOTE:

AUTHORIZATION HISTORY:

The Board approved to retain the candidates from the selection process held on October 10, 2017 for consideration to fill any additional vacant positions in the Fire Department due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Calvin Waters, as Certified Firefighter in the Starkville Fire Department.



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

**AGENDA ITEM DEPT.: POLICE
AGENDA DATE: 12-19-2017
PAGE: 1 of 3**

SUBJECT: Request authorization to trade our current inventory of Glock Model 22 handguns and purchase 65 new Glock Model 17 handguns, due to current handguns being dated with many being 20 years old, from the lower of two quotes.

AMOUNT & SOURCE OF FUNDING: Forfeiture Funds : 001-000-334-126

FISCAL NOTE: Two quotes received: **Southern Connection Police Supplies:**

65 Glocks, with sights	\$ 27,852.50
<u>Less 65 trade ins</u>	<u>16,965.00</u>
Net Quote	\$ 10,887.50

Glock, Inc.:

65 Glocks, with sights	\$ 28,177.50
<u>Less 65 trade ins</u>	<u>16,250.00</u>
Net Quote	\$ 11,927.50

**REQUESTING
DEPARTMENT: STARKVILLE POLICE DEPT**

**DIRECTOR'S
AUTHORIZATION: R. FRANK NICHOLS
CHIEF OF POLICE
662-323-2700**

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval for the Starkville Police Department to trade 65 weapons, and remove from inventory, Glock Model 22 Handguns and purchase 65 new Glock Model 17 handguns from The Southern Connection Police Supply, the lower of two quotes.

The Southern Connection Police Supplies

240 Christopher Cove
 Ridgeland, MS 39157
Bryan Wheeler, Owner
 Cell: 630-750-4200
 Email: tscps@bellsouth.net

Fax. (601) 856-6714
 Tel. (601) 853-3106

AGENCY NAME
 STARKVILLE POLICE DPT.
 101 E Lampkin St,
 Starkville, MS 39759
 (662) 323-4131

Date 11/10/2017
Quote No 3539
Valid From 11/10/2017
Valid To 2/10/2018

CORP. JOSH WILSON

PH # 662-915-7234
 PH #

QUOTATION

Delivery 90 Days ARO		Delivery Via Best Way	F.O.B Destination	Terms Net 30	
Quantity	Description			Cost	Extension
65	Mod Glock 17 Gen 5, 9 MM Frame: Finger Groove & Rail Frame.			428.5	\$27,852.50
	Ameriglo Night sights, 5.5 trigger with 3 high cap mags.				
					\$0.00
					\$0.00
-5	TRADE GLOCK MOD 22 Gen 2 with Night Sights and 3 mags			255	(\$1,275.00)
-42	TRADE GLOCK MOD 22 Gen 3 with Night Sights and 3 mags			260	(\$10,920.00)
-18	TRADE GLOCK MOD 22 Gen 4 with Night Sights and 3 mags			265	(\$4,770.00)
Grand Total:					\$10,887.50

www.glock.com	GLOCK, Inc.	USA	 PERFECTION
	6000 Highlands Parkway Smyrna, GA 30082 USA Tel. +1 770 432 1202 Fax +1 770 433 8719		

Starkville Police Dept

101 Lampkin Street

Starkville, MS 39759 United States

PH: 662-323-4134

FX: 6623244016

Date 9/19/2017

Quote: QUO-10907-K5T8Y6

Valid From: 9/19/2017

Valid To: 12/19/2017

Glock Representative: Charles Sumner

Email: Charles.Sumner@glock.us

Cell: +1 662 255-1873

ATTN: Josh Wilson

Title: CPL Special Operations/Training

Email: j.wilson@cityofstarkville.org

Cell: 662-769-4437

QUOTATION

Quantity	Description	Cost	Extension
65	Trade In -G22 Gen3 with 3 mags	(\$250.00)	(\$16250.00)
70	G17 Gen 5 with Bold Night Sights	\$433.50	\$30345.00

Description: Gen5 Quote

- Govt Agency prices do not include sales tax or FET, where applicable
- Prices are due and payable NET 30 days for each invoice
- Trade-in pistols must be in good, serviceable working order
- Deductions made if trade-ins are damaged or not as specified.
- Trade-in or exchange pistols must be turned in within 30 days after receipt of new GLOCKS, unless other arrangements have been made and approved
- All firearms traded to GLOCK, Inc. are subject to being refurbished and sold to other Federally Licensed firearms distributors.
- There is a Limited Lifetime Warranty on GLOCK guns & parts, including postage, labor and replacement parts.
- USE FACTORY AMMUNITION ONLY

(+) Total Tax: 0.00

Grand Total: \$ 14,095.00

Charles Sumner

Authorized Signature

9/19/2017

Date

AGENDA ITEM DEPT.: Police
AGENDA DATE: December 19, 2017
PAGE: 1 of 5

**Thank you for registering for a PATC Seminar**

5235 Decatur Blvd Indianapolis, IN 46241 |
P: 800.365.0119 | F: 317.821.5096 | www.PATC.com

*** This is not an Invoice. ***

Official confirmation will be sent via email to
j.wilson@cityofstarkville.org within two business days.

**SEMINAR INFORMATION:**

Seminar Title: Managing the Property and Evidence Room

Seminar ID: 15316

Dates: 1/16/2018 through 1/17/2018

Training Fee Per Attendee: \$295.00

Payment Method: invoice

Seminar Location: Birmingham Police Academy
401 6th Avenue South
Birmingham, AL 35205

Recommended Hotel: Drury Inn
160 State Farm Parkway
Birmingham, AL 35209

205-940-9500

\$101 single or Double

Identify with Group #2322034 to receive discounted room rate [Book Room Online Here](#)

REGISTRATION INFORMATION:

Agency Name: Starkville Police Department

Invoice To Attention: Cpl. Josh Wilson

Address: 101 Lampkin Street

City: Starkville

State: MS

ZIP: 39759

Contact Email Address: j.wilson@cityofstarkville.org

Phone: 662-769-4437

FAX: 662-324-4016

Registered Attendees: Chris Jackson

Visit www.patc.com/training/registrations.php for more important information about PATC registrations.

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Name: Chris Jackson
Arrival Date: Mon, 1/15/2018
Departure Date: Wed, 1/17/2018
Hotel Information: Drury Inn & Suites Birmingham Lakeshore Drive
160 State Farm Parkway
Birmingham, AL 35209
205-940-9500

	Confirmation	Room Description	Guest Name	# of Nights	Room Cost
Add To Calendar	91632289	1 King Bed Deluxe Non-Smoking	Chris Jackson	2	\$202.00

Subtotal: \$202.00

Estimated Taxes: \$34.34

Estimated Total: \$236.34*

Parking: Free (during stay)

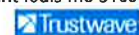
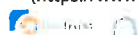
*All rates are subject to verification upon arrival at hotel.

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<https://www.bbb.org/stlouis/business-reviews/hotels/drury-hotels-company-llc-in-saint-louis-mo-310010129/#sealclick>

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

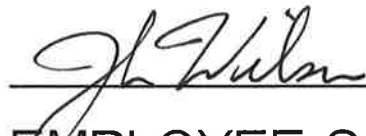
CITY OF STARKVILLE

CITY HALL

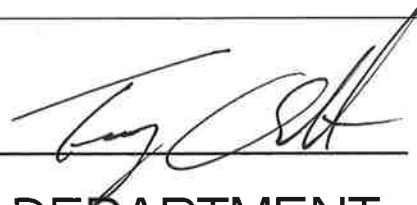
NAME: Chris Jackson
DATE: 12-12-17-
DEPARTMENT: Police
FUND: 001-230-690-552
PURPOSE OF TRIP: Training

TOTAL OF TRAVEL BREAKDOWN

MEALS: \$ 92.00
TRAVEL (POV): \$
TRAVEL (COV): \$
HOTEL: \$ 236.34
TOTAL



EMPLOYEE SIGNATURE



DEPARTMENT
HEAD

October 1, 2017 - September 30, 2018

reimbursement rate.

[illegible]

CITY OF STARKVILLE COVERSHEET

AGENDA ITEM NO:
AGENDA DATE: December 19, 2017
PAGE: 1 of 4

RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization for Starkville Utilities to initiate a task order with Volkert for Distribution System Hydraulic Model Development and Evaluation for Starkville Utilities water distribution system.

AMOUNT & SOURCE OF FUNDING: FY 2018 budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION: Approve authorization for Starkville Utilities to initiate a task order with Volkert for Distribution System Hydraulic Model Development and Evaluation for Starkville Utilities water distribution system.

SCOPE OF WORK
for
Distribution System Hydraulic Model Development and Evaluation
for Starkville Utilities

Purpose

The purpose of this proposed task is to develop a hydraulic model of Starkville Utilities' water distribution system that will provide the Starkville Utilities with the following uses:

- Mapping for existing flow and pressure information for various areas throughout the water distribution system
- Evaluating areas with flow and/or pressure concerns to determine potential causes (valve position, capacity limitations, etc.) for the conditions and potential methods to improve conditions.
- Planning tool for identifying capital improvement needs.
- Assisting with daily operations for analyzing daily water system conditions and identifying methods for improving the operational efficiency (i.e. reduce energy costs).

The development of the hydraulic model and corresponding recommendations will include the following:

A. Data Acquisition

1. Obtain the following operational data from Starkville Utilities:
 - a. GIS and/or digital mapping for the water system
 - b. System-wide customer addresses
 - c. Location and meter readings for the largest users (industries, hotels, restaurants, etc.)
 - d. Treatment Facility flow showing 24-hours of data on an average day and on a peak day.
 - e. Hydrant flow testing records.
 - f. Tank locations and data (capacity, ground elev., O.F. elev., charts showing 24-hour water depth on average day and on peak day).
 - g. Pump Station capacity and run-time information
 - h. Distribution system pressure readings
 - i. Location of trouble spots, break histories, etc.
 - j. Water table data / draw-down data at well location (especially during drought)
2. Obtain supplemental data from Starkville Utilities if preliminary evaluations show a need for including 24-hour hydrographs from meters of large users. If required, this will be accounted for as additional services.
3. Obtain data from other sources including:
 - a. Contour mapping
 - b. Census tract data
 - c. Mississippi State University system information, similar to items requested in Part A; Item 1, herein above.
 - d. Wholesale Customer data – flow, pressure, location of connections.

SCOPE OF WORK
for
Distribution System Hydraulic Model Development and Evaluation
for Starkville Utilities

B. Model Development

1. Import GIS, digital mapping shapefile(s) into Bentley WaterCAD.
2. Review imported data and check connectivity as well as attributes.
3. Import or physically input elevation data depending on available information and level of detail.
4. Review physical attributes with Starkville Utilities to confirm and/or fill in data gaps.
5. Once physical data is accurate, add flows and demands along with plant and tank information.
6. Set up various scenarios such as Average Daily Flow and Peak Demand based on available information.
7. Set up the Extended Period Simulation based on available information. This will display hourly information at any point in the system.
8. Model calibration
 - a. Compare hydrant flows and pressure readings at particular times to model.
 - b. Incorporate minor adjustments to the C-Factor to allow for a match within 10% of the flow data.
9. Supplemental Flow Monitoring - This will be performed as additional services.

C. Analysis

The calibrated model will be used to analyze the following:

- Projected capacity and pressure required to support an industrial park on a 384-acre set of properties north of the Highway 82 and Highway 25 interchange.
- General system improvements will be modeled as additional services as authorized by Starkville Utilities to determine the most cost-effective recommendations for improving areas of concern and potentially modifying system operation for energy savings.

D. Deliverables

A technical memorandum will be provided to include the following:

1. A summary describing the system's current operational condition.
2. Provide guidance for the Starkville Utilities' staff to use Bentley WaterCad. This does not include training.
3. A preliminary meeting will be held with Starkville Utilities' operations staff to review the results of the hydraulic report and corresponding recommendations. Comments will be incorporated to the final report.
4. A presentation will be made to Starkville Utilities to discuss the results of the report and to address any questions.

E. Additional Services

Additional Services shall be any service not included as Basic Services herein. Additional services shall include the following:

SCOPE OF WORK
for
Distribution System Hydraulic Model Development and Evaluation
for Starkville Utilities

- Supplemental flow testing required to complete the model and perform calibration. Coordinate flow testing with Starkville Utilities interns and/or supplemental labor in cooperation with Mississippi State University.
- Scenario development and system analysis not included as basic services. For example, water age and/or fire flow analysis can be performed to identify system deficiencies and potential improvements. (Not included in Fee).
- Bentley WaterCAD training to be conducted in Starkville, MS. (Not included in Fee).

The labor required to complete these services is difficult to project; therefore, additional services will be performed on an Hourly basis.

F. Schedule.

This WORK ASSIGNMENT shall be effective upon the latest date of execution hereof and continue for a period of three (3) months.

G. Fee.

The Basic Services shall be performed on a lump sum basis for the amount of \$42,800. Payment shall be payable to CONSULTANT by the OWNER based on a percent completion.

The Additional Services, as authorized by Starkville Utilities, shall be performed on an hourly basis and payable to CONSULTANT by the OWNER per CONSULTANT'S current hourly rates, plus reimbursable and direct expenses. Invoices shall be submitted and payable by OWNER per the terms of the Agreement. The Additional Services shall be provided hourly with a not to exceed amount of \$17,700, plus reimbursables and direct expenses/subconsultant labor.

The reimbursable and direct expenses will be estimated based on the level of involvement of supplemental labor from Mississippi State University and/or local subconsultants to assist with flow monitoring. The preliminary estimate is \$5,600, based on a month of testing with two student/interns involved. CONSULTANT may also evaluate utilizing a local consultant under CONSULTANT's oversight to provide field services.



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT:
AGENDA DATE: 12/19/17
PAGE: 1

SUBJECT: Starkville Roundhouse Road Sewer – CDBG
Authorization to begin the procurement process for engineering services.

AMOUNT & SOURCE OF FUNDING - \$268,235; Mississippi Development Authority, CDBG
\$268,235; Mississippi Development Authority, CAP Loan

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Starkville Utilities/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 for approval to begin the procurement process for engineering professional services following the required CDBG program guidelines which includes public advertisement of a Request for Proposals (RFP) in a local newspaper of general circulation; establishing an RFP review committee and MBE/WBE solicitation.”

REQUEST FOR PROPOSALS

The City of Starkville will accept sealed proposals from qualified firms and individuals interested in providing Engineering Services for a proposed sewer improvements project which will construct a new system in an area not currently being served, utilizing Community Development Block Grant (CDBG) funds.

Engineering Services required include, but are not limited to, project design, administration and construction supervision, preparation of specifications, supervision of bid procedures and resident inspection of the project, which consists of installation of gravity sewer collection lines to collect and transport the sanitary wastewater generated from the residences within a specific project area. The contract will be on a fixed price basis.

Award of the aforementioned contract will be made to the responsible party whose proposal is most advantageous to the City of Starkville. Proposals will be rated according to the following criteria: 1) Qualifications – List of qualifications of each staff person to be assigned to this project; 2) Experience – Information regarding the experience of the firm and knowledge of the City of Starkville’s existing sewer collection system and wastewater treatment. This information should include types of project activities undertaken; 3) Capacity for Performance – Identify the number and title of staff available to be assigned to provide services. All proposals will be rated on the following system to determine the best offeror. Description and Maximum Points: Qualifications – 40, Experience – 40, Capacity – 20, Total: 100 Points. Cost is not a factor in the selection process and should not be a part of the proposal. Cost will be negotiated with the firm or individual receiving the highest rating according to the stated criteria.

The selection committee using the above selection criteria will review proposals. Each member of the committee will assign points to each criteria based on the content of the proposal. Negotiations will be conducted to determine a mutually satisfactory contract, first with the firm receiving the highest accumulated points, as rated by the committee. If a mutually satisfactory contract cannot be negotiated with the firm, the firm will be requested to submit a best and final offer in writing. If a contract cannot be reached after this best and final offer, negotiations with that firm will be terminated and negotiations will be initiated with subsequently listed firms in order of rating. This procedure will be continued until a mutually satisfactory contract has been negotiated. In addition to reaching a fair and reasonable price for the required work, the objective of negotiations will be to reach an agreement on the provisions of the proposed contract including scope and extent of work and other essential requirements.

HOUSING AND URBAN DEVELOPMENT ACT OF 1968

This project is funded by the HUD Community Development Block Grant Program and is a Section 3 covered activity as defined by the Housing and Urban Development Act of 1968 (12 U.S.C 1701u) (Section 3). Contractors and subcontractors are encouraged to provide to the greatest extent feasible, training, employment and contracting opportunities generated by the expenditure of this assistance to low-and very low-income persons and business concerns owned by low-and very-low income persons or which employ low-and very low-income persons.

Interested parties are invited to submit sealed proposals, five (5) copies, until 2:00 PM, Friday, January 5, 2018 in the Office of the City Clerk of Starkville, Attention: Lesa Hardin, 110 West Main Street, Starkville, Mississippi 39759. All proposals should be marked clearly as being an Engineering Proposal – CDBG Sewer Improvements. All questions pertaining to this project should be directed to Phylis Benson, Golden Triangle Planning and Development District, P. O. Box 828, Starkville, MS 39760 or 662/320-2007. City of Starkville does not discriminate on the basis of race, color, religion, sex age or national origin and reserves the right to reject any and all proposals.

D. Lynn Spruill, Mayor



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

AGENDA ITEM NO:
AGENDA DATE: May 2, 2017
PAGE: 1 of 5

SUBJECT: Request authorization for Starkville Utilities to accept the lowest and best quote to repair a 50HP Fairbanks Morse Pump from Electric Motor Sales & Service at a price of \$7,568.34.

Comparison of quotes (quotes are attached):

Buford Electric Service, Inc.	\$11,350 (less impeller)
Electric Motor Sales & Service, Inc.	\$7,568.34

AMOUNT & SOURCE OF FUNDING: FY 2017 budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING
DEPARTMENT: Utilities

DIRECTOR'S
AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to accept the lowest and best quote to repair a 50HP Fairbanks Morse Pump from Electric Motor Sales & Service at a price of \$7,568.34.



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154 Cooper Rd. PO Box 2387 Columbus, MS. 39704
662-328-5679 / Fax 662-329-3176 / www.burfordinc.com

December 11, 2017

To: Thomas C. Ware
City of Starkville
Thomas.c.ware@att.net

From: Tom Parsons
Burford Electric Service, Inc.
tom@burfordinc.com

Burford Quote / Budgetary Estimate #: MR5092-TP

We are pleased to quote / estimate repairs on the following: **Burford Job #NA**

Nameplate Data: PO# None Issued

#3 - Fairbanks Morse – Submersible pump, 50 HP, 460 Volts, 67 Amps, 1770 RPM, 320T Frame, Serial # 185945-1, ID # U050D2324C2S 1111 A, Serial #185045-1, TENV Enclosure

Scope of Work:

Per Customer / Scope of work- Disassembly and sanitization of pump, check and test windings, clean, dry, and check all parts, machine work on opposite pulley end bearing housing, machine work on pulley end bearing journal, machine work on opposite end bearing journal. It has been determined that the bottom bearing failed, and will have to be cut off the shaft and then straighten the shaft as well.

New parts include bearings, outer mechanical seal, 2 moisture detectors, resistor, "o" ring kit, and volute gasket. Quote should include install new parts, do the above described machine work, reassemble, test run, and paint.

- Recondition – Submersible Pump - \$1,750.00
- Machine work - \$4,500.00
- Re-build kit (Bearings, seals, O-rings, gaskets) - \$5,100.00
- Impeller - \$4,365.00
- Total Quoted Repairs = \$15,715.00

Note: Unless quoted above, additional needed parts, materials & any needed machine work will be quoted as "extra". Not included in the above repair cost. Pick up & delivery is included. Quote is valid for 30 days. Payment terms are net 30 days.

If you have any questions concerning the above stated work, please feel free to contact me at your convenience.

Tom Parsons
Burford Electric Service, Inc.

From: "Charlie Studdard" <cstuddard@emssonline.com>
To: <t.ware@cityofstarkville.org>
Subject: Trim Cane 50 HP Pump Repair Quote

Sent: Mon 06/11/17 2:42 PM
Priority: Normal

Thomas,

We are pleased to quote the following repair on Trim Cane Pump # 2 that we recently pulled from service:

Fairbanks Morse 50 HP, 320T frame, 1770 RPM, 67 amps, ID# U050D2324C2S1111A, Serial # 185945-1

The work scope included disassembly and sanitization of pump, check and test windings, clean, dry, and check all parts, machine work on opposite pulley end bearing housing, machine work on pulley end bearing journal, machine work on opposite pulley end bearing journal. We determined the bottom bearing failed due to contamination from waste water, so we will have to cut bearing off shaft and then straighten the shaft as well.

New parts include bearings, outer mechanical seal, inner mechanical seal, 2 moisture detectors, resistor, "O" ring kit, and volute gasket. We will install new parts, do the above described machine work, reassemble, test, run, and paint.

Repair price \$7568.34, with a 2-3 week delivery on parts.

Also, per your request, the cost of a new impeller is \$4365.00, plus freight, with a 4-6 week delivery.

Please be advised that this quote does not include pulling the pump from service and re-installation of repaired pump.

Thank you for allowing us to quote this repair. If we can be of any further assistance, please let us know. We look forward to hearing from you.

*Charlie Studdard
Electric Motor Sales & Service, Inc.
P.O. Box 2225
Columbus, MS 39704
P: 662-327-1606
F: 662-327-8773
E-mail: cstuddard@emssonline.com*

From: "Charlie Studdard" <cstuddard@emssonline.com> - Trim Cane 50 HP Pump Repair Quote



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

AGENDA ITEM NO:
AGENDA DATE: December 19, 2017
PAGE: 1 of 1

SUBJECT: Request authorization for the City of Starkville to execute agreement with Clearwater Consulting for Engineering Services Associated with an agreed order of consent with the environmental protection agency for system modification and improvements to the Starkville Municipal Wastewater Collection System.

AMOUNT & SOURCE OF FUNDING: Line No. 400-721-600-338

FY 2017 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move for the City of Starkville to execute agreement with Clearwater Consulting for Engineering Services Associated with an agreed order of consent with the environmental protection agency for system modification and improvements to the Starkville Municipal Wastewater Collection System.

**STANDARD FORM OF AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____

Between the City of Starkville, Mississippi (OWNER) and
Clearwater Consultants, Inc. (ENGINEER).

OWNER intends to Design and Construct Pump Station Modifications and Improvements to the Starkville Municipal
Wastewater Collection System (hereinafter called the Project).

OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1-BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall provide for OWNER professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary architectural services incidental thereto.

1.2 Preliminary Phase.

After authorization to proceed, ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and prepare a cursory cost estimate.

1.2.2. Conduct site inspections, make dimensional measurements, make measured drawings, investigate existing conditions, perform site surveys, evaluations and comparative evaluations of prospective sites and solutions.

1.3 Not Used.

1.4 Design Phase.

After authorization to proceed with the Design Phase, ENGINEER shall:

1.4.1. On the basis of the accepted project scope prepare for incorporation in the Contract Documents final drawings to show the general scope, extent and character of the work to be furnished and performed by Contractor(s) (hereinafter called "Drawings") and Specifications.

1.4.2. Provide technical criteria, written descriptions and design data for OWNER's use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities.

1.4.3. Prepare for review and approval by OWNER, its legal counsel and other advisors contract agreement forms, general conditions and supplementary conditions, bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

1.4.4. Furnish up to five copies of the above documents and of the Drawings and Specifications

and present and review them in person with OWNER.

1.5. Bidding Phase.

After authorization to proceed with the Bidding or Negotiating Phase, ENGINEER shall:

1.5.1. Assist OWNER in advertising for and obtaining bids for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-bid conferences.

1.5.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

1.5.3. Consult with and advise OWNER as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services.

1.6. Construction Phase.

During the Construction Phase:

1.6.1. *General Administration of Construction Contract.* ENGINEER shall consult with and advise OWNER and act as OWNER's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. 1910-8 (1983 edition) of the Engineers Joint Contract Documents Committee. All of OWNER's instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observation of the work of Contractor(s) while it is in progress:

1.6.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor(s)' work.

1.6.2.1.1. The purpose of ENGINEER's visits at the sites will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor(s). On the other hand, ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

1.6.3. *Defective Work.* During such visits and on the basis of such observations, ENGINEER may disapprove of or reject Contractor(s)' work while it is in progress if ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. *Interpretations and Clarifications.* ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required.

1.6.5. *Shop Drawings.* ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor(s) are required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

1.6.6. *Substitutes.* ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor(s), but subject to the provision of paragraph 2.2.2.

1.6.7. *Inspections and Tests.* ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

1.6.8. *Disputes between OWNER and Contractor.* ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.6.9. *Applications for Payment.* Based on ENGINEER's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:

1.6.9.1 ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and

that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent test called for in the Contract Documents and to any other qualifications stated in the recommendation). In case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.6.9.2. By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically assigned to ENGINEER in their Agreement and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose on ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interest or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.6.10. *Contractor(s)' Completion Documents.* ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection, test and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the

Contract Documents); and shall transmit them to OWNER with written comments.

1.6.11. *Inspections.* ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.6.9.2.

1.6.12. *Limitation of Responsibilities.* ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor(s)' or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.6.1 thru 1.6.11 inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the Contract Documents.

1.7. Operational Phase.

During the Operational Phase, ENGINEER shall, when requested by OWNER:

1.7.1. Provide assistance in the closing of any financial or related transaction for the Project.

1.7.2. Provide assistance in connection with the refining and adjusting of any equipment or system.

1.7.3. Assist OWNER in training OWNER's staff to operate and maintain the Project.

1.7.4. Not Used.

1.7.5. Not Used.

1.7.6. In company with OWNER, visit the Project to observe any apparent defects in the completed construction, assist OWNER in consultations and discussions with Contractor(s) concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

SECTION 2-ADDITIONAL SERVICES OF ENGINEER

2.1. Services Requiring Authorization in Advance.

If authorized by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.14, inclusive. These services are not included as part of Basic Services and will be paid for by OWNER as indicated in Section 5.

2.1.1. Preparation or review of environmental assessments and impact statements. Preparation of Construction Storm Water Permit applications and/or Storm Water Pollution Prevention plans.

2.1.2. Geotechnical investigations and soils analysis.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEERS' control.

2.1.5. Assistance in obtaining easements from individual landowners as required for construction of the project.

2.1.6. Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction with construction performed by OWNER.

2.1.7. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical engineering and customary architectural design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ENGINEER to provide such data or services

in lieu of furnishing the same in accordance with paragraph 3.4.

2.1.8. Services attributable to more prime construction contracts than specified in Section 5.

2.1.9. Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office as required by Section 1.

2.1.10. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called in paragraph 6.2.2.5.

2.1.11. Providing any type of property surveys or related engineering services needed for the transfer of interest in real property.

2.1.12. Preparation of operating, maintenance and staffing manuals to supplement Basic Services under paragraph 1.7.3.

2.1.13. Preparing to serve as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services under paragraphs 1.2.3 and 1.4.2).

2.1.14. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services.

When required by the Contract Documents in circumstances beyond ENGINEER's control, ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1. through 2.2.6, inclusive (except to the extent otherwise provided in Exhibit A "Further Description of Basic Engineering Services and Related Matters"). These services are not included as part of Basic Services. ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes

requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by Contractor(s); and services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.2.3. Services resulting from significant delays, changes or price increase occurring as a direct or indirect result of material, equipment or energy shortages.

2.2.4. Additional or extended services during construction made necessary by (1) prime construction contracts in excess of that indicated in Section 5.1.1, (2) work damaged by fire or other cause during construction, (3) a significant amount of defective or neglected work of any Contractor, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by any Contractor.

2.2.5. Services (other than Basic Services during the Operational Phase) in connection with any partial utilization of any part of the Project by OWNER prior to Substantial Completion.

2.2.6. Evaluating an unreasonable or extensive number of claims submitted by Contractor(s) or others in connection with the work.

SECTION 3-OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

3.1. Designate a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.

3.2. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and

furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

3.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

3.4. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services (except to the extent provided otherwise in Exhibit A "Further Description of Basic Engineering Services and Related Matters"), the following:

3.4.1. data prepared by or services of others including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory test and inspections of samples, materials and equipment;

3.4.2. appropriate professional interpretations of all of the foregoing;

3.4.3. environmental assessment and impact statements;

3.4.4. property boundary, easement, right-of-way, topographic and utility surveys;

3.4.5. property descriptions;

3.4.6. zoning, deed and other land use restriction; and

3.4.7. other special data or consultations not covered in Section 2; all of which ENGINEER may use and rely upon in performing services under this Agreement.

3.5. Provide property or boundary surveys required for the Project.

3.6. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

3.8. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

3.10. If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the affect thereof on the duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.

3.11. If more than one prime contract is to be awarded for construction, materials, equipment and services for the entire Project, designate a person or organization to have authority and responsibility for coordinating the activities among the various prime contractors.

3.12. Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER (such as services pursuant to paragraphs 3.7 through 3.11, inclusive and other costs of the types referred to in paragraph 1.2.6) so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.

3.13. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.14. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or

timing of ENGINEER's services, or any defect or nonconformance in the work of any Contractor.

3.15. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

3.16. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4-PERIODS OF SERVICE

4.1 The provisions of this section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto. If in Exhibit A "Further Description of Basic Engineering Services and Related Matters" specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.

4.2 Not Used

4.3. Not Used.

4.4 Not Used.

4.5 ENGINEER's services under the Final Design Phase shall be considered complete at the earlier of (1) the date when the submissions for that phase have been accepted by OWNER or (2) thirty days after the date when such submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of government authorities having jurisdiction to approve the design of the Project.

4.6. After acceptance by OWNER of the ENGINEER's Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Total Project Costs and upon written authorization to proceed, ENGINEER shall proceed with performance of the

services called for in the Bidding or Negotiation Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractor(s) (except as may otherwise be required to complete the services called for in paragraph 6.2.2.5.).

4.7. The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written recommendation by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.

4.8. The Operational Phase will commence during the Construction Phase and will terminate upon final acceptance of the project.

4.9. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

SECTION 5-PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. *Preliminary Phase.* A lump sum fee of \$12,700 for all Basic Services furnished under paragraph 1.2.

5.1.1.2. *Design and Bidding Phase.* If not more than one prime contract is awarded for construction, materials and equipment for the Project, a lump sum fee of \$36,350 for all Basic Services furnished under paragraphs 1.4 and 1.5.

5.1.1.3 *Construction Phase.* If not more than one prime contract is awarded for construction, materials and equipment for the Project, a lump sum fee of \$10,950 for all Basic Services furnished under paragraph 1.6.

5.1.1.4 *Operational Phase. Services* furnished under paragraph 1.6 shall be paid for in accordance with ENGINEER's Exhibit A "Fee Schedule".

5.1.2. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.2.1. *General.* For Additional Services of ENGINEER's principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.13.), on the basis of ENGINEER's Exhibit A "Fee Schedule".

5.1.2.2. *Professional Associates and Consultants.* For services and Reimbursable Expenses of independent professional associates and consultants employed by ENGINEER to render Additional Services pursuant to paragraph 2.1 or 2.2, the amount billed to ENGINEER therefor times a factor of 1.10.

5.1.2.3. *Serving as a Witness.* For services rendered by ENGINEER's principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding accordance with paragraph 2.1.13, as indicated by Exhibit A "Fee Schedule". Compensation for ENGINEER's independent professional associates and consultants will be on the basis provided in paragraph 5.1.2.2.

5.2. Times of Payments.

5.2.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. Other Provisions Concerning Payments.

5.3.1. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's statement therefor, the amounts due ENGINEER will be increased at the rate of 1% per month from said thirtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspended services under

this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

5.3.2. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of ENGINEER's Salary Cost times a factor of for services rendered during that phase to fated of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which, if termination is at OWNER's convenience, shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

20% if termination occurs after commencement of the Final Design Phase, but prior to commencement of the Construction Phase; or

10% if termination occurs after commencement of the Construction Phase.

SECTION 6 - CONSTRUCTION COSTS AND OPINIONS OF COST

6.1. Construction Cost.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ENGINEER, but it will not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, or will it include OWNER's legal, accounting, insurance counseling or

auditing services, or interest and financial charges incurred in connection with the Project or the cost of other services to be provided by others to OWNER pursuant to Section 3, as applicable. [Construction Cost is one of the items comprising Total Project Costs which is defined in paragraph 1.2.6.]

6.2 Opinions of Cost.

Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over the Competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase OWNER wishes greater assurance as to Total Project or Construction Costs, OWNER shall employ an independent cost estimator as provided in paragraph 3.9.

SECTION 7 - GENERAL CONSIDERATION

7.1. Termination.

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

7.2. Reuse of Documents.

All documents including Drawings and Specifications prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the

specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7.3. Insurance

7.3.1. ENGINEER shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

7.4. Controlling Law

This agreement is to be governed by the law of the principal place of business of ENGINEER.

7.5. Successor and Assigns

7.5.1. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 7.5.2. the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional

associates and consultants, as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in the Agreement to anyone other than OWNER and

ENGINEER, and all duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

8.1 The following Exhibits are attached to and made a part of this Agreement:

8.1.1. Exhibit A "Fee Schedule" consisting of 1 page.

8.2 This Agreement (consisting of pages 1 to 11, inclusive) together with the Exhibits and schedules identified above constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER:

Honorable Lynn Spruill, Mayor

City of Starkville

Address for giving notices:

110 West Main Street

Starkville, Mississippi 39759

Clearwater Consultants, Inc.

Address for giving notices:

P. O. Box 1328, 316 University Drive

Starkville, Mississippi 39760

Engineers of Record:

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

Tommy L. Kirkpatrick, Jr., P.E.
Mississippi License No. 10327

ENGINEER:

President

Clearwater Consultants, Inc. Fee Schedule - 2017

Principal/Project Manager	\$ 165.00/Hour
Project Engineer III	\$ 145.00/Hour
Project Engineer II	\$ 135.00/Hour
Engineer Intern	\$ 105.00/Hour
CAD Draftsman	\$ 85.00/Hour
RPR/Field Technician III	\$ 85.00/Hour
RPR/Field Technician II	\$ 75.00/Hour
Clerical/Admin/Data Processing	\$ 45.00/Hour
Process Design Consultant	\$ 225.00/Hour

Survey Crew w/Total Station

Two-Man	\$120.00/Hour
Three-Man	\$150.00/Hour

Travel

Auto	\$ 0.50/Mile (Auto)
Aircraft	Lower of actual cost or equivalent cost of common carrier.

Lodging & Meals	Actual Cost
Aerial Mapping	Actual Cost + 15%
<i>Other Direct Expenses</i>	Actual Cost + 15%