OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
May 1, 2018

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.

Utilities General Manager
Terry Kemp

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

Court Clerk
Shalonda Sykes

Interim Park and Recreation Director
Gerry Logan

Sanitation and Environmental Services Director
Calvin Ware

Airport Director
Rodney Lincoln

OFFICIAL AGENDA

THE MAYOR AND BOARD OF ALDERMEN

OF THE

CITY OF STARKVILLE, MISSISSIPPI

REGULAR MEETING OF TUESDAY, MAY 1, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE APRIL 13, 2018 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

MR. ALVIN TURNER – ADDITIONAL CITIZENS CONCERNS

VIII. PUBLIC HEARING

SECOND PUBLIC HEARING ON AMENDING THE CITY ALCOHOL ORDINANCE RELATING TO OPEN CONTAINERS FOR SPECIAL EVENTS

IX. MAYOR'S BUSINESS

X. BOARD BUSINESS

A. CONSIDERATION OF APPROVING THE AMENDMENT TO THE CITY ALCOHOL ORDINANCE RELATING TO OPEN CONTAINERS FOR SPECIAL EVENTS.

B. CONSIDERATION OF CONTRACT PROPOSALS FOR AMBULANCE SERVICES TO BE HOUSED, SUPERVISED AND DISPATCHED IN THE CITY OF STARKVILLE FIRE STATIONS

C. CONSIDERATION OF ESTABLISHING AN EMS DISTRICT FOR THE STARKVILLE FIRE DEPARTMENT IN THE CITY LIMITS.

D. DISCUSSION AND CONSIDERATION OF CALLING FOR A PUBLIC HEARING TO CONSIDER AN ORDINANCE PERTAINING TO PARKING IN RESIDENTIAL AREA

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 THAT 307 APPLE STREET PROPERTY IS OUT OF COMPLIANCE WITH CITY CODE AND THAT THE BOARD HOLD A PUBLIC HEARING PURSUANT TO MISS. CODE ANN. 21-19-11 DURING ITS REGULAR MEETING ON JUNE 6, 2018, WITH NOTICE TO BE PROVIDED PURSUANT TO THE STATUTE, FOR THE PURPOSE OF DETERMINING WHETHER PARCEL 118P-00-116.00, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY.

b. CONSIDERATION OF VA 18-01: A REQUEST FOR VARIANCE RELIEF FROM REAR AND SIDE SETBACK REQUIREMENTS LOCATED AT 400 LAUREL HILL DRIVE IN AN R-1 ZONE WITH THE PROPERTY #106D-00-158.21.

c. CONSIDERATION OF CU 18-02: A REQUEST FOR CONDITIONAL USE TO ALLOW FOR AN ACCESSORY DWELLING UNIT AT 400 LAUREL HILL DRIVE IN AN R-1 ZONE WITH THE PARCEL NUMBER 106D-00-158.21.

d. CONSIDERATION OF A SPECIAL EVENT REQUEST BY STARKVILLE MAIN STREET ASSOCIATION TO HOLD THE ANNUAL KING COTTON CRAWFISH BOIL MAY 11, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

C. COURTS

1. CONSIDERATION TO ALLOW COURT CLERK SHALONDA SYKES TO ATTEND THE MUNICIPAL COURT SUMMER TRAINING PROGRAM IN BILOXI, MS FROM JUNE 24 THROUGH JUNE 26, 2018 WITH ADVANCE TRAVEL NOT TO EXCEED $580.00.

D. ENGINEERING

1. CONSIDERATION OF ACCEPTING THE LOWER QUOTE OF $9,000 FOR 2018 DITCH SPRAYING PROJECT FROM CHEM PRO SERVICES.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF APRIL 25, 2018 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, 21-39-9, 21-39-17 AND 21-15-21.

2. REQUEST APPROVAL OF FY 18 BUDGET ADJUSTMENTS.

3. CONSIDERATION OF STANDARD THREE YEAR OUTDOOR SIREN SYSTEM MAINTENANCE AGREEMENT WITH PRECISION COMMUNICATIONS, INC.

4. CONSIDERATION OF RE-ADVERTISING FOR REQUESTS FOR QUOTES FOR PROPERTY, VEHICLE AND EQUIPMENT INSURANCE SERVICES.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

1. CONSIDERATION TO HIRE RICKY WILLIAMS, NICK SHUMAKER AND DETRICK SANDERS AS PART-TIME CERTIFIED FIREFIGHTERS IN THE STARKVILLE FIRE DEPARTMENT.

2. REQUEST AUTHORIZATION TO HIRE DYLAN DAVIS AS A CERTIFIED FIREFIGHTER, IN THE STARKVILLE FIRE DEPARTMENT AND REQUEST AUTHORIZATION TO HIRE AND RETAIN CANDIDATES FROM THE SELECTION PROCESS, HELD ON APRIL 26, 2018 FOR CONSIDERATION TO FILL ANY ADDITIONAL VACANT POSITIONS IN THE FIREFIGHTER CLASSIFICATION DUE TO RETIREMENTS, TERMINATIONS, OR APPROVED ADDITIONS TO THE FIRE DEPARTMENT WITHIN A PERIOD OF 90 DAYS.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

1. CONSIDERATION TO ALLOW CORPORAL JOSH WILSON, TO ATTEND THE SSGT FIREARMS INSTRUCTOR COURSE MAY 6 – 11, 2018, IN JONESBORO GA, AT A TOTAL COST OF $1505.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION TO AWARD AND COMPLETE CONTRACT FOR S&S LINE SERVICE, INC. FOR TREE-TRIMMING AND REMOVAL SERVICES.

2. CONSIDERATION TO PURCHASE AT STATE CONTRACT PRICE OF $23,467.00 OR BETTER, ¾ TON, CREW CAB, 2WD, TO REPLACE TRUCK #65 AT THE WATER DIVISION AND AUTHORIZE THE SALE OF TRUCK #65, 2003 FORD F-350, 1FT5W30592EB58403.

XII. <u>CLOSED DETERMINATION SESSION</u>

XIII. <u>OPEN SESSION</u>

XIV. <u>EXECUTIVE SESSION</u>

A. LAND ACQUISITION

B. PENDING LITIGATION

XV. <u>OPEN SESSION</u>

XVI. <u>RECESS UNTIL MAY 15, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.</u>

AGENDA ITEM: MINUTES
CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 5-1-18
RECOMMENDATION FOR BOARD ACTION **PAGE:** l of 3

SUBJECT: Request approval of the minutes of the April 13, 2018 work session 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 April 13, 2018 work session 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
April 13, 2018

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, April 13, 2018 at 12:00 p.m. in the second floor conference room of City Hall located at 110 West Main Street, Starkville, MS. Present were Mayor D. Lynn Spruill, Aldermen Sandra Sistrunk, David Little and Jason Walker. Attending the Board were Attorney Chris Latimer and City Clerk / CFO Lesa Hardin.

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

Fire Chief Charles Yarbrough presented a proposal to establish an EMS District / Ambulance Service in the City limits of Starkville. Representatives of Pafford EMS Services were present to answer any questions.

During the work session, the Mayor and Board discussed items on the upcoming April 17, 2018 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE ________ DAY OF ______________________ 2018.

____
MAYOR D. LYNN SPRUILL

Attest:

____
LESA HARDIN, CITY CLERK

Seal

WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI
APRIL 13, 2018
12:00 p.m.

A. CALL THE MEETING TO ORDER

B. DISCUSSION OF ESTABLISHING AN EMS DISTRICT / AMBULANCE SERVICE IN THE CITY LIMITS OF STARKVILLE.

C. DISCUSSION OF THE AGENDA ITEMS FOR THE APRIL 17, 2018, RECESS MEETING OF THE BOARD OF ALDERMEN FOR THE CITY OF STARKVILLE.

D. ADJOURN MEETING

THERE WILL BE A WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN ON FRIDAY, APRIL 13, 2018 AT 12:00 PM IN THE STARKVILLE CITY HALL LOCATED AT 110 WEST MAIN STREET IN THE SECOND FLOOR CONFERENCE ROOM

The public and media are invited to attend.

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

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Aldermen
AGENDA DATE: 5-1-2018
PAGE: 1

SUBJECT: Consideration of approving the amendment to the City Alcohol Ordinance relating to open containers for special events.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT:

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION: Move approval of the amendment to the City Alcohol Ordinance relating to open containers for special events.

ldh

ORDINANCE NUMBER 2018-__

AN ORDINANCE AMENDING THE CITY'S ORDINANCE RELATED TO ALCOHOLIC BEVERAGES TO ALLOW FOR OPEN CONTAINERS OF BEER AND LIGHT WINE ON PUBLIC PROPERTY IN CONNECTION WITH SPECIAL EVENTS AND FESTIVALS APPROVED BY THE STARKVILLE BOARD OF ALDERMEN

WHEREAS, in 1977, the City of Starkville, Mississippi (the "City") adopted an ordinance governing alcoholic beverages pursuant to Miss. Code Ann. § 67-1-1, *et seq.* (1972, as amended) and Miss. Code Ann. § 67-3-1, *et seq.* (1972, as amended);

WHEREAS, in 2005, the City amended its alcoholic beverage ordinance to prohibit open containers of beer or light wine on public property;

WHEREAS, since 2005, the City has grown into a desired and premiere location for outdoor special events and festivals;

WHEREAS, the allowance of open containers of beer and light wine at outdoor special events and festivals would promote quality of life and economic development in the City and increase the common good and general welfare of its citizens; and

WHEREAS, the Mayor and Board of Aldermen find that it is in the best interest of the City of Starkville to amend its City Ordinance, Chapter 10, Article II, Sec. 10-41, to allow open containers of beer and light wine on public property in connection with outdoor special events and festivals that are expressly approved by the Starkville Board of Aldermen.

NOW THEREFORE, BE IT ORDAINED, by the Mayor and Board of Aldermen of the City of Starkville that City Ordinance Chapter 10, Article II, Sec. 10-41, is amended as follows (with amendments in italics):

Sec. 10-41 - Open Containers Prohibited on Public Property

(a) It shall be unlawful for any person to possess an open container of beer or light wine on public property, including buildings, parking lots, sidewalks, streets, and parks within the municipal boundaries of the City of Starkville.

(b) Notwithstanding the foregoing, it shall be lawful for any person to possess an open container of beer or light wine on public property within the boundaries of an outdoor special event or festival expressly approved by the Starkville Board of Aldermen upon written application.

This Ordinance shall amend the City of Starkville duly adopted Code of Ordinances, Chapter 10, Alcoholic Beverages, Article II, Section 10-41.

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

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

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

ORDAINED AND ADOPTED, this the ____ day of _________, 2018 at the meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi.

____
D. LYNN SPRUILL, Mayor
City of Starkville, Mississippi

____
LESA HARDIN, City Clerk
City of Starkville, Mississippi

AGENDA ITEM DEPT.: Fire Department

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 05-1-18**
RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration to establish an EMS District/ Ambulance Service in the city limits with ambulances to be housed, supervised and dispatched from the SFD Stations.

AMOUNT & SOURCE OF FUNDING :

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Fire Department

DIRECTOR'S AUTHORIZATION: Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-769-3048

SUGGESTED MOTION: Move approval to establish an EMS District/ Ambulance Service in the city limits with ambulances to be housed, supervised, and dispatched from the SFD Stations.

RESOLUTION OF THE CITY OF STARKVILLE, MISSISSIPPI ESTABLISHING AN EMERGENCY MEDICAL SERVICE DISTRICT

WHEREAS, under Mississippi Code Section 41-59-51, the governing authority of a municipality may act separately to establish an emergency medical service district. This statute allows the city to provide hospital care and ambulance services for an area composed of all or part of their jurisdiction; and

WHEREAS, Mississippi Code Section 41-59-53 outlines the procedure for establishing such a district. It states that the governing body shall announce its intent to establish an EMS district by describing the following:

- The defined area to be served.
- The emergency medical services to be provided.
- The allocation of any expenses for such services.
- The participating subdivisions.
- The form of administration for the district.
- The resolutions adopted by all participants to establish the district; and

WHEREAS, the City of Starkville, hereby announces its intent to establish an EMS District and further describes and declares that:

- The defined area to be served shall encompass the corporate boundaries of the City of Starkville now and hereafter existing;
- The emergency medical services to be provided shall include and consist of basic and advanced life support ambulance services and related emergency services;
- The allocation of any expenses for such services shall be exclusively to the City of Starkville, Mississippi;
- The participating subdivision shall be the City of Starkville, Mississippi;
- The form of administration for the district shall be the City of Starkville, Mississippi by and through its designated Emergency Services Coordinator. In conjunction therewith, the Emergency Services Coordinator will develop protocols and the City of Starkville, Mississippi will enter into an Advanced Life Support Ambulance Service agreement with a qualified provider which will address and include but not be limited to the following:

    - Manpower.
    - Training.
    - Communication.
    - Transportation.
    - Facilities.
    - Critical care units.

- Public safety agencies.
- Consumer participation.
- Access to care.
- Patient transfer.
- Coordinated patient recordkeeping.
- Public information and education.
- Review and evaluation.
- Disaster plan.
- Mutual aid; and

WHEREAS, functioning as a properly created EMS district under Mississippi Code Section 45-59-51, Mississippi Code Section 41-59-57 authorizes the City of Starkville, Mississippi to receive and expend funds from any source for the proper use and manner provided by law for municipalities. Mississippi Code Section 41-59-59 also allows EMS districts to borrow funds in anticipation of tax receipts otherwise provided by law; and

WHEREAS, under the Bureau of Emergency Medical Services (BEMS) regulations (Rule 8.1.1) Emergency Medical Service Operating Funds (EMSOF) applicants are restricted to municipalities and EMS districts formed under the Mississippi Codes previously listed; and

WHEREAS, to expend EMSOF monies, Rule 8.1.2 requires governmental units to have expended from local funds directly to the ambulance service, at minimum, an amount equal to or greater than $0.15 per capita, with population computed from the most current federal census, in the year the EMSOF was collected; and

WHEREAS, in order to receive EMSOF funding, Rule 8.2.1 requires qualified municipalities and EMS districts to apply before October 1 of the year they plan to request such funding. EMSOF applications must be received by the BEMS by 5:00 p.m. on the second Friday of November each year. Rule 8.2.2 requires that applications for EMSOF must have satisfactory proof of the maintenance of the funding effort by the governmental unit in the form of a line item budget of local fund expense for ambulance in the fiscal year in which EMSOF funds were collected. Other applicable EMSOF funding application rules include:

- Rule 8.2.3 requires proof of input from the municipality/EMS district's ambulance service provider and evidence of such collaboration through a memorandum or letter of support for the application from the licensed ambulance service provider.
- Rule 8.2.5 requires EMSOF applicants to attend an "EMSOF grantee meeting" to be held in their public health region before grant approval.

- Rule 8.2.4 requires the mayor of the participating municipality to sign the EMSOF application; and

WHEREAS, once funded, Rule 8.2.6 requires that all EMSOF monies be deposited into the city's treasury and that items purchased through EMSOF be done so in the name of the city. In addition to following the existing rules for the purchasing, inventory and disposal of EMSOF items, a sticker that states "<u>This equipment purchased by the citizens of the State of Mississippi</u>" shall identify equipment purchased with such funds; and

WHEREAS, Rule 8.3.1 states that EMSOF expenditures must be used for improvements in the Bureau of Emergency Medical Services regulated Emergency Medical Services and may **not be used for operating expenses**. All EMSOF funds must be expended or escrowed by the end of the local fiscal year in which the EMSOF funds were disbursed to the city. Under this rule, the city may escrow EMSOF monies by depositing the funds in an interest-bearing account in accordance with Miss. Code Ann. Section 27-105-1. Escrowed funds can be used only in accordance with the provisions of the EMSOF grant and held no more than three (3) years. Escrow funds not fully expended by the end of the fourth grant year must be returned to the State. All interest posted must be reported and expended consistent with BEMS regulations; and

WHEREAS, the city must maintain a detailed justification for all EMSOF expenditures or funds escrowed, indicating their compliance with purchasing laws and regulations, as well as how they improved local emergency medical services. While EMSOF monies can be used to the direct benefit of a Mississippi Licensed Ambulance Service including training, medical supplies, and medical equipment used by local first responders, they cannot be used for the following EMS support services:

- Local fire service rescue operations.
- Hospital equipment or supplies.
- Personnel expenses not defined under Rule 8.3.2 for the first year of EMS/Ambulance operations; and

WHEREAS, under Rule 8.3.4 (Training) EMSOF may be used for initial training or continuing education of EMS Drivers, EMT-Basic, EMT-Intermediate, or EMT-Paramedic and re-certification of Medical First Responders. However, EMSOF may not be used for the initial training of first responders; and

WHEREAS, under Rule 8.3.5, EMSOF may be used for the purchase of commodities that improve local Emergency Medical Services. EMSOF may not be used to purchase any commodities that will be billed to a patient. Rule 8.3.6

(Equipment) notes that EMSOF may be used to purchase equipment or capital outlay items that improve local Emergency Medical Services. Such EMSOF equipment must appear on the city's inventory and be accounted for in accordance with State of Mississippi property inventory laws, rules and regulations; and

WHEREAS, **BEMS APPENDIX 5 – EMERGENCY TRANSPORT TO MEDICAL FACILITIES** provides that Emergency Ambulance Transport To Medical Facilities Patients who are transported under the direction of an emergency medical service system should be taken whenever possible to an in hospital facility that meets the Emergency Care Guidelines of the American College of Emergency Physicians; and

WHEREAS, the EMS Medical Control Authority should have the discretion to authorize transport to non-in hospital medical facilities that meet the Emergency Care Guidelines under that extraordinary circumstance when lack of timely availability of such an in hospital facility necessitates earlier patient stabilization; and

WHEREAS, if an area does not have facility that meets the Emergency Care Guidelines, it may be necessary for the responsible EMS Medical Control Authority to designate some medical facility to receive patients by ambulance. The American College of Emergency Physicians strongly encourages the modification of such facilities to meet the Emergency Care Guidelines of the College, so that every area has a facility capable of providing emergency care; and

WHEREAS, BEMS regulations define a "Primary Resource Hospital" as the entity responsible for implementing the medical control design of the ALS system along with the responsibility for implementing protocols (treatment, triage, and operations) and the monitoring of program compliance by on-line medical supervision; and

WHEREAS, this hospital must be an acute general care facility equipped with voice and biomedical telemetry equipment. It should be staffed with critical care nurses and emergency physicians, or physicians under the direction and supervision of physicians totally versed and committed to emergency medicine. It must be capable of functioning as a Communications Resource as described in the section on Medical Direction and pre-hospital ALS personnel and should be able to receive medical control and direction from this facility anywhere within the district. It is also understood that this facility is responsible for overall supervision of medical directions that may be issued by other participating hospitals within the district. This hospital provides and coordinates interdisciplinary training for ALS providers within the district. The lead agency may choose to delegate or contract this responsibility to other institutions; and

WHEREAS, the City of Starkville, Mississippi in declaring its intent to create an EMS District, acknowledges all applicable statutes and regulations as provided herein, and shall insure compliance and adherence to the same by and through its EMS Coordinator; and now therefore

BE IT RESOVED that the City of Starkville, Mississippi hereby creates an EMS District comprising the current and any future expanded corporate boundaries of the City of Starkville, Mississippi in accordance with and in adherence to all applicable statutes as provided herein and otherwise applicable, and all applicable regulations as provided herein or otherwise applicable.

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

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

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this, the __ day of ________________, 2018.

City of Starkville, Mississippi

____
D. Lynn Spruill, Mayor

ATTEST:

____
Lesa Hardin, City Clerk

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Board of Aldermen
AGENDA DATE: May 1, 2018

SUBJECT:
Discussion and consideration of advertising for a public hearing to consider an ordinance pertaining to parking in residential areas.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:
N/A

AUTHORIZATION HISTORY:
N/A

REQUESTING DEPARTMENT: Board of Aldermen

DIRECTOR'S AUTHORIZATION: Alderman Patrick Miller

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:
Move approval of advertising for public hearings to consider an ordinance pertaining to parking in residential areas.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: May 1, 2018

SUBJECT:

Consideration of whether property located on tax parcel 118P-00-116.00 is a menace to the public health, safety, and welfare of the community pursuant to Mississippi Code Ann. 21-19-11.

Parcel: 118P-00-116.00 Address: 307 Apple Street

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Given that the subject property is out of compliance with City Code, I move that the Board hold a public hearing pursuant to Miss. Code Ann. 21-19-11 during its regular meeting on June 6, 2018, with notice to be provided pursuant to the statute, for the purpose of determining whether parcel 118P-00-116.00, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community.

307 Apple St

Parcel #

118P-00-116.00

Property Owner

McDonald Eliza Davis

Tax Card Address:

307 Apple Streeet Starkville, MS 39759

Code Offenses

MS 21-19-11 Dilapidated Structure

Starkville 54-52 (1, 3 & 4) (Unhealthy and unsafe conditions)

Starkville 54-53 (Creation or maintenance of a nuisance)

IPMC 108.1.1 (Unsafe structures)

IPMC 108.1.3 (Structure unfit for human occupancy)

IPMC 108.1.5 (7) (Dangerous structure or premises)

4/24/18 update

No clean up progress has been made. Notification letter was returned to sender.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: May 1, 2018

SUBJECT:

Discussion and Consideration of VA 18-01 a request Variance relief from rear and side setback requirements located at 400 Laurel Hill Drive in an R-1 zone with the property #106D-00-158.21

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

David Cole is requesting a Variance from side and rear setback requirements for a proposed conversion of an accessory structure to an accessory dwelling unit. The applicant currently has an existing accessory structure (shed) located in the backyard of his residence. The applicant would like to modify the existing structure to an accessory dwelling to allow family to stay in the structure while they are visiting. Accessory structures do not have setback requirements for rear and side yard. An accessory dwelling has to meet the rear and side setback requirements. The existing structure is approximately two feet off the rear and side property line. The applicant is requesting relief of 33' on the rear setback and 8' on the side yard setback. A conditional use will also be required to locate an accessory dwelling on the property. On March 28, 2018, The Board of Adjustments and Appeals voted to recommend approval of this variance request with the one recommended condition.

Recommended Condition by the Board of Adjustments and Appeals:

1. Approval of the Conditional Use request for accessory dwelling unit is required.

REQUESTING DEPARTMENT: Community Development

DIRECTOR'S AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of VA 18-01 to allow for a variance from side and rear yard setbacks for an accessory dwelling unit at 400 Laurel Hill Drive with one condition.

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 18-01 Request by David Cole for Variance relief from rear and side setback requirements located at 400 Laurel Hill Drive in an R-1 zone with the property #106D-00-158.21
Date:	March 28, 2018

The purpose of this report is to provide information regarding a Variance Request by David Cole for a variance from rear and side setbacks located at 400 Laurel Hill Drive in an R-1 zone with the property #106D-00-158.21. Please see attachments 1- 3.

PROPOSED USE & BACKGROUND:

The applicant currently has an existing accessory structure (shed) located in the backyard of his residence. The applicant would like to modify the existing structure to an accessory dwelling to allow family to stay in the structure while they are visiting. Accessory structures do not have setback requirements for rear and side yard. An accessory dwelling has to meet the rear and side setback requirements. The existing structure is approximately two feet off the rear and side property line. The applicant is requesting relief of 33’ on the rear setback and 8’ on the side yard setback. A conditional use will also be required to locate an accessory dwelling on the property. The applicant will be attending the April 10 Planning and Zoning meeting to request a conditional use. If the request for Variance and Conditional Use are recommended for approval, the applicant’s requests will be heard by the Board of Aldermen at the May 1, 2018 meeting.

NOTIFICATION:

27 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 March 13, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received two phone calls and one email requesting information about the request.

VARIANCE REQUESTS FROM:

1. Appendix A- Zoning, Article VII.- District Regulations, Sec. C. - R-1 residence zoning district regulations, 3(d) and 3(e).

These [R-1 residential] districts are intended to be composed mainly of single-family residential properties along with appropriate neighborhood facilities, with their character protected by requiring certain minimum yard and area standards to be met. [The following regulations apply to R-1 districts:]

1. See chart for permitted uses.

2. *See chart for uses which may be permitted as a special exception.*
3. *Required lot area and width, yards, building areas and height for residences:*
   (a) Minimum lot area: 10,000 square feet.
   (b) Minimum lot width at the building line: 75 feet.
   (c) Minimum depth of front yard: 30 feet.
   (d) Minimum depth of rear yard: 35 feet.
   (e) Minimum width of each side yard: Ten feet.
   (f) Maximum height of structure: 45 feet.
4. *Off-street parking requirements: See article VIII of this ordinance for requirements for other uses.*

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.

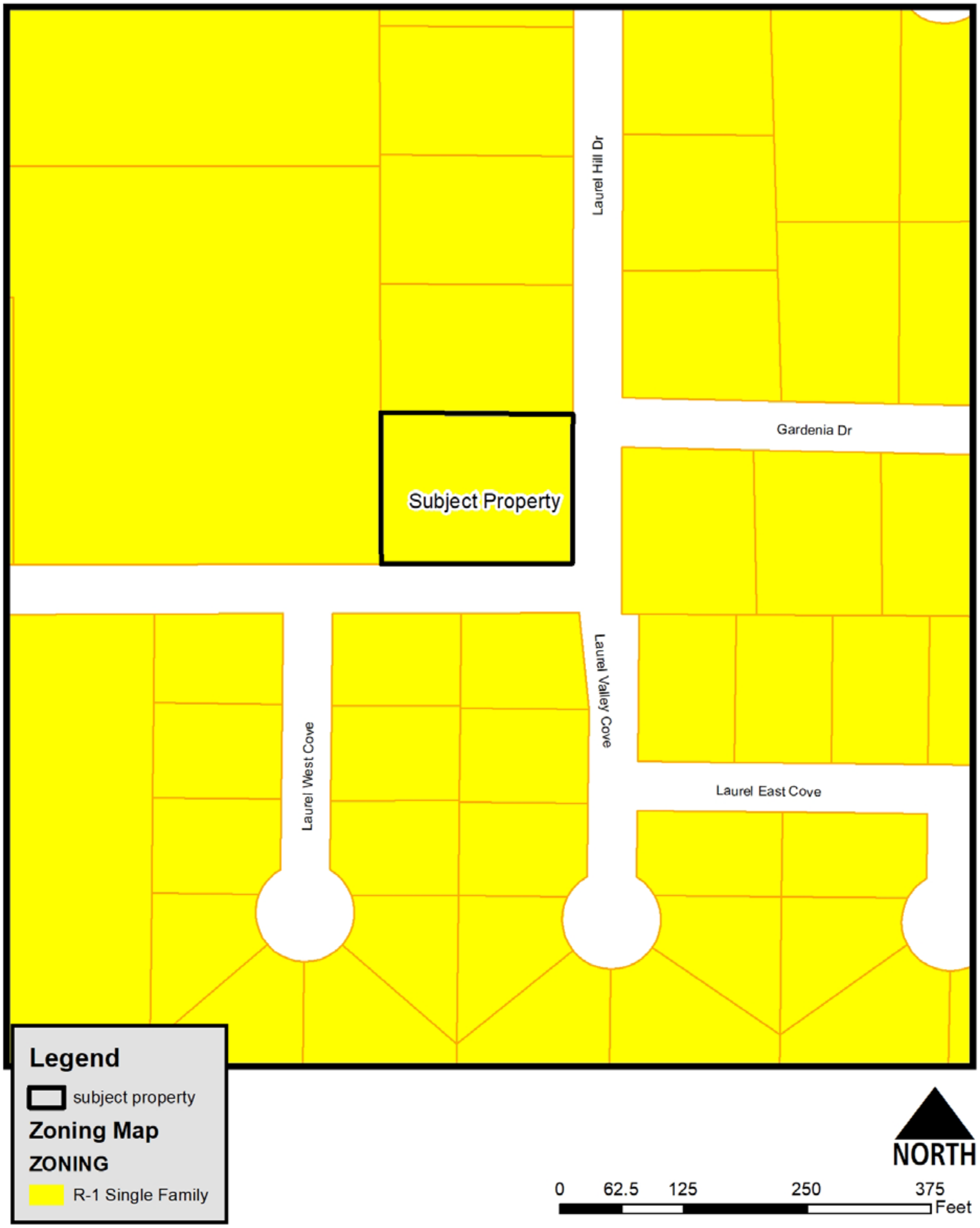
4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district. In granting any variance, the board of adjustments and appeals shall have the authority to prescribe appropriate 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 18-01- Aerial

Attachment 2

VA 18-01- Zoning



Attachment 3- Picture

View of existing structure

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** May 1, 2018

RECOMMENDATION FOR BOARD ACTION **PAGE:** Page 1 of 8

SUBJECT:

Discussion and Consideration of CU 18-02 a request for Conditional Use to allow for an accessory dwelling unit at 400 Laurel Hill Drive in an R-1 zone with the parcel number 106D-00-158.21

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

David Cole is requesting a Conditional Use to allow an accessory dwelling unit to be used in rear yard of a lot located at 400 Laurel Hill Drive. The property is zoned R-1 zone and in order to construct a "Accessory dwelling unit", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. The subject structure has existed for many years and the applicant desires to place a bedroom and bathroom in the existing building. On April 10, 2018, The Planning and Zoning Commission voted 6 to 0 to recommend approval of this conditional use request with the one recommended condition.

Recommended Condition by the Planning and Zoning Commission:

1. No rental of the structure including game day rental.

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 18-02 to allow for an accessory dwelling unit at 400 Laurel Hill Drive with 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 18-02 Request for Conditional Use to allow for an Accessory Dwelling Unit at 400 Laurel Hill Drive in an R-1 Zone with the parcel number 106D.00.158.21
Date:	April 10, 2018

The purpose of this report is to provide information regarding Conditional Use Request by David Cole to allow for an Accessory Dwelling Unit located at 400 Laurel Hill Drive in an R-1 Zone with the property #106D.00.158.21. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicant is seeking a Conditional Use to covert a shed (accessory structure) into a bedroom with a bathroom (accessory dwelling). The applicant's intended use is for extra space for relatives to stay in while visiting from out of town. The applicant has stated that there are no intentions on expanding the existing structure or altering the exterior. Electrical service for the current structure is separately metered from the house. The structure is located approximately 3 feet from the rear and side property line. With its current use classification of accessory structure, there is no violation of the setback requirements. With the proposed use of accessory dwelling, a variance from rear and side setbacks is required. On March 28, 2018 the Board of Adjustments and Appeals recommended a variance from side and rear setback requirements with the condition that Conditional Use is approved by the Board of Aldermen. The property is zoned R-1 and in order to convert the existing structure into an "Accessory Dwelling", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart.

Scale and intensity of use.

The applicant has stated that there will be no expansion of the existing structure. Therefore, no change in current scale of the structure. The intensity of use of the structure will change when the structure is occupied.

On- or off-site improvement needs.

There are no off-site improvements being proposed. As part of the building permit application, all plans for the conversion of the structure will be reviewed by City staff prior 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

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

Direction	Zoning	Current Use
North	R-1	Single Family Residential
East	R-1	Single Family Residential
South	R-1	Single Family Residential
West	R-1	Single Family Residential

ALLOWED USES UNDER THE PERMITTED (PU) AND CONDITIONAL USE(CU) CHART FOR R-1

Residential:
Accessory dwelling unit (CU), Bed & Breakfast Inn (CU), Dwelling live/work (PU), dwelling single-family detached (PU)

Public & Institutional:
Community Services (CU), Family Child Care (CU), Educational Facilities (CU), Government Facilities (CU), Parks and Recreation Active (CU), Parks and Recreation Passive (PU), Places of Worship (CU), Public Spaces (CU)

NOTIFICATION
27 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 March 13, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received 2 phone calls against the request and 3 phone calls requesting information about the 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 an Accessory Dwelling could be considered a compatible use with adjacent properties. The property is currently zoned R-1. The 2016 Comprehensive plan has the areas placetype listed as Suburban Single Family.

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

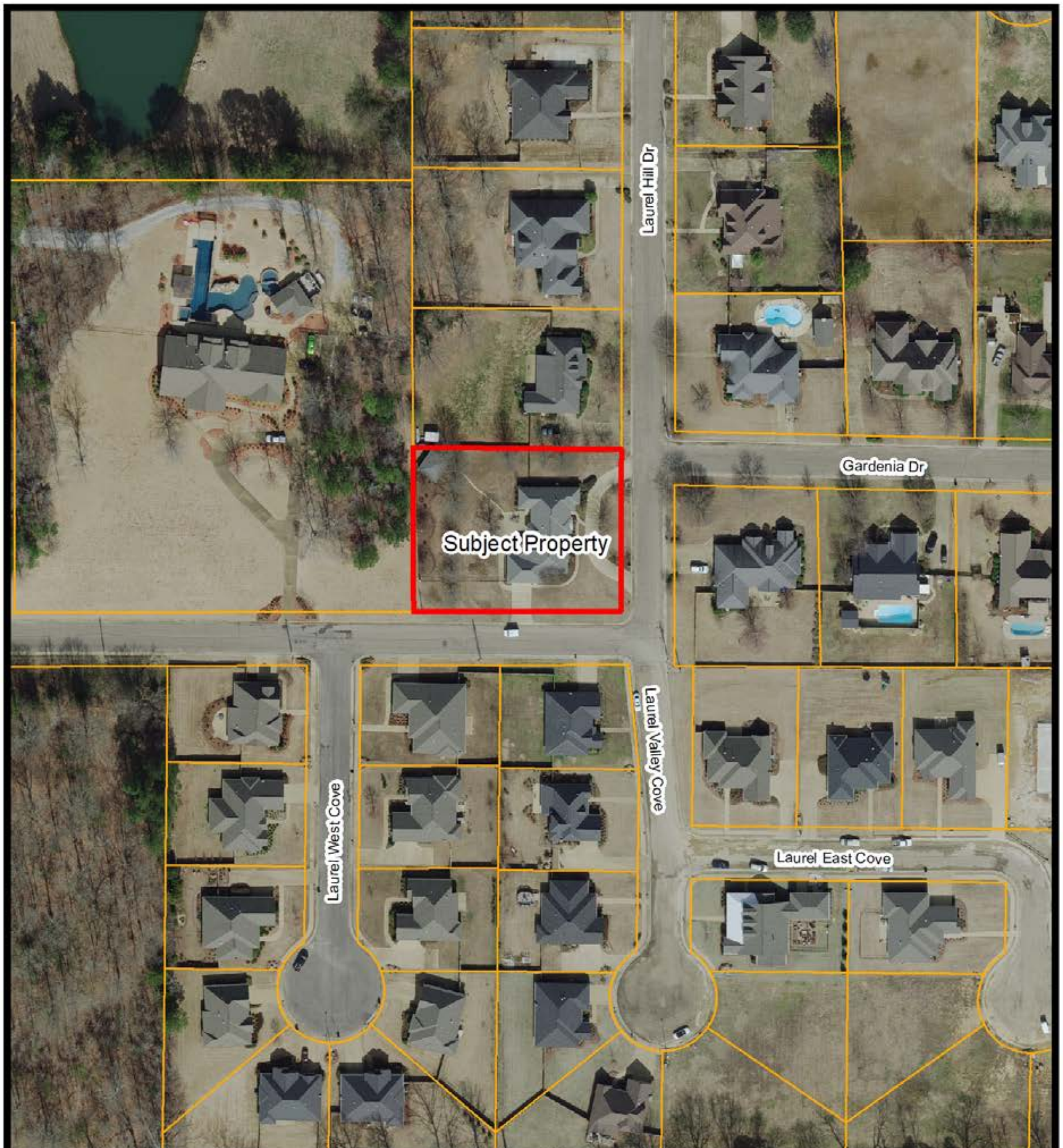
5. **Compliance with applicable laws and ordinances.** The applicant is responsible for obtaining all the property permitting required by City and State and will be required to obtain a Certificate of Occupancy prior to use.

Requested Conditions by Planning and Zoning Commission:

1. The applicant shall have six months from time of Conditional Use approval to obtain a building permit.
2. The structure shall never be used as either short term or long-term rental.

Attachment 1

CU 18-01- Aerial



Legend

Parcels2017_Clip2

subjectproperty_Buffer14

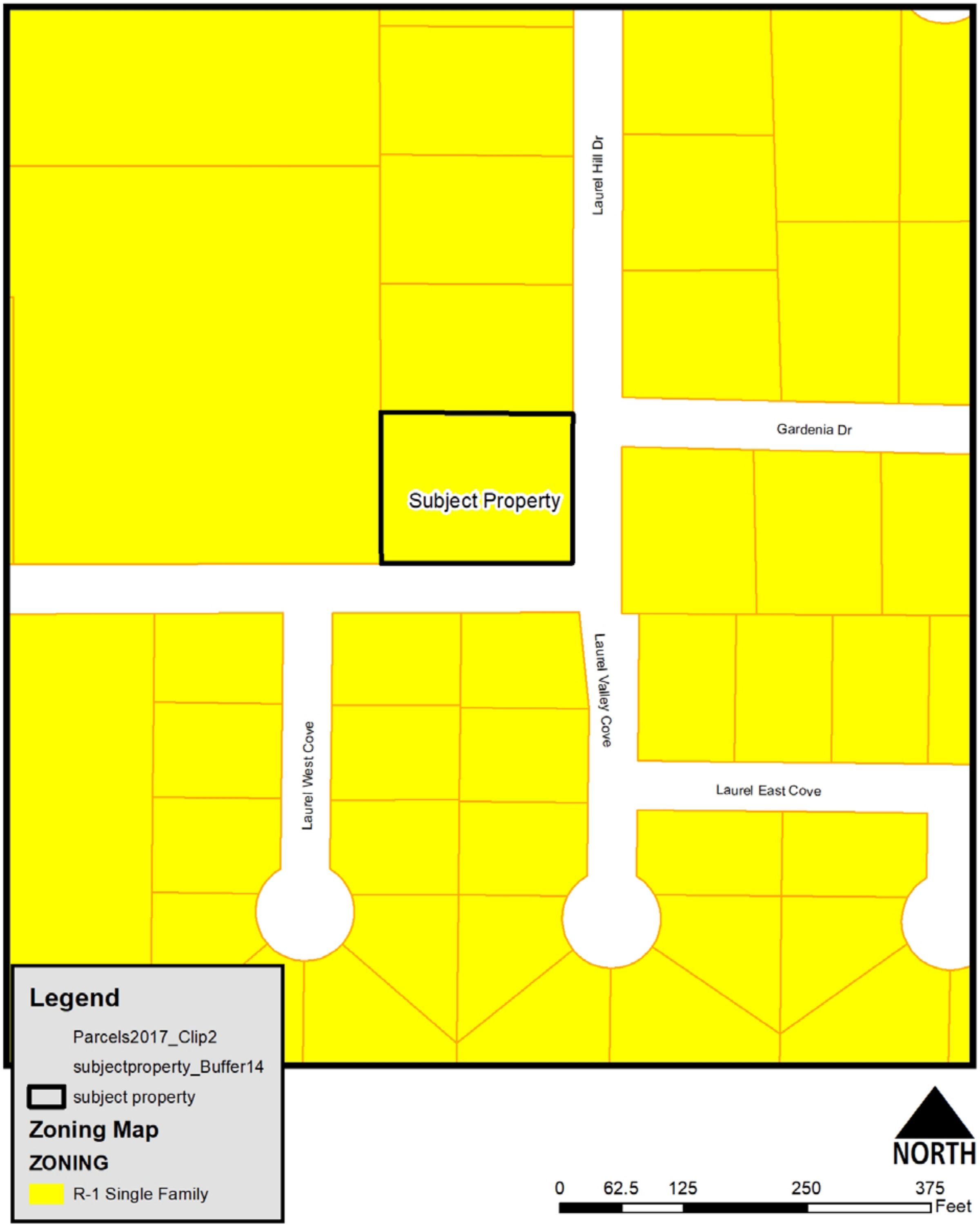
subject property

NORTH

0 62.5 125 250 375 Feet

Attachment 2

CU 18-01- Zoning



Attachment 3

View of existing structure

Attachment 4- Letter of Support submitted at P&Z on 4-10-18

April 4, 2018

Planning and Zoning Commission
City Hall
110 West Main Street
Starkville, MS 39759

To the Planning and Zoning Commission:

As a resident of Greenbriar Subdivision in Starkville, MS for the past 17 years, our family has been very concerned about the construction and new development that impacts our property value. We are always grateful to see homeowners and city government doing necessary actions to protect our real estate values. I would like to address Permit CU-18-01 and voice a public vote of support for David and Gina Cole at 400 Laurel Hill. We were pleased to see other people move into Starkville and Greenbriar that have the same goals for upgrading facilities. David and Gina are assets to Starkville and Greenbriar. The changes that they are making to their property are upgrades that we support and encourage.

Thank you!

Michael & Carol Ball
206 Brook Ave
Starkville, MS 39759

AGENDA ITEM DEPT.: Community Dev.- Planning

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** May 01, 2018

RECOMMENDATION FOR BOARD ACTION **PAGE:** Page

SUBJECT:

A Special Event request by Starkville Main Street Association to hold the annual King Cotton Crawfish Boil and have City participation with in-kind services.

Beer will be sold at the event with cost included in tickets.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is $3030.00 with the funding being indirectly associated with the cost of city services from five departments.

Estimated costs of the City's in-kind services:

Police Department	$ 2050.00
Sanitations	$ 630.00
Fire Department	$ 50.00
Electric Dept.	$ 150.00
Water and Sewer Dept.	$ 150.00
TOTAL	$ 3030.00

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the King Cotton Crawfish Boil and have City participation with in-kind services on May 11, 2018. The event will have a setup time of 3:00 pm and a takedown time of 11:00 pm.

REQUESTING DEPARTMENT:

DIRECTOR'S AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Move approval of the 2018 King Cotton Crawfish Boil with in-kind services to be held on May 11, 2018.

City of Starkville - Building Department
110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org
Phone: (662) 323-2525
Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name Paige Watson		**Organization Name** Starkville Main St / GSDP	
Address 200 E. Main Street		**City** Starkville **State** MS	**Zip** 39759
E-Mail Address pwatson@starkville.org		**Web Site Address** visit.starkville.org	
Telephone Number 323-3322	**Facsimile** 323-5815	**Mobile Number** 418-0924	**Pager Number**
Type of Organization [ ] Charitable [ ] For Profit Organization	[ ] Individual [ ] Non-Profit Organization (501.C3 Tax Identification #________) [✓] Other Partnership		
On-Site Contact Paige Watson		**Mobile Number for On-Site Contact** 418-0924	

EVENT INFORMATION

Event Name King Cotton Crawfish Boil		**Event Date(s)** May 11, 2018	**Time** 6-10PM
Type of Event: (check all that apply)	[ ] Carnival [✓] Concert/Performance [✓] Festival [ ] Professional Filming	[✓] Fundraiser [ ] Parade [ ] Private Gathering [ ] Reception	[ ] Run/Walk [ ] Sports/Recreational [ ] Other ________
Is this a first time event? [ ] Yes [✓] No		**If No, date of previous event** 2014-2017 **What was past attendance?** 300	
Is this event open to the public? [✓] Yes [ ] No	**Admission/Entry Fee** $20	**Estimated Total Budget** $5,000	
Proposed Area (check all that apply)	[ ] Cotton District [ ] Main Street [ ] City Park [✓] Other University Drive		
Setup: (first item to be loaded in on site) Date: 5/11/18 Time: 3PM	**Teardown:** (last item removed) Date: 5/11/18 Time: 10PM	**Estimated Attendance** Participants: 300 Spectators:	Est.# Hotel Rooms:
Known Current Sponsor(s) Clark Beverage GTR Airport		**Beneficiary(ies)** Starkville Main Street Assoc.	

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Starkville, MS 39759

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Fax: (662) 323-4143

EVENT SPECIAL FEATURES

Will sound amplification equipment be used? [√] Yes [ ] No	**If Yes, provide the following:** [ ] Recorded Music [√] Live Music [ ] Other (please describe)
If Yes, provide the following: Sound System [√] Yes [ ] No Lighting System [√] Yes [ ] No Stage [√] Yes [ ] No Dance Floor [ ] Yes [√] No	

Will the event feature food/beverage service? [√] Yes [ ] No	**If Yes, provide Current Known Vendor Names/Telephone #** Clark Beverage / Teams
Open Flames or Cooking [√] Yes [ ] No ** Please show location of cooking areas on site plan* ** Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.*	**Type of Fuel** (check all that apply) [√] Gas pots & burners [ ] Electric [ ] Charcoal [ ] Other ______

Does the event propose closing, blocking or using public streets? [√] Yes [ ] No If yes, a road closure plan complete with barricades and signage shall be submitted.	**Street:**	Closing Day/Time	Opening Day/Time
	[ ] Main Street/University		
	[ ] Russell Street		
	[√] Other University	3PM 5/11/18	" 10PM

Tents or Canopies [√] Yes [ ] No Applicable if larger than 20' x 15'	**If Yes, provide the following:** **Company** (provided)
Approximate Number of Tents/Size(s) 20 (10 X 10)	

Temporary Perimeter Fencing [ ] Yes [√] No *Indicate fence locations on site plan	**If Yes, provide the following:** **Company**
	Provide approximate dimensions of fenced area

Restrooms, Dumpsters, Sinks [√] Yes [ ] No	**If Yes, provide the following:** **Company** Liberty Portables
Other Requirements? [ ] Yes [ ] No	Number of: ______ Portables ______ ADA Portables ______ Restroom Trailers ______ Dumpsters ______ Sizes ______ Hand washing Sinks
Explain	

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Trash Collection	[√] Yes [ ] No	**Requirements:** on site - clean-up assistance - cardboard bins changed during event			
Street Sweeper	[√] Yes [ ] No				
Extra Pickups	[ ] Yes [ ] No	**Number of Workers** 2-3		**Hours** 6-10PM	

Electrical Services *Event must use a licensed electrician	[√] Yes [ ] No	**Requirements:** access to electric poles		
		Supplemental Equipment (Check all that apply)	[ ] Generator(s)	#
			[X] Light Tower(s) one from SFD	# 2

Professional Parking/Valet	[ ] Yes [√] No	**If Yes, provide the following:** **Company**		
		Number of Parking Personnel	**Hours**	**# of Cars**

Carnival/Amusement Rides and Attractions	[ ] Yes [√] No	**If Yes, provide the following:**	
		Company	
		Contact Name	**Phone**

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

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

City of Starkville - Building Department
110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org
Phone: (662) 323-2525
Fax: (662) 323-4143

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

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

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

b. Police - Block Street
e. teams cooking
l. Street closure: Univ. (east of Maxwell
o. event signage

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

Name of Insurance Agency GCM (See attached)		
Name of Insurance Agent		
Address		
City	**State**	**Zip**
Phone	**Fax**	**Policy#**

City of Starkville - Building Department
110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org
Phone: (662) 323-2525
Fax: (662) 323-4143

ATTACHMENT TO SPECIAL EVENT APPLICATION

STATE OF MISSISSIPPI

AGREEMENT TO INDEMNIFY

COUNTY OF OKTIBBEHA

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

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

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

City of Starkville - Building Department
110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org
Phone: (662) 323-2525
Fax: (662) 323-4143

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

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

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

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

AGREED:

APPLICANT/INDEMNITOR

BY: Paige Watson

TITLE: Special Events + Projects Coordinator

ATTEST:

BY: Jennifer Prater

Director of Tourism

City of Starkville - Building Department
110 West Main Street
Starkville, MS 39759

www.cityofstarkville.org
Phone: (662) 323-2525
Fax: (662) 323-4143

SPECIAL EVENT SPONSORSHIP APPLICATION
CITY OF STARKVILLE

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

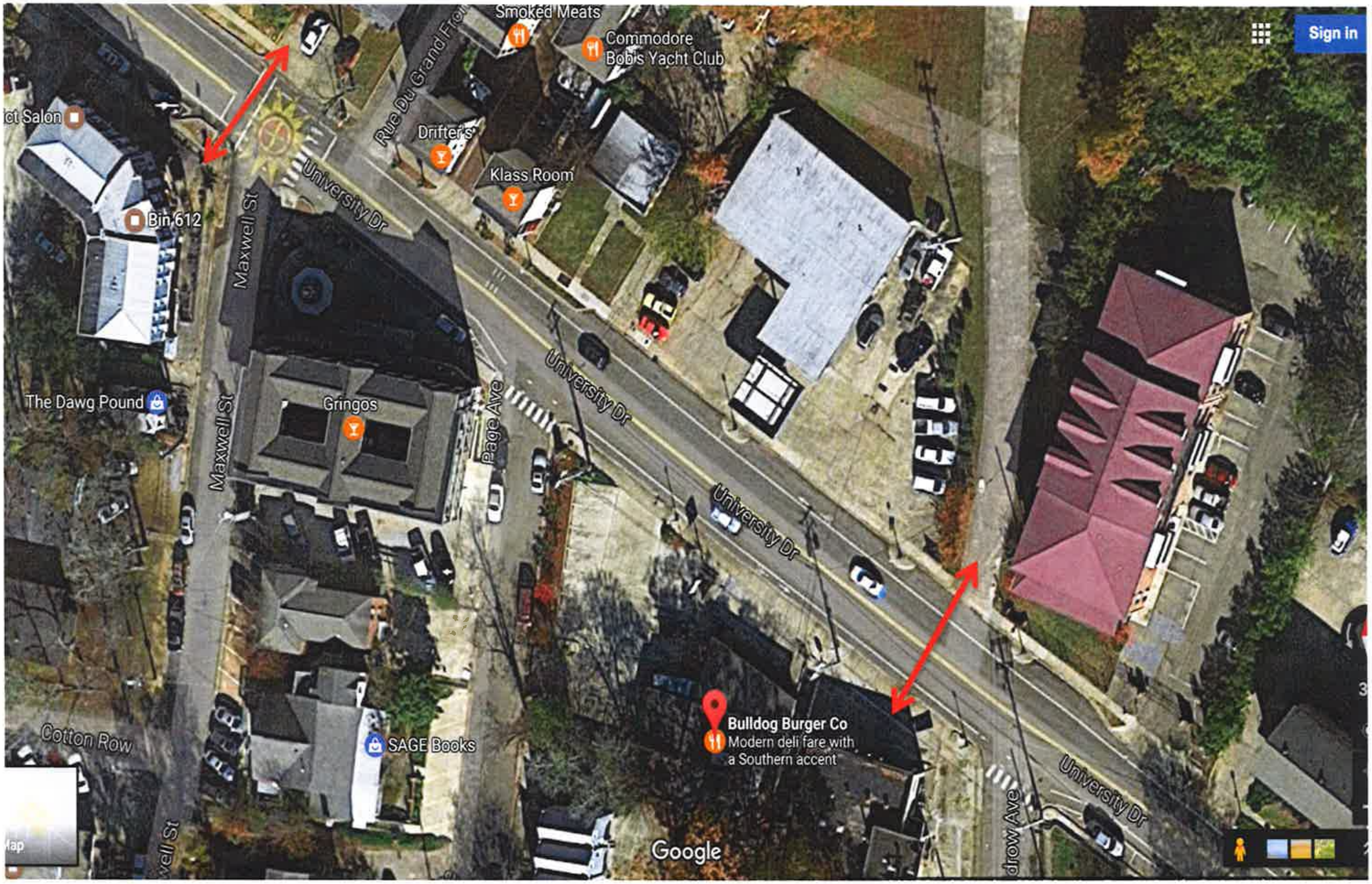
Applicant Name Paige Watson		**Organization Name** Starkville Main Street Assoc.	
Address 200 E. Main	**City** Starkville	**State** MS	**Zip** 39759
E-Mail Address pwatson@starkville.org		**Web Site Address** visit.starkville.org	
Telephone Number 323-3322	**Facsimile** 323-5815	**Mobile Number** 418-0924	

Type of Organization
[ ] Charitable
[ ] Non-profit organization (501.C3 Tax Identification # ________________)
[✓] Other Partnership

EVENT INFORMATION

Event Name	**Event Date(s)**	**Event Time**
King Cotton Crawfish Boil	5/11/18	6-10pm

Event estimated needs and justification for City funding and/or in-kind services:	Other sources of event funding:
In-kind services request: Street Closure Electrical access sanitation SFD - Light Tower Funding request in dollars:	Starkville Main Street Sponsors Ticket Sales



= Road Closure

GLOBAL INDEMNITY GROUP, INC.

PRIVACY NOTICE

We at Global Indemnity Group, Inc., which includes Diamond State Insurance Company, Penn-America Insurance Company, Penn-Patriot Insurance Company, Penn-Star Insurance Company, United National Insurance Company, and our affiliated companies and subsidiaries, are required to protect our customers' nonpublic personal financial information.

We collect your nonpublic personal financial information from the following sources:

- Information obtained from you, including information from your application, such as name, address, telephone number, social security number, assets and income.
- Information about transactions and experiences, such as your premium payment and claims history.
- Information from a consumer reporting agency, such as your credit history.

WE DO NOT DISCLOSE YOUR NONPUBLIC PERSONAL FINANCIAL INFORMATION, EXCEPT AS PERMITTED OR REQUIRED BY LAW. WE RESERVE THE RIGHT, HOWEVER, TO CHANGE THIS POLICY AT ANY TIME. SHOULD THIS POLICY CHANGE, WE WILL GIVE AFFECTED CUSTOMERS AN OPPORTUNITY TO DIRECT THAT THEIR NONPUBLIC PERSONAL FINANCIAL INFORMATION NOT BE DISCLOSED.

We maintain electronic, physical and procedural safeguards that comply with Federal regulations to protect your nonpublic personal financial information. We limit access to your nonpublic personal financial information to those employees who need to know that information to perform their job responsibilities.

We disclose nonpublic personal financial information of former customers to affiliated and nonaffiliated third parties as permitted by law.

GLOBAL INDEMNITY
GROUP, INC.

Penn-America Insurance Company®
Penn-Star Insurance Company®
Penn-Patriot Insurance Company®
United National Insurance Company®
Diamond State Insurance Company®

CLAIMS REPORTING PROCEDURES

The Member Companies of Global Indemnity Group, Inc. strive to provide quality claims service. In the event of a claim or potential claim, please submit information about the claim immediately to us. Claims can be submitted via company web site, e-mail, facsimile, phone or mail.

Information for submitting:

- Web address http://www.Unitednat.com Click on Report a Claim.
- Email address Claims@global-indemnity.com
- Fax number 610-660-8885
- Phone numbers 800-788-4780 or 610-660-8877
- Mailing address: Global Indemnity Group, Inc. / Claims
  P.O. Box 532
  Willow Grove, PA 19090

For Emergency Services after normal business hours, please call 866-765-0474.

COMMERCIAL LINES COMMON POLICY DECLARATIONS

INSURANCE IS PROVIDED BY THE COMPANY DESIGNATED BY AN "X": Stock Company

☐ **PENN-AMERICA INSURANCE COMPANY**

☒ **PENN-STAR INSURANCE COMPANY**

☐ **PENN PATRIOT INSURANCE COMPANY**

Bala Cynwyd, Pennsylvania 19004

PAV0102516
Renewal of Number

Rewrite of Number

--
State Control Number 10244538

POLICY NUMBER: PAV0140510

1. **NAMED INSURED:** GREATER STARKVILLE DEVELOPMENT
DBA:

MAILING ADDRESS: 200 East Main Street

Starkville, MS 39759

2. **POLICY PERIOD:** From September 7, 2017 To September 7, 2018 at 12:01 A.M. Standard Time at your mailing address shown above.

3. **FORM OF BUSINESS:** Other **OTHER DESC:** SPECIAL EVENTS

4. **BUSINESS DESCRIPTION:** SPECIAL EVENTS

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

5. **THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

		PREMIUM
Commercial General Liability Coverage Part	$	2,350.00
Commercial Property Coverage Part	$	NOT COVERED
Commercial Crime Coverage Part	$	NOT COVERED
Commercial Inland Marine Coverage Part	$	NOT COVERED
Professional Liability Coverage Part	$	NOT COVERED
Liquor Liability Coverage Part	$	250.00
Commercial Umbrella Coverage Part	$	NOT COVERED
Owners Contractors Protective Coverage Part	$	NOT COVERED
TRIA	$	NOT COVERED
6. **TOTAL PREMIUM PAYABLE AT INCEPTION**	$	2,600.00
Policy Fee	$	100.00
Surplus Lines Tax	$	108.00
MS Windstorm	$	81.00
Stamping Fee	$	6.75
	$	
	$	
Other:	$	
TOTAL	$	2,895.75

NOTE: This insurance policy is issued pursuant to Mississippi law covering surplus lines insurance. The company issuing the policy is not licensed by the State of Mississippi but is authorized to do business in Mississippi as a non-admitted company. The policy is not protected by the Mississippi Insurance Guaranty Association in the event of the insurer's insolvency.

7. **FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE:***

AS PER FORM S1007 (12/2000) SCHEDULE OF FORMS AND ENDORSEMENTS ATTACHED

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations.

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

Agency Code: 02499
Beasley General Agency, Inc.
409 Orchard Park
Ridgeland, MS 39157
JM 08/31/2017

By J Beasley
Authorized Representative

COMMERCIAL LINES COMMON POLICY DECLARATIONS
SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER:	NAMED INSURED:
PAV0140510	Greater Starkville Development

Form / Endorsement No. / Edition Date

COMMON POLICY

S1100	[09-16]	PENN-AMERICA COMMON POLICY DECLARATIONS
IL0017	[11-98]	COMMON POLICY CONDITIONS
IL0021	[09-08]	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
EAA203	[02-15]	MS SERVICE OF SUIT
EAA100	[01-12]	IN WITNESS CLAUSE
EAA146	[12-09]	TERRORISM EXCLUSION
S1003	[08-91]	MINIMUM EARNED PREMIUM
S2002	[08-02]	COMBINED PROVISIONS ENDORSEMENT
S2005	[06-14]	ASSAULT OR BATTERY GENERAL LIABILITY EXCLUSION
S2014	[06-03]	COMPETITION / PARTICIPATION
S2092	[07-11]	MOLESTATION OR ABUSE EXCLUSION
IL0003	[09-08]	CALCULATION OF PREMIUM
IL0985	[01-15]	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

COMMERCIAL GENERAL LIABILITY

S2000	[06-01]	GL COVERAGE PART DECLARATIONS
S2001	[10-13]	SUPPLEMENTAL GL DEC 1
CG0001	[04-13]	CGL COVERAGE FORM
CG2010	[04-13]	AI - OLC - SCHEDULED PERSON OR ORGANIZATION
CG0300	[01-96]	DEDUCTIBLE LIABILITY INSURANCE
CG2101	[11-85]	EXCLUSION — ATHLETIC OR SPORTS PARTICIPANTS
CG2107	[05-14]	EXCLUSION — ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY — LIMITED BODILY INJURY EXCEPTION NOT INCLUDED
CG2109	[06-15]	EXCLUSION - UNMANNED AIRCRAFT
CG2147	[12-07]	EMPLOYMENT RELATED PRACTICES EXCL
CG2150	[04-13]	AMENDMENT OF LIQUOR LIABILITY EXCLUSION
CG2155	[09-99]	TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION
CG2806	[01-96]	LIMITATION OF COVERAGE TO INSURED PREMISES (FOR USE WITH LIQUOR POLICIES)
CG2167	[12-04]	FUNGI OR BACTERIA EXCLUSION
CG2196	[03-05]	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2404	[05-09]	WAIVER OF TRANSFER OF RIGHTS
CG2426	[04-13]	AMENDMENT OF INSURED CONTRACT DEFINITION
S2125	[01-07]	EXCLUSION — FIREARMS AND OTHER WEAPONS
S8000	[11-97]	LIQUOR LIABILITY COVERAGE FORM DECLARATIONS
CG0033	[04-13]	LIQUOR LIABILITY COVERAGE FORM (OCCURRENCE VERSION)
CG0305	[01-96]	DEDUCTIBLE LIABILITY INSURANCE (FOR USE WITH LIQUOR POLICIES)
S8001	[06-05]	ASSAULT OR BATTERY LIQUOR LIABILITY EXCLUSION

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT CLAUSE - MISSISSIPPI

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS IN THIS POLICY

In the event of our failure to pay any amount claimed to be due hereunder, at the request of the insured, we will submit to the jurisdiction of any court of competent jurisdiction in the State of Mississippi and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder will be determined in accordance with the law and practice of such Court. We designate the Commissioner of Insurance of the State of Mississippi as our true and lawful attorney upon whom service may be made of any lawful process, any action, suit or proceeding instituted against us under this policy. We request the Commissioner of Insurance to mail such process or a true copy thereof to:

Stephen Ries, Esquire
Penn-Star Insurance Company
Three Bala Plaza East
Suite 300
Bala Cynwyd, PA 19004

In Witness Clause

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary

Executive Vice President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

This endorsement modifies insurance provided under the following:

ALL PARTS OF THE POLICY

Notwithstanding any other provision of this policy to the contrary, this insurance does not apply to any loss, cost, expense, damage, injury or economic detriment, whether arising by contract, operation of law or otherwise whether or not concurrent or in any sequence with any other cause or event, that in any way, form or manner, directly or indirectly, arises out of, results from or is caused by “terrorism”, and also including any action taken in hindering or defending against “terrorism”.

“Terrorism” means any act of force or violence or other illegal means, whether actual, alleged or threatened, by any person, persons, group, private or governmental entity or entities, or any other type of organization of any nature whatsoever, whether the identity of which is known or unknown, that appears to be for political, religious, racial, ethnic, ideological, ecological or social purposes, objectives or motives and that causes or appears to be intended to cause:

1. alarm, fright, fear of danger, concern or apprehension for public safety;
2. the interference or disruption of an electronic, communication, information or mechanical system;
3. the intimidation or coercion of the civilian population, or any governmental body; or
4. the alteration of the policies, foreign or domestic of any governmental body,

This exclusion does not affect the applicability of, and is in addition to, any exclusion of war, warlike or military action, whether or not specifically denominated as such.

Stock Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART

DECLARATIONS

POLICY NUMBER: PAV0140510

1. **NAMED INSURED:** GREATER STARKVILLE DEVELOPMENT

2. **LIMITS OF INSURANCE - INSURANCE APPLIES ONLY FOR COVERAGE FOR WHICH A LIMIT OF INSURANCE IS SHOWN.**

General Aggregate Limit (Other than Products/Completed Operations)	$ 2,000,000	
Products/Completed Operations Aggregate Limit	$ 2,000,000	
Each Occurrence Limit	$ 1,000,000	
Personal & Advertising Injury Limit	$ 1,000,000	
Damage to Premises Rented to You Limit	$ 100,000	any one premises
Medical Expense Limit	$ 5,000	any one person

3. **LOCATIONS** of all premises you Own, Rent, or Occupy

		Address	City	State	Zip
No. 1	1	Starkville	Starkville	MS	39759

4.

CLASS **		PREMIUM BASIS Code / Exposure		RATES Prod/CO	RATES All Other	ADVANCE PREMIUM Prod/CO	ADVANCE PREMIUM All Other
No. 1	Bldg 1 43424	e)	1	INCL	1.500	Included	150.00
	Exhibitions - outside - no stadiums or grandstands						
No. 1	Bldg 1 43424	e)	1	INCL	1.500	Included	175.00
	Exhibitions - outside - no stadiums or grandstands						
No. 1	Bldg 1 46590	e)	1	INCL	4.000	Included	400.00
	Parades						
No. 1	Bldg 1 43424	e)	1	INCL	1.500	Included	150.00
	Exhibitions - outside - no stadiums or grandstands						
No. 1	Bldg 1 43424	e)	1	INCL	1.500	Included	300.00
	Exhibitions - outside - no stadiums or grandstands						

** If Classifications are Numbered, the coverage applies to the corresponding Location No.

** If Classifications are Numbered, the coverage applies to the corresponding Location No.

TOTAL: $ 2,350.00

(s) gross sales - per $1000	(c) total cost - per $1000	(m) admissions - per 1000	(e) each
(p) payroll - per $1000	(a) area - per 1000 sq. ft.	(u) units	(o) other
	(t) see classification notes in company or ISO Commercial Lines Manual		

5. **Policy may be AUDITABLE**

6. **SPECIFIC GENERAL LIABILITY FORMS/ENDORSEMENTS**
   As per S1007 [12-00]

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.

Stock Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: PAV0140510

NAMED INSURED: Greater Starkville Development

NO. LOCATIONS of all premises you Own, Rent, or Occupy

NO.	CLASS		PREMIUM BASIS. Code /	Exposure	RATES Prod/ CO	All Other	ADVANCE PREMIUM Prod/ CO	All Other
1	Bldg 1	43424	e)	1	INCL	1.500	Included	300.00
	Exhibitions - outside - no stadiums or grandstands							
1	Bldg 1	43424	e)	1	INCL	1.500	Included	150.00
	Exhibitions - outside - no stadiums or grandstands							
1	Bldg 1	43424	e)	1	INCL	1.500	Included	300.00
	Exhibitions - outside - no stadiums or grandstands							
1	Bldg 1	43424	e)	1	INCL	1.500	Included	175.00
	Exhibitions - outside - no stadiums or grandstands							
1	Bldg 1	49950	e)	1	INCL	1.000	Included	50.00
	Additional Interest							

Total Premium This Page $ See Form S2000

Accumulative Total $ for Total Premium

(s) gross sales - per $1000 (c) total cost - per $1000 (m) admissions - per 1000 (e) each
(p) payroll - per $1000 (a) area - per 1000 sq. ft. (u) units

Policy may be AUDITABLE

SPECIFIC GENERAL LIABILITY FORMS/ ENDORSEMENTS

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.

Stock
Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

POLICY NUMBER: PAV0140510

NAMED INSURED: Greater Starkville Development

NO. LOCATIONS of all premises you Own, Rent, or Occupy

NO.	CLASS		PREMIUM BASIS. Code /	Exposure	RATES Prod/ CO	All Other	ADVANCE PREMIUM Prod/ CO	All Other
1	Bldg 1	49950	e)	1	INCL	1.000	Included	200.00
	Waiver of Transfer of Rights							

Total Premium This Page $ See Form S2000

Accumulative Total $ for Total Premium

(s) gross sales - per $1000 (c) total cost - per $1000 (m) admissions - per 1000 (e) each
(p) payroll - per $1000 (a) area - per 1000 sq. ft. (u) units

Policy may be AUDITABLE

SPECIFIC GENERAL LIABILITY FORMS/ ENDORSEMENTS

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

MINIMUM EARNED PREMIUM
CANCELLATIONS AND AUDITS

It is hereby understood and agreed that in the event of cancellation of coverage by the insured. the minimum earned premium under this policy shall be ____25%______ of the policy premium.

It is further understood the minimum earned premium of this policy shall be ____100%______ of the policy premium if the policy is in effect for the full term and the audit shows a lower exposure than estimated.

COMBINED PROVISIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part . Commercial Professional Liability Coverage Part
Liquor Liability Coverage Form

In consideration of the premium charged it is agreed that the following special provisions apply to this policy.

PUNITIVE DAMAGES EXCLUSION

It is part of the conditions of this policy that the Company shall not be liable for any damages awarded against an insured as punitive or exemplary damages.

ASBESTOS EXCLUSION

In consideration of the premium charged, it is hereby understood and agreed that this policy will not provide coverage, meaning indemnification or defense costs arising out of:

(A) Asbestos or any asbestos related bodily injury or property damage; or
(B) Any alleged act, error, omission or duty involving asbestos, its use, exposure, presence, existence, detection, removal, elimination, transportation, disposal or avoidance; or
(C) The use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos in any environment, building or structure.

EARTH MOVEMENT EXCLUSION

In consideration of the premium charged, it is understood and agreed that this policy specifically excludes and does not extend to or provide coverage or indemnity for any claim of liability for bodily injury or property damage caused by, resulting from, attributable or contributed to, or aggravated by the subsidence or movement of land as a result of earthquake, landslide, mudflow, earth sinking or shifting, resulting from, aggravated by or contributed to by operations of the named insured or any subcontractor of the named insured.

ASSAULT OR BATTERY
GENERAL LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM
COMMERCIAL EXCESS LIABILITY COVERAGE FORM

In consideration of the premium charge, it is understood and agreed that this insurance does not apply to liability for damages because of "bodily injury", "property damage", "personal and advertising injury", medical expense arising out of an "assault", "battery", or "physical altercation" that occurs in, on, near or away from an insured's premises:

1) Whether or not caused by, at the instigation of, or with the direct or indirect involvement of an insured, an insured's employees, patrons or other persons in, on, near or away from an insured's premises, or
2) Whether or not caused by or arising out of an insured's failure to properly supervise or keep an insured's premises in a safe condition, or
3) Whether or not caused by or arising out of any insured's act or omission in connection with the prevention, suppression, failure to warn of the "assault", "battery" or "physical altercation", including but not limited to, negligent hiring, training and/or supervision.
4) Whether or not caused by or arising out of negligent, reckless, or wanton conduct by an insured, an insured's employees, patrons or other persons.

DEFINITIONS:

For purposes of this endorsement:

"Assault" means any attempt or threat to inflict injury to another including any conduct that would reasonably place another in apprehension of such injury.

"Battery" means the intentional or reckless physical contact with or any use of force against a person without his or her consent that entails some injury or offensive touching whether or not the actual injury inflicted is intended or expected. The use of force includes but is not limited to the use of a weapon.

"Physical altercation" means a dispute between individuals in which one or more persons sustain bodily injury arising out of the dispute.

All other terms, conditions and definitions of the Policy otherwise apply.

COMPETITION/PARTICIPATION EXCLUSION

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part
Commercial Professional Liability Coverage Part
Commercial Liability Umbrella Coverage Part

In consideration of the premium charged, it is hereby understood and agreed that this policy does not provide coverage, meaning indemnification or defense costs, arising out of:

“Bodily Injury" to any person(s) while participating in any contest or exhibition of an athletic nature or sports nature, or games requiring physical strength or agility.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

MOLESTATION OR ABUSE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY
COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY
PROFESSIONAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA COVERAGE PART

This insurance does not apply to any claim or any suit brought against any insured; or any damages alleged or claimed because of "bodily injury", "property damage", "personal and advertising injury", or "professional services" arising out of, or resulting from:

1. The threatened or actual molestation or abuse of any person by:

   a. any Insured;
   b. any "executive officer", director or trustee or any Insured
   c. any "employee" of any Insured, or
   d. any "volunteer worker" for any Insured, or
   e. any other person for whom any insured may be legally liable

   Molestation or abuse includes, but is not limited to, harmful physical contact of an abusive nature, sexual action, or emotional injury resulting from harmful physical contact or sexual action. Sexual action includes, but is not limited to, interaction with a person which is objectively considered sexually oriented or motivated including physical touching; nudity; exposure to written, audio, video, or electronic material with sexual content; exposure to sexual language or behavior; requests for sexual activity; any behavior with sexual connotation or purpose whether performed for sexual gratification, discrimination, intimidation, coercion or other reason.

2. The negligent employment; investigation; supervision; reporting to the proper authorities, or failure to so report; or retention of a person for whom any insured is or ever was legally responsible and whose conduct would be excluded by paragraph 1. above.

The Company shall have no duty to defend any suit against any Insured seeking damages which would be excluded under paragraphs **1.** and **2.** above.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Starkville P O Box 907, Starkville, MS 39760	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	**Amount and Basis of Deductible** PER CLAIM	**or**	PER OCCURRENCE
Bodily Injury Liability	$		$ 250
OR			
Property Damage Liability	$		$ 250
OR			
Bodily Injury Liability and/or Property Damage Liability Combined	$		$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.

B. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or

c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:

(1) "Bodily injury";

(2) "Property damage"; or

(3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages.

With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:

   a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";

   b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or

   c. Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:

      (1) "Bodily injury";

      (2) "Property damage"; or

      (3) "Bodily injury" and "property damage" combined

   as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

C. The terms of this insurance, including those with respect to:

   1. Our right and duty to defend the insured against any "suits" seeking those damages; and

   2. Your duties in the event of an "occurrence", claim, or "suit"

   apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ATHLETIC OR SPORTS PARTICIPANTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Description of Operations:
See Policy

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect to any operations shown in the Schedule, this insurance does not apply to "bodily injury" to any person while practicing for or participating in any sports or athletic contest or exhibition that you sponsor.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – LIMITED BODILY INJURY EXCEPTION NOT INCLUDED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.p.** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 26 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph **2. Exclusions** of **Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph **2., Exclusions** of Section **I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a), (b),** or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a), (b)** or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following replaces Exclusion **c.** under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises, for consumption on your premises;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

This exclusion applies only if you:

(1) Manufacture, sell or distribute alcoholic beverages;

(2) Serve or furnish alcoholic beverages for a charge whether or not such activity:

(a) Requires a license;

(b) Is for the purpose of financial gain or livelihood;

(3) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity; or

(4) Permit any person to bring any alcoholic beverages on your premises, for consumption on your premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION WITH A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:

(a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

(b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO INSURED PREMISES

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Description and Location of "Insured Premises":
See Policy

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. This insurance only applies to damages arising out of your "insured premises".

B. The following definition is added to the DEFINITIONS Section:

"Insured premises" means:

1. The premises shown in the Schedule; and

2. Any premises you acquire during the policy period for use in manufacturing, distributing, selling, serving or furnishing alcoholic beverages if:

a. You notify us within 30 days after the acquisition, and

b. You have no other valid and collectible insurance applicable to the loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the **Definitions** Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: City of Starkville
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – FIREARMS AND OTHER WEAPONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This insurance does not apply to "bodily injury" or "property damage" arising out of firearms or other weapons.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

   □

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

SCHEDULE – PART I
Terrorism Premium (Certified Acts) $ 100.00 **This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):** PAV0140510 **Additional information, if any, concerning the terrorism premium:**
SCHEDULE – PART II **Federal share of terrorism losses** 83 **% Year: 20** 17 (Refer to Paragraph **B.** in this endorsement.) **Federal share of terrorism losses** 82 **% Year: 20** 18 (Refer to Paragraph **B.** in this endorsement.)
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part **II** of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

COMMERCIAL LINES POLICY
LIQUOR LIABILITY COVERAGE FORM
DECLARATIONS

POLICY NUMBER: PAV0140510

1. **NAMED INSURED:** Greater Starkville Development

2. **LIMITS OF INSURANCE**

Aggregate Limit	$	300,000
Each Common Cause Limit	$	300,000

3. **DESCRIPTION AND LOCATIONS** of all licensed premises you Own, Rent, or Occupy
   Starkville, Starkville, MS 39759

4.

DESCRIPTION OF HAZARDS	CODE #	PREM. BASIS	RATES	ADVANCE PREMIUM
Special Events	058161	$250	1.000	250.00

5. **Policy may be AUDITABLE**
6. **SPECIFIC LIQUOR LIABILITY FORMS/ENDORSEMENTS**

This page alone does not provide coverage and must be attached to a Commercial Lines Common Policy Declarations Page, Common Policy Conditions, Coverage Part Coverage Form(s) and any other applicable forms and endorsements.

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "injury" only if:

(1) The "injury" occurs during the policy period in the "coverage territory"; and

(2) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:

(1) Reports all, or any part, of the "injury" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "injury"; or

(3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.

2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph **(a)** above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(a)** or **(b)** above.

(2) "Property damage" to property:

(a) Owned or occupied by; or

(b) Rented or loaned;

to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

b. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.

3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – LIQUOR LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "injury" took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any "injury".

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

2. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the "injury" arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above; or

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.

6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

7. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.

8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Location See Policy

Coverage	**Amount and Basis of Deductible**	
	PER CLAIM or	PER COMMON CAUSE
Liquor Liability	$	$ 500.00

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for "injury", however caused): –

A. Our obligation under the Liquor Liability Coverage to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in the Schedule above.

B. You may select a deductible amount on either a per claim or a per common cause basis. Your selected deductible applies to the Liquor Liability Coverage and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies under Liquor Liability Coverage, to all "injuries" sustained by any one person or organization.
2. **PER COMMON CAUSE BASIS.** If the deductible amount indicated in the Schedule above is on a per common cause basis, that deductible amount applies under Liquor Liability Coverage to all damages because of "injury" as the result of the selling, serving or furnishing of any alcoholic beverage to any one person, regardless of the number of persons or organizations who sustain damages.

C. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suit" seeking those damages; and
2. Your duties in the event of an "injury", claim or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claims or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

ASSAULT OR BATTERY
LIQUOR LIABILITY EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE FORM
COMMERCIAL LIABILITY UMBRELLA

In consideration of the premium charge, it is understood and agreed that this insurance does not apply to liability for damages because of “bodily injury”, “property damage”, “personal and advertising injury”, medical expense arising out of an “assault”, “battery”, or “physical altercation” that occurs in, on, near or away from an insured’s premises:

1) Whether or not caused by, at the instigation of, or with the direct or indirect involvement of an insured, an insured's employees, patrons or other persons in, on, near or away from an insured's premises, or

2) Whether or not caused by or arising out of an insured's failure to properly supervise or keep an insured's premises in a safe condition, or

3) Whether or not caused by or arising out of any insured’s act or omission in connection with the prevention, suppression, failure to warn of the “assault”, “battery” or “physical altercation”, including but not limited to, negligent hiring, training and/or supervision.

4) Whether or not caused by or arising out of negligent, reckless, or wanton conduct by an insured, an insured's employees, patrons or other persons.

DEFINITIONS:

For purposes of this endorsement:

“Assault” means any attempt or threat to inflict injury to another including any conduct that would reasonably place another in apprehension of such injury.

“Battery” means the intentional or reckless physical contact with or any use of force against a person without his or her consent that entails some injury or offensive touching whether or not the actual injury inflicted is intended or expected. The use of force includes but is not limited to the use of a weapon.

“Physical altercation” means a dispute between individuals in which one or more persons sustain bodily injury arising out of the dispute.

All other terms, conditions and definitions of the Policy otherwise apply.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATIN FOR BOARD ACTION

AGENDA ITEM DEPT.: Municipal Court
AGENDA DATE: May l, **2018**
PAGE: I of2

SUBJECT:

Request permission to allow Court Clerk Shalonda Sykes to attend the Municipal Court Summer Training Program in Biloxi, MS from June 24, 2018 through June 26, 2018 with advance travel in the amount of $579.86.

AMOUNT & SOURCE OF FUNDING: Line Item #001-110-690-553

FISCAL NOTE:

Hotel Total: $212.38
Per Diem: $ 85.00
Travel: $282.48 (528 total miles x.535)

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Municipal Court

DIRECTOR'S AUTHORIZATION: Shalonda Sykes

FOR MORE INFORMATION CONTACT: Shalonda Sykes 386-5083;
s.sykes@cityofstarkville.org

SUGGESTED MOTION:

Move approval to allow Court Clerk Shalonda Sykes to attend the Municipal Court Summer Training Program in Biloxi, MS from June 24, 2018 through June 26, 2018 with advance travel not to exceed $580.00.

Municipal Court Clerk
Summer Program

The Municipal Court Clerks Association will conduct the Annual Summer Seminar at the Imperial Palace Casino Resort, 850 Bayview Avenue, Biloxi, Mississippi and June 25-26, 2018. The Mississippi Judicial College has approved this program for 6 hours credit.

A block of rooms has been reserved at the Imperial Palace Resort for the special rate of $94.99 plus an $11.20 resort fee plus tax for the nights of June 24'\ June 25th and June 26th. You may make your reservations by calling l-888-946-2847 pressing #1 and asking for the Municipal Court Clerk room block **(Code S180382).** Please be sure to mention this code to receive the conference rate. **You must pay for your own room.** ***Please make your reservation before June 3, 2018 (the room block drops at this time).***

Each clerk is responsible for his or her own expenses including room, milea2e and food.

If you have any questions regarding the seminar you may contact Rebecca Moore, President and Municipal Court Clerks Association.

Classes will be held on the 3rd Floor *in Ballroom A* of the Imperial Palace Resort.

Monday, June 25, 2018, 1:00 p.m. - 5:00 p.m.
Tuesday, June 26, 2018, 11:00 a.m. - 2:00 p.m.

Registration will begin at 11:00 a.m. on Monday, June 25, 2018 and will be held in the pre-function area of the 3rd Floor Ballrooms.

AGENDA ITEM DEPT.: Engineering

CITY OF STARKVILLE COVERSHEET **AGENDA DATE: 05.01.2018**

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1

SUBJECT: Consideration of accepting the low quote for 2018 Ditch spraying project and authorization for the Mayor to execute a contract.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:.

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Engineering Department

DIRECTOR'S AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

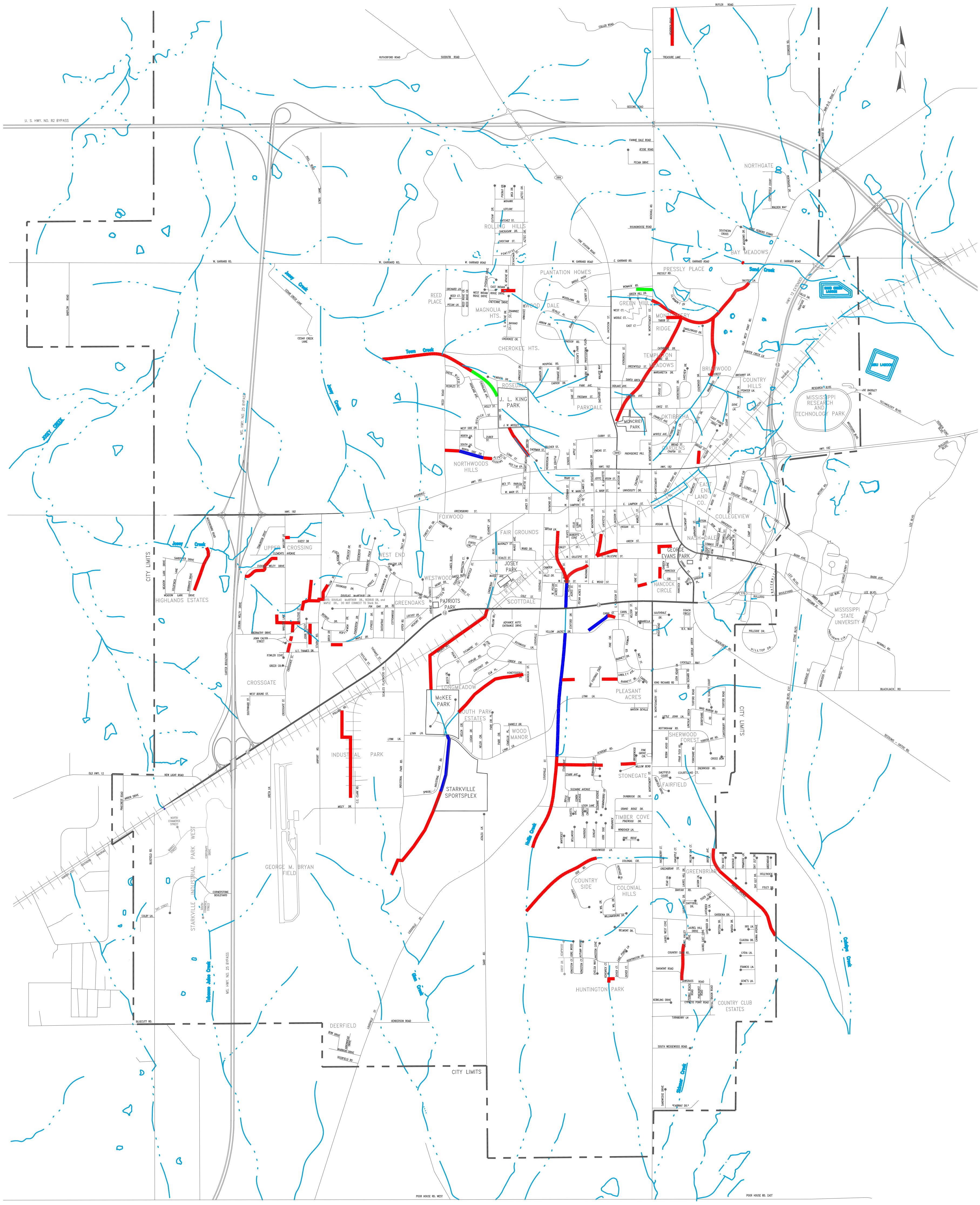
This work is herbicide treatment of many City maintained drainage ways. A map showing all channels, creeks, and ditches that are a part of this program is attached. This contract includes two sprays for calendar year 2018: one in May and the other in August-September timeline.

Quotes were received on April 13, 2018. A tabulation of quotes is as follows:

T&T Specialty APP LLC	$28,900.00
Greg Wall, Helena Chemical	$26,602.28
ChemPro Services	$9,000.00

ChemPro's proposal meets all the requirements of the solicitation. Some of their other customers include the City of Tupelo, City of Hattiesburg, and the City of Corinth doing similar type work. It is recommended to proceed with ChemPro.

SUGGESTED MOTION: Move for approval of the low quote for 2018 Ditch Spraying and authorization for the Mayor to execute a contract.



QUANTITIES	
TYPE	TYPE
ROCK	0.32 MI.
NATURAL/UNIMPROVED	10.57 MI.
EROSION MATTING	1.52 MI.

LEGEND	
TYPE	LINE
RIP/RAP	
NATURAL/UNIMPROVED	
EROSION MATTING	

CITY OF STARKVILLE

2018 HERBICIDE APPLICATION MAP

FOR DITCHES AND DRAINAGE CANALS

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Finance
AGENDA DATE 05/01/2018
PAGE: 1 of several

SUBJECT: Claims Docket through May 01, 2018

AMOUNT & SOURCE OF FUNDING: FY 2017 – 2018 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending May 01, 2018 is $ 2,220,537.38
Of which the claims amount for Starkville Utilities is $ 1,202,272.50

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 May 1, 2018 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

STARKVILLE

City of Starkville, MS

Post Dates 04/20/2018 - 04/25/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-000-053-206	824.29
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-000-054-205	331.84
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-000-053-206	240.06
RACKLEY OIL INC.	479571	04/24/2018	FUEL INVENTORY	001-000-070-251	17,501.26
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-000-053-206	12.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-000-053-206	10.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-000-053-206	4.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-000-053-206	4.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-000-054-205	24.00
STARKVILLE DAILY NEWS	INV0025771	04/24/2018	ADVERTISING	001-000-054-205	66.30
				Outstanding Total:	**19,017.75**
Paid					
REAGAN EDWARD	INV0025681	04/20/2018	OVERPAYMENT ON CASH BOND	001-000-149-691	250.00
BARNHILL'S BAILS BONDING	INV0025682	04/20/2018	REMISSION OF BOND ON TREVOR SYKES	001-000-149-691	500.00
				Paid Total:	**750.00**
				Department 000 - UNDESIGNATED Total:	**19,767.75**
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-100-604-330	77.34
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-100-604-330	460.04
				Outstanding Total:	**537.38**
				Department 100 - BOARD OF ALDERMEN Total:	**537.38**
Department: 110 - MUNICIPAL COURT					
Outstanding					
LEXISNEXIS	30911289964	04/24/2018	DECEMBER 2017 SERVICES	001-110-600-300	321.00
LEXISNEXIS	3091336101	04/24/2018	JANUARY 2018 SERVICES	001-110-600-300	321.00
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-110-491-135	125.00
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-110-604-330	77.34
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	001-110-604-330	87.90
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-110-604-330	40.01
MS MUNICIPAL COURT CLERKS ASN.	INV0025759	04/24/2018	YEARLY DUES FOR COURT CLERK & 4 DEPUTY CLERKS	001-110-690-553	90.00
CANON FINANCIAL SERVICES, INC	18533625	04/23/2018	QLA19783	001-110-604-330	186.29
CANON FINANCIAL SERVICES, INC	18533627	04/23/2018	SKA12799	001-110-604-330	121.64
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-110-620-370	210.00
LEXISNEXIS	3091348593	04/24/2018	FEBRUARY SERVICES	001-110-600-300	321.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETTY CASH VOUCHERS	INV0025766	04/24/2018	COURT SUPPLIES/DIRT CHEAP	001-110-501-200	81.79
				Outstanding Total:	**1,982.97**
				Department 110 - MUNICIPAL COURT Total:	**1,982.97**
Department: 111 - YOUTH COURT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-111-604-330	109.79
				Outstanding Total:	**109.79**
				Department 111 - YOUTH COURT Total:	**109.79**
Department: 120 - MAYORS OFFICE					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-120-604-330	149.25
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-120-491-135	110.00
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-120-604-330	77.34
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	001-120-604-330	87.90
CANON SOLUTIONS AMERICA	4025550579	04/23/2018	JME15733	001-120-604-330	39.63
CANON SOLUTIONS AMERICA	4025571071	04/23/2018	NZG06107	001-120-604-330	28.24
CANON SOLUTIONS AMERICA	4025576080	04/23/2018	NZG07932	001-120-604-330	84.02
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-120-604-330	145.51
BELL BUILDING SUPPLY, INC.	219549	04/23/2018	6 DOUBLE BOLT SNAPS	001-120-501-200	19.50
CANON FINANCIAL SERVICES, INC	18533624	04/23/2018	JME15733	001-120-604-330	63.75
SULLIVAN'S OFFICE SUPPLY, INC.	33221	04/24/2018	CERTIFICATE HOLDERS, BINDERS	001-120-501-200	36.61
STARKVILLE DAILY NEWS	INV0025771	04/24/2018	ADVERTISING	001-120-691-550	100.94
				Outstanding Total:	**942.69**
				Department 120 - MAYORS OFFICE Total:	**942.69**
Department: 123 - IT					
Outstanding					
DELL MARKETING L.P.	10226540196	04/23/2018	DELL WIRELESS KEYBOARD & MOUSE	001-123-918-805	60.00
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-123-604-330	69.27
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-123-604-330	77.34
CANON SOLUTIONS AMERICA	4025561698	04/23/2018	JWH03501	001-123-604-330	19.85
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-123-604-330	1,367.94
CANON FINANCIAL SERVICES, INC	18533620	04/23/2018	JWH03501/DRL72630	001-123-604-330	43.75
VERIZON WIRELESS	9804624689C	04/25/2018	CREDIT ADJUSTMENT FOR CELL PHONE BILL	001-123-604-330	-684.85
				Outstanding Total:	**953.30**
				Department 123 - IT Total:	**953.30**
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-145-604-330	34.63
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-145-604-330	77.34
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	001-145-604-330	87.90
CANON SOLUTIONS AMERICA	4025572194	04/23/2018	JME09414	001-145-604-330	185.78
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-145-604-330	40.01
SULLIVAN'S OFFICE SUPPLY, INC.	33042	04/24/2018	WIRE SHELVING-4 SHELVES -2	001-145-501-200	369.00
CANON FINANCIAL SERVICES, INC	18533621	04/23/2018	JME09414	001-145-604-330	370.00
CANON FINANCIAL SERVICES, INC	18533627	04/23/2018	SKA12799	001-145-604-330	121.65

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
QUILL CORPORATION	6355922	04/24/2018	INK CARTRIDGES, ADD MACHINE TAPE	001-145-501-200	83.98
STARKVILLE DAILY NEWS	INV0025771	04/24/2018	ADVERTISING	001-145-501-200	57.60
				Outstanding Total:	**1,427.89**
				Department 145 - OTHER ADMINISTRATIVE Total:	**1,427.89**
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	890796	04/24/2018	STEPHANIE HALBERT BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	890933	04/24/2018	MARY IVY BOND	001-159-620-371	175.00
				Outstanding Total:	**350.00**
				Department 159 - BONDING-CITY EMPLOYEES Total:	**350.00**
Department: 169 - LEGAL					
Outstanding					
MARTY HAUG	INV0025753	04/24/2018	VS SHAQUIANA ANDERSON	001-169-600-309	200.00
STARKVILLE DAILY NEWS	INV0025771	04/24/2018	ADVERTISING	001-169-615-342	69.44
STARKVILLE DAILY NEWS	INV0025771	04/24/2018	ADVERTISING	001-169-615-342	183.90
				Outstanding Total:	**453.34**
				Department 169 - LEGAL Total:	**453.34**
Department: 180 - HUMAN RESOURCES					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-180-491-135	300.00
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	001-180-604-330	87.90
CANON SOLUTIONS AMERICA	4025561698	04/23/2018	JWH03501	001-180-604-330	19.85
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-180-604-330	71.54
CANON FINANCIAL SERVICES, INC	18533620	04/23/2018	JWH03501/DRL72630	001-180-604-330	43.75
				Outstanding Total:	**523.04**
				Department 180 - HUMAN RESOURCES Total:	**523.04**
Department: 190 - CITY PLANNER					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-190-604-330	77.33
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	001-190-604-330	87.90
CANON SOLUTIONS AMERICA	4025546877	04/23/2018	DRL72630	001-190-604-330	8.35
CANON SOLUTIONS AMERICA	4025550579	04/23/2018	JME15733	001-190-604-330	39.63
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-190-604-330	650.31
CANON FINANCIAL SERVICES, INC	18533620	04/23/2018	JWH03501/DRL72630	001-190-604-330	87.50
CANON FINANCIAL SERVICES, INC	18533624	04/23/2018	JME15733	001-190-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-190-525-231	6.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-190-620-370	110.00
COPY COW	10631	04/23/2018	5 BLANK POUCHES	001-190-691-550	8.00
STARKVILLE DAILY NEWS	INV0025771	04/24/2018	ADVERTISING	001-190-604-330	157.44
COPY COW	10626	04/25/2018	LARGE FORMAT PAPER PRINTED, MOUNTING	001-190-691-550	57.65
WAL MART-GENERAL CITY	06823	04/25/2018	COFFEE CUPS	001-190-501-200	23.82
VERIZON WIRELESS	9804624689C	04/25/2018	CREDIT ADJUSTMENT FOR CELL PHONE BILL	001-190-604-330	-200.00
				Outstanding Total:	**1,177.68**
				Department 190 - CITY PLANNER Total:	**1,177.68**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Department: 192 - GENERAL GOVERN BLDG & PLANT					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-192-491-135	-516.34
CINTAS	215313617	04/23/2018	CITY HALL 04.03.18	001-192-510-220	25.07
ATMOS ENERGY	INV0025738	04/23/2018	4012591687	001-192-625-380	315.79
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-192-620-370	510.00
CINTAS	215317475	04/23/2018	SCRAPER MAT, DISH CLEANER, MS STATE MAT	001-192-510-220	306.03
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	001-192-625-380	2,429.11
PETTY CASH VOUCHERS	INV0025767	04/24/2018	JANITORIAL SUPPLIES/DOLLAR GENERAL	001-192-510-220	35.68
				Outstanding Total:	**3,105.34**
			Department 192 - GENERAL GOVERN BLDG & PLANT Total:		**3,105.34**
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL					
Outstanding					
GOLDEN TRIANGLE PLANNING & DEVELOPM	3981	04/24/2018	GT TRANSPORTATION-APRIL-JUNE 2018	001-194-690-454	7,625.00
				Outstanding Total:	**7,625.00**
			Department 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:		**7,625.00**
Department: 197 - ENGINEERING					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-197-604-330	77.33
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	001-197-604-330	87.90
CANON SOLUTIONS AMERICA	4025550579	04/23/2018	JME15733	001-197-604-330	39.63
CADENCE VISA	1099931	04/23/2018	LICENSE FOR AUTOCAD	001-197-600-308	417.30
CADENCE VISA	363536	04/23/2018	4 CANS MARKING PAINT	001-197-501-200	25.64
CADENCE VISA	INV0025732	04/23/2018	PERSONAL PROTECTIVE PANTS & JACKET	001-197-501-200	54.98
CANON FINANCIAL SERVICES, INC	18533624	04/23/2018	JME15733	001-197-604-330	63.75
SPRINGER ENGINEERING, INC.	13206	04/24/2018	GEOTECHNICAL INVESTIGATION FOR MILL ST	001-197-600-308	1,175.00
CADENCE VISA	413143	04/23/2018	DRINKS & WATER	001-197-501-200	32.50
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-197-525-231	2.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-197-620-370	190.00
				Outstanding Total:	**2,166.03**
			Department 197 - ENGINEERING Total:		**2,166.03**
Department: 201 - POLICE DEPARTMENT					
Outstanding					
DELL MARKETING L.P.	10216735070	04/23/2018	25 LICENSES TO OPERATE COMPUTERS IN CARS	001-201-630-400	3,809.00
DELL MARKETING L.P.	10233190851	04/23/2018	3 HAVIS DOCK STATIONS, MOUNTING BASE, ADAPTERS	001-201-918-805	2,169.60
TYLER TECHNOLOGIES	025-216035	04/25/2018	NETMOTION MOBILITY (MOBILE CAD, NCIC) SOFTWARE	001-201-600-300	4,000.00
MSU COLLEGE OF VETERNARY MEDICINE	C440520	04/24/2018	TEST BAT FOR RABIES	001-201-600-300	40.00
TRI-STARR MUFFLER & BRAKE	365543	04/25/2018	REAR TAIL LIGHT ASSEMBLY SPD#20	001-201-630-360	120.48
POLLAN & ASSOC. PA	5003	04/24/2018	SAFETY VESTS	001-201-535-233	723.60
IRCUSTOMS	2431	04/25/2018	EVIDENCE BAGS	001-201-556-251	2,984.89
TRI-STARR MUFFLER & BRAKE	364838	04/25/2018	SPD #45, COOLANT FAN ASSY, COOLANT, LABOR	001-201-630-360	466.73
IVY AUTO PARTS, LLC.	582759	04/24/2018	BRAKE PADS AND ROTOR	001-201-630-360	173.94
TRI-STARR MUFFLER & BRAKE	364840	04/25/2018	SPD #47, AIR FILTER, BRAKE PADS & ROTORS, OIL CHAN	001-201-630-360	721.65

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WEX Bank /WRIGHT EXPRESS FSC	53653445	04/25/2018	GAS/FUEL PURCHASES	001-201-525-231	347.73
DELL MARKETING L.P.	10233540528	04/23/2018	DELL LATITUDE 5480 XCTO	001-201-730-543	1,476.13
NORTH GREENVILLE FITNESS & CARDIAC	72-2018	04/24/2018	PHYSICAL EXAMS	001-201-600-319	11,401.00
SULLIVAN'S OFFICE SUPPLY, INC.	32719	04/24/2018	FOLDER FRAME, HANGING FOLDERS, BINDERS	001-201-501-200	53.04
R&M TIRES	1116896	04/24/2018	OIL CHANGE, TIRE ROTATION	001-201-630-360	88.45
BASICS, INC. A Trade America Company	22459	04/23/2018	CUPS, TOWELS, LYSOL, COPY PAPER	001-201-501-200	115.50
BASICS, INC. A Trade America Company	22459	04/23/2018	CUPS, TOWELS, LYSOL, COPY PAPER	001-201-555-250	529.60
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-201-491-135	2,625.00
BOB'S MOBILE RADIO	315862	04/23/2018	REPROGRAM RADIO NIN P-19 AFTER REPAIRS	001-201-630-400	60.00
BOB'S MOBILE RADIO	315864	04/23/2018	REPAIR WATER LEAK AROUND LIGHT BAR ON P-27	001-201-630-360	66.49
LINDA MICHELLE HARGETT	033118-SPD	04/24/2018	ALTERATIONS	001-201-535-233	327.00
CANON SOLUTIONS AMERICA	4025499427	04/23/2018	RZE06197	001-201-635-369	36.62
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-201-604-330	77.33
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	001-201-604-330	87.90
CANON SOLUTIONS AMERICA	4025543956	04/23/2018	HFW02043	001-201-635-369	109.34
CANON SOLUTIONS AMERICA	4025566058	04/23/2018	JMQ18879	001-201-635-369	90.77
CANON SOLUTIONS AMERICA	4025572208	04/23/2018	JMQ18878	001-201-635-369	74.94
AT&T PRIVATE LINE SERVICE	BN SW443901 B62	04/23/2018	NCIC PRIVATE LINE APRIL 201	001-201-604-330	204.02
AT&T GLOBAL	GD72452	04/25/2018	NCIC MARCH 2018 SERVICES	001-201-604-330	1,105.21
BOB'S MOBILE RADIO	315863	04/23/2018	REPAIR BARLIGHTS ON F250 TRUCK	001-201-630-400	132.57
SULLIVAN'S OFFICE SUPPLY, INC.	32870	04/24/2018	HIGHLIGHTERS	001-201-501-200	2.97
MID-SOUTH UNIFORM & SUPPLY	574996	04/24/2018	BADGE	001-201-535-233	120.00
MID-SOUTH UNIFORM & SUPPLY	574997	04/24/2018	INNER BELTS, VELCRO BELT, NAME PLATES,	001-201-535-233	1,993.86
DPS LAW ENFORCEMENT TRAINING	90067187	04/23/2018	ANALYTICAL FEES	001-201-600-300	120.00
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-201-604-330	2,112.83
FIRST RESPONSE FIRE- MIKE COLLINS	2629	04/23/2018	2 FIRE EXTINGUISHERS RECHARGED	001-201-918-805	30.00
MAGNOLIA BOTTLED WATER CO	31921	04/24/2018	6 5 GALLON BOTTLES OF WATER	001-201-691-550	45.00
SULLIVAN'S OFFICE SUPPLY, INC.	32869	04/24/2018	TOP TAB FOLDERS	001-201-501-200	134.95
ALLEN EDWARDS BODY SHOP	RO 501	04/23/2018	REPAIRS TO P-41	001-201-630-360	3,113.36
WATERMARK PRINTERS LLC	11449	04/25/2018	BUSINESS CARDS-D.THOMAS & C.GREGORY	001-201-615-343	77.00
BELL BUILDING SUPPLY, INC.	220204	04/23/2018	SUPPLIES FOR WORK PROGRAM, BRUSHES, SPRAYERS	001-201-541-237	114.43
POLLAN & ASSOC. PA	5014	04/24/2018	TSHIRTS, SWEATSHIRTS, SHORTS	001-201-535-233	769.76
POLLAN & ASSOC. PA	5021	04/24/2018	TSHIRTS, SWEATSHIRT, SWEAT PANT, SHORTS	001-201-535-233	192.44
LOWE'S-POLICE	90537	04/24/2018	BLINDS	001-201-630-426	91.20
LOWE'S-POLICE	907136	04/24/2018	MOP, BLEACH, CLEANERS	001-201-555-250	54.61
CITY OF COLUMBUS	SPD-001336-0418	04/23/2018	FORENSIC LAB SERVICES	001-201-600-300	2,040.00
DELL MARKETING L.P.	10234874495	04/23/2018	3 22" MONITORS	001-201-918-805	428.97
R&M TIRES	1117024	04/24/2018	OIL, FILTER, LABOR	001-201-630-360	45.00
GULF STATES DISTRIBUTORS, INC.	1293329-IN	04/24/2018	BULLETS	001-201-545-238	1,059.00
MID-SOUTH UNIFORM & SUPPLY	575594	04/25/2018	UNIFORMS FOR NEW OFFICE	001-201-535-233	1,123.56

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GUNCO, LLC	104	04/24/2018	SAVAGE B22 AND SILENCER	001-201-556-251	894.45
GULF STATES DISTRIBUTORS, INC.	1293514-IN	04/25/2018	BULLETS	001-201-556-251	359.00
GULF STATES DISTRIBUTORS, INC.	1293556-IN	04/25/2018	BULLETS	001-201-556-251	1,775.00
CSPIRE WIRELESS	2022678291	04/23/2018	VENTEV TOUGHGLASS FOR IPHONE	001-201-501-200	34.99
CINTAS FIRST AID & SAFETY	5010504011	04/25/2018	MEDS FOR MEDICINE CABINE	001-201-691-550	105.13
OKTIBBEHA COUNTY SHERIFF'S OFFICE	INV0025762	04/24/2018	FEEDING INMATES MONTH OF MARCH 2018	001-201-541-237	10,950.00
CANON FINANCIAL SERVICES, INC	18533623	04/23/2018	JMQ18879/JMQ18878	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	18533626	04/23/2018	QNR08831	001-201-635-369	146.34
CANON FINANCIAL SERVICES, INC	18533628	04/23/2018	XLG06726 POLICE	001-201-635-369	210.00
CLINIC AT ELM LAKE, THE	20660	04/23/2018	BENJAMIN OSWALT TEST	001-201-600-319	30.00
BASICS, INC. A Trade America Company	22498	04/23/2018	MF TOWELS	001-201-555-250	57.08
TRI-STARR MUFFLER & BRAKE	815402	04/25/2018	TUNE UP, PLUGS, SPD #24	001-201-630-360	237.74
ATMOS ENERGY	INV0025739	04/23/2018	4022600568	001-201-625-380	437.05
WATERMARK PRINTERS LLC	11472	04/25/2018	EVIDENCE/PROPERTY/WEAPON CARDS	001-201-556-251	982.00
SULLIVAN'S OFFICE SUPPLY, INC.	33288	04/24/2018	PENS, LAM. TAPES, FILE FOLDERS	001-201-501-200	45.22
TRI-STARR MUFFLER & BRAKE	815410	04/25/2018	SPD #46, ALTERNATOR, LABO	001-201-630-360	449.96
AT&T-NCIC MONITOR LINE	INV0025775	04/25/2018	662 615 1467 637 0593	001-201-604-330	36.74
WAL MART-GENERAL CITY	01601	04/25/2018	MUFFINS/SNACKS FOR CSI TRAINING CLASS	001-201-691-550	12.88
WAL MART-GENERAL CITY	03796	04/25/2018	NOTEBOOK & PENS FOR CSI TRAINING CLASS	001-201-691-550	26.02
WAL MART-GENERAL CITY	03824	04/25/2018	SNACKS & DRINKS FOR CSI TRAINING	001-201-691-550	84.90
CLINIC AT ELM LAKE, THE	20678	04/23/2018	MARVIN HUGHES	001-201-600-319	30.00
BOB'S MOBILE RADIO	315866	04/25/2018	REMOVE & REPLACE CRADLEPOINT ANTENNA-P48	001-201-630-404	90.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-201-525-231	30.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-201-620-370	1,615.00
WAL MART-GENERAL CITY	01591	04/25/2018	ICE FOR CSI TRAINING CLASS	001-201-691-550	7.76
SAFE KIDS WORLDWIDE	20180413	04/24/2018	CHILD SAFETY SEAT CLASS	001-201-690-552	85.00
SOUTHERN REGIONAL PUBLIC SAFETY INS	2167	04/24/2018	BANKS,FONSECA,MADEEN,PEARSON,RUFF	001-201-690-552	18,000.00
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	001-201-625-380	337.76
BOB'S MOBILE RADIO	315867	04/25/2018	REPAIR WARNING LIGHTS ON REAR DECK OF P-21	001-201-630-400	60.00
RACKLEY OIL INC.	479621	04/25/2018	GAS	001-201-525-231	35.86
ZIP SCRIPTS	174835	04/25/2018	MEDS FOR W.CHISHOLM	001-201-541-237	23.35
BOB'S MOBILE RADIO	315868	04/25/2018	REPAIR CAMERA IN P31, REMOUNT KIT, WINDSCREEN	001-201-630-400	98.50
GOODYEAR WHOLESALE TIRE CENTER #2787	45723759	04/25/2018	10- P235/55R17 TIRES	001-201-630-360	1,127.00
ZIP SCRIPTS	174919	04/25/2018	MEDS FOR W.CHISHOLM	001-201-541-237	39.35
SULLIVAN'S OFFICE SUPPLY, INC.	33471	04/25/2018	STICKY NOTES, CABLE TIES, CLIPBOARD	001-201-501-200	61.05
OKTIBBEHA COUNTY COOPERATIVE	368234	04/25/2018	SWAT BOOTS	001-201-535-233	99.85
OKTIBBEHA COUNTY COOPERATIVE	368588	04/25/2018	SWAT BOOTS	001-201-535-233	99.85
GOODYEAR WHOLESALE TIRE CENTER #2787	45724336	04/25/2018	30 245/55R18 EAGLE TIRES	001-201-630-360	3,955.20
TRI-STARR MUFFLER & BRAKE	815433	04/25/2018	OIL CHANGE, #99 CROWN VIC	001-201-630-360	38.95

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0025745	04/23/2018	POLICE	001-201-625-380	133.32
VERIZON WIRELESS	9804624689C	04/25/2018	CREDIT ADJUSTMENT FOR CELL PHONE BILL	001-201-604-330	-684.84
				Outstanding Total:	**90,446.93**
Paid					
QUALITY INN	INV0025684	04/20/2018	E. RATLIFF HOTEL/TAC COURSE TRAINING	001-201-690-552	332.50
QUALITY INN	INV0025684-R	04/20/2018	E. RATLIFF HOTEL/TAC COURSE TRAINING	001-201-690-552	-332.50
ERICA RATLIFF	INV0025685	04/20/2018	TAC TRAINING PER DIEM MEALS	001-201-690-552	205.00
MS TACTICAL OFFICERS ASSOCIATION	INV0025686	04/20/2018	POLICE MARKSMANSHIP COURSE	001-201-690-552	400.00
QUALITY INN	INV0025687	04/20/2018	POLICE MARKSMANSHIP COURSE HOTEL	001-201-690-552	449.10
QUALITY INN	INV0025687-R	04/20/2018	POLICE MARKSMANSHIP COURSE HOTEL	001-201-690-552	-449.10
SCOTT LOMAX	INV0025688	04/20/2018	POLICE MARKSMANSHIP COURSE MEALS	001-201-690-552	255.00
OLIVE BRANCH POLICE DEPT.	INV0025690	04/20/2018	5 REGISTRATIONS FOR LAWFIT CHALLENGE	001-201-690-552	425.00
MS ASSOC OF CHIEFS OF POLICE	INV0025691	04/20/2018	REGISTRATION FOR COMMAND COLLEGE/K. WAT	001-201-690-552	350.00
				Paid Total:	**1,635.00**
			Department 201 - POLICE DEPARTMENT Total:		**92,081.93**
Department: 250 - NARCOTICS BUREAU					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-250-604-330	69.27
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-250-604-330	34.63
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-250-491-135	1,000.00
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-250-604-330	77.33
				Outstanding Total:	**1,181.23**
Paid					
STARKVILLE NARCOTICS	INV0025680	04/20/2018	INFORMANT FEES	001-250-600-304	2,500.00
				Paid Total:	**2,500.00**
			Department 250 - NARCOTICS BUREAU Total:		**3,681.23**
Department: 261 - FIRE DEPARTMENT					
Outstanding					
WAL MART-GENERAL CITY	05238	04/25/2018	HARD DRIVE, RAIN-EX	001-261-555-250	124.68
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-261-604-330	3,459.74
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-261-604-330	572.83
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-261-491-135	2,081.34
EMERGENCY EQUIPMENT PROFESSIONALS	433401	04/23/2018	REPAIR L2	001-261-630-360	13,339.77
SHEPS CLEANERS	MARCH 2018	04/24/2018	DRY CLEANING	001-261-600-430	163.50
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-261-604-330	77.33
ALARM SECURITIES, INC. dba ASI	4012018-105	04/23/2018	MONTH MAINT. AGREEMENT FOR OFFICE SERV PHONE SYS	001-261-604-330	56.52
CANON SOLUTIONS AMERICA	463812	04/23/2018	COPIER METER-FIRE	001-261-501-200	59.53
NORTH GREENVILLE FITNESS & CARDIAC	73-2018	04/24/2018	PHYSICAL EXAMINATIONS	001-261-600-319	14,982.00
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-261-604-330	200.05
WAL MART-GENERAL CITY	07619	04/25/2018	LP EXCHANGE, LP PURCHASE	001-261-555-250	43.82
NAFECO	923416	04/25/2018	2 PAIR UNIFORM PANTS	001-261-535-233	71.90

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ATMOS ENERGY	INV0025736	04/23/2018	3055511080	001-261-625-380	295.46
GTR SOLID WASTE MGMT. AUTH	253433	04/24/2018	1 TON COMMERCIAL DUMP	001-261-691-550	14.04
GTR SOLID WASTE MGMT. AUTH	253435	04/24/2018	1 COMMERCIAL DUMP	001-261-691-550	28.35
WELDING WORKS LLC, THE	2732	04/25/2018	REPAIR TRAILER TAILGATE 2 HRS	001-261-630-360	150.00
LOWE'S-FIRE	902798	04/24/2018	PAINT & SUPPLIES-STATION 3	001-261-558-269	89.00
RACKLEY OIL INC.	479127	04/24/2018	BLUE DEF DIESEL EXHAUST FL	001-261-525-231	17.90
QUILL CORPORATION	6244009	04/24/2018	PAPER, BUSINESS CARDS, CARDSTOCK,	001-261-501-200	203.37
LOWE'S-FIRE	902931	04/24/2018	BUILDING SUPPLIES-STATION	001-261-558-269	21.11
STARKVILLE AUTO PARTS	112289	04/24/2018	PREM STARTING FLUID	001-261-630-360	7.18
DIRECTV	33962357595	04/23/2018	SATELLITE FOR STATION 5	001-261-625-380	160.75
RACKLEY OIL INC.	479195	04/24/2018	DIESEL	001-261-525-231	33.04
QUILL CORPORATION	6281047	04/24/2018	PINE SOL CLEANER-10	001-261-510-220	99.90
WAL MART-GENERAL CITY	08960	04/25/2018	STORAGE BOXES -5	001-261-555-250	24.80
GATEWAY TIRE & SERVICE CENTER	1104093260	04/24/2018	LEFT REAR FLAT REPAIR FD7	001-261-630-360	15.00
STATE FIRE ACADEMY	26057	04/24/2018	CPAT EXAM/DIAZ, MASK, TWILLIE	001-261-600-390	120.00
NEWELL PAPER COMPANY	3032049	04/24/2018	TOWELS, CLEANERS, DISINFECTANTS	001-261-510-220	585.80
SUNBELT FIRE APPARATUS	310919	04/24/2018	SENSOR KIT	001-261-630-360	580.39
ATMOS ENERGY	INV0025737	04/23/2018	3020829684	001-261-625-380	142.36
OCH REGIONAL MEDICAL CTR	INV0025760	04/24/2018	2 CASES OF GLOVES PO#B 2097	001-261-555-250	79.90
UPS	54E5Y158	04/25/2018	SHIP PACKAGE TO NAFECO	001-261-690-550	18.12
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-261-525-231	12.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-261-620-370	1,180.00
STATE FIRE ACADEMY	26085	04/24/2018	FIREGROUND LEADERSHIP-WARNER	001-261-600-390	360.00
POWERSTROKE EQUIPMENT SALES & SVC	2921	04/24/2018	FAN	001-261-630-360	98.49
C&S AUTO ELECTRIC	855843	04/23/2018	MOTOR REPAIR ON LADDER ONE	001-261-630-360	350.00
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	001-261-625-380	2,449.07
RACKLEY OIL INC.	479671	04/24/2018	GAS	001-261-525-231	12.21
CHRISTIAN TWILLIE	INV0025772	04/25/2018	REIMBURSE MSFA MEAL	001-261-600-390	14.42
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0025746	04/23/2018	FIRE STATION 5	001-261-625-380	433.62
NATHAN HERNDON	INV0025749	04/24/2018	PER DIEM MEAL REIMB/FIRE TRAINING	001-261-600-390	155.55
MS STATE DEPT OF HEALTH	H-16720	04/24/2018	24 EMT CERTIFICATIONS	001-261-600-390	960.00
				Outstanding Total:	**43,944.84**
Paid					
LASHONDA MALONE	INV0025683	04/20/2018	PER DIEM TRAVEL & MEALS/ ESAP CONFERENCE	001-261-600-390	290.98
STEWART BIRD	INV0025689	04/20/2018	PREPAREDNESS SUMMIT REGISTRATION/S. BIRD	001-261-600-390	75.00
				Paid Total:	**365.98**
				Department 261 - FIRE DEPARTMENT Total:	**44,310.82**
Department: 281 - BUILDING/CODES OFFICE					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-281-491-135	25.00
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-281-604-330	77.33
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	001-281-604-330	87.90
CANON SOLUTIONS AMERICA	4025550579	04/23/2018	JME15733	001-281-604-330	39.61

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GATEWAY TIRE & SERVICE CENTER	1104085265	04/24/2018	2 WIPER BLADES	001-281-630-400	25.90
JEFF LYLES	INV0025751	04/24/2018	REIMB MEALS,TRAVEL, HOTEL CONT'D EDUCATION	001-281-690-553	128.71
CANON FINANCIAL SERVICES, INC	18533624	04/23/2018	JME15733	001-281-604-330	63.75
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-281-525-231	4.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-281-620-370	25.00
GOLDEN TRIANGLE PLANNING & DEVELOPM	4072	04/24/2018	E911 ADDRESSING, BOA STARKVILLE, NEW SUBDIVISIO	001-281-691-550	146.00
MS SECRETARY OF STATE	INV0025741	04/23/2018	APPLICATION FOR NOTARY/J. POSLEY	001-281-690-555	25.00
TRUSTMARK NATIONAL BANK	05.18.18	04/25/2018	98905/STREET F250 & 2 TACOMAS	001-281-820-874	402.64
TRUSTMARK NATIONAL BANK	05.18.18	04/25/2018	98905/STREET F250 & 2 TACOMAS	001-281-830-873	48.74
				Outstanding Total:	**1,099.58**
				Department 281 - BUILDING/CODES OFFICE Total:	**1,099.58**

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0025742	04/23/2018	99633-001	001-290-625-380	34.32
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	001-290-625-380	156.93
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0025744	04/23/2018	CIVIL DEFENSE	001-290-625-380	157.44
				Outstanding Total:	**348.69**
				Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	**348.69**

Department: 301 - STREET DEPARTMENT

Outstanding

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
APAC-MISSISSIPPI, INC	4000076018	04/25/2018	ST 12.5,2.20 TON	001-301-560-270	161.70
APAC-MISSISSIPPI, INC	4000076235	04/25/2018	SC-1 LIMESTONE NO RAP	001-301-560-270	316.05
APAC-MISSISSIPPI, INC	4000076355	04/25/2018	SC-1 TY8 (RAP15) 18.17 TONS	001-301-560-270	1,335.50
APAC-MISSISSIPPI, INC	4000076458	04/25/2018	14.89 TONS SC-1 LIMESTONE NO RAP	001-301-560-270	1,094.42
APAC-MISSISSIPPI, INC	4000076692	04/25/2018	SC-1 LIMESTONE NO RAP-4 TONS	001-301-560-270	294.00
APAC-MISSISSIPPI, INC	4000076703	04/25/2018	SC-1 LIMESTONE NO RAP	001-301-560-270	827.62
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-301-604-330	34.63
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-301-604-330	179.71
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-301-491-135	275.00
BASICS, INC. A Trade America Company	22472	04/25/2018	INK CARTRIDGES, 3 CASES TUFF JOB DEGREASER	001-301-501-200	116.51
BASICS, INC. A Trade America Company	22472	04/25/2018	INK CARTRIDGES, 3 CASES TUFF JOB DEGREASER	001-301-555-250	200.70
APAC-MISSISSIPPI, INC	4000076856	04/25/2018	MT 9.5MM	001-301-560-270	444.68
APAC-MISSISSIPPI, INC	4000076870	04/25/2018	SC-1 LIMESTONE NO RAP	001-301-560-270	440.27
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-301-604-330	77.33
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	001-301-604-330	142.38
CINTAS	215313604	04/23/2018	STREET 04.03.18	001-301-535-233	127.50
ATMOS ENERGY	INV0025740	04/23/2018	3020752444	001-301-625-380	644.29
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-301-525-231	16.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-301-620-370	1,050.00
CINTAS	215317462	04/23/2018	STREET 04.17.18	001-301-535-233	140.56
STARKVILLE DAILY NEWS	INV0025771	04/24/2018	ADVERTISING	001-301-604-330	46.28

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRUSTMARK NATIONAL BANK	05.18.18	04/25/2018	98905/STREET F250 & 2 TACOMAS	001-301-820-874	402.63
TRUSTMARK NATIONAL BANK	05.18.18	04/25/2018	98905/STREET F250 & 2 TACOMAS	001-301-830-873	48.74
				Outstanding Total:	**8,416.50**
				Department 301 - STREET DEPARTMENT Total:	**8,416.50**
Department: 302 - STREET LIGHTING					
Outstanding					
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	001-302-625-380	56.34
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	001-302-625-380	30,168.78
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0025747	04/23/2018	STREET LIGHTING	001-302-625-380	10,573.54
MSU FACILITIES MANAGEMENT- TRAFFIC LIGH	INV0025758	04/24/2018	TRAFFIC SIGNAL-SPRING & LOCKSLEY	001-302-625-380	25.48
				Outstanding Total:	**40,824.14**
				Department 302 - STREET LIGHTING Total:	**40,824.14**
Department: 360 - ANIMAL CONTROL					
Outstanding					
DUKE COMPANY	49931	04/23/2018	CAGE TRAPS	001-360-555-250	358.00
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	001-360-491-135	510.00
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	001-360-604-330	77.33
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-360-525-231	2.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-360-620-370	105.00
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	001-360-625-380	966.04
				Outstanding Total:	**2,018.37**
Paid					
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0025692	04/20/2018	APRIL/MAY/JUNE CONTRIBUTION	001-360-951-955	26,500.00
				Paid Total:	**26,500.00**
				Department 360 - ANIMAL CONTROL Total:	**28,518.37**
Department: 550 - PARKS AND REC DEPARTMENT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-550-600-330	111.73
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	001-550-600-330	34.63
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	001-550-600-330	87.90
CANON SOLUTIONS AMERICA	4025560969	04/23/2018	JMQ12482	001-550-600-330	384.51
FOUR SEASONS LAWN & LANDSCAPE LLC	205528	04/23/2018	SPRING LANDSCAPING	001-550-600-300	4,761.50
NEWELL PAPER COMPANY	3031386	04/24/2018	BRAWNY SCRIM WIPERS-5 BOXES	001-550-501-208	258.85
FERGUSON ENTERPRISES, INC	7763180	04/23/2018	KIT REG GREN SPRNG, SINK MIX,	001-550-630-426	448.95
ATMOS ENERGY	INV0025735	04/23/2018	3019958172	001-550-600-330	99.93
LIBERTY WASTE, INC.	1452	04/24/2018	PORTA JOHN RENTAL-PATRIOT PARK	001-550-600-300	85.00
GATEWAY TIRE & SERVICE CENTER	1104088104	04/24/2018	FLAT, NEW TIRE, VALVE STEM, MOUNT	001-550-600-370	86.98
NEWELL PAPER COMPANY	3031619	04/24/2018	TISSUE, TOWELS, FOAM SOAP	001-550-501-208	213.14
SULLIVAN'S OFFICE SUPPLY, INC.	33136	04/24/2018	STICKY PADS, PAPERCLIPS, COPY PAPER	001-550-501-200	102.80
CINTAS FIRST AID & SAFETY	5010504015	04/23/2018	FIRST AID SUPPLY RE-STOCK	001-550-501-220	208.48
CANON FINANCIAL SERVICES, INC	18533622	04/23/2018	JMQ12482	001-550-600-330	382.00
NEWELL PAPER COMPANY	3032051	04/24/2018	TOWELS, TISSUE, PINE SOL	001-550-501-208	116.49

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	364212	04/24/2018	FERTILIZER	001-550-501-220	420.00
OKTIBBEHA COUNTY COOPERATIVE	364830	04/24/2018	CLUTCH KIT, YELLOW HDRAULIC KIT, LABOR	001-550-600-370	2,034.43
OKTIBBEHA COUNTY COOPERATIVE	INV0025765	04/24/2018	MARKING LIME, GLOVES	001-550-600-300	277.39
USA SOFTBALL	INV0025755	04/24/2018	REGISTRATION & INSURANCE FOR 2018 GIRLS SOFTBALL L	001-550-600-360	5,055.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	001-550-501-204	8.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	001-550-600-360	2,050.00
HOWELL'S PEST CONTROL	INV0025750	04/24/2018	CONCESSION -KING, 04.16.18	001-550-630-426	20.00
MS RECREATION AND PARK ASSOC	2906	04/24/2018	DISTRICT 1 GOLF TOURNAMENT	001-550-600-300	270.00
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	001-550-600-340	8,934.70
BACKSTAGE MUSIC	67094	04/23/2018	MIKE STAND, ADAPTER BOX, SAMSON MIC 3-PACK, CABLES	001-550-600-330	247.68
LOWE'S- PARKS	91682	04/24/2018	70 BAILS PINE STRAW	001-550-600-300	257.60
MSU	INV0025756	04/24/2018	LIFEGUARD CERTIFICATION	001-550-600-300	250.00
CODY ROMAN	INV0025695	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	210.00
COOPER CLEMENT	INV0025696	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	170.00
RICHARD E. HILL	INV0025697	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	170.00
ZACKARY MURPHY	INV0025698	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	102.00
LEONARDO THOMPSON	INV0025699	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	93.50
ZEBEDEE RICE	INV0025700	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	85.00
ANDREW MOCK	INV0025701	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	68.00
CALVIN WARE -1099	INV0025702	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	51.00
RICHARD HILL JR	INV0025703	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	84.00
SHELBY PERILLOUX	INV0025704	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	72.00
GABRIELLA TURNIPSEED	INV0025705	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	72.00
MADISON ROZIER	INV0025706	04/23/2018	ADULT BASKETBALL 04/09/18 -04/19/18	001-550-600-320	36.00
RACHEL LAMBERT	INV0025707	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	300.00
CALVIN WARE -1099	INV0025708	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	240.00
RONALD M. LUNDELL	INV0025709	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	180.00
JARED PRUITT	INV0025710	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	164.00
BRUCE HARRIS	INV0025711	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	120.00
ANDREW MOCK	INV0025713	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	108.00
SHAY (AUGILIA SHANTA) JACKSON	INV0025714	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	60.00
JOSH LAW	INV0025715	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	20.00
SIERRA McKINLEY	INV0025716	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	120.00
RILEY WILLIAMS	INV0025717	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	60.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CARRIE ASHFORD	INV0025718	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	40.00
MARY AUSTIN BARBER	INV0025719	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	20.00
BREE JEFFERSON	INV0025720	04/23/2018	YOUTH GIRLS SOFTBALL 04/09/18-04/19/18	001-550-600-320	20.00
USA SOFTBALL	INV0025721	04/23/2018	9 -UMPIRE CERTIFICATION FE	001-550-600-320	540.00
KENNEDI AKINS	INV0025722	04/23/2018	ACTIVITY WORKER 04/09/18-04/19/18	001-550-600-320	224.50
JALANA M. PERSE	INV0025723	04/23/2018	ACTIVITY WORKER 04/09/18-04/19/18	001-550-600-320	106.80
NEIKO HOWELL	INV0025724	04/23/2018	ACTIVITY WORKER 04/09/18-04/19/18	001-550-600-320	106.80
RONALD JOHNSON JR.	INV0025726	04/23/2018	ACTIVITY WORKER 04/09/18-04/19/18	001-550-600-320	760.00
CHRISTOPHER ANDRE CLARK	INV0025727	04/23/2018	ACTIVITY WORKER 04/09/18-04/19/18	001-550-600-320	120.00
JOE DAN BAKER	INV0025728	04/23/2018	ACTIVITY WORKER 04/09/18-04/19/18	001-550-600-320	814.00
VANESSA SHAFFER	INV0025729	04/23/2018	ACTIVITY WORKER 04/09/18-04/19/18	001-550-600-320	90.00
MORGAN SANTANNA	INV0025730	04/23/2018	REFUND	001-550-949-978	45.00
AVERY PUTNAM	INV0025731	04/23/2018	ACTIVITY WORKER 04/09/18-04/19/18	001-550-600-320	950.95
				Outstanding Total:	**33,631.24**
				Department 550 - PARKS AND REC DEPARTMENT Total:	**33,631.24**
Department: 600 - CAPITAL PROJECTS					
Outstanding					
SECURITY SOLUTIONS	111509	04/24/2018	COURTROOM MONITOR SYSTEM INSTALLATION	001-600-901-812	4,861.79
SULLIVAN'S OFFICE SUPPLY, INC.	33243	04/24/2018	5X7 OCCUPANCY LOAD SIGNS	001-600-901-812	65.85
BRISLIN, INC	180338	04/23/2018	QTRLY SVC-CITY HALL	001-600-901-812	1,000.00
DOSS ELECTRIC, INC.	4134	04/23/2018	ADD 2 RECEPTACLES IN THE COURTROOM	001-600-901-812	194.03
OKT COUNTY	1050847	04/24/2018	NEEL SCHAFFER INV. LOCKSLEY & BLACKJACK/TAP	001-600-912-861	282.08
TERRY STIDHAM CONSTRUCTION	17074-1	04/24/2018	HWY 12 MEDIAN LANDSCAPING-IRRIG BORING (FINAL PMT)	001-600-912-801	2,800.00
				Outstanding Total:	**9,203.75**
				Department 600 - CAPITAL PROJECTS Total:	**9,203.75**
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Paid					
STARKVILLE/OKTIBBEHA LIBRARY	INV0025693	04/20/2018	APRIL/MAY/JUNE CONTRIBUTION	001-653-900-802	45,000.00
				Paid Total:	**45,000.00**
				Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	**45,000.00**
Department: 800 - DEBT SERVICE					
Outstanding					
FIRST NATIONAL BANK OF CLARKSDALE	05.23.18	04/23/2018	CITY HALL PROJ.	001-800-820-830	325,000.00
FIRST NATIONAL BANK OF CLARKSDALE	05.23.18	04/23/2018	CITY HALL PROJ.	001-800-830-840	26,525.00
				Outstanding Total:	**351,525.00**
				Department 800 - DEBT SERVICE Total:	**351,525.00**
				Fund 001 - GENERAL FUND Total:	**699,763.45**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 015 - AIRPORT FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE/OKTIBBEHA AIRPORT	1432	04/24/2018	QUARTERLY SHARE OF AIRPORT FUNDING	015-000-276-111	7,982.00
				Outstanding Total:	**7,982.00**
				Department 000 - UNDESIGNATED Total:	**7,982.00**
Department: 505 - AIRPORT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	015-505-604-330	131.11
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	015-505-491-135	575.00
RACKLEY OIL INC.	478264	04/24/2018	AEROSHELL OIL, UNLEADED GAS	015-505-525-235	165.00
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	015-505-604-330	77.33
CANON SOLUTIONS AMERICA	463190	04/23/2018	COPIER USAGE-AIRPORT	015-505-600-338	4.96
RACKLEY OIL INC.	478365	04/24/2018	UNLEADED GAS	015-505-525-231	10.81
VERIZON WIRELESS	9804624689	04/25/2018	CELL PHONE BILLS BY DEPT	015-505-604-330	71.54
IVY AUTO PARTS, LLC.	583749	04/24/2018	MINIATURE LAMPS	015-505-570-273	3.97
MAXXSOUTH BROADBAND	INV0025754	04/24/2018	8282 41 101 0438241 AIRPOR	015-505-600-338	114.17
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	015-505-625-380	3,052.47
STARKVILLE DAILY NEWS	INV0025771	04/24/2018	ADVERTISING	015-505-610-340	32.60
RSINET	3979	04/25/2018	RSINET DATA SERVICE JAN-MAR 2018	015-505-600-338	180.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0025748	04/23/2018	AIRPORT	015-505-625-380	51.19
				Outstanding Total:	**4,470.15**
				Department 505 - AIRPORT Total:	**4,470.15**
				Fund 015 - AIRPORT FUND Total:	**12,452.15**
Fund: 022 - SANITATION					
Department: 322 - SANITATION DEPARTMENT					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	03.27.18	04/25/2018	2490 MARCH 2018	022-322-604-330	34.63
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	022-322-491-135	1,050.00
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	022-322-491-135	4,250.00
CSPIRE BUSINESS SOLUTIONS	1225104	04/23/2018	CSBS-643956	022-322-604-330	77.33
GOLDEN TRIANGLE PLANNING & DEVELOPM	2690042018	04/24/2018	SOLID WASTE BILLING-APRIL 2018	022-322-600-364	316.50
PITNEY GLOBAL-LEASE	3305908185	04/24/2018	LEASE FEE	022-322-604-330	87.90
CINTAS	215313605	04/23/2018	SANITATION/LANDSCAPE 04.03.18	022-322-535-233	234.42
OREILLY AUTO PARTS	0997-414833	04/24/2018	OIL, DEF FLUID, H TMP GREASE, FLUID	022-322-555-250	489.88
GATEWAY TIRE & SERVICE CENTER	1104091235	04/24/2018	2 TIRES/MOUNTS ON TRUCK# 42	022-322-630-360	660.40
GATEWAY TIRE & SERVICE CENTER	1104091426	04/24/2018	2 TIRES/MOUNTS FOR TRUCK#33	022-322-630-360	510.28
GATEWAY TIRE & SERVICE CENTER	1104091537	04/24/2018	2 TIRES/MOUNTS FOR TRUCK #43	022-322-630-360	559.76
STARKVILLE AUTO PARTS	112342	04/24/2018	RAD HOSE-LOWER TRUCK 33	022-322-555-250	19.99
CINTAS	215317463	04/23/2018	SANITATION 04.17.18	022-322-535-233	271.46
CSPIRE WIRELESS	2022710009	04/23/2018	2 SAMSUNG GALAXY 8S/CONTRACT PRICE	022-322-604-330	32.00
CSPIRE WIRELESS	2022710183	04/23/2018	JABRA STEEL RUGGED BT	022-322-604-330	99.00
GATEWAY TIRE & SERVICE CENTER	1104096574	04/24/2018	TRUCK #98 3 TIRES/OUTSIDE MOUNT	022-322-630-360	812.66

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	022-322-525-231	42.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	022-322-620-370	1,050.00
STARKVILLE UTILITIES	INV0025774	04/25/2018	UTILITY BILLS BY DEPT	022-322-630-360	810.54
STARKVILLE DAILY NEWS	INV0025771	04/24/2018	ADVERTISING	022-322-604-330	229.80
TRUSTMARK NATIONAL BANK	05.18.2018	04/25/2018	90090/2 FRONT LOADERS	022-322-820-874	6,510.39
TRUSTMARK NATIONAL BANK	05.18.2018	04/25/2018	90090/2 FRONT LOADERS	022-322-830-873	680.16
				Outstanding Total:	**18,829.10**
				Department 322 - SANITATION DEPARTMENT Total:	**18,829.10**
Department: 325 - RUBBISH					
Outstanding					
MS MUNICIPAL WORKER'S COMPENSATIO	9256	04/24/2018	ADDITIONAL WKMAN COMP PREMIUM (AUDIT)	022-325-491-135	315.00
GATEWAY TIRE & SERVICE CENTER	1104096771	04/24/2018	TRUCK #38-FIX FLAT OUTSIDE	022-325-630-360	26.50
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	022-325-525-231	4.00
				Outstanding Total:	**345.50**
				Department 325 - RUBBISH Total:	**345.50**
Department: 341 - LANDSCAPING					
Outstanding					
CINTAS	215313605	04/23/2018	SANITATION/LANDSCAPE 04.03.18	022-341-535-233	53.66
POWERSTROKE EQUIPMENT SALES & SVC	2901	04/24/2018	REPAIR EXMARK LASER	022-341-630-360	335.96
OREILLY AUTO PARTS	0997-414833	04/24/2018	OIL, DEF FLUID, H TMP GREASE, FLUID	022-341-555-250	489.89
CINTAS	215317463	04/23/2018	SANITATION 04.17.18	022-341-535-233	53.66
OKTIBBEHA COUNTY COOPERATIVE	364031	04/24/2018	2 HITCH PINS	022-341-555-250	23.98
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	022-341-525-231	12.00
REYNOLDS/RENASANT INSURANCE AGENCY	893668	04/24/2018	MAY PROPERTY INSURANCE	022-341-620-370	750.00
TRUSTMARK NATIONAL BANK	5.18.18	04/25/2018	90089/STREET SWEEPER	022-341-820-874	3,389.48
TRUSTMARK NATIONAL BANK	5.18.18	04/25/2018	90089/STREET SWEEPER	022-341-830-873	354.11
				Outstanding Total:	**5,462.74**
				Department 341 - LANDSCAPING Total:	**5,462.74**
				Fund 022 - SANITATION Total:	**24,637.34**
Fund: 023 - LANDFILL ACCOUNT					
Department: 323 - LANDFILL					
Outstanding					
NEEL-SCHAFFER	1050838	04/24/2018	CELL 5 BID DOCUMENTS	023-323-600-338	4,947.50
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0025743	04/23/2018	102182-001	023-323-625-380	46.20
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	6244	04/24/2018	APRIL MONTHLY TESTING	023-323-525-231	8.00
				Outstanding Total:	**5,001.70**
				Department 323 - LANDFILL Total:	**5,001.70**
				Fund 023 - LANDFILL ACCOUNT Total:	**5,001.70**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 107 - COMPUTER ASSESSMENTS					
Department: 112 - COMPUTER ASSESEMENTS					
Outstanding					
TYLER TECHNOLOGIES	025-217784	04/25/2018	APRIL 2018 ONLINE COURT SUPPORT	107-112-600-303	175.00
				Outstanding Total:	**175.00**
				Department 112 - COMPUTER ASSESEMENTS Total:	**175.00**
				Fund 107 - COMPUTER ASSESSMENTS Total:	**175.00**
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKTIBBEHA COUNTY	1050848A	04/24/2018	NEEL SCHAFFER INV/INDUSTRIAL PARK	303-600-600-309	12,672.80
				Outstanding Total:	**12,672.80**
				Department 600 - CAPITAL PROJECTS Total:	**12,672.80**
				Fund 303 - INDUSTRIAL PARK BOND Total:	**12,672.80**
Fund: 319 - CAPITAL IMPROVEMENTS PROJECTS					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
WELDING WORKS LLC, THE	2741	04/25/2018	CUSTOM TRAILER WITH TOOL BOX	319-600-948-850	1,100.00
MITCHELL, MCNUTT, & SAMS, P.A.	353638	04/25/2018	2018 PUB. IMP BONDS	319-600-600-309	37,648.00
MOODY'S INVESTORS SERVIC	P0268637	04/25/2018	MDB STARKVILLE GO2018	319-600-600-309	9,000.00
HANCOCK WHITNEY BANK	INV0025777	04/25/2018	2018 PUB IMP BONDS TRUSTEE FEE	319-600-600-309	3,800.00
MS DEVELOPMENT BANK	458	04/25/2018	PUBLIC IMP BONDS 2018 FEE	319-600-600-309	5,000.00
MS DEVELOPMENT BANK	741804	04/25/2018	PUBLIC BONDS 2018 LEGAL SERVICES	319-600-600-309	5,000.00
JONES WALKER LLP	166564-00	04/25/2018	2018 PUB. IMP. BONDS	319-600-600-309	47,600.00
GROUNDSTONE CONSTRUCTION	17068-1	04/25/2018	CANTERBURY ROAD DRAINING IMPROVEMENTS	319-600-948-855	24,351.53
GOVERNMENT CONSULTANTS, INC	INV0025776	04/25/2018	2018 PUB. IMP BONDS/MUNICIPAL ADVISORY FEE	319-600-600-309	26,952.00
				Outstanding Total:	**160,451.53**
				Department 600 - CAPITAL PROJECTS Total:	**160,451.53**
				Fund 319 - CAPITAL IMPROVEMENTS PROJECTS Total:	**160,451.53**
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
REGIONS FINANCIAL CORPORATION	05.15.18	04/25/2018	001-0007521-007/POOL PAYMENT	375-551-840-880	1,285.30
REGIONS FINANCIAL CORPORATION	05.15.18	04/25/2018	001-0007521-007/POOL PAYMENT	375-551-840-881	25.95
				Outstanding Total:	**1,311.25**
				Department 551 - PARK & REC TOURISM Total:	**1,311.25**
				Fund 375 - PARK AND REC TOURISM Total:	**1,311.25**
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0025770	04/24/2018	2% HOTEL/MOTEL TAX	610-000-147-656	17,558.46
				Outstanding Total:	**17,558.46**
				Department 000 - UNDESIGNATED Total:	**17,558.46**
				Fund 610 - TRUST & AGENCY Total:	**17,558.46**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU	INV0025757	04/24/2018	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	33,696.48
O.C.E.D.A	INV0025763	04/24/2018	2% FOOD & BEVERAGE TAX (15%)	630-000-148-655	25,272.36
STARKVILLE CONVENTIONS/VISITORS BUR	INV0025769	04/24/2018	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	25,272.36
				Outstanding Total:	**84,241.20**
				Department 000 - UNDESIGNATED Total:	**84,241.20**
				Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:	**84,241.20**
				Grand Total:	**1,018,264.88**

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	699,763.45	76,750.98
015 - AIRPORT FUND	12,452.15	0.00
022 - SANITATION	24,637.34	0.00
023 - LANDFILL ACCOUNT	5,001.70	0.00
107 - COMPUTER ASSESSMENTS	175.00	0.00
303 - INDUSTRIAL PARK BOND	12,672.80	0.00
319 - CAPITAL IMPROVEMENTS PROJECTS	160,451.53	0.00
375 - PARK AND REC TOURISM	1,311.25	0.00
610 - TRUST & AGENCY	17,558.46	0.00
630 - ECONOMIC DEV, TOURISM & CONV	84,241.20	0.00
Grand Total:	**1,018,264.88**	**76,750.98**

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	1,094.35	0.00
001-000-054-205	DUE FROM STARKVILLE	422.14	0.00
001-000-070-251	FUEL INVENTORY	17,501.26	0.00
001-000-149-691	MUNICIPAL COURT BON	750.00	750.00
001-100-604-330	COMMUNICATIONS	537.38	0.00
001-110-491-135	WORKER'S COMPENSATI	125.00	0.00
001-110-501-200	SUPPLIES	81.79	0.00
001-110-600-300	RESEARCH RESOURCES	963.00	0.00
001-110-604-330	COMMUNICATIONS	513.18	0.00
001-110-620-370	INSURANCE	210.00	0.00
001-110-690-553	TRAINING & EDUCATION	90.00	0.00
001-111-604-330	COMMUNICATIONS	109.79	0.00
001-120-491-135	Worker's Compensation	110.00	0.00
001-120-501-200	SUPPLIES	56.11	0.00
001-120-604-330	COMMUNICATIONS	675.64	0.00
001-120-691-550	MISCELLANEOUS	100.94	0.00
001-123-604-330	COMMUNICATIONS	893.30	0.00
001-123-918-805	MACHINERY AND EQUIP	60.00	0.00
001-145-501-200	SUPPLIES	510.58	0.00
001-145-604-330	COMMUNICATIONS	917.31	0.00
001-159-620-371	BONDING-CITY EMPLOY	350.00	0.00
001-169-600-309	LEGAL EXPENSES	200.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	253.34	0.00
001-180-491-135	Worker's Compensation	300.00	0.00
001-180-604-330	COMMUNICATIONS	223.04	0.00
001-190-501-200	SUPPLIES	23.82	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-604-330	COMMUNICATIONS/AD	972.21	0.00
001-190-620-370	INSURANCE	110.00	0.00
001-190-691-550	MISCELLANEOUS	65.65	0.00
001-192-491-135	WORKER'S COMPENSATI	-516.34	0.00
001-192-510-220	SUPPLIES	366.78	0.00
001-192-620-370	INSURANCE	510.00	0.00
001-192-625-380	UTILITIES	2,744.90	0.00
001-194-690-454	ORD 91-1 CONTRIBUTIO	7,625.00	0.00
001-197-501-200	SUPPLIES	113.12	0.00
001-197-525-231	GAS & OIL	2.00	0.00
001-197-600-308	ENGINEERING SERVICES	1,592.30	0.00
001-197-604-330	COMMUNICATIONS	268.61	0.00
001-197-620-370	INSURANCE	190.00	0.00
001-201-491-135	WORKER'S COMPENSATI	2,625.00	0.00
001-201-501-200	OFFICE SUPPLIES	447.72	0.00
001-201-525-231	GAS & OIL	413.59	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-535-233	UNIFORMS	5,449.92	0.00
001-201-541-237	PRISONER EXPENSES	11,127.13	0.00
001-201-545-238	FIRING RANGE SUPPLIES	1,059.00	0.00
001-201-555-250	JANITORIAL SUPPLIES	641.29	0.00
001-201-556-251	POLICE SUPPLIES	6,995.34	0.00
001-201-600-300	PROFESSIONAL SERVICE	6,200.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	11,461.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	2,939.19	0.00
001-201-615-343	PRINTING & BINDING	77.00	0.00
001-201-620-370	INSURANCE	1,615.00	0.00
001-201-625-380	UTILITIES	908.13	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	10,604.95	0.00
001-201-630-400	EQUIPMENT REPAIR &	4,160.07	0.00
001-201-630-404	RADIO MAINTENANCE /	90.00	0.00
001-201-630-426	BUILDING MAINTENANC	91.20	0.00
001-201-635-369	COPIER RENTAL	1,070.01	0.00
001-201-690-552	POLICE TRAINING/EDUC	19,720.00	1,635.00
001-201-691-550	MISCELLANEOUS	281.69	0.00
001-201-730-543	JAG Equipment Purchas	1,476.13	0.00
001-201-918-805	MACHINERY AND EQUIP	2,628.57	0.00
001-250-491-135	WORKER'S COMP	1,000.00	0.00
001-250-600-304	INFORMANT FEES	2,500.00	2,500.00
001-250-604-330	COMMUNICATIONS	181.23	0.00
001-261-491-135	WORKER'S COMPENSATI	2,081.34	0.00
001-261-501-200	SUPPLIES	262.90	0.00
001-261-510-220	SUPPLIES - TOOLS	685.70	0.00
001-261-525-231	GAS & OIL	75.15	0.00
001-261-535-233	UNIFORMS	71.90	0.00
001-261-555-250	SUPPLIES & SMALL TOO	273.20	0.00
001-261-558-269	BUILDING MAINTENANC	110.11	0.00
001-261-600-319	PHYSICAL EXAMINATION	14,982.00	0.00
001-261-600-390	FIRE TRAINING	1,975.95	365.98
001-261-600-430	UNIFORM CLEANING	163.50	0.00
001-261-604-330	COMMUNICATIONS	4,366.47	0.00
001-261-620-370	INSURANCE	1,180.00	0.00
001-261-625-380	UTILITIES	3,481.26	0.00
001-261-630-360	SHOP REPAIRS & MAINT	14,540.83	0.00
001-261-690-550	MISCELLANEOUS	18.12	0.00
001-261-691-550	MISCELLANEOUS	42.39	0.00
001-281-491-135	WORKER'S COMPENSATI	25.00	0.00
001-281-525-231	GAS & OIL	4.00	0.00
001-281-604-330	COMMUNICATION/ADV	268.59	0.00
001-281-620-370	INSURANCE	25.00	0.00
001-281-630-400	EQUIP MAINT, CREDIT C	25.90	0.00
001-281-690-553	TRAINING	128.71	0.00
001-281-690-555	DUES	25.00	0.00
001-281-691-550	MISCELLANEOUS	146.00	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	402.64	0.00
001-281-830-873	INTEREST (VEHICLES)	48.74	0.00
001-290-625-380	UTILITIES	348.69	0.00
001-301-491-135	WORKER'S COMPENSATI	275.00	0.00
001-301-501-200	SUPPLIES	116.51	0.00
001-301-525-231	GAS & OIL	16.00	0.00
001-301-535-233	UNIFORMS	268.06	0.00
001-301-555-250	SUPPLIES & SMALL TOO	200.70	0.00
001-301-560-270	CONSTRUCTION MATERI	4,914.24	0.00
001-301-604-330	COMMUNICATIONS	480.33	0.00
001-301-620-370	INSURANCE	1,050.00	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-301-625-380	UTILITIES	644.29	0.00
001-301-820-874	PRINCIPAL	402.63	0.00
001-301-830-873	INTEREST	48.74	0.00
001-302-625-380	UTILITIES	40,824.14	0.00
001-360-491-135	WORKER'S COMPENSATI	510.00	0.00
001-360-525-231	GAS & OIL	2.00	0.00
001-360-555-250	SUPPLIES & SMALL TOO	358.00	0.00
001-360-604-330	COMMUNICATIONS	77.33	0.00
001-360-620-370	INSURANCE	105.00	0.00
001-360-625-380	UTILITIES	966.04	0.00
001-360-951-955	TRANSFER TO HUMANE	26,500.00	26,500.00
001-550-501-200	OFFICE SUPPLIES	102.80	0.00
001-550-501-204	GAS & OIL	8.00	0.00
001-550-501-208	JANITORIAL FEES	588.48	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	628.48	0.00
001-550-600-300	MISC SERVICES	5,901.49	0.00
001-550-600-320	CONTRACT LABOR, UMP	6,378.55	0.00
001-550-600-330	COMMUNICATIONS / PH	1,348.38	0.00
001-550-600-340	UTILITIES	8,934.70	0.00
001-550-600-360	INSURANCE	7,105.00	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	2,121.41	0.00
001-550-630-426	BUILDING MAINT/REPAI	468.95	0.00
001-550-949-978	PARK & REC REFUNDS	45.00	0.00
001-600-901-812	MUNICIPAL BUILDING F	6,121.67	0.00
001-600-912-801	MDOT HWY 12 PROJECT	2,800.00	0.00
001-600-912-861	LOCKSLEY/BLACKJACK I	282.08	0.00
001-653-900-802	LIBRARY	45,000.00	45,000.00
001-800-820-830	CITY HALL PRINCIPAL DU	325,000.00	0.00
001-800-830-840	CITY HALL PROJECT INTE	26,525.00	0.00
015-000-276-111	CITY AIRPORT GRANT	7,982.00	0.00
015-505-491-135	WORKER'S COMPENSATI	575.00	0.00
015-505-525-231	GAS & OIL	10.81	0.00
015-505-525-235	AIRCRAFT OIL PURCHAS	165.00	0.00
015-505-570-273	VEHICLE REPAIR PARTS	3.97	0.00
015-505-600-338	CONTRACT & LEGAL SER	299.13	0.00
015-505-604-330	COMMUNICATIONS	279.98	0.00
015-505-610-340	ADVERTISING	32.60	0.00
015-505-625-380	UTILITIES	3,103.66	0.00
022-322-491-135	WORKER'S COMPENSATI	5,300.00	0.00
022-322-525-231	GAS & OIL	42.00	0.00
022-322-535-233	UNIFORMS	505.88	0.00
022-322-555-250	SUPPLIES & SMALL TOO	509.87	0.00
022-322-600-364	BILLING SERVICES	316.50	0.00
022-322-604-330	COMMUNICATIONS/AD	560.66	0.00
022-322-620-370	INSURANCE	1,050.00	0.00
022-322-630-360	SHOP REPAIRS & MAINT	3,353.64	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	6,510.39	0.00
022-322-830-873	INTEREST	680.16	0.00
022-325-491-135	WORKER'S COMPENSATI	315.00	0.00
022-325-525-231	GAS & OIL	4.00	0.00
022-325-630-360	SHOP REPAIRS & MAINT	26.50	0.00
022-341-525-231	GAS & OIL	12.00	0.00
022-341-535-233	UNIFORMS	107.32	0.00
022-341-555-250	SUPPLIES & SMALL TOO	513.87	0.00
022-341-620-370	INSURANCE	750.00	0.00
022-341-630-360	SHOP REPAIRS & MAINT	335.96	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	3,389.48	0.00
022-341-830-873	INTEREST	354.11	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
023-323-525-231	GAS & OIL	8.00	0.00
023-323-600-338	CONTRACT / PROF SERVI	4,947.50	0.00
023-323-625-380	UTILITIES	46.20	0.00
107-112-600-303	DATA PROCESSING	175.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	12,672.80	0.00
319-600-600-309	LEGAL AND PROF SVCS E	135,000.00	0.00
319-600-948-850	TRAFFIC CONTROL	1,100.00	0.00
319-600-948-855	CANTERBURY ROAD DR	24,351.53	0.00
375-551-840-880	PRINCIPAL - POOL	1,285.30	0.00
375-551-840-881	INTEREST-POOL	25.95	0.00
610-000-147-656	DUE TO GOVERNMENT	17,558.46	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	33,696.48	0.00
630-000-147-664	DUE TO VISITORS/CONV	25,272.36	0.00
630-000-148-655	DUE TO EDA	25,272.36	0.00
	Grand Total:	**1,018,264.88**	**76,750.98**

Project Account Summary

Project Account Key		Expense Amount	Payment Amount
None		1,018,264.88	76,750.98
	Grand Total:	**1,018,264.88**	**76,750.98**

Starkville
UTILITIES
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.

Ann Marie Logan

Ann Marie Logan, CPA
Manager of Accounting & Finance

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	12 ADS, LLC									
INV-07265	04/23/18	1867 Supplies		05/02/18	772.51	.00	ACH			
			VENDOR TOTAL:			772.51				
VENDOR:	124 ATMOS ENERGY									
3020752702-4/10	04/18/18	0 Utility bill		05/02/18	190.16	.00	ACH			
3020752962-4/10	04/18/18	0 Utility bill		05/02/18	160.75	.00	ACH			
			VENDOR TOTAL:			350.91				
VENDOR:	152 BUGS-B-GONE									
294985	04/18/18	0 Pest control		05/02/18	45.00	.00	ACH			
295642	04/18/18	0 Pest control		05/02/18	90.00	.00	ACH			
			VENDOR TOTAL:			135.00				
VENDOR:	202 BELL BUILDING SUPPLY									
219936	04/23/18	1924 Parts		05/02/18	32.85	.00	CHK			
220988	04/18/18	1956 Parts		05/02/18	32.75	.00	CHK			
221319	04/18/18	1967 Parts		05/02/18	26.14	.00	CHK			
221358	04/18/18	1970 Parts		05/02/18	21.08	.00	CHK			
221765	04/23/18	1983 Parts		05/02/18	10.15	.00	CHK			
			VENDOR TOTAL:			122.97				
VENDOR:	208 BERRY ELECTRIC, LLC									
4219, 4225	04/18/18	1968 Repairs		05/02/18	1387.00	.00	CHK			
			VENDOR TOTAL:			1387.00				
VENDOR:	220 CENTRAL PIPE SUPPLY									
751.3, 392.2,751	04/18/18	1880 Parts and supplies		05/02/18	2132.32	.00	ACH			
S100123839.002	04/18/18	1686 Supplies		05/02/18	1856.30	.00	ACH			
S100124998.3&4&5	04/18/18	1708 Parts		05/02/18	1546.06	.00	ACH			
S100126003.002	04/18/18	1724 Supplies		05/02/18	1715.00	.00	ACH			
S100126611.001	04/18/18	1731 Parts		05/02/18	311.00	.00	ACH			
S100128690.001	04/18/18	1769 Supplies		05/02/18	1006.60	.00	ACH			
S100137871.001	04/23/18	1977 Parts		05/02/18	471.00	.00	ACH			
			VENDOR TOTAL:			9038.28				

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	362	CONSOLIDATED PIPE & SUPPLY								
3181134, 3181108	04/18/18	1953 Supplies		05/02/18	1410.00	.00	CHK			
			VENDOR TOTAL:		1410.00					
VENDOR:	368	CONTROL SYSTEMS, INC								
55397	04/23/18	1985 Service call		05/02/18	693.75	.00	ACH			
			VENDOR TOTAL:		693.75					
VENDOR:	400	IVY AUTO PARTS								
583234, 582966	04/18/18	1898 Parts		05/02/18	287.47	.00	ACH			
			VENDOR TOTAL:		287.47					
VENDOR:	450	ENVIRO-LABS, INC.								
2266	04/18/18	1969 Supplies		05/02/18	69.00	.00	ACH			
			VENDOR TOTAL:		69.00					
VENDOR:	453	ENVIRONMENTAL RESOURCE ASSOC								
860743	04/18/18	1910 Testing services		05/02/18	1145.35	.00	ACH			
			VENDOR TOTAL:		1145.35					
VENDOR:	494	ELECTRIC MOTOR								
27528	04/18/18	1960 Repairs		05/02/18	1497.50	.00	ACH			
27535	04/18/18	1961 Pump Repairs		05/02/18	2984.12	.00	ACH			
			VENDOR TOTAL:		4481.62					
VENDOR:	498	DUTCH LUBRICANTS, LLC								
33159700	04/18/18	1911 Supplies		05/02/18	877.74	.00	CHK			
			VENDOR TOTAL:		877.74					
VENDOR:	620	G & C SUPPLY CO., INC.								
6691768	04/18/18	1891 Supplies		05/02/18	519.16	.00	ACH			
			VENDOR TOTAL:		519.16					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	691 GATEWAY TIRE&SERVICE CENTER									
I104088491	04/18/18	1943 Repairs		05/02/18	789.42	.00	CHK			
I104097457	04/23/18	1966 Repairs		05/02/18	37.98	.00	CHK			
			VENDOR TOTAL:		827.40					
VENDOR:	700 HEMPHILL CONSTRUCTION CO.									
PAY REQUEST 1-3	04/24/18	0 Pump Station Modifications		05/02/18	180203.51	.00	CHK			
			VENDOR TOTAL:		180203.51					
VENDOR:	736 GUARDIAN LOCK & KEY									
4755	04/18/18	1975 Repairs and keys		05/02/18	148.40	.00	CHK			
			VENDOR TOTAL:		148.40					
VENDOR:	823 H D SUPPLY, INC.									
I636077	04/23/18	1912 Repair parts		05/02/18	3047.82	.00	CHK			
I637517	04/23/18	1912 Parts		05/02/18	2410.91	.00	CHK			
I643399	04/18/18	1912 Supplies		05/02/18	426.31	.00	CHK			
			VENDOR TOTAL:		5885.04					
VENDOR:	1015 JAMES HARRIS PAINTING CO LLC									
4/16/18	04/18/18	1974 Painting		05/02/18	4500.00	.00	CHK			
4/16/18-1	04/18/18	1973 Painting		05/02/18	4500.00	.00	CHK			
			VENDOR TOTAL:		9000.00					
VENDOR:	1035 KANSAS CITY SOUTHERN									
1600075598	04/20/18	0 Annual Billing		05/02/18	569.61	.00	CHK			
			VENDOR TOTAL:		569.61					
VENDOR:	1105 LAWSON PRODUCTS, INC									
9305729155	04/23/18	1933 Supplies		05/02/18	201.86	.00	CHK			
			VENDOR TOTAL:		201.86					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1392 NUNLEY TRUCKING CO., INC.									
23960	04/23/18	1881 Gravel		05/02/18	1821.76	.00	CHK			
			VENDOR TOTAL:		1821.76					
VENDOR:	1400 NESCO									
S2242136.001	04/23/18	1984 Parts		05/02/18	7.49	.00	ACH			
			VENDOR TOTAL:		7.49					
VENDOR:	1525 OKTIBBEHA COUNTY COOP									
363212	04/18/18	1876 Uniforms		05/02/18	277.83	.00	ACH			
363392	04/18/18	1952 Supplies		05/02/18	185.00	.00	ACH			
363984	04/18/18	1957 Uniforms		05/02/18	264.94	.00	ACH			
365142	04/18/18	1964 Uniforms		05/02/18	103.24	.00	ACH			
366573	04/18/18	1976 Supplies		05/02/18	16.99	.00	ACH			
			VENDOR TOTAL:		848.00					
VENDOR:	1531 O'REILLY AUTO PARTS									
0997-413764	04/18/18	1940 Parts		05/02/18	26.11	.00	CHK			
			VENDOR TOTAL:		26.11					
VENDOR:	1800 RACKLEY OIL, INC.									
12/20/17	04/18/18	1982 Fuel		05/02/18	97.99	.00	ACH			
477032,577,578	04/18/18	89 Fuel		05/02/18	56.47	.00	ACH			
478764, 478999	04/18/18	89 Fuel		05/02/18	395.59	.00	ACH			
479076	04/18/18	89 Fuel		05/02/18	33.91	.00	ACH			
479384	04/18/18	1954 Fuel		05/02/18	1088.45	.00	ACH			
479547	04/23/18	89 Fuel		05/02/18	240.87	.00	ACH			
			VENDOR TOTAL:		1913.28					
VENDOR:	1905 STARKVILLE AUTO PARTS									
323,383,446,579	04/23/18	1869 Parts		05/02/18	750.28	.00	CHK			
			VENDOR TOTAL:		750.28					
VENDOR:	1910 STARKVILLE UTILITIES									
4/02-4/25/18	04/18/18	0 Utility bills		05/02/18	56533.81	.00	DFT			
			VENDOR TOTAL:		56533.81					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2018 TRADE AMERICA									
22460	04/18/18	1917 Supplies		05/02/18	940.46	.00	ACH			
22496	04/18/18	1945 Office supplies		05/02/18	313.26	.00	ACH			
22499	04/23/18	1945 Office supplies		05/02/18	419.04	.00	ACH			
22500	04/18/18	1951 Office supplies		05/02/18	123.88	.00	ACH			
			VENDOR TOTAL:		1796.64					
VENDOR:	2025 THE SHERWIN-WILLIAMS CO									
4283-2,4281-6	04/23/18	1936 Paint and supplies		05/02/18	1103.41	.00	CHK			
			VENDOR TOTAL:		1103.41					
VENDOR:	2104 UPS									
24W1X6148	04/18/18	0 Postage		05/02/18	23.43	.00	CHK			
24W1X6158	04/20/18	0 Postage		05/02/18	22.02	.00	CHK			
			VENDOR TOTAL:		45.45					
VENDOR:	2111 USA BLUEBOOK									
543166,165,652	04/18/18	1955 Supplies		05/02/18	3863.70	.00	CHK			
			VENDOR TOTAL:		3863.70					
VENDOR:	2209 THE WELDING WORKS, LLC									
2736	04/18/18	1937 Repairs		05/02/18	470.00	.00	CHK			
2737	04/18/18	1882 Repairs		05/02/18	187.50	.00	CHK			
			VENDOR TOTAL:		657.50					
VENDOR:	2221 VOLKERT, INC.									
00203009	04/24/18	0 Professional services		05/02/18	2140.00	.00	CHK			
00403008	04/24/18	0 Professional services		05/02/18	10390.00	.00	CHK			
			VENDOR TOTAL:		12530.00					
VENDOR:	2303 WATERMARK PRINTERS, LLC									
11444	04/18/18	1928 Office supplies		05/02/18	408.00	.00	CHK			
			VENDOR TOTAL:		408.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	9909810 LESLIE DEAN									
712, 713	04/18/18	0 Repairs and Maintenance		05/02/18	1050.00	.00	ACH			
			VENDOR TOTAL:		1050.00					
VENDOR:	99009783 TERRY STIDHAM CONSTRUCTION									
597955	04/24/18	0 Sewer improvements		05/02/18	675.00	.00	ACH			
897952	04/24/18	0 Sewer improvements		05/02/18	1875.00	.00	ACH			
897953	04/24/18	0 Sewer improvements		05/02/18	1713.20	.00	ACH			
897954	04/24/18	0 Sewer improvements		05/02/18	525.00	.00	ACH			
897957	04/24/18	0 Sewer improvements		05/02/18	450.00	.00	ACH			
897962	04/24/18	0 Sewer improvements		05/02/18	3477.50	.00	ACH			
897963	04/24/18	0 Sewer improvements		05/02/18	8041.00	.00	ACH			
897964	04/24/18	0 Sewer improvements		05/02/18	4906.00	.00	ACH			
897965	04/24/18	0 Sewer improvements		05/02/18	3152.50	.00	ACH			
897966	04/24/18	0 Sewer improvements		05/02/18	3102.50	.00	ACH			
			VENDOR TOTAL:		27917.70					
			GRAND TOTAL:		329399.71					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	131 ALTEC INDUSTRIES, INC.									
10914651, 26450	04/23/18	7930 Supplies		05/02/18	1086.79	.00	ACH			
			VENDOR TOTAL:		1086.79					
VENDOR:	202 BELL BUILDING SUPPLY									
221627	04/23/18	8024 Parts		05/02/18	22.99	.00	CHK			
			VENDOR TOTAL:		22.99					
VENDOR:	208 BERRY ELECTRIC, LLC									
4221	04/18/18	8019 Contractor Labor		05/02/18	1160.00	.00	CHK			
			VENDOR TOTAL:		1160.00					
VENDOR:	307 CITY OF STARKVILLE									
MAR 2018-EXP	04/18/18	0 Due to City - Mar 2018		05/02/18	374.43	.00	CHK			
			VENDOR TOTAL:		374.43					
VENDOR:	317 CHRIS MITCHELL MANAGEMENT									
032	04/20/18	0 TVA Wholesale Rate Analysis		05/02/18	3705.00	.00	ACH			
			VENDOR TOTAL:		3705.00					
VENDOR:	341 CDW GOVERNMENT, INC									
MHZ2333	04/18/18	7956 Office equipment		05/02/18	277.00	.00	ACH			
MJC6241	04/18/18	8001 Computer equipment		05/02/18	1582.02	.00	ACH			
			VENDOR TOTAL:		1859.02					
VENDOR:	604 FASTENAL COMPANY									
MSSTA78011,78146	04/18/18	7973 Parts and supplies		05/02/18	304.97	.00	ACH			
			VENDOR TOTAL:		304.97					
VENDOR:	691 GATEWAY TIRE&SERVICE CENTER									
I104103942	04/23/18	8032 Repairs		05/02/18	168.84	.00	CHK			
I104106378	04/23/18	8034 Repairs		05/02/18	15.00	.00	CHK			
			VENDOR TOTAL:		183.84					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	696 GARNER LUMLEY ELECTRIC									
547931	04/18/18	7765 Transformer Mounting Equipme		05/02/18	8020.00	.00	ACH			
548010	04/18/18	8000 Meters		05/02/18	9960.00	.00	ACH			
548231	04/18/18	7746 Transformers		05/02/18	28350.00	.00	ACH			
			VENDOR TOTAL:		46330.00					
VENDOR:	730 GRESCO UTILITY SUPPLY, INC.									
50013523-02	04/18/18	7943 Materials		05/02/18	515.00	.00	ACH			
			VENDOR TOTAL:		515.00					
VENDOR:	809 HOWARD INDUSTRIES, INC.									
244024-703450	04/23/18	7763 Pole Mount Transformers		05/02/18	3675.00	.00	ACH			
			VENDOR TOTAL:		3675.00					
VENDOR:	818 HANCOCK EQUIP. & OIL CO.									
9725	04/18/18	7986 Supplies		05/02/18	255.00	.00	ACH			
			VENDOR TOTAL:		255.00					
VENDOR:	1010 J.T. RAY COMPANY									
180413-0388	04/18/18	0 Copier service		05/02/18	57.90	.00	CHK			
			VENDOR TOTAL:		57.90					
VENDOR:	1106 LESLIE DEAN									
711	04/18/18	0 Maintenance		05/02/18	625.00	.00	ACH			
			VENDOR TOTAL:		625.00					
VENDOR:	1205 LOWE'S									
4/06-4/18/18	04/23/18	8017 Parts and supplies		05/02/18	370.79	.00	CHK			
			VENDOR TOTAL:		370.79					
VENDOR:	1400 NESCO									
S2237952, 238136	04/18/18	7988 Materials-LED Light Bulbs		05/02/18	1310.10	.00	ACH			
S2239607,997,734	04/18/18	8003 Materials		05/02/18	926.56	.00	ACH			
			VENDOR TOTAL:		2236.66					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING   UNPAID INVOICES
FOR: 05/02/18 ACCOUNT 23200

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1406 NORTHEAST EXTERMINATING									
4/11/18	04/18/18	8016 Pest control		05/02/18	45.00	.00	ACH			
			VENDOR TOTAL:		45.00					
VENDOR:	1525 OKTIBBEHA CO. CO-OP									
361176	04/18/18	7992 Parts		05/02/18	2.29	.00	ACH			
			VENDOR TOTAL:		2.29					
VENDOR:	1531 MDR CONSTRUCTION, INC.									
29-21753	04/18/18	8021 Contractor		05/02/18	13812.00	.00	ACH			
29-21796	04/23/18	8031 Contractor		05/02/18	8800.00	.00	ACH			
			VENDOR TOTAL:		22612.00					
VENDOR:	1536 PALMER'S SERVICE CENTER									
4/23/18 STMT	04/23/18	8036 Vehicle repairs		05/02/18	8601.43	.00	ACH			
			VENDOR TOTAL:		8601.43					
VENDOR:	1623 POWERSTROKE EQUIPMENT SALES									
2915	04/18/18	8010 Repair parts		05/02/18	380.95	.00	ACH			
2927	04/23/18	8030 Repair parts		05/02/18	651.32	.00	ACH			
			VENDOR TOTAL:		1032.27					
VENDOR:	1818 UNITED RENTALS, INC.									
152367660-008	04/23/18	8033 Equipment rental		05/02/18	340.00	.00	ACH			
943761631-123	04/20/18	0 Equipment rental		05/02/18	1000.00	.00	ACH			
			VENDOR TOTAL:		1340.00					
VENDOR:	1878 RUSSELL HAMILTON									
4/18/18	04/18/18	0 Reimbursement for Supplies		05/02/18	32.09	.00	ACH			
			VENDOR TOTAL:		32.09					
VENDOR:	1887 S & S LINE SERVICE									
1912-1913 - 4/06	04/18/18	0 ROW Clearing		05/02/18	5391.44	.00	ACH			
1914-1915 - 4/13	04/20/18	0 ROW Clearing		05/02/18	5510.00	.00	ACH			

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
			VENDOR TOTAL:		10901.44					
VENDOR:	1917 RONNIE JONES CONST., INC.									
20181111	04/18/18	7999 Gravel		05/02/18	1006.72	.00	CHK			
			VENDOR TOTAL:		1006.72					
VENDOR:	1933 STARKVILLE WATER DEPT									
MAR 2018	04/24/18	0 March Billings		05/02/18	759057.47	.00	CHK			
			VENDOR TOTAL:		759057.47					
VENDOR:	1937 SOUTHERN PIPE & SUPPLY									
1720781-00	04/23/18	7965 Small equipment		05/02/18	818.00	.00	ACH			
			VENDOR TOTAL:		818.00					
VENDOR:	1940 STUART C. IRBY									
S010672070.002	04/18/18	7972 Supplies		05/02/18	214.00	.00	ACH			
			VENDOR TOTAL:		214.00					
VENDOR:	1945 SULLIVAN'S									
33271	04/18/18	0 Office supplies		05/02/18	236.97	.00	ACH			
			VENDOR TOTAL:		236.97					
VENDOR:	2040 TVPPA EDUCATION & TRAIN.									
98149	04/20/18	0 Education and training		05/02/18	500.00	.00	ACH			
			VENDOR TOTAL:		500.00					
VENDOR:	2104 UPS									
12031F148	04/18/18	0 Postage		05/02/18	1.18	.00	CHK			
			VENDOR TOTAL:		1.18					
VENDOR:	2118 BORDER STATES ELECTRIC									
915102925	04/23/18	7993 Parts		05/02/18	183.60	.00	ACH			
			VENDOR TOTAL:		183.60					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2210 VERIZON WIRELESS									
9804489735	04/18/18	0 Phone bill		05/02/18	1558.22	.00	CHK			
			VENDOR TOTAL:		1558.22					
VENDOR:	2300 WALMART COMMUNITY BRC									
4/12/18	04/18/18	8018 Office supplies		05/02/18	61.59	.00	CHK			
			VENDOR TOTAL:		61.59					
VENDOR:	2306 WATERS TRUCK AND TRACTOR CO.									
01P143546	04/23/18	8023 Repairs		05/02/18	406.13	.00	CHK			
			VENDOR TOTAL:		406.13					
VENDOR:	2426 ZERION SOFTWARE									
2018-101152	04/20/18	0 AMI Metering Support		05/02/18	1500.00	.00	ACH			
			VENDOR TOTAL:		1500.00					
			GRAND TOTAL:		872872.79					

AGENDA ITEM DEPT.: CCO

CITY OF STARKVILLE COVERSHEET **AGENDA DATE:** 5/1/2018

RECOMMENDATION FOR BOARD ACTION **PAGE:** 1 of 3

SUBJECT: Consideration of Budget Adjustments for fiscal year 9-30-18

AMOUNT & SOURCE OF FUNDING: N/A

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Admin and Finance

DIRECTOR'S AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION, CONTACT: Alderwoman Sandra Sistrunk or Lesa Hardin

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SUGGESTED MOTION: Approval of budget adjustments for fiscal year 9-30-18

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May 1, 2018 – Post at April 30, 2018			
Budget Amendments for Fiscal Year ending September 30 , 2018			
Account #	**Description**	**Debit**	**Credit**
001-000-203-005	Prior Tax		10,000.00
001-000-206-050	Housing Project Tax		3,000.00
001-000-206-049	TVA Tax Revenue		66,250.00
001-000-262-103	Okt Co Road Tax		55,000.00
001-000-358-715	Park Advertisers		10,000.00
001-000-358-705	Park Sports / Registration fees		25,000.00
001-000-358-715	Park – Miscellaneous	24,000.00	
001-000-360-628	NRPA/WalMart After School Grant		35,000.00
001-000-389-819	Inception of Capital Lease	10,000.00	
001-000-392-950	Sale of Cemetery Plots		2,100.00
001-000-254-112	Civil Defense Siren		13,000.00
001-000-254-069	Police School Reimb.		3,000.00
001-000-392-920	Sale of Equipment		1,000.00
001-110-918-810	Court Software		2,500.00
001-120-430-107	Part Time Media Intern	5,700.00	
001-120-470-131	Intern Social Security	450.00	
001-120-501-200	Mayor Supplies		750.00
001-120-525-231	Mayor Gas and Oil		300.00
001-120-600-300	Professional Services	15,000.00	
001-120-091-550	Mayor Miscellaneous	4,000.00	
001-123-630-400	I T Equipment Repairs / Maint		500.00
001-123-501-200	I T Supplies	500.00	
001-123-620-370	I T Insurance		
001-169-600-327	Legal: Attorney bonds		30,000.00
001-169-615-342	Legal: Advertising	2,000.00	
001-180-600-320	HR: Background Checks		4,000.00
001-190-600-300	Planning: Prof Svcs/Comp Plan		25,000.00
001-190-600-310	Planning Commission		1,000.00
001-190-610-350	Planning Dept Travel		500.00
001-190-630-401	Planning Dept Equipment		1,000.00
001-190-918-807	Planning Dept Capital Outlay	10,000.00	
001-201-420-103	Police Salaries		25,000.00
001-201-420-105	Police Management		10,000.00
001-201-450-125	Police Overtime	35,000.00	
001-201-555-250	Police Janitorial Supplies	3,500.00	
001-201-625-380	Police Utilities		20,000.00
001-201-702-262	4-County Grant Expenses	3,540.00	

001-201-918-805	Police Equipment	33,000.00	
001-360-525-231	Animal Control – Gas and Oil	1,500.00	
001-360-420-105	Animal Control – Salaries	20,000.00	
001-360-470-130	Animal Control – Retirement	1,000.00	
001-360-480-133	Animal Control – Health Ins	5,400.00	
001-281-525-231	Building / Codes – Gas		500.00
001-281-600-300	Building / Codes – Prof. Svcs	2,500.00	
001-290-630-400	Civil Defense Siren Maintenance	6,000.00	
001-290-918-805	Civil Defense Siren	12,220.00	
001-261-555-261	Fire– Homeland Sec Grant Exp	26,175.00	
001-261-702-613	Fire-FEMA Assistance Grant	260,615.00	
001-261-918-805	Fire Equipment		27,000.00
001-261-450-125	Fire Overtime		100,000.00
001-197-600-308	Engineering: Outside Services		3,000.00
001-197-440-108	Engineering Co-op	5,700.00	
001-197-470-131	Engineering Soc Sec	450.00	
001-197-918-806	Engineering Equipment	3,000.00	
001-301-440-114	Street Dept Labor		25,000.00
001-301-470-131	Street Dept Soc Sec		1,000.00
001-301-460-130	Street Dept PERS		1,100.00
001-301-480-133	Street Dept Insurance	19,200.00	
001-550-430-107	Parks: Maintenance	12,000.00	
001-550-430-115	Parks: Part Time	34,000.00	
001-550-450-125	Parks: Overtime		7,500.00
001-550-460-130	Parks: Retirement	2,000.00	
001-550-480-131	Parks: SS / MC	3,000.00	
001-550-480-133	Parks: Hospital Ins	2,700.00	
001-550-501-208	Parks: Janitorial		28,000.00
001-550-501-320	Parks: Contract Services		35,500.00
001-550-600-340	Parks: Utilities		40,000.00
001-550-600-426	Parks: Building Maintenance	23,000.00	
001-550-900-900	Parks: Small Equipment	30,350.00	
001-600-903-516	Sidewalks (Moved to Bond)		40,000.00
001-552-610-350	NRPA Travel – WalMart Grant	1,200.00	
001-552-501-200	NRPA Supplies–WalMart Grant	33,800.00	
022-341-820-874	Landscape: Truck Principal	10,000.00	
022-341-830-873	Landscape: Truck Interest	2,500.00	
022-000-395-925	Sale of Equipment		12,500.00
	Totals	$ 668,000.00	$ 668,000.00

AGENDA ITEM DEPT.: CCO

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA DATE: May 1, 2018
PAGE: 1

SUBJECT: Consideration of renewal of three year outdoor warning siren system maintenance contract with Precision Communications, Inc.

AMOUNT & SOURCE OF FUNDING: 001-290-630-400 Budgeted Maintenance of Civil Defense System

Current three year maintenance agreement expires May 31, 2018.

REQUESTING DEPARTMENT: Admin and Finance

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

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION:

Approval of renewal of three year outdoor warning siren system maintenance contract with Precision Communications, Inc.

PRECISION COMMUNICATIONS, INC.

Precision Communications, Inc.
P.O. Box 1685
Tupelo, MS 38802
(662) 844-3118
www.precisioncomm.com
precisioncommunicationsinc@gmail.com

ESTIMATE

Bill To
STARKVILLE, CITY OF
110 WEST MAIN STREET
STARKVILLE, MS 39759

Estimate No. 7788
Date 04/03/2018

P.O. Number

Item Decription	Qty	Rate	Amount
3 YEAR OUTDOOR WARNING SIREN SYSTEM MAINTENANCE CONTRACT			
SERVICE CONTRACT TO PROVIDE LABOR AT SITE FOR ANNUAL INSPECTION, WHICH WILL INCLUDE INSPECTION OF SPEAKER CLUSTER, SIREN CABINET, AND AC SERVICE FOR ANY SIGNS OF DAMAGE OR LOOSE HARDWARE. LOAD TEST BATTERIES TO INSURE PROPER VOLTAGE, TEST BATTERY CHARGER FOR PROPER VOLTAGE OUTPUT. CHECK ALL CONDUIT FOR WATER TIGHT CONNECTION AND ENTRANCE INTO CABINET, CHECK INTEGRITY OF LIGHTNING PROTECTION AND ANY CORROSION OF CONNECTIONS, OBSERVE POLE FOR ANY SHIFTING OR LEANING, SIREN CABINET: INSPECT FOR ANY FOREIGN MATERIAL OR RODENT INTRUSIONS, CLEAN ALL DRAIN HOLES AND SCREENS, EXAMINE ALL WIRING HARNESSES AND TERMINATIONS, AND PROPER CONNECTIONS. INSPECT ANTENNAS, COAX, AND RADIO TRANSMIT AND RECEIVE.CHECK FOR PROPER GROUNDING, SPEAKER ARRAY, ANTENNA BRACKET, CABINET BRACKET AND POLE GROUNDING. REPAIR OR REPLACE ANY PARTS OF NORMAL WEAR AND TEAR NOT TO EXCEED $50.00. . PRICE INCLUDES REPLACEMENT OF ALL BATTERIES THE FIRST YEAR. . 12 FEDERAL SIGNAL SIRENS: REPLACE 48 BATTERIES. 5 WHELEN R4 SIRENS: REPLACE 10 BATTERIES. . TEST EACH SIREN, REPAIR AND REPLACE ANY DEFECTIVE COMPONENTS. . CITY WILL BE BILLED FOR ANY PARTS OR REPAIR OF PARTS EXCEEDING $50.00. PRECISION WILL REPAIR SIRENS DURING THE LENGTH OF THE CONTRACT WHEN DISPATCHED. NO CHARGE FOR PARTS UNDER $50.00. NO CHARGE FOR DEFECTIVE BATTERIES DURING YEAR 2 AND YEAR 3.		0.00	
FIRST YEAR - 2018 (INCLUDES ALL NEW BATTERIES)	1	14,793.80	14,793.80
SECOND YEAR - 2019	1	9,338.60	9,338.60
THIRD YEAR - 2020	1	9,338.60	9,338.60

PRICES GOOD FOR 90 DAYS FROM ABOVE DATE

Subtotal

Discount

PROPOSAL BY:BM/KD	Tax	
	Total	**$33,471.00**

CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: City Clerk/CFO
AGENDA DATE: 5-1-18
PAGE: 1

SUBJECT: Consideration of re-advertising for requests for quotes for property, vehicle and equipment insurance services.

AMOUNT & SOURCE OF FUNDING: As budgeted

HISTORY:

The current insurance policy was quoted two years ago and runs through May 31 and does have a one year automatic extension if desired.

Two quotes were received in April for the City's property, automobile physical damage and equipment coverage. The lower quote is not with a Mississippi admitted insurance underwriter. "Non-admitted" status means that a carrier has not been approved by the state's insurance department and therefore is not state regulated and do not contribute to the state guaranty fund which protects policyholders from a bankruptcy of the carrier.

Also, the $25,000 deductible has proven to be too high the past two years. In 2017 when a DUI driver ran into a Fire Station, it did not cover the $21,000 damage incurred. A few weeks ago when lightning struck the Sportsplex, the cost was less than the deducible and therefore all costs incurred were the burden of the Park Dept.

These are two areas which appear to need to be addressed in a new advertisement.

REQUESTING DEPARTMENT: Office of the City Clerk

DIRECTOR'S AUTHORIZATION: Lesa Hardin, City Clerk

FOR MORE INFORMATION CONTACT: Lesa Hardin, 662-323-2525

SUGGESTED MOTION:

Move approval to set aside the two quotes received in April and to authorize the Finance and Administration Department to re-advertise for sealed quotes as revised for insurance coverage of the City's property, automobile physical damage and equipment.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: May 1, 2018

SUBJECT:

Request authorization to hire Ricky Williams, Nick Shumaker and Detrick Sanders as part-time Certified Firefighters in the Starkville Fire Department.

AMOUNT & SOURCE OF FUNDING:

Ricky Williams **-** This position will be paid only for actual hours worked, not to exceed twenty (24) hours per shift at $11.50 per hour. This position will not be eligible for benefits.

Nick Shumaker **-** This position will be paid only for actual hours worked, not to exceed twenty (24) hours per shift at $11.50 per hour. This position will not be eligible for benefits.

Detrick Sanders **-** This position will be paid only for actual hours worked, not to exceed twenty (24) hours per shift at $11.50 per hour. This position will not be eligible for benefits.

FISCAL NOTE:

AUTHORIZATION HISTORY:

On April 3, 2018, the Board approved to advertise for three (3) part time positions to help eliminate overtime.

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 Ricky Williams, Nick Shumaker and Detrick Sanders as part-time Certified Firefighters in the Starkville Fire Department.

CITY OF STARKVILLE COVERSHEET **AGENDA ITEM DEPT:** Human Resources
RECOMMENDATION FOR BOARD ACTION **AGENDA DATE: May 1, 2018**
Page: 1

SUBJECT:

Request authorization to hire Dylan Davis as a Certified Firefighter, in the Starkville Fire Department and request authorization to hire and retain candidates from the selection process, held on April 26, 2018 for consideration to fill any additional vacant positions in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days.

AMOUNT & SOURCE OF FUNDING:

Dylan Davis - Grade 5, Base Salary of $30,774.00 ($11.50 per hour) for certified, based on 2676 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

Dylan Davis, is replacing Bethany Allen, who voluntarily resigned.

REQUESTING DEPARTMENT:

Starkville Fire Department

DIRECTOR'S AUTHORIZATION:

Chief Charles Yarbrough, Fire Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Dylan Davis as a Certified Firefighter, in the Starkville Fire Department and request authorization to hire and retain candidates from the selection process, held on April 26, 2018 for consideration to fill any additional vacant positions in the Firefighter classification due to retirements, terminations, or approved additions to the Fire Department within a period of 90 days.

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

AGENDA ITEM DEPT.: Police
AGENDA DATE: 5/1/2018

SUBJECT: Discussion and consideration to allow Corporal Josh Wilson, to attend the SSGT Firearms Instructor Course, in Jonesboro GA, at a total cost of $1505.00

AMOUNT & SOURCE OF FUNDING
Training 001-230-690-552

FISCAL NOTE:

Firearm Instructor Course Check payable to SSGT	$750.00
Hotel: Check made payable to Hampton Inn	$525.00
Per Diem: Check made payable to Cpl. Josh Wilson	$230.00
Total cost	**$1505.00**

AUTHORIZATION HISTORY:
N/A

REQUESTING DEPARTMENT: Starkville Police Department

DIRECTOR'S AUTHORIZATION: Chief R. Frank Nichols

FOR MORE INFORMATION CONTACT: Starkville Police Department 662-323-4131

SUGGESTED MOTION:

Move approval to allow Corporal Josh Wilson, to attend SSGT Firearms Instructor Course, in Jonesboro GA, at a total cost of $1505.00

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME:	Josh Wilson
DATE:	4/19/18
DEPARTMENT:	Police
FUND:	Training 001-230-690-552
PURPOSE OF TRIP:	Firearm Instructor Training

Approved at Board Meeting

TOTAL OF TRAVEL BREAKDOWN

MEALS: $ 230.00
TRAVEL (POV): $ 0
TRAVEL (COV): $ 0
HOTEL: Hampton Inn $525.00
(Registration: Firearm Instructor Class $750.00
TOTAL $ 1505.00

EMPLOYEE SIGNATURE DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
5-6-18			$21.00	$2.00	$23.00
5-7-18	$11.00	$12.00	$21.00	$2.00	$46.00
5-8-18	$11.00	$12.00	$21.00	$2.00	$46.00
5-9-18	$11.00	$12.00	$21.00	$2.00	$46.00
5-10-18	$11.00	$12.00	$21.00	$2.00	$46.00
5-11-18	$11.00	$12.00			$23.00
TOTAL:	$55.00	$60.00	$105.00	$10.00	$230.00

MILEAGE TRAVELED IF REQUESTING REIMBURSEMENT

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
TOTAL:					0

STARKVILLE

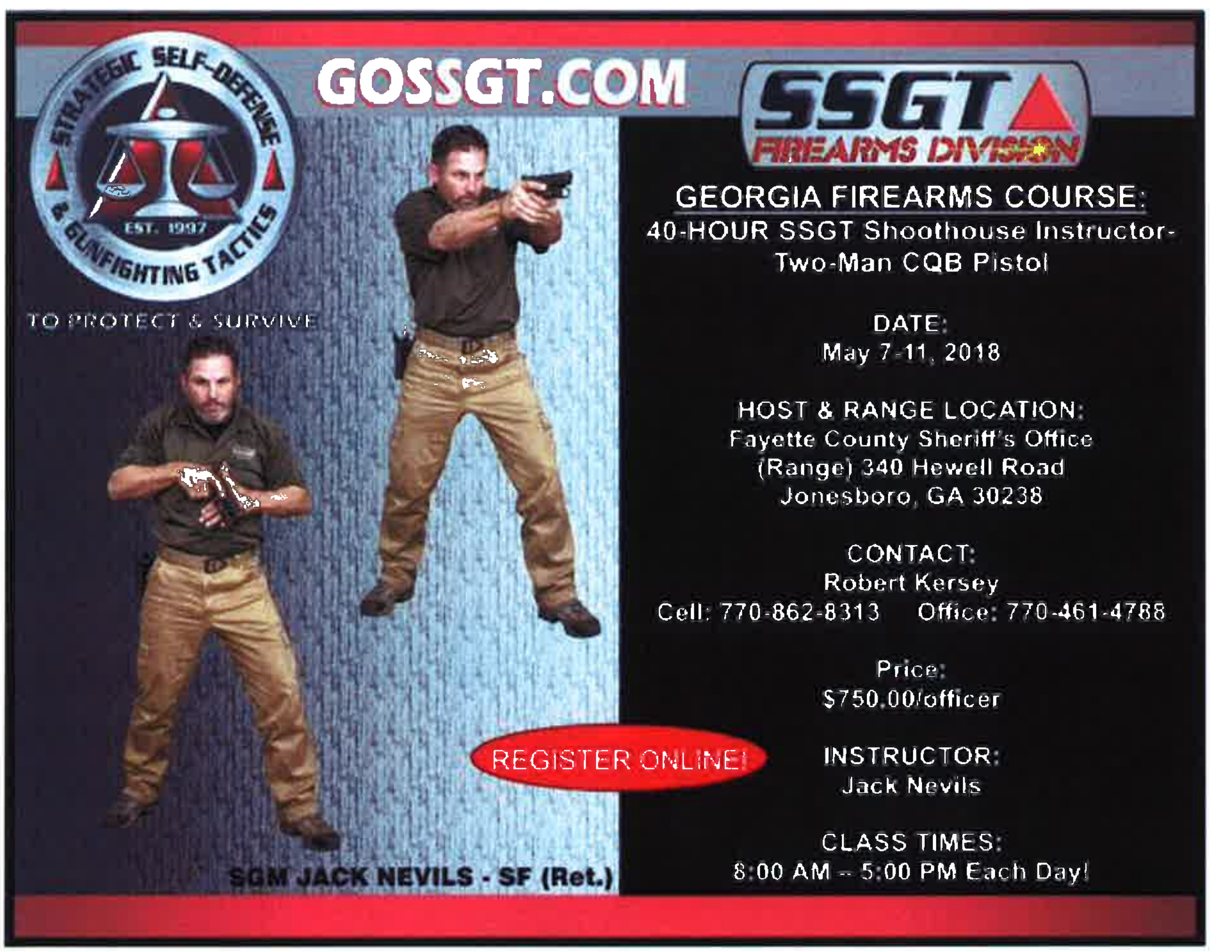
Joshua Wilson <j.wilson@cityofstarkville.org>

SSGT 40-hour Shoothouse Instructor Course in Jonesboro, GA

1 message

Johnny Smith <ssgtlaw@mail.com> Fri, Mar 30, 2018 at 4:24 PM
To: sam.oneal@dnr.ga.gov, jbertucci@slidellpd.com, gaileyb@taylorcountytexas.org, cpd1312@hotmail.com, bbell@haughtonpolice.org, Jroberts@calera.org, j.wilson@cityofstarkville.org, Chad.George@huntsvilleal.gov, clparke3@olemiss.edu, jtrahan@tpso.net, nedwards@germantown-tn.gov, patrick.krieg@dunwoodyga.gov, kreidbpd@gmail.com, mlambeau@eslpd.com, chris.maga@brentwoodtn.gov, jacoffman1@tva.gov, michael.sweat@cantonga.gov, David.kain@rockdalecountyga.gov, jphelps@hcsotn.com, jbillingsley@oceansprings-ms.gov

Don't Miss This Opportunity! Train with Special Forces Legend SGM Jack Nevils! Register Online Today!



1708 Talleyho Street
Cullman Alabama 35055
USA

Unsubscribe | Change Subscriber Options

Your Room Information:

KING STANDARD NON SMOKING

Rooms:	1
Guests:	1 Adult
Check In:	May 06 4:00 PM
Check Out:	May 11 11:00 AM

Free Cancellation: If your plans change, let us know by May 04 to avoid being charged for the first night.*

Your Plan Information:

US Government

Rate per night :	
May 06 2018 - May 07 2018	129.00 USD
May 07 2018 - May 11 2018	99.00 USD
Total for Stay per Room	
Rate:	525.00 USD
Taxes:	103.75 USD
Total:	628.75 USD
Total for Stay :	**628.75 USD**

AGENDA ITEM NO:
AGENDA DATE: May1, 2018
PAGE: 1 of 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization to award and complete contract for S&S Line Service, Inc. for tree-trimming and removal services.

AMOUNT & SOURCE OF FUNDING:

FY 2018 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:
Board authorized to advertise for tree-trimming and removal services for Starkville Utilities on March 20, 2018.

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move to award and complete contract for S&S Line Service, Inc. for tree-trimming and removal services.

STARKVILLE UTILITIES
STARKVILLE, MISSISSIPPI

TABULATION OF PROPOSALS RECEIVED ON APRIL 23, 2018
FOR ELECTRIC LINE RIGHT-OF-WAY LINE CLEARING SERVICES

	S&S Line Service, Inc.	W.A. Kendall & Co.			
BASIS OF CHARGES: LABOR					
Working Supervisor	$23.90	$46.25			
Working Foreman	$21.95	$40.02			
Trimmer	$18.85	$38.11			
Groundman	$16.05	$28.58			
BASIS OF CHARGES: EQUIPMENT20.00					
Bucket Truck	$17.10	$20.00			
Chipper Truck	$8.50	$16.00			
Pickup Truck	$8.34	$15.00			
Chipper	$5.95	$10.00			
Saws	$1.20	$1.50			
4-MAN CREW & EQUIPMENT COST PER HOUR	**$121.84**	**$215.46**			

I hereby certify that this is a true and correct tabulation of the proposals received for Electric Line Right-of-Way Line Clearing Services on April 23, 2018.

Jeffrey Atwell

Jeffrey Atwell, P.E.

Atwell & Gent, P.A.
Electrical & Consulting Engineers

April 23, 2018

Mr. Terry Kemp, P.E.
General Manager
Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39760-0927

Re: Electric Line Right-of-Way Clearing Services

Terry,

Please find enclosed a certified tabulation of proposals received for Electric Line Right-of-Way Line Clearing Services received by Starkville Utilities (SU) on April 23, 2018. S&S Line Service, Inc. provided the most favorable proposal of two proposals received. I recommend that SU proceed with executing an Agreement for Electric Line Right-of-Way Line Clearing Services with S&S Line Service, Inc.

Once this has been approved, please let me know and I will prepare and forward copies of the Agreement to the Contractor for execution.

Best regards,
ATWELL & GENT, P.A.
CONSULTING ENGINEERS

Jeffrey Atwell

Jeffrey Atwell, P.E.
President

Enclosures

C: File P/N 101E6012

P.O. Box 2558 Starkville, Mississippi 39760-2558
309 University Drive Starkville, Mississippi 39759
662-324-5658 | 662-324-6073 Fax
www.atwellandgent.com

ELECTRIC LINE RIGHT OF WAY LINE CLEARING SERVICES AGREEMENT

This Agreement made the 2nd day of May, 2018 between the Owner:

City of Starkville Utilities
P.O. Box 927
Starkville, Mississippi 39670-0927

and the Contractor:

S & S Line Service, Inc.
P.O. Box 485
Laurel, Mississippi 39441

The Contractor is a (check and complete one of the following):

_____ Corporation solely organized and existing under the laws of the State of Mississippi, and having its principal office in:

Laurel	Jones	MS
(City)	(County)	(State)

_____ Partnership of the following (List all Partners)

_____ Partnership of the following (Sole Proprietorship)

The Contractor's taxpayer identification number is 64-0852073.

THE WORK COVERED BY THIS AGREEMENT IS AS FOLLOWS:

Tree trimming and associated debris removal in the Owner's electric service area.

THE OWNER AND THE CONTRACTOR AGREE TO THE TERMS SET FORTH IN ARTICLES 1 THROUGH 7, IN THE FOLLOWING DOCUMENT, AS FOLLOWS:

SECTION 1 CONTRACTED WORK

1.1 SCOPE OF WORK

A. The Contractor shall trim and remove trees along, under, and over the Owner's electric distribution and transmission lines as specified herein. The Contractor shall trim and cut trees in an environmentally friendly manner, in the ways that reduce or eliminate future maintenance requirements while preserving desirable vegetation. The key objectives are to improve electric system reliability, lengthen maintenance cycles, enhance Owner- Customer relations, and insure safety of Owner's and

Contractor's personnel. All tree trimming under this agreement will be performed in an urban area.

SECTION 2 SPECIFICATIONS

2.1 TREE TRIMMING REQUIREMENTS

A. Tree trimming and pruning shall be performed in accordance with modern arboricultural standards. Drop-crotching, directional trimming and "collar" cuts will be utilized at all times except where mechanical tree saws are used, to minimize stubbing, round-overs and flat top trimming practices.

B. Tree trimming and pruning shall be performed in accordance with modem arboricultural standards. Drop-crotching, directional trimming, and "collar" will be utilized at all times except where mechanical tree saws are used, to minimize stubbing, round-over, and flat top trimming practices.

C. Trees shall be trimmed as to provide a maximum clearance from primary conductors. Exceptions will be allowed where this would require the removal of structural limbs that would drastically alter the shape of the tree. Such exceptions should not result in unsafe conditions or jeopardize clearances as outlined in these specifications (see Paragraph B. 4.) should always be obtained. Exceptions from these clearances requirements will be granted as per requirements of regulatory agencies or as required by Owner's designated representative.

D. Minimum tree clearances from open wire secondary will be two feet from tree species with slow to moderate re-growth rates; five feet from tree species with fast to very fast re-growth rates or as required by Owner's designated representative.

E. Recommended Minimum Tree Clearances from Distribution Primary Conductors:

Rate of Growth	Clearance*	Example Tree Species
Slow	6'	Southern Magnolia, Conifers, Live Oak, Eastern Red Cedar
Moderate	8'	Hickory, Black Cherry, Pecan, Maple, Ash
Fast	10'	Hackberry or Sugarberry, SweetGum, Ash, Elm, Sycamore, Willow, Chinese Tallow, Amore

*These are recommended minimal clearances only. Acceptable minimal clearances will be to previous trim line (distance obtained last cycle).

F. Minimum clearance for overhanging limbs is to remove those limbs 20' above conductors or those limbs that, if broken, would hinge and contact conductors, whichever is greater. Exceptions will be allowed where this would require the removal of sound, structural limbs that would drastically alter the shape of the tree. Such exceptions shall not result in unsafe limb overhanging the conductors regardless of height, will be removed.

2.2 TREE REMOVAL

A. All tall growing tree species less than 6" in diameter at the height of 4'-6" above grade will be removed. Trees greater than 6" in diameter at a height of 4'-6" feet above grade will be trimmed only. Removal of trees greater than 6" in diameter shall be done only when the Contractor is directed to do so by the Owner's designated representative. If permission to remove trees less than 6" in diameter cannot be obtained from property owner, the tree shall be trimmed as a per clearance requirements in Paragraph "B" above, with refusal form completed and forwarded to the Owner's designated representative.

B. Removal Criteria shall be as follows:

1. Undesirable fast-growing tree species.
2. Trees which cannot be economically re-trimmed because of rapid re-growth.
3. Trees which are left unsightly because of excess trimming.
4. Trees in school yards, parks, and other obvious locations where children could climb and contact conductors.
5. Dead, dying, live defective, decayed, shallow rooted, leaning trees which endanger the safe operation and maintenance of energized primary lines.
6. Trees where adequate clearance cannot be obtained (i.e. side trimming tree trunks within 5 feet of primary conductors.

C. Trees will be removed as close to ground level as possible.

D. Removal of large trees over 6" in diameter should be authorized by the Owner's representative.

E. Stumps that are capable or re-sprouting will be treated with an approved herbicide unless in situations prohibited by product label. Stump treatments shall be done according to label recommendations.

F. Vines shall be cut and removed from poles, guy wires, and pole braces.

G. Trees should not be removed when:

1. Owner's overhead lines are not directly involved.
2. Low growing trees or shrubs that cause little interference with electric service.
3. A service line is the only line involved.

2.3 WOOD WASTE DISPOSAL

A. Brush and debris shall be removed from public and private property and disposed of at a dumping location that meets local, state, and federal requirements and is solely the responsibility of the Contractor.

SECTION 3 SUPERVISION

A. The OWNER does not reserve any right to control the methods or manner of performance of the work by the CONTRACTOR. The CONTRACTOR, in doing the work herein called for, shall not act as an agent or employee of the OWNER, but shall be and act as an independent CONTRACTOR, and shall be free to perform the work by such methods and in such manner as the CONTRACTOR may choose, furnishing all equipment, and doing everything necessary to perform such work properly and safely, having supervision over and responsibility for the safety and actions of his employees, and control over and responsibility for his equipment. The OWNER may at all times have the right to have its authorized representative inspect the work, not for any purpose or reserved right of controlling the methods and manner of the performance of the work, but in order to assure that all work complies with the requirements of the Agreement.

B. CONTRACTOR shall provide and maintain at its own expense all such safeguards as will effectively prevent accident or damage to property or person during the prosecution of the work. CONTRACTOR's safety rules and regulations shall be applicable to all work performed hereunder. CONTRACTOR shall be solely responsible for job safety.

C. CONTRACTOR shall employ an ample force of workers and supervisory personal and shall prosecute the work in a prompt, diligent, and professional manner and in strict accordance with specifications. Any equipment that are to be furnished by CONTRACTOR hereunder shall be furnished in sufficient time to enable CONTRACTOR to perform and complete the work within the time or times required by OWNER.

D. CONTRACTOR represents that it is fully experienced and properly qualified to perform the work, and that it is properly equipped, organized, and financed to perform such work. CONTRACTOR represents that it is properly licensed and qualified to do business in all governmental jurisdictions in which the work is to be performed, and that it will maintain such licenses and qualifications throughout the term of this Agreement. Upon written request by OWNER, CONTRACTOR shall promptly furnish to OWNER such evidence as OWNER may require relating to CONTRACTOR's ability to perform fully this Agreement in the manner and within the time required by OWNER.

E. CONTRACTOR specifically agrees that CONTRACTOR is an independent CONTRACTOR and an employing unit subject as an employer to all applicable unemployment compensation, Occupational Safety & Health Act ("OSHA"), and similar laws so as to relieve OWNER of any responsibility or liability for treating CONTRACTOR's employees as employees of OWNER for the purpose of their safety or keeping records, making reports or paying any payroll taxes or contribution for such persons; and CONTRACTOR agrees to indemnify and hold OWNER harmless and reimburse it for any expense or liability incurred under such laws in connection with the employees of CONTRACTOR.

F. CONTRACTOR shall be solely responsible for training its own employees and assuring that those employees are fully aware of the hazards associated with the work, including, but not limited to, the hazards of working on or around energized electrical facilities. CONTRACTOR assumes full responsibility for compliance with OSHA.

SECTION 4 WORKMANSHIP AND CONDUCT OF CONTRACTOR'S EMPLOYEES

A. CONTRACTOR warrants that it is competent to do the work in a safe manner and agrees to employ none but qualified foremen and skilled workmen on work requiring special qualifications and to at all times enforce strict discipline and good order among employees and others carrying out the Agreement. CONTRACTOR shall not hire or retain employees who are not sober, who are negligent, careless or incompetent or otherwise unfit to perform the work assigned them, or who (except as authorized by law) sell, purchase, transfer, possess or use controlled substances or marijuana on the job site or otherwise violate the law. CONTRACTOR shall require his employees to abide by all regulations, security measures, and procedures of the project. CONTRACTOR shall employ, discharge, pay, control or direct its employees and shall not permit them to directly or indirectly interfere with the employees of OWNER or other Contractors in the performance of their work, or the OWNER in the inspection of the work. It shall be the duty of CONTRACTOR to adequately train and supervise its agents, representatives, employees in all matters relating to safety and job performance.

B. The public relations of the OWNER shall be given due and practicable consideration at all times. The CONTRACTOR and his employees shall be courteous in all of their communications with property owners. All of the CONTRACTOR's personnel and equipment shall be neat and orderly in behavior and appearance. Complaints received from property owners shall be immediately reported by the CONTRACTOR to the OWNER.

C. CONTRACTOR agrees to immediately remove, at OWNER's request, any person carrying out the Agreement due to misconduct or any other sound reason for removal. Should CONTRACTOR fail or refuse to immediately take such action, OWNER may issue a stop work order suspending all or any part of the work or may terminate the Agreement pursuant to Section 8 herein. No part of the time lost due to any such stop work order shall constitute a claim for extension of the Agreement time or for excess costs or damages by CONTRACTOR.

SECTION 5 INSPECTION OF WORK

A. The OWNER reserves the right, but shall not be obligated, to appoint inspectors to follow the progress of the work with authority to suspend work not in accordance with the Agreement. Acceptance or approval by the inspector shall in no event be deemed to constitute final acceptance of same by the OWNER. The inspection by the OWNER's inspector shall not relieve the CONTRACTOR of any responsibility for the proper performance of the work. Inspection by the OWNER's inspectors shall not be deemed to be supervision by the OWNER of the CONTRACTOR, its agents, servants, or employees, but shall be only for the purpose of assuring that the work complies with the Agreement. All persons employed by the CONTRACTOR in performance of any work under this Agreement shall be employees of the CONTRACTOR and shall not be deemed to be employees of the OWNER for any purpose whatever.

SECTION 6 QUALITY CONTROL

A. The quality of the work shall be checked by an OWNER's representative and the CONTRACTOR's General Supervisor at least monthly, or more frequently if requested by the OWNER. The Quality Control check shall consist of, but not be limited to, checking selected work locations for compliance with SPECIFICATIONS. A Quality Control sheet shall be prepared upon completion of the inspection. If serious discrepancies are discovered, all work locations, back to the last Quality Control check, shall be re-inspected and all discrepancies corrected at no cost to the OWNER.

SECTION 7 TERM OF CONTRACT

A. The term of this Agreement shall be for an initial period of two (2) years and shall be commenced at any time after the agreement is signed by both parties and the insurance required in Article 9 of this document is in effect and a certificate of insurance has been provided by the Contractor to the Owner.

B. After the initial two (2) year term, this agreement may be extended a maximum of two (2) additional one (1) year periods when mutually agreed by the Owner and Contractor.

SECTION 8 TERMINATION OF THE CONTRACT

A. The Agreement can be terminated for convenience (a) by the OWNER by giving thirty (30) days written notice thereof to the CONTRACTOR or (b) by the CONTRACTOR by giving sixty (60) days written notice thereof to the OWNER, with termination to occur at the end of the notice period or at a later date as stated in the notice.

B. In the event of a termination hereunder, the CONTRACTOR will be paid for all work performed to the date of termination, but will not be paid for any work not performed or for any anticipated profits on work not performed or for any loss or damage with respect to any equipment or materials purchased for anticipated use in the work or for payments, taxes or benefits to or for personnel anticipated to be employed in the performance of the work.

C. This agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event this agreement should be terminated by the Owner, the Contractor shall be paid his compensation for services performed prior to receipt of written notice of such termination. In all cases where termination has resulted due to one party failing substantially to perform in accordance with the terms of this agreement, such party will remain liable to the other for all damages incurred as a result of breach of this agreement.

D. The agreement may be terminated by either party upon thirty (30) days written notice should either party be unable to substantially perform in accordance with its terms due to circumstances beyond the control of the parties. In the event of such termination, neither party will remain liable to the other for damages incurred as a result of such termination.

8.2 INDEMNIFICATION

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense in caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party of person described in the paragraph.

B. In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' or workman's' compensation acts, disability benefit acts or other employee benefit acts.

SECTION 9 INSURANCE REQUIREMENTS

9.1 INSURANCE

A. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Mississippi Such insurance as will protect the Contractor and the Owner from claims set forth below which may arise out of or result from the Contractor's operations under this agreement:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result or an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages because of bodily injury, death or a person or property damage arising out of ownership, maintenance or use of motor vehicle;
7. Claims involving contractual liability insurance applicable to Contractor's obligation under Paragraph 7.1.

B. The Contractor's limits of liability shall be written for not less than the following:

1. GENERAL LIABILITY:

Commercial General Liability
General Aggregate..$2,000,000 Aggregate
Products & Completed Operations....................$2,000,000 Aggregate
Personal & Advertising Injury...................$1,000,000 Per Occurrence
Bodily Injury and Property Damage..........$1,000,000 Per Occurrence
Fire Damage Liability......................................$50,000 Per Occurrence
Medical Expense ....$5,000 Per Occurrence

2. OWNERS & CONTRACTORS PROTECTIVE LIABILITY

Bodily Injury & Property Damage ....$1,000,000 Aggregate
Bodily Injury & Property Damage ....$500,000 Per Occurrence

3. AUTOMOBILE LIABILITY:

(Owned, non-owned & hired vehicles)

<u>Contractor Insurance Option Number 1:</u>
Bodily Injury & Property Damage ....$ 500,000 Per Occurrence
(Combined Single Limit)

<u>Contractor Insurance Option Number 2:</u>
Bodily Injury..$250,000 Per Person
Bodily Injury... $500,000 Per Accident
Property Damage...$100,000 Per Occurrence

4. EXCESS LIABILITY:

Bodily Injury & Property Damage ....$1,000,000 Aggregate
(Combined Single Limit)

5. WORKERS' COMPENSATION:

As required by Statue

6. EMPLOYERS' LIABILITY

Accident ....$100,000 Per Occurrence
Disease..$500,000 Policy Limit
Disease... $100,000 Per Employee

9.2 CERTIFICATE OF INSURANCE

A. Contractor shall furnish three copies of a standard Certificate of Insurance Form to the Owner setting forth evidence of all coverage required in Paragraph 9.1 above. The Contractor shall also furnish two copies of any endorsements that are subsequently issued amending limits of coverage or effective dates or policies.

B. If the coverage's are provided on a claims-made basis, the policy date or retroactive date shall predate the date of this agreement. Insurance coverage must be maintained by the Contractor until work under this agreement is complete.

SECTION 10 LAWS, RULES, REGULATIONS, CODES AND ORDINANCES

10.1 CONTRACTOR shall comply at all times with all Federal, State, County, and Municipal laws, ordinances and regulations that in any manner affect the Agreement and its performance. He shall comply with all such laws, ordinances and regulations applicable to the work, including obtaining permits and licenses, disposing of debris resulting from the work, inspection of equipment and licensing members of the crew.

10.2 CONTRACTOR shall require all of his agents and employees to observe and comply with the said laws, ordinances and regulations, and the CONTRACTOR expressly binds himself to defend, indemnify and save harmless the OWNER and its officers, agents, servants and employees from and against all claims, demands, suits or actions of every kind and nature presented or brought for any claim or liability arising from or based on the violation of any such law, ordinance or regulation on the part of the CONTRACTOR, or his agents, servants or employees.

10.3 It is a policy of the OWNER that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics in any manner which may impair an individual's ability to perform assigned duties or otherwise adversely affect the OWNER's business interests; and further, that employees shall not possess alcoholic beverages in the work place or consume alcoholic beverages in association with working hours. This policy will apply to all persons performing work for the OWNER or visiting OWNER property.

SECTION 11 SUBROGATION

11.1 This Agreement is considered one for the personal services of the CONTRACTOR, and the CONTRACTOR shall not subcontract the whole or part of the work to others without the prior written consent of the OWNER. This Agreement shall inure to and be binding upon the successors and assigns of the parties hereto, but the CONTRACTOR shall not assign, directly or indirectly, this Agreement or any of his rights or performance obligations without prior written consent of the OWNER.

SECTION 12 WORK ON PUBLIC RIGHTS-OF-WAY AND PRIVATE PROPERTY

12.1 The CONTRACTOR shall be responsible for the preservation of all public and private property along and adjacent to the work, including roads, walks, fences, utility lines, pipes, conduits, etc., whether above ground or underground, and shall use every precaution necessary to prevent damage or injury thereto. When or where any direct or indirect damage or injury is done to such public or private property by or on account of any act or omission of the CONTRACTOR in the performance of the work, such property shall be restored by the CONTRACTOR at his expense to a condition substantially equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same.

SECTION 13 CONTRACT RATES

13.1 HOURLY RATES

A. The Owner will pay the Contractor in current funds for the work performed by employees of the Contractor and for the equipment used by the Contractor at the following rates:

LABOR	REGULAR HOURLY RATE PER EMPLOYEE	OVERTIME HOURLY RATE PER EMPLOYEE
Working Supervisor	$23.90	$35.85
Working Foreman	$21.95	$32.93
Trimmer	$18.85	$28.28
Groundman	$16.05	$24.08

EQUIPMENT	REGULAR HOURLY RATE PER VEHICLE	OVERTIME HOURLY RATE PER VEHICLE
Bucket Truck	$17.10	$17.10
Chipper Truck	$8.50	$8.50
Pick-up Truck	$8.34	$8.34
Chipper	$5.95	$5.95
Power Saw	$1.20	$1.20
Tractor & Bush Hog	$17.90	$17.90

B. Payments by Owner will be made based upon hours actually worked by the Contractor. Time starts at mobilization and ends when the Contractor returns to a mutually agreed upon base. The size and makeup of the crew or crews and the equipment to be utilized will be agreed upon by the Owner and the Contractor prior to beginning work on the project and are subject to change by the Owner with thirty (30) days written notice to the Contractor. Overtime rates will be paid by the Owner only when agreed upon by both parties to this agreement.

SECTION 14 PAYMENTS

14.1 PROGRESS PAYMENTS

A. The Contractor shall submit invoices to the Owner monthly for the work performed during the previous month. Invoices shall be delivered to the owner by the 18th day of the month in order to be approved for payment the following month. The Owner will pay the Contractor in accordance with the rates contained herein for approved work indicated on monthly invoices. The Contractor shall supply weekly time sheets with each invoice. Timesheets shall show the following:

1. Labor and equipment types with associated hours
2. Number of trees trimmed
3. Number of trees removed by diameter class
4. Location of work performed

B. The contract price set forth under Article 13 shall represent the total of all sums due to the Contractor for work performed under this contract and no order of the Owner or any of their employees, either verbal or written, shall modify or act as a waiver of the contract price. The contract price shall not be modified in any fashion except upon the anniversary date at which time the rate may be adjusted upward by no more than 75% of the Consumer Price Index for Urban Consumers compiled by the United States Commerce Department.

SECTION 15 COUNTERPARTS

15.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

SECTION 16 NO WAIVER

16.1 OWNER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right, privilege, or breach.

No waiver by OWNER of any breach of any provision of this Agreement shall be effective unless expressly set forth in writing and signed by OWNER's representative.

SECTION 17 ENTIRE AGREEMENT

17.1 This Agreement embodies the entire agreement between CONTRACTOR and OWNER concerning the subject matter hereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. Except as otherwise provided herein, no changes, modifications, or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers on the day and date first written above.

CITY OF STARKVILLE UTILITIES

ATTEST:

______________________________ SIGNATURE: ______________________________

NAME: ______________________________

TITLE: ______________________________

DATE: ______________________________

S &S LINE SERVICES, INC

ATTEST:

______________________________ SIGNATURE: ______________________________

NAME: ______________________________

TITLE: ______________________________

DATE: ______________________________

AGENDA ITEM NO:
AGENDA DATE: May 1, 2018
PAGE: 1 of 1

CITY OF STARKVILLE COVERSHEET
RECOMMENDATION FOR BOARD ACTION

SUBJECT: Request authorization and purchase at state contract or better, ¾ ton, crew cab, 2wd to replace truck #65 at the water division and authorize the sale of truck #65, 2003 Ford F-350, 1FT5W30592EB58403.

AMOUNT & SOURCE OF FUNDING:

FY 2018 Budget

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING DEPARTMENT: Utilities

DIRECTOR'S AUTHORIZATION: Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval to purchase at state contract or better, ¾ ton, crew cab, 2wd to replace truck #65 at the water division and authorize the sale of truck #65, 2003 Ford F-350, 1FT5W30592EB58403.

STANDARD/OPTIONAL EQUIPMENT FORM

DESCRIPTION: Truck, Pick-up, 3/4 Ton, Crew Cab, 2 Wheel Drive

VENDOR: Landers Dodge

ITEM NO.: 070-48-52361-2

MAKE/MODEL Dodge Ram 2500

ENGINE: 5.7L V-8

PRICE INCLUDING TITLE FEE: $23,467.00

Miles Per Gallon	
City	
Hwy	
Combined	

Contract No: 8200035591

Landers Dodge E-Mail: rsmart@landersmemphis.com

315 E. Goodman Phone: 662-349-3006

Southaven, MS 38671 Toll Free:

Randy Smart Fax: 662-349-7000

LIST FACTORY COLORS AVAILABLE AT NO CHARGE:

INTERIOR COLORS:

WHITE BLACK BLUE RED GREY MAX STEEL SILVER

ITEM	OPTION CODE	DEALER COST	REQ. OPTION CODE
List optional engines:			
6.4 L V-8	22A	$455	
6.7L DIESEL	2FA	$8,200	
Headliner, Cloth		INC	
Air Conditioning		INC	
Braking System, Anti-Lock		INC	
Bumper, Rear Step		INC	
Clock, Digital		INC	
Cooling, Aux Trans Oil		INC	
Cooling, Maximum Engine		INC	
Mirrors, Dual, Trailer Tow		INC	
Tire, Conventional Spare		INC	
Transmission, Automatic 6-speed		INC	
Restraint System, Driver/ Passenger Air Bag		INC	
Speed Control/Tilt Steering		INC	
Trailer Tow Pkg.		INC	
Wipers, Intermittent		INC	
Power Windows and Locks		INC	
Radio, AM/FM		INC	
Limited Slip	DSA	$420	
All Terrain Tires	TCP	$365	
Box Delete	XBC	$30	
LWB OPTION	LWB	$225	

In an effort to be more efficient in government spending and to save taxpayer dollars, this year's contract does not provide for any options other than the ones listed on the Standard Equipment Form. Any vehicles purchased that deviate from this list will be in violation of State Contract bid requirements. If you need any equipment other than what is listed on this form, you will need to follow normal purchasing procedures.