



OFFICIAL ELECTRONIC PACKET

**CITY OF STARKVILLE, MISSISSIPPI
July 3, 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.



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

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

City Engineer
Edward Kemp

Utilities General Manager
Terry Kemp

Court 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, JULY 3, 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 JUNE 5, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JUNE 15, 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

A. JEFFREY RUPP PROVIDING INFORMATION ON THE LEMONADE STAND PROJECT.

VIII. PUBLIC HEARINGS

A. FIRST PUBLIC HEARING AND DISCUSSION FOR UPDATING CHAPTER 62 – FLOODS, ARTICLE II – FLOOD DAMAGE PREVENTION OF THE CODE OF ORDINANCES, CITY OF STARKVILLE, MISSISSIPPI, TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CRF REQUIREMENTS.

B. PUBLIC HEARING AND DISCUSSION OF CU 18-02 A REQUEST FOR CONDITIONAL USE TO ALLOW FOR 5 MOBILE HOMES ON SAND RD. IN TOWNSHIP RANGE 16-18N-14E IN AN R-5 AND C-2 ZONE WITH THE PARCEL NUMBER 105 -16-002.00.

C. PUBLIC HEARING AND CONSIDERATION OF RZ 18-03 A REQUEST TO REZONE FOUR PARCELS LOCATED AT 701, 703, 705, AND 707 NORTH MONTGOMERY STREET FROM C-2 TO R-5 WITH THE PARCEL NUMBER 108I-00-002.00, 108I-00-002.01, 108I-00-002.02, AND 108I-00-002.03.

IX. MAYOR'S BUSINESS

- A. CONSIDERATION OF SEWER AND WATER RATE CHANGES FOR THE PURPOSE OF REPLACING EXISTING INFRASTRUCTURE IN THE CITY OF STARKVILLE.

X. BOARD BUSINESS

- A. A REPORT BY CITY ENGINEER ON THE OVERLAYING AND STRIPING OF CITY STREETS IN OCCORDANCE WITH THE 2018 STREET IMPROVEMENT PROGRAM.

XI. DEPARTMENT BUSINESS

- A. AIRPORT

THERE ARE NO ITEMS FOR THIS AGENDA

- B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF A SPECIAL EVENT REQUEST BY UNITED WAY OF NORTH CENTRAL MS TO HOLD THE SECOND ANNUAL RUN UNITED 5K KICKOFF ON SEPTEMBER 22, 2018 AND HAVE CITY PARTICIPATION WITH IN-KIND SERVICES.

- b. CONSIDERATION OF VA 18-03 A REQUEST BY OKTIBBEHA COUNTY FOR VARIANCE RELIEF FROM SIDEWALK REQUIREMENTS FOR A PROPOSED FEMA COMMUNITY SAFE ROOM AT SOUTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND INDUSTRIAL PARK ROAD IN A M-1 ZONE WITH THE PARCEL 102K-00-012.00.

- C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

- D. ENGINEERING

THERE ARE NO ITEMS FOR THIS AGENDA

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 26, 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 PERMISSION TO ACCEPT A BLUE CROSS & BLUE SHIELD OF MISSISSIPPI FOUNDATION, PERIOD OF THE HEALTHY HEROS PROGRAM FOR THE AMOUNT OF \$44,647.00. THE CITY WOULD USE THESE FUNDS TO PURCHASE FITNESS EQUIPMENT FOR AN ONSITE FITNESS CENTER AT THE FIRE DEPARTMENT AND TO PUT IN A WALKING TRACK AT FIRE STATION 2. THIS IN A 100% GRANT, WITH NO COST TO THE CITY.

F. FIRE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

G. HUMAN RESOURCES

THERE ARE NO ITEMS FOR THIS AGENDA

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE COWBOYS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.
2. CONSIDERATION OF THE APPROVAL OF THE FACILITY USE AGREEMENT WITH THE STARKVILLE SAINTS ORGANIZATION FOR USE OF AN ATHLETIC FIELD FOR THEIR FOOTBALL AND CHEER PROGRAMS.
3. REQUEST PERMISSION TO ALLOW GERRY LOGAN TO ATTEND NATIONAL RECREATION AND PARK ASSOCIATION CONFERENCE IN INDIANAPOLIS, INDIANA ON SEPTEMBER 24-28, 2018

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ENTER A LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MISSISSIPPI FOR TWO HARLEY DAVIDSON MOTORCYCLES.

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. REQUEST PERMISSION TO ALLOW TERRY KEMP TO ATTEND SEVEN STATES POWER CORP. BOARD MEETING AND FOLLOW UP MEETING ON JULY 15-17, 2018 IN CHATTANOOGA, TN.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

- A. PERSONNEL
- B. PENDING LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL JULY 10, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

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



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

AGENDA ITEM:
MINUTES AGENDA
DATE: 6-5-2018
PAGE: 1 of 93

SUBJECT: Request approval of the minutes of the June 5, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

REQUESTING
DEPARTMENT: City Clerk's Office

DIRECTOR'S
AUTHORIZATION: Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk / CFO

SUGGESTED MOTION: Approval of the minutes of the June 5, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE RECESS MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
June 5, 2018**

Be it remembered that the Mayor and Board of Aldermen met in a Regular Meeting on June 5, 2018 at 5:30 p.m. in the Courtroom of City Hall, located at 110 West Main Street, Starkville, MS. Present were Mayor Lynn Spruill, Aldermen Ben Carver, Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Attending the Board were City Clerk / CFO Lesa Hardin and City Attorney Chris Latimer.

Mayor Lynn Spruill opened the meeting with the Pledge of Allegiance followed by a moment of silence.

Mayor Lynn Spruill asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked to remove the Minutes of May 25, 2018 Special Call Meeting from consent.

Mayor Spruill asked to remove the Resolution of Intent to Grant Tax Exemption from Board Business Item 1.

Mayor Spruill asked to remove 1040 N Montgomery Street, parcel 117E-00-029.00 from Community Development – Code Enforcement Item 1.a. in that substantial improvement to the property has been accomplished.

Alderman Perkins requested the following five items be removed from Consent:

Minutes of May 25, 2018 Budget Work Session

Board Business Item X. 2. Consideration of Starkville Country Club Fireworks Show

Human Resource Item G. 1. Authorization to hire Part-Time Seasonal Program Specialists

Human Resource Item G. 2. Authorization to hire Part-Time Seasonal Program Specialists

Human Resource Item G. 3. Authorization to hire Park Ground & Facilities Supervisor

There being no objections to the changes, the Mayor called for a motion to approve the agenda with consent items.

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

Alderman Carver offered a motion, duly seconded by Alderman Sistrunk, to approve the June 5, 2018 Agenda as amended. Mayor Spruill then read the consented items after which the Board voted as follows:

Alderman Ben Carver Voted: Yea

Alderman Sandra Sistrunk Voted: Yea

Alderman David Little Voted: Yea

Alderman Jason Walker Voted: Yea

Alderman Patrick Miller Voted: Yea

Alderman Roy A'. Perkins Voted: Yea

Alderman Henry Vaughn, Sr. Voted: Yea

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

**OFFICIAL AGENDA OF
THE MAYOR AND BOARD OF ALDERMEN
OF THE
CITY OF STARKVILLE, MISSISSIPPI
RECESS MEETING OF TUESDAY, JUNE 5, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

Alderman Little will appear telephonically

CONSENT AGENDA ITEMS ARE HIGHLIGHTED

I. CALL THE MEETING TO ORDER

II. PLEDGE OF ALLEGIANCE AND A MOMENT OF SILENCE

III. APPROVAL OF THE OFFICIAL AGENDA INCLUDING CONSENTED ITEMS

IV. APPROVAL OF THE BOARD OF ALDERMEN MINUTES

CONSIDERATION OF THE MINUTES OF THE MAY 1, 2018 REGULAR MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MAY 11, 2018 WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MAY 25, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE MAY 25, 2018 BUDGET WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

New Employee Introductions:

Mary Ivy – Finance & Administration

Javier Clay – Street Department

Theresa Celestine – Dispatcher, Police Department

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

A. STARKVILLE AREA ARTS COUNCIL

B. ERLE CHENNEY – PARKING IN RESIDENTIAL AREAS

VIII. PUBLIC HEARING

FIRST PUBLIC HEARING AND DISCUSSION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

IX. MAYOR'S BUSINESS

1. REQUEST AUTHORIZATION TO ADVERTISE FOR TWO (2) TEMPORARY SEASONAL EMPLOYEES ASSIGNED TO THE STREETS DEPARTMENT.

X. BOARD BUSINESS

1. CONSIDERATION OF A REQUEST ON BEHALF OF SOUTHWIRE FOR EXEMPTION FROM CERTAIN AD VALOREM TAXES FOR A PERIOD OF TEN (10) YEAR ON PROPERTY ADDITIONS MADE BY SUCH COMPANY IN 2017 AS PART OF AN EXPANSION OF ITS INDUSTRIAL FACILITY AND/OR OPERATIONS LOCATED IN STARKVILLE, MISSISSIPPI.
2. CONSIDERATION TO ALLOW STARKVILLE COUNTRY CLUB TO HAVE A FIREWORKS SHOW ON ITS PROPERTY TUESDAY, JULY 3, AT 9:00 P.M.
3. UPDATE ON CONTRACT STATUS WITH PAFFORD EMERGENCY MEDICAL SERVICES, INC.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION FOR APPROVAL OF THE RSI MAINTENANCE / REPAIR AGREEMENT FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) AT GEORGE M. BRYAN FIELD.
2. CONSIDERATION FOR APPROVAL OF THE RSINET SERVICE AGREEMENT / SERVICE ORDER FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) AT GEORGE M. BRYAN FIELD.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT

- a. PUBLIC HEARING AND CONSIDERATION OF WHETHER PROPERTIES LOCATED ON TAX PARCELS 118N-00-112.00 (608 GREENSBORO ST), 118O-00-250.00 (109 BEATTIE ST), 119-30-007.00 (1371 BABYLON ST), 102B-00-321.00 (212 WEST GILLISPIE ST), AND 118P-00-116.00 (307 APPLE ST) ARE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISSISSIPPI CODE ANN. 21-19-11.

2. PLANNING

- a. PUBLIC HEARING AND CONSIDERATION OF RZ 18-02: A REQUEST TO REZONE 1 LOT LOCATED ON THE WEST SIDE OF LOUISVILLE STREET +/-100' SOUTH OF THE INTERSECTION OF ACADEMY ROAD FROM R-4 TO C-1 WITH THE PARCEL NUMBER 102J-00-011.01.
- b. PUBLIC HEARING AND CONSIDERATION OF VA 18-02: A REQUEST FOR VARIANCE RELIEF FROM SIDEWALK AND STREET DESIGN REQUIREMENTS FOR A PROPOSED SUBDIVISION LOCATED ON THE SOUTH SIDE OF HIGHWAY 182 +/-530' EAST OF THE INTERSECTION WITH STARK ROAD IN AN R-E ZONE WITH THE PARCEL # 102D-00-015.00.
- c. CONSIDERATION OF LW 18-01: A REQUEST FOR LANDSCAPE WAIVER FROM CANOPY TREE REQUIREMENTS FOR THE PROPOSED FEMA COMMUNITY SAFE ROOM AT SOUTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND INDUSTRIAL PARK ROAD IN A M-1 ZONE WITH THE PROPERTY #102K-00-012.00.

- d. CONSIDERATION OF LW 18-02: A REQUEST FOR LANDSCAPE WAIVER FROM INTERIOR PARKING AREA REQUIREMENTS FOR THE PROPOSED RENOVATION TO LINDSEY WARNER DENTAL OFFICE AT 303 HOSPITAL ROAD IN A C-1 ZONE WITH THE PROPERTY # 118J-00-042.00.
- e. CONSIDERATION OF LW 18-03: A REQUEST FOR LANDSCAPE WAIVER FROM PERIMETER AND LANDSCAPE STRIP REQUIREMENTS FOR THE PROPOSED SLIM CHICKENS RESTAURANT AT 518 SOUTH MONTGOMERY IN A C-2 ZONE WITH THE PROPERTY #102A-00-278.00.
- f. CONSIDERATION OF ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO PREPARE A DOWNTOWN STARKVILLE DESIGN GUIDELINES.
- g. CONSIDERATION TO ADVERTISE FOR STATEMENT OF QUALIFICATIONS FROM PROFESSIONALS TO APPLY FOR U. S. DEPT OF TRANSPORTATION AND APPALACHIAN REGIONAL COMMISSION GRANTS TO IMPLEMENT THE DR. MARTIN LUTHER KING, JR. DRIVE / HWY 182 CORRIDOR PLAN AND TO MAKE OTHER IMPROVEMENTS.
- h. CONSIDERATION OF RENAMING BEATTIE STREET AND SHORT BEATTIE STREET TO ROOSEVELT TAYLOR SR. STREET.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

- 1. CONSIDERATION TO AUTHORIZE THE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO REPLACE A 2001 MODEL, STATE CONTRACT NUMBER 8200036002, TO BE USED BY THE STREET DEPARTMENT OF THE CITY OF STARKVILLE AND FOR THE CITY CLERK / CFO TO OBTAIN FINANCING LEASING QUOTES.

E. FINANCE AND ADMINISTRATION

- 1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 30, 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.

F. FIRE DEPARTMENT

- 1. REQUEST APPROVAL TO ISSUE A COMMERCIAL BURN PERMIT TO YORK DEVELOPMENT TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT AT THE HWY 12/BYPASS BEHIND LAQUINTA HOTEL.

2. REQUEST PERMISSION FOR FIRE CHIEF YARBROUGH TO ATTEND THE FIRE RESCUE INTERNATIONAL CONFERENCE IN DALLAS, TX ON AUGUST 8-11, 2018 WITH ADVANCED TRAVEL NOT TO EXCEED \$1300.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE KIRKLAND WEBBER, AS A PART-TIME SEASONAL PROGRAM SPECIALIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE KELLY CONGER AND SWAYZE PILLOW, AS A PART-TIME SEASONAL PROGRAM SPECIALIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.
3. REQUEST AUTHORIZATION TO HIRE SHANE MCMULLEN, AS A GROUND & FACILITIES SUPERVISOR IN THE STARKVILLE PARKS RECREATION DEPARTMENT.
4. REQUEST AUTHORIZATION TO HIRE BRADLEY ROBERSON AND CASEY WALLACE, AS MAINTENANCE WORKER II IN THE STREETS DEPARTMENT.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

1. CONSIDERATION TO AUTHORIZE THE SELECTION OF PYRO SHOWS TO BE USED AS THE FIREWORKS VENDOR BY THE PARK AND RECREATION DEPARTMENT OF THE CITY OF STARKVILLE FOR THE 4TH OF JULY CELEBRATION AND AUTHORIZATION FOR THE MAYOR TO SIGN THE REQUIRED CONTRACT WITH PYRO SHOWS.
2. CONSIDERATION TO AUTHORIZE THE PURCHASE OF A WATER BUCKET FEATURE IN THE AMOUNT OF \$8,602.00 FROM LANDSCAPE STRUCTURES, THE LOWEST OF TWO QUOTES, TO BE INSTALLED AT THE J. L. KING SENIOR MEMORIAL PARK SPLASH PAD, TO BE REIMBURSED BY THE STARKVILLE PILOT CLUB.
3. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND STARKVILLE-MSU AREA RAPID TRANSIT (SMART), AND APPROVAL FOR THE MAYOR TO SIGN THE MOU.
4. CONSIDERATION OF THE APPROVAL OF THE PARKS VENDOR AGREEMENT TO USE FOR EVENTS INCLUDING THE 4TH OF JULY EVENT, SCHEDULED FOR JULY 4, 2018.

J. POLICE DEPARTMENT

1. REQUEST AUTHORIZATION TO ALLOW SGT. KENNETH WATKINS PERMISSION TO TAKE SIX (6) CREDIT HOURS AT MSU AS ALLOWED WITHIN THE EXISTING CITY POLICY AS IT PERTAINS TO REIMBURSABLE EDUCATIONAL COURSES.
2. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE

2018 SUMMER EDUCATIONAL CONFERENCE, IN BILOXI, MS ON JUNE 26-29, 2018. CHIEF NICHOLS IS AN EXECUTIVE MEMBER OF THE ASSOCIATIONS SERVING ON THE PLANNING AND EVENTS COMMITTEE, TO BE REIMBURSED THROUGH THE CHIEF'S ASSOCIATION.

K. SANITATION DEPARTMENT

1. REQUEST AUTHORIZATION TO PURCHASE A TEN FOOT CUTTER FROM WADE EQUIPMENT, THE LOWER OF TWO QUOTES, AT A COST OF \$7,500.00.

L. UTILITIES DEPARTMENT

1. REQUEST AUTHORIZATION TO SOLICIT BIDS FOR NEW HVAC SYSTEM FOR THE STARKVILLE UTILITIES BUILDING.
2. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR STARKVILLE UTILITIES – ELECTRIC DIVISION FOR JULY 1 THROUGH DECEMBER 30, 2018.
3. REQUEST AUTHORIZATION FOR DONALD SMITH COMPANY, INC. TO PROVIDE MAINTENANCE FOR THE BLUEFIELD #1 WELL ELEVATED TANK AND CURRY STREET WELL TO PROVIDE REPAIRS.
4. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE TO VANGUARD VBT-75 S2 VACUUM BOTTLE TESTER FROM GARNER-LUMLEY FOR \$8,500.

XII. **CLOSED DETERMINATION SESSION**

XIII. **OPEN SESSION**

XIV. **EXECUTIVE SESSION**

- A. PERSONNEL
- B. PENDING LITIGATION

XV. **OPEN SESSION**

XVI. **RECESS UNTIL JUNE 19, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.**

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

Consent items 2 – 22:

2. CONSIDERATION OF THE MINUTES OF THE MAY 1, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 1, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS” is enumerated, this consent item is thereby approved.

3. CONSIDERATION OF THE MINUTES OF THE MAY 11, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the minutes of the May 11, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS" is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF THE RSI MAINTENANCE / REPAIR AGREEMENT FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the "approval of the RSI Maintenance / Repair Agreement for the Automated Weather Observations System (AWOS) at George M. Bryan Field" is enumerated, this consent item is thereby approved.



PO Box 1260 Millington, TN 38083 (800) 261-1774 www.remotesys.com

MAINTENANCE / REPAIR AGREEMENT

Total three (3) pages plus exhibit A

Site:

Facility or System: **Automated Weather Observations System (AWOS)**

Start date: _____ Term (Circle one) 1 year 2year 3 year

Details of charges:

AWOS maintenance per year: **\$ 2400.00**

Includes no-charge unscheduled repair / maintenance trips subject to limitations herein

For catastrophic non-covered failures the following charges apply:

Trip charge: **\$ 800.00**

Non-covered unscheduled maintenance / repairs, per day beginning on 2nd on-site day: **\$ 500.00**

Payment terms: net 30 days

This agreement subject to attached Terms and Conditions.

Customer

Remote Systems Integration

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

This agreement is entered into by the "Customer" and Remote Systems Integration "RSI" subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

TERM OF AGREEMENT: This agreement shall become effective on the 'start date', and unless terminated under provisions listed herein shall remain in effect for the term selected.

- **RENEWAL OF AGREEMENT:** This agreement shall renew automatically for one (1) year at the 'end date' unless at least sixty (60) days prior to the 'end date' either party gives notice that the agreement will be terminated at the 'end date' or any subsequent expiration date as a result of the automatic renewal.
- **SCHEDULED MAINTENANCE:** The term 'scheduled maintenance' defines all periodic inspections required by the manufacturer or controlling government authority of sites under such jurisdiction.
- **UNSCHEDULED MAINTENANCE:** Site trips required to restore the facility to full operation after a failure of the system or any subsystem.

The following incidents are EXCLUDED from no-charge unscheduled maintenance visits:

Major damage resulting from lightning, severe weather, misuse or abuse of equipment, collision with any type of vehicle or machinery, and criminal activity. Major damage is defined as a failure of the entire system or multiple subsystems or structural damage requiring more than two (2) days on-site repair or requiring subcontractors such as civil and electrical. Subcontractor charges will be billed.

The addition or removal of any component or accessory, improvement, or attachment required by the manufacturer or controlling government authority.

Specific request for changes to operating settings, configurations, and adjustments to the system unless performed during a normal inspection or maintenance visit.

- **PARTS:** Scheduled maintenance shall include without additional charge all necessary expendable parts to perform the required inspections and facility maintenance such as touch-up tower paint, cable ties, clamps, wire terminals, weatherproofing tape and sealant, and fuses. Replacement of major parts and components or parts necessary for periodic refurbishment per manufacturer's requirements will be coordinated, installed, and billed by RSI.
- **CHARGES:** Charges for each type of service are set forth in Page 1 of this agreement. Charges listed on Page 1 are exclusive of any applicable federal, state, or local taxes. Maintenance visits are billed at the conclusion of the visit.
- **WARRANTY:** RSI warrants all workmanship for a period of 30 days from date performed. Parts are warranted in accordance with the manufacturer's warranty.
- **CUSTOMER RESPONSIBILITY:** The customer agrees to allow only RSI personnel or those authorized by RSI access to the facility or system, with the exception of any representative of any controlling government agency or other legally authorized entity such as law enforcement personnel. Customer further agrees to perform any user maintenance as required by the manufacturer or controlling government agency. Customer agrees that RSI will follow any directive or order concerning the facility made by the controlling government authority (such as the FAA in the

case of airport navigation or weather observation equipment) regardless of whether this directive or order conflicts with any directives or requests by the customer.

- **RESPONSE TIME:** RSI will initiate response as soon as possible when notified of a facility failure. Calls are handled in the order received with full outages having priority. RSI reserves the right to delay work on a facility due to unsafe conditions due to lightning and other hazards to personnel.
- **METHODS OF WORK:** RSI will perform required inspections as dictated by the manufacturer and/or controlling government agency as specified in the attached Exhibit A for this particular facility. All inspections and repair will conform to government agency regulations, manufacturer's specifications, and good engineering practice. Instances where a maintenance call is made to the facility, the normal routine inspections will also be made if possible where such a maintenance call falls within any time windows specific for that facility. However, RSI will immediately respond to controlling government agency instructions or any instance where the safety of users of the equipment may be jeopardized without regards to the above. Customer agrees to cover any applicable charges when such directive fall under 'unscheduled maintenance'.
- **NON-PAYMENT or DEFAULT:** RSI may terminate this agreement at any time for failure of the customer to pay for services rendered and billed under this agreement.
- **PROCEDURES FOR NOTIFICATION OF FAILURE:** In the event of a facility failure, the customer shall so notify RSI as soon as practical via the following methods:

Telephone / voice mail (800) 261-1774 Option 2 (primary and preferred)
e-mail: info@remotesys.com

RSI will notify the customer of receipt of the failure notification as soon as it is received. Notifications not acknowledged are not valid. Any new contact names and numbers will be furnished to customer when available.

- **MISCELLANEOUS:** This agreement constitutes the entire agreement between the parties listed on page 1. This agreement may only be modified in writing signed by authorized representatives of both parties. This agreement may not be assigned or transferred without agreement of both parties except adjunct to the sale of RSI or the customer business.

EXHIBIT A

Specific services for Automated Weather Observation Systems used in the National Airspace System and recognized by the Federal Aviation Administration:

RSI will perform periodic scheduled inspection / calibration visits as specified in the FAA Order concerning maintenance of Automated Weather Observations Systems. The annual visit on or near the anniversary of the site commissioning will be coordinated with the Federal Aviation Administration and an FAA inspector will be present during the inspection to revalidate the facility for the coming year. Other inspections will be performed on a minimum 120 to maximum 150 day intervals. These inspections consist of comparing all sensors to calibrated standards or test equipment and verifying proper operation of the system, along with parameters such as Ground-To-Air radio power and modulation limits. All repairs, adjustments, and measurements made during these visits will be documented on the appropriate FAA or factory forms, and copies of these forms forwarded to the FAA as required. All work will be done in accordance with FAA and FCC regulations and good engineering practice.

RSI will respond to any maintenance call as outlined in the 'response time' section of the contract, and will repair or replace any defective component with charges for parts only for all 'covered maintenance' items. The FAA allows a window of time for scheduled inspections, and if the maintenance visit falls within a window for such an inspection, it shall also be performed at that time.

Routine site verification:

RSI will check the facility using the Remote Maintenance Monitor Functions periodically, however the FAA requires that the facility be monitored as much as necessary to ensure proper operation and that information transmitted to users is representative of actual weather conditions. It is the customer's responsibility to monitor the facility and to notify the

appropriate Flight Service Station for the issuance of a NOTAM (Notice to Airmen) and to disable the facility if directed should the facility report erroneous data. RSI authorizes the customer to take any reasonable action to prevent the facility from compromising flight safety without liability or charges under this contract.

5. CONSIDERATION OF APPROVAL OF THE RSINET SERVICE AGREEMENT / SERVICE ORDER FOR THE AUTOMATED WEATHER OBSERVATIONS SYSTEM (AWOS) AT GEORGE M. BRYAN FIELD.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the RSINet Service Agreement / Service Order for the Automated Weather Observations System (AWOS) at George M. Bryan Field” is enumerated, this consent item is thereby approved.



Remote Systems Integration PO Box 1260 Millington, TN 38083

(800) 261-1774

RSINet Service Agreement / Service Order

This agreement is entered into by the “Customer” and RSINet subject to the terms and conditions hereinafter set forth and agreed upon by both parties as follows:

- **DESCRIPTION OF SERVICE:** RSINet is an FAA approved electronic data delivery network designed to provide non-federally owned Automated Weather Observations System (AWOS) reports to the FAA's National Airspace Data Interchange Network (NADIN) for forwarding to air traffic control facilities and the National Weather Service for further dissemination to local weather offices, flight planning offices, weather data services and the general public. These reports will be forwarded at 20 minute intervals 24 hours a day as specified by the FAA.
- **TERM OF AGREEMENT:** This agreement shall become effective on the 'start date', and shall remain in effect for the period specified. The agreement will automatically renew for a one year term on each subsequent anniversary date unless 60 days notification is given by either party that the contract will not be renewed or needs to be updated.
- **INSTALLATION AND STARTUP:** Once the startup fee (if any) has been received, the RSINet hardware will be shipped to the customer. In most cases, the hardware can be easily installed by the customer or the AWOS maintenance technician. In certain cases, there may be additional hardware such as outside antennas necessary for reliable service. Determination of any additional requirements will be determined solely by RSINet based on site reliability analysis. For new sites, start of service will be dependent upon the FAA and National Weather Service database update schedules, which may result in an up to 60 day delay.
- **CHARGES:** Charges for RSINet service will be billed each quarter for the previous 3 months of service unless yearly billing is requested. All invoices are Net 30 days. Customer is responsible for any federal, state, or local taxes. Service may be suspended for non-payment without notice. If service is suspended for non-payment, charges will continue until the equipment is returned.
- **CUSTOMER RESPONSIBILITY:** It is the responsibility of the AWOS owner to ensure that the AWOS unit is equipped to provide properly formatted METAR weather reports at 5 minute intervals to the RSINet network interface. AWOS units manufactured by All-Weather, Inc. currently have built in NADIN ports. However, on AWOS units built by Vaisala, Inc. the NADIN output interface is an OPTION, and the customer must insure that the option is installed and operating prior to connecting the RSINet equipment. Purchase and installation of the Vaisala NADIN option is the responsibility of the customer.

- **WARRANTY:** The RSINet Network hardware is warranted for the lifetime of the RSINet contract. If it fails, RSINet will replace it at no charge. This warranty excludes lightning, abuse, unauthorized modification or adjustment, removal of the SIM card or any other component of the Interface or use with any antenna or power supply other than those provided with the unit or subsequently by RSINet, or connection of the device to any other device than the AWOS for which it was originally delivered. Failed components must be returned to RSINet in a timely manner to avoid charges for the equipment.
- **NETWORK RELIABILITY – LIMITATIONS:** The RSINet network relies upon a number of separate third party systems not directly under the control of RSINet. These can include any number of Internet Service Providers (ISP's), wireless data carriers, the Federal Aviation Administration, and others. Because of the technical nature of the internet, RSI cannot control the various carriers and systems that handle data from the AWOS site to the datacenter. Therefore, RSINet makes no warranty as to the reliability of the service, except that outages will be responded to immediately and restoral efforts will be made on a priority basis and good faith effort at all times.
- **HARDWARE:** The RSINet Network interface device and all associated hardware remains the property of RSINet and must be returned at the conclusion of this service agreement.
- This contract is transferrable upon sale or transfer of RSINet, LLC.

Pricing: (per site)

Startup: Hardware, installation and setup	\$ N/C
Service: Monthly service, billed quarterly	\$ 60.00

Requested start date: _____ Term (circle one) 1year 2year 3 year

Required Site Specific Information:

Billing E-mail Address: _____

Airport e-mail (if different) _____

Airport contact name and phone _____

Shipping Address (include phone): _____

ATTN: _____

Billing Address: _____

ATTN: _____

Airport Site ID(s): _____

AWOS manufacturer: _____

AWOS technician name and phone number _____

RSINet:

Customer:



Name: Thomas Nichols

Title: Owner

Date:

RSINet contract Rev.2.1 Feb 2018

6. CONSIDERATION OF ENTERING INTO A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) TO ACCEPT A CERTIFIED LOCAL GOVERNMENT GRANT (CLG) TO PREPARE A DOWNTOWN STARKVILLE DESIGN GUIDELINES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of entering into a memorandum of agreement with the Mississippi Department of Archives and History (MDAH) to accept a Certified Local Government Grant (CLG) to prepare a Downtown Starkville Design Guidelines at a cost of \$6,500 to the City” is enumerated, this consent item is thereby approved.



HISTORIC PRESERVATION

Jim Woodrick, director
PO Box 571, Jackson, MS 39205-0571
601-576-6940 • Fax 601-576-6955
mdah.state.ms.us

May 21, 2018

Buddy Sanders
CLG Project Coordinator
110 West Main Street
Starkville, MS 39759

Dear Buddy:

Congratulations again on Starkville receiving a FFY 2018 CLG Grant for Downtown Starkville Design Standards!

Enclosed are two copies of the Memorandum of Agreement (MOA) between the City of Starkville and the Mississippi Department of Archives and History. Please review them, have the mayor sign where indicated, and return them to me. I will have Katie Blount sign them and return an original to you for the city's records.

If we do not have the MOA returned by July 9, 2018, we will assume that the City is not accepting the grant and will reallocate funds to other projects.

I will need to have the proposed consultant's bid for the work on file in order to write the three-party contract between the Consultant, City, and MDAH. **Work cannot begin on the project until the three-party contract is in place.**

If you have any questions, please call or email me. I look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelby Tipton".

Shelby Tipton
CLG Grants Administrator
enclosures

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Starkville**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a Historic marketing/publications project to be completed in Starkville, Oktibbeha County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Starkville and **August 1, 2019**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$ 13,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a **matching basis**. The Grantee is required to provide **at least** 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to **reimburse** the Grantee **\$ 6,500.00** or 50% of eligible final project costs, **whichever is less**, based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2019**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2019**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

The Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted by the consultant.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 26, 2018; January 25, 2019; and April 26, 2019** as well as the Project Completion Report on **August 1, 2019** and the Reimbursement Request (with supporting materials) by **August 31, 2019**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2019**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Two (2) hard copies of the Downtown Starkville Design Standards
- One (1) electronic copy of the Downtown Starkville Design Standards (PDF file preferred)

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2019**.

A final expense summary, due **August 31, 2019**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
State Historic Preservation Officer

Date

BY

Honorable Lynn Spruill
Mayor of Starkville

Date

Return to:

Shelby Tipton
CLG Grants Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

1. This project will include the development of Downtown Starkville Design Standards.
 - a. The final project should include a pdf document consistent with the existing Standards for Starkville's historic districts.
 - b. The document should include design standards and recommendations for property owners in Starkville's Downtown Historic District, including drawings and photographs of downtown structures.
2. MDAH requires submission of material layout and text before the publication is finalized.

ATTACHMENT B: Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j) 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State

management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C- 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official

Title

Applicant Organization

Date Submitted

7. CONSIDERATION OF RENAMING BEATTIE STREET AND SHORT BEATTIE STREET TO ROOSEVELT TAYLOR SR. STREET.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to rename Beattie Street and Short Beattie Street to Roosevelt Taylor Sr. Street” is enumerated, this consent item is thereby approved. The West Main Community Association made a request, with petitions containing signatures of the residents of the effected streets, to rename Beattie and Short Beattie to Roosevelt Taylor Sr. Street.

8. CONSIDERATION OF THE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO REPLACE A 2001 MODEL, STATE CONTRACT NUMBER 8200036002, TO BE USED BY THE STREET DEPARTMENT OF THE CITY OF STARKVILLE AND FOR THE CITY CLERK / CFO TO OBTAIN FINANCING LEASING QUOTES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a JCB 110W Rubber tire excavator to replace a 2001 model, state contract number 8200036002 to be used by the Street Department of the City of Starkville and for the City Clerk / CFO to obtain financing leasing quotes and once the replacement equipment is procured, the retired 2001 Schaeff Rubber tire Excavator be sold to recoup some of the purchase expense” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF APPROVAL TO ISSUE A COMMERCIAL BURN PERMIT TO YORK DEVELOPMENT TO BURN CLEARED DEBRIS ASSOCIATED WITH A CONSTRUCTION PROJECT AT THE HWY 12/BYPASS BEHIND LAQUINTA HOTEL.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to issue a commercial burn permit to York Development to burn cleared debris associated with a construction project to occur at the Hwy 12/Bypass behind Laquinta Hotel” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF PERMISSION FOR FIRE CHIEF YARBROUGH TO ATTEND THE FIRE RESCUE INTERNATIONAL CONFERENCE IN DALLAS, TX ON AUGUST 8-11, 2018 WITH ADVANCED TRAVEL NOT TO EXCEED \$1300.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Fire Chief Yarbrough to attend the Fire Rescue International Conference in Dallas, Tx on August 8-11, 2018 with advanced travel not to exceed \$1300.00” is enumerated, this consent item is thereby approved.

11. CONSIDERATION TO HIRE BRADLEY ROBERSON AND CASEY WALLACE, AS MAINTENANCE WORKER II IN THE STREET DEPARTMENT.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Bradley Roberson and Casey Wallace, as Maintenance Worker II in the Street Department” is enumerated, this consent item is thereby approved.

12. CONSIDERATION OF THE SELECTION OF PYRO SHOWS TO BE USED AS THE FIREWORKS VENDOR BY THE PARK AND RECREATION DEPARTMENT OF THE CITY OF STARKVILLE FOR THE 4TH OF JULY CELEBRATION AND AUTHORIZATION FOR THE MAYOR TO SIGN THE REQUIRED CONTRACT WITH PYRO SHOWS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the selection of Pyro Shows to be used as the fireworks vendor for the 4th of July Celebration in the amount of \$8,499.00 and authorization for the Mayor to sign the required contract with Pyro Shows.” is enumerated, this consent item is thereby approved.

Contract Agreement

This Agreement made this 5th day of June 2018, by and between PYRO SHOWS, Inc., a Tennessee Corporation, whose address is 115 N. 1st Street, LaFollette, Tennessee, 37766, and hereinafter referred to as “**PYRO SHOWS**” and **City of Starkville, MS** with its principle place of business located at 110 W Main St Starkville , in the State of Mississippi, hereinafter referred to as “Customer”.

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as “Show”, pursuant to the project/sales order #18MS07-04C8499-000393 dated this 10th day of May, 2018. The Show will be given on the 4th day of July, 2018. Rain date/postponement date: N/A
- II. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation. If the Customer does not provide PYRO SHOWS with notice as set forth herein, Customer shall pay PYRO SHOWS the entire amount or one hundred percent (100%) of the contract price for the Show as liquidated damages.
- III. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- IV. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- V. **INDEMNIFICATION AND HOLD HARMLESS:** N/A
- VI. **AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VII. **COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- VIII. **PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- IX. **LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.



- X. **ADVERTISEMENT AND PROMOTIONS:** Customer agrees to state that fireworks display is being provided by PYRO SHOWS in all advertisements and promotions. Furthermore, Customer agrees to allow PYRO SHOWS to use sponsors name and/or logo in PYRO SHOWS list of clients and any Pyro Shows advertisements and promotions.
- XI. **COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show.
- XII. **INSURANCE:** Pyro Shows will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. Pyro Shows also agrees to include Customer as additional Insured under the terms of this coverage. Pyro Shows, Inc. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIII. **PAYMENT TERMS:** City of Starkville, MS shall pay PYRO SHOWS \$8,499.00 plus applicable taxes in the amount of \$0 for a grand total of \$8,499.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$4,249.50) upon return of signed contract by upon receipt. Balance will be due in the PYRO SHOWS office prior to day of show ☐ day of show ☒
- XIV. **TAXES:** Customer shall be responsible for all applicable sales taxes.
IMPORTANT: Checks must be made payable to PYRO SHOWS, INC.
All the terms and conditions set forth on any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

PYRO SHOWS, INC.

BY: _____ DATE: _____
Michael E. Walden, Vice President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

13. CONSIDERATION OF THE PURCHASE OF A WATER BUCKET FEATURE IN THE AMOUNT OF \$8,602.00 FROM LANDSCAPE STRUCTURES, THE LOWEST OF TWO QUOTES, TO BE INSTALLED AT THE J. L. KING SENIOR MEMORIAL PARK SPLASH PAD, TO BE REIMBURSED BY THE STARKVILLE PILOT CLUB.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the purchase of a water bucket feature in the amount of \$8,602.00 from Landscape Structures, to be installed at the J. L. King Senior Memorial Park Splash Pad, the lowest of two quotes, and to accept reimbursement for the purchase from the Starkville Pilot Club” is enumerated, this consent item is thereby approved.

Two quotes received: Landscape Structures - \$ 8,602.00
Southern Recreation - \$ 9,430.00

14. CONSIDERATION OF THE APPROVAL OF THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF STARKVILLE AND STARKVILLE-MSU AREA RAPID TRANSIT (SMART), AND APPROVAL FOR THE MAYOR TO SIGN THE MOU.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Memorandum of Understanding (MOU) between the City of Starkville and Starkville-MSU Area Rapid Transit (SMART)” is enumerated, this consent item is thereby approved.

AGREEMENT

The purpose of this Agreement is to formalize the terms and conditions related to the use of transportation services by the City of Starkville (“Contractor”) and Mississippi State University, by and on behalf of the Starkville MSU Area Rapid Transit (“SMART”) for the purposes of the National Recreation and Parks Association (NRPA)/Wal-Mart Foundation Rural Communities Healthy Out-of-School Time grant.

Unless otherwise stated, the contact person for Contractor shall be:

Lynn Spruill, Mayor
City of Starkville
110 West Main Street
Starkville, MS 39759
662-323-2525

The contact person related to services for Mississippi State University/SMART shall be:

Jeremiah Dumas, Director
Parking, Transit, and Sustainability
Mailstop 9568
Mississippi State, MS 39762
662-325-1827
jpd1@msstate.edu

The contact person related to contractual issues for Mississippi State University/SMART shall be:

Don Buffum, Director
Procurement & Contracts
PO Box 5307
Mississippi State, MS 39762
662-324-2861
dbuffum@procurement.msstate.edu

1. SMART shall provide transportation services to the Contractor for the purposes of the National Recreation and Parks Association (NRPA)/Wal-Mart Foundation Rural Communities Healthy Out-of-School Time grant. The services will be provided on weekdays (excluding Wednesday, July 4) beginning on Thursday, June 7, 2018 and ending on Wednesday, August 1, 2018.
2. SMART will provide the following equipment with properly licensed and trained drivers:

Transportation services including one shuttle on an agreed upon route and schedule including, but not limited to stops at J.L. King Park, Chandler Park, Conner Heights, Triangle Townhouses, and the Starkville Sportsplex. Service will commence each day at 12:30 pm and end at 4:00 pm.

The Contractor will pay to SMART a one-time fee of fifteen-thousand and no/100 (\$15,000.00) dollars. Should an additional vehicle be needed and if the man-power is available, it will be charged at seventy-five and no/100 (\$75.00) dollars per hour. Requests for additional shuttles shall be submitted in writing to Jeremiah Dumas at the address provided herein.

3. SMART will invoice the Contractor within 15 days after completion of services. Payment by check to SMART shall be made within 45 days after receipt of invoice and the completion of acceptable services.
4. Both SMART and Contractor recognize and acknowledge that the other, as a political subdivision of the State of Mississippi, is entering this Agreement, including the provisions thereof, only to the extent authorized by Mississippi law. Any provision of the Agreement that is in any respect not authorized by or is inconsistent with Mississippi law is invalid.

5. No Obligation by the Federal Government.

- (1) SMART and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to SMART, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

6. Access to Records. The following access to records requirements apply to this Contract:

- (1) Where SMART is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide SMART, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

- (2) Where SMART enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide SMART, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (3) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until SMART, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- (5) FTA does not require the inclusion of these requirements in subcontracts.

7. Federal Changes. Contractor and SMART shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between SMART and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

8. Termination for Convenience (General Provision). To the extent Contractor is providing services to SMART, SMART may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to SMART to be paid. If the Contractor has any property in its possession belonging to SMART, the Contractor will account for the same, and dispose of it in the manner SMART directs. To the extent SMART is providing services to Contractor, either SMART or Contractor may terminate this contract, in whole or in part, at any time by providing 30 days written notice to the other party. Upon any such termination, SMART shall be paid a prorated sum of the \$15,000.00 fee based on actual days serviced.

9. Civil Rights. The following requirements apply to the underlying contract:

- (1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor and SMART agree that they will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

- a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor and SMART agree to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor and SMART agree to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor and SMART agree to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor and SMART agree that they will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor and SMART agree to comply with any implementing requirements FTA may issue.
- (3) The Contractor and SMART also agree to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
 - (4) The Contractor and SMART shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor and SMART shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor and SMART to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as MSU deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

10. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor and SMART shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the

FTA terms and conditions.

11. Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.
- (2) The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.
- (3) The certification in this clause is a material representation of fact relied upon by **Mississippi State University**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **Mississippi State University** the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Disputes. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage. All claims, counterclaims, disputes and other matters in question between the Contractor and SMART arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the State of Mississippi.

13. Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Contractor or SMART shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

14. Lobbying

- (1) Clause and specific language therein are mandated by 49 CFR Part 19, Appendix A.
- (2) Modifications have been made to the Clause pursuant to Section 10 of the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, *et seq.*]
 - a. Lobbying Certification and Disclosure of Lobbying Activities for third party contractors are mandated by 31 U.S.C. 1352(b)(5), as amended by Section 10 of the Lobbying Disclosure Act of 1995, and DOT implementing regulation, "New Restrictions on Lobbying," at 49 CFR § 20.110(d)

- b. Language in Lobbying Certification is mandated by 49 CFR Part 19, Appendix A, Section 7, which provides that contractors file the certification required by 49 CFR Part 20, Appendix A.
- (3) Modifications have been made to the Lobbying Certification pursuant to Section 10 of the Lobbying Disclosure Act of 1995.
 - (a) Use of "Disclosure of Lobbying Activities," Standard Form-LLL set forth in Appendix B of 49 CFR Part 20, as amended by "Government wide Guidance For New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96) is mandated by 49 CFR Part 20, Appendix A.
- (4) **Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.
- (5) APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
- (6) Certification for Contracts, Grants, Loans, and Cooperative Agreements
 - a. *(To be submitted with each bid or offer exceeding \$100,000)*
 - b. The Contractor certifies, to the best of his or her knowledge and belief, that:
 - c. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - d. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

- (7) The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject

to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- (9) [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

Approved:



Lynn Spruill, Mayor
City of Starkville



Don Buffum, CPPO, Director of
Procurement and Contracts, MSU

15. CONSIDERATION OF THE APPROVAL OF THE PARKS VENDOR AGREEMENT TO USE FOR EVENTS INCLUDING THE 4TH OF JULY EVENT, SCHEDULED FOR JULY 4, 2018.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Parks Vendor Agreement to use for all Parks events including the 4th of July Event, scheduled for July 4, 2018” is enumerated, this consent item is thereby approved.

Starkville Parks and Recreation Department

Vendor Application Form

VENDOR AGREEMENT APPLICATION

EVENT: _____

CITY FACILITY: _____

EVENT DATE(S): _____

BUSINESS NAME: _____

ADDRESS: _____, _____

Street Suite/Apt. # _____

City _____ State _____ Zip Code _____

BUSINESS TAX ID #: _____

CONTACT PERSON: _____

PHONE: _____ EMAIL ADDRESS: _____

SET UP TIME: _____ HOURS OF OPERATION: _____

PROPOSED ITEMS/SERVICES FOR SALE:

Policies

Fees

1. The vendor fee for the event is a non-refundable fee of \$50 per vendor. This fee, along with the Vendor Application Form, must be submitted to the Parks and Recreation Director or designee to consider issuance of a Vendor's Agreement.

Safety

1. All applicable local, state, and federal laws must be followed. All required permits must be displayed in a visible location at each booth.
2. All booths must be set up in a safe and secure manner. Cookers and grills must be roped off in a manner to ensure the safety of patrons and event staff. Fire suppression devices must be kept in a readily accessible location at each booth when required.

Vendor Needs

1. Vendors are required to bring all supplies needed for operation. This includes generators, power cords, safety fencing, water hoses, tables, tents, etc.

Requirements

1. All vendor booths must be completely set up and stocked by one hour prior to the event opening. Any devices that may cause harm to the grass, irrigation system, facility structure, or any City property are prohibited.
2. Signage at each booth must look professional. Each vendor must have a sign identifying the business name at each booth.

3. Stakes cannot be driven into the grass without specific permission from the Parks and Recreation Director or designee and doing a utility locate.
4. No vehicles are permitted to park on any grass areas. Facilities are to be left in the same condition in which they were found prior to vendor use. Each vendor is required to keep immediate areas around each booth clean. All waste produced as a result of vendor operations must be immediately transported to the dumpster by the Vendor. Grease, leftover food items, and sauce must be taken off-site by the Vendor for disposal.

WEATHER.

The Parks and Recreation Director or designee has the right to cancel or terminate an event at the Facility if weather conditions pose a hazard to people or property. Vendor is responsible for ensuring the safety of its guests, employees and equipment.

ABUSE OF FACILITY POLICIES. The City may terminate this Agreement for breach if Vendor violates any laws, ordinances, or policies, including Parks and Recreation Department Vending Policies or for any unreasonable risk to the health safety and welfare of the general public.

FACILITIES. Vendor shall only use the areas approved by the Parks and Recreation Director or designee. The Parks and Recreation Director or designee will meet with Vendor before the event to orient the Vendor as to available electrical and water outlets, appropriate vehicle parking, and storage areas. Vendor shall make no alterations to the Facility. Vendor must supply signage, tables, coolers, cash registers, security fencing, and personnel as appropriate to maintain a professional vending operation. All authorized personnel associated with Vendor must be in easily recognizable uniforms, clothing or identification badge.

FACILITY PROPERTY. No decorative or other materials shall be nailed, tacked, screwed, glued or otherwise physically attached to any part of the Facility without prior authorization from the Parks and Recreation Director or designee. Vendor agrees to leave the premises in as good condition as it was before Vendor's use. Vendor shall be responsible for all damages to the Facility and for costs of unreasonable wear and tear to the Facility, or for police and fire emergency or public safety services, dispatched to or provided at the Facility as a result of Vendor's use of the Facility. The City will invoice the Vendor for fees and costs related to repair or replacement of damaged City equipment or property.

VENDOR'S PROPERTY. The City shall assume no responsibility or liability for any property the Vendor places on or in City facilities or grounds.

INDEMNIFICATION. The Vendor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the use of the Facility. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Vendor, or any third party.

RELEASE. The Vendor assumes full responsibility for the use of the Facility and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Vendor's use of the Facility. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Vendor, or any third party.

LAWS, ORDINANCES AND POLICIES. Vendor agrees to comply with all laws of the United States and the State of Mississippi, and City of Starkville ordinances, including Police and Fire Department requirements, all rules and regulations as may be adopted from time to time by the Board of Alderman governing the use of the Facility, and all applicable City policies and Parks and Recreation Department Vending Policies.

ANTI-DISCRIMINATION. Discrimination by the Vendor, its officers, agents, volunteers, or employees on account of age, race, color, religion, gender, physical disability or national origin in admission to the premises is prohibited.

GENERAL TERMS. The laws of the State of Mississippi govern this Agreement. Venue shall be in Oktibbeha County, Mississippi. Waiver of one provision or on one occasion with respect to this Agreement does not constitute waiver of other provisions or on other occasions. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby. This Agreement may be amended only in writing by the parties hereto. No verbal agreements for the use of the Facility will be valid. All agreements must be confirmed in writing. This Agreement may not be assigned by a party without the written approval of the other. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties.

ACCEPTED AND AGREED:

Vendor Business Name: _____
Vendor Representative Name Printed: _____
Vendor Representative Name Signed: _____
Date: _____

Approved by: _____
Name Printed Date: Name Signed
Title: _____ Date: _____

16. CONSIDERATION TO ALLOW SGT. KENNETH WATKINS PERMISSION TO TAKE SIX (6) CREDIT HOURS AT MSU AS ALLOWED WITHIN THE EXISTING CITY POLICY AS IT PERTAINS TO REIMBURSABLE EDUCATIONAL COURSES.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Sgt. Kenneth Watkins permission to take six (6) credit hours at MSU as allowed within the existing city policy as it pertains to reimbursable educational courses” is enumerated, this consent item is thereby approved.

17. REQUEST AUTHORIZATION TO ALLOW CHIEF R. FRANK NICHOLS TO ATTEND THE 2018 SUMMER EDUCATIONAL CONFERENCE, IN BILOXI, MS ON JUNE 26-29, 2018. CHIEF NICHOLS IS AN EXECUTIVE MEMBER OF THE ASSOCIATIONS SERVING ON THE PLANNING AND EVENTS COMMITTEE, TO BE REIMBURSED THROUGH THE CHIEF’S ASSOCIATION.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Chief R. Frank Nichols to attend the 2018 Summer Educational Conference, in Biloxi, MS on June 26-29, 2018. Chief Nichols is an executive member of the associations serving on the planning and events committee and the expenses will be reimbursable through the Chief’s Association” is enumerated, this consent item is thereby approved.

18. REQUEST AUTHORIZATION TO PURCHASE A TEN FOOT CUTTER FROM WADE EQUIPMENT, THE LOWER OF TWO QUOTES, AT A COST OF \$7,500.00.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept the lower quote of \$7,500 from Wade Incorporated for a ten foot cutter.” is enumerated, this consent item is thereby approved.

Two quotes received:

Wade Equipment Inc. 10 foot cutter:	\$7,500.00
Thompson Machinery 10.5 foot cutter:	\$8,275.00

19. REQUEST AUTHORIZATION TO SOLICIT BIDS FOR NEW HVAC SYSTEM FOR THE STARKVILLE UTILITIES BUILDING.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to solicit bids for new HVAC System for the Starkville Utilities building” is enumerated, this consent item is thereby approved.

20. REQUEST AUTHORIZATION TO ADVERTISE FOR SOURCE OF SUPPLY BIDS FOR STARKVILLE UTILITIES – ELECTRIC DIVISION FOR JULY 1 THROUGH DECEMBER 30, 2018.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to advertise for Source of Supply bids for Starkville Utilities for July 1 – Dec 30, 2018 – Electric Division” is enumerated, this consent item is thereby approved.

21. REQUEST AUTHORIZATION FOR DONALD SMITH COMPANY, INC. TO PROVIDE MAINTENANCE FOR THE BLUEFIELD #1 WELL ELEVATED TANK AND CURRY STREET WELL TO PROVIDE REPAIRS.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to use Donald Smith Company, Inc. to provide maintenance for the Bluefield #1 Well Elevated Tank and Curry Street Well to provide repairs” is enumerated, this consent item is thereby approved.

22. REQUEST AUTHORIZATION FOR STARKVILLE UTILITIES TO ACCEPT THE LOWEST AND BEST QUOTE TO VANGUARD VBT-75 S2 VACUUM BOTTLE TESTER FROM GARNER-LUMLEY FOR \$8,500.

Upon the motion of Alderman Carver, duly seconded by Alderman Sistrunk, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept the lowest and best quote to Vanguard VBT-75 S2 Vacuum Bottle Tester from Garner-Lumley for \$8,500” is enumerated, this consent item is thereby approved.

Two quotes received:

Vanguard VBT-75 S2	\$8,700.00 Each	Industrial Instruments Works, Inc.
Vanguard VBT-75 S2	\$8,500.00 Each	Garner-Lumley

23. CONSIDERATION OF THE MINUTES OF THE MAY 25, 2018 SPECIAL CALL MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Miller, duly seconded by Alderman Sistrunk, offered a motion to accept the minutes of the May 25, 2018 Special Call Meeting of the Mayor and Board of Aldermen of the City of Starkville, MS. The Board voted as follows:

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

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

24. CONSIDERATION OF THE MINUTES OF THE MAY 25, 2018 BUDGET WORK SESSION MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to accept the minutes of the May 25, 2018 budget work session of the Mayor and Board of Aldermen of the City of Starkville, MS. The Board voted as follows:

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

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

ANNOUNCEMENTS AND COMMENTS:

MAYOR'S COMMENTS:

Mayor Spruill introduced two new City employees: Mary Ivy, Payroll Clerk in the Finance Department, and Javier Clay of the Street Department.

BOARD OF ALDERMEN COMMENTS:

Alderman Carver invited all to attend a water quality informational meeting for Ward 1 residents to be held June 7 at the Sportsplex. He also thanked the Pilot Club for their donation of the splash pad water feature and all they have done in the past in support of the City.

Alderman Miller noted there would be a public hearing June 5 on Residential Parking and invited citizens to attend.

Alderman Vaughn recognized the family of Roosevelt Taylor Sr., who were present for the renaming of Beattie and Short Beattie Streets to Roosevelt Taylor Sr. Street. He also inquired as to surveillance camera placement around town. Joel Clements explained that the seven to eight cameras had been placed around town on the recommendation of the police department.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, thanked the police for keeping citizens safe. He mentioned it had been almost two years since his brother was shot and while there is a suspect, there had not been an arrest. His mother taught him never to "throw a rock and run" but to take responsibility for actions.

Dorothy Isaac, Ward 6, expressed dislike at having her name in the PRIDE litigation case. She also expressed dislike at City meetings being held in the second floor conference room.

Lawrence Taylor, Ward 7, West Main Street Association, thanked the Mayor, Board and City Staff for renaming a street after his father. He stated it meant a lot for his family.

Dr. Richard Mullenix, Ward 5, voiced his support of the proposed residential parking ordinance.

Christina Gilchrist of West Main Street, owns rental homes on Raymond Street. She inquired what the Ordinance as proposed would mean for older homes which have limited parking already. She also asked how the “parking in yards” section would be policed.

PUBLIC APPEARANCES:

STARKVILLE AREA ARTS COUNCIL

John Bateman, Executive Director of the Starkville Area Arts Council, thanked the City of Starkville for its support of the SAAC in the past and stated that he looks forward to partnering together for many events in the future. He discussed Art in the Park, after school art programs, Cotton District Arts Festival, Sunday Funday and other various art, writing and musical events the group offers each year. He invited anyone that wished to volunteer or learn more about the council to stop by their office.

ERLE CHENNEY – PARKING IN RESIDENTIAL AREAS

Mr. Chenney of Ward 5 expressed his support of changes in parking regulations in residential neighborhoods. He said the City had seen a lot of change in recent years with the increase in the student rental population. He felt the increase in traffic and lack of residential neighborhood parking regulations is adversely effecting property values. Vehicles parked in streets are potential threats to emergency vehicle response. He asked that measures be taken to increase safety for residents. He thanked the Police Chief, City Engineer Edward Kemp and Alderman Miller for meeting with him as well as the City Planning Department for their work.

PUBLIC HEARING:

FIRST PUBLIC HEARING AND DISCUSSION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

Daniel Havelin presented an overview of the proposed update to the residential parking requirements of the zoning Ordinance. On May 1, 2018, the Board of Aldermen authorized the Community Development staff to advertise for a total of three public hearings on residential parking requirements: Two public hearings for the Board of Aldermen on June 5th and June 19th 2018 and one public hearing for the Planning and Zoning Commission on June 12th 2018. A legal ad was run in the Starkville Daily News on May 14, 2018. A sign advertising the dates, times and location of all three public hearings was posted in the lobby of City Hall. The sections effected by the proposed change are Appendix A-Zoning, Article VIII.- Off-Street Parking Sec A. Automobile parking requirements and Sec B. Residential Use Parking Requirements.

Following comments from the Mayor and Board, the Mayor opened the Public Hearing to the Public. One person, Emil Lovely, spoke in favor of an update to the residential parking requirements in that there are more rental properties being developed each year.

There being no other citizens wishing to speak, Mayor Spruill closed the Public Hearing.

25. CONSIDERATION TO ADVERTISE FOR TWO (2) TEMPORARY SEASONAL EMPLOYEES ASSIGNED TO THE STREETS DEPARTMENT.

Mayor Spruill requested the positions for the purpose of getting City street signs cleaned and replaced as well as duplicate signage removed. Alderman Sistrunk, duly seconded by Alderman Walker, offered a motion to authorize hiring two part time temporary employees with the street department with preference to be given to any existing applications and to advertise if needed. The Board voted as follows:

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

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

26. CONSIDERATION OF A REQUEST ON BEHALF OF SOUTHWIRE FOR EXEMPTION FROM CERTAIN AD VALOREM TAXES FOR A PERIOD OF TEN (10) YEARS ON PROPERTY ADDITIONS MADE BY SUCH COMPANY IN 2017 AS PART OF AN EXPANSION OF ITS INDUSTRIAL FACILITY AND/OR OPERATIONS LOCATED IN STARKVILLE, MISSISSIPPI.

Joe Max Higgins, Chief Executive Officer of the LINK, discussed expansion of Southwire and recommended approval. Southwire has been in Starkville thirty years. Alderman Carver, duly seconded by Alderman Sistrunk, offered a motion adopting a Resolution of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, granting exemption from ad valorem taxes for a ten (10) year period to Southwire Company, LLC, as authorized by Section 27-31-105 and related Sections of the Mississippi Code Of 1972, as amended. The Board voted as follows:

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

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

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
GRANTING EXEMPTION FROM
AD VALOREM TAXES**

The Mayor and Board of Aldermen of the City of Starkville, Mississippi, next took up for consideration the matter of granting an exemption from ad valorem taxes to Southwire Company, LLC (the "Applicant"), and the following Resolution, having first been reduced to writing, was introduced:

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MISSISSIPPI, GRANTING EXEMPTION FROM AD VALOREM TAXES FOR A TEN (10) YEAR PERIOD TO SOUTHWIRE COMPANY, LLC, AS AUTHORIZED BY SECTION 27-31-105 AND RELATED SECTIONS OF THE MISSISSIPPI CODE OF 1972, AS AMENDED.

WHEREAS, Applicant is a limited liability company organized in the State of Delaware, qualified to do business in the State

of Mississippi, and is currently engaged in business activities in the City of Starkville, Mississippi;

WHEREAS, Applicant has negotiated in good faith with the Mayor and Board of Aldermen as to the ad valorem tax exemption authorized by Code Section 27-31-105 and related Code Sections;

WHEREAS, Applicant is now operating an industrial wire and cable manufacturing facility located at 103 Airport, Rd, Starkville, MS 39759 (the "Facility");

WHEREAS, the Facility qualifies as a "manufacturing or other industrial enterprise of public utility" within the meaning of Miss. Code Ann § 27-31-105 and related Mississippi statutes;

WHEREAS, in 2017, Applicant expanded the Facility by making certain improvements to the real property on which the Facility is located and by replacing and upgrading existing machinery and equipment and adding machinery and equipment and other tangible personal property (the "Expansion") for the purpose of increasing its production capacity and efficiency. The Expansion was conducted throughout 2017 as certain improvements to the real property were made and the new machinery, equipment and other tangible personal property was acquired or transferred to the Facility and placed into service;

WHEREAS, Applicant has filed in triplicate with the Mayor and Board of Aldermen an application for exemption from ad valorem taxes except ad valorem taxes levied for school district purposes ("school district taxes") and the "mandated levies" described in Code Section 27-39-329 (the "Application");

WHEREAS, this Application seeks the exemption of all real and tangible personal property (other than tagged over-the-road motor vehicles) associated with the Expansion that is used in connection with or is necessary to the operation of the Facility (collectively, the "Expansion Property"), as described on Exhibit "A-1" to the Application;

WHEREAS, the total original cost of all Expansion Property is **\$3,066,806.00**;

WHEREAS, all of the Expansion Property is used in connection with and is necessary to the operation of the Facility, and is currently eligible for exemption pursuant to Code Section 27-31-105 (the "Expansion Exemption") from all ad valorem taxation, except school district taxes and the "mandated levies" described in Code Section 27-39-329;

WHEREAS, Applicant has produced written verification and documentation to this Mayor and Board of Aldermen as to the authenticity and correctness of the Application with regard to the true value of the property to be the subject of the prayed for exemption and the completion date of the Expansion;

WHEREAS, the Expansion Exemption should be granted with respect to the Expansion Property for a ten (10) year period beginning on January 1, 2018;

WHEREAS, the Mayor and Board of Aldermen find as a fact that the Expansion Property, having a true value of **\$3,066,806.00** and constituting the Expansion of the Facility, was completed (within the meaning of the applicable statutes of the State of Mississippi) during 2017;

WHEREAS, the Application relates to all real and tangible personal property (other than tagged over-the-road motor vehicles) associated with the Expansion that is used in connection with or is necessary to the operation of the Facility, as shown on Exhibit “A-1” attached thereto; and

WHEREAS, said Applicant is entitled, subject to approval and certification by the Mississippi Department of Revenue, to the Expansion Exemption sought under Miss. Code Ann. §27-31-105 for a ten (10) year period beginning on January 1, 2018, with respect to all Expansion Property described in the Application.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Board of Aldermen of the City of Starkville, Mississippi, as follows:

1. That the Applicant be granted an exemption, under Miss. Code Ann. §27-31-105, from ad valorem taxation, except school district ad valorem taxes and the “mandated levies” described in Miss. Code Ann. §27-39-329, as provided by law and the Ad Valorem Tax Exemption Policy of the County, for a ten (10) year period beginning on January 1, 2018, for the Expansion Property (*i.e.*, all real and tangible personal property other than tagged over-the-road motor vehicles) associated with the Expansion that is used in connection with or is necessary to the operation of the Facility in the City of Starkville, Mississippi, said property having a true value of **\$3,066,806.00** and described in Exhibit “A-1” attached to the Application and made a part thereof.

2. That the Application for ad valorem tax exemption by the Applicant for a ten (10) year period beginning on January 1, 2018, be and the same is hereby approved, subject to approval and certification by the Mississippi Department of Revenue.

3. That, subject to approval and certification by the Mississippi Department of Revenue, the Applicant is hereby granted exemption, under Miss. Code Ann. § 27-31-105, from ad valorem taxes, except school district ad valorem taxes and the “mandated levies” described in Code Section 27-39-329, for a ten (10) year period beginning on January 1, 2018, for the Expansion Property described in Exhibits “A-1” attached to the Application, said property having a true value of **\$3,066,806.00**.

4. That the Mayor and Board of Aldermen be and are hereby directed to spread a copy of this Resolution and the Application on the minutes of the Mayor and Board of Aldermen; and that the City Clerk shall forward the original of the Application and a certified copy of the transcript of this Resolution approving said Application to the Mississippi Department of Revenue for its approval and certification; and, that upon approval of this Application by the Mississippi Department of Revenue and the issuance of its certificate of approval, the Mayor and Board of Aldermen shall enter a Final Order on their minutes granting the prayed for exemption; and the City Clerk shall forward one certified copy of the transcript of the Final Order and of the Application to the Tax Assessor of Oktibbeha County and obtain the Certificate of said Tax Assessor stating that the property itemized in the Application has been placed on the appropriate tax roll as “non-taxable,” except for school district ad valorem taxes and the “mandated levies,” for the duration of the exemption period and file one copy of the Final Order with the Mississippi Department of Revenue.

After a full discussion of this matter, Alderman Ben Carver moved that the foregoing Resolution be adopted and said motion was seconded by Alderman Henry Vaughn, Sr., and upon the question being put to a vote, members of the Board of Aldermen voted as follows:

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

WHEREUPON, the foregoing Resolution was declared passed and adopted at a regular meeting of the Mayor and Board of Aldermen of the City of Starkville, Mississippi, this the 5th day of June, 2018.

MAYOR AND BOARD OF ALDERMEN,
CITY OF STARKVILLE, MISSISSIPPI

BY:_____

D. Lynn Spruill, Mayor
City of Starkville, Mississippi

ATTEST:

Lesa D. Hardin, City Clerk
City of Starkville, Mississippi

27. CONSIDERATION TO ALLOW STARKVILLE COUNTRY CLUB TO HAVE A FIREWORKS SHOW ON ITS PROPERTY TUESDAY, JULY 3, AT 9:00 P.M.

Alderman Carver, duly seconded by Alderman Little, offered a motion allowing the Starkville Country Club to have a fireworks show on its property Tuesday, July 3, 2018 at 9:00 p.m. The Board voted as follows:

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

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

28. UPDATE ON CONTRACT STATUS WITH PAFFORD EMERGENCY MEDICAL SERVICES, INC.

Attorney Chris Latimer presented an update of the contract negotiations with Pafford Emergency Medical Services, Inc. Alderman Sistrunk, duly seconded by Alderman Carver, offered a motion approving the contract as presented at the table. The Board voted as follows:

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

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

Agreement to provide continuous ALS emergency ambulance service to the City twenty-four (24) hours per day, each day per calendar year

This Agreement to provide Advanced Life Support (ALS) emergency ambulance service is made and entered into on this the 5th day of June, 2018 by Pafford Emergency Medical Services, Inc. ("Pafford") and the City of Starkville, Mississippi ("City"). However, the Effective Date of this Agreement shall be **August 1, 2018**, contingent upon approval of an Emergency Medical Services District by all applicable state agencies and/or regulatory authorities. The parties agree to the following terms and conditions.

1. During the term of this Agreement, Pafford will be the single provider of emergency and ALS ground ambulance service for the City as provided herein.
2. The operation of emergency and ALS ambulance service will be limited to the Service Area which is the current and any future expanded corporate boundaries of the City. The Service Area is also referred to herein as the EMS Medical Services District or EMS District. Currently, Mississippi State University is not included within the corporate boundaries of the City. In the event Mississippi State University is one day included in the corporate boundaries of the City, Mississippi State University shall be included in Pafford's Service Area.

3. Pafford will be responsible for all emergency ambulance responses and all ALS ambulance transports originating in the City. Ambulance dispatch shall be coordinated through the City's dispatch center and shall follow the guidelines set forth by the City.

4. Pafford will receive all emergency ambulance service and all ALS ambulance service calls received by the City's dispatch center for:

- all 9-1-1/PSAP (public safety access point) requests for ambulance service;
- ambulance transport to an emergency department from the scene of an emergency, including transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facility;
- ALS ambulance transports from a general acute care hospital within the City to any other general acute care hospital;
- critical care transport (CCT) ambulance transports, which shall conform to the definition of "Specialty Care Transport" as defined in 42 CFR 414.605, from a general acute care facility within the City to any other general acute care hospital.

5. When a request for service is received at the City's dispatch center, the City's dispatcher will answer the request and follow approved dispatch procedures, coordinate with Pafford's designated dispatch center to offer planned pre-arrival assistance (as appropriate) and manage the appropriate EMS response, given the nature of the request, including timely backup ambulance coverage and the competing demands upon the system at that point and time, including, when appropriate, the notification of non-transport first responders and/or EMS air transport provider agencies.

6. Ambulance response times must not exceed ten (10) minutes for 90% of all emergency calls and twenty (20) minutes for the remaining 10% of emergency calls to any given location within the City's EMS District from the time the dispatched information is given to Pafford until the ambulance arrives on scene, subject to the following Response Time Exceptions:

- o calls for which emergency locations are only vaguely described, or cannot be determined
- o adverse and/or extreme weather conditions
- o excessive traffic events
- o thoroughfare crossings blocked by trains
- o excessive response loads due to mass casualty incidents
- o excessive crowds/attendance at local venues

Response time exceptions shall be reviewed and approved by the Fire Chief upon each monthly response review process. A redundancy system must be provided by Pafford to facilitate emergency calls when all of Pafford's ambulance service resources have been allocated to other emergency situations, regardless of the total number of ambulances required to meet this standard. Pafford shall provide any and all additional resources needed to meet the City's response criteria set forth within this Agreement. In addition, every ambulance unit provided by Pafford for emergency response must, at all times, except as authorized herein, be fully equipped with all necessary ALS equipment and staffed to operate at the advanced life support (paramedic) level on all ambulance responses, including immediate and urgent services. Clinical performance must be consistent with all Mississippi State Department of Health policies and approved medical standards.

7. Pafford will be responsible for providing the necessary radio equipment and upgrades within each response unit compatible to the radio and dispatch system already being utilized at the City's dispatch center. (800Mhz and 154Hmz frequency systems).
8. Pafford shall provide all medical re-supply items needed to re-stage each City Fire Department unit back to available status upon completion of an emergency call.
9. Pafford shall provide all necessary insurance and compliance documentation required to function in the State of Mississippi as a contracted ALS emergency ambulance service provider at no cost to the City.
10. Extrication and rescue activities will be the responsibility of the City's Fire Department. Pafford is not to be responsible for these activities.
11. In addition to emergency response, Pafford will be called upon to provide emergency ambulance coverage/standby at the request of the City's Fire Department to special functions including but not limited to public school events and activities such as sporting events and games, dances, science fairs, city festivals, etc. and extended fire suppression calls, hazardous material operations, and any other activities deemed necessary to provide preemptive emergency medical care to the visitors, citizens, and emergency service personnel within the City.
12. Pafford shall be responsible for securing on-line and off-line medical control as defined in the Rules and Regulations of the Mississippi State Department of Health, Division of Emergency Medical Services.
13. Pafford shall afford equal employment opportunities and will not discriminate based on race, color, religion, gender, age, physical disability or natural origin, with respect to hiring, compensation, promotion, training, or any other conditions of employment.
14. The conduct and appearance of Pafford's personnel must be professional and courteous at all times. Pafford shall provide its current employee Policies and Procedures to the City.
15. Pafford shall be permitted to stage ALS ambulance units at some or all of the City's fire stations. Pafford's personnel shall be permitted to use the facilities of the City's fire stations while ambulances are being staged; however, access and use of the same shall be subject to the policies and procedures of the City which will be provided in print by the City to Pafford for each of its employees.
16. Pafford must make a reasonable effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be reasonably reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action. This process requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. Pafford shall provide periodic internal evaluations and shall as requested by the City, provide such documentation as may be required for the City to perform evaluations of Pafford's performance.

17. Pafford shall provide high quality clinical care, provide a reliable EMS service at a reasonable cost to consumers, and provide the community with an operationally and financially stable system. Pafford shall be the sole provider of emergency ambulance services in the City. This Agreement does not encompass calls for service by individuals directly to a particular ambulance services provider. This Agreement encompasses only emergency calls for service received by the City through its dispatch center or as generally described herein and determined by City personnel in the performance of their duties.

18. Requests for assistance to medical emergencies typically are made through the 9-1-1 phone system. These calls are answered by the City's designated dispatch center. Personnel at the City's dispatch center will identify the caller's needs and if medical aid is needed, and will follow priority dispatching protocols to identify the nature of the call and location. This information will then be transferred via phone or electronic data interface to Pafford and to the City's Fire Department. The City's dispatch center is operated by County employees under direct supervision of the Oktibbeha County Sheriff's Office.

19. The initial response to a potentially life threatening incident includes both a Starkville Fire Department first response unit/s and a paramedic-staffed ambulance. The location of fire stations throughout the City enables firefighters to make a rapid initial response to a medical emergency. The City's Fire Department units will be staffed with minimum level NREMT- Basic (exemption, newly hired firefighters awaiting EMT training availability). The City is striving to place paramedic level firefighters on each fire department unit with current staffing of two NREMT-Paramedic level personnel.

20. Pafford will provide Basic Life Support (BLS) ambulance unit/s, as necessary, staffed by two EMT-Basic to be used for non-life-threatening responses including calls so designated through emergency medical dispatch protocols, mental health transports requested by law enforcement, nursing care facilities, and inter-facility transfers. The BLS ambulance unit/s will be available at all times to facilitate the above listed transports. Pafford shall be responsible for maintaining and coordinating all such transfers with health care facilities located within the City.

21. Patient treatment and transport shall be performed in accordance with all applicable laws and regulations which may include, in the case of paramedics, making contact with a mobile intensive care nurse (MICN) or physicians at a designated base hospital to obtain direction in management of the patient.

22. Patients shall be transported to appropriate receiving facilities. Hospital destination is based upon patient preference and applicable EMS protocols. Critical patients are normally transported to a nearest emergency department or to a trauma center, as appropriate. Non-critical patients may be transported to hospitals of choice within reasonable travel time or as not to negatively affect the minimum level of ambulance coverage within the City's EMS District defined within this Agreement. Pafford shall maintain a minimum of one (1) ALS ambulance within the City's boundaries at all times, subject to the following exceptions.

Exceptions:

- o emergency calls that require Level 1 trauma care
- o emergency calls where patient/s requires advanced specialty care in accordance with established medical protocols

- o the onboard NREMT-P deems it necessary to transport patient outside the City's designated EMS District

The above listed exceptions will be determined by the NREMT-P that assumes patient care upon arrival at the emergency scene. In the event that all Pafford ambulance units are allocated to emergency calls within the City's EMS District, the Fire Chief or designee shall be immediately notified by Pafford personnel and the redundancy systems activated.

Pafford acknowledges that the City has entered into a Mutual Aid Agreement with Oktibbeha County regarding fire protection in certain areas outside of the corporate boundaries of the City. If the current inter-local agreement between the Starkville Fire Department and Mississippi State University does, or will, apply to EMS then the terms of this agreement will apply. Pafford will provide ALS ambulance service to such Mutual Aid Areas consistent with the terms of this Agreement, only as required by Mississippi law, as dispatched by the City.

The City is not the primary fire responder to such Mutual Aid Areas and accordingly, Pafford acknowledges that Oktibbeha County EMS may dispatch ALS ambulance service to such Mutual Aid Areas and that the City cannot insure that calls for such service in the Mutual Aid Areas will be given to Pafford.

23. Medical helicopter service may be available to transport critical patients when ground ambulance transport time would be excessive and the patient meets helicopter transport criteria. Pafford, and not the City, shall be responsible for insuring that the patient is transported to the appropriate receiving facility based on the patient's needs or expressed instructions in this regard.

24. Pafford shall provide an additional transportable ambulance, as needed, to provide rapid access and patient contact to areas of the City in the event that overload occurs with all other transportable units. This additional resource can be incorporated into the redundancy system contained herein.

25. The Service Area (also referred to as the Emergency Medical Services District or EMS District) for this Agreement is the current and any future expanded corporate limits of the City. Pafford shall coordinate with the City's Fire Chief, or designee, to logistically locate emergency ambulance transporting units in the best possible locations, preferably at the City's fire stations, to provide the maximum required response times listed within this Agreement.

26. Pafford is required to provide at least one (1) non-transporting paramedic quick response vehicle (QRV) when needed. This unit will provide quick access to Paramedic care involving motor vehicle accidents and rescue operations. This unit can also function as a supervisory unit for the purpose of personnel management for the provider.

27. The minimum ambulance crew staffing will consist of one (1) NREMT-Paramedic and one (1) NREMT- Basic or EMS-Driver per ambulance unit and if needed one (1) NREMT-Paramedic for the QRV unit along with all equipment necessary to function as an ALS unit.

28. The response time requirements for all medical calls for service in the EMS District are as follows, subject to the exceptions in Paragraph 6:

- 90% of emergency call response times shall be within ten minutes.
- 10% of emergency call response times within twenty minutes.

29. Pafford will provide the required services without a direct subsidy or payment from the City with the single exception for the subsidy necessary to qualify for the state EMSOF grant program (Emergency Medical Services Operations Fund) monies. The amount of the subsidy to be paid directly to Pafford by the City shall not exceed \$0.15 per capita per year and shall be paid annually. All current and future EMSOF and trauma funds authorized and/or directed for EMS in the EMS District from any source shall be paid directly to Pafford and utilized by Pafford for services within the district. Additionally, the City recognizes that a portion of the property tax millage rate collected by Oktibbeha County is solely for EMS purposes. The City shall obtain all such funds from Oktibbeha County including, but not limited, to the portion of the tax millage rate collected from taxpayers inside the designated EMS district for EMS services. The City shall promptly remit all such funds to Pafford on a monthly basis. This paragraph is intended to and shall make payable all funds collected or allocated for EMS in the EMS district to Pafford.

Should the City fail to collect and remit any amount referenced above to Pafford, then Pafford can cancel this contract at its sole election.

30. Pafford will be responsible for all invoicing/billing to patients transported. Pafford acknowledges that some of those transported may not have insurance or be able to pay. Pafford acknowledges that the City shall in no way be financially responsible to Pafford for any services provided in relation to this Agreement with the City. Furthermore, City police and fire personnel transported by Pafford as a result of line-of-duty injuries shall not be assessed any out-of-pocket or personal expense with regard to transport cost.

31. The City specifically makes no promises or guarantees concerning the number of calls or transports, quantities of patients, or associated distance of transports.

32. Pafford shall provide high levels of performance and reliability. The demonstration of effort, even diligent and well-intended effort, will not replace demonstrated performance results. Failure to perform will result in a breach of contract resulting in the termination of any contract and/or appropriate penalties for non-performance. The City may impose response time penalties in the amount of \$250.00 per violation.

33. The essential areas where performance by Pafford must be reasonably achieved include:

- Ambulance and QRV response times
- Ambulance and QRV equipment and supply requirements
- Ambulance and QRV staffing levels including personnel with current and appropriate levels of certification/licensure
 - Clinical performance consistent with approved medical standards and protocols
 - Comprehensive quality improvement and compliance activities and results
 - Accurate and timely reporting
 - Customer and community satisfaction with the services provided
 - Compatibility with City and its emergency services departments

34. Pafford shall provide to the City proof of all required permitting and licensing as required by the State of Mississippi and all agencies, departments and body politics thereof and the same must be maintained and in effect at all times.

35. Pafford shall comply with all applicable Medical Protocols and other requirements set forth as required by the State of Mississippi and the agencies and departments thereof and/or any political body having jurisdiction thereof.

36. Pafford's personnel shall have the right and responsibility to interact directly with the medical personnel on all issues related to patient care.

37. The City's Fire Chief or designee may require that any Pafford employee attend a medical audit when necessary. Pafford employees, at their option and expense, may attend any audit involving any incident in which they were involved that is being formally reviewed but must maintain the confidentiality of the medical audit process. Attendance of every Pafford employee involved in a case being reviewed is not required, unless mandated by the City.

38. Pafford shall develop and implement a comprehensive continuous quality improvement (CQI) process which will be integrated with the City's EMS system.

39. Pafford shall be required to transport patients from all areas of the City, in accordance with all applicable Medical Control Destination Protocols.

40. Pafford personnel shall be prohibited from attempting to influence a patient's destination selection other than as compelled by applicable regulation pertaining to the same and/or as outlined herein.

41. Pafford shall maintain an on-going driver training program for ambulance personnel or any of the City's NREMT's used in support of ambulance operations. The program, the number of instruction hours, and the system for integration into the provider's operations (e.g., accident review boards, impact of accidents on employee performance reviews and compensation, etc.) shall be provided to the City on an annual basis thereafter.

42. Pafford shall develop and strictly enforce policies for infection control and contaminated materials disposal to decrease the chance of communicable disease exposure. Pafford is to provide for the collection, cleaning, and/or disposal of all contaminated items.

43. All ambulances shall meet the standards of licensure and certification as set forth by the Mississippi State Department of Health.

44. Pafford shall maintain its vehicles in a good working order consistent with the manufacturer's specifications. In addition, detailed records shall be maintained as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be accomplished and systems shall be maintained so as to achieve at least the industry norms in vehicle performance and reliability.

45. Ambulance replacement shall occur on a regular schedule and Pafford shall identify its policy for the maximum number of years and mileage that an ambulance will be retained. Ambulances exceeding the parameters herein shall not be deployed within the EMS District.

46. Pafford shall have sole responsibility for furnishing all equipment necessary to provide required service. All on-board equipment, medical supplies and personal communications equipment utilized by the provider will meet or exceed the minimum requirements set by the State of Mississippi.

47. The City may, but shall not be required to, inspect Pafford's ambulances at any time, without prior notice. If any ambulance fails to meet the minimum in-service requirements the same will be immediately removed from service until the deficiency is corrected. If the missing item is deemed a critical omission, the City may impose penalties of up to \$500.00 per occurrence/omission.

48. Nothing herein shall preclude dispatch of the nearest available ambulance even though not fully equipped, in response to a life threatening emergency so long as another appropriately equipped ambulance of at least equal level of service is also dispatched to the scene. The City may adopt protocols governing provisional dispatch of ambulances not in compliance with minimum in-service requirements and Pafford shall comply with these protocols.

49. Pafford shall be responsible for all maintenance of ambulances, support vehicles and on-board equipment used in the performance of its work. The City expects that all ambulances and equipment used in the performance of this Agreement will be maintained in optimal condition. Any ambulance, support vehicle and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, must immediately be removed from service and replaced with a functional equivalent.

50. The appearance of ambulances and equipment impact citizen's perceptions of the services provided therefore, the City requires any ambulances and equipment that have defects, including visible but only cosmetic damage, be removed from service for repair without undue delay.

51. Pafford is required to insure that its maintenance program is designed and conducted to achieve the highest standard of reliability appropriate to a modern paramedic level ambulance service by utilizing appropriately trained personnel, knowledgeable in the maintenance and repair of ambulances, by developing and implementing standardized maintenance practices, and by incorporating an automated or manual maintenance program record keeping system.

52. All costs of maintenance and repairs, including parts, supplies, spare parts and inventories of supplies, labor, subcontracted services and costs of extended warranties, shall be at Pafford's expense.

53. Pafford shall complete, maintain and provide to the City as requested, adequate records and documentation demonstrating its performance compliance. Official response time records will be determined by the City's Computer Aided Dispatch (CAD) system.

54. Pafford shall provide, within ten (10) days after the first of each calendar month, a report with Ambulance response time records to the City in a computer readable format approved by the Fire Chief and suitable for statistical analysis for all ambulance responses originating from requests to the City's dispatch center. Such records shall include the following data elements:

- unit identifier
- location of call – street address
- nature of call (EMD Code)
- code to scene
- time call received by Pafford
- time call dispatched by Pafford
- time unit en-route
- time unit on-scene
- time unit en-route to hospital

- time unit at hospital
- time unit clear and available for next call
- outcome (dry run, transport)
- receiving hospital
- code to hospital
- major trauma (MVC, non-MVC)
- number of patients transported
- EMS incident number

55. Pafford shall provide the City with a list of paramedics currently employed by it and shall update that list whenever there is a change. The personnel list shall include, at a minimum, the name, address, telephone number, State of Mississippi paramedic license and expiration date, ACLS expiration date, and valid Mississippi Driver's License number of each person on the list.

56. Pafford shall provide the City with such other reports and records as may be reasonably required by the Fire Chief or designee.

57. Pafford shall be responsible for immediate recall of personnel during multi-casualty or widespread disaster and shall develop a plan for such. This plan shall include the capability of Pafford to alert off-duty personnel.

58. The City expects Pafford's personnel to participate in EMS sanctioned exercises and disaster drills and other interagency training in preparation for multi-casualty or widespread disaster response events.

59. Pafford shall provide, at no charge to City, stand-by services at the scene of an emergency incident within the City, when directed by the City's dispatch center. A unit placed on stand-by shall be dedicated to the incident for which it has been placed on stand-by. Pafford shall notify the City's dispatch center when a stand-by may limit Pafford's ability to meet response time standards for the Service Area.

60. Pafford shall comply with all applicable state and local laws, rules and regulations for businesses, ambulance services, and those associated with employees. Pafford shall also comply with City EMS policies, procedures and protocols. Pafford is responsible for complying with all rules and regulations associated with providing services for recipients of and being reimbursed by Medicaid and other state and federally funded programs. The primary means of Pafford's compensation under this Agreement is through fee-for-service reimbursement of patient charges.

61. Pafford shall receive income from patient charges and assume sole responsibility for the billing and collection process associated with those charges. Pafford shall not include any reference to the City on any patient billing documents, claims, and/or invoices.

62. Pafford shall indemnify, hold harmless, and defend the City, its officers, agents, employees and volunteers from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with Pafford's performance or nonperformance, or the performance or nonperformance of Pafford's agents, servants, employees or subcontractors, under this Agreement. This indemnification shall not apply to the negligence, gross negligence, or intentional torts of the City.

63. Pafford hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, or alleged to be caused by, arising out of, or in connection with Pafford's performance or nonperformance, or the performance or nonperformance of Pafford's agents, servants, employees or subcontractors, under this Agreement, whether or not said claims, demands, or causes of action are covered in whole or in part by insurance. This release shall not apply to the negligence, gross negligence, or intentional torts of the City.

64. The term of this Agreement is for a period of three (3) years commencing upon the Effective Date. The City may extend this Agreement for up to two (2) additional years on such terms and conditions as are mutually agreeable to the parties. Pafford can elect not to extend this agreement by way of a written notice prior to ninety (90) days from the expiration hereof.

65. After the first twelve (12) months of this agreement, either party may elect to cancel and/or withdraw from this agreement with 120 days written notice.

66. Pafford expressly warrants that, in the event of a default under the terms of this Agreement, it will work with the City to insure continuous and uninterrupted delivery of services, regardless of the nature or causes underlying such breach. Pafford acknowledges that there is a public health and safety obligation to assist the City in every effort to ensure uninterrupted and continuous service delivery in the event of a default, even if Pafford disagrees with the determination of default.

67. Conditions and circumstances that shall constitute a material breach by Pafford shall include, but not be limited, to the following:

a. Failure to operate the ambulance service system in a manner which enables City or the provider to remain in substantial compliance with the requirements of the applicable Federal and State laws, rules, and regulations.

b. Falsification of data supplied to City by Pafford during the course of operations, including by way of example but not by way of exclusion, patient report data, response time data, financial data, or falsification of any other data required;

c. Failure by Pafford to maintain equipment in accordance with good maintenance practices;

d. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance by Pafford during a "lame duck" period;

e. Failure of Pafford's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance;

f. Repeated failure of Pafford to meet response time requirements after receiving notice of non-compliance from Fire Chief;

g. Repeated failure of Pafford to respond to emergency medical requests with a paramedic unit when ALS level of response is indicated by City dispatch protocol;

68. Not being limited to the examples of material breach in the foregoing paragraph, the City, upon written notice to Pafford, may immediately terminate this Agreement should Pafford, or its

employees, agents, servants, and subcontractors, fail to perform properly any of its obligations under this Agreement.

69. Pafford shall be responsible for and shall hold any and all required federal, state or local permits or licenses required to perform its obligations under any agreement with the City. It shall be entirely the responsibility of Pafford to schedule and coordinate all such applications and application renewals as necessary to ensure that Pafford is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services. Pafford shall be responsible for insuring that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times and that all its employees are lawfully employed.

70. Pafford shall maintain the following insurance in connection with this Agreement:

- Workers Compensation Insurance – equal to, or exceeds, State Statutory Limits
- Employer's Liability - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Commercial General Liability - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Professional Errors and Omissions - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Product/Completed Operations - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Personal and Advertising Injury - \$1,000,000 limit per occurrence, \$2,000,000 aggregate
- Medical Coverage - \$5,000 per person
- Fire Liability - \$500,000 limit per occurrence, \$1,000,000 aggregate
- Comprehensive Automobile Liability (owned, leased, non-owned and hired automobiles) - \$1,000,000 limit per occurrence, \$2,000,000 aggregate

The City shall be included as an additional insured thereon. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. A certificate of insurance and copies of all endorsements shall be furnished to the City at least 30 days prior to the Effective Date of this Agreement and approved by the City before any performance of this Agreement.

71. All services furnished by Pafford under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Pafford's sole responsibility to determine which, and be fully familiar with, all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

72. Pafford shall not be prevented from conducting private work that does not interfere with the requirements of this Agreement with the City.

73. Pafford shall retain all documents pertaining to this Agreement with the City for five (5) years from the end of the fiscal year following the date of service; for any further period that may be required by law; and until all Federal/State audits are complete and exceptions resolved for the Agreement period. Upon request, and except as otherwise restricted by law, Pafford shall make these records available to authorized representatives of the City, the State of Mississippi, and the United States Government.

74. Pafford will have ninety (90) days after termination of this Agreement in which to supply the required documentation, if any, necessary to facilitate the close out of this Agreement.

75. Pafford shall notify City within twenty-four (24) hours of any litigation or significant potential for litigation involving the provider.

76. If the parties hereto institute litigation against the other party to enforce its rights pursuant to performing the work contemplated in this Agreement, the actual and reasonable attorney's fees and court costs as determined by a court, shall be awarded to the prevailing party.

77. Nothing in this Agreement establishes an employer/employee relationship, partnership, or joint venture between Pafford and the City. Pafford is an independent contractor. Neither Pafford, nor Pafford's employees or contract personnel, are, or shall be deemed, the City's employees. In its capacity as an independent contractor, Pafford agrees and represents, and the City agrees, as follows:

- A. Pafford has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Pafford shall select the routes taken, starting and quitting times, manner and process of the work, days of work, and order the work is performed.
- B. Pafford has the right to hire employees or contract personnel to provide the services required by this Agreement.
- C. Neither Pafford, nor Pafford's employees or contract personnel, shall be required to wear any uniforms provided by the City.
- D. The services required by this Agreement shall be performed by Pafford, Pafford's employees, or contract personnel and the City shall not hire, supervise, or pay any of Pafford's employees or contract personnel for work performed under this Agreement.

78. This is the entire Agreement between Pafford and the City. This Agreement may be modified only by a writing signed by both parties.

79. Pafford may not assign or subcontract any rights or delegate any of its duties under this Agreement without the City's prior written approval.

Signatures: City of Starkville, Mississippi

By: _____ **6-7-18**
D. Lynn Spruill, Mayor **Date**

Pafford Emergency Medical Services, Inc.

By: _____
Greg Pafford, CEO **Date**

Mississippi Code — Health, Safety and Welfare

21-19-11

5/29/18 Update

608 Greensboro Street

Parcel #

118N-00-112.00

Property Owner

Brad Moore

Tax Card Address:

25 Docs Lane Ellisville MS 39437

Code Offenses

MS 21-19-11 Dilapidated Structure

Starkville 54-52 (1, 2, 3, 4 & 6) (Unhealthy and unsafe conditions)

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

IPMC 108.1.1 (Unsafe structures)

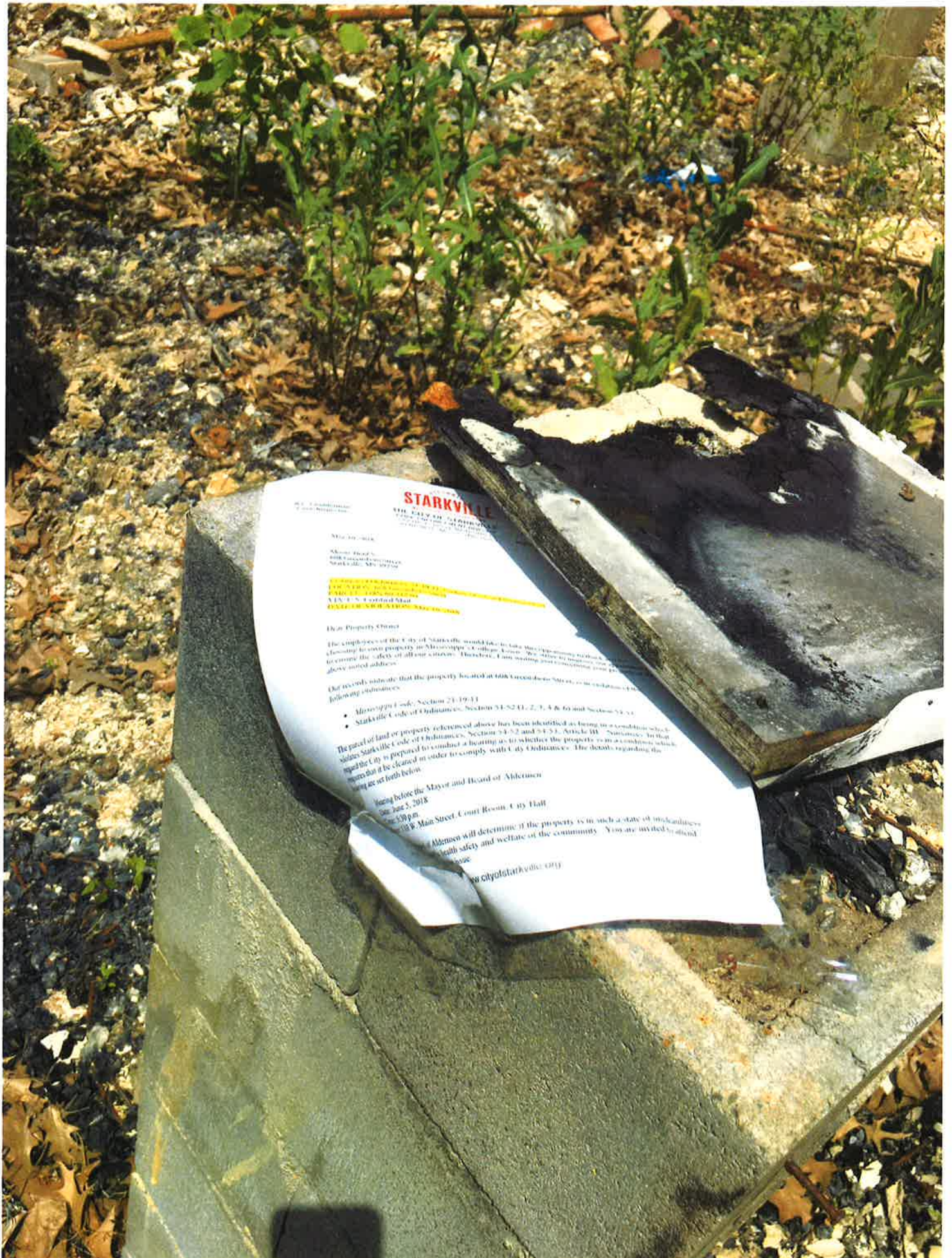
IPMC 108.1.3 (Structure unfit for human occupancy)

5/29/18 update

Dumpster has been placed on site. No clean up progress has been made. Return Receipt received.









A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Moore Brad S
608 Greensboro Street
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 608 Greensboro Street
PARCEL: 118N-00-112.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 608 Greensboro Street, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

The Mayor and Board of Aldermen will determine if the property is in such a state of uncleanness as to be a menace to public health safety and welfare of the community. You are invited to attend and present evidence about this issue.

www.cityofstarkville.org



A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
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May 10, 2018

Moore Brad S
277 Andrew Rd.
Starkville, MS 39759

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VIA: U.S. Certified Mail
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www.cityofstarkville.org

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Moore Brad S
277 Andrew Rd.
Starkville, MS 39759



9590 9402 3771 8032 8867 39

2. Article Number (Transfer from service label)

7016 0910 0000 8619 8781

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☒ Agent ☐ Addressee

B. Received by (Printed Name) Andrew Moore C. Date of Delivery 5/14/10

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Mail
 - ☐ Mail Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Return Receipt for Merchandise
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

109 Beattie Street

Parcel

118O-00-250.00

Property Owner

Watson Emma c/o Patricia Nelson

Tax Card Address:

111 Beattie Street Starkville, MS 39759

Code Offenses

MS 21-19-11 Dilapidated Structure

Starkville 54-52 (1, 2, 3, 4 & 6) (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 (3, 6, 7, 9, & 11) (Dangerous structure or premises)

5/29/18 update

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





HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

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May 10, 2018

Watson Emma c/o Patricia Nelson
109 Beattie Street
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 109 Beattie Street
PARCEL: 118O-00-250.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 109 Beattie Street, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

The Mayor and Board of Aldermen will determine if the property is in such a state of uncleanness as to be a menace to public health safety and welfare of the community. You are invited to attend and present evidence about this issue.

HISTORIC
STARKVILLE
MISSISSIPPI'S COLLEGE TOWN
THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

A.L. Counterman
Code Inspector

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Watson Emma c/o Patricia Nelson
111 Beattie Street
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 109 Beattie Street
PARCEL: 118O-00-250.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 109 Beattie Street, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

The Mayor and Board of Aldermen will determine if the property is in such a state of uncleanness as to be a menace to public health safety and welfare of the community. You are invited to attend and present evidence about this issue.

www.cityofstarkville.org

Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

CERTIFIED MAIL



7016 0910 0000 8619 8811

Watson Emma c/o Patricia Nelson
109 Beattie Street
Starkville, MS 39759

Handwritten: NISN 5/1/8 HCS



CERTIFIED MAIL

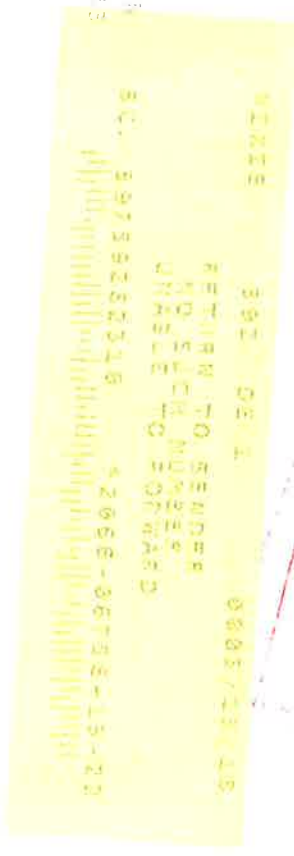


7016 0910 0000 8619 8804

Watson Emma c/o Patricia Nelson
111 Beattie Street
Starkville, MS 39759



Handwritten: 5/1/8 HCS



307 Apple St

Parcel #

118P-00-116.00

Property Owner

McDonald Eliza Davis

Tax Card Address:

307 Apple Street 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)

5/29/18 update

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











A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Mcdonald Eliza Davis
307 Apple Street
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 307 Apple Street
PARCEL: 118P-00-116.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 307 Apple Street, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

The Mayor and Board of Aldermen will determine if the property is in such a state of uncleanness as to be a menace to public health safety and welfare of the community. You are invited to attend and present evidence about this issue.

www.cityofstarkville.org

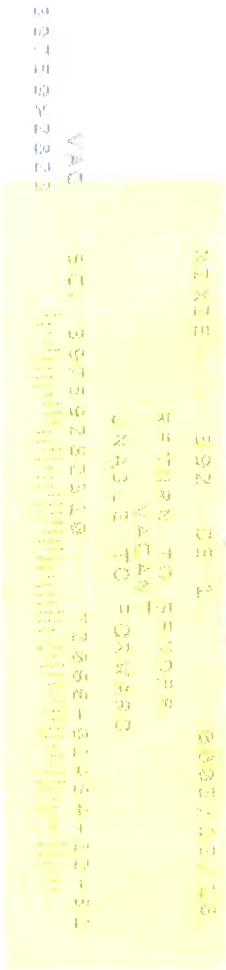
Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

CERTIFIED MAIL®



7026 0910 0000 8619 8798

Mcdonald Eliza Davis
307 Apple Street
Starkville, MS 39759



212 W. Gillispie Street

Parcel #

102B-00-319.00

Property Owner

Childs Cornelius Etal

Tax Card Address:

212 W Gillispie St. 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)

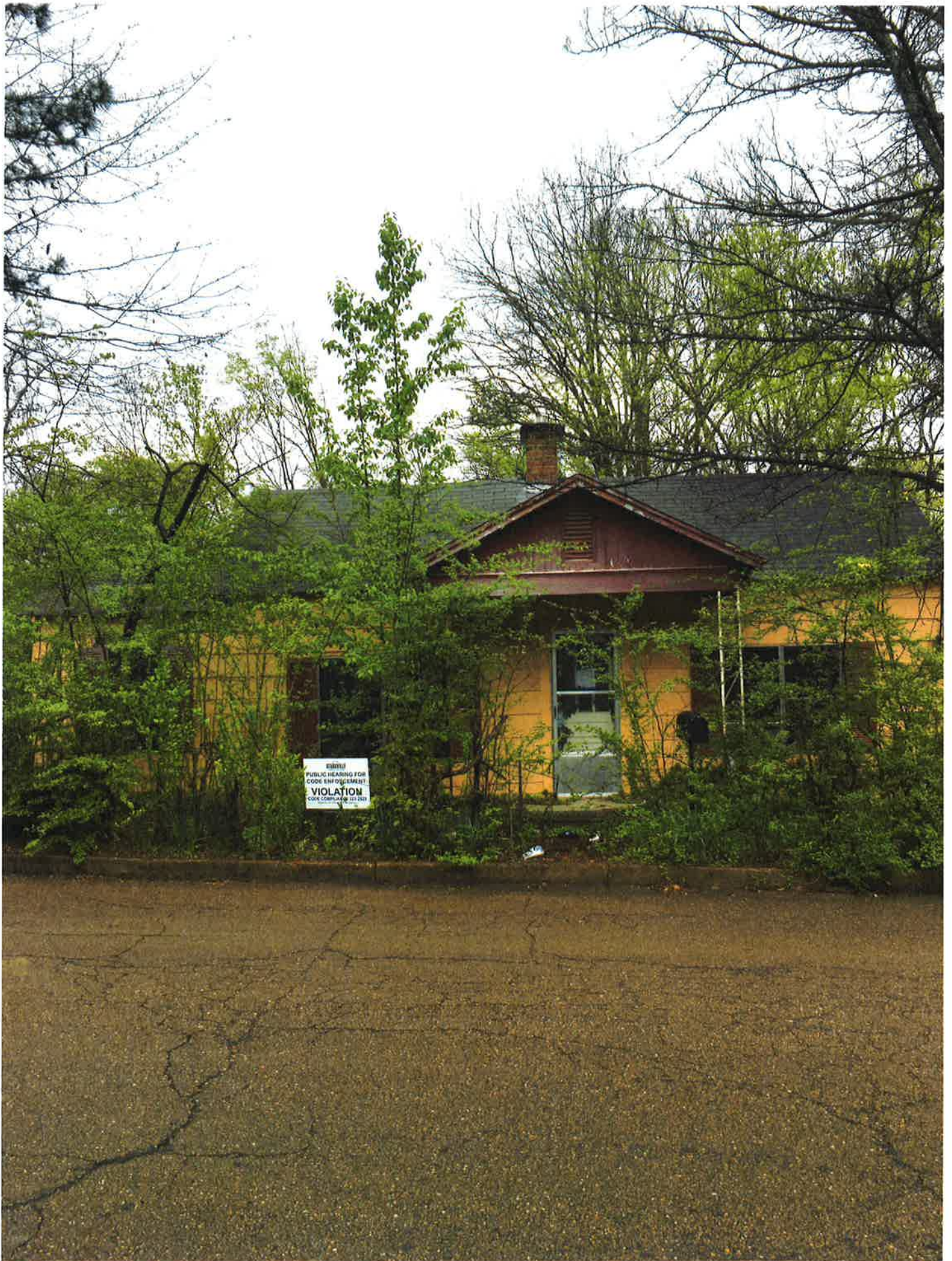
IPMC 108.1.3 (Structure unfit for human occupancy)

IPMC 108.1.5 (7) (Dangerous structure or premises)

5/29/18 update

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









A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Childs Cornelius Etal
212 W. Gillespie Street
Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 212 W. Gillespie Street
PARCEL: 102B-00-319.00
VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 212 W. Gillespie Street, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

The Mayor and Board of Aldermen will determine if the property is in such a state of uncleanness as to be a menace to public health safety and welfare of the community. You are invited to attend and present evidence about this issue.

www.cityofstarkville.org

Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

C/Sd REOFFER 4/21/8
HCS

NOTICE
DO NOT
REMOVE



7015 0640 0004 8327 8715

Childs Cornelius Etal
212 W. Gillespie Street
Starkville, MS 39759

VAC

FILED
COMM. DIV.
RECEIVED

39759-5920815

39759-5920815
RETURN TO SENDER
UNDELIVERABLE
*0456-05920-0456

1371 Babylon Street

Parcel

119-30-007.00

Property Owner

Watt Willie Mae Barnes

Tax Card Address:

2024 Hoyt Street Muskegon Heights, MI 49444

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)

5/29/18 update

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









A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Watt Willie Mae Barnes
c/o Clyde Kemp
1371 Babylon Road
Starkville, MS 39759

Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 1371 Babylon Road
PARCEL: 119-30-007.00

VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 1371 Babylon Road, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

www.cityofstarkville.org



A.L. Counterman
Code Inspector

THE CITY OF STARKVILLE
CODE ENFORCEMENT DIVISION
CITY HALL, 110 W. MAIN STREET
STARKVILLE, MISSISSIPPI 39759

Phone: 662-323-2525 ext 3131
Fax: 662-323-4143
a.counterman@cityofstarkville.org

May 10, 2018

Watt Willie Mae Barnes
c/o Clyde Kemp
2024 Hoyt Street
Muskegon Heights, MI 49444

Starkville, MS 39759

Violation of Ordinances: 21-19-11, Section 54-52, and Section 54-53
LOCATION: 1371 Babylon Road
PARCEL: 119-30-007.00

VIA: U.S. Certified Mail
DATE OF VIOLATION: May 10, 2018

Dear Property Owner:

The employees of the City of Starkville would like to take this opportunity to thank you for choosing to own property in Mississippi's College Town. We strive to improve our appearance and to ensure the safety of all our citizens. Therefore, I am writing you concerning your property at the above noted address.

Our records indicate that the property located at 1371 Babylon Road, is in violation of the following ordinances:

- *Mississippi Code*, Section 21-19-11
- Starkville Code of Ordinances, Section 54-52 (1, 2, 3, 4 & 6) and Section 54-53

The parcel of land or property referenced above has been identified as being in a condition which violates Starkville Code of Ordinances, Section 54-52 and 54-53, Article III – Nuisances. In that regard the City is prepared to conduct a hearing as to whether the property is in a condition which requires that it be cleaned in order to comply with City Ordinances. The details regarding the hearing are set forth below.

Hearing before the Mayor and Board of Aldermen
Date: June 5, 2018
Time: 5:30 p.m.
Place: 110 W. Main Street, Court Room, City Hall

www.cityofstarkville.org

Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

CERTIFIED MAIL



7016 0910 0000 8619 8156



Watt Willie Mae Barnes
c/o Clyde Kemp
1371 Babylon Road
Starkville, MS

FROM NOT
SECOND NOTICE
RETURNED

392 DE 1 0035123118
RETURN TO SENDER
VACANT
UNABLE TO FORWARD
VAC SC 39759283310 *2066-06725-15-22
39759283310

CERTIFIED MAIL



7016 0910 0000 8619 8149

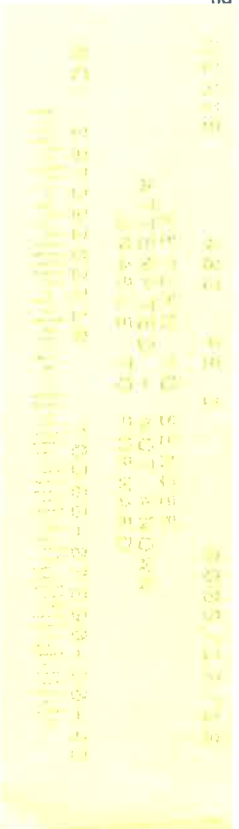


Community Development
Code Enforcement
110 W. Main Street
Starkville, MS 39759

Watt Willie Mae Barnes
c/o Clyde Kemp
2024 Hoyt Street
Muskegon Heig

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PUBLIC NOTICE

The City of Starkville will hold a Public Hearing to determine if the properties listed below are in a condition which requires cleaning in order to comply with Starkville Code of Ordinances Section 54 and Mississippi Code Section 21-19-11.

The Hearing will be held at the regularly scheduled Board of Aldermen meeting on June 5, 2018 at 5:30 pm on the 1st floor of City Hall located at 110 West Main Street.

29. PUBLIC HEARING AND CONSIDERATION OF WHETHER PROPERTIES LOCATED ON TAX PARCELS 118N-00-112.00 (608 GREENSBORO ST), 118O-00-250.00 (109 BEATTIE ST), 119-30-007.00 (1371 BABYLON ST), 102B-00-321.00 (212 WEST GILLISPIE ST), AND 118P-00-116.00 (307 APPLE ST) ARE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY PURSUANT TO MISSISSIPPI CODE ANN. 21-19-11.

Buddy Sanders presented the history and photos of parcels 118N-00-112.00, 118O-00-250.00, 119-30-007.00, 102B-00-321.00, and 118P-00-116.00. Notice was sent by certified mail to the property and tax address for all of the properties above fifteen days prior to June 5, 2018. Notice was also posted at the front door or remains of buildings located on the properties, along with a sign for each of the above addresses. Notice was also posted at City Hall.

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

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

Alderman Vaughn, duly seconded by Alderman Miller, offered a motion to declare properties located on tax parcels 118N-00-112.00, 118O-00-250.00, 119-30-007.00, 102B-00-321.00, and 118P-00-116.00 to be in such a state of uncleanness as to be menaces to the public health, safety, and welfare of the community pursuant to Mississippi Code Ann. 21-19-11 and authorized the City to take appropriate clean-up action pursuant to the statute. The Board voted as follows:

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

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

30. PUBLIC HEARING AND CONSIDERATION OF VA 18-02: A REQUEST FOR VARIANCE RELIEF FROM SIDEWALK AND STREET DESIGN REQUIREMENTS FOR A PROPOSED SUBDIVISION LOCATED ON THE SOUTH SIDE OF HIGHWAY 182 +/-530' EAST OF THE INTERSECTION WITH STARK ROAD IN AN R-E ZONE WITH THE PARCEL # 102D-00-015.00.

Buddy Sanders presented VA 18-02. The applicant John Tomlinson is proposing to develop a 15-lot subdivision on property he currently owns along the south side of Highway 182. Part of the concept for the development is to create large lots with a rural feel. To accomplish this, the applicant is requesting relief from part of the sidewalk requirements and the standard street design requirements. Due to issues with slope and existing infrastructure that would have to be modified, the applicant is requesting to not be required to place sidewalks along Highway 182 from property line to property line. The applicant is also requesting relief from the requirement to place a 5' sidewalk on both sides of the road in the proposed development. The proposed plan has a 6' sidewalk on at least one side of the road throughout the development. The proposed street design also requires variances from street width, typical curb design and storm drainage standards. The 2016 Comprehensive Plan lists the property's placetype as Rural Neighborhood. The Rural Neighborhood placetype recommends low density neighborhoods. The applicant attended a Development Review Committee meeting on May 17, 2018. On May 23, 2018, the Board of Adjustments and Appeals voted unanimously to recommend approval of this request.

36 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 May 7, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one office visit

requesting information about the request.

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

Saunders Ramsey of Neel-Schaffer Engineering, representing John Tomlinson, spoke as to the engineering reasons for the request. He asked that the Board grant the variance based on the financial burden of constructing the sidewalk based on the current slope and existing infrastructure.

Christina Gilcrest spoke against the variance. Ms Gilcrest stated that with the development being discussed near this development that sidewalks would be a good addition to highway 182. She also stated she did not agree with a narrower street than currently required.

Rob Roberson, owner of property near this proposed subdivision, recommended the variance in that he feels this development will be a good addition to the City.

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

The Board requested that City Staff and / or the Mayor contact MDOT concerning sidewalk options along highway 182.

Alderman Carver, duly seconded by Alderman Vaughn, offered a motion approving VA 18-02 for a Variance from sidewalk and street design requirements for a proposed subdivision located on the south side of Highway 182 +/- 530' east of the intersection with Stark Road in an R-E zone with the parcel # 102D-00-015.00. The Board voted as follows:

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

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

Alderman Carver left the meeting.

31. CONSIDERATION OF LW 18-01: A REQUEST FOR LANDSCAPE WAIVER FROM CANOPY TREE REQUIREMENTS FOR THE PROPOSED FEMA COMMUNITY SAFE ROOM AT SOUTHEAST CORNER OF THE INTERSECTION OF LYNN LANE AND INDUSTRIAL PARK ROAD IN A M-1 ZONE WITH THE PROPERTY #102K-00-012.00.

Buddy Sanders presented LW 18-01. Emily Garrard on behalf of Oktibbeha County requested relief from the requirement to plant canopy trees at the proposed FEMA Community Safe Room located at southeast corner of the intersection of Lynn Lane and Industrial Park Road in a M-1 zone with the property #102K-00-012.00. The applicant, Oktibbeha County, is in the process of designing and pricing a proposed Community Safe Room. The proposed structure has a maximum occupancy of 555 as listed on the preliminary plans. On the application the applicant cited FEMA P-361, Third Edition/March 2015, Safe Rooms for Tornadoes and Hurricanes, Guidance for Community and Residential Safe Rooms as saying that trees are listed as wind-born debris. FEMA P-361 list trees as a laydown hazard on page B2-2. Laydown hazards are structures such as towers or large trees that could fall onto the shelter. If a structure is within the fall zone of a tree, the tree would be classified as a laydown hazard. The applicant is requesting to place no canopy trees on the entire site which is required in Section 5, Section 6, and Section 7 of the Starkville Landscape Ordinance.

Attorney Rob Roberson, appearing on behalf of Oktibbeha County, noted that the County would be able to plant shrubs and smaller trees as required. Alderman Walker offered a motion to approve Landscape Waiver 18-01 with the condition that all canopy trees from the fall zone of the shelter structure be eliminated thus the overall number of required trees be reduced. Alderman Sistrunk offered a second to the motion and the Board voted as follows:

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

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

32. CONSIDERATION OF LW 18-02: A REQUEST FOR LANDSCAPE WAIVER FROM INTERIOR PARKING AREA REQUIREMENTS FOR THE PROPOSED RENOVATION TO LINDSEY WARNER DENTAL OFFICE AT 303 HOSPITAL ROAD IN A C-1 ZONE WITH THE PROPERTY # 118J-00-042.00.

Buddy Sanders presented LW 18-02. Cynthia Rood, landscape architect on behalf of Lindsey Warner, DMD is requesting relief from the interior parking area requirements for the proposed renovation to an existing dental office at 303 Hospital Road in a C-1 zone with the property # 118J-00-042.00. The applicant, Lindsey Warner, is in the process of designing a proposed renovation to an existing dentist office. To meet the requirements of the development ordinance, additional landscape islands are required to be added to the parking lot in front of the building adjacent to the road. The code requires the landscape islands to be a minimum dimension of 9'x18'. The proposed landscape islands are 6'x18'. The applicant is requesting to place no canopy trees within the landscape island and to reduce the size of the island due to the loss of needed parking spaces. This is a waiver request from the requirements found in Section 6 of the Landscape Ordinance.

Alderman Walker offered a motion to approve LW 18-02, a request for Landscape Waiver from interior parking area requirements for the proposed renovation, to Lindsey Warner dental office at 303 Hospital Road in a C-1 zone with the property # 118J-00-042.00. Alderman Sistrunk offered a second to the motion and the Board voted as follows:

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

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

33. CONSIDERATION OF LW 18-03: A REQUEST FOR LANDSCAPE WAIVER FROM PERIMETER AND LANDSCAPE STRIP REQUIREMENTS FOR THE PROPOSED SLIM CHICKENS RESTAURANT AT 518 SOUTH MONTGOMERY IN A C-2 ZONE WITH THE PROPERTY #102A-00-278.00.

Buddy Sanders presented LW 18-03. James R. Bagwell on behalf of Joshua Holdings is requesting relief from the perimeter and landscape strip requirement for the proposed Slim Chickens restaurant at 518 South Montgomery in a C-2 zone with the property #102A-00-278.00. The applicant, James Bagwell, is in the process of renovating the former Abner's restaurant building for a new restaurant, Slim Chickens. The existing site does not meet the current development requirements. To meet the requirements, a majority of the on-site parking will either be reduced or completely removed. The applicant is requesting to reduce the dimensional requirements of the landscape strip along South Montgomery to 3' and to not place the perimeter landscaping strips as required in Section 5 and Section 6 of the Landscape Ordinance.

Alderman Walker offered a motion to approve LW 18-03, a request for Landscape Waiver from perimeter and landscape strip requirements, for the proposed Slim Chickens restaurant at 518 South Montgomery in a C-2 zone with the property #102A-00-278.00 in that it is an existing non-conforming property. Alderman Vaughn offered a second to the motion and the Board voted as follows:

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

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

34. CONSIDERATION TO ADVERTISE FOR STATEMENT OF QUALIFICATIONS FROM PROFESSIONALS TO APPLY FOR U. S. DEPT OF TRANSPORTATION AND APPALACHIAN REGIONAL COMMISSION GRANTS TO IMPLEMENT THE DR. MARTIN LUTHER KING, JR. DRIVE / HWY 182 CORRIDOR PLAN AND TO MAKE OTHER IMPROVEMENTS.

Alderman Vaughn offered a motion to approve the advertising for statement of qualifications from professionals to apply for U.S. Department of Transportation and Appalachian Regional Commission grants to implement the Dr. Martin Luther King, Jr Drive/ Highway 182 Corridor Plan and to make other improvements. Alderman Perkins offered a second to the motion and the Board voted as follows:

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

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

35. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF MAY 30, 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.

Upon the motion of Alderman Miller, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of May 30, 2018 for fiscal year ending 9/30/18, and authorizing the City Clerk pursuant to her duties under Miss. Code Sections 21-39-5, 21-39-7, 21-39-9, 21-39-17 and 21-15-21. The Board voted as follows:

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

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

General Fund	001	\$ 350,857.30
Airport Fund	015	87,992.04
Sanitation	022	48,780.73
Landfill	023	4,859.66
Industrial Park Bond	303	133,703.12
Park and Rec, Tourism	375	8,839.75
Sub Total Before Utilities		\$ 635,032.60
Utilities Dept.	SED	493,607.58
Total Claims	Total	\$1,128,640.18

36. REQUEST AUTHORIZATION TO HIRE KIRKLAND WEBBER, AS A PART-TIME SEASONAL PROGRAM SPECIALIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, to hire Kirkland Webber, as a part-time Seasonal Program Specialist in the Starkville Parks & Recreation Department, the Board voted as follows:

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

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

37. REQUEST AUTHORIZATION TO HIRE KELLY CONGER AND SWAYZE PILLOW, AS A PART-TIME SEASONAL PROGRAM SPECIALIST IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, to hire Kelly Conger and Swayze Pillow, as a part-time Seasonal Program Specialist in the Starkville Parks & Recreation Department, the Board voted as follows:

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

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

38. REQUEST AUTHORIZATION TO HIRE SHANE MCMULLEN, AS A GROUND & FACILITIES SUPERVISOR IN THE STARKVILLE PARKS RECREATION DEPARTMENT.

Upon the motion of Alderman Miller, duly seconded by Alderman Little, to hire Shane McMullen, as a Ground & Facilities Supervisor in the Starkville Parks Recreation Department, the Board voted as follows:

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

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

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

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

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

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

Alderman Little left the meeting at this time.

40. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Miller offered a motion to enter Executive Session for the purpose of the personnel grievance of an employee of Starkville Utilities Department and pending litigation relating to the Hinton vs City of Starkville case on a finding that the proposed topics qualified for Executive Session. Following a second by Alderman Sistrunk, the

Board voted as follows to enter Executive Session:

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

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

The Mayor invited the public back in, and after allowing the public time to enter the room, made the announcement of the Board's decision to enter into Executive Session for the purpose of the personnel grievance of an employee of Starkville Utilities Department and pending litigation relating to the Hinton vs City of Starkville case, on a finding that the proposed topics qualified for Executive Session.

At this time, the Board entered Executive Session.

41. CONSIDERATION OF A MOTION TO RETURN TO OPEN SESSION.

Alderman Sistrunk offered a motion to return to Open Session. Alderman Vaughn seconded the motion and the Board voted as follows:

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

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

The Mayor invited the public back in and then announced that the Board had taken no action in Executive Session.

42. MOTION TO RECESS UNTIL JUNE 19, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Sistrunk, duly seconded by Alderman Walker, for the Board of Aldermen to recess the meeting until June 19, 2018 @ 5:30 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

Attest:

D. LYNN SPRUILL, MAYOR

LESA HARDIN, CITY CLERK

(SEAL)

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
June 15, 2018**

Be it remembered that the Mayor and Board of Aldermen met in a Work Session on Friday, June 15, 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, Jason Walker and Patrick Miller. 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.

Starkville Utilities Director Terry Kemp presented proposed water and sewer infrastructure replacement plans and the lagoon management plans along with Kurt Mills of Volkert, Inc.

During the work session, the Mayor and Board discussed items on the upcoming June 19, 2018 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed. The agenda was finalized and items were recommended for the consent agenda.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

MAYOR D. LYNN SPRUILL

Attest:

Seal

LESA HARDIN, CITY CLERK

Pleasant Acres Rehabilitation Estimates

New Water Line		
Install a new 8 inch main in neighborhood and run new services from it		
	Amount	Unit
Meter Set	96	Ea
Service Line Bore	35	Ea
Service Taps on New main	50	Ea
Service point Relocation	10	Ea
Hydrant	7	Ea
8" Water Main	7,000	Ft
Water Valve	22	Ea
Driveway Repair	3,600	Sq Ft

New Sewer Main		
Upgrading and replacing existing sewer mains		
	Amount	Unit
Manhole (6-10 ft)	48	Ea
8" Sewer Gavity Main	9,800	Ft
4" service connection	96	Ea
Driveway Repair	2,500	Sq Ft



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

JUNE 15, 2018

12:00 p.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY TERRY KEMP ON THE PROPOSED WATER AND SEWER INFRASTRUCTURE REPLACEMENT PLANS AND THE LAGOON MANAGEMENT PLANS.**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE JUNE 19, 2018, RECESSED 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, JUNE 15, 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
RECOMMENDATION FOR BOARD ACTION**

**AGENDA ITEM NO:
AGENDA DATE: 7/3/18
PAGE: 1**

SUBJECT: JEFFREY RUPP PROVIDING INFORMATION ON THE LEMONADE STAND

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:**

FOR MORE INFORMATION CONTACT:



Lemonade Day!™

Lemonade Day is a fun, experiential program that teaches kids K-5 how to start, own and operate their very own business: a lemonade

stand. Lemonade Day's program builds self-reliance and financial literacy, and introduces important business & entrepreneurial skills. Children experience a new level of confidence and see new possibilities for their future—as leaders, volunteers, and forward-thinking citizens.

Visit LemonadeDay.org to find out when your city is participating. If your city is not on the list, please email us at info@lemonadeday.org so we can get them involved.

FOUR STEPS TO SUCCESS!



SET A GOAL



WORK THE PLAN



MAKE A PLAN



ACHIEVE YOUR DREAM

New Vocabulary Words to Introduce:

Entrepreneur:	A person who starts a business for the purpose of making a profit
Business:	The selling of goods or services to make a profit
Revenue:	All the money that comes into your business
Expenses:	All costs related to your business
Profit:	The money earned from sales after expenses are paid
Goal:	What you want to achieve
Budget:	A list of all planned expenses and revenue
Advertising:	Everything you do to tell future customers about your business



FREQUENTLY ASKED QUESTIONS

ABOUT THE PROGRAM

What is Lemonade Day?

Lemonade Day is a FREE community-wide, educational initiative designed to teach children how to start, own and operate their own business—a lemonade stand.

When is Lemonade Day?

This year National Lemonade Day will be held on **May 7, 2017**. To find your city's website and Lemonade Day date please visit:

www.LemonadeDay.org

What do children learn?

The objective of Lemonade Day is to teach youth how to start, own, and operate their own business - a lemonade stand. Children learn the entrepreneurial skills necessary to be successful in the future and become contributing members of their communities. They learn how to create a budget, set profit-making goals, serve customers, repay investors and give back to the community. For kids, one of the best parts is that after covering their expenses and paying back their investor, they can keep what they earn. We encourage them to spend some of their profit as a reward for their hard work, save some of their profit for a rainy day or to re-invest in their business, and share some of their profit with the community that supported them.

How did Lemonade Day get started?

Lemonade Day was founded in 2007 by Michael Holthouse. As an INC. Magazine Entrepreneur of the Year and a two-time "Inc. 500 Fastest Growing Company" winner, Michael is passionate about entrepreneurship and proactively supports youth and experiential learning through his foundation Prepared 4 Life.

How much does it cost to participate in Lemonade Day?

Lemonade Day is a free program for all youth. The curriculum, activities, services, products and resources of Lemonade Day are made possible by the generous donations of individuals, corporations, community organizations and foundations.

How old do you have to be to participate in Lemonade Day?

Lemonade Day is open to youth of all ages. The curriculum is written to target youth in grades 3-5 however, the material can be adapted for older or younger audiences.

What happens to the money raised on Lemonade Day?

The money made at each stand on Lemonade Day belongs to the youth participants who operate that stand. 100% of what they make is their business profit. The Lemonade Day curriculum encourages them to spend some, save some, and share some: spend some on themselves for all their hard work; save some and open a bank account; and share some with a charity, non-profit or cause in their community.

REGISTRATION

How does my child register?

We encourage you to register your youth participants online by visiting your city's website. Many cities also offer registration events where you can register in person. Typically, registration opens a few months before your city's Lemonade Day. The sooner you register, the more time your child will have to find a location and plan their stand. For information about registering a large group, classroom, or school, please contact your local city. To find your city's website and event calendar please visit:

www.LemonadeDay.org



Success is Sweet!

What do we do after we register?

After registration, depending on your city, you will receive either a printed workbook or access to an online version of the program called Lemonopolis ([View a short tutorial about Lemonopolis here](#)). If you register online for printed materials, you will receive a confirmation email with instructions on where to go to pick up your materials. If you register online for Lemonopolis, you will be able to immediately login to Lemonopolis with the username and password you created during registration. If you register at an event, you will either receive physical materials at the event or information on where to go to access the online version.

Where is the training for Lemonade Day?

The Lemonade Day curriculum walks you through everything you need to know to start your lemonade business. Families (or mentors) work through the curriculum together with their participants to make a plan, build a stand, and execute their plan on Lemonade Day. Some communities offer events leading up to Lemonade Day to help youth with the lessons, building a stand, creating their plan, etc. Visit your **local Lemonade Day** website for more information.

LOGISTICS

Where can my child set up their lemonade stand?

A child has a number of options when determining a location for their lemonade stand. Some participants set up in front of their homes while others request to set up in front of a local business in hopes of getting more traffic. If you do have a business site in mind, be sure to have your child ask for permission early for the best chance of success. Check out your city's website for a list of location options and details.

How will customers know where to find us?

Once you have your location determined, you can add your stand on the map. It's easy and you can use our **Brand Your Stand** tool on your city website to include the hours of operation and special features of your new business.

Do we need a health permit to participate in Lemonade Day?

Possibly. For more information about when you will need a permit and how to go about getting one, please visit your city website. We've made the process easy but we want the youth that participate to have a full understanding of what it means to be in business. Knowing the rules is one of the most important lessons!

Can we set up our lemonade stand on a different day?

Many times youth decide they enjoy making their own money and they want to continue throughout the year. We encourage that! If you choose to participate on a day other than Lemonade Day, please be sure to set up your stand on private property with the permission of the owner.

COMMUNITY PARTICIPATION

How can schools participate in Lemonade Day?

There are many ways schools and classrooms participate effectively in Lemonade Day all over the country. In fact, many schools have incorporated Lemonade Day as part of their curriculum. To learn more, contact your **local Lemonade Day team**.

How can community members participate?

On Lemonade Day, everyone has a job! Lemonade Day is as much about community and engagement as it is about supporting young entrepreneurs. On Lemonade Day, we hope you'll be out there buying glasses of lemonade and getting to know the young entrepreneurs in your community. There's also plenty to do in the months and weeks leading up to Lemonade Day. You may want to mentor youth, serve as a guest speaker in schools, donate, sponsor stands in front of your business, help stuff backpacks or any number of volunteer activities. For more information on getting involved contact your city team through **your city's website**.

How do I bring Lemonade Day to my community?

To learn how to bring Lemonade Day to your community, contact our national office at www.LemonadeDay.org.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 3, 2018
PAGE: Page 1 of 28

SUBJECT:

First Public Hearing and Discussion for updating Chapter 62 – Floods, Article II. – Flood Damage Prevention of the Code of Ordinances, City of Starkville, Mississippi, to meet FEMA flood insurance requirements.

INFORMATION:

The Federal Emergency Management Agency is requiring cities update and/or adopt new flood damage prevention codes to remain in flood insurance programs.

REQUESTING

DEPARTMENT: Community Development
Engineering

DIRECTOR'S

AUTHORIZATION: Buddy Sanders
Edward Kemp

FOR MORE INFORMATION CONTACT:

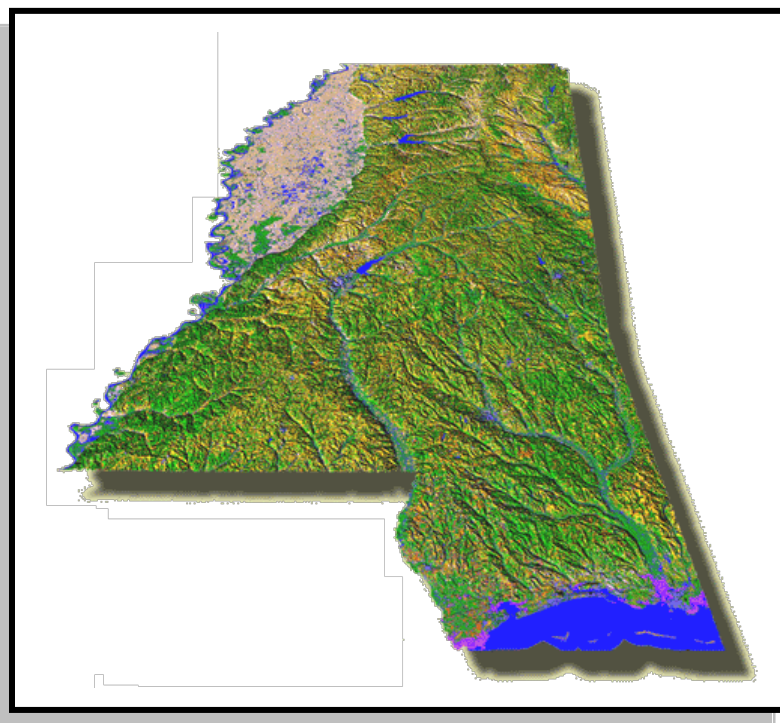
Buddy Sanders @ 662-323-2525 ext 3119 or Edward Kemp @ 662-323-2525 ext 3111

SUGGESTED MOTION:

MISSISSIPPI



**Mississippi Emergency
Management Agency**
Floodplain Management Bureau



City of Starkville

Flood Damage Prevention Ordinance

July 3, 2018

FLOOD DAMAGE PREVENTION ORDINANCE

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FLOOD DAMAGE PREVENTION ORDINANCE

ARTICLE 1. STATUTORY AUTHORIZATION, FINDINGS OF FACT, PURPOSE, AND OBJECTIVES.

SECTION A. STATUTORY AUTHORIZATION.

The Legislature of the state of Mississippi has in Title 17, Chapter 1, Mississippi Code of 1972 Annotated delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Mayor and Board of Aldermen for the City of Starkville, Mississippi does hereby adopt the following floodplain management regulations.

SECTION B. FINDINGS OF FACT.

- (1) The City of Starkville, Mississippi is subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the cumulative effect of obstructions, both inside and outside the identified Special Flood Hazard Areas, causing increases in flood heights and velocities and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.

SECTION C. STATEMENT OF PURPOSE.

It is the purpose of this ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Restrict or prohibit uses which are dangerous to health, safety, and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;
- (4) Control filling, grading, dredging, and other development which may increase erosion or flood damage, and;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

SECTION D. OBJECTIVES.

The objectives of this ordinance are:

- (1) To protect human life and health;
- (2) To minimize expenditure of public money for costly flood control projects;

- (3) To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) To minimize prolonged business interruptions;
- (5) To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (6) To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas, and;
- (7) To ensure that potential homebuyers are notified that property is in a floodprone area.

SECTION E. METHODS OF REDUCING FLOOD LOSSES.

In order to accomplish its purposes, this ordinance includes methods and provisions for:

- (1) Restricting or prohibiting uses which are dangerous to health, safety, and property due to water or erosion hazards, or which result in damaging increases in erosion or in flood heights or velocities;
- (2) Requiring that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Controlling the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- (4) Controlling filling, grading, dredging, and other development which may increase flood damage, and;
- (5) Preventing or regulating the construction of flood barriers that will unnaturally divert floodwaters or may increase flood hazards in other areas.

ARTICLE 2. DEFINITIONS.

Unless specifically defined below, words or phrases used in this ordinance shall be interpreted so as to give them the meaning they have in common usage and to give this ordinance it's most reasonable application.

A Zone is the Area of Special Flood Hazard without base flood elevations determined.

AE Zone is the Area of Special Flood Hazard with base flood elevations determined.

Accessory structure (Appurtenant structure) means a structure, which is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal initial investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, storage sheds, pole barns, and hay sheds.

Addition (to an existing building) means any walled and roofed expansion to the perimeter or height of a building. Any addition shall be considered new construction. If the addition is more than 50% of the market value of the structure, then the addition and the existing structure are now new construction.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance or a request for a variance.

AR/AE, AR/AH, AR/AO, and AR/A Zones are SFHAs that result from the decertification of a previously accredited flood protection system or levee that is in the process of being restored to provide a one percent chance or greater level of flood protection. After restoration is complete, these areas will still experience residual flooding from other flooding sources.

A99 Zone is that part of the SFHA inundated by the one percent chance flood to be protected from the one percent chance flood by a Federal flood protection system or levee under construction, no base flood elevations are determined.

Area of shallow flooding means a designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This area is also referred to as the Special Flood Hazard Area (SFHA).

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also called the "one percent chance flood").

Base Flood Elevation (BFE) is the elevation shown in the Flood Insurance Study (FIS) for Zones AE, AH, AR, AR/A, AR/AE, AR/AH, AR/AO, and VE that indicates the water surface elevation resulting from a flood that has a one percent or greater chance of being equaled or exceeded in any given year.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

Breakaway Wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system. This is associated with VE Zone construction.

Building see **Structure**.

Coastal High Hazard Area is an area of special flood hazard. Extending from offshore to the inland limit of the primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as VE Zone.

Community is a political entity and/or its authorized agents or representatives that have the authority to adopt and enforce floodplain ordinances for the area under its jurisdiction.

Community Floodplain Management Map means any map produced by the community utilizing best available base flood elevation and floodway data that is from a federal, state, or other accepted technical source.

Community Rating System (CRS) is a program developed by the Federal Insurance Administration to provide incentives for those communities in the Regular Program that have gone beyond the minimum floodplain management requirements to develop extra measures to provide protection from flooding.

Community Flood Hazard Area (CFHA) is an area that has been determined by the Floodplain Administrator (or other delegated, designated, or qualified community official) from available technical studies, historical information, and other available and reliable sources, which may be subject to periodic inundation by floodwaters that can adversely affect the public health, safety and general welfare. This includes areas downstream from dams.

Critical facility (also called critical action) means facilities for which the effects of even a slight chance of flooding would be too great. The minimum floodplain of concern for critical facilities is the 0.2 percent chance flood level. Critical facilities include, but are not limited to facilities critical to the health and safety of the public such as: emergency operations centers, designated public shelters, schools, nursing homes, hospitals, police, fire and emergency response installations, vital data storage centers, power generation and water and other utilities (including related infrastructure such as principal points of utility systems) and installations which produce, use or store hazardous materials or hazardous waste (as defined under the Clean Water Act and other Federal statutes and regulations).

D Zone is an area in which the flood hazard is undetermined.

Dam is any artificial barrier, including appurtenant works, constructed to impound or divert water, waste water, liquid borne materials, or solids that may flow if saturated. All structures necessary to maintain the water level in an impoundment or to divert a stream from its course will be considered a dam.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.

Dry Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures, which reduce or eliminate flood damages to real estate or improved real estate property, water, and sanitary facilities, structures, and their contents. Structures shall be floodproofed with a minimum of 12 inches of freeboard (more is recommended) in relation to the base flood elevation. Dry floodproofing of a pre-FIRM residential structure that has not been substantially damaged or improved is allowed. Dry floodproofing of a post-FIRM residential building is not allowed. Non-residential structures may be dry floodproofed in all flood zones with the exception of the Coastal High Hazard Area or the Coastal AE Zone.

Elevated building means for insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, pilings, columns, or piers.

Elevation Certificate is a FEMA form used as a certified statement that verifies a building's elevation information.

Emergency Program means the first phase under which a community participates in the NFIP. It is intended to provide a first layer amount of insurance coverage for all insurable buildings in that community before the effective date of the initial FIRM.

Enclosures below the Lowest Floor see "Lowest Floor."

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Executive Order 11988 (Floodplain Management) this order requires that no federally assisted activities be conducted in or have the potential to affect identified Special Flood Hazard Areas, unless there is no practicable alternative.

Executive Order 11990 (Wetlands Protection) this order requires the avoidance of adverse impacts associated with the destruction or modification of wetlands.

Existing Construction means structures for which the "start of construction" commenced before date January 1, 1975. Existing construction may also be referred to as existing structures.

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision includes the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Fill means a deposit of earthen materials placed by artificial means.

Five-Hundred Year Flood means the flood that has a 0.2 percent chance of being equaled or exceeded in any year. Areas subject to the 0.2 percent chance flood have a moderate risk of flooding.

Flood or flooding means:

A.) A general and temporary condition of partial or complete inundation of normally dry land areas from:

- 1.) The overflow of inland or tidal waters.
- 2.) The unusual and rapid accumulation or runoff of surface waters from any source.
- 3.) Mudslides (i.e. mudflows) which are proximately caused by flooding as defined in paragraph (A)(2) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B.) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (A)(1) of this definition

Flood (insurance definition) means a general and temporary condition of partial or complete inundation of two or more acres of normally dry land areas or of two or more properties (e.g. a building and a public street) from (1) overflow of inland or tidal waters (2) unusual and rapid accumulation or runoff of surface waters (3) mudflows caused by flooding.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which FEMA has delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) is the document which provides an examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide and/or flood-related erosion hazards.

Floodplain means any land area susceptible to being inundated by flood waters from any source.

Floodplain Administrator is the individual appointed to administer and enforce the floodplain management regulations.

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain management regulations means this ordinance and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances, and other applications of police power which control development in flood-prone areas. This term describes federal, state, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing Certificate is an official FEMA form used to certify compliance for non-residential structures in non Coastal High Hazard Areas as an alternative to elevating buildings to or above the base flood elevation.

Floodway See *Regulatory Floodway*.

Floodway fringe means that area of the special flood hazard area on either side of the regulatory floodway.

Flood Protection Elevation is the base flood elevation plus the community freeboard. In areas where no base flood elevations exist from any authoritative source, the flood protection elevation can be historical flood elevations or base flood elevations determined and/or approved by the floodplain administrator plus freeboard.

Freeboard means a factor of safety, usually expressed in feet above the BFE, which is applied for the purposes of floodplain management.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, ship building and ship repair facilities. The term does not include long-term storage, manufacture, processing functions, sales, administrative functions, or service facilities.

Hardship (as related to variances of this ordinance) means the exceptional difficulty that would result from a failure to grant the requested variance. The Mayor and Board of Aldermen requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is NOT exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Hazard potential means the possible adverse incremental consequences that result from the release of water or stored contents due to failure of a dam or mis-operation of a dam or appurtenances. The hazard potential classification of a dam does not reflect in any way on the current condition of a dam and its appurtenant structures (e.g. safety, structural integrity, and flood routing capacity).

High hazard dam means a class of dam in which failure may cause loss of life, serious damage to residential, industrial, or commercial buildings; or damage to, or disruption of, important public utilities or transportation facilities such as major highways or railroads. Dams which meet the statutory thresholds for regulation that are proposed for construction in established or proposed residential, commercial, or industrial areas will be assigned this classification, unless the applicant provides convincing evidence to the contrary

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a building.

Historic Structure means any structure that is:

- a.) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b.) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c.) Individually listed on the State of Mississippi inventory of historic structures, or;
- d.) Individually listed on a local inventory historic places in communities with historic preservation programs that have been certified by an approved state program as determined by the Secretary of the Interior.

Hydrologic and hydraulic engineering analyses means the analyses performed by a professional engineer, registered in the state of Mississippi, in accordance with standard engineering practices as accepted by FEMA, used to determine flood elevations and /or floodway boundaries.

Increased Cost of Compliance (ICC) coverage means under the standard flood insurance policy the cost to repair a substantially flood damaged building that exceeds the minimal repair cost and that is required to bring a substantially damaged building into compliance with the local flood damage prevention ordinance. Acceptable

mitigation measures are floodproofing (nonresidential), relocation, elevation, demolition, or any combination thereof. All renewal and new policies with effective dates on or after June 1, 1997, include ICC coverage.

Letter of Map Change (LOMC) is an official FEMA determination, by letter, to amend or revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, and Flood Insurance Studies.

Letter of Map Amendment (LOMA)

An amendment based on technical data showing that a property was incorrectly included in a designated SFHA, was not elevated by fill (only by a natural grade elevation), and will not be inundated by the one percent chance flood. A LOMA amends the current effective FIRM and establishes that a specific property is not located in a SFHA.

Letter of Map Revision (LOMR)

A revision based on technical data that, usually due to manmade changes, shows changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. One common type of LOMR, a LOMR-F, is a determination concerning whether a structure or parcel has been elevated by fill above the BFE and is, therefore, excluded from the SFHA.

Conditional Letter of Map Revision (CLOMR)

A formal review and comment by FEMA as to whether a proposed project complies with the minimum NFIP floodplain management criteria. A CLOMR does not revise effective Flood Insurance Rate Maps, Flood Boundary and Floodway Maps, or Flood Insurance Studies.

Levee means a man-made structure; usually earthen embankments designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices. For a levee system to be recognized, the following criteria must be met. All closure devices or mechanical systems for internal drainage, whether manual or automatic, must be operated in accordance with an officially adopted operation manual (a copy of which must be provided to FEMA by the operator when levee or drainage system recognition is being sought or revised). All operations must be under the jurisdiction of a Federal or State agency, an agency created by Federal or State law, or an agency of a community participating in the NFIP.

Limit of Moderate Wave Action (LiMWA) is the limit of the AE Zone category area exposed to wave attack from wavers greater than 1.5 feet during the base (one percent chance) flood on open coastal and inland areas exposed to erosion and wave propagation.

Low hazard dam means a class of dam in which failure would at the most result in damage to agricultural land, farm buildings (excluding residences), or minor roads.

Lowest adjacent grade means the elevation of the sidewalk, patio, deck support, or basement entryway immediately next to the structure and after the completion of construction. It does not include earth that is placed for aesthetic or landscape reasons around a foundation wall. It does include natural ground or properly compacted fill that comprises a component of a building's foundation system.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, *provided* that such enclosure is not built so as to render the structure in violation of the non-elevation provisions of this code.

Manufactured home (44 CFR 59.1 definition / FEMA) means a structure, transportable in one or more sections, which is built on a permanent chassis and designed to be used with or without a permanent foundation when attached to the required utilities. The term manufactured home does not include a "recreational vehicle."

Manufactured housing (24 CFR 3280.3 and 3285.5 definitions / HUD) means "...a structure, transportable in one or more sections, which in the traveling mode is 8 body feet or more in width or 40 body feet in length or which when erected on-site is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities."

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Map Amendment means a change to an effective NFIP map that results in the exclusion from the SFHA or an individual structure or a legally described parcel of land that has been inadvertently included in the SFHA (i.e., no alterations of topography have occurred since the date of the first NFIP map that showed the structure or parcel to be within the SFHA).

Map Panel Number means the four-digit number followed by a letter suffix assigned by FEMA on a FIRM. The first four digits represent the map panel, and the letter suffix represents the number of times the map panel has been revised.

Market value means the property value (as agreed between a willing buyer and seller); excluding the value of land as established by what the local real estate market will bear. Market value can be established by independent certified appraisal; replacement cost depreciated by age of building (Actual Cash Value); or adjusted assessed values.

Mean Sea Level means, for the purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map (FIRM) are referenced.

National Flood Insurance Program (NFIP) is the federal program that makes flood insurance available to owners of property in participating communities nationwide through the cooperative efforts of the Federal Government and the private insurance industry.

National Geodetic Vertical Datum (NGVD) means a vertical control, corrected in 1929, used as a reference for establishing varying elevations within the floodplain.

New Construction means a structure or an addition to an existing structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and any subsequent improvements to such structure or the addition.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain regulations adopted by a community.

Non-Residential means, but is not limited to; small business concerns, churches, schools, farm buildings (including grain bins and silos), poolhouses, clubhouses, recreational buildings, mercantile structures, agricultural and industrial structures, warehouses, and hotels and motels with normal room rentals for less than 6 months duration.

North American Vertical Datum (NAVD) of 1988 means a vertical control, corrected in 1988, used as a reference for establishing varying elevations within the floodplain.

Obstruction means, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channel construction, bridge, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

One Percent Flood (aka 100-Year Flood) is the flood that has a one percent chance of being equaled or exceeded in any given year. Any flood zone that begins with the letter A or V is subject to inundation by the one percent chance flood. Over the life of a 30-year loan, there is a 26-percent chance of experiencing such a flood within the SFHA.

Participating Community is any community that voluntarily elects to participate in the NFIP by adopting and enforcing floodplain management regulations that are consistent with the standards of the NFIP.

Post-FIRM Construction means new construction and substantial improvements for which start of construction occurred after December 31, 1974, or after the effective date of the initial FIRM of the community, whichever is later.

Pre-FIRM Construction means new construction and substantial improvements for which start of construction occurred before December 31, 1974, or before the effective date of the initial FIRM of the community, whichever is later.

Probation is a means of FEMA formally notifying participating communities of the first of the two NFIP sanctions due to their failure to correct violations and deficiencies in the administration and enforcement of the local floodplain management regulations.

Public safety and nuisance means anything which is injurious to the safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

Recreational vehicle means a vehicle that is:

- a.) Licensed and titled as an RV or park model (not a permanent residence);
- b.) Built on a single chassis;
- c.) 400 square feet or less when measured at the largest horizontal projection;
- d.) Has no attached deck, porch, or shed;
- e.) Has quick-disconnect sewage, water, and electrical connectors;
- f.) Designed to be self-propelled or permanently towable by a light duty truck, and;
- g.) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regular Program means the second phase of the community's participation in the NFIP in which second layer coverage is available based upon risk premium rates only after FEMA has completed a risk study for the community.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Repair means the reconstruction or renewal of any part of an existing building for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and all such regulations effective at the time of permitting must be met.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Repetitive Loss Property is any insurable building for which two or more claims of more than \$1,000 were paid by the National Flood Insurance Program (NFIP) within any rolling 10-year period, since 1978. At least two of the claims must be more than ten days apart but, within ten years of each other. A RL property may or may not be currently insured by the NFIP.

Section 1316 means that section of the National Flood Insurance Act of 1968, as amended, which states that no new flood insurance coverage shall be provided for any property that FEMA finds has been declared by a duly constituted state or local zoning authority or other authorized public body to be in violation of state or local laws, regulations, or ordinances that are intended to discourage or otherwise restrict land development or occupancy in flood-prone areas.

Severe Repetitive Loss Structure means any insured property that has met at least one of the following paid flood loss criteria since 1978, regardless of ownership:

1. Four or more separate claim payments of more than \$5,000 each (including building and contents payments); or
2. Two or more separate claim payments (building payments only) where the total of the payments exceeds the current market value of the property.

In either case, two of the claim payments must have occurred within ten years of each other. Multiple losses at the same location within ten days of each other are counted as one loss, with the payment amounts added together.

Significant hazard dam means a dam assigned the significant hazard potential classification where failure may cause damage to main roads, minor railroads, or cause interruption of use, or service of relatively important public utilities.

Special flood hazard area (SFHA) means that portion of the floodplain subject to inundation by the base flood and/or flood-related erosion hazards as shown on a FHBM or FIRM as Zones A, AE, AH, AO, AR, AR/AE, AR/AO, AR/AH, AR/A, A99, or VE.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act P. L. 97-348), includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure (for floodplain management purposes), means a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Structure (for insurance purposes), means a building with two or more outside rigid walls and a fully secured roof, that is affixed to a permanent site; a manufactured home built on a permanent chassis, transported to it site in one or more sections, and affixed to a permanent foundation; or a travel trailer without wheels, built on a chassis and affixed to a permanent foundation, that is regulated under the community's floodplain management and building ordinances or laws. The term does not include a recreational vehicle or a park trailer or other similar vehicle, except as described in the last part of this definition, or a gas, or a liquid storage tank.

Subrogation means an action brought by FEMA when flood damages have occurred, a flood insurance claim has been paid, and all or part of the damage can be attributed to acts or omissions by a community or other third party.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to it's before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. Substantial damage also means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred

Substantial Improvement means any combination of reconstruction, rehabilitation, or other improvement of a structure taking place during a 10 year period in which the cumulative percentage of improvement equals or exceeds 50 percent of the current market value of the structure before the "start of construction" of the improvement. The costs for determining substantial improvement include the costs of additions. This term includes structures which have incurred repetitive loss or substantial damage, regardless of the actual repair work performed.

The term does not apply to:

- a.) Any project for improvement of a building required to correct existing violations of state or local existing health, sanitary, or safety code specifications which have been identified by the Code Enforcement Official and which are minimum necessary to assure safe living conditions, provided that said code deficiencies were not caused by neglect or lack of maintenance on the part of the current or previous owners or;
- b.) Any alteration of a "historic structure" provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Substantially improved existing manufactured home parks or subdivisions means manufactured home parks or subdivisions where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

Suspension means the removal, with or without probation, of a participating community from the NFIP because the community failed to adopt and enforce the compliant floodplain management regulations required for participation in the NFIP.

VE Zone see "Coastal High Hazard Area"

Variance is a grant of relief from the requirements of this ordinance.

Violation means the failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

Watercourse means any flowing body of water including a river, creek, stream, or a branch.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, the North American Vertical Datum (NAVD) of 1988, (or other datum, where specified) of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Wet floodproofing means a method of construction which allows water to enter a structure in such a way that will minimize damage to the structure and its contents. Wet floodproofing is appropriate for functionally dependent use and uses that facilitate open space use by variance only, structures utilized for parking or limited storage, or when all other techniques are not technically feasible. Wet floodproofing shall not be utilized as a method to satisfy the requirements of this ordinance for bringing substantially damaged or improved structures into compliance. Wet floodproofing is not allowed in lieu of complying with the lowest floor elevation requirements for new residential buildings.

X Zones (shaded) are areas of 0.2 percent chance flood that are outside of the SFHA subject to the one percent chance flood with average depths of less than one foot, or with contributing drainage area less than one square mile and areas protected by certified levees from the base flood.

X Zones (unshaded) are areas determined to be outside the 0.2 percent chance floodplain.

Zone means a geographical area shown on a Flood Hazard Boundary Map or a Flood Insurance Rate Map that reflects the severity or type of flooding in the area.

ARTICLE 3. GENERAL PROVISIONS.

SECTION A. LANDS TO WHICH THIS ORDINANCE APPLIES.

This ordinance shall apply to all areas of special flood hazard (SFHA) areas within the jurisdiction of the City of Starkville, Mississippi.

SECTION B. BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled "The Flood Insurance Study (FIS), Number 28105CV000A, for Oktibbeha County, Mississippi and Incorporated Areas", dated February 17, 2010 with accompanying Flood Insurance Rate Maps (FIRM) panel numbers 0063, 0064, 0068, 0132, 0151, 0152, 0153, 0154, 0158, 0161, 0162, 0166, and the Oktibbeha County Map Index, for the City of Starkville (Community Number 280124), Oktibbeha County, Mississippi, and other supporting data are adopted by reference and declared to be part of this ordinance. The Flood Insurance Study and maps are on file at the City of Starkville's Building Department.

SECTION C. ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT.

A development permit shall be required in conformance with the provision of this ordinance prior to the commencement of any development activities in identified areas of special flood hazard within the community.

SECTION D. COMPLIANCE.

No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this ordinance and other applicable regulations.

SECTION E. ABROGATION AND GREATER RESTRICTIONS.

This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

SECTION F. INTERPRETATION.

In the interpretation and application of this ordinance all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body, and;
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION G. WARNING AND DISCLAIMER OF LIABILITY.

The degree of flood protection required by this ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the Mayor and Board of Aldermen for the City of Starkville, Mississippi or by any officer or employee thereof for any flood damages that result from reliance on this ordinance or any administrative decision lawfully made hereunder.

SECTION H. ENFORCEMENT, PENALTIES, AND VIOLATIONS.

Civil penalties. Violation of the provisions of this ordinance or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this ordinance or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than \$1,000.00 or imprisoned for not more than 90 days, or both, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

ARTICLE 4. ADMINISTRATION.

SECTION A. DESIGNATION OF FLOOD DAMAGE PREVENTION ORDINANCE ADMINISTRATOR.

The the Mayor and Board of Aldermen for the City of Starkville, Mississippi hereby appoints the City Engineer to administer and implement the provisions of this ordinance and is herein referred to as the Floodplain Administrator and/or the administrator.

SECTION B. PERMIT PROCEDURES.

Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

- (1) Application Stage.
 - a.) Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings, which will be submitted on a FEMA Elevation Certificate by a state of Mississippi registered engineer or surveyor;
 - b.) Elevation in relation to mean sea level to which any non-residential building in an A Zone will be floodproofed;
 - c.) Certificate from a state of Mississippi registered professional engineer or architect that the non-residential flood-proofed building will meet the floodproofing criteria in Article 4, Section B (2), Article 5, Section B (2);
 - d.) Description of the extent to which any watercourse will be altered or relocated as result of proposed development.

- (2) Finished Construction:

Upon completion of construction, a FEMA elevation certificate which depicts all finished construction elevations is required to be submitted to the Floodplain Administrator. If the project includes a

floodproofing measure, a FEMA floodproofing certificate is required to be submitted by the permit holder to the Floodplain Administrator.

SECTION C. POWERS, DUTIES, AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR.

The Floodplain Administrator and his or her designated staff is hereby authorized and directed to enforce the provisions of this ordinance. The Administrator is further authorized to render interpretations of this ordinance, which are consistent with its spirit and purpose.

(1) Right of Entry

- a.) Whenever necessary to make an inspection to enforce any of the provisions of this ordinance, or whenever the Administrator has reasonable cause to believe that there exists in any building or upon any premises any condition or ordinance violation which makes such building, structure or premises unsafe, dangerous or hazardous, the Administrator may enter such building, structure or premises at all reasonable times to inspect the same or perform any duty imposed upon the Administrator by this ordinance.
- b.) If such building or premises are occupied, the Administrator shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such building or premises.
- c.) If entry is refused, the Administrator shall have recourse to every remedy provided by law to secure entry.
- d.) When the Administrator shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Administrator for the purpose of inspection and examination pursuant to this ordinance.

(2) Stop Work Orders

- a.) Upon notice from the Administrator, work on any building, structure or premises that is being performed contrary to the provisions of this ordinance shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to his or her agent, or to the person doing the work, and shall state the conditions under which work may be resumed.

(3) Revocation of Permits

- a.) The Administrator may revoke a permit or approval, issued under the provisions of this ordinance, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.
- b.) The Administrator may revoke a permit upon determination that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the structure for which the permit was issued is in violation of, or not in conformity with, the provisions of this ordinance.

Duties of the administrator shall include, but not be limited to:

- (1) Review all development permits to assure that the permit requirements of this ordinance have been satisfied.

- (2) Review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Additionally, require the permittee to obtain and submit copies of any required federal or state permits and maintain them on file with the development permit.
- (3) Perform a minimum of three inspections to ensure that all applicable ordinance and floodplain development requirements have been satisfied. The first inspection upon the establishment of the Base Flood Elevation reference mark at the development site; the second upon the establishment of the structure's footprint prior to pouring the slab or the establishment of the lowest floor in an elevated foundation system; and the final inspection upon completion and submission of the required finished construction elevation certificate.
- (4) Verify any required setback distances.
- (5) Verify that all placement of fill or grading is according to certified plans. Assure that any fill being used as part of the structure's foundation system (not allowed in a CHHA) is both clean material and properly compacted and placed. A professional certification that any structure built on fill is reasonably safe from flooding can be requested of the builder/developer.
- (6) Verify adequate placement and size of any required flood vents in regard to the number of openings, their location, size, and height above ground level.
- (7) Ensure that a crawlspace has adequate vents or openings and that the interior grade is at or above the exterior grade.
- (8) Verify that the structure's utilities, duct work, and HVAC systems are at or above the base flood elevation.
- (9) Notify adjacent communities, the NFIP State Coordinator, and other federal and/or state agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse.
- (10) Assure that maintenance is provided within the altered or relocated portion of said watercourse so that the flood-carrying capacity is maintained.
- (11) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (including basement) of all new construction and substantially improved buildings, in accordance with Article 4, Section B (2). Information must be recorded on the FEMA Elevation Certificate.
- (12) Verify and record the actual elevation (in relation to mean sea level) to which the new construction and substantially improved buildings have been floodproofed, in accordance with Article 4, Section B (2). Information must be recorded on the FEMA Elevation Certificate.
- (13) Review certified plans and specifications for compliance.
- (14) Make the necessary interpretation where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions). The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Article.
- (15) Obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal, state or other source when base flood elevation data or floodway data have not been provided in accordance with Article 3, Section B, in order to administer the provisions of Article 5.
- (16) Provide information, testimony, or other evidence, as needed during variance request hearings.
- (17) Conduct the following actions when damage occurs to a building or buildings:

- a.) Determine whether damaged structures are located within the Special Flood Hazard Area;
 - b.) Conduct damage assessments for those damaged structures located in the SFHA, and;
 - c.) Make a reasonable attempt to notify owner(s) of damaged structure(s) of the requirement to obtain a building permit / floodplain development permit prior to repair, rehabilitation, or reconstruction.
- (18) Perform such other inspections as may be required to insure compliance with the other provisions of this ordinance.

ARTICLE 5. PROVISIONS FOR FLOOD HAZARD REDUCTION.

SECTION A. GENERAL STANDARDS FOR ALL ZONES.

In all areas of special flood hazard the following provisions are required:

- (1) New construction and substantial improvements shall be anchored to prevent flotation, collapse and lateral movement of the structure.
- (2) Manufactured homes shall be anchored to prevent flotation, collapse, and lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not to be used as an anchor/elevation method. This standard shall be in addition to and consistent with applicable state requirements for resisting wind forces.
- (3) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (4) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (5) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding, such facilities shall be located a minimum of two feet above the Base Flood Elevation.
- (6) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.
- (7) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters.
- (8) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- (9) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this ordinance shall meet the requirements of "new construction" as contained in this ordinance.
- (10) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this ordinance, shall be undertaken only if said non-conformity shall meet the requirements of "new construction" as contained in this ordinance.
- (11) All gas and liquid storage tanks (both above and below ground) shall be adequately anchored to prevent flotation, lateral movement resulting from hydrodynamic forces, and the effects of buoyancy.

- (12) When new construction and substantial improvements are located in multiple flood zones or in a flood zone with multiple base flood elevations, they shall meet the requirement for the more stringent flood zone and the highest base flood elevation.

SECTION B. SPECIFIC STANDARDS FOR RIVERINE ZONES.

In all areas of special flood hazard designated on the community's FIRM, where base flood elevation data have been provided (excluding CHHA and Coastal AE Zone), as set forth in Article 3, Section B, the following provisions, in addition to the standards of Article 5, Section A, are required:

- (1) Residential Construction. New construction and substantial improvement of any residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than two feet above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, flood openings sufficient to automatically equalize hydrostatic flood forces on exterior walls of enclosures that are subject to flooding, shall be provided in accordance with standards of Article 5, Section B (4).
- (2) Non-Residential Construction. New construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured building) shall have the lowest floor, including basement, elevated to no lower than two feet above the base flood elevation. Buildings located in all A Zones may, together with attendant utility and sanitary facilities, be floodproofed in lieu of being elevated provided that all areas of the building below the base flood elevation plus two feet plus a minimum of one (1) foot of freeboard are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. Dry floodproofing is allowed only where flood velocities are less than or equal to five feet per second. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied. A Flood Emergency Operation Plan and an Inspection and Maintenance Plan must be provided by the design professional for the building. Such certification shall be provided to the Floodplain Administrator.
- (3) In special flood hazard areas with base flood elevations (AE Zones) but without floodways, no encroachments, including fill material or structures, shall be permitted unless certification by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification must be supported by technical data that conforms to standard hydraulic engineering principles.
- (4) Enclosures. New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls. Enclosed areas, including crawl spaces, shall be used solely for parking of vehicles, building access, and storage.
 - a.) Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following criteria:
 - (i) Provide a minimum of two openings, on different sides of each enclosed area; if a structure has more than one enclosed area below the base flood elevation, each shall have openings on exterior walls;
 - (ii) The total net area of all openings shall be at least one square inch for each square foot of enclosed area, or the openings shall be designed and the construction documents shall include a statement that the design and installation will provide for equalization of hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwaters;

- (iii) The bottom of all openings shall be no higher than one foot above interior grade (which must be equal to in elevation or higher than the exterior grade);
 - (iv) Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwaters in both directions and automatically equalize hydrostatic flood loads on exterior walls, and;
 - b.) Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the living area (stairway or elevator); and,
 - c.) The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.
- (5) Detached storage buildings, sheds, or other like accessory improvements, excluding detached garages, carports, and boat houses, shall solely be used for parking of vehicles and storage. Such storage space shall not be used for human habitation and shall be limited to storage of items that can withstand exposure to the elements and have low flood damage potential. The storage space shall be constructed of flood resistant or breakaway materials, and equipment and service utilities, such as electrical outlets, shall be limited to essential lighting and other incidental uses, and must be elevated or floodproofed. Flood openings in accordance with the standards of Article 5 Section B (4) shall also be required. These accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters. Accessory improvements and other appurtenant structures shall be firmly anchored to prevent flotation that may result in damage to other structures.
- (6) Standards for Manufactured Homes and Recreational Vehicles.
- a.) All manufactured homes placed, or substantially improved, on individual lots or parcels, in existing manufactured home parks or subdivisions, in expansions to existing manufactured home parks or subdivisions, in new manufactured home parks or subdivisions or in substantially improved manufactured home parks or subdivisions, must meet all the requirements for new construction, including elevation and anchoring and the flood openings requirements of Article 5, Section B (4). Manufactured homes must be:
 - (i) Elevated on a permanent foundation to have its lowest floor elevated no lower than two feet above the base flood elevation, and;
 - (ii) Securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - b.) All manufactured homes placed or substantially improved, excepting manufactured homes that have incurred substantial damage as a result of a flood, in an existing manufactured home park or subdivision must be elevated so that:
 - (i) The lowest floor of the manufactured home is elevated no lower than two feet above the base flood elevation and be securely anchored to an adequately anchored foundation support system to resist floatation, collapse, and lateral movement, or
 - (ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least an equivalent strength, of no less than 36 inches in height above the highest adjacent grade and adequately anchored foundation support system to resist floatation, collapse, and lateral movement.
 - c.) All recreational vehicles placed on sites must either:
 - (i) Be on site for fewer than 180 consecutive days and;

- (ii) Be fully licensed and ready for highway use, or
- (iii) Must meet all the requirements for new construction, including anchoring and elevation requirements of this Article 5, Section B (6) (a) or Article 5, Section B (6) (b) (i) above.

A recreational vehicle is ready for highway use if it is licensed and insured in accordance with the state of Mississippi motor vehicle regulations, is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions.

- (7) **Floodways.** Located within areas of special flood hazard adopted by reference in Article 3, Section B, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles and has erosion potential, the following provisions shall apply:
- a. Encroachments, including fill, new construction, substantial improvements, and other development, are prohibited.
 - b. The placement of manufactured homes (mobile homes) is prohibited.
 - c. Permissible uses within the floodway may include: general farming, pasture, outdoor plant nurseries, horticulture, forestry, wildlife sanctuary, game farm, and other similar agricultural, wildlife, and related uses. Also lawns, gardens, athletic fields, play areas, picnic grounds, and hiking and horseback riding trails are acceptable uses, provided that they do not employ structures or fill. These permissible uses may require certification (with supporting technical data) by a registered professional engineer demonstrating that encroachments shall not result in any increase in flood levels during occurrence of the base flood discharge. The uses in this subsection are permissible only if and to the extent that they do not cause any increase in flood levels during the base flood discharge.

SECTION C. STANDARDS FOR STREAMS WITHOUT BASE FLOOD ELEVATIONS AND FLOODWAYS.

When base flood elevation data and floodway data are not available in accordance with Article 3, Section A, in Special Flood Hazard Areas without base flood elevation data, new construction and substantial improvements shall be elevated or floodproofed to elevations established by the community. The following provisions in addition to the standards of Article 5 Section A and the enclosure standards of Article 5 Section B (4) shall apply:

- (1) Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than five lots or five acres, whichever is lesser, include within such proposals base flood elevation data;
- (2) The Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source, in order to administer the provisions of Article 5. When such data are available, standards of Article 5, Section B, shall apply. If data is not available from Article 5 Section C (1) or outside sources, then the following provisions shall apply.
- (3) No encroachments, including fill material or other development, shall be located within a distance of the stream bank equal to five times the width of the stream at the top of the bank or twenty feet each side from the top of the bank, whichever is greater, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge. The enclosure standards of Article 5, Section B (4) shall apply.
- (4) The Floodplain Administrator shall require that a single lot applicant develop the base flood elevation for the development site, utilizing accepted engineering practices and procedures. Upon review of the submitted data, the Administrator may accept or reject the proposed base flood elevation. When such data is accepted, standards of Article 5, Section B, shall apply. .

- (5) Notify, in riverine situations, adjacent communities and the State Coordinating Office prior to any alteration or relocation of a watercourse, and submit copies of such notifications to FEMA. Assume that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (6) Require that all manufactured homes be placed or installed using methods and practices which minimize flood damage. Manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Dry stacked blocks (stacked without the use of mortar or cement to bond them together) are not allowed within the Special Flood Hazard Area.

SECTION D. STANDARDS FOR ACCESSORY BUILDINGS IN ALL VE ZONES

For all accessory buildings in the SFHA designated "VE" all requirements stated in Article 5, Section F will apply.

SECTION E. STANDARDS FOR SUBDIVISION PROPOSALS AND OTHER PROPOSED DEVELOPMENT.

- (1) All subdivision proposals shall be consistent with the need to minimize flood damage;
- (2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage;
- (3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards, and;
- (4) Base flood elevation data shall be provided for all new subdivision proposals and other proposed development (including manufactured home parks and subdivisions), which is greater than five lots or five acres, whichever is the lesser.
- (5) All subdivision proposals shall have at least one means of ingress/egress where the roadway shall be elevated to or above the base flood elevation;
- (6) The subdivider/applicant shall comply with the following:
 - a. Show the floodplain boundary on the face of the subdivision plat, referencing the flood insurance rate map panel number and effective date.
 - b. Indicate the lowest finished floor elevation (FFE) and building pad elevations for each lot located within the special hazard flood area on the face of the subdivision plat.

SECTION F. Left blank for future use

SECTION G. CRITICAL FACILITIES.

Construction of new and substantially improved critical facilities shall be located outside the limits of the special flood hazard area (one percent chance floodplain). Construction of new critical facilities shall be permissible within the SFHA only if no feasible alternative site is available and access to the facilities remains available during a 0.2 percent chance flood. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet six inches (3'6") above the base flood elevation at the site (or to the 0.2 percent chance flood elevation whichever is greater). Floodproofing and sealing measures must be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Multiple access routes, elevated to or above the 0.2 percent flood elevation, shall be provided to all critical facilities to the maximum extent possible. Critical facilities must not only be protected to or above the 0.2 percent chance flood, but must remain operable during such an event. The

community's flood response plan must list facilities considered critical in a flood, since loss of access can cause a critical situation. Other facilities in low risk flood zones that may also be needed to support flood response efforts must be included on the critical facility list. The use of any structure shall not be changed to a critical facility, where such a change in use will render the new critical facility out of conformance with this section. The list of the operators of the critical facilities affected by flooding must be updated at least annually, as part of the community critical facility planning procedures.

ARTICLE 6. VARIANCE PROCEDURES.

SECTION A. DESIGNATION OF VARIANCE AND APPEALS BOARD.

The Board of Aldermen for the City of Starkville, Mississippi shall hear and decide appeals and requests for variances from requirements of this ordinance and is herein referred to as the board.

SECTION B. DUTIES OF VARIANCE AND APPEALS BOARD.

The board shall hear and decide appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Administrator in the enforcement or administration of this ordinance. Any person aggrieved by the decision of the board may appeal such decision to the Oktibbeha County Circuit Court as provided in Mississippi Code Annotated, § 11-51-75 (1972).

SECTION C. VARIANCE PROCEDURES.

In passing upon such applications, the board shall consider all technical evaluations, relevant factors, and standards specified in other sections of this ordinance, and:

- (1) The evaluation must be based on the characteristics unique to that property and not be shared by adjacent parcels. The characteristics must pertain to the land itself, not to the structure, its inhabitants, or its owners;
- (2) Variances shall not be granted for multiple lots, phases of subdivisions, or entire subdivisions;
- (3) The danger that materials may be swept onto other lands to the injury of others;
- (4) The danger of life and property due to flooding or erosion damage;
- (5) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner and the community;
- (6) The importance of the services provided by the proposed facility to the community;
- (7) The necessity of the facility to be at a waterfront location, where applicable;
- (8) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
- (9) The compatibility of the proposed use with existing and anticipated development;
- (10) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
- (11) The safety of access to the property in times of flood for ordinary and emergency vehicles;
- (12) The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site, and;
- (13) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges and culverts.

- (14) Upon consideration of factors listed above, and the purpose of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (15) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

SECTION D. CONDITIONS FOR VARIANCES.

- (1) Variances shall only be issued when there is:
 - a.) A showing of good and sufficient cause;
 - b.) A determination that failure to grant the variance would result in exceptional hardship, and;
 - c.) A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- (2) The provisions of this ordinance are minimum standards for flood loss reduction; therefore any deviation from the standards must be weighed carefully. Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this ordinance, considering the flood hazard, to afford relief. In the instance of a Historic Structure, a determination that the variance is the minimum necessary so as not to destroy the historic character and design of the building. (See Article 6, Section F.)
- (3) Any applicant to whom a variance is granted shall be given written notice specifying the difference between the base flood elevation and the elevation to which the lowest floor is to be built and stating that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
- (4) The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Emergency Management Agency and Mississippi Emergency Management Agency upon request. (See Article 6 Section E.)
- (5) Upon consideration of the factors listed above and the purposes of this ordinance, the board may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.
- (6) Variances shall not be issued “after the fact.”

SECTION E. VARIANCE NOTIFICATION.

Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

- (1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and;
- (2) Such construction below the base flood level increases risks to life and property. A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Chancery Clerk and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances to the Federal Emergency Management Agency and the Mississippi Emergency Management Agency upon request.

SECTION F. HISTORIC STRUCTURES.

Variances may be issued for the repair or rehabilitation of “historic structures” only upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as a “historic structure” and the variance is the minimum to preserve the historic character and design of the structure.

SECTION G. SPECIAL CONDITIONS.

Upon consideration of the factors listed in Article 6, and the purposes of this ordinance, the City of Starkville may attach such conditions to the granting of variances, as it deems necessary to further the purposes of this ordinance.

SECTION H. FLOODWAY.

Variances shall not be issued within any designated regulatory floodway if any increase in flood levels during the base flood discharge would result.

ARTICLE 7. SEVERABILITY.

If any section, clause, sentence, or phrase of the Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way effect the validity of the remaining portions of this Ordinance.

This ordinance having first been reduced to writing was adopted at a public meeting of the Mayor and Board of Aldermen of the City of Starkville, on _____, 20__, wherein the vote was as follows and shall take effect on _____, 20__.

Ben Carver _____

Sandra Sistrunk _____

David Little _____

Patrick Miller _____

Roy A. Perkins, Vice Mayor _____

Henry N. Vaughn: _____

Lynn Spruill, Mayor: _____

ATTESTED BY: _____



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 3, 2018
PAGE: Page 1 of 9

SUBJECT:

Discussion and Consideration of CU 18-02 a request for Conditional Use to allow for 5 mobile homes on Sand Rd. in Township Range 16-18N-14E in an R-5 and C-2 zone with the parcel number 105 -16-002.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

Shanaria Smith, Nekitia Smith, Kaye Henderson, Tracey Baldwin, and Reshequia Henderson, on behalf of Starkville Oktibbeha Consolidated School District, are requesting a Conditional Use to allow for 5 mobile homes on Sand Road. The property is split zoned C-2 and R-5 and in order to place a "Mobile Home", a Conditional Use is required per the City of Starkville's Permitted and Conditional Use Chart. All leased areas are located along Sand Road and will have access to City water and electric service. All leased properties will have septic tanks or access to City sewer lines. On June 29, 2018, The Planning and Zoning Commission met for a Special Call meeting to hold a public hearing on the request. 39 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 June 13, 2018 and a sign was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call requesting information and one phone call against the request. Staff has requested three conditions:

1. The applicant shall have six months from time of Conditional Use approval to place mobile homes on the individual lease areas.
2. The applicant shall provide documentation that all necessary permits and approval from the Mississippi State Department of Health for a septic system have been approved.
3. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.
4. Tracey Baldwin, LMS #528, is to provide a stamped site plan prepared by a licensed Mississippi surveyor illustrating and stating the proposed placement of any structure will not encroach onto any utility easement areas. No structure under LMS #528 will be allowed to encroach onto any utility easements.

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 a 5 mobile homes on Sand Rd on Starkville Oktibbeha Consolidated School District property with conditions.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
CITY HALL, 110 WEST MAIN STREET
STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: CU 18-02 Request for Conditional Use to allow for 5 mobile homes on Sand Rd. in Township Range 16-18N-14E in an R-5 and C-2 zone with the parcel number 105 -16-002.00
Date: June 29, 2018

The purpose of this report is to provide information regarding Conditional Use Request by Shanaria Smith, Nekitia Smith, Kaye Henderson, Tracey Baldwin, and Reshequia Henderson on behalf of Starkville Oktibbeha Consolidated School District to allow for 5 mobile homes located on Sand Road in Township Range 16-18N-14E in an R-5 and C-2 zone with the parcel number 105 -16-002.00. Please see attachments 1- 3.

BACKGROUND INFORMATION

The applicants are seeking a Conditional Use to allow mobile homes to be located on property leased by the Starkville Oktibbeha Consolidated School District. All leased areas are located along Sand Road and will have access to City water and electric service. All leased properties will have septic tanks or access to City sewer lines. The property is currently split zoned R-5 and C-2 and in order to place a “mobile home”, a Conditional Use is required per the City of Starkville’s Permitted and Conditional Use Chart.

Scale and intensity of use.

There are several mobile homes located along Sand Road in addition to single family houses.

On- or off-site improvement needs.

There are no off-site improvements being proposed.

On-site amenities proposed to enhance the site.

There are no amenities being proposed

Site issues.

There are no known site issues regarding the intended use of the site in the area of the requested use. A permit from the health department will be required to place septic tanks on the property.

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

Direction	Zoning	Current Use
North	C-2/C-1	Single family/mobile homes
East	R-5/M-1	Multi-family/mobile homes/City Waste Treatment
South	R-5, R-6, C-2	Single family/mobile homes
West	C-2/R-5	Single family/warehouse

ALLOWED USES UNDER THE PERMITTED (PU) AND CONDITIONAL USE(CU) CHART FOR A R-5 ZONE

The following uses are permitted by right in the R-5 zoning district:

1. Accessory dwelling unit
2. Assisted Living Facility
3. Dwelling, live/work
4. Dwelling, single family, detached
5. Dwelling, multi-family
6. Dwelling, 3-4 family
7. Personal Care/Group Home
8. Family Child Care
9. Parks & Recreation, Passive
10. Business Offices

The following uses are allowed by conditional use in the R-5 zoning district:

1. Bed & Breakfast Inn
2. Boarding/Rooming House
3. Dormitory
4. Dwelling, 2-family
5. Fraternity/Sorority House
6. Manufactured Homes
7. Mobile Homes
8. Community Services
9. Education Facilities
10. Government Facilities
11. Institutional and Health Care Facilities
12. Parks & Recreation, Active
13. Places of Worship
14. Public Spaces
15. Utilities
16. Conference/Convention Center
17. Eating & Drinking Establishments
18. General Retail & Services
19. Parking Lots & Garage
20. Personal Services

NOTIFICATION

39 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 June 14, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one phone call requesting information and one phone call against.

ANALYSIS

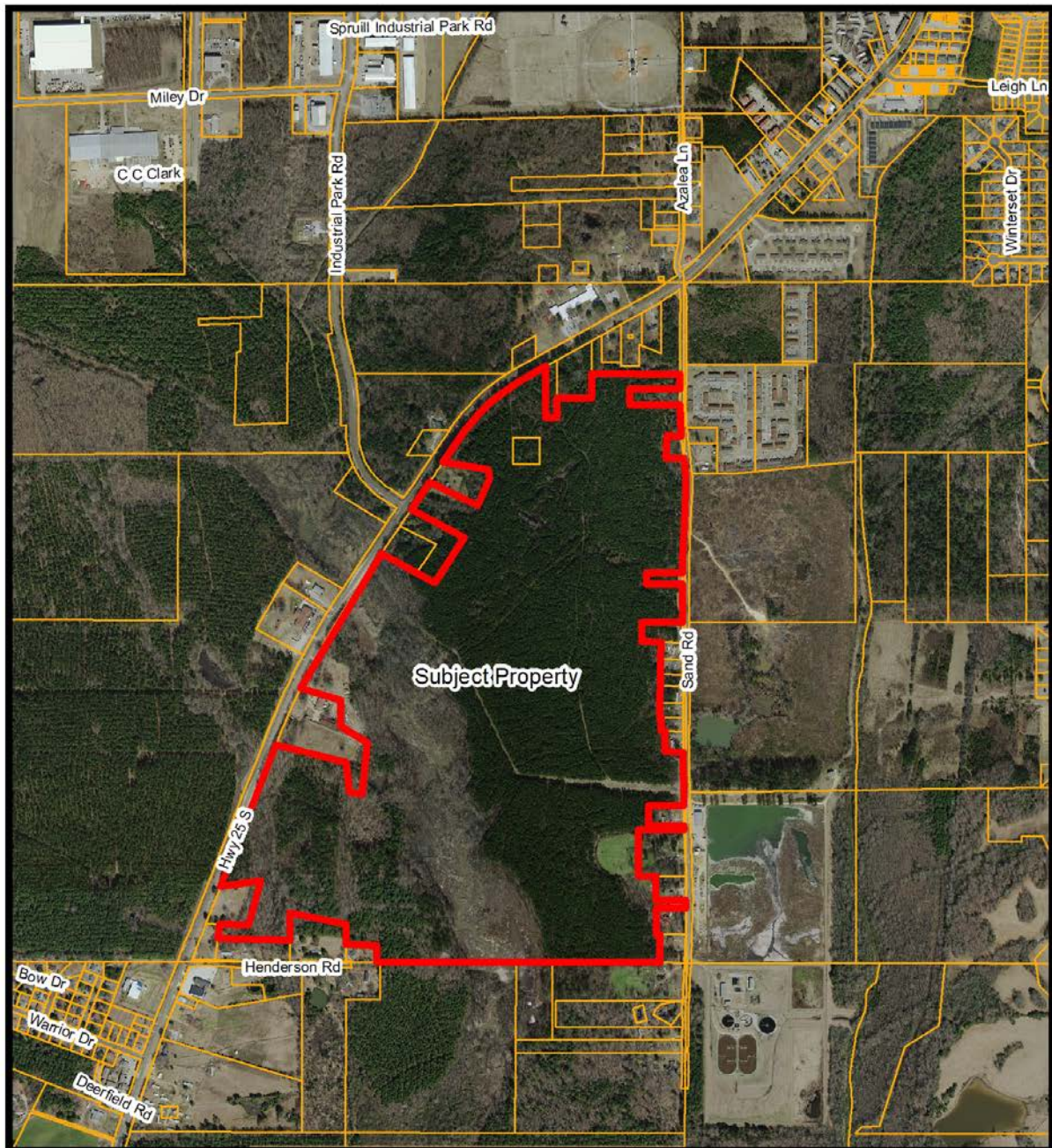
Appendix A, Article VI, Section I of the City's Code of Ordinances provides five specific criteria for conditional use review and approval:

1. **Land use compatibility.** The proposed use as a Mobile Home could be considered a compatible use with adjacent properties. The property is currently zoned R-5 and C-2 (R-5 along Sand Road). The 2016 Comprehensive plan has the areas placetype listed as Special District. This classification signifies that the property is owned by a government or civic entity. This placetype is not typically associated with any specific type of development.
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 applicants are responsible for obtaining all the property permitting required by City and State prior to occupying the structure.

Requested Conditions:

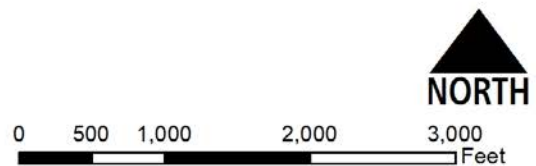
1. The applicant shall have six months from time of Conditional Use approval to place mobile homes on the individual lease areas.
2. The applicant shall provide documentation that all necessary permits and approval from the Mississippi State Department of Health for a septic system have been approved.
3. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

Attachment 1
CU 18-02 Aerial

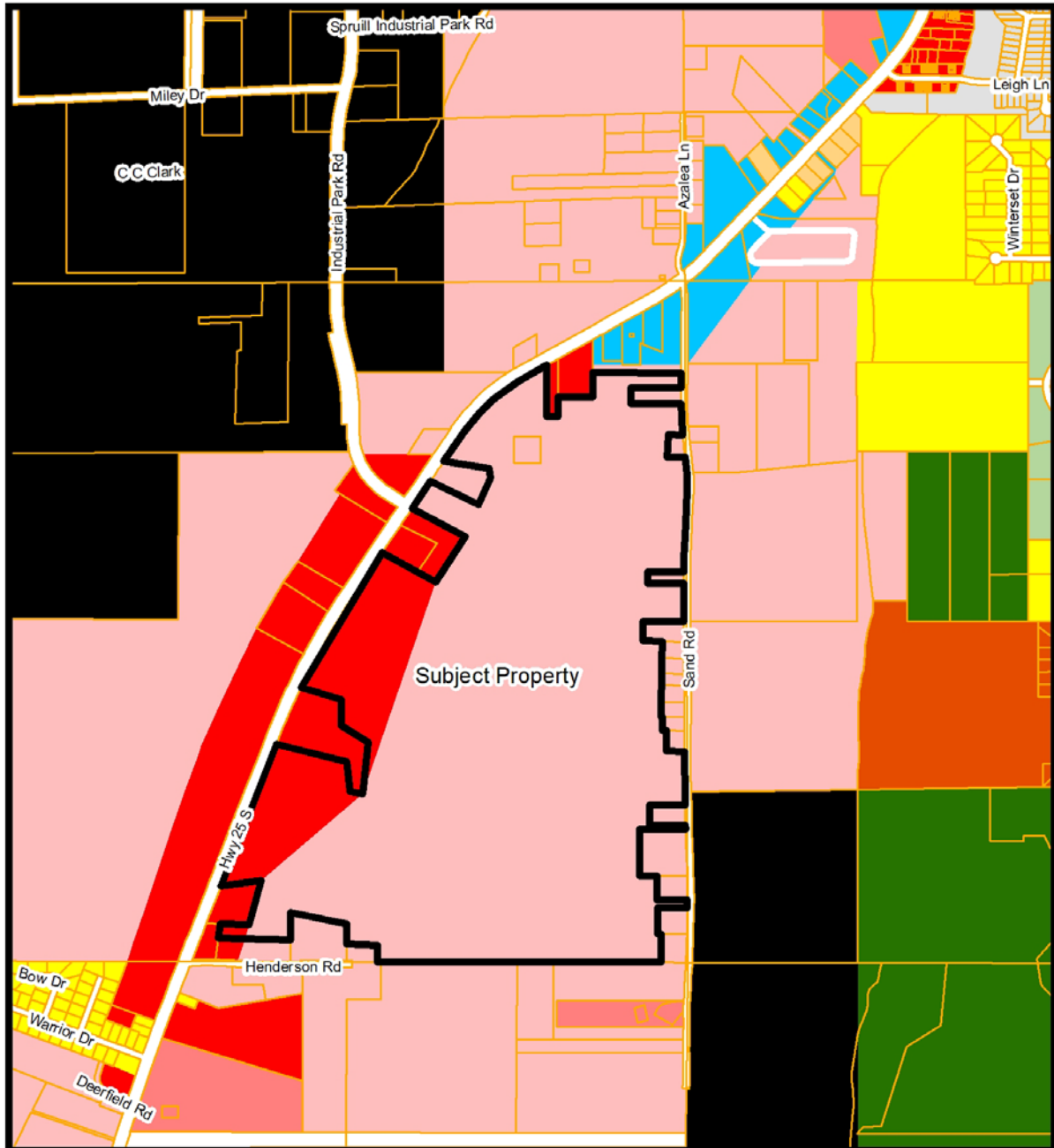


Legend

 subject property

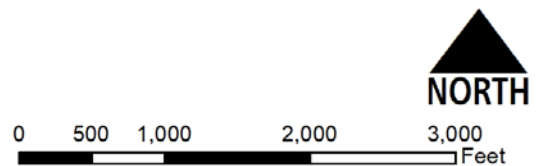


Attachment 2 CU 18-02 Zoning



Legend

 subject property



Attachment 3- Letter of Support

April 25, 2018

Starkville Planning & Zoning Commission
C/O Mayor Lynn Spruill
110 West Main Street
Starkville, MS 39759

RE: Conditional Use Application

Planning & Zoning Commission Members:

Enclosed you will find a Conditional Use application for consideration of the placement of five mobile homes on Sand Road. Each mobile home will occupy a leased area on Starkville Oktibbeha School District property.

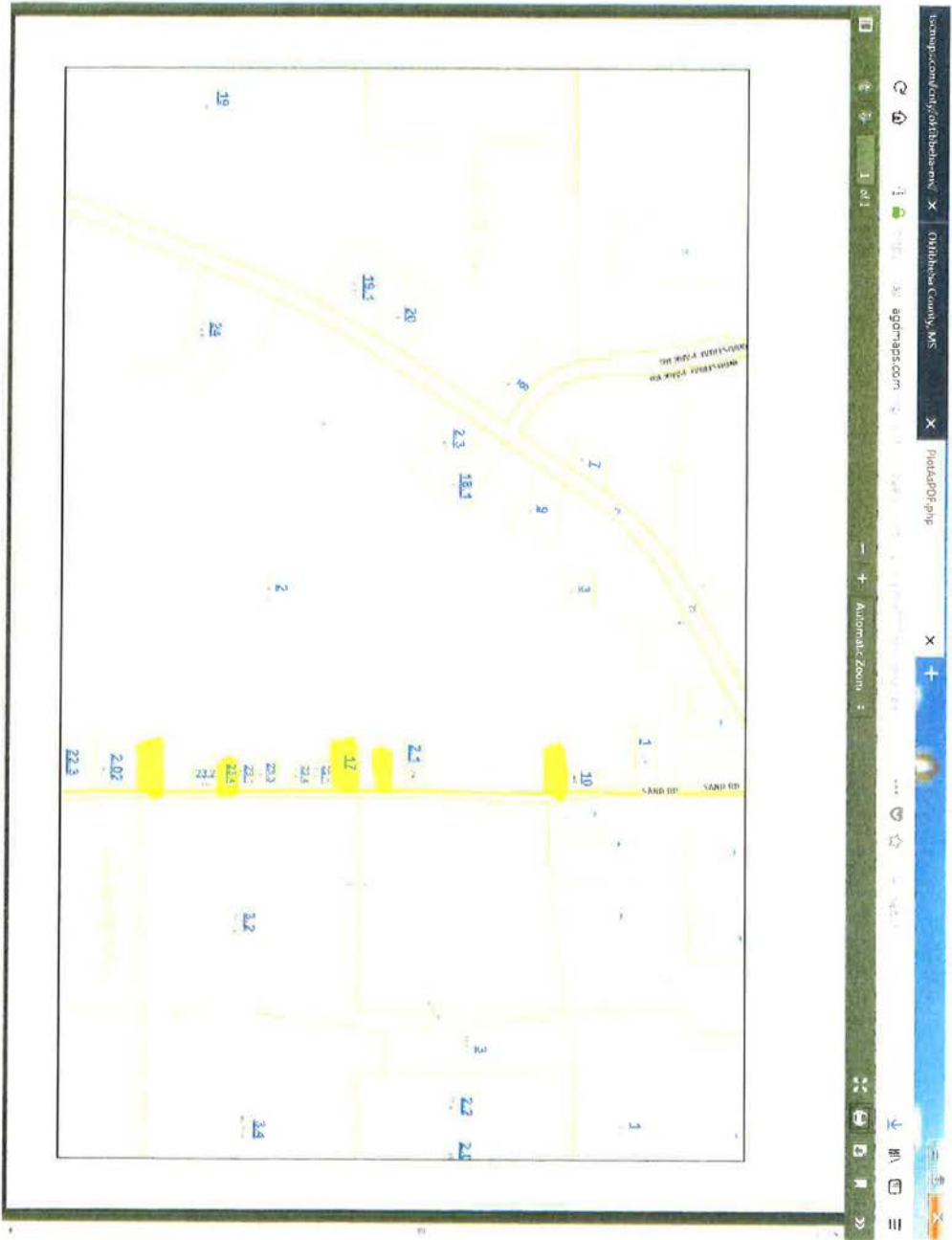
All leased areas are located along Sand Road, have access to City water and electric service. All leased properties have septic tanks or access to City sewer lines. With the exception of one lease area, each mobile home will take the place of a previous mobile home.

I can personally attest that each school board lessee are good, hard working people who make Starkville great. Starkville has one of the most expensive housing markets in Northeast Mississippi. I ask that the City help the applicants with a conditional use approval so the residents may have a safe and affordable place to live.

Respectfully,


Chris Taylor, President
Oktibbeha NAACP







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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 3, 2018
PAGE: Page 1 of 14

SUBJECT:

Public Hearing and Consideration of RZ 18-03 a request to Rezone four parcels located at 701, 703, 705, and 707 North Montgomery Street from C-2 to R-5 with the parcel number 108I-00-002.00, 108I-00-002.01, 108I-00-002.02, and 108I-00-002.03.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant James Fowler, represented by Jason Pepper, is seeking to rezone four parcels located at 701, 703, 705, and 707 North Montgomery Street from C-2 to R-5 with the parcel number 108I-00-002.00, 108I-00-002.01, 108I-00-002.02, and 108I-00-002.03. The applicant is requesting the rezoning based on manifest error in the ordinance (the zoning map) and a public need to correct the error. 17 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 June 15, 2018 and a sign was posted on the properties concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls against this request. On June 12, 2018, the Planning and Zoning Commission voted to recommend approval of this request to rezone from C-2 to R-5 due to error.

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 RZ 18-03 a request to Rezone four parcels located at 701, 703, 705, and 707 North Montgomery Street from C-2 to R-5 with the parcel number 108I-00-002.00, 108I-00-002.01, 108I-00-002.02, and 108I-00-002.03.



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
PLANNING AND ZONING COMMISSION
 CITY HALL, 110 WEST MAIN STREET
 STARKVILLE, MISSISSIPPI 39759

STAFF REPORT

To: Members of the Planning & Zoning Commission
From: Daniel Havelin, City Planner (662-323-2525 ext. 3136)
 Emily Corban, Assistant City Planner (662-323-2525 ext. 3138)
Subject: RZ 18-03 Request to Rezone four parcels located at 701, 703, 705, and 707 North Montgomery Street from C-2 to R-5 with the parcel number 108I-00-002.00, 108I-00-002.01, 108I-00-002.02, and 108I-00-002.03
Date: June 12, 2018

The purpose of this report is to provide information regarding the request by Jason Pepper on behalf of James Fowler to rezone four parcels located at 701, 703, 705, and 707 North Montgomery Street from C-2 to R-5 with the parcel number 108I-00-002.00, 108I-00-002.01, 108I-00-002.02, and 108I-00-002.03. Please see attachments 1- 3.

BACKGROUND INFORMATION:

The applicant is seeking to rezone from C-2 to R-5 based on a manifest error in the ordinance and a public need to correct the error.

Zoning Change Subject Property				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
	R-2	R-4	C-2/R-5	C-2/R-5
Zoning Change Adjacent Properties				
Properties	1960s- 1970s Map	1982-1991 Map	2000 Map	Current Map
North	R-2	R-4	R-5	R-5
East	R-2	R-3	R-3	R-2
South	R-2	R-3	R-3	R-3
West	R-2	R-2	R-2	R-3
Zoning and land uses adjacent to the subject property				
Direction	Zoning	Current Use		
North	R-5	Multi-family		
East	R-2	Single family		
South	R-3	Vacant/wooded lot		
West	R-3	School		

NOTIFICATION:

17 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 May

28, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received no phone calls against.

REZONING REQUEST:

The subject property rezoning request is from C-2 to R-5. Differences between zones are:

Current Zoning District:

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

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

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

- b) *The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.*
- c) *The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.*
- 9. *All parking lots adjacent to public right-of-way shall be paved either entirely or with a combination of the following: asphalt, concrete, porous pavement, concrete pavers, or brick pavers. Gravel can be used temporarily as a parking surface for a period on no longer than 12 months upon the approval of the community development director. All temporary gravel lots must provide ADA accessible parking and access ways in accordance with the ADA guidelines.*

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

Proposed Zoning District:

Sec. G. - R-5 residential zoning regulations.

These [R-5 residential] districts are intended to be composed mainly of multifamily dwellings, although a wide range of dwelling types is also permitted. Mobile homes, mobile home parks, and mobile home subdivisions are also permitted under certain special conditions. Appropriate supporting facilities to accommodate higher density multifamily districts are permitted and the character of this residential district is protected by requiring certain yard and area standards to be met. [The following regulations apply to R-5 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, per unit: 1,800 square feet.*
 - b) *Minimum lot width at building line:*
 - Single-family and multifamily dwelling of less than eight units: 50 feet.*
 - Townhouse dwelling: 16 feet.*
 - Multifamily dwelling of eight units or more: 100 feet.*
 - c) *Minimum depth of front yard: 25 feet.*
 - d) *Minimum width of side yard: 5 feet.*
 - e) *Minimum depth of rear yard: 20 feet.*
 - f) *Maximum height of structure: 45 feet.*

Mobile homes on individual lots shall comply with the provisions of article VII, section E. Mobile home parks and mobile home subdivisions shall comply with provisions of article VII, section H.

- 4. *Off-street parking requirements: See article VII of this ordinance for requirements for other uses.*
- 5. *All building facades that are visible from public right-of-way or adjacent property zoned residential shall meet these requirements.*

- a) *The following materials are allowed for use on a building façade: brick, wood, fiber cement siding, stucco, natural stone, and split faced concrete masonry units that are tinted and textured. Architectural metal panels may be used as long as the panels make up less than 40 percent of an individual façade.*
- b) *The following materials are not allowed for use on a building facade: smooth faced concrete masonry units, vinyl siding, tilt-up concrete panels, non-architectural steel panels (R Panels), and EIFS (exterior insulation and finish systems). EIFS is permitted to be used for trim and architectural accents.*
- c) *The primary facade colors shall be low reflectance, subtle, neutral or earth tones. The use of high intensity, metallic flake, or fluorescent colors is prohibited.*

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

(Ord. No. 2007-5, § 1, 4-17-07; Ord. No. 2014-5, 9-16-14)

Permitted and Conditional Uses:

R-5

The following uses are permitted by right in the R-5 zoning district:

1. Accessory dwelling unit
2. Assisted Living Facility
3. Dwelling, live/work
4. Dwelling, single family, detached
5. Dwelling, multi-family
6. Dwelling, 3-4 family
7. Personal Care/Group Home
8. Family Child Care
9. Parks & Recreation, Passive
10. Business Offices

The following uses are allowed by conditional use in the R-5 zoning district:

1. Bed & Breakfast Inn
2. Boarding/Rooming House
3. Dormitory
4. Dwelling, 2-family
5. Fraternity/Sorority House
6. Manufactured Homes
7. Mobile Homes
8. Community Services
9. Education Facilities
10. Government Facilities
11. Institutional and Health Care Facilities
12. Parks & Recreation, Active
13. Places of Worship
14. Public Spaces
15. Utilities

16. Conference/Convention Center
17. Eating & Drinking Establishments
18. General Retail & Services
19. Parking Lots & Garage
20. Personal Services

STATE REZONING CRITERIA

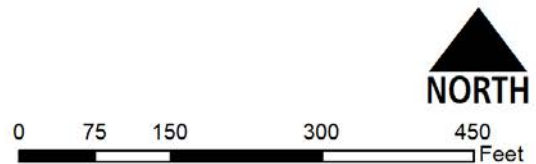
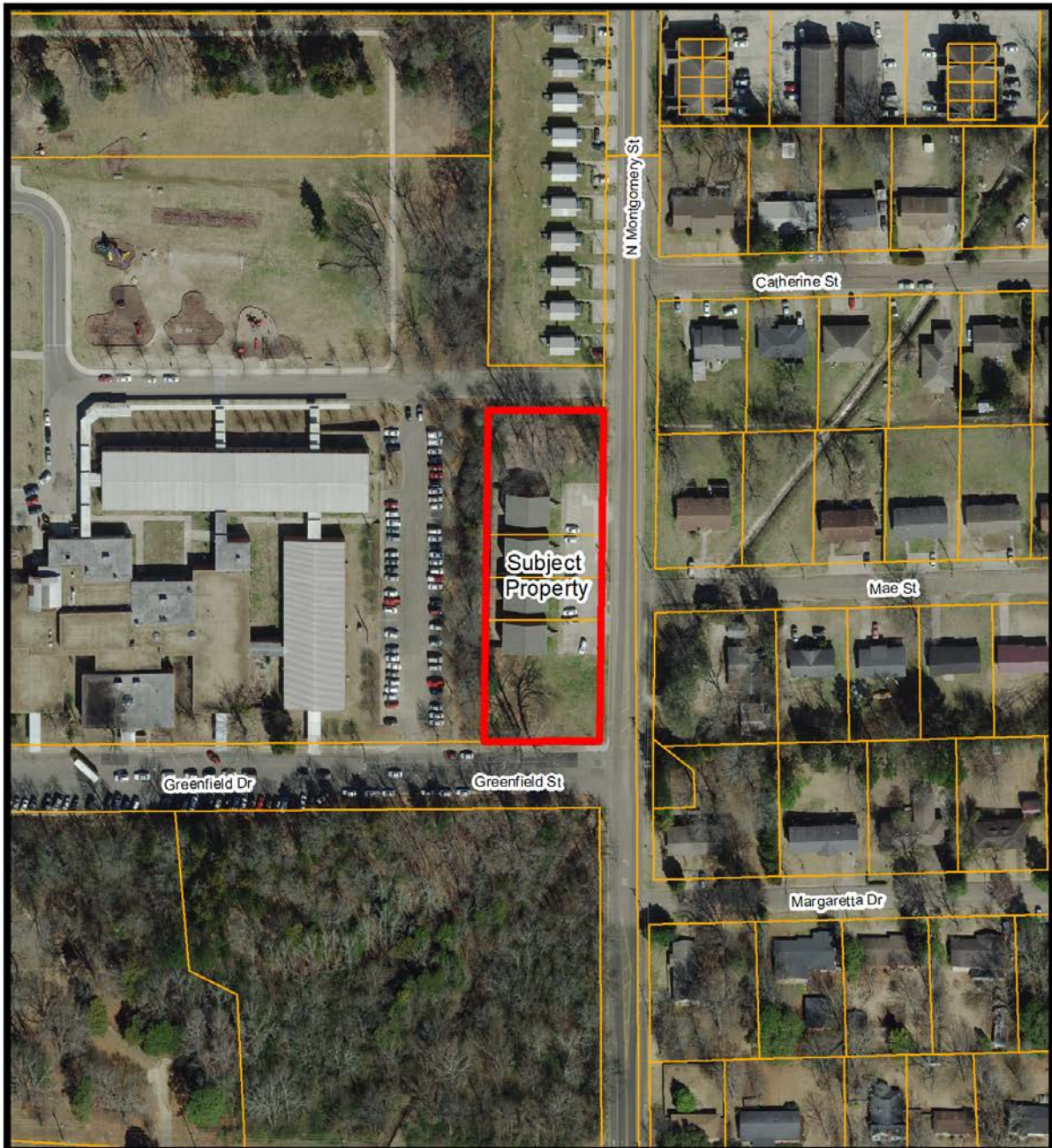
Per Title 17, Chapter 1, of the Mississippi Code of 1972, as amended, and Appendix A, Article IV, Section A, of the City of Starkville Code of Ordinances, the Official Zoning Map may be amended only when one or more of the following conditions prevail:

1. **Error:** There is a Manifest Error in the ordinance and a Public Need to correct the error:
 - ERROR

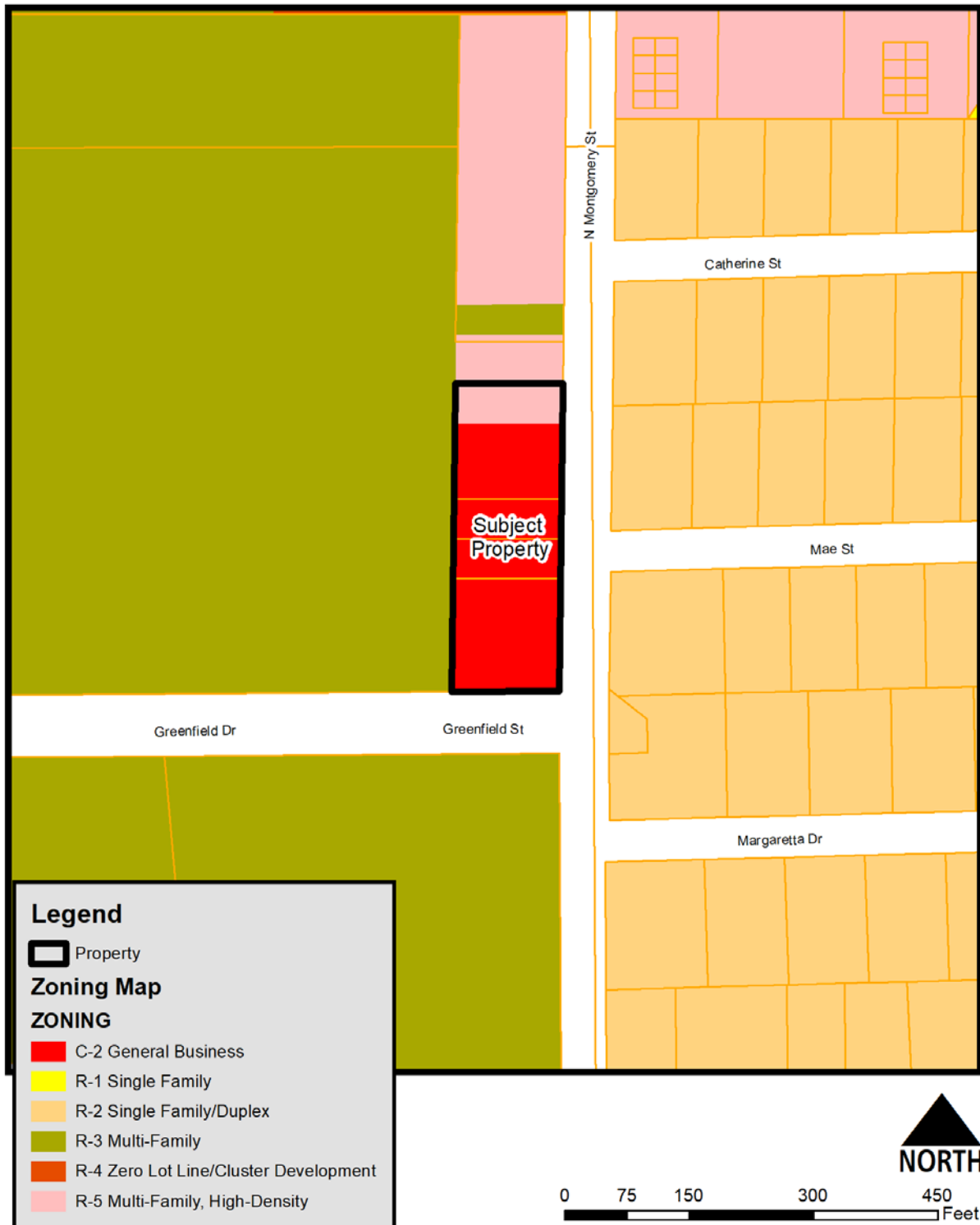
Consistency with Comprehensive Plan: The proposed rezoning would generally be consistent with the goals, objectives and policies found in the City's Comprehensive Plan. The subject properties' placetype is listed as traditional neighborhood- existing.

Land Use Compatibility: The proposed rezoning would be consistent and compatible the adjacent land uses in the vicinity. The property immediately to the north is R-5 zoning and the surrounding property is residential in nature.

Attachment 1
RZ 18-03 Aerial



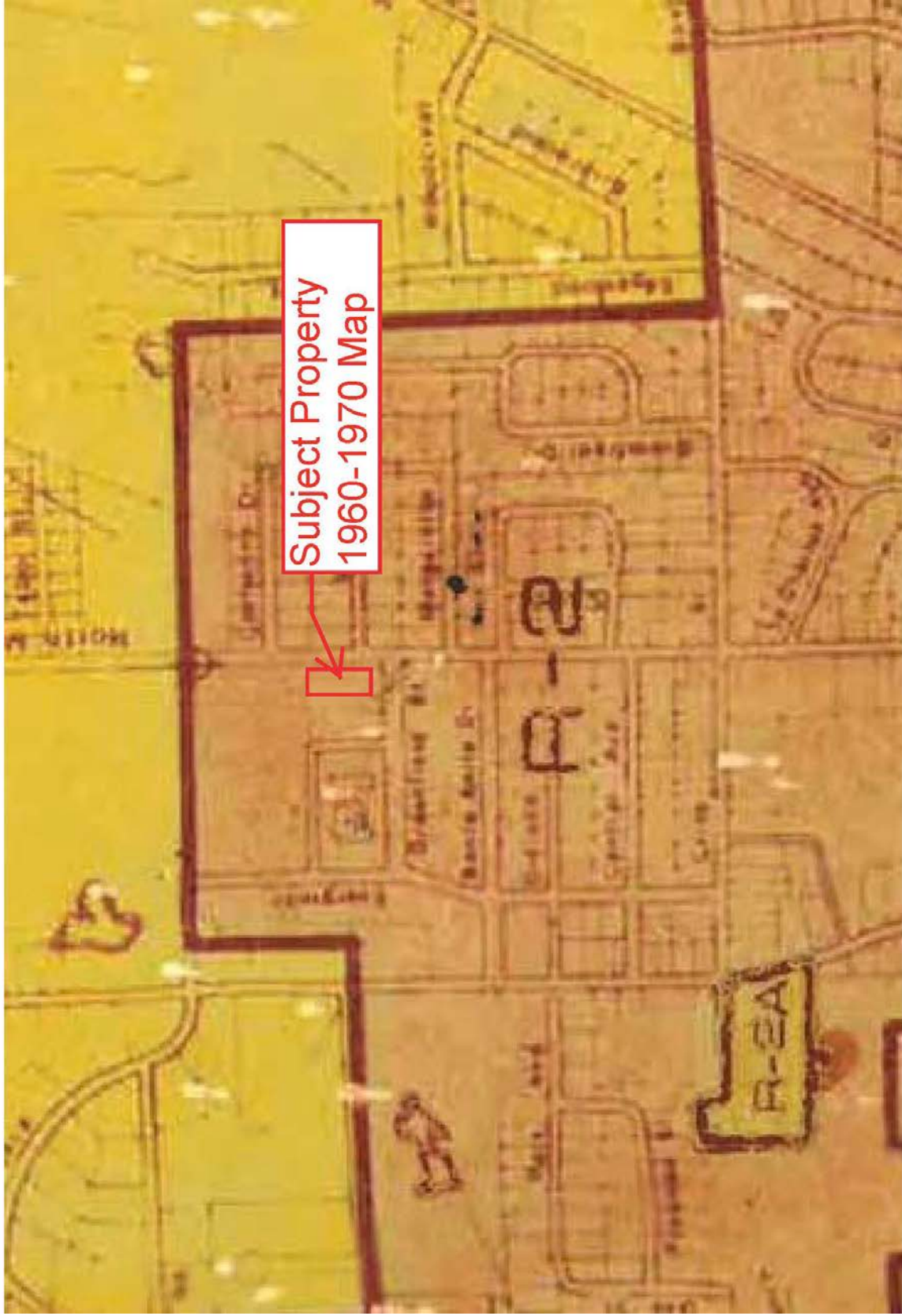
Attachment 2
RZ 18-03 Zoning



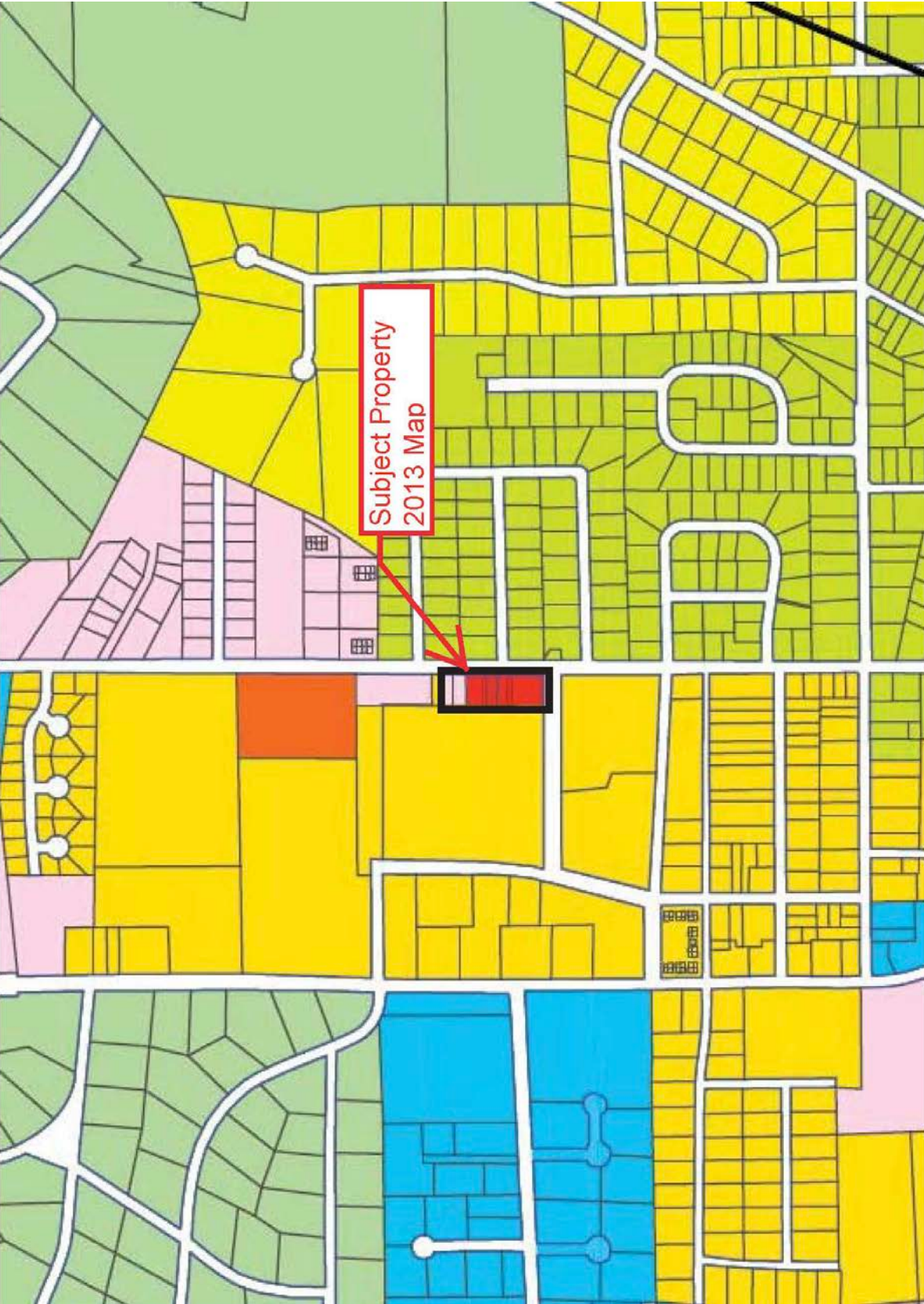
Attachment 3

Applicant Statement and Supporting Documents

As shown on the 1960-1970 Zoning Map of the City of Starkville. The property is zoned R-2. Then on the 1982-1991 Zoning Map the property is shown as being zoned R-4. This R-4 zone also created split zones in tax parcels north of the subject property. The 2000 zoning map appears to be the first map that shows the subject property to be split zoned. We believe the error in the tax map occurred at the creation of the 2000 map. The 2013 map continues the split zone, but the zoning has changed to R-5 and C-2. The C-2 zoning depicted on the 2000 map is the first time the property is anything other than a residential zone. The 2013 map also appears to create multiple tax parcels which are incorrectly depicted. The R-5 and C-2 split zone continues on the current zoning map.











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

AGENDA ITEM DEPT.: Mayor's office
AGENDA DATE: July 3, 2018
PAGE: 1 of 1

SUBJECT: Presentation by Dr. Jason Barrett on the formula to derive a cost structure for working capital for the replacement of the infrastructure on a neighborhood by neighborhood basis.

The current water rate has a flat fee of \$7.50 for the first 1000 gallons used and there is no corresponding charge for sewer. The rate structure after that is based on usage.

AMOUNT & SOURCE OF FUNDING: The work done by Dr. Barrett is courtesy of the MSU Extension Service and the change in the water and sewer rates will be the subject of discussion and decision by the board.

FISCAL NOTE: This is intended to provide additional funding to be set aside as a working capital fund for the immediate and future replacement of aging neighborhood water and sewer infrastructures.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Mayor's Office

**DIRECTOR'S
AUTHORIZATION:** Mayor's Office

FOR MORE INFORMATION CONTACT: Mayor Spruill or Terry Kemp

SUGGESTED MOTION:

Move approval of increasing the water rate per 1000 gallons used to _____ and the sewer rate per 1000 gallons used to _____ with the additional amount generated to be provided as working capital for the purpose of replacing aging water and sewer infrastructure in neighborhoods.

Municipal Utility Enterprise Funds



As in all states, Mississippians rely on their local municipalities to provide and maintain their drinking water and wastewater services. Mississippi has 298 incorporated municipalities, and 288 of those own their public water supply and serve 57 percent of the population. The remaining 43 percent of Mississippians are served by rural water associations, utility districts, and privately owned water systems¹. Mississippi municipalities are tasked with operating and managing the water and wastewater utilities in a manner that corresponds with Mississippi Code of 1972, Annotated (MCA) and the Governmental Accounting Standards Board's Governmental Accounting Practices.

This publication addresses the water and wastewater utilities in Mississippi that are considered public utilities. It will define *enterprise fund* and review the statutes that give municipalities the authority to establish and maintain enterprise funds. It will also address the amount of revenue and cash reserves recommended for utility enterprise funds. Our goal is to help municipal officials adequately prepare for regulatory compliance, future regulatory mandates, and current and future infrastructure maintenance, upgrades, and expansion.

Utilities Considered to be Public

MCA Section 21-27-23 provides the general authority of a municipality to create, maintain, and operate public utility systems. Public utility systems provide waterworks, water supply, sewerage, sewage disposal, garbage disposal, rubbish disposal, gas production, gas generation, gas transmission, gas distribution, electric generation, electric transmission, electric distribution, and railroad transportation. This code gives the municipality the authority to establish a public utility that is needed and/or wanted as a service to the residents of the municipality.

Enterprise Funds

The Governmental Accounting Standards Board (GASB) describes enterprise funds in its Codification of Governmental Accounting and Financial Reporting Standards. It states that enterprise funds may be used to "report any activity for which a fee is charged to external users for goods or services."

The Standards also describe the circumstances that control whether enterprise fund accounting is required. Activities are required to be reported as enterprise funds if any one of the following criteria is met. Governments should apply each of these criteria in the context of the activity's principal revenue sources.

- The activity is financed with debt that is secured solely by a pledge of the net revenue from fees and charges of the activity. The debt incurred by the activity is secured by a pledge of net revenues from fees and charges of the fund and the full faith and credit of a related primary government or component unit, even if that government is not expected to make any payments. (Some debt may be secured, in part, by a portion of its own proceeds but should be considered as payable solely from the revenues of the activity.)
- Laws or regulations require that the enterprise fund's costs of providing services, including capital costs such as depreciation or debt service, be recovered with fees and charges, rather than with taxes or similar revenues.
- The pricing policies of the enterprise fund establish fees and charges designed to recover its costs, including capital costs (such as depreciation or debt service)².

Authority to Establish and Maintain an Enterprise Fund

MCA Section 21-27-23 (e) also provides for a municipal governing authority to establish, maintain, and collect rates for the facilities and services offered by any public utility system. This code gives the municipality the authority to set rates and rate structures at a level sufficient to fund the daily operations of the utility, the routine maintenance, and future needs (depreciation).

MCA Section 21-27-23 (e) allows the municipality the authority to terminate or "cut off" any or all of the services to customers upon any failure to promptly pay the charges fixed for the services. No municipality is expected to provide a free utility to any customer.

MCA Section 21-27-27 requires all users of any public utility system to pay the established user fee for the service they receive.

¹The public water system information was gathered from fiscal year 2013 data from the Mississippi State Department of Health-Bureau of Public Water Supply.

²GASB *Governmental Accounting and Financial Reporting Standards*, § 1300.109 (June 30, 2013).

MCA Section 21-27-61 requires the municipality to devote all money of the enterprise fund derived from any source other than the issuance of bonds for the—

- payment of all operating expenses;
- payment of all bonds and interest on outstanding revenue bonds;
- acquisition and improvement of the system contingencies;
- payment of all other obligations incurred in the operation and maintenance of the system and the furnishing of service;
- creation and maintenance of a cash working fund; and
- creation and maintenance of a surplus fund to be used for replacement, extension of systems, and emergencies.

The balance of any monies, including but not limited to, any that have previously been classified as revenues or surplus of such system may be used for any lawful, municipal purpose. They may be paid to the governing authorities of the municipality for distribution to the various municipal funds or may be disbursed for such purpose by the governing authorities at their discretion. The purpose of any allocation or expenditure of money made pursuant to this section must be recorded in the minutes of the municipal governing authorities.

Appropriate Enterprise Fund Amount

Many factors should be considered when determining the appropriate amount of working capital for an enterprise fund. The Government Finance Officers Association (GFOA) has issued the Governmental Budgeting and Fiscal Policy that sets guidelines for governmental and enterprise fund working capital.

Working capital is the measure of the efficiency and short-term financial health of the enterprise fund. Working capital, which includes cash, is defined as current assets less current liabilities. Working capital measures the liquid portion of the total enterprise fund capital. It is essential that the municipality maintain an adequate level of working capital to reduce current and future risks and to ensure stable services and fees.

The GFOA policy recommends municipal general funds have a working capital balance of 45 to 90 days. The following factors should be taken into consideration when com-

puting this amount. The GFOA website (<http://204.12.67.77/determining-appropriate-levels-working-capital-enterprise-funds>) describes each of these factors:

- strength of collection practices
- historical consumption of inventories and prepaids
- support from general government
- transfers out
- cash cycles
- customer concentration
- demand for services
- control over rates and revenues
- asset age and condition
- volatility of expenses
- control over expenses
- management plans for working capital
- separate targets for operating and capital needs
- debt position

The appropriate amount of working capital to have on hand depends on the specific characteristics of each municipality, including the age and condition of the physical infrastructure, its debt service payments, and its ordinary operating costs. Municipal enterprise funds should also maintain a cash reserve for long-term capital improvements, which should be based on the municipality's capital improvement plan.

Conclusion

The MCA provides the authority to create a public utility and defines what services may be classified as public utilities. The MCA also provides the authority for a municipality to set rates and rate structures at a level sufficient to fund the daily operations of the utility, routine maintenance, and future needs (depreciation). The MCA requires all users of any public utility system to pay the established user fee for the service and gives the municipality the authority to terminate service if fees are not paid. The GFOA recommends that a municipal enterprise fund have at least 1½ to 3 months of working capital. No two municipal water and/or wastewater systems are the same; each has its own intricacies and infrastructure. Municipal officials should evaluate their public utility, make use of the MCA, and follow GASB and GFOA guidelines.

The information given here is for educational purposes only. References to commercial products, trade names, or suppliers are made with the understanding that no endorsement is implied and that no discrimination against other products or suppliers is intended.

Publication 2966 (POD-06-16)

By **Dr. Jason R. Barrett**, Assistant Extension Professor, and **Janet Baird**, Extension Instructor, Center for Government and Community Development.



MISSISSIPPI STATE
UNIVERSITY™

EXTENSION

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Extension Service of Mississippi State University, cooperating with U.S. Department of Agriculture. Published in furtherance of Acts of Congress, May 8 and June 30, 1914. GARY B. JACKSON, Director



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

AGENDA ITEM DEPT.: Board
AGENDA DATE: 7-03-2018
PAGE: 1 of 3

SUBJECT: A REPORT BY CITY ENGINEER ON THE OVERLAYING AND STRIPING OF CITY STREETS IN OCCORDANCE WITH THE 2018 STREET IMPROVEMENT PROGRAM.

FISCAL NOTE: n/a

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Board of Aldermen

**DIRECTOR'S
AUTHORIZATION:** Vice-Mayor Perkins

FOR MORE INFORMATION CONTACT:

HISTORIC

STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE

ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759

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

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

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

HISTORIC

STARKVILLE

MISSISSIPPI'S COLLEGE TOWN

THE CITY OF STARKVILLE

ENGINEERING DEPARTMENT

CITY HALL, 110 W. MAIN STREET

STARKVILLE, MISSISSIPPI 39759

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

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



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 03, 2018
PAGE: Page 1 of 14

SUBJECT:

A Special Event request by United Way of North Central MS to hold the second annual Run United 5k Kickoff and have City participation with in-kind services.

AMOUNT & SOURCE OF FUNDING

The estimated cost to the City is \$ 1,383.98 with the funding being indirectly associated with the cost of city services from two departments.

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

Sanitation	\$508.98
<u>Police Department</u>	<u>\$ 875.00</u>
TOTAL	\$ 1,383.98

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant is requesting to hold the Run United 5k Kickoff and have City participation with in-kind services on September 22, 2018. The event will have a setup time of 5:00 am and a takedown time of 10:00 am. Insurance has been provided for review.

**REQUESTING
DEPARTMENT:**

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Daniel Havelin @ 662-232-2525 ext 3136 or Emily Corban @ 662-232-2525 ext 3138

SUGGESTED MOTION:

Move approval of the 2018 Run United 5k Kickoff and have City participation with in-kind services on September 22, 2018.

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

www.cityofstarkville.org

Phone: (662) 323-2525

Fax: (662) 323-4143

SPECIAL EVENT APPLICATION

APPLICATION INFORMATION

Applicant Name <u>Chandace Creech</u>		Organization Name <u>United Way of North Central MS</u>	
Address <u>300 University Drive, Suite 300</u>		City <u>Starkville</u>	State <u>MS</u>
E-Mail Address <u>unwayokt@gmail.com</u>		Web Site Address <u>unitedwaynews.com</u>	
Telephone Number <u>662-323-3830</u>	Facsimile <u>662-323-3058</u>	Mobile Number <u>662-617-0335</u>	Pager Number <u>/</u>
Type of Organization ☐ Individual ☐ Charitable ☒ Non-Profit Organization (501.C3 Tax Identification # <u>64-063697</u>) ☐ For Profit Organization ☐ Other			
On-Site Contact <u>Chandace Creech</u>		Mobile Number for On-Site Contact <u>662-617-0335</u>	

EVENT INFORMATION

Event Name <u>Run United SK Kickoff</u>		Event Date(s) <u>9-22-18</u>	Time <u>7:00am-10:00am</u>
Type of Event: (check all that apply)	☐ Carnival ☐ Concert/Performance ☐ Festival ☐ Professional Filming	☐ Fundraiser ☐ Parade ☐ Private Gathering ☐ Reception	☒ Run/Walk <u>5K</u> ☐ Sports/Recreational ☐ Other
Is this a first time event? ☐ Yes ☒ No		If No, date of previous event <u>9-23-17</u>	
		What was past attendance? <u>125</u>	
Is this event open to the public? ☒ Yes ☐ No	Admission/Entry Fee <u>\$25.00</u>	Estimated Total Budget <u>\$4500.00</u>	
Proposed Area (check all that apply)	☐ Cotton District ☐ Main Street ☐ City Park ☒ Other <u>Sportsplex thru Industrial Park</u>		
Setup: (first item to be loaded in on site) Date: <u>9-22-18</u> Time: <u>5:00am</u>	Teardown: (last item removed) Date: <u>9-22-18</u> Time: <u>10:00am</u>	Estimated Attendance Participants: <u>200</u> Spectators: <u>75</u> Est.# Hotel Rooms: <u>10</u>	
Known Current Sponsor(s)		Beneficiary(ies) <u>United Way of North Central MS-Agency</u>	

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EVENT SPECIAL FEATURES

Will sound amplification equipment be used? ☒ Yes ☐ No	If Yes, provide the following: ☒ Recorded Music ☐ Live Music ☒ Other (please describe) <i>Microphones to announce winners</i>
If Yes, provide the following: Sound System ☒ Yes ☐ No Lighting System ☐ Yes ☒ No Stage ☐ Yes ☒ No Dance Floor ☐ Yes ☒ No	

Will the event feature food/beverage service? ☐ Yes ☒ No	If Yes, provide Current Known Vendor Names/Telephone #
Open Flames or Cooking ☐ Yes ☒ No <i>* Please show location of cooking areas on site plan</i> <i>* Vendors cooking with charcoal, wood or gas must have at least one 2.5 gallon water fire extinguisher nearby.</i>	Type of Fuel ☐ Gas (check all that apply) ☐ Electric ☐ Charcoal ☐ Other _____

Does the event propose closing, blocking or using public streets? ☒ Yes ☐ No If yes, a road closure plan complete with barricades and signage shall be submitted.	Street: ☐ Main Street/University ☐ Russell Street ☐ Other _____	Closing Day/Time _____	Opening Day/Time _____
--	--	----------------------------------	----------------------------------

Tents or Canopies ☐ Yes ☒ No Applicable if larger than 20' x 15'	If Yes, provide the following: Company
Approximate Number of Tents/Size(s)	

Temporary Perimeter Fencing ☐ Yes ☒ No <i>*Indicate fence locations on site plan</i>	If Yes, provide the following: Company
Provide approximate dimensions of fenced area	

Restrooms, Dumpsters, Sinks ☐ Yes ☒ No	If Yes, provide the following: Company
Other Requirements? ☐ Yes ☒ No	Number of: _____ Portables _____ ADA Portables _____ Restroom Trailers _____ Dumpsters _____ Sizes _____ Hand washing Sinks
Explain	

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Trash Collection	☐ Yes ☒ No	Requirements:	
Street Sweeper	☐ Yes ☒ No		
Extra Pickups	☐ Yes ☒ No		
		Number of Workers	Hours

Electrical Services	☐ Yes ☒ No	Requirements:	
*Event must use a licensed electrician			
		Supplemental Equipment	☐ Generator(s) # _____
			☐ Light Tower(s) # _____
		(Check all that apply)	

Professional Parking/Valet	☐ Yes ☒ No	If Yes, provide the following:		
		Company		
		Number of Parking Personnel	Hours	# of Cars

Carnival/Amusement Rides and Attractions	☐ Yes ☒ No	If Yes, provide the following:	
		Company	
		Contact Name	Phone

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

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

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

- | | | |
|--|---|--|
| ☐ a. Animals | ☐ g. Decorator/scenery | ☐ m. Security |
| ☐ b. Barricades | ☐ h. Drawing or raffle | ☐ n. Shuttle bus/tram |
| ☐ c. Bicycles | ☒ i. First Aid Station | ☒ o. Signs/banners |
| ☐ d. Bleachers | ☒ j. Golf Carts (11 possible) | ☐ 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):

We will need police monitoring at opening of race & specific intersection's deemed by the police department to ensure the safety of our runners as they cross the said intersection.

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

Name of Insurance Agency Insurance Associates		
Name of Insurance Agent Robyn Harvard		
Address P.O. Box 946 @ 807 Highway 12 West		
City Starkville	State MS	Zip 39760 39759
Phone 662-324-1055	Fax 662-324-6274	Policy# BOPMS0006068558

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Starkville, MS 39759

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Phone: (662) 323-2525

Fax: (662) 323-4143

REFERENCES (For first time event or out of town applicants or as required)

Contact Name	Angella Baker	Contact Name	Luven "Bo" Bell
Company	MSU Graduate Business School	Company	Bancorp South - President
Telephone #	662-617-3239	Telephone #	662-324-5500
Relationship	Board President	Relationship	Past Board member

Contact Name	Math Matthews	Contact Name	Paige Watson
Company	Palence Bank	Company	GSDP
Telephone #	662-324-4241	Telephone #	662-323-3322
Relationship	Past Board Member	Relationship	Community Partner

** Lack of Reference is not Grounds for Denial of Application.*

Signature	Andrew W. Green	Date:	6-5-2018
Application received by:		Date:	

SUBMISSION OF THIS FORM DOES NOT GUARANTEE APPROVAL OF THE EVENT

Promoter / Applicant agrees that this form is complete to the best of his/her knowledge and ability. Promoter / Applicant agrees that it accepts, shall abide by, and is subject to all terms and conditions of the Special Event Guidelines, which are incorporated herein for all purposes as if set out in full, and are included in this package and hereby represents that it had read the said Rules, Regulations and General Information and understands the same.

CHECKLIST

- ✓ Completed Application
- ✓ Site Plan
- ✓ Fees (Checks made payable to City of Starkville)
- ✓ Copy of Insurance Certificate
- ✓ Non-profit, 501c3 Certificate (if applicable)
- ✓ Completed Sponsorship Application (if applicable)

City of Starkville - Building Department

101 E. Lampkin 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:

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

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

City of Starkville - Building Department

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

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

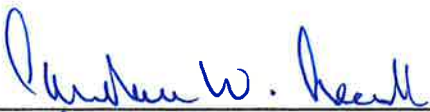
The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City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

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

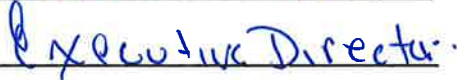
AGREED:

APPLICANT/INDEMNITOR

BY:

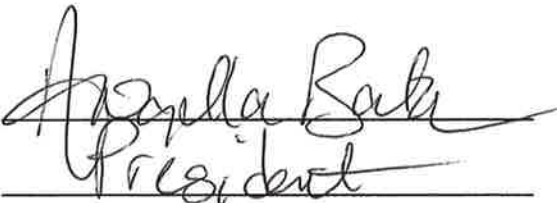


TITLE:



ATTEST:

BY:


President

City of Starkville - Building Department

101 E. Lampkin Street
Starkville, MS 39759

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SPECIAL EVENT SPONSORSHIP APPLICATION CITY OF STARKVILLE

APPLICANT INFORMATION

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

Applicant Name Andruce W. Crecink		Organization Name United Way of North Central MS	
Address 300 University Drive, Suite 300	City Starkville	State MS	Zip 39759
E-Mail Address Unwayoktemaxxsouth.net		Web Site Address Unitedwaynems.com	
Telephone Number 662-323-3830	Facsimile 662-323-3858	Mobile Number 662-617-0335	
Type of Organization ☐ Charitable ☒ Non-profit organization (501.C3 Tax Identification # 64-0631697) ☐ Other			

EVENT INFORMATION

Event Name Run United 5K Kickoff	Event Date(s) 9-22-2018	Event Time 7:00 am start
Event estimated needs and justification for City funding and/or in-kind services: In-kind services request: Police monitoring of intersection Funding request in dollars: Waive all city fees		Other sources of event funding: Sponsorships Participants Application fees (Entry)

City of Starkville - Building Department

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Advertising and Promotion

What types of advertising/promotion will be done prior to the event?

Radio ☒ Yes ☐ No

Television ☒ Yes ☐ No

Print Ads ☒ Yes ☐ No

Press Release ☒ Yes ☐ No

Fliers/Posters ☒ Yes ☐ No

Direct Mail ☐ Yes ☒ No

Billboards ☐ Yes ☒ No

Other ☒ Yes ☐ No

Explain: Social media

This request acknowledges that if the City of Starkville through the Board of Aldermen decides to sponsor your event either through in-kind services and/or direct financial aid from 2% monies, then the value of the sponsorship calculated will include the in-kind services as well as any direct financial participation and will serve to determine the sponsorship level that is commensurate with that value. This sponsorship level will allow the City to have the visibility afforded to all other sponsorships at the same or equivalent level.

The United Way of North Central MS is an organization committed to building a stronger community by securing funds through united volunteer effort for qualifying agencies who provide services to youth, elderly and disadvantaged in Oktibbeha, Winston, Webster and Choctaw counties. As a non-profit supporting 15 agencies who are committed to creating better lives for all, we appreciate all support available in order to produce a quality fundraising event for our agencies.

Matthew W. Cline

6-5-2018

SIGNATURE OF APPLICANT

DATE

Internal Revenue Service

Date: June 8, 2007

UNITED WAY OF OKTIBBEHA COUNTY
PO BOX 1603
STARKVILLE MS 39760-1603

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Ms Bradshaw #31-02167
Customer Service Representative

Toll Free Telephone Number:

877-829-5500

Federal Identification Number:

64-0631697

Dear Sir or Madam:

This is in response to your request of June 7, 2007, regarding your organization's tax-exempt status.

In January 1982 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations 1



11138 State Bridge Rd Ste 200
Johns Creek GA 30022-7466
(800) 767-4080

BUSINESSOWNERS POLICY DECLARATIONS

COLUMBIA MUTUAL INSURANCE COMPANY

POLICY NUMBER **BOPMS0000068558**
Renewal of **BOPMS0000068558**

Named Insured and Mailing Address:
UNITED WAY OF NORTH CENTRAL MS
PO BOX 1603
STARKVILLE MS 39760

Agent and Mailing Address: 48068-
Insurance Associates of Starkville, LLC
PO Box 946
Starkville MS 39760
662-324-1055

Policy Period: From **02/17/2018** to **02/17/2019** at 12:01 a.m. Standard Time at the mailing address shown above.

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.

Business Description: OFFICES - NOT OTHERWISE CLASSIFIED

Form of Business: ALL OTHER

Section II - Liability and Medical Expenses

Each paid claim for the following coverages reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II-Liability in the Businessowners Coverage Form and any attached endorsements.

Coverage:

Liability and Medical Expenses

Medical Expenses

Damage to Premises Rented to You

Other Than Products/Completed Operations Aggregate

Products/Completed Operations Aggregate

Limit of Insurance

\$2,000,000

Per occurrence

\$5,000

Per person

\$300,000

Any one premises

\$4,000,000

\$4,000,000

Certified Terrorism Coverage

\$13.00

Total Policy Premium

\$862.00

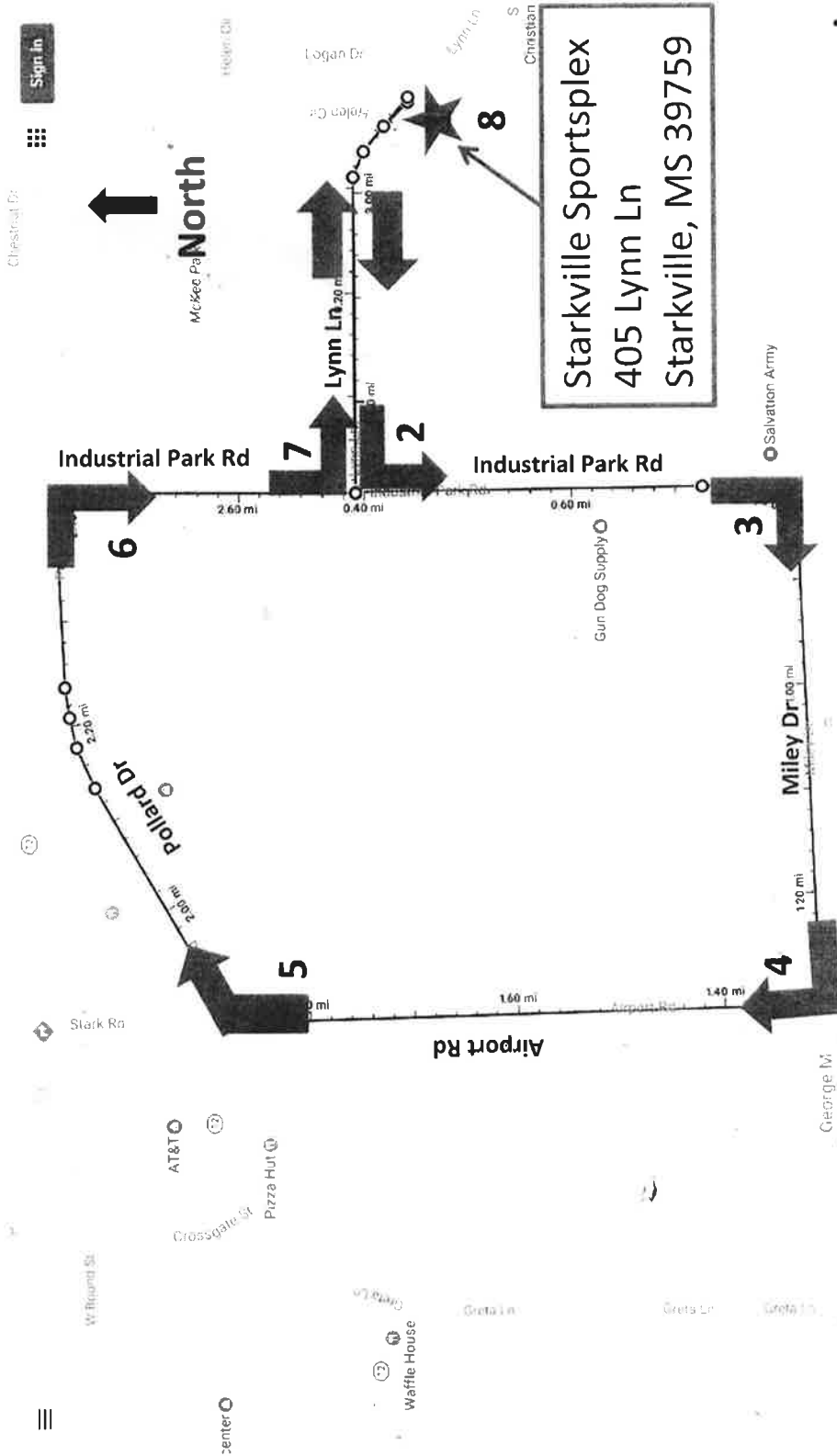
MONEY AND SECURITIES 2000 INSIDE/1000 OUTSIDE (applies per premises unless a higher limit is shown under Property Coverage Options)

Liability Coverage Options:

Limit of Insurance

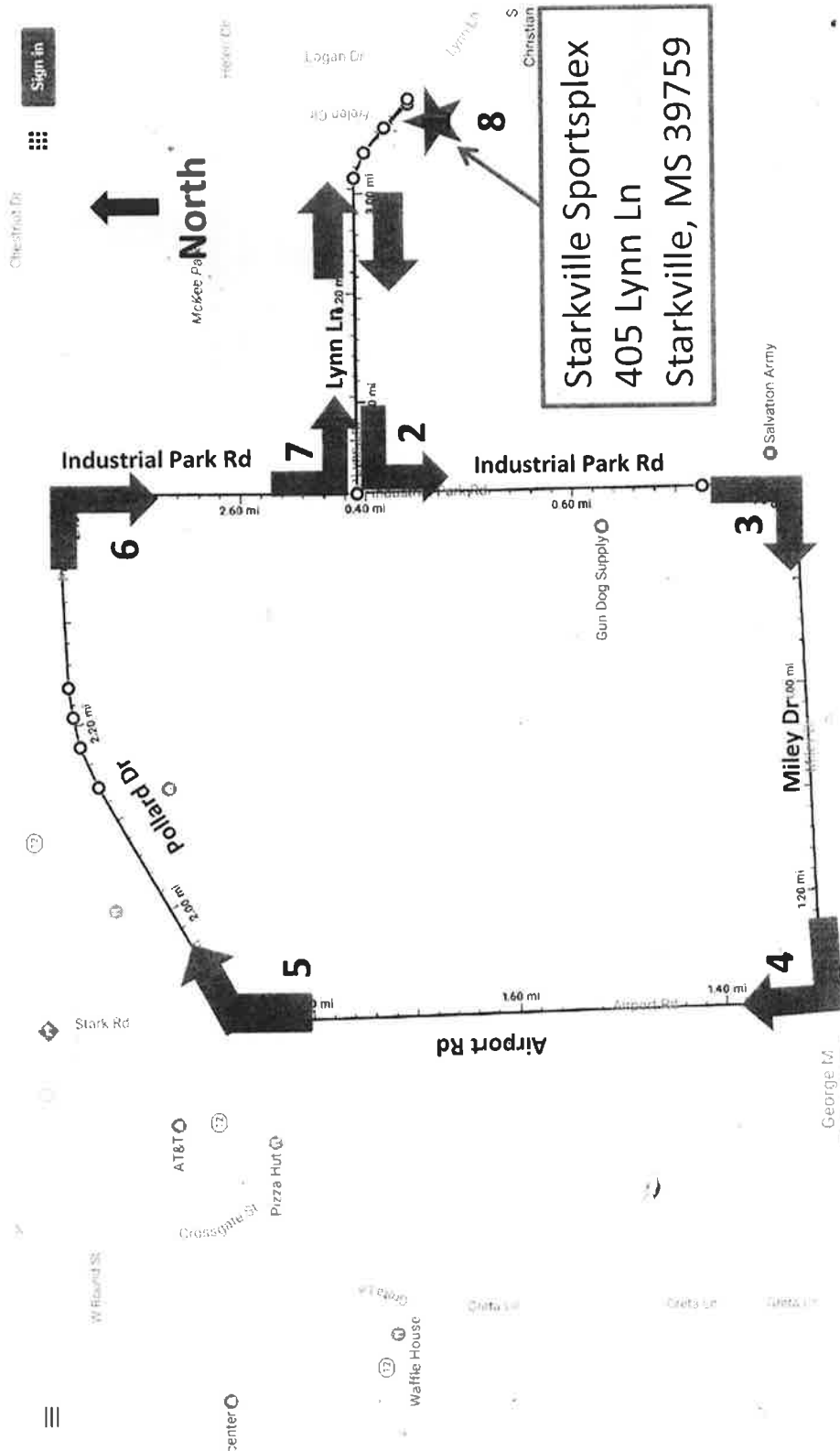
Payment Plan: DIRECT BILL FULL PAY
Distribution Code: A
R00-305 (10/14)

Date Prepared: February 7, 2018
Operator: CROU



No	Km	Turn	Directions
1	0.000		Start at Starkville Sportsplex near 405 Lynn Ln, Starkville, MS 39759
2	0.634	←	Turn left onto Industrial Park Rd
3	1.325	→	Turn right onto Miley Dr
4	2.113	→	Turn right at the 2nd cross street onto Airport Rd
5	3.023	→	Turn right onto Pollard Dr
6	3.909	→	Turn right onto Industrial Park Rd
7	4.371	←	Turn left onto Lynn Ln
8	5.000		Finish at Starkville Sportsplex near 405 Lynn Ln, Starkville, MS 39759

Event Information			
Name	Run United 5k Run		
Date	September 23, 2017		
Time	7:00 am		
Length of Route	3.1 miles (5.0 kilometers)		



No	Km	Turn	Directions
1	0.000		Start at Starkville Sportsplex near 405 Lynn Ln, Starkville, MS 39759
2	0.634	←	Turn left onto Industrial Park Rd
3	1.325	→	Turn right onto Miley Dr
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7	4.371	←	Turn left onto Lynn Ln
8	5.000		Finish at Starkville Sportsplex near 405 Lynn Ln, Starkville, MS 39759

Event Information	
Name	Run United 5k Run
Date	September 23, 2017
Time	7:00 am
Length of Route	3.1 miles (5.0 kilometers)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 3, 2018
PAGE: Page 1 of 10

SUBJECT:

Discussion and Consideration of VA 18-03 a request by Oktibbeha County for Variance relief from sidewalk requirements for a proposed FEMA Community Safe Room at southeast corner of the intersection of Lynn Lane and Industrial Park Road in a M-1 zone with the property #102K-00-012.00

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

The applicant, Oktibbeha County, is proposing to build a community safe room. The proposed structure has a maximum occupancy of 555 persons as listed on the preliminary site plans. In an effort to reduce cost, the applicant is requesting relief from all sidewalk requirements. The Board of Aldermen granted a Landscape Waiver from part of landscape requirements for the project at the June 5, 2018 meeting. On June 27, 2018, the Board of Adjustments and Appeals vote was deadlocked with 3-3 to deny the request. Therefore, there is no recommendation from the Board of Adjustment and Appeals.

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:



THE CITY OF STARKVILLE
PLANNING DEPARTMENT
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 18-03 Request by Oktibbeha County for Variance relief from sidewalk requirements for a proposed FEMA Community Safe Room at southeast corner of the intersection of Lynn Lane and Industrial Park Road in a M-1 zone with the property #102K-00-012.00
Date: June 27, 2018

The purpose of this report is to provide information regarding the Variance Request by Oktibbeha County for Variance relief from sidewalk requirements for a proposed FEMA Community Safe Room at southeast corner of the intersection of Lynn Lane and Industrial Park Road in a M-1 zone with the property #102K-00-012.00. Please see attachments 1- 4.

PROPOSED USE & BACKGROUND:

The applicant, Oktibbeha County, is proposing to build a community safe room. The proposed structure has a maximum occupancy of 555 persons as listed on the preliminary site plans. In an effort to reduce cost, the applicant is requesting relief from all sidewalk requirements. The Board of Aldermen granted a Landscape Waiver from part of landscape requirements for the project at the June 5, 2018 meeting. If the request for Variance is recommended for approval, the applicant's requests will be heard by the Board of Aldermen at the July 3, 2018 meeting.

NOTIFICATION:

14 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 May 24, 2018 and a placard was posted on the property concurrent with publication of the notice. As of this date, the Planning Office has received one office visit requesting information about the request.

VARIANCE REQUESTS FROM:

Request #1 is to not place a sidewalk along Lynn Lane or Industrial Park Road and to not provide a connector sidewalk to the street. Variance from Sec. 98-54. - Sidewalk requirements (1).

- (1) Sidewalks shall be required within the right-of-way on both sides of all new public or non-city owned streets located within the City of Starkville Sidewalk Development Area or subdivisions as expressed in subsection 98-53(1). Sidewalks shall be required from lot line to lot line within the right-of-way along the frontage of existing public or non-city owned streets located within the city. If sidewalks are not located within public right-of-way, appropriate easements shall be provided if the sidewalk parallels public roadways.

- (2) *Provisions for sidewalk construction shall be included as part of site plan review, subdivision approval and/or as part of the plans submitted for obtaining a building permit. For all non-single family residential developments and non-agricultural zoned developments, a separated, continuous sidewalk shall be provided from right-of-way to primary entranceway(s) which will address adequate interior pedestrian connectivity.*
- (3) *Sidewalks shall be at least five feet in width, with at least 36 inches of clearance in the sidewalk path and shall meet the requirements set forth in the Americans with Disabilities Act (ADA) of 1990 and City of Starkville's sidewalk specifications and details. Wider walks, to a maximum of eight feet, may be required by the City of Starkville along thoroughfares in commercial, industrial, or multi-family areas due to anticipated traffic and the development of the area. In the instances where the longitudinal slope of an existing, adjacent street exceeds the maximum allowed by ADA, the proposed sidewalk shall be constructed at a longitudinal slope less than or equal to the longitudinal slope as the existing, adjacent street.*
- (4) *The construction of all sidewalks and the materials and component parts thereof shall be subject to the acceptance of the City of Starkville Building Department and shall meet all standards and requirements set forth in the Americans with Disabilities Act of 1990 and the City of Starkville's sidewalk specifications and details. Asphalt and slick-surfaced sidewalks are prohibited.*
- (5) *All sidewalks shall include, either within the corner or within the curb area immediately adjacent thereto, ramps allowing access to the sidewalk and street by variously-able person as per ADA requirements. Existing curb and gutter may require removal to provide a smooth transition to the street crosswalk.*
- (6) *Unless otherwise specified by the development review committee, a landscape strip of at least two feet width between the sidewalk and the edge of the road or back edge of the curb shall be required for all sidewalks to help keep all pedestrian ways free and clear of obstructions and to further provide a safe pedestrian-friendly environment.*
- (7) *Exceptions to this article shall be made where required by federal law or federally mandated recommendations or requirements.*
- (8) *Should development occur anywhere in the following area, such development is exempted from the requirement of constructing any sidewalks: The Starkville Industrial Park defined for this purpose as property west of Industrial Park Road including, Miley Drive, Airport Road, and Pollard Road.*

(Ord. No. 2012-05, § 4, 6-5-12)

VARIANCE REQUEST FROM SIDEWALK REQUIREMENTS:

Sec. 98-60. - Request for variance.

- (1) *A request for a variance from the requirements of this article shall be submitted in writing to the building department for consideration by the board of adjustments and appeals. The reason for the request and the proposed justification for the variance shall be specified in the application. The application for the variance should list the details of*

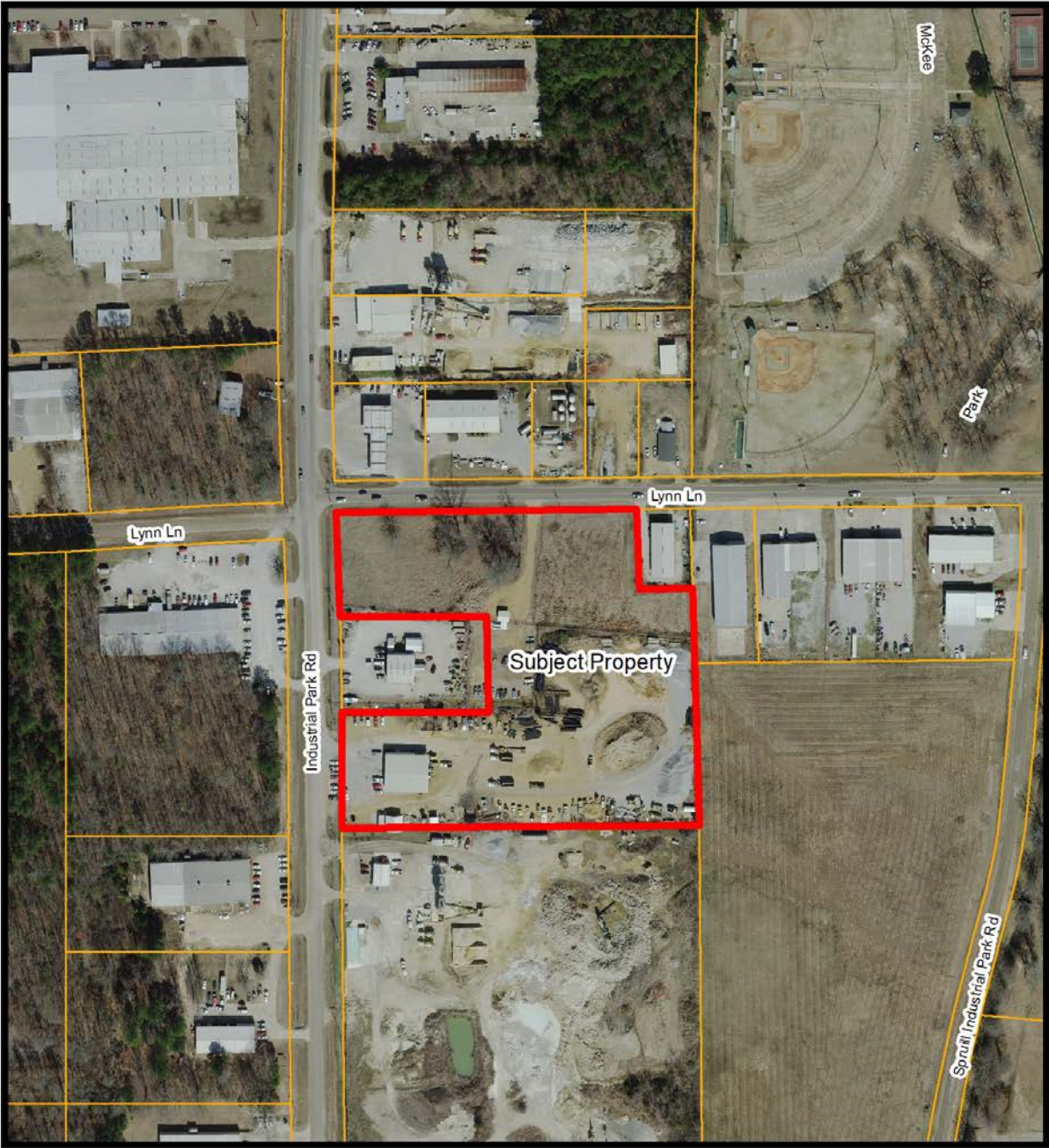
the project and include engineering design work, survey information and/or other supporting documentation. The sole criteria to be evaluated in granting variance shall be that the cost of constructing the sidewalk constitutes an undue hardship as defined in subsection 90-60(3).

- (2) The board of adjustments and appeals shall sit in a quasi-judicial capacity to hear and decide all variance requests from the requirements of this article. A formal written application for a variance along with all supporting documentation shall be filed with the building department for consideration according to the submittal schedule to the board of adjustments and appeals which will be taken up at its next available meeting.
- (3) The determination of whether undue hardship exists shall be based solely on the cost per linear foot to install sidewalks as prescribed in section 98-54. The sidewalk construction cost estimate used to claim undue hardship should include only items that are related to the sidewalk installation. It shall not include any items that would be required as part of the project in the absence of the requirement to include sidewalks imposed by this article. The transportation committee shall meet quarterly to review and document the average unit price for sidewalk construction for the purposes of establishing a standard metric against which to measure the proposed construction costs. These unit prices shall be determined based upon quarterly posted construction bid averages provided by the Mississippi Department of Transportation (MDOT) and consultation with the city engineer. The board of adjustments and appeals shall determine that sidewalk construction constitutes an undue hardship on the applicant only if the estimated cost of sidewalk construction, per linear foot, is more than two times the average rate as documented by the transportation committee.
 - (a) The following procedures shall apply to all applications for a variance:
 - (1) The application for variance shall state the specific variances sought and the reasons for the variance(s). The following information shall be provided to the city engineer in the application:
 - i. A site plan or survey, showing the proposed subdivision or development and the location of the required sidewalk.
 - ii. A site plan showing that all alternative sidewalk configurations that may meet the standards of this article, such as routing the sidewalk along open drainage that parallels the road, have been given due consideration.
 - iii. A site plan showing the proposed subdivision or development and the location of any sidewalk the applicant is proposing to put in if their requested variance is granted.
 - iv. An itemized cost estimate for sidewalk installation that shall provide line item quantities, unit price, and extended price for each type of work required to complete the sidewalk (earthwork, concrete sidewalk, retaining wall, etc.) for the proposed site. For sidewalk construction requiring large earthwork volumes (greater than 300 cubic yards), a volume calculation shall be submitted with the cost estimate along with supporting documentation to justify the calculation. If alternate sidewalk routes are possible that meet the standards of this article the provided estimate shall be based on the least costly conforming route.
 - (2) It shall be the responsibility of the applicant to provide sufficient justification for the granting of the variance.

- (3) *Applications prepared and certified by a registered landscape architect or a professional engineer licensed in the State of Mississippi may be subject to review by the city engineer.*
- (4) *Any application containing information and data not prepared and certified by a registered landscape architect or professional engineer licensed in the State of Mississippi shall be reviewed by the city engineer.*
- (5) *After hearing and upon consideration of the application, evidence and applicable law, the board of adjustments and appeals shall grant or deny the variance request. If the variance application is granted, the board of adjustment and appeals may attach conditions to the variance as it deems necessary to further the purpose of this article.*
- (b) *If a variance is granted, it shall be granted upon findings by the board of adjustments and appeals that the following criteria have been met:*
 - (1) *That failure to grant the variance would result in an undue hardship to the applicant as defined in subsection 98-60(3); and*
 - (2) *That the necessity for a variance is not the result of conditions on the property which have been self-imposed by the applicant or previous owners; and*
 - (3) *That the variance is not based on the proposed sidewalk connecting to an existing, adjacent sidewalk.*
- (c) *If a variance is not granted, the board of adjustments and appeals shall prepare a letter to the applicant stating that the request was denied. The applicant will then have ten days to file a written appeal with the building department to bring the variance request before the board of aldermen. The board of aldermen will hear the variance request at its next regularly scheduled meeting following the filing of the written appeal.*

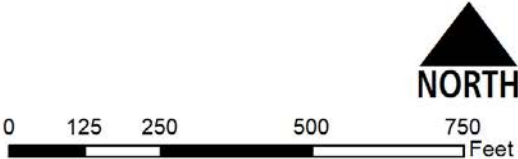
(Ord. No. 2012-05, § 10, 6-5-12)

Attachment 1
VA 18-03- Oktibbeha County

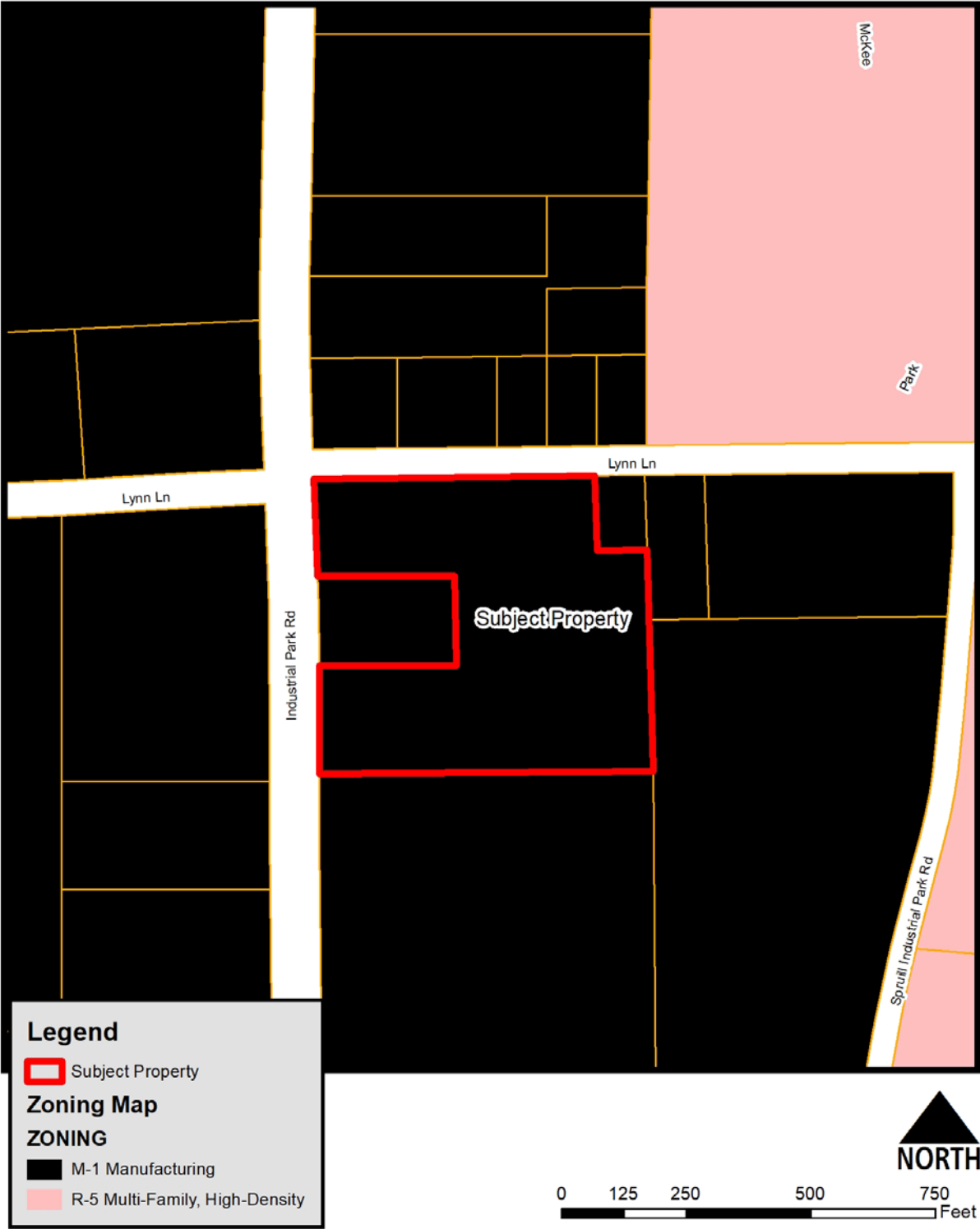


Legend

 Subject Property



Attachment 2
VA 18-03- Oktibbeha County



Attachment 3- Site Plan



VARIANCE APPLICATION
City of Starkville Board of Adjustments & Appeals
City Hall, 110 West Main Street
Starkville, Mississippi 39759-2823
Phone: (662) 323-8012 Fax: (662) 323-4143
e-mail: buildingdept@cityofstarkville.org

APPLICANT / AGENT INFORMATION

Name: Oktibbeha County(Emily Garrard) Phone: (662) 323-1520
Address: P. O. Box 80285 Starkville, MS 39759
E-mail address: egarrard@gtpdd.com

PROPERTY OWNER INFORMATION

Name: Oktibbeha County Phone: (662) 323-1520
Address: P. O. Box 80285 Starkville, MS 39759
E-mail address: egarrard@gtpdd.com

If different from applicant, please attach notarized letter of authorization.

APPLICATION INFORMATION

Street Address/Location: 937 Lynn Lane, Starkville, MS 39759
Tax Map/Parcel ID Number: 102-K-00-012.00 Zoning: M-1
Variance Sought: Site Planning - Sidewalks
Dimension Requested: _____ Dimension Required: _____
Section(s) of the Code of Ordinances from which variance is being sought:
Site Planning
Reason for request:
A variance is requested based on cost to omit installing sidewalks in the highlighted area shown alone L401. Oktibbeha County request a variance to self-perform the installation of the gravel parking lot in the area indicated by the highlighted area in the attached drawing L300.
Property to the NORTH: Zoning _____ Current Use Gas Station
Property to the EAST: Zoning _____ Current Use City Equipment Shed
Property to the SOUTH: Zoning _____ Current Use County Road Shop
Property to the WEST: Zoning _____ Current Use Manufacturing

☒ Application Fee ☒ Legal Description ☐ Notarized Owner Authorization

Submitted by: Emily Garrard Date: 5-11-18

February 2016

Request for variance for the Oktibbeha County FEMA 361 Safe Room project.

Item No. 1:

A variance is requested, based on cost, to omit installing sidewalks in the highlighted areas shown in yellow on L401.

Description:

The work of the project is defined as consisting of a monolithic thin shell concrete dome with CMU wall construction, shotcrete, polyurethane foam insulation, single ply PVC roof, site work, plumbing, mechanical, electrical, and HVAC.

Sidewalk:

Sidewalks are included as a part of Alternate #1 only for cost tracking for FEMA grant purposes.

There is approximately 730 linear feet of sidewalk. The schedule of values lists the construction price as follows;

- ADA Sidewalks	-- \$8,500
- ADA Sidewalks Labor	-- \$8,500
- Curb	-- \$800
- ADA Concrete Paving	-- \$1,200
- ADA Concrete Paving Labor	-- \$1,000
	-- \$20,000

- Total for all Alt. #1 - \$138,000
- Sidewalks consist of 15% of total cost of Alt #1
- \$138,000 minus \$20,000 = \$118,000 (represents cost of Alt #1, minus sidewalks)
- 15% of \$118,000 = \$17,700 (this represents a reduction in overall construction of Alt #1 by 15%. Erosion control, landscaping, staking, etc. will be reduced, because of the lack of sidewalk, by 15%)
- \$17,000 plus \$20,000 = **\$37,700 (cost of sidewalk construction shown on Alt #1)**
- **\$37,700 divided by 730 linear feet of sidewalk = \$51.64 per linear foot**

This project is funded by a FEMA grant for a saferoom. Sidewalks are not a covered cost in a FEMA grant. This additional cost, not covered by grant funding, constitutes an undue financial hardship to the project.



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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 07/03/2018
PAGE: 1 of several

SUBJECT: Claims Docket through July 03, 2018

AMOUNT & SOURCE OF FUNDING: FY 2017 – 2018 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending July 03, 2018 is \$ 1,943,177.42
Of which the claims amount for Starkville Utilities is \$ 336,835.84

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 July 03, 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

Post Dates 06/18/2018 - 06/27/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
DOGPOUND PRINTING	1003003	06/18/2018	6 CITIZEN ACADAMEY POLO SHIRTS	001-000-160-699	137.13
VOWELL'S MARKET PLACE #3	INV0026420	06/19/2018	M13655/REFRESHMENTS FOR CITIZENS ACADEMY	001-000-160-699	182.03
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-000-053-206	12.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-000-053-206	10.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-000-053-206	4.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-000-053-206	4.00
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-000-054-205	24.00
FAIR OIL COMPANY	182981	06/25/2018	FUEL INVENTORY	001-000-070-251	12,643.58
Outstanding Total:					13,016.74
Paid					
SHANE GIVENS	INV0026442	06/22/2018	RESTITUTION FROM JOSEPH LONG	001-000-149-691	100.00
DOLLAR GENERAL	INV0026443	06/22/2018	RESTITUTION FROM BENISHA DANCER	001-000-149-691	100.00
Paid Total:					200.00
Department 000 - UNDESIGNATED Total:					13,216.74
Department: 110 - MUNICIPAL COURT					
Outstanding					
CANON FINANCIAL SERVICES, INC	18753511	06/18/2018	QLA19783	001-110-604-330	174.81
CANON FINANCIAL SERVICES, INC	18753513	06/18/2018	SKA12799	001-110-604-330	123.80
PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	001-110-604-330	48.47
PITNEY BOWES PURCHASE POWER	INV0026517	06/26/2018	8000-9000-1141-9748 CITY HALL	001-110-604-330	37.07
PETTY CASH VOUCHERS	INV0026516	06/26/2018	DOLLAR GENERAL/TOWELS, DUSTERS, PENS	001-110-501-200	6.42
PITNEY BOWES PURCHASE POWER	INV0026521	06/27/2018	POSTAGE PURCHASED 6/21/1	001-110-501-200	427.25
Outstanding Total:					817.82
Paid					
SHALONDA SYKES	INV0026428	06/22/2018	MUN. CT SUMMER TRAINING/PER DIEM MEALS & TRAVEL	001-110-690-553	367.48
Paid Total:					367.48
Department 110 - MUNICIPAL COURT Total:					1,185.30
Department: 120 - MAYORS OFFICE					
Outstanding					
CANON SOLUTIONS AMERICA	4026096010	06/18/2018	NZG06107 MAYOR	001-120-604-330	27.63
CANON SOLUTIONS AMERICA	4026107821	06/18/2018	JME15733 2ND FLOOR BREAKROOM	001-120-604-330	77.64
CANON FINANCIAL SERVICES, INC	18753510	06/18/2018	JME15733	001-120-604-330	63.75

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PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	001-120-604-330	48.47
Outstanding Total:					217.49
Department 120 - MAYORS OFFICE Total:					217.49
Department: 123 - IT					
Outstanding					
CANON SOLUTIONS AMERICA	4026116426	06/18/2018	JWH033501 IT & HR	001-123-604-330	27.65
DELL FINANCIAL SERVICES	79538221	06/25/2018	LEASE PAYMENT ON NETWORK ENV. 07/18-06/19	001-123-918-805	26,678.85
CANON FINANCIAL SERVICES, INC	18753506	06/18/2018	JWH03501 & DRL72630	001-123-604-330	43.75
EQUINOX CORPORATION	56991	06/26/2018	JULY SERVICES	001-123-604-330	1,218.01
Outstanding Total:					27,968.26
Department 123 - IT Total:					27,968.26
Department: 145 - OTHER ADMINISTRATIVE					
Outstanding					
CANON SOLUTIONS AMERICA	4026100938	06/18/2018	JME09414 CCO	001-145-604-330	257.88
CANON FINANCIAL SERVICES, INC	18753507	06/25/2018	JME09414 CITY HALL	001-145-604-330	370.00
CANON FINANCIAL SERVICES, INC	18753513	06/18/2018	SKA12799	001-145-604-330	123.81
PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	001-145-604-330	48.46
QUILL CORPORATION	7869429	06/19/2018	COPY PAPER , 11X17 REAM,	001-145-501-200	198.44
CADENCE VISA	0972526372	06/18/2018	1000 #10 FOREVER STAMPED WINDOW ENVELOPES	001-145-501-200	578.05
PITNEY BOWES PURCHASE POWER	INV0026517	06/26/2018	8000-9000-1141-9748 CITY HALL	001-145-604-330	15.50
SULLIVAN'S OFFICE SUPPLY, INC.	35225	06/26/2018	RECEIPT BOOK	001-145-501-200	10.99
PITNEY BOWES PURCHASE POWER	INV0026521	06/27/2018	POSTAGE PURCHASED 6/21/1	001-145-604-330	252.25
Outstanding Total:					1,855.38
Department 145 - OTHER ADMINISTRATIVE Total:					1,855.38
Department: 159 - BONDING-CITY EMPLOYEES					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	907898	06/26/2018	C.BROOKS BOND	001-159-620-371	175.00
REYNOLDS/RENASANT INSURANCE AGENCY	909071	06/26/2018	P.SIMPSON BOND	001-159-620-371	175.00
Outstanding Total:					350.00
Department 159 - BONDING-CITY EMPLOYEES Total:					350.00
Department: 169 - LEGAL					
Outstanding					
REYNOLDS/RENASANT INSURANCE AGENCY	905895	06/19/2018	M.POLK BOND	001-169-600-309	100.00
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	355339	06/26/2018	GENERAL MATTERS	001-169-600-302	9,283.80
MITCHELL, MCNUTT, & SAMS, P.A./ CITY ATTORNEY	355340	06/26/2018	LITIGATED MATTERS	001-169-600-312	8,148.66
Outstanding Total:					17,532.46
Department 169 - LEGAL Total:					17,532.46
Department: 180 - HUMAN RESOURCES					
Outstanding					
CANON SOLUTIONS AMERICA	4026116426	06/18/2018	JWH033501 IT & HR	001-180-604-330	27.65
CANON FINANCIAL SERVICES, INC	18753506	06/18/2018	JWH03501 & DRL72630	001-180-604-330	43.75
PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	001-180-604-330	48.46

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PITNEY BOWES PURCHASE POWER	INV0026517	06/26/2018	8000-9000-1141-9748 CITY HALL	001-180-604-330	1.35
Outstanding Total:					121.21
Department 180 - HUMAN RESOURCES Total:					121.21

Department: 190 - CITY PLANNER**Outstanding**

CANON SOLUTIONS AMERICA	4026107821	06/18/2018	JME15733 2ND FLOOR BREAKROOM	001-190-604-330	77.64
CANON SOLUTIONS AMERICA	4026112403	06/18/2018	DRL72630 PLANNING	001-190-604-330	9.18
CADENCE VISA	317065-1841	06/18/2018	APA - MEMBERSHIP DUES/EMILY CORBIN	001-190-690-557	245.00
CANON FINANCIAL SERVICES, INC	18753506	06/18/2018	JWH03501 & DRL72630	001-190-604-330	87.50
CANON FINANCIAL SERVICES, INC	18753510	06/18/2018	JME15733	001-190-604-330	63.75
PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	001-190-604-330	48.47
FEDEX	6-211-16612	06/19/2018	POSTAGE TO ARCHIVES & HISTORY	001-190-607-607	24.57
PETTY CASH VOUCHERS	INV0026515	06/26/2018	FEE FOR MONEY ORDER	001-190-600-323	1.20
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-190-525-231	6.00
PITNEY BOWES PURCHASE POWER	INV0026517	06/26/2018	8000-9000-1141-9748 CITY HALL	001-190-604-330	5.39
PITNEY BOWES PURCHASE POWER	INV0026521	06/27/2018	POSTAGE PURCHASED 6/21/1	001-190-604-330	54.25
Outstanding Total:					622.95

Paid

BUDDY SANDERS	INV0026436	06/22/2018	USDOT BUILD GRANT APP MEETING	001-190-610-350	65.72
Paid Total:					65.72

Department 190 - CITY PLANNER Total: 688.67**Department: 192 - GENERAL GOVERN BLDG & PLANT****Outstanding**

PETTY CASH VOUCHERS	INV0026418	06/19/2018	USPS/MONEY ORDER	001-192-510-220	27.02
CINTAS	215336270	06/27/2018	CITY HALL 06.26.18	001-192-510-220	11.22
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	001-192-625-380	124.25
Outstanding Total:					162.49
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					162.49

Department: 195 - TRANSFERS TO OTHER AGENCIES**Outstanding**

MUNICODE	312377	06/27/2018	44 SUPPL. PAGES, 2 ORDS ON WEB N.O.W. SVCS, 25 COP	001-195-690-554	1,119.72
Outstanding Total:					1,119.72
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					1,119.72

Department: 197 - ENGINEERING**Outstanding**

LOWE'S	910559	06/25/2018	GORILLA TAPE FOR TRAFFIC COUNTERS	001-197-501-200	17.06
CANON SOLUTIONS AMERICA	4026107821	06/18/2018	JME15733 2ND FLOOR BREAKROOM	001-197-604-330	77.64
CANON FINANCIAL SERVICES, INC	18753510	06/18/2018	JME15733	001-197-604-330	63.75
PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	001-197-604-330	48.46
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-197-525-231	2.00
PITNEY BOWES PURCHASE POWER	INV0026517	06/26/2018	8000-9000-1141-9748 CITY HALL	001-197-604-330	1.35
SULLIVAN'S OFFICE SUPPLY, INC.	35219	06/26/2018	2 REAMS 11X17 COPY PAPER	001-197-501-200	29.90

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TRUSTMARK NATIONAL BANK	7.27.18	06/26/2018	93894/PRIUS & 2 TACOMAS	001-197-820-874	393.14
TRUSTMARK NATIONAL BANK	7.27.18	06/26/2018	93894/PRIUS & 2 TACOMAS	001-197-830-873	43.81
Outstanding Total:					677.11
Department 197 - ENGINEERING Total:					677.11
Department: 201 - POLICE DEPARTMENT					
Outstanding					
TRI-STARR MUFFLER & BRAKE	844475	06/19/2018	HEADLIGHT BULB	001-201-630-360	32.39
TRI-STARR MUFFLER & BRAKE	844498	06/19/2018	FRONT & REAR BRAKE PADS & ROTORS/SPD #19	001-201-630-360	675.82
R&M TIRES	1117499	06/19/2018	tire mount balance	001-201-630-360	38.00
R&M TIRES	1117567	06/19/2018	OIL & FILTER	001-201-630-360	50.00
R&M TIRES	1117593	06/19/2018	OIL AND FILTER	001-201-630-360	45.00
CLINIC AT ELM LAKE, THE	21110	06/25/2018	B. ROBERSON TESTING	001-201-600-319	30.00
MID-SOUTH UNIFORM & SUPPLY	578041	06/18/2018	UNIFORMS FOR JIMENEZ & SGT. WESLEY	001-201-535-233	459.09
AT&T PRIVATE LINE SERVICE	3102908337	06/18/2018	NCIC PRIVATE LINE JUNE 2018	001-201-604-330	204.02
CANON SOLUTIONS AMERICA	4026094419	06/18/2018	HFWD02043 POLICE	001-201-635-369	109.34
CANON SOLUTIONS AMERICA	4026100309	06/18/2018	JMQ18879 POLICE	001-201-635-369	115.01
CANON SOLUTIONS AMERICA	4026112501	06/18/2018	JMQ18878 POLICE	001-201-635-369	70.13
CANON SOLUTIONS AMERICA	4026129484	06/18/2018	NZG07932 POLICE	001-201-635-369	50.88
AXON ENTERPRISE, INC	SI-1538503	06/18/2018	TASER CARTRIDGES	001-201-556-251	1,600.00
SULLIVAN'S OFFICE SUPPLY, INC.	34896	06/19/2018	NOTEBOOKS, STAPLE REM, STAPLES, INDEX TABS, STENO	001-201-501-200	54.00
IVY AUTO PARTS, LLC.	588774	06/18/2018	2013 FORD TAURUS HEADLIGHT BULB	001-201-630-360	18.49
CITY OF COLUMBUS	SPD-001336-0618	06/18/2018	FORENSIC LAB	001-201-600-300	1,340.00
SULLIVAN'S OFFICE SUPPLY, INC.	34915	06/19/2018	KRAFT CLASP ENVELOPES-200	001-201-501-200	13.90
ALLEN EDWARDS BODY SHOP	0696	06/18/2018	REMOVE DUI STICKER ON CAR#7333	001-201-630-360	40.00
CANON FINANCIAL SERVICES, INC	18753509	06/18/2018	JMQ18879 & JMQ18878	001-201-635-369	402.00
CANON FINANCIAL SERVICES, INC	18753512	06/18/2018	QNR08831	001-201-635-369	130.42
CANON FINANCIAL SERVICES, INC	18753514	06/25/2018	POLICE DEPT XLG06726	001-201-635-369	302.16
TRI-STARR MUFFLER & BRAKE	287864	06/19/2018	FRONT BRAKES/LABOR	001-201-630-360	134.98
TRI-STARR MUFFLER & BRAKE	287919	06/19/2018	OIL CHANGE	001-201-630-360	42.95
PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	001-201-604-330	48.46
TRI-STARR MUFFLER & BRAKE	364885	06/19/2018	OIL CHANGE	001-201-630-360	38.95
MS LAW RESEARCH INSTITUT	4274	06/18/2018	10 LAW HANDBOOKS	001-201-556-251	400.00
ARMY NAVY PAWN SHOP	64059	06/18/2018	REV TAC PANTS	001-201-535-233	40.00
R&M TIRES	1117793	06/19/2018	INSTALL BATTERY	001-201-630-360	20.00
ZIP SCRIPTS	178834	06/19/2018	R. FORRESTER MEDS	001-201-541-237	42.00
CLINIC AT ELM LAKE, THE	21219	06/25/2018	COLE HARRIS TESTING	001-201-600-319	30.00
FIRST RESPONSE FIRE- MIKE COLLINS	2648	06/18/2018	ANNUAL FIRE EXT INSPECTIO	001-201-600-300	40.00
TRI-STARR MUFFLER & BRAKE	287894	06/19/2018	SPD #49 / COOLING FAN ASSY, COOLANT LABOR	001-201-630-360	407.73
IVY AUTO PARTS, LLC.	589289	06/18/2018	2007 CROWN VIC BATTERY	001-201-630-360	114.85
SULLIVAN'S OFFICE SUPPLY, INC.	35114	06/19/2018	HANGING FILE FOLDERS	001-201-501-200	13.90
ATMOS ENERGY	INV0026404	06/18/2018	4022600568 POLICE	001-201-625-380	226.29
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-201-525-231	30.00
CLINIC AT ELM LAKE, THE	21252	06/25/2018	SAWYER OAKES TESTING	001-201-600-319	30.00
CLINIC AT ELM LAKE, THE	21255	06/25/2018	DAMIEN C ROBINSON TESTIN	001-201-600-319	30.00
OKTIBBEHA COUNTY COOPERATIVE	398876	06/19/2018	5 PAIR JEANS, 3 SHIRTS	001-201-535-233	289.72
CLINIC AT ELM LAKE, THE	21268	06/25/2018	WYMAN LEDLOW TESTING	001-201-600-319	55.00
UPS STORE 3702	88920	06/19/2018	POSTAGE	001-201-604-330	31.19

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OKTIBBEHA COUNTY SHERIFF'S OFFICE	06.05.18	06/19/2018	INMATE HOUSING FOR MAY 2018	001-201-541-237	11,100.00
INN AT OLE MS	INV0026421	06/19/2018	KENNY WATKINS/COMMAND COLLEGE RROM	001-201-690-552	495.00
KENNY WATKINS	INV0026422	06/19/2018	COMMAND COLLEGE PER DIEM	001-201-690-552	140.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0026506	06/25/2018	ACCT# 212849 /UTILITIES BY DEPT	001-201-625-380	125.96
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	001-201-625-380	46.26
Outstanding Total:					19,753.89
Paid					
MS ASSOC OF CHIEFS OF POLICE	INV0026427	06/20/2018	REGISTRATION FOR MS ASSOC OF CHIEFS POLICE CON	001-201-690-555	325.00
R. FRANK NICHOLS	INV0026429	06/22/2018	MACP SUMMER CONF/PER DIEM MEALS	001-201-610-350	141.00
GOLDEN NUGGET	INV0026430	06/22/2018	MACP 2018 SUMMER CONF/R.FRANK NICHOLS HOTEL	001-201-610-350	494.16
Paid Total:					960.16
Department 201 - POLICE DEPARTMENT Total:					20,714.05

Department: 261 - FIRE DEPARTMENT

Outstanding

CADENCE VISA	CVZKJ	06/27/2018	IP BILOXI ADV DEPOSIT ON HOTEL/STEWART BIRD	001-261-600-390	261.57
ELKINS WHOLESALE	348227-00	06/18/2018	VEHICLE CLEANERS & DEGREASERS	001-261-510-220	1,058.19
NORTHEAST EXTERMINATING	329243	06/19/2018	FIRE STATION #1-06.01.18	001-261-558-269	22.00
NORTHEAST EXTERMINATING	329278	06/19/2018	FIRE STATION #2/06.01.18	001-261-558-269	22.00
NORTHEAST EXTERMINATING	329279	06/19/2018	FIRE STATION #3/06.01.18	001-261-558-269	22.00
NORTHEAST EXTERMINATING	329291	06/19/2018	FIRE STATION #4/06.01.18	001-261-558-269	22.00
NORTHEAST EXTERMINATING	329652	06/19/2018	FIRE STATION #5/06.01.18	001-261-558-269	22.00
CANON SOLUTIONS AMERICA	470634	06/18/2018	COPIER USAGE FIRE DEPT	001-261-501-200	26.24
NICHOLAS PEARSON	2018066910	06/25/2018	REIMB EMT-NREMT EXAM	001-261-600-390	80.00
ELKINS WHOLESALE	348227-01	06/18/2018	5 FOAM GUNS	001-261-510-220	351.25
CADENCE VISA	69558	06/27/2018	COURTYARD	001-261-610-350	433.44
LAIRD CLINIC OF FAMILY MEDICINE	074784	06/18/2018	MARRIOTT/GULFPORT/C.YAR BROUGH		
MS STATE DEPT OF HEALTH	INV0026416	06/18/2018	J. MASK TESTS	001-261-600-319	331.00
LAIRD CLINIC OF FAMILY MEDICINE	560747	06/18/2018	H-16948, 4 STATE LICENSES FOR EMTS, 2 REINSTATEMEN	001-261-600-390	240.00
OKTIBBEHA COUNTY COOPERATIVE	395350	06/19/2018	J. MCKINNEY TESTS	001-261-600-319	271.00
ATMOS ENERGY	INV0026401	06/18/2018	5- ONE GAL SPRAYER, 3 FUNNELS	001-261-555-250	56.57
LAIRD CLINIC OF FAMILY MEDICINE	074787	06/18/2018	3015511080 FIRE STATION #1	001-261-625-380	73.08
GATEWAY TIRE & SERVICE CENTER	1104171952	06/18/2018	J, MCKINNEY TDAP TEST	001-261-600-319	60.00
STATE FIRE ACADEMY	26130	06/19/2018	LADDER1 FOUR TIRES & MOUNTS	001-261-630-360	1,159.52
RACKLEY OIL INC.	483906	06/19/2018	ENGINE COMP	001-261-600-390	720.00
RACKLEY OIL INC.	483980	06/19/2018	OPERATIONS/COX & HERNDON		
MID-SOUTH UNIFORM & SUPPLY	578411	06/18/2018	DIESEL	001-261-525-231	423.04
BRIAN ARNETT	INV0026403	06/18/2018	DIESEL	001-261-525-231	59.47
STATE FIRE ACADEMY	26146	06/19/2018	20 NECK TIES, 5 EXTRA LONG NECK TIES	001-261-535-233	104.10
DIRECTV	34401661545	06/25/2018	REIMB MEAL RECEIPTS, MSFA	001-261-600-390	24.20
			CLASS CANCELLATION	001-261-600-390	40.00
			FEE/M.DOSS		
			STATION 5 SATELLITE BILL	001-261-625-380	160.75
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ELKINS WHOLESALE	350289	06/18/2018	12 BRUSH BOWL MOP, DEGREASER	001-261-510-220	152.03
RACKLEY OIL INC.	484051	06/19/2018	DIESEL	001-261-525-231	23.71
ARGAIL CARTER	922973	06/18/2018	30 PATCHES ON UNIFORMS	001-261-535-233	150.00
GATEWAY TIRE & SERVICE CENTER	1104176578	06/18/2018	FD 1 FIX FLAT	001-261-630-360	15.00
ELKINS WHOLESALE	350562-00-00	06/18/2018	SPECIALTY XTREME WASH & WAS RETURN	001-261-510-220	-60.00
LOWE'S-FIRE	910576	06/18/2018	PUTTY & PAINT FOR ST. 2	001-261-558-269	54.52
WATERMARK PRINTERS LLC	11591	06/26/2018	3 COLOR 2 PART ENGINE COMPANY INSPECTION FORM	001-261-691-550	343.00
EMERGENCY EQUIPMENT PROFESSIONALS	434994	06/18/2018	120 SIDE SEALS 1 MAO MAO LED 51" LIGHT	001-261-630-360	151.73
LOWE'S-FIRE	910844	06/18/2018	SHOWERHEAD FOR STATION	001-261-555-250	28.49
MATT SCHOBBER	INV0026415	06/18/2018	REIMB MEALS/FIRE & LIFE SAFETY LEVEL 1	001-261-600-390	72.96
THOMPSON MACHINERY	RP16449	06/19/2018	H16980/ENG #4 CHANGE OIL, REPLACE BRAKE SHOES	001-261-630-360	1,952.07
STARKVILLE AUTO PARTS	114324	06/19/2018	OIL & FILTERS/FORD F-150S	001-261-630-360	103.86
BELL BUILDING SUPPLY, INC.	227055	06/25/2018	LUMBER FOR STAIRS & RAILING -STATION 2	001-261-558-269	748.82
ATMOS ENERGY	INV0026405	06/18/2018	3020829684 FIRE STATION 3	001-261-625-380	50.15
JEREMY WEAVER	INV0026412	06/18/2018	REIMB MEALS/TRAINING	001-261-600-390	25.90
JONATHAN WADE	INV0026413	06/18/2018	REIMB MEALS/ MSFA FD SAFETY OFFICER	001-261-600-390	61.89
NATHAN HERNDON	INV0026414	06/18/2018	REIMB MEALS/MSFA FIRE & LIFE SAFETY EDUCATOR 1	001-261-600-390	37.33
BARNEYS POLICE SUPPLIES	00119685-0	06/25/2018	PANTS, MENS, KINETIC, NEXSTRETCH	001-261-535-233	49.36
O'REILLY AUTO PARTS	0997-426045	06/26/2018	EXHAUST WRAP FOR LADDER	001-261-630-360	53.99
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-261-525-231	12.00
RACKLEY OIL INC.	484379	06/26/2018	DIESEL	001-261-525-231	307.36
O'REILLY AUTO PARTS	0997-426491	06/26/2018	OIL EATER, HEADER WRAP FOR LADDER 1	001-261-630-360	63.98
STARKVILLE AUTO PARTS	114443	06/26/2018	MINI BULB-LONG LIFE	001-261-630-360	12.98
POWERSTROKE EQUIPMENT SALES & SVC	3067	06/26/2018	TRIMMER HEAD	001-261-630-360	32.99
COLUMBUS RUBBER & GASKET CO., INC.	564960-001	06/25/2018	LADDER 2 HYDRAULIC LINE	001-261-630-360	11.20
LOWE'S-FIRE	910484	06/25/2018	STORAGE BOXES	001-261-555-250	102.36
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	001-261-625-380	2,792.40
Outstanding Total:					13,393.50

Paid

COLEMAN NORMAN	INV0026437	06/22/2018	REIMB EDUCATIONAL EXPENSES/COMM RISK MGM	001-261-600-390	450.00
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Paid Total: 450.00**Department 261 - FIRE DEPARTMENT Total: 13,843.50****Department: 281 - BUILDING/CODES OFFICE****Outstanding**

CANON SOLUTIONS AMERICA	4026107821	06/18/2018	JME15733 2ND FLOOR BREAKROOM	001-281-604-330	77.65
CANON FINANCIAL SERVICES, INC	18753510	06/18/2018	JME15733	001-281-604-330	63.75
PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	001-281-604-330	48.46
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-281-525-231	4.00
PITNEY BOWES PURCHASE POWER	INV0026517	06/26/2018	8000-9000-1141-9748 CITY HALL	001-281-604-330	6.74
PITNEY BOWES PURCHASE POWER	INV0026521	06/27/2018	POSTAGE PURCHASED 6/21/1	001-281-604-330	271.25
TRUSTMARK NATIONAL BANK	7.27.18	06/26/2018	93894/PRIUS & 2 TACOMAS	001-281-820-874	393.15

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Post Dates: 06/18/2018 - 06/27/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TRUSTMARK NATIONAL BANK	7.27.18	06/26/2018	93894/PRIUS & 2 TACOMAS	001-281-830-873	43.80
TRUSTMARK NATIONAL BANK	07.18.2018	06/26/2018	#98905 STREET F250 & 2 TACOMAS	001-281-820-874	404.37
TRUSTMARK NATIONAL BANK	07.18.2018	06/26/2018	#98905 STREET F250 & 2 TACOMAS	001-281-830-873	47.00

Outstanding Total: 1,360.17

Department 281 - BUILDING/CODES OFFICE Total: 1,360.17

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

GOLDEN TRIANGLE PLANNING & DEVELOPM	3685	06/25/2018	CODE RED ANNUAL FEE	001-290-625-380	3,935.12
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0026507	06/25/2018	#99633-01/ CIVIL AIR PATROL	001-290-625-380	34.32
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	001-290-625-380	3,493.23

Outstanding Total: 7,462.67

Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total: 7,462.67

Department: 301 - STREET DEPARTMENT

Outstanding

STARKVILLE FORD-LINCOLN MERCURY, IN	146324	06/26/2018	CABLE ASY, LOCK CYLINDER, CUT A KEY	001-301-630-400	212.58
BELL BUILDING SUPPLY, INC.	224308	06/18/2018	10 FT PIPE THINWALL, COUPLING, PRINTER, SURESPRAY	001-301-555-250	61.77
WATERS TRUCK & TRACTOR CO. INC.	01P145002	06/19/2018	WINDOW KIT	001-301-630-400	7.18
OKTIBBEHA COUNTY COOPERATIVE	386601	06/19/2018	SPRAYERS, BERMUDA HULLED SEED	001-301-555-250	55.75
IVY AUTO PARTS, LLC.	587565	06/18/2018	INNER & OUTER TIE ROD END	001-301-630-360	195.46
S&K DOOR AND SPECIALTY COMPANY, INC.	64595	06/19/2018	SVC CALL, CHECK & ADJ ROLLUP DOOR. RESET SWITC	001-301-630-360	125.00
IVY AUTO PARTS, LLC.	588087	06/18/2018	POWER PROBE III	001-301-630-400	119.99
STARKVILLE AUTO PARTS	113420	06/19/2018	CABLE TIE	001-301-630-400	16.99
STARKVILLE AUTO PARTS	113860	06/19/2018	12 SYNTHETIC OIL	001-301-630-400	330.69
STARKVILLE AUTO PARTS	113863	06/19/2018	12 BOTTLES ANTI-FREEZE	001-301-630-400	191.88
STARKVILLE AUTO PARTS	113865	06/19/2018	SAFETY BLOWGUN, AIR FILTE	001-301-630-400	32.28
IVY AUTO PARTS, LLC.	588203	06/18/2018	2 BATTERIES	001-301-630-400	325.98
MMC MATERIALS, INC.	545984	06/18/2018	2 -3000 PSI READY MIX CONCRETE	001-301-560-270	240.00
TERRY'S GARAGE & REPAIRS, LLC	644	06/19/2018	PARKER HOSES, BRASS FITTINGS, REPAIR AIR LEAK	001-301-630-400	152.31
SHERWIN WILLIAMS CO.	6636-9	06/19/2018	A2345-PAINT, FOAM, FRAME, LINER	001-301-565-272	267.02
BASICS, INC. A Trade America Company	22617	06/18/2018	4 CASES TUFF JOB/ SHOP TOWELS	001-301-555-250	347.48
CINTAS FIRST AID & SAFETY	5011019626	06/18/2018	FIRST AID SUPPLIES-STREET DEPT	001-301-691-550	84.84
MMC MATERIALS, INC.	546136	06/18/2018	2 3000 PSI, READY MIX CONCRETE	001-301-560-270	240.00
OKTIBBEHA COUNTY COOPERATIVE	395602	06/19/2018	5 POUNDS BERMUDA COATED HULLED/EARTH MAT	001-301-555-250	40.50
OKTIBBEHA COUNTY COOPERATIVE	395617	06/19/2018	4 CANS DEEP WOODS OFF	001-301-555-250	23.96
APAC-MISSISSIPPI, INC	4000079048	06/18/2018	A2357 13.86 TONS SC-1 RECYCLE	001-301-560-270	1,018.71
APAC-MISSISSIPPI, INC	4000079073	06/18/2018	2.14 TONS SC-1 TY 8 RAP 15	001-301-560-270	157.29
ATMOS ENERGY	INV0026402	06/18/2018	3020752444 STREET DEPT	001-301-625-380	33.53
FASTENAL COMPANY	MSSTA79271	06/18/2018	HOLESAWS, ARBOR, HWH	001-301-555-250	74.23
OKTIBBEHA COUNTY COOPERATIVE	397607	06/19/2018	5 YARD BULK PLANTERS MIX PLUS WITH COMPOST	001-301-691-550	235.00
BELL BUILDING SUPPLY, INC.	226895	06/18/2018	2 80LB CONCRETE MIX	001-301-560-270	8.98
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-301-525-231	16.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
G&C SUPPLY CO., INC	6699155	06/18/2018	57 ROUND POST DOME STYLE CAPS	001-301-565-272	185.56
BANCORPSOUTH EQUIPMENT FINANCE	646706	06/25/2018	2 F360 FORD TRUCKS/002-0070314-009	001-301-820-874	7,960.70
BANCORPSOUTH EQUIPMENT FINANCE	646706	06/25/2018	2 F360 FORD TRUCKS/002-0070314-009	001-301-830-873	145.29
FASTENAL COMPANY	MSSTA79296	06/18/2018	ORANGE VEST, EYEWEAR	001-301-555-250	79.81
TRUSTMARK NATIONAL BANK	07.18.2018	06/26/2018	#98905 STREET F250 & 2 TACOMAS	001-301-820-874	404.38
TRUSTMARK NATIONAL BANK	07.18.2018	06/26/2018	#98905 STREET F250 & 2 TACOMAS	001-301-830-873	47.00

Outstanding Total: 13,438.14

Department 301 - STREET DEPARTMENT Total: 13,438.14

Department: 302 - STREET LIGHTING

Outstanding

MSU FACILITIES MANAGEMENT- TRAFFIC LIGH	INV0026514	06/25/2018	TRAFFIC SIGNAL-SPRING & LOCKSLEY/ #909263211	001-302-625-380	35.78
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0026506	06/25/2018	ACCT# 212849 /UTILITIES BY DEPT	001-302-625-380	1,165.42
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	001-302-625-380	55.52
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	001-302-625-380	28,281.21

Outstanding Total: 29,537.93

Department 302 - STREET LIGHTING Total: 29,537.93

Department: 360 - ANIMAL CONTROL

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-360-525-231	2.00
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	001-360-625-380	1,226.43
OKTIBBEHA COUNTY HUMANE SOCIETY, IN	INV0026519	06/27/2018	FY 2018 4TH QUARTER CONTRIBUTION (JULY-SEPT)	001-360-951-955	26,500.00

Outstanding Total: 27,728.43

Department 360 - ANIMAL CONTROL Total: 27,728.43

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

MSU ACCOUNT SERVICES	170213	06/25/2018	MSU TELEVISION CENTER/SY BASKETBALL TOURN. RECORD	001-550-600-350	2,250.00
CINTAS-PARKS	215329507	06/25/2018	WEEKLY MAT CLEANING 05.30.18	001-550-501-208	36.20
SPORTS SPECIALTY	24022	06/26/2018	9 SLEEVELESS JERSEYS	001-550-535-543	94.50
BMI-BROADCAST MUSIC INC.	12648	06/25/2018	WEBSITE HOSTING JUNE 2017 -MAY 2018:DNS REGISTRATIO	001-550-600-330	200.00
GENTRY SIGNS	INV0026510	06/25/2018	SWIM AT OWN RISK SIGN, MON	001-550-630-402	405.00
CANON SOLUTIONS AMERICA	4026109132	06/25/2018	JMQ12482 COPIER MAINTENANCE	001-550-600-330	85.94
SPORTS ILLUSTRATED PLAY /SPORTSIGNUP	424357	06/26/2018	MAY 2018 CHARGES	001-550-600-300	280.00
RICHARDSON ATHLETICS	28061	06/26/2018	TENNIS NETS, TENNIS POSTS	001-550-600-370	760.60
MULTIMEDIA SALES & MARKETING	921427	06/25/2018	COMMUNITY CAMPAIGN FOR MISSING CHILDREN	001-550-600-350	160.00
FERGUSON ENTERPRISES, INC	7960798	06/25/2018	MTR LAVE FCT VR CP, FV W/SWT KIT, URN FB WTH SWT K	001-550-501-208	463.02
LOWE'S- PARKS	909321	06/25/2018	BOTTLED WATER AND ALLERGEN FILTER	001-550-501-220	66.14
ATMOS ENERGY	INV0026417	06/18/2018	3019958172 PARKS	001-550-600-340	26.42
KEELING CO	S3411571.001	06/25/2018	HUNTER 4" ULTRA STAINLESS ROTOR	001-550-600-370	546.68
SPORTS SPECIALTY	24164	06/26/2018	SUMMER STAFF SHIRTS, HATS	001-550-535-543	692.00
SPORTS SPECIALTY	24166	06/26/2018	LIFEGUARD SHIRTS AND TANKS (24 EACH)	001-550-535-543	456.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SPORTS SPECIALTY	24183	06/26/2018	CHAMPION MEDALS, SPONSOR PLAQUES	001-550-535-543	568.50
OKTIBBEHA COUNTY COOPERATIVE	395783	06/26/2018	25 BAGS, GUIDE LINE MARKING LIME	001-550-630-402	148.75
OKTIBBEHA COUNTY COOPERATIVE	396171	06/26/2018	15 FIFTY POUND BAGS TURFACE QUICK DRY	001-550-630-402	222.75
LANCE JACKSON AIR CONDITI	712566	06/25/2018	REPAIRED AC AT BALL FIELDS UPSTAIRS	001-550-600-370	230.00
LOWE'S- PARKS	909521	06/25/2018	PORTABLE AC UNIT, 10000 BT	001-550-555-250	180.50
LOWE'S- PARKS	909734	06/25/2018	HISENSE 300 SQ FOOT AIR CONDITIONER	001-550-555-250	312.55
FOUR SEASONS LAWN & LANDSCAPE LLC	205622	06/25/2018	GEORGE EVANS PARK/PREP & PLANT FLOWERS	001-550-600-300	170.00
CANON FINANCIAL SERVICES, INC	18753508	06/25/2018	JMQ12482	001-550-600-330	382.00
PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	001-550-600-330	48.47
CINTAS FIRST AID & SAFETY	5011019658	06/25/2018	FIRST AID SUPPLIES	001-550-501-220	84.15
POWER CLEAN JANITORIAL SERVICES	1124	06/26/2018	JUNE 2018 JAN SVCS +TOURNAMENT SPECIAL SVCS	001-550-501-208	1,985.00
CINTAS-PARKS	215333165	06/25/2018	WEEKLY MAT CLEANING 06.13.18	001-550-501-208	36.20
THOMPSON MACHINERY	53658901	06/26/2018	19' ELECTRIC SCISSOR LIFT RENTAL	001-550-555-250	439.99
WAL MART-GENERAL CITY	05643	06/19/2018	LEGOS FOR LEGOS CAMP	001-550-501-220	533.56
NEWELL PAPER COMPANY	3037967	06/25/2018	TOWELS, TISSUE, LINERS, PINE SOL	001-550-501-208	665.96
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	001-550-501-204	8.00
GREAT SOUTHERN RECREATI	0809344	06/25/2018	TRANSLIDE REPAIR (JL KING PARK)	001-550-600-370	2,850.00
WAL MART-GENERAL CITY	09795	06/26/2018	LEGOS	001-550-600-300	116.74
MATTOX FEED MILL, INC	455586	06/25/2018	TURFACE MVP, 50#S QUICK DRY	001-550-630-402	451.75
LOWE'S- PARKS	901964	06/25/2018	BASIC FILTER, SPEEDLITE LEVEL SQ	001-550-501-208	23.69
WAUKAWAY DISTRIBUTORS, INC	44341	06/26/2018	PARKS/4 FIVE GALLON BOTTLES WATER	001-550-501-220	31.80
LOWE'S- PARKS	910911	06/25/2018	FSLH 600, 19 6X4S	001-550-600-370	197.92
CADENCE VISA	INV0026505	06/25/2018	WAL-MART-LEGOS	001-550-600-300	421.26
CINTAS-PARKS	215334949	06/25/2018	WEEKLY MAT CLEANING 06.20.18	001-550-501-208	41.11
JOHN WISE	INV0026448	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	340.00
ANDREW MOCK	INV0026449	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	322.00
CALVIN WARE -1099	INV0026450	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	270.00
BRUCE HARRIS	INV0026451	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	240.00
JONATHAN FORD	INV0026452	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	220.00
RICKY LINDSEY	INV0026453	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	180.00
JOSH LAW	INV0026454	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	168.00
JEFF PILGRIM	INV0026455	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	160.00
LENARD THAMES	INV0026456	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	150.00
CLYDE WILLIAMS	INV0026457	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	90.00
AKECIANNA THORNTON	INV0026458	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	63.00
ALEXIS THOMAS	INV0026459	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	60.00
CARRIE ASHFORD	INV0026460	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	96.00
SIERRA MCKINLEY	INV0026461	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	96.00
ADLER MORGAN	INV0026462	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	72.00
COURTNEY PILGRIM	INV0026463	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	72.00
SHAY (AUGILIA SHANTA) JACKSON	INV0026464	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	36.00
SAVANNAH BREE JEFFERSON	INV0026465	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	36.00
SHARON MCKINLEY	INV0026466	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	36.00
MARY AUSTIN BARBER	INV0026467	06/22/2018	ADULT SOFTBALL 6/8-6/19	001-550-600-320	24.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WARREN DOUGLAS SMITH	INV0026468	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	390.00
KENNIS KINGERY	INV0026469	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	319.50
CAMRYN DAWKINS	INV0026470	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	364.50
ABBIE AMMON	INV0026471	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	250.75
RONALD CARTER CAMPBELL	INV0026472	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	180.00
COLBY FREELY	INV0026473	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	228.00
CAROLINE MATTOX	INV0026474	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	144.00
PEYTON WAYNE POOLE	INV0026476	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	408.00
CALEB WALKER PUGH	INV0026477	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	76.50
ELIJAH WILL CAPPLEMAN	INV0026478	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	89.25
ERIC SPEARS	INV0026479	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	328.00
HANNAH KNOX	INV0026480	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	174.25
HAILEY LOCKE	INV0026481	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	318.75
JOHN ALEX MULROONEY	INV0026482	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	332.00
LUCAS SUMNER	INV0026483	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	424.00
NICOLAS HOLLIS	INV0026484	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	306.00
STEVEN RILEY HARDY	INV0026485	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	136.00
TAYLOR S. HARDY	INV0026486	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	136.00
WILLIAM THOMAS HARDY	INV0026487	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	344.25
KENNEDI AKINS	INV0026488	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	320.00
RONALD JOHNSON JR.	INV0026489	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	550.00
CHRISTOPHER ANDRE CLARK	INV0026490	06/25/2018	LIFEGUARD CONTRACT LABOR 06/08/18 THRU 06/21	001-550-600-320	315.00
AVERY PUTNAM	INV0026491	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	1,232.00
JOE DAN BAKER	INV0026492	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	902.00
VANESSA SHAFFER	INV0026493	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	275.00
DIANE CLARK	INV0026494	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	125.00
CONNIE WISE	INV0026495	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	425.00
JAMES "AUSTIN" INGRAM	INV0026496	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	235.00
KYLAN HAMILTON	INV0026497	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	319.00
REGINALD CAMPBELL	INV0026498	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	550.00
JARQUEZ McCARTER	INV0026499	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	671.00
ROB FYKE	INV0026500	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	75.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HAROLD 'WILL' IRVIN	INV0026501	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	275.00
BENJAMIN COLE DUTY	INV0026503	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	100.00
REESE DUNNE	INV0026504	06/25/2018	CONTRACT LABOR 06/08/18 THRU 06/21/18	001-550-600-320	125.00
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	001-550-600-340	14,674.04
Outstanding Total:					45,521.94
Department 550 - PARKS AND REC DEPARTMENT Total:					45,521.94
Department: 552 - PARK AND REC ACTIVITIES					
Outstanding					
PROGRAPHICS, INC.	73352	06/26/2018	100 SHEETS CARDSTOCK, 50 CLR COPIES, 10 SIGNS, CUT	001-552-501-200	801.50
LOWE'S- PARKS	96270	06/25/2018	GE FS EL RANGE JB750FJDS	001-552-501-200	759.05
Outstanding Total:					1,560.55
Department 552 - PARK AND REC ACTIVITIES Total:					1,560.55
Department: 600 - CAPITAL PROJECTS					
Outstanding					
OKT COUNTY	1052116	06/26/2018	NEEL SCHAFFER/LOCKSLEY WAY BLACKJACK IMP	001-600-912-861	448.64
Outstanding Total:					448.64
Department 600 - CAPITAL PROJECTS Total:					448.64
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS					
Outstanding					
STARKVILLE/OKTIBBEHA LIBRARY	INV0026520	06/27/2018	FY 2018 4TH QUARTER CONTRIBUTION (JULY-SEPT)	001-653-900-802	45,000.00
Outstanding Total:					45,000.00
Department 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:					45,000.00
Department: 800 - DEBT SERVICE					
Outstanding					
OKTIBBEHA COUNTY	1052117A	06/26/2018	NEEL-SCHAFFER /ENG DESIGN & CONST ADMIN MAY 2018	001-800-890-850	10,572.02
OKTIBBEHA COUNTY	1052133	06/26/2018	NEEL SCHAFFER/PROF SVS CONST/MONITOR 4COUNTY PAD M	001-800-890-850	740.54
OKTIBBEHA COUNTY	51387B1	06/26/2018	NEEA SCHAFFER/PROF SVCS CONST. WATER TANK/MAY 2018	001-800-890-850	1,851.84
OKTIBBEHA COUNTY	002	06/26/2018	WEATHERS CON. INV#002/CLEARING & CONST THRU 6/7/18	001-800-890-850	150,103.47
Outstanding Total:					163,267.87
Paid					
PRIORITY ONE BANK	07.01.18	06/22/2018	NICHOLAS TIF BOND	001-800-820-850	95,000.00
PRIORITY ONE BANK	07.01.18	06/22/2018	NICHOLAS TIF BOND	001-800-830-828	52,250.00
Paid Total:					147,250.00
Department 800 - DEBT SERVICE Total:					310,517.87
Fund 001 - GENERAL FUND Total:					582,228.72
Fund: 015 - AIRPORT FUND					
Department: 505 - AIRPORT					
Outstanding					
MAXXSOUTH BROADBAND SERVICE MASTER	INV0026513	06/25/2018	8282 41 101 0438241 AIRPOR	015-505-600-338	114.17
RESTORATION BY ONECALL	182195-0611	06/26/2018	PRESSURE WASH RUNWAY LINES & FLAG STONES	015-505-600-338	2,825.00
WAL MART-GENERAL CITY	02111	06/26/2018	2 INVOICE BOOKS	015-505-541-237	11.76
POWERSTROKE EQUIPMENT SALES & SVC	3075	06/26/2018	OIL FILTER	015-505-570-273	10.99

Expense Approval Report

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAGNOLIA BOTTLED WATER CO	33494	06/26/2018	4 FIVE GALLON BOTTLES, 5 SLEEVES CUPS	015-505-691-550	50.00
JAMES HUNTER MIDDLETON	11	06/26/2018	MOWING/CONTRACT LABOR	015-505-600-338	496.00
JOHN ETHAN SHARP	6	06/26/2018	WEEDEATING	015-505-600-338	752.00
RODNEY LINCOLN	01974	06/26/2018	PAPER TOWELS, FOAM CUPS, GLOVES, INK	015-505-570-273	82.10
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	015-505-625-380	1,322.26
Outstanding Total:					5,664.28
Paid					
RODNEY LINCOLN	INV0026432	06/22/2018	SAFETY QUALITY CONT.	015-505-610-350	147.00
RODNEY LINCOLN	INV0026433	06/22/2018	SEMINAR/PER DIEM MEALS	015-505-610-350	97.24
RODNEY LINCOLN	INV0026434	06/22/2018	SAFETY QUALITY CONT. SEMINAR/PER DIEM TRAVEL/GAS	015-505-610-350	1,226.80
JARED RABREN	INV0026435	06/22/2018	SAFETY QUALITY CONT. SEMINAR/HOTEL- LINCOLN & SEBREN	015-505-610-350	147.00
JARED RABREN	INV0026435-R	06/22/2018	SAFETY QUALITY CONT. SEMINAR/PER DIEM MEALS	015-505-610-350	-147.00
JARED RABREN	INV0026447	06/22/2018	SAFETY QUALITY CONT. SEMINAR/PER DIEM MEALS	015-505-610-350	147.00
Paid Total:					1,618.04
Department 505 - AIRPORT Total:					7,282.32
Fund 015 - AIRPORT FUND Total:					7,282.32

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

NORTHEAST EXTERMINATING	329244	06/18/2018	SANITATION 06.06.18	022-322-600-300	30.00
TRI-STATE TRUCKCENTER	BW88046	06/19/2018	B5256/ TRUCK #98 NEW MODULE	022-322-630-360	2,366.64
RACKLEY OIL INC.	483822	06/19/2018	DIESEL	022-322-525-231	909.00
TERRY'S GARAGE & REPAIRS, LLC	671	06/19/2018	FUEL FILTER, CLAMP, FILTER, REMOVE TRASH	022-322-630-360	313.81
TERRY'S GARAGE & REPAIRS, LLC	672	06/19/2018	AIR LINE, CABLE TIES, VALVE, AIR LEAKS, #91A	022-322-630-360	375.00
TERRY'S GARAGE & REPAIRS, LLC	675	06/19/2018	2 BATTERIES, TRUCK 42 & 33	022-322-630-360	308.98
QUILL CORPORATION	INV0026419	06/19/2018	INK CARTRIDGES, TONER, HIGHLIGHTERS, MARKERS	022-322-501-200	343.68
SPORTS SPECIALTY	24184	06/19/2018	CARGO WORK PANTS, UNIFORM SHIRTS	022-322-535-233	660.00
GATEWAY TIRE & SERVICE CENTER	1104176006	06/18/2018	FIX FLAT OUTSIDE	022-322-630-360	32.50
TERRY'S GARAGE & REPAIRS, LLC	682	06/19/2018	REPAIR OIL LEAK ON CYLINDER/TRUCK #91A	022-322-630-360	91.80
GATEWAY TIRE & SERVICE CENTER	1104176007	06/18/2018	TRUCK #92A NEW TIRE	022-322-630-360	258.14
GATEWAY TIRE & SERVICE CENTER	1104176008	06/18/2018	TRUCK #95 NEW TIRE & MOUNT OUTSIDE	022-322-630-360	279.88
PITNEY GLOBAL-LEASE	3306418902	06/26/2018	ACCT# 0010390127 CITY HALL	022-322-604-330	48.47
PAUL'S WELDING	0097	06/19/2018	REPAIRS TO TRUCK #21A/REPAIR SEAL	022-322-630-360	1,505.00
GATEWAY TIRE & SERVICE CENTER	1104178256	06/26/2018	TRUCK #41 REPLACE 2 TIRES	022-322-630-360	506.28
GATEWAY TIRE & SERVICE CENTER	1104178313	06/26/2018	TRUCK #42 REPLACE ONE TIR	022-322-630-360	253.14
STARKVILLE AUTO PARTS	114295	06/26/2018	MINI BULB LONG LIFE	022-322-555-250	14.98
GATEWAY TIRE & SERVICE CENTER	1104180400	06/26/2018	TRUCK #95 REPLACE ONE TIR	022-322-630-360	279.88
STARKVILLE AUTO PARTS	114336	06/26/2018	GREASE FITTINGS	022-322-555-250	4.99

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Post Dates: 06/18/2018 - 06/27/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	022-322-525-231	42.00
GATEWAY TIRE & SERVICE CENTER	1104184338	06/26/2018	TRUCK #92A-4 TIRES AND MOUNTS	022-322-630-360	1,012.56
GATEWAY TIRE & SERVICE CENTER	1104187087	06/26/2018	TRUCK #43/ FIX A FLAT	022-322-630-360	36.50
DEERE & COMPANY	116311641	06/25/2018	PULL TYPE ROTARY CUTTER	022-322-918-805	6,738.75
SPORTS SPECIALTY	24339	06/26/2018	UNIFORMS FOR EMPLOYEES	022-322-535-233	109.40
SANSOM EQUIPMENT COMPANY, INC	54836	06/26/2018	TRUCK #94 REPAIRS/VALVE, WORKPORT RELIEF	022-322-630-360	2,577.63
GATEWAY TIRE & SERVICE CENTER	1104191865	06/26/2018	TRUCK #40 NEW TIRE	022-322-630-360	253.14
TRUSTMARK NATIONAL BANK	7.18.18	06/26/2018	#90090/2 FRONT LOADERS	022-322-820-874	6,533.96
TRUSTMARK NATIONAL BANK	7.18.18	06/26/2018	#90090/2 FRONT LOADERS	022-322-830-873	656.59
STARKVILLE UTILITIES	INV0026518	06/27/2018	UTILITY BILLS BY DEPT	022-322-630-360	1,278.34

Outstanding Total: 27,821.04

Department 322 - SANITATION DEPARTMENT Total: 27,821.04

Department: 324 - MDEQ RECYCLE GRANT

Outstanding

RECYCLE AWAY	6726	06/19/2018	500 RECYCLING BIN TRASHCANS	022-324-551-239	4,276.70
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Outstanding Total: 4,276.70

Department 324 - MDEQ RECYCLE GRANT Total: 4,276.70

Department: 325 - RUBBISH

Outstanding

PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	022-325-525-231	4.00
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Outstanding Total: 4.00

Department 325 - RUBBISH Total: 4.00

Department: 329 - KEEP STARKVILLE BEAUTIFUL

Outstanding

OKTIBBEHA COUNTY COOPERATIVE	397790	06/26/2018	HAND PRUNER, WATERING CAN HOSE, KSB SUPPLIES	022-329-501-200	211.77
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Outstanding Total: 211.77

Department 329 - KEEP STARKVILLE BEAUTIFUL Total: 211.77

Department: 341 - LANDSCAPING

Outstanding

OKTIBBEHA COUNTY COOPERATIVE	391669	06/19/2018	BUSH HOG #1- 5 BOLT HUB ASSEMBLY, FUEL FILTER	022-341-555-250	108.13
STARKVILLE AUTO PARTS	114173	06/19/2018	HYDRAULIC HOSE- TRACTOR #3	022-341-630-360	43.18
STARKVILLE AUTO PARTS	114186	06/19/2018	TRACTOR #4 HOSE & FITTING	022-341-630-360	54.68
OKTIBBEHA COUNTY COOPERATIVE	396864	06/19/2018	PREPARE WOOD BUSH HOG, KEY, LANDFILL KEY	022-341-555-250	209.84
EAST MISSISSIPPI LUMBER CO	A39253	06/18/2018	FLEX SEAL & SILICONE FOR TRUCK #85	022-341-555-250	50.97
POWERSTROKE EQUIPMENT SALES & SVC	2758	06/26/2018	REPAIR EXMARK MOWER, HEDGE TRIMMER, BLOWER	022-341-630-360	1,301.57
CHICKASAW EQUIPMENT COMPANY	RO44558	06/26/2018	REPAIR BROKEN PTO SHAFT/TRACTOR 1 & 2	022-341-630-360	826.49
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	022-341-525-231	12.00
CHICKASAW EQUIPMENT COMPANY	227177	06/26/2018	MAILBOX POST, MAILBOX, REFLECTIVE NUMBERS	022-341-555-250	54.61
STARKVILLE AUTO PARTS	114442	06/26/2018	12 VOLT FAN/ TRUCK #92A	022-341-555-250	42.99
POWERSTROKE EQUIPMENT SALES & SVC	3064	06/26/2018	REPAIRED EXMARK MOWER	022-341-555-250	133.96
OKTIBBEHA COUNTY COOPERATIVE	399987	06/26/2018	BACKPACK SPRAYER, 2 " FIBERGLASS HNDL	022-341-555-250	209.55

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STARKVILLE AUTO PARTS	114487	06/26/2018	HIGH ST THREADLOCKER RED/ TRUCK #42	022-341-555-250	13.99
SPORTS SPECIALTY	24339	06/26/2018	UNIFORMS FOR EMPLOYEES	022-341-535-233	108.00
REGIONS FINANCIAL CORPORATION	07.29.18	06/26/2018	001-0007521-006/ 2 FORD F250 TRUCKS LEASE	022-341-820-874	1,172.33
REGIONS FINANCIAL CORPORATION	07.29.18	06/26/2018	001-0007521-006/ 2 FORD F250 TRUCKS LEASE	022-341-830-873	41.97
TRUSTMARK NATIONAL BANK	07.18.18	06/26/2018	90089/STREET SWEEPER	022-341-820-874	3,401.75
TRUSTMARK NATIONAL BANK	07.18.18	06/26/2018	90089/STREET SWEEPER	022-341-830-873	341.84
Outstanding Total:					8,127.85
Department 341 - LANDSCAPING Total:					8,127.85
Fund 022 - SANITATION Total:					40,441.36
Fund: 023 - LANDFILL ACCOUNT					
Department: 323 - LANDFILL					
Outstanding					
NEEL-SCHAFER	1052108	06/18/2018	LANDFILL PROF SVCS FROM MAY 1, 2018-MAY 31, 2018	023-323-600-338	639.66
PETROLEUM EQUIPMENT SERVICE & REPAIR, INC.	1062	06/19/2018	JUNE 2018 MONTHLY TESTIN	023-323-525-231	8.00
SPORTS SPECIALTY	24339	06/26/2018	UNIFORMS FOR EMPLOYEES	023-323-535-233	108.00
4-COUNTY ELECTRIC POWER ASSOCIATION	INV0026508	06/25/2018	ACCT# 102182-001, LANDFILL	023-323-625-380	47.00
Outstanding Total:					802.66
Department 323 - LANDFILL Total:					802.66
Fund 023 - LANDFILL ACCOUNT Total:					802.66
Fund: 303 - INDUSTRIAL PARK BOND					
Department: 600 - CAPITAL PROJECTS					
Paid					
OKTIBBEHA COUNTY	120368.	06/20/2018	HEADWATERS INV#120368	303-600-600-309	153.75
Paid Total:					153.75
Department 600 - CAPITAL PROJECTS Total:					153.75
Fund 303 - INDUSTRIAL PARK BOND Total:					153.75
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018					
Department: 600 - CAPITAL PROJECTS					
Outstanding					
FALCON CONTRACTING CO.,I	3794	06/25/2018	STREET IMPROVEMENT PROJECT 18001/PARTIAL PAYMENT	319-600-948-850	999,592.48
Outstanding Total:					999,592.48
Department 600 - CAPITAL PROJECTS Total:					999,592.48
Fund 319 - PUBLIC IMPROVEMENT BONDS 2018 Total:					999,592.48
Fund: 375 - PARK AND REC TOURISM					
Department: 551 - PARK & REC TOURISM					
Outstanding					
EVERGREEN AG	400183	06/25/2018	72" EXMARK LAZER MOWER	375-551-907-110	8,400.00
REGIONS FINANCIAL CORPORATION	07.15.18	06/26/2018	001-0007521-007/ POOL PAYMENT	375-551-840-880	1,288.73
REGIONS FINANCIAL CORPORATION	07.15.18	06/26/2018	001-0007521-007/ POOL PAYMENT	375-551-840-881	22.52
Outstanding Total:					9,711.25
Department 551 - PARK & REC TOURISM Total:					9,711.25
Fund 375 - PARK AND REC TOURISM Total:					9,711.25

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Post Dates: 06/18/2018 - 06/27/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 610 - TRUST & AGENCY					
Department: 000 - UNDESIGNATED					
Outstanding					
STARKVILLE CONVENTIONS/VISITORS BUR	INV0026425	06/19/2018	2% HOTEL MOTEL TAX	610-000-147-656	21,268.18
Outstanding Total:					21,268.18
Department 000 - UNDESIGNATED Total:					21,268.18
Fund 610 - TRUST & AGENCY Total:					21,268.18
Fund: 630 - ECONOMIC DEV, TOURISM & CONV					
Department: 000 - UNDESIGNATED					
Outstanding					
MSU	INV0026423	06/19/2018	2% FOOD & BEVERAGE TAX (20%)	630-000-147-657	38,370.41
STARKVILLE CONVENTIONS/VISITORS BUR	INV0026424	06/19/2018	2% FOOD & BEVERAGE TAX (15%)	630-000-147-664	28,777.80
O.C.E.D.A	INV0026426	06/19/2018	2% FOOD AND BEVERAGE (15%)	630-000-148-655	28,777.80
Outstanding Total:					95,926.01
Department 000 - UNDESIGNATED Total:					95,926.01
Fund 630 - ECONOMIC DEV, TOURISM & CONV Total:					95,926.01
Grand Total:					1,757,406.73

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	582,228.72	149,293.36
015 - AIRPORT FUND	7,282.32	1,618.04
022 - SANITATION	40,441.36	0.00
023 - LANDFILL ACCOUNT	802.66	0.00
303 - INDUSTRIAL PARK BOND	153.75	153.75
319 - PUBLIC IMPROVEMENT BONDS 2018	999,592.48	0.00
375 - PARK AND REC TOURISM	9,711.25	0.00
610 - TRUST & AGENCY	21,268.18	0.00
630 - ECONOMIC DEV, TOURISM & CONV	95,926.01	0.00
Grand Total:	1,757,406.73	151,065.15

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	30.00	0.00
001-000-054-205	DUE FROM STARKVILLE	24.00	0.00
001-000-070-251	FUEL INVENTORY	12,643.58	0.00
001-000-149-691	MUNICIPAL COURT BON	200.00	200.00
001-000-160-699	POLICE CITIZEN ACADE	319.16	0.00
001-110-501-200	SUPPLIES	433.67	0.00
001-110-604-330	COMMUNICATIONS	384.15	0.00
001-110-690-553	TRAINING & EDUCATION	367.48	367.48
001-120-604-330	COMMUNICATIONS	217.49	0.00
001-123-604-330	COMMUNICATIONS	1,289.41	0.00
001-123-918-805	MACHINERY AND EQUIP	26,678.85	0.00
001-145-501-200	SUPPLIES	787.48	0.00
001-145-604-330	COMMUNICATIONS	1,067.90	0.00
001-159-620-371	BONDING-CITY EMPLOY	350.00	0.00
001-169-600-302	CITY ATTORNEY GENERA	9,283.80	0.00
001-169-600-309	LEGAL EXPENSES	100.00	0.00
001-169-600-312	CITY ATTORNEY LITIGATI	8,148.66	0.00
001-180-604-330	COMMUNICATIONS	121.21	0.00
001-190-525-231	GAS & OIL	6.00	0.00
001-190-600-323	DEBRIS REMOVAL/DEM	1.20	0.00
001-190-604-330	COMMUNICATIONS	346.18	0.00
001-190-607-607	HISTORIC PRES COMMIS	24.57	0.00
001-190-610-350	TRAVEL	65.72	65.72
001-190-690-557	PROFESSIONAL MEMBE	245.00	0.00
001-192-510-220	SUPPLIES	38.24	0.00
001-192-625-380	UTILITIES	124.25	0.00
001-195-690-554	ORDINANCE CODIFICATI	1,119.72	0.00
001-197-501-200	SUPPLIES	46.96	0.00
001-197-525-231	GAS & OIL	2.00	0.00
001-197-604-330	COMMUNICATIONS	191.20	0.00
001-197-820-874	PRINCIPAL	393.14	0.00
001-197-830-873	INTEREST	43.81	0.00
001-201-501-200	OFFICE SUPPLIES	81.80	0.00
001-201-525-231	GAS & OIL	30.00	0.00
001-201-535-233	UNIFORMS	788.81	0.00
001-201-541-237	PRISONER EXPENSES	11,142.00	0.00
001-201-556-251	POLICE SUPPLIES	2,000.00	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,380.00	0.00
001-201-600-319	PHYSICAL EXAMINATION	175.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	283.67	0.00
001-201-610-350	TRAVEL	635.16	635.16
001-201-625-380	UTILITIES	398.51	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	1,659.16	0.00
001-201-635-369	COPIER RENTAL	1,179.94	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-690-552	POLICE TRAINING/EDUC	635.00	0.00
001-201-690-555	DUES	325.00	325.00
001-261-501-200	SUPPLIES	26.24	0.00
001-261-510-220	SUPPLIES - TOOLS	1,501.47	0.00
001-261-525-231	GAS & OIL	825.58	0.00
001-261-535-233	UNIFORMS	303.46	0.00
001-261-555-250	SUPPLIES & SMALL TOO	187.42	0.00
001-261-558-269	BUILDING MAINTENANC	913.34	0.00
001-261-600-319	PHYSICAL EXAMINATION	662.00	0.00
001-261-600-390	FIRE TRAINING	2,013.85	450.00
001-261-610-350	TRAVEL	433.44	0.00
001-261-625-380	UTILITIES	3,076.38	0.00
001-261-630-360	SHOP REPAIRS & MAINT	3,557.32	0.00
001-261-691-550	MISCELLANEOUS	343.00	0.00
001-281-525-231	GAS & OIL	4.00	0.00
001-281-604-330	COMMUNICATIONS/CO	467.85	0.00
001-281-820-874	PRINCIPAL (VEHICLES)	797.52	0.00
001-281-830-873	INTEREST (VEHICLES)	90.80	0.00
001-290-625-380	UTILITIES / CODE RED	7,462.67	0.00
001-301-525-231	GAS & OIL	16.00	0.00
001-301-555-250	SUPPLIES & SMALL TOO	683.50	0.00
001-301-560-270	CONSTRUCTION MATERI	1,664.98	0.00
001-301-565-272	STREETS SIGNS & PAINT	452.58	0.00
001-301-625-380	UTILITIES	33.53	0.00
001-301-630-360	SHOP REPAIRS & MAINT	320.46	0.00
001-301-630-400	EQUIPMENT REPAIR &	1,389.88	0.00
001-301-691-550	MISCELLANEOUS	319.84	0.00
001-301-820-874	PRINCIPAL	8,365.08	0.00
001-301-830-873	INTEREST	192.29	0.00
001-302-625-380	UTILITIES	29,537.93	0.00
001-360-525-231	GAS & OIL	2.00	0.00
001-360-625-380	UTILITIES	1,226.43	0.00
001-360-951-955	TRANSFER TO HUMANE	26,500.00	0.00
001-550-501-204	GAS & OIL	8.00	0.00
001-550-501-208	JANITORIAL FEES	3,251.18	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	715.65	0.00
001-550-535-543	UNIFORMS/EQUIPMENT	1,811.00	0.00
001-550-555-250	SMALL EQUIPMENT	933.04	0.00
001-550-600-300	MISC SERVICES and PRO	988.00	0.00
001-550-600-320	CONTRACT LABOR, UMP	14,174.75	0.00
001-550-600-330	COMMUNICATIONS / PH	716.41	0.00
001-550-600-340	UTILITIES	14,700.46	0.00
001-550-600-350	ADVERTISING	2,410.00	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	4,585.20	0.00
001-550-630-402	SPLASHPAD & POOL MA	1,228.25	0.00
001-552-501-200	NRPA SUPPLIES	1,560.55	0.00
001-600-912-861	LOCKSLEY/BLACKJACK I	448.64	0.00
001-653-900-802	LIBRARY	45,000.00	0.00
001-800-820-850	2016 TIF PRINCIPAL NIC	95,000.00	95,000.00
001-800-830-828	2016 TIF INTEREST NICH	52,250.00	52,250.00
001-800-890-850	IND PARK EXPENSES	163,267.87	0.00
015-505-541-237	OPERATING SUPPLIES	11.76	0.00
015-505-570-273	VEHICLE REPAIR PARTS	93.09	0.00
015-505-600-338	CONTRACT & LEGAL SER	4,187.17	0.00
015-505-610-350	TRAVEL/CONFERENCE	1,618.04	1,618.04
015-505-625-380	UTILITIES	1,322.26	0.00
015-505-691-550	MISCELLANEOUS	50.00	0.00
022-322-501-200	OFFICE SUPPLIES	343.68	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
022-322-525-231	GAS & OIL	951.00	0.00
022-322-535-233	UNIFORMS	769.40	0.00
022-322-555-250	SUPPLIES & SMALL TOO	19.97	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-604-330	COMMUNICATIONS	48.47	0.00
022-322-630-360	SHOP REPAIRS & MAINT	11,729.22	0.00
022-322-820-874	PRINCIPAL-2 FRONT LOA	6,533.96	0.00
022-322-830-873	INTEREST	656.59	0.00
022-322-918-805	MACHINERY AND EQUIP	6,738.75	0.00
022-324-551-239	GARBAGE BAGS	4,276.70	0.00
022-325-525-231	GAS & OIL	4.00	0.00
022-329-501-200	KEEP STARKVILLE BEAUT	211.77	0.00
022-341-525-231	GAS & OIL	12.00	0.00
022-341-535-233	UNIFORMS	108.00	0.00
022-341-555-250	SUPPLIES & SMALL TOO	824.04	0.00
022-341-630-360	SHOP REPAIRS & MAINT	2,225.92	0.00
022-341-820-874	PRINCIPAL-SWEEPER/F2	4,574.08	0.00
022-341-830-873	INTEREST	383.81	0.00
023-323-525-231	GAS & OIL	8.00	0.00
023-323-535-233	UNIFORMS	108.00	0.00
023-323-600-338	CONTRACT / PROF SERVI	639.66	0.00
023-323-625-380	UTILITIES	47.00	0.00
303-600-600-309	LEGAL AND PROF SVCS E	153.75	153.75
319-600-948-850	TRAFFIC CONTROL	999,592.48	0.00
375-551-840-880	PRINCIPAL - POOL	1,288.73	0.00
375-551-840-881	INTEREST-POOL	22.52	0.00
375-551-907-110	TRANSFER TO 001 MAIN	8,400.00	0.00
610-000-147-656	DUE TO GOVERNMENT	21,268.18	0.00
630-000-147-657	DUE TO MISSISSIPPI STA	38,370.41	0.00
630-000-147-664	DUE TO VISITORS/CONV	28,777.80	0.00
630-000-148-655	DUE TO EDA	28,777.80	0.00
Grand Total:		1,757,406.73	151,065.15

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	757,814.25	151,065.15
2018 STREET IMPROVEMENTS	999,592.48	0.00
Grand Total:	1,757,406.73	151,065.15



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 Docket by Starkville Utilities in accordance with the State Purchasing Statute.

David Wise

David M. Wise, CPA
Accountant

STARKVILLE WATER DEPT
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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 57 ALLIED UNIVERSAL CORPORATION										
I1469227	06/26/18	1889 Chemicals		07/05/18	1035.00	.00	ACH			
VENDOR TOTAL:					1035.00					
VENDOR: 76 APAC MISSISSIPPI, INC.										
4000079030	06/26/18	2089 Asphalt repairs		07/05/18	438.06	.00	ACH			
4000079231,79180	06/26/18	2089 Asphalt repairs		07/05/18	1318.60	.00	ACH			
VENDOR TOTAL:					1756.66					
VENDOR: 124 ATMOS ENERGY										
3020752702-6/11	06/21/18	0 Utility bill		07/05/18	34.33	.00	ACH			
VENDOR TOTAL:					34.33					
VENDOR: 134 ATWELL & GENT, PA										
8595	06/21/18	0 Engineering services		07/05/18	1040.00	.00	ACH			
8596	06/21/18	0 Engineering services		07/05/18	910.00	.00	ACH			
VENDOR TOTAL:					1950.00					
VENDOR: 189 BANCORPSOUTH										
7/01/18	06/25/18	0 2.6M GO Bond Payment		07/05/18	16904.52	.00	CHK			
VENDOR TOTAL:					16904.52					
VENDOR: 202 BELL BUILDING SUPPLY										
226624	06/26/18	2124 Parts		07/05/18	32.14	.00	CHK			
227699	06/26/18	2148 Parts		07/05/18	30.58	.00	CHK			
VENDOR TOTAL:					62.72					
VENDOR: 208 BERRY ELECTRIC, LLC										
4253	06/26/18	2134 Repairs at pump station		07/05/18	622.00	.00	CHK			
4254	06/26/18	2133 Repairs		07/05/18	662.00	.00	CHK			
VENDOR TOTAL:					1284.00					

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 215 CINTAS										
5010672845	06/26/18	2142 Supplies		07/05/18	139.00	.00	CHK			
VENDOR TOTAL:					139.00					
VENDOR: 220 CENTRAL PIPE SUPPLY										
S100141072.002	06/26/18	2062 Parts and supplies		07/05/18	1729.77	.00	ACH			
S100142837.002	06/26/18	2091 Supplies		07/05/18	818.96	.00	ACH			
S100142837.0364	06/26/18	2091 Parts		07/05/18	311.36	.00	ACH			
S100143177.3559	06/26/18	2110 Parts		07/05/18	3284.50	.00	ACH			
S100143559.001	06/26/18	2110 Supplies		07/05/18	1033.58	.00	ACH			
S100144950.001	06/26/18	2145 Parts and supplies		07/05/18	3023.72	.00	ACH			
S100144950.0243	06/26/18	2145 Parts and supplies		07/05/18	679.66	.00	ACH			
VENDOR TOTAL:					10881.55					
VENDOR: 251 COBURN SUPPLY COMPANY, INC.										
641249973	06/26/18	2135 Pipes		07/05/18	5698.00	.00	CHK			
VENDOR TOTAL:					5698.00					
VENDOR: 352 THE CLINIC AT ELM LAKE										
21284	06/26/18	0 Employee testing		07/05/18	30.00	.00	CHK			
VENDOR TOTAL:					30.00					
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY										
3181594	06/26/18	2132 Supplies		07/05/18	468.00	.00	CHK			
3181869	06/26/18	2116 Hydrants		07/05/18	3665.00	.00	CHK			
VENDOR TOTAL:					4133.00					
VENDOR: 368 CONTROL SYSTEMS, INC										
55613.55612	06/26/18	2131 Service call		07/05/18	200.00	.00	ACH			
55656	06/26/18	2156 Service call and repairs		07/05/18	1063.25	.00	ACH			
VENDOR TOTAL:					1263.25					
VENDOR: 452 EASTECH FLOW CONTROLS										
19688	06/26/18	2074 Flow monitoring equipment		07/05/18	4999.00	.00	CHK			
VENDOR TOTAL:					4999.00					

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VENDOR: 485 DONALD SMITH COMPANY, INC										
4180505	06/26/18	2155 Pump testing		07/05/18	2175.00	.00	CHK			
VENDOR TOTAL:					2175.00					
VENDOR: 492 DYNAMIC FIRE PROTECTION, LLC										
AM9526	06/26/18	0 Alarm monitoring		07/05/18	264.00	.00	ACH			
VENDOR TOTAL:					264.00					
VENDOR: 604 FASTENAL										
MSSTA78521	06/26/18	2151 Parts		07/05/18	2502.96	.00	ACH			
VENDOR TOTAL:					2502.96					
VENDOR: 690 GARVER										
17138030-5	06/26/18	0 Engineering services		07/05/18	2893.10	.00	CHK			
VENDOR TOTAL:					2893.10					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
I104174449	06/26/18	2123 Repairs		07/05/18	84.95	.00	CHK			
VENDOR TOTAL:					84.95					
VENDOR: 702 HACH										
11000747	06/26/18	2140 Supplies		07/05/18	217.87	.00	ACH			
VENDOR TOTAL:					217.87					
VENDOR: 1191 LUCKETT PUMP & REPAIR										
18300	06/26/18	2115 Repairs		07/05/18	3002.20	.00	ACH			
18329	06/26/18	2094 Pump		07/05/18	2603.62	.00	ACH			
VENDOR TOTAL:					5605.82					
VENDOR: 1192 LYLE MACHINERY										
W04726	06/26/18	1931 Repairs		07/05/18	1147.44	.00	ACH			
W04746	06/26/18	1965 Repairs		07/05/18	1211.05	.00	ACH			
W04777	06/26/18	2000 Repairs		07/05/18	4004.84	.00	ACH			
W04866	06/26/18	2154 Repairs		07/05/18	2126.27	.00	ACH			

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VENDOR TOTAL:					8489.60						
VENDOR: 1322 MMC MATERIALS, INC.											
545732	06/26/18	2223 Concrete		07/05/18	2160.00	.00	CHK				
VENDOR TOTAL:					2160.00						
VENDOR: 1329 NORTH CENTRAL LABORATORIES											
408165	06/26/18	2113 Lab supplies		07/05/18	76.14	.00	ACH				
VENDOR TOTAL:					76.14						
VENDOR: 1400 NESCO											
S2236504.001	06/26/18	1916 Repair parts		07/05/18	801.03	.00	ACH				
S2243476.001	06/26/18	2001 Parts and lights		07/05/18	652.50	.00	ACH				
VENDOR TOTAL:					1453.53						
VENDOR: 1525 OKTIBBEHA COUNTY COOP											
397018	06/26/18	2090 Uniforms		07/05/18	290.91	.00	ACH				
397146	06/26/18	2222 Uniforms		07/05/18	160.17	.00	ACH				
397873,397876	06/26/18	2137 Uniforms		07/05/18	261.57	.00	ACH				
401693	06/26/18	2149 Uniforms		07/05/18	430.68	.00	ACH				
VENDOR TOTAL:					1143.33						
VENDOR: 1818 UNITED RENTALS											
158035789-001	06/26/18	2083 Equipment rental		07/05/18	460.32	.00	CHK				
158451554, 41550	06/26/18	2146 Equipment rental		07/05/18	455.06	.00	CHK				
VENDOR TOTAL:					915.38						
VENDOR: 1905 STARKVILLE AUTO PARTS											
112856,112885	06/26/18	1897 Parts		07/05/18	54.96	.00	CHK				
947,966,030,055	06/26/18	2016 Parts and supplies		07/05/18	1229.90	.00	CHK				
VENDOR TOTAL:					1284.86						
VENDOR: 1910 STARKVILLE UTILITIES											
5/25-6/26/18	06/21/18	0 Utility bills		07/05/18	57080.12	.00	DFT				
VENDOR TOTAL:					57080.12						

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VENDOR: 1937 SOUTHERN PIPE & SUPPLY										
2024227-00	06/26/18	2143 Pipes and supplies		07/05/18	50.20	.00	ACH			
VENDOR TOTAL:					50.20					
VENDOR: 1945 SULLIVAN'S OFFICE SUPPLY										
35015	06/26/18	2136 Office supplies		07/05/18	36.38	.00	ACH			
35069	06/26/18	2136 Office supplies		07/05/18	18.98	.00	ACH			
VENDOR TOTAL:					55.36					
VENDOR: 2104 UPS										
24W1X6238	06/21/18	0 Postage		07/05/18	22.24	.00	CHK			
24W1X6248	06/22/18	0 Postage		07/05/18	22.02	.00	CHK			
VENDOR TOTAL:					44.26					
VENDOR: 2202 WAYPOINT ANALYTICAL										
1040048,1040084	06/26/18	2103 Weekly testing and analysis		07/05/18	329.50	.00	ACH			
1040136	06/26/18	2103 Weekly testing and analysis		07/05/18	234.00	.00	ACH			
1040266	06/26/18	2103 Weekly testing and analysis		07/05/18	234.00	.00	ACH			
VENDOR TOTAL:					797.50					
VENDOR: 2203 VACUUM TRUCK SALES & SERVICE										
MS12532	06/26/18	2125 Repairs		07/05/18	3283.01	.00	ACH			
VENDOR TOTAL:					3283.01					
VENDOR: 9909810 LESLIE DEAN										
746, 747	06/21/18	0 Maintenance		07/05/18	2175.00	.00	ACH			
VENDOR TOTAL:					2175.00					
VENDOR: 9909819 ALLEN EDWARDS BODY SHOP										
RO 559	06/22/18	0 Repairs on truck		07/05/18	1754.91	.00	CHK			
VENDOR TOTAL:					1754.91					

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VENDOR: 99009783 TERRY STIDHAM CONSTRUCTION										
897974	06/26/18	0 Sewer repairs		07/05/18	5744.25	.00	ACH			
897975	06/26/18	0 Water line repairs		07/05/18	400.00	.00	ACH			
897976	06/26/18	0 Sewer repairs		07/05/18	250.00	.00	ACH			
897977	06/26/18	0 Sewer repairs		07/05/18	6400.00	.00	ACH			
VENDOR TOTAL:					12794.25					
VENDOR: 99009786 WADE'S PLUMBING LLC										
5/18/18	06/26/18	2076 Repairs		07/05/18	463.01	.00	CHK			
VENDOR TOTAL:					463.01					
GRAND TOTAL:					157935.19					

STARKVILLE UTILITIES
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VENDOR: 131 ALTEC INDUSTRIES, INC.										
10963916	06/22/18	8096 Parts and supplies		07/05/18	550.19	.00	ACH			
10964613,170,433	06/22/18	8104 Parts		07/05/18	1397.73	.00	ACH			
VENDOR TOTAL:					1947.92					
VENDOR: 134 ATWELL & GENT, P.A.										
8594	06/21/18	0 Engineering Services		07/05/18	1960.00	.00	ACH			
8597	06/21/18	0 Engineering Services		07/05/18	3380.00	.00	ACH			
8598	06/21/18	0 Engineering Services		07/05/18	3430.00	.00	ACH			
VENDOR TOTAL:					8770.00					
VENDOR: 139 ACC BUSINESS										
181619762-6/27	06/26/18	0 Internet Services		07/05/18	1414.36	.00	CHK			
VENDOR TOTAL:					1414.36					
VENDOR: 146 AT&T										
1737 - 6/09/18	06/26/18	0 Phone bill		07/05/18	44.22	.00	CHK			
VENDOR TOTAL:					44.22					
VENDOR: 190 BALDWIN LIGHTING, INC.										
7191	06/21/18	8071 Materials-Poles		07/05/18	11207.00	.00	ACH			
VENDOR TOTAL:					11207.00					
VENDOR: 318 CLAYTON VILLAGE MINI STG										
6/21/18	06/21/18	0 Storage unit rental		07/05/18	260.00	.00	ACH			
VENDOR TOTAL:					260.00					
VENDOR: 348 DELL MARKETING L.P.										
5/01/18	06/25/18	0 Computer software		07/05/18	363.00	.00	CHK			
6/01/18	06/26/18	0 Computer software		07/05/18	363.00	.00	CHK			
VENDOR TOTAL:					726.00					

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VENDOR: 400 IVY AUTO PARTS											
589092	06/21/18	8083 Repair parts		07/05/18	127.99	.00	ACH				
589966	06/22/18	8155 Supplies		07/05/18	119.94	.00	ACH				
VENDOR TOTAL:					247.93						
VENDOR: 420 DAVID WISE											
5/01/18	06/21/18	0 Professional fees		07/05/18	275.00	.00	ACH				
VENDOR TOTAL:					275.00						
VENDOR: 496 EAST MISS LUMBER											
A39571	06/21/18	8142 Parts		07/05/18	120.77	.00	CHK				
VENDOR TOTAL:					120.77						
VENDOR: 604 FASTENAL COMPANY											
79021, 78843	06/21/18	8084 Parts		07/05/18	144.15	.00	ACH				
MSSTA78488	06/21/18	8042 Parts		07/05/18	363.68	.00	ACH				
MSSTA78882	06/21/18	8065 Supplies		07/05/18	640.50	.00	ACH				
VENDOR TOTAL:					1148.33						
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER											
I104188208,88378	06/22/18	8148 Repairs		07/05/18	521.88	.00	CHK				
VENDOR TOTAL:					521.88						
VENDOR: 696 GARNER LUMLEY ELECTRIC											
548935,549610	06/21/18	8053 Materials		07/05/18	4401.00	.00	ACH				
549584,586,698	06/21/18	8114 Materials		07/05/18	12168.00	.00	ACH				
549993	06/22/18	8100 Materials		07/05/18	3920.00	.00	ACH				
VENDOR TOTAL:					20489.00						
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.											
50013944-02	06/22/18	8058 Materials		07/05/18	2294.40	.00	ACH				
50013992-00	06/21/18	8093 Electrical supplies		07/05/18	316.33	.00	ACH				
60003587-00	06/21/18	8058 Materials		07/05/18	1275.00	.00	ACH				
VENDOR TOTAL:					3885.73						

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VENDOR: 809 HOWARD INDUSTRIES, INC.										
244024-725760	06/22/18	8011 Materials-Pole Mounts		07/05/18	4413.00	.00	ACH			
248386-723129	06/21/18	8026 Materials-Lights		07/05/18	8772.50	.00	ACH			
VENDOR TOTAL:					13185.50					
VENDOR: 818 HANCOCK EQUIP. & OIL CO.										
9743	06/21/18	8137 Supplies		07/05/18	255.00	.00	ACH			
VENDOR TOTAL:					255.00					
VENDOR: 1010 JT RAY COMPANY										
180615-0409	06/21/18	0 Copier service		07/05/18	57.90	.00	CHK			
VENDOR TOTAL:					57.90					
VENDOR: 1106 LESLIE DEAN										
743	06/21/18	0 Maintenance		07/05/18	750.00	.00	ACH			
VENDOR TOTAL:					750.00					
VENDOR: 1291 MAGNOLIA BUSINESS SYSTEMS										
32631	06/22/18	0 Printer		07/05/18	1495.49	.00	CHK			
VENDOR TOTAL:					1495.49					
VENDOR: 1361 M & M PROSAFETY SUPPLY										
02025	06/22/18	8127 Safety supplies		07/05/18	1321.82	.00	ACH			
VENDOR TOTAL:					1321.82					
VENDOR: 1400 NESCO										
S2247447.001	06/22/18	8072 Electrical supplies		07/05/18	3688.67	.00	ACH			
S2250253.001	06/21/18	8105 Uniforms		07/05/18	2256.62	.00	ACH			
S2252604, 2954	06/21/18	8131 Supplies		07/05/18	185.93	.00	ACH			
S2254570, 599, 719	06/22/18	8147 Electrical supplies		07/05/18	890.51	.00	ACH			
VENDOR TOTAL:					7021.73					

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VENDOR: 1406 NORTHEAST EXTERMINATING										
6/12/18	06/21/18	8136 Pest control		07/05/18	45.00	.00	ACH			
VENDOR TOTAL:					45.00					
VENDOR: 1525 OKTIBBEHA CO. CO-OP										
400087,400368	06/22/18	8139 Supplies		07/05/18	325.99	.00	ACH			
VENDOR TOTAL:					325.99					
VENDOR: 1531 MDR CONSTRUCTION, INC.										
29-22098	06/21/18	8138 Contractor		07/05/18	11717.00	.00	ACH			
29-22127	06/21/18	8143 Contractor		07/05/18	18300.00	.00	ACH			
VENDOR TOTAL:					30017.00					
VENDOR: 1623 POWERSTROKE EQUIPMENT SALES										
3054	06/21/18	8130 Parts		07/05/18	31.00	.00	ACH			
VENDOR TOTAL:					31.00					
VENDOR: 1662 PROGRAPHICS										
73400	06/21/18	8103 Decals		07/05/18	70.00	.00	CHK			
VENDOR TOTAL:					70.00					
VENDOR: 1679 PITNEY BOWES										
1007690385	06/21/18	0 Postage		07/05/18	120.00	.00	CHK			
VENDOR TOTAL:					120.00					
VENDOR: 1887 S & S LINE SERVICE										
1930-1931	06/21/18	0 ROW Clearing		07/05/18	6634.55	.00	ACH			
1932-1933	06/21/18	0 ROW Clearing		07/05/18	6413.60	.00	ACH			
VENDOR TOTAL:					13048.15					
VENDOR: 1891 S & K DOOR & SPECIALTY CO										
64701	06/21/18	8111 Repair service call		07/05/18	310.00	.00	CHK			
VENDOR TOTAL:					310.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 07/05/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 5
RUN DATE 06/26/18 11:22 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR:	1905		STARKVILLE AUTO PARTS									
5151-114497	06/21/18	8145	Parts		07/05/18	41.73	.00	CHK				
					VENDOR TOTAL:	41.73						
VENDOR:	1920		STARKVILLE FORD LINCOLN INC.									
005013	06/22/18	8140	Truck Purchase		07/05/18	28320.00	.00	ACH				
					VENDOR TOTAL:	28320.00						
VENDOR:	1940		STUART C. IRBY									
S010717238.004	06/21/18	8025	Materials		07/05/18	1289.00	.00	ACH				
					VENDOR TOTAL:	1289.00						
VENDOR:	1945		SULLIVAN'S									
35043, 058, 205	06/21/18	0	Office supplies		07/05/18	132.45	.00	ACH				
					VENDOR TOTAL:	132.45						
VENDOR:	1997		SOUTHEASTERN TESTING LAB									
365547	06/21/18	8144	Supplies		07/05/18	170.65	.00	ACH				
					VENDOR TOTAL:	170.65						
VENDOR:	1999		T & C SPECIALTY DISTRIBUTORS									
0016126-IN	06/21/18	8125	Cable		07/05/18	22838.47	.00	ACH				
					VENDOR TOTAL:	22838.47						
VENDOR:	2018		TRADE AMERICA									
22612, 22619	06/21/18	8120	Office supplies		07/05/18	471.89	.00	ACH				
					VENDOR TOTAL:	471.89						
VENDOR:	2037		TSE INTERNATIONAL INC									
414806, 414874	06/22/18	8121	Repair parts		07/05/18	2228.12	.00	CHK				
					VENDOR TOTAL:	2228.12						

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 07/05/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 6
RUN DATE 06/26/18 11:22 AM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 2040 TVPPA EDUCATION & TRAIN.										
99535	06/21/18	0 Education and training		07/05/18	500.00	.00	ACH			
VENDOR TOTAL:					500.00					
VENDOR: 2104 UPS										
12031F238	06/21/18	0 Postage		07/05/18	79.03	.00	CHK			
VENDOR TOTAL:					79.03					
VENDOR: 2120 YOUNG WELDING SUPPLY, INC.										
00333616	06/22/18	8150 Tank rental		07/05/18	50.78	.00	ACH			
VENDOR TOTAL:					50.78					
VENDOR: 2210 VERIZON WIRELESS										
9808194156	06/21/18	0 Phone bill		07/05/18	1816.20	.00	CHK			
VENDOR TOTAL:					1816.20					
VENDOR: 2300 WALMART COMMUNITY BRC										
6/12/18	06/21/18	8129 Supplies		07/05/18	19.90	.00	CHK			
6/16/18 STMT	06/22/18	0 Computer supplies		07/05/18	337.16	.00	CHK			
VENDOR TOTAL:					357.06					
VENDOR: 2303 WATERMARK PRINTERS										
11592	06/21/18	0 Office supplies		07/05/18	706.00	.00	ACH			
VENDOR TOTAL:					706.00					
VENDOR: 2327 WAUKAWAY DISTRIBUTORS, INC.										
44329	06/21/18	0 Water		07/05/18	39.75	.00	ACH			
VENDOR TOTAL:					39.75					
VENDOR: 9909786 EAST MS COMMUNITY COLLEGE										
18-0092	06/26/18	0 Industry Development Seminar		07/05/18	500.00	.00	CHK			
VENDOR TOTAL:					500.00					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 07/05/18 ACCOUNT 23200

UNPAID INVOICES

PAGE 7
RUN DATE 06/26/18 11:22 AM

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR: 9909868 JOHN ROGERS												
461848	06/26/18		0 Reimb medical expense		07/05/18	234.80	.00	ACH				
VENDOR TOTAL:						234.80						
VENDOR: 99009732 MS DEPT OF REVENUE												
6/22/18	06/22/18		0 Vehicle Tag		07/05/18	12.00	.00	CHK				
VENDOR TOTAL:						12.00						
GRAND TOTAL:						178900.65						



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 7/3/18
PAGE: 1

SUBJECT: Request permission to accept a Blue Cross & Blue Shield of Mississippi Foundation, Period of the Healthy Heros Program for the amount of \$44,647.00. The City would use funds to purchase Fitness equipment for an onsite fitness center at the Fire Department and to put in a walking Track at Fire Station 2. If awarded, this in a 100% grant, with no cost to the city.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

**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 allow The City of Starkville to accept a Blue Cross & Blue Shield of Mississippi Foundation, Period of the Healthy Heros Program for the amount of \$44,647.00 the grant is 100% reimbursable and there is no cost to the City.



**Blue Cross & Blue Shield of
Mississippi Foundation**

A Subsidiary of Blue Cross & Blue Shield of Mississippi.

3545 Lakeland Drive
Flowood, Mississippi 39232
www.healthiermississippi.org

Sheila B. Grogan, CPA
Executive Director

June 22, 2018

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

Dear Mayor Spruill:

The Blue Cross & Blue Shield of Mississippi Foundation Board of Directors approved a grant in the amount of \$44,647 for the City of Starkville to implement a second period of the Healthy Heroes Program.

The Grant Agreement used by the Foundation is a standard agreement that has been specifically approved by the Foundation Board. As such, the Foundation is not at liberty to make material changes to the Grant Agreement without Board approval. Enclosed are two originals of the Grant Agreement for your signature. After signatures are obtained on both documents, please send them back to me. I will forward an original to you with the grant award.

Thank you. We are proud to partner with the City of Starkville.

Best of health,

Sheila B. Grogan

Copy with enclosures to: Ms. Lesa Hardin, Chief Financial Officer, City of Starkville

Building a Healthy Mississippi.

Blue Cross & Blue Shield of Mississippi, A Mutual Insurance Company, and Blue Cross & Blue Shield of Mississippi Foundation are independent licensees of the Blue Cross and Blue Shield Association.



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: July 3, 2018
PAGE: 1 of 8

SUBJECT: Consideration of the approval of the facility use agreement with the Starkville Cowboys organization for use of an athletic field for their football and cheer programs.

AMOUNT & SOURCE OF FUNDING: None

FISCAL NOTE:

AUTHORIZATION HISTORY: None

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the Facility Use Agreement with the Starkville Cowboys organization for use of an athletic field for their football and cheer programs.

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

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

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect July 4, 2018 through June 30, 2019. The City will permit the User to use one multiuse field at J.L. King Park, address 400 N Long St, Starkville, Mississippi 39759 for the duration of the agreement, for the purposes of practices. While primary use by the User shall be at J.L. King Park, ("the Facility") for the duration of the agreement, for the purposes of practices. While primary use by the User shall be at J. L. King Park, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the J. L. King Park. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

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

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

- (a)** Fifteen and no/100 Dollars (\$15.00) per player.
- (b)** Five and no/100 Dollars (\$5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
- (c)** The User shall also pay the City a deposit of five-hundred and no/100 Dollars (\$500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

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

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

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

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

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

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

(a) Cleaning and stocking of restrooms

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

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

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

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

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

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities

associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000** for **personal injury, death, or property damage to the Facility out of any one occurrence**. **This insurance must name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS.** Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

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

ARTICLE III NON-DISCRIMINATION CLAUSE

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

ARTICLE IV USE OF FACILITY KEYS

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

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

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

ARTICLE VI SCHEDULE OF ACTIVITIES

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

- (d) Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

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

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

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

ARTICLE IX INDEMNIFICATION

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

ARTICLE X RELEASE

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

ARTICLE XIV MISCELLANEOUS TERMS

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

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

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

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

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

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

ATTACHMENTS

1. User's Certificate of Insurance

STARKVILLE COWBOYS FOOTBALL

CITY OF STARKVILLE

By:_____

By:_____

Printed Name:_____

Mayor

Date:_____

Title:_____

Date:_____

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Depl
PHONE (A/ C, No. Ext): 800-622-7370 | **FAX (A/ C, No):** 803-256-4017
E-MAIL ADDRESS: ayf@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
AMERICAN YOUTH FOOTBALL, INC. AND
AMERICAN YOUTH CHEER AS MEMBERS OF
Starkville Cowboys Pee wee Football & Cheer
c/ o Rodney D Johnson
1355 babylon road
Starkville, MS 39759

Application ID: 232976

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE COMPANY	
INSURER B: NATIONWIDE LIFE INSURANCE	
INSURER C: NATIONAL CASUALTY COMPANY	
INSURER D:	

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X		KRS0000007367500	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Ea occurrence) \$1,000,000 PREMISES MEDICAL PAYMENTS \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE NONE PRODUCTS- COMP/ OP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON- OWNED AUTOS			KKO0000007367700	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ SEXUAL ABUSE / MOLESTATION			KRS0000007367500	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS- MADE ☐ DEDUCTIBLE ☐ RETENTION			N/ A	N/ A	N/ A	EACH OCCURRENCE N/ A AGGREGATE N/ A
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/ A			☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EOMLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			JXS0000028121800	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EXCESS MEDICAL \$100,000 DEATH + SPECIFIC LOSS \$10,000 DEDUCTIBLE \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: COVERED SPORTS NOTE: The maximum number of players cannot exceed 36 players per team. Tackle Football - Ages 9 & Under (1 teams), Tackle Football - Ages 12 & Under (1 teams), Cheer / Dance / Step / Majorette Squads / Inspiration - Class 1 (no charge) (1 teams)
The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

CANCELLATION

RELATIONSHIP:
Property Owner/ Lessor

Starkville Parks and Recreation
405 Lynn Lane
Starkville, MS 39759

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE (company A)

Scott Furbush

AUTHORIZED REPRESENTATIVE (company B)

John S. Sadler

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
KRS0000007367500	06/14/2018	Starkville Cowboys Peewee Football & Cheer	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED OWNERS AND/ OR LESSORS OF PREMISES, SPONSORS OR CO- PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The policy is amended to include as an additional Insured any person or organization of the types indicated by an "X" in any boxes shown below, but only with respect to liability arising out of your operations:

- ☒ Owners and/ or lessors of the premises leased, rented, or loaned to you, subject to the following additional exduisions:
- a. This insurance applies only to an "occurrence" which takes place while you are a tenant in the premises;
 - b. This insurance does not apply to "bodily injury" or "property damage" resulting from structural alterations, new construction or demolition operations performed by or on behalf of the owner and/ or lessor of the premises;
 - c. This insurance does not apply to liability of the owners and/ or lessors for "bodily injury" or "property damage" arising out of any design defect or structural maintenance of the premises or loss caused by a premises defect.

With respect to any additional insured included under this policy, this insurance does not apply to any negligence of such additional insured.

- ☒ Sponsors
☒ Co- Promoters
☒ Any individual person(s) or organization(s) listed below
**COACHES, OFFICIALS AND VOLUNTEERS
WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES
FOR THE INSURED.**

KR- GL-56 (4-07)



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

AGENDA ITEM DEPT.: Park and Recreation Dept.
AGENDA DATE: July 3, 2018
PAGE: 1 of 7

SUBJECT: Consideration of the approval of the facility use agreement with the Starkville Saints organization for use of an athletic field for their football and cheer programs.

AMOUNT & SOURCE OF FUNDING: None

FISCAL NOTE:

AUTHORIZATION HISTORY: None

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, glogan@starkvilleparks.com, 662-323-2294

SUGGESTED MOTION:

Move approval of the Facility Use Agreement with the Starkville Saints organization for use of an athletic field for their football and cheer programs.

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

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

**ARTICLE I
GENERAL TERMS**

1.01 This Agreement shall be in effect July 5, 2018 through June 30, 2019. The City will permit the User to use one soccer field located at the Starkville Sportsplex, address 405 Lynn Lane, Starkville, Mississippi 39759 ("the Facility") for the duration of the agreement, for the purposes of practices. While primary use by the User shall be at the Starkville Sportsplex, if necessary, other fields or facilities may be used, including fields or facilities at locations other than the Starkville Sportsplex. The City shall have the option to immediately terminate this Agreement at any time with or without cause.

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

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

- (a) Fifteen and no/100 Dollars (\$15.00) per player.
- (b) Five and no/100 Dollars (\$5.00) per player for individuals that show proof of financial hardship. This provision would be on a player-by-player basis and User is responsible for collecting this proof.
- (c) The User shall also pay the City a deposit of five-hundred and no/100 Dollars (\$500.00). This deposit shall be credited towards the final payment if no damage to the facility occurs. If damage does occur, the amount needed to repair the damage will be deducted from the deposit and the remaining balance will be applied towards the final payment. If damage repair cost exceeds the deposit amount, the remaining amount above the deposit will be billed to the user.

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

- (a) Picking up ground litter from Facility, including fields and surrounding areas, prior to leaving after each use of the Facility
- (b) Paying for all damages related to and arising out of use of the Facility by the User

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

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

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

(a) Cleaning and stocking of restrooms

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

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

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

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

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

1.10 The User acknowledges decisions regarding field usage priority for other user groups is at the City's discretion.

ARTICLE II INSURANCE REQUIREMENTS

2.01 During the term of this Agreement, the User shall procure and maintain, at its sole cost and expense, a General Liability insurance policy for injuries to persons or damages to property that may arise from or in connection with the use of the Facility and the activities associated with the use of the Facility by the User, its agents, representatives, participants, attendees, employees, and volunteers for limits of not less than **\$1,000,000 for personal injury, death, or property damage to the Facility out of any one occurrence. This insurance must**

name the City of Starkville, MS as an additional insured under the policy and contain a waiver of subrogation in favor of the City of Starkville, MS. Only insurance carriers licensed and authorized to do business in the state of Mississippi will be accepted. The User's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officials, agents, employees or volunteers shall be considered secondary and in excess of the User's insurance and shall not contribute to it.

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

ARTICLE III NON-DISCRIMINATION CLAUSE

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

ARTICLE IV USE OF FACILITY KEYS

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

ARTICLE V REPAIRS AND DAMAGES TO FACILITIES

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

ARTICLE VI SCHEDULE OF ACTIVITIES

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

- (d)** Any requested changes to the facility usage schedules submitted to the City shall be forwarded and approved prior to taking effect.

ARTICLE VII SAFETY PROCEDURES

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

ARTICLE VIII CRIMINAL BACKGROUND CHECKS

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

ARTICLE IX INDEMNIFICATION

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

ARTICLE X RELEASE

The User hereby releases, relinquishes and discharges the City, its officers, agents, employees and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and

any loss of or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the User's use of the Facility whether or not said claims, demands, or causes of action are covered in whole or in part by insurance.

**ARTICLE XIV
MISCELLANEOUS TERMS**

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

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

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

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

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

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

ATTACHMENTS

1. User's Certificate of Insurance

STARKVILLE SAINTS FOOTBALL

CITY OF STARKVILLE

By: _____

By: _____

Printed Name: _____

Mayor

Date: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
SADLER & COMPANY, INC.
P.O. BOX 5866
COLUMBIA, SOUTH CAROLINA 29250-5866

CONTACT NAME: Sports Dept
PHONE (A/C, No. Ext): 803-622-7370 FAX (A/C, No.): 803-258-4017
E-MAIL ADDRESS: ayf@sadlersports.com
PRODUCER CUSTOMER ID#:

INSURED
AMERICAN YOUTH FOOTBALL, INC. AND
AMERICAN YOUTH CHEER AS MEMBERS OF
Starkville Saints
c/o Fred Tate
2201old hwy 25 south
STARKVILLE, MS 39759

Application ID: 234194

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE COMPANY	
INSURER B: NATIONWIDE LIFE INSURANCE	
INSURER C: NATIONAL CASUALTY COMPANY	
INSURER D:	

COVERAGES

CERTIFICATE NUMBER

REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X		KRS0000007367600	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EACH OCCURRENCE \$2,000,000 DAMAGE TO PREMISES RENTED TO YOU (Ex occurrence) \$1,000,000 PREMISES MEDICAL PAYMENTS \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE NONE PRODUCTS - COMP/DP AGG \$2,000,000 LEGAL LIAB TO PARTICIPANTS \$2,000,000
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ RENTED AUTOS ☒ NON-OWNED AUTOS			KKO0000007367700	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	COMBINED SINGLE LIMIT (Ex Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ SEXUAL ABUSE / MOLESTATION ☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION			KRS0000007367600	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION			XKS0000007367800	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	PARTICIPANT ACCIDENT			JXS0000028121800	12:01AM ET 06/30/2018	12:01AM ET 06/30/2019	EXCESS MEDICAL \$100,000 DEATH + SPECIFIC LOSS \$10,000 DEDUCTIBLE \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: COVERED SPORTS NOTE: The maximum number of players cannot exceed 36 players per team. Tackle Football - Ages 12 & Under (1 team), Cheer / Dance / Step / Majorette Squads / Inspiration - Class 1 (no change) (1 team)

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

CERTIFICATE HOLDER

RELATIONSHIP:

Sponsor

Starkville Parks and Recreation
110 west main street
405 Lynn lane
STARKVILLE, MS 39759

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE (company A)

AUTHORIZED REPRESENTATIVE (company B)

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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

AGENDA ITEM DEPT.: Park and Recreation
AGENDA DATE: July 3, 2018
PAGE: 1 of 6

SUBJECT: Request permission to allow Gerry Logan to attend National Recreation and Park Association Conference in Indianapolis, Indiana on September 24-28, 2018 with advance travel not to exceed \$113.

AMOUNT & SOURCE OF FUNDING: Funds will be expended from the General Fund 001-550-501-220 MISC SUPPLIES/TRAVEL.

FISCAL NOTE: Gerry was one of four individuals in the nation selected for the 2018 Externship Program by the American Academy for Park and Recreation Administration, which covers conference registration and up to \$1,000 in travel reimbursement. The hotel, flight and per diem cost exceeds the \$1,000 allotted, which is the reason for a request for the city to cover per diem during the conference.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Parks and Recreation

**DIRECTOR'S
AUTHORIZATION:** Gerry Logan

FOR MORE INFORMATION CONTACT: Gerry Logan, (662) 323-2294, glogan@starkvilleparks.com

SUGGESTED MOTION:

Move approval of permission for Gerry Logan to attend the NRPA Conference in Indianapolis, Indiana on September 24-28, 2018.



Gerry Logan <glogan@starkvilleparks.com>

RE: Congratulations on Your Selection as an Academy Extern

Foelsch Bill <bfoelsch@morristwp.com>

Sat, Jun 16, 2018 at 3:07 PM

To: "Gerry Logan (glogan@starkvilleparks.com)" <glogan@starkvilleparks.com>

Cc: Linda Kotowski <lkotowski@att.net>, "Cindi Wight (cwight@burlingtonvt.gov)" <cwight@burlingtonvt.gov>, "Rick Herold (rherold@gptx.org)" <rherold@gptx.org>, "Elizabeth Kessler (EKessler@MCCDistrict.org)" <EKessler@mccdistrict.org>, "dirkrichwine@aol.com" <dirkrichwine@aol.com>

Hello Gerry,

Congratulations again! You have been selected for the American Academy for Park and Recreation Administration (AAPRA) 2018 Young Professional Externship program. Your application and supporting materials showed that you are on your way to a very fulfilling and outstanding career in the Park & Recreation profession.

As part of the program you are matched with a mentor. This is a mentorship leading up to the conference and through the conference.

Your mentor is Dirk Richwine of Parker, Colorado. His contact information is DirkRichwine@aol.com and phone # is 702-321-7861.

You have been matched with an outstanding mentor and I have no doubt that the two of you will benefit from the experience.

For the third year in a row we have also taken advantage of a buddy program where past externs are integrated into the mentor process. We are pleased to let you know that your Extern Buddy will be James Worsley, Director of the Chesterfield County, Virginia, Parks and Recreation Department.

There are several required activities as part of the program. There will be an **Externship Reception** for new and past externs and some Academy leaders. The tentative time for the event is **5:00 – 7:00 PM on Monday, September 24**. The **General Membership Meeting** for the Academy is **Tuesday, September 25 from 2:30 – 4:30 PM**. You will be recognized at the meeting and have a chance to say a few words. The Academy Board of Directors meeting is on Tuesday, September 25 at 1:00 pm and Externs are also invited to attend that meeting.

The Academy's **Annual Banquet** will be held on **Wednesday September 26** where you are one of our honored guests. The banquet starts at 6:00 p.m. and ends at approximately 9:00 p.m. It is business casual for the business meeting and then a step up in dress for the Banquet. For the banquet, the men are generally wearing a sport coat and tie and the women with either trousers and jacket or a dress.

New for 2018 – we have developed an [AAPRA Young Professional Externship Manual](#) that will hopefully give you a thorough background on the program and answer many of your logistical questions. Please make sure you review this document carefully.

During the conference you may be interested in attending some of the NRPA Young Professional Network events. We have been provided the following information about those events:

YPN Retreat on Monday, September 24th at 6pm – We recognize this is at the same time as the Extern Reception, but our externs can attend Reception

at 5:00 pm and then head over to the Retreat.

YPN Scholarship and Fellowship Breakfast on Tuesday morning

YPN General Membership Meeting on Wednesday at 2:30pm

YPN Social- Wed Time TBA

Once the conference concludes you will need to send a follow up report. Please touch on the following: 1) Overview of activities at conference; 2) What you gained from the program; 3) Strengths and weaknesses of program; and 4) Suggestions for improvement. The summary is due by November 1, 2018. Please send it to bfoelsch@morristwp.com. If you flew in for the conference the plane ride back is an excellent time for reflection and writing your report.

We will be hosting a conference call of all Externs, Mentors and Buddies a little bit later this summer where the Externship experience will be reviewed and expectations covered.

Expense Reimbursement - Each intern will be reimbursed for an NRPA member **Early Bird Young Professional Package Registration** (\$455.00), plus up to **\$1,000.00** in travel and lodging expenses for the NRPA Conference.

For reimbursement of expenses please contact Andee Chestnut, Executive Secretary and Treasurer for the Academy. Andee's contact information is:

Email: info@aapra.org

Andee Chestnut, Executive Secretary/Treasurer: 217-840-2009

We recommend that you closely review the "Advice and Insights from Academy Members" in the Extern Manual for some tips on making the most of your externship experience. I hope you enjoy reading through them.

Congratulations again and please do not hesitate to reach out if you have any questions.

Sincerely,

Bill Foelsch

For the AAPRA Externship Recruitment & Selection Sub-Committee

c/o Morris Twp. NJ Parks & Recreation Dept.

Tel. 973-326-7371

SCHEDULE AT A GLANCE

REGISTRATION HOURS

Sunday, September 23

12:00 p.m. – 5:00 p.m.

Monday, September 24

7:30 a.m. – 5:00 p.m.

Tuesday, September 25

7:30 a.m. – 6:30 p.m.

Wednesday, September 26

7:30 a.m. – 6:30 p.m.

Thursday, September 27

7:30 a.m. – 3:00 p.m.

EXHIBIT HALL HOURS

Tuesday, September 25

10:30 a.m. – 5:00 p.m.

Wednesday, September 26

10:30 a.m. – 3:00 p.m.

Disclaimer: Due to unforeseeable circumstances, this information may change after printing.

MONDAY, SEPTEMBER 24 (PRE-CONFERENCE)

8:00 a.m. – 5:00 p.m.	Local Host Off-Site Institutes
8:00 a.m. – 5:00 p.m.	Pre-Conference Workshops
8:30 a.m. – 3:45 p.m.	Marketing Certificate Program
8:30 a.m. – 3:45 p.m.	Leadership Certificate Program
8:30 a.m. – 4:00 p.m.	NRPA's Playground Maintenance Course
9:00 a.m. – 11:00 a.m.	Board of Directors Meeting
12:00 p.m. – 6:00 p.m.	Local Host Golf Tournament
12:30 p.m. – 6:00 p.m.	Local Host Adventure Outing
8:00 p.m. – 9:30 p.m.	Gold Medal Reception <i>(By Invitation Only)</i>

TUESDAY, SEPTEMBER 25

9:00 a.m. – 10:30 a.m.	Opening General Session
10:30 a.m. – 5:00 p.m.	Exhibit Hall Open
1:00 p.m. – 5:25 p.m.	Education Sessions
1:00 p.m. – 5:00 p.m.	Mobile Workshops
1:00 p.m. – 5:15 p.m.	Local Host Off-Site Institutes
5:00 p.m. – 6:30 p.m.	Student Pep Rally
6:30 p.m. – 8:30 p.m.	Opening Reception: Bankers Life Fieldhouse <i>(Sponsored by: GameTime)</i>

WEDNESDAY, SEPTEMBER 26

9:00 a.m. – 10:00 a.m.	General Session
10:30 a.m. – 3:00 p.m.	Exhibit Hall Open
11:30 a.m. – 1:30 p.m.	Exhibit Hall Luncheon
2:30 p.m. – 5:30 p.m.	Education Sessions
2:30 p.m. – 4:45 p.m.	Mobile Workshops
6:30 p.m. – 7:30 p.m.	Best of the Best Awards Ceremony

THURSDAY, SEPTEMBER 27

7:00 a.m. – 9:00 a.m.	Local Host 5k Fun Run/Walk
7:00 a.m. – 9:00 a.m.	Local Host Canal Water Paddle
8:00 a.m. – 9:30 a.m.	Education Speed Sessions
9:45 a.m. – 4:00 p.m.	Workshops & Summits
9:45 a.m. – 4:15 p.m.	Education Sessions
8:00 a.m. – 5:00 p.m.	Local Host Off-Site Institutes
12:00 p.m. – 1:30 p.m.	Ethnic Minority Society Luncheon

TRAVEL EXPENSE VOUCHER/REIMBURSEMENT

CITY OF STARKVILLE

CITY HALL

NAME:	Gerry Logan
DATE:	September 24-28, 2018
DEPARTMENT:	Parks and Recreation
FUND:	General
PURPOSE OF TRIP:	National Recreation and Park Association Conference

TOTAL OF TRAVEL BREAKDOWN

MEALS:	\$ 113.00
TRAVEL (POV):	miles x per mile = \$
TRAVEL (COV):	
HOTEL:	\$
(Registration:	\$ 0)
TOTAL	\$ 113.00

EMPLOYEE SIGNATURE

DEPARTMENT HEAD

MEAL BREAKDOWN

DATE	BREAKFAST	LUNCH	DINNER	INCIDENTALS	TOTAL
9-24-18 Monday	\$11.00	\$12.00	0	\$5.00	\$28.00
9-25-18 Tuesday	0	0	\$ 23.00	0	\$23.00
9-26-18 Wednesday	\$11.00	0	0	0	\$11.00
9-27-18 Thursday	\$11.00	\$12.00	0	0	\$23.00
9-28-18 Friday	\$11.00	\$12.00	0	\$5.00	\$28.00
TOTAL:	\$44.00	\$36.00	\$23.00	\$10.00	\$113.00

MILEAGE TRAVELED IF REQUESTING REIMBURSEMENT

DATE	STARTING POINT	ENDING POINT	MILES TRAVELED	RATE PER MILE	AMOUNT TOTAL
TOTAL:					\$



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 07/3/2018
PAGE: 1 of 7

SUBJECT: REQUEST AUTHORIZATION TO ENTER A LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MISSISSIPPI FOR TWO HARLEY DAVIDSON MOTORCYCLES.

AMOUNT & SOURCE OF FUNDING: 001-201-635-367
\$350.00 PER MONTH, PER UNIT TO BE BILLED AND PAID QUARTERLY.

Two quotes received on two police motorcycles for two years:
Harley-Davidson of Central Mississippi: \$ 8,400.00
Chunky River Harley-Davidson: \$ 10,800.00

FISCAL NOTE: THIS WILL BE A TWO YEAR LEASE TERM FOR TWO 2018 POLICE MOTORCYCLES FROM HARLEY DAVIDSON OF CENTRAL MISSISSIPPI. THE TWO CURRENT UNITS WILL BE RETURNED AND REPLACED WITH TWO NEW UNITS WITH NEW WARRANTIES.

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Starkville Police Dept.

**DIRECTOR'S
AUTHORIZATION:** R. Frank Nichols
Chief of Police
662-323-2700

FOR MORE INFORMATION CONTACT:

SUGGESTED MOTION:

MOTION TO APPROVE THE LEASE AGREEMENT WITH HARLEY DAVIDSON OF CENTRAL MISSISSIPPI FOR TWO HARLEY DAVIDSON MOTORCYCLES AT THE RATE OF \$350.00 PER MONTH, PER UNIT.

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the _____ day of _____ 20__, by and between Harley-Davidson of Central Mississippi, 3509 1-55 South, Jackson, Mississippi 39212, herein after referred to as "Dealer or Lessor, and The City of Starkville , herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms 39759 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESS ETH:

1 TERM OF LEASE: The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such intent no later than thirty {30} days prior to the end of this agreement. Vehicles can also be purchased at the end of lease.

2 PAYMENT: Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Three Hundred Fifty dollars (\$350.00), per month per vehicle to commence on the _____ day of _____ , 20____ , and to continue thereafter on a quarterly basis until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.

3 MISCELLANEOUS: Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the installation or removal of a police package, the cost of said package to be in the amount of \$ _____ N/A _____ per vehicle.

4 MAINTENANCE, REPAIRS and OPERATING EXPENSES: Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicles(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicles(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s). Any and all invoices or copies of the

original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. USE and SUBLEASING: Lessee agrees the vehicle(s) **(A)** will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; **(B)** will be keep free of all fines, liens and encumbrances; **(C)** will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and **(D)** will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicles(s) at the sole expense of the Lessee.

6. INSURANCE: During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Harley-Davidson of Central Mississippi, 3509 1-55 South, Jackson, Mississippi 39212, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. NOTICE of ACCIDENTS and COOPERATION: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. INDEMNIFICATION: Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. LIMITATION of LIABILITY: Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicle(s). In particular, Lessor makes no express warranties of vehicle condition,

merchantability, durability or fitness for a particular purpose of use covering the vehicle(s), and Lessor expressly disclaims any such warranties.

10. RETURN of THE VEHICLE(S): At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s) .

12. The parties hereto agree that this agreement is entered into in the First Judicial District of Hinds County, Mississippi, and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the _____ day of _____, 20_____ .

HARLEY DAVIDSON IOF CENTRAKL MISSISSIPPI

By: _____

Homer Orr, Manager Police/
Fleet Sales and Leasing

Office/Lessee

By: _____

Title: _____

MOTORCYCLE LEASE AGREEMENT

This Lease Agreement (the "lease") is made and entered into this the _____ day of _____ 20__, by and between Chunky River Harley-Davidson, 584 Bonita Lakes Drive, Meridian, Mississippi 39301, herein after referred to as "Dealer or Lessor, and The City of Starkville, herein after referred to as "the Office or Lessee", whose address is 110 West Main Street, Starkville, Ms 39759 for the lease of Harley Davidson Police Motorcycle(s), herein after referred to as "the vehicle(s)" for use by the Office/Lessee's authorized and licensed employees in the performance of their police related/law enforcement duties. An addendum hereto contains the vehicle identification number(s) for the leased vehicle(s).

WITNESSETH:

1. TERM OF LEASE: The term of this Lease shall be for a period of 24 months, commencing when the leased vehicles are picked up from the Dealer by Lessee and properly signed for and received by the Lessee. At the end of this agreement, upon mutual consent of the parties hereto, the vehicles may be replaced with the newest model available. Lessee shall have the right to extend the term of this Lease, provided that Lessor agrees, upon the same terms and conditions as provided herein. In the event the Lessee elects to exercise its option to renew the terms herein, then Lessee shall notify in writing of such Intent no later than thirty (30) days prior to the end of this agreement. Vehicles can also be purchased at the end of lease.

2. PAYMENT: Lessee shall pay to Lessor at the above stated address a monthly lease payment for said vehicle(s) in the amount of Four Hundred Fifty dollars (\$45.00), per month per vehicle to commence on the _____ day of _____, 20__, and to continue thereafter on a quarterly basis until the termination of this agreement. In the event the Lessee is subject to a budgetary constraint, Lessor would at said time consider an alternative payment plan upon written notice to Lessor by Lessee, and an explanation in writing of said budgetary constraints.

3. MISCELLANEOUS: Lessee agrees to pay for all official fees in connection with the certificate of title, registration and license fees and any applicable taxes for the leased vehicle(s). Lessor agrees to waive all charges with respect to freight and dealer prep of the vehicle(s) except those cost associated with the Installation or removal of a police package, the cost of said package to be in the amount of \$ N/A per vehicle.

4. MAINTENANCE, REPAIRS and OPERATING EXPENSES: Lessee is responsible for and agrees to pay for all maintenance and repairs to keep the vehicles in good working order and condition and other expenses associated with operating the vehicle(s). Lessee agrees to service the vehicle(s) according to the vehicle(s) according to the manufacturer's recommendations as outlined in the owner's manual for the vehicle(s), and as requested by the manufacturer in any recall campaign. Lessee's use or repair of the vehicle(s) must not invalidate any warranty. There are no mileage restrictions placed on the leased vehicle(s). Any and all invoices or copies of the

original invoices for services performed anywhere other than the leasing dealer, must be presented to the leasing dealer within (7) working days of the invoice by fax or mail. The leasing dealer shall perform all warranty repairs.

5. USE and SUBLEASING: Lessee agrees the vehicle(s) (A) will be operated by authorized licensed drivers employed by the Lessee as law-enforcement officers; (B) will be kept free of all fines, liens and encumbrances; (C) will not be used illegally, improperly, for hire or contrary to the manufacturer's recommendations; and (D) will not be altered, marked or have equipment installed on them without Lessor's consent. Lessor does consent to have Lessee install police equipment and police decals, to be properly removed at the end of the lease term and the time of turn in of vehicle(s) at the sole expense of the Lessee.

6. INSURANCE: During the term of the Lease, Lessee must maintain public liability and physical damage insurance on the vehicle(s) that covers both Lessee and Lessor. Chunky River Harley-Davidson, 584 Bonita Lakes Drive, Meridian, Mississippi 39301, must be listed as Lienholder of each vehicle. Lessee agrees that the Department's own liability and personal injury protection Insurance will provide primary insurance coverage up to its full policy limits. Lessor must be named as "additional insured" and "loss payee" on Department's insurance policy. Lessee will provide Lessor with evidence of this insurance within (5) business days of the date of this lease agreement. Lessee's insurance policy must provide that Lessor will be notified in writing at least ten (10) days before the insurance is cancelled or coverage altered and that Lessor, or its representatives, may have full access to any claim file in the event of an insurable loss.

7. NOTICE of ACCIDENTS and COOPERATION: Lessee agrees to cooperate fully with Lessor and any insurance company in the investigation and defense of any and all claims arising from their possession and use of the vehicle(s). Lessee will make a complete report to Lessor within 48 hours after any accident, theft, or loss involving the vehicle(s).

8. INDEMNIFICATION: Lessee agrees, to the extent permitted by state law, to indemnify and hold Lessor, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessee.

Lessor agrees, to the extent permitted by state law, to indemnify and hold Lessee, its affiliates, assignees, officers, agents and employees harmless from all losses, liability, damages, injuries, claims, demands and expenses, including attorney's fees, arising out of the use of the vehicle(s) while in the care, custody or control of the Lessor when said vehicle(s) is being serviced and/or repaired by Lessor.

9. LIMITATION of LIABILITY: Lessor shall not be liable for any indirect or consequential damages or inconvenience which may result to Lessee from any damages to, or defect in, the vehicle(s) for the time needed to repair or service the vehicle(s). Monthly lease payments shall continue and not be reduced or delayed during this time. Lessor makes no express warranties covering the vehicle(s). In particular, Lessor makes no express warranties of vehicle condition,

merchantability, durability or fitness for a particular purpose of use covering the vehicle(s), and Lessor expressly disclaims any such warranties.

10. RETURN of THE VEHICLE(S): At the end of the Lease, the Office/Lessee shall return the vehicle(s) to Lessor in good condition, without damage, excessive wear or use and with all original equipment installed by the manufacturer. The Office/Lessee shall pay any and all charges to return vehicle(s) to proper and safe condition as deemed necessary in the sole determination of the Lessor.

11. Vehicle(s) must be picked up and returned by Lessee, whose representative is authorized for signing for the pick up and return and/or repairs to vehicle(s).

12. The parties hereto agree that this agreement is entered into in the Tenth Judicial District Court of Lauderdale County and that all terms and conditions hereto shall be determined by the laws of the State of Mississippi, and in the event any term is declared null and void, the remainder of this agreement shall not be effected thereby.

13. The authorized representative of the Office/Lessee declares hereto that he/she is authorized to enter into this agreement on behalf of the Office/Municipality/Sheriff's Office, and/or State Agency entering into this agreement.

This the _____ day of _____ 20____.

Chunky River Harley-Davidson

By: _____

Jamey Randall, Manager
Police/ Fleet Sales and Leasing

Office/Lessee

By: _____

Title: _____





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

AGENDA ITEM NO:
AGENDA DATE: July 3, 2018
PAGE: 1 of 1

SUBJECT: Request authorization for Terry Kemp to travel and attend the Seven States Power Corp. Board meeting and Follow up meeting on July 15-17, 2018, in Chattanooga, TN.

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 ext. 101

SUGGESTED MOTION:

Move approval for Terry Kemp to travel and attend the Seven States Power Corp. Board meeting and Follow up meeting on July 15-17, 2018, in Chattanooga, TN.
