



OFFICIAL ELECTRONIC PACKET

CITY OF STARKVILLE, MISSISSIPPI
July 17, 2018

Mayor
D. Lynn Spruill

Vice Mayor
Roy A. Perkins

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

City Attorney
Chris Latimer

City Clerk / CFO
Lesa Hardin

Technology Director
Joel Clements, Jr.

Utilities General Manager
Terry Kemp



Police Chief
R. Frank Nichols

Fire Chief
Charles Yarbrough

**Human Resources
Director**
Navarrete Ashford

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

City Engineer
Edward Kemp

Court Clerk
Shalonda Sykes

**Interim Park and
Recreation Director**
Gerry Logan

**Sanitation and
Environmental Services
Director**
Calvin Ware

Airport Director
Rodney Lincoln

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

RECESS MEETING OF TUESDAY, JULY 17, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET

Alderman David Little is scheduled to appear telephonically

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 19, 2018 RECESS MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

CONSIDERATION OF THE MINUTES OF THE JUNE 29, 2018 WORK SESSION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

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

V. ANNOUNCEMENTS AND COMMENTS

A. MAYOR'S COMMENTS:

B. BOARD OF ALDERMEN COMMENTS:

VI. CITIZEN COMMENTS

VII. PUBLIC APPEARANCES

VIII. PUBLIC HEARING

A. SECOND PUBLIC HEARING AND CONSIDERATION OF 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) 44CFR REQUIREMENTS.

IX. MAYOR'S BUSINESS

A. CONSIDERATION OF BECOMING AN AFFILIATE WITH THE WILDFLOWER TRAILS OF MISSISSIPPI PROGRAM AND ESTABLISHING WILDFLOWER TEST AREAS WITHIN THE RIGHT-OF-WAY OF STARKVILLE, MISSISSIPPI.

X. CLOSED DETERMINATION SESSION

XI. OPEN SESSION

XII. EXECUTIVE SESSION

A. PERSONNEL

XIII. OPEN SESSION

XIV. BOARD BUSINESS

A. CONSIDERATION OF APPOINTMENT OF DIRECTOR OF PARKS AND RECREATION.

B. DISCUSSION AND CONSIDERATION FOR UPDATING THE RESIDENTIAL PARKING REQUIREMENTS OF THE ZONING ORDINANCE.

XV. 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 CONTRACT BETWEEN THE CITY OF STARKVILLE AND THE CARL SMALL TOWN CENTER /MISSISSIPPI STATE UNIVERSITY TO COMPLETE A DOWNTOWN STARKVILLE DESIGN PROJECT.

b. CONSIDERATION OF THE APPOINTMENT OF PETE MELBY, THE SOLE APPLICANT, FOR THE VACANCY ON THE STARKVILLE TREE ADVISORY BOARD FOR A FOUR-YEAR TERM TO BEGIN ON JULY 18, 2018.

c. DISCUSSION AND CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER-MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

- d. RESOLUTION GIVING THE CONSULTING FIRM OF FARMER – MORGAN THE AUTHORIZATION TO FILE A BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT APPLICATION FOR THE CITY.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF APPROVAL OF THE ARC MILL STREET IMPROVEMENT PROJECT, ACCEPTING THE LOW BID FROM PHILLIPS CONTRACTING AND AUTHORIZATION FOR THE MAYOR TO EXECUTE A CONTRACT CONTINGENT UPON APPROVAL OF ARC FUNDING.
2. CONSIDERATION OF APPROVAL OF ADDITIONAL LOCAL MATCHING FUNDS TOTALING \$7,894 FOR THE APPALACHIAN REGIONAL COMMISSION (ARC) MILL STREET IMPROVEMENT PROJECT.
3. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE CARVER DRIVE AND LONG STREET INTERSECTION.
4. CONSIDERATION OF INSTALLATION OF AN ALL WAY STOP AT THE WILLOW ROAD AND SYCAMORE ROAD INTERSECTION.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JULY 10, 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 ACCEPTANCE OF JUNE FINANCIAL REPORTS.
3. CONSIDERATION OF LOW BID FROM TRUSTMARK CORPORATION IN THE AMOUNT OF \$193,500 OVER SIX YEARS AT 3.43% INTEREST FOR THE LEASE PURCHASE OF A JCB 110W RUBBER TIRE EXCAVATOR TO BE USED BY STARKVILLE STREET DEPT.

F. FIRE DEPARTMENT

1. REQUEST PERMISSION TO PURCHASE WORK OUT EQUIPMENT FROM ROGUE EQUIPMENT, THE LOWER AND BEST QUOTE, FOR FIRE STATION 2, IN THE AMOUNT OF \$23,975.43 WITH FUNDS FROM THE BLUE CROSS BLUE SHIELD HEALTHY YOU GRANT AT NO COST TO THE CITY.
2. REQUEST PERMISSION TO PURCHASE A SCBA EQUIPMENT FROM SUNBELT FIRE TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF \$7,387.89, AT STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.
3. REQUEST PERMISSION TO PURCHASE A SCBA COMPRESSOR SYSTEM FROM CENTRAL ALABAMA TRAINING SOLUTION TO REPLACE OBSOLETE AND FAILING COMPRESSOR SYSTEM, IN THE AMOUNT OF \$61,255.00, STATE CONTRACT PRICE, WITH FUNDS FROM THE FEMA FIREFIGHTER ASSISTANT GRANT.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE WILL SIMON AND CAITLIN HOLZUM AS A CERTIFIED POLICE OFFICERS FOR THE STARKVILLE POLICE DEPARTMENT.
2. REQUEST AUTHORIZATION TO HIRE KRIS KEEL AS THE OFFICE MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.
3. REQUEST AUTHORIZATION TO ADVERTISE FOR A MAINTENANCE WORKER IN THE SANITATION/ENVIRONMENTAL SERVICES DEPARTMENT.
4. REQUEST AUTHORIZATION TO ADVERTISE FOR THE ACCOUNTING MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.
5. CONSIDERATION OF APPROVAL TO SELECT TYLER EXCUTIME AS SOLE SOURCE COMPATIBLE SOFTWARE WITH CURRENT PAYROLL AT A COST OF \$40,589.00 AND FRONTLINE AS THE LOWER QUOTE FOR JOB APPLICATION AND SCHEDULING SOFTWARE AT A COST OF \$10,700.00.

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.

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 APPROVAL TO ACCEPT THE LOWEST AND BEST BIDS RECEIVED FOR THE JULY 1, 2018 THROUGH DECEMBER 31, 2018 SOURCE OF SUPPLY LISTING FOR STARKVILLE UTILITIES – WATER DIVISION.

XVI. CLOSED DETERMINATION SESSION

XVII. OPEN SESSION

XVIII. EXECUTIVE SESSION

- A. PERSONNEL
- B. PENDING LITIGATION

XIX. OPEN SESSION

XX. ADJOURN UNTIL AUGUST 7, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 7-17-18
PAGE: 1 of several

SUBJECT: Request approval of the minutes of the June 19, 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 19, 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 19, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on June 19, 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 Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Aldermen Ben Carver attended telephonically. 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 then asked for any revisions to the Official Agenda.

REQUESTED REVISIONS TO THE OFFICIAL AGENDA:

Mayor Spruill asked that Item XI. B. 2. a. be removed: CONSIDERATION OF CHOOSING THE QUALIFICATIONS OF THE CONSULTING FIRM FARMER-MORGAN TO COMPLETE AND APPLY FOR US DEPARTMENT OF TRANSPORTATION BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) AND APPALACHIAN REGIONAL COMMISSION GRANTS FOR IMPROVEMENTS TO THE DR. MARTIN LUTHER KING, JR. DRIVE/HIGHWAY 182 CORRIDOR.

Mayor Spruill asked that Item IX. C. be added: CONSIDERATION OF APPLYING FOR, AND ACCEPTING IF AWARDED, A MISSISSIPPI ENVIRONMENTAL INFRASTRUCTURE RESOURCE PROTECTION AND DEVELOPMENT PROGRAM FUNDED GRANT BY THE U.S. ARMY CORP OF ENGINEERS SECTION 592 PROGRAM TO ASSIST WITH SEWER COLLECTION SYSTEM IMPROVEMENTS IN THE AMOUNT OF APPROXIMATELY \$1,073,358 WHICH INCLUDES A 25% MATCH BY STARKVILLE UTILITIES.

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 Little offered a motion, duly seconded by Alderman Miller, to approve the June 19, 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 19, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET
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 15, 2018 RECESS 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. STARKVILLE PUBLIC LIBRARY

B. MISSISSIPPI HORSE PARK

VIII. PUBLIC HEARING

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

IX. MAYOR'S BUSINESS

A. DISCUSSION AND CONSIDERATION OF SETTING A RECESS BOARD MEETING FOR THE PURPOSE OF INTERVIEWING CANDIDATES FOR THE VACANT POSITION OF DIRECTOR OF PARKS AND RECREATION.

B. CONSIDERATION OF REQUESTING A PRESENTATION BY DR. JASON BARRETT OF POSSIBLE OPTIONS AND IMPACT OF WATER AND SEWER RATE CHANGES FOR THE PURPOSE OF DEDICATING FUNDS TO THE REPLACEMENT OF AGING, EXISTING INFRASTRUCTURE.

C. CONSIDERATION OF APPLYING FOR, AND ACCEPTING IF AWARDED, A MISSISSIPPI ENVIRONMENTAL INFRASTRUCTURE RESOURCE PROTECTION AND DEVELOPMENT PROGRAM FUNDED GRANT BY THE U.S. ARMY CORP OF ENGINEERS SECTION 592 PROGRAM TO ASSIST WITH SEWER COLLECTION SYSTEM IMPROVEMENTS IN THE AMOUNT OF APPROXIMATELY \$1,073,358 WHICH INCLUDES A 25% MATCH BY STARKVILLE UTILITIES.

X. BOARD BUSINESS

A. CONSIDERATION OF A CONTRACT WITH DALHOFF THOMAS FOR AN ATHLETIC COMPLEX MASTER PLAN AT THE CORNERSTONE PARK PROPERTY IN STARKVILLE.

XI. DEPARTMENT BUSINESS

A. AIRPORT

1. CONSIDERATION OF A LEASE AGREEMENT WITH ROBERT WARD, THE ONLY BIDDER, OF APPROXIMATELY 66.75 ACRES OF AGRICULTURAL LAND.
2. CONSIDERATION TO ADVERTISE FOR PROPOSALS FOR AIRPORT FUEL AND EQUIPMENT.

B. COMMUNITY DEVELOPMENT DEPARTMENT

1. CODE ENFORCEMENT
THERE ARE NO ITEMS FOR THIS AGENDA

2. PLANNING

- a. CONSIDERATION OF DIRECTING COMMUNITY DEVELOPMENT AND ENGINEERING STAFF TO ADVERTISE FOR TWO PUBLIC HEARINGS TO UPDATE CHAPTERS 54 AND 62 OF THE CODE OF ORDINANCES TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CRF REQUIREMENTS.
- b. A SPECIAL EVENT REQUEST BY CITY OF STARKVILLE TO HOLD THE ANNUAL 4TH OF JULY EVENT AND HAVE CITY PARTICIPATION WITH SERVICES.
- c. CONSIDERATION OF TRAVEL FOR BUDDY SANDERS TO HUNTSVILLE, AL TO ATTEND A MEETING REGARDING FUNDING SOURCES FOR THE DR. MARTIN LUTHER KING, JR./HIGHWAY 182 IMPROVEMENTS.

C. COURTS

THERE ARE NO ITEMS FOR THIS AGENDA

D. ENGINEERING

1. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR BIDS FOR STP-7101-00(004) LPA/107116-701000, LOUISVILLE STREET MULTI-USE PATH PROJECT FROM LYNN LANE TO EMERSON SCHOOL, IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GUIDELINES AND PROCEDURES.

E. FINANCE AND ADMINISTRATION

1. REQUEST APPROVAL OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 12, 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 ACCEPTANCE OF MAY FINANCIAL REPORTS.

3. CONSIDERATION OF LEASE RENEWAL WITH CANON COPIERS FOR HUMAN RESOURCE DEPARTMENT, CITY CLERK'S OFFICE AND PARK DEPARTMENT.

F. FIRE DEPARTMENT

1. CONSIDERATION OF AUTHORIZATION FOR COLEMAN NORMAN TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE ASSOCIATE LEVEL COURSES IN FIRE SCIENCE WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,500.00 PER SEMESTER AND TO REIMBURSE SGT. NORMAN FOR THE APPROVED COURSES COMPLETED IN FALL 2017 SEMESTER IN THE AMOUNT OF \$450.00.

2. REQUEST PERMISSION TO PURCHASE 4 SETS OF FIREFIGHTER TURN-OUT GEAR FROM NAFECO AT A COST OF \$10,226.28 OFF STATE CONTRACT TO BE PAID FROM STATE REBATE FUNDS.

3. REQUEST PERMISSION TO RENEW ANNUAL MEMBERSHIP TO THE WELLNESS CONNECTION IN THE AMOUNT OF \$8,000.00.

G. HUMAN RESOURCES

1. REQUEST AUTHORIZATION TO HIRE TRE'VAN SAMUEL AS A MAINTENANCE WORKER III IN THE STARKVILLE UTILITIES DEPARTMENT UNDER THE WASTEWATER DIVISION.

2. REQUEST AUTHORIZATION TO HIRE DERRICK WARE AS A MAINTENANCE WORKER I FOR THE UTILITIES DEPARTMENT.

3. REQUEST AUTHORIZATION TO HIRE COLE HARRIS, WYMAN LEDLOW III, SAWYER OAKES, AND DAMIEN ROBINSON AS ENTRY LEVEL POLICE OFFICERS FOR THE STARKVILLE POLICE DEPARTMENT.

4. REQUEST AUTHORIZATION TO HIRE DEAN HEFFERNAN, LOGAN MILLER, TRISTAN NESSEL, AND SEAN WILLIAMS AS PART-TIME AIRCRAFT FBO LINEMEN IN THE STARKVILLE AIRPORT DEPARTMENT.

5. REQUEST AUTHORIZATION TO HIRE BRENT WILEMON AS A PART-TIME CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

6. REQUEST AUTHORIZATION TO HIRE MADISON RIALS AS A PART-TIME ATHLETIC ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

7. REQUEST AUTHORIZATION TO HIRE CHRISTOPHER GILES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

8. REQUEST AUTHORIZATION TO HIRE JACOB FORRESTER AS THE ASSISTANT MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

9. CONSIDERATION TO APPROVE A TEMPORARY PAY ADJUSTMENT FOR THE INTERIM ACCOUNTING MANAGER FOR STARKVILLE UTILITIES IN ACCORDANCE TO CITY POLICY IN THE PERSONNEL MANUAL, SECTION 2, F. PAY RATES FOR CHANGES IN STATUS, UNDER TEMPORARY PROMOTIONS.

H. INFORMATION TECHNOLOGY

THERE ARE NO ITEMS FOR THIS AGENDA

I. PARKS

THERE ARE NO ITEMS FOR THIS AGENDA

J. POLICE DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

K. SANITATION DEPARTMENT

THERE ARE NO ITEMS FOR THIS AGENDA

L. UTILITIES DEPARTMENT

1. CONSIDERATION OF SEEKING PROPOSALS FROM CONTRACTORS ON REPLACING WATER AND SEWER INFRASTRUCTURE IN PLEASANT ACRES.
2. REQUEST AUTHORIZATION FOR RANDALL CHRISWELL TO TRAVEL TO SCOTTSBORO, AL TO ATTEND LINEMAN APPRENTICE LAB 3 OPERATIONS ON JULY 23-27, 2018 AT A TOTAL COST NOT TO EXCEED \$871.53 WITH ADVANCE TRAVEL.
3. REQUEST AUTHORIZATION FOR ORLANDO SMITH AND JUSTIN HATCHER TO TRAVEL TO JACKSON, TN TO ATTEND LINEMAN APPRENTICE LAB 2 CONSTRUCTION ON JUNE 26-29, 2018 AT A TOTAL COST NOT TO EXCEED \$825.00 EACH WITH ADVANCE TRAVEL.
4. REQUEST AUTHORIZATION TO EXECUTE 2018 GREEN POWER WITH PROVIDERS AMENDMENT WITH TVA.
5. REQUEST AUTHORIZATION TO PURCHASE TRAILER MOUNTED VACUUM EXCAVATOR FROM WILLIAM EQUIPMENT & SUPPLY FOR \$70,400.00, THE LOWER OF BIDS RECEIVED.

XII. CLOSED DETERMINATION SESSION

XIII. OPEN SESSION

XIV. EXECUTIVE SESSION

A. PERSONNEL

B. PENDING LITIGATION

XV. OPEN SESSION

XVI. ADJOURN UNTIL JULY 3, 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 – 29:

2. CONSIDERATION OF THE MINUTES OF THE MAY 15, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 19, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the May 15, 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 REQUESTING A PRESENTATION BY DR. JASON BARRETT OF POSSIBLE OPTIONS AND IMPACT OF WATER AND SEWER RATE CHANGES FOR THE PURPOSE OF DEDICATING FUNDS TO THE REPLACEMENT OF AGING, EXISTING INFRASTRUCTURE.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 19, 2018 Official Agenda, and to accept items for consent, whereby the “approval of requesting a presentation by Dr. Jason Barrett of the possible options and impact of water and sewer rate changes for the purpose of dedicating funds to the replacement of aging, existing infrastructure” is enumerated, this consent item is thereby approved.

4. CONSIDERATION OF APPROVAL OF A LEASE AGREEMENT WITH ROBERT WARD, THE ONLY BIDDER, OF APPROXIMATELY 66.75 ACRES OF AGRICULTURAL LAND.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the Lease Agreement between the City of Starkville and Robert Ward for use of the Agricultural Land Inside the Fenced Area for One Year at George M. Bryan Field for an annual payment of \$2,260 from Mr. Ward” is enumerated, this consent item is thereby approved.

**LEASE AGREEMENT
BETWEEN
CITY OF STARKVILLE, MISSISSIPPI
AND
ROBERT WARD**

This Lease Agreement is entered into on this the 1st day of July, 2018, by and between the **CITY OF STARKVILLE, MISSISSIPPI**, "Lessor", and **ROBERT WARD**, "Lessee".

WHEREAS, Lessor owns certain real property consisting of a parcel more particularly described in Exhibit "A" located at the Starkville Airport; and

WHEREAS, Lessee desires to lease and occupy a portion of Exhibit "A" consisting of approximately 66.75 acres of agricultural land that is outlined by the solid yellow boundaries in Exhibit "A" (the "Leased Premises"); and

WHEREAS, Lessor is willing to lease the Leased Premises as set forth in this Lease Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **LEASED PREMISES.** Lessor hereby leases to Lessee the Leased Premises upon all of the covenants and conditions contained herein including access thereto.

2. **USE OF PREMISES.**

(a) The property described above will be used for agricultural purposes only (no hunting allowed), in compliance with good and accepted agricultural practices. Additionally, as part of the consideration, Lessee will maintain existing fences and gates on the lease premises at Lessee's expense. Lessee agrees to keep all gates locked at all times and to prohibit ingress and egress, except ingress and egress necessary on the part of Lessee and his agents and employees which may be necessary for the conduct of Lessee's agricultural operations. Use of the Leased Premises shall be in full compliance with all applicable laws and regulations, including, without limitation, all regulations of the Federal Aviation Administration and the Code of Ordinances of the City of Starkville, Mississippi. Use of the Leased Premises shall not interfere with operations of the

Airport, of Lessor or with aviation activities at the Airport. Lessee shall not permit bright lights on the premises which could interfere with air traffic. Violation of any of the terms of this section may, at Lessor's option, result in termination of the lease, in addition to any and all other available remedies.

(b) The Lessee shall farm the Leased Premises in a good and husbandlike manner so as to avoid unnecessary depletion of soil fertility or infestation with noxious weeds or grasses; shall keep the drains located upon the Leased Premises free of undergrowth and functioning properly at his own expense; shall not commit waste nor permit waste to occur to the Leased Premises; shall not permit or cause any nuisance to exist on said premises; and shall maintain control over said Leased Premises in such a manner that no fire hazard will be permitted to arise. Fertilizers shall be applied according to recommendations to be made by the State Agriculture Extension Service as a result of soil tests which the Lessee agrees to obtain and submit for that purpose. Herbicide and insecticides shall be applied on crops planted or grown in accordance with recommendations made therefore by the manufacturers of such chemicals in a husbandlike manner so as to avoid waste or excessive crop damage.

(c) Lessee shall comply, at all times, with all federal, state and local rules, regulations, statutes, laws, and ordinances which may now or hereafter be applicable to the Leased Premises and which are related to hazardous or toxic materials pollution control and environmental and conservation matters including, but not limited to: (i) any laws and regulations governing water use, surface water, groundwater, wetlands, waterways and watersheds associated with the Leased Premises; (ii) any laws and regulations requiring conservation practices on the Leased Premises, regardless of whether such requirements are part of a government subsidy program; (iii) any pesticide, herbicide, fertilizer or chemical record

keeping and reporting laws and regulations; (iv) any pesticide, herbicide, fertilizer or chemical applicator licensing laws and regulations; (v) the Worker Protection Standard for Agricultural Pesticides issued by the United States Environmental Protection Agency, and; (vi) the Endangered Species Act. Lessee further agrees to use only federal and state approved pesticides, fertilizers and chemicals with such use to be in strict compliance with federal, state and locally permitted concentrations and to follow all manufacturers' label instructions, agricultural use requirements, precautionary statements and warnings. Lessee will use the utmost care in the handling and application of any pesticides, fertilizers and chemicals to protect all persons upon the property, the Leased Premises and environment and will dispose of all pesticide, fertilizer and chemical containers only in a lawful manner and will not dump, bury or burn said containers, or any other debris, trash or waste upon the Leased Premises. Any fuel tanks placed on the Leased Premises by Lessee must have a top-feed only hose.

(d) Lessee shall promptly notify Lessor, in writing, if Lessee ever has knowledge of a violation of Lessee's obligations as set forth above and Lessee shall deliver a copy of any notice received from any federal, state or local governmental agency alleging the violation of any rule, regulation, statute, or law involving the Leased Premises within 5 days following receipt of such notice. In the event of any violation or petroleum spill existing upon the Leased Premises as a result of Lessee's actions or failure to act, Lessee shall immediately clean-up, remove and dispose of the materials causing the violation or spill or take such other corrective action as to bring the Leased Premises into full compliance with all applicable laws, ordinances, standards, guidelines, rules and regulations.

(e) Lessor shall have the right to take any remedial or corrective action required in connection with the Leased Premises upon Lessee's failure to promptly do so and

Lessee agrees to immediately reimburse Lessor for the costs of such remedial/corrective action. Lessee hereby agrees to hold Lessor and Lessor's agent free, harmless and indemnified from any and all claims, causes of action, suits, judgments, fines and penalties, of every nature whatsoever arising from or related to Lessee's actions or failure to act as required by the Lease (including reasonable attorney fees and court costs incurred in responding to or defending such actions and/or in enforcing this Lease). The rights, obligations and indemnifications provided by this paragraph shall survive the termination or expiration of this Lease.

3. TERM. The term of this lease shall commence on July 1, 2018, and shall continue through and expire on July 1, 2019, subject to Lessee's option to renew and hereinafter stated, unless otherwise terminated as provided herein. Lessee has an Option to Renew the lease for an additional 12-month period after the first crop has been harvested and upon terms to be negotiated between the parties. If Lessee chooses to exercise its Option to Renew, it must so notify Lessor in writing on or before January 1, 2019.

4. RENT. The rent for the subject property shall be \$2,260.00 per year and shall be made in one lump sum payment on or before July 1, 2018. The parties understand and agree that the lease price recited in this Lease is based upon a lease price of Thirty Three Dollars and Eighty Five Cents (\$33.85) per acre applied to approximately 66.75 acres of leased premises. Full payment shall be due by July 1, 2018. Rent shall be paid to Starkville Airport Manager, P.O. Box 1424, Starkville, Mississippi 39760. Time is of the essence. In the event rent is not paid within five (5) days after the due date, Lessee agrees to pay a late charge of 10% of said Rent then due.

The parties further understand and agree that it may become necessary to partially release certain acreage from the terms of this lease by reason of industrial development requirements, aircraft hangar expansion or some other acceptable purpose. As a part of the consideration, the

Lessor is given the right at any time to release portions of the leased premises, in which event the leased price shall be reduced by an amount equal to \$33.85 per acre for the acreage so released. In the event that Lessor selects to release acreage in any year after crop year fertilization has been applied to such released acreage, Lessor shall pay to Lessee reasonable and just compensation for damages, for loss of fertilization, or loss of growing crops, in an amount to be certified jointly to the parties by the County Agent of Oktibbeha County, Mississippi and a representative of the Extension Service of Mississippi State University.

5. UTILITIES. Lessee shall pay all utility charges incurred in the operation or occupancy of the Leased Premises.

6. MODIFICATIONS AND IMPROVEMENTS. Lessee may make reasonable modifications and improvements to the Leased Premises at its expense and consistent with its use for agricultural operations, subject to the prior written approval of Lessor, which shall not be unreasonably withheld. Such modifications and improvements shall be completed in a workmanlike manner. All permanently affixed modifications or improvements, shall constitute fixtures and become the property of the Lessor, and Lessee shall not be entitled to compensation therefor, nor shall Lessee remove them from the Leased Premises except Lessee shall, upon the termination of this Lease, be required to remove all signage installed or erected by Lessee. Lessee shall repair any damage to the Leased Premises caused by its removal of signage.

Likewise, Lessee understands, agrees and binds himself that certain airport equipment is, or may be, located within the leased premises, including but not limited to PAPI lights, REIL lights, electrical boxes and transformers, electrical equipment, wind cones, segmented circles, non-directional radio beacons and equipment, runway lighting and drainage structures. Lessee undertakes and agrees that he will operate and conduct the agricultural operation on the premises in such a manner as to protect any and all such installations from damages from such agricultural operations, and will indemnify and save harmless the Lessor from any loss or expense by reason of such damage which may occur.

7. MAINTENANCE. Lessee shall maintain and keep the Leased Premises in good condition, including, without limitation, clean, landscaped and trimmed, free of hazards and waste, and in a safe condition, and shall return the Leased Premises in the same condition as at the beginning of the term and to a condition purposed for its original intent and use.

8. INSURANCE AND INDEMNITY. Lessee agrees to maintain, at its own expense, public liability insurance written by responsible insurance carriers licensed to do business in the State of Mississippi with policy limits of not less than One Million Dollars (\$1,000,000.00) for any claim arising out of Lessee's use of the Leased Premises, provided that with respect to any occurrence for which liability is limited by the Mississippi Tort Claims Act, such policy may provide for policy limits not less than the amount of the statutory limitation on recoverable damages. Lessee shall maintain crop insurance on the Leased Premises with policy limits not less than One Million Dollars (\$1,000,000.00). Lessee agrees to indemnify, defend and hold harmless Lessor, its representatives, elected officials, employees and agents against all claims, liabilities, damages, costs, penalties, fines and expenses, including attorneys' fees, arising from any act or omission of Lessee in connection with its use and occupancy of the Leased Premises.

9. ASSIGNMENT AND SUBLETTING. Lessee shall not assign this lease or sublet all or any part of the Leased Premises.

10. RIGHT OF FLIGHT. There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the premises hereby leased, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace for landing at, taking off from, or operating on the Airport.

11. OBSTRUCTIONS. Lessee by accepting this lease expressly agrees for itself, its managers, members, employees, representatives, and successors in interest, that it will not erect or permit the erection of any structure or object that would constitute an obstruction to air navigation in the opinion of Airport. In the event the aforesaid covenant is breached, Lessor reserves the right to

enter upon the land leased hereunder and to remove the offending structure or object which shall be at the expense of Lessee.

12. RIGHT TO DEVELOP AIRPORT. It is further covenanted and agreed that Lessor reserves the right to further develop or improve the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may see fit, regardless of the desires or views of Lessee and without interference or hindrance.

13. RIGHT TO AMEND. In the event that the Federal Aviation Administration or its successor requires modifications or changes in this lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Lessee be required pursuant to this paragraph to agree to an increase in the rent provided for hereunder, or a change in the use of the Leased Premises, (provided it is an authorized use hereunder) to which Lessee has put the Leased Premises.

14. COVENANT AGAINST LIENS. Lessee shall not permit any lien to be attached to the Leased Premises by reason of any act or omission of Lessee.

15. HOLDOVER. In the event Lessee continues to occupy the Leased Premises after the expiration of the term of this lease, a monthly tenancy, terminable by either party on one month's notice, shall be created upon the same terms and conditions as set forth herein.

16. SUBORDINATION OF AGREEMENTS. This Lease Agreement shall be subordinate to the provisions and requirements of any existing agreement between and the United States of America, related to the development, operation or maintenance of the Airport or any grant. In the event of future agreements between the parties aforesaid, this Lease Agreement shall subordinate to the provisions and requirements of such future agreements.

17. WASTE.

(a) Lessee shall, at Lessee's own expense, comply with any and all environmental laws pertaining to health or the environment, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 (as amended), (hereinafter called "CERCLA"), the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act and Amendments of 1980, the Hazardous and Solid Waste Disposal Act Amendments of 1984, (hereinafter called "RCRA") or any other law, rule, regulation, order or ordinance relating to the environment, hazardous or toxic materials or waste, as defined herein, or other controlled or regulated substances. Lessee shall, at Lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the Environmental Protection Agency (the "Agency") or any other agency or government division or department having jurisdiction, for purposes of compliance with all applicable environmental laws, rules, regulations, orders and ordinances. In the event the Agency or any other governmental agency, division or department should determine that a clean-up plan must be prepared and that a clean-up must be undertaken because of spills or discharges of hazardous substances or waste, as defined herein, at, on or under the leased premises which occurred during the term of this lease, Lessee, at its expense, shall cause such clean-up plan to be prepared and cause such clean-up to be undertaken. Lessee's failure to abide by the terms of this article shall be restrainable by injunction.

(b) Lessee shall provide, at its sole expense, complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport and in compliance with all applicable laws, regulations and orders, of all trash, garbage, oil, fuel products and other refuse generated due to the operation of Lessee's business. Lessee shall have sole responsibility for the proper handling, storage, transportation and removal of hazardous materials, hazardous waste, toxic waste, infectious waste and petroleum waste (all of which materials and substances shall hereinafter be referred to as "Waste") generated by Lessee or used, stored or transported for Lessee's benefit on the leased premises. Lessee shall strictly comply with all state and federal environmental laws and

regulations, including proper record keeping. Lessee shall provide for the removal of all such Waste with reputable, responsible companies, and Lessee will provide to Lessor certificates of proper disposal or destruction. No such Waste shall be placed in regular trash or garbage receptacles or dumpsters. Lessee shall notify Lessor upon receipt of any environmental complaints by third parties or the release of any Waste which is caused by Lessee or a third party as soon as is reasonably possible, but in no event later than forty-eight (48) hours after receipt of the complaint or after the release of the Waste.

(c) Lessee shall maintain the real property upon which the premises are located free of contamination from any of such Waste. Lessee shall bear the expense of remediating and returning the property upon which the premises is located, or any of the real property described herein contaminated by Lessee, to its original, uncontaminated state. In the event that it becomes necessary for Lessor to enter the premises to conduct an environmental assessment, to remediate or clean up any contamination, such entry, remediation or clean-up shall not waive any rights of recovery against Lessee.

(d) The provisions of this agreement regarding Lessee's indemnification of Lessor shall apply to any claim or assertion made against Lessor and any fine, penalty, settlement or award made against Lessor arising out of or in connection with any act or omission of Lessee, its officers, employees or contractors, resulting in a violation of any federal or state environmental laws or regulations, or breaches of this Article, or resulting in the improper release, spillage, storage, disposal or transportation of Lessee's Waste. This indemnity covenant shall survive the termination or expiration of this lease.

18. DEFAULT. In the event of a default by Lessee or violation by Lessee of any terms or provisions of this Agreement, Lessor shall have all recourse against the Lessee provided by this Lease and by law, including the immediate termination of this Lease, and all remedies shall be cumulative and non-exclusive. Lessee agrees to pay Lessor's reasonable attorney's fees and expenses incurred in enforcing any of the terms and provisions of this Lease, in collecting past

due rent, and in recovering possession from Lessee, should the service of an attorney be retained by Lessor in so doing.

19. LESSOR'S LIEN A lien is hereby created in favor of the Lessor and granted by Lessee to the Lessor, as security for the payment of rental and other undertakings provided for herein, upon all of the property of Lessee which may at any time during the term of this Lease be in, about or upon the Leased Premises. Lessor is authorized to file such financing statements as are necessary to perfect the security interest herein.

20. DAMAGES TO PREMISES. Lessor shall not be liable for any damages or injury to Lessee, or any other person, or to any property, occurring on the Leased Premises or any part thereof, or in common areas of the Airport grounds, unless such damage is the sole proximate result of the negligence or unlawful act of Lessor, its agents or employees.

21. GOVERNING LAW. The laws of the State of Mississippi shall govern the interpretation, validity, performance and enforcement of this Lease. If any provision of this Lease should be held invalid or unenforceable, the validity and enforceability of the remaining provisions of this Lease shall not be affected thereby.

22. NOTICE. Written notice or other communications given by either party to the other shall be to the following addresses:

To Lessor: City of Starkville
Attention: Mayor D. Lynn Spruill
~~101 E. Lampkin Street~~ 110 West Main St.
Starkville, MS 39759

To Lessee: ROBERT WARD

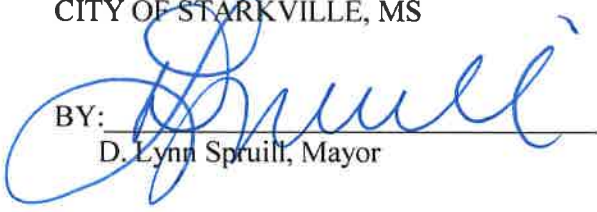
IN WITNESS WHEREOF, the parties hereto have executed this lease by representatives duly authorized so to do.

LESSEE

LESSOR

CITY OF STARKVILLE, MS

BY:


D. Lynn Spruill, Mayor

ATTEST:


Lesa Hardin, City Clerk

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **ROBERT WARD**, and who acknowledged that he signed and delivered the above and foregoing Lease on the day and year therein mentioned with full authority so to do.

Given under my hand and seal, this the _____ day of _____, 2018.

NOTARY PUBLIC

(S E A L)

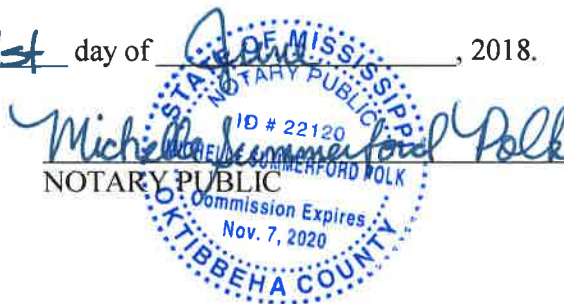
MY COMMISSION EXPIRES:

STATE OF MISSISSIPPI

COUNTY OF OKTIBBEHA

Personally appeared before the undersigned authority in and for the county and state aforesaid within my jurisdiction the within named **D. Lynn Spruill and Lesa Hardin**, known to me to be the Mayor and Clerk, respectively, of the City of Starkville, Mississippi, and that for an on behalf of said municipality, and as its act and deed, they signed and delivered the above and foregoing instrument for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said municipality so to do.

Given under my hand and seal, this the 21~~st~~ day of April, 2018.

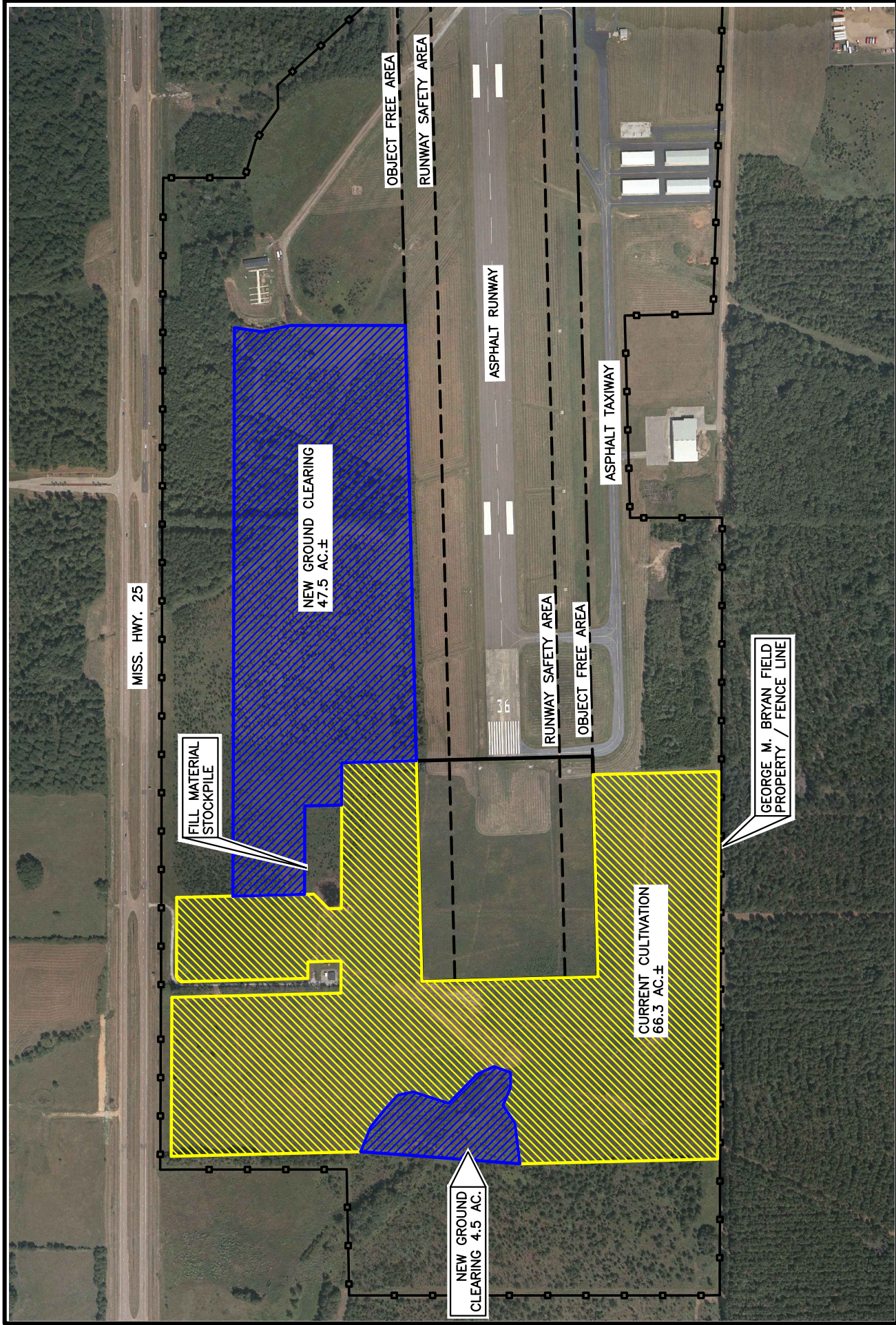


(S E A L)

MY COMMISSION EXPIRES:

11-7-20

EXHIBIT “A”



CLEARWATER CONSULTANTS, INC. STARKVILLE, MISSISSIPPI	GEORGE M. BRYAN FIELD STARKVILLE, MISSISSIPPI	SCALE: 1" = 600'± DATE: FEBRUARY 2017	LAND AVAILABLE FOR AGRICULTURAL LEASE FIGURE 1
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6. CONSIDERATION OF ADVERTISING FOR PROPOSALS FOR AIRPORT FUEL AND EQUIPMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, 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 aviation fuel and equipment” is enumerated, this consent item is thereby approved.

7. CONSIDERATION OF DIRECTING COMMUNITY DEVELOPMENT AND ENGINEERING STAFF TO ADVERTISE FOR TWO PUBLIC HEARINGS TO UPDATE CHAPTERS 54 AND 62 OF THE CODE OF ORDINANCES TO MEET FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) 44CRF REQUIREMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of directing Community Development and Engineering staff to advertise for two public hearings to update Chapters 54 and 62 of the Code of Ordinances to meet Federal Emergency Management Agency (FEMA) 44CRF requirements” is enumerated, this consent item is thereby approved.

8. CONSIDERATION OF TRAVEL FOR BUDDY SANDERS TO HUNTSVILLE, AL TO ATTEND A MEETING REGARDING FUNDING SOURCES FOR THE DR. MARTIN LUTHER KING, JR./HIGHWAY 182 IMPROVEMENTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of travel for Buddy Sanders to Huntsville, AL to attend a meeting regarding funding sources for the Dr. Martin Luther King, Jr./Highway 182 improvements at an estimated cost of \$65.00” is enumerated, this consent item is thereby approved.

9. CONSIDERATION OF AUTHORIZATION TO ADVERTISE FOR BIDS FOR STP-7101-00(004) LPA/107116-701000, LOUISVILLE STREET MULTI-USE PATH PROJECT FROM LYNN LANE TO EMERSON SCHOOL, IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION LOCAL PUBLIC AGENCY GUIDELINES AND PROCEDURES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, 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 bids for STP-7101-00(004) LPA/107116-701000, Louisville Street Multi-use path project from Lynn Lane to Emerson School, in accordance with the Mississippi Department of Transportation Local Public Agency guidelines and procedures” is enumerated, this consent item is thereby approved.

10. CONSIDERATION OF MAY FINANCIAL REPORTS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “acceptance of the May financial reports” is enumerated, this consent item is thereby approved.

11. CONSIDERATION OF LEASE RENEWAL WITH CANON COPIERS FOR HUMAN RESOURCE DEPARTMENT, CITY CLERK’S OFFICE AND PARK DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of renewing lease with Canon Copiers for the Human Resource, City Clerk and Park departments” is enumerated, this consent item is thereby approved.

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City Of Starkville (hereinafter referred to as Customer), and Canon Solutions America (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20____.

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038140

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Starkville- Parks and Rec.

Bill To Address: 405 Lynn Lane

Starkville, MS 39769

Ship To Address: 405 Lynn Lane

Starkville , MS 39769

Description of Equipment, Software, or Services

Price

iRA C5550i II

Cassette Feeding Unit, Power Filter

Buffer Pass Unit, 2/3 Hole Punch,

Super G3 Fax Board

\$345

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 7/1/18
End Date: 6/30/22

Modifications: All inclusive maintenance contracts: Maintenance includes all toner, parts, labor and supplies.

Everything but paper. Paying per copy @ \$.0062 per b/w and \$.0467 per color copy.

Vendor Signature



Customer Signature



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

**LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0823635.01 (the "AGREEMENT")**

Page 1 of 1

Customer ("You"):		Customer Account: 1653049
Company: CITY OF STARKVILLE		
Address: 405 LYNN LN		
City: STARKVILLE	County: OKTIBBEHA	
State: MS	Zip: 39759-4412	Phone #: 662.323.2294
Email: l.hardin@cityofstarkville.org		

Buy-out Reimbursement

\$ _____ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☒ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment.
If so, will the equipment remain under a CSA Maintenance Agreement?
Yes ☐ If yes, under an Existing Contract ☐ or New Contract ☐ No ☐
- ☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name**Lease Number**

CFS

001-0630432-004

Return Authorization**Please select one:**

- ☐ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☒ Return Equipment to selected Leasing Company
☒ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date _____

Pick-Up Information:

- ☒ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: ____ / ____ / ____
(but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____

E-Mail: _____

Special Removal Instructions: _____

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTR	5559B003	IRADVCS250	JMQ12482	361000		Lesa Hardin 662.323.2294	l.hardin@cityofstarkville.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. If Buy Out Reimbursement is selected: The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. If Trade-In Equipment or Return to Leasing Company is selected: You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-In Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. DATA. You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED, AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature _____

Printed Name _____

Title _____

Date _____

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City Of Starkville (hereinafter referred to as Customer), and Canon Solutions America (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ____.

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the 19th day of June, 2018.

Customer: City of Starkville

By: Lesa Hardin

Authorized Signature City Clerk / CFO

Printed Name: Lesa Hardin

Title: City Clerk / CFO

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038140

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Starkville- City Hall.

Bill To Address: 110 West Main Street

Starkville, MS 39769

Ship To Address: 110 West Main Street

Starkville , MS 39769

Description of Equipment, Software, or Services

Price

iRA C5535i II

Cabinet, Power Filter

Super G3 Fax Board , Inner Finish

\$185

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:

Rental Term: (Number of Months): 48

Start Date: 7/1/18

End Date: 6/30/22

Modifications: All inclusive maintenance contracts: Maintenance includes all toner, parts, labor and supplies.

Everything but paper. Paying per copy @ \$.0062 per b/w and \$.0467 per color copy.

Vendor Signature



Customer Signature



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT REIMBURSEMENT ADDENDUM TO AGREEMENT # S0826916.01 (the "AGREEMENT")

Page 1 of 1

Customer ("You"):		Customer Account: 1878536
Company: CITY OF STARKVILLE		
Address: 110 W MAIN ST CITY HALL		
City: STARKVILLE	County: OKTIBBEHA	
State: MS	Zip: 39759-2823	Phone #: 662.323.2525
Email: l.hardin@cityofstarkville.org		

Buy-out Reimbursement

\$ _____ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☒ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment.
- If so, will the equipment remain under a CSA Maintenance Agreement?
- Yes ☐ If yes, under an Existing Contract ☐ or New Contract ☐ No ☐
- ☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name**Lease Number**

CFS

001-0630432-002

Return Authorization**Please select one:**

- ☐ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
- Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☒ Return Equipment to selected Leasing Company
- ☒ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date _____

Pick-Up Information:

- ☒ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: ____ / ____ / ____
(but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____

E-Mail: _____

Special Removal Instructions: _____

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTR	5561B003	IRADV5235	JWH03501	269845		Lesa Hardin 662.323.2525	l.hardin@cityofstarkville.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. **If Buy Out Reimbursement is selected:** The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. **If Trade-In Equipment or Return to Leasing Company is selected:** You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-in Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature Lesa Hardin

Printed Name Lesa Hardin

Title City Clerk / CFO

Date 6-18-18

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City Of Starkville (hereinafter referred to as Customer), and Canon Solutions America (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. **HARD DRIVE SECURITY:** Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. **TRANSPARENCY:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. **COMPLIANCE WITH LAWS:** The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ____ .

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____, 20 ____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200038140

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Starkville- City Hall.

Bill To Address: 110 West Main Street

Starkville, MS 39769

Ship To Address: 110 West Main Street

Starkville , MS 39769

Description of Equipment, Software, or Services

Price

iRA C5550i II

Cassette Feeding Unit, Power Filter

Buffer Pass Unit, 2/3 Hole Punch,

Staple Finisher

\$310

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 48
Start Date: 7/1/18
End Date: 6/30/22

Modifications: All inclusive maintenance contracts: Maintenance includes all toner, parts, labor and supplies.

Everything but paper. Paying per copy @ \$.0062 per b/w and \$.0467 per color copy.

Vendor Signature



Customer Signature



CANON SOLUTIONS AMERICA

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

**LEASE UPGRADE, TRADE-IN, RETURN OR BUY-OUT
REIMBURSEMENT ADDENDUM TO AGREEMENT #
S0826911.01 (the "AGREEMENT")**

Page 1 of 1

Customer ("You"):		Customer Account: 1878536
Company: CITY OF STARKVILLE		
Address: 110 W MAIN ST CITY HALL		
City: STARKVILLE	County: OKTIBBEHA	
State: MS	Zip: 39759-2823	Phone #: 662.323.2525
Email: l.hardin@cityofstarkville.org		

Buy-out Reimbursement

\$ _____ to be paid under the circumstances described in Section 1 below.

Payable to: ☐ You ☐ Canon Financial Services, Inc.

Reason for check issuance: _____

Lease Upgrade or Buy-out Acknowledgement

If this transaction includes a lease upgrade or buy-out to be paid upon delivery and acceptance of the Equipment listed on the Agreement, select one of the following:

- ☐ Not Applicable
- ☐ You will return the equipment to the leasing company according to the terms and conditions of your lease agreement.
- ☒ CSA will return the equipment to the leasing company per Section 2 below.
- ☐ You will retain the equipment.
If so, will the equipment remain under a CSA Maintenance Agreement?
Yes ☐ If yes, under an Existing Contract ☐ or New Contract ☐ No ☐
- ☐ CSA will pick up the equipment for Trade In.

List the leasing company and lease number associated with any lease upgrade or buy-out.

Leasing Company Name	Lease Number
CFS	001-0630432-003

Return Authorization**Please select one:**

- ☐ Trade-In
Please note that any applicable trade-in credit is reflected in the periodic lease payments or purchase price as specified in the Agreement.
Equipment Condition: ☐ Good Working Condition ☐ As is condition
- ☒ Return Equipment to selected Leasing Company
☒ Canon Financial Services
- ☐ Return Equipment to CSA. Original Order Date _____

Pick-Up Information:

- ☒ Same Date as Delivery of Listed Items specified on the Agreement.
- ☐ Other Specified Date: ____ / ____ / ____
(but no longer than 30 days after delivery of Listed Items under Agreement)

Contact Name: _____ Phone: _____

E-Mail: _____

Special Removal Instructions: _____

Return Code	Item Code	Description	Serial #	Meter Reading	Equipment location, if different than above	Contact Name & Phone	Email	Alt. Pick Up Date
UGTR	5558B003	IRADVC5255	JME09414	225000		Lesa Hardin 662.323.2525	l.hardin@cityofstarkville.org	

Return Codes: Trade-In:TRD Return to CFS:R-CFS Return to CSA:R-CSA

You have agreed to acquire from CSA certain Listed Items pursuant to the Agreement. By your signature below, you agree to supplement the terms of the Agreement as follows:

1. **If Buy Out Reimbursement is selected:** The Buy-Out Reimbursement indicated above will be paid directly to the designated party by CSA upon installation and testing of the Listed Items and payment to CSA (by you or by the Leasing Company) of the purchase price for the Listed Items. The Buy-Out Reimbursement will be paid for the sole purpose of reimbursement of early termination charges or fees and associated expenses payable for (a) early termination of the lease of the Trade-in or Return Equipment or for other equipment being replaced by the Listed Items under the Agreement, (b) refinancing the lease of other equipment or (c) preparation of the site for installation of Listed Items. You acknowledge and agree that CSA's financial obligation is limited to the Buy-Out Reimbursement amount, and that you are responsible for any other obligations, including any charges which are not covered by the Buy-Out Reimbursement.

2. **If Trade-In Equipment or Return to Leasing Company is selected:** You hereby authorize CSA to pick up the Trade-in or Return Equipment listed above. You agree to pay CSA's removal charges if, on the date specified above, the Trade-in or Return Equipment is unavailable for pickup and removal through no fault of CSA. Trade-In Equipment shall be conveyed to CSA, and (a) you represent that CSA will receive good and marketable title to each unit of Trade-in Equipment, free and clear of any and all liens and leasehold interests, (b) you warrant that the Trade-In Equipment will be delivered to CSA (unless specified above that the trade-in is on an "As Is" basis) in good working condition, reasonable wear and tear excepted, and (c) you shall make the Trade-In Equipment available for pickup by CSA on the relevant date specified above. If you breach or fail to comply with any of the foregoing, CSA may, without limiting its other remedies under applicable law, return the Trade-In Equipment to you (at your expense both for the return and the original pickup) and rescind, or require you to refund to CSA, promptly upon receipt of CSA's invoice, the full amount of any trade-in credit reflected in the Agreement (which amount shall equal the fair market value of such Trade-In Equipment, as determined by CSA). Return Equipment shall be shipped to the Leasing Company specified above, and CSA's sole obligation is to use commercially reasonable efforts to pick-up and remove the Return Equipment and to arrange, on your behalf and at CSA's expense and risk (but only to the extent of obvious damage in transit), for the shipment of the Return Equipment to the Leasing Company.

3. **DATA.** You acknowledge that the hard drive(s) on the Equipment, including attached devices, may retain images, content or other data that you may store for purposes of normal operation of the Equipment ("Data"). You acknowledge that CSA is not storing Data on behalf of you and that exposure or access to the Data by CSA, if any, is purely incidental to the services performed by CSA. Neither CSA nor any of their affiliates has an obligation to erase or overwrite Data upon Your return of the Equipment to CSA or any leasing company. You are solely responsible for: (i) your compliance with applicable law and legal requirements pertaining to data privacy, storage, security, retention and protection; and (ii) all decisions related to erasing or overwriting Data. The terms of this section shall solely govern as to Data, notwithstanding that any provisions of this Agreement or any separate confidentiality or data security or other agreement now or hereafter entered into between you and CSA could be construed to apply to Data.

THIS ADDENDUM SHALL BECOME EFFECTIVE AT THE SAME TIME AS THE AGREEMENT BECOME EFFECTIVE IN ACCORDANCE WITH THE TERMS THEREOF. EXCEPT AS SUPPLEMENTED HEREBY THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer's Authorized Signature

Lesa Hardin

Printed Name

Lesa Hardin

Title

City Clerk / CFO

Date

6-19-18

12. CONSIDERATION OF AUTHORIZATION FOR COLEMAN NORMAN TO PARTICIPATE IN THE CITY OF STARKVILLE EDUCATIONAL ASSISTANCE PROGRAM TO TAKE ASSOCIATE LEVEL COURSES IN FIRE SCIENCE WITH A TOTAL REIMBURSEMENT COST NOT TO EXCEED \$1,500.00 PER SEMESTER AND TO REIMBURSE SGT. NORMAN FOR THE APPROVED COURSES COMPLETED IN FALL 2017 SEMESTER IN THE AMOUNT OF \$450.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Coleman Norman to participate in the City of Starkville educational assistance program to take associate level courses in fire science with a total reimbursement cost not to exceed \$1,500.00 per semester and to reimburse Sgt. Norman for the approved courses completed in Fall 2017 semester in the amount of \$450” is enumerated, this consent item is thereby approved.

13. CONSIDERATION TO PURCHASE 4 SETS OF FIREFIGHTER TURN-OUT GEAR FROM NAFECO AT A COST OF \$10,226.28 OFF STATE CONTRACT TO BE PAID FROM STATE REBATE FUNDS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to purchase 4 sets of firefighter turn-out gear from NAFECO at a cost of \$10,226.28 off State contract, to be paid from State Rebate Funds” is enumerated, this consent item is thereby approved.

14. CONSIDERATION TO RENEW ANNUAL MEMBERSHIP TO THE WELLNESS CONNECTION IN THE AMOUNT OF \$8,000.00.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to renew annual membership to the Wellness Connection in the amount of \$8,000.00” is enumerated, this consent item is thereby approved.

16. CONSIDERATION TO HIRE TRE’VAN SAMUEL AS A MAINTENANCE WORKER III IN THE STARKVILLE UTILITIES DEPARTMENT UNDER THE WASTEWATER DIVISION.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Tre’van Samuel as a Maintenance Worker III in the Starkville Utilities Department under the Wastewater Division” is enumerated, this consent item is thereby approved.

17. CONSIDERATION TO HIRE DERRICK WARE AS A MAINTENANCE WORKER I FOR THE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Derrick Ware as a Maintenance Worker I for the Utilities Department” is enumerated, this consent item is thereby approved.

18. CONSIDERATION TO HIRE COLE HARRIS, WYMAN LEDLOW III, SAWYER OAKES, AND DAMIEN ROBINSON AS ENTRY LEVEL POLICE OFFICERS FOR THE STARKVILLE POLICE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Cole Harris, Wyman Ledlow III, Sawyer Oakes, and Damien Robinson as Entry Level Police Officers for the Starkville Police Department” is enumerated, this consent item is thereby approved.

19. CONSIDERATION TO HIRE DEAN HEFFERNAN, LOGAN MILLER, TRISTAN NESSEL, AND SEAN WILLIAMS AS PART-TIME AIRCRAFT FBO LINEMEN IN THE STARKVILLE AIRPORT DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Dean Heffernan, Logan Miller, Tristan Nessel, and Sean Williams as Aircraft Linemen in the Starkville Airport Department” is enumerated, this consent item is thereby approved.

20. CONSIDERATION TO HIRE BRENT WILEMON AS A PART-TIME CERTIFIED FIREFIGHTER IN THE STARKVILLE FIRE DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Brent Wilemon as a part-time Certified Firefighter in the Starkville Fire Department” is enumerated, this consent item is thereby approved.

21. CONSIDERATION TO HIRE MADISON RIALS AS A PART-TIME ATHLETIC ASSISTANT IN THE STARKVILLE PARKS & RECREATION DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Madison Rials as a part-time Athletic Assistant in the Starkville Parks & Recreation Department” is enumerated, this consent item is thereby approved.

22. CONSIDERATION TO HIRE CHRISTOPHER GILES AS AN APPRENTICE LINEMAN IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Christopher Giles as an Apprentice Lineman in the Starkville Utilities Department” is enumerated, this consent item is thereby approved.

23. CONSIDERATION TO HIRE JACOB FORRESTER AS THE ASSISTANT MANAGER IN THE STARKVILLE UTILITIES DEPARTMENT.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to hire Jacob Forrester as the Assistant Manager in the Starkville Utilities Department is enumerated, this consent item is thereby approved.

24. CONSIDERATION TO APPROVE A TEMPORARY PAY ADJUSTMENT FOR THE INTERIM ACCOUNTING MANAGER FOR STARKVILLE UTILITIES IN ACCORDANCE TO CITY POLICY IN THE PERSONNEL MANUAL, SECTION 2, F. PAY RATES FOR CHANGES IN STATUS, UNDER TEMPORARY PROMOTIONS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval of a temporary pay increase for the Interim Accounting Manager for Starkville Utilities” is enumerated, this consent item is thereby approved.

25. CONSIDERATION TO SEEK PROPOSALS FROM CONTRACTORS ON REPLACING WATER AND SEWER INFRASTRUCTURE IN PLEASANT ACRES.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to seek proposals from contractors on replacing water and sewer infrastructure in Pleasant Acres” is enumerated, this consent item is thereby approved.

26. CONSIDERATION FOR RANDALL CHRISWELL TO TRAVEL TO SCOTTSBORO, AL TO ATTEND LINEMAN APPRENTICE LAB 3 OPERATIONS ON JULY 23-27, 2018 AT A TOTAL COST NOT TO EXCEED \$871.53 WITH ADVANCE TRAVEL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Randall Chriswell to travel to Scottsboro, AL to attend Lineman Apprentice Lab 3 Operations on July 23-27, 2018 at a total cost not to exceed \$871.53 with advance travel” is enumerated, this consent item is thereby approved.

27. CONSIDERATION FOR ORLANDO SMITH AND JUSTIN HATCHER TO TRAVEL TO JACKSON, TN TO ATTEND LINEMAN APPRENTICE LAB 2 CONSTRUCTION ON JUNE 26-29, 2018 AT A TOTAL COST NOT TO EXCEED \$825.00 EACH WITH ADVANCE TRAVEL.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval for Orlando Smith and Justin Hatcher to travel to Jackson, TN to attend Lineman Apprentice Lab 2 Construction on June 26-29, 2018 at a total cost not to exceed \$825 each with advance travel” is enumerated, this consent item is thereby approved.

28. CONSIDERATION TO EXECUTE 2018 GREEN POWER WITH PROVIDERS AMENDMENT WITH TVA.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to execute 2018 Green Power with providers amendment with TVA” is enumerated, this consent item is thereby approved.

GREEN POWER PROVIDERS AMENDMENT

TV-48326A, Supp. No. _____

This Amendment is dated _____ and is between the CITY OF STARKVILLE, MISSISSIPPI ("**Distributor**") and TENNESSEE VALLEY AUTHORITY ("**TVA**").

Distributor purchases all of its power requirements from TVA for resale under contract number TV-48326A, effective March 1, 1978, as amended ("**Power Contract**").

Distributor and TVA have entered into a Green Power Providers Agreement, Supplement No. 73 to the Power Contract, effective October 1, 2012, as amended ("**GPP Agreement**"), under which TVA acquires electric energy from qualifying renewable generation systems installed or owned by Distributor or customers served by Distributor ("**Installers**") through Green Power Providers Participation Agreements ("**Participation Agreements**") among TVA, Distributor, and Installers.

Distributor and TVA want to amend the GPP Agreement to revise the generation credit rate and associated costs for renewable generation, in addition to making other Program improvements.

In consideration of the premises and the agreements below, the parties agree:

SECTION 1 - TERM

This Amendment is effective throughout the remaining term of the GPP Agreement.

SECTION 2 - DEFINED TERMS

Capitalized and underlined terms not otherwise defined under this Amendment have the same meaning as defined in the GPP Agreement.

SECTION 3 - DEFINITIONS

- 3.1 Defined terms, as is set out in Article 2 of the GPP Agreement entitled "DEFINITIONS," as amended, may be added, removed, or otherwise modified by TVA at any time, upon Notice.
- 3.2 The last sentence of the first paragraph in Section 2.7 of the GPP Agreement, providing for TVA reimbursement of costs associated with a Generation Meter or Generation Meter, as applicable, is deleted in its entirety.
- 3.3 Section 2.8 of the GPP Agreement is replaced in its entirety with the following:

SECTION 2.8 - GENERATION CREDIT

“Generation Credit” means the accrued generation credits due to Participant. Generation Credits for residential Participants (deemed to be residential (RS) or GSA1) with Qualifying Systems that are 10 kW or less will be 9.00¢/kWh for energy measured on the Generation Meter. Generation Credits for residential Participants (deemed to be residential (RS) or GSA1) with Qualifying Systems that are greater than 10 kW will be 7.50¢/kWh for energy measured on the Generation Meter.

Generation Credits for commercial Participants (deemed to be any commercial schedule other than RS or GSA1) will be 7.50¢/kWh for energy measured on the Generation Meter.

- 3.4 Section 2.21 of the GPP Agreement is amended by adding the sentence below to the end of said section:

After Distributor installs the Generation Meter, TVA will submit an invoice to Distributor and Distributor will, within thirty (30) days, pay TVA the cost of the Generation Meter. Distributor will also be responsible for paying TVA the ongoing cost of metering communications.

- 3.5 The following definition is added to the end of Article 2 of the GPP Agreement:

SECTION 2.22 - NOTICE

“Notice,” or **“notice,”** means that TVA will provide thirty (30) Calendar Days’ notice to Distributor and such notice will be effective for any notice required under this Agreement and will be deemed to have been properly given if provided electronically, either by electronic mail or by posting electronically on a computer-based information system designated by TVA for such purpose.

SECTION 4 - TVA REQUIREMENTS

Section 3.2, Section 3.3, Section 3.4, Section 5.1, and Section 6.3 of the GPP Agreement are amended to remove any obligation upon TVA or Vendor to reimburse, compensate, pay, or otherwise be invoiced by Distributor or Participants for any responsibility, receipt, incentive, or reimbursement under the GPP Agreement. Notwithstanding the foregoing, this Amendment shall not relieve the parties of their rights and obligations with regard to Participants enrolled in the Program prior to the effective date of this Amendment.

SECTION 5 - DISTRIBUTOR INVOICE TO TVA FOR REIMBURSEMENTS

Section 7.2 of the GPP Agreement is deleted in its entirety; provided, however, this Amendment shall not relieve TVA from paying Distributor the eligible reimbursable expenses identified under Article 5 of the GPP Agreement for Participation Agreements executed prior to the effective date of this Amendment.

SECTION 6 - ONLINE FORM SUBMISSION

The forms entitled "Request to Amend Participation Agreement to Modify Capacity of Qualifying System" and "Request for New Construction Participation in Program," labeled Attachments D and E respectively, are to be completed online at <https://gpp.tva.gov/ServiceCenter/> and may no longer be submitted using other submission methods, including email or through US Mail. Online forms may be changed from time to time, at any time, at TVA's discretion. Attachments D and E are hereby terminated.

The parties are signing this Amendment to be effective on the date stated in the introductory clause.

CITY OF STARKVILLE, MISSISSIPPI

By _____

Title: _____

Date: _____

TENNESSEE VALLEY AUTHORITY

By _____

Director
Power Customer Contracts

Date: _____

29. CONSIDERATION TO PURCHASE A TRAILER MOUNTED VACUUM EXCAVATOR FROM WILLIAM EQUIPMENT & SUPPLY FOR \$70,400.00, THE LOWER OF BIDS RECEIVED.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the June 5, 2018 Official Agenda, and to accept items for consent, whereby the “approval to purchase Trailer Mounted Vacuum Excavator from, William Equipment & Supply for \$70,400.00” is enumerated, this consent item is thereby approved.

Two bids received: Vermeer Equipment - \$73,427.27
Williams Equipment - \$70,400.00

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill introduced new employee Marvin Hughes, Starkville Police Officer. She also invited everyone to a reception for Scott Maynard to be held July 28 from 4 to 6 pm at the Greater Starkville Development Partnership upon his retirement as GSDP CEO.

BOARD OF ALDERMEN COMMENTS: None

CITIZEN COMMENTS:

Alvin Turner, Ward 7, expressed concern with the proposed Pecan Acres relocation plan. He noted he was struck by a vehicle thirteen years ago on Louisville Street and thanked everyone who assisted him then and those which still help him.

Dorothy Isaac, Ward 6, asked that the Board consider something to assist development in Rolling Hills. She also asked that anything supported with City services be open to the public.

PUBLIC APPEARANCES:

STARKVILLE PUBLIC LIBRARY

Alderman Sistrunk spoke on behalf of the library and discussed all the services offered to the public such as internet, computers, programs and various reading and research materials. The Starkville Library is part of the Tombigbee Regional Library System.

MISSISSIPPI HORSE PARK

Bricklee Miller, Facility Director for the Mississippi Horse Park, presented an overview of the park and the various programs offered since it opened in 1999. Major annual events have grown from 23 in 1999 to over 100 in 2017. The park is supported by the City of Starkville, Oktibbeha County and MSU Extension along with Horse Park event revenue. The operating budget in 1999 was \$350,000 and the operating budget for 2018 is \$451,000. Ms Miller showed a video of event highlights. The partnership of all entities has been successful and she thanked the City for their continued support.

PUBLIC HEARING:

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

Daniel Havelin and Emily Corbin presented. 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.

Overview of Changes between Draft 1 and Draft 2:

- Language about RV and boat storage placement due to physical constraints
- Language about the removal of trees not being required or preferred in order to meet requirements of ordinance
- Language about RV short term living for City recognized holidays

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

Chris Taylor noted that some older homes do not have enough parking for these new rules and asked that these neighborhoods be considered. He also asked for consideration of parking for reunions, graduations, special events, etc. that may occur more than three times a year, as the changes proposed limits.

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

30. CONSIDERATION TO SET A RECESS BOARD MEETING FOR THE PURPOSE OF INTERVIEWING CANDIDATES FOR THE VACANT POSITION OF DIRECTOR OF PARKS AND RECREATION.

Mayor Spruill noted that there were four finalists for the vacant position of Director of Parks and Recreation. She suggested, due to the distance some of the applicants live from Starkville, that the board consider preliminary interviews via Skype. The Board chose to invite the four applicants to in-person interviews.

Alderman Walker, duly seconded by Alderman Little, offered a motion to conduct in-person interviews for the vacant position of Director of Parks and Recreation Tuesday, July 10 at 3 p.m. in the court room of City Hall. The Board then 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.

31. CONSIDERATION OF APPLYING FOR, AND ACCEPTING IF AWARDED, A MISSISSIPPI ENVIRONMENTAL INFRASTRUCTURE RESOURCE PROTECTION AND DEVELOPMENT PROGRAM FUNDED GRANT BY THE U.S. ARMY CORP OF ENGINEERS SECTION 592 PROGRAM TO ASSIST WITH SEWER COLLECTION SYSTEM IMPROVEMENTS IN THE AMOUNT OF APPROXIMATELY \$1,073,358 WHICH INCLUDES A 25% MATCH BY STARKVILLE UTILITIES.

Alderman Walker, duly seconded by Alderman Miller, offered a motion applying and accepting, if awarded, a Mississippi Environmental Infrastructure Resource Protection and Development Program funded by the U.S. Army Corp of Engineers Section 592 Program to assist with sewer collection system improvements in the amount of approximately \$1,073,358 which includes a 25% match by Starkville Utilities. The Board voted as follows:

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

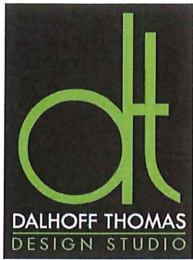
Having received a majority affirmative vote, the Mayor declared the motion passed.

32. CONSIDERATION OF A CONTRACT WITH DALHOFF THOMAS FOR AN ATHLETIC COMPLEX MASTER PLAN AT THE CORNERSTONE PARK PROPERTY IN STARKVILLE.

Alderman Sistrunk, duly seconded by Alderman Little, offered a motion to enter an agreement with Dalhoff Thomas for an athletic complex master plan at the Cornerstone Park property at a total cost of \$61,700.00. 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: 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.



6465 North Quail Hollow Road | Suite 401
Memphis, Tennessee 38120
901.646.5070

720 North Lamar Boulevard | Suite A
Oxford, Mississippi 38655
662.550.5545

dt-designstudio.com

June 13, 2018

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

**RE: ATHLETIC COMPLEX MASTER PLAN
 CORNERSTONE PARK PROPERTY
 STARKVILLE, MISSISSIPPI**

Dear Mayor Spruill,

We appreciate the opportunity to continue as part of your Design Team for the City of Starkville parks improvements, and to submit this proposal to provide the following professional Scope of Services for the above-mentioned property. Dalhoff Thomas design studio has teamed with Neel-Schaffer (civil engineering), and Burns Dirt Construction, Inc (probable construction cost estimating) and will provide a full range of planning and design services needed to complete the proposed tasks of this proposal.

The different phases and components of our services for this Project have been delineated so that we both understand the Scope of Services to be provided, along with the cost for those services. We have listed several additional services for your consideration. Dalhoff Thomas design studio and our design team can perform all components of this proposal and if other services are requested, a cost for those additional services can be provided at the time requested.

Planning and design services are lump sum based for the Scope of Services indicated. This proposal does include expenses such as printing, copying, travel time and expenses, and delivery services.

SCOPE OF SERVICES

PHASE I – MASTER PLANNING

A. BASE MAPPING

The Base Map will be prepared by using an aerial photo and available property boundary and topographic surveys or information.

- a. Aerial Background
- b. Site Boundaries

- c. Existing Utilities, Infrastructure & Easements (*if available*)
- d. Existing Vehicular Circulation
- e. Existing Pedestrian Circulation

B. SITE INVENTORY & ANALYSIS

The site and surrounding properties will be analyzed and inventoried

- a. Inventory Existing Features
 - i. On-Site Visit
 - ii. On-Site Features
 - iii. Surrounding Off-Site Features
 - iv. Site Photography
- b. Site Analysis
 - i. Development Constraints
 - ii. Development Opportunities

C. PROGRAMMING

The Programming phase establishes an outline of recreational facilities and elements, circulation elements, and other identified uses and elements that will be implemented as the Conceptual Master Plan is developed. This Phase will be a collaboration effort amongst the Design Team and the City of Starkville staff.

a. Collaborative Program Meeting

A collaborative Program meeting with the City's elected officials and City Staff will be part of this phase so as many program elements as possible can be identified and discussed

b. Stakeholders Meetings

Meetings with Stakeholder such as baseball associations/groups will be part of this phase as well.

c. Program Elements

It's our understanding that the program elements may include:

- 3 baseball fields (315' fl - 400' cf)
- 12 baseball fields (combination of (200' to 275'))
- 4 girl softball fields
- Walking/jogging track
- Maintenance Facility
- RV Park
- Camp Ground
- Support Facilities

E. CONCEPTUAL MASTER PLAN

The Conceptual Master Plan Phase will produce a plan view conceptual illustration with alternatives. The Design Team will present the Conceptual Master Plan to the City's elected officials and City Staff. This collaborative meeting will allow a forum to give immediate feedback for proposed design solutions. Elements within the Conceptual Master Plan may include:

- Program Elements
- Support Facilities
- Vehicular Circulation
 - i. Points of Access
 - ii. Access Drives
 - iii. Parking
- Pedestrian Circulation
 - i. Points of Access
 - ii. Spectator Areas
 - iii. Trails & Greenways
- Other Identified Uses and Elements of Importance

F. FINAL MASTER PLAN

The Final Master Plan will produce a plan view rendered electronic graphic illustration of program elements, structures, vehicular and pedestrian circulation networks, and other uses identified throughout the design process. This Plan document will be a reproducible color document. The Final Master Plan will be set up to be used as a transition to Construction Documents. Elements may include:

- a. Recreational Uses
 - i. Athletic Fields
- b. Vehicular Circulation
 - i. Points of Access
 - ii. Access Drives
 - iii. Parking
- c. Pedestrian Circulation
 - i. Points of Access
 - ii. Spectator Areas
 - iii. Trails & Greenways
- d. Other Identified Uses and Elements of Importance
- e. Identified Improvement Options

Fee of Master Planning\$ 25,000.00

OPTIONAL ADDITIONAL SERVICES:

A. PERSPECTIVE 3D RENDERINGS

Dalhoff Thomas design/studio is proposing to prepare (2) two 3D Perspective Renderings. These renderings would provide the City of Starkville with high-quality character imaging of the proposed Master Plans. The Renderings would be computer-generated and would provide a visual representation for citizens, visitors, potential sponsors and prospective tournament attendees. The first image will be an aerial perspective of the complex and the second perspective will be in a gathering space to capture the character of the complex.

Fee for this Service.....\$ 7,800.00

B. PRELIMINARY GRADING AND DRAINAGE PLANS

Preparation of a preliminary grading and drainage plan to determine the general cut and fill requirements, determine pervious vs impervious surface areas, drainage areas, preliminary detention pond sizing, and preliminary drain pipe sizing for the project. These plans will be used to prepare a more accurate grading and drainage construction cost estimate.

Fee for this Service.....\$ 8,800.00

C. PRELIMINARY UTILITY PLANS

Preparation of preliminary site water and sewer utility plans. Plans will indicate preliminary layout and sizing. These plans will be used to prepare a more accurate utility construction cost estimate.

Fee for this Service.....\$ 4,000.00

D. PROBABLE CONSTRUCTION COST ESTIMATE

We will retain Burns Dirt Construction, Inc. of Columbus, Mississippi to prepare a probable construction cost estimate. Estimate includes a project breakdown by construction line items.

Fee for This Service.....\$ 4,600.00

E. MASTER PLAN BOOKLETT

After the approval of the Final Master Plan, DT Design will prepare a Master Plan Booklet. The Booklet will include but not limited to:

1. Site analysis
2. Program statement
3. Final master plan

4. Narrative for the final master plan
5. Summary of the planning process
6. Summary of the program and conceptual master plan meetings
7. 3D Perspective Images
8. Preliminary Grading and Drainage Plans
9. Site Utility Plans
10. Phasing recommendations
11. Probable construction cost estimate of each alternative
12. The final master plan document will be provided to the City of Starkville in a PDF file for reproduction. DT Design will provide 15 bound hard copies to the city.

Fee of this Service.....\$ 5,500.00

F. SPORTS PLEX AND MCKEE PARK MASTER PLAN REVISIONS

Since baseball and possibly softball are going to be located at the Cornerstone Park property, revisions to the Sports Plex and McKee Park Master Plans will be needed. It's envisioned that McKee Park will remain a passive park and the Sports Plex will become a Soccer Complex. These revisions will produce a plan view rendered Master Plan for each.

Fee for this Service.....\$ 6,000.00

SUMMARY OF FEES

Phase I – Master Planning.....\$ 25,000 .00

Subtotal.....\$ 25,000.00

Optional Additional Services

A. 3D Perspective Rendering.....\$ 7,800.00

B. Preliminary Grading and Drainage Plans\$ 8,800 .00

C. Preliminary Utility Plans\$ 4,000 .00

D. Probably Construction Cost Estimating.....\$ 4,600 .00

E. Master Plan Booklet\$ 5,500.00

F. Sports Plex and McKee Park Master Plan Revisions.....\$ 6,000.00

Total of Additional Services.....\$ 36,700.00

Total Fee all items.....\$ 61,700 .00

THIS SCOPE OF SERVICES DOES NOT INCLUDE:

- Architectural Services
- Branding
- Traffic Impact Study
- Environmental Study
- Construction Documents
- Economic Impact Study
- Utility Impact Study

DALHOFF THOMAS design studio hourly rates are as follows:

Principal	\$ 170.00
Planner/Landscape Architect III.....	\$ 110.00
Planner/Landscape Architect II	\$ 100.00
Planner/Landscape Architect I	\$ 80.00
Designer	\$ 70.00

Hourly rates are subject to change with a thirty (30) day prior notice

It is recognized that you may request additional services and if so desired, additional cost can be mutually agreed upon at the time requested.

We will bill you monthly until completion of the project (or upon completion of the project). Payments to *Dalhoff Thomas design studio* by the Client are expected monthly and are not connected to property purchases, loan approvals, or project approvals of any kind. In the event of breach or non-payment, the contracting party agrees to pay reasonable expenses of enforcement including attorney fees and costs.

Estimates of probable construction costs do not reflect actual construction bid cost and will vary final construction drawings are prepared. Dalhoff Thomas Design does not guaranty the accuracy of these costs.

The obligation to provide further services under the Agreement may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, *Dalhoff Thomas design studio* will be paid for all services rendered to the date of termination and all reimbursable expenses.

This proposal represents the entire understanding between you “Contracting Party” and us “Dalhoff Thomas design studio” in respect to the “Project” and may only be modified in writing signed by both of us. If this satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this copy of the Proposal Agreement in the space provided below and returning it to *Dalhoff Thomas design studio*.

Mayor Lynn Spruill
City of Starkville
June 13, 2018
Page 7

We are looking forward to working with you on this project. If you have any questions regarding this proposal, please do not hesitate to call. We will be waiting for your approval to proceed.

Sincerely,

Dalhoff Thomas design studio



Dean Thomas, PLA

Principal, Landscape Architect

Your signature on this copy will authorize us upon its receipt to commence work. Please sign, date and return one copy for our files.

BY: _____

Mayor Lynn Spruill -or- City of Starkville Representative

Date

33. CONSIDERATION OF A SPECIAL EVENT REQUEST BY CITY OF STARKVILLE TO HOLD THE ANNUAL 4TH OF JULY EVENT AND HAVE CITY PARTICIPATION WITH SERVICES.

Alderman Little, duly seconded by Alderman Miller, offered a motion to approve the 2018 4th of July Event to be held at the Sportsplex on July 4, 2018 with city services. 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: Yea

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

34. CONSIDERATION OF THE CITY OF STARKVILLE CLAIMS DOCKET FOR ALL DEPARTMENTS INCLUDING STARKVILLE UTILITIES DEPARTMENT AS OF JUNE 12, 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 Little, duly seconded by Alderman Sistrunk, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of June 12, 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	\$ 151,107.56
Restricted Fire Fund	003	1,555.67
Airport Fund	015	24,051.84
Restricted Airport	016	33,893.58
Sanitation	022	59,177.38
Landfill	023	101.00
Industrial Park Bond	303	214.07
Park and Rec, Tourism	375	9,117.45
Sub Total Before Utilities		\$ 313,846.75
Utilities Dept.	SED	753,347.63
Total Claims	Total	\$ 1,067,194.38

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

There came for consideration the matter of entering a closed session to determine if there is a proper cause for executive session. Upon the Motion of Alderman Little, seconded by Alderman 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: Yea
Alderman Sandra Sistrunk	Voted: Yea
Alderman David Little	Voted: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

Alderman Carver, who had been attending telephonically, chose to leave the meeting at this time.

36. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Sistrunk offered a motion to enter Executive Session for the purpose of pending litigation related to the landfill and a grievance of an employee of the utilities department. Following a second by Alderman Vaughn, the Board voted as follows to enter Executive Session:

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

Having received 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 pending litigation related to the landfill and a grievance of an employee of the utilities department.

At this time, the Board entered Executive Session.

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

Alderman Vaughn offered a motion to return to Open Session. Alderman Miller seconded 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.

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

38. MOTION TO ADJOURN UNTIL JULY 3, 2018 @ 5:30 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Vaughn, duly seconded by Alderman Miller, for the Board of Aldermen to adjourn the meeting until July 3, 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: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Yea

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

Attest:

D. LYNN SPRUILL

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM: MINUTES
AGENDA DATE: 7/17/18
PAGE: 1 of 4

SUBJECT: Request approval of the minutes of the June 29, 2018 work session 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 29, 2018 work session meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE WORK SESSION MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
Of The City of Starkville, Mississippi
June 29, 2018**

Be it remembered that the Mayor and members of the Board of Aldermen met in a Work Session on Friday, June 29, 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, Jason Walker and Patrick Miller. Attending the Board were Attorney Chris Latimer and Joanna McLaurin, Deputy Clerk/Grants Coordinator.

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.

Terry Kemp, Starkville Utilities General Manager, gave a presentation on the Infrastructure Rehabilitation.

Dr. Jason Barrett of the Mississippi State University Extension Service gave a presentation on the formula options for planning a working capital account to replace neighborhood water and sewer infrastructures.

During the work session, the Mayor and Board discussed items on the upcoming July 3, 2018 agenda. Department Directors were available to answer questions related to the items. All agenda items were discussed.

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

MAYOR D. LYNN SPRUILL

Attest:

SEAL

JOANNA MCLAURIN, DEPUTY CITY CLERK



WORK SESSION

CITY OF STARKVILLE, MISSISSIPPI

June 29, 2018

12:00 p.m.

- A. CALL THE MEETING TO ORDER**
- B. PRESENTATION BY DR. JASON BARRETT OF THE MISSISSIPPI STATE UNIVERSITY EXTENSION SERVICE ON THE FORMULA OPTIONS FOR PLANNING A WORKING CAPITAL ACCOUNT TO REPLACE NEIGHBORHOOD INFRASTRUCTURES**
- C. DISCUSSION OF THE AGENDA ITEMS FOR THE JULY 3, 2018, REGULAR 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 29, 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.



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

AGENDA ITEM: MINUTES
AGENDA DATE: 7-17-18
PAGE: 1 of several

SUBJECT: Request approval of the minutes of the July 3, 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 July 3, 2018 meeting of the Mayor and Board of Aldermen of the City of Starkville, MS.

**MINUTES OF THE REGULAR MEETING
OF THE MAYOR AND BOARD OF ALDERMEN
OF THE CITY OF STARKVILLE, MISSISSIPPI
July 3, 2018**

Be it remembered that the Mayor and Board of Alderman met in a Regular Meeting on July 3, 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 Sandra Sistrunk, David Little, Jason Walker, Patrick Miller, Roy A.' Perkins and Henry Vaughn, Sr. Aldermen Ben Carver attended telephonically. 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:

Alderman Miller asked that Personnel be removed from Executive Session.

Alderman Vaughn asked that the June 15, 2018 minutes be removed from consent.

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 Little offered a motion, duly seconded by Alderman Miller, to approve the July 3, 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, JULY 3, 2018
5:30 P.M., COURT ROOM, CITY HALL
110 WEST MAIN STREET**

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 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 DAY 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) 44CFR REQUIREMENTS.

B. PUBLIC HEARING 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.

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 ACCORDANCE 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. 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
THERE ARE NO ITEMS FOR THIS AGENDA

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 CORPORATE 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. PENDING LITIGATION

XV. OPEN SESSION

XVI. RECESS UNTIL JULY 10, 2018 @ 3:00 P.M. 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 – 5:

2. CONSIDERATION OF THE MINUTES OF THE JUNE 5, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the July 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval of the minutes of the June 5, 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 TO ACCEPT A BLUE CROSS & BLUE SHIELD OF MISSISSIPPI FOUNDATION, PERIOD OF THE HEALTHY HEROES PROGRAM GRANT 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the July 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval to accept a Blue Cross & Blue Shield of Mississippi Foundation, Period of the Healthy Heroes Program Grant for the amount of \$44,647.00 with the City to use the 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, with no cost to the city” is enumerated, this consent item is thereby approved.

4. CONSIDERATION TO ALLOW GERRY LOGAN TO ATTEND NATIONAL RECREATION AND PARK ASSOCIATION CONFERENCE IN INDIANAPOLIS, INDIANA ON SEPTEMBER 24-28, 2018.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the July 3, 2018 Official Agenda, and to accept items for consent, whereby the “approval 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” is enumerated, this consent item is thereby approved.

5. CONSIDERATION TO ALLOW TERRY KEMP TO ATTEND SEVEN STATES POWER CORPORATE BOARD MEETING AND FOLLOW UP MEETING ON JULY 15-17, 2018 IN CHATTANOOGA, TN.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, and adopted by the Board to approve the July 3, 2018 Official Agenda, and to accept items for consent, whereby the “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” is enumerated, this consent item is thereby approved.

6. CONSIDERATION OF THE MINUTES OF THE JUNE 15, 2018 MEETING OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF STARKVILLE, MS.

Upon the motion of Alderman Walker, duly seconded by Alderman Miller, to approve the June 15, 2018 minutes of the Mayor and Board of Aldermen, 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.

ANNOUNCEMENTS AND COMMENTS:

MAYOR’S COMMENTS: Mayor Spruill invited everyone to the Sportsplex Wednesday, July 4, from 5 p.m. till 9 p.m. She also discussed classes she attended at the recent MML Conference. The Mayor noted Starkville was recently named a “Best Place to Live in Mississippi”.

BOARD OF ALDERMEN COMMENTS:

Alderman Sistrunk discussed new travel requirements passed by the State.

Alderman Little thanked the group that placed the hundreds of flags throughout downtown.

Alderman Perkins noted that it was the 25th anniversary of his being an Alderman of the City of Starkville.

CITIZEN COMMENTS:

Alvin Turner, Ward 7, noted it has been two years since his brother was shot and killed. He thanked everyone for the support shown to his mother and family.

Dorothy Isaac, Ward 6, thanked Alderman Perkins for his twenty five years of service. She stated the north side of town needs improvement and urged the city to look into development.

PUBLIC APPEARANCES:

JEFFREY RUPP PROVIDING INFORMATION ON THE LEMONADE DAY PROJECT.

Jeffery Rupp, Director of Outreach for the Mississippi State Entrepreneurship Center, along with the “Lemie” Lemonade Day mascot, presented information on the Starkville Lemonade Day project. With support from Mississippi State University, young people in Starkville will be learning entrepreneurial skills by taking part in Lemonade Day on August 18. A kick-off meeting for parents and kids interested in participating took place June 30 at the Glo Headquarters with approximately 100 youth participating. The event is part of the national Lemonade Day program, which for 10 years has organized community lemonade stand events to help develop life skills, character education and an entrepreneurial spirit in youth. MSU’s College of Business and its Center for Entrepreneurship and Outreach is sponsoring the community event, along with Cadence Bank and Castle Properties. All participants will have the opportunity to make money from their stand while learning financial literacy. In addition to teaching kids about business, there is a strong emphasis on community service. Nationally, 73 percent of Lemonade Day business owners share their profits with charities in their communities.

PUBLIC HEARINGS:

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) 44CFR REQUIREMENTS.

Buddy Sanders presented. The Federal Emergency Management Agency is requiring cities update and/or adopt new flood damage prevention codes to remain in flood insurance programs. Some twenty words and or phrases need to be updated in the City of Starkville Ordinance.

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.

A second public hearing will be held July 17, 2018.

PUBLIC HEARING 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.

Buddy Sanders presented CU 18-02. 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. 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.
4. All of the above conditions shall be fully and faithfully executed or the conditional use shall become null and void.

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

Shanaria Smith, Nekitia Smith, Tracey Baldwin, and Reshequia Henderson, the applicants, appeared and asked that the conditional use be granted and that several will become first time homeowners with this approval.

Chris Taylor asked that the Board support them in their efforts to become homeowners. He noted there are already several mobile homes on Sand Road.

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

Alderman Vaughn, duly seconded by Alderman Little, offered a motion to approve CU 18-02 allowing for 5 mobile homes on Sand Rd on Starkville Oktibbeha Consolidated School District property with recommended conditions. 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.

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.

Buddy Sanders presented RZ 18-03. 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.

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

Jason Pepper asked the Board to approve the request in that there appears to have been no reason for the area to have been zoned C-2 other than error. He also reassured the City that there are no plans to locate mobile homes in the area.

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

Alderman Walker, duly seconded by Alderman Little, offered a motion to approve 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 with a condition that no mobile homes will be placed on these parcels. 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.

7. CONSIDERATION OF SEWER AND WATER RATE CHANGES FOR THE PURPOSE OF REPLACING EXISTING INFRASTRUCTURE IN THE CITY OF STARKVILLE AND REPAIRING THE LAGOON.

Mayor Spruill introduced the topic and thanked Dr. Barrett and Terry Kemp for their work. 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.

Alderman Perkins discussed the recent article in the local paper pertaining to this topic and he noted the history of Starkville water rates.

Dr. Barrett presented a power point presentation on water and sewer rates, comparisons, facts and consumption information. He discussed the need for funding depreciating infrastructure and not waiting to locate money when repairs are needed. Most of the City's infrastructure is at least fifty years old. Approximately 30% of customers under the proposed plan will have lower bills or see no change.

Aldermen agreed they all want to provide better services to citizens and the City needs to be proactive, not just waiting until lines and services become unrepairable.

Alderman Sistrunk presented the following charts and proposal:

LAGOON & INFRASTRUCTURE SAMPLE MONTHLY BILL: \$3.25/kGal	kGal	Water			Sewer			TOTAL CHANGE
		Current	Proposed	Difference	Current	Proposed	Difference	
Customer #1: Single Person	0.90	6.03	4.00	(2.03)	5.53	4.00	(1.53)	(3.57)
Customer #: Two Person Family	3.98	12.99	13.69	0.70	12.49	13.69	1.20	1.89
Customer #3: Five Person Family	5.48	16.38	18.56	2.18	15.88	18.56	2.68	4.85
Customer #4: Medical Office	5.11	15.55	17.36	1.81	15.05	17.36	2.31	4.12
Customer #5: Hospital	1,410.00	3,190.60	4,583.25	1,392.65	3,190.10	4,583.25	1,393.15	2,785.80
Proposed Rates:					Use of Funds:			
Base Rate, Water	\$4				Lagoon/Plant Upgrades	\$	800,000	
Base Rate, Sewer	\$4				Water/Sewer Improvements	\$	965,000	
Base Gallons	1,000 gal							
Variable Gallons	\$3.25/1000 gal							

Alderman Sistrunk offered a motion to adopt a new rate structure and set the base water rate for 0 - 1000 gallons used to \$4.00 and the base sewer rate for 0 - 1000 gallons used to \$4.00 and variable gallons at \$3.25 per 1,000 gallons with the additional amount generated to be provided as working capital for the purpose of replacing aging water and sewer infrastructure in neighborhoods to begin with September 1 usage. The motion was duly seconded by Alderman Little and the Board voted as follows:

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

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

Terry Kemp agreed to fully notify all customers of the new rate structure and have a designated project manager who will keep areas informed of construction when repairs begin.

Alderman Carver, who had been attending telephonically, chose to leave the meeting at this time.

8. REPORT BY CITY ENGINEER ON THE OVERLAYING AND STRIPING OF CITY STREETS IN ACCORDANCE WITH THE 2018 STREET IMPROVEMENT PROGRAM.

City Engineer Edward Kemp presented a project overview and timeline of Phase I of the 2018 Street Improvement program. Over five miles of roads have been completed. He showed various before and after photos of many of the roads. The bids were opened May 8 with Falcon Construction the lowest bidder. Falcon completed work weeks ahead of schedule. Discussion followed as to when Phase 2 can begin. Alderman Sistrunk will research when the second bond approved can be issued for the funding of the next phase.

9. CONSIDERATION TO 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.

Alderman Walker, duly seconded by Alderman Miller, offered a motion to approve the 2018 Run United 5k Kickoff and have City participation with in-kind services on September 22, 2018, pending adequate insurance be provided up to thirty days prior (August 22, 2018) to the event consistent with the City's special event policy. 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

10. 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.

Buddy Sanders presented VA 18-03. 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 deadlocked 3-3 on a motion to deny the request. Therefore, there is no recommendation from the Board of Adjustment and Appeals.

Alderman Miller, duly seconded by Alderman Perkins, offered a motion to deny VA 18-03. 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 and the variance request denied.

11. CONSIDERATION 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.

Upon the motion of Alderman Little, duly seconded by Alderman Miller, to approve the City of Starkville Claims Docket for all departments including Starkville Utilities as of June 26, 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: 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: Nay
Alderman Henry Vaughn, Sr.	Voted: Nay

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

General Fund	001	\$ 582,228.72
Airport Fund	015	7,282.32
Sanitation	022	40,441.36
Landfill	023	802.66
Industrial Park Bond	303	153.75
Public Improvement Bonds 2018	319	999,592.48
Park and Rec, Tourism	375	9,711.25

Trust and Agency	610	21,268.18
Econ Dev, Tourism and Conv	630	95,926.01
Sub Total Before Utilities		\$ 1,757,406.73
Utilities Dept.	SED	336,835.84
Total Claims	Total	\$ 1,943,177.42

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

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

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

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

Alderman Vaughn left the meeting at this time.

13. A MOTION TO ENTER EXECUTIVE SESSION.

Alderman Walker offered a motion to enter Executive Session for the purpose of pending litigation related to the landfill. 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: Yea
Alderman Jason Walker	Voted: Yea
Alderman Patrick Miller	Voted: Yea
Alderman Roy A'. Perkins	Voted: Yea
Alderman Henry Vaughn, Sr.	Voted: Absent

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 pending litigation related to the landfill. At this time, the Board entered Executive Session.

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

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

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

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

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

15. MOTION TO SETTLE THE CASE OF CITY OF STARKVILLE, MS V. DANIELS INVESTMENTS, LLC, LMK, LLC, AND MARGARET SUDDUTH COPELAND, CAUSE NO. 2017-415-CVH, PENDING IN THE SPECIAL COURT OF EMINENT DOMAIN, OKTIBBEHA COUNTY, MS.

Alderman Perkins offered a motion to settle the case of City Of Starkville, MS V. Daniels Investments, LLC, LMK, LLC, and Margaret Sudduth Copeland, Cause No. 2017-415-CVH, pending in the Special Court of Eminent Domain, Oktibbeha County, MS, on the following terms:

1. City to purchase 4.48 acres for additional landfill buffer territory from the defendants for \$50,000.00.
2. The expanded buffer will be natural and undisturbed to include its current habitat of canopy trees, understory trees, and shrubs and grasses meeting EPA / MDEQ buffer standards.
3. If any run-off from the landfill onto the land owned by the defendants, adjacent to the 4.48 acre buffer parcel, is determined to be caused by the landfill and environmentally contaminated based on EPA / MDEQ standards, the City will address the contamination per EPA / MDEQ standards, regulations, and guidelines.
4. The 4.48 acre buffer parcel will be adjacent to the landfill, as shown and described on the Neel Schaffer survey on file in this case, and will leave the remainder of the defendant's property intact and available for any use allowed by law.

In addition, the City Attorney is authorized to enter into a Release and Settlement Agreement consistent with these terms and to seek an Order of Dismissal with prejudice from the Court.

Alderman Little seconded 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: Absent

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

16. MOTION TO RECESS UNTIL JULY 10, 2018 @ 3:00 IN THE COURT ROOM AT 110 WEST MAIN STREET.

Upon the motion of Alderman Perkins, duly seconded by Alderman Miller, for the Board of Aldermen to recess the meeting until July 10, 2018 @ 3:00 at 110 West Main Street in the Court Room of City Hall, the Board voted as follows:

Alderman Ben Carver	Voted: Absent
Alderman Sandra Sistrunk	Voted: Yea

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

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

SIGNED AND SEALED THIS THE _____ DAY OF _____ 2018.

D. LYNN SPRUILL, MAYOR

Attest:

LESA HARDIN, CITY CLERK

(SEAL)



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 17, 2018
PAGE: Page 1 of 28

SUBJECT:

Second public hearing and consideration 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

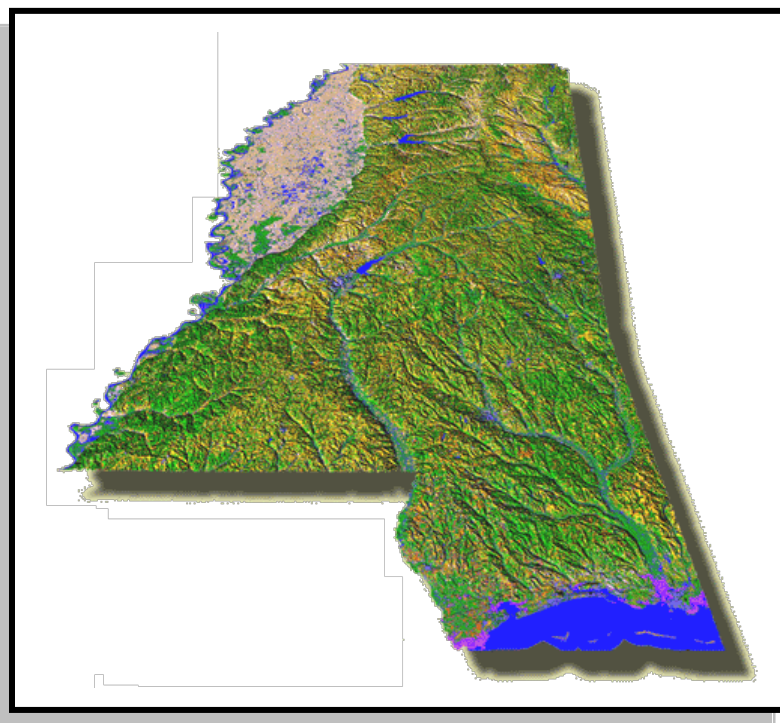
SUGGESTED MOTION:

Move approval of adopting the updates to Chapter 62 – Floods, Article II. – Flood Damage Prevention of the Code of Ordinances, City of Starkville, Mississippi, to meet FEMA flood insurance requirements.

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.: Mayor's Business
AGENDA DATE: July 17, 2018
PAGE: Page 1 of 9

SUBJECT: Discussion and consideration of becoming an affiliate with the Wildflower Trails of Mississippi program and establishing wildflower test areas within the right-of-way of Starkville, Mississippi.

AMOUNT & SOURCE OF FUNDING

All supplies, installation and labor are done through the MS State Extension Center at no cost to the city.

AUTHORIZATION HISTORY:

A partnership between the Mississippi State University Extension Service, Keep Mississippi Beautiful, the Mississippi Soil and Water Conservation Service, the Natural Resource and Conservation Service, the Mississippi Department of Transportation, and the Mississippi Master Gardeners is helping bring wildflowers to public areas and rights-of-way across the Magnolia State through the Wildflower Trails of Mississippi Program.

Pollinators and associated native plants are vitally important to production agriculture and healthy ecosystems. Pollinators make possible the reproduction and growth of more than 180,000 different plant species and more than 1,200 crops, ultimately adding nearly \$217 billion to the global economy.

Current wildflower sites that are a part of this program include parks, commercial landscapes, road medians, intersections, rights-of-way.

Benefits of Planting Wildflowers:

- Litter free, colorful roadways are good for tourism.
- Roadsides and medians where wildflowers are planted require less maintenance once established than grass areas that need to be cut.
- Landscaping, such as wildflower plantings, improve property values.
- Wildflowers provide important habitat for wildlife and insects.

REQUESTING

DEPARTMENT: Mayor's Office

DIRECTOR'S

AUTHORIZATION: Mayor's Office

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

Wildflower Trails of Mississippi



Wildflower Trail

Pollinators and associated native plants are vitally important to production agriculture and healthy ecosystems. Pollinators make possible the reproduction and growth of more than 180,000 different plant species and more than 1,200 crops, ultimately adding nearly \$217 billion to the global economy. To help support pollinators and create beneficial habitat, a partnership between the Mississippi State University Extension Service, Keep Mississippi Beautiful, the Mississippi Soil and Water Conservation Service, the Natural Resource and Conservation Service, the Mississippi Department of Transportation, and the Mississippi Master Gardeners is helping bring wildflowers to public areas and rights-of-way across the Magnolia State.

This project has several goals: (1) to increase awareness and education of the importance of pollinators and their role in the environment; (2) to increase awareness and education of the importance of native plants and their role in the environment; (3) to enhance aesthetics through the beauty of wildflowers; and (4) to generate tourism and economic development. The intent of this publication is to describe the establishment and maintenance of these wildflower areas for the benefit of city, county, and state right-of-way managers and public works employees who want to successfully manage wildflower plantings.

Site Preparation

Sites selected for the Wildflower Trail are publicly accessed parks, trails, and commercial landscapes. Other sites



Figure 1. This elevated median was tilled before sowing. Multiple passes over a site may be required to break down large clods. A smooth soil surface prevents broadcast seed from getting buried too deep between clods during weathering.

include road medians, intersections, and rights-of-way. For each of these areas, most are actively maintained (routine mowing) and mostly dominated by sod-type grasses. These include seeded perennial grasses, such as bermudagrass (*Cynodon dactylon*), bahiagrass (*Paspalum notatum*), ryegrass (*Lolium* spp.), and tall fescue (*Schedonorus arundinaceus*); volunteered weedy species, such as Johnsongrass (*Sorghum halapense*), several species of crabgrass (*Digitaria* spp.), vaseygrass (*Paspalum urvelli*), knotroot foxtail (*Setaria parviflora*), bluestem (*Andropogon* spp), bromes (*Bromus*

Table 1. Recommended herbicides for site preparation of designated wildflower areas.¹

Active ingredient	Trade name	Rate	Adjuvant	Comments
Clethodim (26.4 percent active ingredient)	Select 2EC, Clethodim, Arrow	8 ounces per acre	Crop oil (1 quart per acre)	Controls grasses only. Applications should be made in the summer to actively growing plants, such as bahiagrass and bermudagrass.
Glyphosate (41 percent active ingredient)	Roundup, Buccaneer, Gly-star, etc.	2 percent solution	None	Applications should be made in the fall 4–6 weeks before killing frost.

¹Consult herbicide labels for safety protocols, recommended rates for species to control, and proper application methods.



Figure 2. Cultipacking after seeding allows the seed to be pressed into the soil surface, allowing for greater seed-to-soil contact, which enables seed to imbibe water and nutrients for germination and development.

spp.), silver beardgrass (*Bothriochloa laguroides*), panicgrasses (*Dichanthelium* spp.), and lovegrasses (*Eragrostis* spp.); and broadleaf weeds.

Depending on the level of management at a specific location, herbicides may have been applied, thus controlling broadleaf weeds and summer annual grasses. Of the weeds listed, however, the most troublesome for wildflower success are the perennial grass sods. Typically, recommendations for herbicide control for sites with these weeds is a minimum 2-year process. This is due to the timing of application for greatest control, along with plant-back intervals associated with some of the wildflower species. To address site preparation for these weed species, here are some recommendations for warm-season and cool-season species.

Warm-Season Control

This section deals specifically with the control of bahiagrass, bermudagrass, and other warm-season perennial grasses. These two species are warm-season sod grasses, actively growing from April through October. After a killing frost, these species go dormant, remain inactive through the winter, and do not emerge again until air temperatures reach 50–55 degrees. For noncrop areas, such as rights-of-way or parks, only certain herbicide products can be used.

Also, for the purpose of the Wildflower Trail and for establishing sensitive species, managers must pay special attention to the plant-back interval for the herbicide to be used. For instance, when using an herbicide with the active ingredient imazapyr (4 pounds of active ingredient per gallon) at 40 ounces per acre (the highest label rate for bermudagrass control), it is best to plan for a 12-month

waiting period, followed by a field bioassay. For most sites, we would not recommend this type of product.

Bahiagrass and bermudagrass may be controlled using several products in certain agricultural settings. For noncrop areas where managers work with small budgets for chemical purchases and limited herbicide knowledge and expertise, the following steps are recommended for bahiagrass and bermudagrass control (Table 1). At least three applications are required before planting. The first application should include clethodim (26.4 percent active ingredient) at a rate of 8 ounces per acre. Mix crop oil at 1 quart per acre with this product for more effective uptake and burndown. Examples of trade names for this herbicide include Select 2 EC, Envoy Plus, Arrow, and Clethodim. This chemical is a graminicide, meaning it controls grasses only. It will not control broadleaf weeds.

The second application should be glyphosate (41 percent active ingredient) sprayed 4–6 weeks before the first killing frost in the fall before planting. Glyphosate should be mixed into a 2 percent solution rate (2 gallons of product plus 98 gallons of water). Most formulations of glyphosate already contain a surfactant. If the product does not contain a surfactant, add a nonionic surfactant at the rate of 1 quart per 100 gallons of spray mix solution.

Spraying in the fall helps herbicide solutions move into roots of the dying vegetation as it stores carbohydrates for the winter, thus maximizing effectiveness. When using calibrated spray equipment, apply herbicides using a minimum pressure of 30 pounds per square inch and 15 gallons of water per acre to insure adequate coverage to all growing leaves and stolons. Do not apply herbicides when plants have been stressed by heat, compaction, recent mowing, drought, or excessive moisture. Otherwise, the herbicide will not be taken up effectively.

The third application of glyphosate should be made in the spring once cool-season weeds have germinated and are actively growing. These weeds include annual ryegrass (*Lolium multiflorum*), henbit (*Lamium applexicaule*), buttercup (*Ranunculus* sp.), and mustard (*Brassica kaber*). This application rate should be at 1 quart per acre.

Cool-Season Control

Tall fescue and annual ryegrass are the predominant cool-season grasses seen along rights-of-way in Mississippi. Annual ryegrass is a short-lived, bunch-type grass that establishes quickly in the fall during the onset of dormancy in warm-season species. Annual ryegrass is a valuable forage crop, and it is often overseeded as temporary cover in highly visible or high-traffic areas because of its rapid germination, aggressive growth, affordability, winter color, and ability to aid in erosion control. Because

it cannot tolerate high temperatures, vegetative growth is limited from about October to May across most of Mississippi.

Tall fescue, a perennial, clump-forming grass that may propagate from both seed and rhizomes, is highly adaptable to variable environmental conditions. Kentucky-31 is the most notable cultivar, and its persistence is partially due to a mutually beneficial relationship with a fungal endophyte. Tall fescue primarily grows north of the Interstate 20 corridor, but it may be found as far south as I-10 in moist areas and in partial sun or shade. Plant growth and seed germination occur when average soil temperatures are between 50 and 65 degrees and day/night temperatures are between 59/50 degrees and 75/66 degrees. In north Mississippi, this period of increased plant growth usually occurs from October to November and from April to May.

Both tall fescue and ryegrass enter their reproductive phase in late spring when temperatures increase, producing highly viable seed. Seedlings may quickly sprout and cover open gaps in vegetation, creating thick stands that are difficult to control once established.

Control of either species requires careful consideration months in advance. Both tall fescue and ryegrass are prolific seed producers, and despite above-ground biomass removal, new plants may emerge indefinitely from a viable soil seed bank. Therefore, herbicide control should happen before seed development. For complete eradication of tall fescue, repetitive control practices over multiple growing seasons will likely be necessary. However, adequate postemergence control of aboveground biomass is feasible within a year without leaving residual herbicide to compromise future plantings. A spray-smother-spray approach is effective for cool-season perennial-grass control in areas where an annual cool-season cover is allowed and planting equipment can operate.

With this method, managers treat vegetation with a nonselective herbicide such as glyphosate at 1.5 pounds (acid equivalent) per acre (1.33 quarts of Roundup Powermax®) in the fall once plants are actively growing. Many glyphosate-based products, specifically Roundup®, already contain a surfactant blend. A cool-season annual crop, such as wheat, is planted primarily to stabilize soil

Table 2. Wildflower seed mix used for the Wildflower Trails of Mississippi project.

Species	Common Name
Grass	
Little bluestem	<i>Schizachyrium scoparium</i> (Michx.) Nash
Side oats grama	<i>Bouteloua curtipendula</i> (Michx.) Torr.
Splitbeard bluestem	<i>Andropogon ternatus</i> Michx.
Forbs	
Blackeyed Susan	<i>Rudbeckia hirta</i> L.
Purple coneflower	<i>Echinacea purpurea</i> (L.) Moench
Mexican hat	<i>Ratibida peduncularis</i> (Torr. & A. Gray) Barnhart
Plains coreopsis	<i>Coreopsis tinctoria</i> Nutt.
Lance-leaved coreopsis	<i>Coreopsis lanceolata</i> L.
Dwarf red plains coreopsis	<i>Coreopsis tinctoria</i> Nutt.
Cosmos	<i>Cosmos bipinnatus</i> Cav.
Sulphur cosmos	<i>Cosmos sulphureus</i> Cav.
Shasta daisy	<i>Leucanthemum x superbum</i> (Bergmans ex J. W. Ingram)
Wild blue lupine	<i>Lupinus perennis</i> L.
Corn poppy	<i>Papaver rhoeas</i> L.
Legumes	
Illinois bundle flower	<i>Desmanthus illinoensis</i> (Michx.) MacMill. ex B. L. Rob. & Fernald
Partridge pea	<i>Chamaescrista fasciculata</i> (Michx.) Greene
Purple prairie clover	<i>Dalea purpurea</i> Vent.
White prairie clover	<i>Dalea candida</i> Michx. Ex Willd.



Figure 3. In this elevated median, the seed mix was broadcast by hand after tillage and cultipacking. Timely rains and excellent site preparation are key to getting successful stands.

during the winter. In the spring, before tall fescue seed production, a second glyphosate application is made in order to control any emerged plants and to terminate the cover crop before planting the wildflower mix.

Imazapic may also be tank mixed with this spring broadcast application or applied alone at planting at rates up to 0.0625 pound of active ingredient per acre (4 fluid ounces of Plateau®) to provide further annual weed and seedling tall-fescue control. When applying imazapic alone, add a nonionic surfactant with at least 80 percent in formulated product at a rate of 0.25 percent volume/volume (percent volume of herbicide in the total volume of spray solution). Keep in mind that a remnant thatch layer will need to be minimized or removed to ensure proper herbicide-soil contact. When removing thatch via burning or conventional tillage, apply imazapic afterwards at the time of planting.

Tillage

There are several factors to consider before using tillage. For small areas with minimal slope—when existing vegetation has been controlled using the methods previously described—tillage can be beneficial. By tilling, you fluff the upper 5 inches of soil, exposing moisture and creating an arable surface for germination and root development (Figure 1). However, tillage can also expose weed seed beneath the soil, creating ideal conditions for its germination and emergence. Examples of tillable sites include elevated medians, landscaped areas next to buildings, and park trails. In areas where tillage can be used, it is highly recommended to cultipack soil after planting to ensure improved seed-to-soil contact (Figure 2).

For some sites in this project, roadsides and slopes are often chosen as areas to establish. These are excellent choices because they typically provide angles of vision for the wildflowers that make them more visible. These sites, however, should remain untilled to avoid erosion and loss of topsoil. Some of the wildflower species on this trail are quick to germinate and colonize, but they do not substitute for sod grasses that can completely cover the soil surface, protecting it from erosion.

Seeding Mix

For this project, we developed a seed mix that could be used throughout Mississippi (Table 2). All species used were native to North America. Ideally, managers would plant genetically distinct local varieties so sites could be established with plants adapted to specific regions and environments. However, commercial sources of seed for certain species of native plants are rare, and the seed may be prohibitively expensive. Therefore, we purchased seed from an out-of-state vendor. It contained the most adapted species when available.

We developed the particular seed mix for this project to address several issues. First, several of the partners involved in the project had little or no experience in cultivating natural areas. This mix incorporated species known to germinate and develop rapidly, thus providing evidence of a successful planting and also yielding quick color. Second, species in this mix include annuals, perennials, grasses, forbs, and legumes, providing color from spring until fall, along with structure (grasses) during the winter if desired. Third, since many of the areas to be planted are rights-of-way or in park settings, all species included in the mix are considered short statured—mature heights of 3 feet or less. Weeds, such as Johnsongrass, present in the planted



Figure 4. Specialized broadcast spreaders with agitators and picker wheels help spread light, fluffy seed mixes.



Figure 5. A no-till drill is useful in larger areas where tillage is not an option. Using a drill allows for less seed to be used because it is metered out, as opposed to being broadcast to the soil surface. Specialized drills allow for light, fluffy seed mixes to be easily planted.

area may reach heights greater than 3 feet, thus justifying the use of weed control. However, all species included in the mix are tolerant to a postemergent application of the herbicide imazapic. This specific chemical can control several problematic grass and broadleaf weeds during the establishment phase. See the “Weed Control and Stand Maintenance” section for more information.

Finally, we designed this mix to suit a majority of soils and climates across Mississippi. Soil pH, moisture, soil nutrition and texture, sunlight duration and intensity, and maintenance requirements change from site to site. This mix provides environmental diversity so that at least a few species will thrive in each environment. Just because these are native plants does not necessarily mean they will establish and colonize on poor sites. Better site selection and soil conditions will result in a more successful planting.

Planting Methods

There are several ways to plant the seed mix. The easiest method is simply broadcasting seed by hand, which can be very successful in small areas where tillage can be used (Figure 3). When broadcasting seed onto a tilled (prepared) seedbed, use a cultipacker after seeding to press seed into the soil. In larger areas where hand broadcasting is not feasible, use a broadcast spreader specifically designed to handle fluffy seed (Figure 4).

The seed mix used in this project is very light and fluffy, and it will not flow through conventional broadcast seeders. Again, use a cultipacker after planting. The third method is to use a no-till drill (Figure 5), which is useful in larger areas where tillage is not feasible. A specialized seed drill with agitators and picker wheels must be used in

order to distribute the seed evenly through the seed tubes and into the soil surface. There are several advantages to this method: (1) reduced soil disturbance; (2) the ability to see rows of seedlings and differentiate desired versus undesired vegetation; and (3) conserved soil moisture during germination.

Weed Control and Stand Maintenance

The species mix used in this project tolerates imazapic herbicide (Figure 6), which is registered for sale in Mississippi under several trade names, including Imazapic, Impose, Panoramic, and Plateau. Postemergence applications of 4 ounces per acre with nonionic surfactant can be used to control annual grasses such as broadleaf signalgrass (*Brachiaria platyphylla*), foxtail (*Setaria* sp.) and crabgrass, as well as Johnsongrass. Broadleaf weeds that are controlled at this rate include morningglory (*Ipomoea* sp.), pigweed (*Amaranthus* sp.), sicklepod (*Senna obtusifolia*), and smartweed (*Polygonum* sp.). Rates greater than 4 ounces per acre applied postemergence can harm wildflowers. Equipment used in making applications must be properly calibrated, and there must be no overlapping when multiple passes are made at the planted site.

Note that wildflower foliage and blooms will appear burned and fall off when you use this product after the flowers have bloomed. This damage is mostly due to the effects of the surfactant and will be most pronounced when temperatures are above 95 degrees. With ample rainfall and good soil conditions, however, the flowers will rebloom.

Another option for weed control in wildflower plantings is the use of a graminicide (grass weed



Figure 6. Postemergent applications of imazapic can control annual grasses and broadleaf weeds. A treated area is on the left. Blooms of desirable wildflowers may seem burned after application, but they will recover after favorable conditions.

herbicide), which controls both annual and perennial grasses. The herbicide group contains several chemicals, including clethodim, fenoxaprop, fluazifop, quizalofop, and sethoxydim, which are sold in nearly 100 trade-name products. Graminicides may be used to control grassy weed competition during wildflower establishment.

However, our seed mixture contains three grass species. Applying a graminicide will kill emerging seedlings of these desired species. Therefore, only use a graminicide if grassy weed competition has exceeded 50 percent coverage of the planted area.

To maintain these wildflower areas, wait until after the first killing frost of fall to mow. This precaution will give the wildflowers and grasses time to produce mature seed. Mowing the seed heads will disperse these seeds onto the

soil surface. Exposure to cool, wet conditions through the winter will help some of the annual species germinate the following spring. Reseeding potential of some of the species in the mix is not known and will vary from site to site.

Summary

The Mississippi Wildflower Trail project is a great way to bring beauty and awareness to public areas and rights-of-way across Mississippi. Interested municipalities, contractors, right-of-way managers, and public works employees are encouraged to contact their county Extension office for more information on this project and to ask any questions they may have in getting a wildflower area established.

Publication 3000 (POD-09-16)

By **Dr. J. Brett Rushing**, Assistant Extension/Research Professor, Coastal Plain Branch Experiment Station; **Dr. John Byrd**, Extension/Research Professor, Plant and Soil Sciences; and **David Russell**, Extension Associate I, Plant and Soil Sciences.



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

AGENDA ITEM DEPT.: Board Business
AGENDA DATE: July 17, 2018
PAGE: Page 1 of 4

SUBJECT:

Discussion and consideration for updating the residential parking requirements of the zoning ordinance.

INFORMATION:

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.

Overview of Changes between Draft 2 and Draft 3:

- Separated the definition of Recreational Vehicle and Equipment. See 3(a)
- Add hard surface requirement to Recreational Vehicles in front yard. See 3(e)
- Corrected clerical errors
- Change language about holidays. See 3(d)

Staff recommends that if this ordinance is approved, the requirements for new construction shall be enforced after the effective date of this ordinance. All other requirements would have an enforcement grace period of one year from the effective date of this ordinance. During this grace period, warning will be issued with information on how to become compliant with this ordinance. Variance from the requirements of this ordinance that are applied for during the grace period will not be charged an application fee.

REQUESTING

DEPARTMENT: Aldermen Miller- Ward 5

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT:

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

SUGGESTED MOTION:

PROPOSED RESIDENTIAL PARKING ORDINANCE UPDATE

Current Ordinance- Appendix A- Zoning, Article VIII.- Off-Street Parking

~~Sec. A. — Automobile parking requirements.~~

~~Off-street automobile storage or parking spaces shall be provided in all districts other than the C-3 central business district zone. For each dwelling, multiple dwelling, business or industrial establishment there shall be provided and maintained off-street parking facilities to accommodate the motor vehicles used by the occupants, customers, clientele, and employees of such structures. Such space shall be provided with vehicular access to a street or alley and equal to or greater than in number of area the minimum requirements set forth. Each required parking space shall be not less than nine feet in width and 18 feet long, and in addition, there shall be adequate space for ingress and egress to all spaces.~~

~~Sec. B. — Residential, commercial and industrial uses.~~

~~1. — Parking for residential use shall be provided as follows:~~

Square footage of residential unit (structure)	Number of parking spaces required
— 0 — 449	1½
— 450 — 749	2
— 750 — 999	2½
— 1,000 and over	3

~~The square footage shall be determined by the measurement from outside wall to outside wall of the enclosed living area. When assessing the required number of parking spaces, all fractions shall be rounded upward to the nearest whole number.~~

~~2. — Parking for commercial and industrial uses shall be provided as specified in this article.~~

Proposed Ordinance- Appendix A- Zoning, Article VIII.- Off-Street Parking

Sec. A. - Automobile parking requirements.

The following regulations shall apply to all districts other than those zoned Transect District. Regulations relating to parking for the Transect Districts are specified in the Transect District zoning sections of the Code of Ordinances. Off-street parking shall be provided in all non-Transect District zoned property. All off-street parking shall be accessible to a street or alley. Each required parking space shall be not less than nine (9) feet in width and eighteen (18) feet length. There shall be adequate space for ingress and egress to all spaces. Minimum drive aisle width for parking lots shall be determined by the Development Review Committee. Locations for required landscape areas for parking lots are illustrated in Chapter 112.

Sec. B. – Residential Use Parking Requirements.

The following regulations shall apply to all properties that are zoned for residential use with the exception of properties zoned Transect 4, Transect 5, or Transect 6 Districts:

1. Number of required spaces for new construction

- a. For a lot with two (2) or less dwelling units the parking shall be calculated at One (1) parking space per bedroom.
- b. For a lot with three (3) or more dwelling units the parking shall be calculated at One and quarter (1 ¼) parking spaces per bedroom.

2. Off-street parking requirements

- a. Parking shall only be permitted on a hard surface. Parking shall not be permitted on open lawn area from the front façade of the building to the street. A hard surface shall be defined as either concrete, asphalt, gravel, or pavers.
- b. Maximum driveway width (curb cut) shall be twenty (20) feet at the edge of pavement at the street.
- c. Gravel driveways shall have a concrete apron that is a minimum of eight (8) feet from the property to the edge of pavement at the street. The design of the apron shall prevent loose gravel from being deposited on the sidewalk and roadway.

3. Recreational vehicles and equipment

- a. For the purposes of this section, recreational vehicles shall include: travel trailers, motor homes, boats, personal watercraft, and all-terrain vehicles. Equipment shall include: utility trailers, construction dumpsters, and temporary storage containers.
- b. Recreational vehicles and equipment shall be stored behind the nearest portion of a building to the street in either the side yard, rear yard, garage, carport, or an enclosed building. For loading and unloading, recreational vehicles and equipment shall be permitted to park anywhere on the property for a maximum of twenty-four (24) hours.
- c. Parking of recreational vehicles and equipment is not permitted on any public street for a period in excess of twenty-four (24) hours.
- d. Recreational vehicles cannot be used as a dwelling. Recreational vehicles can be used as short term sleeping quarters during home game weekends for Mississippi State University for a maximum of three (3) nights consecutively not to exceed thirty (30) days within a calendar year as well as during city-recognized holidays. During this short-term period, one recreational vehicles may be parked in the driveway of an occupied dwelling as long as the vehicle does not block public sidewalks or protrude into the street.
- e. Recreational Vehicles shall be allowed on the side of the front yard on a hard surface if applicant demonstrates that items cannot be located in the side yard, rear yard, garage, carport, or an enclosed building due to physical constraints of the subject property. Physical constraints shall include existing trees, excessive grades, limited side yard width, HVAC equipment and existing utilities. The removal of existing trees in order to accommodate the parking requirements is not required or preferred.

4. Exceptions from off-street parking requirements

- a. Parking of automobiles is permitted in the front yard for private events for a period not to exceed twelve (12) hours. Private event parking exceptions shall be limited to no more than three (3) events within a calendar year.
- b. Parking of automobiles is permitted in the front yard during home game weekends for Mississippi State University from 12:00 pm Friday to 12:00 pm Sunday.
- c. Equipment shall be permitted in the front yard of any structure with an active building permit. All utility trailers and temporary storage containers shall be removed once construction activities have ended.

5. Variances

- a. The Planning Department has the discretion to approve any site and/or building plan that deviates less than ten (10) percent from number of required spaces and the off-street parking requirements prescribed in this section.
- b. Any other deviation from the number of required spaces and/or the off-street parking requirements not approved by the Planning Department shall be required to receive approval through the Variance process.
- c. All Variances shall be noticed as a Public Hearing and conducted in accordance with the requirements found in Appendix A- Zoning, Article VI – General Provision, Sec K- Variances of the Starkville Code of Ordinances.



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 17, 2017
PAGE: Page 1 of 18

SUBJECT: Discussion and consideration of a contract between the City of Starkville and The Carl Small Town Center/Mississippi State University to complete a downtown Starkville design project.

On June 5, 2018 the Board of Aldermen entered 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.

AMOUNT & SOURCE OF FUNDING

FY 2019 Budget: \$13,000 (\$6,500 matching grant from the Mississippi Department of Archives and History)

Total Project Cost:	\$13,000
CLG Grant:	\$6,500 (reimburse)
City Cost:	\$3,250
In-kind Cost:	\$3,250 (volunteer services)

AUTHORIZATION HISTORY:

June 5, 2018: Board approval of memorandum of agreement with the Mississippi Department of Archives and History

**REQUESTING
DEPARTMENT:** Community Development

**DIRECTOR'S
AUTHORIZATION:** Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-323-2525 ext 3119

SUGGESTED MOTION:

Move approval of the contract between the City of Starkville and Mississippi State University to prepare a Downtown Starkville Design Guidelines.



June 12, 2018

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

RE: Downtown Standards – CLG Grant

Dear Mr. Sanders:

The Carl Small Town Center is pleased to offer a proposal for the development of Downtown Starkville Design Standards.

The CSTC will produce the following deliverables:

A document to include design standards and recommendations for property owners in Starkville's Downtown Historic District, including drawings and photographs of downtown structures. The final project will include a pdf document consistent with the existing Standards for Starkville's historic districts.

Please see the attached budget for the proposed scope of work. If you have any questions about this proposal, please contact me at 662-325-8671. We look forward to working with you.

Sincerely,

Leah F. Kemp, AIA
Director
Carl Small Town Center



MISSISSIPPI STATE UNIVERSITY™

Fixed Price Research Agreement

BETWEEN

City of Starkville

AND

Mississippi State University

Agreement No.: Banner Proposal # S18001331	Sponsor Name: City of Starkville		
Project Period Start: Jun 15, 2018	Sponsor Address: 110 W Main Street		
Project Period End: Sep 15, 2018	Sponsor City: Starkville	Sponsor State: MS	Sponsor Zip: 39759
Contract Amount: \$9,750.00	ATTN: Buddy Sanders		
Subject: Downtown Starkville Design Standards Project			

Mail Invoice To:			Remit Payment To:		
Name: City of Starkville			Name: Mississippi State University		
Address: 110 W Main Street			Address: P.O. Box 5227		
City: Starkville	State: MS	Zip: 39759	City: Mississippi State University	State: MS	Zip: 39762
ATTN: Buddy Sanders			ATTN: Sponsored Programs Accounting		

Types of Funds

Please indicate whether or not you will be using any Federal funds to pay MSU . (yes or No). If yes, please indicate the CFDA # (Catalog of Federal Domestic Assistance).

Mississippi State University agrees to perform under this agreement as outlined in the Schedule attached hereto. The rights and obligations of the parties to this agreement shall be subject to and governed by this Agreement.

Mississippi State University:	Sponsor:
Date:	Date:
Name: Tina Hood	Name:
Title: Interim Director, Office of Sponsored Projects	Title:

Schedule

Fixed Price Research Agreement

Between

City of Starkville

AND

Mississippi State University

WHEREAS: This contract is entered into between [City of Starkville], hereinafter referred to as Sponsor, and Mississippi State University, an institution of higher education of the state of Mississippi, located in Starkville, Mississippi, hereinafter referred to as University.

WHEREAS: The Sponsor desires services in accordance with the scope of work outlined within this agreement, and

WHEREAS: The performance of such service is consistent, compatible and beneficial to the academic role and mission of the University as an institution of higher education and, in consideration of the mutual premises and covenants contained herein, the parties hereto agree as follows:

1. SCOPE OF WORK

The University agrees to provide its reasonable efforts in performing the work set forth herein and within the estimates provided below.

The University will assist the Sponsor in the conduct of the programs and projects of the Sponsor in accordance with the University's proposal as described in **Appendix A** which is attached hereto and by reference incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this contract shall begin on Jun 15, 2018 and shall not extend beyond Sep 15, 2018 unless such period is extended in writing by both parties.

3. COMPENSATION

A. The Sponsor agrees to compensate the University for the performance of work under Article 1 above, in a fixed price amount of [\$9,750.00] during the period of performance of this contract set forth in Article 2 above.

B. The University shall submit invoices to the Sponsor as follows:

Date	Amount
October 20, 2018	\$9,750.00
Upon Final Report	\$9,750.00

Invoices will be sent to [City of Starkville]. Compensation shall be in the form of checks made payable to "Mississippi State University" and mailed to Ms. Denise Peeples, Assistant Controller for Sponsored Programs Accounting.

Office of the Controller

P.O. Box 5227

Mississippi State, MS 39762

4. AUDIT

Notwithstanding any other conditions of this contract, the books and records of the University will be made available upon request at the University's regular place of business, for audit by personnel authorized by the Sponsor. Additionally, financial records, supporting documents and other records pertinent to this contract shall be retained by the University for a period of three (3) years from the date of submission of the final expenditure report. The period of access and examination described above for the records which relate to (1) litigation or settlement, or (2) costs and expenses of this contract as to when exception has been taken by any of the organizations named above shall continue until such litigation, claims or exceptions have been disposed. The provisions of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is applicable to this contract and are incorporated herein by reference.

5. KEY PERSONNEL

Leah Kemp

[] shall be designated as the University's Principal Investigator and shall be responsible for the conduct of the work by the University and shall not be replaced without the prior written approval of the Sponsor.

6. CONTROL OF RESEARCH

Control of research will rest entirely with University. However, it is agreed that University, through its Principal Investigator, will maintain continuing communication with a designated liaison for the Sponsor. The frequency and nature of these communications will be mutually defined by University's Principal Investigator and the Sponsor's liaison person.

The University's Principal Investigator is not authorized to change any element of this contract. All changes shall be consummated by formal written amendment signed by the authorized signatory of both parties to this contract.

7. REPORTS AND PUBLICATIONS

- A. A final Technical Report is due within 90 days after the end of the performance period or after final data is collected, whichever comes first. A final Financial Report, which shall serve as the final invoice, is due within 90 days after the end of the performance period. The University through the assigned Principal Investigator or designee is responsible for communicating with Sponsor for all necessary forms and materials to complete this project by the stated date. The final payment for services from the Sponsor to the University will be made upon delivery of the final written report.
- B. In all publications resulting from services performed under the contract, the University agrees to acknowledge the support of the Sponsor.
- C. Sponsor shall be entitled to a royalty free right to make, use and sell product(s) or service(s) embodying Intellectual Property, as defined below, which is not (i) patented or otherwise protected by a patent application or trade secret status; (ii) for computer software, protected by copyright. Accordingly, Sponsor shall have the right to freely use or otherwise exploit any and all unprotected data and other contents of the final Technical Report for any purpose.

8. EQUIPMENT

The University has title to equipment purchased under this agreement.

9. INSPECTION

Designated representatives of the Sponsor (and for the Government, if appropriate) shall have the right to inspect and review the progress of work performed pursuant to this contract. Access shall be granted to facilities used or otherwise associated with the work performed and to all relevant data, test results, computations, or analyses used or generated under this contract when such inspections are conducted. All such inspections shall be conducted in such a manner as to not unduly delay the progress of work and the Sponsor shall give the University reasonable notice prior to conducting any such inspections. Inspection by the Sponsor shall not relieve the University of its responsibility to fully and formally report the details of the work set forth herein.

10. INTELLECTUAL PROPERTY

Definitions - Intellectual Property - means individually and collectively all inventions, improvements, or discoveries and all works of authorship, excluding articles, dissertations, theses, and books, which are generated in the performance of the services agreement during the Contract Period.

Patents, Inventions or Computer Software

All rights and title to Intellectual Property conceived and first reduced to practice by University employees in the performance of this services agreement during the Contract Period belong to University and are subject to the terms and conditions of this agreement. All rights and title to Intellectual Property conceived and first reduced to practice by Sponsor's employees in the performance of this research agreement during the Contract Period belong to the Sponsor. Intellectual Property conceived and first reduced to practice jointly by University and Sponsor employees will be jointly owned.

Where the deliverable, scope or purpose of this agreement is to develop computer software, anything in this agreement to the contrary notwithstanding, the deliverable shall be an executable format of the software and does not include source code.

In recognition of Sponsor's contribution to this project, University agrees to give Sponsor first right of refusal to negotiate an exclusive license to University owned intellectual property developed as a result of this project.

Scholarly Works

Under University policy, the investigators own copyright in their Scholarly Works. Scholarly Works resulting from the research program are not subject to the term of this section. As used herein, Scholarly Works shall mean articles, dissertations, theses, and books which may be published or otherwise disposed by the authors.

11. EQUAL EMPLOYMENT OPPORTUNITY

The University agrees to comply with the provisions of Executive Order 11246 "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity" and as supplemented by regulations at 41CFR part 60 to "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

12. INDEPENDENT PARTIES

The University is and will be acting as an independent party in the performance of this work and the University will be responsible for official actions/inactions of university employees or agents in the scope of their official employment. The University, by State law, maintains worker's compensation insurance covering all university employees.

It is not intended that the University would become liable to third parties by virtue of this agreement, nor does the University waive, hereby, any immunity it may have, including sovereign immunity and immunity arising under the 11th amendment of the United States Constitution.

13. TERMINATION

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

14. DISPUTES

Any dispute concerning a question of fact arising under this contract shall be resolved in the following manner: In the event of disagreement, the University and the Sponsor shall present their position in detail to the other party in writing, and both the University and the Sponsor hereby agree to negotiate in good faith to effect an equitable voluntary settlement.

15. LOBBYING

Funds awarded under this contract cannot be used by the University, or any agent acting for the University, to engage in any activities designed to influence the legislation or appropriations pending before Congress. Costs associated with such activity (commonly referred to as "lobbying") are unallowable as charges to this contract.

16. PROCUREMENT AND FINANCIAL MANAGEMENT STANDARDS

The University's financial management and procurement standards shall meet the requirements of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

17. DRUG FREE WORKPLACE

The University certifies that it is in compliance with the provisions of the Drug Free Workplace Act (PL100-690).

18. DEBARMENT

The University certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Prime. The University shall comply with the regulations found at 45CFR Part 620, "Government-wide Debarment and Suspension (Non-procurement)."

19. APPLICABLE LAW

This agreement shall be construed in accordance with the laws of the State of Mississippi, excluding its conflict and choice of laws provisions.

--END--

Downtown Starkville Design Standards Project

Community Engagement								
Personnel		Salary	FTE	Month	Salary/Total	Fringe Rate	Fringe	
	CSTC Director, Leah Kemp	\$ 85,000.00	0.05	3.0	\$ 961.35	36.38%	\$ 349.74	\$ 1,311
	Project Manager, Thomas Gregory	\$ 62,000.00	0.25	3.0	\$ 3,859.50	36.38%	\$ 1,404.09	\$ 5,264
	Intern	\$ 31,200.00	0.10	3.0	\$ 780.00	36.38%	\$ 283.76	\$ 1,064
Sub-Total								\$ 7,638
Commodities								Subtotal
	Printing							\$ 100
Sub-Total								\$ 100
SUB-TOTAL								\$ 7,738
	MSU Facilities & Administrative Costs						26.0%	\$ 2,012
PROJECT TOTAL								\$ 9,750



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

AGENDA ITEM DEPT.: Community Dev.- Planning
AGENDA DATE: July 17, 2018
PAGE: Page 1 of 3

SUBJECT:

Discussion and consideration of one potential candidate for the vacancy on the Starkville Tree Advisory Board.

AMOUNT & SOURCE OF FUNDING

N/A

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

There is one applicant who has applied for one of the four vacancies on the Starkville Tree Advisory Board. The position comes with a four-year term.

Candidate for Consideration:

Pete Melby

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 the appointment of Pete Melby to the Starkville Tree Advisory Board for a four-year term to begin on July 18, 2018.

Pete Melby, ASLA
Landscape Architect
112 North Nash Street
Starkville, MS
39759

Ms. Emily Corbin
Assistant City Planner
110 West Main Street
Starkville, MS
39759

June 20, 2018

Dear Ms. Corbin:

Thank you for the invitation to present qualifications for the Tree Advisory Board. I would be pleased to serve our city in this capacity. My experiences with planning and planting trees along city streets includes:

Street tree planting for the 28 mile long median in Harrison County, Mississippi. This one million dollar tree planting effort with the State Department of Transportation was installed after Hurricane Katrina.

City of Columbus, Mississippi Master Street Tree planting plan. This effort included working with the city on the transformation of their live oak street trees which were planted in a "ball on a stick" form into a natural live oak form.

City of Starkville Street Tree Planting Plan – this effort began in 1982 with the planting of trees along Highway 82 with landscape contracting students and continued yearly for 12 years through the combined efforts of the Kiwanis Club and the City of Starkville.

Enclosed is my professional vita as you requested. Thank you for the opportunity.

Pete Melby, ASLA

Pete Melby

Landscape Architect

Vita

Pete Melby, ASLA
Landscape Architect

Work Experience - Center for Sustainable Design Associates, Starkville, MS, 2013
Professor, Mississippi State University, 1978 – 2013
Landscape Architect, Willard Byrd Associates, Golf Course Architects, Atlanta, GA, 1976-1978
Ralph Liss Associates, Landscape Architects, Atlanta, GA, 1973-1976
Louisiana State Parks, Landscape Architect, Baton Rouge, LA, 1972-1973

Education - Master of Landscape Architecture, LSU, Baton Rouge, LA, 1972
Bachelor of Landscape Architecture, LSU, Baton Rouge, LA, 1971

Books Authored – Simplified Irrigation Design, John Wiley Publisher
Home Food Production Garden Broadside
Instructional website www.energyusereduction.com
Regenerative Design Techniques, John Wiley Publisher
Home Landscapes, Planting Design and Management, Van Nostrand Reinhold, Publisher

Professional Presentations – International Agricultural Symposium, Athens, Greece 2013
Bays and Bayous Symposium, Biloxi, MS, 2012
International Erosion Control Conference, Dallas, Texas, 2010
Ecobuild American Sustainable Building Conference, Washington, D.C., 2009
Ecobuild American Sustainable Building Conference, Orlando, FL, 2008
Bays and Bayous Symposium, Biloxi, MS, 2007
Wood Products International Conference, Biloxi, MS, 2006

Research and Project Design- Home Food Production Garden 2 Year Raised Bed study with Dr. Sylvia Byrd, Dr. David Nagel, Landscape Architecture, Food and Nutrition, and Plant Science Departments
Natural Beach Landscape, Mississippi Gulf Coast, Grant from Secretary of State Office, with Dr. Tom Cathcart in Agricultural and Biological Engineering
Interpretive Plans and Working Drawings for Schooner Pier, Biloxi, Mississippi with Dr. Cathcart
Deer Island Research Comparing Deep Planting of trees with Conventional Planting – 3 year study, with Dr. Cathcart
Restoration Plan for Deer Island, with Dr. Cathcart
Developed Program and Conceptual Designs for the New Landscape Architecture and Landscape Contracting Sustainable Facility for the State of Mississippi Building Commission
Native Plants Used in Medians and Welcome to the Mississippi Gulf Coast Entry Sign, Design and Working Drawings, Supervise Installation, Harrison County Board of Supervisors
Master Plan for the Stennis Space Center, with Dr. Cathcart
Developed Wetland Establishment Technology Wave Energy Abate Rolls for Establishing Wetlands, patent pending



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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: July 17, 2018
PAGE: Page 1 of 8

SUBJECT:

Discussion and consideration of choosing the qualifications of the consulting firm Farmer-Morgan to complete and apply for US Department of Transportation Better Utilizing Investments to Leverage Development (BUILD) and Appalachian Regional Commission grants for improvements to the Dr. Martin Luther King, Jr. Drive/Highway 182 Corridor.

AMOUNT & SOURCE OF FUNDING: Farmer-Morgan has agreed to work on contingency.

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-232-2525 ext. 3119

SUGGESTED MOTION:

Move approval of selecting the qualifications of Farmer-Morgan to complete and apply for US Department of Transportation and Appalachian Regional Commission grants for improvements to the Dr. Martin Luther King, Jr. Drive/Highway 182 Corridor.



FARMER | MORGAN, L.L.C.
P.O. BOX 592
PIKEVILLE, TENNESSEE 37367

PLANNING • DESIGN • CONSTRUCTION

July 11, 2018

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



Reference: Better Utilizing Investments to Leverage Development (BUILD) Grant Application Preparation, Statement of Qualifications

Dear Mayor Spruill:

Farmer | Morgan, L.L.C. is pleased to have the opportunity to submit a letter of interest and statement of qualifications for the above referenced services. The following proposal describes our understanding of the request based on review of the Request for Qualifications (RFQ) due July 11, 2018. This letter discusses our firm's methodology, the general scope of our services, and our qualifications and experience.

PROJECT INFORMATION

Farmer | Morgan has evaluated the need for professional consultant grant application preparation services for the 2018 Federal Highway Administration's Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grant for the City of Starkville, Mississippi. The grant application services involve the development of a Benefit-Cost Analysis, and if the grant is awarded, the consultant will provide the following professional services:

- 2) Design Phase Services
- 3) Right-of-Way Phase Services
- 4) Utility Relocation Phase Services
- 5) Construction Phase - Construction, Engineering and Inspection Services (CEI)

We propose a project team consisting of Farmer | Morgan staff who have experience in preparing BUILD (formerly the Transportation Investment Generating Economic Recovery (TIGER) program) grant applications, and who are qualified for Architecture & Engineering (A&E), and Construction, Engineering & Inspection (CE&I). Farmer | Morgan, LLC carries an unlimited contract status with the State of Tennessee Department of

Transportation and is prequalified for Architecture & Engineering Services for Design and for Construction, Engineering & Inspection (CE&I). It is the firm's intent to register with the Mississippi Department of Transportation to qualify to provide these services to communities in Mississippi. The intent of this project team is to follow up on the strengths our firm has developed with previous transportation enhancement projects. Our experience with United States Department of Transportation (USDOT) coupled with our experience in grant writing will provide the City of Starkville with a seamless project from planning and design to built form.

Relevant Experience

Farmer | Morgan provides Construction, Engineering & Inspection (CE&I) services to the Tennessee Department of Transportation (TDOT) and the United States Department of Transportation (USDOT) related or funded projects. The firm has existing clients that receive USDOT funded projects or pursue projects within TDOT Right-of-Way. Any Federal Highway Administration (FHWA) funded project requires a full time construction management team on the site. This team consists of materials testing, inspection and management staff provided by Farmer | Morgan. Often these projects are designed by the firm and are carried through the entire development and construction process by the firm's multi-disciplinary team. CE&I work requires value engineering and inspection skills to maintain project budgets while retaining project schedule goals and accepting installed project components on the owner's behalf.

Farmer | Morgan currently serves as design consultants for the City of Dunlap, Tennessee and has provided A&E and CEI services for many projects, including the Dunlap Streetscape Project, Phase 1 with a total construction budget of \$150,000.00. Farmer | Morgan has also completed Architecture & Engineering (A&E) services, as well as CEI services for Coops Creek Greenway Phase I, a \$300,000.00 project for the City of Dunlap. The firm has also provided A&E and CEI services for the Monteagle Pedestrian Enhancement project with a project budget of \$260,000.00 in Monteagle, Tennessee. The firm has also provided design plans and bid specifications for the TDOT funded Mountain Goat Trail (MGT) Phase III in Monteagle. This contract is with the City of Monteagle and has a project budget of \$801,020.00. Farmer | Morgan has provided Architecture & Engineering and CEI services for the Monteagle Pedestrian Corridor Extension as well, a \$352,000.00 project. Farmer | Morgan has also prepared many projects for bid, including the Ducktown Recreational Trail Program (RTP) project. This 1,400 linear feet of recreational trail was bid in August of 2013 and constructed in the fall of the same year. In addition, the firm provides Architecture & Engineering services on the TDOT funded Ducktown Roadscapes Project. This project is currently in construction phase. In addition, Farmer | Morgan has recently submitted design plans and bid specifications for the TDOT funded Ducktown Main Street Pedestrian Enhancement Phase I and Phase II. The firm's contract is with the City of Ducktown and has a project budget of \$770,000.00.

The firm has also completed the award winning \$1.2 million streetscape enhancement in Pikeville, Tennessee. The Tennessee Department of Transportation Commissioner John Schroer has visited the project on two separate occasions to showcase the design and built form of the project. The Pikeville Main Street Project is part of the Pikeville Business District Redevelopment Plan. The firm provided planning, design and construction inspection

services for the project. The project was funded by the City of Pikeville, USDA, ARC and Tennessee Department of Agriculture. The City of Pikeville and Farmer | Morgan completed the five blocks / 10 month project in the Spring of 2010.

Additional Federal Highway funded projects consist of the Coalmont Phipps Park Project. This project was funded by the Tennessee Department of Environment and Conservation's (TDEC) Recreational Trails Program (RTP) and the land donation by the Town of Coalmont. Farmer | Morgan developed the Phipps Park Master Plan for the Town of Coalmont and then selected key components to be used for the \$80,000.00 construction budget. The construction phase needed to resolve parking and access issues to specific assets in the walking park. To accomplish this goal, the Town of Coalmont decided to construct the parking area, main asphalt trail and the center piece of this phase, the covered bridge. These components were completed with construction inspection and materials testing by Farmer | Morgan in the summer of 2012.

In addition, Farmer | Morgan worked with the Town of Hodges, Alabama to design and develop the Hodges Rock Bridge Canyon Equestrian Park. The park contains a 180-acre campground and trailhead with 50 miles of equestrian trails. Currently, the day use area for the trailhead is complete and there are 25 miles of equestrian trails constructed. The day use area consists of the main entry drive, bathrooms, parking area and the public pavilion. The Rock Bridge Canyon Equestrian Park also contains a rural greenway and economic development project that involves 24 miles of abandoned Norfolk Southern Rail Line. Farmer | Morgan completed the trail feasibility study, design guidelines, business & master plan, design plans and construction inspection for the Campground and Trailhead, and Day Use Area. Project assistance has come from TVA, Alabama Department of Economic and Community Affairs (ADECA), ALDOT, Alabama Industrial Development and local match. The project construction budget for the Day Use Area was \$390,000.00. This project has been awarded the 2014 Excellence in Planning and Design Award by the Alabama Trails Commission.

The Farmer | Morgan planning team prepares grant applications and secures state and federal funding for its clients on many municipal and transportation-related projects. The firm has prepared applications and has developed a Cost-Benefit Analysis for several projects seeking TIGER funding, including the U.S. 127 Complete Streets Project for Dunlap, TN. An example of a prepared Benefit-Cost Analysis conducted by the Farmer | Morgan planning staff as part of a completed TIGER grant application can be seen below:

Calendar Year	Project Year	Total Value of Time Saved (\$2013) ³	Total Value of Injuries Prevented ⁶	Total Value of Property Damage Crashes Prevented ⁶	Benefits of Additional Bicycling ¹	Health Benefits of Additional Walking ¹²	NPV CO2 Costs @ 3% Avg SCC ¹⁶	Initial Costs (\$2015) ¹⁷	Operations & Maintenance Costs (\$2015) ¹⁸	7% NPV Total Benefits ²²	3% NPV Total Benefits ²³	Total Gross Benefits (No Discount)
2017	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,176,150		\$ (5,772,103)	\$ (5,996,262)	\$ -
2018	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2019	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2020	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2021	5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ -
2022	6	\$ 1,116,601	\$ 534,583	\$ 15,553	\$ 2,680	\$ 36,116	\$ 1,809		\$ 30,881	\$ 1,117,701	\$ 1,404,305	\$ 1,707,343
2023	7	\$ 1,130,860	\$ 541,410	\$ 15,752	\$ 5,395	\$ 72,693	\$ 1,789		\$ 30,881	\$ 1,082,403	\$ 1,412,689	\$ 1,767,899
2024	8	\$ 1,145,301	\$ 548,324	\$ 15,953	\$ 8,145	\$ 109,738	\$ 1,768		\$ 30,881	\$ 1,047,394	\$ 1,420,005	\$ 1,829,228
2025	9	\$ 1,159,926	\$ 555,326	\$ 16,157	\$ 10,929	\$ 147,255	\$ 1,747		\$ 30,881	\$ 1,012,764	\$ 1,426,296	\$ 1,891,341
2026	10	\$ 1,174,739	\$ 562,418	\$ 16,363	\$ 13,749	\$ 185,251	\$ 1,726		\$ 30,881	\$ 978,590	\$ 1,431,606	\$ 1,954,246
2027	11	\$ 1,189,740	\$ 569,600	\$ 16,572	\$ 16,605	\$ 223,733	\$ 1,734		\$ 61,762	\$ 930,297	\$ 1,413,698	\$ 2,017,984
2028	12	\$ 1,204,933	\$ 576,873	\$ 16,784	\$ 19,498	\$ 262,706	\$ 1,711		\$ 61,762	\$ 898,186	\$ 1,417,820	\$ 2,082,505
2029	13	\$ 1,220,320	\$ 584,240	\$ 16,998	\$ 22,427	\$ 302,177	\$ 1,689		\$ 61,762	\$ 866,641	\$ 1,421,064	\$ 2,147,851
2030	14	\$ 1,235,903	\$ 591,701	\$ 17,215	\$ 25,394	\$ 342,152	\$ 1,666		\$ 61,762	\$ 835,707	\$ 1,423,468	\$ 2,214,031
2031	15	\$ 1,251,686	\$ 599,257	\$ 17,435	\$ 28,399	\$ 382,637	\$ 1,617		\$ 61,762	\$ 805,397	\$ 1,425,044	\$ 2,281,031
2032	16	\$ 1,267,670	\$ 606,909	\$ 17,658	\$ 31,442	\$ 423,639	\$ 1,620		\$ 185,285	\$ 733,976	\$ 1,348,928	\$ 2,348,939
2034	17	\$ 1,283,858	\$ 614,660	\$ 17,883	\$ 34,524	\$ 465,165	\$ 1,597		\$ 185,285	\$ 707,813	\$ 1,351,271	\$ 2,417,687
2035	18	\$ 1,300,253	\$ 622,509	\$ 18,112	\$ 37,645	\$ 507,221	\$ 1,598		\$ 185,285	\$ 682,219	\$ 1,352,873	\$ 2,487,338
2036	19	\$ 1,316,857	\$ 630,458	\$ 18,343	\$ 40,807	\$ 549,615	\$ 1,574		\$ 185,285	\$ 657,174	\$ 1,353,719	\$ 2,557,853
2037	20	\$ 1,333,673	\$ 638,509	\$ 18,577	\$ 44,008	\$ 592,952	\$ 1,572		\$ 185,285	\$ 632,744	\$ 1,353,890	\$ 2,629,292
		\$ 10,332,319	\$ 8,776,777	\$ 255,357	\$ 341,648	\$ 4,603,251	\$ 25,219	\$ 6,176,150	\$ 1,389,634	\$ 7,216,903	\$ 14,960,415	\$ 32,334,569
								\$ 7,565,784				

* For a more detailed breakdown of the Benefit-Cost Analysis, see the Appendix & attachment "Dunlap_TIGER_Benefit Cost Analysis_2016.xlsx"

¹ Hours at \$16.00 per hour for an average of All Purpose Intensity Travel (\$19.00) and All Purpose Local Travel (\$13.00). From *FHWA Benefit Cost Analysis (BCA) Resource Guide*.

² Value of Injury is based on KABCO AIS Data conversion table that shows one accident with unknown severity with a value of \$170,419. See appendix for table.

³ Total Value of Property Damage Crashes Prevented was based on a \$7,927 value per vehicle from *FHWA Benefit Cost Analysis (BCA) Resource Guide*.

⁴ Health Benefits of Additional Bicycling = Bicycles Utilizing Project * 1.6 miles/day (total new bike lanes) * \$0.48/trip (Incorporating Health Objectives Into Transportation Planning by Todd Litman) * 365 days/year

⁵ Health Benefits of Additional Bicycling = Bicycles Utilizing Project * 1.6 miles/day (total new sidewalks) * \$0.48/trip (Incorporating Health Objectives Into Transportation Planning by Todd Litman) * 365 days/year

⁶ Undiscounted CO₂ Costs @ 3% Avg SCC / (1.03)^{Project Year}

⁷ See Opinion of Probable Cost (OPC) Spreadsheet

⁸ 2022-2026 = Initial Costs * 0.99; 2027-2034 = Initial Costs * 0.91; 2035-2037 = Initial Costs * 0.83

⁹ Total Value of Time Saved = Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional

Walking = Undiscounted Non-CO₂ Benefits/(1.03)^{Project Year}

¹⁰ Undiscounted Non-CO₂ Benefits/(1.03)^{Project Year}

¹¹ 7% NPV Non-CO₂ Benefits = NPV CO₂ Costs @ 7% Avg SCC

¹² 3% NPV Non-CO₂ Benefits = NPV CO₂ Costs @ 3% Avg SCC

¹³ Total Gross Benefits = Total Value of Time Saved + Total Value of Injuries Prevented + Total Value of Property Damage Crashes Prevented + Health Benefits of Additional Cycling + Health Benefits of Additional Walking + NPV CO₂ Costs @ 3% Avg SCC

BENEFIT	
Travel Time Savings	\$ 18,332,319
Safety Savings	\$ 8,776,777
Property Damage Prevention Sav	\$ 255,357
Bicycling Health Savings	\$ 341,648
Walking Health Savings	\$ 4,603,251
Emissions Savings	\$ 25,219
TOTAL BENEFIT	\$ 32,334,569

COST	
TIGER Funding Request	\$ 5,558,535.00
Local Match (10%)	\$ 617,615.00
TOTAL COST	\$ 6,176,150.00

Benefit : Cost = 5.24 : 1

FARMER | MORGAN

NASHVILLE

HUNTSVILLE

PIKEVILLE

Qualifications & Availability of Staff

Farmer | Morgan started as an urban planning and municipal redevelopment firm. The firm originally offered boutique services of urban infill redevelopment and downtown revitalization. Today, Farmer | Morgan has expanded their approach to be comprehensive in nature to serve our clients in a cradle to cradle fashion. The firm desires to maintain the founding methodology that provides a unique relationship with its clients. In order to do this and expand into growing markets, Farmer | Morgan selects projects that offer unique challenges and opportunities for multidisciplinary collaboration. This collaboration provides for a comprehensive approach that produces successful projects. Farmer | Morgan is composed of two principles from which project management and design development are directed, two planning and design associates, a civil engineer, and a construction manager.

Benjamin Farmer is Principal & Managing Partner of Farmer | Morgan and provides an expertise in urban planning and municipal redevelopment of underutilized public space. Ben has a sound understanding of governmental financing and project funding. He has experience in regional and local municipal planning coupled with hands on practice in construction management and construction inspection. He carries the Tennessee General Contractors License for the firm and oversees construction management efforts for Farmer | Morgan. Ben has completed required TDOT certifications for A&E consulting services as well as CEI consulting services. Ben is TDEC, Erosion Prevention and Sediment Control, Level I and Level II certified. Ben received his Master of Landscape Architecture and Master of Community Planning Degrees from the College of Architecture, Design and Construction at Auburn University. He is the Past Chair of the Master of Landscape Architecture Advisory Council and also served on the Master of Community Planning Advisory Council at Auburn. Ben is a Registered Landscape Architect in the state of Tennessee.

Randall Morgan is Director of Design for Farmer | Morgan and guides design development and project construction for the firm. As Director of Design, Randy combines a unique understanding of the fundamental principles of city planning with the cutting edge practices of landscape architecture. Randy's unique ability to create landscapes that succeed as both social spaces and environmental systems is grounded in his capacity to quickly and effectively assess the environmental, cultural, and social significance of a place. This ability results in the design of memorable places that withstand the test of time. Randy graduated from the College of Architecture, Design and Construction at Auburn University with his Master of Landscape Architecture Degree. He is a visiting professor at Auburn University and participates in jury reviews at the University of Tennessee, Knoxville. Randy is a Registered Landscape Architect in the states of Alabama and Tennessee, and a member of the American Society of Landscape Architects. He maintains TDOT certifications to undertake A&E consulting services and CEI consulting services for Farmer | Morgan. He is the co- founder of the Nashville Street Life Project and a graduate of the Form Based Institute.

As Associate Project Designer for Farmer | Morgan, LLC, Will Hargrove has experience in private and public sector landscape and urban design, regional and urban planning, and construction management / inspection. Mr. Hargrove specializes in urban design and planning for small to medium municipalities, managing complex

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construction budgets, and graphic design, layout, and editing of final document deliverables. He has extensive experience managing federally and state funded planning and design projects in Tennessee and Alabama, including coordinating permitting and administrative project duties. Mr. Hargrove has contributed to various project types including Redevelopment Plans, Landscape Master Plans, Business Plans, Management Plans, Feasibility Studies, Greenway Design and Planning, Streetscape Design, and Residential Landscape Architecture. He has also contributed to the grant development and administration of multiple community development projects funded by various state and federal agencies, such as USDOT/TIGER, TDEC/LPRF (Local Parks & Recreation), TDEC/RTP (Recreational Trails Program), TDOT/Multimodal Access Grant, TDOT/TAP (Transportation Alternatives Program), and ARC (Appalachian Regional Commission). He holds numerous certifications in Construction, Engineering, and Inspections (CEI) from the Tennessee Department of Environment and Conservation (TDEC) and the Tennessee Department of Transportation (TDOT). Mr. Hargrove received his Master of Landscape Architecture from Auburn University and is a member of the Sigma Lambda Alpha Landscape Architecture Honor Society and the American Society of Landscape Architects. Will is a Registered Landscape Architect in the state of Tennessee.

Jo Beth Gleason holds master's degrees in Landscape Architecture from Auburn University and Political Science from University of Alabama Huntsville. This diverse background has allowed her to work at a variety of scales, from large-scale regional planning projects, community and district-wide plans to small-scale urban design, streetscaping and site plans for both public and private sector clients. Before working at Farmer-Morgan, Jo Beth was an Associate Planner at the Top of Alabama Regional Council of Governments, where she was project manager on a number of economic development and community planning projects across North Alabama. She has also worked at architecture firms in the Huntsville and Birmingham area where she assisted with various built projects ranging from residential, commercial, and municipal design projects, including historic rehabs, HUD Affordable Housing design, streetscape improvement projects, and the Railroad Park project in downtown Birmingham. Jo Beth has knowledge and experience in downtown revitalization, comprehensive and community planning, environmental design and construction (including design-build residential and neighborhood green infrastructure/stormwater and wastewater management systems), streetscape and urban design projects, as well as design construction documents for grading, landscape, and site plans, floor plans and elevations, and digital and hand-drawn renderings for commercial and residential clients. Jo Beth holds affiliations with the American Society of Landscape Architects (ASLA), the American Planning Association (APA), the MLA Advisory Board for Auburn University, and the Phi Kappa Phi National Honor Society.

Lonnie Lanners joined Farmer | Morgan in February of 2018 as a Civil Engineer. Lonnie has over 40 years' experience in engineering, construction, and inspection with transportation, utilities, municipal, heavy civil, and industrial projects in both the private and public sectors. Lonnie has worked in various states, including Wyoming, California, and Tennessee. His experience as an owner/principal, contractor, and manager gives Lonnie a diverse set of skills he brings to the firm. Lonnie holds a Professional Engineer's license in the state of Tennessee.

Bashar Al-Akayshee joined with Farmer | Morgan as Civil Engineer in May 2018. Bashar received his Master of Science in Civil Engineering from Michigan Technological University where he received the Fulbright Scholarship for his master's thesis. He has extensive experience in Civil Engineering and Structural Engineering and prior to working at Farmer | Morgan, he worked on various development projects as Senior Engineer with the U.S. Army Corps of Engineers in the United States and Iraq. He has received the Coin Award and Engineer Regimental Muster Award from the U.S. Army Corps of Engineers and a Certificate of Appreciation for Iraq Reconstruction Projects from the U.S. Embassy in Iraq.

Scott Strength joined Farmer | Morgan in August of 2017 as a Construction Manager/Inspector. Scott is a graduate of the Building Science (BSCI) program in the CADC at Auburn University with a Bachelor's in Building Construction. Scott also studied Construction Engineering at the University of Alabama, Tuscaloosa, where he received the Capstone Engineering Scholarship in 2011. Scott has advanced knowledge of construction management processes, means and methods as well as conducting inspection and material acceptance testing. Mr. Strength understands all facets of the construction process and has an expert knowledge of building products, construction details and relevant rules, regulations and quality standards. Scott is proficient in construction management software packages and the integration of CAD software into construction estimating and modeling that informs client decisions. Scott has project management experience working on projects in the Alabama and Tennessee area. Scott is a member of Sigma Alpha Lambda National Honor Society.

Qualifications

The firm employees carry multiple professional association designations as well as State of Tennessee certifications related to Construction Site Inspection, Materials Testing, TDEC Level 1 and Level 2 as well as OSHA and Title VI training.

CLOSING REMARKS

Farmer | Morgan appreciates the opportunity to propose our services to you. Should you have any questions after reviewing this letter of interest or if we may be of additional service, please do not hesitate to contact us at your convenience.

Very truly yours,



Benjamin Farmer, ASLA, AICP
Principal-Managing Partner
Farmer | Morgan, L.L.C.
TN. GC: 0064917
423-447-2529; O
334-444-2893; M
480-393-5718; F
bfarmer@farmermorgan.com

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

AGENDA ITEM DEPT.: Community Development
AGENDA DATE: July 17, 2017
PAGE: Page 1 of 2

SUBJECT:

Resolution giving the consulting firm of Farmer – Morgan the authorization to file a Better Utilizing Investments to Leverage Development (BUILD) grant application for the City.

AMOUNT & SOURCE OF FUNDING

FISCAL NOTE:

N/A

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Community Development

DIRECTOR'S

AUTHORIZATION: Buddy Sanders

FOR MORE INFORMATION CONTACT:

Buddy Sanders @ 662-232-2525 ext. 3119

SUGGESTED MOTION:

Move approval of Resolution giving the consulting firm of Farmer – Morgan authorization to file a Better Utilizing Investments to Leverage Development (BUILD) grant application.

Resolution

**CITY OF STARKVILLE
2018 USDOT BUILD Discretionary Grant Program
GRANT APPLICATION
MS Highway 182 Redevelopment Project**

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

WHEREAS, the City of Starkville is eligible to apply to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding.

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

BE IT THEREFORE RESOLVED, that the City of Starkville authorizes the Mayor to submit an application, including all the understandings and assurances contained therein, to the United States Department of Transportation (USDOT) for Better Utilizing Investments to Leverage Development (BUILD) grant funding not to exceed \$14,655,840 and is committed to provide 20% match, or \$3,663,960, in local matching funds to complete the project.

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

BE IT EVEN FURTHER RESOLVED, that after the solicitation of engineering services and the evaluation of the Statements of Qualifications, the City selects FARMER MORGAN, LLC as the engineer for the 2018 BUILD City of Starkville MS Highway 182 Redevelopment Project grant writing, Architecture & Engineering and CEI Services.

Passed _____ 2018

Lynn Spruill, Mayor

ATTEST:



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

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 07.17.18
PAGE: 1

SUBJECT: Consideration of approval of the ARC Mill Street Improvement Project, accepting the low bid from Phillips Contracting and authorization for the Mayor to execute a contract, pending ARC and MDA approval and pending additional funds provided by ARC.

AMOUNT & SOURCE OF FUNDING

ARC Grant and matching funds from Capital Improvement Funds

FISCAL NOTE:

AUTHORIZATION HISTORY:

REQUESTING

DEPARTMENT: Engineering Department

DIRECTOR'S

AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp

Attached is the proposed plans for the Mill Street Roadway Improvement Plan. It includes reconstruction of sections of the roadway which have been severely damaged, improvement to storm drainage, construction of concrete curb and gutter and installation of sidewalks. These improvements extend from Russell Street to the Cotton Mill Marketplace development along Mill Street.

Bids were received on Tuesday, July 10 at 9am. Two bids were received: Gregory Construction and Phillips Contracting. A recap of the bids are as follows:

Phillips Contracting Company, Inc.	\$296,880.00
Gregory Construction Services, Inc.	\$422,416.50

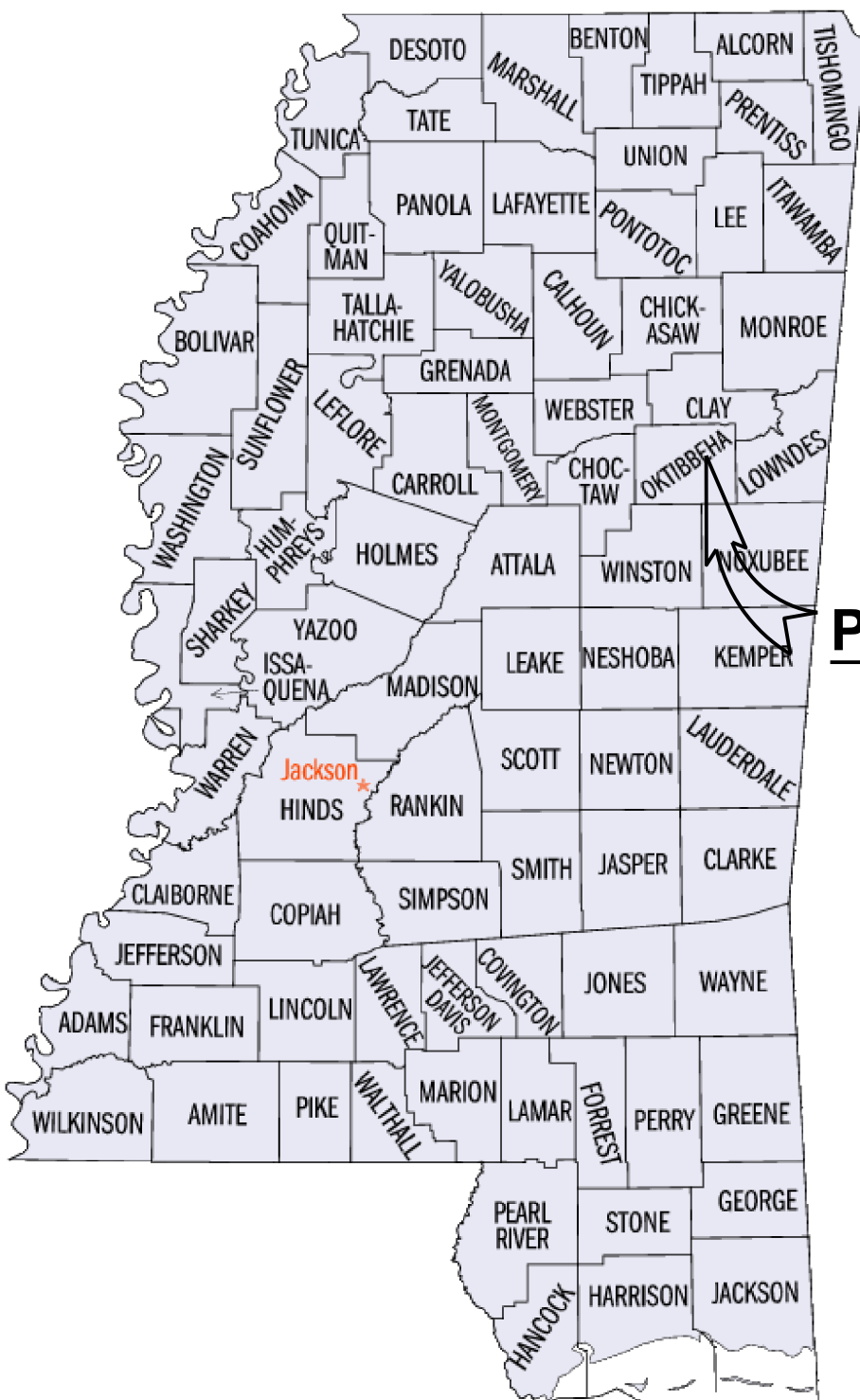
Phillips Contracting Company's proposal meets all the requirements of the advertisement. The engineering estimate for the project was \$251,090.00. Some of the possible reasons for this increase and lack of bid participation is due to a lot of construction related projects right now and contractor schedules. Additionally, this estimate was developed almost 2 years ago and there have been increases in prices since it was derived.

It is recommended to proceed with award and contracts.

We have requested more ARC funds to be allocated to this project due to the higher bid prices and are awaiting official approval from ARC headquarters in Washington. It is an 80% grant/ 20% match project. Match funds from this grant are derived from Capital Improvement funds.

SUGGESTED MOTION: Move for approval of the ARC Mill Street Improvement Project, accepting the low bid from Phillips Contracting and authorization for the Mayor to execute a contract.

MILL STREET IMPROVEMENTS
CITY OF STARKVILLE
STARKVILLE, MS



LOCATION MAP



Know what's below.
Call before you dig...
811 or 800.227.8477

SURVEYOR OF RECORD:



PEPPER SURVEYING & MAPPING
1085 H STARK ROAD
STARKVILLE, MS 39759

GARVER PROJECT NO. 17027031
JUNE 2018



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Suite 340
Jackson, MS 39211
(601) 825-3633

INDEX OF SHEETS		
TITLE	DRAWING NO.	DATE
COVER SHEET AND SHEET INDEX	G-001	
GENERAL NOTES	G-002	
TOPOGRAPHIC SURVEY	C-001	
ROADWAY TYPICAL SECTIONS	C-101	
SPECIAL DETAILS	C-201 TO C-203	
EROSION CONTROL NOTES AND PLAN	C-251 TO C-252	
MAINTENANCE OF TRAFFIC AND ADVANCED WARNING SIGNAGE	C-301	
PERMANENT PAVEMENT MARKING PLAN	C-401	
ROADWAY PLAN AND PROFILE	C-501 TO C-503	
MILL STREET CROSS SECTIONS	X-101 TO X-108	
MDOT ROADWAY DESIGN STANDARD DRAWINGS		
TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS	ECD-1	8/1/2017
DETAILS OF SILT FENCE INSTALLATION	ECD-3	8/1/2017
INLET PROTECTION DETAILS OF WATTLES	ECD-13	8/1/2017
TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)	TCP-1	8/1/2017
DRIVEWAYS, CURB & GUTTER & SIDEWALK	SD-1	10/1/1998
CURB RAMPS RAMP DESIGN ELEMENTS	CR-1	8/1/2017
CURB RAMPS PLACEMENT DETAILS	CR-2	8/1/2017
CURB RAMPS PLACEMENT DETAILS	CR-3	8/1/2017
STORM SEWER STRUCTURE TYPE SS-2	SS-2	10/1/1998



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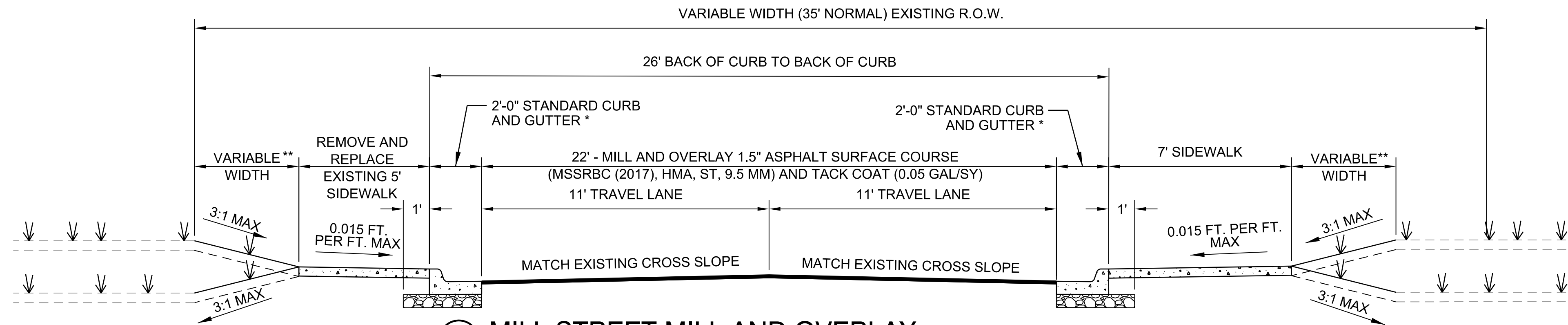
COVER SHEET AND
SHEET INDEX

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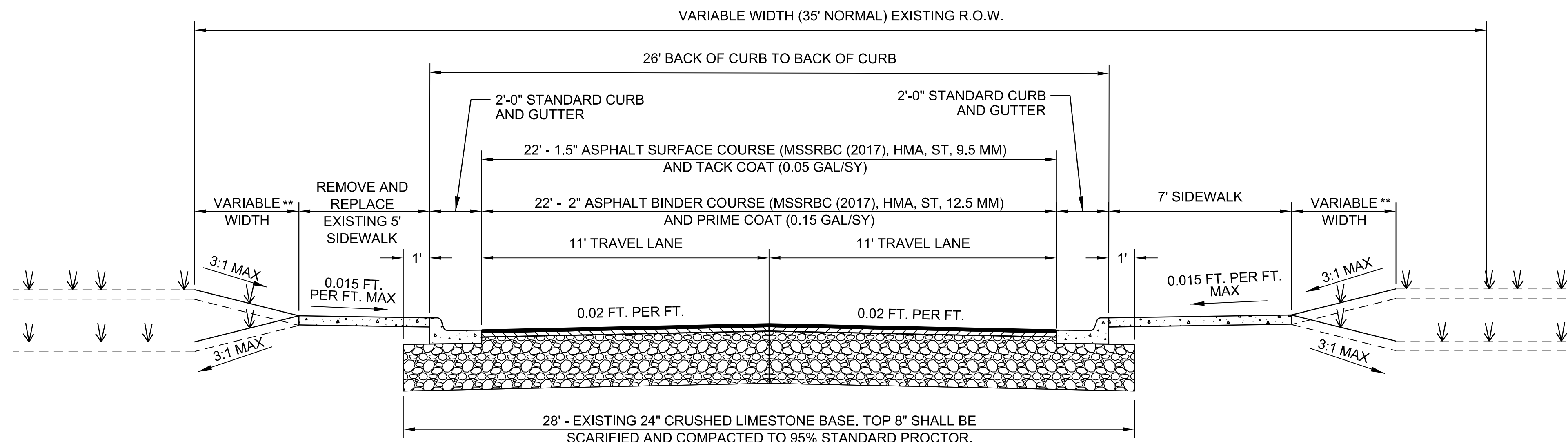


1 MILL STREET MILL AND OVERLAY

STA. 10+39.37 TO 11+55.33
STA. 14+16.84 TO 15+20.80

* EXISTING CONCRETE CURB AND GUTTER TO REMAIN AS DIRECTED BY THE ENGINEER. MATCH EXISTING EDGE OF PAVEMENT AND BACK OF CURB ELEVATIONS.

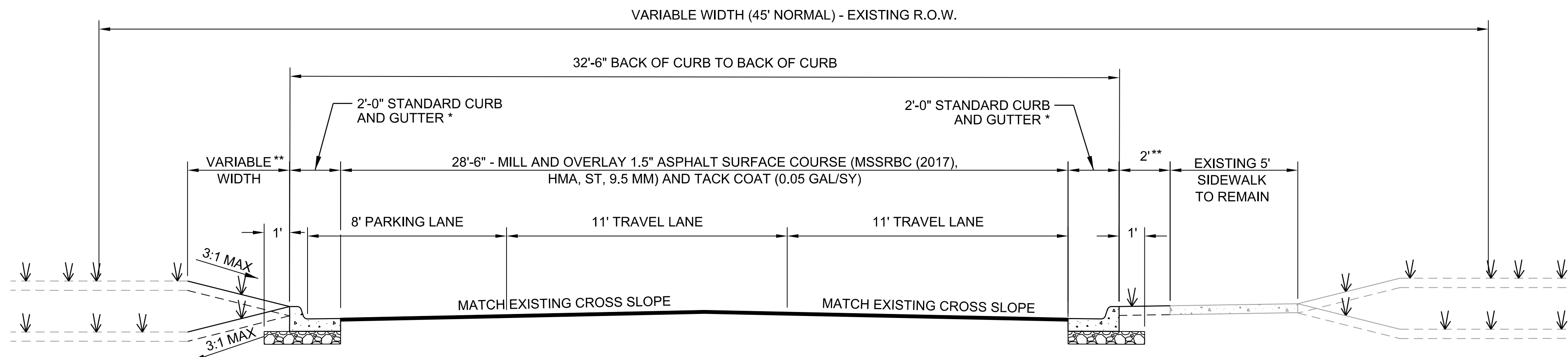
** PLACE 4" OF TOPSOIL AND SOLID SODDING ADJACENT TO NEW CURB AND GUTTER AND SIDEWALK



2 MILL STREET FULL DEPTH

STA. 11+55.33 TO 14+16.84

** PLACE 4" OF TOPSOIL AND SOLID SODDING ADJACENT TO NEW CURB AND GUTTER AND SIDEWALK



3 MILL STREET WITH ON STREET PARKING

STA. 15+20.80 TO 21+54.80

* EXISTING CONCRETE CURB AND GUTTER TO REMAIN AS DIRECTED BY THE ENGINEER. MATCH EXISTING EDGE OF PAVEMENT AND BACK OF CURB ELEVATIONS.

** PLACE 4" OF TOPSOIL AND SOLID SODDING ADJACENT TO NEW CURB AND GUTTER AND SIDEWALK

TYPICAL SECTION GENERAL NOTES:

- REFER TO CROSS SECTIONS AND PLAN SHEET FOR DEVIATIONS FROM NORMAL SLOPES. NO CHANGES SHALL BE MADE FROM THE PLANNED SLOPES WITHOUT THE APPROVAL OF THE ENGINEER.
- THE FINAL LIFT OF SURFACE COURSE IS TO BE PLACED AFTER ALL OTHER COURSES HAVE BEEN LAID. LONGITUDINAL JOINTS SHALL BE AT THE LANE LINES.
- THE THICKNESS OF AGGREGATE BASE COURSE SHALL BE WITHIN PLUS OR MINUS ONE INCH OF THE PLAN THICKNESS SHOWN. THE CONTRACTOR WILL CORRECT ANY DEFICIENT THICKNESS THAT DOES NOT MEET TOLERANCE INDICATED. PAYMENT WILL NOT BE MADE FOR MATERIAL PLACED IN EXCESS OF THE TOLERANCE INDICATED.
- IT IS INTENDED THAT THE SUBGRADE SHALL BE FINISHED IN CONFORMITY WITH THE LINES, GRADES, AND CROSS SECTIONS SHOWN ON THE PLANS. HOWEVER, A TOLERANCE OF PLUS OR MINUS ONE-TENTH FOOT WILL BE ALLOWED.
- THE EXISTING ASPHALT PAVEMENT TO BE REMOVED FROM THE REMAINING PAVEMENT SHALL BE SEPARATED BY SAWING ALONG A NEAT LINE. AFTER SAWING, THE PAVEMENT TO BE REMOVED SHALL BE CAREFULLY REMOVED IN A MANNER THAT WILL NOT DAMAGE THE PAVEMENT THAT IS TO REMAIN. ANY DAMAGE TO THE ASPHALT PAVEMENT THAT IS TO REMAIN IN PLACE SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.



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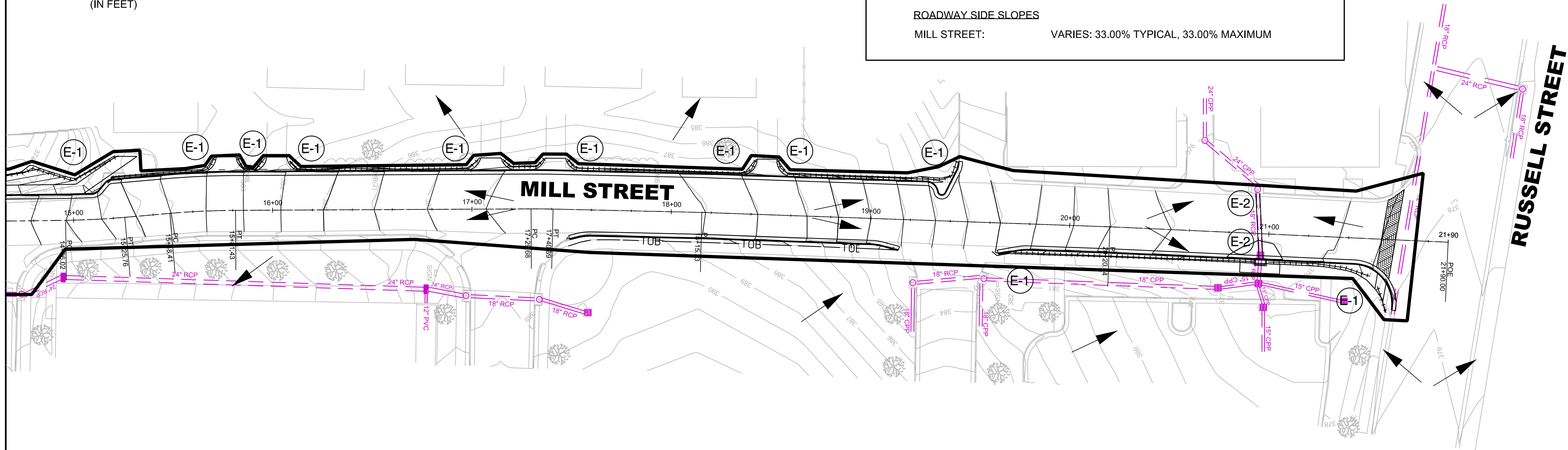
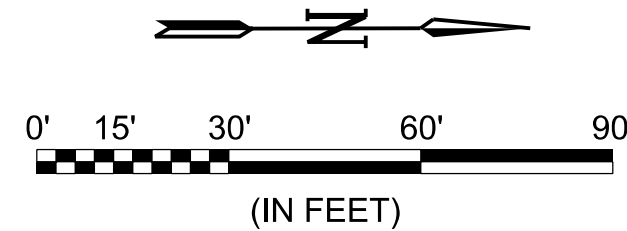
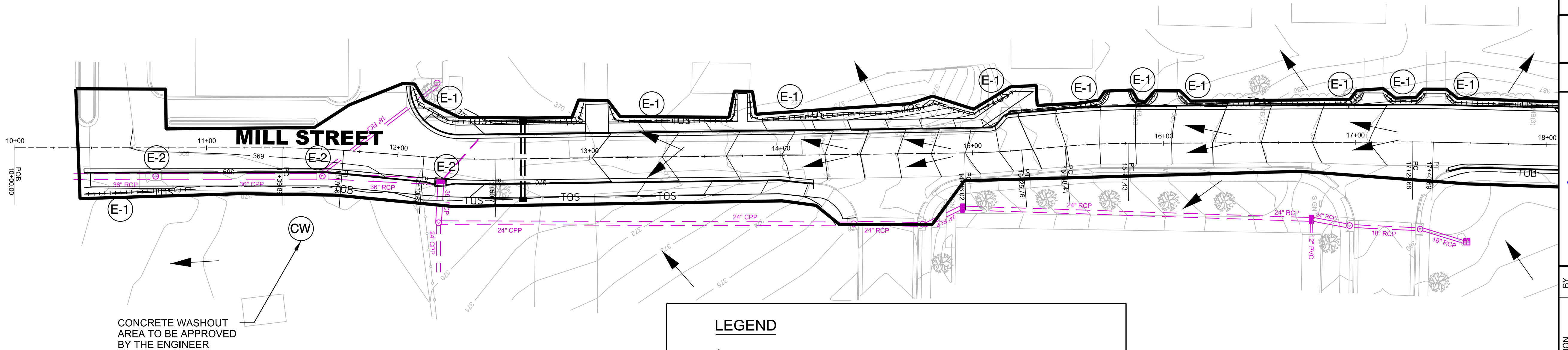
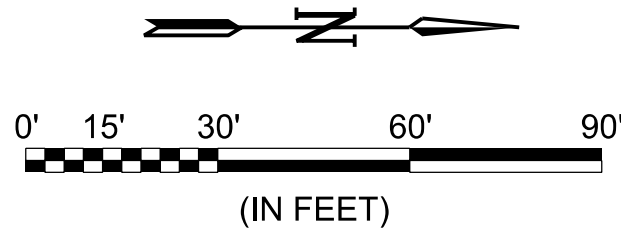
CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI
MILL STREET
IMPROVEMENTS

ROADWAY TYPICAL
SECTIONS

JOB NO.: 17027031
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LEGEND

← = FLOW DIRECTION ARROW

(E-1) = SILT FENCE

++++

(E-2) = WATTLE INLET PROTECTION

— = LIMITS OF DISTURBANCE

ROADWAY SIDE SLOPES

MILL STREET: VARIES: 33.00% TYPICAL, 33.00% MAXIMUM

TOTAL SITE AREA: 1.22 ACRES

DISTURBED AREA: 0.22 ACRES



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CITY OF STARKVILLE
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EROSION CONTROL
PLAN

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GENERAL NOTES:

1.

THE MAINTENANCE OF TRAFFIC AS SHOWN IN THE PLANS IS PROVIDED TO THE CONTRACTOR AS MINIMUM CONTROLS AND AS GUIDANCE. THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER AND OWNER FOR APPROVAL A DETAILED MAINTENANCE OF TRAFFIC PLAN IN ACCORDANCE WITH THE SPECIFICATIONS PRIOR TO START OF CONSTRUCTION.
2.

TWO WAY TRAFFIC SHALL BE MAINTAINED AT ALL TIMES ON EXISTING ROADWAYS, ONE LANE WITH FLAGGERS, TWO LANES WITHOUT FLAGGERS.
3.

THE CONTRACTOR SHALL INSTALL THE STORM SEWER AND ELECTRICAL CONDUIT AT THE BEGINNING OF THE PROJECT WHILE MAINTAINING EXISTING TRAFFIC FLOW. FLAGGERS SHALL BE USED TO MAINTAIN TRAFFIC AND STEEL PLATES, OR OTHER TEMPORARY DEVICES WILL BE REQUIRED WHEN CROSSING THE EXISTING ROADWAY.
4.

ALL ROADWAY CUTS SHALL BE PERMANENTLY REPAIRED WITHIN 24 HOURS OF THE COMPLETION OF TRENCH BACKFILL FOR THE WORK, OR SEGMENT OF WORK, WHICH REQUIRED THE EXCAVATION AND/OR CUT IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
5.

ALL EXISTING SIGNS NEEDED TO MAINTAIN TRAFFIC SHALL REMAIN IN PLACE AND IN CLEAR SIGHT UNLESS OTHERWISE NOTED. EXISTING SIGNS WHICH NEED TO BE MOVED IN ORDER TO MAINTAIN TRAFFIC SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXISTING SIGNS THAT ARE REMOVED SHALL BE STOCKPILED & MADE AVAILABLE FOR FUTURE CONSTRUCTION PHASES. UPON COMPLETION OF THE PROJECT ALL REMAINING SIGNS SHALL BE DELIVERED TO THE CITY OF STARKVILLE, AS DIRECTED BY THE ENGINEER.
6.

CONTRACTOR SHALL USE TRAFFIC DRUMS TO CHANNELIZE TRAFFIC. ALL TRAFFIC DRUMS SHALL BE PLACED AT 25-FT O.C. FOR EXTENDED TANGENTS AND AT 10-FT O.C. FOR CURVES, TAPERS, AND NEAR INTERSECTIONS.
7.

CONTRACTOR SHALL MAINTAIN ALL ACCESS TO ALL LOCAL BUSINESSES AND RESIDENTS.
8.

CONTRACTOR SHALL REMOVE TEMPORARY STRIPING PRIOR TO BEGINNING A NEW CONSTRUCTION PHASE AS DIRECTED BY THE ENGINEER.
9.

ALL TRAFFIC CONTROL DEVICES USED ON ROAD CONSTRUCTION SHALL CONFORM TO AND BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND MDOT STANDARD DRAWINGS FOR TRAFFIC CONTROL.
10.

ALL SIGNS, INCLUDING DETOUR AND ADVANCE WARNING SIGNS, SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAILS AND NOTES AS SHOWN ON MDOT STANDARD DRAWING TCP-1, UNLESS OTHER METHODS ARE APPROVED IN WRITING, BY THE ENGINEER.
11.

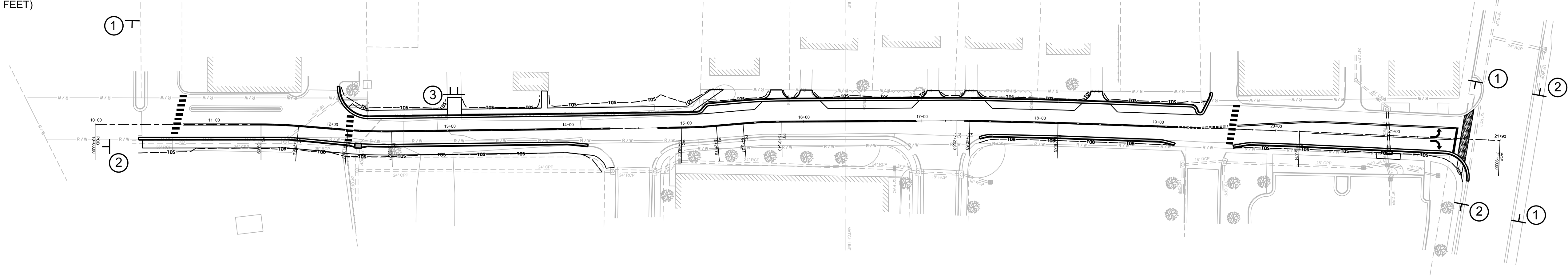
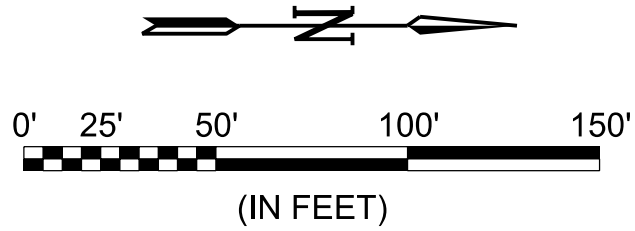
WHERE PUBLIC TRAFFIC AND/OR ACCESS IS INDICATED OR REQUIRED, THE CONTRACTOR SHALL PROVIDE TEMPORARY DRIVING AREAS INCLUDING TAPERS AND INTERSECTION RADII AS NECESSARY TO PROVIDE ACCESS FOR EMERGENCY VEHICLES INCLUDING FIRE TRUCKS. UNLESS INDICATED OTHERWISE, ALL CONTRACTOR SUPPLIED TEMPORARY DRIVING SURFACES SHALL BE 6-INCHES OF NO. 610 CRUSHED LIMESTONE BASE ON PREPARED SUBGRADE. THIS NO. 610 CRUSHED LIMESTONE BASE SHALL BE INCORPORATED INTO THE PERMANENT IMPROVEMENTS WHERE APPLICABLE OR WHERE DIRECTED. MINIMUM TEMPORARY LANE WIDTHS SHALL BE AS DIRECTED BY ENGINEER, MINIMUM CLEAR ZONES SHALL BE 5'.
12.

NO SEPARATE PAYMENT SHALL BE PROVIDED FOR WORK INCLUDING MATERIALS USED FOR TEMPORARY DRIVING SURFACES, WHERE SUCH WORK AND/OR MATERIALS ARE SUBSEQUENTLY INCORPORATED INTO THE PERMANENT IMPROVEMENTS.
13.

THE CONTRACTOR SHALL PROVIDE ALL TEMPORARY DRAINAGE AS REQUIRED.
14.

MULTIPLE SIGNS, WHERE CALLED OUT IN SINGLE LOCATION, SHALL BE INSTALLED ON SEPARATE POSTS.
15.

THE FINAL SURFACE COURSE OF ASPHALT SHALL BE CONSTRUCTED FULL WIDTH WITH A SEPARATE MAINTENANCE OF TRAFFIC PLAN.



ADVANCE WARNING SIGN NOTES:

ADVANCE WARNING SIGNS SHOWN ON THIS SHEET SHALL BE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS PRIOR TO THE START OF ANY CONSTRUCTION.

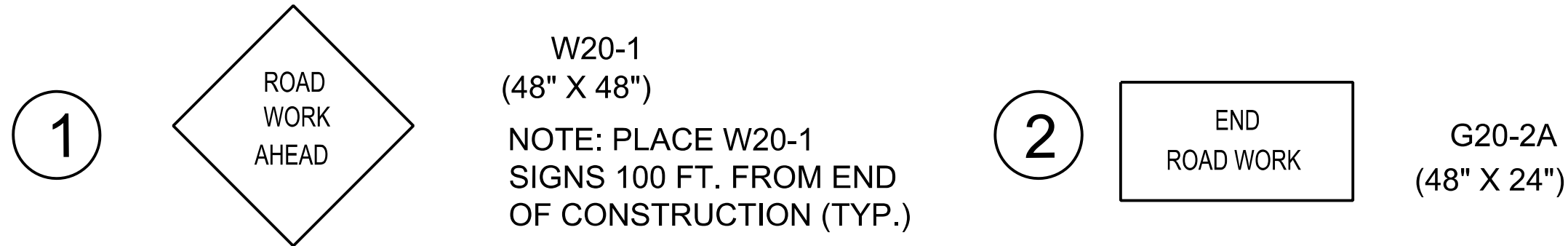
ADVANCE WARNING SIGNS SHALL NOT OBSTRUCT THE VIEW OF AN EXISTING SIGN, BUT SHALL BE LOCATED IN A POSITION TO MAINTAIN CLEAR VISIBILITY.

ADDITIONAL SIGNS AS NECESSARY INCLUDING BUT NOT LIMITED TO SPEED REDUCTION, LANE SHIFTS, LANE CLOSURES, ETC..., SHALL BE PROPOSED BY THE CONTRACTOR WITHIN THE CONTRACTOR'S SUBMITTAL.

SEQUENCE OF CONSTRUCTION:

NOTE:
CONTRACTOR SHALL SUBMIT FOR APPROVAL A SEQUENCE OF CONSTRUCTION. THE SEQUENCE OF CONSTRUCTION SHALL BE LIMITED TO A MAXIMUM OF TWO(2) SEQUENTIAL STAGES CONSISTING OF:

1.
- ROADWAY IMPROVEMENTS
2.
- FINAL SURFACE COURSE



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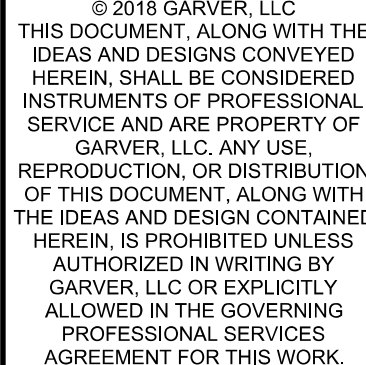
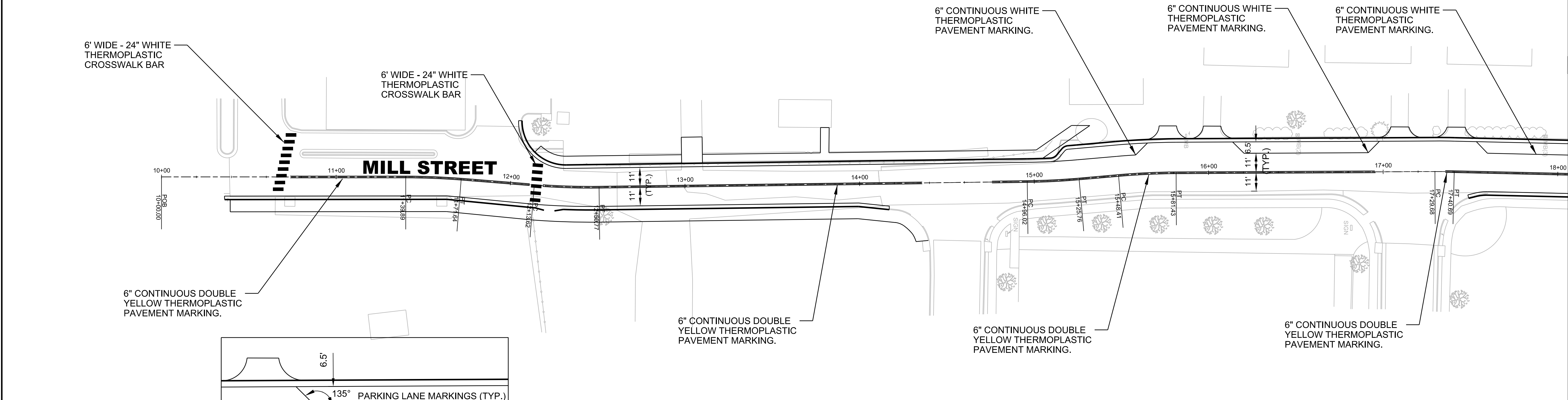
CITY OF STARKVILLE
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MILL STREET
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MAINTENANCE OF
TRAFFIC AND
ADVANCED WARNING
SIGNAGE

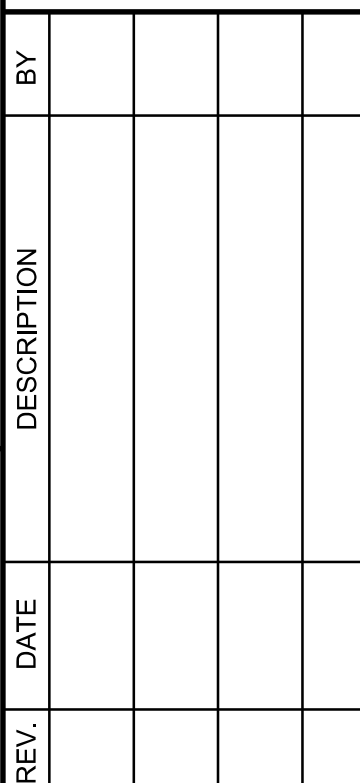
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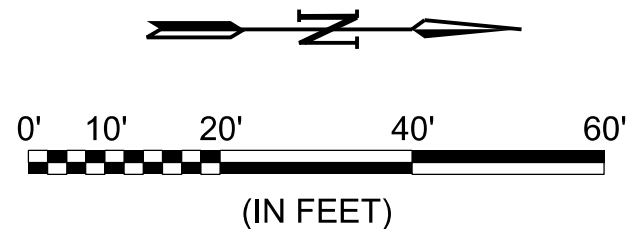


CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI

MILL STREET
IMPROVEMENTS

JOB NO.: 17027031
DATE: JUNE 2018
DESIGNED BY: DJW
DRAWN BY: LTF

DRAWING NUMBER
C-401



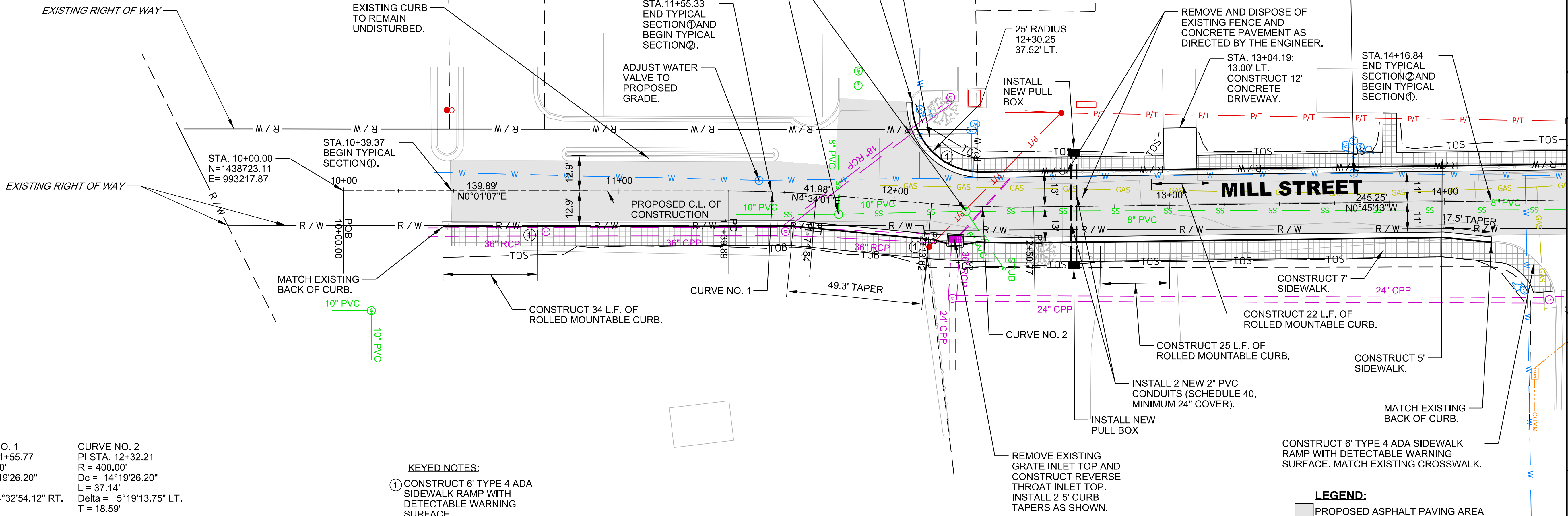
UNIVERSITY CONDOS
NOTE: CONTRACTOR SHALL NOT ACCESS OR GO THROUGH THE UNIVERSITY CONDOS PROPERTY. INSTALL TEMPORARY TYPE III BARRICADE AT DRIVEWAY AT STA. 13+04.19 AS SHOWN ON MAINTENANCE OF TRAFFIC AND ADVANCED WARNING SIGNAGE SHEET.



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6360 I-55 North
Suite 340
Jackson, MS 39211
(601) 825-3633

Registration #E-516
Expires: 12-31-2018

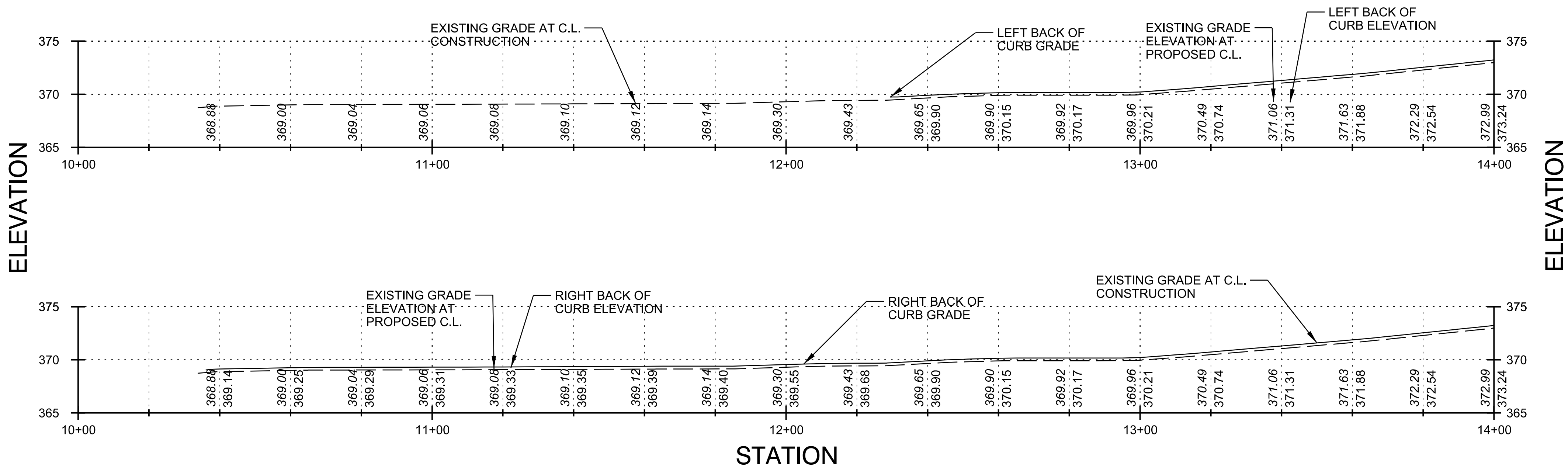


CURVE NO. 1
PI STA. 11+55.77
R = 400.00'
Dc = 14°19'26.20"
L = 31.75'
Delta = 4°32'54.12" RT.
T = 15.89'

CURVE NO. 2
PI STA. 12+32.21
R = 400.00'
Dc = 14°19'26.20"
L = 37.14'
Delta = 5°19'13.75" LT.
T = 18.59'

KEYED NOTES:
① CONSTRUCT 6' TYPE 4 ADA SIDEWALK RAMP WITH DETECTABLE WARNING SURFACE.

LEGEND:
[Hatched Box] PROPOSED ASPHALT PAVING AREA
[Grid Box] PROPOSED SIDEWALK



CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI
MILL STREET
IMPROVEMENTS

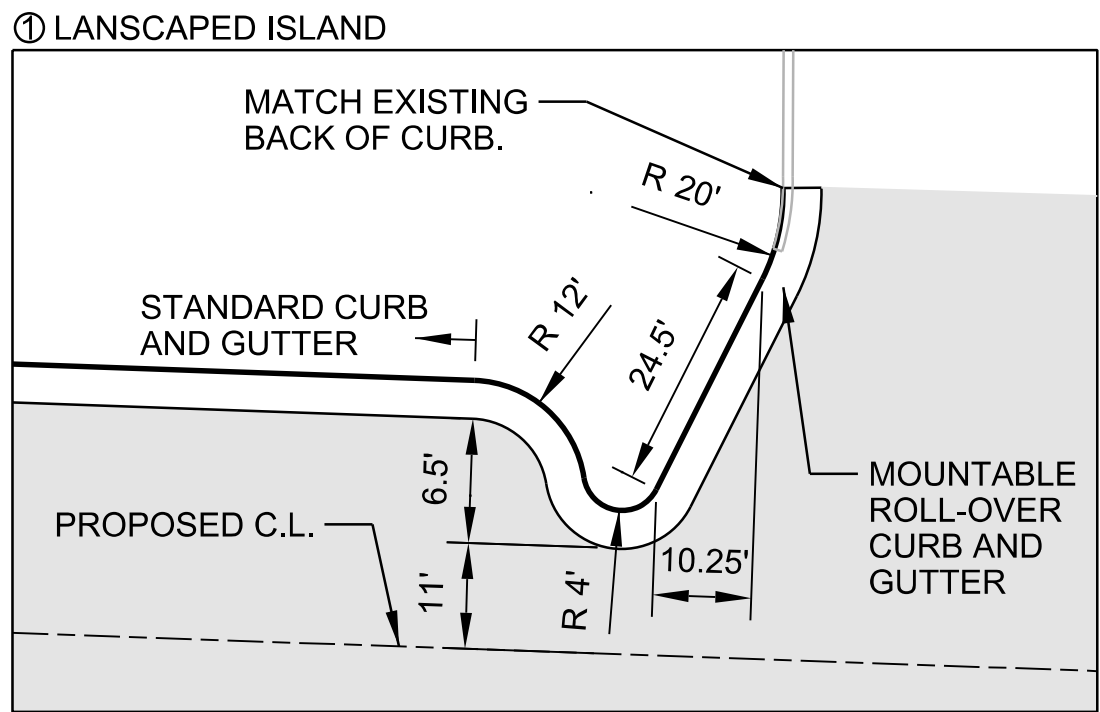
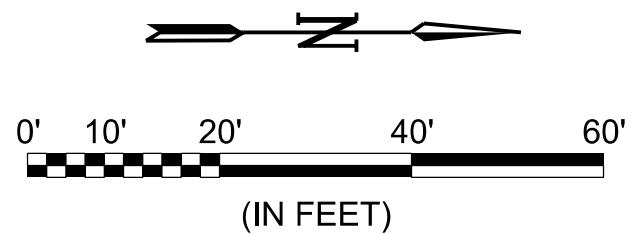
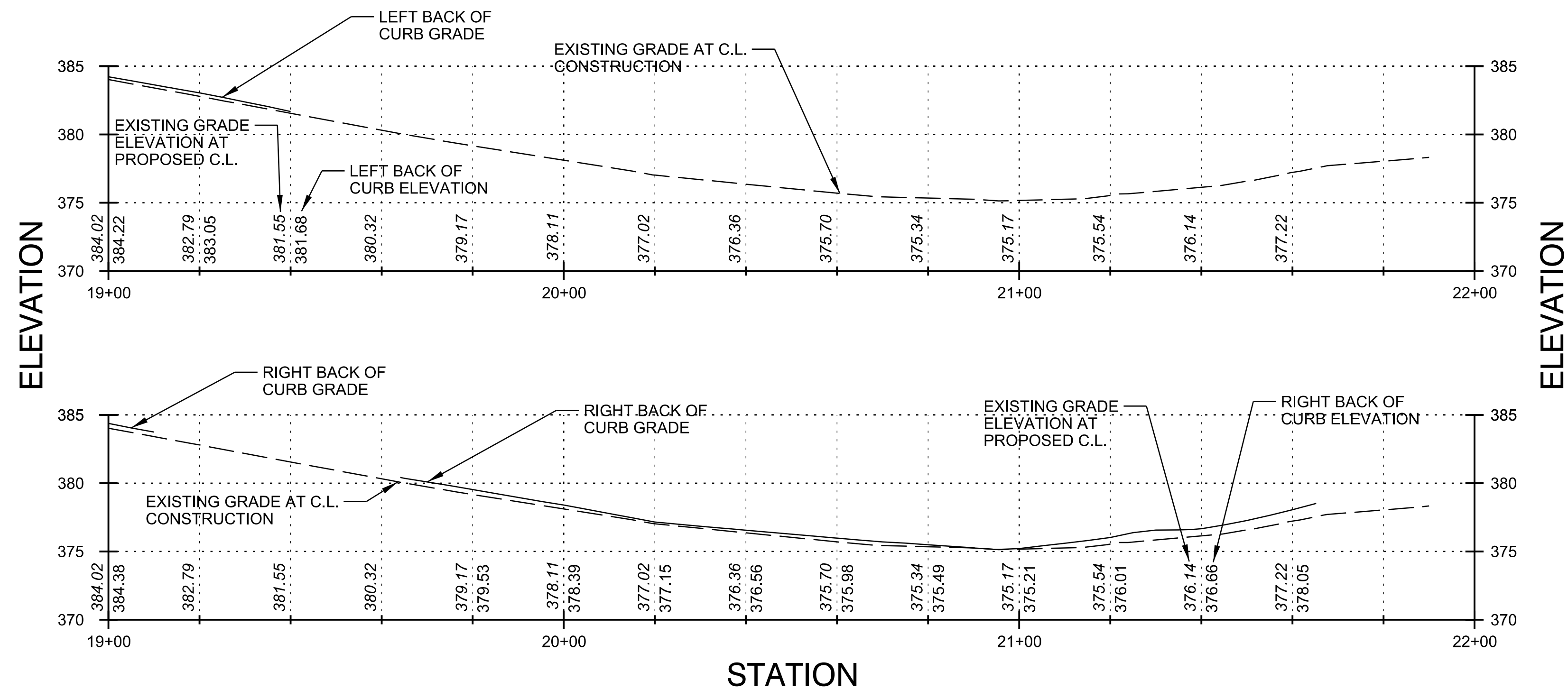
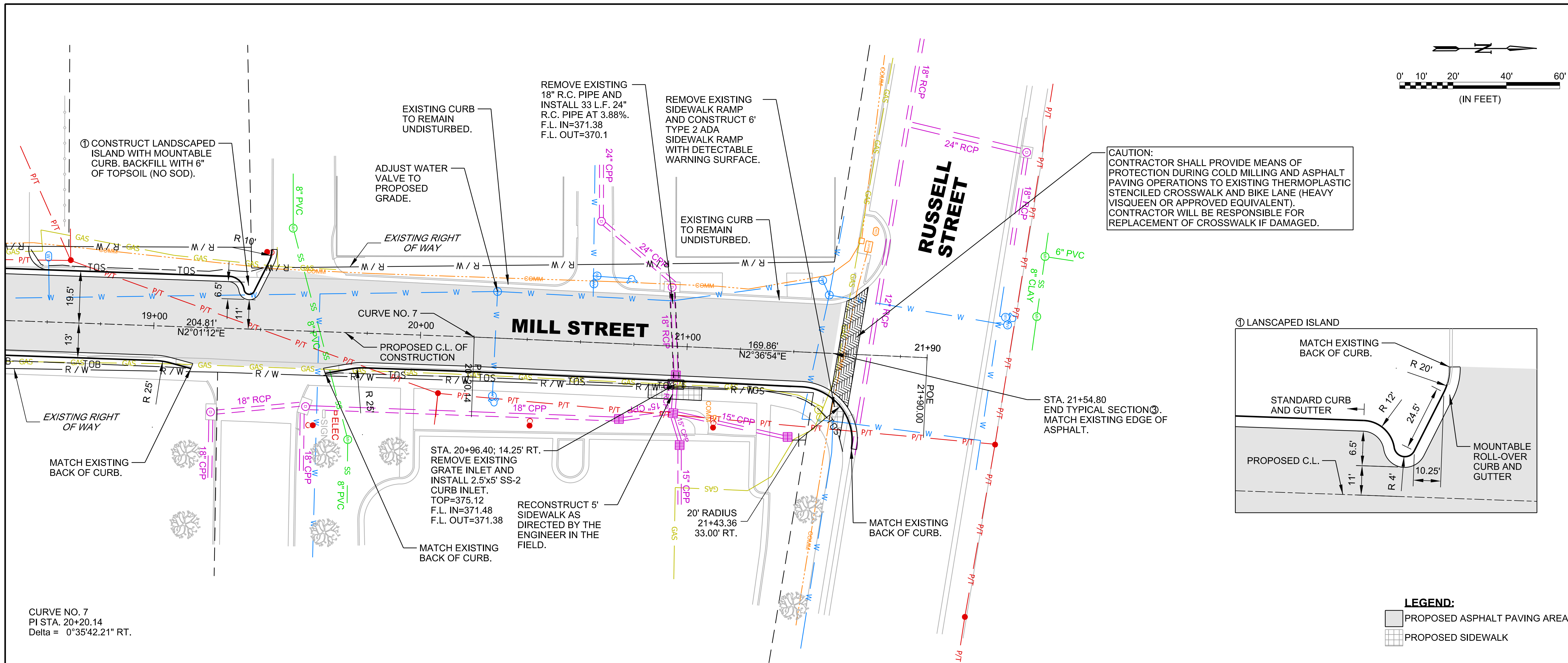
ROADWAY PLAN AND PROFILE

JOB NO.: 17027031
DATE: JUNE 2018
DESIGNED BY: DJW
DRAWN BY: LTF

BAR IS ONE INCH ON ORIGINAL DRAWING
0" = 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
C-501

LT\Freedle 6/8/2018 1:25:16 PM
WORKSPACE\Garver\2012
L\2017\1702\031 - Mill StreetDrawings\SMS-C503-PP.dgn



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6360 I-55 North
Suite 340
Jackson, MS 39211
(601) 825-3633

Registration #E-516
Expires: 12-31-2018



BY	DESCRIPTION	DATE	REV.



CITY OF STARKVILLE
STARKVILLE, MISSISSIPPI

MILL STREET
IMPROVEMENTS

ROADWAY PLAN AND
PROFILE

JOB NO.: 17027031
DATE: JUNE 2018
DESIGNED BY: DJW
DRAWN BY: LTF

BAR IS ONE INCH ON
ORIGINAL DRAWING
0" 1" 1"
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
C-503



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM DEPT.: Engineering & Street
AGENDA DATE: 7/17/18
PAGE: 1

SUBJECT: Consideration of approval of additional local matching funds totaling \$7,894 for the Appalachian Regional Commission (ARC) Mill Street Improvement Project.

AMOUNT & SOURCE OF FUNDING - \$269,055 ARC (80%); \$67,264 City (20%) *Original Grant Award*
\$31,575 ARC (80%); \$7,894 City (20%) *Additional Funding Request*

FISCAL NOTE: N/A

REQUESTING
DEPARTMENT: Engineering Department & Phylis Benson, GTPDD

DIRECTOR'S
AUTHORIZATION:

FOR MORE INFORMATION CONTACT: Edward Kemp; Phylis Benson, Golden Triangle PDD

PRIOR BOARD ACTION: N/A

BOARD AND COMMISSION ACTION: N/A

PURCHASING: N/A

DEADLINE: N/A

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION: N/A

ADDITIONAL INFORMATION:

Suggested Motion: “MOVE APPROVAL THAT THE CITY OF STARKVILLE COMMITS REQUIRED 20% MATCHING FUNDS IN THE AMOUNT OF \$7,894 TO BE DERIVED FROM CITY OF STARKVILLE CAPITAL IMPROVEMENT BOND FUNDS TO LEVERAGE SAID ARC FUNDS FOR THE PROPOSED ARC AREA DEVELOPMENT INFRASTRUCTURE IMPROVEMENTS WHICH WILL RE-CONSTRUCT THE MILL STREET ACCESS ROAD.”

**A RESOLUTION
AUTHORIZING THE CITY OF STARKVILLE
TO COMMIT FUNDS OTHER THAN ARC FUNDS
TO A PROJECT UNDER THE
MISSISSIPPI APPALACHIAN REGIONAL COMMISSION (ARC)
PROGRAM
(Project Number MS-18956)**

WHEREAS, the State of Mississippi has funds available under the Mississippi Appalachian Regional Commission (ARC) Program for cities, towns and counties to address public facilities and economic development needs; and

WHEREAS, citizens of the City of Starkville have specific community development needs and problems which can be corrected or alleviated by using grant funds under the Appalachian Regional Commission; and

WHEREAS, the City of Starkville Mayor and Board of Aldermen intend to leverage ARC Area Development funds with other funds in order to provide maximum use of program funds;

NOW, THEREFORE, BE IT RESOLVED, that City of Starkville does hereby commit the required 20% match of \$7,894 to be derived from City of Starkville Capital Improvement Bond funds, to leverage said ARC funds for the proposed ARC area development infrastructure improvements which will re-construct an access road (Mill Street) and upgrade storm water drainage pipes and inlets. The proposed project will also include sidewalks, pavement markings and signage to improve the safety of the traveling public and pedestrians using Mill Street.

SO ORDERED, THIS 17TH DAY OF JULY 2018, BY THE CITY OF STARKVILLE IN REGULAR SESSION.

CITY OF STARKVILLE

D. Lynn Spruill, Mayor

ATTEST:_____
Lesa Hardin, City Clerk

(SEAL)



**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 07.17.18
PAGE: 1 of 1

SUBJECT: Consideration of installation of an ALL Way stop at the Carver Drive and Long Street Intersection

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Alderman Vaughn and Vice Mayor Perkins

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward C. Kemp

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: N/A

DEADLINE: none

AUTHORIZATION HISTORY:

AMOUNT

DATE – DESCRIPTION

STAFF RECOMMENDATION:

Staff Recommends

The Engineering Department was asked to explore the possibility of making Carver Drive and Long St an all-way stop condition. The reasons were based on safety at the intersection and to force the traffic to stop along Carver Drive. It is currently just a stop condition for Long Street northbound only.

Based on the traffic volumes being very similar in nature and the roadway being residential in context, a three way stop would suffice to aid in some of the concerns received.

Suggested Motion: Request authorization to install an All Way stop at the Carver Drive and Long Street intersection.





**CITY OF STARKVILLE
RECOMMENDATION FOR BOARD ACTION**

AGENDA ITEM NO:
AGENDA DATE: 07.17.18
PAGE: 1 of 1

SUBJECT: Consideration of installation of an All-Way Stop at the Willow Road and Sycamore Road Intersection.

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

**REQUESTING
DEPARTMENT:** Aldermen Sistrunk

**DIRECTOR'S
AUTHORIZATION:** Yes

FOR MORE INFORMATION CONTACT: Edward C. Kemp

PRIOR BOARD ACTION:

BOARD AND COMMISSION ACTION:

PURCHASING: N/A

DEADLINE: none

AUTHORIZATION HISTORY:

<u>AMOUNT</u>	<u>DATE – DESCRIPTION</u>
---------------	---------------------------

STAFF RECOMMENDATION:

Staff Recommends

The Engineering Department was asked to explore the possibility of making Willow Road and Sycamore Street an All-Way Stop condition. The reasons were based on safety at the intersection and to slow down the traffic along Sycamore. It is currently just a stop condition for Willow southbound only.

Based on the traffic volumes being very similar in nature and the roadway being residential in context, a three way stop would suffice to aid in some of the concerns received.

Suggested Motion: Request authorization to install an All-Way Stop at the Willow Road and Sycamore Road Intersection.





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

AGENDA ITEM DEPT.: Finance
AGENDA DATE 07/17/2018
PAGE: 1 of several

SUBJECT: Claims Docket through July 17, 2018

AMOUNT & SOURCE OF FUNDING: FY 2017 – 2018 Budget

FISCAL NOTE: Total Claims for the Claims Docket Ending July 17, 2018 is \$ 2,887,167.98
Of which the claims amount for Starkville Utilities is \$ 2,294,883.02

**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 17, 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.



City of Starkville, MS

Expense Approval Report

By Fund

Post Dates 07/06/2018 - 07/11/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 001 - GENERAL FUND					
Department: 000 - UNDESIGNATED					
Outstanding					
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-000-053-206	778.03
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-000-054-205	304.79
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-000-053-206	150.84
Outstanding Total:					1,233.66
Paid					
ROBERT J. HENDERSON	INV0026536	07/06/2018	OVERPAYMENT ON CASH BOND/DKT#1354058	001-000-149-691	225.00
LURA EDWARDS	INV0026533	07/06/2018	OVERPAYMENT ON CASH BOND	001-000-149-691	200.00
MATTHEW GWATHNEY	INV0026534	07/06/2018	OVERPAYMENT ON CASH BOND/DCT#001-000-149-691	001-000-149-691	235.00
JAKOBE CANNON	INV0026535	07/06/2018	CHARGE WAS RETIRED/DKT#1353599	001-000-149-691	100.00
FANNISHA JONES	INV0026537	07/06/2018	REST. FROM X. COLLIER/DKT#1349198	001-000-149-691	100.00
OKTIBBEHA COUNTY HUMANE SOCIETY, IN JACQUERIA SCALES	INV0026538	07/06/2018	REST. FROM M. ROGERS	001-000-149-691	20.00
	INV0026539	07/06/2018	REST. FROM A. SMART/DKT#1341121	001-000-149-691	100.00
Paid Total:					980.00
Department 000 - UNDESIGNATED Total:					2,213.66
Department: 100 - BOARD OF ALDERMEN					
Outstanding					
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-100-604-330	77.34
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-100-604-330	186.87
Outstanding Total:					264.21
Paid					
SANDRA SISTRUNK	INV0026532	07/06/2018	REFUND MEALS/MILEAGE ONLY/MML CONFERENCE	001-100-610-350	285.58
Paid Total:					285.58
Department 100 - BOARD OF ALDERMEN Total:					549.79
Department: 110 - MUNICIPAL COURT					
Outstanding					
MAXXSOUTH BROADBAND	INV0026550	07/09/2018	8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
MAXXSOUTH BROADBAND	INV0026551	07/09/2018	8282 41 101 0508324 CITY HALL	001-110-604-330	28.12
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-166	801.00
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-376	121.50
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-377	4,858.50
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-378	755.50
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-382	16,602.48

Expense Approval Report

Post Dates: 07/06/2018 - 07/11/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-385	4,427.00
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-387	5,062.26
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-389	10.00
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-393	387.50
STATE TREASURER	INV0026560	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-395	75.00
MS DEPT OF PUBLIC SAFETY	INV0026561	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-386	2,767.70
MS DEPT OF PUBLIC SAFETY	INV0026561	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-396	2,000.00
MS DEPT OF PUBLIC SAFETY	INV0026561	07/11/2018	MAY 2018 MUNICIPAL COURT SETTLEMENT	001-110-330-397	467.00
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-110-604-330	77.34
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-110-604-330	37.40

Outstanding Total: 38,506.42

Department 110 - MUNICIPAL COURT Total: 38,506.42

Department: 111 - YOUTH COURT

Outstanding

SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-111-604-330	102.58
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Outstanding Total: 102.58

Department 111 - YOUTH COURT Total: 102.58

Department: 120 - MAYORS OFFICE

Outstanding

MAXXSOUTH BROADBAND	INV0026550	07/09/2018	8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
PETTY CASH VOUCHERS	INV0026554	07/09/2018	BOTTLED WATER	001-120-503-202	8.09
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-120-604-330	140.33
MAXXSOUTH BROADBAND	INV0026551	07/09/2018	8282 41 101 0508324 CITY HALL	001-120-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-120-604-330	77.34
CADENCE VISA	02865	07/06/2018	SOFT DRINKS FOR COMMITTEE SUPPORT	001-120-503-202	13.32
CADENCE VISA	INV0026540	07/06/2018	KROGER/WATER FOR COMMITTEE SUPPORT	001-120-503-202	5.97
CORNERSTONE GOVERNMENT AFFAIRS, LLC	COSMS-0718	07/09/2018	JUNE 2018 SVCS	001-120-600-300	3,333.33

Outstanding Total: 3,634.62

Paid

LYNN SPRUILL	INV0026531	07/06/2018	REFUND MEALS/MILEAGE ONLY/MML CONFERENCE	001-120-610-350	285.58
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Paid Total: 285.58

Department 120 - MAYORS OFFICE Total: 3,920.20

Department: 123 - IT

Outstanding

CADENCE VISA	8235420	07/06/2018	GATE.COM/WEBHOSTING	001-123-600-300	22.94
MAXXSOUTH BROADBAND	INV0026550	07/09/2018	8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
WAUKAWAY DISTRIBUTORS, INC	CLR0618-49	07/11/2018	MONTHLY COOLER RENT -IT	001-123-691-550	10.00
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-123-604-330	60.35

Expense Approval Report

Post Dates: 07/06/2018 - 07/11/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MAXXSOUTH BROADBAND	INV0026551	07/09/2018	8282 41 101 0508324 CITY HALL	001-123-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-123-604-330	77.34
WAUKAWAY DISTRIBUTORS, INC	CLR0718-49	07/11/2018	MONTHLY COOLER RENT- IT	001-123-691-550	10.00
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-123-604-330	264.10

Outstanding Total: 500.97

Department 123 - IT Total: 500.97

Department: 145 - OTHER ADMINISTRATIVE

Outstanding

MAXXSOUTH BROADBAND	INV0026550	07/09/2018	8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
WATERMARK PRINTERS LLC	11576	07/11/2018	PRINTING ON STAMPED ENVELOPES	001-145-501-200	109.00
WATERMARK PRINTERS LLC	11620	07/11/2018	PRINTING ON 1000 STAMPED ENVELOPES	001-145-501-200	109.00
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-145-604-330	30.17
MAXXSOUTH BROADBAND	INV0026551	07/09/2018	8282 41 101 0508324 CITY HALL	001-145-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-145-604-330	77.34
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-145-604-330	50.28

Outstanding Total: 432.03

Department 145 - OTHER ADMINISTRATIVE Total: 432.03

Department: 159 - BONDING-CITY EMPLOYEES

Outstanding

REYNOLDS/RENASANT INSURANCE AGENCY	904371	07/09/2018	JAMEIKA SMITH BOND	001-159-620-371	175.00
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Outstanding Total: 175.00

Department 159 - BONDING-CITY EMPLOYEES Total: 175.00

Department: 169 - LEGAL

Outstanding

OKT COUNTY	25098	07/09/2018	SOUTHWIRE TAX EXEMPT/PER LINK CONTRACT	001-169-600-309	40.00
STARKVILLE DAILY NEWS	INV0026556	07/09/2018	ADVERTISING	001-169-615-342	127.60
STARKVILLE DAILY NEWS	INV0026556	07/09/2018	ADVERTISING	001-169-615-342	147.72

Outstanding Total: 315.32

Department 169 - LEGAL Total: 315.32

Department: 180 - HUMAN RESOURCES

Outstanding

MAXXSOUTH BROADBAND	INV0026550	07/09/2018	8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
MAXXSOUTH BROADBAND	INV0026551	07/09/2018	8282 41 101 0508324 CITY HALL	001-180-604-330	28.12
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-180-604-330	50.28

Outstanding Total: 106.52

Department 180 - HUMAN RESOURCES Total: 106.52

Department: 190 - CITY PLANNER

Outstanding

MAXXSOUTH BROADBAND	INV0026550	07/09/2018	8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
SULLIVAN'S OFFICE SUPPLY, INC.	35313	07/09/2018	ENVELOPES, PRINTER INK, WRITING PADS, PENS. LABELS	001-190-501-200	172.30

Expense Approval Report

Post Dates: 07/06/2018 - 07/11/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SULLIVAN'S OFFICE SUPPLY, INC.	35348	07/09/2018	PRINTER INK (RETURN DIFFERENCE)	001-190-501-200	5.87
SULLIVAN'S OFFICE SUPPLY, INC.	35440	07/09/2018	2 SELF INKING STAMPS	001-190-501-200	27.98
MAXXSOUTH BROADBAND	INV0026551	07/09/2018	8282 41 101 0508324 CITY HALL	001-190-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-190-604-330	77.33
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-190-604-330	135.96
STARKVILLE DAILY NEWS	INV0026556	07/09/2018	ADVERTISING	001-190-604-330	244.32
Outstanding Total:					720.00
Department 190 - CITY PLANNER Total:					720.00

Department: 192 - GENERAL GOVERN BLDG & PLANT

Outstanding

NORTHEAST EXTERMINATING	329972	07/09/2018	CITY HALL 06.26.18	001-192-600-338	45.00
DOSS ELECTRIC, INC.	4277	07/06/2018	HOLDING CELL RECEPCTLES, REPLACE EXTERIOR LIGHT	001-192-630-403	643.50
TCC FACILITES MANAGEMENT, INC	3213	07/11/2018	JUNE CITY HALL CLEANING	001-192-600-338	1,100.00
STARKVILLE UTILITIES	INV0026559	07/11/2018	UTILITY BILLS BY DEPT	001-192-625-380	3,496.93
Outstanding Total:					5,285.43
Department 192 - GENERAL GOVERN BLDG & PLANT Total:					5,285.43

Department: 195 - TRANSFERS TO OTHER AGENCIES

Outstanding

GREATER STARKVILLE DEVELOPMENT PART	118553	07/06/2018	4TH QTR DUES	001-195-951-966	6,250.00
Outstanding Total:					6,250.00
Department 195 - TRANSFERS TO OTHER AGENCIES Total:					6,250.00

Department: 196 - CEMETERY ADMINISTRATION

Outstanding

HAMPTONS LANDSCAPING & JANITORIAL, LLC	101	07/09/2018	JUNE LAWN/LANDSCAPE SERVICES/CEMETARY	001-196-630-402	1,700.00
HAMPTONS LANDSCAPING & JANITORIAL, LLC	101	07/09/2018	JUNE LAWN/LANDSCAPE SERVICES/CEMETARY	001-196-630-425	900.00
HAMPTONS LANDSCAPING & JANITORIAL, LLC	101	07/09/2018	JUNE LAWN/LANDSCAPE SERVICES/CEMETARY	001-196-637-637	600.00
Outstanding Total:					3,200.00
Department 196 - CEMETERY ADMINISTRATION Total:					3,200.00

Department: 197 - ENGINEERING

Outstanding

MAXXSOUTH BROADBAND	INV0026550	07/09/2018	8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
MAXXSOUTH BROADBAND	INV0026551	07/09/2018	8282 41 101 0508324 CITY HALL	001-197-604-330	28.12
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-197-604-330	77.33
LOWE'S	909418	07/09/2018	TRAFFIC COUNTER SUPPLIES	001-197-501-200	96.03
Outstanding Total:					229.60
Department 197 - ENGINEERING Total:					229.60

Department: 201 - POLICE DEPARTMENT

Outstanding

BULLDOG PACKAGE STORE	INV0026528	07/06/2018	ALCOHOL FOR DUI CLASS	001-201-691-550	77.77
STARKVILLE FORD-LINCOLN MERCURY, IN	10564	07/09/2018	PICK UP ISUZU RODEO FROM LAMPKIN & RUSSELL	001-201-600-300	473.00
WAL MART-GENERAL CITY	03943	07/11/2018	TOTE & PACKAGE TAPE	001-201-501-200	37.83
AT&T GLOBAL	GE08303	07/06/2018	NCIC	001-201-604-330	228.46
R&M TIRES	1117742	07/09/2018	OIL CHANGE, 2 TIRE MOUNTS & BALANCE	001-201-630-360	148.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOWARD INDUSTRIES	18-00821901	07/09/2018	24 ROLLS PERFORATED PAPER ROLLS (FOR CAR PRINTERS)	001-201-501-200	228.00
AT&T-NCIC MONITOR LINE	07.12.18	07/06/2018	662 615-1467 637 0593	001-201-604-330	36.61
TRI-STARR MUFFLER & BRAKE	287930	07/11/2018	BATTERY, LABOR, CAR #25	001-201-630-360	272.29
O'REILLY AUTO PARTS	0997-426577	07/11/2018	HEADLIGHT	001-201-630-360	25.75
TRI-STARR MUFFLER & BRAKE	287937	07/11/2018	BATTERY/LABOR/ CAR S-41	001-201-630-360	272.29
BOB'S MOBILE RADIO	315877	07/06/2018	REPROGRAM RADIO, INSTALL COMPUTER, PRINTER IN P-52	001-201-630-404	330.00
BOB'S MOBILE RADIO	315880	07/06/2018	REMOVE POLICE GEAR FROM CAR/CAGE,CAMERA, RADAR	001-201-600-300	180.00
R&M TIRES	1117854	07/09/2018	ALIGNMENT, TIRE MOUNT & BALANCE	001-201-630-360	141.00
EAST MISSISSIPPI LUMBER CO	131412A	07/06/2018	FINGERPRINTING SUPPLIES	001-201-556-251	230.25
MAGNOLIA BOTTLED WATER CO	33456	07/09/2018	10 FIVE GALLON BOTTLES OF WATER	001-201-691-550	75.00
GOODYEAR WHOLESALE TIRE CENTER #2787	45940863	07/06/2018	10 TIRES P225/60R16	001-201-630-360	1,029.20
MID-SOUTH UNIFORM & SUPPLY	578976	07/09/2018	SHIRTS, NAMEPLATES, SERVICE BARS, CHEVRONS	001-201-535-233	665.09
DANNY MCCLUSKEY TOWING	2197	07/11/2018	TOW CHEV TAHOE TO IMPOUND	001-201-600-300	150.00
BASICS, INC. A Trade America Company	22652	07/06/2018	CLOROX, LYSOL, LINERS	001-201-555-250	120.61
TRI-STARR MUFFLER & BRAKE	287945	07/11/2018	AC RECHARGE/FREON	001-201-630-360	141.90
TRI-STARR MUFFLER & BRAKE	287947	07/11/2018	OIL CHANGE, SPOTLIGHT BULB, LABOR	001-201-630-360	62.25
IVY AUTO PARTS, LLC.	589783	07/09/2018	SCISSOR JACK & WRENCH	001-201-630-360	56.64
WILLIAM WELLS TIRES & AUTO SERVICE	111314	07/11/2018	TOW CAR TO CITY IMPOUND	001-201-600-300	286.00
WATERMARK PRINTERS LLC	11613	07/11/2018	BUSINESS CARDS-C. HUFFMAN & M. BANKS	001-201-501-200	76.00
DANNY MCCLUSKEY TOWING	2199	07/11/2018	TOW S-46 TO TRI-STAR	001-201-600-300	55.00
R&M TIRES	1117894	07/09/2018	TIRE MOUNT AND BALANCE	001-201-630-360	19.00
TRI-STARR MUFFLER & BRAKE	288511	07/11/2018	COOLANT FAN, COOLANT, LABOR	001-201-630-360	486.73
IVY AUTO PARTS, LLC.	590054	07/09/2018	VENT VISOR	001-201-630-360	52.72
ADVANCED COLLISION REPAIR	INV0026527	07/06/2018	REPAIRS TO P-45 VIN#7328	001-201-630-360	159.22
WEX Bank /WRIGHT EXPRESS FSC	54809103	07/11/2018	FUEL PURCHASES	001-201-525-231	689.52
ARMY NAVY PAWN SHOP	0060930	07/06/2018	150 CAPS	001-201-535-233	750.00
STARKVILLE FORD-LINCOLN MERCURY, IN	10631	07/09/2018	TOW CAR ISUZU RODEO TO CITY IMPOUND	001-201-600-300	220.00
SULLIVAN'S OFFICE SUPPLY, INC.	35413	07/09/2018	PENS, STAPLE REMOVER, FILE FOLDERS, CORRECTION TAP	001-201-501-200	41.70
MID-SOUTH UNIFORM & SUPPLY	579143	07/09/2018	BADGE, NAMEPLATES, SERVICE BAR, SHIRTS	001-201-535-233	508.67
AXON ENTERPRISE, INC	SI-1541093	07/06/2018	4 TASERS, 1 HOLSTER	001-201-556-251	4,149.00
R&M TIRES	1117901	07/09/2018	INNER TIE ROD LABOR, ALIGNMENT	001-201-630-360	240.00
STARKVILLE FORD-LINCOLN MERCURY, IN	146751	07/09/2018	TOUCH UP PAINT	001-201-630-360	31.36
DANNY MCCLUSKEY TOWING	2105	07/11/2018	TOW TO IMPOUND	001-201-600-300	105.00
SULLIVAN'S OFFICE SUPPLY, INC.	35458	07/09/2018	3 POCKET WALL FILE STARTER SET	001-201-501-200	12.84
IVY AUTO PARTS, LLC.	590223	07/09/2018	INNER TIE ROD END	001-201-630-360	82.58
SULLIVAN'S OFFICE SUPPLY, INC.	35457	07/09/2018	LEGAL FILE JACKETS	001-201-501-200	37.41
OKTIBBEHA COUNTY COOPERATIVE	403879	07/09/2018	SWAT BOOTS	001-201-535-233	99.85
ZIP SCRIPTS	179426	07/11/2018	MEDS FOR W. CHISHOLM	001-201-541-237	64.74
TRI-STARR MUFFLER & BRAKE	288529	07/11/2018	COMPRESSOR, DRIER EXPANSION, FREON, LABOR	001-201-630-360	844.07

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOB'S MOBILE RADIO	315879	07/06/2018	REPROGRAM NEW CARS & RADIOS	001-201-630-404	120.00
OKTIBBEHA COUNTY COOPERATIVE	404262	07/09/2018	SWAT BOOTS/WOMEN	001-201-535-233	99.85
NORTHEAST EXTERMINATING	330274	07/09/2018	POLICE DEPT. 06.29.18	001-201-630-426	50.00
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-201-604-330	77.33
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-201-604-330	1,699.80
KENNY WATKINS	INV0026545	07/09/2018	EDUCATION REIMB	001-201-690-552	1,177.50
STARKVILLE UTILITIES	INV0026559	07/11/2018	UTILITY BILLS BY DEPT	001-201-625-380	3,890.51
RACKLEY OIL INC.	486004	07/09/2018	FUEL PUMP REPAIRS	001-201-525-231	39.55
WAL MART-GENERAL CITY	01166	07/11/2018	DCON, TOILET WAND, WASP KILLER	001-201-555-250	43.76

Outstanding Total: 21,191.65

Department 201 - POLICE DEPARTMENT Total: 21,191.65

Department: 250 - NARCOTICS BUREAU

Outstanding

SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-250-604-330	30.17
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-250-604-330	60.35
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-250-604-330	77.33
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-250-604-330	199.88

Outstanding Total: 367.73

Department 250 - NARCOTICS BUREAU Total: 367.73

Department: 261 - FIRE DEPARTMENT

Outstanding

ELKINS WHOLESALE	350289-01	07/06/2018	1/2 CASE DEGREASER (BACKORDERED)	001-261-510-220	46.12
HOWARD INDUSTRIES	18-00822054	07/09/2018	2 BROTHER SCANNERS	001-261-918-805	470.00
ELECTRIC MOTOR SALES & SERVICE, INC.	0118364	07/06/2018	MOTOR REPAIR	001-261-630-360	75.00
NEWELL PAPER COMPANY	3038238	07/09/2018	5 PAILS HURRICAN LOW SUDS DETERGENT	001-261-510-220	156.00
MID-SOUTH UNIFORM & SUPPLY	578900	07/09/2018	UNIFORM SHIRTS (5)	001-261-535-233	216.66
LOWE'S-FIRE	901389	07/09/2018	SUPPLIES TO HOOK UP ICE MACHINE	001-261-558-269	125.10
NESCO ELECTRICAL DISTRIBUTORS	52254592	07/09/2018	SUPPLIES FOR HOOKING UP CASCADE & ICE MACHINES	001-261-558-269	253.57
RACKLEY OIL INC.	484779	07/09/2018	DIESEL	001-261-525-231	217.60
MAXXSOUTH BROADBAND	INV0026547	07/09/2018	8282 41 101 0005230 FIRE STATION ONE	001-261-604-330	152.44
MAXXSOUTH BROADBAND	INV0026548	07/09/2018	8282 41 101 0005495 FIRE STATION TWO	001-261-604-330	85.95
STATE FIRE ACADEMY	26196	07/09/2018	FIREFIGHTER 1001 1 & 2/GAUDIN & MOORE	001-261-600-390	1,000.00
FIRST RESPONSE FIRE- MIKE COLLINS	2905	07/06/2018	RECHARGE 20LB FIRE EXTINGUISHER	001-261-630-360	40.00
OKTIBBEHA COUNTY COOPERATIVE	402135	07/09/2018	7 YARDS BULK PINE MULCH	001-261-558-269	203.00
STARKVILLE AUTO PARTS	114697	07/09/2018	CONVENTIONAL GREEN ANTIFREEZE	001-261-630-360	71.94
BELL BUILDING SUPPLY, INC.	227907	07/06/2018	4" DRILL BIT	001-261-555-250	37.65
POWERSTROKE EQUIPMENT SALES & SVC	3081	07/09/2018	PARTS FOR K12 CHOP SAW	001-261-630-360	37.96
OKTIBBEHA COUNTY COOPERATIVE	403032	07/09/2018	5 TRIMMER LINES	001-261-630-360	71.45

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OKTIBBEHA COUNTY COOPERATIVE	403189	07/09/2018	2 BELTS BLACK WITH OVERLA	001-261-535-233	64.00
ARGAIL CARTER	922974	07/06/2018	REMOVE/REPLACE 6 PATCHES, 5 PATCHES	001-261-535-233	61.00
ATMOS ENERGY	07.12.18	07/06/2018	ACCT #3018177204-FIRE STATION #4	001-261-625-380	50.15
STARKVILLE AUTO PARTS	114740	07/09/2018	MINI BULBS, WIPER FLUID, WEATHERSTRIP	001-261-630-360	43.98
LANCE JACKSON AIR CONDITI	712576	07/09/2018	INSTALL NEW ICE MACHINE AT STATION TWO	001-261-558-269	2,903.47
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-261-604-330	430.05
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-261-604-330	3,250.87
STARKVILLE AUTO PARTS	114835	07/09/2018	ALTERNATOR	001-261-630-360	159.99
EMERGENCY EQUIPMENT PROFESSIONALS	435407	07/06/2018	FIX COMPRESSOR/LABOR	001-261-630-360	405.00
INTERSTATE BATTERY OF CNTRL MS	86635	07/09/2018	BATTERY FOR TRAINING TRUC	001-261-630-360	119.95
CHARLES TAYLOR	INV0026529	07/06/2018	MSFA -CHEMISTRY OF HAZMAT TRAINING/PER DIEM	001-261-600-390	40.93
CHARLES TAYLOR	INV0026530	07/06/2018	NZGO7932	001-261-600-390	64.79
MATT SCHOBBER	INV0026546	07/09/2018	REIMB MEALS/FIRE & LIFE SAFETY 2 TRAINING	001-261-600-390	53.41
NATHAN HERNDON	INV0026552	07/09/2018	MEAL REIMB/MSFA FLSE II	001-261-600-390	38.43
TYLER A. DAVIS	INV0026557	07/11/2018	PER DIEM REIMB/CHEM OF HAZMAT/JUNE 10-13, 2018	001-261-600-390	112.38
TYLER A. DAVIS	INV0026558	07/11/2018	PER DIEM REIMB/CHEM HAZMAT/JUNE 3-6, 2018	001-261-600-390	125.28
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-261-604-330	77.33
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-261-604-330	183.33
CADENCE VISA	6	07/11/2018	VIASAT-ACCT#304847802	001-261-604-330	328.81
Outstanding Total:					11,773.59
Department 261 - FIRE DEPARTMENT Total:					11,773.59

Department: 281 - BUILDING/CODES OFFICE

Outstanding

MAXXSOUTH BROADBAND	INV0026550	07/09/2018	8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
POLLAN & ASSOC. PA	5122	07/09/2018	3 CUSTOM EMBROIDERED POLO SHIRTS/J. WILLIAMS	001-281-535-233	166.90
MAXXSOUTH BROADBAND	INV0026551	07/09/2018	8282 41 101 0508324 CITY HALL	001-281-604-330	28.11
RACKLEY OIL INC.	485402	07/09/2018	GAS	001-281-525-231	20.54
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-281-604-330	77.33
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-281-604-330	131.81
Outstanding Total:					452.80
Department 281 - BUILDING/CODES OFFICE Total:					452.80

Department: 290 - CIVIL DEFENSE/WARNING SYSTEM

Outstanding

STARKVILLE UTILITIES	INV0026559	07/11/2018	UTILITY BILLS BY DEPT	001-290-625-380	27.27
Outstanding Total:					27.27
Department 290 - CIVIL DEFENSE/WARNING SYSTEM Total:					27.27

Department: 301 - STREET DEPARTMENT

Outstanding

BASICS, INC. A Trade America Company	22497	07/06/2018	DOZEN LARGE GLOVES, 4 VESTS	001-301-555-250	96.79
STARKVILLE AUTO PARTS	113570	07/09/2018	OIL ABSORBENT	001-301-630-360	56.94

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BELL BUILDING SUPPLY, INC.	226431	07/06/2018	WRENCH, PLIERS, BUNGEE CORDS, SAW BLADE, BIT SET	001-301-555-250	99.44
G&C SUPPLY CO., INC	6698484	07/06/2018	100 YARDS PRISMATIC SHEETING	001-301-555-250	926.00
G&C SUPPLY CO., INC	6698485	07/06/2018	25 WHITE UTILITY MARKERS	001-301-555-250	300.00
BELL BUILDING SUPPLY, INC.	226635	07/06/2018	BRUSH WIRE CRVD, BRUSH WIRE STEEL	001-301-560-270	7.88
COLUMBUS RUBBER & GASKET CO., INC.	298.86	07/06/2018	HOSE ASSY AND ADAPTER	001-301-630-400	298.86
STARKVILLE AUTO PARTS	114269	07/09/2018	RATCHET STRAPS	001-301-630-400	98.36
STARKVILLE AUTO PARTS	114346	07/09/2018	ALTERNATOR, PIGTAIL SOCKE	001-301-630-360	143.98
SHERWIN WILLIAMS CO.	7128-6	07/09/2018	16 GALLONS HIGHWAY YELLOW	001-301-565-272	216.39
STARKVILLE AUTO PARTS	114364	07/09/2018	HYDRAULIC FLUID	001-301-630-360	79.90
SHERWIN WILLIAMS CO.	4339-7	07/09/2018	PAINT BRUSHES AND ROLLER	001-301-565-272	40.96
GATEWAY TIRE & SERVICE CENTER	1104184996	07/09/2018	SERVICE CALL, FIX FLAT, NEW TUBE	001-301-630-400	139.17
BULLDOG TOWING & RECOVERY	37973	07/06/2018	TOW F-700 TO TERRY'S GARAGE	001-301-630-400	250.00
STARKVILLE AUTO PARTS	114476	07/09/2018	EXPANSION VALVE	001-301-630-360	24.99
STARKVILLE AUTO PARTS	114482	07/09/2018	RADIATOR FAN MOTOR	001-301-630-360	85.99
STARKVILLE AUTO PARTS	114492	07/09/2018	ORIFICE TUBE	001-301-630-360	2.49
STARKVILLE AUTO PARTS	114540	07/09/2018	REFRIGERANT	001-301-630-400	15.98
FASTENAL COMPANY	MSSTA79440	07/06/2018	PLIER SET, MAG NUT DRIVER	001-301-555-250	141.13
OKTIBBEHA COUNTY COOPERATIVE	401424	07/09/2018	2 MANURE FORKS , HANDLES	001-301-555-250	159.96
COLUMBUS RUBBER & GASKET CO., INC.	565196-001	07/06/2018	ADAPTER	001-301-630-400	6.06
G&C SUPPLY CO., INC	6699852	07/06/2018	25 SIGNS, BLACK BORDER WITH WHITE SIGN	001-301-565-272	292.50
CADENCE VISA	ENG-18033	07/06/2018	BOOTS	001-301-535-233	109.99
PAUL'S WELDING	0102	07/09/2018	FABRICATE 5 SIGN BASES	001-301-565-272	107.00
STARKVILLE AUTO PARTS	114631	07/09/2018	STARTER	001-301-630-360	127.99
STARKVILLE AUTO PARTS	114650	07/09/2018	REFRIGERANT	001-301-630-360	15.98
APAC-MISSISSIPPI, INC	4000079394	07/06/2018	SC-1 RECYCLE	001-301-560-270	235.20
BELL BUILDING SUPPLY, INC.	227925	07/06/2018	BOLT CUTTER, PINK TAPE, LIME TAPE, WIRE MESH	001-301-555-250	151.66
TERRY'S GARAGE & REPAIRS, LLC	742	07/11/2018	2 CRANK TRUCKS, 3 FUSES, SHOP SUPPLIES	001-301-630-400	198.53
BELL BUILDING SUPPLY, INC.	228027	07/06/2018	FLASHING ALUM	001-301-555-250	18.49
BELL BUILDING SUPPLY, INC.	228056	07/06/2018	QUICK SQUARE TOOL, BEAM LEVEL	001-301-555-250	26.48
BELL BUILDING SUPPLY, INC.	228109	07/06/2018	GLO WHITE FLAG-100 PACK, 2 STRT BCK BLD	001-301-555-250	38.87
POWERSTROKE EQUIPMENT SALES & SVC	3085	07/09/2018	REPAIRED CUTOFF SAW	001-301-630-400	60.49
OKTIBBEHA COUNTY COOPERATIVE	403404	07/09/2018	DUNGAREES, SHIRTS	001-301-535-233	372.00
FASTENAL COMPANY	MSSTA79532	07/06/2018	LIME VEST, TRUBOLT, WHITE PAINTMRKR, MAG TORPEDO	001-301-555-250	123.64
FASTENAL COMPANY	MSSTA79533	07/06/2018	BROOM AND HANDLE	001-301-555-250	20.02
PAUL'S WELDING	0105	07/09/2018	REPAIR POT HOLE PATCHER	001-301-630-400	440.00
GATEWAY TIRE & SERVICE CENTER	1104197839	07/09/2018	ONE TIRE, VALVE STEM, MOUNT	001-301-630-400	74.21
GATEWAY TIRE & SERVICE CENTER	1104198327	07/09/2018	TRUCK 61A -TL TRUCK INSIDE	001-301-630-400	36.50
BELL BUILDING SUPPLY, INC.	228231	07/06/2018	DEEP WELL SOCKET, WRENCH, FLAG TAPE	001-301-555-250	25.12
TRI-STARR MUFFLER & BRAKE	288525	07/11/2018	WELD UP MUFFLER	001-301-630-360	25.00
OKTIBBEHA COUNTY COOPERATIVE	403842	07/09/2018	4 BALES WHEAT STRAW	001-301-515-221	19.40
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-301-604-330	30.17

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-301-604-330	150.87
STARKVILLE AUTO PARTS	114831	07/09/2018	REFRIGERANT	001-301-630-360	23.97
BASICS, INC. A Trade America Company	22673	07/06/2018	CASE OF WASP SPRAY, CASE OF SPRAY 9	001-301-555-250	114.20
BELL BUILDING SUPPLY, INC.	228284	07/06/2018	GALLON COOLER, CONCRETE MIX #40	001-301-555-250	15.98
G&C SUPPLY CO., INC	6700837	07/06/2018	BRACKET SETS, DOME CAPS, STOP SIGNS, NO PARKING SI	001-301-565-272	2,649.55
G&C SUPPLY CO., INC	6700838	07/06/2018	9 NO PARKING SIGNS	001-301-565-272	116.55
EAST MISSISSIPPI LUMBER CO	A40132	07/06/2018	LEGEND HALF GALLON	001-301-560-270	7.99
STARKVILLE AUTO PARTS	114837	07/09/2018	WIPER BLADES	001-301-630-360	23.98
GTR SOLID WASTE MGMT. AUTH	INV0026541	07/06/2018	JUNE SOLID WASTE TICKETS	001-301-691-550	23.49
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-301-604-330	77.33
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-301-604-330	50.28
PAUL'S WELDING	0095	07/09/2018	BUILD POST PULLER	001-301-630-400	1,050.00
RACKLEY OIL INC.	486004	07/09/2018	FUEL PUMP REPAIRS	001-301-525-231	39.55

Outstanding Total: 10,084.25

Department 301 - STREET DEPARTMENT Total: 10,084.25

Department: 302 - STREET LIGHTING

Outstanding

STARKVILLE UTILITIES	INV0026559	07/11/2018	UTILITY BILLS BY DEPT	001-302-625-380	18.78
STARKVILLE UTILITIES	INV0026559	07/11/2018	UTILITY BILLS BY DEPT	001-302-625-380	191.68

Outstanding Total: 210.46

Department 302 - STREET LIGHTING Total: 210.46

Department: 360 - ANIMAL CONTROL

Outstanding

CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	001-360-604-330	77.33
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	001-360-604-330	37.40

Outstanding Total: 114.73

Department 360 - ANIMAL CONTROL Total: 114.73

Department: 550 - PARKS AND REC DEPARTMENT

Outstanding

JERRY PATE TURF SUPPLY, INC	44175	07/09/2018	RING CANVAS	001-550-600-370	270.85
NEWELL PAPER COMPANY	3033325	07/09/2018	TOWELS, BLEACH, BOWL CLIP	001-550-501-208	132.71
LOWE'S- PARKS	909115	07/09/2018	JOHNI RING REINFORCEMENT KIT	001-550-501-208	11.96
HARD ROCK, INC.	4513	07/09/2018	22 CY BASEBALL INFIELD MIX/RED DIRT	001-550-630-426	300.00
EXCAVATING CONTACTOR					
HOLLIS BROTHERS ELECTRIC & REFRIG	43368	07/09/2018	CHECK UNIT/SERVICE CALL	001-550-630-426	75.00
FERGUSON ENTERPRISES, INC	7977249	07/06/2018	32 OZ PURP PRMR/CLNR, BLUE RAIN R SHINE,	001-550-501-208	41.29
FERGUSON ENTERPRISES, INC	7980296	07/06/2018	3 CLST FV W/SWT KITS	001-550-501-208	254.25
FERGUSON ENTERPRISES, INC	7985516	07/06/2018	CLST SPUD	001-550-501-220	17.78
FERGUSON ENTERPRISES, INC	7985523	07/06/2018	RAPTOR ADJU SPUD WRENCH	001-550-501-220	11.99
BSN SPORTS	902426971	07/06/2018	SMART POLES, TRIPLE CLEAT SLEEVES, TRIPLE CLEAT CA	001-550-501-220	369.59
PITNEY BOWES PURCHASE POWER	07.16.18	07/09/2018	8000-9000-0612-4618 PARKS	001-550-501-200	32.57
RICHARDSON ATHLETICS	28141	07/09/2018	POOL EQUIPMENT/WINDSCREEN, WIND FLAPS	001-550-555-250	850.99
OKTIBBEHA COUNTY COOPERATIVE	401232	07/09/2018	50 BAGS GUIDE LINE MARKING LIME, ROACH CONT	001-550-630-402	307.47

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MMC MATERIALS, INC.	548848	07/09/2018	CONCRETE FOR SLAB FOR THE SHED AT SPORTSPLEX	001-550-630-426	300.00
ANTARRIO MCCOY	640257	07/06/2018	CONCRETE FINISHING INSIDE SHED	001-550-630-426	360.00
LOWE'S- PARKS	907304	07/09/2018	CORDED HAMMER AND NAIL	001-550-555-250	54.95
LOWE'S- PARKS	909773	07/09/2018	PIPE CUTTER, SCREWDRIVER, WASHERS, COUPLING	001-550-555-250	45.21
HELENA CHEMICAL COMPAN	230404217	07/09/2018	30 GAL TARGET MSMA 6 PLUS, 4 GAL SPRAY INDICATO	001-550-630-402	856.00
NEWELL PAPER COMPANY	3038615	07/09/2018	TOWELS, DISINFECTANT	001-550-501-208	84.25
LOWE'S- PARKS	911004	07/09/2018	DOOR HANDLES	001-550-630-426	25.10
LOWE'S- PARKS	901882	07/09/2018	TOP SOIL, REBAR PINS	001-550-630-426	22.77
LOWE'S- PARKS	910668	07/09/2018	SPEED OUT SCREWS, BOTTLED WATER	001-550-501-220	26.09
LOWE'S- PARKS	919199	07/09/2018	HOG RING PLIER, GUAGE HOG RING 40, 3 PACK STAKES	001-550-501-220	38.84
ATMOS ENERGY	07.11.18	07/06/2018	ACCT # 3018222235 PARKS ADMIN BLDNG	001-550-600-340	25.63
JERRY PATE TURF SUPPLY, INC	63002	07/09/2018	PUMP PISTON VARIABLE, OIL, FILTER	001-550-600-370	2,661.97
JERRY PATE TURF SUPPLY, INC	63004	07/09/2018	LAWN MOWER REPAIR	001-550-600-370	726.03
LOWE'S- PARKS	910421	07/09/2018	4 IN TEST PLUG	001-550-501-200	7.04
WAL MART-GENERAL CITY	04927	07/11/2018	5 SLEEVES OF PLASTIC CUPS	001-550-501-220	12.90
UNIVERSITY SCREENPRINT	23262	07/11/2018	COLORBLOCK SHIRTS	001-550-535-543	512.00
SULLIVAN'S OFFICE SUPPLY, INC.	35441	07/09/2018	5 RECEIPT BOOKS	001-550-501-200	59.90
LOWE'S- PARKS	919815	07/09/2018	5 BAGS PREMIUM TP SOI	001-550-501-220	9.95
GATEWAY TIRE & SERVICE CENTER	1104198254	07/09/2018	CARGO MAX TIRE, VALVE STEM, MOUNT	001-550-600-370	63.25
OKTIBBEHA COUNTY COOPERATIVE	403783	07/09/2018	JUSTIN WORK BOOTS	001-550-535-543	158.98
WAL MART-GENERAL CITY	01505	07/11/2018	ARTS & CRAFTS SUPPLIES FOR CAMP	001-550-600-300	51.30
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-550-600-330	90.52
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	001-550-600-330	30.17
NEWELL PAPER COMPANY	3039275	07/09/2018	TOWELS, TISSUE,	001-550-501-208	332.59
OKTIBBEHA COUNTY COOPERATIVE	404194	07/09/2018	PINE BARK MULCH	001-550-630-426	29.00
OKTIBBEHA COUNTY COOPERATIVE	404201	07/09/2018	BULK AMMONIUM NITRATE,11 ACRES FERT. SPR	001-550-630-426	420.42
LOWE'S- PARKS	901081	07/09/2018	LIGHT BULBS & CABLE TIES	001-550-501-220	109.71
NEWELL PAPER COMPANY	3039544	07/09/2018	TISSUE AND TOWELS	001-550-501-208	357.94
S&K DOOR AND SPECIALTY COMPANY,INC.	64941	07/09/2018	SVC CALL/REPLACE CAPACITORS ON 2 DOORS	001-550-630-426	275.00
LOWE'S- PARKS	901282	07/09/2018	BOTTLED WATER, CABLE TIES,FIREANT DUST, REBAR PI	001-550-501-220	63.94
WAUKAWAY DISTRIBUTORS, INC	CLR0718-273	07/11/2018	MONTHLY COOLER RENT (2) PARKS	001-550-501-220	20.00
OKTIBBEHA COUNTY COOPERATIVE	405834	07/09/2018	BOLTS, NUTS, SCREWS, FASTENERS, BOLT HOOK	001-550-501-220	15.31
LOWE'S- PARKS	909276	07/09/2018	GERM X, GLUE, 6X24 IN GUARDS	001-550-501-220	24.11
STARKVILLE UTILITIES	INV0026559	07/11/2018	UTILITY BILLS BY DEPT	001-550-600-340	5,346.84
CINTAS-PARKS	215338644	07/06/2018	WEEKLY MAT CLEANING/07.04.18	001-550-501-208	41.11
PYRO SHOWS, INC	18MS000393-1	07/09/2018	REMAINDER OF INVOICE FOR FIREWORKS SHOW	001-550-600-355	4,249.50
BRENT VARNER	24	07/09/2018	LIVE PERFORMANCE/JULY 4T	001-550-600-355	200.00
JAMES REDD	STARKPARKS 001	07/09/2018	ENTERTAINMENT/JULY 4TH	001-550-600-355	150.00
VERIZON WIRELESS	9809285687	07/11/2018	CELL PHONES/ACCT #442043716-00001/PARKS	001-550-600-300	457.68

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KENNEDI AKINS	INV0026562	07/11/2018	ACTIVITY WORKER 05/25/18-06/07/18	001-550-600-320	250.00
MARTHA MALONE	INV0026563	07/11/2018	ACTIVITY WORKER 05/25/18-06/07/18	001-550-600-320	204.00
DIANE CLARK	INV0026564	07/11/2018	ACTIVITY WORKER 05/25/18-06/07/18	001-550-600-320	125.00
RONALD JOHNSON JR.	INV0026565	07/11/2018	ACTIVITY WORKER 05/25/18-06/07/18	001-550-600-320	740.00
CHRISTOPHER ANDRE CLARK	INV0026566	07/11/2018	ACTIVITY WORKER 05/25/18-06/07/18	001-550-600-320	270.00
JAMES "AUSTIN" INGRAM	INV0026567	07/11/2018	ACTIVITY WORKER 05/25/18-06/07/18	001-550-600-320	320.00
AVERY PUTNAM	INV0026568	07/11/2018	ACTIVITY WORKER 05/25/18-06/07/18	001-550-600-320	984.50
JOE DAN BAKER	INV0026569	07/11/2018	MAINTENANCE WORKER 05/25/18-06/07/18	001-550-600-320	616.00
REGINALD CAMPBELL	INV0026570	07/11/2018	MAINTENANCE WORKER 05/25/18-06/07/18	001-550-600-320	792.00
JARQUEZ McCARTER	INV0026571	07/11/2018	MAINTENANCE WORKER 05/25/18-06/07/18	001-550-600-320	400.00
KYLAN HAMILTON	INV0026572	07/11/2018	MAINTENANCE WORKER 05/25/18-06/07/18	001-550-600-320	120.00
WARREN DOUGLAS SMITH	INV0026573	07/11/2018	HEAD LIFE GUARD 05/25/18-06/07/18	001-550-600-320	220.00
CAMRYN DAWKINS	INV0026574	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	324.00
KENNIS KINGERY	INV0026575	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	252.00
ABBIE AMMON	INV0026576	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	250.75
RONALD CARTER CAMPBELL	INV0026577	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	192.00
COLBY FREELY	INV0026578	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	176.00
CAROLINE MATTOX	INV0026579	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	132.00
PEYTON WAYNE POOLE	INV0026580	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	255.00
CALEB WALKER PUGH	INV0026581	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	216.75
ELIJAH WILL CAPPLEMAN	INV0026583	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	140.25
ERIC SPEARS	INV0026585	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	96.00
HANNAH KNOX	INV0026586	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	246.50
HAILEY LOCKE	INV0026587	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	178.50
JOHN ALEX MULROONEY	INV0026588	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	112.00
LUCAS SUMNER	INV0026589	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	212.00
NICOLAS HOLLIS	INV0026590	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	187.00
STEVEN RILEY HARDY	INV0026591	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	331.50
TAYLOR S. HARDY	INV0026592	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	246.50
WILLIAM THOMAS HARDY	INV0026593	07/11/2018	LIFE GUARD 05/25/18-06/07/18	001-550-600-320	301.75
SHAY (AUGILIA SHANTA) JACKSON	INV0026594	07/11/2018	REFUND	001-550-600-320	100.00
AHMIR TAYLOR	INV0026595	07/11/2018	LIFEGUARD 05/25/18-06/07/18	001-550-600-320	144.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RICKY LINDSEY	INV0026596	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	450.00
CLYDE WILLIAMS	INV0026597	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	360.00
JOHN WISE	INV0026598	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	300.00
JEFF PILGRIM	INV0026599	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	280.00
BRUCE HARRIS	INV0026600	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	270.00
SHAY (AUGILIA SHANTA) JACKSON	INV0026601	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	270.00
JOSH LAW	INV0026602	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	210.00
ALEXIS THOMAS	INV0026603	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	200.00
JONATHAN FORD	INV0026604	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	180.00
LENARD THAMES	INV0026605	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	180.00
CALVIN WARE -1099	INV0026606	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	180.00
RONALD M. LUNDELL	INV0026607	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	90.00
AKECIANNA THORNTON	INV0026609	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	84.00
CARRIE ASHFORD	INV0026610	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	108.00
SHARON MCKINLEY	INV0026611	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	108.00
SIERRA MCKINLEY	INV0026612	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	108.00
ADLER MORGAN	INV0026613	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	108.00
COURTNEY PILGRIM	INV0026614	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	108.00
SHAY (AUGILIA SHANTA) JACKSON	INV0026615	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	72.00
SAVANNAH BREE JEFFERSON	INV0026616	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	72.00
MARY AUSTIN BARBER	INV0026617	07/11/2018	ADULT SOFTBALL 06/20/18-07/04/18	001-550-600-320	24.00
RICOLA MCGEE	INV0026618	07/11/2018	BUS MONITOR/FEEDING PROGRAM/JUNE-JULY 2018	001-550-600-320	1,375.00

Outstanding Total: 35,265.45

Department 550 - PARKS AND REC DEPARTMENT Total: 35,265.45

Department: 600 - CAPITAL PROJECTS

Outstanding

VOLKERT, INC.	00104005	07/11/2018	LOUISVILLE STREET PED IMPROVEMENTS-REMAINING BALAN	001-600-912-856	7,223.25
VOLKERT, INC.	00205003	07/11/2018	LOUISVILLE STREET PED. IMPROVEMENTS	001-600-912-856	1,321.66
PROGRAPHICS, INC.	72772	07/09/2018	4 SETS PLANS & SPECS	001-600-912-853	514.00
SGK LANDSCAPES, LLC	INV0026542	07/09/2018	HWY 12 MEDIANS PROJ 1707	001-600-912-801	267,016.20
SGK LANDSCAPES, LLC	INV0026543	07/09/2018	HWY 12 MEDIANS/ADDT'L DIRTWORK/PROJECT 17074	001-600-912-801	39,058.24
TERRY STIDHAM CONSTRUCTION	INV0026674	07/11/2018	N.MONTGOMERY PEDESTAL BORING-FINAL PMT.	001-600-912-808	1,200.00

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TERRY STIDHAM CONSTRUCTION	INV0026675	07/11/2018	HWY 12 MEDIAN LANDSCAPING-IRRIGATION BORING	001-600-912-801	3,000.00
Outstanding Total:					319,333.35
Department 600 - CAPITAL PROJECTS Total:					319,333.35

Department: 800 - DEBT SERVICE

Outstanding

OKTIBBEHA COUNTY	120619	07/09/2018	HEADWATERS INVOICE #120619	001-800-890-850	12,725.01
OKTIBBEHA COUNTY	942047	07/09/2018	JONES WALKER INV#942047	001-800-890-850	7,438.25
Outstanding Total:					20,163.26
Department 800 - DEBT SERVICE Total:					20,163.26

Department: 900 - INTERFUND TRANSACTIONS

Outstanding

OKT COUNTY	25098A	07/09/2018	PROJECT SUPPORT SERVICES/ PER LINK CONTRACT	001-900-990-998	40.00
OKT COUNTY	25035	07/09/2018	PROJECT SUPPORT SERVICES/PER LINK CONTRAC	001-900-990-998	4,900.00
Outstanding Total:					4,940.00
Department 900 - INTERFUND TRANSACTIONS Total:					4,940.00
Fund 001 - GENERAL FUND Total:					486,432.06

Fund: 015 - AIRPORT FUND

Department: 505 - AIRPORT

Outstanding

GARSITE/PROGRESS LLC	42959	07/09/2018	2- REP INTERSTITIAL LEAK DETC KITS	015-505-501-198	32.15
GARSITE/PROGRESS LLC	42975	07/09/2018	REP INTERSTITIAL LEAK DETC KIT	015-505-501-198	8.25
WADE INCORPORATED	05526998	07/11/2018	LIGHT KITS FOR NEW TRACTO	015-505-720-801	999.23
T&M STEEL ERECTORS, INC.	2538	07/11/2018	INSTALLED 10 EXTINGUISHERS IN HANGER/1	015-505-600-338	1,786.40
RACKLEY OIL INC.	483997	07/09/2018	MOBIL 15W50 SYN OIL	015-505-525-231	43.74
RACKLEY OIL INC.	484540	07/09/2018	AEROSHELL OIL	015-505-525-235	165.00
RACKLEY OIL INC.	485137	07/09/2018	100LL AVGAS	015-505-525-232	30,562.89
CLEARWATER INC., ENVIRONMENTAL ENGI	1161801P	07/09/2018	NO. 7 DRAINAGE IMPROVEMENTS BRYAN FIEL	015-505-720-805	365.75
RACKLEY OIL INC.	484883	07/09/2018	12 100 PLUS, 5W30 OIL	015-505-525-235	99.71
SIMMONS EROSION CONTROL, INC	J-2090	07/09/2018	PAY REQ #12/AIRPORT DRAINAGE IMPROVEMENTS	015-505-720-805	38.00
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	015-505-604-330	122.09
MAXXSOUTH BROADBAND	INV0026549	07/09/2018	8282 41 101 0557107 AIRPOR	015-505-604-330	144.95
RACKLEY OIL INC.	485490	07/09/2018	REG UNLEADED GAS	015-505-525-231	73.04
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	015-505-604-330	77.33
EASTERN AVIATION FUELS	R2978874	07/09/2018	JET TRUCK RENT & AVGAS TRUCK RENT	015-505-600-322	800.00
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	015-505-604-330	50.28
RSINET	4119	07/09/2018	DATA SERVICE APRIL-JUNE 2018	015-505-600-338	180.00
Outstanding Total:					35,548.81
Department 505 - AIRPORT Total:					35,548.81
Fund 015 - AIRPORT FUND Total:					35,548.81

Fund: 016 - RESTRICTED AIRPORT

Department: 515 - RESTRICTED PROJECTS

Outstanding

CLEARWATER INC., ENVIRONMENTAL ENGI	1161801P	07/09/2018	NO. 7 DRAINAGE IMPROVEMENTS BRYAN FIEL	016-515-600-310	6,583.50
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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CLEARWATER INC., ENVIRONMENTAL ENGI	1161801P	07/09/2018	NO. 7 DRAINAGE IMPROVEMENTS BRYAN FIEL	016-515-600-350	365.75
SIMMONS EROSION CONTROL, INC	J-2090	07/09/2018	PAY REQ #12/AIRPORT DRAINAGE IMPROVEMENTS	016-515-720-805	684.00
SIMMONS EROSION CONTROL, INC	J-2090	07/09/2018	PAY REQ #12/AIRPORT DRAINAGE IMPROVEMENTS	016-515-720-812	38.00

Outstanding Total: 7,671.25

Department 515 - RESTRICTED PROJECTS Total: 7,671.25

Fund 016 - RESTRICTED AIRPORT Total: 7,671.25

Fund: 022 - SANITATION

Department: 322 - SANITATION DEPARTMENT

Outstanding

EMPIRE TRUCK SALES, LLC	RE005010469:01	07/06/2018	TRUCK #40 PTO SYSTEM NOT WORKING	022-322-630-360	4,236.22
EMPIRE TRUCK SALES, LLC	RE005010506:01	07/06/2018	TRUCK #43 REPAIRS/RED ENGINE LIGHT CAME ON	022-322-630-360	4,468.18
GATEWAY TIRE & SERVICE CENTER	1104127716	07/09/2018	TRUCK #33-TWO TIRES, OUTSIDE MOUNT	022-322-630-360	533.02
H&O TRUCKS & TRAILER REPAIR L.L.C.	58481	07/09/2018	TRUCK #42 REPLACE MAIN CONTROL PANEL	022-322-630-360	446.21
H&O TRUCKS & TRAILER REPAIR L.L.C.	58575	07/09/2018	TRUCK #92A AIR COND CHARGING/FREON	022-322-630-360	128.50
GATEWAY TIRE & SERVICE CENTER	1104196451	07/09/2018	TRUCK #92A-ONE TIRE PLUS OUTSIDE MOUNT	022-322-630-360	253.14
H&O TRUCKS & TRAILER REPAIR L.L.C.	58620	07/09/2018	SPLICE COOLANT HOSE TO EGR...NEW HOSES ORDERED	022-322-630-360	87.55
SOUTHERN TELECOMMUNICATIONS	07.17.18	07/11/2018	ACCT #2490- JUNE 2018	022-322-604-330	30.17
O'REILLY AUTO PARTS	0997-427961	07/09/2018	HYD OIL, DEF FLUID, ANTIFREEZE, MOTOR OIL	022-322-630-360	1,177.98
GATEWAY TIRE & SERVICE CENTER	1104200267	07/09/2018	TRUCK #41- TWO TIRES AND MOUNTS	022-322-630-360	506.28
TERRY'S GARAGE & REPAIRS, LLC	774	07/11/2018	TRUCK #21A-10 STUDS & RIMNUTS, TIRE, LABOR	022-322-630-360	615.20
GTR SOLID WASTE MGMT. AUTH	INV0026541	07/06/2018	JUNE SOLID WASTE TICKETS	022-322-600-379	37,711.17
CSPIRE BUSINESS SOLUTIONS	1276548	07/11/2018	ACCT# CSBS-643956/CIRCUIT #11024528	022-322-604-330	77.33
WASTE MANAGEMENT	0712179-2132-0	07/11/2018	4 -THIRTY YD HAULS/JUNE 2018	022-322-600-431	1,636.24
CSPIRE WIRELESS	INV0026544	07/09/2018	CELL PHONES BY DEPT/JUNE 2018	022-322-604-330	128.26
GATEWAY TIRE & SERVICE CENTER	110407012	07/09/2018	TRUCK #21A FIX FLAT	022-322-630-360	36.50
BELL BUILDING SUPPLY, INC.	228727	07/06/2018	CHROME LOCK, PADLOCK, 9 KEYS	022-322-555-250	29.51
GATEWAY TIRE & SERVICE CENTER	1104209015	07/09/2018	2 TIRES AND MOUNTS	022-322-630-360	506.28
NORTHEAST EXTERMINATING	330946	07/11/2018	PEST CONTROL SANITATION 07.05.18	022-322-600-300	30.00
RACKLEY OIL INC.	486004	07/09/2018	FUEL PUMP REPAIRS	022-322-525-231	79.10

Outstanding Total: 52,716.84

Department 322 - SANITATION DEPARTMENT Total: 52,716.84

Department: 325 - RUBBISH

Outstanding

H&O TRUCKS & TRAILER REPAIR L.L.C.	58506	07/09/2018	TRUCK #38 REPLACE CRANKSHAFT	022-325-630-360	806.08
GATEWAY TIRE & SERVICE CENTER	1104196452	07/09/2018	TRUCK #38/ FIX 2 FLATS INSIDE	022-325-630-360	73.00
GATEWAY TIRE & SERVICE CENTER	1104202453	07/09/2018	TRUCK #38- ONE TIRE AND MOUNT	022-325-630-360	258.14

Expense Approval Report

Post Dates: 07/06/2018 - 07/11/2018

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RICK SHERMAN EXERiors	6118	07/09/2018	GRAPPLER TRUCK RENTAL/6 DAYS @550 PER DAY	022-325-630-360	3,300.00
RICK SHERMAN EXERiors	62918	07/09/2018	GRAPPLER TRUCK RENTAL/4.5 DAYS @550 PER DAY	022-325-630-360	2,475.00
Outstanding Total:					6,912.22
Department 325 - RUBBISH Total:					6,912.22

Department: 341 - LANDSCAPING

Outstanding

CHICKASAW EQUIPMENT COMPANY	RO44541	07/06/2018	TRACTOR 1-REPAIR PTO SHAF	022-341-630-360	829.48
PAUL'S WELDING	0106	07/09/2018	TRACTOR #3 REPAIR-SIDE BOOM/TRCTR#2 REPAIR PTO	022-341-630-360	560.00
POWERSTROKE EQUIPMENT SALES & SVC	3090	07/09/2018	REPAIR EXMARK MOWER #2/PTO SWITCH	022-341-630-360	176.95
OKTIBBEHA COUNTY COOPERATIVE	403844	07/09/2018	BUNGEE CORDS, DUCT TAPE, GRAB HOOKS,	022-341-555-250	45.41
SGK LANDSCAPES, LLC	ST21944	07/09/2018	MONTHLY MEDIAN MAINTENANCE	022-341-600-338	708.77
STARKVILLE AUTO PARTS	114911	07/09/2018	FARM TRUCK BATTERY FOR SWEEPER #2	022-341-630-360	305.98
OKTIBBEHA COUNTY COOPERATIVE	405735	07/09/2018	TRACTOR #2/INNER PROFILE TUBE	022-341-555-250	59.84
RACKLEY OIL INC.	485933	07/09/2018	DIESEL	022-341-525-231	101.55
TERRY'S GARAGE & REPAIRS, LLC	678	07/11/2018	REPAIR OIL LEAK ON TRUCK #41	022-341-630-360	91.80
Outstanding Total:					2,879.78
Department 341 - LANDSCAPING Total:					2,879.78
Fund 022 - SANITATION Total:					62,508.84

Fund: 023 - LANDFILL ACCOUNT

Department: 323 - LANDFILL

Outstanding

ROCK HILL WATER ASSOCIATION	INV0026555	07/09/2018	WATER BILL	023-323-625-380	124.00
Outstanding Total:					124.00
Department 323 - LANDFILL Total:					124.00
Fund 023 - LANDFILL ACCOUNT Total:					124.00
Grand Total:					592,284.96

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
001 - GENERAL FUND	486,432.06	1,551.16
015 - AIRPORT FUND	35,548.81	0.00
016 - RESTRICTED AIRPORT	7,671.25	0.00
022 - SANITATION	62,508.84	0.00
023 - LANDFILL ACCOUNT	124.00	0.00
Grand Total:	592,284.96	1,551.16

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-000-053-206	DUE FROM WATER & SE	928.87	0.00
001-000-054-205	DUE FROM STARKVILLE	304.79	0.00
001-000-149-691	MUNICIPAL COURT BON	980.00	980.00
001-100-604-330	COMMUNICATIONS	264.21	0.00
001-100-610-350	TRAVEL / TRAINING	285.58	285.58
001-110-330-166	TRAUMA TRAFFIC	801.00	0.00
001-110-330-376	COURT CONSTITUENTS	121.50	0.00
001-110-330-377	MOTOR VEHICLE LIABILI	4,858.50	0.00
001-110-330-378	APPEARANCE BOND FEE	755.50	0.00
001-110-330-382	TRAFFIC VIOLATION	16,602.48	0.00
001-110-330-385	IMPLIED CONSENT	4,427.00	0.00
001-110-330-386	WIRELESS COMM FEE	2,767.70	0.00
001-110-330-387	OTHER MISDEMEANORS	5,062.26	0.00
001-110-330-389	ADULT DRIVER'S TRAINI	10.00	0.00
001-110-330-393	VICTIMS BOND FEE	387.50	0.00
001-110-330-395	DRUG VIOLATION	75.00	0.00
001-110-330-396	NON-ADJUDICATION (IN	2,000.00	0.00
001-110-330-397	DUI OFFENSE (INLC14)	467.00	0.00
001-110-604-330	COMMUNICATIONS	170.98	0.00
001-111-604-330	COMMUNICATIONS	102.58	0.00
001-120-503-202	COMMITTEE SUPPORT	27.38	0.00
001-120-600-300	PROFESSIONAL SERVICE	3,333.33	0.00
001-120-604-330	COMMUNICATIONS	273.91	0.00
001-120-610-350	TRAVEL AND CONFEREN	285.58	285.58
001-123-600-300	WEB SITE SERVICES AND	22.94	0.00
001-123-604-330	COMMUNICATIONS	458.03	0.00
001-123-691-550	MISCELLANEOUS	20.00	0.00
001-145-501-200	SUPPLIES	218.00	0.00
001-145-604-330	POSTAGE/COPIER/PHON	214.03	0.00
001-159-620-371	BONDING-CITY EMPLOY	175.00	0.00
001-169-600-309	LEGAL EXPENSES	40.00	0.00
001-169-615-342	LEGAL ADVERTISING & N	275.32	0.00
001-180-604-330	COMMUNICATIONS	106.52	0.00
001-190-501-200	SUPPLIES	206.15	0.00
001-190-604-330	COMMUNICATIONS	513.85	0.00
001-192-600-338	CONTRACT SERVICES	1,145.00	0.00
001-192-625-380	UTILITIES	3,496.93	0.00
001-192-630-403	REPAIRS TO BUILDING	643.50	0.00
001-195-951-966	TRANSFER TO CHAMBER	6,250.00	0.00
001-196-630-402	REPAIRS & MAINT - ODD	1,700.00	0.00
001-196-630-425	REPAIRS MAINT/MLK/18	900.00	0.00
001-196-637-637	BRUSH ARBOR	600.00	0.00
001-197-501-200	SUPPLIES	96.03	0.00
001-197-604-330	COMMUNICATIONS	133.57	0.00
001-201-501-200	OFFICE SUPPLIES	433.78	0.00
001-201-525-231	GAS & OIL	729.07	0.00
001-201-535-233	UNIFORMS	2,123.46	0.00
001-201-541-237	PRISONER EXPENSES	64.74	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
001-201-555-250	JANITORIAL SUPPLIES	164.37	0.00
001-201-556-251	POLICE SUPPLIES	4,379.25	0.00
001-201-600-300	PROFESSIONAL SERVICE	1,469.00	0.00
001-201-604-330	PHONES/FAX/COPIERS/	2,042.20	0.00
001-201-625-380	UTILITIES	3,890.51	0.00
001-201-630-360	VEHICLE REPAIRS & MAI	4,065.00	0.00
001-201-630-404	RADIO MAINTENANCE /	450.00	0.00
001-201-630-426	BUILDING MAINTENANC	50.00	0.00
001-201-690-552	POLICE TRAINING/EDUC	1,177.50	0.00
001-201-691-550	MISCELLANEOUS	152.77	0.00
001-250-604-330	COMMUNICATIONS	367.73	0.00
001-261-510-220	SUPPLIES - TOOLS	202.12	0.00
001-261-525-231	GAS & OIL	217.60	0.00
001-261-535-233	UNIFORMS	341.66	0.00
001-261-555-250	SUPPLIES & SMALL TOO	37.65	0.00
001-261-558-269	BUILDING MAINTENANC	3,485.14	0.00
001-261-600-390	FIRE TRAINING	1,435.22	0.00
001-261-604-330	COMMUNICATIONS	4,508.78	0.00
001-261-625-380	UTILITIES	50.15	0.00
001-261-630-360	SHOP REPAIRS & MAINT	1,025.27	0.00
001-261-918-805	MACHINERY AND EQUIP	470.00	0.00
001-281-525-231	GAS & OIL	20.54	0.00
001-281-535-233	UNIFORMS	166.90	0.00
001-281-604-330	COMMUNICATIONS/CO	265.36	0.00
001-290-625-380	UTILITIES / CODE RED	27.27	0.00
001-301-515-221	ENVIRONMENTAL CONT	19.40	0.00
001-301-525-231	GAS & OIL	39.55	0.00
001-301-535-233	UNIFORMS	481.99	0.00
001-301-555-250	SUPPLIES & SMALL TOO	2,257.78	0.00
001-301-560-270	CONSTRUCTION MATERI	251.07	0.00
001-301-565-272	STREETS SIGNS & PAINT	3,422.95	0.00
001-301-604-330	COMMUNICATIONS	308.65	0.00
001-301-630-360	SHOP REPAIRS & MAINT	611.21	0.00
001-301-630-400	EQUIPMENT REPAIR &	2,668.16	0.00
001-301-691-550	MISCELLANEOUS	23.49	0.00
001-302-625-380	UTILITIES	210.46	0.00
001-360-604-330	COMMUNICATIONS	114.73	0.00
001-550-501-200	OFFICE SUPPLIES	99.51	0.00
001-550-501-208	JANITORIAL FEES	1,256.10	0.00
001-550-501-220	MISC SUPPLIES / TRAVEL	720.21	0.00
001-550-535-543	UNIFORMS/EQUIPMENT	670.98	0.00
001-550-555-250	SMALL EQUIPMENT	951.15	0.00
001-550-600-300	MISC SERVICES and PRO	508.98	0.00
001-550-600-320	CONTRACT LABOR, UMP	14,273.00	0.00
001-550-600-330	COMMUNICATIONS / PH	120.69	0.00
001-550-600-340	UTILITIES	5,372.47	0.00
001-550-600-355	SPECIAL EVENT EXPENSE	4,599.50	0.00
001-550-600-370	EQUIP. REPAIR/MAINT	3,722.10	0.00
001-550-630-402	SPLASHPAD & POOL MA	1,163.47	0.00
001-550-630-426	BUILDING MAINT/REPAI	1,807.29	0.00
001-600-912-801	MDOT HWY 12 PROJECT	309,074.44	0.00
001-600-912-808	STREET IMPROVEMENTS	1,200.00	0.00
001-600-912-853	ARC GRANT MATCH	514.00	0.00
001-600-912-856	RUSSELL/LOUISVILLE ST	8,544.91	0.00
001-800-890-850	IND PARK EXPENSES	20,163.26	0.00
001-900-990-998	CONTINGENCY FUND	4,940.00	0.00
015-505-501-198	BUILDING REPAIRS & M	40.40	0.00
015-505-525-231	GAS & OIL	116.78	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
015-505-525-232	100LL AV GAS PURCHAS	30,562.89	0.00
015-505-525-235	AIRCRAFT OIL PURCHAS	264.71	0.00
015-505-600-322	LEASE/RENT-FUEL TRUC	800.00	0.00
015-505-600-338	CONTRACT & LEGAL SER	1,966.40	0.00
015-505-604-330	COMMUNICATIONS	394.65	0.00
015-505-720-801	CAPITAL OUTLAY, IMPR	999.23	0.00
015-505-720-805	CAPITAL OUTLAY-GRANT	403.75	0.00
016-515-600-310	PROF. SVCS-2015 FAA AI	6,583.50	0.00
016-515-600-350	PROF SVCS-2015 MDOT	365.75	0.00
016-515-720-805	CAPITAL IMPRV2015 FA	684.00	0.00
016-515-720-812	CAP. IMPROV-2015 MD	38.00	0.00
022-322-525-231	GAS & OIL	79.10	0.00
022-322-555-250	SUPPLIES & SMALL TOO	29.51	0.00
022-322-600-300	PROFESSIONAL SERVICE	30.00	0.00
022-322-600-379	LANDFILL FEES	37,711.17	0.00
022-322-600-431	CONTRACT RECYCLING C	1,636.24	0.00
022-322-604-330	COMMUNICATIONS	235.76	0.00
022-322-630-360	SHOP REPAIRS & MAINT	12,995.06	0.00
022-325-630-360	SHOP REPAIRS & MAINT	6,912.22	0.00
022-341-525-231	GAS & OIL	101.55	0.00
022-341-555-250	SUPPLIES & SMALL TOO	105.25	0.00
022-341-600-338	CONTRACT SERVICES	708.77	0.00
022-341-630-360	SHOP REPAIRS & MAINT	1,964.21	0.00
023-323-625-380	UTILITIES	124.00	0.00
Grand Total:		592,284.96	1,551.16

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	591,770.96	1,551.16
17049	514.00	0.00
Grand Total:	592,284.96	1,551.16



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

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 4 INNOVATIVE BROADCAST SERVICE											
RFP 4 - 7/09/18	07/10/18	0	SCADA Upgrade		07/18/18	70727.50	.00	CHK			
VENDOR TOTAL:						70727.50					
VENDOR: 186 BRENNTAG MID-SOUTH											
279,414,413,412	07/06/18	2127	Chemicals		07/18/18	4996.54	.00	ACH			
VENDOR TOTAL:						4996.54					
VENDOR: 202 BELL BUILDING SUPPLY											
228491	07/06/18	2880	Supplies		07/18/18	46.17	.00	CHK			
228714	07/06/18	2166	Parts		07/18/18	39.28	.00	CHK			
404199	07/06/18	2159	Supplies		07/18/18	35.97	.00	CHK			
VENDOR TOTAL:						121.42					
VENDOR: 220 CENTRAL PIPE SUPPLY											
144148.001,44343	07/06/18	2130	Parts		07/18/18	3126.96	.00	ACH			
144950.008,.006	07/06/18	2145	Parts		07/18/18	3288.12	.00	ACH			
S100140801.002	07/06/18	2053	Parts		07/18/18	1680.00	.00	ACH			
S100143513.001	07/06/18	2119	Parts		07/18/18	455.00	.00	ACH			
S100144950.004	07/06/18	2145	Parts		07/18/18	193.64	.00	ACH			
VENDOR TOTAL:						8743.72					
VENDOR: 227 BULLDOG TOWING, LLC											
37978	07/06/18	2170	Towing		07/18/18	300.00	.00	CHK			
VENDOR TOTAL:						300.00					
VENDOR: 251 COBURN SUPPLY COMPANY, INC.											
641248663	07/06/18	2129	Parts		07/18/18	2767.60	.00	CHK			
VENDOR TOTAL:						2767.60					
VENDOR: 305 DIXIE WHOLESALE WATERWORKS											
486741	07/06/18	2058	Parts		07/18/18	1890.63	.00	ACH			
487009	07/06/18	2058	Parts		07/18/18	3602.00	.00	ACH			
487261	07/06/18	2104	Parts		07/18/18	585.48	.00	ACH			
487262	07/06/18	2058	Parts		07/18/18	193.42	.00	ACH			
487263	07/06/18	2224	Parts		07/18/18	2119.70	.00	ACH			

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH	SEQ
VENDOR TOTAL:					8391.23						
VENDOR: 307 CITY OF STARKVILLE											
JUNE 2018-EXP	07/06/18	0 Reimb for City paid Expenses		07/18/18	1121.96	.00	CHK				
JUNE 2018-SALARY	07/06/18	0 Reimb 60% of L Brown Salary		07/18/18	2857.37	.00	CHK				
VENDOR TOTAL:					3979.33						
VENDOR: 315 CLEARWATER CONSULTANTS, INC.											
102.41801	07/10/18	0 Pump Station Modifications		07/18/18	12913.59	.00	ACH				
106.1801	07/10/18	0 Engineering - Roundhouse CDB		07/18/18	45623.00	.00	ACH				
VENDOR TOTAL:					58536.59						
VENDOR: 362 CONSOLIDATED PIPE & SUPPLY											
3181869-001-000	07/06/18	2116 Parts		07/18/18	1550.00	.00	CHK				
3182095,3182093	07/06/18	2150 Parts		07/18/18	2545.00	.00	CHK				
VENDOR TOTAL:					4095.00						
VENDOR: 400 IVY AUTO PARTS											
587379,587686	07/06/18	2177 Parts		07/18/18	61.48	.00	ACH				
VENDOR TOTAL:					61.48						
VENDOR: 606 4-COUNTY EPA											
6/01-6/30/18	07/10/18	0 Utilities expense		07/18/18	12105.19	.00	CHK				
VENDOR TOTAL:					12105.19						
VENDOR: 620 G & C SUPPLY CO., INC.											
6700177	07/06/18	2138 Parts		07/18/18	930.00	.00	ACH				
VENDOR TOTAL:					930.00						
VENDOR: 1035 KANSAS CITY SOUTHERN											
1600076545	07/06/18	0 Annual billing		07/18/18	100.00	.00	CHK				
VENDOR TOTAL:					100.00						

INVOICE	DATE	PO NBR	DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1322 MMC MATERIALS, INC.											
544423	07/06/18		0 Concrete		07/18/18	2055.00	.00	CHK			
VENDOR TOTAL:						2055.00					
VENDOR: 1335 NETWORKFLEET, INC.											
OSV000001458006	07/10/18		0 Vehicle services-CITY206		07/18/18	454.80	.00	CHK			
VENDOR TOTAL:						454.80					
VENDOR: 1341 MS DEVELOPMENT AUTHORITY											
7/01/18	07/06/18		0 CAP Loan Payments		07/18/18	22011.45	.00	CHK			
VENDOR TOTAL:						22011.45					
VENDOR: 1392 NUNLEY TRUCKING CO., INC.											
24345	07/06/18		2101 Gravel		07/18/18	1962.93	.00	CHK			
VENDOR TOTAL:						1962.93					
VENDOR: 1400 NESCO											
S2251752.001	07/06/18		2172 Parts		07/18/18	401.84	.00	ACH			
VENDOR TOTAL:						401.84					
VENDOR: 1525 OKTIBBEHA COUNTY COOP											
405871	07/06/18		2164 Supplies		07/18/18	74.00	.00	ACH			
VENDOR TOTAL:						74.00					
VENDOR: 1920 STARKVILLE FORD LINCOLN INC.											
146726	07/06/18		2153 Parts		07/18/18	60.20	.00	ACH			
VENDOR TOTAL:						60.20					
VENDOR: 1940 SOUTHERN PUMP AND TANK CO											
93159755	07/06/18		0 Repairs		07/18/18	124.43	.00	CHK			
VENDOR TOTAL:						124.43					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	1945	SULLIVAN'S OFFICE SUPPLY								
35489	07/06/18	2162 Office supplies		07/18/18	46.23	.00	ACH			
35490	07/06/18	2162 Supplies		07/18/18	411.04	.00	ACH			
		VENDOR TOTAL:			457.27					
VENDOR:	2004	TJ CHEMICALS & SUPPLIES LLC								
2042	07/06/18	2120 Chemicals		07/18/18	438.00	.00	ACH			
		VENDOR TOTAL:			438.00					
VENDOR:	2018	TRADE AMERICA								
22653	07/06/18	2144 Supplies		07/18/18	529.22	.00	ACH			
22654	07/06/18	2144 Supplies		07/18/18	492.01	.00	ACH			
22657	07/06/18	2144 Supplies		07/18/18	59.03	.00	ACH			
		VENDOR TOTAL:			1080.26					
VENDOR:	2104	UPS								
24W1X6258, 6268	07/06/18	0 Postage		07/18/18	45.30	.00	CHK			
		VENDOR TOTAL:			45.30					
VENDOR:	2121	UTILITY SERVICE CO., INC.								
450734, 012, 013	07/06/18	0 Annual water tank maintenanc		07/18/18	55089.25	.00	CHK			
		VENDOR TOTAL:			55089.25					
VENDOR:	2202	WAYPOINT ANALYTICAL								
1040388	07/06/18	2103 Weekly testing and analysis		07/18/18	234.00	.00	ACH			
		VENDOR TOTAL:			234.00					
VENDOR:	2210	VERIZON WIRELESS								
9810041984	07/10/18	0 Phone bill		07/18/18	59.65	.00	CHK			
		VENDOR TOTAL:			59.65					
VENDOR:	2221	VOLKERT, INC.								
00506014	07/10/18	0 Professional services		07/18/18	6213.26	.00	CHK			
00706013	07/10/18	0 Professional services		07/18/18	12170.00	.00	CHK			

STARKVILLE WATER DEPT
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 07/18/18 ACCOUNT 23110

UNPAID INVOICES

PAGE 5
RUN DATE 07/10/18 04:59 PM

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR TOTAL:					18383.26					
VENDOR: 9909007 CANDACE CRECINK										
4/16/18	07/06/18	0 Damages and repairs		07/18/18	255.00	.00	CHK			
VENDOR TOTAL:					255.00					
VENDOR: 9909777 EFFICACY SOLUTIONS LLC										
2018003	07/06/18	0 Contract labor		07/18/18	620.80	.00	CHK			
VENDOR TOTAL:					620.80					
VENDOR: 99009783 TERRY STIDHAM CONSTRUCTION										
897979	07/10/18	0 Sewer repairs		07/18/18	625.00	.00	ACH			
897980	07/10/18	0 Sewer repairs		07/18/18	2450.00	.00	ACH			
897981	07/10/18	0 Sewer concrete work		07/18/18	6671.25	.00	ACH			
897982	07/10/18	0 Water line repair		07/18/18	500.00	.00	ACH			
VENDOR TOTAL:					10246.25					
GRAND TOTAL:					289909.29					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	100	APPA								
313606	07/06/18	0 Annual Dues		07/18/18	16149.17	.00	CHK			
				VENDOR TOTAL:	16149.17					
VENDOR:	125	AT & T								
3600 - 6/22/18	07/06/18	0 Phone bill		07/18/18	196.31	.00	CHK			
5039 - 6/22/18	07/06/18	0 Phone bill		07/18/18	628.01	.00	CHK			
				VENDOR TOTAL:	824.32					
VENDOR:	131	ALTEC INDUSTRIES, INC.								
10975964	07/05/18	8104 Parts		07/18/18	52.35	.00	ACH			
				VENDOR TOTAL:	52.35					
VENDOR:	190	BALDWIN LIGHTING, INC.								
7217	07/05/18	8071 Materials-Poles		07/18/18	10150.00	.00	ACH			
				VENDOR TOTAL:	10150.00					
VENDOR:	202	BELL BUILDING SUPPLY								
228034	07/05/18	8161 Supplies		07/18/18	70.73	.00	CHK			
				VENDOR TOTAL:	70.73					
VENDOR:	232	BRADLEY BAGWELL								
JUNE 2018	07/10/18	0 Meter reading		07/18/18	18939.94	.00	ACH			
				VENDOR TOTAL:	18939.94					
VENDOR:	303	C SPIRE WIRELESS								
6/01-6/30/18	07/06/18	0 Phone bill		07/18/18	653.64	.00	CHK			
				VENDOR TOTAL:	653.64					
VENDOR:	306	CITY OF STARKVILLE-TAX&ADMIN								
JULY 2018	07/10/18	0 Equivalency Tax & Administra		07/18/18	120000.00	.00	CHK			
				VENDOR TOTAL:	120000.00					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 367 THE COMMERCIAL DISPATCH										
6/03/18	07/06/18	0 Job listings		07/18/18	54.00	.00	CHK			
VENDOR TOTAL:					54.00					
VENDOR: 400 IVY AUTO PARTS										
590026	07/05/18	8158 Parts		07/18/18	701.70	.00	ACH			
VENDOR TOTAL:					701.70					
VENDOR: 492 DYNAMIC FIRE PROTECTION, LLC										
6/01/18 249	07/06/18	8128 Annual fire extinguisher ins		07/18/18	249.00	.00	ACH			
AM9526	07/06/18	8178 Alarm monitoring		07/18/18	264.00	.00	ACH			
VENDOR TOTAL:					513.00					
VENDOR: 691 GATEWAY TIRE&SERVICE CENTER										
1104191985	07/05/18	8157 Repairs		07/18/18	847.57	.00	CHK			
1104208432,8784	07/06/18	8175 Repairs		07/18/18	117.80	.00	CHK			
VENDOR TOTAL:					965.37					
VENDOR: 696 GARNER LUMLEY ELECTRIC										
549390	07/05/18	8081 Materials		07/18/18	13721.00	.00	ACH			
550031	07/05/18	8133 Materials		07/18/18	817.50	.00	ACH			
550278	07/05/18	8163 Materials		07/18/18	4260.00	.00	ACH			
VENDOR TOTAL:					18798.50					
VENDOR: 721 GOLDEN TRIANGLE										
6/30/18	07/05/18	8149 Landfill charges		07/18/18	856.71	.00	CHK			
VENDOR TOTAL:					856.71					
VENDOR: 730 GRESKO UTILITY SUPPLY, INC.										
50013521-00	07/05/18	7943 Materials		07/18/18	1248.00	.00	ACH			
50013769-00	07/05/18	8012 Materials		07/18/18	32110.00	.00	ACH			
50013944-03	07/05/18	8058 Insulator		07/18/18	1032.50	.00	ACH			
VENDOR TOTAL:					34390.50					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 809 HOWARD INDUSTRIES, INC.										
244024-726701	07/05/18	8011 Materials-Pole Mounts		07/18/18	3864.00	.00	ACH			
VENDOR TOTAL:					3864.00					
VENDOR: 907 INDOFF, INC.										
3120445,3125474	07/05/18	8141 Office supplies		07/18/18	101.86	.00	ACH			
VENDOR TOTAL:					101.86					
VENDOR: 1205 LOWE'S										
6/25/18	07/05/18	8162 Supplies		07/18/18	6.64	.00	CHK			
VENDOR TOTAL:					6.64					
VENDOR: 1239 LOLLEY REAL ESTATE										
JULY 2018	07/10/18	0 Storage Rental		07/18/18	900.00	.00	ACH			
VENDOR TOTAL:					900.00					
VENDOR: 1400 NESCO										
S2256047,2256371	07/06/18	8165 Electrical Supplies		07/18/18	528.30	.00	ACH			
VENDOR TOTAL:					528.30					
VENDOR: 1408 NETWORK BILLING SYSTEMS, LLC										
181815479	07/06/18	0 Phone Bill		07/18/18	349.19	.00	ACH			
VENDOR TOTAL:					349.19					
VENDOR: 1525 OKTIBBEHA CO. CO-OP										
401434,402734	07/05/18	8152 Uniforms		07/18/18	226.12	.00	ACH			
403107	07/05/18	8160 Parts		07/18/18	89.75	.00	ACH			
VENDOR TOTAL:					315.87					
VENDOR: 1529 OKTIBBEHA COUNTY CHANCERY CL										
15222	07/10/18	0 Taxes		07/18/18	113.97	.00	CHK			
VENDOR TOTAL:					113.97					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1531 MDR CONSTRUCTION, INC.										
29-22194	07/06/18	8179 Contractor		07/18/18	14160.00	.00	ACH			
VENDOR TOTAL:					14160.00					
VENDOR: 1536 PALMER'S SERVICE CENTER										
6/26/18 STMT	07/05/18	8166 Vehicle repairs		07/18/18	1882.52	.00	ACH			
VENDOR TOTAL:					1882.52					
VENDOR: 1623 POWERSTROKE EQUIPMENT SALES										
3084	07/05/18	8164 Repair parts		07/18/18	240.44	.00	ACH			
3102	07/05/18	8172 Parts		07/18/18	17.98	.00	ACH			
VENDOR TOTAL:					258.42					
VENDOR: 1679 PITNEY BOWES										
9834 - 7/01/18	07/06/18	0 Postage		07/18/18	21.02	.00	CHK			
VENDOR TOTAL:					21.02					
VENDOR: 1818 UNITED RENTALS, INC.										
157230261-002	07/05/18	8171 Equipment Rental		07/18/18	1395.01	.00	ACH			
943761631-126	07/06/18	0 Equipment rental		07/18/18	1000.00	.00	ACH			
VENDOR TOTAL:					2395.01					
VENDOR: 1886 SEDC										
23120	07/10/18	0 Billing services		07/18/18	23429.00	.00	ACH			
VENDOR TOTAL:					23429.00					
VENDOR: 1887 S & S LINE SERVICE										
1936-1937	07/06/18	0 ROW Clearing		07/18/18	6081.40	.00	ACH			
VENDOR TOTAL:					6081.40					
VENDOR: 1910 STARKVILLE ELEC DEPT										
JUNE 2018	07/06/18	0 Utility bills		07/18/18	442.32	.00	DFT			
VENDOR TOTAL:					442.32					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 07/18/18 ACCOUNT 23200

UNPAID INVOICES

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 1917 RONNIE JONES CONST., INC.										
20181200	07/06/18	8153 Stone		07/18/18	2405.83	.00	CHK			
VENDOR TOTAL:					2405.83					
VENDOR: 1931 STARKVILLE SANITATION DEPT										
JUNE 2018	06/30/18	0 June and Catch-up Billings		07/18/18	234398.92	.00	CHK			
VENDOR TOTAL:					234398.92					
VENDOR: 1933 STARKVILLE WATER DEPT										
APRIL 2018	06/30/18	0 April 2018 Billings		07/18/18	459869.14	.00	CHK			
JUNE 2018	06/30/18	0 June 2018 Billings		07/18/18	477516.92	.00	CHK			
MAY 2018	06/30/18	0 May 2018 Billings		07/18/18	426144.64	.00	CHK			
VENDOR TOTAL:					1363530.70					
VENDOR: 1940 STUART C. IRBY										
S010683674.001	07/05/18	7981 Underground Switchgears		07/18/18	114431.73	.00	ACH			
S010818539.004	07/05/18	8159 Materials		07/18/18	1074.00	.00	ACH			
VENDOR TOTAL:					115505.73					
VENDOR: 1945 SULLIVAN'S										
35453, 35511	07/06/18	0 Office supplies		07/18/18	61.61	.00	ACH			
35710	07/06/18	0 Office supplies		07/18/18	24.95	.00	ACH			
VENDOR TOTAL:					86.56					
VENDOR: 2003 TEAMVIEWER GMBH										
2020956127	07/06/18	0 Teamviewer Software		07/18/18	330.00	.00	CHK			
VENDOR TOTAL:					330.00					
VENDOR: 2018 TRADE AMERICA										
22579,22594	07/05/18	8087 Office supplies		07/18/18	397.00	.00	ACH			
22632,22650,2265	07/05/18	8168 Office supplies		07/18/18	333.12	.00	ACH			
VENDOR TOTAL:					730.12					

INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR:	2019	TC MARKETING LLC								
1053	07/05/18	8073 Work Pants		07/18/18	5000.00	.00	CHK			
		VENDOR TOTAL:			5000.00					
VENDOR:	2021	TCC FACILITIES MANAGEMENT								
3198 - JUNE 2018	07/10/18	0 Janitorial services		07/18/18	450.00	.00	ACH			
		VENDOR TOTAL:			450.00					
VENDOR:	2040	TVPPA EDUCATION & TRAIN.								
29463	07/10/18	0 Education and training		07/18/18	1609.50	.00	ACH			
		VENDOR TOTAL:			1609.50					
VENDOR:	2116	UTILITECH								
2151	07/06/18	0 Product Development and Supp		07/18/18	500.00	.00	ACH			
		VENDOR TOTAL:			500.00					
VENDOR:	2210	VERIZON WIRELESS								
910041983	07/10/18	0 Phone bill		07/18/18	176.35	.00	CHK			
9809749944	07/06/18	0 AMI M2M Data Usage		07/18/18	565.32	.00	CHK			
		VENDOR TOTAL:			741.67					
VENDOR:	2303	WATERMARK PRINTERS								
11644	07/10/18	0 Office supplies		07/18/18	43.00	.00	ACH			
		VENDOR TOTAL:			43.00					
VENDOR:	2305	WASTE PRO								
156765	07/05/18	8057 Commercial wastefees		07/18/18	851.37	.00	CHK			
		VENDOR TOTAL:			851.37					
VENDOR:	2327	WAUKAWAY DISTRIBUTORS, INC.								
44680	07/06/18	0 Water		07/18/18	23.85	.00	ACH			
CLR0718-271	07/06/18	0 Water		07/18/18	20.00	.00	ACH			
		VENDOR TOTAL:			43.85					

STARKVILLE UTILITIES
PRG. ACTPAYLT

ACCOUNTS PAYABLE LISTING
FOR: 07/18/18 ACCOUNT 23200

UNPAID INVOICES

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INVOICE	DATE	PO NBR DESCRIPTION	TEMPL INV	AP DATE	INVOICE AMOUNT	TAX AMOUNT	PMT TYP	PAID AMOUNT	PAID/VOID DATE	CHECK/ ACH SEQ
VENDOR: 99009709 STEGALL NOTARY SERVICE										
7/01/18	07/06/18	0 Notary supplies		07/18/18	140.50	.00	CHK			
7/10/18	07/10/18	0 Notary supplies		07/18/18	140.50	.00	CHK			
VENDOR TOTAL:					281.00					
VENDOR: 99009768 RANDALL CHRISWELL										
7/23-7/27/18	07/06/18	0 Travel expense		07/18/18	496.03	.00	ACH			
VENDOR TOTAL:					496.03					
GRAND TOTAL:					2004973.73					



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 7-17-2018
PAGE: 1

SUBJECT: Request approval of the June 2018 financial statements of the City of Starkville, MS and Starkville Utilities.

AMOUNT & SOURCE OF FUNDING: N/A

FISCAL NOTE: N/A

AUTHORIZATION HISTORY: N/A

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

FOR MORE INFORMATION CONTACT: Lesa Hardin, City Clerk/CFO
or Jameika Smith, Deputy Clerk - Accounting Assistant

SUGGESTED MOTION:

Approval of the June 2018 financial statements of the City of Starkville, MS and Starkville Utilities.



City of Starkville, MS

Budget Report Group Summary

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL FUND						
Revenue						
Department: 000 - UNDESIGNATED						
200 - TAXES	6,813,500.00	6,892,750.00	3,809.88	6,478,570.65	-414,179.35	93.99 %
220 - LICENSES AND PERMITS	264,250.00	264,250.00	27,591.73	184,319.02	-79,930.98	69.75 %
230 - INTERGOVERNMENTAL REVENUES	9,535,355.00	9,613,879.00	707,331.91	6,799,679.53	-2,814,199.47	70.73 %
280 - CHARGES FOR GOVERNMENTAL SERVICES	400.00	400.00	0.00	0.00	-400.00	0.00 %
330 - FINES AND FORFEITS	602,500.00	602,500.00	46,600.80	388,681.89	-213,818.11	64.51 %
340 - MISCELLANEOUS	195,000.00	206,000.00	40,455.40	249,751.05	43,751.05	121.24 %
360 - CHARGES FOR SERVICES	29,600.00	64,600.00	1,565.00	56,970.07	-7,629.93	88.19 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	4,541,700.00	4,534,800.00	121,228.52	1,919,220.54	-2,615,579.46	42.32 %
Department: 000 - UNDESIGNATED Total:	21,982,305.00	22,179,179.00	948,583.24	16,077,192.75	-6,101,986.25	72.49 %
Revenue Total:	21,982,305.00	22,179,179.00	948,583.24	16,077,192.75	-6,101,986.25	72.49 %
Expense						
Department: 100 - BOARD OF ALDERMEN						
400 - PERSONNEL SERVICES	206,560.00	206,560.00	15,503.13	150,243.78	56,316.22	72.74 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	2,480.71	13,265.41	7,734.59	63.17 %
Department: 100 - BOARD OF ALDERMEN Total:	227,560.00	227,560.00	17,983.84	163,509.19	64,050.81	71.85 %
Department: 110 - MUNICIPAL COURT						
400 - PERSONNEL SERVICES	417,700.00	386,400.82	27,066.88	288,384.87	98,015.95	74.63 %
500 - SUPPLIES	12,000.00	12,000.00	608.17	5,503.61	6,496.39	45.86 %
600 - CONTRACTUAL SERVICES	21,000.00	21,000.00	906.38	16,808.20	4,191.80	80.04 %
900 - CAPITAL OUTLAY	10,000.00	7,500.00	2,626.00	3,751.00	3,749.00	50.01 %
Department: 110 - MUNICIPAL COURT Total:	460,700.00	426,900.82	31,207.43	314,447.68	112,453.14	73.66 %
Department: 111 - YOUTH COURT						
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	102.48	986.02	513.98	65.73 %
Department: 111 - YOUTH COURT Total:	1,500.00	1,500.00	102.48	986.02	513.98	65.73 %
Department: 120 - MAYORS OFFICE						
400 - PERSONNEL SERVICES	147,600.00	153,750.00	11,781.92	110,383.71	43,366.29	71.79 %
500 - SUPPLIES	5,500.00	4,450.00	0.00	1,145.79	3,304.21	25.75 %
600 - CONTRACTUAL SERVICES	76,750.00	95,750.00	4,524.49	93,417.51	2,332.49	97.56 %
Department: 120 - MAYORS OFFICE Total:	229,850.00	253,950.00	16,306.41	204,947.01	49,002.99	80.70 %
Department: 123 - IT						
400 - PERSONNEL SERVICES	279,358.00	286,047.50	21,458.29	215,737.34	70,310.16	75.42 %
500 - SUPPLIES	2,000.00	2,500.00	0.00	1,487.59	1,012.41	59.50 %
600 - CONTRACTUAL SERVICES	69,500.00	69,000.00	5,110.49	60,461.16	8,538.84	87.62 %
900 - CAPITAL OUTLAY	50,000.00	50,000.00	27,220.85	56,424.79	-6,424.79	112.85 %
Department: 123 - IT Total:	400,858.00	407,547.50	53,789.63	334,110.88	73,436.62	81.98 %
Department: 130 - ELECTIONS						
500 - SUPPLIES	2,500.00	2,500.00	0.00	45.38	2,454.62	1.82 %
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00 %
Department: 130 - ELECTIONS Total:	7,500.00	7,500.00	0.00	45.38	7,454.62	0.61 %
Department: 142 - CITY CLERKS OFFICE						
400 - PERSONNEL SERVICES	377,830.00	386,908.88	28,331.32	275,952.01	110,956.87	71.32 %
600 - CONTRACTUAL SERVICES	85,000.00	85,000.00	0.00	79,500.00	5,500.00	93.53 %
Department: 142 - CITY CLERKS OFFICE Total:	462,830.00	471,908.88	28,331.32	355,452.01	116,456.87	75.32 %
Department: 145 - OTHER ADMINISTRATIVE						
400 - PERSONNEL SERVICES	5,000.00	5,000.00	0.00	2,029.55	2,970.45	40.59 %
500 - SUPPLIES	12,000.00	12,000.00	807.46	8,146.82	3,853.18	67.89 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
600 - CONTRACTUAL SERVICES	31,500.00	31,500.00	1,265.94	15,539.35	15,960.65	49.33 %
900 - CAPITAL OUTLAY	2,000.00	2,000.00	0.00	488.14	1,511.86	24.41 %
Department: 145 - OTHER ADMINISTRATIVE Total:	50,500.00	50,500.00	2,073.40	26,203.86	24,296.14	51.89 %
Department: 159 - BONDING-CITY EMPLOYEES						
600 - CONTRACTUAL SERVICES	5,000.00	5,000.00	525.00	6,897.50	-1,897.50	137.95 %
Department: 159 - BONDING-CITY EMPLOYEES Total:	5,000.00	5,000.00	525.00	6,897.50	-1,897.50	137.95 %
Department: 160 - ATTORNEY AND STAFF						
400 - PERSONNEL SERVICES	67,594.00	67,594.00	5,161.04	49,029.90	18,564.10	72.54 %
Department: 160 - ATTORNEY AND STAFF Total:	67,594.00	67,594.00	5,161.04	49,029.90	18,564.10	72.54 %
Department: 169 - LEGAL						
600 - CONTRACTUAL SERVICES	203,000.00	175,000.00	30,309.46	146,791.75	28,208.25	83.88 %
Department: 169 - LEGAL Total:	203,000.00	175,000.00	30,309.46	146,791.75	28,208.25	83.88 %
Department: 180 - HUMAN RESOURCES						
400 - PERSONNEL SERVICES	211,720.00	215,605.83	16,298.97	160,632.90	54,972.93	74.50 %
500 - SUPPLIES	7,000.00	7,000.00	1,886.48	4,053.26	2,946.74	57.90 %
600 - CONTRACTUAL SERVICES	46,350.00	42,350.00	252.47	4,175.50	38,174.50	9.86 %
Department: 180 - HUMAN RESOURCES Total:	265,070.00	264,955.83	18,437.92	168,861.66	96,094.17	63.73 %
Department: 190 - CITY PLANNER						
400 - PERSONNEL SERVICES	229,560.00	241,309.88	17,937.13	177,130.00	64,179.88	73.40 %
500 - SUPPLIES	3,750.00	3,750.00	6.00	1,078.64	2,671.36	28.76 %
600 - CONTRACTUAL SERVICES	75,750.00	48,250.00	1,986.69	23,195.91	25,054.09	48.07 %
900 - CAPITAL OUTLAY	5,000.00	15,000.00	0.00	16,165.27	-1,165.27	107.77 %
Department: 190 - CITY PLANNER Total:	314,060.00	308,309.88	19,929.82	217,569.82	90,740.06	70.57 %
Department: 192 - GENERAL GOVERN BLDG & PLANT						
500 - SUPPLIES	5,000.00	5,000.00	38.24	3,797.50	1,202.50	75.95 %
600 - CONTRACTUAL SERVICES	86,200.00	86,200.00	1,269.25	56,670.48	29,529.52	65.74 %
Department: 192 - GENERAL GOVERN BLDG & PLANT Total:	91,200.00	91,200.00	1,307.49	60,467.98	30,732.02	66.30 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL						
600 - CONTRACTUAL SERVICES	53,198.00	53,198.00	0.00	45,573.00	7,625.00	85.67 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00 %
Department: 194 - OTHER-OUTSIDE CONTRIB & APPRSL Total:	55,198.00	55,198.00	0.00	45,573.00	9,625.00	82.56 %
Department: 195 - TRANSFERS TO OTHER AGENCIES						
600 - CONTRACTUAL SERVICES	5,500.00	5,500.00	1,119.72	3,763.39	1,736.61	68.43 %
900 - CAPITAL OUTLAY	76,928.00	76,928.00	0.00	36,732.00	40,196.00	47.75 %
990 - TRANSFERS	75,200.00	75,724.00	0.00	24,724.00	51,000.00	32.65 %
Department: 195 - TRANSFERS TO OTHER AGENCIES Total:	157,628.00	158,152.00	1,119.72	65,219.39	92,932.61	41.24 %
Department: 196 - CEMETERY ADMINISTRATION						
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	3,200.00	13,473.58	17,526.42	43.46 %
990 - TRANSFERS	0.00	0.00	0.00	5,000.00	-5,000.00	0.00 %
Department: 196 - CEMETERY ADMINISTRATION Total:	31,000.00	31,000.00	3,200.00	18,473.58	12,526.42	59.59 %
Department: 197 - ENGINEERING						
400 - PERSONNEL SERVICES	178,665.00	195,815.06	15,755.06	142,934.93	52,880.13	72.99 %
500 - SUPPLIES	2,050.00	2,050.00	48.96	771.70	1,278.30	37.64 %
600 - CONTRACTUAL SERVICES	24,000.00	21,000.00	355.71	9,564.13	11,435.87	45.54 %
800 - DEBT SERVICE	5,245.00	5,245.00	873.89	4,369.49	875.51	83.31 %
900 - CAPITAL OUTLAY	0.00	3,000.00	0.00	2,887.99	112.01	96.27 %
Department: 197 - ENGINEERING Total:	209,960.00	227,110.06	17,033.62	160,528.24	66,581.82	70.68 %
Department: 200 - POLICE ADMINISTRATION						
400 - PERSONNEL SERVICES	101,367.00	106,462.01	8,066.22	78,979.20	27,482.81	74.19 %
Department: 200 - POLICE ADMINISTRATION Total:	101,367.00	106,462.01	8,066.22	78,979.20	27,482.81	74.19 %
Department: 201 - POLICE DEPARTMENT						
400 - PERSONNEL SERVICES	3,502,500.00	3,543,787.91	246,194.42	2,513,387.63	1,030,400.28	70.92 %
500 - SUPPLIES	422,252.00	425,752.00	17,194.00	309,598.16	116,153.84	72.72 %
600 - CONTRACTUAL SERVICES	425,550.00	405,550.00	25,989.50	375,022.89	30,527.11	92.47 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	25,000.00	28,540.00	0.00	10,855.29	17,684.71	38.04 %
800 - DEBT SERVICE	110,288.00	110,288.00	0.00	82,715.94	27,572.06	75.00 %
900 - CAPITAL OUTLAY	15,000.00	50,000.00	4,108.00	53,129.51	-3,129.51	106.26 %
Department: 201 - POLICE DEPARTMENT Total:	4,500,590.00	4,563,917.91	293,485.92	3,344,709.42	1,219,208.49	73.29 %
Department: 204 - SEATBELT GRANT						
500 - SUPPLIES	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 204 - SEATBELT GRANT Total:	15,000.00	15,000.00	0.00	0.00	15,000.00	0.00 %
Department: 240 - POLICE-COMMUNICATION SERV						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	7,861.00	2,139.00	78.61 %
Department: 240 - POLICE-COMMUNICATION SERV Total:	10,000.00	10,000.00	0.00	7,861.00	2,139.00	78.61 %
Department: 245 - DISPATCHERS						
400 - PERSONNEL SERVICES	278,500.00	284,538.21	20,484.64	220,590.86	63,947.35	77.53 %
Department: 245 - DISPATCHERS Total:	278,500.00	284,538.21	20,484.64	220,590.86	63,947.35	77.53 %
Department: 250 - NARCOTICS BUREAU						
400 - PERSONNEL SERVICES	114,850.00	118,964.53	13,639.15	141,868.48	-22,903.95	119.25 %
600 - CONTRACTUAL SERVICES	21,700.00	21,700.00	368.45	14,309.98	7,390.02	65.94 %
Department: 250 - NARCOTICS BUREAU Total:	136,550.00	140,664.53	14,007.60	156,178.46	-15,513.93	111.03 %
Department: 254 - DUI GRANT						
400 - PERSONNEL SERVICES	107,700.00	108,603.65	7,350.21	92,432.86	16,170.79	85.11 %
600 - CONTRACTUAL SERVICES	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
900 - CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00 %
Department: 254 - DUI GRANT Total:	110,200.00	111,103.65	7,350.21	92,432.86	18,670.79	83.20 %
Department: 260 - FIRE ADMINISTRATION						
400 - PERSONNEL SERVICES	97,800.00	101,750.11	7,920.43	76,346.53	25,403.58	75.03 %
Department: 260 - FIRE ADMINISTRATION Total:	97,800.00	101,750.11	7,920.43	76,346.53	25,403.58	75.03 %
Department: 261 - FIRE DEPARTMENT						
400 - PERSONNEL SERVICES	3,690,155.00	3,590,155.00	265,334.37	2,714,896.26	875,258.74	75.62 %
500 - SUPPLIES	93,250.00	119,425.00	5,291.01	95,736.36	23,688.64	80.16 %
600 - CONTRACTUAL SERVICES	330,000.00	330,000.00	26,749.21	289,575.51	40,424.49	87.75 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	260,615.00	0.00	192,598.72	68,016.28	73.90 %
900 - CAPITAL OUTLAY	100,000.00	75,000.00	0.00	42,291.36	32,708.64	56.39 %
Department: 261 - FIRE DEPARTMENT Total:	4,213,405.00	4,375,195.00	297,374.59	3,335,098.21	1,040,096.79	76.23 %
Department: 262 - FIRE PREVENTION						
500 - SUPPLIES	6,000.00	6,000.00	220.08	4,797.58	1,202.42	79.96 %
Department: 262 - FIRE PREVENTION Total:	6,000.00	6,000.00	220.08	4,797.58	1,202.42	79.96 %
Department: 281 - BUILDING/CODES OFFICE						
400 - PERSONNEL SERVICES	262,250.00	262,781.00	19,798.81	178,711.97	84,069.03	68.01 %
500 - SUPPLIES	6,650.00	6,150.00	33.11	4,124.52	2,025.48	67.07 %
600 - CONTRACTUAL SERVICES	20,500.00	23,000.00	676.99	21,619.89	1,380.11	94.00 %
800 - DEBT SERVICE	10,664.00	10,664.00	1,325.28	8,431.89	2,232.11	79.07 %
Department: 281 - BUILDING/CODES OFFICE Total:	300,064.00	302,595.00	21,834.19	212,888.27	89,706.73	70.35 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM						
600 - CONTRACTUAL SERVICES	15,000.00	21,000.00	7,462.67	10,421.99	10,578.01	49.63 %
900 - CAPITAL OUTLAY	0.00	12,220.00	0.00	12,124.28	95.72	99.22 %
Department: 290 - CIVIL DEFENSE/WARNING SYSTEM Total:	15,000.00	33,220.00	7,462.67	22,546.27	10,673.73	67.87 %
Department: 301 - STREET DEPARTMENT						
400 - PERSONNEL SERVICES	638,365.00	665,222.00	44,078.50	470,752.22	194,469.78	70.77 %
500 - SUPPLIES	183,500.00	183,500.00	15,706.77	112,881.24	70,618.76	61.52 %
600 - CONTRACTUAL SERVICES	75,500.00	75,500.00	14,634.80	71,913.33	3,586.67	95.25 %
800 - DEBT SERVICE	19,697.00	19,697.00	8,557.37	18,480.49	1,216.51	93.82 %
900 - CAPITAL OUTLAY	10,000.00	10,000.00	0.00	605.71	9,394.29	6.06 %
Department: 301 - STREET DEPARTMENT Total:	927,062.00	953,919.00	82,977.44	674,632.99	279,286.01	70.72 %

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For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Department: 302 - STREET LIGHTING						
600 - CONTRACTUAL SERVICES	475,000.00	475,000.00	29,537.93	414,504.48	60,495.52	87.26 %
Department: 302 - STREET LIGHTING Total:	475,000.00	475,000.00	29,537.93	414,504.48	60,495.52	87.26 %
Department: 360 - ANIMAL CONTROL						
400 - PERSONNEL SERVICES	88,936.00	115,933.03	6,168.45	73,927.40	42,005.63	63.77 %
500 - SUPPLIES	4,250.00	5,750.00	2.00	3,040.10	2,709.90	52.87 %
600 - CONTRACTUAL SERVICES	19,400.00	19,400.00	1,341.16	16,764.04	2,635.96	86.41 %
900 - CAPITAL OUTLAY	106,000.00	106,000.00	26,500.00	106,000.00	0.00	100.00 %
Department: 360 - ANIMAL CONTROL Total:	218,586.00	247,083.03	34,011.61	199,731.54	47,351.49	80.84 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK						
600 - CONTRACTUAL SERVICES	10,000.00	10,000.00	0.00	10,000.00	0.00	100.00 %
Department: 541 - MSU COOPERATIVE PROJECTS HORSE PARK Total:	10,000.00	10,000.00	0.00	10,000.00	0.00	100.00 %
Department: 550 - PARKS AND REC DEPARTMENT						
400 - PERSONNEL SERVICES	652,200.00	672,059.01	50,913.52	466,144.91	205,914.10	69.36 %
500 - SUPPLIES	120,000.00	124,350.00	20,180.74	95,502.37	28,847.63	76.80 %
600 - CONTRACTUAL SERVICES	554,170.00	501,670.00	59,380.34	483,539.18	18,130.82	96.39 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	0.00	0.00	0.00	2,000.00	-2,000.00	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	610.00	-610.00	0.00 %
Department: 550 - PARKS AND REC DEPARTMENT Total:	1,326,370.00	1,298,079.01	130,474.60	1,047,796.46	250,282.55	80.72 %
Department: 552 - PARK AND REC ACTIVITIES						
500 - SUPPLIES	0.00	33,800.00	2,745.86	3,893.71	29,906.29	11.52 %
600 - CONTRACTUAL SERVICES	0.00	1,200.00	0.00	978.51	221.49	81.54 %
Department: 552 - PARK AND REC ACTIVITIES Total:	0.00	35,000.00	2,745.86	4,872.22	30,127.78	13.92 %
Department: 600 - CAPITAL PROJECTS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	20,000.00	20,000.00	0.00	10,378.69	9,621.31	51.89 %
900 - CAPITAL OUTLAY	2,216,319.00	2,176,319.00	20,548.64	117,524.72	2,058,794.28	5.40 %
Department: 600 - CAPITAL PROJECTS Total:	2,236,319.00	2,196,319.00	20,548.64	127,903.41	2,068,415.59	5.82 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS						
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	14,000.00	14,000.00	0.00	11,750.00	2,250.00	83.93 %
900 - CAPITAL OUTLAY	180,000.00	180,000.00	45,000.00	180,000.00	0.00	100.00 %
Department: 653 - GRANTS, SUBSIDIES, AND ALLOCATIONS Total:	194,000.00	194,000.00	45,000.00	191,750.00	2,250.00	98.84 %
Department: 800 - DEBT SERVICE						
800 - DEBT SERVICE	2,499,484.00	2,499,484.00	310,517.87	1,983,856.78	515,627.22	79.37 %
Department: 800 - DEBT SERVICE Total:	2,499,484.00	2,499,484.00	310,517.87	1,983,856.78	515,627.22	79.37 %
Department: 900 - INTERFUND TRANSACTIONS						
900 - CAPITAL OUTLAY	1,070,000.00	988,961.57	0.00	0.00	988,961.57	0.00 %
Department: 900 - INTERFUND TRANSACTIONS Total:	1,070,000.00	988,961.57	0.00	0.00	988,961.57	0.00 %
Expense Total:	21,982,305.00	22,179,179.00	1,580,839.08	14,546,591.39	7,632,587.61	65.59 %
Fund: 001 - GENERAL FUND Surplus (Deficit):	0.00	0.00	-632,255.84	1,530,601.36	1,530,601.36	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 002 - RESTRICTED POLICE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	0.00	0.00	0.00	6,646.25	6,646.25	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	6,646.25	6,646.25	0.00 %
Revenue Total:	0.00	0.00	0.00	6,646.25	6,646.25	0.00 %
Expense						
Department: 251 - DRUG EDUCATION FUND						
500 - SUPPLIES	0.00	0.00	0.00	2,942.50	-2,942.50	0.00 %
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	839.00	-839.00	0.00 %
Department: 251 - DRUG EDUCATION FUND Total:	0.00	0.00	0.00	3,781.50	-3,781.50	0.00 %
Expense Total:	0.00	0.00	0.00	3,781.50	-3,781.50	0.00 %
Fund: 002 - RESTRICTED POLICE FUND Surplus (Deficit):	0.00	0.00	0.00	2,864.75	2,864.75	0.00 %

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For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 003 - RESTRICTED FIRE FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	134,000.00	134,000.00	0.00	0.00	-134,000.00	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	96,535.00	96,535.00	0.00	0.00	-96,535.00	0.00 %
Department: 000 - UNDESIGNATED Total:	230,535.00	230,535.00	0.00	0.00	-230,535.00	0.00 %
Revenue Total:	230,535.00	230,535.00	0.00	0.00	-230,535.00	0.00 %
Expense						
Department: 560 - RESTRICTED FIRE FUND						
500 - SUPPLIES	4,000.00	4,000.00	0.00	1,712.85	2,287.15	42.82 %
600 - CONTRACTUAL SERVICES	26,500.00	26,500.00	0.00	9,363.22	17,136.78	35.33 %
800 - DEBT SERVICE	99,428.00	99,428.00	1,555.67	104,095.19	-4,667.19	104.69 %
900 - CAPITAL OUTLAY	100,607.00	100,607.00	0.00	0.00	100,607.00	0.00 %
Department: 560 - RESTRICTED FIRE FUND Total:	230,535.00	230,535.00	1,555.67	115,171.26	115,363.74	49.96 %
Expense Total:	230,535.00	230,535.00	1,555.67	115,171.26	115,363.74	49.96 %
Fund: 003 - RESTRICTED FIRE FUND Surplus (Deficit):	0.00	0.00	-1,555.67	-115,171.26	-115,171.26	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

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

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 015 - AIRPORT FUND						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	70,951.00	70,951.00	7,095.00	39,023.00	-31,928.00	55.00 %
340 - MISCELLANEOUS	125,000.00	125,000.00	7,000.00	80,950.10	-44,049.90	64.76 %
360 - CHARGES FOR SERVICES	322,958.00	322,958.00	39,184.13	363,581.73	40,623.73	112.58 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	310,000.00	310,000.00	0.00	0.00	-310,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	828,909.00	828,909.00	53,279.13	483,554.83	-345,354.17	58.34 %
Revenue Total:	828,909.00	828,909.00	53,279.13	483,554.83	-345,354.17	58.34 %
Expense						
Department: 505 - AIRPORT						
400 - PERSONNEL SERVICES	69,809.00	69,809.00	7,342.69	70,428.46	-619.46	100.89 %
500 - SUPPLIES	329,750.00	329,750.00	20,943.77	261,849.02	67,900.98	79.41 %
600 - CONTRACTUAL SERVICES	69,350.00	69,350.00	8,588.14	66,961.41	2,388.59	96.56 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	50,000.00	50,000.00	1,802.25	63,046.06	-13,046.06	126.09 %
900 - CAPITAL OUTLAY	310,000.00	310,000.00	0.00	0.00	310,000.00	0.00 %
Department: 505 - AIRPORT Total:	828,909.00	828,909.00	38,676.85	462,284.95	366,624.05	55.77 %
Expense Total:	828,909.00	828,909.00	38,676.85	462,284.95	366,624.05	55.77 %
Fund: 015 - AIRPORT FUND Surplus (Deficit):	0.00	0.00	14,602.28	21,269.88	21,269.88	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 016 - RESTRICTED AIRPORT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	532,435.00	532,435.00	72,208.87	336,658.50	-195,776.50	63.23 %
Department: 000 - UNDESIGNATED Total:	532,435.00	532,435.00	72,208.87	336,658.50	-195,776.50	63.23 %
Revenue Total:	532,435.00	532,435.00	72,208.87	336,658.50	-195,776.50	63.23 %
Expense						
Department: 515 - RESTRICTED PROJECTS						
600 - CONTRACTUAL SERVICES	252,229.00	252,229.00	6,150.25	37,305.50	214,923.50	14.79 %
700 - GRANTS, SUBSIDIES, AND ALLOCATIONS	280,206.00	280,206.00	27,743.33	166,140.01	114,065.99	59.29 %
Department: 515 - RESTRICTED PROJECTS Total:	532,435.00	532,435.00	33,893.58	203,445.51	328,989.49	38.21 %
Expense Total:	532,435.00	532,435.00	33,893.58	203,445.51	328,989.49	38.21 %
Fund: 016 - RESTRICTED AIRPORT Surplus (Deficit):	0.00	0.00	38,315.29	133,212.99	133,212.99	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 022 - SANITATION						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	2,841,000.00	2,841,000.00	228,719.34	2,112,776.44	-728,223.56	74.37 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	676,000.00	688,500.00	0.00	112,949.53	-575,550.47	16.41 %
Department: 000 - UNDESIGNATED Total:	3,517,000.00	3,529,500.00	228,719.34	2,225,725.97	-1,303,774.03	63.06 %
Revenue Total:	3,517,000.00	3,529,500.00	228,719.34	2,225,725.97	-1,303,774.03	63.06 %
Expense						
Department: 322 - SANITATION DEPARTMENT						
400 - PERSONNEL SERVICES	998,225.00	1,039,599.00	71,808.35	727,186.34	312,412.66	69.95 %
500 - SUPPLIES	208,000.00	208,000.00	3,311.09	167,812.75	40,187.25	80.68 %
600 - CONTRACTUAL SERVICES	787,500.00	787,500.00	65,308.95	570,912.30	216,587.70	72.50 %
800 - DEBT SERVICE	97,192.00	97,192.00	7,190.55	72,893.55	24,298.45	75.00 %
900 - CAPITAL OUTLAY	649,232.00	597,751.00	6,738.75	81,791.66	515,959.34	13.68 %
Department: 322 - SANITATION DEPARTMENT Total:	2,740,149.00	2,730,042.00	154,357.69	1,620,596.60	1,109,445.40	59.36 %
Department: 324 - MDEQ RECYCLE GRANT						
500 - SUPPLIES	0.00	0.00	4,276.70	4,276.70	-4,276.70	0.00 %
Department: 324 - MDEQ RECYCLE GRANT Total:	0.00	0.00	4,276.70	4,276.70	-4,276.70	0.00 %
Department: 325 - RUBBISH						
400 - PERSONNEL SERVICES	65,325.00	65,325.00	2,522.68	36,756.72	28,568.28	56.27 %
500 - SUPPLIES	15,014.00	15,014.00	105.00	1,841.47	13,172.53	12.27 %
600 - CONTRACTUAL SERVICES	31,000.00	31,000.00	1,581.56	7,653.45	23,346.55	24.69 %
800 - DEBT SERVICE	126,686.00	126,686.00	0.00	126,685.32	0.68	100.00 %
Department: 325 - RUBBISH Total:	238,025.00	238,025.00	4,209.24	172,936.96	65,088.04	72.65 %
Department: 329 - KEEP STARKVILLE BEAUTIFUL						
500 - SUPPLIES	8,000.00	8,000.00	211.77	1,676.76	6,323.24	20.96 %
600 - CONTRACTUAL SERVICES	2,000.00	2,000.00	0.00	689.04	1,310.96	34.45 %
Department: 329 - KEEP STARKVILLE BEAUTIFUL Total:	10,000.00	10,000.00	211.77	2,365.80	7,634.20	23.66 %
Department: 341 - LANDSCAPING						
400 - PERSONNEL SERVICES	250,350.00	260,457.00	23,087.96	223,546.63	36,910.37	85.83 %
500 - SUPPLIES	34,500.00	34,500.00	1,517.55	29,585.35	4,914.65	85.75 %
600 - CONTRACTUAL SERVICES	43,500.00	43,500.00	3,204.63	25,110.70	18,389.30	57.73 %
800 - DEBT SERVICE	25,476.00	37,976.00	6,172.19	52,799.61	-14,823.61	139.03 %
Department: 341 - LANDSCAPING Total:	353,826.00	376,433.00	33,982.33	331,042.29	45,390.71	87.94 %
Expense Total:	3,342,000.00	3,354,500.00	197,037.73	2,131,218.35	1,223,281.65	63.53 %
Fund: 022 - SANITATION Surplus (Deficit):	175,000.00	175,000.00	31,681.61	94,507.62	-80,492.38	54.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 023 - LANDFILL ACCOUNT						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	165,500.00	165,500.00	0.00	72,110.48	-93,389.52	43.57 %
340 - MISCELLANEOUS	500.00	500.00	0.00	0.00	-500.00	0.00 %
360 - CHARGES FOR SERVICES	10,500.00	10,500.00	0.00	456.50	-10,043.50	4.35 %
Department: 000 - UNDESIGNATED Total:	176,500.00	176,500.00	0.00	72,566.98	-103,933.02	41.11 %
Revenue Total:	176,500.00	176,500.00	0.00	72,566.98	-103,933.02	41.11 %
Expense						
Department: 323 - LANDFILL						
400 - PERSONNEL SERVICES	94,460.00	94,460.00	3,013.18	50,302.53	44,157.47	53.25 %
500 - SUPPLIES	19,800.00	19,800.00	217.00	3,589.67	16,210.33	18.13 %
600 - CONTRACTUAL SERVICES	233,240.00	233,240.00	686.66	61,573.15	171,666.85	26.40 %
900 - CAPITAL OUTLAY	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00 %
Department: 323 - LANDFILL Total:	351,500.00	351,500.00	3,916.84	115,465.35	236,034.65	32.85 %
Expense Total:	351,500.00	351,500.00	3,916.84	115,465.35	236,034.65	32.85 %
Fund: 023 - LANDFILL ACCOUNT Surplus (Deficit):	-175,000.00	-175,000.00	-3,916.84	-42,898.37	132,101.63	24.51 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

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

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 107 - COMPUTER ASSESSMENTS						
Revenue						
Department: 000 - UNDESIGNATED						
330 - FINES AND FORFEITS	40,000.00	40,000.00	0.00	22,375.75	-17,624.25	55.94 %
Department: 000 - UNDESIGNATED Total:	40,000.00	40,000.00	0.00	22,375.75	-17,624.25	55.94 %
Revenue Total:	40,000.00	40,000.00	0.00	22,375.75	-17,624.25	55.94 %
Expense						
Department: 112 - COMPUTER ASSESMENTS						
600 - CONTRACTUAL SERVICES	40,000.00	40,000.00	0.00	36,909.21	3,090.79	92.27 %
Department: 112 - COMPUTER ASSESMENTS Total:	40,000.00	40,000.00	0.00	36,909.21	3,090.79	92.27 %
Expense Total:	40,000.00	40,000.00	0.00	36,909.21	3,090.79	92.27 %
Fund: 107 - COMPUTER ASSESSMENTS Surplus (Deficit):	0.00	0.00	0.00	-14,533.46	-14,533.46	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 127 - 2016 COTTON MILL TIF BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	43.10	391.80	391.80	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	43.10	391.80	391.80	0.00 %
Revenue Total:	0.00	0.00	43.10	391.80	391.80	0.00 %
Fund: 127 - 2016 COTTON MILL TIF BOND Total:	0.00	0.00	43.10	391.80	391.80	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 135 - POLICE BUILDING RENOVATION BONDS						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	0.00	165.54	165.54	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	0.00	165.54	165.54	0.00 %
Revenue Total:	0.00	0.00	0.00	165.54	165.54	0.00 %
Expense						
Department: 201 - POLICE DEPARTMENT						
600 - CONTRACTUAL SERVICES	0.00	0.00	0.00	4,887.09	-4,887.09	0.00 %
Department: 201 - POLICE DEPARTMENT Total:	0.00	0.00	0.00	4,887.09	-4,887.09	0.00 %
Department: 657 - POLICE BUILDING RENOVATIONS						
900 - CAPITAL OUTLAY	0.00	0.00	0.00	116,950.34	-116,950.34	0.00 %
Department: 657 - POLICE BUILDING RENOVATIONS Total:	0.00	0.00	0.00	116,950.34	-116,950.34	0.00 %
Expense Total:	0.00	0.00	0.00	121,837.43	-121,837.43	0.00 %
Fund: 135 - POLICE BUILDING RENOVATION BONDS Surplus (Deficit):	0.00	0.00	0.00	-121,671.89	-121,671.89	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

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

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 303 - INDUSTRIAL PARK BOND						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	1,260.38	17,817.99	17,817.99	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	0.00	7,007,111.80	7,007,111.80	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	1,260.38	7,024,929.79	7,024,929.79	0.00 %
Revenue Total:	0.00	0.00	1,260.38	7,024,929.79	7,024,929.79	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	0.00	0.00	367.82	695,798.58	-695,798.58	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	0.00	1,961,550.70	-1,961,550.70	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	0.00	0.00	367.82	2,657,349.28	-2,657,349.28	0.00 %
Expense Total:	0.00	0.00	367.82	2,657,349.28	-2,657,349.28	0.00 %
Fund: 303 - INDUSTRIAL PARK BOND Surplus (Deficit):	0.00	0.00	892.56	4,367,580.51	4,367,580.51	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018						
Revenue						
Department: 000 - UNDESIGNATED						
340 - MISCELLANEOUS	0.00	0.00	1,216.47	2,488.64	2,488.64	0.00 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	0.00	0.00	0.00	4,349,946.23	4,349,946.23	0.00 %
Department: 000 - UNDESIGNATED Total:	0.00	0.00	1,216.47	4,352,434.87	4,352,434.87	0.00 %
Revenue Total:	0.00	0.00	1,216.47	4,352,434.87	4,352,434.87	0.00 %
Expense						
Department: 600 - CAPITAL PROJECTS						
600 - CONTRACTUAL SERVICES	0.00	0.00	6,200.00	20,000.00	-20,000.00	0.00 %
900 - CAPITAL OUTLAY	0.00	0.00	1,028,020.68	1,125,224.28	-1,125,224.28	0.00 %
Department: 600 - CAPITAL PROJECTS Total:	0.00	0.00	1,034,220.68	1,145,224.28	-1,145,224.28	0.00 %
Expense Total:	0.00	0.00	1,034,220.68	1,145,224.28	-1,145,224.28	0.00 %
Fund: 319 - PUBLIC IMPROVEMENT BONDS 2018 Surplus (Deficit):	0.00	0.00	-1,033,004.21	3,207,210.59	3,207,210.59	0.00 %

Budget Report

For Fiscal: 2017-2018 Period Ending: 06/30/2018

Categor...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Fund: 375 - PARK AND REC TOURISM						
Revenue						
Department: 000 - UNDESIGNATED						
230 - INTERGOVERNMENTAL REVENUES	775,000.00	775,000.00	76,740.80	634,531.72	-140,468.28	81.88 %
380 - TRANSFERS AND NON REVENUE RECEIPTS	600,000.00	600,000.00	0.00	0.00	-600,000.00	0.00 %
Department: 000 - UNDESIGNATED Total:	1,375,000.00	1,375,000.00	76,740.80	634,531.72	-740,468.28	46.15 %
Revenue Total:	1,375,000.00	1,375,000.00	76,740.80	634,531.72	-740,468.28	46.15 %
Expense						
Department: 551 - PARK & REC TOURISM						
800 - DEBT SERVICE	425,078.00	425,078.00	1,311.25	349,200.75	75,877.25	82.15 %
900 - CAPITAL OUTLAY	699,922.00	699,922.00	9,117.45	144,816.42	555,105.58	20.69 %
950 - TRANSFERS	250,000.00	250,000.00	8,400.00	195,900.00	54,100.00	78.36 %
Department: 551 - PARK & REC TOURISM Total:	1,375,000.00	1,375,000.00	18,828.70	689,917.17	685,082.83	50.18 %
Expense Total:	1,375,000.00	1,375,000.00	18,828.70	689,917.17	685,082.83	50.18 %
Fund: 375 - PARK AND REC TOURISM Surplus (Deficit):	0.00	0.00	57,912.10	-55,385.45	-55,385.45	0.00 %
Report Surplus (Deficit):	0.00	0.00	-1,527,285.62	9,007,979.07	9,007,979.07	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
001 - GENERAL FUND	0.00	0.00	-632,255.84	1,530,601.36	1,530,601.36
002 - RESTRICTED POLICE FUND	0.00	0.00	0.00	2,864.75	2,864.75
003 - RESTRICTED FIRE FUND	0.00	0.00	-1,555.67	-115,171.26	-115,171.26
010 - MULTI-UNIT DRUG TASK FORC	0.00	0.00	0.00	0.00	0.00
015 - AIRPORT FUND	0.00	0.00	14,602.28	21,269.88	21,269.88
016 - RESTRICTED AIRPORT	0.00	0.00	38,315.29	133,212.99	133,212.99
022 - SANITATION	175,000.00	175,000.00	31,681.61	94,507.62	-80,492.38
023 - LANDFILL ACCOUNT	-175,000.00	-175,000.00	-3,916.84	-42,898.37	132,101.63
106 - LAW ENFORCEMENT GRANTS	0.00	0.00	0.00	0.00	0.00
107 - COMPUTER ASSESSMENTS	0.00	0.00	0.00	-14,533.46	-14,533.46
127 - 2016 COTTON MILL TIF BOND	0.00	0.00	43.10	391.80	391.80
135 - POLICE BUILDING RENOVATIO	0.00	0.00	0.00	-121,671.89	-121,671.89
150 - FEDERAL FORFEITED FUNDS	0.00	0.00	0.00	0.00	0.00
303 - INDUSTRIAL PARK BOND	0.00	0.00	892.56	4,367,580.51	4,367,580.51
319 - PUBLIC IMPROVEMENT BOND	0.00	0.00	-1,033,004.21	3,207,210.59	3,207,210.59
375 - PARK AND REC TOURISM	0.00	0.00	57,912.10	-55,385.45	-55,385.45
Report Surplus (Deficit):	0.00	0.00	-1,527,285.62	9,007,979.07	9,007,979.07



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

AGENDA ITEM DEPT.: Finance & Admin
AGENDA DATE: 7-17-2018
PAGE: 1 of 1

SUBJECT: Consideration of a lease agreement with Trustmark Corporation in the amount of \$193,500 over six years at 3.43% interest for the lease purchase of a JCB 110W Rubber Tire Excavator to be used by Starkville Street Dept.

AMOUNT & SOURCE OF FUNDING: Budgeted Principal: 001-301-820-874 and Interest: 001-301-830-873

AUTHORIZATION HISTORY: The City of Starkville authorized the advertising by the City Clerk / CFO for quotes for lease purchase financing of a JCB 110W Rubber tire excavator, state contract number 8200036002 at cost of \$193,500. The lease will be over a period of six years with payments to be made quarterly in advance.

Three quotes were received: Bancorp South – 3.89%
Trustmark Bank -3.43%
Regions Bank - 3.47%

**REQUESTING
DEPARTMENT:** City Clerk's Office

**DIRECTOR'S
AUTHORIZATION:** Lesa Hardin

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

SUGGESTED MOTION:

Approval of a lease with Trustmark Corporation in the amount of \$193,500 over six years at 3.43% interest for the lease purchase of a JCB 110W Rubber Tire Excavator to be used by Starkville Street Dept.



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 07-17-18
PAGE: 1

SUBJECT: Request permission to purchase work out equipment from Rogue Equipment for Fire Station 2, in the amount of \$23,975.43. The SFD would use funds from the *Blue Cross Blue Shield Healthy You Grant*. This is a 100% grant with no cost to the city.

AMOUNT & SOURCE OF FUNDING: FEMA Firefighter Assistant Grant

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow SFD to purchase work out equipment from Rogue Equipment for Fire Station 2, in the amount of \$23,975.43. The SFD would use funds from the Blue Cross Blue Shield Healthy You Grant. This is a 100% grant with no cost to the city.



OFFICIAL QUOTE

545 E. 5TH AVE.
COLUMBUS, OH 43201

(614) 358-6190
TEAM@ROGUEFITNESS.COM

Bill To:

STARKVILLE FIRE DEPARTMENT

Ship To:

STARKVILLE FIRE DEPARTMENT

STARKVILLE MS 39759

STARKVILLE MS 39759

Total Equipment Cost	\$24,632.52
Discount	(\$1,305.00)
Shipping (L TL)	\$647.91
Grand Total	\$23,975.43

Quote #: 43549

Weight	Brand	Item Description	SKU	QTY	Price	Total	Details
22.1 lbs	Rogue	Rogue HG Bumper 2.0 - 10LB - Pair	IP0514-10-2	10	\$44.26	\$442.60	
32 lbs	Rogue	Rogue HG Bumper 2.0 - 15LB - Pair	IP0514-15-2	4	\$48.26	\$193.04	
52 lbs	Rogue	Rogue HG Bumper 2.0 - 25LB - Pair	IP0514-25-2	10	\$60.00	\$600.00	
72 lbs	Rogue	Rogue HG Bumper 2.0 - 35LB - Pair	IP0514-35-2	4	\$84.00	\$336.00	
92 lbs	Rogue	Rogue HG Bumper 2.0 - 45LB - Pair	IP0514-45-2	10	\$108.00	\$1,080.00	
0.98 lbs	Rogue	Rogue HG 2.0 Axle Collars	AD0115	2	\$36.50	\$73.00	
0.9 lbs	Rogue	Rogue Spring Collars - Pair	IP0063	15	\$8.00	\$120.00	
49 lbs	Rogue	1.2 Ohio bar Black Zinc Shaft Bright Zinc Sleeves	RA0539-BLBR	5	\$267.90	\$1,339.50	
37.5 lbs	Rogue	Rogue 25mm Bella Bar 2.0 (Black w/ Bright)	RA0584-BLBR	1	\$206.94	\$206.94	
17 lbs	Rogue	Rogue T-15LB Technique Bar	RA1001	3	\$145.00	\$435.00	
48.5 lbs	Rogue	28.5MM Echo Bar 2.0 - Bright Sleeve Bright Shaft	RA1334-BRBR	5	\$190.13	\$950.65	
3.83 lbs	Rogue	Rogue Wood Rings - Set	RA0022	6	\$69.12	\$414.72	

* Shipping quotes are only valid for 24 hours
** All previous versions of this form are obsolete
***Please ensure the items and quantities on this quote are correct prior to placing your order

6.02 lbs	Rogue	Medball 4 LB Black	RA0627-BK	1	\$59.80	\$59.80	
8 lbs	Rogue	Medball 6 LB Black	RA0628-BK	1	\$64.40	\$64.40	
12.08 lbs	Rogue	Medball 10 LB Black	RA0630-BK	1	\$73.60	\$73.60	
15.95 lbs	Rogue	Medball 14 LB Black	RA0632-BK	3	\$62.80	\$248.40	
18.07 lbs	Rogue	Medball 16 LB Black	RA0633-BK	1	\$87.40	\$87.40	
22.03 lbs	Rogue	Medball 20 LB Black	RA0635-BK	3	\$96.60	\$289.80	
47.29 lbs	Rogue	Hybrid Farmer's Handles - Pair	RA0011	1	\$177.60	\$177.60	
136 lbs	Rogue	Adjustable Bench 2.0	RA0643	1	\$517.75	\$517.75	
48 lbs	Rogue	Rogue Utility Bench 2.0 (w/ Rubber Feet)	RA1362	5	\$172.32	\$861.60	
90.2 lbs	Rogue	Rogue Echo Dog Sled	RF0717	2	\$185.25	\$370.50	
0.95 lbs	Rogue	Black Sled Strap - SINGLE	RT2.00SLD-Q	2	\$23.75	\$47.50	
120.37 lbs	Rogue	Rogue S-1 Squat Stand 2.0	RF0626	3	\$331.20	\$993.60	
14.06 lbs	Rogue	13LB Rogue Kettlebell	IP0002	2	\$18.00	\$36.00	
28 lbs	Rogue	26LB Rogue Kettlebell	IP0004	2	\$34.00	\$68.00	
37 lbs	Rogue	35LB Rogue Kettlebell	IP0005	3	\$41.00	\$123.00	
46 lbs	Rogue	44LB Rogue Kettlebell	IP0006	2	\$48.00	\$96.00	
55 lbs	Rogue	53LB Rogue Kettlebell	IP0007	3	\$56.00	\$168.00	
72 lbs	Rogue	70LB Rogue Kettlebell	IP0009	1	\$70.00	\$70.00	
0.22 lbs	Rogue	SR-3 Bushing Speed Rope	AD0075	5	\$10.00	\$50.00	
11.98 lbs	Rogue	Climbing Rope - 20' x 1.5"	KRC20	1	\$88.41	\$88.41	

* Shipping quotes are only valid for 24 hours

** All previous versions of this form are obsolete

***Please ensure the items and quantities on this quote are correct prior to placing your order

50.9 lbs	Rogue	Rogue Flat Ship Games Box (w/ screws)	RF0253	6	\$120.00	\$720.00	
148 lbs	Rogue	Rogue ECHO Bike v2.0	IP0822	2	\$750.00	\$1,500.00	
360 lbs	Assault Fitness	Assault AirRunner	LCF0006	1	\$4,999.00	\$4,999.00	
46 lbs	Concept2	Concept 2 Wall Mounted Ski Erg with PM5	C2-PN2715-US	1	\$770.00	\$770.00	
35 lbs	Concept2	Concept 2 Ski Erg Floor Stand v2	C2-PN2720-US	1	\$180.00	\$180.00	
66 lbs	Concept2	BLACK Concept 2 Model D Rower w/PM5 Monitor	C20003-5	5	\$850.00	\$4,250.00	
1.97 lbs	Rogue	Abmat	AB10	6	\$25.00	\$150.00	
20.52 lbs	Rogue	Rogue Echo Two Sided Timer w/ Floor Stand	IP0410	1	\$350.00	\$350.00	
3.4 lbs	Rogue	Rogue Dip Belt - Black	RA0117	2	\$47.78	\$95.56	
20.85 lbs	5.11 Tactical	5.11 TacTec Plate Carrier Vest - Black - 20lb Vest	5T0001-20	1	\$231.00	\$231.00	
0 lbs	Crossover Symmetry	CS Facility - Light / Squat Rack	CS0012-LT-SR	1	\$295.00	\$295.00	
1.9 lbs	Rogue	RF Pullup Package 2	HB0009	1	\$64.15	\$64.15	
2.36 lbs	Rogue	Rogue Sand Bag - Large	RA0715-Large	1	\$90.00	\$90.00	
1.73 lbs	Rogue	Rogue Sand Bag - Medium	RA0715-Medium	1	\$75.00	\$75.00	
1.39 lbs	Rogue	Rogue Sand Bag - Small	RA0715-Small	1	\$65.00	\$65.00	
3.04 lbs	Rogue	Rogue Sand Bag - XL	RA0715-XL	1	\$115.00	\$115.00	

* Shipping quotes are only valid for 24 hours

** All previous versions of this form are obsolete

***Please ensure the items and quantities on this quote are correct prior to placing your order



Quote

Date	Quote #
7/6/2018	N-Chase

Terms	REP	P.O. No.
CIA	NM	

See available promos here:

<https://www.getrx.com/getrxpromos.html>

PH: 713-460-8188

Name / Address	Ship To
Mississippi FD Chase Taylor Starkville, MS 39759	Mississippi FD Chase Taylor Starkville, MS 39759

See Reviews by clicking here:
<http://goo.gl/mMGaHhG>

Quotes are valid for 24 Hours. Prices and Specs are subject to change without notice.

Total Weight	Phone	Email
8067	662-549-0630	chasetailor_17@yahoo.com

Item	Qty	Description	Wt.	Ext. ...	Cost	Total
PPFB	5	Power Bench 3x3 + wheels/handle	52	260	150.00	750.00
ROPESR	5	EZ-Speed Rope : Black	0.4	2	10.00	50.00
SLDEZ	2	EZ Gym Sled [with Shoulder Straps]	36	72	110.00	220.00
RHD-035	4	Rubber Hex DB w/ Contoured Handle-35 lb	36	144	38.50	154.00
RHD-040	4	Rubber Hex DB w/ Contoured Handle-40 lb	41	164	44.00	176.00
RHD-045	4	Rubber Hex DB w/ Contoured Handle-45 lb	46	184	49.50	198.00
RHD-050	4	Rubber Hex DB w/ Contoured Handle-50 lb	51	204	55.00	220.00
RHD-055	4	Rubber Hex DB w/ Contoured Handle-55 lb	56	224	60.50	242.00
RHD-060	4	Rubber Hex DB w/ Contoured Handle-60 lb	61	244	66.00	264.00
RHD-065	4	Rubber Hex DB w/ Contoured Handle-65 lb	66	264	71.50	286.00
RHD-070	4	Rubber Hex DB w/ Contoured Handle-70 lb	71	284	77.00	308.00
RHD-075	4	Rubber Hex DB Mw/ Contoured Handle-75 lb	76	304	82.50	330.00
KBPR-53	6	Premium Kettlebell - 24 KG / 53 LB	55	330	62.50	375.00
KBPR-44	2	Premium Kettlebell - 20 KG / 44 LB	46	92	53.00	106.00
KBPR-35	6	Premium Kettlebell - 16 KG / 35 LB	37	222	42.00	252.00
		Subtotal All Line Items Above				12,422.00
		Discount - 12% off all Get RXd Items[subtotal over 10k]			-12.00%	-1,490.64
VOLDisc12						
AR-2	5	XebeX Fitness Rower V2 with free items	110	550	599.00	2,995.00
AB-1	2	XebeX Fitness Air Bike with free items	111	222	599.00	1,198.00
CTT-03	1	XebeX Curved Treadmill (\$5999 Normally)	365	365	3,149.00	3,149.00
Pallet Weight	11	40# Pallet	40	440	0.00	0.00
Freight		RL - 18875633 - 8067# - 5977600 - LG - Comm			745.80	745.80
Please familiarize yourself with shipping FAQ and Customer Service here: http://www.getrx.com/customer-service/						Total \$19,019.16



Quote

Date	Quote #
7/6/2018	N-Chase

Terms	REP	P.O. No.
CIA	NM	

See available promos here:

<https://www.getrx.com/getrxpromos.html>

PH: 713-460-8188

Name / Address	Ship To
Mississippi FD Chase Taylor Starkville, MS 39759	Mississippi FD Chase Taylor Starkville, MS 39759

See Reviews by clicking here:

<http://goo.gl/mMGAhG>

Quotes are valid for 24 Hours. Prices and Specs are subject to change without notice.

Total Weight	Phone	Email
8067	662-549-0630	chasetaylor_17@yahoo.com

Item	Qty	Description	Wt.	Ext. ...	Cost	Total
BPR- 1000	2			2076		
BPR-10	20	Black Premium Bumper 2.0 - 10 LB [90 Day Warranty]	11		19.50	390.00
BPR-15	8	Black Premium Bumper 2.0 - 15 LB [90 Day Warranty]	16		29.25	234.00
BPR-25G	20	Black Premium Bumper 2.0 - 25 LB [3 Year Warranty]	26		40.00	800.00
BPR-35G	8	Black Premium Bumper 2.0 - 35 LB [3 Year Warranty]	36		56.00	448.00
BPR-45G	20	Black Premium Bumper 2.0 - 45 LB [3 Year Warranty]	46		72.00	1,440.00
						3,312.00
OBG-86BO	10	WOD Men's Bar 5.0: Black Oxide **Lifetime Construction Warranty**	46	460	170.00	1,700.00
OBG-80BO	1	WOD Women's Bar 5.0: Black Oxide **Lifetime Construction Warranty**	35	35	160.00	160.00
OBAL-72M	3	15LB Aluminum Training Bar	16	48	110.00	330.00
OEZ-1R	30	Plastic Grip: Olympic Spring Collar 2" (pc)	.6	18	4.00	120.00
QRS100R	12	Quick Gym Ring Strap - PC [includes 2x Quicklink03]	1	12	25.00	300.00
SB-020	5	Slam Ball (Non-Bounce Medicine Ball) -20LB	21	105	40.00	200.00
SB-018	1	Slam Ball (Non-Bounce Medicine Ball) -18LB	19	19	38.00	38.00
SB-015	3	Slam Ball (Non-Bounce Medicine Ball) -15LB	16	48	36.00	108.00
SB-012	1	Slam Ball (Non-Bounce Medicine Ball) -12LB	13	13	34.00	34.00
TIMER02	1	Get RX'd Timer 2.0 *Free Shipping*	5	5	249.00	249.00
BDPSET				9		
BDP-XL	1	Power Band - Extra Large (Orange) 175-230LB Res (3.25 in)	2		40.00	40.00
BDP-L	1	Power Band - Large (Blue) 120-175LB Res (2.5 in)	2		30.00	30.00
BDP-ML	1	Power Band - Medium Large (Yellow) 120LB-150LB Res (2 in)	1		27.00	27.00
BDP-M	1	Power Band - Medium (Green) 100-120LB Res (1.75 in)	1		24.00	24.00
BDP-S	1	Power Band - Small (Purple) 50-75LB Res (1.25 in)	1		15.00	15.00
BDP-XS	1	Power Band - S (Black) 25-50LB Res (0.8 in)	1		11.00	11.00
BDP-XXS	1	Power Band - Extra-Extra Small (Red) 15-25LB Res (0.5 in)	1		8.00	8.00
						155.00
RPCS2-23	1	Sisal 23' Climbing Rope - SNY2 - Large Hook	12	12	75.00	75.00
BSP	6	Back Support Pad	3	18	15.00	90.00
PLYF-3IN1	6	Foam Plyo Box - 20, 24, 30- 3 in 1 **Check Class**	77	462	215.00	1,290.00
SQRK2R	3	Squat Rack - 1 PC. connecting	52	156	110.00	330.00

Please familiarize yourself with shipping FAQ and Customer Service here:
<http://www.getrx.com/customer-service/>

Total



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 07-17-18
PAGE: 1

SUBJECT: Request permission to purchase a SCBA Equipment from Sunbelt Fire to replace obsolete and failing compressor system, in the amount of \$7,387.89. The SFD would use funds from the FEMA Firefighter Assistant Grant to purchase this equipment.

AMOUNT & SOURCE OF FUNDING: FEMA Firefighter Assistant Grant

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow SFD to purchase a SCBA Equipment from Sunbelt Fire to replace obsolete and failing compressor system, in the amount of \$7,387.89. The SFD would use funds from the FEMA Firefighter Assistant Grant to purchase this equipment.

CUSTOMER #: 283

116129



INVOICE

STARKVILLE FIRE DEPT
110 WEST MAIN STREET
STARKVILLE, MS 39759

PAGE 1

HOME: CONT:662-323-1845
BUS: 662-323-1845 CELL:

SERVICE ADVISOR: 501 KATHY HALL

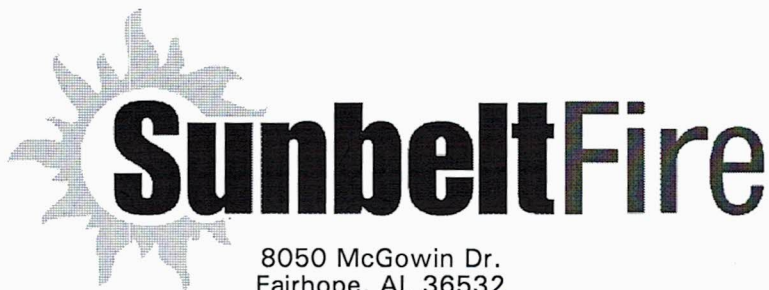
COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN / OUT		TAG
	00	MSA AIR PAC		MSAAP			1/1		TUPGRD
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
01JAN00 DD			17:00 29MAY18		H-16940	0.00	CHG	27JUN18	
R.O. OPENED		READY		OPTIONS: DLR:687098					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A UPGRADE OF G1 SCBA WITH EXTENDAIRE							
14-S00500-B02 MAINTENANCE, SCBA, BA-TECH-SERVICES							
462CHFBM						165.00	165.00
4 BAMS10156464 KIT, EXTENDAIRE II, G1					735.42	597.52	2390.08
4 BAMS10157446 AIRLINE ADAPTOR,CEIJN, LOCK, EXTAIRE II					374.11	303.96	1215.84
2 BAMS069541 UNION ADAPTER BRASS					18.16	18.16	36.32
2 BAMS069542 ADAPTER UNION					17.41	14.15	28.30
2 BAMS481071 HOSE AIR NEO 8FT, BR CONN. FOR MASK					98.85	80.35	160.70
2 BAMS631870 SOCKET, FEMALE, QDISC, CEJN LOCKING, W/					94.19	76.53	153.06
2 BAMS479026 PLUG, QDISC, CEJN LKG, MALE W/FEM 1/4"					18.52	15.05	30.10
2 BAMS479020 PLUG, QDISC, CEJN LOCKING, MALE W/1/4"					25.11	20.40	40.80
1 FRT FREIGHT					38.70	38.70	38.70
1 FRT FREIGHT					20.33	20.33	20.33
-2 BAMS10157446 AIRLINE ADAPTOR,CEIJN, LOCK, EXTAIRE II					374.11	303.96	-607.92
RESTOCKING FEE						121.58	121.58
PUT EXTENDAIR HOSE ON 4 G-1 SCBA AND PUT QUICK CONNECT ON LADDER TRUCK							

B TRAVEL TIME, BA-TECH-TRAVEL							
78-T17999-B05 TRAVEL TIME, BA-TECH-TRAVEL							
462CTRB						300.00	300.00
TRAVEL TO STARKVILLE FIRE DEPT TO WORK ON THE G-1 SCBA AND PUT A QUICK CONNECT ON THE LADDER TRUCK							

The original factory warranty constitutes all of the warranties with respect to the sale of products installed on or service of this apparatus or piece of equipment. Sunbelt Fire Inc hereby expressly disclaims all warranties either verbally implied, including any implied warranty of merchantability, or fitness for a particular purpose. Sunbelt Fire Inc provides a 30 day warranty on labor we perform in the act of repairing or installing components on said apparatus or piece of equipment. Sunbelt Fire Inc neither assumes nor authorizes any other person to assume for it any liability in connection with the sale or service of this apparatus or piece of equipment other than herein expressed.	TERMS: DUE UPON RECEIPT OF THIS INVOICE	DESCRIPTION	TOTALS
		LABOR AMOUNT	465.00
		PARTS AMOUNT	3627.89
		GAS, OIL, LUBE	0.00
		SUBLET AMOUNT	0.00
		MISC. CHARGES	0.00
		TOTAL CHARGES	4092.89
		LESS INSURANCE	0.00
		SALES TAX	0.00
		CUSTOMER SIGNATURE _____	



8050 McGowin Dr.
Fairhope, AL 36532
(251) 928-9917 • (800) 642-8484
(251) 928-9933 Fax
www.sunbeltfire.com

ALL CLAIMS AND RETURNED GOODS MUST BE ACCOMPANIED BY THIS INVOICE.
NO RETURNS ON ELECTRICAL OR SPECIAL ORDER PARTS.
NO RETURNS AFTER 30 DAYS. 10% RE-STOCK CHARGE ON ALL RETURNED PARTS.

DISCLAIMER OF WARRANTIES

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
24 MAY 18	H-16940	24 MAY 18	24 MAY 18	311722

S
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L
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T
O
ACCOUNT NO. 283
STARKVILLE FIRE DEPT
110 WEST MAIN STREET
STARKVILLE, MS 39759

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PAGE 1 OF 1
STARKVILLE FIRE DEPT
503 E LAMPKIN STREET
STARKVILLE, MS 39759

(662) 323-1845

SHIP VIA		SLSM.	B/L NO.	TERMS	F.O.B. POINT			
UPS		KB AG		DUE ON RECEIPT	FAIRHOPE, AL			
ORD.	QUANTITY	SHIP	S.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT
1	1		0	MSA10169711SP	RIT, G1 DLX		3295.00	3,295.00
10	10		0	ICLMISC	LESS CYLINDER AND FACEPIECE			
1	1		0	NCSH	N/C SHIPPING EQUIP		0.00	0.00
							0.00	0.00
						RECEIVED		
						MAY 29 2018		
						Starkville City Hall		
Thank you for allowing us to be of service to you! We appreciate your business. Please let us know if we did not meet your expectations or if we do not carry something you need.								
CUSTOMER'S SIGNATURE								
X								
						PARTS		3,295.00
						SUBLET		
						FREIGHT		0.00
						SALES TAX		0.00
						TOTAL		\$3,295.00



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

AGENDA ITEM DEPT.: Fire Department
AGENDA DATE: 07-17-18
PAGE: 1

SUBJECT: Request permission to purchase a SCBA Compressor System from Central Alabama Training Solution to replace obsolete and failing compressor system, in the amount of \$61,255.00. The SFD would use funds from the FEMA Firefighter Assistant Grant to purchase this equipment.

AMOUNT & SOURCE OF FUNDING: FEMA Firefighter Assistant Grant

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Fire Department

**DIRECTOR'S
AUTHORIZATION:** Fire Chief Yarbrough

FOR MORE INFORMATION CONTACT: Chief Yarbrough @ 662-722-0051

SUGGESTED MOTION: Move approval to allow SFD to purchase a SCBA Compressor System from Central Alabama Training Solution to replace obsolete and failing compressor system, in the amount of \$61,255.00. The SFD would use funds from the FEMA Firefighter Assistant Grant to purchase this equipment.

**CENTRAL ALABAMA TRAINING SOLUTIONS**

Dear STARKVILLE FIRE DEPT,

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!

CENTRAL ALABAMA TRAINING SOLUTIONS

INVOICE 17031435 DETAILS

DUE 07/26/2018

\$61,255.00

Print or save

Powered by QuickBooks

Bill to

STARKVILLE FIRE DEPT
503 EAST LAMPKIN ST
STARKVILLE, MS 39759

Terms

Net 30

Compressor:COMPRESSOR

\$61,255.00

COMPRESSOR SYSTEM, HOSE REEL, MOBILE CASCADE SYSTEM, SET UP, MOVING
OLD COMPRESSOR, 5 YEAR SERVICE AGREEMENT AND AIR ANALYSIS

1 X \$61,255.00

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: July 17, 2018

Page: 1

SUBJECT:

Request authorization to hire Will Simon and Caitlin Holzum as a Certified Police Officers for the Starkville Police Department.

AMOUNT & SOURCE OF FUNDING:

Will Simon - Grade 9, Salary for Entry Level Police Officers \$36,335.00 (\$16.25 per hour), based on 2236 hours per year.

Caitlin Holzum - Grade 9, Salary for Entry Level Police Officers \$36,335.00 (\$16.25 per hour), based on 2236 hours per year.

LINE ITEM

AUTHORIZATION HISTORY:

These positions were previously held by Gary Wheller and Steven Lyles, who resigned.

REQUESTING DEPARTMENT:

Starkville Police Department

DIRECTOR'S AUTHORIZATION:

R. Frank Nichols, Police Chief

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Will Simon and Caitlin Holzum as a Certified Police Officers for the Starkville Police Department.



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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: July 17, 2018
Page: 1

SUBJECT:

Request authorization to hire Kris Keel as the Office Manager in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Grade 16, Annual Salary of \$57,500 (\$27.64 per hour) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was previously held by Stan Acy, who resigned.

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to hire Kris Keel as the Office Manager in the Starkville Utilities Department.



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

AGENDA ITEM DEPT: Human Resource
AGENDA DATE: July 19, 2017
Page: 1

SUBJECT:

Request authorization to advertise for a Maintenance Worker in the Sanitation/Environmental Services Department.

AMOUNT & SOURCE OF FUNDING:

Grade 4, salary range of \$10.00 – \$12.50 per hour, based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position will be replacing Cap Riley, who resigned on July 11, 2018.

REQUESTING DEPARTMENT:

Sanitation Environmental Services Department

DIRECTOR'S AUTHORIZATION:

Calvin Ware, Director

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a Maintenance Worker in the Sanitation/Environmental Services Department.

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

AGENDA ITEM DEPT: Human Resources
AGENDA DATE: July 19, 2018
Page: 1

SUBJECT:

Request authorization to advertise for a Accounting Manager in the Starkville Utilities Department.

AMOUNT & SOURCE OF FUNDING:

Salary Grade 15, Salary Range of \$50,514.70 (\$24.29) - \$67,228.44 (\$32.32) based on 2080 hours.

FISCAL NOTE:

AUTHORIZATION HISTORY:

This position was held by Ann Marie Logan who resigned on July 09, 2018

REQUESTING DEPARTMENT:

Starkville Utilities Department

DIRECTOR'S AUTHORIZATION:

Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT:

Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to advertise for a Accounting Manager in the Starkville Utilities Department.

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

AGENDA ITEM DEPT: Human Resources

AGENDA DATE: July 17, 2018

Page: 1 of 2

SUBJECT:

Request authorization to select Tyler Excutime and Frontline as the City's time keeping Software.

AMOUNT & SOURCE OF FUNDING:

The fund are currently budgeted.

AUTHORIZATION HISTORY:

The City process payroll every two weeks. All staff, supervisors, managers and directors are required to manually maintain, review, and submit timesheets, approved leave request forms, and any other required documents for payroll. All of this information is submitted to payroll for entering into the payroll software and producing payroll. As this information is entered into payroll it is reviewed by payroll staff and the Finance Director.

The CFO/City Clerk and HRD have been researching options to gain efficiencies and save cost by automating the payroll functions in order to save staff time. The City currently utilizes manual timekeeping records for all employees. This approximates over 80 hours per pay period in staff time for the employee, supervisors, managers, directors, and payroll staff.

By automating this process, the City would gain efficiencies through saving staff time and reducing the errors that are caused by manual entry. This system keeps track of regular hours worked, overtime, leave accrual, scheduled leave, and more.

Automating the timekeeping and importing payroll hours into the payroll software will reduce time every two weeks, thereby allowing staff to increase productivity, increase review of payroll information and other assigned task.

We understand this is a new concept for our City employees, but all of the Department Heads are in favor of a new system.

Well will operate in tandem with the current paper system until we are fully integrated into the new system.

REQUESTING DEPARTMENT:

Human Resources Director and City Clerk / Finance & Administration Department

FOR MORE INFORMATION CONTACT:

Lesa Hardin, CFO/City Clerk or Nav Ashford, Human Resources Director

SUGGESTED MOTION:

Move approval to select Tyler Excutime as sole source compatible software with current payroll and Frontline as the lower quote for job application and scheduling software.

Tyler Option 1

TA and AS -One Contract	Year 1 TA	Total
Annual Fee Due	\$ 16,789.00	
Services	\$ 19,200.00	
Refurb Clocks	\$ 3,000.00	
Front Line Interface	\$ 1,600.00	
Tyler Total	\$ 40,589.00	
Front Line Applicants	\$ 10,700.00	
Year 1 cost	\$ 51,289.00	

Tyler Option 2

**TA and AS -One Contract
with terms to defer AS**

Hosting Fees	Year 1 TA	Year 2 AS
Annual Fee Due	\$ 8,745.00	8054
Services	\$ 19,200.00	
Refurb Clocks	\$ 3,000.00	
Front Line Interface	\$ 1,600.00	
Tyler Total	\$ 32,545.00	
Front Line Applicants	\$ 10,700.00	
Year 1 cost	\$ 43,245.00	

Tyler Option 3

Split TA and AS

2 FY	Year 1 TA	Year 2 AS
Annual Fee Due	\$ 8,745.00	\$ 8,054.00
Services	\$ 12,800.00	\$ 6,400.00
Refurb Clocks	\$ 3,000.00	
Front Line Interface	\$ 1,600.00	
Tyler Total	\$ 26,145.00	\$ 14,454.00
Front Line Applicants	\$ 10,700.00	
Year 1 cost	\$ 36,845.00	



Exhibit A-1

Frontline Customer Order Form

Quote#: 02070082
MSA#: 07/02/2018
F: 888-492-0337

1400 Atwater Drive Malvern, PA 19355

Customer:

City of Starkville
110 W. Main St.
Starkville, MS 39759

End User: City of Starkville
Contact: Navarette Ashford
Title: Human Resources Manager
Phone:
Email: n.ashford@cityofstarkville.org

Order Form Details:

Pricing Expiration: 07/28/18
Account Manager: Jon Glenn

Startup Cost Billing Terms: One-Time, Invoiced after signing
Subscription Billing Terms: Annually
Sale Type: Contract - New

Pricing Overview:

Startup Cost: One-Time cost invoiced upon signing	\$3,200.00
Annual Subscription: Recurring Cost	\$7,500.00
	(plus applicable sales tax)

Itemized Description

Applicant Tracking & Proactive Recruiting

Frontline Implementation

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the "Agreement"). **BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the "Order Form Terms") ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME.** Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, "Frontline") and are not to be shared with any third party without the prior written consent of Frontline.

Tax Exempt? If yes, please provide your exemption number and include a copy of your exemption certificate.

Tax Exempt Number:

Special Instructions and Additional Terms:

PO Status: Purchase order to follow
PO #:

If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



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

AGENDA ITEM DEPT.: Park and Recreation
Dept. **AGENDA DATE:** July 17, 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 17, 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: _____



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

AGENDA ITEM DEPT.: Police
AGENDA DATE: 07/17/2018
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 I-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).

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. Vehicle can also be purchased at the end of the 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 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 I-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 loses, 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 loses, 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.

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: _____

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY APPEARED before me the undersigned authority in and for the aforesaid jurisdiction the within named _____ who stated on his/her oath that he/she is the _____ of _____, and has the authority to enter (Title) (Office/Agency/Lessee) into the above and foregoing Motorcycle Lease Agreement on behalf of _____, having been first authorized to do so. (Office/Agency/Lessee)

(Name)

(Title)

SWORN TO AND SUBSCRIBED BEFORE ME this the _____ day of _____, 20____.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



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

AGENDA ITEM NO:
AGENDA DATE: July 17, 2018
PAGE: 1 of 1

SUBJECT: Request approval to accept the lowest and best bids received for the July 1, 2018 through December 31, 2018 source of supply listing for Starkville Utilities – Water Division

AMOUNT & SOURCE OF FUNDING:

FISCAL NOTE:

AUTHORIZATION HISTORY:

**REQUESTING
DEPARTMENT:** Utilities

**DIRECTOR'S
AUTHORIZATION:** Terry Kemp, General Manager

FOR MORE INFORMATION CONTACT: Terry Kemp 323-3133

SUGGESTED MOTION:

Move approval for Starkville Utilities to accept the lowest and best bids received for the July 1, 2018 through December 31, 2018 source of supply listing for Starkville Utilities – Water Division.

Water Department

Source and Supply Awards 2018

Product Group/ Bid	Central Pipe		Core and Main		O & C Supply		Consolidated Price
Meter Service Fittings	\$	44.03	\$	45.29	\$	46.84	\$ 46.49
Tapping Saddles	\$	42.62	\$	42.51	\$	47.90	\$ 44.22
Tapping Sleeves	\$	377.53	\$	414.89	\$	419.28	\$ 425.21
Brass Fittings	\$	8.03	\$	8.04	\$	21.02	\$ 8.93
Gate Valves	\$	382.65	\$	401.95	\$	403.21	\$ 383.79
Repair Clamps	\$	47.74	\$	66.11	\$	50.03	\$ 64.42
Couplings Water	\$	57.55	\$	78.27	\$	59.48	\$ 80.54
Couplings Sewer	\$	41.70	\$	36.21	\$	40.14	\$ 40.40
CTS Tubing	NO BID		NO BID		\$	398.85	NO BID
Sewer Saddles Tees and Wyes	\$	27.56	\$	20.57	\$	29.06	\$ 29.95

Single Item Bid	Central Pipe		Core and Main		O & C Supply		Consolidated Price
Fire Hydrant: 2 Way x 3.5 Ft. Bury	NO BID		NO BID		NO BID		\$ 1,350.00
Fire Hydrant: 3 Way x 3.5 Ft. Bury	NO BID		NO BID		NO BID		\$ 1,590.00
Concrete Meter Box, Small, Less Lid	NO BID		\$	27.00	\$	12.98	NO BID
Concrete Meter Box, Large, Less Lid	NO BID		\$	79.00	\$	42.00	NO BID
Meter Box Plastic - 10x15 Plastic Meter Box - Pullout	\$	756.00	\$	647.28	\$	839.70	\$ 864.00
Meter Box Plastic - Plastic lid only	\$	256.00	\$	444.96	\$	359.00	\$ 1,512.00

Water Treatment Chemicals	Allied Universal		Westcott Water		Brentage	
Potassium Permanganate	NO BID		NO BID		\$	3.85
Sodium Fluoride	NO BID		NO BID		\$	0.98
Soda Ash	NO BID		NO BID		\$	0.35
Chlorine Gas 150 lb Cylinder	\$	0.4566	NO BID		\$	0.51
Chlorine Gas 2,000lb Cylinder	\$	0.249	NO BID		NO BID	
Carus Chemical Company (Aqua Mag)	NO BID		NO BID		NO BID	
Mensch Co. (Aqua Gold)	NO BID		NO BID		NO BID	
Sulfur Dioxide	\$	89.00	NO BID	\$	13.45	NO BID
						102.00